

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**MONTESANO SCHOOL DISTRICT # 66**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF MONTESANO**  
**SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2028**



**Public School Employees of Washington/SEIU Local 1948**  
PO Box 798  
Auburn, WA 98071-0798  
1.866.820.5652  
[www.pseclassified.org](http://www.pseclassified.org)

## **TABLE OF CONTENTS**

	<b><u>Page</u></b>
PREAMBLE	1
ARTICLE I RECOGNITION	1
ARTICLE II MANAGEMENT RIGHTS	2
ARTICLE III EMPLOYEE RIGHTS	2
ARTICLE IV ASSOCIATION PRIVILEGES	4
ARTICLE V CONSULTATION	5
ARTICLE VI HOURS OF WORK	6
ARTICLE VII HOLIDAYS AND VACATIONS	12
ARTICLE VIII LEAVES	13
ARTICLE IX SENIORITY	17
ARTICLE X DISCIPLINE AND DISCHARGE	19
ARTICLE XI INSURANCE	19
ARTICLE XII ASSOCIATION MEMBERSHIP AND CHECKOFF	20
ARTICLE XIII GRIEVANCE PROCEDURE	22
ARTICLE XIV WAGES	23
ARTICLE XV TERM OF AGREEMENT	24
ARTICLE XVI APPRENTICESHIP	25
ARTICLE XVII SAFETY	25
SIGNATURE PAGE	26
SCHEDULE A (2025 2026)	27

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
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

## P R E A M B L E

This Agreement is between the Montesano School District No. 66 (the District) and the Public School Employees of Montesano (the Association), an affiliate of Public School Employees of Washington/SEIU Local 1948.

## A R T I C L E I

### R E C O G N I T I O N

#### **Section 1.1.**

The District recognizes the Association as the exclusive representative for all classified employees in the general job classification of transportation (includes driver, driver trainer, and mechanic), custodian, para-educators (includes technician I Library and/or Computer Lab, and technician II Brailist), food service, and maintenance/grounds.

#### **Section 1.2.**

Classified substitutes who work less than 30 days during any school year will not be included in the bargaining unit.

Classified substitutes who have been employed thirty (30) days or more during any school year and continue to be available for work shall be included in the bargaining unit but subject to Schedule A, Wages, only, for all District-assigned time. Beginning the 31<sup>st</sup> day of substitute employment, the substitute employee will receive the “Union Substitute” rate of pay. If the substitute returns to work the subsequent school year as a substitute, they will remain at the “Union Substitute” rate of pay.

#### **Section 1.3.**

Specifically excluded from the bargaining unit are the positions of maintenance supervisor, transportation supervisor, all confidential and supervisory employees, all other employees of the District, and non-bargaining unit substitutes.

#### **Section 1.4.**

If a regular employee chooses to substitute in a different classification, he/she will be paid the rate of pay according to the classification of the job/work performed. An employee substituting will be paid the “30-day Union Substitute” rate.

If a regular employee is assigned/required to fill a different position in a different classification, he/she will be paid their current regular wage or if the position pays a higher rate of pay, they will receive the higher position’s regular rate of pay.

#### **Section 1.5.**

A temporary employee is defined as an employee who may work for the District up to sixty (60) workdays or less in the same special project assignment and who is not receiving District-paid benefits. If the end date for the temporary assignment falls within the last three (3) weeks of the school year, the above sixty (60) day provisions will not apply. Schedule A, new hire probation

1 rate, is the sole provision of this Agreement applicable to temporary employees defined in this  
2 section. Temporary employees hired to fill a temporary position will be laid off, and not subject to  
3 recall.

4  
5 A temporary assignment that exceeds sixty (60) workdays will be posted and bid as a regular  
6 position and will be discussed at the next labor/management meeting.

7  
8 **Section 1.6.**

9 Upon written request, the District shall provide current and revised job descriptions to the  
10 Association president(s).

11  
12  
13  
14 **ARTICLE II**

15  
16 **MANAGEMENT RIGHTS**

17  
18 **Section 2.1.**

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

27  
28 In making rules and regulations relating to personnel policies, procedures and practices, and  
29 matters of working considerations, the District shall give consideration to the rights of the  
30 Association and the employees and to the obligations imposed by this Agreement.

31  
32 **Section 2.2.**

33 The District agrees to not subcontract work currently performed by members of the bargaining unit  
34 pursuant to Article I of the Agreement. The immediately preceding sentence does not limit the  
35 District from subcontracting work associated with activities not customarily performed by the  
36 bargaining unit such as but not limited to construction of a new school building or other  
37 capital/facility improvement projects or contracted services which do not result in a reduction in  
38 hours of employment for members of the bargaining unit.

39  
40  
41  
42 **ARTICLE III**

43  
44 **EMPLOYEE RIGHTS**

45  
46 **Section 3.1.**

47 Employees have the right to meet and consult with the District administration on matters of personal  
48 concern.

1 **Section 3.2.**

2 The Association shall provide and the District shall make available copies of insurance information  
3 and copies of this Agreement for newly hired members of the bargaining unit.  
4

5 **Section 3.3.**

6 Employee evaluations shall be completed by the employee's immediate supervisor on or before  
7 June 1 of each school year. Management, upon completion of the evaluation, shall interview and  
8 counsel the employee and present the evaluation for review, comment and joint signature.  
9 Signature shall signify only receipt of the evaluation. The evaluated employee shall be given a  
10 copy of the signed evaluation at the conclusion of the interview. The evaluated employee shall  
11 have the right to attach his/her comments to the evaluation. Evaluation procedure only is subject  
12 to the grievance procedure.  
13

14 **Section 3.3.1.**

15 Bargaining unit employees will not administer evaluations, with the exception of driver-  
16 trainers, who may evaluate driving skills only.  
17

18 **Section 3.3.2.**

19 Performance evaluations shall fairly and accurately reflect each employee's actual duty  
20 performance.  
21

22 **Section 3.4.**

23 Each employee will follow building rules and regulations on student discipline procedures. Each  
24 employee will be given a copy of the student handbook and updates as changes occur.  
25

26 **Section 3.5.**

27 Employees subject to this Agreement have the right to have Association representatives or other  
28 persons present at discussions between themselves and supervisors or other representatives of the  
29 District as provided in Article XIII, Grievance Procedure. Employees have the right to Association  
30 representation at investigatory interviews conducted by the District provided that it is the Association's  
31 intent that a request for Association representation will not unreasonably delay investigatory  
32 interviews. Furthermore, the District will advise the employee if discipline or discharge could be a  
33 result of such investigatory interviews. Employees must request representation for such rights to be  
34 effective.  
35

36 **Section 3.6.**

37 Neither the District nor the Association shall unlawfully discriminate against any employee subject  
38 to this Agreement on the basis of age, race, color, creed, religion, national origin, gender, sex,  
39 sexual orientation including gender identity, marital status, presence of any sensory, mental or  
40 physical disability, or the use of a trained dog guide or service animal by a person with a disability  
41 with respect to a position, the duties of which may be performed efficiently by an individual  
42 without danger to the health or safety of the physically handicapped person or others.  
43

44 **Section 3.7.**

45 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the  
46 District administration office. In addition to the one (1) official file for each employee, there shall  
47 be a file maintained separately to include medical records, fingerprint background results, and  
48 mandatory drug/alcohol screening information as required by state law. Each employee shall have

1 the right upon request, and after making an appointment for that purpose, to review the contents of  
2 their District personnel file maintained at the District office. During the review, employees shall  
3 be allowed to copy any material therein and shall be permitted to have a written inventory of  
4 material there, and, on request, have such inventory signed and dated by a representative of the  
5 District office.

6  
7 An employee may attach comments to any material that is a part of the personnel file provided  
8 such written comments are signed and dated by the employee.

9  
10 A supervisor may maintain a working file. Such file shall only contain information which has  
11 occurred during the current school year.

### 12 13 **Section 3.8.**

14 Grievances shall be maintained in a separate non-personnel file in the District office.

### 15 16 **Section 3.9.**

17 Tool replacement, for lost or stolen tools owned by the mechanic, will be replaced by the district  
18 provided these are normal tools of the trade and have been registered with the supervisor and with  
19 prior approval by the supervisor.

### 20 21 **Section 3.10.**

22 The District will continue to purchase protective gear for all employees. Staff will wear protective gear  
23 when reasonably requested by their supervisor.

## 24 25 26 27 **ARTICLE IV**

### 28 29 **ASSOCIATION PRIVILEGES**

#### 30 31 **Section 4.1.**

32 The Association has the right and responsibility to represent the interests of all employees in the  
33 bargaining unit.

#### 34 35 **Section 4.2.**

36 The Association and the District will bargain in good faith.

#### 37 38 **Section 4.3.**

39 The Association has the right to a reasonable opportunity to be present at any meeting called by  
40 the District for the resolution of an employee's grievance.

#### 41 42 **Section 4.4.**

43 Upon request, the District will give the Association the District's current S-275.

1 **Section 4.5. Bulletin Board.**

2  
3 **Section 4.5.1.**

4 The Association has the right to place a bulletin board in each work area. The size and  
5 placement of each bulletin board will require authorization by the superintendent.

6  
7 **Section 4.5.2.**

8 The Association information, bulletins, etc., posted by the Association are the responsibility  
9 of the officials of the Association. Each bulletin shall be signed by the Association official  
10 responsible for this posting. Unsigned notices or bulletins may not be posted. No materials  
11 posted will violate the Public Disclosure Commission (PDC) rules and regulations.

12  
13 **Section 4.5.3.**

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

16  
17 **Section 4.6.**

18 Visitation rights shall be granted to the designated representative of Public School Employees of  
19 Washington/SEIU Local 1948 to visit with employees in the bargaining unit for the purpose of  
20 representation grievance procedures and/or general information. The visiting delegate shall notify  
21 the school district of his/her arrival. Visits described above shall not interfere with the normal  
22 operation of the school district.

23  
24 **Section 4.7.**

25 The Association shall have the right to use school facilities for meetings and school equipment, including  
26 computers, duplicating equipment, and all types of audio-visual equipment when such equipment is not  
27 otherwise in use. The Association shall have the right to use District mail service, including email and  
28 staff mailboxes, for communication. The Association shall pay for the cost of all materials and supplies  
29 incident to such use and shall be responsible for proper operation and maintenance of all such equipment.

30  
31  
32  
33 **ARTICLE V**

34  
35 **CONSULTATION**

36  
37 **Section 5.1.**

38 It is agreed and understood that matters appropriate for negotiations between the District and the  
39 Association are hours, wages, grievance procedures and general working conditions in the bargaining  
40 unit subject to this Association.

41  
42 **Section 5.2.**

43 The superintendent and/or designee(s) and Association president and/or designee(s), and the PSE/SEIU  
44 Local 1948 Representative will meet at the request of either party to discuss appropriate matters of  
45 mutual concern which are not matters of negotiations. The party calling the meeting shall state the  
46 nature of such meeting and the subject(s) to be discussed at such meeting, prior to the meeting.

**Section 5.3.**

Labor/Management Committee: The District and the Association (PSE/SEIU Local 1948 Field Representative), local chapter labor/management committee members shall mutually conduct labor/management meetings.

**ARTICLE VI**

**HOURS OF WORK**

**Section 6.1.**

Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week.

Employees called by supervisory personnel for special service shall receive not less than two (2) hours per call at the appropriate rate of pay. Employees called in to work on Sunday shall receive two times (2x) their rate of pay.

On Saturday trips, bus drivers will be paid time and one-half (1 ½) for all hours worked in excess of eight (8) hours and will be paid time and one-half (1 ½) for all trip hours worked on Sunday. The workweek shall begin on Monday 12:00 am and end on Sunday 11:59 pm. The workweek schedule shall not be altered to avoid paying overtime.

**Section 6.1.1. Summer Work:**

All less than twelve (12)-month regular District employees shall receive their full contractual rights including, but not limited to, their regular hourly wage, sick leave, etc. when performing summer work by classification.

**Section 6.1.1.1. Summer Workweek:**

All employees, including, but not limited to twelve (12) month employees, may work a four (4) day, ten (10) hour schedule during the summer with the approval of their department/school supervisor. Any holiday which occurs during the 4 x 10 schedule shall be paid as if the regular 8-hour schedule were in effect and overtime shall be based on a 10-hour rather than an 8-hour day.

**Section 6.2.**

The workweek shall normally consist of five (5) consecutive days followed by two (2) consecutive days of rest. Each employee shall be assigned to a definite and regular shift, when feasible.

**Section 6.3.**

All employees are entitled to a paid 15 minute break for each 4 hours worked. An unpaid thirty (30) minute uninterrupted lunch period will be taken during each shift, approximately halfway through the shift. In the event the employee is required to forego his/her lunch period, and the employee works his/her entire shift, including the lunch period, he/she shall be compensated for the foregone lunch period.



1 **Section 6.4. Transportation.**

2  
3 **Section 6.4.1.**

4 Drivers will be paid an additional fifteen (15) minutes for each time the bus leaves the bus  
5 garage to transport students and/or patrons to perform inspection duties as outlined in the  
6 transportation handbook.

7  
8 **Section 6.4.2.**

9 Upon approval of the supervisor, drivers shall be paid their regular hourly wage to wash  
10 bus/vehicles.

11  
12 **Section 6.4.3. Definitions.**

13  
14 **Regular Route:** The transportation of students to and from school (AM/PM route).

15  
16 **Midday Route:** The transportation of students to and from school between an AM/PM  
17 route.

18  
19 **Extra Work:** This work includes, but is not limited to, transporting busses for  
20 maintenance work (if the mechanic is unavailable or requires assistance); or other work not  
21 requiring the transportation of students.

22  
23 **Extra Trips:** The transportation of students to and from curricular (field trips) and  
24 extracurricular events.

25  
26 **Seniority Rotation Boards:** A listing of bus drivers in rank order from the most senior to  
27 the least senior. There will be four (4) rotation boards:

- 28  
29 1) Cancellation Board: A listing of bus drivers whose scheduled trip has been cancelled.  
30 2) In-District Board: Extra trips wholly within the district.  
31 3) Out of District Board: Extra trips wholly outside the district; and  
32 4) Extra Work Rotation Board: Any work not involving transportation of students.  
33

34 **Section 6.4.4.**

35 The District shall schedule a mandatory meeting (which may coincide with an in-service,  
36 CPR, or First Aid training), for all bus drivers for the purpose of picking routes. Such  
37 meeting shall take place after posting, but before the beginning of the school year. Regular  
38 routes shall be filled by regular bus drivers on a seniority basis.  
39

40 Eight (8) workdays prior to the beginning of the school year, the District shall post, and  
41 communicate with the drivers, all regular routes, and indicate the route time. Drivers will  
42 be responsible for keeping their contact information (address, phone and email) current  
43 with the District.  
44

45 After the initial route pick, any route roster that changes time by plus or minus thirty (30)  
46 minutes, for twenty (20) consecutive workdays, shall be considered open, and will be  
47 posted and bid by drivers on a seniority basis.  
48

1 **Section 6.4.5. Posting/Picking Trips.**

2 Monthly trip picking will take place the last week of the month for the following month's  
3 trips. All trips scheduled will be picked by drivers, in seniority, on continuing rotation  
4 rosters called "Seniority Rotation Boards". The day and time of this monthly trip pick will  
5 be by mutual agreement of the drivers and the supervisor.

6  
7 Drivers not able to attend the trip pick meeting may have an alternate driver pick for them.  
8 This must be pre-approved by the supervisor prior to the meeting.

9  
10 On the Thursday preceding the monthly trip picking day, the following month's trips shall  
11 be printed and posted on the office bulletin board in the transportation department by 1:00  
12 p.m. If an email address is provided by the driver, the following month's calendar will also  
13 be sent to each bus/substitute driver via internet by 1:00 p.m.

14  
15 At the start of the trip picking meeting, a current calendar for the following month's trips  
16 and the trip slips will be presented to the drivers. All trips received by the transportation  
17 office, prior to the start of the trip picking meeting, shall be included.

18  
19 Picking trips will be done using a board rotation process. The first board used shall be the  
20 "Cancellation Board". Trips that have been cancelled from the previous month are listed on  
21 the board. The driver who possessed the trip, at the time of cancellation, documents the trip  
22 information on this board. Drivers on the "Cancellation Board" choose trips first at the  
23 monthly trip picking meeting, starting at the top of the list and working down until all  
24 cancelled drivers have had a chance to choose a new trip. If all the new trips are chosen  
25 before the "Cancellation Board" has been exhausted, the "Cancellation Board" will  
26 continue to the following month's trip picking meeting. If all cancelled drivers have had an  
27 opportunity to choose a new trip, and there are trips remaining, the process continues with  
28 the remaining rotation boards.

29  
30 **NOTE:** The "Cancellation Board" ceases after the June trip picking meeting and a new,  
31 clear "Cancellation Board" begins when the new contract year starts. The In-District, Out-  
32 of-District and Extra Work Seniority Rotation Boards cease at the end of the contract year  
33 and begin again, with the most senior driver, at the start of the new contract year.

34  
35 All extra trips sent to the transportation office after the monthly trip pick meeting date will  
36 be posted no later than 1:00 pm each day and will be bid by seniority on the appropriate  
37 rotation board. The driver up for the trip will have until the following day, prior to the PM  
38 run, to pick or pass the trip, but will have a choice of any trip posted at the time of this PM  
39 run. If the driver is not scheduled to work or is on approved leave at the time of the  
40 posting, the Transportation Supervisor/Designee will contact the driver for his/her decision.

41  
42 Drivers who throw back a trip will not be allowed to bid a trip off the late postings or  
43 emergency board during the same day as the thrown back trip.

44  
45 **Section 6.4.5.1.**

46 Should a driver turn down an extra trip/extra work, that driver will then be placed  
47 back in rotation and the next driver on the list will have the choice of the trip.

**Section 6.4.5.2.**

If a driver turns down an extra trip/extra work and all remaining drivers pass, the District may assign trip/work to a qualified sub. If no sub is available, the District will contract with First Student or another district. If a driver is still needed, the district may assign the trip to a regular driver by reverse seniority (beginning with most recently hired driver).

**Section 6.4.5.3.**

All drivers, including regular probationary drivers, (excluding all substitutes), will be placed on the extra trip rotation list when the Transportation Supervisor determines that such driver is qualified.

**Section 6.4.5.4.**

Extra trips to activities in McCleary, Elma, Aberdeen, Hoquiam, Cosmopolis, and Wishkah shall be subject to the following:

- A. Such trips may be divided into outbound and inbound portions, as defined by the trip slip.
- B. Compensation for each portion shall be a minimum of three (3) hours at the regular hourly rate for driving and student responsibility, or actual hours, whichever is greater. If the actual work time falls below the three (3) hour minimum the driver will have the option to take the remaining time off and be paid for actual hours worked; or be provided work to perform for the un-worked time. Duties assigned will be those customarily performed by driver personnel.
- C. The period between the portions shall not be compensated, except as provided in A above.
- D. In the event the bus is returned to the bus garage at the conclusion of the outbound portion, the driver shall report to the site at a prearranged time as directed by the Transportation Supervisor.
- E. Unless otherwise directed by the Transportation Supervisor, Superintendent, or his/her designee, busses will remain at the designated school location.

**Section 6.4.5.5.**

If a District bus(es) is used for an extra trip, the driver will be compensated for actual driving time and time required by the District.

On overnight trips, drivers shall be compensated at their regular hourly rate for drive time and standby rate (driver entry rate), or a minimum of eight (8) hours for each full day away from the district. If a trip leaves during a workday, the driver will be paid for actual time on duty. On the day the trip returns to the District, the driver will be paid for actual time worked.

Standby Time: The Driver is required to assume responsibility for the bus, or to be available for notification by the person in charge of the group being transported.

Subject to the guidance of coaches or others leading a trip the driver will be able to leave the bus in order to view the events of the children they transport. Drivers will

be able to leave the bus, at their discretion, subject to being available to students and staff who need to access the bus.

Layover Time: The Driver has parked the bus for the day and is free of responsibility for the bus as per notification by the person in charge of the group being transported. Layover time, including but not limited to sleep time, is the Driver's free time and is not compensated.

Overnight trip standby rate = Driver entry rate

**Section 6.4.5.6.**

Meals and lodging reimbursement for overnight trips will be in accordance with District policy. Regular employees shall be reimbursed for expenses incurred for required DOT physicals, first aid and CPR training, and their "S" endorsement if not otherwise provided by the District or not covered by insurance.

**Section 6.4.5.7.**

The District will pay the cost of sub drivers and new employees who are uncertified becoming certified drivers. Pay will be by reimbursement of all fees after a calendar year with the exception of the fingerprint / background check. The district will reimburse first attempt only.

Following is an example of the expenses to become a regular school bus driver.

DRIVER'S ABSTRACT	\$13
FIRST AID/CPR	\$40
CDL PERMIT TEST FEE	\$35 (first attempt)
CDL PERMIT FEE	\$40
DOT PHYSICAL	\$100 - \$250
SKILLS TEST	\$110 (first attempt)
CDL LICENSE FEE	\$112 (in addition to regular license fees)

**Section 6.4.5.8.**

Cancelled extra trips that are "Out-of-District" shall be paid a minimum of two (2) hours at the hourly rate when the regular driver's run is missed.

**Section 6.4.5.9.**

Extra trips that are wholly "within the District" shall be for a minimum of one-half (1/2) hour compensation, including the duties contained in Section 6.4.1. If the driver can't drive their PM route and that would cause the driver to lose time, the driver will have the option to make-up the time with duties assigned by the Transportation Supervisor or forego the lost time. Duties assigned will be those customarily performed by driver personnel.

**Section 6.4.5.10.**

For state competitions, the District or booster clubs may charter coach style buses without association approval.

1       **Section 6.4.6.**

2       If a driver is asked by the Transportation Supervisor/Designee to drive a different AM/PM  
3       route, and the route is less hours than his/her regular route, the driver will have the option  
4       to take the remaining time off and be paid for actual hours worked or be required to  
5       perform other driver duties to fulfill the unused portion of his/her regular route. Duties  
6       assigned will be those customarily performed by driver personnel.

7  
8       **Section 6.4.7.**

9       A time clock will be used for all bus drivers. A punch in time will be designated for all  
10      employees. Each employee is to punch in within one (1) minute prior to the start of his or  
11      her shift and to punch out upon completion of his or her assignment. Any employee not  
12      punching in within five (5) minutes will be docked for any time missed or added after the  
13      shift. However, employees will be allowed to punch in within five (5) minutes before their  
14      shift but will not receive compensation for any time before their shift commences.

15  
16      **Section 6.4.8.**

17      Drivers shall have proper state certification and meet all state requirements for a school bus  
18      driver. School bus, for this Agreement, means any vehicle having a capacity of eleven (11)  
19      or more passengers. In an emergency, the District will use other qualified drivers or  
20      substitutes as determined by the District.

21  
22      **Section 6.4.9.**

23      In accordance with the Washington Department of Licensing (DOL) and the Federal  
24      Department of Transportation (DOT) rules, any citations received by bus drivers shall be  
25      reported within twenty-four (24) hours to the Transportation Supervisor.

26  
27      **Section 6.4.10.**

28      Mandatory drug testing will be conducted in accordance with all applicable laws, rules and  
29      regulations. All cost associated with mandatory drug testing shall be paid by the District,  
30      including travel time/mileage. Mileage shall be paid only when a district vehicle is  
31      unavailable for use.

32  
33      **Section 6.4.11.**

34      In the event there are fifteen (15) minutes or less between assignments, the base hourly rate  
35      shall continue uninterrupted.

36  
37      **Section 6.5. Paid Training/In-Service.**

38      All District employees are required to attend the annual District staff orientation day as part of  
39      their job assignment and participate in Washington State mandated training and district training  
40      either through an online program or class participation. Pay for orientation hours and required  
41      training hours will be time-sheeted and are not part of the twelve (12) hours of additional training  
42      hours provided to less than twelve (12) month employees.

43  
44      Less than twelve (12) month classified employees will work the base number of school days  
45      established by the legislature plus twelve (12) hours of paid training time, unless noted below.  
46      Training hours will be time-sheeted with supervisor's approval. The district will provide pertinent  
47      training and information for all classified staff regarding their work with the district.

Classified employees who work twelve (12) months a year will work a 260-day schedule based on the Gregorian calendar.

**Exceptions:** Preschool as needed and custodians who are assigned a 210-day work schedule.

**Section 6.6.**

Employees will be compensated consistent with Schedule A for assigned work.

**Section 6.7.**

During all events where rent is paid for the use of school facilities a custodian shall be present. When an event is utilizing the kitchen, a food service bargaining unit employee shall be present. Employees will receive their regularly hourly pay, subject to the terms of this Agreement.

**Section 6.8.**

All regular employees subbing for another regular employee shall be paid their regular wage.

**Section 6.9.**

All employees reporting to work shall receive a minimum of two (2) hours pay at base rate, even though the employee is dismissed from regular shift because of school closures; provided that the employee has reported at their regular scheduled start time and provided, however, that an employee shall not receive such compensation when the employee has reasonable notice from the District not to report. The District, at its option, may require two (2) hours work at the time of call.

**ARTICLE VII**

**HOLIDAYS AND VACATIONS**

**Section 7.1.**

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

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

If one of the above holidays falls on a weekend, the employee shall add one (1) day to the annual vacation, unless there is a three (3) day school weekend. The district agrees that days of holiday leave may be altered with supervisor approval.

**Section 7.2.**

Upon completion of each year of service with the District, each full-time employee shall be granted paid vacation as follows:

1 year .....5 days paid vacation per year



2 years.....	7 days paid vacation per year
3-4 years.....	10 days paid vacation per year
5-7 years.....	12 days paid vacation per year
8-10 years.....	14 days paid vacation per year
11-12 years.....	16 days paid vacation per year
13-15 years.....	20 days paid vacation per year
16-19 years.....	21 days paid vacation per year
20-25 years.....	22 days paid vacation per year
26-29 years.....	23 days paid vacation per year
30+ years.....	25 days paid vacation per year

### **Section 7.3.**

All less than twelve (12) month employees shall receive the following paid holidays

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

\*If June 19th falls within the normal work calendar for employees, this will be a non-work day and a paid holiday. When the normal school calendar ends before June 19th, this will not be a paid holiday.

The district agrees that days of holiday leave may be altered with supervisor approval.

### **Section 7.4. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus their base rate for all hours worked on such holidays.

### **Section 7.5.**

Should a holiday occur while an employee is on paid vacation, the employee will be paid for that day and it will not be counted as vacation.

## **ARTICLE VIII**

### **LEAVES**

#### **Section 8.1. Sick Leave.**

Each employee shall accumulate one (1) day of sick leave per month worked, provided that no employee shall accumulate less than twelve (12) days for each school year of service. Sick leave may be accumulated to the legal limit. Employees will receive pay for sick leave used on the basis of their pay at the time of the illness. The District shall give each employee, upon request, a written annual update of accumulated sick leave. A day shall be defined as the employee's regular scheduled daily shift. Exception: Non-transportation employees: for each classification that has a

fluctuating workweek/hours/workdays, sick leave will be averaged each month for sick leave accrual purposes.

Sick leave is defined to cover:

- A. Illness or injury of the employee or member of household.
- B. Serious injury or illness of a member of the immediate family not covered in (A) above.
- C. Consistent with the Washington Family Care Act (RCW 40.12.265) and notwithstanding any other provision of this agreement, an employee may utilize earned sick leave to care for: a child of the employee with a health condition that requires treatment or supervision; or an immediate family member who has a serious health condition or an emergency condition. "Immediate Family" as defined in Section 8.6 of the agreement.

## **Section 8.2.**

If an employee is absent because of an injury received while on duty and covered by industrial insurance, RCW 51.32.090(6) will apply in the application of sick leave and vacation usage.

## **Section 8.3. Sick Leave Attendance Incentive Program.**

Current school board Sick Leave Attendance Incentive Policy shall remain in effect for all employee members of the bargaining unit during the term of this Agreement.

### **Section 8.3.1. Sick Leave Cash Out.**

When an eligible employee leaves the District, compensation for accrued but unused sick leave shall be as provided in RCW 28A.400.210 and 1997 c 13 2 9, RCW 41.35.010(30), RCW 41.40.010(34) as now or hereafter amended.

#### **Section 8.3.1.1. Sick Leave Transfer.**

If you leave the District for another Washington school district, you may transfer your unused sick leave.

#### **Section 8.3.1.2. Winter Sick Leave Cash Out.**

The parties agree to accept the RCW as now or hereafter amended.

## **Section 8.4. Maternity Leave.**

Upon application, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 8.1 above. Before returning to work, the employee must be certified by her physician as ready and able to return.

## **Section 8.5. Judicial Leave.**

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named 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 an unpaid leave of absence, or take a paid personal leave day.

The employee is required to supply the District with official documentation of the specific dates and times of judicial leave.



1 **Section 8.6. Emergency Leave.**

2 Emergency leave shall be granted in case of illness in the immediate family of the employee, or  
3 accident in the immediate family requiring the family to remain together. Emergencies not covered  
4 herein above may be granted by the superintendent for matters of personal emergency nature that  
5 cannot be done outside school hours. The situation shall be one that is unavoidable and not mere  
6 convenience. Emergency leave shall be deducted from the employee's sick leave.

7  
8 The term "immediate family" shall be defined as husband, wife, domestic partner, son, daughter,  
9 stepson/daughter, foster child, mother, father, sister, brother of either the husband or wife, or  
10 grandchildren and grandparents.

11  
12 "Emergency leave" shall be administered in the following fashion: one to three (1-3) days by the  
13 superintendent; a period exceeding three (3) days by the board of directors.

14  
15 **Section 8.7. Bereavement Leave.**

16 Employees will be granted a leave with pay of not more than five (5) workdays per occurrence, when  
17 the absence is occasioned by the death of father, mother, child, stepson/daughter, foster child,  
18 grandchildren, brother, sister, spouse, domestic partner or dependent relative residing in the household  
19 of the employee of the District. Three (3) days paid leave per occurrence, will be allowed for parent of  
20 spouse, grandparents, sister or brother-in-law. One (1) day paid leave per occurrence will be allowed  
21 for aunt or uncle. It is agreed between the parties that bereavement leave is non-cumulative and is not  
22 deducted from accumulated sick leave.

23  
24 One (1) day leave deducted from sick leave will be granted to employees on the occasion of the death  
25 of other relatives or persons living in the employee's household.

26  
27 Under circumstances where the actual memorial or burial service is held at a later date, an employee  
28 may request bereavement leave be delayed.

29  
30 At an employee's request, a bereavement leave without pay, not to exceed ten (10) workdays, will be  
31 granted after the leave with pay has been taken.

32  
33 **Section 8.8. Personal Leave.**

34 Employees may request up to two (2) days of paid leave for personal or professional business that  
35 cannot be transacted during non-work time. The written request for personal leave must be given to  
36 the appropriate building supervisor at least twenty-four (24) hours prior to the date the leave is  
37 requested. Written request when used for emergencies, depending upon the circumstances, may be  
38 submitted upon return to work. Not more than ten percent (10%) of the employees subject to this  
39 Agreement will be granted personal leave at the same time unless approved by the supervisor.

40  
41 Two (2) days of leave in any one year will be cumulative. The employee may bank three (3) days at  
42 the end of June, to a maximum of six (6) days. No more than six (6) days may be used in the next  
43 school year. A maximum of three (3) days may be cashed out at the employees regular rate of pay  
44 during the month of August. At the end of each school year, the District will give each employee a  
45 form to notate their choice of banking or cash-out. The employee is responsible for notifying the  
46 district as to the employee's choice to cash-out or bank Personal Leave.

1 Personal leave cannot be used to extend holidays and/or three (3) day weekends without the prior  
2 approval of the Superintendent. The District will limit, on a first-come/first-served basis, three (3)  
3 elementary and three (3) secondary personal leave requests per day.

4  
5 **Section 8.8.1. Unpaid Leave Days.**

6 Employees may request up to five (5) days of unpaid leave for personal or non-professional  
7 business per school year, unless otherwise provided for in the current collective bargaining  
8 agreement. Two (2) of those days allowed for reasons of faith or conscience or for an  
9 organized activity conducted under the auspices of a religious denomination, church, or  
10 religious organization.

11  
12 If unpaid leave is being used because an employee has exhausted their sick leave, a doctor's  
13 note must be provided to maintain employment in the district.

14  
15 **Section 8.9. Leave of Absence.**

16 Leave of absence without pay is available to employees. Employees seeking leave of absence must  
17 acquire written recommendation of the immediate supervisor and the superintendent and receive the  
18 approval of the board of directors. The employee and the District must agree upon conditions relative  
19 to the employee's return before the leave of absence is granted. Leave of absence for other than a  
20 medical leave (doctor's statement required) will neither cause loss nor gain of seniority. Conditions of  
21 reemployment will be stated in the pre-leave agreement between the employee and the District. Leave  
22 of absence will not be granted to take another job.

23  
24 Paras who are doing student teaching will be allowed a leave of absence for the period of the student  
25 teaching assignment with right to reinstatement.

26  
27 **Section 8.10.**

28 An employee who is suffering from an extraordinary or severe illness, injury, impairment, or  
29 physical or mental condition which has caused or is likely to cause the bargaining unit member to  
30 take leave without pay or terminate his or her employment, is eligible for leave sharing.

31  
32 **Section 8.11.**

33 The District shall allow an employee to use the employee's accrued sick leave to care for a member of  
34 the immediate family with a health condition that requires treatment or supervision. The immediate  
35 family is defined as husband, wife, domestic partner, son, daughter, mother, father, sister, brother (of  
36 either the husband or wife), grandchild or grandparent.

37  
38 **Section 8.12. Leave Sharing.**

39 Leave sharing shall be in accordance with the Washington State Leave Sharing Program as established  
40 under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and as set forth in Chapter 41.04  
41 RCW, as now or hereafter amended.

- 42  
43 1. The employee must suffer from, or have a relative or household member suffering from, an  
44 extraordinary or severe illness, injury, impairment, or physical or mental condition which has  
45 caused or is likely to cause the employee to take leave without pay or terminate his/her  
46 employment.  
47 2. Documentation is required from a licensed physician or other authorized health care  
48 practitioner verifying the severe or extraordinary nature of the condition, the employee's

required absence, a description of the medical problem, and expected date of return-to-work status.

3. The employee has depleted all of his/her accrued leaves.

Employees may donate leave in accordance with board policy.

**Section 8.13. Military Leave.**

The District will allow any employee who is “called up to duty” the right to return to a position that is substantially similar to their original position upon their release from service. The employee will retain accrued sick leave, vested vacation, and seniority while on leave of absence. However, no sick leave, vacation or other benefits may be applied or will accrue while the employee is on leave of absence.

**Section 8.14. Family Medical Leave Act (FMLA):**

Employees who qualify for FMLA in accordance with the legislated provisions, as now or hereafter amended, shall be granted FMLA leave.

**Section 8.15. Washington State Family and Medical Leave Act:**

Employees who qualify for the Washington State Family and Medical Leave Act in accordance with the legislated provisions of the State of Washington, as now or hereafter amended, shall be granted this type of leave. Employees on PFML will be allowed to supplement their paid PFML with sick leave hours consistent with PFML regulations, up to their regular compensation.

## ARTICLE IX

### SENIORITY

**Section 9.1.**

New employees will be placed on probation for sixty (60) workdays. During this probationary period, the District may discipline or discharge such employees at its discretion.

**Section 9.2.**

An employee's seniority will be from date of hire in a general job classification. An employee's seniority will be lost if he/she quits, is discharged, retires, or changes general job classification. An employee on approved leave of absence (without pay) will neither gain nor lose seniority.

**Section 9.2.1.**

An employee who changes general job classifications within the bargaining unit shall retain their hire date in the previously held general job classification for a period of one (1) year, notwithstanding that he/she has acquired a hire date in the new general job classification.

**Section 9.2.2.**

An employee's seniority shall not be lost for the following reasons.

A. Time lost by reason of industrial accident, industrial illness or judicial leave;

- 1 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
2 United States;  
3 C. Time spent on other authorized leaves; or  
4 D. Time spent in layoff status as hereinafter provided.  
5

6 **Section 9.3.**

7 The employee with the earliest hire date shall have preferential rights regarding shift selection,  
8 vacation periods, and special services (including overtime). The employee with the earliest hire date  
9 shall have preferential rights regarding promotions, assignment to new or open jobs or positions and  
10 layoffs when ability and performance are substantially equal with junior employees. If the District  
11 determines that the seniority rights should not govern because a junior employee possesses ability and  
12 performance substantially greater than a senior employee(s), the District shall set forth in writing to the  
13 employee or employees and the Association president the reasons why the senior employee(s) have  
14 been bypassed.  
15

16 **Section 9.3.1.**

17 Any existing position that increases or decreases in duration for thirty-one (31) minutes per day  
18 for more than 30 consecutive days during the term of this Agreement shall constitute a "new  
19 position" and be subject to the provisions of this article.  
20

21 **Section 9.3.2.**

22 Assignment of additional work time shall be offered to qualified employees within the  
23 classification of that building. Seniority shall be given consideration in making these  
24 assignment decisions. When a building has a weekend funeral, there will be a minimum of two  
25 (2) hours of weekend custodial time assigned for setup/cleanup.  
26

27 **Section 9.3.3.**

28 If the position is not filled within the same general job classification, the District will give  
29 bargaining unit members first consideration. If an employee with less seniority or a non-  
30 employee applicant is determined to be more qualified for the position, the District will provide  
31 written reasons for the bypass to the more senior employee.  
32

33 **Section 9.4.**

34 Layoff and recall will be by seniority except the District may exercise seniority bypass as provided in  
35 Section 9.3.  
36

37 **Section 9.4.1.**

38 Except in extraordinary cases, the District will give employees two (2) weeks' notice of  
39 intention to layoff.  
40

41 **Section 9.4.2.**

42 In the event of a reduction in force for the following school year, the District shall provide  
43 written notice on nonrenewal to all affected classified employees on/or before June 1st with the  
44 understanding that, due to extenuating circumstances (i.e. legislative session not completed by  
45 June 1st) a RIF might be necessary.  
46

1 **Section 9.5.**

2 Employees on layoff will remain in a layoff pool for one (1) year. The employee on layoff must  
3 provide the District with a current address and phone number. Such employees will have priority over  
4 non-employees in filling open or new positions.  
5

6 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other  
7 accrued benefits; provided, that such employee is offered a position within their previous  
8 classification, with similar hours.  
9

10 **Section 9.6.**

11 The District shall publicize within the bargaining unit for five (5) workdays the availability of new or  
12 open positions as soon as possible after the District is apprised of the opening. The posting will  
13 include a job description, the hours of the job, the location of the job, program in which the job will  
14 reside, and the total hours of the assignment. A copy of the job posting will be sent to the Association  
15 president.  
16

17 **Section 9.7. Transfer of Previous Experience.**

18 When an employee leaves a school district within the State of Washington and commences  
19 employment with the Montesano School District, the employee shall be given longevity credits in  
20 accordance with State law (RCW 28A.400.300). Seniority credit shall not be transferred. In the event  
21 that this district has a different system for computing longevity related benefits, the employee shall be  
22 granted the same longevity related benefits as an employee in this district who has similar occupational  
23 status and total years of service.  
24  
25  
26

27 **A R T I C L E   X**

28 **DISCIPLINE AND DISCHARGE**  
29  
30

31 **Section 10.1.**

32 Employees will not be disciplined or discharged except for just cause.  
33  
34

35 **A R T I C L E   X I**

36 **INSURANCE**  
37  
38  
39

40 **Section 11.1.**

41 Employees will be paid for assigned work in accordance with Schedule A and this collective  
42 bargaining agreement.  
43

44 **Section 11.2.**

45 The District shall provide basic and optional benefits through the School Employees Benefits  
46 Board (SEBB) under the rules and regulations adopted by the SEBB.  
47  
48

1 **Section 11.3.**

2 In determining whether an employee subject to this Agreement is eligible for participation in the  
3 Washington State Public Employees' Retirement System, the District shall report all hours of work.

4  
5 **Section 11.4.**

6 The District shall provide tort liability coverage for all employees subject to this Agreement.  
7  
8

9  
10 **ARTICLE XII**

11  
12 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

13  
14 **Section 12.1. Membership.**

15 The District and PSE/SEIU 1948 understand that at the center of our labor management  
16 relationship is the shared interest in providing the best services to the public. Therefore, it is the  
17 expectation of both PSE/SEIU 1948 and the District that the District representatives shall remain  
18 neutral on the issue of union membership and respect all employees decisions to join and maintain  
19 membership in their exclusive professional advocacy organization PSE/SEIU 1948 pursuant to  
20 RCW 41.56.120. All bargaining unit employees shall have the option of joining and maintaining  
21 membership in PSE/SEIU 1948 upon employment with the District in a bargaining unit.  
22

23 **Section 12.2. Membership Rescission.**

24 Union members requesting to rescind membership and membership rights in their exclusive  
25 professional advocacy organization shall make such request in writing to PSE/SEIU 1948,  
26 following the constitution and bylaws, and any and all relevant conditions, policies and  
27 procedures. Providing such conditions have been met, PSE/SEIU 1948 shall inform the District of  
28 the employee's non-member status consistent with the notification section 12.4.  
29

30 **Section 12.3. New Hire Notification.**

31 The District shall notify the Union in writing of all new hires within ten (10) business days of  
32 when such employees are approved to work for the district as a substitute, temporary, or regular  
33 employee in any job title set forth on the Schedule B of this Agreement, including name, home  
34 mailing address, home email (when available), phone number, job title, work email, work location  
35 and hire date. The Employer shall give a copy of this working agreement to each employee when  
36 hired.  
37

38 **Section 12.4. Dues and Checkoff.**

39 PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit  
40 employees who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/  
41 or other changes in membership status to the District upon request. The District agrees to accept  
42 dues authorizations via voice authorization or by E-signature in accordance with "E-SIGN".  
43 PSE/SEIU 1948 will provide a list of those members who have agreed to union membership via  
44 voice authorization. In addition, upon request, access to the District to the .wav files associated  
45 with the voice authorization. PSE/SEIU 1948 will be the custodian of the records related to  
46 voice/E-signature authorizations. PSE agrees that, as the custodian of the records, it has the  
47 responsibility to ensure the accuracy and safe-keeping of those records.  
48



1 **Section 12.5. Checkoff.**

2 The District shall deduct PSE dues from the gross wages of any employee who authorizes such  
3 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds  
4 deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a  
5 monthly basis.

6  
7 **Section 12.5.1. Classified Employee Report to the Association.**

8 The District shall submit a monthly report (to accompany the monthly transmission of dues  
9 to PSE) to the Treasurer of PSE listing: the name, and amount of PSE dues deducted for  
10 each bargaining unit employee. The District shall provide a list of current addresses and  
11 telephone numbers of bargaining unit employees to the Association upon request.

12  
13 Pursuant to RCW 41.56.035, every 120 days the District shall provide a list of all covered  
14 employees name, date of hire, contact information (including cell phone, home email, and  
15 home address or personal mailing address), job title, rate of pay, and worksite location.

16  
17 **Section 12.5.2. Local Chapter Dues.**

18 The District shall deduct PSE local Chapter dues separately and remit such funds to the  
19 local Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of  
20 such dues.

21  
22 **Section 12.6.**

23 The Association shall hold the District harmless for the administration of this Article done  
24 pursuant to this Article.

25  
26 **Section 12.7. Political Action Committee.**

27 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
28 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
29 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union  
30 on a check separate from the Union dues transmittal check. The employee may revoke the request  
31 at any time. At least annually, the PSE/SEIU Local 1948 state office will notify the employee  
32 about the right to revoke the request.

33  
34 **Section 12.8. New Hire Orientation.**

35 The District will provide the Association reasonable access to new employees of the bargaining  
36 unit for the purposes of presenting information about their exclusive bargaining representative to  
37 the new employee. The presentation may occur during a new employee orientation provided by the  
38 District, or at another time mutually agreed to by the District and Association. No employee may  
39 be mandated to attend the meetings or presentations by the Association. "Reasonable access" for  
40 the purposes of this section means: (a) The access to the new employee occurs within ninety days  
41 of the employee's start date within the bargaining unit; (b) The access is for no less than thirty  
42 minutes; and (c) The access occurs during the new employee's regular work hours at the  
43 employee's regular worksite, or at a location mutually agreed to by the District and Association.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

**Section 13.1. Definitions.**

**Days:** employee workdays.

**Grievant:** an employee or group of employees.

**Grievance:** an allegation that a section of this Agreement has been misapplied or misinterpreted.

**Grievance Statement:** a written statement signed by the grievant or PSE/SEIU Local 1948 field representative that includes section(s) of this Agreement allegedly violated, facts supporting the grievance, and remedy sought.

**Section 13.2. Procedure.**

**STEP 1.** A grievant must first discuss informally the grievance with his/her immediate supervisor. If no resolution of the grievance occurs, the grievant may file a grievance statement with the immediate supervisor.

**STEP 2.** A written grievance is valid if filed within twenty (20) workdays of the event on which the grievance is based. The immediate supervisor will respond in writing within ten (10) days of the receipt of the grievance.

**STEP 3.** Within five (5) workdays of receipt of the supervisor's response, the grievant may appeal the grievance to the superintendent or the superintendent's designee. The superintendent or his/her designee will respond in writing within ten (10) days of receipt of the grievance.

**STEP 4.** Within five (5) workdays of receipt of the superintendent's or his/her designee's response and the Association believes the grievance to be valid, the Association has the right to request arbitration, which will be final and binding. The parties agree that a list of arbitrators will be requested from the American Arbitration Association.

**Section 13.3.**

The arbitrator shall have no authority to add to, subtract from, or in any way amend this collective bargaining agreement. The parties will be bound by the rules of the American Arbitration Association except as otherwise agreed.

**Section 13.4.**

All time lines shall be strictly observed. The parties may mutually grant time extensions at any stage of a grievance.

**Section 13.5.**

The parties will equally share the cost of the arbitrator. All other costs will be paid by the party incurring the cost.



## ARTICLE XIV

### WAGES

#### **Section 14.1.**

Salaries for employees subject to this Agreement are contained in Schedule A.

#### **Section 14.2.**

Employees working a district directed swing shift or graveyard shift (any eight (8) hour shift scheduled for working at 4:00 p.m. or thereafter) will receive a seventy-five cents (\$.75) per hour bonus for such hours worked past 4:00 p.m. Also, applies to that portion of a district directed shift that begins before 7:00 a.m.

#### **Section 14.3.**

Any employee who changes job positions within the same general job classification shall maintain full longevity for Schedule A step placement purposes.

#### **Section 14.4.**

Para-educators utilized as certificated substitutes who meet the district's qualifications (current teaching certificate or emergency substitute certificate) shall be paid the substitute-teaching rate for all hours worked as a substitute teacher. In addition, para-educators will not suffer any loss in PSE/SEIU Local 1948 contractual benefits while performing substitute work.

#### **Section 14.5.**

Employees shall be compensated for all hours worked. District would like to eliminate all banked time. Payroll contracts for para-educators would be adjusted for a 1:00 pm end of workday on the day before Thanksgiving break, Winter break and the last day of school. All attendance at mandatory meetings that go beyond the scheduled workday will be added to monthly exception report.

#### **Section 14.6.**

Drivers will be informed of the special needs of children they transport which could affect the safety of the transportation of those children when appropriate. The district agrees that drivers will be given training if they may work with special needs children.

#### **Section 14.7.**

Paraeducators will be informed of health or behavior issues of the children they work with when appropriate.

#### **Section 14.8.**

Longevity steps will take effect at the beginning of the employees year of service provided on Schedule A. For example, an employee hired in October of 2012 will be eligible for their third year step at the beginning of the 2014-15 school year (after September 1, 2014).

#### **Section 14.9. Clothing Allowance.**

Maintenance employees shall receive an annual clothing and materials allowance of two hundred dollars (\$200). Any such purchases must be pre-approved and submitted for reimbursement.

# ARTICLE XV

## TERM OF AGREEMENT

### **Section 15.1.**

The term of this Agreement shall be September 1, 2025 to August 31, 2028.

### **Section 15.2.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Effective September 1, 2025, all wage rates (including sub rates) on Schedule A shall be increased by three percent (3%).

Effective September 1, 2026, all wage rates (including sub rates) on Schedule A shall be increased by three percent (3%).

Effective September 1, 2027, all wage rates (including sub rates) on Schedule A shall be increased by three percent (3%).

### **Section 15.3. No Strike Clause.**

Pursuant to RCW 41.56.120, there shall be no strike, slowdown, work stoppage or lockout of any kind during the term of this Agreement. PSE agrees to take any and all action necessary to direct employees to return to work in the event of action taken in violation of this Section. Participation in any strike, slowdown or other work stoppage shall be grounds for discharge.

### **Section 15.4.**

The District agrees to implement a pay premium for specialists covering for classes when substitutes are not available.

When the district is unable to get a sub for covering a specialist class they will sometimes double up classes. In that case the Para Tech II may be assigned two (2) classes at a time. Classified specialists will be paid a twenty dollars (\$20) premium per class per day, for each time they cover classes in such a situation. Said premium will be time-sheeted.

### **Section 15.5.**

Employees who are hired, assigned, and have obtained an RBT certification will be recognized at the level of Para Tech II. The compensation for employees recognized as RBTs will align with the Para Tech II wage scale as detailed in Schedule A of the current Collective Bargaining Agreement.

## ARTICLE XVI

### APPRENTICESHIP

#### **Section 16 Apprenticeship.**

All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSEJATC) shall be subject to all terms of this Agreement; except that the WPSEJATC shall have jurisdiction to insure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council.

#### **Section 16.1.**

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

#### **Section 16.2.**

Participation in the apprenticeship program shall be completely voluntary, and coordinated through the WPSEJATC Washington Joint Apprenticeship Board of Directors. The District is required to pay an annual fee of \$50.00 to the WPSEJATC for each year that they participate in the program.

#### **Section 16.3.**

Persons employed on the effective date of this Agreement may apply for the apprenticeship program at any time new enrollees are accepted.

#### **Section 16.4.**

Such employees shall receive partial credit for time worked in the District as determined by the WPSEJATC and Washington State Labor and Industries rules and regulations.

## ARTICLE XVII

### SAFETY

The District and PSE will jointly form a Safety Committee and adhere to OSHA/WISA. The Safety Committee will mutually schedule dates/times to conduct its business.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

MONTESANO PSE CHAPTER

MONTESANO SCHOOL DISTRICT #66

By: Kim Adams  
Kim Adams (May 28, 2025 10:45 PDT)  
Kim Adams, President

By: Daniel G. Winter  
Daniel G. Winter (May 28, 2025 10:57 PDT)  
Daniel G. Winter, Superintendent

Date: 05/28/25

Date: 05/28/25



**SCHEDULE A**  
Montesano School District  
September 1, 2025 to August 31, 2026

Classification	Step # Sub Rate	1 1st Year	2 Plus 5 Years	3 Plus 10 Years	4 Plus 15 Years	5 Plus 25 Years
Para-educator	\$19.37	\$26.17	\$26.55	\$26.98	\$27.83	\$28.20
Para Tech II (Libr/Comp)	\$19.75	\$26.59	\$27.02	\$27.45	\$28.27	\$28.64
Para Tech III (Brailist)	\$20.29	\$27.19	\$27.58	\$28.01	\$28.89	\$29.26
Cooks	\$19.86	\$26.69	\$27.11	\$27.52	\$28.38	\$28.78
Cashier	\$21.49	\$28.48	\$28.86	\$29.29	\$30.24	\$30.63
Lead Cook	\$21.49	\$28.48	\$28.86	\$29.29	\$30.24	\$30.63
Food Driver	\$18.42	\$25.25	\$25.67	\$26.08	\$26.84	\$27.22
Custodians	\$22.26	\$30.41	\$30.80	\$31.24	\$32.30	\$32.68
Maintenance	\$25.32	\$33.88	\$34.27	\$34.68	\$35.60	\$35.99
Transportation	\$22.90	\$29.89	\$30.28	\$30.70	\$31.77	\$32.15
Asst. Mechanic	\$27.33	\$34.96	\$35.34	\$35.76	\$37.11	\$37.48
Mechanic	\$28.28	\$35.96	\$36.36	\$36.78	\$38.18	\$38.55

Shift Differential = .75 cents per hour

Notes:

- A. Para Technician II (to include Library and Computer Lab) Para Technician III (Brailist).
- B. To advance from one step to another, employees must have a hire date prior to February 1 of the prior school year. New hires will be placed at Step I upon being hired and advance to the next step at the beginning of each school year.
- C. After obtaining the Washington State Food Service Association (WSFSA) certification, the per hour rate shall be added as follows: \$0.20.
- D. Overtime will be paid for any time worked beyond forty (40) hours per week at the rate of one and one-half (1½) times the hourly rate.

<sup>1</sup>After satisfying Section 1.2., substitutes shall receive this rate on the 31<sup>st</sup> day of employment.

<sup>2</sup>Existing food service workers selected as a Lead Cook will be placed on their current salary step.

<sup>3</sup>Driver-trainer shall receive additional two dollars (\$2.00) an hour while performing trainer duties to include in-service.