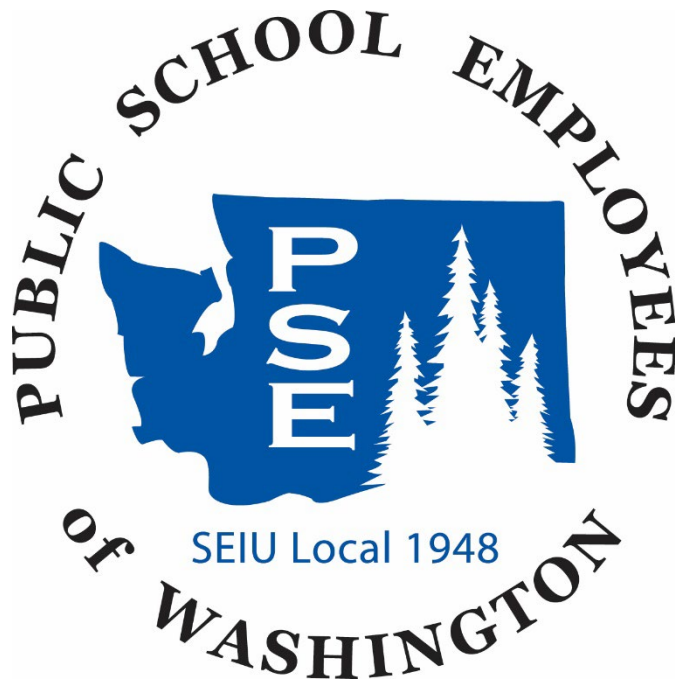


**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**MONROE SCHOOL DISTRICT #103**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF MONROE**  
**OFFICE PERSONNEL #1128**

AUGUST 1, 2022 - JULY 31, 2025



Public School Employees of Washington/SEIU Local 1948  
PO Box 798  
Auburn, WA 98071-0798  
866.820.5652  
[www.pseclassified.org](http://www.pseclassified.org)

# TABLE OF CONTENTS

	Page
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	3
ARTICLE III RIGHTS OF EMPLOYEES	3
ARTICLE IV RIGHTS OF THE ASSOCIATION	5
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	7
ARTICLE VI ASSOCIATION REPRESENTATION	8
ARTICLE VII HOURS OF WORK AND OVERTIME	8
ARTICLE VIII HOLIDAYS AND VACATIONS	11
ARTICLE IX LEAVES	13
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	21
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	24
ARTICLE XII INSURANCE AND RETIREMENT	25
ARTICLE XIII PROFESSIONAL DEVELOPMENT	27
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	28
ARTICLE XV GRIEVANCE PROCEDURE	30
ARTICLE XVI TRANSFER OF PREVIOUS EXPERIENCE	32
ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION	32
ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS	35
ARTICLE XIX NO STRIKE AGREEMENT	37
ARTICLE XX EVALUATONS	37
SIGNATURE PAGE	38
SCHEDULE A (2022-2023)	39
ADDENDUM A	40
MEMORANDUM OF UNDERSTANDING (Vacation Schedule 2023-2024)	42
MEMORANDUM OF UNDERSTANDING (Longevity Pay)	44

## DECLARATION OF PRINCIPLES

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

## P R E A M B L E

This Agreement is made and entered into between Monroe School District Number 103 (hereinafter "District") and Public School Employees of Monroe Office Professionals, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

## A R T I C L E   I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

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

#### **Section 1.1.1.**

Substitute and temporary employees employed within the scope defined in Section 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, but subject only to substitute salary Schedule A and those other sections which specifically include them.

**Section 1.2.**

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

**Section 1.3. 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. Evaluations will align with job descriptions and student learning goals.

**Section 1.3.1.**

Job descriptions in effect on the date of implementation of this Agreement shall be the basis for all future consultations and/or negotiations regarding additions or changes of job descriptions.

**Section 1.3.2.**

The parties agree to consult on substantial job description changes impacting hours, wages and working conditions upon the request of either party.

**Section 1.3.3.**

District job descriptions shall be clearly identifiable by either numerical code or date of adoption.

**Section 1.3.4.**

The parties agree to initiate a systematic review of job descriptions at no longer than three (3) year intervals.

**Section 1.3.5.**

All PSE Monroe OP job descriptions shall be updated to include the following statement:  
“Other duties as assigned within the PSE Monroe OP bargaining unit.”

**Section 1.4.**

The bargaining unit to which this Agreement is applicable shall consist of all Office Personnel employed by the Monroe School District, except for the Superintendent’s Administrative Assistant, the Coordinators in the Human Resources Office and the Fiscal Services Coordinator.

**ARTICLE II**  
**RIGHTS OF THE EMPLOYER**

**Section 2.1.**

Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy making authority of the Employer Board, which authority the Employer Board specifically reserves unto itself. The management of the Employer and the direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated. Management officials retain the right and obligation, according to Employer Board policy, to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted. Including but not limited to the following: direct employees covered by this Agreement; hire, train, promote, retain, transfer, and assign employees; suspend, discharge, demote, or take other disciplinary action against employees; release employees from 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 employee 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 Association and the employees and to the obligations imposed by this Agreement.

**Section 2.3.**

Adjustments to the calendar may be made by the District, after consultation with PSE Monroe OP, in the event of an emergency and in order to satisfy the one hundred eighty (180) day student year requirement.

**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 Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District 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.

1 **Section 3.2.**

2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
3 Association representatives and/or appropriate officials of the District. Normally, the first step is to  
4 confer with the immediate supervisor.

5  
6 **Section 3.3.**

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

10  
11 **Section 3.4.**

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

14  
15 **Section 3.5.**

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

22  
23 **Section 3.6. Personnel Files.**

24 There shall be only one (1) official personnel file for each employee. This file shall be kept in the  
25 District Administration Office. Each employee shall have the right upon request, and after making an  
26 appointment with the Human Resources Administrator, to review the contents of his/her official  
27 personnel file. The review shall be made in the presence of the administrator responsible for the  
28 safekeeping of these files, or his/her designee. During the review, employees shall be allowed to copy  
29 any material therein and shall be permitted to make a written inventory of material and, on request,  
30 have such inventory signed and dated by a representative of the administration.

31  
32 **Section 3.6.1.**

33 Each employee shall be provided a copy of all material placed in his/her personnel file within  
34 five (5) days of its insertion. An employee may attach comments to any material that is a part  
35 of the personnel file. Except for material that relates to student health and/or safety, no  
36 derogatory material shall remain in an employee's file for more than two (2) years from the date  
37 of entry unless a continuation of the same type of problem is shown in the file within the two  
38 (2) year period.

39  
40 **Section 3.6.2.**

41 Any legitimate complaint made against an employee by any parent, student, or other person,  
42 will be called to the attention of the employee. Any complaint not called to the attention of the  
43 employee may not be used as the basis for any disciplinary action against the employee.

44  
45 **Section 3.6.3.**

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

1 **Section 3.7.**

2 The Monroe School District shall reimburse or repair the damage to an employee's personal vehicle  
3 should such damage occur during the normal office personnel workday; and PROVIDED such loss  
4 occurred on school property in an area assigned for office personnel parking. Any loss to the vehicle  
5 will be paid PROVIDED the loss is not the result of the employee's failure to take reasonable  
6 preventive measures. The District shall pay for loss under this section on a one (1) time basis per  
7 employee, each academic year, up to a maximum of one hundred dollars (\$100) or twenty-five percent  
8 (25%) of the valued loss, which cannot exceed a total District payment of one hundred dollars (\$100).  
9 Claims submitted for reimbursement under this section must be completed on proper District forms  
10 and shall include valid and documented evidence to support the employee's position.  
11

12 **Section 3.8. Harassment.**

13 The Employer is committed to providing a work environment free from unlawful harassment. The  
14 Employer will not tolerate actions, words, jokes or comments based on an individual's sex, race,  
15 ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Such  
16 complaints will be handled under the appropriate board policy (5010 - Nondiscrimination, 5011 Sexual  
17 Harassment or 5290 Civility) and not subject to the grievance procedure.  
18

19 **Section 3.9. Immunizations.**

20 The District may request proof of immunizations from its employees. Once immunization records have  
21 been provided to the District, such records shall be maintained in the employee's personnel file. The  
22 District will follow state and federal guidance, including the Washington State Department of Health  
23 and the Snohomish County Health Department, related to vaccinations.  
24  
25  
26

27 **ARTICLE IV**

28 **RIGHTS OF THE ASSOCIATION**  
29  
30

31 **Section 4.1.**

32 The Association has the duty and responsibility to represent the interests of all employees in the unit,  
33 without regard to membership in the Association; to present its views to the District on matters of  
34 concern, either orally or in writing; to consult or to be consulted with respect to grievance procedures  
35 and collective negotiations on personnel matters, including wages, hours, and working conditions  
36 which may be peculiar to the bargaining unit, except that by such obligation neither party shall be  
37 compelled to agree to a proposal or be required to make a concession unless otherwise provided by the  
38 Collective Bargaining Act.  
39

40 **Section 4.2.**

41 The President of the Association shall be promptly notified by the District of any disciplinary action  
42 taken against any Association member.  
43

44 **Section 4.3.**

45 A copy of this Agreement will be included as part of the general information provided to new  
46 employees, to be furnished to the District by the Association.  
47  
48

**Section 4.4.**

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

**Section 4.5.**

The President of the Association and/or designated representatives will be provided time off without loss of pay to a maximum of six (6) days per year to attend regional or State meetings.

**Section 4.5.1. Bargaining Association Leave.**

Before negotiating a successor Collective Bargaining Agreement, the parties will meet and consider scheduling options for bargaining sessions for the purpose of efficient progress. Decisions made for session schedules will be a collaborative effort and based on what benefits both parties. If bargaining sessions occur during the duty day, the PSE Monroe OP bargaining team shall be released on Association leave for these sessions.

**Section 4.6. Information.**

On or before the first day of November, March and July of each year during the terms of this Agreement, the District shall provide the President of the Association, or PSE/SEIU 1948 designee, with information transmitted electronically regarding each employee working under this CBA, limited to that information currently stored in the personnel system.

**Section 4.6.1.**

The Association and its individual members agree to indemnify and hold the District harmless from all claims arising from the release to the Association President of the data specified in Sections 4.2 and 4.6 above.

**Section 4.7.**

Representatives of the Association must make their presence known to the District and then shall have access to District premises during business hours to meet with District employees, provided no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

**Section 4.8. Bulletin Boards.**

The District shall provide bulletin board space in each school or work site for the use of the Association for Association business. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided. Copies of all general membership bulletins, notices, memorandum, etc., posted on bulletin boards shall be sent to the Superintendent and Assistant Superintendent.

**Section 4.8.1.**

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



1 **Section 4.9. Use of District E-Mail.**

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

- 5
- 6 1. The Association may use the computers/network for bargaining group business in the same  
7 manner as PSE Monroe OP uses the District's internal mail system including individual  
8 employee mailboxes and the District phone system including:
- 9
- 10 a. General meeting notification for general PSE Monroe OP and committee meetings;  
11 b. Information related to staff development opportunities;  
12 c. General newsletters and meeting minutes.
- 13
- 14 2. There are uses of the District's communication systems, including the computer and  
15 network systems, however, that are not authorized and include specifically:
- 16
- 17 a. Political campaigning at any level;  
18 b. Discussion of job actions (strikes or walk-outs);  
19 c. Discussion of employee discipline issues;  
20 d. Issues prohibited by the Public Disclosure Commission.
- 21
- 22 3. Questions on the appropriateness of the use of communication systems should be directed  
23 to the Superintendent and/or the Executive Director of Human Resources.
- 24

25 **Section 4.10.**

26 The District shall allow Association meetings in school facilities upon reasonable request, after  
27 working hours and at no cost to the District.

28

29 **Section 4.11. New Member Orientation.**

30 The District will comply with RCW 41.56.037 to provide PSE Monroe OP time to meet with new  
31 employees for the benefit of presenting information about PSE Monroe OP to new bargaining unit  
32 members. Timelines and conditions determined by the RCW will be followed.

33

34

35

36 **ARTICLE V**

37 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

38

39

40 **Section 5.1.**

41 It is agreed and understood that matters appropriate for consultation and negotiation between the  
42 District and the Association are the effects of hours, wages, grievance procedures, and general working  
43 conditions of employees in the bargaining unit subject to this Agreement.

44

45 **Section 5.2.**

46 It is further agreed and understood that the District will consult with the Association, and meet with the  
47 Association upon its request, in the formulation of any changes being considered in hours, wages, and  
48 working conditions.

**Section 5.3.**

The Association will, from time to time, as appropriate, be advised of current and predicted workload information. The parties agree that two (2) weeks shall be the minimum lead time regarding work load information.

**Section 5.4.**

The parties authorize the Labor Management Conference Committee to make editorial changes to the language of Article IX to enable consistency with language ratified by Monroe Chapter #1117 and/or the Monroe Education Association.

**ARTICLE VI**

**ASSOCIATION REPRESENTATION**

**Section 6.1. Conference Committee.**

The Association will designate a Conference Committee comprised of the Association President or Vice President and designated representatives. The Conference Committee will meet with the Superintendent of the District and/or the Superintendent's representatives on a mutually agreeable basis to discuss appropriate matters.

**Section 6.2.**

When formal meetings are held pursuant to Section 6.1, formal minutes shall be prepared upon request of either party.

**Section 6.3.**

Time during working hours without loss of time or pay will be allowed Association representatives for attendance at meetings with the District. Time, on a mutually agreeable basis, will also be allowed for representatives to discuss appropriate matters directly related to work situations in their area.

**Section 6.4. Workplace Safety.**

Health and safety protocols will be clearly communicated and provided in writing to all employees at each site. Each worksite will have a safety committee with an invitation for representation from the bargaining unit. If the note taker is a PSE Monroe OP member, they will not be counted as the representation unless they choose to also be the representative. Meetings will be conducted on work time and count as hours worked.

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

**Section 7.1. Workweek.**

The normal workweek is Monday through Sunday, beginning and ending at midnight Sunday.

**Section 7.1.1. Work Year.**

Employees shall be assigned to a specific work year and calendar which will include the number of workdays over and above the one hundred eighty (180) day student calendar. Calendars will be given annual consideration and mutually agreed upon through the LMC process.

Employees with written approval of their administrator may redistribute their assigned hours, so long as they do not trigger an eligibility for overtime compensation and all redistributed hours are worked within the same calendar month.

**Section 7.2. Shift Assignment.**

Each employee shall be assigned 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 the prior approval of the employee or as a result of a bona fide emergency as determined by the District. All hours worked are to be accurately recorded and documented using the District timekeeping system. Additional time worked beyond an employee's scheduled shift must have prior approval.

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

All work shifts of more than four (4) hours shall have an uninterrupted lunch period of thirty (30) minutes. Each regular work shift shall consist of eight and one-half (8½) hours, including a thirty (30) minute uninterrupted lunch period. Each four (4) hour work segment shall include a ten (10) minute rest period, except that, employees working six (6) or more hour shifts shall include two (2) ten (10) minute rest periods.

**Section 7.4.**

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

**Section 7.5. School Closures.**

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

**Section 7.6. Callback Procedures.**

Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate 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. Callback procedure shall not apply to overtime worked contiguous with the regular work shift.

1 **Section 7.7. Overtime.**

2 In the assignment of overtime, the District agrees to provide the employee with as much advance  
3 notice as practicable in the circumstances. Normally, employees designated to work overtime on days  
4 outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours  
5 prior to the end of the last shift before the overtime commences. Overtime assignments must have the  
6 prior approval of the supervisor.

7  
8 **Section 7.7.1.**

9 Employees, who work their entire regularly scheduled hours (Monday through Friday) or work  
10 in excess of forty (40) hours per week and perform work on Saturday or Sunday shall be  
11 compensated at the rate of one and one-half (1½) times the employee's base pay for all hours so  
12 worked.

13  
14 **Section 7.7.2.**

15 A request for flextime must be related to inclement weather conditions or other extenuating  
16 circumstances. All such requests must have the supervisor's approval but may not be initiated  
17 by the supervisor. Employees may initiate a flextime request to use Saturday, Sunday, or a  
18 holiday work time for hours not worked earlier in the current week. The flexible hours worked  
19 will be at the regular rate of pay unless such time exceeds forty (40) work hours for the week.

20  
21 **Section 7.7.3**

22 Any employee required to work on a designated holiday shall be compensated one and one-half  
23 (1½) the employee's regular hourly rate of pay. For the purposes of calculating overtime,  
24 holidays which fall on Monday through Friday, shall be considered as hours worked.

25  
26 **Section 7.8.**

27 Each employee shall be notified by July 1 of their anticipated calendar, including days and hours of  
28 employment, their work location(s) and their first reporting day for the subsequent school year. Major  
29 changes from the previous school year shall be communicated to the Association President.

30  
31 **Section 7.9. Compensatory Time.**

32 An employee may, at his/her option, request compensatory time off in lieu of overtime compensation  
33 or payment for hours worked beyond the employee's normal work shift. Compensatory time is subject  
34 to the approval of the supervisor. Compensatory time, if granted, may be accumulated; provided,  
35 however, that records shall be maintained, and the employee will be provided an opportunity to expend  
36 the accumulated time within their current work year. The District shall compensate employees for all  
37 accumulated compensatory time, at the appropriate rate, not expended within their normal work year in  
38 the August pay warrant. Accumulated compensatory time may not be carried over from year to year.  
39 The District shall not solicit employees to accept compensatory time in lieu of other compensation.  
40 Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one  
41 and one-half (1½) hours for each hour over forty (40) hours worked per week. Employees shall not  
42 volunteer for work in any assignment in which they would normally receive compensation.

43  
44 **Section 7.10.**

45 Employees requested to work a position assignment regularly filled by a higher classification shall  
46 receive, in addition to their regular compensation, fifty cents (\$0.50) per hour. In the event that the  
47 employee is stepping up more than one level, the additional compensation shall be one dollar (\$1.00)  
48 per hour. In either event, the additional compensation shall not exceed the permanent placement rate.

If the employee works in the position for more than ten (10) consecutive days, the employee will be compensated starting the next day at the rate he/she would receive if permanently placed in the higher classification.

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

#### **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                | 11. Day before Christmas       |
| 5. Independence Day            | 12. Christmas Day              |
| 6. Juneteenth                  | 13. Day before New Year's Day* |
| 7. Labor Day                   |                                |

\*For employees working one thousand six hundred eighty (1,680) or more regularly scheduled hours.

#### **Section 8.1.1.**

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.**

Starting in the 2023-2024 contract year all vacation shall be based on a full-time two thousand eighty (2,080) F.T.E., with less than two thousand eighty (2,080) hour employees receiving a prorated amount of paid vacation. The parties acknowledge that all previous provisions regarding vacations will be in an MOU that sunsets in the second year of this contract.

#### **Section 8.2.1.**

During the first year of employment, vacation shall be prorated. Paid vacation starting in the 2023-2024 school year shall be granted as follows:

Years of Service	Days of Vacation
1-3 years	12 days
4-7 years	17 days
8-12 years	23 days
13-14 years	24 days
15+ years	27 days

#### **Section 8.2.2.**

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

#### **Section 8.2.3.**

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 date.

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 year's yearly accrual unless approved by the Superintendent or his designee.

**Section 8.2.3.1.**

Twelve (12) month employees may annually cash in five (5) days of vacation at their own rate of pay.

**Section 8.2.4.**

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 work days by the factor shown below which corresponds to that employee's total years of service.

Years of Service	Full time # of days in a year	Holidays	Max Vacation	Actual Work Days	Factor
1 - 5	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	0.07860
14	260	13	19	228	0.08333
15 – 19	260	13	20	227	0.08811
20 and above	260	13	25	222	0.11261

**Section 8.2.5.**

Payment for vacation for less than twelve (12) month employees shall be made in twelve (12) equal installments beginning in August of each year.

**Section 8.3.**

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

1 unused accrued vacation credit to those employees discharged for disciplinary reasons to the extent of  
2 the District's right to be reimbursed for expended but unearned sick leave, or other demonstrable costs.

3  
4 **Section 8.4. Vacation Leave Exhaustion.**

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

10  
11  
12  
13 **ARTICLE IX**

14  
15 **LEAVES**

16  
17 **Section 9.1. Sick Leave.**

18 Each employee who works at least one hundred eighty (180) work days shall be granted twelve (12)  
19 days of sick leave per year based on the employee's average of assigned hours per day. Employees  
20 who work less than one hundred eighty (180) days or less than full time shall receive a pro-rated  
21 number of hours. Leave not taken shall accumulate from year to year.

22  
23 **Section 9.1.1.**

24 Sick leave may be used for the following, and FMLA and/or state statutes may apply:

- 25  
26 1. An employee's mental or physical illness, injury or health condition; to accommodate  
27 the employee's need for medical diagnosis, care or treatment of a mental or physical  
28 illness, injury or health condition; or an employee's need for preventive medical or  
29 dental care.  
30 2. To allow the employee to provide care for a family member or a permanent member of  
31 the employee's household with a mental or physical illness, injury, or health condition,  
32 care of a family member who needs preventative medical or dental care.  
33 3. When the District has been closed by order of a public official for any health-related  
34 reason or when an employee's child's school or place of care has been closed for such a  
35 reason.

36  
37 **Section 9.1.2.**

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

42  
43 **Section 9.1.3.**

44 The District requires a signed statement from a licensed medical practitioner to verify the need  
45 for treatment, care or supervision for any absence which exceeds five (5) days for the care of  
46 child or immediate family member.



1 **Section 9.1.4.**

2 State approved sick leave buy-back programs for accumulated sick leave shall be available to  
3 all eligible employees for sick leave buy back and for cash out upon death or retirement.  
4

5 **Section 9.1.5.**

6 For those employees who are hourly workers, illness/injury benefits shall be paid on the basis  
7 of the base hourly rate applicable to the employee's assigned hours at the time of the  
8 injury/illness.  
9

10 **Section 9.1.6.**

11 After the third consecutive day of a qualifying FMLA absence, the employee who qualifies for  
12 FMLA leave shall be placed on FMLA leave.  
13

14 **Section 9.1.7.**

15 A release to return to work from the physician may be required depending on the nature of the  
16 illness or injury.  
17

18 **Section 9.1.8. Industrial Insurance.**

19 In the event employees are absent for reasons which are covered by worker's compensation,  
20 they shall complete the District form indicating the option of their choice regarding pay. If the  
21 employee chooses to receive compensation from the District the appropriate deduction will be  
22 taken from the employee's leave balances.  
23

24 **Section 9.1.8.1.**

25 While an employee is placed on long-term worker's compensation leave defined as  
26 longer than six (6) months, no job transfers may take place unless mutually agreed upon  
27 by the Association and the District.  
28

29 **Section 9.1.9. Sick Leave Exhaustion.**

30 Sick leave shall be deducted from the employee's sick leave balance. Should the employee  
31 have no sick leave, then the sick leave shall be deducted from the employee's personal leave,  
32 then his/her vacation leave. If the employee has exhausted all available leave, then sick leave  
33 shall be unpaid leave (salary deduction). Sick leave shall be compensated at the same rate as  
34 the employee would have received had the employee not taken the leave and shall be deducted  
35 from sick leave.  
36

37 **Section 9.1.10. Washington Paid Family Medical Leave (PFML).**

38 Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the  
39 Washington State Family and Medical Leave and Insurance Act. The Employment Security  
40 Department (esd.wa.gov) administers the Paid Family and Medical Leave program.  
41

42 **Section 9.1.10.1. PFML Supplemental Benefit.**

43 Employees may be eligible, upon request, for supplemental benefit of payments that  
44 would make up the difference between their regular wage and the benefit paid by  
45 PFML. Employees wishing to do so must communicate with Human Resources prior to  
46 taking such leave and adhere to all payroll documentation requirements and deadlines.  
47 Under no circumstance shall an employee be paid greater than their current salary  
48 amount.



**Section 9.2. Emergency Leave.**

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

Employees may utilize emergency leave for circumstances involving grandchildren where specialized medical treatments, hospitalizations, involvement with law enforcement or governmental agencies are involved.

**Section 9.2.1.**

Emergency leave must be approved by the Superintendent/designee.

**Section 9.2.2.**

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).

**Section 9.3. Bereavement Leave.**

The following provisions shall govern bereavement leave:

**Section 9.3.1.**

Up to five (5) days for the death of the employee's spouse, child, grandchild, great grandchild, parent, stepparent or parent substitute who meets the definition 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, brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-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.

**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.

1 **Section 9.4. Absenteeism.**

2 Authorized absence will consist of only the items so designated in writing in this Agreement or reasons  
3 mutually agreed upon by the employee and the District. Employees claiming sick leave benefits due to  
4 illness for more than five (5) consecutive days must submit a written statement from a licensed medical  
5 provider which states the reason(s) of the absence and any reason(s) for a continued absence. Two (2)  
6 or more unexcused absences shall be a reason for the employee's discharge.

7  
8 **Section 9.4.1. Unacceptable Absenteeism.**

9 In compliance with Initiative 1433, the District will not count the use of paid sick leave as an  
10 absence that may lead to or result in discipline against an employee. Furthermore, the use of  
11 paid sick leave will not be used as a negative factor in any employment action such as  
12 evaluation, promotion, or termination.

13  
14 **Section 9.5. Parental Leave.**

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

16  
17 **Section 9.5.1.**

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

21  
22 **Section 9.5.2.**

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

28  
29 **Section 9.5.3.**

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

35  
36 **Section 9.5.4.**

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

43  
44 **Section 9.5.5.**

45 In addition to FMLA twelve (12) weeks of unpaid leave, maternity leave shall adhere to the  
46 Washington pregnancy disability (six (6) weeks or as doctor directed of unpaid leave for the  
47 disability phase of the pregnancy and childbirth) guidelines.

**Section 9.5.6. Paid Leave at Birth, Guardianship, Foster Care, or Adoption Proceedings.**

Up to three (3) days of paid leave per year may be taken for the birth of an employee's child, or attendance by either or both adoptive parents at court and legal proceedings, including guardianship, foster care, home study and evaluation of home visitations required by an adoption agency in connection with the adoption of a child by the employee. This leave applies to babies born and/or adopted during employees work year and is in addition to any other leaves provided by this Agreement which could also apply to these purposes.

**Section 9.6. Judicial Leave.**

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a 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.**

Three (3) additional days per year shall be granted to all members with no loss of pay. Personal leave is noncumulative and shall not be deducted from illness and injury leave. Employees who have completed ten (10) or more years of district service or are contracted to work two hundred (200) days or more per year shall receive one (1) additional personal day per year.

**Section 9.7.1.**

Personal leave may not be taken during the first or last week of the school year. Personal leave must be taken in one-half (½) or full day increments if a substitute is normally required and no more than five percent (5%) of the bargaining unit may be granted leave on the same day. The employee shall not be required to state reasons for the leave beyond the term personal.

**Section 9.7.2.**

Employees shall have the right to carry over one day of personal leave per year by filing a written request by July 31 of any school year with the payroll department. Employees shall be reimbursed a stipend equal to one (1) day of regular salary for each full day of personal leave not utilized during the school year to a maximum of four (4) days. The stipend shall be paid in August.

**Section 9.7.3.**

New employees beginning work after September 1 of any year will earn Personal Leave as follows. Employees working one-half (½) or more of the position work year will earn three (3) personal days, employees working less than one-half (½) of the position work year will earn one and one-half (1½) days.

**Section 9.7.3.1.**

Employees working in schools, whose regular assignment extends one (1) or more hours after students are released on the day before Thanksgiving, and the last student day before Winter Break, will be allowed to leave one (1) hour after students are dismissed without loss of pay. Employees working in locations other than schools, whose regular assignment extends one (1) or more hours after students on the elementary schedule are released on the days listed above, will be allowed to leave one (1) hour after elementary students are dismissed without loss of pay. All such time will be reported as Personal Leave on timesheets and cannot be used or exchanged for any other work dates.

1  
2 **Section 9.7.3.2.**

3 All two hundred sixty (260) day employees shall have the option to take the early  
4 release day in December on their last working day before Christmas, instead of the last  
5 student day before winter break.  
6

7 **Section 9.7.4.**

8 Any employee who terminates employment shall receive payment for unused personal time  
9 prorated to their separation date with their final paycheck.  
10

11 **Section 9.7.5. Personal Leave Exhaustion.**

12 Personal leave shall be deducted from the employee's personal leave balance. Should the  
13 employee have no personal leave, then the personal leave shall be deducted from the  
14 employee's Vacation leave. If the employee has exhausted all available leave, then personal  
15 leave shall be unpaid leave (salary deducted). Personal leave shall be compensated at the same  
16 rate as the employee would have received had the employee not taken the leave and shall be  
17 deducted from personal leave.  
18

19 **Section 9.8. Leave of Absence.**

20  
21 **Section 9.8.1.**

22 An employee may be granted a leave of absence for a period not to exceed one (1) year due to  
23 extended illness or medical reasons. To request a leave of absence, the employee shall submit a  
24 letter to the supervisor stating the reason for the leave of absence and the anticipated length of  
25 time the employee is asking for approved leave. To be granted, this leave must be  
26 recommended by the immediate supervisor and Human Resources and approved by the Board  
27 of Directors.  
28

29 **Section 9.8.1.1.**

30 The leave of absence shall be without compensation.  
31

32 **Section 9.8.1.2.**

33 Under exceptional conditions, the Board of Directors may extend the leave of absence  
34 one (1) additional year.  
35

36 **Section 9.8.1.3.**

37 An employee returning to work from a leave of absence not exceeding six (6) months  
38 will be assigned to the position occupied before the Leave of Absence, provided the  
39 employee returns within the time specified in the leave of absence. Employees returning  
40 after six (6) months will be assigned to the same or similar position.  
41

42 **Section 9.8.1.4.**

43 A temporary employee hired to fill a position held by an employee on Leave of  
44 Absence will be subject to all rights and duties contained in this Agreement, except that  
45 seniority rights shall not accrue nor apply. If said employee is retained, following the  
46 temporary assignment, he/she will be subject to all rights and duties contained in this  
47 Agreement retroactive to the hire date.  
48

1                   **Section 9.8.1.5.**

2                   The employee will retain accrued illness and injury, vested vacation rights, and  
3                   seniority rights while on authorized Leave of Absence. However, vacation credits,  
4                   illness and injury, salary schedule placement and seniority shall not accrue while the  
5                   employee is on unpaid Leave of Absence.  
6

7                   **Section 9.8.1.6. Family and Medical Leave Act.**

8                   The District agrees to implement the Family and Medical Leave Act (FMLA) for  
9                   eligible employees per Board Policy 5404. Leave provided under the FMLA shall be  
10                  coordinated with any other Board of Directors approved leave of absence.  
11

12                  **Section 9.8.1.7. Medical Related Unpaid Approved Leave.**

13                  All bargaining unit members not covered by FMLA, shall be eligible for Medical  
14                  Related Unpaid Approved Leave who have worked for the District for at least twelve  
15                  (12) months. Medical Related Unpaid Approved Leave will provide unit members up  
16                  to twelve (12) workweeks of unpaid leave within a twelve (12) month period. Medical  
17                  Related Unpaid Approved Leave can be taken for the same qualifying reasons as  
18                  FMLA.  
19

20                  **Section 9.8.2.**

21                  An employee returning to work from a leave of absence will be assigned to the position  
22                  occupied before the leave of absence, provided the employee returns within the time specified  
23                  in the leave of absence. In the event the previously held position does not exist, the employee  
24                  will be assigned to a position substantially equal (hours and wages) subject to Article X. An  
25                  employee hired to fill a position held by an employee on Leave of Absence will be subject to  
26                  all rights and duties contained in this Agreement.  
27

28                  **Section 9.9. Extended Personal Leave of Absence.**

29                  An employee may request an Extended Personal Leave of Absence for a period of time not to exceed  
30                  six (6) months. The request must have the prior approval of the supervisor, the Human Resources  
31                  Office and be approved by the Board of Directors before commencing. The Board of Directors shall  
32                  consider each request individually and is under no obligation to approve the leave request. Requests for  
33                  an Extended Personal Leave of Absence denied by the Board of Directors are not grievable.  
34

35                  **Section 9.9.1.**

36                  An Extended Personal Leave of Absence may be extended for an additional six (6) months with  
37                  Board approval.  
38

39                  **Section 9.9.2.**

40                  An Extended Personal Leave of Absence is leave without compensation. The employee is  
41                  responsible for making payments for medical premiums if they desire continued medical  
42                  coverage while on leave.  
43

44                  **Section 9.9.3.**

45                  An employee returning to work from an Extended Personal Leave of Absence not exceeding  
46                  six (6) months will be assigned to the position occupied before the leave.  
47  
48

1 **Section 9.9.4.**

2 A person returning to work from an Extended Personal Leave of Absence longer than six (6)  
3 months shall not be guaranteed the same position but shall be placed in a similar position. If no  
4 position is readily available, the person will continue on leave without pay and be given the  
5 next available or similar position.  
6

7 **Section 9.9.5.**

8 A temporary employee hired to fill a position held by an employee on an Extended Personal  
9 Leave of Absence will be subject to all rights contained in this Agreement, except that seniority  
10 rights shall not accrue or apply. If the temporary employee is hired after six (6) months, they  
11 will be subject to all rights contained in this Agreement retroactive to the hire date.  
12

13 **Section 9.9.6.**

14 The employee on leave will retain accrued illness and injury leave, vested vacation, and  
15 seniority rights while on leave of absence. However, vacation credits, illness and injury, and  
16 seniority shall not accrue while the employee is on the Extended Personal Leave of Absence.  
17

18 **Section 9.10. Attendance Incentive Program.**

19 The District agrees to implement the provisions of RCW 28A.58.096 and WAC 392-136, the  
20 Attendance Incentive Program, and to adhere to any provisions of this law as changed by the  
21 Legislature or court decisions. This law is implemented in District Policy 5401.  
22

23 **Section 9.11. Shared Leave.**

24 An employee may transfer leave to another employee as defined in RCW 28A.400.380 and in District  
25 Policy 5406.  
26

27 **Section 9.11.1.**

28 Employees may donate leave to a fellow employee, consistent with law, when one of the  
29 following circumstances has caused or is likely to cause the employee to take leave without pay  
30 or terminate his/her employment:  
31

- 32 a) The employee is suffering from or has a relative or household member suffering from  
33 an extraordinary or severe illness, injury, impairment or physical or mental condition;
- 34 b) The employee is sick or temporarily disabled due to pregnancy disability;
- 35 c) For parental leave to bond with the employee's newborn, adoptive, or foster child;
- 36 d) The employee is the victim of domestic violence, sexual assault, or stalking; or
- 37 e) The employee has been called to service in the uniformed services.  
38

39 An employee participating in leave sharing may maintain up to forty (40) hours of annual leave  
40 in reserve and forty (40) hours of sick leave in reserve.  
41

42 **Section 9.12. Short Term Leave without Pay.**

43 The Superintendent or designee, at the employee's request, may grant a leave of absence without pay  
44 for up to five (5) workdays during the school year, for reasons such as: (a) compelling personal  
45 matters, (b) family circumstances (c) childcare or other extenuating circumstances that do not meet any  
46 other leave criteria set forth in this document. Such leave will not be available until an employee has  
47 completed three (3) years' service with the District and will only be available once every five (5) years.  
48 Leaves requested under this section cannot be longer than a total of five (5) workdays in duration using  
Collective Bargaining Agreement (2022-2025)



any combination of paid and/or unpaid leave. Requests for unpaid leave will not be granted until all available personal leave or any other paid leave available has been exhausted. Requests for this leave must be submitted in writing to Human Resources thirty (30) days prior to the beginning of the requested leave, and cannot include the week before schools starts, the first week of school or the last two (2) weeks of the school year. Such 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. The decision to grant such requests shall consider input from the employee's supervisor. Final decision will be at the discretion of the Executive Director of Human Resources and non-grievable. The employee has the right to appeal any denial to the Superintendent. Leave taken under this section does not qualify for foregone compensation as provided for in HB2070.

## ARTICLE X

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

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

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

##### **Section 10.1.1.**

The term continuous daily employment shall not exclude employees assigned to a regular intermittent schedule. Employees assigned to such an intermittent schedule shall be entitled to all benefits of five (5) day a week employees based upon prorated weekly scheduled hours.

#### **Section 10.2. Probationary Status.**

Each new hire shall remain in a probationary status for ninety (90) days of actual work. During the probationary period, the District may discharge such employee at will. Sections 11.1, 11.1.1., and Article XV do not apply to discharged probationary employees.

##### **Section 10.2.1.**

Employees who have completed the initial probationary period and are promoted to a higher rated position shall serve a probationary period of forty (40) days of actual work. Failure to successfully complete this probationary period shall result in return to the position previously occupied, unless the employee was dismissed for gross misconduct. Employees may only grieve their return to the previous position to the extent that the District action was arbitrary or capricious.

#### **Section 10.3.**

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

1 **Section 10.4.**

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

- 3 A. Resignation;  
4 B. Discharge for any reason contained in this Agreement;  
5 C. Retirement; and  
6

7 **Section 10.5. Seniority Rights Shall Not Be Lost for the Following Reasons without Limitation:**

- 8 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;  
9 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
10 United States;  
11 C. Time spent on other authorized leaves;  
12 D. Time spent in layoff status as hereinafter provided; or  
13

14 **Section 10.6.**

15 Seniority rights shall be effective within the bargaining unit.  
16

17 **Section 10.6.1.**

18 In any case where seniority is equal, the employee with the earliest hire date will have  
19 "seniority." Ties will be broken by lot, unless the issue was previously determined.  
20

21 **Section 10.7. Application of Seniority.**

22  
23 **Section 10.7.1.**

24 The employee with the earliest hire date shall have absolute preferential rights regarding  
25 overtime within the work area/building on a rotating basis, workweek assignment, hours of  
26 work within positions, shift selections and layoffs.  
27

28 **Section 10.7.2.**

29 When ability, knowledge, skills and performance, fit for building and culture are substantially  
30 equal with a junior or new employee, then the most senior employee will have preferential  
31 rights for new or open jobs or positions. If the District determines that seniority rights should  
32 not govern because a junior or new employee possesses ability, knowledge, skills, or  
33 performance greater than a senior employee, the Human Resources Administrator or designee,  
34 will meet with the bypassed employee to discuss the reasons for the bypass and set forth in  
35 writing to the employee and the PSE Monroe OP President, its reasons why the senior  
36 employee was bypassed.  
37

38 **Section 10.7.3.**

39 District utilization of tests and/or interviews to evaluate ability, knowledge, skills and  
40 performance shall be relevant to the position under consideration.  
41

42 **Section 10.7.4.**

43 Upon application for new or open positions, employees with test scores older than one (1) year  
44 may elect to retake any/all tests required for such positions.  
45

46 **Section 10.7.5.**

47 In the event of job abolition which may or may not be part of an overall reduction in force the  
48 following process will be utilized:



- A. No person may exercise any bump to obtain a higher level. All bumping shall be lateral or downward.
- B. In the event of job reductions at a work site, the positions retained will be based upon the needs of the school or job site.
- C. Displaced employees shall be offered equivalent employment, if it exists and they are qualified to perform the duties. Employees offered equivalent employment in a new or vacant position shall not be eligible to bump.
- D. If no equivalent vacant position exists, the employee may invoke bumping rights. The District shall select the position occupied by the least senior person filling a position for which the senior employee is qualified for bumping. Any person bumped by a senior employee shall be treated as displaced and subject to the same process.
- E. An employee may opt to select a position with fewer hours or a lower classification in lieu of exercising bumping rights.

#### **Section 10.8. Posting Open Positions.**

Human Resources shall publicize within the bargaining unit, by electronic or written posting, for a minimum of five (5) days, the availability of new or open positions.

##### **Section 10.8.1.**

An electronic list of all current openings shall be sent to the Association President.

##### **Section 10.8.2.**

A principal transferring to a school opening for the first time (new building) may have his/her existing secretary accompany him/her, on a voluntary basis, to the new assignment.

##### **Section 10.8.3.**

All postings shall include the appropriate job description or a statement indicating a copy of the job description is available for review in the Human Resources Office.

##### **Section 10.8.4.**

Current openings will be posted on the District Online Application website.

##### **Section 10.8.5.**

When the new or open position has been filled by a regular employee of the District the resulting vacancy shall be posted.

##### **Section 10.8.6. Internal Candidates.**

Should a current PSE Monroe OP employee apply for an open or new position and are not going to receive an interview, then notification will be sent to them before interviews commence. If they do get an interview but will not be chosen or are not chosen for the position, they will be notified in a timely manner. Notification to employees will be through District email.

#### **Section 10.9. Layoff Pool.**

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

**Section 10.10.**

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

**Section 10.11.**

An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not comply with the requirements of Section 10.10, or if the employee does not respond to the offer of reemployment within five (5) business days.

**Section 10.12.**

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

**Section 10.13. Temporary Employee.**

A temporary employee shall be defined as an employee hired on a temporary basis for not more than sixty (60) days or four-hundred eighty (480) hours in a twelve (12) month period, who does not replace a regular employee. If the position is converted to regular employment and the employee is retained for more than sixty (60) days or four-hundred eighty (480) hours, the employee will be subject to all rights and duties contained in the Agreement retroactive to the first day of such continuous employment. If the District replaces a temporary employee with another temporary employee in the same position, the sixty (60) days or four-hundred eighty (480) hour employment period shall include days worked by both employees. If there is an extension of sixty (60) days or four-hundred eighty (480) hours, or replacement of temporary employee during the sixty (60) days or four-hundred eighty (480) hours, the District shall consult with the Association about either matter.

**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1.**

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public. Employees shall have the right to representation at any investigatory meeting relating to a potential disciplinary matter or action.

**Section 11.1.1.**

Prior to potential disciplinary action involving a written reprimand or greater level of discipline, an investigatory meeting shall be held.

1       **Section 11.1.2.**

2       The District may initiate a non-disciplinary employee transfer for legitimate District business  
3       purposes through the Labor-Management Committee process. Employees who are transferred  
4       will maintain their current hours and pay rate until such time as they obtain or decline an  
5       equivalent position. Employees who decline a position equivalent to their former assignment  
6       will be considered to have accepted their temporary assignment at the contractual level in  
7       effect.

8  
9       **Section 11.2. Notification of Discharge or Layoff.**

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

12  
13      **Section 11.2.1.**

14      Should the District decide to discharge or lay off any non-annual employee, the employee shall  
15      be so notified in writing as soon as possible.

16  
17      **Section 11.2.2.**

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

20  
21      **Section 11.2.3.**

22      Nothing contained in this section shall in any regard limit the operation of other sections of this  
23      Article.

24  
25      **Section 11.2.4.**

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

28  
29      **Section 11.3. Resignation of Employees.**

30      Failure to give the District two (2) weeks notice on a voluntary or employee-initiated resignation may  
31      result in the loss of accumulated fringe benefits.

32  
33  
34  
35                                   **ARTICLE XII**

36                                   **INSURANCE AND RETIREMENT**

37  
38  
39      **Section 12.1. Insurance.**

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

44  
45      **Section 12.1.1. Insurance Information.**

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

**Section 12.2.**

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

**Section 12.2.1.**

An employee on approved Family Medical Leave Act shall have their insurance premiums paid by the District in accordance with Federal and State law, and according to the provisions of Policy 5404.

**Section 12.3. Optional Insurance.**

Optional insurance programs may be available through the payroll deduction of an amount equal to the premium of the selected program or programs. Monroe PSE Monroe OP shall have representation on any District established committee appointed to explore and examine optional benefits. The number of representatives on the committee will be set by the District.

**Section 12.4. T.S.A. Programs.**

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

**Section 12.5.**

It shall be the employee's responsibility to pay the premiums during the months they are on an uncompensated approved leave. Each employee shall follow District business office procedures for paying the insurance premiums for the months they are on leave.

**Section 12.6.**

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

**Section 12.7. Industrial Insurance.**

The District shall make required contributions for industrial insurance on behalf of all employees subject to this Agreement.

**Section 12.8. Unemployment Compensation.**

The District shall participate appropriately in an unemployment compensation fund requisite to providing unemployment benefits for all employees subject to this Agreement.

**Section 12.9. Retirement System.**

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

**Section 12.10. VEBA.**

The District has adopted the VEBA Health Reimbursement Plan (hereinafter "Plan"). The District agrees to contribute to the plan on behalf of all employees as defined as eligible to participate in the Plan. PSE/SEIU1948 shall notify and re-authorize such agreement with the District annually consistent with IRS regulations.

**Section 12.10.1. District Contribution.**

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

**ARTICLE XIII**

**PROFESSIONAL DEVELOPMENT**

**Section 13.1.**

Employees attending training courses required by State regulations or District policy as a condition of continued employment will be paid by the District, portal-to-portal (from the transportation site), at the employee's regular rate of pay, plus any fee, tuition or transportation costs. Portal-to-portal times will be in accordance with times as estimated by the District. All training courses must have prior District approval to qualify for payment or reimbursement of costs as determined by the District. Classes requested by employees and approved by the District shall not cause any loss of pay, but any payment of expenses or additional hours of compensation will be at the discretion of the District.

**Section 13.2.**

The District shall provide two hundred dollars (\$200) per year per employee for Professional Development purposes. These funds may be used for professional dues, conference, seminar and workshop fees, and approved professional development materials, as mutually agreed upon by the employee and the employee's supervisor. If the cost exceeds two hundred dollars (\$200), the employee may request retroactive reimbursement of the unpaid balance out of non-obligated funds.

Bargaining unit members may request a stipend of two hundred dollars (\$200) per year from the allocated professional development funds to be paid to the employee upon successful completion and passage of District sponsored training such as Microsoft Office, Excel, or other relevant professional development training. Employees passing more than one course in the first year of the contract can petition for the two hundred dollars (\$200) stipend in the following year for the additional class. Classes offered under this section will be developed, scheduled, and monitored by the Human Resources Department.

Attendance at out-of-district workshops shall be limited to one (1) employee per building on any one (1) day and four (4) on a District-wide basis, unless an exception is obtained from the District Administration. This amount shall be suspended entirely in the event of double levy failure.

One-half (½) of the professional development funds not obligated by June 1 or designated for retroactive reimbursements shall be carried over to the next ensuing school year, but shall not be carried forward into any succeeding years. Allocations of carry-over funds shall be determined by a committee of three (3) bargaining unit members, subject to the approval of an executive director based upon the legitimate nature of the request.

**Section 13.3.**

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

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

**Section 13.4.**

Employees who have presented the District with evidence of graduation from an accredited university in the United States of America shall be entitled to a yearly stipend according to the following schedule:

Employees may receive an additional yearly stipend as follows:

Master's Degree	\$800.00
Baccalaureate Degree	\$600.00
Associate of Arts/Sciences Degree	\$400.00
NAEOP Professional Standard Certificate	\$400.00
WASBO Professional Certification	\$400.00
*Other Professional Certification Recognized by the District and the Association	\$400.00

Employees with degrees from foreign institutions or Technical Schools may petition the Superintendent for standing. If approved by the Superintendent, such degrees shall be deemed equivalent to an Associate's Degree.

\*Other recognized certifications must be required at least one hundred fifty (150) hours of study, be job enhancing to the employee's current assignment and be approved by both the District and Association through the LMC process.

Employees are eligible for one (1) stipend per year.

Official documentation supporting a stipend must be received by January 31 of each fiscal year in the Human Resources Office. Stipends will be issued in the February pay cycle.

**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Maintenance of Membership.**

**Section 14.1. Membership.**

The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is Collective Bargaining Agreement (2022-2025)  
Monroe OP Chapter #1128  
and the Monroe School District #103



1 the shared interest in providing the best services to the public. Therefore, it is the expectation of both  
2 PSE/SEIU 1948 and the District that the District representatives shall remain neutral on the issue of  
3 union membership and respect all employees' decisions to join and maintain membership in their  
4 exclusive professional advocacy organization PSE/SEIU 1948 pursuant to RCW 41.56.140. All  
5 bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU  
6 1948 upon employment with the District in the bargaining unit.

7  
8 **Section 14.2. Membership Rescission.**

9 Members of the Association requesting to rescind membership and membership rights in their  
10 exclusive professional advocacy organization shall make such request in writing to PSE/SEIU 1948,  
11 following the constitution and bylaws, and any and all relevant conditions, policies, and procedures.  
12 This will be within fifteen (15) days before or after the annual anniversary date of their signed  
13 membership authorization. Providing such conditions have been met, PSE/SEIU 1948 shall inform the  
14 District of the employee's non-member status consistent with the notification section 14.3.

15  
16 **Section 14.3. New Hire Notification.**

17 The District shall notify PSE/SEIU 1948 and the agreed bargaining unit representative of all new hires,  
18 as soon as practicable, including name, home mailing address, job title, work email, work location, and  
19 hire date.

20  
21 **Section 14.4. Dues and Checkoff.**

22 PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit employees  
23 who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/or other  
24 changes in membership status to the District upon request. The District agrees to accept dues  
25 authorization and electronic signature programs. PSE/SEIU 1948 will be the custodian of the records  
26 related to dues authorizations and E-signature authorizations. PSE/SEIU 1948 agrees that, as the  
27 custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those  
28 records. The District shall deduct Association dues from the pay of any employee who authorizes such  
29 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted  
30 to the Treasurer of the Public School Employees of Washington on a monthly basis.

31  
32 **Section 14.4.1. Local PSE Chapter Dues.**

33 The District shall deduct local dues monthly as established by the local PSE chapter and remit  
34 the same to the Treasurer of the chapter.

35  
36 **Section 14.5. Political Action Committee or COPE.**

37 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
38 deduct from the pay of such bargaining unit employees, the amount of contribution the employee  
39 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association  
40 from the Association dues transmittal check. Section 14.7 of the Collective Bargaining Agreement  
41 shall apply to these deductions. The employee may revoke the request at any time. At least annually,  
42 the employee shall be notified by the PSE State Office, about the right to revoke the request. This  
43 section becomes null and void if modified by law during the term of this agreement.

44  
45 **Section 14.6. Indemnify and Hold Harmless.**

46 The Association will indemnify, defend and hold the District harmless against any claims made, and  
47 any suit instituted against the District on account of any checkoff of Association dues requirement that  
48 employees pay membership or voluntary political contributions.



1 **Section 14.7. Agency Fee Restoration Contingency.**

2 In the event there is a change in law or holding by a court of competent jurisdiction that allows for the  
3 withholding of dues or equivalent fee as a condition of employment, PSE/SEIU 1948 and the District  
4 agree to bargain the effect of any such decision inclusive of union security and dues deduction.  
5  
6  
7

8 **ARTICLE XV**

9  
10 **GRIEVANCE PROCEDURE**  
11

12 **Section 15.1.**

13 Grievances or complaints arising between the District and its employees within the bargaining unit  
14 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
15 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. All  
16 days regarding the grievance procedure shall refer to "business days." A business day shall mean  
17 Monday through Friday, or the days on which the District Office is regularly open, exclusive of legal  
18 holidays.  
19

20 **Section 15.2. Grievance Steps.**

21  
22 **Section 15.2.1. Step 1.**

23 Employees shall first discuss the grievance with their immediate supervisor. If employees so  
24 wish, they may be accompanied by an Association representative at such discussion and at all  
25 subsequent meetings and discussions. All grievances not brought to the immediate supervisor  
26 in accordance with the preceding sentence within fifteen (15) business days of the occurrence  
27 of the grievance shall be invalid and subject to no further processing. The supervisor shall have  
28 five (5) business days to respond to the employee regarding the alleged grievance.  
29

30 **Section 15.2.2. Step 2.**

31 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
32 subsection, the employee has five (5) business days after talking to the supervisor to move the  
33 grievance forward by putting it in writing and submitting it to the supervisor. A statement of  
34 the grievance shall contain the following:  
35

- 36 A. The facts on which the grievance is based;  
37 B. A reference to the provisions in this Agreement which have been allegedly violated;  
38 C. The remedy sought.  
39

40 The employee shall submit the written statement of grievance to the immediate supervisor for  
41 reconsideration and shall submit a copy to the Assistant Superintendent. The parties will have  
42 ten (10) business days from submission of the written statement of grievance to resolve it. A  
43 written statement, indicating the disposition of the grievance, shall be furnished to the  
44 aggrieved. If a mutually agreeable disposition has been made, the parties shall terminate the  
45 grievance in writing within ten (10) business days.  
46  
47  
48



1 **Section 15.2.3. Step 3.**

2 If no settlement has been reached within the ten (10) business days referred to in the preceding  
3 subsection, and the Association believes the grievance to be valid, a written statement of  
4 grievance shall be submitted within five (5) business days following the submittal of the written  
5 grievance to the District Superintendent or the Superintendent's designee. After such  
6 submission, the parties will have ten (10) business days from submission of the written  
7 statement of grievance to resolve it by indicating on the statement of grievance the disposition.  
8 If an agreeable disposition is made, all parties to the grievance shall sign it.  
9

10 **Section 15.2.4. Step 4.**

11 If no settlement has been reached within the ten (10) business days referred to in the preceding  
12 subsection, and the Association believes the grievance to be valid, a written statement of  
13 grievance shall be submitted within ten (10) business days following the submittal to the  
14 District Superintendent to the District Board of Directors. After such submission, the parties  
15 will have thirty (30) business days from receipt of the written statement of grievance to resolve  
16 it by indicating on the statement of grievance the disposition. If an agreeable disposition is  
17 made, all parties to the grievance shall sign it. The Board of Directors reserves the right to  
18 summon the employee for an oral statement of the grievance. The employee reserves the right  
19 to appear before the Board of Directors to explain the grievance. At any appearance before the  
20 Board of Directors, the employee may be accompanied by an Association representative or  
21 designee.  
22

23 **Section 15.2.5. Step 5.**

24 If no settlement has been reached within the thirty (30) business days referred to in the  
25 preceding subsection, and the Association and the grievant believes the grievance to be valid,  
26 the aggrieved employee or District may refer the dispute to final and binding arbitration. The  
27 aggrieved employee shall notify the District in writing of submission to arbitration within ten  
28 (10) working days after receipt of the Board's written response in Section 15.2.4. Within ten  
29 (10) working days, the Association and District shall mutually agree upon an arbitrator. If the  
30 parties fail to agree, a list of seven (7) qualified neutrals shall be requested by the aggrieved  
31 party from the American Arbitration Association (AAA). Within ten (10) working days after  
32 receipt of the list, the Association and the District shall alternately strike the names on the list,  
33 and the remaining name shall be the arbitrator. The party not seeking arbitration shall strike the  
34 first name.  
35

36 The arbitrator shall not have the power to add to, or subtract from, or modify the provisions of  
37 this Agreement in arriving at a decision of the issue or issues presented and shall confine his  
38 decision solely to the matter specified on the grievance form. The arbitrator shall confine  
39 himself to the precise issues submitted for arbitration and shall have no authority to determine  
40 any other issues not so submitted to him. The arbitrator's remedy shall be limited to "make  
41 whole remedies". The decision of the arbitration shall be final and binding upon the aggrieved  
42 employee, the Association and the District. The District and the Association shall share equally  
43 the arbitration fees and arbitrator's expenses. The District and the Association shall each pay  
44 their own legal fees.  
45

46 **Section 15.2.6.**

47 Grievance discussions shall take place whenever possible on school time.  
48

1 **Section 15.3.**

2 The employer shall not discriminate against any individual employee or the Association for taking  
3 action under this Article.  
4  
5  
6

7 **ARTICLE XVI**

8  
9 **TRANSFER OF PREVIOUS EXPERIENCE**  
10

11 **Section 16.1. Prior School Experience.**

12 When an employee leaves one school district within the State and commences employment with the  
13 Monroe School District, the employee shall be granted Schedule A placement, vacation, and sick leave  
14 benefits as an employee in the District who has similar occupational status and total years of service.  
15

16 **Section 16.1.1.**

17 Former Monroe School District employees who return as substitute employees in a similar  
18 position within twenty-four (24) months of separation of service shall be placed in their former  
19 salary step. Once an employee returns as a substitute in a similar position, in order to retain this  
20 placement in the future, the employee must again return to substitute work within twenty-four  
21 (24) months.  
22

23 **Section 16.2. Non-School Experience.**

24 New employees with non-Washington State public school job experience comparable to the school  
25 position for which they are hired may be placed on an appropriately determined step of Schedule A,  
26 not to exceed Step Two.  
27

28 **Section 16.3. Seniority Rights.**

29 It is expressly understood that seniority rights are not transferable from other school districts or  
30 employers. Seniority in the Monroe School District begins with the "hire date" in the Monroe School  
31 District as defined in Section 10.1 and is not transferable between job classifications.  
32  
33  
34

35 **ARTICLE XVII**

36  
37 **SALARIES AND EMPLOYEE COMPENSATION**  
38

39 **Section 17.1.**

40 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
41 worked. Each employee shall receive an accounting and itemization of authorized deductions as shown  
42 on the statement of remittance.  
43

44 **Section 17.1.1.**

45 Less than full-time employees shall have all compensable items apportioned equally throughout  
46 the school year (August – July).  
47  
48

1 **Section 17.1.2.**

2 If an existing Monroe School District employee substitutes in a similar position to what they  
3 are currently assigned, they shall receive their rate of pay for such work.  
4

5 **Section 17.2.**

6 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
7 Schedule A attached hereto and by this reference incorporated herein.  
8

9 **Section 17.2.1.**

10 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the  
11 terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this  
12 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive  
13 to the effective date.  
14

15 **Section 17.2.2.**

16 Retroactive pay, where applicable, shall be paid on the first regular payday following  
17 implementation of this Agreement, if possible, and in any case not later than the second regular  
18 payday unless some other arrangement is worked out with the employee. Retroactive pay  
19 resulting from the collective bargaining process shall be paid over the remaining months of the  
20 fiscal year.  
21

22 **Section 17.2.3.**

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

27 **Section 17.2.4.**

28 Any employee who changes job positions within the bargaining unit to a higher paid position  
29 shall be placed at the first step that is at least fifty cents (\$0.50) above their current hourly  
30 salary.  
31

32 **Section 17.2.5.**

33 The substitute rate of pay for PSE Monroe OP positions shall be reflected on Schedule A. Any  
34 changes made to the substitute rate shall be discussed with the Association at LMC.  
35

36 **Section 17.3. Payment Procedures.**

37 **Section 17.3.1.**

38 All bargaining unit members shall be paid in twelve (12) equal installments on the last Business  
39 Office working day of the month, except December which may be earlier.  
40

41 **Section 17.3.2.**

42 When the employee and the District mutually agree to make adjustments or installments in  
43 other than twelve (12) equal installments, the salary shall be paid in the mutually agreed upon  
44 format.  
45  
46  
47  
48

**Section 17.4. Travel Reimbursement.**

Any employee required to travel from one site to another in the employee's private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the Internal Revenue Service compensated rate. The District shall make every reasonable attempt to provide such transportation in District owned vehicles.

**Section 17.5. Overnight Travel Reimbursement.**

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

**Section 17.6.**

The salary schedule for the 2022-2023 school year shall be as shown on Schedule A which is attached.

**Section 17.7.**

Effective August 1, 2022, all wages shall be increased by six percent (6%) on Schedule A which is inclusive of the state inflationary rate (IPD) or Inflationary Price Index.

Effective August 1, 2023, all wages shall be increased by six percent (6%) on Schedule A which is inclusive of the state inflationary rate (IPD) or Inflationary Price Index.

Effective August 1, 2024, all wages shall be increased by six percent (6%) on Schedule A, which is inclusive of the state inflationary rate (IPD) or Inflationary Price Index.

**Section 17.8. Payment Errors.**

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

**Section 17.8.1.**

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

**Section 17.8.2.**

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

**Section 17.8.3.**

If overpayment amounts to twenty percent (20%) or more of an employee's check, deduction may be prorated over a twelve (12) month period provided the employee remains so long employed; otherwise, Section 17.3.2 will apply.

**Section 17.8.4.**

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

1 **Section 17.9. Professional Enhancement Equipment.**

2 Bargaining unit members may request funds for professional enhancement equipment through a  
3 committee appointed by PSE Monroe OP leadership. Such equipment shall be expected to provide  
4 ergonomic enhancement to assist in the performance of assigned duties. Such equipment shall be the  
5 property of Monroe School District. Annual funding shall be two thousand (\$2000) dollars. One-half  
6 (½) of the professional enhancement equipment funds not obligated by June 1 shall be carried over to  
7 the next ensuing school year but shall not be carried forward into any succeeding years.  
8  
9  
10

11 **ARTICLE XVIII**

12 **TERM AND SEPARABILITY OF PROVISIONS**

13  
14  
15 **Section 18.1. Length of Agreement.**

16 The term of this Agreement shall be August 1, 2022 through July 31, 2025.  
17

18 **Section 18.1.1. Levy Failure Reopening.**

19 In the event the November 8, 2022 levy does not pass, causing a double levy failure, the  
20 parties agree to negotiate over the impacts to the contract financial improvements before  
21 the 2023-2024 contract year.  
22

23 **Section 18.2.**

24 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
25 notwithstanding its execution date, except as provided in the following section.  
26

27 **Section 18.3. Reopening Limitations.**

28 This Agreement may be reopened and modified at any time during its term upon mutual consent, in  
29 writing, of both parties. The Agreement may be reopened at the request of either party, in writing to  
30 the second party, to consider the impact of any legislation recently enacted, judicial decision,  
31 Superintendent of Public Instruction policy, or State Board of Education action following the  
32 implementation of this Agreement.  
33

34 **Section 18.3.1.**

35 Each year of this agreement all salaries on Schedule A shall be increased by any state  
36 authorized cost of living percentage adjustments which may be provided. State authorized cost  
37 of living adjustments are defined as increases or decreases that are identified specifically as  
38 either a cost of living adjustment, salary reduction or salary restoration. Salary restoration only  
39 becomes a pass through if salaries were previously reduced. State authorized cost of living  
40 adjustments do not necessarily apply to all changes made by the State to the state allocation  
41 formula for classified employees in the prototypical school funding model unless they meet the  
42 definition in this section. If state authorized cost of living adjustments meeting the definition  
43 are not spelled out as a percentage change in the state budget the District will calculate the  
44 appropriate percentage. The District shall have the right to re-open Schedule A in the event of a  
45 State salary reduction.  
46  
47  
48

1       **Section 18.3.2.**

2       The District may reopen Schedule A to propose salary increases for specific positions or job  
3       classifications.

4  
5       **Section 18.3.2.1. Position Review for Reclassification.**

6       When an employee's job requirements have changed to such a degree that their current  
7       responsibilities are no longer commensurate with their job classification, a review is  
8       available through the Position Review Committee. Requests for review may be initiated  
9       by an employee, a group of employees, the District (by a supervisor or administrator) or  
10      the Association, provided the employee has been in the current position for at least  
11      twelve (12) months prior to November 1 of the year the request is made. Employees  
12      who believe that their position is not appropriately classified may file request for review  
13      following the position review process outlined in Addendum A.

14  
15      Experience and additional education not required by the District, an increase in the  
16      volume of work assigned, and additional duties assumed by the employee without the  
17      knowledge or approval of the employee's immediate supervisor, and personal ability  
18      shall not serve as reasons for position reclassification. An employee may only request a  
19      review of their position once every three (3) years.

20  
21      **Section 18.4.**

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

24  
25      **Section 18.5.**

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

28  
29      **Section 18.6.**

30      In the event either of the two (2) previous sections is determined to apply to any provision of this  
31      Agreement, such provision shall be renegotiated pursuant to Section 18.3.

32  
33      **Section 18.7.**

34      The Association and/or the District shall have the right to open the contract at any time to deal with  
35      Health Insurance issues related to compliance with state or federal law and/or potential employee  
36      eligibility for subsidies or tax credits from the Federal government. The District agrees to cooperate  
37      with the Association to the extent that the Association requests do not cause the District to incur fines,  
38      taxes, sanctions or any substantial negative financial impact. Substantial shall mean a cost to the  
39      District of one thousand dollars (\$1,000) or more which may include the value of staff time to  
40      implement such proposed change.

41  
42      **Section 18.8. Major Community Natural Disaster.**

43      In the event there is a natural disaster (including pandemics) that results in the declaration of a state  
44      of emergency and requires the District or multiple school buildings to close but continues our office  
45      professional services, the District and Union will meet and confer on the issues of wages, hours and  
46      working conditions and bargain the impacts, if there are any.

**ARTICLE XIX**  
**NO STRIKE AGREEMENT**

**Section 19.1.**

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

**ARTICLE XX**  
**EVALUATIONS**

**Section 20.1.**

A new employee's immediate supervisor will meet with the employee within thirty (30) days of his/her hire date to review job responsibilities within the job description.

**Section 20.2.**

Employees within the bargaining unit may be evaluated at any time; however, they shall be formally evaluated at least once annually, no later than ten (10) days prior to the end of their work year.

**Section 20.3.**

If an employee's performance is judged to be unsatisfactory, 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 20.3.1.**

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

**Section 20.4.**

Employees judged unsatisfactory shall meet with the immediate supervisor regularly to review the employee's performance regarding identified deficiencies and the performance improvement program.

**Section 20.5.**

It is agreed between the Association and the District that an employee may be removed from the performance improvement program at any time performance deficiencies are corrected or that the employee may be terminated at any time during the performance improvement program for failure to correct performance deficiencies. There is no specific length of time associated with a performance improvement program.



**Section 20.6.**

Alleged violations of the evaluation procedures shall be subject to the provisions of the grievance procedure. The content of the evaluation is not subject to grievance.

**Section 20.7.**

In circumstances where factors in the workplace would interfere with an employee's ability to successfully complete the performance improvement program, the District may, at its option, transfer the employee to a similar position in a different workplace.

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

MONROE OP CHAPTER #1128

BY: Stefanie Preston  
Stefanie Preston, Chapter President

DATE: 8/23/2022

MONROE SCHOOL DISTRICT #103

BY: [Signature]

Printed Name: Don Johnston

DATE: 8/24/2022





## PSE-OP SCHEDULE A

August 1, 2022 - July 31, 2023

	1	2	3	4	10	15	20	25	30
Level A	\$ 26.33	\$ 27.13	\$ 27.88	\$ 28.66	\$ 28.97	\$ 29.47	\$ 30.16	\$ 31.04	\$ 32.10
Level B	\$ 27.34	\$ 27.78	\$ 28.91	\$ 29.71	\$ 30.02	\$ 30.52	\$ 31.21	\$ 32.09	\$ 33.15
Level C	\$ 29.44	\$ 30.34	\$ 31.16	\$ 32.07	\$ 32.38	\$ 32.88	\$ 33.57	\$ 34.45	\$ 35.51
Level D	\$ 30.99	\$ 31.92	\$ 32.73	\$ 33.63	\$ 33.94	\$ 34.44	\$ 35.13	\$ 36.01	\$ 37.07
Level E	\$ 32.92	\$ 33.89	\$ 34.92	\$ 35.84	\$ 36.15	\$ 36.65	\$ 37.34	\$ 38.22	\$ 39.28
Level F	\$ 35.62	\$ 36.62	\$ 37.73	\$ 38.70	\$ 39.01	\$ 39.51	\$ 40.20	\$ 41.08	\$ 42.14
Level G	\$ 39.74	\$ 40.82	\$ 41.97	\$ 43.05	\$ 43.36	\$ 43.86	\$ 44.55	\$ 45.43	\$ 46.49
Level H	\$ 41.75	\$ 42.94	\$ 44.23	\$ 45.39	\$ 45.70	\$ 46.20	\$ 46.89	\$ 47.77	\$ 48.83

PSE-OP Substitute Rate	
Substitute Rate for all positions	\$ 22.27

### Level A

Office Support  
Department Support

### Level B

MHS Registrar  
SVEC Registrar

### Level C

Office Manager  
Leaders in Learning Office Manager  
Department Manager  
Accounts Payable Specialist  
Payroll Specialist I  
Manager of Substitute Staff

### Level D

Comprehensive High School Office Manager  
SVEC Office Manager  
SVEC Compliance Manager

### Level E

Department Coordinator

### Level F

Payroll Specialist II  
Records Management

### Level G

Community Connections Coordinator

### Level H

Benefits and Payroll Coordinator  
Accounting Specialist

## POSITION REVIEW PROCESS

### **Review Committee:**

The Reclassification Committee shall be comprised of the following individuals:

- Human Resources administrator
- Two (2) District administrative appointees
- PSE President or designee
- Two (2) PSE appointees

### **Timeline and Request Packet Contents:**

All reclassification requests shall be submitted to the Human Resources office on the approved District forms, no earlier than November 1 and no later than January 15. No more than three (3) requests for review will be accepted in any given year. If more than three (3) requests are submitted, the first three (3) requests received in the Human Resources office will be accepted.

Request for a review of a position title containing multiple incumbents (e.g., Elementary Office Manager) will be treated as one (1) request. The Human Resources office will send the requests to the supervisors of the requesting employees for attestation as to the accuracy of the information submitted and for additional comment; supervisors shall return the forms to the Human Resources office, with signatures, no later than February 1.

Requests will include a statement(s) supporting the need for reclassification of the position(s). Requests shall also describe the duties of the position(s) and provide information as to how the knowledge, skills and abilities applicable to the position(s) have changed, including but not limited to:

- Knowledge and Technical Skills
  - Knowledge and technical skills applicable to the position
- Problem Solving
  - The combination of numerous variables in order to define viable solutions
  - Creativity in defining a course of action with varying amounts of supervision and assistance
- Complexity
  - The degree to which a position contains numerous tasks requiring time management skills and the ability to establish and balance priorities
  - The ability to draw upon a background of training and experience required for the position, in order to develop solutions to complex problems
  - The degree to which a position requires the direction of the work of others and corresponding responsibility for its accomplishment
- Decision-making
  - The degree to which independent judgements can be made without consulting a supervisor or administrator
  - The degree to the position is guided by specific procedures with limited discretion or more general guidelines applied to individual facts or circumstances
- Impact on the Organization
  - The degree of impact on the organization, students and/or employees of actions taken and not taken

- The degree of impact on the organization by public perceptions influenced by actions taken or not taken by the position
- The degree of risk to the organization for decisions taken or not taken by the position

The request should be no longer than ten (10) pages.

**Position Review and Reclassification Process:**

The Human Resources representative will convene one (1) or more meetings of the Position Review Committee between March 15 and April 15. The Committee will jointly:

- Review all pending requests;
- Review the job descriptions for positions under review;
- Compare the position duties/responsibilities to the criteria in the parties' job classification system;
- Consider the impact within the bargaining unit and compare each of the positions under review with other PSE Monroe OP positions; and
- Interview the requesting employee, or group of employees, as applicable, and the immediate supervisor or group of immediate supervisors, as applicable, provided the employee may decline to appear before the committee.

The Committee shall decide on each request by consensus of all the members. The decision of the Committee is final and not subject to the grievance procedure.

Human Resources will notify the requesting employee(s) of the Committee's decision no later than April 30.

Reclassifications that are agreed to and result in a higher level of compensation on Schedule A shall be reflected on the May 31 pay warrant and shall be retroactive to August 1 of the contract year that the application was received. Reclassifications granted will be paid at the employee's same experience step at the new salary level.

The District and the Association recognize that budget limitations may make it necessary to prioritize reclassifications. If an individual or group meets the reclassification guidelines but are denied a reclassification because of budget limitations, the individual or group is guaranteed a reclassification the following year without going through the review process again.

## 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 OFFICE PROFESSIONAL CHAPTER #1128 AND THE MONROE SCHOOL DISTRICT, #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

For the 2022-2023 contract year, the following provisions will remain in full force. This language will sunset on July 31, 2023, with the implementation of the new vacation schedule negotiated for the 2023-2024 contract year forward. If the November 2022 levy fails, this MOU may be reevaluated due to being subject to the reopening negotiations.

### Section 8.2. Vacations.

During the first through the fifth year of employment with the District, employees shall be granted ten (10) days paid vacation per year. All vacation shall be based on a full-time 2,080 F.T.E., with less than 2,080-hour employees receiving a prorated amount of paid vacation.

#### Section 8.2.1.

During the first year of employment, vacation shall be prorated. After the fifth year of employment, paid vacation shall be granted as follows:

<u>Years of Service</u>	<u>Days of Vacation</u>
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
20	25

#### Section 8.2.4.

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 work days by the factor shown below which corresponds to that employee's total years of service.

Years of Service	Full time # of days in a year	Holidays	Max Vacation	Actual Work Days	Factor
1 - 5	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	0.07860
14	260	13	19	228	0.08333
15 - 19	260	13	20	227	0.08811
20 and above	260	13	25	222	0.11261

This Memorandum of Understanding shall become effective upon signatures shall remain in effect until July 31, 2023; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

MONROE OP CHAPTER #1128

MONROE SCHOOL DISTRICT #103

BY: Stefanie Preston  
Stefanie Preston, Chapter President

BY: [Signature]

Print Name: Dan Johnston

DATE: 8/23/2022

DATE: 8/23/2022

## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OFFICE PERSONNEL OF MONROE, AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE 17 SALARIES AND EMPLOYEE COMPENSATION.

This agreement is made by the parties to clarify the salary schedule regarding the longevity pay and to ensure that it is applied as intended.



### PSE-OP SCHEDULE A August 1, 2022 - July 31, 2023

Longevity Steps									
	1	2	3	4	+0.31	+0.81	+1.5	+2.38	+3.44
	10	15	20	25	30				
Level A	\$ 26.33	\$ 27.13	\$ 27.88	\$ 28.66	\$ 28.97	\$ 29.47	\$ 30.16	\$ 31.04	\$ 32.10
Level B	\$ 27.34	\$ 27.78	\$ 28.91	\$ 29.71	\$ 30.02	\$ 30.52	\$ 31.21	\$ 32.09	\$ 33.15
Level C	\$ 29.44	\$ 30.34	\$ 31.16	\$ 32.07	\$ 32.38	\$ 32.88	\$ 33.57	\$ 34.45	\$ 35.51
Level D	\$ 30.99	\$ 31.92	\$ 32.73	\$ 33.63	\$ 33.94	\$ 34.44	\$ 35.13	\$ 36.01	\$ 37.07
Level E	\$ 32.92	\$ 33.89	\$ 34.92	\$ 35.84	\$ 36.15	\$ 36.65	\$ 37.34	\$ 38.22	\$ 39.28
Level F	\$ 35.62	\$ 36.62	\$ 37.73	\$ 38.70	\$ 39.01	\$ 39.51	\$ 40.20	\$ 41.08	\$ 42.14
Level G	\$ 39.74	\$ 40.82	\$ 41.97	\$ 43.05	\$ 43.36	\$ 43.86	\$ 44.55	\$ 45.43	\$ 46.49
Level H	\$ 41.75	\$ 42.94	\$ 44.23	\$ 45.39	\$ 45.70	\$ 46.20	\$ 46.89	\$ 47.77	\$ 48.83

PSE-OP Substitute Rate	
Substitute Rate for all positions	\$ 22.27

Longevity is recognized as the time the employee has been with the district and not in their current position. When any employee changes job positions within the bargaining unit to a higher paid position, they shall be placed at the first step that is at least fifty cents (\$0.50) above their current hourly salary after removing the longevity amount. Then the longevity amount is added back to the hourly rate.

*Example:* Employee currently on Level A with 20 years of longevity is promoted to Level C. Their hourly rate, minus the longevity amount is \$28.66. They would move to \$29.44 (step 1) of Level C and the 20 years of longevity would be added back to the hourly rate, making their new hourly rate \$30.94 (\$29.44 + \$1.50).

1 A current Monroe School District employee that is not currently within the bargaining agreement, would  
2 be placed on the salary schedule as appropriate and recognized for their longevity with the District by  
3 adding the hourly longevity amount to their hourly rate.

4  
5 *Example:* Para Educator is hired in a Level B position and has been with the District for 16 years. They  
6 are placed on Step 1 at \$27.34 plus \$0.81 making their hourly rate \$28.15.  
7  
8  
9

10 PUBLIC SCHOOL EMPLOYEES OF  
11 WASHINGTON/SEIU LOCAL 1948

12  
13 MONROE OP CHAPTER #1128

MONROE SCHOOL DISTRICT #103

14  
15  
16 BY: Stefanie Preston  
17 Stefanie Preston, Chapter President

18  
19 BY: Dan Johnston

20 Print Name: Dan Johnston

21  
22 DATE: 8/23/2022

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
DATE: 8/23/2022



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 MONROE OFFICE  
5 PERSONNEL, #1128 AND THE MONORE SCHOOL DISTRICT #103. THIS AGREEMENT IS  
6 ENTERED INTO PURSUANT THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
7

8  
9 The parties agree to add the following to Section 17.2.4 of the current CBA:

10  
11 **Section 17.2.4. Job Changes.**

12 Any employee who changes job positions within the bargaining unit to a higher paid position shall be placed  
13 at the first step that is at least fifty cents (\$0.50) above their current hourly salary.  
14

15 **Section 17.2.4.1. Job Changes with Additional Experience.**

16 When an employee who is promoted to a job position where Step 1 is more than fifty cents (\$0.50) above  
17 their current position within the bargaining unit and has acquired or currently hold outside experience in  
18 essential functions of the position, the District and the Union will consult to determine Step placement up to  
19 Level 2 to honor the higher level of skills.  
20

21 This Letter of Agreement shall become effective upon the signatures of all parties; shall remain in effect  
22 until July 31, 2025 and shall be attached to the Collective Bargaining Agreement.  
23  
24  
25  
26

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

30 MONROE OP CHAPTER, #1128

MONROE SCHOOL DISTRICT #103

31  
32  
33  
34 BY: Stefanie Preston  
35 Stefanie Preston, Chapter President  
36

BY: [Signature]  
Dan Johnston, Executive Director of HR

37  
38 DATE: 12/16/2022  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

DATE: 12/16/22

## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL, #1128 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to implement the following vacation chart Section 8.2.4 which was inadvertently not updated in the printed agreement for the 2022-25 Collective bargaining Agreement:

### Section 8.2.4.

All paid vacation less than 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 Workdays	Factor
1 to 3 years	260	13	12	235	0.051064
4 to 7 years	260	13	17	230	0.073913
8 to 12 years	260	13	23	224	0.102679
13 to 14 years	260	13	24	223	0.107623
15 + years	260	13	27	220	0.122727

This Letter of Agreement shall become effective upon the signatures of all parties; shall remain in effect until July 31, 2025 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

MONROE OP CHAPTER, #1128

MONROE SCHOOL DISTRICT #103

BY: Stefanie Preston  
Stefanie Preston, Chapter President

BY: Dan Johnston  
Dan Johnston, Executive Director of HR

DATE: 2/14/2023

DATE: 2/14/23



## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL, #1128 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

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 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 Monroe OP #1128 employees ("Group") defined as eligible to participate in the Plans. The Plan must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

The following selected contribution options shall be available during the term of this policy:

☒ **Sick Leave Contributions - Retirement or separation from service<sup>1</sup>:** 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.

☒ **Sick Leave Contributions - Annual:** Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible<sup>2</sup>) of unused sick leave. To be eligible during the term of this agreement an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front-loaded days.

☐ **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 from service and become eligible to receive a leave cash-out rights during the terms of this agreement. Employer contributions shall include the cash-out value<sup>3</sup> of the unused leave days (vacation) accrued and available for cash-out upon retirement or separation from service per Employer policy.

☒ **Personal Leave Contributions- Retirement:** Eligibility for contributions at retirement is limited to employees who retire and become eligible to receive a leave cash-out during the term of this Agreement. Employer contributions shall include the cash-out value<sup>4</sup> of unused leave days (personal) accrued and available for cash-out upon retirement per Employer policy.

<sup>1</sup> School Districts may offer a sick leave cash out upon separation from service or retirement in accordance with RCW 28A.400.210. Educational Service Districts (ESD's) may only offer sick leave cash-outs upon retirement in accordance with RCW 28A.310.490 and Employer policy or procedure.

<sup>2</sup> Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions into the VEBA Plan.

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

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



**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.

This Memorandum of Understanding shall be effective from August 1, 2023 to July 31, 2024 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

MONROE OP CHAPTER #1128

MONROE SCHOOL DISTRICT #103

BY: Stefanie Preston  
Stefanie Preston, Chapter President

BY: Daniel Johnston  
Daniel Johnston, Executive Director of HR

DATE: 6/13/2023

DATE: 6/14/23

**SCHEDULE A**  
**MONROE OFFICE PROFESSIONALS**  
**AUGUST 1, 2023 thru JULY 31, 2024**

	<b>Longevity Steps (10-30+ Completed Years)</b>								
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>30</b>
<b>Level A</b>	\$27.91	\$ 28.76	\$ 29.55	\$ 30.38	\$ 30.71	\$ 31.24	\$ 31.97	\$ 32.90	\$34.03
<b>Level B</b>	\$28.98	\$ 29.45	\$ 30.64	\$ 31.49	\$ 31.82	\$ 32.35	\$ 33.08	\$ 34.02	\$35.14
<b>Level C</b>	\$31.21	\$ 32.16	\$ 33.03	\$ 33.99	\$ 34.32	\$ 34.85	\$ 35.58	\$ 36.52	\$37.64
<b>Level D</b>	\$32.85	\$ 33.84	\$ 34.69	\$ 35.65	\$ 35.98	\$ 36.51	\$ 37.24	\$ 38.17	\$39.29
<b>Level E</b>	\$34.90	\$ 35.92	\$ 37.02	\$ 37.99	\$ 38.32	\$ 38.85	\$ 39.58	\$ 40.51	\$41.64
<b>Level F</b>	\$37.76	\$ 38.82	\$ 39.99	\$ 41.02	\$ 41.35	\$ 41.88	\$ 42.61	\$ 43.54	\$44.67
<b>Level G</b>	\$42.12	\$ 43.27	\$ 44.49	\$ 45.63	\$ 45.96	\$ 46.49	\$ 47.22	\$ 48.16	\$49.28
<b>Level H</b>	\$44.26	\$ 45.52	\$ 46.88	\$ 48.11	\$ 48.44	\$ 48.97	\$ 49.70	\$ 50.64	\$51.76

PSE-OP Substitute Rate	
Substitute Rate for all positions	\$ 23.61

**Level A**

Office Support  
Department Support

**Level G**

Community Connections Coordinator

**Level B**

MHS Registrar  
SVEC Registrar

**Level H**

Benefits and Payroll Coordinator  
Accounting Specialist

**Level C**

Office Manager  
Leaders in Learning Office Manager  
Department Manager  
Accounts Payable Specialist  
Payroll Specialist I  
Manager of Substitute Staff

**Level D**

Comprehensive High School Office Manager  
SVEC Office Manager  
SVEC Compliance Manager

**Level E**

Department Coordinator

**Level F**

Payroll Specialist II  
Records Management  
Learning & Teaching Coordinator  
District Operations Specialist



**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL, #1128 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree:

Schedule A shall be amended to reflect the enhancement of 6% which is inclusive of the State inflationary rate or Inflationary Price Index (IPD) to be in effect August 1, 2023, as stated in Section 17.7 of the Collective Bargaining Agreement.

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

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

MONROE OP CHAPTER, #1128

MONROE SCHOOL DISTRICT #103

BY: Stefanie Preston  
Stefanie Preston, Chapter President

BY: Dan Johnston  
Dan Johnston, Executive Director of HR

DATE: 6/27/2023

DATE: 6/28/23

**SCHEDULE A**  
**MONROE OFFICE PROFESSIONALS**  
**AUGUST 1, 2023 thru JULY 31, 2024**

	<b>Longevity Steps (10-30+ Completed Years)</b>								
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>30</b>
<b>Level A</b>	\$27.91	\$ 28.76	\$ 29.55	\$ 30.38	\$ 30.71	\$ 31.24	\$ 31.97	\$ 32.90	\$34.03
<b>Level B</b>	\$28.98	\$ 29.45	\$ 30.64	\$ 31.49	\$ 31.82	\$ 32.35	\$ 33.08	\$ 34.02	\$35.14
<b>Level C</b>	\$31.21	\$ 32.16	\$ 33.03	\$ 33.99	\$ 34.32	\$ 34.85	\$ 35.58	\$ 36.52	\$37.64
<b>Level D</b>	\$32.85	\$ 33.84	\$ 34.69	\$ 35.65	\$ 35.98	\$ 36.51	\$ 37.24	\$ 38.17	\$39.29
<b>Level E</b>	\$34.90	\$ 35.92	\$ 37.02	\$ 37.99	\$ 38.32	\$ 38.85	\$ 39.58	\$ 40.51	\$41.64
<b>Level F</b>	\$37.76	\$ 38.82	\$ 39.99	\$ 41.02	\$ 41.35	\$ 41.88	\$ 42.61	\$ 43.54	\$44.67
<b>Level G</b>	\$42.12	\$ 43.27	\$ 44.49	\$ 45.63	\$ 45.96	\$ 46.49	\$ 47.22	\$ 48.16	\$49.28
<b>Level H</b>	\$44.26	\$ 45.52	\$ 46.88	\$ 48.11	\$ 48.44	\$ 48.97	\$ 49.70	\$ 50.64	\$51.76

PSE-OP Substitute Rate	
Substitute Rate for all positions	\$ 23.61

**Level A**

Office Support  
Department Support

**Level G**

Community Connections Coordinator

**Level B**

MHS Registrar  
SVEC Registrar

**Level H**

Benefits and Payroll Coordinator  
Accounting Specialist

**Level C**

Office Manager  
Leaders in Learning Office Manager  
Department Manager  
Accounts Payable Specialist  
Payroll Specialist I  
Manager of Substitute Staff

**Level D**

Comprehensive High School Office Manager  
SVEC Office Manager  
SVEC Compliance Manager

**Level E**

Department Coordinator

**Level F**

Payroll Specialist II  
Records Management  
Learning & Teaching Coordinator  
District Operations Specialist





**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL, #1128 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree:

Schedule A shall be amended to reflect the enhancement of 6% which is inclusive of the State inflationary rate or Inflationary Price Index (IPD) to be in effect August 1, 2023, as stated in Section 17.7 of the Collective Bargaining Agreement.

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

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

MONROE OP CHAPTER, #1128

MONROE SCHOOL DISTRICT #103

BY: Stefanie Preston  
Stefanie Preston, Chapter President

BY: Dan Johnston  
Dan Johnston, Executive Director of HR

DATE: 6/27/2023

DATE: 6/28/23

**MEMORANDUM OF UNDERSTANDING**

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL, #1128 AND THE MONORE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following regarding Kayla Luke's position:

It is agreed that Kayla Luke will remain in her current job description of Department Support, Learning and Teaching for a portion of her job. In addition, she will be on the Student Services Department Support Job Description.

PSE OP and Human Resources will meet in October of 2024 to review and revise the Department Support, Learning and Teaching portion of her job description.

It is also agreed that Kayla will be placed on the level C of the wage schedule for office professionals. Her placement on level C will be retroactive to February 20, 2024.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

MONROE OP CHAPTER, #1128

MONROE SCHOOL DISTRICT #103

BY: Stefanie Preston  
Stefanie Preston, Chapter President

BY: Dan Johnston  
Dan Johnston, Executive Director of HR

DATE: 4/3/2024

DATE: 4/3/24

## 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 OP CHAPTER #1128 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and Monroe OP agree to the following:


- WHEREAS the parties have reviewed the revised job description for the OP position of Community Connections Coordinator. It has been determined by the parties there have been significant changes in the essential duties and responsibilities of the Community Connections Coordinator position.
- THEREFORE, the parties have agreed the community of interest for this position is more appropriate aligned with positions in the Monroe PSE #1117 bargaining unit Classification of Specialized Support.  
The position shall be removed from the Monroe OP#1128 bargaining unit.

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 OP CHAPTER #1128

MONROE SCHOOL DISTRICT #103

BY: Stefanie Preston  
Stefanie Preston, Chapter President

BY:   
~~Shawn Woodward, Superintendent~~  
Dan Johnston, Executive Director  
of Human Resources

DATE: 6/6/2024

DATE: 6/5/24

**SCHEDULE A**  
**MONROE OFFICE PROFESSIONALS**  
**August 1, 2024 - July 31, 2025**

					Longevity Steps (10-30+ Completed Years)				
Level	1	2	3	4	10	15	20	25	30+
Level A	\$ 29.58	\$ 30.49	\$ 31.32	\$ 32.20	\$ 32.55	\$ 33.11	\$ 33.89	\$ 34.87	\$ 36.07
Level B	\$ 30.72	\$ 31.22	\$ 32.48	\$ 33.38	\$ 33.73	\$ 34.29	\$ 35.06	\$ 36.06	\$ 37.25
Level C	\$ 33.08	\$ 34.09	\$ 35.01	\$ 36.03	\$ 36.38	\$ 36.94	\$ 37.71	\$ 38.71	\$ 39.90
Level D	\$ 34.82	\$ 35.87	\$ 36.77	\$ 37.79	\$ 38.14	\$ 38.70	\$ 39.47	\$ 40.46	\$ 41.65
Level E	\$ 36.99	\$ 38.08	\$ 39.24	\$ 40.27	\$ 40.62	\$ 41.18	\$ 41.95	\$ 42.94	\$ 44.14
Level F	\$ 40.03	\$ 41.15	\$ 42.39	\$ 43.48	\$ 43.83	\$ 44.39	\$ 45.17	\$ 46.15	\$ 47.35
Level F.5	\$ 42.34	\$ 43.51	\$ 44.78	\$ 45.93	\$ 46.28	\$ 46.84	\$ 47.61	\$ 48.60	\$ 49.80
Level G	\$ 44.65	\$ 45.87	\$ 47.16	\$ 48.37	\$ 48.72	\$ 49.28	\$ 50.05	\$ 51.05	\$ 52.24
Level H	\$ 46.92	\$ 48.25	\$ 49.69	\$ 51.00	\$ 51.35	\$ 51.91	\$ 52.68	\$ 53.68	\$ 54.87

PSE-OP Substitute Rate	\$ 25.03
------------------------	----------

<b>Level A</b> Office Support Department Support	<b>Level F</b> Records Management District Operations Specialist Department Coordinator-Learning & Teaching
<b>Level B</b> MHS and SVEC Registrar	<b>Level F</b> Payroll Specialist II
<b>Level C</b> Office Manager Leaders in Learning Office Manager Department Manager Accounts Payable Specialist Payroll Specialist I Manager of Substitute Staff	<b>Level G</b> Community Connections Coordinator
<b>Level D</b> MHS and SVEC Office Manager SVEC Compliance Manager	<b>Level H</b> Benefits and Payroll Coordinator      Accounting Specialist
<b>Level E</b> Department Coordinator-Student Services	

**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL #1128 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

It is agreed between Monroe School District and PSE of Monroe OP #1128 that Section 7.4 of the CBA will be amended to state the following:


**Section 7.4.**

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

This Letter of Agreement shall become effective upon signatures for all hours worked on or after May 1, 2025 and shall remain in effect on the current Collective Bargaining Agreement, which is in place through August 31, 2025.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948  
MONROE OP CHAPTER #1128

MONROE SCHOOL DISTRICT #103

BY:   
Rhoda Lochmann (Jun 13, 2025 14:14 PDT)  
Rhoda Lochmann, Chapter President

BY: Dan Johnston  
Dan Johnston (Jun 13, 2025 13:55 PDT)  
Dan Johnston, Executive Director of HR

DATE: 06/13/2025

DATE: 06/13/2025