

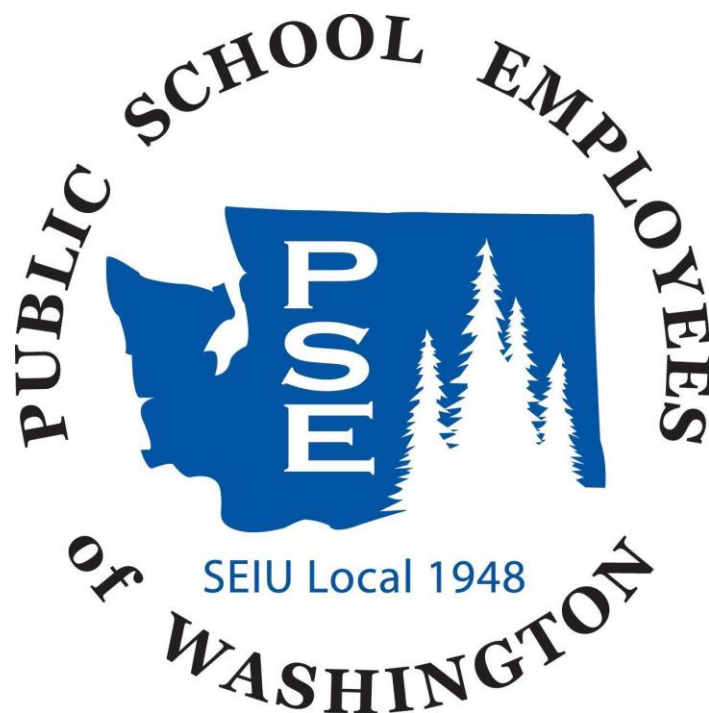
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Mossyrock School District #206**

AND

**Public School Employees of  
Mossyrock**

SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2024



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

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## Table of Contents

	Page
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF EMPLOYEES	2
ARTICLE III RIGHTS OF THE UNION	3
ARTICLE IV UNION REPRESENTATION	5
ARTICLE V EVALUATIONS	5
ARTICLE VI HOURS OF WORK AND OVERTIME	5
ARTICLE VII HOLIDAYS AND VACATIONS	8
ARTICLE VIII LEAVES	10
ARTICLE IX SENIORITY AND LAYOFF PROCEDURES	14
ARTICLE X DISCIPLINE AND DISCHARGE OF EMPLOYEES	15
ARTICLE XI NOTIFICATION TO NON-ANNUAL EMPLOYEES	16
ARTICLE XII INSURANCE AND RETIREMENT	16
ARTICLE XIII STAFF DEVELOPMENT	17
ARTICLE XIV GRIEVANCE PROCEDURE	18
ARTICLE XV INTER-DISTRICT TRANSFER OF PREVIOUS EXPERIENCE	20
ARTICLE XVI SALARIES AND EMPLOYEE COMPENSATION	20
ARTICLE XVII UNION MEMBERSHIP AND CHECKOFF	21
ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS	22
ARTICLE XIX TRANSPORTATION	23
SIGNATURE PAGE	27
SCHEDULE A	28

1 **PREAMBLE**

2  
3 This Agreement is made and entered into between Mossyrock School District Number 206 (hereinafter  
4 "District") and The Public School Employees of Washington/SEIU Local 1948, through its local  
5 affiliate, Public School Employees of Mossyrock (hereinafter "Union"). In consideration of the mutual  
6 covenants contained therein, the parties agree as follows:  
7  
8  
9

10 **ARTICLE I**

11 **RECOGNITION AND COVERAGE OF AGREEMENT**

12  
13  
14 **Section 1.1.**

15 The District hereby recognizes the Union as the exclusive representative for all classified employees  
16 described in Section 1.2 of this Agreement (hereinafter "employees").  
17

18 **Section 1.2.**

19 The bargaining unit to which this Agreement is applicable shall consist of all classified employees,  
20 including the present general job classifications: transportation, paraeducators, professional/technical,  
21 custodian/grounds/maintenance, food service, administrative assistant and all employees performing  
22 the same or similar duties, regardless of classification designation, in positions created during the term  
23 of this Agreement excluding coaches, business manager, business assistant, head cook, transportation  
24 supervisor, director of maintenance/transportation and any other confidential or supervisory employee  
25 whose position may come into existence after the signing of this Agreement.  
26

27 **Section 1.2.1.**

28 Written job descriptions will be provided by the District for all bargaining unit positions.  
29 Subsequently, the District will present all new or modified position descriptions to the Union  
30 with a proposed pay rate prior to posting. If the Union does not respond within seven (7)  
31 working days from receipt and there is a vacancy, the position may be posted and filled as per  
32 the District's determination. Any changes subsequently negotiated will be effective upon  
33 mutual agreement.  
34

35 **Section 1.3.**

36 A substitute employee is employed on an intermittent basis to fill a position when a regular employee  
37 is absent or to augment the work force on a short-term basis. Substitute employees working more than  
38 thirty (30) shifts during any single fiscal year and substitutes who have met this standard during the  
39 preceding year shall be considered regular part-time employees for all purposes of this Agreement, and  
40 such status may not be lost unless the employee separates from employment in accordance with the  
41 provisions of this Agreement, or is a voluntary quit. When openings occur, the District may give  
42 consideration by seniority to current substitutes when filling positions.  
43

44 **Section 1.3.1.**

45 The only provisions of this agreement which shall apply to substitute employees are Article I  
46 (Recognition and Coverage of Agreement), Section 6.3 (Meal Periods – Rest Periods), Article  
47 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 may be requested, but not required, to find a substitute 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



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

6  
7 **Section 2.5.1.**

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

10  
11 **Section 2.5.2.**

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

15  
16 **Section 2.6.**

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

19  
20 **Section 2.7.**

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

25  
26 **Section 2.8.**

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

32  
33 If an employee submits documentation authorizing a medical exemption from a required  
34 immunization, they may be provided the opportunity to work off-site if their work is portable, or if  
35 they choose not to work, shall be entitled to utilize any paid or unpaid leave options available.

36  
37  
38 **ARTICLE III**

39  
40 **RIGHTS OF THE UNION**

41  
42  
43 **Section 3.1.**

44 The Union has the right and responsibility to represent the interests of all employees; to present its  
45 views to the District on matters of concern, either orally or in writing, and to enter collective  
46 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 the President of the Union, the names of all employees in the unit  
8 who have had dues deducted. The District shall provide annually, and at other times by request, to the  
9 President of the Union, the following information regarding each employee in the bargaining unit: full  
10 name, address, phone number, personal and work email address, worksite and classification, date of  
11 hire, and rate of pay. The same information will be provided to the Union at the time of hire of each  
12 newly hired employee. The District shall provide a seniority list when requested by the President.

13  
14 **Section 3.3.1. Union Access to New Bargaining Unit Employees.**

15 The Union will be provided with thirty minutes of paid time to meet with each newly hired  
16 bargaining unit member within one week of hire. Paid time will be provided to both the Union  
17 representative as well as the new employee. Additionally, the Union will be provided with 30  
18 minutes to meet with each newly hired bargaining unit member prior to the completion of the  
19 newly hired bargaining unit member's probationary period. Paid time will be provided to both  
20 the Union representative as well as the new employee.

21  
22 **Section 3.4.**

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

26  
27 **Section 3.5. School Facilities and Equipment Use.**

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

31  
32 **Section 3.6. Meeting Sites.**

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

34  
35 **Section 3.7. Bulletin Boards.**

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

38  
39 **Section 3.8. Intra-District Communication Services.**

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

43  
44 **Section 3.9. Work Year Calendar.**

45 The Union shall be given an opportunity to provide input regarding the work year calendar.  
46  
47  
48



1 **Section 3.10. Participation in Hiring.**

2 At least one bargaining unit member, within the relevant program, will participate in all interview  
3 committees.  
4  
5

6  
7 **ARTICLE IV**

8  
9 **UNION REPRESENTATION**  
10

11 **Section 4.1.**

12 The Union will designate a Conference Committee of three (3) members who will meet with the  
13 Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular  
14 basis to informally discuss appropriate matters. These meetings shall not be construed as negotiating  
15 sessions.  
16

17 **Section 4.2.**

18 Union officials will be released with pay to conduct Union business with the District when such  
19 transactions occur during the officials' regular shift. The Union will pay the cost of substitutes if used.  
20 Such release time will be in addition to any other release time described in this Agreement.  
21  
22

23  
24 **ARTICLE V**

25 **EVALUATIONS**  
26

27  
28 **Section 5.1.**

29 Each employee's performance shall be evaluated annually by the employee's immediate supervisor.  
30 Bargaining unit members will not administer such evaluations, with the exception of driver trainers,  
31 who may evaluate driving skills only. Performance evaluations shall fairly and accurately reflect each  
32 employee's actual duty performance. The content of evaluations is not grievable, however an employee  
33 may append his/her views to the evaluation. Evaluations will not be subject to the grievance procedure  
34 unless they are part of discipline, discharge or an improvement plan. In such cases, the underlying  
35 evaluation supporting the actions, together with any rebuttals attached, shall be considered along with  
36 all other evidence in the matter.  
37  
38

39  
40 **ARTICLE VI**

41  
42 **HOURS OF WORK AND OVERTIME**  
43

44 **Section 6.1.**

45 The workweek shall consist of five (5) consecutive days, followed by two (2) consecutive days of rest.  
46 Employees working 260 days per year may request to work four (4) consecutive days followed by  
47 three (3) consecutive days of rest during summer, winter, and spring breaks.  
48

1 **Section 6.2.**

2 Each employee with the exception of groundskeeper shall be assigned to a definite and regular shift  
3 and workweek, which shall not be changed without mutual consent or fourteen (14) calendar days  
4 notice. An exception would be due to emergencies, illness or when school is closed due to weather,  
5 power outage, etc.  
6

7 **Section 6.2.1.**

8 In the event of an unusual school closure due to inclement weather, plant inoperation, or the  
9 like, the District will make every effort to notify each employee to refrain from coming to  
10 work. Employees who are not notified and report to work shall receive a minimum of two (2)  
11 hours pay at regular rate in the event of such a closure.  
12

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

- 14
- 15 A. Employees working five or more hours per day shall be allowed an unpaid meal period of at least  
16 thirty (30) minutes which commences not less than two (2) hours nor more than five (5) hours from  
17 the beginning of the shift. Meal periods shall be paid when the employee is required by the  
18 Employer to remain on duty on the premises or at a prescribed work site, or when meal periods are  
19 frequently interrupted to undertake the Employer's business.  
20
- 21 B. Employees working three (3) or more hours longer than an eight (8) hour day shall be allowed at  
22 least one 30-minute unpaid meal period prior to or during the overtime period.  
23
- 24 C. Employees shall be allowed a rest period of not less than ten (10) minutes, on the Employer's time,  
25 for each four (4) hours of work time. Rest periods shall be scheduled as near as possible to the  
26 midpoint of the work period. No employee shall be required to work more than three (3) hours  
27 without a rest period.  
28
- 29 D. Where the nature of the work allows employees to take intermittent rest periods equivalent to  
30 fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.  
31

32 **Section 6.4.**

33 Employees required to work through their regular lunch periods will be given time to eat at a time  
34 agreed upon by the employee and supervisor. In the event the District requires an employee to forego  
35 a lunch period and the employee works the entire shift, including the lunch period, the employee shall  
36 be compensated for the foregone lunch period.  
37

38 **Section 6.5.**

39 Employees requested to assume the duties of a higher classification employee shall be compensated at  
40 the first step of the higher classification which is higher than his/her normal wage.  
41

42 **Section 6.6. Added work.**

43 Added work assignments shall normally be offered in accordance with the following criteria:  
44

- 45 1) The District will endeavor to avoid assignments which would cause the employee to exceed 40  
46 hours per week;  
47 2) The District will offer the work to the employee who holds the position for which overtime is  
48 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 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.

**ARTICLE VII**

**HOLIDAYS AND VACATIONS**

**Section 7.1. Holidays.**

All 12-month 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. Thanksgiving Day
2. Day after Thanksgiving
3. Day before Christmas
4. Christmas Day
5. New Year's Day
6. Veterans' Day
7. Martin Luther King Day
8. Presidents' Day
9. Memorial Day



1 **Section 7.1.1. Unworked Holidays.**

2 Eligible employees who are on the active payroll, and have worked or were on approved  
3 compensated leave either their last scheduled shift preceding the holiday or their first scheduled  
4 shift succeeding the holiday, shall be compensated for such unworked holiday.  
5

6 **Section 7.1.2. Worked Holidays.**

7 Employees who are required to work on the above described holidays shall receive the pay due  
8 them for the holiday, plus one and one-half times their regular rate for all hours worked on such  
9 holidays. Employees not eligible for holiday pay shall receive one and one-half times their  
10 regular rate for hours they are required to work on a holiday.  
11

12 **Section 7.1.3. Holidays During Vacation.**

13 Should a holiday occur while an employee is on vacation, the employee’s vacation entitlement  
14 shall not be charged for the holiday.  
15

16 **Section 7.1.4. Holidays On Weekends.**

17 A holiday which falls on a Sunday shall be treated as falling on the next workday. A holiday  
18 which falls on a Saturday shall be treated as falling on the nearest preceding workday.  
19

20 **Section 7.1.5.**

21 The school district will allow less than twelve-month employees to take two (2) unpaid  
22 holidays per calendar year for a reason of faith or conscience or an organized activity  
23 conducted under the auspices of a religious denomination, church, or religious organization;  
24 provided, that the employee’s absence would not impose an undue hardship on the District.  
25

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

27 Between the observed “Day after Christmas” holiday and scheduled Spring Break a Mid-  
28 Winter Break of up to 2 and ½ unpaid days shall be observed, depending on snow day make up  
29 needs. The District shall notify employees the dates for Mid-Winter Break once they are  
30 determined.  
31

32 **Section 7.2. Vacations.**

33 Twelve (12) month employees subject to this agreement shall be credited with vacation. Such vacation  
34 shall be earned, vested at the end of each year of service and used as designated in this Article. Years  
35 of service will be determined on the employee’s anniversary date from year to year.  
36

37 **Section 7.2.1.**

- 38 1 – 5 years of service = 10 days vacation
- 39 6 – 10 years of service = 15 days vacation
- 40 11 – 20 years of service = 20 days vacation
- 41 21 or more years of service = 25 days vacation
- 42

43 **Section 7.2.1.1.**

44 In computing the total vacation credit for any period of service, part of an hour will be  
45 disregarded if less than one-half (1/2) hour; otherwise, it will be counted as a full hour.  
46



1 **Section 7.2.2.**

2 All hours worked will be counted in the computation of vacation credit, and hours worked at  
3 overtime rates shall be counted as straight-time hours in such computation. For every regular  
4 workday from which an employee is absent due to a holiday or compensated leave, the hours of  
5 the employee's normal work shift shall be credited as if worked.  
6

7 **Section 7.2.3.**

8 Any vacation credit currently due but unused by the new accrual date each year may be carried  
9 over for one (1) year following the accrual date. Denial of an employee's request to take  
10 accrued vacation automatically extends the accrual period for the requested vacation for an  
11 additional year. No employee shall be denied accrued vacation benefits due to District  
12 employment needs. A maximum of thirty (30) days unused entitlement may be cashed out at  
13 retirement.  
14  
15  
16

17 **ARTICLE VIII**

18 **LEAVES**

19 **Section 8.1. Sick Leave.**

20 **Section 8.1.1.**

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

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

40 In January of the year following any year in which a minimum of sixty (60) days of leave for  
41 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
42 option to receive remuneration for unused leave for illness or injury accumulated in the  
43 previous year at a rate equal to one (1) day's monetary compensation of the employee for each  
44 four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which  
45 compensation has been received shall be deducted from accrued leave at the rate of four (4)  
46 days for every one (1) day of monetary compensation.  
47



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

7  
8 **Section 8.1.2.1. VEBA Leave Cash Out.**

9 The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement  
10 Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to  
11 the Plan on behalf of all employees in the Union who are eligible to participate in the  
12 Plan. An employee shall be deemed eligible if he/she has separated from the District  
13 pursuant to the provisions of RCW 28A.400.210 and if the Union has made an  
14 irrevocable election to choose the VEBA plan instead of cash remuneration for the  
15 calendar year during which he/she separates from employment. (Should the Union not  
16 make such election, remuneration will be in cash.) Contributions on behalf of each  
17 eligible employee shall be based on the cash out value of leave days or hours accrued by  
18 such employee available for contribution in accordance with statute and District policy  
19 or procedure. For sick leave cash outs, it is understood that all eligible employees will  
20 be required to sign and submit to the District a hold harmless agreement complying with  
21 RCW 28A.400.210. If an eligible employee fails to sign and submit such agreement to  
22 the District, he/she will not be permitted to participate in the Plan and all sick leave  
23 which would otherwise accrue to the employee shall be forfeited together with all cash-  
24 conversion rights that pertain to such sick leave.

25  
26 **Section 8.1.3.**

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

36  
37 **Section 8.1.4.**

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

41  
42 **Section 8.1.5. State Family Care Act.**

43 An employee shall be eligible to utilize a choice of accrued sick leave or other paid leave to  
44 care for a family member who meets the definition according to the current RCW for the State  
45 Family Care Act. A reference page for current leave laws is attached to this document as a  
46 reference.  
47

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

3  
4 **Section 8.1.6.**

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

7  
8 **Section 8.2. Bereavement Leave.**

9 Employees shall be granted bereavement leave as follows: Three days will be granted for an absence  
10 due to the death of the employee's spouse, child, step-child, parent, step-parent, grandparent, sibling,  
11 step-sibling, aunt, uncle, niece or nephew or for the employee's spouse's parent, step-parent, sibling, or  
12 step-sibling. In cases where extensive travel is involved, the Superintendent may grant two additional  
13 days of bereavement leave. Bereavement leave is noncumulative and shall not be deducted from sick  
14 leave. Leave needed to attend the funeral of any other person with close personal ties will be  
15 considered under emergency leave.

16  
17 **Section 8.3. Personal Leave.**

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

22  
23 Bargaining unit members that work 260 days are entitled to one additional personal leave day for a  
24 total of three (3) each year.

25  
26 **Section 8.3.1. Cash-out.**

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

29  
30 **Section 8.4. Pregnancy and Childbirth.**

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

35  
36 **Section 8.4.1. Paternal Leave.**

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

39  
40 **Section 8.5. Federal Family Medical Leave (FMLA).**

41 The District will provide Family Medical leave in compliance with applicable law. Employees are  
42 required to use accrued paid leave benefits while on family medical leave. Once such paid leave  
43 benefits are exhausted, the remainder of the leave will be unpaid.

44  
45 **Section 8.6. Judicial Leave.**

46 In the event an employee is summoned to serve as a juror, or appear as a witness in court or any other  
47 contested proceeding involving the District, or is named as a codefendant with the District, such  
48 employee shall receive a normal day's pay for each day of required presence; provided, however, that



1 any compensation received for such service shall be paid to the District. Such repayment shall not  
2 exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a  
3 party in a court action, such employee may request a leave of absence without pay.  
4

### 5 **Section 8.7. Leave of Absence.**

#### 6 **Section 8.7.1.**

7 If a leave of absence is requested due to an industrial accident or industrial illness, it shall be  
8 granted for a period of up to one (1) year. An employee may be granted a leave of absence for  
9 other reasons for a period not to exceed one (1) year upon recommendation of the immediate  
10 supervisor through administrative channels to the Superintendent and upon approval of the  
11 Board of Directors. If either of the above leave is granted due to an extended illness or injury,  
12 one (1) additional year may be granted at the discretion of the District.  
13

#### 14 **Section 8.7.2.**

15 The returning employee will be assigned to the position occupied before the leave of absence,  
16 or if the position is not available in the District, to a position substantially equal. Employees  
17 hired to fill positions of employees on leave of absence will be informed of this provision by  
18 the District and shall be subject to all provisions of this Agreement. The return of the regular  
19 employee shall conclusively establish justifiable cause for the layoff of the temporary  
20 employee.  
21

#### 22 **Section 8.7.3.**

23 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
24 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
25 the employee is on leave of absence.  
26

#### 27 **Section 8.7.4. Employee's Right to Return to Work.**

28 An employee who is on leave due to an industrial injury or illness shall be able to return to  
29 work with a one (1) day notice to the District. An employee released for light duty may be  
30 provided light duty work.  
31

### 32 **Section 8.8. Military Leave.**

33 Every employee who is a member of the Washington National Guard or of the Army, Navy, Air Force,  
34 Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed  
35 forces of the United States shall be entitled to and shall be granted military leave of absence as  
36 required by law.  
37

### 38 **Section 8.9. Emergency Leave.**

39 Employees may be granted two (2) days of emergency leave each year. This leave is non-cumulative  
40 and will be taken from accrued sick leave or compensatory time. Emergency leave may be taken in  
41 case of emergencies as defined in the following:  
42

- 43 1. The problem must have been suddenly precipitated, must be of such a nature that pre-planning  
44 is not possible or where pre-planning could not relieve the necessity for the person's absence.  
45
- 46 2. The problem cannot be one of minor importance or of mere convenience but must be of a  
47 serious nature.  
48

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## ARTICLE IX

### SENIORITY AND LAYOFF PROCEDURES

#### **Section 9.1.**

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

#### **Section 9.1.1.**

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.

#### **Section 9.2.**

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 Union President.

#### **Section 9.3.**

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

#### **Section 9.3.1.**

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

#### **Section 9.3.2.**

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

#### **Section 9.4.**

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

#### **Section 9.5.**

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



1 **Section 9.5.1.**

2 Employees who have changed positions or route assignments will have five (5) work days in  
3 which they may voluntarily change back to their previous position or route. If the change  
4 affects other employees due to “bumping” then all impacted employees will change at the same  
5 time.  
6

7 **Section 9.6.**

8 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
9 District according to layoff ranking. Such employees are to have priority by seniority over applicants  
10 from outside the district in filling an opening in any classification held by the employee prior to layoff;  
11 provided the employee meets current qualifications. Names shall remain on the reemployment list for  
12 two (2) years, subject to the further requirements of this Article.  
13

14 **Section 9.7.**

15 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
16 and shall thereafter promptly advise the District in writing of any change of address.  
17

18 **Section 9.8.**

19 An employee shall forfeit rights to reemployment as provided in Section 9.6 if the employee does not  
20 comply with the requirements of Section 9.7, or if the employee does not accept the offer of  
21 reemployment within ten (10) days of notification.  
22

23 **Section 9.9.**

24 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other  
25 accrued benefits; provided, that such employee is offered a position substantially similar to any  
26 position held prior to layoff.  
27

28  
29  
30 **ARTICLE X**

31 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

32  
33  
34 **Section 10.1.**

35 The District shall have the right to discipline or discharge an employee for justifiable cause. Any  
36 disciplinary action shall be appropriate to the conduct of the employee. In disciplining any employee,  
37 the District shall be guided by the concept of progressive discipline. If the District has reason to  
38 discipline or discharge an employee, it shall endeavor to cause the employee as little embarrassment as  
39 feasible.  
40  
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48



1 **ARTICLE XI**

2 **NOTIFICATION TO NON-ANNUAL EMPLOYEES**

3  
4  
5 **Section 11.1.**

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

8  
9 **Section 11.2.**

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

12  
13 **Section 11.3.**

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

16  
17  
18 **ARTICLE XII**

19 **INSURANCE AND RETIREMENT**

20  
21  
22  
23 **Section 12.1.**

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

26  
27 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide  
28 funding for all bargaining unit members and their dependents as required by State law, the State  
29 Operating Budget, and the School Employee’s Benefit Board (SEBB). Inclusive of employer funding  
30 will be payment of the retiree carve-out for all eligible employees.

31  
32 The District shall pay each classified employee’s Insurance benefit to the extent of the state’s benefit  
33 funding. Additional insurance costs will be assumed by the individual employee.

34  
35 The employer agrees to provide timely information about SEBB insurance plans to eligible employees  
36 during the school year (as required or recommended by SEBB) and at each open enrollment period.

37  
38 **Section 12.2.**

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

45  
46 **Section 12.3.**

47 The District shall remit required contributions to the co-op for Industrial Insurance on behalf of all  
48 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 thirty (30)  
41 calendar days of the occurrence or when occurrence reasonably should have been known of,  
42 shall 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:  
48



- 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.





1 **Section 16.3.**

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

4  
5 **Section 16.4. Employee Business Expenses.**

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

9  
10 Mileage, at the IRS business mileage rate, for travel between work sites via private vehicle, or during  
11 travel via private vehicle while on District business when a district vehicle is not available;

12  
13 Lodging while on District business;

14  
15 Meals, at the District established rate, while on District business which requires that the employee  
16 remain on duty during normal meal periods outside the employee's regularly scheduled shift, including  
17 transportation department work assignments;

18  
19 Other authorized business expenses as appropriate.

20  
21 **Section 16.4.1.**

22 Bus drivers will be reimbursed by the District for up to one-hundred seventy-five dollars  
23 (\$175.00) for a required DOT physical.

24  
25 **Section 16.4.2.**

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

28  
29  
30 **ARTICLE XVII**

31  
32 **UNION MEMBERSHIP AND CHECKOFF**

33  
34  
35 **Section 17.1.**

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

39  
40 **Section 17.2.**

41 The District agrees to accept dues authorizations via paper form or by E-signature in accordance with  
42 “E-SIGN”. PSE will provide a list of those members who have agreed to union membership via either  
43 of the above methods.

44  
45 The PSE state office will be the custodian of the records related to dues authorizations and they agree  
46 that, as the custodian of the records, they have the responsibility to ensure the accuracy and safe-  
47 keeping of those records.





1 **Section 17.3. Checkoff.**

2 Upon written authorization of any public employee within the bargaining unit, the District shall deduct  
3 from the pay of such public employee the monthly amount of dues, certified by the secretary of the  
4 Public School Employees of Washington / SEIU Local 1948 (PSE / SEIU 1948) and shall transmit the  
5 same to the treasurer of PSE / SEIU 1948. Upon authorization, the District shall deduct local dues as  
6 established by the local PSE / SEIU Local 1948 chapter and remit the same to the treasurer of the local  
7 PSE / SEIU Local 1948 chapter.

8  
9 **Section 17.4. Committee on Political Empowerment.**

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

16  
17 **Section 17.5. Hold Harmless.**

18 The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders  
19 and/or judgments against the District on account of any checkoff of Association dues or voluntary  
20 political contributions.

21  
22  
23  
24 **ARTICLE XVIII**

25 **TERM AND SEPARABILITY OF PROVISIONS**

26  
27  
28 **Section 18.1.**

29 The term of this Agreement shall be September 1, 2021 through August 31, 2024.

30  
31 **Section 18.2.**

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

34  
35 **Section 18.3.**

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

39  
40 The attached Schedule A shall be used for the 2021-2022 and 2022-2023 school year. For the 2023-  
41 2024 school year Schedule A rates shall be increased by 1.7% or the state identified IPD, whichever  
42 amount is greater.

43  
44 **Section 18.3.1.**

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







1 trips and/or other short notice supplemental trips will be assigned at the discretion of the  
2 district.

3  
4 For each junior high and high school sport, once a driver chooses a sport season, he/she is  
5 guaranteed a trip for all regularly scheduled games during the regular season.

6  
7 **Section 19.3.**

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

9  
10 **Section 19.4. Seasonal Sport Activity Trips.**

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

14  
15 **Section 19.5. Cancellations.**

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

19  
20 If the employee's regular assignment has not already begun, he/she may choose to work it. Otherwise,  
21 if the employee takes the report pay, the supervisor may require the employee to work during this two  
22 (2) hour paid time.

23  
24 **Section 19.6. Duty Call.**

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

28  
29 **Section 19.7. Staff Meetings.**

30 The Transportation Supervisor will have one (1) meeting a month with drivers for information and  
31 training purposes. These meetings will occur September through June. Compensation will be paid at  
32 para educator wage, first (1) year experience column, for a minimum of one (1) hour per meeting.

33  
34 **Section 19.8.**

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

37  
38 **Section 19.9.**

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

41  
42 **Section 19.10.**

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

1 **Section 19.11.**

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

4  
5 **Section 19.12.**

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

7  
8 **Section 19.13.**

9 All extra-curricular assignments shall be assigned by seniority.

10  
11 **Section 19.14.**

12 Drivers will be made aware of any emergency medical information included on student ID cards.

13  
14 **DEFINITION OF TERMS**

15  
16 **Positions:** Regular Route - Special Education Driver / Midday Route Driver / Substitute Driver /  
17 Monitors

18  
19 **Regular / Special Education Route Driver:**

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

23  
24 Drivers interested in taking activity trips may do so providing a driver doesn't exceed DOT  
25 Regulations.

26  
27 **Midday Route Driver:**

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

31  
32 **Substitute Trip / Route Driver:**

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

36  
37 **Monitors:**

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

42  
43 **Types of Routes / Trips:**

44  
45 **Regular Route:**

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

1 **Bus Run:**

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

5  
6 **Midday Route:**

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

10  
11 **Supplemental / Activity Runs or Trips:**

12 A run that is not a regular or midday route.

13  
14 **ACTIVITY TRIP COMPENSATION**

15  
16 **Pay:**

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

19  
20 **Overtime:**

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

25  
26 **Standby Time:**

27 Non-driving time during an Activity or Field trip shall be paid at the driver’s regular rate of  
28 pay.

29  
30 **Overnight Trips:**

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

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34 **Food/Lodging:**

35 When lodging is requested by the Transportation Department on an overnight trip, it will be  
36 made in accordance with the needs of drivers to receive a complete eight (8) hours rest.

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## SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES  
OF MOSSYROCK

MOSSYROCK SCHOOL DISTRICT NO. 206

BY: Tammy K. Matthew BY: Larry J. Markuson  
Tammy Matthew, Chapter President Larry Markuson, Superintendent

DATE: November 9, 2021 DATE: 11-9-21



**SCHEDULE A**  
**Mossyrock School District #206**  
**September 1, 2021 – August 31, 2022**

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>	\$18.91	\$19.35	\$22.37	\$22.57	\$22.77	\$23.91	\$24.08
Custodian	\$17.71	\$18.15	\$20.81	\$21.12	\$21.42	\$22.49	\$22.66
Grounds Maintenance	\$17.71	\$18.15	\$20.81	\$21.12	\$21.42	\$22.49	\$22.66
Paraeducator <sup>4,5</sup>	\$16.32	\$16.58	\$18.21	\$18.81	\$19.44	\$20.42	\$21.44
Assistant Cook	\$14.79	\$14.79	\$16.65	\$16.85	\$17.04	\$17.90	\$18.79
Cook's Helper	\$14.79	\$14.79	\$14.92	\$15.30	\$16.07	\$16.43	\$16.80
Elementary Administrative Assistant	\$14.79	\$14.79	\$20.29	\$20.59	\$20.87	\$21.92	\$23.01
Secondary Administrative Assistant (Registrar)	\$14.79	\$14.79	\$20.29	\$20.59	\$20.87	\$21.92	\$23.01
ASB Administrative Assistant	\$14.79	\$14.79	\$18.99	\$19.25	\$19.47	\$20.45	\$21.47
HS Asst. Administrative Assistant	\$14.79	\$14.79	\$18.99	\$19.25	\$19.47	\$20.45	\$20.91
Nurse (RN) <sup>3</sup>	\$16.83	\$16.83	\$35.37	\$35.73	\$36.08	\$36.45	\$36.81
Nurse (LPN) <sup>3</sup>	\$14.79	\$14.79	\$28.61	\$28.90	\$29.19	\$29.25	\$29.41
Bus Driver	\$18.64	\$19.10	\$21.85	\$22.00	\$22.15	\$23.25	\$23.42
Monitor	\$15.81	\$15.91	\$16.65	\$16.85	\$17.04	\$17.90	\$18.79

<sup>1</sup>Bargaining Unit Substitute outlined in Section 1.3 Each January Substitute wage rates will be reviewed and adjusted if necessary. Effective 1/1/21 the minimum wage is \$13.69.

<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 and Year 2 will follow this Schedule A. Year 3 of the CBA will include an increase of 1.7% or IPD, whichever is greater.

