

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**NACHES VALLEY SCHOOL DISTRICT #JT3**

AND

**PUBLIC SCHOOL EMPLOYEES OF NACHES VALLEY**

SEPTEMBER 1, 2023 – AUGUST 31, 2025



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

**P.O. Box 798**

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**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**Section 2.1.**

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

**Section 2.2.**

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

**ARTICLE III**

**RIGHTS OF THE EMPLOYEES**

**Section 3.1.**

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

**Section 3.2.**

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

**Section 3.3.**

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



1           **Section 3.3.1.**

2           When asked to a meeting, the employee has the right to ask and be told the subject matter of the  
3           meeting. If the employee reasonably believes that the meeting might result in disciplinary  
4           action other than to give notice of concern/counseling, she/she may request Association  
5           representation.  
6

7           **Section 3.4.**

8           Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
9           exclusive of compensation for services rendered to appropriate officials of the Association.  
10

11          **Section 3.5.**

12          Neither the District, nor the Association, shall discriminate against any employee subject to this  
13          Agreement on the basis of race, creed, color, sex, religion, age, or marital status or because of a  
14          physical handicap with respect to a position, the duties of which may be performed efficiently by an  
15          individual without danger to the health or safety of the physically handicapped person or others.  
16

17          **Section 3.6. Personnel Files.**

- 18           A. Employees or former employees shall, upon request, have the right to inspect all contents of  
19           their complete personnel file kept within the District as well as non-confidential employment  
20           references leaving the District. Anyone, at the employee's request, may be present during this  
21           review. Upon request, a copy of any documents contained therein shall be afforded an  
22           employee at no cost. More than one (1) copy will be at cost.  
23
- 24           B. No secret, alternate, or other official personnel file shall be kept anywhere in the District except  
25           supervisors may keep a working file containing observation and evaluation information and  
26           employee discipline. Employees shall, upon request, have the right to inspect all contents of the  
27           working file. A separate file for processed grievances, if any, shall be kept apart from the  
28           employee's personnel file. No personnel or working files shall be kept only on computer by the  
29           District.  
30
- 31           C. Any derogatory material/complaint not shown to an employee within ten (10) days after receipt  
32           or composition shall not be allowed as evidence in any grievance or in any disciplinary action  
33           against such employee.  
34
- 35           D. No evaluation, correspondence, or other material making derogatory reference to an employee's  
36           competence, character, or manner shall be kept or placed in the personnel file without the  
37           employee's knowledge and exclusive right to attach his/her own written contents.  
38
- 39           E. All information forming the basis of any reprimand, warning, discipline, or adverse effect shall  
40           be limited to matters and events occurring during the previous three (3) years and shall then be  
41           expunged from the personnel file and the working file upon the employee's request.  
42
- 43           F. Confidential medical information will be kept in separate, confidential medical files, which will  
44           be maintained in a secure location with limited access consistent with applicable laws.  
45  
46  
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48



1 **Section 3.7.**

2 Pursuant to RCW 28A.210.330 (2)(a) employees have the right to choose not to volunteer as “parent-  
3 designated adult” to assist in treatment of students with diabetes and shall not receive any reprisal or  
4 disciplinary action for refusing to volunteer.

5  
6 **Section 3.7.1.**

7 Employees that do volunteer as “parent-designated adults” as defined in RCW 28A.210.330 (2)  
8 (a) shall receive any and all required training at the employer’s expense prior to duties being  
9 assigned.

10  
11 **Section 3.7.2.**

12 All injections that are not auto injectors required by students will be performed by nursing staff  
13 or “parent-designated adults” for Student. Training for auto injectors shall be provided at the  
14 beginning of each school year.

15  
16 **Section 3.7.3.**

17 Employees who administer student catheterization services shall be provided the training. If the  
18 job posting and description that the employee was hired under does not include providing  
19 catheterization services, they shall have the right of refusal as described under RCW  
20 28A.210.280.

21  
22 **Section 3.8. Applicability of Public Disclosure Laws.**

23 Nothing in this Agreement precludes the District from providing documents in accordance with public  
24 disclosure laws. The District will notify the employee prior to the release of any requested  
25 document(s). Employees shall have four (4) business days to notify the District if they plan to file an  
26 injunction blocking the request.

27  
28 **ARTICLE IV**

29  
30 **RIGHTS OF THE ASSOCIATION**

31  
32 **Section 4.1.**

33 The Association has the right and responsibility to represent the interests of all employees in the unit;  
34 to present its views to the District on matters of concern, either orally or in writing; to consult or to be  
35 consulted with respect to the formulation, development, and implementation of industrial relations  
36 matters and practices which are within the authority of the District; and to enter collective negotiations  
37 with the object of reaching an agreement applicable to all employees within the bargaining unit.  
38

39  
40 **Section 4.2.**

41 The Association reserves and retains the right to delegate any right or duty contained herein to  
42 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State  
43 Organization.  
44

45 **Section 4.3. Access to New Employees of the Bargaining Unit.**

46 The District shall provide Public School Employees of Washington/SEIU Local 1948 (PSE) reasonable  
47 access to new employees of the bargaining unit for the purposes of presenting information about PSE  
48 to the new employee. “Reasonable access” for the purposes of this Article means the access to the new



1 employee occurs within one (1) calendar week of the employee's start date within the bargaining unit;  
2 the access is for no less than thirty (30) minutes; and the access occurs during the new employee's  
3 regular work hours at the employee's regular worksite, or at a location mutually agreed to by the  
4 District and PSE.

5  
6 **Section 4.4. Association Leave.**

7 The President of the Association and designated representatives will be provided time off without loss  
8 of pay to a maximum of ten (10) days per year to attend regional or state meetings when the purpose of  
9 those meetings is in the best interests of the District as determined by the District administration. This  
10 leave shall be for a total of ten (10) days and shall not be interpreted to mean that the ten (10) days may  
11 apply to each representative including the President.

12  
13 **Section 4.5. New Employee Orientations.**

14 The District shall provide Public School Employees of Washington/SEIU Local 1948 (PSE) at least ten  
15 (10) days' notice of any New Employee Orientation, and within forty-eight (48) hours in advance of  
16 the orientation shall provide an electronic list of expected participants. The District shall provide PSE  
17 no less than thirty (30) minutes to make a presentation during each New Employee Orientation.  
18 Employer representatives shall not be present during PSE's presentation. Public School Employees of  
19 Washington/SEIU Local 1948 (PSE) shall have the right to distribute materials, such as PSE new hire  
20 packets, at the Orientation. The District shall grant adequate release time to the Association President  
21 or designee to travel to and participate in all New Employee Orientations.

22  
23 In the event that the District does not hold a New Employee Orientation or for employees who do not  
24 attend such an orientation, the District shall provide the Association reasonable access to new  
25 employees of the bargaining unit for the purposes of presenting information about Public School  
26 Employees of Washington/SEIU Local 1948 (PSE) to the new employee. Such access shall occur for  
27 no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours  
28 at the employee's regular worksite, or at a location mutually agreed to by the District and the  
29 Association. The District shall grant adequate release time to the Association President or designee to  
30 travel to and participate in all such meetings with new bargaining unit employees.

31  
32 **Section 4.6. New Hire Notification.**

33 Within twenty-one (21) business days from a new employee's hire date, the District will provide to  
34 [membership@pseofwa.org](mailto:membership@pseofwa.org) and the Chapter President electronically in excel (xlsx) format the  
35 following information if contained in the District's records: name, cellular, home, and work telephone  
36 numbers, personal and work emails, position, work location, home address or personal mailing  
37 address, current rate of pay and hire date.

38  
39 **Section 4.7. Member Lists.**

40 Two (2) times annually in the month of March and November, the District shall provide Public School  
41 Employees of Washington/SEIU Local 1948 (PSE) in an .XLSX digital file format to the Association  
42 President or designee and [membership@pseofwa.org](mailto:membership@pseofwa.org) all employees covered under PSE collective  
43 bargaining unit their information retained in the employers records to the Union. The information will  
44 include:

- 45  
46 • The employee's name and date of hire and if a change in position the new position start date.
- 47
- 48

- 1 • The employee's contact information, including:
  - 2 ○ Cellular, home, and work telephone numbers.
  - 3 ○ Work and personal email addresses; and
  - 4 ○ Home address or personal mailing address.
  - 5 ○ The employee's job title Employee ID or unique identifier
- 6
- 7 • Annual salary for contracted work performed under the Collective Bargaining Agreement.
  - 8 ○ Rate of pay for contracted work performed under Collective Bargaining Agreement.
  - 9 ○ Enhancements or stipends received by the employee.
  - 10 ○ Contracted days for work performed under Collective Bargaining Agreement.
  - 11 ○ Continuing position “yes or no”
  - 12 ○ Primary work site location or duty station.

13

14 Personnel Action list will be sent electronically to the Association President and  
 15 [membership@pseofwa.org](mailto:membership@pseofwa.org) after each meeting of the Board of Directors.

16

17 **Section 4.8.**  
 18 Representatives of the Association, upon making their presence known to the District, shall have  
 19 access to the District premises during business hours, provided that no conferences or meetings  
 20 between employees and Association representatives will in any way hamper or obstruct the normal  
 21 flow of work.

22

23 **Section 4.9. Bulletin Boards.**  
 24 The District shall provide a bulletin board space in each school for the use of the Association. The  
 25 bulletins posted by the Association are the responsibility of the officials of the Association. Each  
 26 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or  
 27 bulletins may not be posted. Employees shall have access to inter-district mail and e-mail.

28

29 **Section 4.9.1.**  
 30 The responsibility for the prompt removal of notices from the bulletin boards after they have  
 31 served their purpose shall rest with the individual who posted such notices.

32

33

34 **ARTICLE V**

35

36 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

37

38 **Section 5.1.**  
 39 It is agreed and understood that matters appropriate for consultation and negotiation between the  
 40 District and the Association are benefits, hours, wages, grievance procedures, working conditions,  
 41 and/or changes in these subjects of employees in the bargaining unit subject to this Agreement.

42

43 **Section 5.2.**  
 44 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
 45 the other party to advise, discuss, or consult regarding matters concerning working conditions not  
 46 covered by this Agreement.



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## ARTICLE VI

### ASSOCIATION REPRESENTATION

**Section 6.1.**

The Association President and up to a number of employees which equals a representative from each classification as per Section 1.3, will meet with the Superintendent at mutually agreeable times during the course of the school year to discuss matters of Association/District concern.

**Section 6.1.1.**

When negotiations are mutually agreed to during working hours, employees shall not be required to make up that time spent in negotiations.

**Section 6.2.**

The Association representatives may represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion if the complaint or grievance affects other members of the Association. They may consult with the District on complaints without a grievance being made by an individual employee.

**Section 6.2.1.**

Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.

**Section 6.2.2.**

Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees' grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

## ARTICLE VII

### WORKING SHIFTS

**Section 7.1.**

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest, Saturday and Sunday, except for those employees designated by the District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five (5) consecutive workdays plus two (2) days of rest which shall be treated as their Saturday and Sunday in that order. Each normal full-time work shift shall consist of eight (8) hours with an uninterrupted lunch period not to exceed one (1) hour and a fifteen (15) minute first half and a fifteen (15) minute

1 second half rest period. For purposes of calculating overtime, and in accordance with state and federal  
2 statutes, the “workweek” for all employees regularly scheduled to work Monday through Friday  
3 commences on Monday and concludes on Sunday.

4  
5 **Section 7.1.1.**

6 Each employee shall be assigned to a definite and regular shift and workweek, which shall not  
7 be changed without prior notice to the employee of two (2) calendar weeks; provided, however,  
8 this notice may be waived by the employee, and the employer may change the existing  
9 workweek in case of emergency without prior notice. It is agreed and understood that routine  
10 absence, which may be covered by substitute employees, shall not constitute an emergency for  
11 the purposes of this section.

12  
13 **Section 7.1.2.**

14 Shifts for less than full-time employees shall have a thirty (30) minute uninterrupted, unpaid  
15 lunch break and a fifteen (15) minute paid rest period for each four (4) hours of work.

16  
17 **Section 7.2.**

18 All hours worked more than the normal forty (40) hour week shall be compensated at the rate of one  
19 and one-half (1 ½) times the employee's base hourly rate.

20  
21 **Section 7.3.**

22 Regular bus routes shall be established for transportation personnel utilizing the following formula.  
23 Behind the wheel driving time (including pick-ups, drop-offs, five [5] minutes in a.m. between A and  
24 B routes for fueling or restroom usage) plus:

- 25  
26 15 minutes: pre-trip inspection & warm up  
27 10 minutes: post-trip  
28 15 minutes: p.m. pre-trip inspection and paperwork  
29 5 minutes: line up  
30 10 minutes: p.m. clean-up, post-trip bus inspection and paperwork  
31 5 minutes: for bus washing (exterior only) - 10 per year

32  
33 All approved and additional assigned duties will be paid separately via a time sheet.

34  
35 **Section 7.3.1. Definition of Extra Trips.**

36 There shall be two (2) classes of extra trips: 1) “Daily extra trip” – Defined as a trip, other than  
37 a regularly scheduled bus run, which leaves and returns without the necessity of an overnight  
38 stay; 2) “Overnight trip” – Defined as a trip, other than a regularly scheduled bus run, which  
39 would require the driver to spend at least one (1) night in a hotel.

40  
41 **Section 7.3.2. Posting of Extra Trips.**

42 Each extra trip shall be posted for Driver consideration five (5) days prior to the trip if possible.  
43 Posting shall include the following information: Date of trip, time of departure, origin and  
44 destination, and type of activity. In the event of cancellation of an activity trip (after the five [5]  
45 day window), that is the decision of NVSD (with the exception of weather or an emergency),  
46 the District will pay the assigned Driver the full hours listed on the trip ticket.

1 **Section 7.3.3. Daily Extra Trips.**

2 “Daily extra trips” shall be awarded by seniority to regular Drivers whose regularly scheduled  
3 routes amount to less than forty (40) hours per week. Drivers shall not sign for “daily extra  
4 trip(s)” if the daily extra trip(s)” would require the Driver to work over forty and one half (40  
5 ½) hours for the Monday through Sunday workweek.  
6

7 All daily extra trip time is guaranteed for Drivers as posted. Should a trip take longer than the  
8 posted times, Drivers will be compensated for the time in excess of the posted amount. Should  
9 a trip return prior to the posted time, the Driver will be compensated for the time posted. The  
10 District has the right to expect that all extra trips will be covered. If an extra trip is left  
11 unclaimed, the District can hire a Substitute Driver, or a regular Driver shall be assigned the  
12 trip. Such assignment shall start beginning at the bottom of the seniority list. Unless approved  
13 by the supervisor, no partial trips shall be granted.  
14

15 The following deadline applies to daily trips, not overnight or last minute request. The sign-up  
16 deadline for extra-curricular activity trips will be changed as follows:  
17

- 18 • Trips will be posted no later than 9:00 a.m. on Monday for the following week.
- 19 • Should Monday be a holiday, trips will be posted no later than 9:00 a.m. the previous  
20 Friday.
- 21 • All trips for the following week shall be awarded by 1:00 p.m. on Thursday.  
22

23 Any activity and/or field trip that leaves and returns during the day (not directly after a regular  
24 bus route) will pay a minimum of two (2) hours.  
25

26 Trips arriving late will be posted when received and shall be assigned twenty-four (24) hours  
27 prior to departure, if possible, and shall be awarded to the most senior employee signing the trip  
28 ticket within the forty and one half (40 ½) hours permitted for the week. Seniority and  
29 availability of Drivers within the forty and one half (40 ½) hours shall be used to assign late  
30 trip tickets or request arriving the day of departure.  
31

32 **Section 7.3.4. Overnight Trips.**

33 Overnight trips shall be awarded by seniority to regular Drivers whose regularly scheduled  
34 routes amount to less than forty (40) hours per week. If a Driver is awarded an overnight trip,  
35 he or she will not sign up for any “daily extra trips” for that workweek. There is no overtime  
36 cap for overnight trips. Any on duty time over forty (40) hours in that workweek shall be paid  
37 at time and one-half (1 ½).  
38

39 The District will reimburse the Driver for room and meals on the District schedule and where  
40 applicable room may be shared with adults only. If a Driver requests separate accommodation,  
41 the request shall be granted by the District. There shall be no pay for off duty or sleeping time  
42 outside the normal workday. For overnight trips, the normal workday shall be 8:00 a.m. to 4:00  
43 p.m. Drivers shall be compensated for any additional time required to work before 8:00 a.m. or  
44 after 4:00 p.m.  
45

46 **Section 7.3.5.**

47 Open bus runs will be posted for consideration of regular Drivers for five (5) working days  
48 prior to being filled. The District will include as much information on the runs as is practical



1 within the posting, to include area of run, length of run, usual or expected time, and expected  
2 date run to be filled. Should the District decide to provide paid transportation on a run after it  
3 has been posted without mention of transportation, the run will be re-posted.

4  
5 **Section 7.3.5.1.**

6 The Special Services routes hours may change over the course of the school year due to  
7 student needs. For the consistency of students, this route will not be considered “open”  
8 if the route times change, provided however, this route will be posted for bid annually.

9  
10 **Section 7.3.6.**

11 The parties agree to abide by all laws relating to drug and alcohol testing in connection with  
12 CDL license regulations. Testing will be conducted by the ESD 105 consortium or another  
13 outside contractor.

14  
15 **Section 7.3.7.**

16 Unique situations that extend the Driver hours beyond fifteen (15) hours shall be solved in a  
17 Driver/Union/District representative meeting to address safety.

18  
19 **Section 7.3.8.**

20 If the District’s van is to be used for an extra-curricular trip, once the safe and legal capacity is  
21 reached, any additional vehicles required to carry students for that trip shall be driven by a  
22 regular Bus Driver.

23  
24 **Section 7.3.9.**

25 One (1) time each year where a District trip is paid through non-district funds, the District may,  
26 at its discretion, use Type II drivers, chartered, cooperative, or others means. Thirty (30) days’  
27 notice will be given to the Association President including details about the financing and mode  
28 of transportation for the trip. If the District would like to take any trips in excess of the one (1)  
29 trip per year mentioned in the previous sentence, where the District desires to use Type II  
30 drivers, chartered, cooperative, or other means of transportation, they will notify the  
31 Association President thirty (30) days prior to the trip. The Association President will schedule  
32 a meeting with the local Chapter Board Of Trustees where the District will present details of  
33 the trip, including financing, destination, activity, and the mode of transportation desired. The  
34 Chapter Board Of Trustees will then notify the District within two (2) days of the conclusion of  
35 the presentation meeting whether Public School Employees of Washington/SEIU Local 1948  
36 (PSE) will provide approval for the District to use alternate transportation. Such approval will  
37 be documented in a Letter of Agreement.

38  
39 **Section 7.3.10.**

40 The number of Drivers with routes that are four (4) hours or more per day on October 1 shall  
41 maintain their insurance eligibility and contribution at four (4) hours for the duration of the  
42 school year despite changes in route time that may decrease driving time below four (4) hours  
43 per day. Drivers shall receive compensation for the actual amount of hours of the route.

44  
45 **Section 7.3.11.**

46 The number of routes that are above (4) hours per day on October 1 shall maintain that status  
47 for the duration of the school year. Drivers with these routes shall maintain their insurance



1 eligibility for the duration of the school year despite changes in route time that may decrease  
2 driving time below four (4) hours per day.

3  
4 **Section 7.4.**

5 Employees assigned to work a shift regularly filled by a higher classification employee shall receive  
6 compensation based on the higher classification and the employee's years of experience in their current  
7 classification, commencing when the re-assigned employee begins work in the higher classification.

8  
9 **Section 7.5.**

10 Employees called back on a regular workday or called on the sixth or seventh consecutive workday  
11 shall receive no less than two (2) hours' pay at the appropriate rate.

12  
13 **Section 7.6. Flex Time.**

14 Employees who work hours in excess of their normally scheduled day not exceeding forty (40) hours  
15 in a workweek may request to receive flex time in lieu of payment as long as the flex time is taken in  
16 the same week the additional hours are worked. Flex time shall be computed at the rate of one (1)  
17 hour's flex time for each (1) hour worked. All flex time must be pre-approved by the immediate  
18 supervisor except in emergency situations where the supervisor cannot be reached. The decision to  
19 accept flex time in lieu of payment is the employee's decision. No employee shall be compelled to take  
20 flex time in lieu of compensation.

21  
22 **Section 7.7. Compensatory Time.**

23 Employees who work hours in excess of forty (40) during their workweek shall have the option of  
24 being paid overtime or accepting compensatory time in lieu of payment. Compensatory time off is  
25 calculated in the same manner as overtime rates. Employees choosing to receive compensatory time  
26 off in lieu of pay shall be provided one and one half (1 ½) hours' credit for each hour worked beyond  
27 forty (40) hours in a week to be used to take time off from work at a later date. The use of accrued  
28 compensatory time shall be approved and scheduled between the employee and his/her immediate  
29 supervisor. If the employee has not used their accrued compensatory time off with pay by the end July,  
30 the balance shall be cashed out and paid at the appropriate overtime rate in their August paycheck.  
31 Upon agreement with the employee and the supervisor, employees may carry over accrued  
32 compensatory time into the following year. Such carry-over must be documented. The decision to  
33 accept compensatory time off in lieu of payment is the employee's decision. No employee shall be  
34 compelled to take compensatory time off in lieu of compensation.

35  
36 **Section 7.8. Staff Meetings.**

37 All employees shall attend and be compensated for attending required building and department staff  
38 meeting.

39  
40 **Section 7.9. Late Start.**

41 If the District calls for a "late start" or "early release," employees shall, considering their own travel  
42 safety, choose to work their regular schedule or to follow the late start or early release schedule. If the  
43 employee does not work their regular schedule, they may arrange to work the missed hours with their  
44 supervisor within fifteen (15) working days, or they may use their available vacation, personal, or  
45 emergency leave time. Employees who do not work or use appropriate leaves will not be paid for time  
46 not worked.



1 **Section 7.10. Late Start / Emergency / Unexpected Closure.**

2 In the event of a school closure that results in employees not being able to travel to their assigned  
3 worksite, the affected employees shall follow the procedure described below to make up missed work  
4 in order to pay each employee the full value of their yearly contracted pay. It is recognized that not  
5 necessarily all employees will be impacted by such school closure.

6  
7 The intent of this language is to keep employees whole when faced with school closures. The number  
8 of hours each employee will need to work to make up contracted time will be determined by their  
9 individual work schedule and contracted hours as scheduled on the day(s) that school is closed.

10  
11 In any school year, make-up time due to closures will need to be completed within ten (10) days of the  
12 final day of the school year.

13  
14 Employees may choose one (1) or any combination of the following to account for work hours missed  
15 due to closure:

- 16  
17 1. Work additional hours as approved by the supervisor.  
18 2. Utilize existing emergency leave to make up all or a portion of the time missed.  
19 3. Utilize existing personal leave to make up all or a portion of the time missed.  
20 4. Take leave without pay.  
21

22 Employees will need to account for closure hours no later than the June payroll with the explanation  
23 "School Closure Make-Up Time." In the event that an employee fails to submit a request for personal  
24 leave or emergency leave for make-up time by June 1, and fails to make up time owed or to inform  
25 their direct supervisor in writing that the employee wished to utilize leave for make-up time, the  
26 District may deduct the time still owed from said employee's pay.  
27  
28

29 **ARTICLE VIII**

30 **HOLIDAYS AND VACATIONS**

31  
32 **Section 8.1. Holidays.**

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

- 34  
35  
36 1. New Year's Day 7. Veterans Day  
37 2. President's Day 8. Thanksgiving Day  
38 3. Memorial Day 9. Native American Heritage Day (Day after Thanksgiving)  
39 4. Juneteenth 10. Day before Christmas  
40 5. Independence Day 11. Christmas Day  
41 6. Labor Day 12. Martin Luther King's Birthday  
42

43 **Section 8.1.1. Unworked Holidays.**

44 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect  
45 at the time the holiday occurs. An employee who is on the active payroll on the holiday and has  
46 worked either his last scheduled shift preceding the holiday or his first scheduled shift  
47 succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such  
48 unworked holiday. An exception to this requirement will occur if the employee can furnish



1 proof satisfactory to the District that because of illness he was unable to work on either of such  
2 shift, and his absence previous to such holiday by reason of such illness has not been longer  
3 than thirty (30) regular workdays.  
4

5 **Section 8.1.2. Worked Holidays.**

6 Employees who are required to work on the above-described holidays shall receive the pay due  
7 them for the holiday, plus twice their base rate for all hours worked on such holidays.  
8

9 **Section 8.1.3. Holidays During Vacation.**

10 Should a holiday occur while an employee is on vacation, the employee shall be allowed to  
11 take one (1) extra day of vacation with pay in lieu of the holiday as such.  
12

13 **Section 8.1.4.**

14 If a paid holiday falls on a weekend, at the District's discretion, either the preceding Friday or  
15 the following Monday shall be observed and taken as a paid holiday.  
16

17 **Section 8.2. Vacations, 260-Day Employees Only.**

18 Upon completion of the first year of service with the District, each two hundred sixty (260)-day  
19 employee shall be granted five (5) days paid vacation. Upon completion of the second year of service,  
20 each employee shall be granted ten (10) days paid vacation per year. Upon completion of the sixth year  
21 of service, each employee shall be granted one (1) additional day paid vacation for each year to a  
22 maximum of twenty (20) days paid vacation per year. Unused vacation days can be carried over to the  
23 next year for a maximum beginning balance, after allocation, of thirty-two (32) days. Eleven (11)  
24 workdays worked in a month will constitute a month's credit towards vacation.  
25

26 **Section 8.2.1. Vacation Requests.**

27 It is mutually agreed that vacations shall be granted at the request of the employee providing  
28 the employee's absence will not disrupt the normal activities of the School District. The  
29 supervisor will give a written response to the employee within five (5) days of the vacation  
30 time request.  
31

32 **Section 8.2.2. Use of Vacation for New Employees, Less than 260-Day.**

33 An employee becomes eligible to use his earned vacation credit after a one hundred (100) day  
34 satisfactory evaluation. Employees shall earn vacation on a prorated basis of their FTE per two  
35 thousand eighty (2080) hours.  
36

37 **Section 8.2.3. Vacation Cashout at Termination.**

38 Any employee who is discharged or who terminates employment shall receive payment for  
39 unused accrued vacation credit with their final paycheck. Cashout of vacation leave at  
40 employment termination is limited to thirty (30) days.  
41

42 **Section 8.2.4. Vacation Cashout for 260-Day Employees.**

43 Two hundred sixty (260)-day employees may cashout up to five (5) days of unused, accrued  
44 vacation in their August paycheck. The cashout form must be submitted to payroll by August  
45 10.  
46  
47  
48

1 **Section 8.3. Faith or Conscience Leave.**

2 Employees shall be granted two (2) unpaid holidays per calendar year for a reason of faith or  
3 conscience, or an organized activity conducted under the auspices of a religious denomination, church,  
4 or religious organization. The employee shall select the days on which the employee desires to take the  
5 two (2) unpaid holidays after consultation with the employer pursuant to guidelines to be promulgated  
6 by rule or the appropriate personnel authority. Such leave shall not be denied by the employer unless  
7 the employee’s absence would impose an undue hardship on the employer. The definition of undue  
8 hardship shall be those established by the rules established by the Office of Financial Management.  
9

10 **Section 8.4. Vacations, Non-260-day Employees Only.**

11 Vacation will be based on the schedule used for vacation leave for two hundred sixty (260)-day  
12 employees for purposes of calculation. Upon completion of the first year of service with the District,  
13 each employee shall be granted five (5) days paid vacation. Upon completion of the second year of  
14 service, each employee shall be granted ten (10) days paid vacation per year. Upon completion of the  
15 sixth year of service, each employee shall be granted one (1) additional day paid vacation for each year  
16 to a maximum of twenty (20) days paid vacation per year. Eleven (11) workdays worked in a month  
17 will constitute a month’s credit towards vacation pay.  
18

19 **Section 8.4.1. Vacation Limitations, Non-260-Day Employees.**

20 It is mutually agreed that vacations shall be granted at the request of the employee providing  
21 the employee's absence will not disrupt the normal activities of the School District. The  
22 supervisor will give a written response to the employee within five (5) days of the vacation  
23 time request. Vacation days for academic year employees shall not be granted during the last  
24 two (2) weeks of school provided, however, approval shall be granted for once-in-a lifetime  
25 opportunities no more than one (1) time for the duration of this Agreement.  
26

27 **Section 8.4.2. Eligibility for Vacation, Non-260-Day Employees.**

28 An employee becomes eligible to use his earned vacation credit after a one hundred (100)-day  
29 satisfactory evaluation. Employees shall earn vacation pay on a prorated basis of their FTE per  
30 two thousand eighty (2080) hours.  
31

32 **Section 8.4.3. Vacation Cashout, Non-260-Day Employees.**

33 Upon completion of the first year of employment, employees who work less than twelve (12)  
34 months per year shall receive payment for unused accrued vacation with their June paycheck.  
35 Any employee who is discharged or who terminates employment shall receive payment for  
36 unused accrued vacation credit with their final paycheck.  
37

38 **ARTICLE IX**

39 **SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL BUSINESS LEAVE**

40  
41 **Section 9.1. Leave for Illness, Injury, and Emergency.**

42  
43 The District shall grant each full-time, twelve (12)-month employee, twelve (12) sick leave days  
44 annually. Employees who work less than twelve (12) months shall be prorated on the basis of one (1)  
45 day sick leave per month employed; provided, however, that no employee hired for a full fiscal year  
46 shall receive less than ten (10) days per school year. Whenever an employee works eleven (11) or more  
47 days in any one (1) calendar month, he/she shall receive sick leave credit for the entire month. Each  
48



1 employee's portion of unused sick leave allowance shall accumulate from year to year to the  
2 employee's number of contracted workdays per year. For cashout purposes, accumulation shall be  
3 limited to one hundred and eighty (180) days. The District shall project the number of annual days of  
4 sick leave at the beginning of the school year according to the estimated calendar months the employee  
5 is to work during that year. The employee shall be entitled to the projected number of days of sick  
6 leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly  
7 rate applicable to the employee's normal daily work shift; provided, however, that should an  
8 employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick  
9 leave, sick leave benefits will be paid in accordance with his normal work shift at the time the sick  
10 leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

11  
12 After three (3) consecutive days the District may require a verification statement from a physician or  
13 other practitioner.

14  
15 **Section 9.1.1. Family Care Leave.**

16 Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health,  
17 maternity/paternity, quarantine, or other disability is covered by the sick leave provisions.

18  
19 Employees shall be authorized to utilize sick leave for the following reasons (per RCW  
20 49.46.210): To provide care for a family member with mental or physical illness, injury, or  
21 health condition; care of a family member who needs medical diagnosis, care or treatment of a  
22 mental or physical illness, injury or health conditions; or care for a family member who needs  
23 preventative medical care needed to provide care for a family member with a mental or  
24 physical illness, injury, or health condition. Family means any of the following:

- 25  
26 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom  
27 the employee stands in loco parentis, is a legal guardian, or is a de facto parent,  
28 regardless of age or dependency status.
- 29  
30 B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an  
31 employee or the employee's spouse or registered domestic partner, or a person who  
32 stood in loco parentis when the employee was a minor child.
- 33  
34 C. A spouse.
- 35  
36 D. A registered domestic partner.
- 37  
38 E. A grandparent.
- 39  
40 F. A grandchild.
- 41  
42 G. A sibling.

43  
44 **Section 9.1.2. Substitute Employee Sick Leave.**

45 The District shall comply with all laws and regulations arising from Initiative 1433.

1 **Section 9.1.3.**

2 Emergency leave shall be granted and deducted from sick leave accumulation to the terms of  
3 this provision under the following conditions:  
4

- 5 A. The problem must be suddenly precipitated and of such a nature that preplanning is not  
6 possible or where preplanning cannot relieve the necessity of the employee's absence.  
7
- 8 B. The problem cannot be one of minor importance or of inconvenience but must be  
9 serious.  
10
- 11 C. Emergency leave shall apply in the case of serious illness in the immediate family to  
12 include spouse, child, mother, father, sister, brother, sibling, grandparent, grandchild,  
13 stepparent, parent-in-law, foster child, stepchild, stepsister, stepbrother, child-in-law.  
14

15 **Section 9.1.4. Sick Leave Attendance Incentive Program.**

16 In January of the year following any year in which a minimum of sixty (60) days of leave for  
17 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
18 option to receive remuneration for unused leave for illness or injury accumulated in the  
19 previous year at a rate equal to one (1) day's monetary compensation of the employee for each  
20 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for  
21 illness or injury for which compensation has been received shall be deducted from accrued  
22 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary  
23 compensation.  
24

25 **Section 9.1.5.**

26 At the time of separation from School District employment for any reason, cashout of  
27 permissible accrued sick leave shall be subject to prevailing state statute.  
28

29 **Section 9.1.6. Leave Sharing.**

30 The parties recognize that the Washington State Legislature has authorized local school  
31 districts to permit employees who do not accrue annual (vacation) leave but who have in excess  
32 of twenty-two (22) days, or one hundred seventy-six (176) hours accrued sick leave to days to a  
33 needy employee. It is further recognized that this legislation is permissive and not mandatory.  
34

35 **Section 9.2. Washington State Paid Family Leave (PFML).**

36 Eligible employees will be eligible to apply to the state for Paid Family and Medical Leave (PFML)  
37 benefits allowed by law (RCW 50A).  
38

- 39 A. The District shall annually notify employees about the benefits available under PFML.  
40
- 41 B. Eligibility for leave and benefits is established by state law and is therefore independent of this  
42 Agreement.  
43
- 44 C. PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or  
45 family, unless otherwise extended by specific circumstances.  
46
- 47 D. To qualify for PFML, employees must have worked eight hundred twenty (820) hours or more  
48 in a qualifying period, which shall be defined as the first four (4) of the last five (5) completed



1 calendar quarters starting from when the employee makes their claim for benefits. PFML may  
2 not be taken without a qualifying event.

- 3
- 4 E. Employees must provide at least thirty (30) days written notice before paid family or medical  
5 leave for foreseeable leave. The leave must contain at least the anticipated timing and duration  
6 of the leave.
- 7
- 8 F. For unforeseeable leave, the employee must provide written notice as soon as practicable.
- 9
- 10 G. When such leave is used for pregnancy/maternity/paternity, the District shall maintain its  
11 portion of health insurance benefits during periods of approved PFML.
- 12

### 13 **Section 9.3. Family Medical Leave Act (FMLA).**

14 The employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its  
15 regulations and the State Law and its regulations for all eligible employees of the bargaining unit.

### 16 **Section 9.4. Bereavement Leave.**

17 Five (5) days shall be granted with pay for bereavement of a relative defined as:

- 18
- 19
- 20 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the  
21 employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or  
22 dependency status.
- 23
- 24 B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee  
25 or the employee's spouse or registered domestic partner, or a person who stood in loco parentis  
26 when the employee was a minor child.
- 27
- 28 C. A spouse.
- 29
- 30 D. A registered domestic partner.
- 31
- 32 E. A grandparent.
- 33
- 34 F. A grandchild.
- 35
- 36 G. A sibling.
- 37

38 A maximum of two (2) days of leave will be granted for the death of an aunt, uncle, cousin, or a person  
39 living in the same household. Any additional time required may be granted with the approval of the  
40 Superintendent. For any days required in excess of the allotted days, the employee shall pay the cost of  
41 the substitute.

42

43 In the case of a friend's death, time off will be limited to the actual time of the funeral plus reasonable  
44 travel time. Time beyond this shall require consultation with and authorization from the Superintendent  
45 or designee. Such leave is noncumulative and shall not be deducted from sick leave.

46



1 **Section 9.5. Personal Leave.**

2 Each employee shall, upon request to his/her supervisor be granted leave of up to two (2) days per  
3 year, with pay for personal business reasons. An employee may accrue up to a maximum of four (4)  
4 days of unused personal leave. The supervisor shall notify the Superintendent and shall be responsible  
5 for hiring a substitute.

6  
7 The employee shall provide two (2) business days’ notice, or as much advance notice as is possible  
8 prior to taking leave under these provisions.

9  
10 Excessive use of personal leave on a given day may require a limitation by the administration. Such  
11 leave shall not be taken to extend a holiday unless approved by your supervisor.

12  
13 Personal leave may not be used for circumstances that would qualify under sick leave and/or  
14 emergency/family illness leave provisions. Personal leave may not be used on a Learning Improvement  
15 Day except under extraordinary circumstances with prior approval of the Superintendent.

16  
17 Employees may cashout accumulated personal leave days (any hour over two [2] days of scheduled  
18 time) at the employees’ regular rate of pay. In order to cashout said days the employee must apply  
19 prior to July for payment to be made in July or August.

20  
21 **Section 9.6. Sick Leave Transfer.**

22 Employees who have accrued illness, injury and emergency leave while employed by another public  
23 school district in the State of Washington, shall be given credit for such accrued illness, injury, and  
24 emergency leave upon employment by the District.

25  
26 **Section 9.7. Judicial Leave.**

27 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
28 as a codefendant with the District, such employee shall receive a normal day's pay for each day of  
29 required presence in court. Such repayment shall not exceed the employee's normal daily pay less  
30 bona fide expenses. In the event that an employee is a party in a court action, such employee may  
31 request a leave of absence without pay or utilize personal leave.

32  
33 **Section 9.8. Leave of Absence.**

34  
35 **Section 9.8.1.**

36 Upon recommendation of the immediate supervisor through administrative channels to the  
37 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
38 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is  
39 granted due to extended illness, one (1) additional year may be granted.

40  
41 **Section 9.8.2.**

42 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
43 period of time, during which they shall be subject to all provisions of this Agreement. It shall  
44 be the responsibility of the employer to inform replacement employees of these provisions.

45  
46 **Section 9.8.3.**

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



1 the employee is on leave of absence; provided, however, that if such leave is approved for  
2 extended illness or injury, seniority shall accrue.

3  
4 **Section 9.8.4.**

5 If employees accept other employment while on leave of absence, they must get the approval of  
6 the District or forfeit all re-employment rights.

7  
8 **Section 9.9. Domestic Violence Leave.**

9 The District shall grant leave from accumulated leave in accordance with RCW 49.76 which allows  
10 victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to take  
11 care of legal needs and obtain health care. Such leave will be with or without pay at the employee's  
12 discretion. Employees may also take reasonable leave to help a family member obtain needed  
13 treatment or services. In addition to the definition of "family member" in Article IX, Section 9.1, this  
14 section shall include any dating partner, domestic partner, significant other, or other person whom the  
15 employee is dating.

16  
17 **Section 9.10. Military Leave.**

18 Employees who are ordered or who volunteer because of compulsory duty or active duty in the armed  
19 services of the United States shall be granted leave without pay. Following release from military  
20 service the employee shall be reinstated to employment status and shall be entitled to all rights and  
21 benefits in accordance with federal and state laws. In the case of military service extending beyond the  
22 period of crisis or period of duty for which he/she originally enlisted, the Board will make final  
23 determination. Military leave for reserve duty will comply with requirements of federal statute and  
24 RCW 38.040.060. Whenever possible such reserve duty should be performed during the summer  
25 months.

26  
27  
28 **ARTICLE X**

29  
30 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

31  
32 **Section 10.1.**

33 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
34 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be  
35 lost as hereinafter provided. Time as a substitute does not count towards establishing seniority unless  
36 an employee is employed while having served in the classification on a continuous basis immediately  
37 preceding employment. The following shall be the seniority hire date tie breaker:

- 38  
39 A. Application date.  
40 B. Last name alphabetically.

41  
42 **Section 10.2.**

43 Each new hire shall remain in a probationary status for a period of not more than one hundred (100)  
44 working days following the hire date. During this probationary period, the District may discharge such  
45 employee at its discretion. By the one hundredth (100th) working day, the probationary employee shall  
46 receive a performance review by the assigned supervisor. At that time, the employee may be  
47 discharged, moved out of probationary status, or if a performance deficiency is noted that does not



1 result in discharge, the probationary employee shall be provided direction and/or additional training  
2 and an additional forty-five (45) day probationary period extension within which to improve.

3  
4 **Section 10.3.**

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

7  
8 **Section 10.4.**

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

- 10  
11 A. Resignation.  
12 B. Discharge for justifiable cause.  
13 C. Retirement.  
14 D. Change in job classification within the bargaining unit, as hereinafter provided.

15  
16 **Section 10.5.**

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

- 18  
19 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.  
20 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
21 United States.  
22 C. Time spent on other authorized leaves.  
23 D. Time spent in layoff status as hereinafter provided.

24  
25 **Section 10.6.**

26 Seniority rights shall be effective within the general job classification. As used in this Agreement,  
27 general job classifications are those set forth in Article I, Section 1.3.

28  
29 **Section 10.6.1.**

30 The District shall publicize by electronic notice to each employee in the bargaining unit the  
31 availability of an open position for ten (10) working days. The position will be filled based on  
32 seniority within the sub-unit/classification for which the position falls under. If no eligible  
33 employee in the sub-unit wishes to accept the vacant position, the position shall be awarded  
34 based on seniority to other bargaining unit applicants who meet the qualifications per the  
35 position posting. If no bargaining unit employees are interested in the position, the position will  
36 be filled from applicants outside of the bargaining unit.

37  
38 **Section 10.7.**

39 The employee with the earliest hire date shall have preferential rights regarding shift selection,  
40 vacation periods, and special services (including overtime). The employee with the earliest hire date  
41 shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and  
42 layoffs when ability and performance are substantially equal with junior employees. If the District  
43 determines that seniority rights should not govern because a junior employee possesses ability and  
44 performance substantially greater than a senior employee or senior employees, the District shall set  
45 forth in writing to the employee or employees and the organization's grievance committee chairperson  
46 its reasons why the senior employee or employees have been bypassed.

1 **Section 10.7.1.**

2 Open positions are those created as a new position, a position vacated by another employee, or  
3 a position which has thirty-one (31) minutes or more in a day one hundred fifty five (155)  
4 minutes or more per week that has been added to or subtracted from. If an employee fills an  
5 open position, they have a period of twenty (20) working days to transfer back to their original  
6 position. During this twenty (20)-day trial period, as herein referenced, a temporary employee  
7 or a twenty (20)-day substitute may be placed in the vacant position.  
8

9 **Section 10.7.2.**

10 Senior employees have bumping rights only in situations as defined in Section 10.7.1 and in  
11 cases where there has been total layoff. Provided further, bumping rights shall include the right  
12 to move into a position of less or greater hours at the employee's option.  
13

14 **Section 10.7.3.**

15 Should a Para Educator position come open after January 1 of the regular school year by reason  
16 of addition or subtraction of time, the District is not required to open the job for seniority  
17 consideration until the school year ends.  
18

19 **Section 10.7.4.**

20 If two (2) employees apply for a position, split between two classifications, the senior  
21 employee in the portion with the most hours shall have seniority in claiming the posted  
22 position.  
23

24 **Section 10.8.**

25 Employees who change job classifications within the bargaining unit shall retain their hire dates in the  
26 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire  
27 date and a new classification.  
28

29 **Section 10.9.**

30 The District shall publicize within the bargaining unit for ten (10) working days the availability of  
31 open positions as soon as possible after the District is apprised of the opening. A copy of the job  
32 posting shall be forwarded to the President of the Association and to the Association Representative of  
33 the classification concerned. During summer vacation open positions shall be posted for ten (10)  
34 working days.  
35

36 **Section 10.9.1.**

37 A listing of all anticipated openings for summer and the following school year will be posted  
38 with the Chapter President, with each building Principal, and be posted in the administration  
39 office two (2) weeks prior to the end of the school year.  
40

41 **Section 10.10.**

- 42 A. Prior to April 15 of each year, the Board, upon the recommendation of the Superintendent, shall  
43 determine whether the financial resources of the District will be adequate to permit the District  
44 to maintain its educational programs and services substantially at the same level for the  
45 following school year.  
46
- 47 B. If the District determines a reduction in force is necessary, formal notice will be given to the  
48 Association in writing so the impact of the decision may be bargained.

- 1
- 2 C. If it is determined that such financial resources are not reasonably assured for the following
- 3 school year, the Board, upon recommendation of the Superintendent, shall adopt a reduced
- 4 program which takes into consideration the guidelines set forth in these layoff procedures.
- 5
- 6 D. These layoff procedures shall also be applied to identify those employees who will be retained
- 7 to implement such reduced program and those employees, if any, who must be placed in a
- 8 layoff status.
- 9

10 **Section 10.10.1.**

11 In the event of layoff, employees so affected are to be placed on a reemployment list

12 maintained by the District according to layoff ranking. Such employees are to have priority in

13 filling any opening not claimed by present senior employees, in the classification held

14 immediately prior to layoff. Returning employees will be brought back in accordance with the

15 seniority ranking. Names shall remain on the reemployment list for one (1) year.

16

17 **Section 10.11.**

18 Employees on layoff status shall file their addresses in writing with the personnel office of the District

19 and shall thereafter promptly advise the District in writing of any change of address. Addresses shall

20 be submitted to the District office within ten (10) working days of layoff notification.

21

22 **Section 10.12.**

23 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does

24 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of

25 reemployment within fifteen (15) days.

26

27 **Section 10.13.**

28 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other

29 accrued benefits; provided that such employee is offered a position substantially equal to that held

30 prior to layoff. "Substantially equal" for the purpose of this section shall be defined as a position

31 within the classification previously held and not less than ninety percent (90%) of the previous wage

32 and work hours.

33

34 **Section 10.14.**

35 Employees who work less than forty (40) hours per week shall have preferential rights to fill in for

36 employees who are absent prior to a substitute being called in. If a substitute is called in, the substitute

37 will sub for the position with the fewest hours. Para Educators fill in work shall be based on building

38 seniority except in a situation where an employee will be out for longer than one week such

39 assignments will be based on District wide seniority. In cases of sick or emergency leave with less than

40 twenty-four (24) hours' notice, the District will make every attempt to follow seniority understanding

41 that situations may arise where contacting current employees in emergencies may not be feasible.

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## ARTICLE XI

### INSURANCE

**Section 11.1.**

The District shall pass through all state allocated dollars into an insurance pool for use by bargaining unit members. Provided further the District shall contribute an equal dollar amount to the insurance pool for any unfunded position based on a one thousand four hundred forty (1,440) FTE.

Eligible employees for insurance coverage shall be those who work four (4) or more hours per day. All excess pool funds will be distributed equally on a prorated basis among eligible employees as needed to reduce their out-of-pocket insurance costs.

1<sup>st</sup> Draw: Eligible employees shall receive the amount they generate using the one thousand four hundred forty (1,440)-hour formula.

2<sup>nd</sup> Draw: Remaining excess pool funds shall be divided equally on a prorated basis to all eligible employees needing them to defray out-of-pocket costs for premiums.

3<sup>rd</sup> Draw: Same method as 2<sup>nd</sup> draw and so on, until all pool funds have been expended for insurance.

After December 2<sup>nd</sup>, the pool will be closed for insurance participation until the next year. Change in coverage after this date will be governed by the insurance company rules. Cost for any added coverage will be borne by the employee.

New positions created by the District, or vacated positions, will be entitled to the same funding as existing positions with the same hours.

Funds from the insurance pool can only be used to purchase basic medical, dental, orthodontia, vision, group term life, and group long term disability insurance coverage as allowable by law. The difference between the District's funded insurance contribution and actual insurance cost shall be payroll deducted for each employee.

The District agrees to pay the cost of the amount of pay back to the Health Care Authority with Public School Employees of Washington / SEIU Local 1948 (PSE) employees for the life of the Contract. Employees, as a group, who are eligible for insurance coverage shall have as an option a VEBA I (HRA) plan. Only employees who are enrolled in the current sponsored medical plan are eligible for the VEBA I option. The District shall pass through state allocated dollars toward Insurance Premium for the life of the Contract. Employees receiving less than the maximum pooling dollar are calculated on a prorated basis.

**Section 11.2.**

The District shall hold in a fund any difference in money for insurance funding for the months of October, November, and December of each year. The fund then will be divided into twelve (12) equal installments that will be added to the pool that was determined by insurance selection by the employees in December for equal distribution. The pool will run from January to December of each



1 year. This will only need to be done when there is an increase in insurance funding from the  
2 legislative.

3  
4 **Section 11.3.**

5 The District shall fund twenty dollars (\$20.00) a month and transfer from the insurance pooling dollars  
6 fifteen dollars (\$15.00) dollars a month for a total of thirty-five dollars (\$35.00) added to the VEBA I  
7 account of each eligible employee.

8  
9 **Section 11.4.**

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

11  
12 **Section 11.5.**

13 The District shall pay the cost of a physical examination for each employee who is required as a  
14 condition of employment to take a physical examination; provided the District will maintain its right to  
15 approve the examining physician. In the event an employee desires an examination from a physician  
16 other than District prescribed, the employee shall bear the additional cost, if any.

17  
18 **Section 11.6.**

19 The District and the Association will implement a mutually agreeable Section 125 pay plan.

20  
21 **Section 11.7.**

22 The PSE of Naches Valley shall have control of their health care coverage, including the company and  
23 type of plan.

24  
25  
26 **ARTICLE XII**

27  
28 **VOCATIONAL TRAINING**

29  
30 **Section 12.1.**

31 For the mutual benefit of the employees and the School District, there shall be in the budget money  
32 which shall be used for classified employees in the following manner:

- 33  
34 A. Salary and reimbursement for classified employees to attend training courses or workshops  
35 approved by the District administration.

36  
37 **Section 12.2. Employee Development.**

- 38 A. In recognition of the rapidly expanding fields of knowledge in education, an employee  
39 development committee shall be established composed of two (2) classified employees and two  
40 (2) administrators.
- 41  
42 B. The purpose of the committee shall be to evaluate applications for employee development  
43 monies and approve or disapprove expenditures from the monies budgeted for employee  
44 development purposes. The District shall provide a maximum of two thousand dollars (\$2,000)  
45 for each year of the contract budgeted for this purpose exclusive of substitute costs.

1 C. All employees are eligible to apply for the funds.

- 2
- 3 1. Employee development monies may only be used for mileage, meals, registration fees,  
4 and lodging.
  - 5
  - 6 2. The school visitation, convention, conference, workshop, or seminar must be related to  
7 the employee assignment with the District.
  - 8
  - 9 3. Monies shall be distributed on a first come basis in accordance with the above criteria  
10 and Section 12.2.1.

11

12 D. The committee shall develop an application form and a system for making the employee aware  
13 of the employee development fund approval criteria and application procedures.

14

15 **Section 12.2.1.**

16 Employee development funds shall be limited to four hundred dollars (\$400) per year per  
17 employee for one or many trainings. All remaining funds shall be rolled over into the following  
18 year's funds. However, there shall be a maximum budget of two thousand dollars (\$2,000) plus  
19 the remaining funds from the previous year's professional development fund budget for this  
20 purpose, exclusive of substitute costs each year. In the event that there are unutilized funds in  
21 the budget after January 1, employees who have previously received funds may apply for  
22 additional funds for training.

23

24 **Section 12.3. Professional Development Days.**

25 Each year, the District shall make available one (1) paid day for professional development and training  
26 for employees. This day will be the day before school starts and cannot be made up. The Driver In-  
27 service Day shall be scheduled on a different day. For employees who work less than two hundred  
28 sixty (260) days, these days would be added to the employee's pay via timesheet. For two hundred  
29 sixty (260)-day employees, these days would be time scheduled away from their regular job duties  
30 within the District.

31

32

33 **ARTICLE XIII**

34

35 **SAFETY**

36

37 **Section 13.1.**

38 Since it is mutually recognized by the signatures of this Contract that safety within the confines of the  
39 School District is paramount, the School District shall provide and pay for the cost of first aid training  
40 to Building Secretaries/Assistants, Para Educators, Bus Drivers, Maintenance and Cafeteria workers,  
41 and Custodians within the School District. It is agreed that all employees shall be vigilant in seeking  
42 out unsafe or hazardous objects and will report them immediately to the appropriate personnel for  
43 corrections. Employees provided such training by the District are expected to maintain current first aid  
44 cards as a condition of employment.

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## ARTICLE XIV

### MAINTENANCE OF MEMBERSHIP AND CHECKOFF

#### **Section 14.1. Dues.**

It is mutually agreed that in compliance with RCW 41.156.110, the School District shall withhold the current monthly dues, fees, or assessments including voluntary political, contributions of employees upon written request and shall remit the same electronically to the Public School Employees of Washington/SEIU Local 1948.

#### **Section 14.2. Individual Right to Join.**

The District and PSE/SEIU Local 1948 understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both PSE/SEIU Local 1948 and the District that the District representatives shall remain neutral on the issue of Union membership and respect all employee's decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU Local 1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU Local 1948 upon employment with the District. The District will not discriminate, restraint, retaliate, coerce, or interfere against any employee in that process.

#### **Section 14.3. Checkoff.**

Public School Employees of Washington / SEIU Local 1948 (PSE) shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU Local 1948, and shall provide updates, additions, and/or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via any form of authorization recognized by State or Federal law. PSE/SEIU Local 1948 will provide a list of those members who have agreed to Association membership via voice authorization. In addition, upon request, access to the District to the digital files associated with member authorizations shall be granted. PSE/SEIU Local 1948 will be the custodian of the records related to member authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records.

#### **Section 14.4.**

Association members requesting to rescind membership and membership rights in their Union shall make such request in writing to PSE/SEIU Local 1948, following the constitution and bylaws, and any and all relevant conditions, policies, and procedures. Providing such conditions have been met, PSE/SEIU Local 1948 shall inform the District of the employee's non-member status consistent with the notification Section 14.2.

#### **Section 14.5. Local Chapter Dues.**

The Association shall have the right to have local Chapter dues deducted from the paychecks of Association members. The District shall deduct such dues from the pay of all members of the Association and remit to the chapter treasurer monthly. Prior to September 1 of each year, the amount of said deduction shall be conveyed to the District by the Chapter President.

#### **Section 14.6. Hold Harmless.**

The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any checkoff of



1 Association dues or voluntary political contributions, or action taken or not taken by the District under  
2 the provisions of this Article.

## 3 4 5 **ARTICLE XV**

### 6 7 **DISCIPLINE AND DISCHARGE**

#### 8 9 **Section 15.1.**

10 The District shall have the right to discipline or discharge an employee for sufficient cause. The issue  
11 of sufficient cause shall be resolved in accordance with the grievance procedure hereinafter provided.

##### 12 13 **Section 15.1.1.**

14 Any employee who is placed on probation, demoted, discharged, or suspended shall be notified  
15 in writing as to the reasons such action is being taken.

##### 16 17 **Section 15.1.2.**

18 The Association shall promptly be notified by the District of any disciplinary actions against  
19 any employee.

#### 20 21 **Section 15.2. Notification of Employment.**

22 Except in extraordinary cases, the District will give employees two (2) weeks' notice of intention to  
23 discharge or layoff.

##### 24 25 **Section 15.2.1.**

26 Except in extraordinary cases, employees shall give the District two (2) weeks' notice before  
27 resigning.

#### 28 29 **Section 15.3.**

30 Employee evaluations will be filled out and delivered to employees within ten (10) workdays of the  
31 observation(s) made by the supervisor.

## 32 33 34 **ARTICLE XVI**

### 35 36 **GRIEVANCE PROCEDURE**

#### 37 38 **Section 16.1.**

39 A grievance is defined as a claim by a member of the bargaining unit that there is a violation,  
40 misinterpretation, or a misapplication of a specific provision of this Agreement. The term "days" when  
41 used in this Article refers to the workdays, that is, days on which the business office of the District is  
42 open.

##### 43 44 **Section 16.1.1.**

45 The Association shall promptly be notified by the District of any grievances or actions of any  
46 employee in the unit. The Association is entitled to have an observer at hearings conducted by  
47 any District official or body arising out of grievance and to make known the Association's  
48 views concerning the case.



1 **Section 16.2. Grievance Steps.**

2  
3 **Section 16.2.1.**

4 Employees shall first discuss the grievance with his or her immediate supervisor in an attempt  
5 to bring resolution at the lowest possible level. All grievances not brought to the attention of  
6 the immediate supervisor in accordance with the preceding sentence within twenty (20) days of  
7 the occurrence of the grievance shall be invalid and subject to no further processing. The  
8 supervisor shall respond to the grievance in writing within five (5) workdays.

9  
10 **Section 16.2.2.**

11 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
12 subsection, the employee shall, within ten (10) working days of the informal conference, reduce  
13 to writing a statement of the alleged grievance containing the following information:

- 14  
15 A. The date of occurrence.  
16 B. The date of informal conference.  
17 C. The facts on which the grievance is based.  
18 D. A reference to the specific provisions in this Agreement which have been allegedly  
19 violated, and  
20 E. The remedy sought.

21  
22 The employee shall submit the written statement of grievance to the immediate supervisor for  
23 reconsideration and shall submit a copy to the official in the administration responsible for  
24 personnel. Within ten (10) days of receipt of the written grievance, the immediate supervisor  
25 shall meet with the grievant in an effort to resolve the grievance. The supervisor shall indicate  
26 his/her disposition of the grievance in writing within ten (10) days of the meeting and shall  
27 furnish a copy to the grievant. If an agreeable disposition is made, all parties to the grievance  
28 shall sign it.

29  
30 **Section 16.2.3.**

31 If no settlement has been reached, the grievance may be submitted to the Superintendent within  
32 ten (10) days of receipt of the written response of the immediate supervisor.

33  
34 Within ten (10) days of receipt of the grievance, the Superintendent or his designee shall meet  
35 with the grievant in an effort to resolve the grievance. The Superintendent or his/her designee  
36 shall, within ten (10) days of the meeting, indicate his/her disposition of the grievance in  
37 writing and shall furnish a copy to the grievant. The employee has the right to have a  
38 representative of the Association present at this level if he or she so desires.

39  
40 If an agreeable disposition is made, all parties to the grievance shall sign it.

41  
42 **Section 16.2.4.**

43 If no settlement is reached through the preceding subsection, and the Association believes the  
44 grievance to be valid, the grievant may appeal to the Board of Directors within ten (10) days of  
45 receipt of the written response from the Superintendent. The Board of Directors shall hear the  
46 grievance within thirty (30) days of receipt of the appeal.

1 The Board of Directors reserves the right to summon the employee for an oral statement of the  
2 grievance. The employee reserves the right to appear before the Board of Directors to explain  
3 the grievance. At any appearance before the Board of Directors, the employee may be  
4 accompanied by an Association representative or designee.  
5

6 A written statement of finding of the Board shall be delivered to the grievant within fifteen (15)  
7 days of the hearing. If an agreeable disposition is made, all parties to the grievance shall sign it.  
8

9 **Section 16.2.5.**

10 If the grievant is not satisfied with the resolution at the Board level, the Union may, within  
11 fifteen (15) calendar days after receipt of the District's written response, and at the request of  
12 the employee, notify the District of its intent to submit the grievance to arbitration. If the parties  
13 fail to agree upon an arbitrator, the Union shall request a list of seven (7) qualified neutrals  
14 from the American Arbitration Association (AAA). Upon receipt of the list of arbitrators,  
15 representatives of the District and Union shall, within fifteen (15) calendar days, select an  
16 arbitrator from said list. Upon agreement by both parties the expedited labor arbitration rules  
17 shall be used.  
18

19 **Section 16.2.6.**

20 Each party shall bear its own cost of arbitration except that the fees and charges of the  
21 arbitrator, if any, shall be shared equally by both parties.  
22

23 **Section 16.2.7.**

24 The arbitrator shall have no power to add to, subtract from, or modify the provisions of this  
25 Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her  
26 decision strictly to disputes involving the violation or interpretation of the express terms of this  
27 Agreement. The arbitrator shall be without power or authority to make any decision which  
28 requires the Commission of an act prohibited by law or which violates the terms of this  
29 Agreement.  
30

31 The arbitrator shall render his/her decision within twenty (20) calendar days following the  
32 conclusion of the arbitration hearing or submission of any post-hearing brief.  
33

34 **Section 16.2.8.**

35 The time limits provided in this Article shall be strictly observed unless extended by written  
36 agreement of the parties. Failure of the Association to proceed with its grievance within the  
37 time limits provided shall result in the dismissal of the grievance. Failure of the Board or its  
38 representatives to take the required action within the time limits provided shall cause the  
39 grievance to be automatically elevated to the next level of the grievance procedure.  
40

41 **Section 16.2.9.**

42 All hearings and conferences pursuant to this grievance procedure shall be scheduled at a time  
43 and place which will afford a reasonable opportunity for all parties entitled to attend to be  
44 present, including any and all witnesses.  
45

46 **Section 16.2.10.**

47 If an individual employee has a personal complaint which he/she desires to discuss with the  
48 Supervisor, he/she is free to do so without recourse to the grievance procedure.

1  
2 **Section 16.2.11.**

3 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder  
4 may be processed through the grievance procedure until resolution.  
5  
6

7 **ARTICLE XVII**

8 **SALARIES**  
9

10  
11 **Section 17.1.**

12 Salaries for employees subject to this Agreement during the term of the Agreement are contained in  
13 Schedule A attached hereto and by this reference incorporated herein.  
14

15 **Section 17.2.**

16 Salaries contained in Schedule A shall be for the current school year based on each individual's  
17 scheduled report date for that school year. Year-round employees will have a report date of September  
18 1 each year, thus their salary will be based on the time period from September 1 through August 31  
19 each year. Salaries are subject to the terms and conditions of Section 18.3. Should the date of execution  
20 of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive  
21 to the effective date.  
22

23 **Section 17.3.**

24 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this  
25 Agreement, if possible, or in the case of retroactive pay resulting from negotiations pursuant to Section  
26 18.3, no later than the second regular payday following agreement on such schedule.  
27

28 **Section 17.4.**

29 Any employee who changes classifications shall receive the step placement on Schedule A that  
30 provides a minimum raise, except for disciplinary changes in classification or voluntary transfers in  
31 classification. Any employee who changes job positions within the bargaining unit shall be placed on  
32 the new wage line of the Schedule A consistent with the employee's current experience step in the  
33 District.  
34

35 All employees will be placed according to their years of experience within the District, effective with  
36 their 20-21 salary calculations (non-two hundred sixty [260]-day employees as of their start date for  
37 20-21; non-two hundred sixty [260]-day employees as of September 1, 2020).  
38

39 **Section 17.5.**

40 Transfer of previous benefits by classified employee from one (1) school district to another in the state  
41 of Washington shall be according to current and prevailing state statute.  
42

43 **Section 17.6.**

44 The District shall fund all costs of the health cards for Cafeteria workers.  
45

46 **Section 17.7.**

47 Certified asbestos workers shall receive an additional one dollar and fifty cents (\$1.50) per hour when  
48 working with asbestos.

1  
2 **Section 17.8.**

3 Every three (3) years, the District and the Association shall meet and confer to re-evaluate job  
4 descriptions and amend them to accurately reflect the current duties and responsibilities of each  
5 position. The Association shall designate a representative from each affected classification and the  
6 Chapter President or designee who shall meet with the District Superintendent or designee.  
7

8 All job descriptions shall be updated and provided to the Association President no later than February  
9 1<sup>st</sup>, 2024, and every three (3) years thereafter. Shall the parties be unable to meet this deadline; it may  
10 be extended by mutual consent.  
11

12 **Section 17.9.**

13 Following the re-evaluation process, Para Educators who are required to do daily independent direct  
14 instruction and daily lesson planning shall receive thirty (30) minutes a day or one hundred fifty (150)  
15 minutes of prep time a week. Time shall be worked out with supervisor, based on job description.  
16 Basic written documentation of planning may be required.  
17

18 **Section 17.10.**

19 When the District has identified a student with special toileting or personal hygiene needs, the District  
20 will schedule a second adult to be present while said needs are being addressed.  
21

22 **Section 17.11.**

23 Extra pay will be based on increments of fifteen (15) minutes with rounding up at eight (8) minutes  
24 and rounding down at seven (7) minutes, provided, however, all employees regular daily schedules  
25 will be rounded up to the nearest fifteen (15) minutes.  
26  
27

28 **ARTICLE XVIII**

29  
30 **TERMS AND SEPARABILITY OF PROVISIONS**

31  
32 **Section 18.1.**

33 The term of this Agreement shall be September 1, 2023, to August 31, 2025.  
34

35 **Section 18.2.**

36 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
37 notwithstanding its execution date, except as provided in the following section.  
38

39 **Section 18.3.**

40 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
41 parties in writing. This agreement shall be locked for the length of the Contract, provided that for each  
42 year of this Agreement wages shall be increased on September 1 of each year as provided in Appendix  
43 A as follows:  
44

45 2023-2024: 4.2% percent.

46 2024-2025: 1.25% + IPD  
47

1 Implicit Price Deflator (IPD) as determined and funded by the State of Washington Legislature or the  
2 negotiated rate increase shall be applied to wages on Schedule A. State funded health increase  
3 increases shall be applied. The District and the Association shall open this Agreement to consider the  
4 impact of any legislation or additional classified funding enacted following this execution of this  
5 Agreement which arguable affect the terms and conditions herein or create authority to alter personnel  
6 practice in public employment.

7  
8 **Section 18.4.**

9 The provisions of this Agreement are deemed to be separable to the extent that should any part hereof  
10 or any provisions herein contained be rendered or declared invalid by reason of any existing or  
11 subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of  
12 such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall  
13 remain in full force and effect.

14  
15 **Section 18.5.**

16 It is further provided that such part or provision of this Agreement so rendered or declared invalid shall  
17 immediately be amended to comply with the requirements of such enacted legislation or court decree.

18  
19 **Fiscal**

20  
21 • **Pay Increase:**

22 For the 2023-2024 School Year, employee wages shall be increased by 4.2% (.5% +  
23 IPD).

24  
25 For the 2024-2025 School Year, employee wages shall be increased by the amount of  
26 (1.25% + IPD).

27  
28 An additional one percent (1%) will be applied to the employees' regular rate of pay  
29 from the above schedule at the beginning of an employee's 20<sup>th</sup> and 25<sup>th</sup> year. The  
30 District shall provide this payment to each employee in a lump sum the month of  
31 November each year.

32  
33 • **SLPA Para Educators:**

34 SLPA Para Educators shall be listed on its own line on the Schedule A.

35 SLPA Para Educators shall receive an additional three dollars and fifty cents (\$3.50) per  
36 hour.

37  
38 Musical Accompanist shall be removed from the Schedule A.

39  
40 • **Transportation Coordinator:**

41 The Secretary position assigned to the Transportation Department shall be listed as  
42 "Transportation Coordinator" on the Schedule A and shall be listed on its own line  
43 under the Transportation Classification. This position is a two hundred twenty (220)-  
44 day position.

1           **Salary Enhancements**  
2

3           •   **Incentive Pay for Education:**

4           Employees with the following training/certification/education will receive the incentive  
5           pay in additional to their hourly rate of pay:

- 6                   ○ Associate’s degree (or 90 college credit equivalent):   \$0.50/hour
- 7                   ○ Bachelor’s degree (or 180 college credit equivalent): \$1.00/hour
- 8                   ○ Master’s degree (or 225 college credit equivalent): \$1.50/hour

9  
10  
11           •   **Additional certification:**

12           Employees in the following job categories who have earned the following certifications  
13           shall earn an additional twenty-five cents (\$0.25) per hour applied to their base wage:

- 14                   ○ Mechanic: ASE Certification (National Institute for Automotive Service  
15                   Excellence)
- 16                   ○ Maintenance: Society for Maintenance & Reliability Professionals (SMRP);  
17                   International Maintenance Institute (IMI) certification
- 18                   ○ Groundskeeper: TBD
- 19                   ○ Food Service: Certification or Credential in School Nutrition through the  
20                   School Nutrition Association’s (SNA) Certification or Credential program.
- 21                   ○ Secretarial: Certification through the Professional Standards Program of the  
22                   National Association of Educational Office Professionals (NAEOP).
- 23                   ○ Employees who complete an approved apprenticeship program through the  
24                   Washington Public School Classified Employees Apprenticeship Committee  
25                   (JATC)

26  
27  
28           Employees may be required to provide documentation of college credits, degrees, or  
29           other certification to the District.

30  
31  
32           Credits/certifications earned for salary placement must be completed by August 31 of  
33           each year and official transcripts, official clock hour forms/transcripts, or proof of  
34           certifications must be submitted to the administration office on or before October 1 for  
35           salary enhancement in the same school year. Salary enhancement increases will be paid  
36           on the October 31 paycheck and will be retroactive to September 1. Any  
37           Credits/Certifications completed after August 31 and/or received after October 1 will be  
38           process for salary enhancement in the following school year.

39  
40  
41           Clock hours and certification must be submitted with supporting documentation on the  
42           Eligible Credits/Certifications form attached hereto. The Eligible Credits/Certifications  
43           form can also be found on the District website.



1 “College Credit Equivalent” is the conversion of clock hours to college credit  
2 equivalency. Ten (10) clock hours are equivalent to one (1) college quarter credit.  
3

4 Clock hours for late start Thursdays are available to employees who participate in  
5 specific building activities with prior approval by the building administrator and  
6 employee’s supervisor. The employee must pre-register for these clock hours and sign  
7 the sign-in sheets to receive these clock hours. Information about available District  
8 specific clock hours is sent to employees at the beginning of each school year and/or  
9 registration period.  
10

11 Employees are responsible for any cost associated with purchasing clock hours.  
12

13 **Bilingual Employees:**

14 Employees who, as a regular part of their work, are called upon to use bilingual ability shall  
15 earn an additional two dollars (\$2.00) per hour applied to their base wage. (see Schedule A).  
16 This incentive shall be added to their regular hourly wage.  
17

18 Employees who have bilingual ability and are called upon from time to time, but not as a  
19 regular part of their job assignment, to translate or interpret shall qualify for an additional one  
20 dollar (\$1.00) per hour for the time that the employee is using their bilingual ability to be time  
21 sheeted with a one (1)-hour minimum pay.  
22

23 **Para Educator Responsibility Pay Enhancements:**

24 Para Educators assigned to the position of “Behavioral Interventionist” shall earn an additional  
25 three dollars (\$3.00) per hour applied to their base wage. (See Schedule A)  
26

27 Para Educators who perform medical/personal hygiene duties shall earn an additional one  
28 dollar twenty- five cents (\$1.25) per hour applied to their base wage.  
29

30 **Para Educator Certification Pay Enhancements:**

31 Para Educators who have earned the General Paraeducator Certificate shall earn an additional seventy-  
32 five cents (\$.75) per hour applied to their base wage.  
33

34 Para Educators who have earned the Subject Matter Certificate shall earn an additional seventy-five  
35 cents (\$0.75) per hour applied to their base wage.  
36

37 Para Educators who have earned the Advanced Paraeducator Certificate shall earn an additional one  
38 dollar (\$1.00) per hour applied to their base wage.  
39

40 All additional stipends (enhancements) are cumulative, based on the education, certification, and job  
41 assignment of the employee up to a maximum increase of two dollars twenty-five cents (\$2.25) per hour  
42 added to the employee’s base rate of pay. Any additional pay enhancement for bilingual employees  
43 would be in addition to this cap.  
44

45 Classified staff who hold an Emergency Substitute Certificate when assigned by an administrator to  
46 replace a certificated Teacher, the pay shall be paid at the certificated substitute rate plus an additional  
47 twenty-five (\$25.00) each day for a full day.  
48

49 The employee will not suffer a loss in pay during this assignment.  
50

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7 **SIGNATURE PAGE**  
8  
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13

14 PUBLIC SCHOOL EMPLOYEES OF  
15 WASHINGTON / SEIU LOCAL 1948

16 NACHES VALLEY CHAPTER

NACHES VALLEY SCHOOL DISTRICT #JT3

17  
18  
19  
20 BY: */E-signed by Heather Cooley/*  
21 Heather Cooley, Chapter President

BY: */E-signed by Robert Bowman/*  
Robert Bowman, Superintendent

22  
23 DATE: *Oct 18, 2023*  
24  
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DATE: *Oct 16, 2023*





*CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION*

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

SCHOOL OR DEPARTMENT: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_

**Performance Evaluation:** Rate each item by placing an “X” in the appropriate square most closely describing the employee’s actual work performance. Any “Needs Improvement” or “Unsatisfactory” must be accompanied in the comment section with evidence of lack of performance. If “Unsatisfactory,” state ways to improve the employee job.

MASTERY OF JOB		Satisfactory	Needs Improvement	Un-Satisfactory
1.	<b>Knowledge of job:</b> Demonstrates and possesses technical knowledge and/or skills required to perform job. Has a thorough understanding of entire job responsibility.			
2.	<b>Quantity of job performance:</b> Extent to which employee’s efforts are consistent with the amount of work required by this job.			
3.	<b>Quality of job performance:</b> The extent to which task performed meets standards of quality expected of the job. Thoroughness, accuracy, neatness, correct care of equipment and materials, adheres to all job safety procedures.			
4.	<b>Dependability:</b> Reliability and the degree to which an employee remains on the job, carries out instructions and completes assigned tasks. Works with minimal supervision and is confidential with appropriate school matters.			
5.	<b>Initiative:</b> Perceives the need for starting independent action. Demonstrates willingness to exceed minimal performance required by the job. Originates well thought out procedures/activities and completes assigned responsibilities with minimal direction.			
6.	<b>Stability:</b> Extent to which employee is able to adjust to differing and new situations. Withstands pressure and remains calm in crisis situations.			



ATTITUDE ABOUT JOB:		Satisfactory	Needs Improvement	Un-Satisfactory
1.	<b>Job Attitude:</b> Amount of personal interest and initiative shown toward assigned tasks. Demonstrates compliance and support for district goals, district rules, school, and departmental activities. Demonstrates friendly and strong interest in the well-being of students served. A high degree of cooperation with immediate supervisor.			
2.	<b>Attendance/Punctuality:</b> Faithfulness in coming to work daily and adherence to assigned hours and schedules of work. Conscientious of attendance, breaks and assigned duty schedules.			
3.	<b>Ability to relate with others:</b> Courtesy, tactfulness, cooperation, and sensitivity shown to colleagues, other staff members and parents. Is a positive person.			
4.	<b>Ability to relate to students:</b> Is sensitive to individual student needs and demonstrates an understanding of, and commitment to, each student's background and characteristics.			
5.	<b>Personal appearance and hygiene:</b> Appearance and hygiene are appropriate to his/her specific job in the public school setting.			
6.	<b>Effort toward improvement when needed:</b> Demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth.			

Comments:

Overall, this evaluation is: Satisfactory: \_\_\_\_\_ Un-Satisfactory: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date



## PSE Salary Schedule 2023-2024

	Yrs 1	Starting Yrs 2	Starting Yr 4	Starting Yr 7	Starting Yr 10	Starting Yr 15	Starting Yr 20	Starting Yr 25
	1	2-3	4-6	7-9	10-14	15-19	20-24	25+
	A(1)	B(1-2)	C(1-3)	D(1-3)	E(1-5)	F(1-5)	G(1-5)	H
<b>Para-Educator Classification</b>								
Pareducator	22.22	22.61	23.33	23.76	24.20	24.63	24.85	25.10
Home Liaison	22.22	22.61	23.33	23.76	24.20	24.63	24.85	25.10
Bilingual Paraeducator	24.22	24.61	25.33	25.76	26.20	26.63	26.85	27.10
Behavioral Interventionist	25.22	25.61	26.33	26.76	27.20	27.63	27.85	28.10
C.O.T.A./Vision	26.23	26.72	27.93	28.46	29.00	29.54	29.82	30.08
SLPA	29.73	30.22	31.43	31.96	32.50	33.04	33.32	33.58
Certified Sign Language Interpreter	29.27	29.76	30.98	31.50	32.04	32.58	32.86	33.13
Student Supervision	19.86	20.20	20.79	21.18	21.54	21.93	22.13	22.34
<b>Food Service Classifications</b>								
Food Service Manager	23.91	24.36	25.53	26.02	26.46	26.94	27.21	27.46
Head Cook (A la carte)	21.76	22.12	22.53	22.60	22.93	23.32	23.73	23.93
Head Cook (Class A)	21.41	21.81	22.19	22.41	22.82	23.21	23.43	23.63
Assistant Cook, Cashier	19.86	20.20	20.79	21.18	21.54	21.93	22.13	22.34
<b>Secretarial Classifications</b>								
Special Services Administrative Assistant	27.17	27.65	29.09	29.60	30.18	30.74	31.00	31.30
Head Secretary	23.49	23.90	25.14	25.59	26.09	26.57	26.80	27.06
Secretary	23.01	23.01	24.49	24.94	25.39	25.85	26.11	26.34
Secretary Assistant	21.95	22.37	22.76	22.94	23.36	23.79	24.00	24.23
<b>Custodian/Maintenance Classifications</b>								
Maintenance I	25.28	26.19	27.31	27.81	28.33	28.84	29.11	29.39
Maintenance II	26.39	26.88	27.96	28.49	29.02	29.56	29.84	30.11
Maintenance III	26.97	27.48	28.87	29.43	29.97	30.53	30.81	31.10
Head Custodian	24.32	24.77	26.09	26.55	27.01	27.50	27.77	28.02
Custodian	23.05	23.40	23.84	25.13	25.59	26.09	26.58	26.82
Sweeper/Towel Washer	19.54	19.87	21.33	21.75	22.11	22.53	22.73	22.94
Groundskeeper	23.40	23.84	25.13	25.59	26.09	26.58	26.82	27.07
<b>Transportation Classifications</b>								
Transportation Coordinator	24.92	25.37	26.70	27.16	27.68	28.20	28.46	28.72
Bus Driver	24.59	25.05	25.96	26.78	27.30	27.81	28.07	28.34
Driver Trainer	26.01	26.46	26.75	27.23	27.76	28.26	28.53	28.79
Head Mechanic	29.82	30.28	30.90	32.22	32.82	33.45	33.77	34.08
Mechanic	27.29	27.79	28.34	28.84	29.39	29.93	30.22	30.51
Lube Technician	24.59	25.05	26.29	26.78	27.30	27.81	28.07	28.34
Authorized Driver	20.35	20.77	21.17	21.56	21.97	22.38	22.77	23.15

1 **LETTER OF AGREEMENT**

2  
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN  
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, THE NACHES  
5 VALLEY CHAPTER, AND THE NACHES SCHOOL DISTRICT #JT3 PURSUANT TO ARTICLE  
6 XVIII, SECTION 17.8. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
7

8  
9 The parties agree to the following:  
10

11  
12 Due to the additional duties for Tammy Burns, she will be placed on the Schedule A as a Special  
13 Services Administrative Assistant at her current Step with a wage-per-hour increase of thirty-one  
14 dollars (\$31.00) an hour. The wage increase will be retro paid to September 1, 2023.  
15

16  
17 This Letter of Agreement will be effective upon signature, shall remain in effect through August 31,  
18 2025, and be attached to the current Collective Bargaining Agreement.  
19

20  
21 PUBLIC SCHOOL EMPLOYEES OF  
22 WASHINGTON / SEIU LOCAL 1948  
23

24  
25 NACHES VALLEY CHAPTER  
26

27  
28 NACHES VALLEY SCHOOL DISTRICT #JT3  
29

30  
31 BY: */E-signed by Heather Cooley/*  
32 Heather Cooley, Chapter President  
33

34  
35 BY: */E-signed by Robert Bowman/*  
36 Robert Bowman, Superintendent  
37

38  
39 DATE: *Jan 5, 2024*  
40

41  
42 DATE: *Dec 15, 2023*  
43



1 **LETTER OF AGREEMENT**

2  
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN  
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, NACHES VALLEY  
5 CHAPTER AND THE NACHES VALLEY SCHOOL DISTRICT #JT3 PURSUANT TO ARTICLE  
6 XVIII, SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
7

8  
9 The parties agree to the following:  
10

11  
12  
13 Schedule A shall be amended as attached.  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

24 This Letter of Agreement shall be effective September 1, 2024, and shall be attached to the current  
25 Collective Bargaining Agreement.  
26  
27  
28  
29  
30  
31

32 PUBLIC SCHOOL EMPLOYEES OF  
33 WASHINGTON / SEIU LOCAL 1948

34  
35 NACHES VALLEY CHAPTER

NACHES VALLEY SCHOOL DISTRICT #JT3

36  
37  
38 BY: */e-signed by Heather Cooley/*  
39 Heather Cooley, Chapter President

BY: */e-signed by Robert Bowman/*  
Robert Bowman, Superintendent

40  
41 DATE: *09/20/24*  
42  
43  
44  
45  
46  
47  
48

DATE: *09/20/24*



**SCHEDULE A 2024-2025**

	Yrs 1	Starting Yrs 2	Starting Yr 4	Starting Yr 7	Starting Yr 10	Starting Yr 15	Starting Yr 20	Starting Yr 25
	1	2-3	4-6	7-9	10-14	15-19	20-24	25+
	A(1)	B(1-2)	C(1-3)	D(1-3)	E(1-5)	F(1-5)	G(1-5)	H
<b>Para-Educator Classification</b>								
Paraeducator	\$23.32	\$23.73	\$24.48	\$24.94	\$25.40	\$25.85	\$26.08	\$26.34
Home Liaison	\$23.32	\$23.73	\$24.48	\$24.94	\$25.40	\$25.85	\$26.08	\$26.34
Bilingual Paraeducator	\$25.32	\$25.73	\$26.48	\$26.94	\$27.40	\$27.85	\$28.08	\$28.34
Behavioral Interventionist	\$26.32	\$26.73	\$27.48	\$27.94	\$28.40	\$28.85	\$29.08	\$29.34
C.O.T.A./Vision	\$27.53	\$28.04	\$29.31	\$29.87	\$30.44	\$31.00	\$31.30	\$31.57
SLPA	\$31.20	\$31.72	\$32.99	\$33.54	\$34.11	\$34.68	\$34.97	\$35.24
Certified Sign Language Interpreter	\$30.72	\$31.23	\$32.51	\$33.06	\$33.63	\$34.19	\$34.49	\$34.77
Student Supervision	\$20.84	\$21.20	\$21.82	\$22.23	\$22.61	\$23.02	\$23.23	\$23.45
<b>Food Service Classifications</b>								
Food Service Manager	\$25.09	\$25.57	\$26.79	\$27.31	\$27.77	\$28.27	\$28.56	\$28.82
Head Cook (A la carte)	\$22.84	\$23.21	\$23.65	\$23.72	\$24.07	\$24.47	\$24.90	\$25.11
Head Cook (Class A)	\$22.47	\$22.89	\$23.29	\$23.52	\$23.95	\$24.36	\$24.59	\$24.80
Assistant Cook, Cashier	\$20.84	\$21.20	\$21.82	\$22.23	\$22.61	\$23.02	\$23.23	\$23.45
<b>Secretarial Classifications</b>								
Special Services Administrative Assistant	\$28.51	\$29.02	\$30.53	\$31.07	\$31.67	\$32.26	\$32.53	\$32.85
Head Secretary	\$24.65	\$25.08	\$26.38	\$26.86	\$27.38	\$27.89	\$28.13	\$28.40
Secretary	\$24.15	\$24.15	\$25.70	\$26.17	\$26.65	\$27.13	\$27.40	\$27.64
Secretary Assistant	\$23.04	\$23.48	\$23.89	\$24.08	\$24.52	\$24.97	\$25.19	\$25.43
<b>Custodian/Maintenance Classifications</b>								
Maintenance I	\$26.53	\$27.49	\$28.66	\$29.19	\$29.73	\$30.27	\$30.55	\$30.84
Maintenance II	\$27.70	\$28.21	\$29.34	\$29.90	\$30.46	\$31.02	\$31.32	\$31.60
Maintenance III	\$28.31	\$28.84	\$30.30	\$30.89	\$31.45	\$32.04	\$32.34	\$32.64
Head Custodian	\$25.52	\$26.00	\$27.38	\$27.86	\$28.35	\$28.86	\$29.14	\$29.41
Custodian	\$24.19	\$24.56	\$25.02	\$26.37	\$26.86	\$27.38	\$27.90	\$28.15
Sweeper/Towel Washer	\$20.51	\$20.85	\$22.39	\$22.83	\$23.20	\$23.65	\$23.86	\$24.08
Groundskeeper	\$24.56	\$25.02	\$26.37	\$26.86	\$27.38	\$27.90	\$28.15	\$28.41
<b>Transportation Classifications</b>								
Transportation Coordinator	\$26.15	\$26.63	\$28.02	\$28.50	\$29.05	\$29.60	\$29.87	\$30.14
Bus Driver	\$25.81	\$26.29	\$27.25	\$28.11	\$28.65	\$29.19	\$29.46	\$29.74
Driver Trainer	\$27.30	\$27.77	\$28.07	\$28.58	\$29.13	\$29.66	\$29.94	\$30.22
Head Mechanic	\$31.30	\$31.78	\$32.43	\$33.81	\$34.44	\$35.11	\$35.44	\$35.77
Mechanic	\$28.64	\$29.17	\$29.74	\$30.27	\$30.84	\$31.41	\$31.72	\$32.02
Lube Technician	\$25.81	\$26.29	\$27.59	\$28.11	\$28.65	\$29.19	\$29.46	\$29.74
Authorized Driver	\$21.36	\$21.80	\$22.22	\$22.63	\$23.06	\$23.49	\$23.90	\$24.30

