

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MONROE SCHOOL DISTRICT #103

AND

PUBLIC SCHOOL EMPLOYEES OF MONROE #1117

SEPTEMBER 1, 2023 – AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948
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P R E A M B L E

This Agreement is made and entered into between Monroe School District Number 103 (hereinafter "the District") and Public School Employees of Monroe Chapter #1117, an affiliate of Public School Employees of Washington Service Employees International Union Local 1948 (hereinafter "PSE/SEIU 1948 or "the Union").

D E C L A R A T I O N O F P R I N C I P L E S

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices, and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1. Employee Definitions.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing the interests of all such employees.

1. "Regular Employee" shall be defined as a person who has been hired to fill a permanent position and performs a regular assigned shift on a continuing basis.
2. "Long-Term Substitute" shall be defined as a person who is hired to fill a long-term vacancy position created by an approved leave of absences by a regular employee.

3. "Temporary Employee" shall be defined as a person who is assigned to fill a temporary position. Temporary employees shall be required to relinquish the position at a District determined date but shall be compensated and earn longevity credit as if the temporary employee were a regular employee.
4. "Substitute Employee" shall be defined as a person who is available for work but not required to report for work each day. Substitute employees normally work in positions held by regular employees who are on approved leave.
5. "Temporary Position" shall be defined as an opening that is expected to be more than thirty (30) calendar days but less than a school year.
6. "Long Term Leave Vacancy" shall be defined as an approved leave of more than thirty (30) workdays.
7. "Permanent Vacancy" shall be defined as a position open for employment due to increase in staffing, retirement, or termination.

Section 1.1.1.

Substitute and temporary employees including long-term substitutes employed within the scope defined in 1.4 for more than thirty (30) cumulative days in any school year and who continue to be available for employment are included in the bargaining unit. Such employees are subject only to salary Schedule A and those other sections which specifically include them, as well as any other benefits conferred upon them by State or Federal law. Participation in the Union for substitutes is voluntary.

Section 1.2.

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

Section 1.3. Job Descriptions.

The District agrees to provide job descriptions for all positions covered by this Agreement to the President of the local chapter. Job descriptions that are added or changed by the District, reflecting changes impacting the hours, wages, and working conditions of the employees under the scope of this Agreement will be made available to the President of the local chapter in advance of implementation. The Union shall have the right to bargain wages, hours, and working conditions for these positions.

Section 1.3.1. Changes to Job Descriptions.

The District retains the management right to change existing job descriptions to comply with legal, technical and policy changes. Those changes that include significant revisions to hours, wages and working conditions and/or changes between seniority categories shall be presented at a Labor Management meeting prior to implementation. The Union shall have the right to bargain hours, working conditions and wage revisions for changed positions.

Section 1.3.2. Job Description Identification.

District job descriptions shall be clearly identifiable by either numerical code or date of adoption. All job descriptions shall include date of adoption and or revision dates on the digital or printed versions.

Section 1.3.3.

Job descriptions for all bargaining unit positions shall be posted on the District website.

1
2 **Section 1.4. Bargaining Unit Membership.**

3 The bargaining unit to which this Agreement is applicable shall consist of all classified employees as
4 identified on Schedule A. All classified employees on Schedule A are identified by a job title and
5 grouped within their respective job classifications. Job classifications are: Custodial, Grounds,
6 Maintenance, Transportation, Specialized Support, Paraeducators, and Technology.
7

8 **Section 1.4.1. Subcontracting.**

9 The District agrees that it will not subcontract bargaining unit work without complying with State
10 law and consulting with the local unit officers and affected membership. The District will attempt
11 to eliminate contracts and bring work back to the bargaining unit when it is economically feasible
12 and advantageous to do so.
13

14 **Section 1.4.2. Internships.**

15 The District and the Union hereby agree that periodically the District may wish to allow an
16 individual who is a student at an accredited college or university or other recognized work
17 training program to serve for a specified and limited period of time in the capacity of “intern”
18 within a job classification that is subject to the terms and conditions of this Agreement.
19

20 For purposes of this Agreement, an intern is defined as a non-bargaining unit member who
21 temporarily follows or “shadows” a bargaining unit member in the workplace, but is not a District
22 employee, is not subject to the terms and conditions of this Agreement and is not financially or
23 monetarily compensated in any way by the District. Further, an intern’s assignment is subject to
24 the limits and parameters of an individually negotiated Memorandum of Understanding between
25 the District and the Union which shall be executed prior to the beginning of the intern’s
26 assignment. The assignment of interns within any bargaining unit classification will be permitted
27 only if the affected classification is operating outside of reduction-in-hours circumstances.
28
29
30

31 **ARTICLE II**

32 **RIGHTS OF THE EMPLOYER**

33
34
35 **Section 2.1.**

36 Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to
37 others of the policy making authority of the District’s Board of Directors, which authority the District’s
38 Board specifically reserves unto itself. The management of the District and the direction of the work
39 force is vested exclusively in the District subject to the terms of this Agreement. All matters not
40 specifically and expressly covered or treated by the language of this Agreement may be administered by
41 the District in accordance with such policy or procedure as the District from time to time may determine.
42 Management prerogatives shall not be deemed to exclude other management rights not herein specifically
43 enumerated. District officials retain the right and obligation, according to District’s Board of Directors
44 Policy, to maintain efficiency of the District operation by determining the methods, the means, and the
45 personnel by which such operation is conducted. This includes but is not limited to the following: direct
46 employees covered by this Agreement; hire, train, promote, retain, transfer, and assign employees;
47 suspend, discharge, demote, or take other disciplinary action against employees; release employees from
48 duties because of lack of work or for other legitimate reasons; determine the method, number, and kinds

of personnel by which operations undertaken by employees in the unit are to be conducted; and designate the work to be performed by the District or others and the places where, and the manner in which, it is to be performed.

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 wages, hours, terms, and conditions of employment of the members of the District, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

Section 2.3.

The District recognizes the Union's right to bargain the school calendar prior to its implementation each year. Adjustments to the calendar may be made by the District, after consultation with the Union, in the event of an emergency and in order to satisfy the one hundred eighty (180) day student year requirement. The ground rules of their mutual Joint Calendar Committee will be used as the procedural outline for negotiations of the calendar. The Joint Calendar Committee shall recommend the tentatively agreed upon calendar before ratification and distribution.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2. Professional Concerns and Confidentiality.

Each employee shall have the right to bring matters of personal or professional concerns or responsibilities to the attention of appropriate Union representatives and/or appropriate officials of the District. Normally, the first step is to confer with the immediate supervisor. The matter brought forth will be confidential if directed by the reporting employee as long as the matter does not violate District policy, procedure or associated legal requirements.

Section 3.3.

Employees subject to this Agreement have the right to have Union representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

1 **Section 3.4.**

2 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
3 exclusive of compensation for services rendered to appropriate officials of the Union.
4

5 **Section 3.5.**

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

13 **Section 3.6. Personnel Files.**

14 Employees shall, at reasonable times, have access to their personnel file and be provided with single
15 copies of pertinent materials upon request. Appointments for review of personnel files shall be made
16 with the appropriate Human Resources administrator, or designee, who shall be present during the
17 personnel file review. A notation as to the date, time, and location of each personnel file review shall be
18 made and maintained in the personnel file. Any material relating to an employee's health or medical
19 issues shall be maintained in a separate secure, confidential file to which only the Superintendent or the
20 Superintendent's designee shall have access once the material has been filed.
21

22 **Section 3.6.1.**

23 Another person, at the employee's request, may be present at any file review; however, the
24 employee will sign a consent form for that purpose.
25

26 **Section 3.6.2.**

27 Any legitimate complaint made against an employee by any parent, student, or other person, will
28 be called to the attention of the employee as soon as practicable. Any complaint not called to the
29 attention of the employee may not be used as the basis for any disciplinary action against the
30 employee. No material of a derogatory nature shall be placed in an employee's personnel file
31 without prior notification to the employee of the nature of the material. Employees shall have the
32 opportunity to examine any and all such material before it is placed into his/her personnel file.
33

34 **Section 3.6.2.1. Use of Security/Video Cameras.**

35 *All Employees:* Security/Video cameras may be used in the workplace to maintain the
36 health and safety of staff, students, the community and property, but not for the general
37 purpose of monitoring employee performance. If the review of security/video footage is
38 the result of an investigation and another incident comes to light, a second investigation
39 will be opened. The District will inform employees of security/video is used in the daily
40 business of the District.
41

42 **Section 3.6.3.**

43 An employee may attach a short, concise statement of his/her own written position on any item
44 placed in the personnel file.
45

46 **Section 3.6.4.**

47 Except for material that relates to student health, safety and/or material required to be maintained
48 by State or Federal law, all derogatory material that has remained in an employee's file for more

than two (2) years from the date of entry, shall be considered null and void unless a continuation of the same type of problem has been documented within the two (2) year period.

Section 3.6.5.

Upon request by the employee, the Superintendent, or his/her designee, shall sign an inventory sheet to verify contents of a personnel file at the time of inspection by the employee.

Section 3.7. Applicability of Public Disclosure Laws.

Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will provide all required employee notices prior to disclosure as provided by Washington State law. Employees shall have four (4) business days to notify the District if they plan to file an injunction blocking the request. If no injunction is attained and provided to the District or if the employee declines, the District may provide the disclosure after ten (10) calendar days.

Section 3.7.1. Exemptions of Public Disclosure.

Any employee's name and/or other personally identifying information, in accordance with HB1533, may be exempt from public disclosure law if the employee or a dependent of the employee is a survivor of domestic violence, sexual assault, stalking, abuse or harassment as defined by state law, or there is a reasonable basis to believe the employee or a dependent of the employee is at risk of domestic violence, sexual assault, stalking, abuse or harassment. The employee must submit or renew to the District a sworn statement every two (2) years, verified by the District, and in accordance with the requirements outlined in State law, or provide proof of the employee's participation in an address confidentiality program under RCW 40.24.

Section 3.8. Voluntary Search Personal Vehicles Parameters.

When an employee voluntarily consents to a search of their privately owned vehicle by the District based on probable cause that the employee unlawfully possesses: (i) District property; or (ii) a controlled substance in violation of both federal law and the District's written policy prohibiting drug use, the employee's consent must be given immediately prior to the search. The District may not require that the employee waive consent as a condition of employment. Upon consent, the employee has the right to select a witness to be present for the search. The District may not take adverse action against an employee for exercising any right under this Section. (HB1491)

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1.

The Union has the duty and responsibility to represent the interests of all employees in the unit, without regard to membership in the Union; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours, and working conditions which may be peculiar to the bargaining unit, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided by the Collective Bargaining Act.

1 **Section 4.2.**

2 The President of the Union shall promptly be notified by the District of severe disciplinary, written
3 reprimand, or discharge action taken against a bargaining unit member.
4

5 **Section 4.2.1.**

6 The Union, at the option of the employee involved, is allowed to have an observer at hearings
7 conducted by any District official or body arising from a grievance and to make known the
8 Union's views concerning the case.
9

10 **Section 4.3.**

11 A copy of this Agreement will be included as part of the general information provided to new employees,
12 to be furnished to the District by the Union.
13

14 **Section 4.4.**

15 The Union reserves and retains the right to delegate any right or duty contained herein to appropriate
16 officials of the Public School Employees of Washington state organization.
17

18 **Section 4.5. Union Leave.**

19 A total of eight (8) days per year without loss of pay may be allocated to the President of the Union
20 and/or designated representative to attend to Union business including but not limited to regional or state
21 meetings when the purpose of those meetings is in the best interests of the District as determined by the
22 Superintendent or designee. In the event more days are needed, the Union and the District shall discuss
23 in LMC.
24

25 **Section 4.5.1.**

26 The District will bill the Union for substitute costs of members engaged in Union business during
27 regular work time when approved by the Union President. If no sub is available, the Union will
28 be charged overtime if it is accrued.
29

30 **Section 4.6.**

31 During the term of this Agreement, the District shall provide upon request, to the President of the Union
32 or designee, information regarding each employee in the Union, such information to be limited to that
33 information currently stored in the District's personnel system. The following information will be
34 provided on request up to four (4) times per year: alpha rosters with name, employee ID number, date of
35 hire, job classification, work location, rate of pay, home phone number, home address, home email (if
36 provided by the employee) to the President and/or designee. The District will transmit electronic
37 membership information to the Union at membership@pseofwa.org.
38

39 **Section 4.6.1.**

40 The Union and its individual members agree to indemnify and hold the District harmless from all
41 claims arising from the release to the Union President of the data specified in Section 4.6 above.
42

43 **Section 4.7.**

44 Representatives of the Union must make their presence known to the Superintendent, designee, or the site
45 administrator and then shall have access to District premises during business hours to meet with District
46 employees, provided no conferences or meetings between employees and Union representatives will in
47 any way hamper or obstruct the normal flow of work.
48

1 **Section 4.8. Bulletin Boards.**

2 The District shall provide bulletin board space in each school or work site for the use of the Union for
3 Union business. The bulletins posted by the Union are the responsibility of the officials of the Union.
4 Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or
5 bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of
6 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than
7 herein provided. Copies of all general membership bulletins, notices, memorandum, etc., posted on
8 bulletin boards or distributed through the intra-district mail, shall be sent to the Superintendent.

9
10 **Section 4.8.1.**

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

13
14 **Section 4.9. Use of District E-Mail.**

15 Board Policy 4780, Acceptable Use of Electronic Resources, includes policy and procedures governing
16 the use of the District's computers and computer networks, and should be consulted and is incorporated
17 herein by reference.

- 18
19 1. The Union may use the computers/network for bargaining group business in the same manner
20 as the Union uses the District's internal mail system including individual employee mailboxes
21 and the District phone system including:
22 a. General meeting notification for general Union and committee meetings
23 b. Information related to staff development opportunities
24 c. General newsletters and meeting minutes.
25
26 2. There are uses of the District's communication systems, including the computer and network
27 systems, however, that are not authorized and include specifically:
28 a. Political campaigning at any level
29 b. Discussion of job actions (strikes or walk-outs)
30 c. Discussion of employee discipline issues
31 d. Issues prohibited by the Public Disclosure Commission.
32
33 3. Questions on the appropriateness of the use of communication systems should be directed to
34 the Superintendent and/or the Executive Director of Human Resources.

35
36 **Section 4.10. New Member Orientation.**

37 The District will comply with RCW 41.56.037 to provide the Union time to meet with new employees for
38 the benefit of presenting information about the Union to new bargaining unit members. Timelines and
39 conditions determined in the RCW will be followed.

40
41
42
43 **ARTICLE V**

44
45 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

46
47 **Section 5.1.**

48 It is agreed and understood that matters appropriate for consultation and negotiation between the District

1
2 and the Union are the effects of hours, wages, grievance procedures, and general working conditions of
3 employees in the bargaining unit subject to this Agreement.
4

5 **Section 5.2.**

6 It is further agreed and understood that the District will consult with the Union, and meet with the Union
7 upon its request, in the formulation of any changes being considered in hours, wages, and working
8 conditions.
9

10 **Section 5.3.**

11 The Union will, from time to time, as appropriate, be advised of current and predicted workload
12 information. The parties agree that two (2) weeks shall be the minimum lead time regarding workload
13 information.
14
15

16
17 **ARTICLE VI**

18
19 **UNION REPRESENTATION**
20

21 **Section 6.1. Labor Management Committee.**

22 The District and the Union will designate a Labor Management Committee composed of equal
23 representation to meet regularly to discuss appropriate matters. The Labor Management Committee will
24 establish operational Bylaws.
25

26 **Section 6.1.1.**

27 The Labor Management Committee is committed to studying issues, discussing differences, and
28 recommending solutions to problems affecting the Monroe School District.
29

30 **Section 6.1.2.**

31 The primary functions will be to:

- 32 a. Deal with follow-up steps and interpretation issues stemming directly from current
33 contract provisions.
34
35 b. Make good faith efforts to resolve new issues between labor and management as they
36 arise.
37 c. Endeavor to find ways labor and management can cooperate on any matter of mutual
38 concern.
39

40 **Section 6.1.3.**

41 The Union's representatives shall be accountable to the general membership. The District's
42 representative shall be accountable to the School Board of Directors.
43

44 **Section 6.1.4.**

45 Committee membership shall be composed of:
46
47
48

For the Union

President

Union Chief Negotiator/Area Rep.

1-3 Board Members

1 Grievance Representative

For the District

Superintendent

Chief Negotiator and/or HR Director

1-3 Central Office Administrators

1 Building Principal

Either party shall have the authority to expand the committee membership for specific purposes.

Section 6.1.5.

This Committee shall minimally meet on a monthly basis and will endeavor to deal with all issues either party submits in a problem-solving manner. The Committee will be free to form sub-groups or committees to accomplish its functions. The Committee shall have the authority to establish its own operating procedures or ground rules.

Section 6.2. Professional Development.

The Union and the District shall have equal representation on the Professional Development Committee.

Section 6.3.

The Union shall have representation on any committee which studies the alteration of the school year through “waiver days”.

Section 6.4. Joint Apprenticeship Training Committee (JATC).

A local Joint Apprenticeship Training Committee, with equal representation (three (3) members from the District and three (3) from PSE of Monroe) shall be responsible for the development, implementation and continuation of Apprenticeship Programs approved by the District and the Union.

Section 6.4.1.

This Committee shall be the only entity able to grant apprenticeship program approval for District employees.

Section 6.4.2.

The Committee shall elect annually the Chair and Secretary. One (1) shall be Labor and the other Management.

Section 6.4.3.

The Committee shall meet at least quarterly to review apprentice records and make such reports as may be required.

Section 6.4.4.

The District shall provide storage for Committee records. Apprentices may enter the program annually or at each time a new cycle of classes commences. Apprentices successfully completing the Instructional Assistant Apprenticeship Program shall meet the requirements for Highly Qualified under Title I if approved by State/Federal agencies. The local JATC shall provide certification to the Human Resources Office of each successful program graduate to ensure proper recognition of the receipt of said certification from the State Apprenticeship Committee.

Section 6.5. Safety Committee Representation.

Safety Committee representation at meetings will be in compliance with WAC 296-800-130 and WAC 296-800-13020. The Union shall elect a member annually to participate on the District Safety Committee to ensure classified concerns are being represented. At each building, a union member will be invited to participate on the building safety committee. All hours spent participating in such committees shall be paid at the employee's regular rate of pay if outside of their regular working hours.

Section 6.5.1. District Safety Committee Representation.

The Union will have the option of representation on the District level safety committee.

Section 6.6. Privileged Communication.

It is the fiduciary duty of the Union to act on behalf of the members it represents pertaining to privileged communication regarding employment relations with the employer. This includes all personnel matters, grievances, labor disputes, wages, rates of pay, hours of employment, all working conditions and collective bargaining. The employer will follow all applicable laws relating to privileged communication (HB1187).

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Workweek.

The normal workweek is Monday through Sunday beginning and ending at midnight. The workweek shall consist of five (5) consecutive days followed by two (2) consecutive days of rest. The District reserves the right to assign a non-standard workweek to the least senior employee in a job classification in order to meet the District's needs and/or in order by mutual agreement to meet an employee's request for personal reasons.

Section 7.2. Shift Assignment.

Each employee shall be assigned by an administrator to a regular shift during the workweek, at the beginning of each work year, which shall not be changed without prior notice to the employee of two (2) calendar weeks. The District may change an employee's shift and/or workweek, without the two (2) weeks' notice with prior approval of the employee or as a result of a bona fide emergency. All hours worked are to be accurately recorded and documented using the District timekeeping system. Those facility use attendants who are assigned to only a specific group that uses District facilities shall be exempt from the provisions of Section 7.2.

Section 7.2.1. Flextime.

During any week with zero (0) student attendance days, the District shall make a good faith effort to accommodate written requests from employees to work a flexible hour shift, with the understanding that there will be no additional cost to the District and no negative impact on District efficiency. Any denials of requests by the employee's immediate supervisor shall be in writing and the decision is final. A copy of the denial shall be provided to the Union President.

1 **Section 7.2.2. New Year Building Staff Meeting.**

2 The District will fund two (2) hours of time for classified support staff to attend building staff
3 meetings prior to the first day of school. Individual buildings may elect to increase this time at the
4 expense of the building.

5
6 **Section 7.3. Lunch and Rest Period.**

7 All work shifts of more than four (4) hours shall have an uninterrupted lunch period of thirty (30)
8 minutes. Lunch break should be as close to the middle of the workday as feasible. Each regular work
9 shift shall consist of eight and one-half (8½) hours, including a thirty (30) minute uninterrupted lunch
10 period which may be taken off-site at the employee's discretion and notification to the site supervisor or
11 site designee. Each four (4) hour work segment shall include a ten (10) minute rest period.

12
13 **Section 7.4.**

14 Employees required to work through their regular lunch periods will be given time to eat at a time agreed
15 upon by the employee and supervisor. In the event the District requires an employee to forego a lunch
16 period and the employee works the entire shift, including the lunch period, the employee shall be
17 compensated for the foregone lunch period at one and one-half (1½) times the employee's hourly rate or
18 compensatory time equal to one and one-half (1½) times the foregone lunch period.

19
20 **Section 7.5.**

21 Employees required to work a position assignment regularly filled by a higher paid job title or
22 classification employee shall receive the amount they would receive if they assumed the position
23 permanently, or two dollars (\$2) above their normal hourly compensation, whichever is less. If the
24 employee works in the position continuously for more than three (3) weeks, the employee shall be paid at
25 the rate they would receive, if permanent. If employees are assigned to lead the work of other employees
26 in their job title/classification, then lead position premium pay will be applied accordingly to that
27 employee's rate of pay for that time worked.

28
29 **Section 7.6. School Closures.**

30 In the event of an unusual school or district closure due to inclement weather, plant inoperation, or the
31 like, the District will make every effort to notify each employee to refrain from coming to work.
32 Notification will be by radio announcement, television, internet and/or telephone. If the District fails to
33 notify employees at least one (1) hour prior to shift start time, employees who are less than full time (260
34 days) shall receive one (1) hour pay at base rate.

35
36 **Section 7.6.1. Emergency Late Start Options.**

37 In the event of an emergency late start of a school or the District, employees shall communicate
38 with your supervising administrator or their designee to receive approval for using one of the
39 following options:

- 40
41 a. Use leave options available in Sections 9.2, 9.7 or 9.8.1.1
42 b. Be approved to flex the time, and the employee will make up the time by the last day of
43 the following month of the late start with verification form signed by the supervising
44 administrator.
45 c. Participate in paid online training options or talk with your supervising administrator
46 about in-building opportunities.
47

In the event the flex time or training is not accomplished by the last day of the following month, emergency or unpaid time shall be utilized.

Section 7.7. Callback Procedures.

Full-time (2,080 hour) employees called back on a regular workday or called on the sixth (6th) or seventh consecutive workday, shall receive no less than two (2) hours pay at one and one-half (1½) times their regular hourly rate, and if more than four (4) hours are worked under such circumstances, the employee shall receive a minimum eight (8) hours pay and an appropriate lunch period. The callback procedure shall not apply to overtime worked contiguous with the regular work shift or to less than full-time employees.

Section 7.8. Additional Hours, Overtime Distribution/Assignment, Holiday Pay.

Extra and new additional hours of three (3) per day or less, and overtime, shall be distributed to employees at the site or school in accordance with the seniority provisions set forth in this Agreement, except in emergency situations or when the District determines that scheduling and/or program delivery prohibits distribution of additional hours by this method. In the assignment of overtime, extra and additional hours, the District agrees to provide the employee with as much advance notice as possible in the circumstances. Normally, employees designated to work overtime on days outside their regular work week will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before overtime commences. Overtime assignments must have the prior approval of the supervisor. Overtime for Transportation Department personnel is covered in Article XVIII.

Section 7.8.1. Overtime and Holiday Pay.

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay. All part-time employees (less than 2,080 hours) must work more than forty (40) hours during the workweek described in Section 7.1 to be eligible for overtime pay. Any employee required to work on an actual holiday (December 25) shall be compensated double the employee's regular hourly rate of pay for all hours worked, as well their regular hourly rate for holiday pay. Any employee required to work on an observed holiday shall be compensated at the straight rate of pay as well as their regular hourly rate for holiday pay. For the purpose of calculating overtime, holidays which fall on Monday through Friday, shall be considered as hours worked. Less than two hundred sixty (260) day employees required to work the Saturday immediately after or the Sunday immediately before a designated holiday shall be compensated at the rate of one and one-half (1½) times the employee's base rate of pay for all hours worked. Only one (1) premium will be paid for hours worked before or after a designated holiday.

Section 7.8.2. Compensatory Time.

Compensatory time may be accrued, subject to prior supervisory approval, by both two thousand eighty (2,080) hour employees and less than two thousand eighty (2,080) hour employees up to a limit of two hundred forty (240) hours. The District shall maintain records, and there must be reasonable expectation of the opportunity to expend such accrued compensatory time during the school year. Compensatory time shall be accrued at straight time or time and one-half, whichever is appropriate. Unused compensatory time shall be cashed out upon termination, retirement, or the September pay warrant, whichever occurs first.

Section 7.9. Non-Annual Employee Reasonable Assurance Notice.

The District shall include the following information with each non-annual employee's reasonable Collective Bargaining Agreement (2023-2026)
PSE Monroe Chapter #1117 and
the Monroe School District #103



assurance notice: the employee's projected work assignment location, the anticipated number of hours, and the projected date of return to work for the upcoming school year. Notices shall be issued no later than June 15. The District retains all rights to modify the assignment, hours, and date of return to work. The District will notify employees of any changes made in their projected assignments during the summer at least five (5) business days prior to the projected date of return to work in the fall, except bus drivers and in emergency situations as determined by the District.

Section 7.10. Conditions for Workplace Assignment for Health Care Workers.

Nursing employee supervision: Autonomy under nursing supervisor to protect licensure issues will be addressed at LMC on an individual basis.

Section 7.11. Hours of Work and Overtime.

Employees who normally work one hundred eighty-one (181) days or less may extend the work year by accepting specific program generated assignments outside the regular student calendar. Any benefit enhancements triggered by such assignments shall become effective upon commencement of the assignment.

Section 7.12. Day Lead Custodians.

Whenever possible, when a Day Lead Custodian is absent the next ranking on-site responsible Custodian shall be assigned to fill the Day Lead Custodian position. When this occurs, a substitute shall be hired to fill the vacancy created by the re-assignment of the next ranking on-site Custodian. Employees who decline to participate shall be disqualified from consideration for the balance of the semester. When leaves are projected to exceed fifteen (15) consecutive workdays, the vacancy shall be posted and offered to senior qualified Custodians who have applied.

Section 7.13. Two-Step Verification Alternative.

All employees have the option of using system generated codes instead of personal cell phones or a landline when navigating the multi-factor authentication to access District devices.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

Starting September 1, 2024, all employees shall receive the following paid holidays:

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

Section 8.1.2.

When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 8.2. Vacations. (Employees Scheduled to Work 260 Days Including Paid Holidays).

During the first through the fifth year of service with the School District, each full-time (12 months) employee shall be granted ten (10) days paid vacation per year. During the first year of employment, vacation will be prorated based on the employee's FTE.

Thereafter, paid vacation shall be granted as follows:

Years of Service	Max Vacation
1 - 5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15 – 19	20
20 and above	25

Section 8.2.1.

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 for vacation.

Section 8.2.2.

Vacation benefits will be front loaded beginning September 1. Except as provided in the following Sections, 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. 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. A specific vacation shall not exceed the employee's one (1) year's, yearly accrual unless approved by the Superintendent.

Section 8.2.3.

The District will develop a vacation schedule by classification for twelve (12) month employees for the school year (September 1 through August 31) by August 1 of the prior school year. Full-time employees, in order of seniority, shall notify their supervisors of their desired utilization of vacation credit according to the vacation schedule, no later than August 31. In the event the District changes the schedule due to unforeseen work requirements, the employees will be notified

at least two (2) months in advance of the changed schedule. No employee shall be denied accrued vacation benefits due to District employment needs. However, the District may cancel and reschedule a vacation due to a bona fide emergency. In such cases, the District will compensate the employee for any financial loss for tickets or reservations which they incurred as a result of the cancellation.

Section 8.2.4.

Full-time probationary employees may not utilize any vacation during the first ninety (90) days of employment.

Section 8.3. Vacations (Less Than 260 Day Employees).

Section 8.3.1.

Employees working less than two hundred sixty (260) days shall be eligible for paid vacation based only on the employee's regular annual work shift hours. All paid vacation for less than two hundred sixty (260) day employees shall be prorated based on the factor table shown below and the employee's annual rate of pay. Vacation days will be calculated by multiplying the employee's regular scheduled annual number of workdays by the factor shown below which corresponds to that employee's total years of service.

Years of Service	Number of Full Time Days in a Year	Holidays	Max Vacation	Actual Work Days	Factor
1 to 5 years	260	13	10	237	0.04219
6	260	13	11	236	0.04661
7	260	13	12	235	0.05106
8	260	13	13	234	0.05556
9	260	13	14	233	0.06009
10	260	13	15	232	0.06466
11	260	13	16	231	0.06926
12	260	13	17	230	0.07391
13	260	13	18	229	0.0786
14	260	13	19	228	0.08333
15 – 19 years	260	13	20	227	0.08811
20 years and above	260	13	25	222	0.11261

Example: Paraeducator working 180 days per year with 7 years of service
 $180 \times 0.05106 = 9.19.08$ days of earned vacation at their assigned daily hours.

Section 8.3.2.

Employees working less than two hundred sixty (260) days shall not utilize vacation time during the regular school/work year and shall therefore receive a prorated payment for accrued vacation credit.

Section 8.3.3.

Payment for vacation shall be made in equal monthly installments beginning September of each year.

Section 8.4.

Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final paycheck. The District shall have the right to deny payment for unused accrued vacation credit to those employees discharged for disciplinary reasons to the extent of the District's right to be reimbursed for expended but unearned vacation, sick leave, or other demonstrable costs.

1 **Section 8.5. Exhaustion of Vacation.**

2 Vacation leave shall be deducted from the employee's vacation leave balance. Should the employee have
3 no vacation leave, then the vacation leave shall be deducted from the employee's personal leave. If the
4 employee has exhausted all available leave, then vacation leave shall be unpaid leave (salary deduction).
5 Vacation leave shall be compensated at the same rate as the employee would have received had the
6 employee not taken the leave and shall be deducted from vacation leave.
7
8
9

10 **ARTICLE IX**

11 **LEAVES**

12
13
14 The District shall comply with all mandated federal and state statutory leave laws.
15

16 **Section 9.1. Sick Leave.**

17 Each employee who works at least one hundred eighty (180) workdays shall be granted twelve (12) days
18 of sick leave per year based on the employee's average of assigned hours per day. Employees who work
19 less than one hundred eighty (180) days or less than full time shall receive a pro-rated number of hours.
20 Leave not taken shall accumulate from year to year. Sick leave shall be available to those employees
21 hired for posted additional work outside of the employee's regularly scheduled assignment. This does not
22 include extra trips assigned out of transportation.
23

24 **Section 9.1.1. Sick Leave Use.**

25 Sick leave may be used as provided in RCW 49.46.210. See Appendix A.
26

27 **Section 9.1.1.2. Exhaustion of Sick Leave.**

28 Sick leave shall be deducted from the employee's sick leave balance. Should the
29 employee have no sick leave, then the sick leave shall be deducted from the employee's
30 personal leave, then his/her vacation leave. If the employee has exhausted all available
31 leave, then sick leave shall be unpaid leave (salary deduction). Sick leave shall be
32 compensated at the same rate as the employee would have received had the employee not
33 taken the leave and shall be deducted from sick leave.
34

35 **Section 9.1.2.**

36 Any employee absent for more than five (5) consecutive workdays is required to submit a signed
37 statement from a licensed medical practitioner to verify the need for absence. For more than ten
38 (10) cumulative days in any work year an employee may be required to provide a licensed
39 medical practitioner's verification for the absences.
40

41 **Section 9.1.3.**

42 An employee using sick leave for family illness or injury may be required to provide a verification
43 for the absence from a licensed medical practitioner.
44

45 **Section 9.1.4. Yearly Sick Leave Buy Back Program.**

46 State approved yearly buyback programs for accumulated sick leave shall be available to all
47 eligible employees for yearly buy back and for cash out in accordance with WAC 392-136-020
48 upon death, separation of service or retirement.

1
2 **Section 9.1.5. WA-PFML.**

3 Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the
4 Washington State Family and Medical Leave and Insurance Act. The Employment Security
5 Department (esd.ed.gov) administers the Paid Family and Medical Leave Program.
6

7 **Section 9.1.5.1. WA-PFMLA Supplemental Benefit.**

8 Employees may be eligible, upon request, for supplemental benefit payments that would
9 make up the difference between their regular wage and the benefit paid by PFMLA.
10 Employees wishing to do so must communicate with Human Resources prior to taking
11 such leave and adhere to all payroll documentation requirements and deadlines. Under no
12 circumstance shall an employee be paid greater than their current wage amounts.
13

14 **Section 9.1.6.**

15 For those employees who are hourly workers, illness/injury benefits shall be paid on the basis of
16 the base hourly rate applicable to the employee's assigned hours at the time of the injury/illness.
17

18 **Section 9.1.7.**

19 After the third consecutive day of absence, the employee who qualifies for FMLA leave shall be
20 placed on FMLA leave.
21

22 **Section 9.1.8.**

23 A release to return to work from the physician may be required depending on the nature of the
24 illness or injury.
25

26 **Section 9.1.9. Industrial Insurance.**

27 In the event employees are absent for reasons which are covered by the Washington State
28 Department of Labor and Industries, they shall complete the District form indicating the option of
29 their choice regarding pay. If the employee chooses to receive compensation from the District the
30 appropriate deduction will be taken from the employee's leave balances.
31

32 **Section 9.1.9.1.**

33 While an employee is placed on long-term worker's compensation leave defined as longer
34 than six (6) months, no job transfers may take place unless mutually agreed upon by the
35 Union and the District.
36

37 **Section 9.1.10. Sick Leave Credit.**

38 Employees who have accrued illness and injury leave while employed by another public school
39 district in the State of Washington shall be given credit for such accrued illness and injury leave
40 upon employment by the District.
41

42 **Section 9.2. Emergency Leave – Definition and Use.**

43 An emergency is defined for purposes of this leave as a suddenly precipitated situation involving the
44 employee or the employee's spouse, child or parents which is of such a nature that preplanning was not
45 possible or where preplanning would not have relieved the necessity for the employee's absence. The
46 situation cannot be one of minor importance or of mere personal convenience but must be of a serious
47 emergency nature.
48

Emergency or sick leave may also be used for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW. Employees may utilize emergency leave for circumstances involving grandchildren where specialized medical treatments, hospitalizations, involvement with law enforcement or governmental agencies are involved or reasons stated in RCW 49.46.210.

Section 9.2.1.

Emergency leave must be approved by the Superintendent/designee.

Section 9.2.2. Payment of Emergency Leave.

Emergency leave shall be deducted from the employee's sick leave. Should the employee have no sick leave, then the emergency leave shall be deducted from the employee's personal leave, then his/her vacation leave. If the employee has exhausted all available leave, then emergency leave shall be unpaid leave (salary deduction). Emergency leave shall be compensated at the same rate as the employee would have received had the employee not taken the leave and shall be deducted from illness and injury leave.

Section 9.3. Bereavement Leave.

The following provisions shall govern bereavement leave:

Section 9.3.1.

Up to five days for the death of the employee's spouse, registered domestic partner per RCW 26.60, child, foster child, stepchild, grandchild, great grandchild, parent, stepparent or parent substitute who meets the definition of loco parentis in WAC 357-01-202.

Section 9.3.2.

Up to three (3) days for the death of the employee's immediate family: sister, sister-in-law, brother, brother-in-law, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, a permanent member of the employee's household, or a person of whom the employee is the sole financial support.

Section 9.3.3.

One (1) day for the death of the employee's aunt, uncle, niece or nephew.

Section 9.3.3.1.

One (1) day per year to attend the funeral of a close personal friend of employee or spouse.

Section 9.3.4.

Additional days for bereavement may be granted by the superintendent/designee.

Section 9.3.5.

Bereavement leave shall not be deducted from any employee leave benefits.

Section 9.4. Absenteeism.

Authorized absence will consist of only the items so designated in writing in this Agreement or reasons mutually agreed upon by the employee and the District. Subject to RCW 49.46.210 (Appendix A) employees claiming sick leave benefits for five (5) consecutive days or more must submit a written statement from their licensed medical practitioner which states the reason(s) for absence and anticipated return to work date. In compliance with Initiative 1433, the District will not count the use of paid sick

1 leave as an absence that may lead to or result in discipline against an employee. Furthermore, the use of
2 paid sick leave will not be used as a negative factor in any employment action such as evaluation,
3 promotion, or termination.

4
5 **Section 9.4.1.**

6 Two (2) or more unauthorized absences shall be a reason for the employee's discharge.

7
8 **Section 9.4.2.**

9 When an employee will be absent from work due to illness, or for any other reason, the employee
10 shall give notice to the supervisor and/or designee (via the automated call system, etc.) as early as
11 possible, but not later than one (1) hour prior to the beginning of the employee's shift except in
12 emergency situations. Employees leaving work during assigned shift hours due to illness or for
13 any other reason are required to notify their supervisor prior to leaving unless leave was
14 previously approved.

15
16 **Section 9.5. Parental Leave.**

17 Covered under parental leave are maternity leave, paternity leave, adoptive leave and childcare leave.

18
19 **Section 9.5.1. Maternity Leave.**

20 Maternity leave shall be dictated by the employee's physician including leave prior to and after
21 the birth of the child. Maternity leave shall be deducted from the employee's available sick leave
22 and shall be counted as FMLA leave for eligible employees.

23
24 **Section 9.5.2. Paternity Leave.**

25 Paternity leave shall be granted upon the birth of the employee's child. Paternity leave shall be
26 deducted from the employee's available leave(s) and shall be counted as FMLA leave for eligible
27 employees. For employees not eligible for FMLA leave, paternity leave shall be limited to fifteen
28 (15) days in the twelve (12) month period immediately following the birth of the child and shall
29 be deducted from the employee's available leave(s).

30
31 **Section 9.5.3. Adoptive Leave.**

32 Adoptive leave shall be granted for eligible employees under FMLA guidelines. For employees
33 not eligible for FMLA leave, adoptive leave shall be limited to fifteen (15) days in any twelve
34 (12) month time period and may be used for court/legal proceedings, home study or other
35 processes related to the adoption of the child as well as care of the child upon placement.
36 Adoptive leave shall be deducted from the employee's available leave(s).

37
38 **Section 9.5.4. Childcare Leave.**

39 Childcare leave shall be granted upon the birth/adoption of a child for the period of time requested
40 by the employee not to exceed twelve (12) months. When possible, childcare leave shall be
41 arranged at least thirty (30) days in advance. The beginning and ending dates of the childcare
42 leave shall be determined by the Executive Director, Human Resources after consultation with the
43 employee and the site administrator. Childcare leave is unpaid leave.

44
45 **Section 9.6. Judicial Leave.**

46 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as
47 a co-defendant with the District, such employee shall receive a normal day's pay for each day of required

presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 9.7. Personal Leave.

Starting September 1, 2025, additional days per year shall be granted per the leave schedule below with no loss of pay and shall not be deducted from illness and injury leave. Personal leave shall be utilized for personal and private matters that cannot be accomplished during the employee's assigned shift.

Personal Leave Schedule:

<u>Years of Service</u>	<u>Days of Personal Leave</u>
New Employees	2 days
After 1 st year, 260's	3 days
After 3 years, less than 260's	3 days
After 10 years	4 days

New Employees beginning work after September 1 of any year will earn personal leave as follows:

- Employees working one-half ($\frac{1}{2}$) or more of the position work year will earn two (2) personal days.
- Employees working less than one-half ($\frac{1}{2}$) of the position work year will earn one (1) personal day for their first year of employment.

Section 9.7.1. Utilization of Personal Leave.

The employee shall not be required to state reasons for the leave beyond the term personal.

Section 9.7.2. Notice Required for Personal Leave Use.

Personal leave may not be taken during the first or last week of school without approval.

Requests must be arranged at least two (2) weeks prior to the time off requested unless needed for an emergency. In the case of emergency requests may be made verbally. All other requests for these time frames must be in writing. Use of personal time during the first or last week of school shall be the only time where a reason must be given. Personal leave taken immediately prior to or following vacations, holidays, or other non-school days or to extend any other paid or unpaid leave days must be arranged at least thirty (30) days in advance.

The maximum number of employee personal leave days granted on any single day shall be limited to five percent (5%) of the employees in that classification. Personal leave may be extended to additional employees with approval from the Human Resources Office. Personal leave requests made before August 31 for the ensuing year shall be approved in order of seniority on or before the first student day. Requests made after that date shall be on a first come-first served basis. The District reserves the right to deny personal leave to transportation employees if all available licensed transportation employees are already being utilized.

Section 9.7.3. Payment for and Use of Personal Leave.

Employees shall have the right to carry over one (1) day of personal leave per year by filing a written request by August 31 of any school year with the Payroll Department. Employees shall be reimbursed a stipend equal to three (3) days of regular salary for three (3) days of personal leave not used during the school year unless rolled over as shown above. The personal leave cash-out

shall be paid annually in September. The Union President, upon request, shall be provided a report documenting the reimbursement amount to the bargaining unit member.

Section 9.7.4.

Any employee who terminates employment shall receive payment for unused personal time prorated to their separation date with their final paycheck.

Section 9.7.5. Exhaustion of Personal Leave.

Personal leave shall be deducted from the employee's personal leave balance. Should the employee have no personal leave, then the personal leave shall be deducted from the employee's vacation leave. If the employee has exhausted all available leave, then personal leave shall be unpaid leave (salary deduction). Personal leave shall be compensated at the same rate as the employee would have received had the employee not taken the leave and shall be deducted from personal leave balance.

Section 9.8. Leave of Absence – Uncompensated.

Section 9.8.1. Long Term Leave without Pay.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. Leave of absence is leave without compensation. To request a leave of absence, the employee shall make his/her request in writing to his/her supervisor stating the reason for the leave of absence and the anticipated length of time the employee is asking for approved leave.

Section 9.8.1.1. Short Term Leave without Pay.

Short-term leave requests from one to five (1-5) days may be approved by the building or site supervisor, which shall be granted at their discretion. The decision to grant leave request shall be considered with input from the employee's supervisor. A short-term leave of absence from six (6) to thirty (30) days may be granted by the Executive Director of Human Resources at their discretion. The decision to grant such requests shall consider input from the employee's supervisor. All short-term leave requests will be considered on a case-by-case basis, with the effect of the leave on the efficiency of the District's operations considered and are not grievable. All other available personal and vacation leave must be exhausted before a request for short-term leave will be considered. The employee has the right to appeal any denial to the Superintendent prior to the start of the proposed leave event.

Section 9.8.2.

An employee returning to work from a leave of absence not exceeding six (6) months will be assigned to the position occupied before the leave of absence, provided the employee returns within the time specified in the leave of absence. An employee hired to fill a position held by an employee on leave of absence will be subject to all rights and duties contained in this Agreement, except that seniority rights shall not accrue nor apply. If said employee is retained, following the temporary assignment, he/she will be subject to all rights and duties contained in this Agreement retroactive to the hire date. Temporary employees hired to fill a position held by an employee on leave of absence shall only receive benefits if the regular employee has exhausted all paid leave

1 available and is no longer eligible for benefits unless eligible for benefits under the Affordable
2 Care Act.

3
4 **Section 9.8.3.**

5 The employee will retain accrued illness and injury leave, vested vacation rights, and seniority
6 rights while on authorized leave of absence. However, vacation credits, illness and injury leave,
7 salary schedule placement and seniority shall not accrue while the employee is on unpaid leave of
8 absence.

9
10 **Section 9.9. Attendance Incentive Program.**

11 The District agrees to implement the provisions of RCW 28A.400.210 and WAC 392-136, the
12 Attendance Incentive Program, and to adhere to any provisions of this law as changed by the Legislature
13 or court decisions. This law is implemented in District Policy #5401.

14
15 **Section 9.10. Shared Leave.**

16 The District and the Union agree to implement RCW 28A.400.380 regulations pertaining to "Shared
17 Leave." The District and the Union agree to participate in shared leave according to the terms of adopted
18 Board Policy and Procedure #5406.

19
20 **Section 9.11. Military Leave.**

21 Members of the United States military shall be granted all statutory leave in accordance with Federal and
22 State laws associated with military leave.

23
24 **Section 9.12. Medical Related Unpaid Approved Leave.**

25 All bargaining unit members not covered by FMLA, who have worked for the district for at least twelve
26 (12) months shall be eligible for Medical Related Unpaid Approved Leave. Medical Related Unpaid
27 Approved Leave will provide unit members up to twelve (12) work weeks of unpaid leave within a
28 twelve (12) month period. Medical Related Unpaid Approved Leave can be taken for the same
29 qualifying reasons as FMLA.

30
31
32
33 **ARTICLE X**

34
35 **EVALUATION, PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

36
37 **Section 10.1. Performance Evaluation, Process and Evaluators.**

38 Each employee subject to the terms of this Agreement shall receive an annual performance evaluation.
39 Such an evaluation shall be conducted orally and in writing in the presence of the employee. The
40 evaluation shall contain clear and specific criteria and shall be based upon the specific duties and
41 responsibilities identified in the employee's current written job description, to which the employee and
42 the Union shall have access on request.

43
44 Performance concerns cannot be used to mark an employee unsatisfactory if these concerns were not
45 discussed and communicated with the employee prior to the annual evaluation. At any time during the
46 evaluation process, the employee shall have the opportunity to discuss the contents of his/her evaluation
47 with the administrator conducting the evaluation. The employee shall also have the right to attach a
48 response to the evaluation which will then be placed in the employee's personnel file. The employee

shall sign the evaluation to certify only that they have seen it and discussed it with their evaluator. The employee shall be provided with a copy of the annual evaluation. All evaluations shall include attainable goals for each position and a specific process for the attainment of those goals.

Due Dates for Evaluations: The annual evaluation will be completed, signed, and delivered no later than June 15 for less than two hundred sixty (260) day employees and by August 20 for year round employees. Human Resources will provide reminders and training on evaluation expectations to building/department administrators.

Evaluation Process: The annual evaluation will be conducted by the site supervisor, building administrator or Dean of Students under the supervision of the building administrator. Evaluations of staff assigned out of the District Office will be conducted by the supervisor/administrator overseeing the program. The evaluator should have direct knowledge of the employee's work performance. Such knowledge can be obtained by observing the employee and/or receiving input from other sources that work closely with the employee.

Section 10.1.1.

If an employee's performance is judged to be unsatisfactory after corrective steps, and the supervisor has previously met with the employee regarding the performance in question, the immediate supervisor shall arrange a conference with the employee. The conference shall occur within ten (10) working days of the employee's notification of unsatisfactory performance. The immediate supervisor shall discuss and reduce to writing specific items of concern and prepare a performance improvement program.

Section 10.1.1.2.

While an employee is placed on a performance improvement program, no job transfers may take place unless mutually agreed upon by the Union and the District.

Section 10.1.2.

Employees judged unsatisfactory shall meet with the immediate supervisor no less than once per month to review the employee's performance regarding identified deficiencies and the performance improvement program.

Section 10.1.3.

It is agreed between the Union and the District that an employee may be removed from the performance improvement program at any time performance deficiencies are corrected. There is no specific length of time associated with a performance improvement program.

Section 10.2. Seniority Date.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily bargaining unit employment as a regular employee in an open position (hereinafter "seniority date") unless such seniority shall be lost as hereinafter provided. Beginning September 2018, the first tiebreaker to be used, when two (2) new employees have the same seniority date, will be the date and time stamp for the posted open job position applied for and awarded. The tiebreaker for existing employees will be their existing seniority date if such dates are different. Should two (2) or more existing employees have the same seniority date, their tie-breaker will be the date and time stamp for the posted open job position applied for and awarded. Existing employees shall have priority placement over new employees in tie-breaker circumstances.

Section 10.3. Probationary Status.

Each new hire shall remain on probationary status for a period of ninety (90) working days following their hire date. During this probationary period, the District may discharge such an employee at its discretion. A ninety (90) day evaluation will be done for each new employee.

Employees promoted to a higher rated position or hired into a new job classification shall be placed on probationary status not to exceed forty-five (45) days of actual work in the new position. If the District exercises the probation option, such employee shall be returned to an existing equivalent position (equivalent number of hours of work and pay). If no such open position exists, the employee will be placed in permanent unassigned status and dispatched as a substitute until which time an appropriate position is open. The District will consult with the Union should the probationary option be exercised prior to finalizing the option.

Section 10.4.

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

Section 10.5.

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

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

Section 10.6.

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

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
- 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;
- D. Time spent in layoff status as hereinafter provided; or
- E. Change in job classification within the bargaining unit, as hereinafter provided.
- F. Seniority rights will not be lost for changing job classification within the bargaining unit for less than sixty (60) days (i.e., through day 59).

Section 10.7.

Seniority rights shall be effective within the job classification. As used in this Agreement, job classifications are those set forth in Article I, Section 1.4. Employees applying to transfer to another job classification who meet the position qualifications shall be given first consideration and an interview. However, seniority provisions shall apply only to those employees currently within the job classification.

Section 10.8. Application of Seniority.

Section 10.8.1.

The employee with the earliest hire date shall have absolute preferential rights regarding vacation periods.

1 **Section 10.8.2.**

2 The employee with the earliest hire date shall have preferential rights regarding promotions, new
3 or open assignments, overtime within the work area/building on a rotating basis, hours of work
4 within a position, retention of hours during a restructuring, additional hours at the worksite, shift
5 selection, and layoffs when ability, knowledge, skills, and performance are substantially equal
6 with junior or new employees. Overtime rejected at the work area/building will be distributed by
7 seniority. When necessary, ability, knowledge, and skills will be determined by objective
8 assessments. If the District determines that seniority rights should not govern because a junior or
9 new employee possesses ability, knowledge, skills, or performance greater than a senior
10 employee, the District shall, upon request of the bypassed employee, set forth in writing to the
11 employee and the Union President its reasons why the senior employee was bypassed. The
12 District and the Union agree in the 2023-2024 school year to review this Section of the contract
13 for objective assessment of qualifications.

14
15 **Section 10.8.3.**

16 Employees exercising their preferential seniority rights regarding shift selection may be evaluated
17 within thirty (30) working days by the District. Continuance in the new shift assignment shall be
18 subject to the evaluation, Articles V, VI, and/or XV, upon the request of either party.

19
20 **Section 10.9.**

21 Employees who change job classifications within the bargaining unit shall retain their seniority (hire date)
22 in the previous job classification for a period of one (1) year; such retained seniority shall be utilized in
23 cases of layoff only, notwithstanding that they have acquired a new seniority date (hire date) within the
24 new job classification. Seniority in the previous job classification shall not accrue.

25
26 **Section 10.10. Posting Open Positions/Assignments.**

27 The District shall publicize exclusively within the bargaining unit, by written and electronic posting for a
28 minimum of five (5) days, the availability of new or open positions and assignments of more than three
29 (3) hours). If additional hours (of three (3) hours per day or less) cannot be distributed to employees at
30 the building or site in accordance with Section 7.8., then they will be posted as above. A copy of the
31 posting shall be sent directly to the President of the Union. All postings shall include the appropriate job
32 description. Transportation routes will be assigned pursuant to Article 18 of this Agreement.

33
34 **Section 10.11. Layoff Pool.**

35 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
36 District according to layoff ranking. Such employees are to have priority in filling an opening in the job
37 classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2)
38 years.

39
40 **Section 10.12.**

41 Employees on layoff status shall file their addresses in writing with the Human Resources Office of the
42 District and shall thereafter promptly advise the District in writing of any change of address. After
43 twelve (12) months on layoff status, the employee shall notify the District of availability of employment.

44
45 **Section 10.13.**

46 An employee shall forfeit their rights to reemployment as provided in Section 10.11 if the employee does
47 not comply with the requirements of Section 10.12, or if the employee does not respond to the offer of
48 reemployment within five (5) business days.

1
2 **Section 10.14.**

3 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
4 accrued benefits; provided that such employee is offered a position substantially equal to that held prior
5 to layoff.
6

7 **Section 10.15. Position Transfers Related To Cause or Personnel Related Concerns.**

8 The need for a cause related position transfer may be brought forward by the District or the Union. The
9 District and the Union will meet to discuss the need for transfer. If an uninvolved employee is
10 inadvertently impacted, that employee will be transferred under the following conditions: the District will
11 first ask for volunteers for reassignment, if no volunteers come forward, then the least senior employee in
12 the affected position will be reassigned, unless the District and the Union agree otherwise. Affected
13 employees shall be afforded at least two (2) calendar weeks' notice unless in an emergency situation.
14

15 An employee may request an explanation from the District in writing setting forth the reasons for the
16 transfer. The District shall discuss and confer with an employee and the Union where there are changes in
17 job responsibility. The Union reserves the right to negotiate the wages when there is a change in position
18 currently covered by this Agreement or job duties of an employee.
19
20
21

22 **ARTICLE XI**

23 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**
24

25
26 **Section 11.1.**

27 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
28 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the
29 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the
30 employee before other employees or the public.
31

32 **Section 11.2. Notification to Non-Annual Employees.**

33 This section is intended to be applicable to those employees whose duties necessarily imply less than
34 twelve (12) months (excluding vacations) work per year.
35

36 **Section 11.2.1.**

37 Should the District decide to discharge or lay off any non-annual employee, the employee shall be
38 notified as soon as possible, and no later than June 15.
39

40 **Section 11.2.2.**

41 Nothing contained herein shall be construed to prevent the District from discharging an employee
42 for acts of misconduct occurring after the expiration of the school year.
43

44 **Section 11.2.3.**

45 Nothing contained in this Section shall in any regard limit the operation of other Sections of this
46 Article.
47
48

1 **Section 11.3.**

2 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees
3 two (2) weeks' notice of intention to discharge or layoff.
4

5 **Section 11.4. Resignation of Employees.**

6 Failure to give the District two (2) weeks' notice on a voluntary or employee initiated resignation may
7 result in the loss of accumulated fringe benefits.
8
9
10

11 **ARTICLE XII**

12 **INSURANCE AND RETIREMENT**
13
14

15 **Section 12.1. Insurance.**

16 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide
17 funding for all bargaining unit members and their dependents as required by State law, the State
18 Operating Budget, and the School Employees' Benefits' Board (SEBB). Inclusive of employer funding
19 will be payment of the retiree carve-out for all eligible employees.
20

21 **Section 12.1.1. Insurance Information.**

22 The employer agrees to provide timely information about SEBB insurance plans to eligible
23 employees during the school year (as required or recommended by SEBB) and at each open
24 enrollment period.
25

26 **Section 12.2.**

27 The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work six
28 hundred thirty (630) hours or more per school year.
29

30 **Section 12.3.**

31 If the monthly insurance contribution does not cover the employee's insurance premiums, the District
32 shall deduct the difference from the employee's monthly salary to pay the total premium.
33

34 **Section 12.4. Optional Insurance Plans.**

35 Optional insurance programs may be available through the payroll deduction of an amount equal to the
36 premium of the selected program or programs. Public School Employees of Monroe shall have
37 representation on any District-established committee appointed to explore and examine optional
38 benefits. The number of representatives on the committee will be set by the District.
39

40 **Section 12.5.**

41 It shall be the employee's responsibility to pay the premiums during the months they are on an approved
42 uncompensated leave, except as the Family and Medical Leave Act, and Policy 5404, may apply. Each
43 employee shall follow District Fiscal Office Procedures for paying the insurance premiums for the
44 months they are on leave.
45

46 **Section 12.6.**

47 The District shall provide tort liability coverage for all employees subject to this Agreement.
48

1 **Section 12.7. T.S.A. (Tax Shelter Annuity) Programs.**

2 All employees shall be entitled to participate in District approved tax shelter annuity programs. On
3 receipt of a written authorization by an employee, the District shall make the requisite withholding
4 adjustments and deductions from the employee's salary.

5
6 **Section 12.8. Industrial Insurance.**

7 The District shall make required contributions for Industrial Insurance on behalf of all employee's subject
8 to this Agreement.

9
10 **Section 12.9. Unemployment Compensation.**

11 The District shall participate appropriately in an Unemployment Compensation Fund requisite to
12 providing unemployment benefits for all employees subject to this Agreement.

13
14 **Section 12.10. Retirement System.**

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

18
19 **Section 12.11. VEBA.**

20 The District has adopted the VEBA Health Reimbursement Plan (hereinafter "Plan"). The District agrees
21 to contribute to the Plan on behalf of all employees as defined as eligible to participate in the Plan. The
22 Union shall notify and re-authorize such agreement with the District annually consistent with IRS
23 regulations.

24
25 **Section 12.11.1. District Contribution.**

26 The District shall contribute seventy dollars (\$70) per bargaining unit employee, per month to
27 each employee's VEBA account. To be eligible for this benefit, employees must be eligible for
28 SEBB benefits.

29
30
31
32 **ARTICLE XIII**

33
34 **PROFESSIONAL GROWTH, DEVELOPMENT AND TRAINING**

35
36 **Section 13.1. Training Required as Condition of Employment.**

37 Employees attending training courses required by State regulations or District policy as a condition of
38 continued employment will be paid by the District, portal-to-portal (from transportation site), at the
39 employee's regular rate of pay, plus any fee, tuition, or transportation costs. Portal-to-portal times will be
40 in accordance with times as estimated by the District. All training courses must have prior District
41 approval to qualify for payment or reimbursement of costs as determined by the District.

42
43 **Section 13.2. Training Required as Condition of Continued Employment.**

44 Employees required by Federal or State regulations or District policy, as a condition of continued
45 employment, to become certified or examined or recertified or re-examined in any fashion, shall be fully
46 reimbursed for any and all costs incurred. The District reserves the right to direct the scope, location,
47 and/or facilities to be utilized pursuant to this section.

1 **Section 13.3. Training Requested by Employee.**

2 Employees attending training courses or seminars requested by the employee and approved by the
3 District will suffer no loss of regular salary if the course requires them to attend on their regular school
4 employment time, but no salary payment will be made for any time an employee would not have
5 regularly worked; however, expenses incurred for transportation and/or training course fees and tuition
6 will be paid by the District.

7
8 **Section 13.4.**

9 Transportation must be cleared with the supervisor so as to pool rides as much as possible. Paid
10 transportation expense allowed will be for the lesser of:

- 11
12 A. Normal and reasonable expenses from the District Administrative Office to the training location
13 and return, or
14 B. Normal and reasonable expenses from the employee's principal residence to the training location
15 and return, or
16 C. The District may provide transportation.

17
18 **Section 13.5. Professional Development Funds.**

19 The District will provide an annual allocation of five thousand dollars (\$5,000) to be used for
20 professional development purposes which are not covered under Section 13.1 and 13.2. above. The funds
21 will be administered by the Professional Development Committee comprised of District and Union
22 appointees. These professional development funds may not be carried over from year to year.

23
24 **Section 13.6. Employee Cross-Training.**

25 The parties agree to recognize the advantage of having cross-training opportunities for employees seeking
26 to acquire skills related to other bargaining unit positions. Employees requesting training, who are
27 approved by the District, shall be considered to be on their own time when they are participating outside
28 of their normal employment hours. Employees providing training and/or direction with District approval
29 shall be considered on the clock.

30
31
32 **ARTICLE XIV**

33
34 **UNION MEMBERSHIP AND CHECKOFF**

35
36
37 **Section 14.1. Membership.**

38 Each employee subject to the Agreement shall have the option of joining and maintaining membership in
39 the Union upon employment with the District in the bargaining unit. The District and the Union
40 understand that at the center of our labor management relationship is the shared interest in providing the
41 best services to the public. Therefore, it is the expectation of both the Union and the District, that the
42 District representatives shall remain neutral on the issue of Union membership and respect all employees'
43 decisions to join and maintain membership in their exclusive professional advocacy organization
44 PSE/SEIU Local 1948 pursuant to RCW 41.56.140.

45
46 **Section 14.2. Membership Rescission.**

47 Union members subject to this Agreement requesting to rescind membership and membership rights in
48 their exclusive professional advocacy organization shall make such request in writing to the Union,

1 following the constitution and bylaws, and any and all relevant conditions, policies and Procedures.
2 Providing such conditions have been met, the Union shall inform the District of the employee's non-
3 member status consistent with the notification Section 14.3.

4
5 **Section 14.3. New Hire Notification.**

6 The District shall notify the Union and the agreed bargaining unit representative of all new hires as soon
7 as practical, including name, home mailing address, job title, work email, work location and hire date.

8
9 **Section 14.4. Checkoff.**

10 The Union shall provide the District with a full and complete list of bargaining unit employees who are
11 current members of the Union, and shall provide updates, additions, and/or other changes in membership
12 status to the District, upon request. The District agrees to accept dues authorizations or by E-signature.
13 Public School Employees of WA/SEIU Local 1948 will be the custodian of the records related to
14 authorizations. The Union agrees that, as the Custodian of Record, it has the responsibility to ensure the
15 accuracy and safekeeping of those records.

16
17 **Section 14.5. PSE/SEIU Local 1948 Dues.**

18 The District shall deduct Union dues from the pay of any employee who authorizes such deductions in
19 writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer
20 of Public School Employees of Washington on a monthly basis.

21
22 **Section 14.5.1. Local Union Chapter Dues.**

23 The District shall deduct local dues monthly as established by the Local PSE Chapter #1117 and
24 remit the same to the Treasurer of the Monroe Chapter.

25
26 **Section 14.6. Political Action Committee**

27 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
28 deduct from the pay of such bargaining unit employee the amount of contribution the employee
29 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
30 check separate from the Union dues transmittal check. Section 14.7 of the Collective Bargaining
31 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
32 annually, the employee shall be notified by the Union, about the right to revoke the request. This Section
33 will become null and void if modified by law during the term of this Agreement.

34
35 **Section 14.7. Indemnify and Hold Harmless**

36 The Union will indemnify, defend, and hold the District harmless against any claims made, and any suit
37 instituted against the District on account of any checkoff of Union dues requirement that employees pay
38 membership or voluntary political contributions.

39
40 **Section 14.8. Agency Fee Restoration Contingency.**

41 In the event there is a change in law or holding by a court of competent jurisdiction that allows for the
42 withholding of dues or equivalent fee as a condition of employment, PSE/SEIU Local 1948 and the
43 District shall agree to bargain the effect of any such decision inclusive of union security and dues
44 deduction.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. All days regarding the grievance procedure shall refer to "business days." A business day shall mean Monday through Friday, or the days on which the District Office is regularly open, exclusive of legal holidays. The Union shall have the right to initiate a grievance on behalf of a group of employees in a similar situation, subject to the terms of this Agreement. The employees will be identified in the grievance.

Section 15.2. Grievance Steps.

Pre-Grievance Step: If an employee believes the contract has been violated, they may bring their concern(s) to the attention of their supervisor or appropriate administrator in an informal meeting. The matter brought forth will be confidential and will only be discussed with other District administrators as needed. If the employee does not believe the issue was corrected according to the contract, they may initiate Step I of the Grievance procedure. The Union may be notified in writing by the employee regarding the concern and its resolution. Employees may bypass this Step and go directly to Step 1 of the grievance process should they choose to do so.

Section 15.2.1. Step 1.

Employees shall first discuss the grievance with their immediate supervisor. They must state they are initiating a grievance at this point whether they utilized the Pre-Grievance process or not. If employees so wish, they may be accompanied by a Union representative at such discussion and at all subsequent meetings and discussions. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) business days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall have five (5) business days to respond to the employee regarding the alleged grievance. The employee and the supervisor may agree in writing to suspend the timeline of the grievance in order to refer it to the next regular scheduled Labor Management Committee meeting for potential resolution. Should such resolution not be met, the timeline would resume the day following the Labor Management Committee meeting.

Section 15.2.2. Step 2.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee has five (5) business days after talking to the supervisor to move the grievance forward by putting it in writing and submitting it to the supervisor. A statement of the grievance shall contain the following:

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the Human Resources Office. The parties will have ten (10) business days from submission of the written statement of grievance to resolve it. A written

statement, indicating the disposition of the grievance, shall be furnished to the aggrieved. If a mutually agreeable disposition has been made, the parties shall terminate the grievance in writing within ten (10) business days. The employee and the supervisor may agree in writing to suspend the timeline of the grievance to refer it to the next regular meeting of the Labor Management Committee for resolution. Should such resolution not be met, the timeline would resume the day following the Labor Management Committee meeting.

Section 15.2.3. Step 3.

If no settlement has been reached within the ten (10) business days referred to in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) business days to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) business days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The employee and the District Superintendent (or designee) may agree in writing to suspend the timeline of the grievance to refer it to the next regular meeting of the Labor Management Committee for resolution. Should such resolution not be met, the timeline would resume the day following the Labor Management Committee meeting.

Section 15.2.4. Step 4.

If no settlement has been reached within the ten (10) business days referred to in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) business days to the District Board of Directors. After such submission, the parties will have thirty (30) business days from receipt of the written statement of grievance to resolve it by indicating the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by a Union representative or designee.

Section 15.2.5. Step 5.

For those grievances that have not been resolved within thirty (30) days, referred to in the preceding subsection, the aggrieved employee or District may refer the dispute to final and binding arbitration. The aggrieved employee shall notify the District in writing of submission to arbitration within ten (10) working days after receipt of the Board's written response in Section 15.2.4.

Within ten (10) working days, the Union and the District shall mutually agree upon an arbitrator. If the parties fail to agree, a list of seven (7) qualified neutrals shall be requested by the aggrieved party from the American Arbitration Association (AAA). Within ten (10) working days after receipt of the list, the Union and the District shall alternately strike the names on the list, and the remaining name shall be the arbitrator. The party not seeking arbitration shall strike the first name. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine their decision solely to the matters specified on the grievance form. The arbitrator shall confine themselves to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The arbitrator's remedy shall be limited to "make whole remedies." The decision of the arbitration shall be final and binding upon the aggrieved

employee, the Union and the District. The District and the Union shall share equally the arbitration fees and arbitrator's expenses. The District and the Union shall each pay their own legal fees.

Section 15.2.5.1.

Grievance discussions shall take place whenever possible on school time.

Section 15.3.

The Employer shall not discriminate against any individual employee or the Union for taking action under this Article, nor shall reprisals of any kind be taken by District administration or their representatives against any employee or against the Union for their participation in any grievance procedure. Neither the members of the bargaining unit nor representatives of the Union shall take retaliations or action against the District or its representatives or another employee in or out of the bargaining unit for their participation or non-participation in any grievance procedure.

Section 15.4.

It is the Union's intent that grievants shall notify the Union (President, grievance chairperson, field representative) as soon as possible of their intention to file a grievance.

ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1. Prior School Experience.

When an employee leaves one (1) school district within the State and begins employment with the Monroe School District, the employee shall be granted longevity for the same Schedule A placement, vacation, and sick leave benefits as an employee in the District who has similar occupational status and total years of service.

Section 16.1.1.

Former Monroe employees who return to regular employment shall be treated the same as transfers from other Districts.

Section 16.1.2.

Former Monroe School District employees who return as substitute employees in a similar position within twenty-four (24) months of separation of service shall be placed in their former salary step. Once an employee returns as a substitute in a similar position, in order to retain this placement in the future, the employee must again return to substitute work within twenty-four (24) months.

Section 16.2. Non-School Experience.

New employees with non-Washington State public school job experience, comparable to the school position for which they are hired may be, at the District's discretion, placed on the appropriate Step of Schedule A.

1 **Section 16.3. Seniority Rights.**

2 It is expressly understood that seniority rights are not transferable from other school districts or
3 employers. Seniority in the Monroe School District begins with the "hire date" in the Monroe School
4 District as defined in Section 10.1 and is not transferable between job classifications.
5
6
7

8 **ARTICLE XVII**

9
10 **NO STRIKE AGREEMENT**
11

12 **Section 17.1.**

13 There shall not be any authorized strike, slowdown, or any other stoppage of work by the Union,
14 regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee
15 covered by this Agreement. Should a strike, slowdown, or stoppage by the Union members occur, the
16 Union shall immediately instruct its members to return to work. If the members of the Union do not
17 resume work as required by this Agreement, immediately upon being so instructed, they shall be subject
18 to discipline, including discharge.
19
20
21

22 **ARTICLE XVIII**

23 **TRANSPORTATION DEPARTMENT**
24

25 **Definitions Specific to Transportation**
26

27
28 **CDL Driver:** School Bus Driver holding all credentials required by State/Federal laws including
29 OSPI School Bus Authorization who drives a regular route.
30

31 **Non-CDL Driver:** Driver who has completed District training but does not hold CDL credentials
32 and drives a van route.
33

34 **CDL Non-Driving Position:** Other job titles within Transportation, which require CDL
35 credentials and OSPI authorization, who may be used as a substitute on a route/run at their regular
36 pay rate.
37

38 **Substitute Driver:** A substitute employee as defined in Article I who can be either a CDL or
39 Non-CDL driver.
40

41 **Regular Routes:** To/from routes (am/pm), mid-days (kinder and pre-school) and extended day
42 routes. The student is going from home to school and from school to home.
43

44 **Run:** Any segment of a route. Run is also used synonymously when referring to trips.
45

46 **Short Run/Trip:** Any trip that has a total time of one and a half (1½) hours or less; these are not
47 assigned in the rotation.
48

Route Package: A route put together by a driver at bid time. It can contain multiple segments of work identified by the District and selected by drivers according to their seniority.

Route Segments: All segments of work are identified by a Route Number and are available to CDL Drivers at the annual bid time and as additional work when available.

Midday: Any segment of work that takes place after the main AM run and before the main PM run, generally between 9am and 2pm (i.e.: Preschool).

Type of Work

Shuttles: Those regularly scheduled routes that are recurring usually daily but may be weekly. The student is already at the school site. Examples: ROTC, Sno-Isle, swim shuttle. The student is going from school to another site for a specialized program and then returning to school.

Gen Ed Routes: Main AM/PM regular routes.

McKinney Vento Routes: defined as displaced students and foster care children requiring transportation.

Special Need Routes: Special Transportation Accommodation.

Preschool Routes: A midday (as described above) taking preschool students from home to school and from school to home.

Transfers: A route segment that transports students arriving on a regular route, from a transfer to and/or from the student's school of attendance.

Unassigned Work: For any of the work referenced above, driver illness, pre-arranged absences, currently open routes, and newly urgent or emergency transportation requests can create unfilled (unassigned) work. This work shall be assigned as shown below under "Order of Work Assignment". Route segments of a route package will be individually assigned when applicable.

Section 18.1. Transportation – General.

Recognizing that CDL and Non-CDL Drivers in the Transportation job classification present special shift problems, the parties agree CDL and Non-CDL Drivers shall have their own Drivers Seniority List(s) for the purposes of the Annual Bid, Trip Rotations, and any other manner of acquiring extra work by seniority. Shifts shall be established in Transportation in relation to routes and driving times requisite to fulfilling tasks as assigned by the Transportation Administrator. Except for the following, all other contractual uses of seniority remain in place for the different job titles in the transportation job classification. Any Non-CDL employee who acquires their CDL credentials and becomes a CDL Driver shall go to the bottom of the CDL Driver seniority list.

Section 18.1.1. Bus Cleanup and Pre-Trip.

In the event exterior washing and fueling is deemed necessary and so directed by the Transportation Administrator, drivers shall be compensated at their regular hourly rate for the additional time required.

Section 18.1.1.1. Additional Vehicle Pre-Trip(s).

Drivers required to pre-trip more than one (1) vehicle per day will be compensated fifteen (15) minutes for each additional, required pre-trip unless such pre-trip is taking place on layover or carry overtime. Drivers shall be expected to fuel, clean, and/or safety check during this time.

Section 18.1.2. Assigned Hours.

Clock time for contracted routes shall commence with pre-trip and/or mini light and shall conclude upon arrival at the bus garage or end of post trip. Should the route extend later than scheduled, the time shall be calculated to the nearest quarter ($\frac{1}{4}$) hour. Eight (8) minutes into another quarter ($\frac{1}{4}$) hour is the time needed to qualify for an additional quarter ($\frac{1}{4}$) hour compensation.

All drivers with both an AM and PM run shall be guaranteed a minimum of four (4) hour day or twenty (20) hour work week, provided this provision will not exceed ten (10) drivers with less than four (4) hours. Seniority shall determine application of this provision if necessary. Employees at their request may sign a waiver declining the guaranteed minimum hour provision.

Section 18.1.2.1.

Layover time shall be defined as thirty (30) minutes or less between assignments and shall be paid at the driver's basic salary rate of pay. Time in excess of thirty (30) minutes between assignments is not eligible for compensation. All assignments shall begin and end at the bus garage.

Section 18.1.2.2. McKinney Vento Routes.

McKinney Vento routes will be posted and awarded to the most senior CDL driver available to accept the work. If no CDL driver is available, then it will be awarded to a Non-CDL driver. Prior to the run becoming part of the driver's contracted hours, it will be listed as additional hours on their daily time sheets for a period of two (2) weeks for route stabilization and consistency.

Section 18.1.3. Assignment of Additional Hours and Unassigned Work.

Additional hours and unassigned work will be assigned in the following manner:

1. Daily Substitute Needs: Interested drivers are to sign up in the designated location by 5:00 a.m. each day. Assignments made by seniority of those signing up. Cancellation of hours or if a driver declines assigned time shall not require re-assignment of work.
2. Field Trips: Assigned as outlined in Section 18.3.2.
3. Short Run/Trip: Interested drivers are to sign up on the designated run/trip sheet and shall be assigned by seniority.
4. Other Additional Work: Assigned by seniority from those responding to a general radio call out.

Any driver who loses one (1) hour or more of regular time due to school closure or student non-attendance shall be assigned to any additional work ahead of normal sign-up procedures only on the day of the loss. If multiple drivers are involved, it shall be handled by seniority." The definition of "hours worked" for the purposes of assigning additional hours beyond the driver's regular assignment include hours worked + hours of sick leave + hours of personal leave.

Note: all assignments are made with the needs of the students in the forefront. Unless authorized by the Transportation Administrator, no driver can accept additional work that would result in exceeding the forty-two (42) hour rule, see Section 18.3.10.

Section 18.1.3.1.

Bus drivers who are at the transportation site or on an assigned bus run and are asked to perform any work beyond their regular assigned work shift, will be paid for actual driving time and up to thirty (30) minutes if the time between assignments is contiguous to the end of a run or to the start of a scheduled run. Bus drivers asked to perform this additional work shall receive a minimum of thirty (30) minutes pay.

Section 18.1.3.2.

Bus drivers who are off the clock and are called back to work to perform work other than their normal work shift shall receive a minimum of one (1) hour of pay. The District shall have the option of paying continuous time in lieu of a minimum.

Section 18.1.3.3.

It is understood by all parties to this Agreement that any time not spent in actual driving time for these extra assignments shall be directed by the District, and that the employee shall be asked to perform other assigned tasks at the transportation site, provided said tasks are within the normal scope of the driver's job description and/or responsibilities. In the event the driver refuses such additional tasks, the hours paid will be the actual driving time.

Section 18.1.3.4. Daily Unassigned Work Distribution.

1. Four (4) HR Unassigned Route Driver, CDL Driver with a shortened or eliminated route-assigned by seniority.
 - A. Four (4) HR Unassigned Route Drivers usually assigned complete routes or combinations of route types to complete their four (4) hours.
 - B. CDL Drivers who transport McKinney-Vento, special education, or disabled students whose morning or afternoon run is shortened or eliminated by student non-attendance to complete their contracted hours.
2. Non-CDL drivers who transport McKinney-Vento students whose morning or afternoon run is shorted or eliminated by student non-attendance to complete their contracted hours (only for Non-CDL McKinney-Vento extra work).
3. Driver by seniority from the Additional Work sign-up sheet if the work does not conflict with the driver's regular work.
4. Radio callout if the work does not conflict with the driver's regular work. (Substitutes can be assigned work via radio call out if no regular driver responds)
5. Substitutes when no CDL Driver is available to do the work.
6. Non-CDL Drivers in order of seniority, if no CDL Driver is available to do the work and the work does not require a CDL Driver.

7. Non-CDL substitutes if no Non-CDL driver is available to do the work and the work does not require a CDL Driver.
8. CDL Non-Driving Positions.

The District shall bump substitutes to accommodate employees with regular routes up to the time of actual departure. CDL Drivers who cannot be provided with alternative driving assignments shall be guaranteed time equivalent to their shortened or eliminated run up to a maximum of two (2) hours. This guaranteed time shall be spent performing alternate transportation duties. Scheduled student absences shall entitle the affected drivers to substitute priority. In instances of legitimate urgency, the Transportation Administrator may assign work outside of the order of assignment to facilitate the efficient and timely need to meet business.

Section 18.1.4. Staff Meetings.

Staff meetings may be called by the Transportation Administrator for which employees shall be paid at their normal rate of pay for all time in attendance. Mandatory staff meetings, or staff development opportunities, may be called by the Transportation Administrator as needed for which employees shall be paid at their normal rate of pay for all the time in attendance. Two (2) day advance notice will be required for all staff meetings unless an emergency dictates less notice. The Transportation Administrator may excuse drivers from attendance at staff meetings.

Section 18.1.4.1. In-Service Training.

In-Service training for the following year will either be conducted during one (1) full day during the third (3rd) full week of August or multiple days in one (1) week after the start of the school year and prior to the last day of October. The District shall identify the date (if in August) or week (if after the start of school) of the driver In-Service training for the following year prior to the last student day of the current calendar. It shall be the responsibility of the individual driver to inform the Transportation Administrator if alternate training needs to be obtained due to a scheduling conflict during the third (3rd) full week of August prior to the last student day of the current year.

Section 18.1.5. Driver Definition Description.

Only classified employees, classified bus drivers (CDL Driver) and Non-CDL drivers, meeting State requirements, shall be used to drive regularly scheduled runs in any vehicle owned by the District, used to transport school children, having a seating capacity of ten (10) or less persons, (including the driver) unless an emergency should arise requiring the use of other qualified drivers, as determined by the District.

Section 18.1.6. Absence Notification.

When a Transportation employee will be absent from work due to illness, or for any other reason, the employee shall give notice to the dispatch office as early as possible, but not later than 5:00 a.m. for morning routes, and one (1) hour prior to the beginning of all other routes except in emergency situations.

Section 18.2. Route Assignment and Annual Bid.

If an annual bid is scheduled after the start of a new school year, drivers returning for the new school year will return to the route driven at the end of the previous year. Due to demographic or programmatic changes, some routes may change. There will be an annual bid scheduled prior to the start of the new

1 school year or no later than the second Monday in October. Prior to the annual bid, if scheduled after the
2 start of the new school year, the Transportation Administrator will assign routes temporarily, as
3 necessary, by seniority, to begin the school year. Any driver whose route has been eliminated or has been
4 reduced shall have the opportunity to stay on that route or be assigned by the Transportation
5 Administrator by seniority to any open route, or available appropriate work. Once these temporary
6 assignments are made, they will remain in effect until the effective date of the newly bid routes. If an
7 annual bid is scheduled after the start of the new school year, new routes will start no later than five (5)
8 days after the bid. The Transportation Administrator shall publish five (5) working days prior to bid day,
9 the District's plan for the Transportation Department's regular and special education routes. All routes
10 will be bid on in order of seniority.

11
12 The District plan shall include the following information: route designation, routes to be driven,
13 assignments regarding pick-up and delivery and drive time. The District will annually review the bidding
14 process and route development with the Union prior to bid documents being provided to drivers.
15 Bus drivers who elect to bid for van routes and are awarded those routes will receive the van route wage
16 for that van route. In the event only a van route is available, CDL wages shall be paid for that van route.
17 If a CDL driver packages a van route with a regular CDL route, CDL wages shall be paid for that van
18 route.

Section 18.2.1. Post Bidding Assignments.

19
20 Any route package that is open following bidding, and prior to the end of the student school year
21 shall have the AM/PM portion of the route posted and awarded on the basis of seniority.

22 Following this process, an open bid meeting will be convened within three (3) working days. The
23 vacated route segments and subsequent vacancies will be awarded by seniority to those people
24 attending the open bid meeting. Those unable to attend the open bid meeting may participate by
25 electronic means or by telephone.
26

27
28 If the open route package is the result of a leave of absence of twenty (20) days or more, it shall
29 be posted and assigned on the basis of seniority only for the term of the leave of absence. The
30 Manager of Transportation will assign a temporary driver to the successful bidder's route. The
31 AM/PM portion of a current driver's route will be subbed in its entirety and the midday and
32 extended day routes will be subbed separately. A regular or substitute filling a route held by an
33 employee on leave of absence shall only receive additional benefits (over and above their current
34 benefit level) if the driver on leave has exhausted all paid leave available and is no longer eligible
35 for benefits under the Affordable Care Act.
36

Section 18.3. Field Trips.

37 All other transportation activities shall be considered extra trips except as provided for in Section 18.3.1.
38

Section 18.3.1. Assignment of Field Trips.

39
40 Field trips shall be assigned on a rotating seniority basis by the employer. If a trip that has been
41 assigned to and accepted by a driver from the rotating seniority list is eliminated after being
42 awarded, that driver will be assigned to the next unassigned trip. In the event a trip assigned to a
43 driver from the rotating seniority list is posted on the board and canceled prior to being awarded,
44 that driver will be assigned to the next unassigned trip, provided no driver can accept additional
45 work that would result in exceeding the forty two (42) hour rule, see Section 18.3.10 and 18.3.1.1.
46
47
48

Section 18.3.1.1. Trip Overtime.

In addition to an employee's regular route hours, an employee is allowed to sign up for field trips, not to exceed forty-two (42) hours per week.

Section 18.3.1.2. Trip Overtime Application.

When an assigned trip would cause the driver to exceed the allowable Trip Overtime of forty-two (42) hours, the trip will be awarded to the next senior driver who has signed their name, as long as they don't exceed the Trip Overtime of forty-two (42) hours. If all drivers who have signed up exceed the Trip Overtime of forty-two (42) hours, the trip will be called out by seniority to the driver with no overtime or when the less senior drivers' hours are within two (2) hours of the senior driver the trip shall be awarded to the senior driver.

Section 18.3.2.

Field trips will normally be posted at least twenty-four (24) hours prior to the time the trip is awarded. Because trips are not awarded until 2:30 p.m. any trip posted by 1:00 p.m. on the day the trip is to be awarded will be considered a regular trip. Any trip received after 1:00 p.m. on the day the trip is to be awarded or without twenty-four (24) hours' notice, will be considered a last minute trip and will be awarded from the last minute rotation list and will not affect eligibility for the following day's run.

Section 18.3.2.1. Early Release Day Exception.

On early release days, trips will be assigned according to the hours released early. (Example: two (2) hour early release will be assigned two (2) hours earlier from Section 18.3.2.)

Section 18.3.3.

When possible, any trip ten (10) hours or more will be assigned from the regular rotation list and posted ten (10) days in advance of departure and assigned five (5) days in advance of departure.

Section 18.3.4.

Trips are awarded (2) two days prior to departure date; except on Thursday when Sunday and Monday day trips are awarded and Friday when Tuesday trips are awarded. Interested drivers must sign their names on the Trip Board by 2:30 p.m. two (2) working days preceding departure of the trip to be eligible for those trips, except for those drivers who are unable to sign by the deadline because they are on an overnight trip. Those drivers may register their acceptance electronically to the dispatcher by 2:30 p.m.

Drivers who have pre-scheduled their whole day off where they would have been awarded a rotational trip will be bypassed for that trip. After trips are posted, drivers may sign up for any or all trips on the Board. Trips will then be awarded by seniority. The senior driver will be awarded the trip with the most hours. A driver who is awarded a trip and cannot drive any portion of their route the day of the trip, due to illness, the next senior driver on the trip sheet shall be awarded the trip. Prescheduled sick time for any segment of a route is excluded from trip reassignment.

1 **Section 18.3.5. Split Field Trips.**

2 If it becomes necessary to split a field trip after it is posted because of a shortage of drivers, buses,
3 or other unforeseen circumstances, the field trip may be split between the eligible senior drivers
4 who signed for the field trip. Split trips scheduled on non-student days will be paid as follows:

- 5
- 6 1. If one (1) driver drives both portions of the trip, the compensation will be a minimum
7 of four (4) hours for the trip.
 - 8 2. If the trip is split between two (2) drivers, each driver will be compensated a minimum
9 of two (2) hours.
- 10

11 **Section 18.3.6.**

12 If a driver declines to take a field trip which has been tentatively assigned to them, the next
13 unassigned eligible driver who has signed the regular Trip Board will be awarded the run. In
14 cases where time does not permit contacting the next eligible driver, the Transportation
15 Administrator shall assign the trip in the most equitable and expedient way possible.

16

17 **Section 18.3.7. Trip Time Changes and Refusals.**

18 If the time of a trip is revised thirty (30) minutes or more within the same workday after the trip is
19 assigned to a driver, the driver will have the option of declining the trip at the time of notification
20 of the revision without penalty. Any driver who accepts the final trip and then refuses to make the
21 trip where the time has not been revised more than thirty (30) minutes, shall be ineligible to sign
22 up for any trips for a specific period of time as noted below unless the District determines that a
23 legitimate emergency is not the cause of the refusal.

24

- 25 1. On the first occurrence, the driver will not be able to sign up for any trips through one
26 (1) entire rotation.
 - 27 2. A second occurrence within the same school year will not allow the driver to sign up
28 for any trips for two (2) entire rotations.
 - 29 3. A third occurrence within the same school year will not allow the driver to sign up for
30 any trips for the remainder of the year.
- 31

32 In the event a field trip is eliminated, the District will assign the affected driver other tasks in
33 accordance with the provisions set forth in Section 18.1.3.3 for the amount of the lost regular
34 route time.

35

36 **Section 18.3.8. Canceled Trips.**

37 If a field trip request received by the office is canceled within one (1) hour of scheduled departure,
38 the driver will be allowed to complete his/her regular assignment if possible or be assigned the
39 equivalent hours of work lost.

40

41 **Section 18.3.8.1.**

42 For trips that are cancelled once the trip has been awarded, aside from sports trips,
43 the driver shall receive a minimum of two (2) hours for canceled weekday trips and
44 three (3) hours for canceled weekend trips.

45

46 **Section 18.3.9.**

47 Trip Boards will provide such information as date, destination, starting time from the garage, and
48 approximate time for the run. The Transportation Administrator shall use the best information

1 available to estimate the run time, which will serve as a guide for drivers interested in signing up
2 for the field trip. Trip Boards will be posted in the Drivers' Room and will indicate which drivers
3 were assigned which trips.
4

5 **Section 18.3.10.**

6 Drivers responsible for a regular route package may be released from their schedule or portion
7 thereof to accept a field trip provided that the driver gains a minimum of one (1) hour of
8 additional time over his/her regular assignment unless the trip is assigned to you from the
9 seniority rotation list.
10

11 **Section 18.3.11.**

12 The District shall have the authority to bypass, in seniority order, any driver requesting a field trip
13 if that specific trip would cause the driver's weekly hours to exceed forty two (42) hours.
14

15 **Section 18.3.12.**

16 The District is committed to using the District fleet and District drivers whenever feasible. When
17 it is not possible to provide a bus/driver for a requested trip, the District shall have the authority to
18 subcontract the work with prior explanation to the Union President. The District shall use District
19 drivers/fleet for the return portion of a trip when it is economically feasible to cancel the charter
20 for the return portion.
21

22 **Section 18.4. Bus Driver Compensation.**

23 Bus driver compensation shall be governed by the following provisions.
24

25 **Section 18.4.1. Regular Routes and Trips.**

26 Drivers shall be compensated at the regular hourly rate for all regular routes and for actual driving
27 time on all trips, including standby time.
28

29 **Section 18.4.2. Standby Time.**

30 Drivers shall be compensated for standby time, which is defined as the non-driving time between
31 the arrival and departure from the designated field trip destination. Prior to the field trip, the
32 driver will be informed by the Transportation Administrator if they are to remain with the bus at
33 the destination or remain with the students.
34

35 **Section 18.4.3. Overtime.**

36 Overtime shall be compensated at one and one-half (1½) times the employee's base pay for hours
37 that exceed forty (40) hours in one (1) week.
38

39 **Section 18.5. Overnight Trips.**

40 The District shall attempt to schedule trips so that driving time does not exceed ten (10) hours per twenty-
41 four (24) hour day nor exceeds fifteen (15) hours total "on-duty" time per twenty-four (24) hour day.
42 Should an emergency occur as verified by the District so that his/her total 'on-duty' time exceeds fifteen
43 (15) hours in any one (1) twenty four (24) hour day, the driver will be compensated at one and one-half
44 (1½) the hourly rate of pay for the additional time.
45

46 **Section 18.5.1. Defining Overnight Trips.**
47
48

Section 18.5.1.1. Driving Time.

Driving time is all transit time spent at the driving controls of a motor vehicle in operation from point of beginning to point of destination.

Section 18.5.1.2. On-Duty Time.

On-duty time is from the time a person begins to work until he/she is relieved from work and all related responsibility. On-duty time may be interrupted by periods of non-duty time when the driver is released from duty by the trip supervisor. Drivers who are required by the Transportation Administrator or the designated trip supervisor to stay with their vehicle for security purposes shall not be considered to be off duty.

Section 18.5.1.3. Rate of Pay.

The pay rate for overnight trips shall be the same as compensation outlined in Schedule A.

Section 18.5.2.

For overnight trips where driving time is less than eight (8) hours per day, the driver will be compensated for eight (8) hours driving time except on the last day of the trip, when no extended driving time will be allowed after returning home.

Section 18.5.3.

Drivers shall receive compensation for all hours worked on overnight trip assignments as outlined in Section 18.5.1.2.

Section 18.5.4.

The District shall not be responsible for compensation during mealtimes except in those instances when drivers are required, by the Transportation Administrator or the designated Trip Supervisor, to remain with their vehicles during mealtimes.

Section 18.5.5.

Overnight trips will be assigned from a separate rotating list based on seniority.

Section 18.5.6.

The District shall have the authority to bypass seniority provisions of the Agreement to deny a driver's request for an overnight trip if the overnight trip would cause the drivers weekly hours to exceed the allowable Trip Overtime of forty two (42) hours. However, once a driver is assigned an overnight trip, that driver will be released from their contracted hours so that the driver's weekly total hours, including the overnight trip, shall not exceed the allowable Trip Overtime of forty two (42) hours providing any previously completed trip runs or extra work not included in their contracted hours, has put the driver in excess of the allowable Trip Overtime of forty two (42) hours.

Section 18.5.7.

Whenever possible, overnight trips will be posted ten (10) days in advance of departure and assigned five (5) days in advance of departure.

1 **Section 18.6. Transportation Training.**

2
3 **Special Needs Training:** All employees involved with transporting or assigned specially to working with
4 medically fragile or behaviorally disruptive students identified by the District shall receive appropriate
5 training and compensation for the time involved in the training at their regular hourly rate or time and a
6 half if they are over forty (40) hours per week.
7

8 **Mountain Pass Trips:** Beginning January 1, 2014, Drivers must successfully complete a mountain
9 incline driving training program prior to accepting any mountain pass trips. Training will be available
10 through the transportation department on a sign-up basis. Training will be provided by the seniority of
11 those requesting training. The Transportation Administrator with input from the driver trainer may waive
12 mountain pass training for employees able to demonstrate prior mountain pass driving mastery. Mountain
13 pass driving training will become part of the initial driver training program.
14

15 **Section 18.7. Bus Attendant.**

16 Both parties have reviewed the flexible shift assignments for the Bus Attendant position and applicable
17 layover issues related to the position. The District and the Union agree to the following procedures for
18 establishing the work schedule.
19

- 20 A. The Bus Attendant starting time will be no more than ten (10) minutes after the conclusion of a
21 morning route if applicable. This allows for a flexible start time for morning route drivers who
22 may wish to substitute for or bid on a midday route.
23 B. There is no paid layover time between the driving assignment and the Bus Attendant assignment.
24

25 **Section 18.8. CDL Costs, Trainee and Training Time.**

26
27 **Section 18.8.1. New CDL Driver Trainees.**

28 The District shall pay the following upfront costs:

- 29 a. DOT physical at the current District contracted provider rate.
30 b. CDL permitting costs
31 c. CDL testing fee (initial test only)
32

33 If separation from the District occurs prior to ninety (90) workdays from the date the CDL is
34 issued, any upfront costs paid, or reimbursements will be recaptured from the substitute's final
35 paycheck.
36

37 For training time, a CDL trainee will be paid according to the following calculation utilizing
38 Schedule A, per hour up to a maximum of eighty (80) hours of training.
39

40 Calculation = Current Sub-Driver one to twenty (1-20) days hourly rate minus three
41 dollars (\$3) per hour
42

43 Once a CDL driver is credentialed and begins driving for the District, for the first twenty (20)
44 workdays of driving their rate of pay shall advance to the "Sub Driver one to twenty (1-20) days"
45 rate on Schedule A. At the twenty-first (21st) day of driving their rate shall advance to the "CDL
46 Driver+ Sub w/twenty-one (21) workdays or more" rate on Schedule A.
47
48

1 **Section 18.8.2. Current Non-CDL Drivers seeking CDL Credentials.**

2 1. The District shall pay the following upfront costs:

- 3 a. DOT physical if a new physical is needed (at the current District contracted
4 provider rate)
5 b. CDL permitting costs
6 c. CDL testing fee (initial test only)

7 2. Reimburse the following fees after twenty (20) workdays driving substitute CDL driver work:

- 8 a. CPR/First Aid fee
9 b. CDL license fee

10
11 Current Non CDL drivers seeking CDL credentials will be paid no less than their current rate of
12 pay for a maximum of twenty (20) hours of training or those hours reasonably required to obtain
13 their CDL credentials.

14
15 Once a current Non CDL driver is credentialed as a CDL driver, and substitutes as a CDL driver
16 for the District, their rate of pay shall be no less than their current rate of pay or the appropriate
17 step rate on Schedule A as a CDL sub driver whichever is more.

18
19 **Section 18.8.3. New Non-CDL Driver Trainees.**

20 The District shall pay the following upfront costs:

- 21 a. DOT physical at the current District contracted provider rate.

22
23 Non CDL training time will be paid according to the following calculation utilizing Schedule A,
24 up to a maximum of twenty (20) hours of training.

25
26 *Calculation=* Current Non CDL Driver hourly rate minus one dollar fifty cents (\$1.50) per hour

27
28 Once a Non CDL driver is credentialed at their Non-CDL driving level and begins driving for the
29 District, their rate of pay shall be advanced to Non-CDL Driver sub rate shown on Schedule A.

30
31
32
33 **ARTICLE XIX**

34
35 **PARAEDUCATORS**

36
37 **Section 19.1. Paraeducator Definition.**

38 A Paraeducator's role is that of an employee who works under the direct supervision of a certificated
39 teacher, providing supplemental instruction and intervention. A Paraeducator assists in the provision of
40 services, provided that the instruction is designed, supervised, and monitored by certificated staff.
41 Paraeducators build on skills that have been introduced to students. If any employee believes that they are
42 being requested to work outside of the defined role of a Paraeducator, a conference with their supervising
43 administrator may be called. If the matter has not been resolved, a conference with Human Resources and
44 Union representation may be called to resolve the matter.

1 Non-Instructional Paraeducators: Will be defined as any Paraeducator not working under the supervision
2 of a certified teacher or licensed staff member supporting and assisting in providing instructional services
3 to students and families. Examples include Paraeducators whose sole responsibilities include lunchroom
4 and playground supervision, before and after school suspension, as well as safety patrol.

5
6 Instructional Paraeducator: Will be defined as any Paraeducator who works under the supervision of a
7 certified or licensed staff member, to support and assist in providing instructional and other services to
8 students and their families. Instructional Paraeducators may have non-instructional duties included in
9 their assigned tasks however, all hours will be paid at the Instructional Paraeducator rate.

10
11 Specialized Instructional Paraeducator: Will be defined as a Paraeducator working in high need programs,
12 in positions identified by the District as having heightened responsibility and/or with students assigned
13 1:1 support on their IEPs. They must be minimally trained in Crisis Intervention Prevention (CPI) or
14 other approved de-escalation and restraint training, First Aid, and CPR. Additional training may be
15 required based on program or student need. These high need/low incidence programs and positions of
16 heightened responsibility are Paraeducators in 1:1 positions; Positive Behavior Support; Structured
17 Learning Center; Developmentally Delayed Preschool; Community Based Transition; Behavior Support
18 and Health Room Support Paraeducators.

19 20 **Section 19.2. Paraeducator Structure.**

21 Instructional and Specialized Instructional Paraeducators must meet the minimum requirements of WAC
22 179-03-020. Non-Instructional Paraeducators must meet District hiring requirements. All current
23 employees meet this standard. All Paraeducators, as defined in RCW 28A.413.010 shall need to
24 complete the state mandated Fundamental Course of Study and General Paraeducator Certificate
25 according to the schedule determined by the State (As per WAC 179.01.020). Health Room Assistants are
26 exempt from the Fundamental Course of Study and General Paraeducator Certificate requirements.

27 28 **Section 19.3. Paraeducator Assignment.**

29 All minimum work agreement hours as established by the first working day in October shall be worked
30 and/or assigned and accepted by the employee by the last student day of a school year. Any remaining
31 hours not worked or scheduled by the last student day will be deducted from the employee's current work
32 agreement, provided the employee has had the opportunity to fill those hours prior to the final student day
33 of the school year. However, administrators may offer summer work to building Paraeducators by
34 seniority. If no one accepts, the administrator may assign the hours by reverse seniority. Specialized
35 Instructional Paraeducators will be assured two (2) years of work within the category provided
36 satisfactory annual evaluations are received. Employees working in this category will not be transferred
37 to Instructional Paraeducator work assignments. Employees accepting positions and/or assignments as
38 Specialized Instructional Paraeducators are not eligible for transfer to Instructional or Non-Instructional
39 Paraeducator positions for two (2) years from the date the assignment begins. In the event District
40 financial needs necessitate a reduction in force program, the provisions above will be voided.

41
42 If extenuating circumstances arise that warrant a change in assignment from Specialized Instructional
43 Paraeducator to Instructional or Non-Instructional Paraeducator within the two (2) year timeframe, the
44 District and the Union will meet and jointly determine whether a waiver to the above provision should be
45 granted. Assignment of extra Non-Instructional Paraeducator hours after the beginning of the school year
46 shall be offered based on a seniority list of all Paraeducators in the building.

Section 19.3.1. Specialized Instructional Paraeducators Work Sites.

Specialized Instructional Paraeducators and Instructional Paraeducators are building based. Building assignments will be based on student need and District allocation. Should a special education program in a building or student need change during the school year eliminating the need for a Specialized Instructional Paraeducator position, the Paraeducator will be given the opportunity to transfer into another open Specialized Instructional Paraeducator position within the current school placement.

If no Specialized Instructional Paraeducator positions are available at the current school, the Paraeducator will have the opportunity to transfer into an open Specialized Instructional Paraeducator position at another school or an open Instructional Paraeducator position at the current school site.

If there are no open Specialized Instructional Paraeducator positions within the District, the Paraeducator will have the option of transferring into an open Instructional Paraeducator position.

If there are no open Specialized Instructional Paraeducator positions in the District and the affected Paraeducator chooses to remain a Specialized Instructional Paraeducator, seniority rules will be applied (Article 10) in determining assignment options.

Section 19.3.2. 1:1 Paraeducators.

Section 19.3.2.1. 1:1 Specialized Instructional Paraeducator Assignment.

A 1:1 Specialized Instructional Paraeducator is assigned to a 1:1 role within the building in a direct support role or shared support role for students who have the support indicated in their IEP. In the event that a 1:1 Specialized Instructional Paraeducator is having difficulty implementing a student's IEP, additional training will be provided. If additional training does not result in improvement in IEP implementation, or the appropriate Student Services administrator with input from the student's school based team determines the assignment is not a good fit, the District and the Union will meet and jointly determine a different Specialized Instructional Paraeducator position that will provide for more success for the employee.

In the event, due to student need dictated by a change in the student's IEP, a change of 1:1 Specialized Instructional Paraeducator is needed, the Paraeducator will have the option to transfer into another Specialized Instructional Paraeducator position pursuant to Section 19.3.1 of this Agreement. If a 1:1 Paraeducator primarily works with a specific student and that student transitions from one school level to another (i.e. elementary to middle) or to another district school, the current 1:1 Specialized Instructional Paraeducator will have preference of transitioning to the new school level or school with that student or remaining at their current school and transferring into an open Specialized Instructional Paraeducator position if such a position is available.

Section 19.3.3.

Prior to finalizing initial Paraeducator assignments for the current school year, supervisors will formally seek written Paraeducator input as to preferences and strengths. This process shall take place prior to the end of the previous school year. Supervisors will consider input and seniority but retain the right to assign Paraeducators to best meet student and District needs.

1
2 **Section 19.3.3.1.**

3 Human Resources will examine specific circumstances upon request to ensure compliance
4 with this Article and provide the Union with a report of its findings.
5

6 **Section 19.3.4.**

7 A Paraeducator shall not be required to pack or assist with moving in the case of a
8 teacher/program transfer or reassignment.
9

10 **Section 19.4. Preparation Time.**

11 If Paraeducators are asked to assist teachers in lesson preparation, that time should be considered part of
12 the Paraeducators assignment to that teacher or program. An employee who finds that he/she does not
13 have adequate time on a regular basis to prepare should consult with the building administrator to resolve
14 the concern.
15

16 **Section 19.4.1**

17 LAP, Resource, and MLL employees will work with their District administrator or building
18 administrator to establish necessary preparation times when such employees are responsible for
19 implementing student instruction with minimal direction.
20

21 **Section 19.5. Work Schedule.**

22 Employees must receive a written schedule showing lunch periods, rest periods, and email access time.
23 Paraeducators who work six (6) hours a day or more, shall work with their administrator to be provided
24 fifteen (15) minutes daily to access technology as most information from the District to employees is
25 provided digitally. Employees who work more than three (3) and less than six (6) hours will receive ten
26 (10) minutes and employees who work three (3) hours or less will receive five (5) minutes for the same
27 purpose.
28

29 **Section 19.5.1. Paraeducator Working Beyond Scheduled Hours.**

30 Paraeducators shall be compensated for required tasks performed, which are beyond their
31 scheduled hours, e.g., bus duty, preparation of discipline and accident/incident reports, and other
32 documentation. Prior approval from administrators is required for extra time, except in
33 circumstances where unexpected student supervision dictates the need for the additional hours.
34 No Paraeducator shall be expected to consult with teachers on their own time.
35

36 **Section 19.6. Early Release Days.**

37 Paraeducators and Specialized Support employees working in schools whose regular assignment extends
38 one (1) or more hours after students are released on the day before Thanksgiving, the last student day
39 before Winter Break, and the last day of school will be allowed to leave one (1) hour after students are
40 dismissed without loss of pay. All such time will be reported as Personal Leave on timesheets and cannot
41 be used or exchanged for any other work dates. Should an emergency school closure or early release
42 situation arise, the District shall collaborate with the Union to determine the best method for avoiding lost
43 wages, etc.
44

45 **Section 19.7. Additional Work.**

46 Regular employees shall have the ability to use the substitute management software to add additional
47 hours to their workday, at their current rate of pay.
48

1 **Section 19.8. Paraeducator Training.**

2
3 **Section 19.8.1. School Improvement Training.**

4 Training and Professional Development activities related to school improvement that are
5 scheduled and offered to Paraeducators during periods of early dismissal for students and are
6 funded by grants or other specifically targeted funds shall be considered additional hours. Such
7 hours are above the minimum work agreement that is established on the first working day of
8 October.

9
10 **Section 19.9. Paraeducator Safety.**

11 Behavior intervention plans are intended to support students to help students learn appropriate behaviors
12 so they may participate fully in their education. The District shall continue to minimize the risk of injury
13 to employees from students who engage in potentially dangerous behaviors by:

- 14
15 1) sharing all relevant information with employees regarding students they directly work with
16 who are on behavior intervention plans to the full extent permitted by law; and
17 2) encouraging employees to file incident and exposure reports when students engage in
18 behaviors that lead to injuries or exposure to bodily fluids; and
19 3) providing timely training to employees serving students who are on behavior intervention
20 plans; and
21 4) encourage the timely development of appropriate intervention plans and strategies based on
22 an analysis of a student's behavior, "Relevant Information" includes any information
23 necessary for the employee to provide effective services to the student, as well as information
24 necessary for the employee to maintain the safety of himself or herself, other employees or
25 other students.

26
27 For any other safety concerns, refer to Article XXIII Safety.

28
29 **Section 19.10. Communication/Equipment.**

30 The District will provide effective communication devices, other equipment or procedures when
31 necessary to minimize unreasonable foreseeable risk of injury to employees.

32
33 **Section 19.11. Sharing Student Information.**

34 An employee assigned to work directly with a student on an Individual Education Plan (IEP) or 504 Plan
35 shall have access to portions of the IEP and/or accommodations that are necessary for the employee to
36 perform their assigned work with the student prior to or within two (2) workdays of the student's
37 assignment or the District's receipt, whichever is later. Employees shall not make copies of any portion
38 of the IEP or 504 Plans unless they are directed to do so by the case manager or other supervisor and
39 those copies are kept under lock and key in the classroom.

40
41 **Section 19.12. Confidential Student Information.**

42 Employees have a responsibility to familiarize themselves with and follow all applicable state and federal
43 privacy laws and regulations regarding confidentiality of student and parent information, including, but
44 not limited to, any information contained in a student's IEP, Behavior Intervention Plan and/or 504 Plan.
45 Failure to keep such information confidential may result in disciplinary action.

1 **Section 19.13. Incident Concerns.**

2 Employees who note a major or repeating concern regarding a student supervision incident shall report
3 the concern to the building administrator. The building administrator will work in a timely manner with
4 the employee to create a plan to address the concern.
5
6
7

8 **ARTICLE XX**

9
10 **SALARIES AND EMPLOYEE COMPENSATION**
11

12 **Section 20.1.**

13 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
14 worked. Each employee shall receive an accounting and itemization of authorized deductions as shown
15 on the statement of remittance.
16

17 **Section 20.1.1. Salary Increases.**

- 18 ○ Effective September 1, 2023, all wages will be increased by seven percent (7%) inclusive
19 of the state inflationary rate (currently known as IPD).
- 20 ○ Effective September 1, 2024, all wages will be increased by six percent (6%) inclusive of
21 the state inflationary rate (currently known as IPD).
- 22 ○ Effective September 1, 2025, all wages will be increased by five percent (5%) inclusive of
23 the state inflationary rate (currently known as IPD).
24

25 **Section 20.1.2. State Allocation.**

26 Each year of this Agreement all salaries on Schedule A shall be adjusted by any state authorized
27 cost of living percentage adjustments or any salary adjustment negotiated in Section 20.1.1. State
28 authorized cost of living adjustments are defined as increases or decreases that are identified
29 specifically as either a cost of living adjustment, IPD (Inflationary Price Deflator) or any named
30 index, calculation or allocation used by the State to reflect a salary increase, salary reduction or
31 salary restoration. Salary restoration only becomes a pass through if salaries were previously
32 reduced. State authorized cost of living adjustments do not necessarily apply to all changes made
33 by the state to the state allocation formula for classified employees in the prototypical school
34 funding model unless they meet the definition in this section. If the State authorized cost of living
35 adjustments meeting the definition are not spelled out as a percentage change in the State budget
36 the District will calculate the appropriate percentage. The District shall have the right to reopen
37 Schedule A in the event of a State salary reduction.
38

39 **Section 20.1.3.**

40 Step increases will be effective September 1 of each year.
41

42 **Section 20.1.4. Paycheck Errors.**

43 In the event of an error in salary payment, the following rules apply:
44

45 **Section 20.1.4.1.**

46 In the event of underpayment, correction will be made on the employee's next paycheck if
47 the error is brought to the District's attention by the fifth of the month; otherwise, on the
48 following paycheck.

1
2 **Section 20.1.4.2.**

3 In the event of overpayment, reimbursement to the District will be taken from the second
4 check following notification; provided that if there is no second check, the overpayment
5 will be deducted from the next check.
6

7 **Section 20.1.4.3.**

8 If overpayment amounts to twenty percent (20%) or more of an employee's check,
9 deduction may be prorated over a twelve (12) month period provided the employee
10 remains so long employed.
11

12 **Section 20.1.4.4.**

13 When underpayment or overpayment are discovered, both parties agree that the payout or
14 recovery of funds shall extend only one (1) calendar year from the date of discovery,
15 provided the one (1) year limit on payout or recovery is in accordance with applicable
16 regulations and/or statutes.
17

18 **Section 20.1.5.**

19 Retroactive pay, where applicable, shall be paid on the next regular payday and in any case not
20 later than the second regular payday. Retroactive pay resulting from the collective bargaining
21 process shall be paid over the remaining months of the fiscal year.
22

23 **Section 20.1.6.**

24 Incremental steps, where applicable, shall take effect on September 1 of each year during the term
25 of this Agreement; provided, the employee has been actively employed continuously for at least
26 one-half (½) of the previous employment year.
27

28 **Section 20.1.7.**

29 Any employee that changes job positions within a classification shall receive payment on the
30 salary schedule at no less than the next higher rate of pay on Schedule A.
31

32 **Section 20.1.8.**

33 Any employee who changes job positions between job classifications shall be compensated at the
34 Step 1 (lowest) rate of pay, subject to District recognition of all previous applicable experience to
35 a maximum of three (3) years.
36

37 **Section 20.1.8.1.**

38 Any employee who changes job positions between job classifications shall protect their
39 seniority for ninety (90) days, provided they indicate their desire to return to an open
40 position within their original classification. During the ninety (90) day period the District
41 at its discretion may return the employee to their original position and hours. In either
42 case the employee would retain their seniority status in their original job classification.
43

44 **Section 20.1.9.**

45 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter
46 (¼) hour. (An employee must work eight (8) minutes into the quarter hour to round up to the next
47 quarter (¼) hour.)
48

1 **Section 20.2. Clothing Allowance for Grounds, Warehouse, Maintenance & Custodial.**

2 The District will reimburse up to two hundred fifty dollars (\$250) per full-time employee in the
3 grounds/warehouse and maintenance classification for the purpose of a clothing allowance. Custodial
4 staff will be eligible for up to one hundred dollars (\$100) per full time employee. Allowable items for
5 reimbursement include work pants, coats, appropriate footwear and rain gear. Employees in the
6 classification described in Section 20.2 will wear acceptable work shirts/clothes. Acceptable shirts
7 include Monroe School District issued work shirts, spirit wear, or Union attire.
8

9 **Section 20.2.1. Protective Equipment for All Other Employees.**

10 Additionally, the District will establish a budget by September 1 each year, for each site for
11 Paraeducators and other employees needing protective clothing or equipment for inclement
12 weather, damaging chemicals, or for work with medically fragile students. The District and the
13 Union agree to jointly determine the needs of affected employees in Labor Management
14 Committee meetings.
15

16 **Section 20.2.2. Bus Attendant.**

17 The District will provide up to one hundred dollars (\$100) annually for each bus attendant for the
18 purpose of buying appropriate footwear for bus washing. The stipend will be paid upon
19 submission of a receipt.
20

21 **Section 20.3. Mechanic's Tool Allowance.**

22 The District shall provide each mechanic a tool allowance of up to seven hundred fifty dollars (\$750) per
23 year to be used for replacement and new tools. Of the tool allowance funds, the District will allow up to
24 one hundred seventy five dollars (\$175) annually for each mechanic to be used for the purpose of buying
25 appropriate footwear for working safely in the shop. Reimbursement to the mechanic shall be made
26 according to standard District Business Office procedures. The parties stipulate that the tools referred to
27 in this Section are the property of each individual mechanic.
28

29 **Section 20.4. Travel Reimbursement.**

30 Any employee required to travel from one site to another in the employee's private vehicle during
31 working hours shall be reimbursed for such travel on a per-mile basis at the IRS established rate. The
32 District shall make every reasonable attempt to provide such transportation in District owned vehicles.
33 Employees ineligible to drive District vehicles due to driving infractions are not eligible for
34 reimbursement.
35

36 **Section 20.5. Overnight Travel Reimbursement.**

37 Employees required to remain overnight on District business shall be reimbursed for room and board
38 expenditures according to Board of Director policy and current business office procedures.
39

40 **Section 20.6. District Longevity Pay.**

41 Employees shall receive longevity salary increment according to the following provisions:
42

43 **Section 20.6.1.**

44 All longevity pay shall commence September 1 of each qualifying year and be paid in twelve (12)
45 equal payments.
46
47
48

Section 20.6.2.

Following completion of ten (10) years of District longevity service, employees shall receive a monthly longevity premium as shown below:

Upon completion of ten (10) years of District service	\$42.45
Upon completion of fifteen (15) years of District service	\$60.64
Upon completion of twenty (20) years of District service	\$78.83
Upon completion of twenty-five (25) years of District service	\$97.02
Upon completion of thirty (30) years of District service	\$121.28

Section 20.7.

The substitute rate of pay for a Union position shall be reflected on Schedule A. Any changes made to the substitute rate shall be discussed with the Union at LMC.

Section 20.8. Bilingual Pay Study.

The District agrees to work with the Union during the 2025-2026 school year to study the possibility of providing additional compensation for staff members who are qualified and who fill positions where bilingual skills are included as a preferred qualification.

Section 20.9. Certification or Degree Recognition.

Employees who have presented the District with official evidence (official transcripts) of graduation from an accredited university in the United States of America shall be entitled to a yearly stipend as reflected below. Degrees earned outside of the United States must first undergo a foreign transcript evaluation at the employee's expense prior to being recognized. Employees should consult with Human Resources prior to seeking a foreign transcript evaluation. Official documentation supporting a yearly premium must be received by January 31 of each fiscal year in the Human Resources Office. Premiums will be issued in the February pay cycle. Employees are eligible to receive one (1) premium wage recognition as follows:

- Master's Degree \$800 (Implemented beginning in 2023-2024)
- Baccalaureate Degree \$600 (Implemented beginning in 2024-2025)
- Associate of Arts/Sciences Degree \$400 (Implemented beginning in 2025-2026)

ARTICLE XXI

TERM AND SEPARABILITY OF PROVISIONS

Section 21.1. Length of Contract.

The term of this Agreement shall be for the period September 1, 2023 through August 31, 2026.

Section 21.2.

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.

1 **Section 21.3. Reopening Limitations.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent, in
3 writing, of both parties. The Agreement may be reopened at the request of either party, in writing to the
4 second party, to consider the impact of any legislation recently enacted, judicial decision, Superintendent
5 of Public Instruction Policy, State Board of Education action or double levy loss following the
6 implementation of this Agreement.
7

8 **Section 21.3.1.**

9 The Union and/or the District shall have the right to open the contract at any time to deal with
10 Health Insurance issues related to compliance with State or Federal law and/or potential employee
11 eligibility for subsidies or tax credits from the Federal government. The District agrees to
12 cooperate with the Union to the extent that the Union requests do not cause the District to incur
13 fines, taxes, sanctions or any substantial negative financial impact. Substantial shall mean
14 a cost to the District of one thousand (\$1,000) or more dollars which may include the value of
15 staff time to implement such a proposed change.
16

17 **Section 21.3.2. Natural Disasters.**

18 In the event there is a natural disaster that results in the declaration of a state of emergency
19 (including pandemics) and requires the entire District or multiple school buildings to close but
20 during which the District continues educational or classified staff services, the District and
21 Union will meet and confer on issues impacting wages, hours and working conditions.
22

23 **Section 21.4.**

24 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
25 of this Agreement shall not be affected.
26

27 **Section 21.5.**

28 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State
29 or Federal statutes or regulations.
30

31 **Section 21.6.**

32 In the event either of the two (2) previous sections is determined to apply to any provision of this
33 Agreement, such provision shall be renegotiated pursuant to Section 21.3.
34

35 **Section 21.7.**

36 This Agreement shall be closed during the length of the contract except as provided for in Section 21.3.
37
38
39

40 **ARTICLE XXII**

41 **APPRENTICESHIP**

42 **Section 22.1.**

43 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint
44 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this Agreement;
45 except that the (WPSCEJATC) shall have jurisdiction to ensure that apprentices successfully complete all
46 requirements of the program as approved and registered with the Washington State Apprenticeship and
47 Training Council.
48
49

1
2 **Section 22.1.1.**

3 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all
4 parts of the approved standards, such apprentice waives contractual recourse through the
5 grievance procedure, Article XIV.
6

7 **Section 22.1.2.**

8 The maximum approved ratio of apprentices to journey level employees shall be one-to-one (1:1).
9 If, at any given time, those requesting apprentice status exceeds the one-to-one (1:1) ratio,
10 employees shall be selected based upon seniority.
11

12 **Section 22.2.**

13 Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC of journey
14 status, the journey personnel shall receive an additional one dollar (\$1) per hour provided that the
15 employee is in a position with responsibilities that are compatible with the skills earned in the
16 apprenticeship program. Those completing WPSCEJATC programs after April 10, 2008, shall be eligible
17 for the additional one dollar (\$1) an hour.
18
19
20

21 **ARTICLE XXI**

22 **SAFETY**
23
24

25 **Section 23.1. Safety Conditions.**

26 The District agrees to take appropriate steps as required by the Federal Occupation Safety and Health Act
27 and the Washington Industrial Safety and Health Act, to correct safety and health hazards and deficiencies
28 relating to school property, activities and procedures. The Union and its members agree that they will
29 support and assist the District and the Washington State Risk Management Pool in their efforts to be
30 informed of and to correct safety and health hazards and deficiencies. If an employee feels their working
31 conditions are unsafe or hazardous, they may engage in the following steps:
32

- 33
 - Employees may request to review the student's safety plan and/or BIP.
 - Meet with their supervisor as soon as reasonably possible.
 - Request additional training relevant to the safety concern.
 - Request to be transferred to available open positions.
 - Meet with the Executive Director of Human Resources or designee, as soon as reasonably possible.
 - Meet with the Chief Student Services Officer or their designee, if applicable.
 - Access the Employee Assistance Program.
 - Consider other available assistance as needed at the time of incident.
41

42 **Section 23.2. Employee Safety Training and Support.**

43 Where there are foreseeable risks, appropriate and/or additional training and support will be provided.
44

45 **Section 23.2.1.**

46 The District shall provide regular training in areas of safety, de-escalation and other related topics
47 to employees. If the training is required for the specific position or assignment, the District will
48 notify the employee at the time of placement. The District will prioritize the training necessary to

1 protect students and staff in a timely way to assure that staff can appropriately meet the needs of
2 students and be safe in the assignment. Introductory training, which may include online or
3 program specific training, will be available within thirty (30) workdays. Within FERPA
4 guidelines, the District will share known information regarding students who have a recent history
5 of violent or threatening behavior with employees who work directly with such students.
6

7 **Section 23.2.2. Medical Training.**

8 When nurses assign medical tasks to non-licensed employees in accordance with RCW 18.79.260,
9 the District will provide appropriate training. Non-licensed employees will not be required or
10 asked to provide medical supplies.
11

12 **Section 23.3. District Response to Assault Allegations.**

13 The District will conduct an investigation of any reported alleged assaults on employees and include the
14 police as the District deems appropriate. Employees have the right to contact law enforcement regardless
15 of the District's actions. Employees will be provided with paid time to complete an incident report or
16 other tasks required by the District if it cannot be completed within their regular working hours.
17

18 **Section 23.3.1. Assault and Battery - Property Losses**

19 The employee, upon written request to the Executive Director of Human Resources, will be
20 reimbursed for the cost of items worn that are destroyed or damaged as a result of an assault or
21 battery. The reimbursement will be limited to a maximum of two-hundred fifty dollars (\$250) per
22 year per employee and will be limited to damage of the following items: Corrective eyewear,
23 hearing aids, and other medically necessary devices. Other items or additional amounts will be
24 considered on a case-by-case basis upon written request to the Superintendent.
25

26 **Section 23.4. Personal Property.**

27 The District does not require employees to use personal property while performing work duties.
28

29 **Section 23.4.1. Vehicle Vandalism.**

30 The Monroe School District shall reimburse or repair the damage to an employee's personal
31 vehicle caused by vandalism during the workday; and PROVIDED such loss occurred on school
32 property in an area assigned for staff parking. Any loss to the vehicle will be paid PROVIDED the
33 loss is not the result of the employee's failure to take reasonable preventive measures. The District
34 shall pay for loss under this Section on a one (1) time basis per employee, each academic year, up
35 to a maximum of two hundred fifty dollars (\$250) or twenty-five percent (25%) of the valued loss,
36 which cannot exceed a total District payment of two hundred fifty dollars (\$250). Claims
37 submitted for reimbursement under this Section must be completed on proper District forms and
38 shall include valid and documented evidence to support the employee's position.
39

40 **Section 23.5. Safety Communication.**

41 Employees providing student supervision outside the classroom setting (cafeteria, playground, bus line-up,
42 etc.) shall be supplied with a working radio or communication device, while performing those duties, to be
43 able to call for appropriate assistance for medical, behavior, or other emergency situations. Employees
44 with a medically fragile student or 1:1 who may need a communication device or working radio can work
45 with the building administrator for additional support.
46
47
48

DEFINITIONS

Promotion:

The movement to a higher hourly rate of pay of an individual either within a classification or to another classification.

Position:

Title given to a job description, within a job classification (e.g., Lead Custodian).

Assignment:

The place, hours, schedule, calendar given to a position within a job classification.

Job:

An activity or task performed by an employee in a position.

Job Title:

Identifies each position/job description by name.

New/Open Position/Assignment:

A personnel need determined by the District that has not been assigned to an employee.

Shift Starting and Ending Times:

First Shift Range 6:00 AM to 4:00 PM

Second Shift Range 2:00 PM to 12:00 AM

Third Shift Range 10:00 PM to 8:00 AM

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: Carey
Carey Estes, Chapter President

BY: Shawn
Shawn Woodward, Superintendent

DATE: 10/10/23

DATE: 10/26/23

MONROE PSE CHAPTER #1117 SCHEDULE A September 1, 2023 - August 31, 2024						
CUSTODIAL		Sub	1	2	3	4
	Custodian	\$25.68	\$ 27.69	\$ 28.29	\$ 28.80	\$ 31.63
	Facility Use Attendant	\$22.30	\$ 27.69			
GROUNDS		Sub	1	2	3	4
	Skilled Grounds	\$27.20	\$ 33.77	\$ 34.32	\$ 34.98	\$ 38.13
	Warehouse	\$27.20	\$ 33.77	\$ 34.32	\$ 34.98	\$ 38.13
	Seasonal Grounds Worker	\$17.92	\$ 22.24	\$ 22.92	\$ 23.61	\$ 26.35
MAINTENANCE		Sub	1	2	3	4
	Skilled Maintenance-HVAC	\$28.21	\$ 42.03	\$ 42.76	\$ 43.55	\$ 47.49
	Skilled Maintenance	\$28.21	\$ 35.02	\$ 35.61	\$ 36.27	\$ 39.58
	Maintenance Worker	\$22.88	\$ 28.41	\$ 29.06	\$ 29.65	\$ 32.34
	Courier		\$ 22.24	\$ 22.92	\$ 23.61	\$ 26.35
TRANSPORTATION		Sub	1	2	3	4
	Skilled Mechanic	\$27.73	\$ 34.42	\$ 34.98	\$ 35.68	\$ 38.88
	Mechanic	\$25.61	\$ 31.79	\$ 32.31	\$ 32.81	\$ 36.11
	Sub Driver 1-20 days	\$24.61				
	CDL Driver+Sub w/21 days or more	\$25.15	\$ 28.98	\$ 29.56	\$ 30.06	\$ 32.65
	Non CDL Driver	\$20.00	\$ 24.84	\$ 25.32	\$ 25.72	\$ 27.98
	Dispatcher / Router / Driver Trainer		\$ 33.21	\$ 33.86	\$ 34.42	\$ 37.42
	Bus Service Person	\$21.41	\$ 26.57	\$ 27.12	\$ 27.66	\$ 30.29
	Bus Attendant	\$17.93	\$ 22.24	\$ 22.92	\$ 23.61	\$ 26.35
	Bus Student Monitor	\$21.94	\$ 22.24	\$ 22.92	\$ 23.61	\$ 26.35
SPECIALIZED SUPPORT		Sub	1	2	3	
	Hispanic Liaison / Outreach Specialist / Success Coordinator	\$21.66	\$ 26.88	\$ 30.01	\$ 34.32	
	McKinney-Vento Foster Care Liaison	\$23.08	\$ 28.81	\$ 31.73	\$ 35.64	
	Native American Family Liaison	\$20.47	\$ 25.41	\$ 28.33	\$ 32.23	
	Family Engagement Liaison	\$20.47	\$ 25.41	\$ 28.33	\$ 32.23	
	School Security Specialist	\$22.11	\$ 27.42	\$ 30.60	\$ 34.90	
	Brailist / LPN / Interpreter	\$23.89	\$ 29.66	\$ 31.28	\$ 34.22	
	Student Health Support		\$ 26.20	\$ 27.40	\$ 30.12	
	Drug and Alcohol Counselor		\$ 35.33	\$ 36.09	\$ 37.97	
	Registered Nurse	\$32.16	\$ 39.95	\$ 43.56	\$ 47.90	
	Library Specialist		\$ 28.34	\$ 29.02	\$ 29.73	
	CTE Program Support Manager		\$ 35.65	\$ 36.84	\$ 38.34	
	Behavior Technician		\$ 27.68	\$ 29.86	\$ 31.48	
PARAEDUCATORS		Sub	1	2	3	4
	Paraeducator - Non-Instructional	\$21.94	\$ 22.24	\$ 22.92	\$ 23.61	\$ 26.35
	Paraeducator - Instructional	\$21.94	\$ 23.30	\$ 24.06	\$ 24.74	\$ 27.42
	Paraeducator - Specialized Instructional	\$21.94	\$ 25.63	\$ 26.39	\$ 27.07	\$ 29.76
TECHNOLOGY		Sub	1	2	3	
	Tech Services I-Help Desk		\$24.06	\$24.74	\$27.42	
	Access		\$37.03	\$37.84	\$39.80	
	Tech Services III- Network & Telecom, Server, LAN/WAN		\$43.70	\$44.64	\$47.00	

SCHEDULE A MONROE PSE #1117 September 1, 2024 - August 31, 2025						
CUSTODIAL		Sub	1	2	3	4
	Custodian	\$27.22	\$29.35	\$29.99	\$30.53	\$33.53
	Facility Use Attendant	\$23.64	\$29.35			
GROUNDS		Sub	1	2	3	4
	Skilled Grounds	\$28.83	\$35.80	\$36.38	\$37.08	\$40.42
	Warehouse	\$28.83	\$35.80	\$36.38	\$37.08	\$40.42
	Seasonal Grounds Worker	\$19.00	\$23.57	\$24.30	\$25.03	\$27.93
MAINTENANCE		Sub	1	2	3	4
	Skilled Maintenance-HVAC	\$29.90	\$44.55	\$45.33	\$46.16	\$50.34
	Skilled Maintenance	\$29.90	\$37.12	\$37.75	\$38.45	\$41.95
	Maintenance Worker	\$24.25	\$30.11	\$30.80	\$31.43	\$34.28
	Courier		\$23.57	\$24.30	\$25.03	\$27.93
TRANSPORTATION		Sub	1	2	3	4
	Skilled Mechanic	\$29.39	\$36.49	\$37.08	\$37.82	\$41.21
	Mechanic	\$27.15	\$33.70	\$34.25	\$34.78	\$38.28
	Sub Driver 1-20 days	\$26.09				
	CDL Driver+Sub w/21 days or more	\$26.66	\$30.72	\$31.33	\$31.86	\$34.61
	Non CDL Driver	\$21.20	\$26.33	\$26.84	\$27.26	\$29.66
	Dispatcher / Router / Driver Trainer		\$35.20	\$35.89	\$36.49	\$39.67
	Bus Service Person	\$22.69	\$28.16	\$28.75	\$29.32	\$32.11
	Bus Attendant	\$19.01	\$23.57	\$24.30	\$25.03	\$27.93
	Bus Student Monitor	\$23.26	\$23.57	\$24.30	\$25.03	\$27.93
SPECIALIZED SUPPORT		Sub	1	2	3	
	Hispanic Liaison / Outreach Specialist / Success Coordinator	\$22.96	\$28.49	\$31.81	\$36.38	
	McKinney-Vento Foster Care Liaison	\$24.46	\$30.54	\$33.63	\$37.78	
	Native American Family Liaison	\$21.70	\$26.93	\$30.03	\$34.16	
	Family Engagement Liaison	\$21.70	\$26.93	\$30.03	\$34.16	
	School Security Specialist	\$23.44	\$29.07	\$32.44	\$36.99	
	Brailist / LPN / Interpreter	\$25.32	\$31.44	\$33.16	\$36.27	
	Student Health Support		\$27.77	\$29.04	\$31.93	
	Drug and Alcohol Counselor		\$37.45	\$38.26	\$40.25	
	Registered Nurse	\$34.09	\$42.35	\$46.17	\$50.77	
	Library Specialist		\$30.04	\$30.76	\$31.51	
	CTE Program Support Manager		\$37.79	\$39.05	\$40.64	
	Behavior Technician		\$29.34	\$31.65	\$33.37	
PARAEDUCATORS		Sub	1	2	3	4
	Paraeducator - Non-Instructional	\$23.26	\$23.57	\$24.30	\$25.03	\$27.93
	Paraeducator - Instructional	\$23.26	\$24.70	\$25.50	\$26.22	\$29.07
	Paraeducator - Specialized Instructional	\$23.26	\$27.17	\$27.97	\$28.69	\$31.55
TECHNOLOGY		Sub	1	2	3	
	Tech Services I-Help Desk		\$25.50	\$26.22	\$29.07	
	Tech Services II-Field Repair/Remote Access		\$39.25	\$40.11	\$42.19	
	Tech Services III- Network & Telecom, Server, LAN/WAN		\$46.32	\$47.32	\$49.82	

SCHEDULE A MONROE PSE #1117 September 1, 2025 - August 31, 2026					
CUSTODIAL	Sub	1	2	3	4
Custodian	\$28.58	\$30.82	\$31.49	\$32.06	\$35.21
Facility Use Attendant	\$24.82	\$30.82			
GROUNDS	Sub	1	2	3	4
Skilled Grounds	\$30.27	\$37.59	\$38.20	\$38.93	\$42.44
Warehouse	\$30.27	\$37.59	\$38.20	\$38.93	\$42.44
Seasonal Grounds Worker	\$19.95	\$24.75	\$25.52	\$26.28	\$29.33
MAINTENANCE	Sub	1	2	3	4
Skilled Maintenance-HVAC	\$31.40	\$46.78	\$47.60	\$48.47	\$52.86
Skilled Maintenance	\$31.40	\$38.98	\$39.64	\$40.37	\$44.05
Maintenance Worker	\$25.46	\$31.62	\$32.34	\$33.00	\$35.99
Courier		\$24.75	\$25.52	\$26.28	\$29.33
TRANSPORTATION	Sub	1	2	3	4
Skilled Mechanic	\$30.86	\$38.31	\$38.93	\$39.71	\$43.27
Mechanic	\$28.51	\$35.39	\$35.96	\$36.52	\$40.19
Sub Driver 1-20 days	\$27.39				
CDL Driver+Sub w/21 days or more	\$27.99	\$32.26	\$32.90	\$33.45	\$36.34
Non CDL Driver	\$22.26	\$27.65	\$28.18	\$28.62	\$31.14
Dispatcher / Router / Driver Trainer		\$36.96	\$37.68	\$38.31	\$41.65
Bus Service Person	\$23.82	\$29.57	\$30.19	\$30.79	\$33.72
Bus Attendant	\$19.96	\$24.75	\$25.52	\$26.28	\$29.33
Bus Student Monitor	24.42	24.75	25.52	26.28	29.33
SPECIALIZED SUPPORT	Sub	1	2	3	
Hispanic Liaison / Outreach Specialist / Success Coordinator	\$24.11	\$29.91	\$33.40	\$38.20	
Liaison	\$25.68	\$32.07	\$35.31	\$39.67	
Native American Family Liaison	\$22.79	\$28.28	\$31.53	\$35.87	
Family Engagement Liaison	\$22.79	\$28.28	\$31.53	\$35.87	
School Security Specialist	\$24.61	\$30.52	\$34.06	\$38.84	
Brailist / LPN / Interpreter	\$26.59	\$33.01	\$34.82	\$38.08	
Student Health Support		\$29.16	\$30.49	\$33.53	
Drug and Alcohol Counselor		\$39.32	\$40.17	\$42.26	
Registered Nurse	\$35.79	\$44.47	\$48.48	\$53.31	
Library Specialist		\$31.54	\$32.30	\$33.09	
CTE Program Support Manager		\$39.68	\$41.00	\$42.67	
Behavior Technician		\$30.81	\$33.23	\$35.04	
PARAEDUCATORS	Sub	1	2	3	4
Paraeducator - Non-Instructional	\$24.42	\$24.75	\$25.52	\$26.28	\$29.33
Paraeducator - Instructional	\$24.42	\$25.94	\$26.78	\$27.53	\$30.52
Paraeducator - Specialized Instruction	\$24.42	\$28.53	\$29.37	\$30.12	\$33.13
TECHNOLOGY	Sub	1	2	3	
Tech Services I-Help Desk		\$26.78	\$27.53	\$30.52	
Tech Services II-Field Repair/Remote Access		\$41.21	\$42.12	\$44.30	
Tech Services III- Network & Telecom, Server, LAN/WAN		\$48.64	\$49.69	\$52.31	

Monroe School District and Monroe Chapter #1117
Summary Chart of Premiums and Additional Pay Beyond Schedule A
September 1, 2023 thru August 31, 2026

Contract Reference	Description	Premiums or Additional Pay Rates
	Third Shift Custodian	\$0.50 per hour above regular rate of pay
	Maintenance Night Shift Differential	\$0.50 per hour above regular rate of pay
	Bus Driver Working as Occasional Driver Trainer	\$1.50 per hour above regular rate of pay
	Bus Student Monitor	Same rate of pay as Non-Instructional Paraeducator
Lead Position Premium: Determined by Number of Workers Overseen*		
	Up to 1	4% above regular Rate of pay
	2 to 4	6% above regular rate of pay
	5 or more	7% above regular rate of pay
*Lead Grounds Premium: May Vary Due to Seasonal Workers or Projects		
Section 9.7.3	Cash out up to three (3) personal days	each day at employees regular rate of pay
Section 20.2	Clothing Allowance: Ground Warehouse Maintenance & Custodial	Grounds Warehouse Maintenance \$250 per full time employee annually. Custodial \$100 per full time employee annually
Section 20.2.2	Bus Attendant Footwear Allowance	\$100 annually
Section 20.3	Mechanic's Tool Allowance	\$750 including up to \$175 allowed for footwear of the total annually

Monroe PSE #1117 | Resource Page

- Attendance Incentive Program. [RCW 28A.400.210](#) and [WAC 392-136](#)
- Shared Leave. [RCW 28A.400.380](#)
- Paid Sick Leave Authorized Purposes: [RCW 49.46.210](#)
- [I-1433 -Minimum Wage Law](#) and the [Paid Sick Leave](#)
- Washington [PFMLA](#)
- Registered Domestic Partner Per [RCW 26.60.](#)
- Minor or Dependent Child In [WAC 357-01-202](#)
- Dues and Fees Deduction From Payments [RCW 41.56.110.](#)
- Access to New Employees [RCW 41.56.037](#)
- Dues Authorizations & Revoke Process Through Your Exclusive Bargaining Representative [HB 1575](#)
- [SEBB Information](#) (School Employees Benefit Board) Insurance For School Employees
- Domestic Violence Leave Act, Chapter [49.76 RCW](#)
- Employee Safety [WAC 296-800-120](#)
- [Access Washington](#)

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Specialized Instructional Paraeducator and Specialized Instructional Paraeducator Coverage

In the event that a Specialized Instructional Paraeducator is absent, and no substitute is available, the building administrator will have the authority to temporarily reassign another Specialized Instructional Paraeducator to cover the position for the day. If no Specialized Instructional Paraeducators are available, the building administrator will have the authority to temporarily reassign by a rotating seniority list noted below an Instructional Paraeducator to the position to cover student needs.

In the event that a special education program does not have a sufficient number of Specialized Instructional Paraeducators to safely operate the program and no substitutes are available, the building administrator will have the authority to temporarily reassign another Specialized Instructional Paraeducator from another program to cover the position(s) for the day. If no Specialized Instructional Paraeducators are available, the building administrator will have the authority to temporarily reassign by a rotating seniority list an Instructional Paraeducator(s) to cover the program needs.

If an Instructional Paraeducator is required to cover the responsibilities of a Specialized Instructional Paraeducator, they will be paid at the Specialized Instructional Paraeducator rate while working within the different job title. The rate of pay for all other temporary position assignments is addressed in Section 7.5 of the Collective Bargaining Agreement.

Instructional Paraeducator Substitution Rotation Process for Specialized 1:1 Coverage

Preferably, a Specialized Paraeducator will sub in for an open Specialized Paraeducator. However, there may be times when an Instructional Paraeducator will need to fill in. Starting with the most senior Instructional Paraeducator, each Instructional Paraeducator, who has affirmed they will volunteer, is asked if they would like to cover the Specialized Paraeducator. If a Specialized Paraeducator position requires being assigned because no one volunteered, starting at the least senior Instructional Paraeducator, they are assigned the position for the day. Instructional Paraeducators that do not wish to be on the volunteer seniority rotation can opt out for the school year but are still subject to rotation assignment.

The following time where an Instructional Paraeducator needs to cover a Specialized Paraeducator opening, the process would start again at the most senior, with the option to volunteer. Should it require being assigned, it would go to the second least senior Instructional Paraeducator in a rotation process. This ensures one (1) person, and their assignment, are not continually being disrupted. This would continue in a rotation process until it would need to start again for that school year.

This Memorandum of Understanding will be in effect for the 2023-2024 school year. The parties agree to meet and discuss whether this MOU should be renewed, modified, or included in the Collective Bargaining Agreement between the parties prior to each school year of this contract.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

BY: 
Carey Estes, Chapter President

DATE: 10/24/23

MONROE SCHOOL DISTRICT #103

BY: 
Shawn Woodward, Superintendent

DATE: 10/26/23

MOU (Specialized Instructional Paraeducators)
PSE Monroe Chapter #1117 and
the Monroe School District #103



September 1, 2023
Page 1 of 1

1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948 MONROE CHAPTER #1117 AND THE MONROE SCHOOL
6 DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT
7 COLLECTIVE BARGAINING AGREEMENT.

8
9 **Paraeducator Professional Development Committee**

10
11 The parties agree to the following:

12
13 The District and PSE Professional Development (PD) committee will review each year's Fundamental
14 Course of Study (FCS) PD courses and schedule for new employees needing to comply with the PESB
15 standards and a communication plan. This committee shall also review/or develop the plan for how
16 returning Paraeducators will have opportunities to complete further clock hours to satisfy the standards
17 for the remaining Paraeducator certificates (General, MLL or Special Ed, and Advanced Certificates) and
18 review a communication plan.

19
20 This committee will be comprised of up to four (4) staff chosen by the PSE Board (including a
21 Paraeducator classification representative) and up to four (4) staff chosen by the District to work
22 collaboratively. All committee meetings held jointly with the District shall be compensated time at the
23 employee's regular rate of pay. The District will fund up to four (4), one (1) hour meetings. We will
24 attempt to hold the first meeting in August.

25
26 This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain
27 in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

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

32
33 MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

34
35
36
37 BY: Carey
38 Carey Estes, Chapter President

BY: Shawn
Shawn Woodward, Superintendent

39
40
41 DATE: 10/26/23

DATE: 10/26/23

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Classified Staff Cover Compensation for Certificated Emergency Substitute:

In keeping with current practice and in accordance with current Collective Bargaining Agreements, Classified staff members who hold an emergency substitute teaching certificate may elect to take leave from their regular positions and perform as emergency substitute teachers when asked. When electing to fill these positions, they will continue to be compensated according to the preferred substitute rate as previously approved by the Board for the 2023-2024 school year. In keeping with SEBB rules, it is understood that all current benefits stay intact.

As part of this agreement, the District agrees to wait until one hour prior to the start of the school day to ask regular classified employees who are emergency certified teachers to fill vacant teaching positions. Exceptions to this will be made for qualified classified staff members who typically and primarily work in the vacant teachers' classrooms in situations like PBS and SLC classrooms. The District shall provide the Union with a list of regular classified employees that hold an emergency substitute teaching certificate.

Emergency certified classified employees who assume responsibility of a classroom due to a certificated teacher absence of thirty (30) or more consecutive minutes shall receive an hourly rate based on the preferred certificated substitute rate (currently \$33.57) in lieu of their regular rate. In such situations when there is more than one (1) qualified employee in the classroom, only the one employee with the most seniority shall receive this pay.

At PSE's request, the District will meet with PSE to discuss impacts if a classified staff member is functioning as an emergency certified teacher more than an average of three full days per month over any two-month span.

This Memorandum of Understanding shall become effective upon signature, and shall remain in effect until August 31, 2024 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: Carey Estes
Carey Estes, Chapter President

BY: Shawn Woodward
Shawn Woodward, Superintendent

DATE: 10/26/23

DATE: 10/26/23

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to review the following position during the 2023-2024 school year:

The Specialized Support-Library Specialist position and job description shall be reviewed in order to address potential changes in duties or responsibilities at elementary and secondary levels. The parties will invite Library Specialist representation from both elementary and secondary levels to the review process. Following the position review, a job description adjustment and, if appropriate, wages shall be adjusted.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: Carey

Carey Estes, Chapter President

BY: Shawn

Shawn Woodward, Superintendent

DATE: 10/26/23

DATE: 10/26/23

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to review the evaluation processes for classified employees.

The intent is to ensure that the Classified Evaluation process provides consistent clear meaningful feedback to employees no matter what building or program they work in, which could include reviewing evaluation forms effectiveness. Representatives from different classifications will be invited to the review when the team is ready for input from those that do the work.

This review of the evaluation process shall start in October 2023 and hold regular meetings to complete the review with the intent of implementing an MOU in the 2024-2025 school year.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

BY: Carey
Carey Estes, Chapter President

DATE: 10/26/23

MONROE SCHOOL DISTRICT #103

BY: Shawn
Shawn Woodward, Superintendent

DATE: 10/26/23

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to a pilot study of off-campus communication.

For off-campus work situations, the District will ensure a method of communication between the off-campus sites and the District with no less than one (1) communication device (cell phone, radio works in range, etc..) per site or location. The parties will meet and confer on effectiveness and numbers of devices needed throughout the length of the contract.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: _____

Carey Estes

Carey Estes, Chapter President

BY: _____

Shawn Woodward

Shawn Woodward, Superintendent

DATE: _____

10/26/23

DATE: _____

10/26/23

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

For 2023-2024 and 2024-2025 school years, the following provisions will remain in full force. This language will sunset on August 31, 2025, with the implementation of the personal leave language negotiated for the 2025-2026 contract year forward.

Section 9.7. Personal Leave.

Two (2) additional days per year shall be granted with no loss of pay and shall not be deducted from illness and injury leave. Personal leave shall be utilized for personal and private matters that cannot be accomplished during the employee's assigned shift.

Personal Leave Schedule	
Years of Service	Days of Personal Leave Allowed
New Employees	2 Days
After 1 st yr, 260's	3 Days
After 10 yrs, Less 260's	3 Days
After 15 yr, 260's only	4 Days

New Employees beginning work after September 1 of any year will earn Personal leave as follows: Employees working one-half or more of the position work year will earn two (2) personal days, employees working less than one-half of the position work year will earn one (1) personal day for their first year of employment.

This Memorandum of Understanding shall become effective September 1, 2023, and shall remain in effect until August 31, 2025 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: Carey Estes
Carey Estes, Chapter President

BY: Shawn Woodward
Shawn Woodward, Superintendent

DATE: 10/26/23

DATE: 10/26/23

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

For 2023-2024 school year the following provisions will remain in full force. This language will sunset on August 31, 2024, with the implementation of the new holiday language negotiated for the 2024-2025 contract year forward.

Section 8.1. Holidays.

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

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

Section 8.1.1. Additional Holidays.

Full-time employees (Employees scheduled to work two hundred sixty (260) days including paid holidays) shall receive, in addition to the holidays specified in Section 8.1, New Year's Eve Day as a paid holiday.

Section 8.1.1.1.

All less than full time employees shall receive Labor Day as a paid holiday.

This Memorandum of Understanding shall become effective September 1, 2023, and shall remain in effect until August 31, 2024 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

BY: Carey
Carey Estes, Chapter President

DATE: 10/26/23

MONROE SCHOOL DISTRICT #103

BY: Shawn
Shawn Woodward, Superintendent

DATE: 10/26/23

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and PSE Monroe agree to the following:

1. The current position of Hispanic Liaison has been reviewed and the job description and wages were updated and agreed upon by the parties in LMC.
2. The position will be paid for the 2023-24 school year at the agreed upon wage rate of:

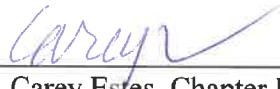
SPECIALIZED SUPPORT	Sub Rate	1	2	3
Hispanic Liaison	\$24.66	\$29.88	\$33.01	\$37.32
3. The position will be reflected on future Schedule A wage tables and increase as negotiated in Article 20 of the current Collective Bargaining Agreement.

This Letter of Agreement shall become effective upon signatures and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY:



Carey Estes, Chapter President

BY:



Dan Johnston, Executive Director of HR

DATE:

11/15/23

DATE:

11/15/23



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree:

Schedule A shall be amended to reflect the previously negotiated enhancement of 6% which is inclusive of the State inflationary rate or Inflationary Price Index (IPD) to be in effect September 1, 2024, as stated in Section 20.1.1 of the Collective Bargaining Agreement.

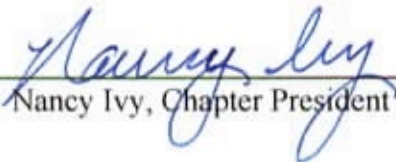
The Schedule A is also amended to include the Hispanic Liaison as previously negotiated.

This Letter of Agreement shall become effective September 1, 2024, shall remain in effect until August 31, 2025, and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY:


Nancy Ivy, Chapter President

BY:


Dan Johnston, Executive Director of HR

DATE:

06/06/2024

DATE:

6/11/24

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that the following:

The Monroe School District #103 (Employer) has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employee Benefit Association Trust for Public Employees of the State of Washington (collectively the "plans"). The **Standard HRA Plan**, which shall be integrated with the employer's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-Separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the Public-School Employees of Monroe 1117 employees (PSE 1117 Group) defined as eligible to participate in the Plans. The Plans must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

YES- Sick Leave Contributions - Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible¹) of unused sick leave. To be eligible during the term of this agreement an employee must have earned at least 180 days of earned and unused sick leave as of the effective date, not including any front-loaded days. Contributions are based on the number of sick leave days earned during the previous calendar year, less any days used during that calendar year.

YES- Sick Leave Contributions - retirement or separation from service¹: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the terms of this agreement.

YES- Vacation Leave Contributions on Retirement or Separation from Employment: Eligibility for contributions at retirement or separation of service is limited to employees who retire or separate with vacation cash-out rights during the terms of this agreement. Employer contributions shall include the cash-out value³ of unused leave days (vacation) accrued and available for cash-out upon retirement or separation per Employer policy.

¹ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may choose a higher eligibility threshold for VEBA PLAN annual contribution eligibility.

² School districts may offer a sick leave cash out upon separation or retirement in accordance with RCW 28A.400.210.

³ Pursuant to applicable written agreement, Employer Policy or procedure so long as the cash-out value is not subject to individual choice.

⁴ Pursuant to applicable written agreement, Employer Policy or procedure so long as the cash-out value is not subject to individual choice.

YES-Personal Leave Contributions on Retirement: Eligibility for contributions at retirement is limited to employees who have a balance of unused personal leave upon retirement. Employer contributions shall include the cash-out value⁴ of unused leave days (personal) accrued and available for cash-out upon retirement per Employer policy.

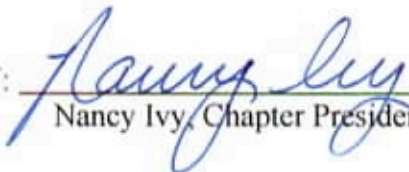
Note: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District hold harmless agreement complying with RCW28A.400.210.

The term of this agreement shall be from September 1, 2024 to August 31, 2025.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: 
Nancy Ivy, Chapter President

BY: 
Dan Johnston, Executive Director of HR

DATE: 06/06/2024

DATE: 6/11/24

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to continue to review the following position:

The Specialized Support-Library Specialist position and job description shall be reviewed in order to address potential changes in duties or responsibilities at elementary and secondary levels. The parties will invite Library Specialist representation from both elementary and secondary levels to the review process. Following the position review, a job description adjustment and, if appropriate, wages shall be adjusted.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

BY: Nancy Ivy, Chapter President
Nancy Ivy, Chapter President (Jun 28, 2024 09:57 PDT)
Nancy Ivy, Chapter President

DATE: June 28, 2024

MONROE SCHOOL DISTRICT #103

BY: Dan Johnston, Executive Director of HR
Dan Johnston, Executive Director of HR (Jul 9, 2024 11:04 PDT)
Dan Johnston, Executive Director of HR

DATE: 07/09/2024

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Specialized Instructional Paraeducator and Specialized Instructional Paraeducator Coverage

In the event that a Specialized Instructional Paraeducator is absent, and no substitute is available, the building administrator will have the authority to temporarily reassign another Specialized Instructional Paraeducator to cover the position for the day. If no Specialized Instructional Paraeducators are available, the building administrator will have the authority to temporarily reassign by a rotating seniority list noted below an Instructional Paraeducator to the position to cover student needs.

In the event that a special education program does not have a sufficient number of Specialized Instructional Paraeducators to safely operate the program and no substitutes are available, the building administrator will have the authority to temporarily reassign another Specialized Instructional Paraeducator from another program to cover the position(s) for the day. If no Specialized Instructional Paraeducators are available, the building administrator will have the authority to temporarily reassign by a rotating seniority list an Instructional Paraeducator(s) to cover the program needs.

If an Instructional Paraeducator is required to cover the responsibilities of a Specialized Instructional Paraeducator, they will be paid at the Specialized Instructional Paraeducator rate while working within the different job title. The rate of pay for all other temporary position assignments is addressed in Section 7.5 of the Collective Bargaining Agreement.

Instructional Paraeducator Substitution Rotation Process for Specialized 1:1 Coverage

Preferably, a Specialized Paraeducator will sub in for an open Specialized Paraeducator. However, there may be times when an Instructional Paraeducator will need to fill in. Starting with the most senior Instructional Paraeducator, each Instructional Paraeducator, who has affirmed they will volunteer, is asked if they would like to cover the Specialized Paraeducator. If a Specialized Paraeducator position requires being assigned because no one volunteered, starting at the least senior Instructional Paraeducator, they are assigned the position for the day. Instructional Paraeducators that do not wish to be on the volunteer seniority rotation can opt out for the school year but are still subject to rotation assignment.

The following time where an Instructional Paraeducator needs to cover a Specialized Paraeducator opening, the process would start again at the most senior, with the option to volunteer. Should it require being assigned, it would go to the second least senior Instructional Paraeducator in a rotation process. This ensures one (1) person, and their assignment, are not continually being disrupted. This would continue in a rotation process until it would need to start again for that school year.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

BY: Nancy Ivy, Chapter President
Nancy Ivy, Chapter President (Jul 28, 2024 09:57 PDT)

DATE: June 28, 2024

MONROE SCHOOL DISTRICT #103

BY: Dan Johnston, Executive Director of HR
Dan Johnston, Executive Director of HR (Jul 9, 2024 11:04 PDT)

DATE: 07/09/2024

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Classified Staff Cover Compensation for Certificated Emergency Substitute:

In keeping with current practice and in accordance with current Collective Bargaining Agreements, Classified staff members who hold an emergency substitute teaching certificate may elect to take leave from their regular positions and perform as emergency substitute teachers when asked. When electing to fill these positions, they will continue to be compensated according to the preferred substitute rate. In keeping with SEBB rules, it is understood that all current benefits stay intact.

As part of this agreement, the District agrees to wait until one (1) hour prior to the start of the school day to ask regular classified employees who are emergency certified teachers to fill vacant teaching positions. Exceptions to this will be made for qualified classified staff members who typically and primarily work in the vacant teachers' classrooms in situations like Dual Language, PBS and SLC classrooms. The District shall provide PSE with a list of regular classified employees that hold an emergency substitute teaching certificate.

Emergency certified classified employees who assume responsibility of a classroom due to a certificated teacher absence of thirty (30) or more consecutive minutes shall receive an hourly rate based on the preferred certificated substitute rate. In such situations when there is more than one (1) qualified employee in the classroom, only the one (1) employee with the most seniority shall receive this pay.

At PSE's request, the District will meet with PSE to discuss impacts if a classified staff member is functioning as an emergency certified teacher more than an average of three (3) full days per month over any two (2) month span.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

BY: Nancy Ivy, Chapter President
Nancy Ivy, Chapter President

DATE: June 28, 2024

MONROE SCHOOL DISTRICT #103

BY: Dan Johnston, Executive Director of HR
Dan Johnston, Executive Director of HR

DATE: 07/09/2024

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948,
5 MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED
6 INTO PURSUANT TO ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.

8
9 **Paraeducator Professional Development Committee**

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11 The parties agree to the following:

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14 The District and PSE Professional Development (PD) Committee will review each year's Fundamental
15 Course of Study (FCS) PD courses and schedule for new employees needing to comply with the PESB
16 standards and a communication plan. This Committee shall also review/or develop the plan for how returning
17 Paraeducators will have opportunities to complete further clock hours to satisfy the standards for the
18 remaining Paraeducator certificates (General, MLL or Special Ed, and Advanced Certificates) and review a
19 communication plan.

20
21 This Committee will be comprised of up to four (4) staff chosen by the PSE Board (including a Paraeducator
22 classification representative) and up to four (4) staff chosen by the District to work collaboratively. The
23 Committee will hold up to three (3), one (1) hour committee meetings. We will attempt to hold the first
24 meeting in August.

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27 This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in
28 effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement. The
29 parties will review to see if any portion of the MOU needs to be renewed or revised.

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33 PUBLIC SCHOOL EMPLOYEES OF
34 WASHINGTON/SEIU LOCAL 1948

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36 MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

37
38 BY: Nancy Ivy
39 Nancy Ivy (Aug 19, 2024 14:38 PDT)
40 Nancy Ivy, Chapter President

BY: Dan Johnston
BY: Dan Johnston (Sep 3, 2024 09:34 PDT)
Dan Johnston, Executive Director of HR

41
42 DATE: 08/19/24

43 DATE: 09/03/24



MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to review the evaluation process for classified employees.

The intent is to ensure that the Classified Evaluation process provides consistent clear meaningful feedback to employees no matter what building or program they work in, which could include reviewing evaluation forms effectiveness. Representatives from different classifications will be invited to the review when the team is ready for input from those that do the work.

This review of the evaluation process shall start in October 2024 and hold regular meetings to complete the review. The parties agree to review the need for extending this MOU at the end of the 2024-2025 school year if the work cannot be completed by the agreed effective date. At the end of the review process, the parties will determine if an additional MOU is needed to codify the implementation.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: Nancy Ivy
Nancy Ivy (Sep 4, 2024 16:35 PDT)
Nancy Ivy, Chapter President

BY: Dan Johnston
Dan Johnston (Sep 5, 2024 13:34 PDT)
Dan Johnston, Executive Director of HR

DATE: 09/04/2024

DATE: 09/05/24

1 MEMORANDUM OF UNDERSTANDING

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3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948,
5 MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED
6 INTO PURSUANT TO ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.
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11 The Parties agree to extend the timeline set forth in Section 10.8.2 for the 2024-2025 school year to provide an
12 opportunity to accomplish the review of Section 10.8.2 for objective assessment of qualifications.
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14

15 This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in
16 effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.
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21 PUBLIC SCHOOL EMPLOYEES OF
22 WASHINGTON/SEIU LOCAL 1948
23 MONROE CHAPTER #1117
24

MONROE SCHOOL DISTRICT #103

25 BY: Nancy Ivy
26 Nancy Ivy (Sep 4, 2024 16:34 PDT)
27 Nancy Ivy, Chapter President
28
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BY: Dan Johnston
30 Dan Johnston (Sep 5, 2024 13:33 PDT)
31 Dan Johnston, Executive Director of HR
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DATE: 09/04/2024

DATE: 09/05/24

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that the current language in the 2024-2026 Specialized Instructional Paraeducator Coverage MOU between PSE/SEIU1948 Monroe Chapter #1117 and the Monroe School District #103 shall be amended for clarity of process to the following:

Specialized Instructional Paraeducator and Specialized Instructional Paraeducator Coverage

In the event that a Specialized Instructional Paraeducator is absent, and no substitute is available, the building administrator will have the authority to temporarily reassign another Specialized Instructional Paraeducator to cover the position for the day. If no Specialized Instructional Paraeducators are available, the building administrator will have the authority to temporarily reassign by a rotating seniority list noted below an Instructional Paraeducator to the position to cover student needs.

In the event that a special education program does not have a sufficient number of Specialized Instructional Paraeducators to safely operate the program and no substitutes are available, the building administrator will have the authority to temporarily reassign another Specialized Instructional Paraeducator from another program to cover the position(s) for the day. If no Specialized Instructional Paraeducators are available, the building administrator will have the authority to temporarily reassign by a rotating seniority list an Instructional Paraeducator(s) to cover the program needs.

If an Instructional Paraeducator is required to cover the responsibilities of a Specialized Instructional Paraeducator, they will be paid at the Specialized Instructional Paraeducator rate at their current step placement while working within the different job title. Example: If a Step 3 Instructional Paraeducator is required to cover the responsibilities of a Specialized Instructional Paraeducator, they will be paid at the corresponding Specialized Instructional Paraeducator Step 3 rate while working in a different job title.

Instructional Paraeducator Substitution Rotation Process for Specialized 1:1 Coverage

Preferably, a Specialized Paraeducator will sub in for an open Specialized Paraeducator. However, there may be times when an Instructional Paraeducator will need to fill in. Starting with the most senior Instructional Paraeducator, each Instructional Paraeducator, who has affirmed they will volunteer, is asked if they would like to cover the Specialized Paraeducator. If a Specialized Paraeducator position requires being assigned because no one volunteered, starting at the least senior Instructional Paraeducator, they are assigned the position for the day. Instructional Paraeducators that do not wish to be on the volunteer seniority rotation can opt out for the school year but are still subject to rotation assignment.

The following time where an Instructional Paraeducator needs to cover a Specialized Paraeducator opening, the process would start again at the most senior, with the option to volunteer. Should it require being assigned, it would go to the second least senior Instructional Paraeducator in a rotation process. This ensures one (1) person, and their assignment, are not continually being disrupted. This would continue in a rotation process until it would need to start again for that school year.

1 This Memorandum of Understanding shall become effective November 4, 2024, shall remain in effect until
2 August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

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5 PUBLIC SCHOOL EMPLOYEES OF
6 WASHINGTON/SEIU LOCAL 1948

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8 MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

9
10 BY: Nancy Ivy, Chapter President
11 Nancy Ivy, Chapter President (Nov 21, 2024 11:35 PST)
12 Nancy Ivy, Chapter President

BY: Dan Johnston
11 Dan Johnston (Nov 18, 2024 11:54 PST)
12 Dan Johnston, Executive Director of HR

13
14 DATE: Nov 21, 2024
15

DATE: Nov 18, 2024
16

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree, after careful review of the Library Specialist job description, essential duties in accordance with MOU previously negotiated, it is appropriate for modifications to the Library Specialist wage rates.

Effective 2/3/2025 the Library Specialist wage rates shall be as follows:

SPECIALIZED SUPPORT	Sub	1	2	3
Library Specialist		\$30.04	\$32.04	\$34.04

For the 2025-2026 school year the previously negotiated enhancement of 5%, which is inclusive of the state inflationary rate or Inflationary Price Index effective September 1, 2025, as stated in Section 20.1.1:

SPECIALIZED SUPPORT	Sub	1	2	3
Library Specialist		\$31.54	\$33.64	\$35.74

This Memorandum of Understanding shall become effective February 3, 2025 and shall remain in effect until August 31, 2026; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: Nancy Ivy, Chapter President
Nancy Ivy, Chapter President

BY: Dan Johnston, Executive Director of HR
Dan Johnston, Executive Director of HR

DATE: 27/01/2025

DATE: 27/01/2025

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Public School Employees of Monroe Chapter #1117 and the Monroe School District agree to the terms of this Letter of Agreement (LOA) regarding the following:

- The addition of a new position titled "CDL: Class-C Driver" to the PSE bargaining unit.
- The job description was reviewed and agreed upon by all parties.
- Class-C Drivers will be added to the current Non-CDL/Van Driver seniority list.
- Class-B Drivers shall remain at their current rates if they bid on, and are assigned to, a Type-A route.
- This position is intended to be used as a substitute for Type A bus routes, as needed.
Example: When there is a need to cover both Class-B and Type-A bus routes, dispatch can assign all Class-B substitutes to Class-B buses and utilize Class-C Drivers for Type-A bus routes.
- Should a Class-C Driver obtain a Class-B license they will go to the bottom of the Class-B seniority list, per the current contract.
- Excluding substitutes, Class-C drivers will be considered as four (4) hours unassigned, similar to van drivers. Class-C drivers shall make the Schedule A-Class C wage once licensed, regardless of the vehicle they drive.

TRANSPORTATION	Sub Rate	1	2	3	4
2024-2025 CDL: Class-C	\$23.93	\$28.53	\$29.09	\$29.56	\$32.14
2025-2026 CDL: Class-C	\$25.13	\$29.96	\$30.54	\$31.04	\$33.74

This Letter of Agreement shall take effect upon the first working day of the month in which it is signed and shall remain in effect of the current Collective Bargaining Agreement, which is in place through August 31, 2026.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: Nancy Ivy, Chapter President
Nancy Ivy, Chapter President

BY: Dan Johnston, Executive Director of HR
Dan Johnston, Executive Director of HR

DATE: 03/20/2025

DATE: 03/17/2025

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Public School Employees of Monroe #1117 Chapter and the Monroe School District agree to the terms of this Letter of Agreement (LOA) regarding the following:

- The addition of a new position titled “Fellowship” to the PSE bargaining unit in the Specialized Support classification.
- The job description was reviewed and agreed upon by the parties.
- The position is a two (2) year only commitment. The two (2) years are reliant on progression in the College Fellowship Program, as stated in the Job Description.
- For this Fellowship position only, current Monroe employees under this Collective Bargaining Agreement holding a current Monroe SD position shall retain but not accrue current position seniority and shall not be lost per Section 10.6.F, Section 10.9 and Section 20.1.8.1 and shall be extended to not less than two (2) years.
 - If a Monroe paraeducator awarded the position is unable to complete it, they shall be eligible to assume an open paraeducator position at the step that aligns with their service in the District in the paraeducator classification.
 - If a Monroe Chapter employee from a different classification (other than a paraeducator) is awarded this position and unable to complete the program or does not get hired at the conclusion of the two (2) years, they must maintain any qualifications that are required to be eligible to resume an open position in their previous classification. Such employees shall also have the opportunity to obtain a role as a paraeducator in an open position as per Section 20.1.8 of the current CBA.
 - If the applicant awarded the position is an external applicant (not Monroe Chapter), the person shall be eligible for a paraeducator position, however seniority would start at date of hire into the paraeducator classification in accordance with the current CBA.
 - If there are no open paraeducator positions or employees are not able to return to an open position in their previous classification, then Section 10.11 of the current CBA would apply.
- For this Fellowship position only, Section 13.2 shall not apply for the cost of the college program. Section 13.2 shall apply for training costs which are a condition of employment to hold a paraeducator position.
- The following scale will be used for this position. Employees will be placed on the scale following Section 20.1.7, Section 20.1.8.1 and Section 16.1. For this position, years of experience in a paraeducator role will count toward years of experience.

SPECIALIZED SUPPORT	Sub	1	2	3	4
2025-2026 Fellowship	\$24.42	\$28.53	\$29.37	\$30.12	\$33.13

This Letter of Agreement shall become effective upon signatures and shall remain in effect of the current Collective Bargaining Agreement, which is in place through August 31, 2026.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: Nancy Ivy, Chapter President
Nancy Ivy, Chapter President (Mar 20, 2025 05:53 PDT)
Nancy Ivy, Chapter President

BY: Dan Johnston, Executive Director of HR
Dan Johnston, Executive Director of HR (Apr 14, 2025 13:21 PDT)
Dan Johnston, Executive Director of HR

DATE: 03/20/2025

DATE: 04/14/2025

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Public School Employees of Monroe #1117 Chapter and the Monroe School District agree to the terms of this Letter of Agreement (LOA) regarding the following:

Section 7.2.2. Optional Workweek - Summer Months.

Full-time employees may request in writing a four (4) day, ten (10) hour workweek for the duration of the optional work schedule identified by the District during the summer months, with the understanding that there will be no additional cost to the District and no negative impact on District efficiency.

Employees shall indicate their preferred schedule, such as a Monday-Thursday or Tuesday-Friday work week no later than June 9. Requests will be denied by inverse seniority if a building would not be staffed.

Any denials of requests by the employee's immediate supervisor shall be in writing and the decision is final. A copy of the denial shall be provided to the Union President.

The optional workweek will start the first Monday after July 4th and will end the third week in August.

This Letter of Agreement shall become effective upon signatures of both parties and is for summer 2025. Consideration for continuation of this agreement for future years is subject to mutual agreement by the Monroe District and Public School Employees of Washington.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

BY: Nancy Ivy, Chapter President
Nancy Ivy, Chapter President

BY: Dan Johnston
Dan Johnston, Executive Director of HR

DATE: 05/06/2025

DATE: 05/05/2025

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2
3 **LETTER OF AGREEMENT**

4 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
5 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948,
6 MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS
7 ENTERED INTO PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE
8 BARGAINING AGREEMENT.

9 It is agreed between Monroe School District and PSE of Monroe #1117 that Section 7.4 of the CBA
10 will be amended to state the following:
11

12 **Section 7.4.**

13 Employees required to work through their regular lunch periods will be given time to eat at a time
14 agreed upon by the employee and supervisor. In the event the District requires an employee to
15 forego a lunch period, and the employee works the entire shift, including the lunch period, the
16 employee shall be compensated for the foregone lunch period at two (2) times the employee's
17 hourly rate or compensatory time equal to two (2) times the foregone lunch period.
18

19 This Letter of Agreement shall become effective upon signatures for all hours worked on or after May
20 1, 2025 and shall remain in effect on the current Collective Bargaining Agreement, which is in place
21 through August 31, 2026.
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25 PUBLIC SCHOOL EMPLOYEES
26 OF WASHINGTON/SEIU LOCAL 1948
27 MONROE CHAPTER #1117
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MONROE SCHOOL DISTRICT #103

29
30 *Nancy Ivy*
31 BY: Nancy Ivy (May 29, 2025 19:51 PDT)
32 Nancy Ivy, Chapter President
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35 *Dan Johnston*
36 BY: Dan Johnston (May 29, 2025 10:55 PDT)
37 Dan Johnston, Executive Director of HR
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DATE: 05/29/2025

DATE: 05/29/2025

1 MEMORANDUM OF UNDERSTANDING

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3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948,
5 MONROE #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED
6 INTO PURSUANT TO THE ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE
7 BARGAINING AGREEMENT.
8

9 The parties agree that the following:

10
11 The Monroe School District #103 (Employer) has adopted the health reimbursement arrangement (HRA)
12 plans offered and administered by the Voluntary Employee Benefit Association Trust for Public Employees
13 of the State of Washington (collectively the "plans"). The **Standard HRA Plan**, which shall be integrated
14 with the employer's or another qualified group health plan and to which the Employer shall remit
15 contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group
16 health plan and any other contributions that may be permitted under applicable law from time to time; and
17 the **Post-Separation HRA Plan** to which the Employer may remit contributions on behalf of eligible
18 employees, including eligible employees who are not enrolled in or covered by the Employer's or another
19 qualified group health plan, and which shall provide benefits only after a participant separates from service
20 or retires. Employer agrees to contribute to the Plans on behalf of all employees in the Public School
21 Employees of Monroe 1117 employees (PSE 1117 Group) defined as eligible to participate in the Plans.
22 The Plans must receive an enrollment file for each eligible employee to become a participant and become
23 eligible for benefits under the Plan.
24

25 **Contributions on behalf of each eligible employee shall be based on the following selected funding**
26 **sources/formulas:**
27

28 **YES- Sick Leave Contributions - Annual:** Eligibility for contributions on an annual basis is limited to
29 employees who have accumulated 180 days (or more if eligible¹) of unused sick leave. To be eligible
30 during the term of this agreement an employee must have earned at least 180 days of earned and unused
31 sick leave as of the effective date, not including any front-loaded days. Contributions are based on the
32 number of sick leave days earned during the previous calendar year, less any days used during that
33 calendar year.
34

35 **YES- Sick Leave Contributions - Retirement or Separation from Service¹:** Eligibility for contributions
36 at retirement or separation from service is limited to employees who retire or separate from service with
37 sick leave cash-out rights during the terms of this agreement.
38

39 **YES- Vacation Leave Contributions on Retirement or Separation from Employment:** Eligibility for
40 contributions at retirement or separation of service is limited to employees who retire or separate with
41 vacation cash-out rights during the terms of this agreement. Employer contributions shall include the
42 cash-out value³ of unused leave days (vacation) accrued and available for cash-out upon retirement or
43 separation per Employer policy.
44

¹ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may choose a higher eligibility threshold for VEBA PLAN annual contribution eligibility.

² School districts may offer a sick leave cash out upon separation or retirement in accordance with RCW 28A.400.210.

³ Pursuant to applicable written agreement, Employer Policy or procedure so long as the cash-out value is not subject to individual choice.

⁴ Pursuant to applicable written agreement, Employer Policy or procedure so long as the cash-out value is not subject to individual choice.



YES- Personal Leave Contributions on Retirement: Eligibility for contributions at retirement is limited to employees who have a balance of unused personal leave upon retirement. Employer contributions shall include the cash-out value⁴ of unused leave days (personal) accrued and available for cash-out upon retirement per Employer policy.

Note: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District hold harmless agreement complying with RCW28A.400.210.

The term of this Agreement shall be from September 1, 2025 to August 31, 2026.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

MONROE CHAPTER #1117

BY: Nancy Ivy
Nancy Ivy (Jun 2, 2025 09:59 PDT)
Nancy Ivy, Chapter President

DATE: 06/02/2025

MONROE SCHOOL DISTRICT #103

BY: Dan Johnston
Dan Johnston (Jun 2, 2025 15:53 PDT)
Dan Johnston, Executive Director of HR

DATE: 06/02/2025