

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Mossyrock School District #206**

AND

**Public School Employees of  
Mossyrock**

SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2027



**Public School Employees of Washington/SEIU Local 1948**

P. O. Box 798

Auburn, WA 98071-0798

866.820.5652

[www.pseclassified.org](http://www.pseclassified.org)

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This Agreement is made and entered into between Mossyrock School District Number 206 (hereinafter "District") and The Public School Employees of Washington/SEIU Local 1948, through its local affiliate, Public School Employees of Mossyrock (hereinafter "Union"). In consideration of the mutual covenants contained therein, the parties agree as follows:

## RECOGNITION AND COVERAGE OF AGREEMENT

The bargaining unit to which this Agreement is applicable shall consist of all classified employees, including the present general job classifications: transportation, paraeducators, professional/technical, custodian/grounds/maintenance, food service, administrative assistant and all employees performing the same or similar duties, regardless of classification designation, in positions created during the term of this Agreement excluding coaches, business manager, business assistant, head cook, transportation supervisor, director of maintenance/transportation and any other confidential or supervisory employee whose position may come into existence after the signing of this Agreement.

Written job descriptions will be provided by the District for all bargaining unit positions. Subsequently, the District will present all new or modified position descriptions to the Union with a proposed pay rate prior to posting. If the Union does not respond within seven (7) working days from receipt and there is a vacancy, the position may be posted and filled as per the District's determination. Any changes subsequently negotiated will be effective upon mutual agreement.

A substitute employee is employed on an intermittent basis to fill a position when a regular employee is absent or to augment the work force on a short-term basis. Substitute employees working more than thirty (30) shifts during any single fiscal year and substitutes who have met this standard during the preceding year shall be considered regular part-time employees for all purposes of this Agreement, and such status may not be lost unless the employee separates from employment in accordance with the provisions of this Agreement, or is a voluntary quit. When openings occur, the District may give consideration by seniority to current substitutes when filling positions.

The only provisions of this agreement which shall apply to substitute employees are Article I (Recognition and Coverage of Agreement), Section 6.3 (Meal Periods – Rest Periods), Article XIV (Grievance Procedure), Article XVI (Salaries and Employee Compensation), Article XVII

(Union Membership and Checkoff), and Schedule A (Salary Schedule). Substitutes may have available sick leave as in accordance with State law.

**Section 1.3.2.**

Employees will be required to, input their absence into skyward and red rover, if applicable in the event an employee will not be working their regularly scheduled shift.

**Section 1.4.**

A temporary employee is employed on a continuing basis for a period of forty (40) or more consecutive workdays up to a maximum period of the remainder of the current school/fiscal year. Temporary positions are temporary and may end when the need no longer exists. Temporary positions will be posted as required by the collective bargaining agreement and will be identified as such on the opening announcement(s). Temporary employees are subject to the terms of the collective bargaining agreement; provided, however, that temporary employees are not subject to layoff provisions or recall rights. If the district determines that a temporary position will continue into the subsequent school year, the position will be reposted from temporary to permanent status. If the district determines that the same employee continues in the same position, with no interruption in service (other than the regular summer break) the seniority date will remain the same as when the employee began temporary employment in that position.

**ARTICLE II**

**RIGHTS OF EMPLOYEES**

**Section 2.1.**

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union in all such matters as authorized by law.

**Section 2.2.**

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

**Section 2.3.**

Employees subject to this Agreement have the right to have Union representatives present at disciplinary discussions between themselves and supervisors or other representatives of the District. Included are investigatory interviews when an employee reasonably believes that discipline could result. This right of representation shall not unreasonably delay any such discussion.

**Section 2.4.**

Neither the Employer nor the Union shall violate applicable antidiscrimination laws or regulations.

**Section 2.5.**

There shall be only one (1) official personnel file for each employee, to be kept in the District administration office and shall be made available for review and copy by the employee or the employee's written designee, pursuant to current statutes and applicable WAC's. Such requests and

inspections shall be made during working hours at the District personnel office. Derogatory material will be shown to the employee before being placed in this file. Materials reviewed by the employee and judged to be derogatory to the employee's conduct, service, character, or personality, may be answered and/or refuted by the employee in writing. Such written responses shall become a part of the District's personnel record.

**Section 2.5.1.**

The District will comply with the Americans with Disabilities Act (ADA) regulations regarding the storage and retrieval of employees' medical information.

**Section 2.5.2.**

Each employee shall be provided a copy of all non-routine material placed in his or her personnel file within five (5) days of its insertion. An employee may request to the superintendent that derogatory material more than two (2) years old be removed from the file.

**Section 2.6.**

In relationships with employees every reasonable effort shall be made to avoid words or actions which may be interpreted as ridicule or disrespect.

**Section 2.7.**

Employees requested to administer medications or perform nursing services shall be provided training and shall have right of refusal without employer reprisal or disciplinary action. Employees must receive the training before they are authorized to deliver the service or medication. Such training will be provided as necessary on an ongoing basis.

**Section 2.8.**

The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be maintained in the employee's personnel file. No specific vaccine shall be required as a condition of employment unless ordered by the Washington State Department of Health. Employees without required vaccinations may only be excluded from the work site if so ordered by the Washington State Department of Health.

If an employee submits documentation authorizing a medical exemption from a required immunization, they may be provided the opportunity to work off-site if their work is portable, or if they choose not to work, shall be entitled to utilize any paid or unpaid leave options available.

**ARTICLE III**

**RIGHTS OF THE UNION**

**Section 3.1.**

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

1 **Section 3.2.**

2 The District, as part of the general orientation of each new employee subject to the provisions of this  
3 Agreement, shall provide such employee with a copy of this Agreement to be furnished to the District  
4 by the local Union.

5  
6 **Section 3.3.**

7 The District will provide monthly, to PSE membership department and President of the Union, the  
8 names of all employees in the unit who have had dues deducted. The District shall provide annually,  
9 and at other times by request, to the President of the Union, the following information regarding each  
10 employee in the bargaining unit: full name, address, phone number, personal and work email address,  
11 worksite and classification, date of hire, and rate of pay. The same information will be provided to the  
12 Union at the time of hire of each newly hired employee, and every one hundred twenty (120) days for  
13 existing employees. The District shall provide a seniority list when requested by the President.

14  
15 **Section 3.3.1. Union Access to New Bargaining Unit Employees.**

16 The Association shall designate to the Employer who the Association representative(s) are. The  
17 Employer shall notify each month's new hire(s) to attend the Association's new employee  
18 orientation at the location where the Association's representative is assigned to work. The  
19 District and Association shall designate one (1) day a month when all new hires shall be  
20 notified to attend the Association's new employee orientation. Should a new hire from the  
21 previous month be unable to attend due to personal reasons, they shall attend the following  
22 month. Nothing in this section prevents the Association from contacting members outside of  
23 the orientation.

24  
25 The Association representative and the newly hired employee(s) shall be on the clock while  
26 performing the thirty (30) minute Association new employee orientation. If the newly hired  
27 employee is coming from a shift at a different building, the time to and from, along with  
28 mileage (consistent with the CBA) shall be paid. If the newly hired employee begins in their  
29 shift at orientation, then only the time traveled from the designated orientation location back to  
30 the employee's place of work, along with time, shall be time paid. The employee shall drive  
31 directly to the worksite without delay.

32  
33 **Section 3.4.**

34 Representatives of the Union shall have access to the District premises during business hours;  
35 provided, that conferences or meetings between employees and Union representatives will not interfere  
36 with the employees' normal duties.

37  
38 **Section 3.5. School Facilities and Equipment Use.**

39 The Union shall have the right to use school facilities and equipment at reasonable times when such  
40 equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and  
41 supplies incident to such use.

42  
43 **Section 3.6. Meeting Sites.**

44 The Union shall have the right to use District buildings for meetings and to transact official business.

45  
46 **Section 3.7. Bulletin Boards.**

47 The District shall provide bulletin board space in each school building for the use of the Union. The  
48 Union shall have the right to post notices of its activities and matters of Union concern.

1 **Section 3.8. Intra-District Communication Services.**

2 The Union may use intra-district mail, electronic mail, or other communication services to  
3 communicate with classified employees. It is understood that electronic mail is a non-confidential  
4 medium.

5  
6 **Section 3.9. Work Year Calendar.**

7 The Union shall be given an opportunity to provide input regarding the work year calendar.  
8

9 **Section 3.10. Participation in Hiring.**

10 At least one bargaining unit member, within the relevant program, will participate in all interview  
11 committees.  
12

13 **Section 3.11.**

14 Association representatives, along with designated grievants and witnesses, shall not suffer any loss of  
15 pay when mutually scheduled to participate in negotiations or grievance hearings during established  
16 work hours. The employer and union are committed to collaborating in good faith to ensure the  
17 scheduling of these events prioritizes the needs and preferences of all involved individuals. The  
18 employer will minimize scheduling time outside of the workday for these events unless such time is  
19 not feasible.  
20

21 **Section 3.12.**

22 Nothing in this agreement precludes the District from providing documents in accordance with public  
23 disclosure laws. The District will notify the employee and the Union prior to the release of any  
24 requested record. Employees shall have four (4) business days to notify the District if they plan to file  
25 an injunction blocking the request.  
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29 **ARTICLE IV**

30 **UNION REPRESENTATION**

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32  
33 **Section 4.1.**

34 The Union will designate a Conference Committee of up to three (3) members who will meet with the  
35 Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular  
36 basis to informally discuss appropriate matters.  
37

38 **Section 4.2.**

39 Union officials will be released with pay to conduct Union business when such transactions occur  
40 during the officials' regular shift. The Union will pay the cost of substitutes if used. Such release time  
41 will be in addition to any other release time described in this Agreement. The union shall provide a  
42 memorandum of notice to the employer should when applicable.  
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## ARTICLE V

### EVALUATIONS

#### **Section 5.1.**

Each employee's performance shall be evaluated annually by the employee's immediate supervisor. Bargaining unit members will not administer such evaluations, with the exception of driver trainers, who may evaluate driving skills only. Performance evaluations shall fairly and accurately reflect each employee's actual duty performance. The content of evaluations is not grievable, however an employee may append his/her views to the evaluation. Evaluations will not be subject to the grievance procedure unless they are part of discipline, discharge or an improvement plan. In such cases, the underlying evaluation supporting the actions, together with any rebuttals attached, shall be considered along with all other evidence in the matter.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

#### **Section 6.1.**

The workweek shall consist of five (5) consecutive days, followed by two (2) consecutive days of rest. Employees working 260 days per year may request to work four (4) consecutive days followed by three (3) consecutive days of rest during summer, winter, and spring breaks.

#### **Section 6.2.**

Each employee with the exception of groundskeeper shall be assigned to a definite and regular shift and workweek, which shall not be changed without mutual consent or fourteen (14) calendar days notice. An exception would be due to emergencies, illness or when school is closed due to weather, power outage, etc.

##### **Section 6.2.1.**

In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees who are not notified and report to work shall receive a minimum of two (2) hours pay at regular rate in the event of such a closure.

Documented attempts to reach the employee at the telephone number on record, Flash Alert, District Website, District Social Media accounts and/or radio announcements on designated radio station(s) shall constitute proper notice. In closure situations other than inclement weather, adequate notice will consist of a documented phone call.

In the event that school is closed due to hazardous conditions, no employee shall be required to report to work. In the event that school is evacuated due to hazardous conditions, no employee shall be required to remain at work, once students are reunited with their families.



Full time employees shall have the opportunity to make up any lost hours to remain whole. The employee shall work with their immediate supervisor to do so. Employees may elect, but will not be required, to use accumulated personal/vacation leave instead of making up lost hours.

**Section 6.2.1.1.**

In the event that remote learning is conducted, no employee shall suffer loss of pay. All employee, including full time and less than full time, shall have the options described in Section 6.2.1, including for work lost due to late start.

**Section 6.3. Meal Periods - Rest Periods.**

- A. Employees working five or more hours per day shall be allowed an unpaid meal period of at least thirty (30) minutes which commences not less than two (2) hours nor more than five (5) hours from the beginning of the shift. Meal periods shall be paid when the employee is required by the Employer to remain on duty on the premises or at a prescribed work site, or when meal periods are frequently interrupted to undertake the Employer's business.
- B. Employees working three (3) or more hours longer than an eight (8) hour day shall be allowed at least one 30-minute unpaid meal period prior to or during the overtime period.
- C. Employees shall be allowed a rest period of not less than ten (10) minutes, on the Employer's time, for each four (4) hours of work time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.
- D. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

**Section 6.4.**

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.

**Section 6.5.**

Employees requested to assume the duties of a higher classification employee shall be compensated at the first step of the higher classification which is higher than his/her normal wage.

**Section 6.6. Added Work.**

Added work assignments shall normally be offered in accordance with the following criteria:

- 1) The District will endeavor to avoid assignments which would cause the employee to exceed 40 hours per week;
- 2) The District will offer the work to the employee who holds the position for which overtime is needed;
- 3) The added time assignment will next be offered to qualified individuals within the job classification (e.g. "custodian") based on seniority;

- 4) The added time assignment will next be offered to other employees who are deemed qualified by the District;
- 5) The added time assignment will next be offered to substitutes;
- 6) If no qualified individual volunteers for the assignment, the District reserves the right to assign it to qualified individuals in reverse order of seniority.

In the assignment of added time, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work added time on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.

No employee shall work added time without the approval of the District Administration except in emergency situations where such approval cannot be obtained.

#### **Section 6.6.1. Overtime.**

All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular pay.

##### **Section 6.6.1.1. Compensatory Time Off.**

An employee may, at his/her option, select compensatory time off in lieu of overtime compensation. Compensatory time, if selected, may be accrued to the extent permitted by law; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time. All compensatory time must be agreed to and pre-approved by a supervisor. The District shall not require employees to accept compensatory time in lieu of other compensation. Compensatory time for time worked in excess of 40 hours per week shall be accrued at the rate of one and one-half (1½) hours for each hour worked. Accrued and unused compensatory time will be cashed out at the employee's regular rate based on actual hours accrued, on the July pay warrant for less than twelve (12) month employees and on the August pay warrant for twelve (12) month employees.

#### **Section 6.7.**

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.

#### **Section 6.8.**

- 1) For any scheduled early release days where certificated staff are working the full day, Bargaining unit members shall work their full shift, unless early release is approved by their immediate supervisor using appropriate paid or unpaid leave.

Employees who normally work a shorter shift will be paid to participate in any activity or meeting held on these days that extends beyond their normal hours.

- 2) For any early release day where certificated staff are not working the full day, Bargaining unit members with the exception of 260 day employees shall be permitted to leave prior to the end of their scheduled shifts without loss of pay.

- 3) The district recognizes that open and accessible communication is a basic necessity for the success of an educational program and to the well-being of students. Therefore, classified employees will be notified of and shall be allowed to attend staff meetings at their school worksite. Employees will be paid for all hours in attendance in these staff meetings.

#### **Section 6.9.**

Potential changes to duties will involve a discussion with the District, affected employee(s) and PSE, if requested. If necessary, duties will be assigned to the junior qualified employee. Training and/or a support plan will be provided as necessary.

#### **Section 6.10.**

When the Food Service Supervisor is on vacation or on other leave, the Assistant Cook will have the option to be the Lead during the Food Service Supervisor's absence. If a food service employee is appointed as the Lead, he/she shall be paid an additional two dollars (\$2.00) an hour for the time they work as the Lead.

Should the Assistant Cook decline to work in the supervisor's absence, that same option shall be extended to the senior Cook Helper.

When the Assistant Cook is on vacation or on other leave, or acting as Lead, the senior Cook Helper will have the option to be the Assistant Cook during the Assistant Cook's absence. If a Cook Helper is appointed as the Assistant Cook, he/she shall be paid an additional one dollar (\$1.00) an hour for the time they work as the Assistant Cook.

## **ARTICLE VII**

### **HOLIDAYS AND VACATIONS**

#### **Section 7.1. 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 Day | 9. Thanksgiving Day        |
| 3. Presidents' Day        | 10. Day after Thanksgiving |
| 4. Memorial Day           | 11. Christmas Eve Day      |
| 5. Juneteenth             | 12. Christmas Day          |
| 6. Independence Day       | 13. Day after Christmas    |
| 7. Labor Day              | 14. New Year's Eve Day     |

Less than full-time employees shall receive the following paid holidays that fall within their work year. Any less than full time employee that works the scheduled day before and the scheduled day after a recognized district holiday will receive additional holiday pay, for holidays not identified below.

1. Labor Day
2. Thanksgiving Day

3. Day after Thanksgiving
4. Day before Christmas
5. Christmas Day
6. New Year's Day
7. Veterans' Day
8. Martin Luther King Day
9. Presidents' Day
10. Memorial Day

#### **Section 7.1.1. Unworked Holidays.**

Eligible employees who are on the active payroll, and have worked or were on approved compensated leave either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, shall be compensated for such unworked holiday.

#### **Section 7.1.2. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half times their regular rate for all hours worked on such holidays. Employees not eligible for holiday pay shall receive one and one-half times their regular rate for hours they are required to work on a holiday.

#### **Section 7.1.3. Holidays During Vacation.**

Should a holiday occur while an employee is on vacation, the employee's vacation entitlement shall not be charged for the holiday.

#### **Section 7.1.4. Holidays On Weekends.**

A holiday which falls on a Sunday shall be treated as falling on the next workday. A holiday which falls on a Saturday shall be treated as falling on the nearest preceding workday.

#### **Section 7.1.5.**

The school district will allow less than twelve-month employees to take two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization; provided, that the employee's absence would not impose an undue hardship on the District.

#### **Section 7.1.6. Mid-Winter Break.**

Between the observed "Day after Christmas" holiday and scheduled Spring Break a Mid-Winter Break of up to 2 and ½ unpaid days shall be observed, depending on snow day make up needs. The District shall notify employees the dates for Mid-Winter Break once they are determined.

### **Section 7.2. Vacations.**

Twelve (12) month employees subject to this agreement shall be credited with vacation. Such vacation shall be earned, vested at the end of each year of service and used as designated in this Article. Years of service will be determined on the employee's anniversary date from year to year.

#### **Section 7.2.1.**

- 1 – 5 years of service = 10 days vacation
- 6 – 10 years of service = 15 days vacation

1 11 – 20 years of service = 20 days vacation  
2 21 or more years of service = 25 days vacation  
3

4 **Section 7.2.1.1.**

5 In computing the total vacation credit for any period of service, part of an hour will be  
6 disregarded if less than one-half (1/2) hour; otherwise, it will be counted as a full hour.  
7

8 **Section 7.2.2.**

9 All hours worked will be counted in the computation of vacation credit, and hours worked at  
10 overtime rates shall be counted as straight-time hours in such computation. For every regular  
11 workday from which an employee is absent due to a holiday or compensated leave, the hours of  
12 the employee's normal work shift shall be credited as if worked.  
13

14 **Section 7.2.3.**

15 Any vacation credit currently due but unused by the new accrual date each year may be carried  
16 over for one (1) year following the accrual date. Denial of an employee's request to take  
17 accrued vacation automatically extends the accrual period for the requested vacation for an  
18 additional year. No employee shall be denied accrued vacation benefits due to District  
19 employment needs. A maximum of thirty (30) days unused entitlement may be cashed out at  
20 retirement.  
21  
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23

24 **ARTICLE VIII**

25 **LEAVES**  
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28 **Section 8.1. Sick Leave.**  
29

30 **Section 8.1.1.**

31 Each regular full time and regular part time employee shall accumulate sick leave entitlement  
32 as follows: At the beginning of each District fiscal year, the employee shall be credited with an  
33 advanced sick leave allowance calculated by multiplying the employee's hours per day  
34 multiplied by twelve (12). The result is the employee's hours of sick leave credit. A prorated  
35 amount (by month) shall be credited to each employee hired after the fiscal year has begun.  
36 Unused entitlement may be accumulated to the number of days worked each fiscal year. Sick  
37 leave benefits shall be paid on the basis of regular hourly rate applicable to all hours worked  
38 per day; provided, however, that should an employee's normal daily work shift increase or  
39 decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in  
40 accordance with the employee's normal daily work shift at the time the sick leave is taken, and  
41 the accumulated benefits will be expended on an hourly rather than a daily basis. If an  
42 employee separates after having taken sick leave advanced but not earned, such unearned sick  
43 leave will be deducted from the employee's final paycheck. Sick leave may be taken in quarter  
44 (1/4 or .25) hour increments.  
45

46 **Section 8.1.2. Sick Leave Attendance Incentive Program.**

47 In January of the year following any year in which a minimum of sixty (60) days of leave for  
48 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an

option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation.

At the time of separation from school district pursuant to the provision of RCW 28A.400.210(2), an eligible employee or the employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation for each four (4) days accrued leave for illness or injury. Such remuneration shall be subject to the provision of Section 8.1.2.1, VEBA leave cash out. Maximum accumulation for such remuneration under this formula shall be one hundred and eighty (180) days.

#### **Section 8.1.2.1. VEBA Leave Cash Out.**

The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the Union who are eligible to participate in the Plan. An employee shall be deemed eligible if he/she has separated from the District pursuant to the provisions of RCW 28A.400.210 and if the Union has made an irrevocable election to choose the VEBA plan instead of cash remuneration for the calendar year during which he/she separates from employment. (Should the Union not make such election, remuneration will be in cash.) 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 a hold harmless agreement complying with RCW 28A.400.210. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan and all sick leave which would otherwise accrue to the employee shall be forfeited together with all cash-conversion rights that pertain to such sick leave.

#### **Section 8.1.3.**

In the event an employee is absent due to a work-related injury qualifying for industrial insurance benefits, the District shall pay the employee an amount equal to the difference between benefits received by the employee as compensation for lost earnings, and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. This shall continue as long as sick leave entitlement is available to make up the difference. As long as sick leave entitlement is being used, the District shall remit the employer's and employee's retirement contribution necessary to enable the employee to continue to accrue service credits.

#### **Section 8.1.4.**

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



1 **Section 8.1.5. PFML.**

2 Paid Family and Medical Leave (PFML) generally allows up to 12 weeks (more in some  
3 circumstances) of paid leave per year provided the employee qualifies by having worked 820  
4 hours or more in the qualifying period. The qualifying period is the first four of the last five  
5 completed calendar quarters starting from the day the employee intends to take leave. PFML  
6 applies to an employee's own health condition or to provide care for an eligible family member  
7 experiencing a qualifying health condition. This leave is administered through the Employment  
8 Security Department. Employees will pay for this program through mandatory payroll  
9 deductions.

10  
11 Employees are required to submit verification of approval of Paid Family and Medical Leave  
12 and coordinate dates of leave with Human Resources. The District is required to maintain  
13 health insurance benefits during periods of approval PFML.

14  
15 The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise  
16 discriminate against an employee who uses this leave.

17  
18 **Section 8.1.6.**

19 The District agrees to continue its leave-sharing program for classified staff in accordance with  
20 the requirements of RCW 28A.400.380.

21  
22 **Section 8.2. Bereavement Leave.**

23 Employees shall be granted bereavement leave as follows: Five (5) days will be granted for an  
24 absence due to the death of the employee's spouse, child, step-child, parent, step-parent, grandparent,  
25 sibling, step-sibling, aunt, uncle, niece or nephew or for the employee's spouse's parent, step-parent,  
26 sibling, or step-sibling. In cases where extensive travel is involved, the Superintendent may grant two  
27 additional days of bereavement leave. Bereavement leave is noncumulative and shall not be deducted  
28 from sick leave. Leave needed to attend the funeral of any other person with close personal ties will be  
29 considered under emergency leave.

30  
31 **Section 8.3. Personal Leave.**

32 Employees shall be entitled to two (2) days personal leave per year. Personal leave is neither sick leave  
33 nor bereavement leave and may be carried over to a maximum of five (5) days. Employees may cash  
34 out no more than three (3) days of personal leave in any one school year. If an employee resigns mid-  
35 year, personal leave will be pro-rated and cashed out with the final pay warrant.

36  
37 Bargaining unit members that work 260 days are entitled to one additional personal leave day for a  
38 total of three (3) each year.

39  
40 **Section 8.3.1. Cash-out.**

41 Annually in July, unless an employee chooses to carry over unused personal leave, all unused  
42 personal leave will be paid to employee at their regular rate of pay.

43  
44 **Section 8.4. Pregnancy and Childbirth.**

45 Sick leave for pregnancy and childbirth will be granted as for any other temporary disability. The  
46 District may require certification of the medical necessity for the leave and of the fitness to return to  
47 work from the employee's physician. Available vacation entitlement may be used to extend this leave  
48 or in lieu of sick leave during the disability period.

1           **Section 8.4.1. Paternal Leave.**

2           An employee, upon request, may be granted up to one (1) day's leave, on or about the date of  
3           the birth of his/her child. Such leave shall be deducted from sick leave.  
4

5           **Section 8.5. Federal Family Medical Leave (FMLA).**

6           The District will provide Family Medical leave in compliance with applicable law.  
7

8           **Section 8.5.1.**

9           Employees are required to use accrued paid leave benefits while on family medical leave.  
10          Once such paid leave benefits are exhausted, the remainder of the leave will be unpaid.  
11

12          **Section 8.5.2.**

13          The provisions of Section 8.5.1 shall not apply when an employee has been approved for  
14          Washington State Paid Family Medical Leave and such time is concurrent with FMLA; and  
15          such employee will not be required to use accumulated district leave.  
16

17          **Section 8.6. Judicial Leave.**

18          In the event an employee is summoned to serve as a juror, or appear as a witness in court or any other  
19          contested proceeding involving the District, or is named as a codefendant with the District, such  
20          employee shall receive a normal day's pay for each day of required presence; provided, however, that  
21          any compensation received for such service shall be paid to the District. Such repayment shall not  
22          exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a  
23          party in a court action, such employee may request a leave of absence without pay.  
24

25          **Section 8.7. Leave of Absence.**

26               **Section 8.7.1.**

27               If a leave of absence is requested due to an industrial accident or industrial illness, it shall be  
28               granted for a period of up to one (1) year. An employee may be granted a leave of absence for  
29               other reasons for a period not to exceed one (1) year upon recommendation of the immediate  
30               supervisor through administrative channels to the Superintendent and upon approval of the  
31               Board of Directors. If either of the above leave is granted due to an extended illness or injury,  
32               one (1) additional year may be granted at the discretion of the District.  
33  
34

35               **Section 8.7.2.**

36               The returning employee will be assigned to the position occupied before the leave of absence,  
37               or if the position is not available in the District, to a position substantially equal. Employees  
38               hired to fill positions of employees on leave of absence will be informed of this provision by  
39               the District and shall be subject to all provisions of this Agreement. The return of the regular  
40               employee shall conclusively establish justifiable cause for the layoff of the temporary  
41               employee.  
42

43               **Section 8.7.3.**

44               The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
45               on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
46               the employee is on leave of absence.  
47



An employee who is on leave due to an industrial injury or illness shall be able to return to work with a one (1) day notice to the District. An employee released for light duty may be provided light duty work.

Every employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence as required by law.

Employees may be granted two (2) days of emergency leave each year. This leave is non-cumulative and will be taken from accrued sick leave or compensatory time. Emergency leave may be taken in case of emergencies as defined in the following:

1. The problem must have been suddenly precipitated, must be of such a nature that pre-planning is not possible or where pre-planning could not relieve the necessity for the person's absence.
2. The problem cannot be one of minor importance or of mere convenience but must be of a serious nature.

## SENIORITY AND LAYOFF PROCEDURES

The employee with the greatest seniority shall have preferential rights regarding shift selection, vacation periods, and the assignment of additional work.

The seniority of an employee in the bargaining unit shall be established as of the date on which the employee began continuous daily employment with the District (hire date) or within a classification listed in Article I, Section 1.2.

When an employee leaves the bargaining unit and returns within twelve (12) months, the employee shall retain all seniority from their prior experience within the bargaining unit.

The employee with the greatest seniority within his/her classification shall have preferential rights regarding promotions, assignment to new or open positions, reduction of hours not constituting a layoff, layoffs, and recall from layoff; unless a junior employee possesses substantially greater ability and performance relevant to the personnel decision which is at issue. Should the District determine that seniority should not apply, they shall submit the reasons why in writing to those bypassed with a copy to the employee.

1 **Section 9.3.**

2 Seniority, as referenced herein, means seniority within the employee's current job classification.  
3 Seniority begins on the first day of regular employment in the specific job classification.  
4

5 **Section 9.3.1.**

6 Should employees share a "hire date" then seniority preference shall be determined by a "toss  
7 of a coin" or another mutually agreed binding process.  
8

9 **Section 9.3.2.**

10 Each new hire shall remain in a probationary status for a period of up to sixty (60) work days  
11 following the new hire's hire date. No later than the mid-point, the supervisor will conference  
12 with the employee about his/her job performance. A written evaluation will be completed prior  
13 to the end of the sixty (60) work day probation period. During the probationary period, a  
14 probationary employee may be discharged without cause.  
15

16 **Section 9.4.**

17 Employees in the bargaining unit, who apply for a position and who have submitted a written  
18 application and an up-to-date resume, shall be guaranteed an interview. Should the District select an  
19 applicant outside of the bargaining unit, Section 9.2 shall not apply because the position is not in the  
20 employee's present classification.  
21

22 Substitutes shall be considered alongside other outside employees.  
23

24 **Section 9.5.**

25 The District shall publicize the availability of new or open job positions as soon as possible after the  
26 District is apprised of the opening. In addition to the public notice, a copy of the job posting shall be  
27 distributed to all employees within the bargaining unit. Every effort will be made to fill vacancies  
28 promptly.  
29

30 **Section 9.5.1.**

31 Employees who have changed positions or route assignments will have five (5) work days in  
32 which they may voluntarily change back to their previous position or route. If the change  
33 affects other employees due to "bumping" then all impacted employees will change at the same  
34 time.  
35

36 **Section 9.6. Reductions in Workforce.**

37 Reductions in the workforce may be decided by the District due to program changes, funding changes,  
38 district need changes, and/or lack of work. Reductions in the workforce may consist of the elimination  
39 of permanent positions or reduction of permanent work hours.  
40

41 **Section 9.6.1. Elimination of a Permanent Position.**

42 In the event an employee's permanent position is eliminated, the employee may opt to be  
43 voluntarily placed in layoff status pursuant to Section 10.6.2., or may opt to use their  
44 classification seniority to bump into a position held by any junior employee in their  
45 classification pay level with the same number of work hours. Should there be no junior  
46 employee with the same number of work hours, the senior employee may bump any junior  
47 employee in a substantially equal position (within one (1) hour) within their classification pay  
48 level. Should there be no substantially equal position within their classification pay level, the

senior employee may bump any junior employee in a position as closely matching in hours as possible within their classification at a lower pay level in order for the senior employee to retain work hours. The employee who has been bumped may then opt to use their seniority in the same manner. In the event, that there are no remaining positions to bump into within their classification, and the employee doesn't meet Section 9.6.3, the employee shall be in layoff status and placed on a reemployment list pursuant to Section 9.7.

The bumping procedure may not be used to increase work hours or move into a higher pay scale.

#### **Section 9.6.2. Reduction of Permanent Work Hours.**

In the event an employee's permanent work hours are reduced by more than one (1) hour a day per week, the employee may opt to remain in the position and forfeit any bumping or layoff rights associated with the reduction, or the employee may opt to use their classification seniority to bump into a position held by any junior employee in their classification pay level with the same number of work hours. Should there be no junior employee with the same number of work hours, the senior employee may bump any junior employee in a substantially equal position (within one (1) hour) within their classification pay level. Should there be no substantially equal position within their classification pay level, the senior employee may bump any junior employee in a position as closely matching in hours as possible within their classification at a lower pay level in order for the senior employee to retain work hours. The employee who has been bumped may then opt to use their seniority in the same manner. In the event, that there are no remaining positions to bump into within their classification, and the employee doesn't meet Section 9.6.3, the employee shall be in layoff status and placed on a reemployment list pursuant to Section 9.7.

The bumping procedure may not be used to increase work hours or move into a higher pay scale.

#### **Section 9.6.2.1**

Reductions of less than one (1) hour are not subject to the provisions of Section 9.6.2.

#### **Section 9.6.3.**

In the event an employee's position is eliminated (layoff) and that employee has previous experience in another classification within the bargaining unit, then that employee, if qualified, shall be able to apply bargaining unit seniority to the previous job classification.

#### **Section 9.6.4.**

When an employee opts to initiate the bumping process or is the junior employee in the bumping process, senior employees will be offered comparable open positions from their classification first before bumping junior employees within their classification. Human Resources will contact the employee via telephone to offer positions and the employee will have seventy-two (72) hours to accept or decline an offer of employment.

#### **Section 9.6.5. Acclimation Period.**

An employee who bumps into a position that is not of the same title or same duties as their previous position will be given up to twenty (20) position working days to acclimate into their new position. During the acclimation period, the District will provide appropriate training, if

needed. Within the first ten (10) working days the supervisor will conference with the employee about their job performance. During the acclimation period, if the position proves unsatisfactory to the employee, the employee will have the option to choose an open position or be placed in layoff status and added to a reemployment list pursuant to Section 9.7.

#### **Section 9.7.**

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 by seniority over applicants from outside the district in filling an opening in any classification held by the employee prior to layoff; provided the employee meets current qualifications. Names shall remain on the reemployment list for two (2) years, subject to the further requirements of this Article.

#### **Section 9.8.**

Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

#### **Section 9.9.**

An employee shall forfeit rights to reemployment as provided in Section 9.7 if the employee does not comply with the requirements of Section 9.8, or if the employee does not accept the offer of reemployment within ten (10) days of notification.

#### **Section 9.10.**

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 similar to any position held prior to layoff.

## **ARTICLE X**

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

#### **Section 10.1.**

The District shall have the right to discipline or discharge an employee for justifiable cause. Any disciplinary action shall be appropriate to the conduct of the employee. In disciplining any employee, the District shall be guided by the concept of progressive discipline. If the District has reason to discipline or discharge an employee, it shall endeavor to cause the employee as little embarrassment as feasible.

The steps of progressive discipline shall normally be as follows:

1. Verbal Warning
2. Written Warning
3. Written Reprimand
4. Suspension
5. Termination

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## ARTICLE XI

### NOTIFICATION TO NON-ANNUAL EMPLOYEES

#### **Section 11.1.**

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

#### **Section 11.2.**

Should the District decide to layoff, or modify the position of any non-annual employee, the District will make reasonable effort to notify the employee in writing prior to the expiration of the school year.

#### **Section 11.3.**

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

## ARTICLE XII

### INSURANCE AND RETIREMENT

#### **Section 12.1.**

Employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a District contribution for their selected benefits.

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

The District shall pay each classified employee's Insurance benefit to the extent of the state's benefit funding. Additional insurance costs will be assumed by the individual employee.

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

#### **Section 12.2.**

The District's tort liability coverage shall include all employees subject to this Agreement, related to their acts or omissions within the scope of their employment. The District will provide property damage indemnity or insurance to cover the personal tools, equipment and other personal property which is required by the District for the performance of the employee's duties while the same is located on District property provided that such personal property has been approved by and registered with the District.

#### **Section 12.3.**

The District shall remit required contributions to the co-op for Industrial Insurance on behalf of all employees subject to this Agreement.

1 **Section 12.4.**

2 The District shall make contributions to the co-op for the Unemployment Compensation Fund requisite  
3 to providing unemployment benefits for all eligible employees subject to this Agreement.  
4

5 **Section 12.5.**

6 In determining whether an employee subject to this Agreement is eligible for participation in the  
7 Washington State School Employees' Retirement System, the District shall report all hours  
8 compensated in accordance with PERS and SERS regulations.  
9  
10  
11

12 **ARTICLE XIII**

13 **STAFF DEVELOPMENT**  
14  
15

16 **Section 13.1.**

17 The District recognizes the benefits of offering training opportunities to its employees in order to  
18 achieve a higher level of individual competence and quality of work performance. Each year of this  
19 agreement, the District shall make a minimum of \$2,000 available to the employees subject to this  
20 agreement for costs associated with bargaining unit requested professional development training. A  
21 joint labor/management committee (one union representative, the supervisor of the employee  
22 requesting professional development, and when needed the superintendent) shall be formed to review  
23 and approve training opportunities, identify needs, and provide assistance to employees interested in  
24 apprenticeship or other methods of occupational enhancement. Any funds not used in any particular  
25 year shall be carried over (to a maximum of \$4,000) into the following fiscal year.  
26

27 **Section 13.2. Apprenticeship.**

28 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint  
29 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this  
30 Agreement; except that the WPSCEJATC shall have jurisdiction to insure that apprentices successfully  
31 complete all requirements of the program as approved and registered with the Washington State  
32 Apprenticeship and Training Council.  
33

34 **Section 13.2.1.**

35 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all  
36 parts of the approved standards, such apprentice waives contractual recourse through the  
37 grievance procedure.  
38

39 **Section 13.2.2.**

40 Employees enrolled as apprentices shall continue their regular duties and receive their regular  
41 rate of pay as specified on Schedule A.  
42

43 **Section 13.2.3.**

44 Employees shall be responsible for tuition costs associated with college credits and for required  
45 books and materials.  
46

47 **Section 13.2.4.**

48 Participation in the apprenticeship program shall be completely voluntary.

1       **Section 13.2.5.**

2       Persons employed on the effective date of this Agreement may apply for the apprenticeship  
3       program at any time new enrollees are accepted. Applications will be accepted annually prior  
4       to October 1.

5  
6       **Section 13.2.5.1.**

7       Such employees shall receive partial credit for time worked in the District as  
8       determined by the WPSCEJATC.

9  
10       **Section 13.2.6.**

11       This Article may be reopened at any time upon mutual agreement of the parties or as new  
12       classifications are proposed by the local JATC for journey level status.

13  
14       **Section 13.3. Education Bonus.**

15       The District will offer an education incentive program. Bargaining unit employees shall receive added  
16       compensation as stated below. Clock hours and, or college credits must be on file by September 15 of  
17       the current school year.

- 18  
19       ● 200+ Clock Hours or 20 College Credits: Employee's hourly pay rate shall be increased by .675%  
20       ● 400+ Clock Hours or 40 College Credits: Employee's hourly pay rate shall be increased by 1.2%.  
21       ● 600+ Clock Hours or 60 College Credits: Employee's hourly pay rate shall be increased by 1.8%.  
22       ● 800+ Clock Hours or an AA: Employee's hourly pay rate shall be increased by 2.7%.  
23       ● Bachelor's Degree or higher: Employee's hourly pay rate shall be increased by 3.0%.

24  
25  
26  
27       **ARTICLE XIV**

28       **GRIEVANCE PROCEDURE**

29  
30  
31       **Section 14.1.**

32       A grievance is an alleged violation of the specific terms of this Agreement. Grievances shall be  
33       resolved in accordance with this Article.

34  
35       **Section 14.2. Grievance Steps.**

36  
37       **Section 14.2.1. Step 1 (Verbal).**

38       The employee shall first discuss the grievance with the immediate supervisor. The employee  
39       may be accompanied by a Union representative at such discussions. All grievances not brought  
40       to the immediate supervisor in accordance with the preceding sentence within twenty-two (22)  
41       work days of the occurrence or when occurrence reasonably should have been known of, shall  
42       be invalid and subject to no further processing.

43  
44       **Section 14.2.2. Step 2 (Written).**

45       If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
46       subsection, the employee shall reduce to writing, within ten (10) work days of the discussion  
47       referred to in the preceding subsection, a statement of the grievance containing the following:



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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have ten (10) work days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

#### **Section 14.2.3. Step 3 (Superintendent – Written).**

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Union believes the grievances to be valid, a written statement of grievance shall be submitted within ten (10) work days to the District superintendent or the superintendent's designee. After such submission, the parties will have ten (10) work days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

#### **Section 14.2.4. Step 4 (Arbitration).**

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Union believes the grievance to be valid, the Union may, within fifteen (15) work days demand arbitration of the grievance by notifying the superintendent in writing. The Arbitrator shall be selected by the Union and the District through the American Arbitration Association.

- A. The cost of the services of the Arbitrator shall be paid by the non-prevailing party. Each party shall bear all costs of producing its own witnesses and the cost of the preparation of a record or transcript of the proceedings unless record or transcript is desired by both parties or required by the Arbitrator, in which case the cost shall be shared equally.
- B. The Arbitrator's findings shall be submitted in writing and shall set forth findings of fact, reasoning and conclusion on the issues submitted. The Arbitrator's decision shall be consistent with existing statutes and shall be binding on all parties; provided, however, that any interpretation of state law shall be subject to review by the Superior Court of Lewis County.

#### **Section 14.3.**

The employer shall not discriminate against any individual employee or the Union for taking action under this Article.

#### **Section 14.4. Time Limits.**

Failure to bring grievances forward as provided in this Article shall become cause to determine the grievance invalid. However, time limits may be extended by mutual agreement.

Provided further, that days on Spring and Winter Break, shall not apply to the timelines and will not be counted towards the timeline.



1       **Section 14.4.1.**

2       Failure on the part of the employer at any step of this procedure to communicate the decision  
3       on a grievance within the specific time limit shall permit the Union to lodge an appeal at the  
4       next step of this procedure.  
5  
6  
7

8                               **ARTICLE XV**

9  
10                           **INTER-DISTRICT TRANSFER OF PREVIOUS EXPERIENCE**  
11

12       **Section 15.1.**

13       An employee who leaves another school district within the state and comes to the District shall retain  
14       longevity, leave benefits and other benefits to the extent required by applicable law.  
15  
16  
17

18                           **ARTICLE XVI**

19  
20                           **SALARIES AND EMPLOYEE COMPENSATION**  
21

22       **Section 16.1.**

23       Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
24       worked. Each employee shall receive a full accounting of earnings and deductions with each  
25       paycheck. Payroll details shall be available to each employee on request.  
26

27       **Section 16.2.**

28       Rates of pay for employees subject to this Agreement, during the term of this Agreement, are  
29       contained in Schedule A attached hereto and by this reference incorporated herein.  
30

31               **Section 16.2.1.**

32       Rates of pay contained in Schedule A shall be for the entire term of this Agreement, subject to  
33       the terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this  
34       Agreement be subsequent to the effective date, rates of pay, including overtime, shall be  
35       retroactive to the effective date.  
36

37               **Section 16.2.2.**

38       Retroactive pay, where applicable, shall be paid on the first regular payday following execution  
39       of this Agreement if possible, and in any case not later than the second regular payday. In the  
40       case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such  
41       retroactive pay shall be paid on the first regular payday following agreement on such schedule,  
42       if possible, and in any case not later than the second regular payday.  
43

44               **Section 16.2.3.**

45       Incremental steps, where applicable, shall take effect on September 1 of each year during the  
46       term of this Agreement; provided, the employee has been actively employed continuously for at  
47       least one-half (1/2) of the previous instructional year. Incremental steps shall be funded by the  
48       District.

**Section 16.3.**

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

**Section 16.4. Employee Business Expenses.**

Employees shall be reimbursed for expenses incurred while performing work assignments including, but not limited to, the following, provided that such expenses must be pre-approved by the Superintendent or the Superintendent's designee:

Mileage, at the IRS business mileage rate, for travel between work sites via private vehicle, or during travel via private vehicle while on District business when a district vehicle is not available;

Lodging while on District business;

Meals, at the District established rate, while on District business which requires that the employee remain on duty during normal meal periods outside the employee's regularly scheduled shift, including transportation department work assignments;

Other authorized business expenses as appropriate.

**Section 16.4.1.**

Bus drivers will be reimbursed by the District for up to one-hundred seventy-five dollars (\$175.00) for a required DOT physical.

**Section 16.4.2.**

Employees required to hold a CDL will be reimbursed by the District for the CDL portion of their driver's license.

**ARTICLE XVII**

**UNION MEMBERSHIP AND CHECKOFF**

**Section 17.1.**

Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of the Union in good standing, shall maintain his membership in the Union during the term of this Agreement unless membership is revoked through contact with the Union.

**Section 17.2.**

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

1 Upon receiving notice of the employee's authorization from Public School Employees of Washington  
2 (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts  
3 to Public School Employees of Washington (PSE), by the first Monday following payroll.  
4

5 The employee's authorization remains in effect until expressly revoked by the employee in accordance  
6 with the terms and conditions of the authorization. An employee's request to revoke authorization for  
7 payroll deductions must be in writing and submitted by the employee to Public School Employees of  
8 Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will  
9 not be accepted by the employer if the authorization is not obtained by the employee to Public School  
10 Employees of Washington (PSE). After the employer receives confirmation from the exclusive  
11 bargaining representative that the employee has revoked authorization for deductions, the employer  
12 shall end the deduction effective on the first payroll after receipt of the confirmation. The employer  
13 shall rely on information provided by the exclusive bargaining representative regarding the  
14 authorization and revocation of deductions.  
15

### 16 **Section 17.3. Checkoff.**

17 Upon written notification of authorization by the exclusive bargaining agent of any public employee  
18 within the bargaining unit, the District shall deduct from the pay of such public employee the monthly  
19 amount of dues, certified by the secretary of the Public School Employees of Washington / SEIU Local  
20 1948 (PSE / SEIU 1948) and shall transmit the same to the treasurer of PSE / SEIU 1948 monthly.  
21

22 Upon authorization, the District shall deduct local dues as established by the local PSE / SEIU Local  
23 1948 chapter and remit the same to the treasurer of the local PSE / SEIU Local 1948 chapter.  
24

#### 25 **Section 17.3.1.**

26 The employer agrees to send union dues on all gross wages monthly for all employment  
27 performed under the terms of the Collective Bargaining Agreement. The format must include:  
28 status changes (resignations, LOA, name changes, etc.) on the remit form or provide a list with  
29 the dues file.  
30

### 31 **Section 17.4. Committee on Political Empowerment.**

32 The District shall, upon receipt of written authorization, deduct from the pay of such bargaining unit  
33 employee, the amount of contribution the employee voluntarily chooses for deduction for political  
34 purposes and shall transmit the same to the Association. Section 17.5 of the Collective Bargaining  
35 Agreement shall apply to these deductions. The employee may revoke the request at any time. At  
36 least annually, the employee shall be notified by the PSE/SEIU Local 1948 State Office about the right  
37 to revoke the request.  
38

### 39 **Section 17.5. Hold Harmless.**

40 The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders  
41 and/or judgments against the District on account of any checkoff of Association dues or voluntary  
42 political contributions.  
43  
44  
45  
46  
47  
48

## ARTICLE XVIII

### TERM AND SEPARABILITY OF PROVISIONS

#### **Section 18.1.**

The term of this Agreement shall be September 1, 2024 through August 31, 2027.

#### **Section 18.2.**

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

#### **Section 18.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that all state increases for benefits and classified salaries shall be passed through each year of this agreement.

For the 2024-2025 school year, all wages shall be increased by four percent (4%).

For the 2025-2026 school year, Schedule A rates shall be increased by the state identified IPD or two percent (2%), whichever amount is greater.

For the 2026-2027 school year, Schedule A rates shall be increased by the state identified IPD or two percent (2%), whichever is greater.

##### **Section 18.3.1.**

This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which occurs following execution of this Agreement. Either party may demand the contract be reopened when legislation enacted affects the terms and conditions herein or creates authority to alter personnel practices in public employment.

##### **Section 18.3.2.**

The District/Association shall have the right to open the contract at any time to deal with Health Insurance issues related to compliance with state or federal law and/or potential employee eligibility for subsidies or tax credits from the Federal government. The District agrees to cooperate with the Association to the extent that the Association requests do not cause the District to incur fines, taxes, sanctions or any substantial negative financial impact.

#### **Section 18.4.**

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

#### **Section 18.5.**

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto that were enacted prior to the effective date of this Agreement.

1 **Section 18.6.**

2 In the event either of the two (2) previous sections is determined to apply to any provision of this  
3 Agreement, such provision shall be renegotiated pursuant to Section 18.3.  
4

5 **Section 18.7. Paraeducators.**

6 At the option of the Union, the District agrees to negotiate the effects of SB6388 to paraeducators,  
7 including agency determinations made pursuant thereto, on or about February 1, 2019. The District  
8 will issue a one-time reimbursement for test fees to bargaining unit employees hired prior to June 15,  
9 2018, who take the Education Testing Service's Paraeducator Assessment required by the State as a  
10 standard for paraeducators.  
11  
12  
13

14 **ARTICLE XIX**

15 **TRANSPORTATION**  
16  
17

18 **Section 19.1. Pupil Transportation.**

19 Pupil transportation routes shall be established by the Transportation Supervisor and shall be defined  
20 as either regular runs (runs that occur on a regular basis) or supplemental runs (all other runs). In  
21 addition to pay for driving such runs, all bus drivers shall receive pay for one (1) hour per day for the  
22 purpose of bus cleaning, inspection and warm-up. Drivers with midday runs only shall receive twenty  
23 (20) minutes per run for inspection.  
24

25 Prior to the first day of school, on the all staff day, bidding will take place to establish drivers' route  
26 items, and also for September payroll accounting purposes.  
27

28 If there are changes in routes during the month of October, the District and/or drivers will have the  
29 opportunity to review and adjust routes with the transportation supervisor during a mutually agreeable  
30 date and time.  
31

32 If any routes are adjusted during the month of October, those adjustments shall be submitted to the  
33 District Office for payroll purposes by October 30th and will become effective October 31st. The  
34 adjusted routes can be driven during the month of October; however, for payroll purposes, the  
35 adjustments will not be reflected until October 31st and route adjustments will be frozen at that time.  
36

37 Drivers and bus monitors shall be compensated at the regular rate of pay for District approved bids,  
38 orientation, training, meetings, and classes.  
39

40 **Section 19.1.1. Guarantee Time.**

41 Bus Drivers, including substitutes, shall be guaranteed a minimum of three and one-half (3.5)  
42 hours of work for all regular runs.  
43

44 **Section 19.2. Supplemental Runs.**

45 **Section 19.2.1.**

46 Supplemental runs for all sports, by season, shall be assigned by seniority. All supplemental  
47 runs for field trips and non-athletic related trips will be offered on a seniority rotation. If an  
48

employee skips, or misses their opportunity to accept a supplemental run, their name will be moved to the bottom of the rotation list. Schedule changes (i.e. rain-outs), post season sports trips and/or other short notice supplemental trips will be assigned at the discretion of the district.

For each junior high and high school sport, once a driver chooses a sport season, he/she is guaranteed a trip for all regularly scheduled games during the regular season.

The use of van will not preclude bus drivers from the ability to the work.

### **Section 19.3.**

Route selection for new or open positions shall be by seniority beginning with the most senior.

### **Section 19.4. Seasonal Sport Activity Trips.**

At the beginning of each sports season, the Seasonal Sport Assignments shall be picked by seniority and will be a reoccurring assignment for that senior driver. When a Seasonal Sport Driver is absent or unavailable the substitution shall be offered to the route drivers by seniority.

### **Section 19.5.**

When a bus driver is working an overnight assignment, the bus driver shall receive fifty-five dollars (\$55) per diem.

### **Section 19.6. Cancellations.**

In the event a supplemental run/activity trip is cancelled and the assigned transportation employee is not notified of the cancellation prior to reporting, he/she shall be compensated two (2) hours report pay.

If the employee's regular assignment has not already begun, he/she may choose to work it. Otherwise, if the employee takes the report pay, the supervisor may require the employee to work during this two (2) hour paid time.

### **Section 19.7. Duty Call.**

Drivers shall receive a minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday.

### **Section 19.8. Staff Meetings.**

The Transportation Supervisor will have one (1) meeting a month with drivers for information and training purposes. These meetings will occur September through June.

### **Section 19.9.**

The Transportation Supervisor will have a pre-trip seminar for all drivers prior to the beginning of each school year.

### **Section 19.10.**

If a driver has a scheduled daily job within the district, he/she can only cancel that job to take a field trip if the building administrator gives permission.

**Section 19.11.**

District shall notify students who wish to not ride the bus back to school from an event or activity must have a signed and dated note from a parent. The parent/guardian must give the note to the bus driver or a coach in person in order for the student to ride home with the parent or guardian.

**Section 19.12.**

Routes changed due to resignation, discharge, retirement or route cancellation, seniority will be the basis for replacement.

**Section 19.13.**

A driver may exceed the forty (40) hour work week due to driving a bus to a state tournament.

**Section 19.14.**

All extra-curricular assignments shall be assigned by seniority.

**Section 19.15.**

Drivers will be made aware of any emergency medical information including, but not limited to, allergies.

**DEFINITION OF TERMS**

**Positions:** Regular Route - Special Education Driver / Midday Route Driver / Substitute Driver / Monitors

**Regular / Special Education Route Driver:**

School Bus/Special Education Drivers are hired by the Mossyrock School District for the primary purpose to transport students to and from school. Special training requirements are required for transporting special needs students.

Drivers interested in taking activity trips may do so providing a driver doesn't exceed DOT Regulations.

**Midday Route Driver:**

School Bus Drivers that are interested are hired by seniority/qualifications to transport students on a regular basis to and from school or regular school program. Primarily used to transport Kindergarten / Special needs / Pre-School to and from school/home.

**Substitute Trip / Route Driver:**

A Substitute Bus Driver is used for the primary purpose to substitute on Regular Routes or on Activity trips when a regular route driver is unavailable due to absence or passes. Such assignments shall be offered by seniority.

**Monitors:**

Monitors assist Special Education Route Drivers in the control and monitoring of Special Needs Students. When the Special Education Route Driver is unavailable to drive, the regular Monitor will serve as the first to substitute drive. The resulting substitute Monitor position shall then be offered first, by seniority, if qualified, to the regular Monitor substitute.

1 **Types of Routes / Trips:**

2  
3 **Regular Route:**

4 A designated course regularly traveled by a school bus designed to transport students to or from  
5 their homes, school, or designated bus stops.  
6

7 **Bus Run:**

8 A complete trip on a route. (To illustrate the difference between a run and a route: it is possible  
9 to have multiple runs on the same route, i.e., one high school, one middle school, and one  
10 elementary run.)  
11

12 **Midday Route:**

13 A Regular Daily Route that occurs between the a.m. and p.m. regular routes. Regular daily  
14 routes pick up and/or deliver Kindergarten/Special Needs or Pre-School students and regular  
15 school program activities.  
16

17 **Supplemental / Activity Runs or Trips:**

18 A run that is not a regular or midday route.  
19

20 **ACTIVITY TRIP COMPENSATION**

21  
22 **Pay:**

23 There is a one (1) hour minimum for all activity trips. All activity trips will be paid at the  
24 driver rate of pay.  
25

26 **Overtime:**

27 When unavoidable, i.e., a trip or assignment that lasts longer than scheduled, the driver will be  
28 paid at the standard overtime rate of one and half times their regular pay for all hours worked  
29 over forty (40) hours per/week. Drivers must make an attempt to let the coach or chaperone on  
30 a trip know that extension of the trip will put them into overtime.  
31

32 **Standby Time:**

33 Non-driving time during an Activity or Field trip shall be paid at the driver's regular rate of  
34 pay.  
35

36 **Overnight Trips:**

37 Overnight trips are paid at a rate of eight (8) hours per/day when a trip involves an overnight  
38 stay. If a trip leaves during a workday, the trip will be paid for actual time on duty.  
39

40 **Food/Lodging:**

41 When lodging is requested by the Transportation Department on an overnight trip, it will be  
42 made in accordance with the needs of drivers to receive a complete eight (8) hours rest.  
43  
44  
45  
46  
47  
48

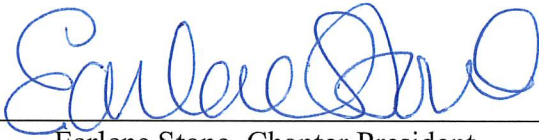



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES  
OF MOSSYROCK

MOSSYROCK SCHOOL DISTRICT NO. 206

BY:   
Earlene Stone, Chapter President

BY:   
Mark Chandler, Superintendent

DATE: 09/01/2024

DATE: 9/1/24

# SCHEDULE A

## Mossyrock School District #206

### September 1, 2024 – August 31, 2025

Position Title	Substitute	Bargaining Unit Substitute 30-Day <sup>1</sup>	Step 1 0-4 Years	Step 2 5-8 Years	Step 3 9-13 Years	Step 4 14-19 Years	Step 5 20+ Years
LEAD CUSTODIAN <sup>2</sup>	\$21.52	\$22.02	\$25.45	\$25.68	\$25.91	\$27.21	\$27.39
CUSTODIAN	\$20.16	\$20.65	\$23.68	\$24.03	\$24.37	\$25.58	\$25.78
GROUNDS MAINTENANCE	\$18.56	\$20.65	\$23.68	\$24.03	\$24.37	\$25.58	\$25.78
PARAEDUCATOR <sup>4,5</sup>	\$17.26	\$18.87	\$20.72	\$21.40	\$22.12	\$23.23	\$24.40
ASSITANT COOK	\$17.26	\$17.26	\$18.95	\$19.17	\$19.39	\$20.36	\$21.38
COOK'S HELPER	\$17.26	\$17.26	\$17.96	\$18.20	\$18.42	\$19.40	\$20.40
ELEMENTARY ADMINISTRATIVE ASSISTANT	\$17.26	\$17.26	\$23.09	\$23.43	\$24.78	\$24.94	\$26.18
HS ADMINISTRATIVE ASSISTANT REGISTRAR	\$17.26	\$17.26	\$23.09	\$23.43	\$24.78	\$24.94	\$26.18
ASB ADMINISTRATIVE ASSISTANT	\$17.26	\$17.26	\$21.61	\$21.90	\$22.15	\$23.26	\$24.43
HS ASST. ADMINISTRATIVE ASSISTANT	\$17.26	\$17.26	\$21.61	\$21.90	\$22.15	\$23.26	\$23.80
RN <sup>3</sup>	\$19.15	\$19.15	\$40.25	\$40.65	\$41.05	\$41.48	\$41.88
LPN <sup>3</sup>	\$17.26	\$17.26	\$32.55	\$32.88	\$33.21	\$33.28	\$33.47
BUS DRIVER	\$21.21	\$21.74	\$24.86	\$25.03	\$25.20	\$26.46	\$26.64
MONITOR	\$17.99	\$18.11	\$18.95	\$19.17	\$19.39	\$20.36	\$21.38
HEALTH ASST.	\$17.26	\$18.87	\$20.72	\$21.40	\$22.12	\$23.23	\$24.40

<sup>1</sup>Bargaining Unit Substitute outlined in Section 1.3 Each January Substitute wage rates will be reviewed and adjusted if necessary. Effective 1/1/24 the minimum wage is \$16.28.

<sup>2</sup>Lead Custodian rate of pay applies only to 80 days of the 260-day work year.

<sup>3</sup>Licensed and EMT credentialed nurse substitutes will receive Step 1 rate.

<sup>4</sup>Paraeducators with additional ELL or Special Education Certificate Add 2% to their rate of pay.

<sup>5</sup>Paraeducators shall receive \$1/hour over current rate of pay if responsibilities include toileting per student IEPs as a part of their regularly scheduled duties.

<sup>6</sup>Pursuant to Section 13.3, employees may receive an added Education Bonus.

<sup>7</sup>If the PSE members current rate of pay exceeds the new step, pay will be grandfathered at their current rate of pay until it catches up to the new Schedule A Steps.

<sup>8</sup>Year 1 will follow this Schedule A. Year 2 of the CBA will include an increase of 2% or IPD, whichever is greater. Year 3 of the CBA will include an increase of 2% or IPD, whichever is greater.

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 MOSSYROCK  
5 CHAPTER #534, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU  
6 LOCAL 1948, AND THE MOSSYROCK SCHOOL DISTRICT #206. THIS AGREEMENT IS ENTERED  
7 INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE  
8 BARGAINING AGREEMENT.  
9

10  
11 THE PARTIES AGREE AS FOLLOWS:  
12

13  
14 WHEREAS the TTK program and classrooms are new to Mossyrock schools; and,  
15

16 WHEREAS toileting and diapering are regular duties for paraeducators working in these classrooms; and,  
17

18 WHEREAS, such duties were not previously negotiated;  
19

20 THEREFORE, the parties agree that any paraeducator assigned to TTK shall receive one dollar (\$1) per  
21 hour in addition to their base pay, for all hours worked in this program.  
22

23 Any back-pay due shall be paid on the next practical paycheck to the employee.  
24

25  
26 This Memorandum of Understanding shall be retroactive to September 1, 2024, and shall remain in effect  
27 until August 31, 2025. The parties shall revisit this agreement prior to its expiration.  
28

29  
30 PUBLIC SCHOOL EMPLOYEES  
31 OF WASHINGTON / SEIU LOCAL 1948  
32

33 MOSSYROCK CHAPTER #534  
34

35  
36 BY: Carla Edgar  
37 Carla Edgar, Chapter President  
38

39  
40 DATE: 11/25/24  
41

MOSSYROCK SCHOOL DISTRICT #206

34  
35  
36 BY: [Signature]  
37 Mark Chandler, Superintendent  
38

39  
40 DATE: 11/25/24  
41

**MEMORANDUM OF UNDERSTANDING**

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MOSSYROCK CHAPTER #534, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE MOSSYROCK SCHOOL DISTRICT #206. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The creation of a new position titled "Transportation Administration Secretary." This position will receive the same rate of pay as the ASB secretary.

A job description is attached to this agreement for reference.

This Memorandum of Understanding shall be retroactive to September 1, 2024, and shall remain in effect until August 31, 2027. The parties shall revisit this agreement prior to its expiration.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU LOCAL 1948

MOSSYROCK CHAPTER #534

BY: Carla Edgar  
Carla Edgar, Chapter President

DATE: 11/25/24

MOSSYROCK SCHOOL DISTRICT #206

BY: Mark Chandler  
Mark Chandler, Superintendent

DATE: 11/25/24