

COLLECTIVE BARGAINING AGREEMENT BETWEEN
NASELLE-GRAYS RIVER VALLEY SCHOOL DISTRICT #155

AND

**PUBLIC SCHOOL EMPLOYEES OF
NASELLE-GRAYS RIVER VALLEY**

SEPTEMBER 1, 2020 - AUGUST 31, 2023



Public School Employees of Washington/SEIU Local 1948
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DECLARATION OF PRINCIPLES

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

PREAMBLE

26 This Agreement is made and entered into between Naselle-Grays River Valley School District #155
27 (hereinafter “District”) and Public School Employees of Naselle-Grays River Valley, an affiliate of
28 Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

29
30 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
31 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
32 parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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39
40 The District hereby recognizes the Association as the exclusive representative of all employees in the
41 bargaining unit described in Section 1.3., and the Association recognizes the responsibility of
42 representing the interests of all such employees.

Section 1.2.

43
44
45 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
46 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
47 board of directors or superintendent of the District pursuant to RCW 41.56.030 (2).



1 **Section 1.3.**

2 The bargaining unit to which this agreement is applicable shall consist of all full-time and regular part-
3 time classified employees in the general job classification of maintenance, custodial, food service,
4 transportation, para-educator, technician, and secretarial-clerical; excluding the superintendent's
5 secretary (1), the accounts payable secretary (1), head mechanic (1), business manager (1), tech
6 director (1), and custodial and maintenance supervisor (1), a total of six (6) exemptions.
7

8 **Section 1.3.1.**

9 Pursuant to PERC rules, substitute employees working thirty (30) days or more in a school year
10 are recognized as bargaining unit employees; provided, however, that substitutes are subject
11 only to the terms of this section (Section 1.3.1) and Schedule A. Substitute employees who
12 have not yet completed thirty (30) cumulative work days in a school year will be paid at the
13 substitute rate on Schedule A. Substitute employees will be compensated at the Step 1 rate once
14 they have completed thirty (30) cumulative days of work in a school year. Substitute
15 employees shall be eligible to participate in Washington State Public Employees Retirement
16 System to the extent allowed by state law.
17
18
19

20 **ARTICLE II**

21 **RIGHTS OF THE EMPLOYER**

22
23
24 **Section 2.1.**

25 It is agreed that the customary and usual rights, powers, functions, and authority of management are
26 vested in management officials of the District. Included in these rights and in accordance with and
27 subject to applicable laws, regulations, and the provisions of this agreement, is the right to direct the
28 work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
29 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
30 release employees from duties because of lack of work or for other legitimate reasons. The District
31 shall retain the right to maintain efficiency of the District operation by determining the methods, the
32 means, and the personnel by which operations undertaken by the employees in the unit are to be
33 conducted. The District shall give due regard and consideration to the rights of the Association and the
34 employees and to the obligations imposed by this agreement.
35

36 **Section 2.2.**

37 The District may use screened adult volunteers to assist with the function of the school system. Such
38 volunteers should not be used to supplant or replace bargaining unit positions.
39
40
41

42 **ARTICLE III**

43 **RIGHTS OF EMPLOYEES**

44
45 **Section 3.1.**

46 It is agreed that all employees subject to this agreement shall have and shall be protected in the
47 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
48



1 The freedom of such employees to assist the Association shall be recognized as extending to
2 participation in the management of the Association, including presentation of the views of the
3 Association to the board of directors of the District or any other governmental body, group, or
4 individual. The District shall refrain from any action in order to assure employees that no interference,
5 restraint, coercion, or discrimination is allowed within the District to encourage or discourage
6 membership in any employee organization.

7
8 **Section 3.2.**

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

11
12 **Section 3.3.**

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

15
16 **Section 3.4.**

17 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to
18 this agreement on the basis of race, creed, color, national origin, sex, sexual orientation including
19 gender expression or identity, religion, age, marital status, honorably discharged veteran or military
20 status, the use of a trained dog guide or service animal by a person with a disability, or the presence of
21 any physical, sensory, or mental disability, except insofar as such factors are valid occupational
22 qualifications and the employee can perform the essential functions of the job with or without
23 reasonable accommodation.

24
25 **Section 3.5.**

26 Employees subject to this agreement have the right to have Association representatives or other
27 persons present at any discussion/conference/meeting/hearing held pursuant to Articles XI and XIV
28 with District officials. Included are investigatory interviews when an employee reasonably believes
29 that discipline could result.

30
31 **Section 3.6.**

32 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
33 District administrative office. Each employee shall have the right upon request, and after making an
34 appointment for that purpose, to review the contents of his/her District personnel file maintained at the
35 District office. During the review, employees shall be allowed to copy any material therein and shall
36 be permitted to make a written inventory of material there and, on request, have such inventory signed
37 and dated by a representative of the administration.

38
39 No performance related material shall be placed in the employee's personnel file unless said material
40 has been shown to the employee and the employee has been given an opportunity to sign the material,
41 indicating that the employee has received said material. Upon request, all derogatory material
42 contained in the file, as determined by the employee and approved by the superintendent, except
43 evaluations and material regarding proven criminal misconduct related to employment or required by
44 state/federal statute shall be removed two (2) years after its placement in the file. An employee may
45 attach comments to any material that is a part of the personnel file.

46
47



1 **Section 3.7.**

2 Employees requested to administer medications or perform nursing services shall be provided training
3 and shall have right of refusal without employer reprisal or disciplinary action. Employees must
4 receive the training before they are authorized to deliver the service or medication. Such training will
5 be provided as necessary on an ongoing basis.
6

7 **Section 3.8.**

8 The District will work with employees to maintain a safe working environment. Employees will report
9 any unsafe working situations to their supervisors and the district will work to resolve the safety
10 concerns. The District shall provide training on hazardous or dangerous material as required by law.
11

12 **Section 3.9.**

13 Upon request by the employee, the District will provide a location for personal items. The employee is
14 responsible for providing their own lock.
15
16
17

18 **ARTICLE IV**

19 **RIGHTS OF THE ASSOCIATION**
20
21

22 **Section 4.1.**

23 The Association has the right and responsibility to represent the interests of all employees in the unit;
24 to present its views to the District on matters of concern, either orally or in writing; to consult or to be
25 consulted with respect to the formulation, development, and implementation of industrial relations
26 matters and practices which are within the authority of the District; and to enter collective negotiations
27 with the object of reaching an agreement applicable to all employees within the bargaining unit.
28

29 **Section 4.2.**

30 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
31 any employee in the unit in accordance with the provisions of the discharge and grievance procedure
32 articles contained herein. The Association is entitled to have an observer at hearings conducted by any
33 District official or body arising out of grievance and to make known the Association's views
34 concerning the case.
35

36 **Section 4.3.**

37 The Association reserves and retains the right to delegate any right or duty contained herein to
38 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 state
39 organization. The Association shall provide all employees a copy of this agreement.
40

41 **Section 4.4.**

42 Upon request, the District shall provide the Association the following information regarding each
43 employee in the bargaining unit including but not limited to: hire date, primary work locations, job
44 title, mailing address, phone number, hours of regular daily employment, regular hourly rate of pay,
45 annual compensation, FTE, classification, number of illness, injury and emergency leave days/hours,
46 ("sick leave", Article IX) projected for the school year.. The above information shall be supplemented
47 and revised as changes occur and be made available to the Association upon request by the Association
48 president. The Association president shall be promptly notified in the event the District hires a full-



1 time or a regular part-time classified employee in any of the general job classifications specified in
2 Section 1.3 herein.

3
4 **Section 4.5.**

5 Representatives of the Association, upon making their presence known to the District, shall have
6 access to the District premises during business hours, provided, that no conferences or meetings
7 between employees and Association representatives will in any way hamper or obstruct the normal
8 flow of work.
9

10
11 **ARTICLE V**

12
13 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

14
15 **Section 5.1.**

16 It is agreed and understood that appropriate matters for consultation between the District and the
17 Association are management/district actions that impact on hours, wages, grievance procedures and
18 general working conditions of employees in the bargaining unit pursuant to RCW 41.56.
19

20 **Section 5.2.**

21 The Association will, from time to time, as appropriate, be advised of current and predicted workload
22 information and division of the workload within and between school locations.
23

24 **Section 5.3.**

25 The District agrees to consult with the Association prior to finalization of the school calendar.
26
27
28

29
30 **ARTICLE VI**

31
32 **ASSOCIATION REPRESENTATION**

33 **Section 6.1.**

34 The Association will designate a conference committee of three (3) members who will meet with the
35 superintendent of the District and the superintendent's representatives on a mutually agreeable regular
36 basis to discuss appropriate matters. The parties shall mutually agree to designate the meeting as either
37 "formal" or "informal."
38

39 **Section 6.1.1.**

40 When formal meetings are held between representatives of the Association and representatives
41 of the District pursuant to Section 6.1., formal minutes shall be prepared if requested by either
42 party. In the event of such request, the District will arrange for the preparation of such minutes
43 and a draft will be made available to the representatives of the Association for review prior to
44 final preparation. The Association will be furnished copies of the completed minutes.
45

46 **Section 6.2.**

47 The Association representatives shall represent the Association and employees in meeting with
48 officials of the District to discuss appropriate matters of mutual interest. They may receive and



1 investigate to conclusion complaints or grievances of employees and thereafter advise employees of
2 rights and procedures outlined in this agreement and applicable regulations or directives for resolving
3 the grievances or complaints. They may not, however, continue to advise the employee on courses of
4 action after the employee has indicated a desire not to pursue a grievance. This does not, however,
5 preclude the Association's right to pursue the matter to conclusion. They may consult with the District
6 on complaints without a grievance being made by an individual employee.

7
8 **Section 6.2.1.**

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

12
13 **Section 6.2.2.**

14 Time during working hours may be allowed Association representatives for attendance at
15 meetings with the District. Time may also be allowed for representatives to discuss with the
16 employees' grievances and appropriate matters directly related to work situations in their area
17 or craft. District granted release time shall be made up by the employee concerned, as directed
18 by the District.

19
20
21
22 **ARTICLE VII**

23
24 **HOURS OF WORK AND OVERTIME**

25
26 **Section 7.1.**

27 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
28 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
29 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
30 days of rest which shall be treated as Saturday and Sunday in that order.

31
32 **Section 7.1.1.**

33 Each employee shall be assigned to a definite and regular shift and workweek, which shall not
34 be changed without prior notice to the employee of one (1) calendar week, except that,
35 maintenance may work a flexible workweek, subject to one (1) to three (3) day District notice.
36 Grounds shall work a partial year/day schedule, e.g., less than 260 days and/or eight (8) hours,
37 subject to District notice as practicable.

38
39 **Section 7.1.2. 4-Day/10-Hour Day Workweek.**

40 At the discretion of the superintendent, while the students are away from school during the
41 summer and spring break, the workweek and shift of each employee in the custodial,
42 maintenance and grounds classification(s) shall consist of four (4) consecutive days of ten (10)
43 hours a day, including a thirty (30) minute uninterrupted lunch period as near the middle of the
44 shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute
45 second half rest period, both of which rest periods shall occur as near the middle of each half
46 shift as is practicable. **EXCEPTION:** unless otherwise agreed to by a custodial, maintenance
47 or grounds classification employee(s) and the employee's supervisor.

- 1 A. All hours worked on the fifth (5th) consecutive day by employees in the custodial,
2 maintenance, and grounds classification shall be compensated at the rate of one and
3 one-half (1½) times the employee's base pay.
4
5 B. All hours worked on the sixth (6th) and seventh (7th) consecutive days by employees in
6 the custodial, maintenance, and grounds classification shall be compensated at the rate
7 of one and one-half (1½) times the employee's base pay.
8
9 C. Leave benefits will be paid in accordance with the employee's base hour rate applicable
10 to the employee's normal daily work shift at the time the leave is taken. Holiday and
11 personal leave will be paid on a daily basis. Vacation credit shall be accumulated on
12 the basis of an eight (8) hour day and expended on an hourly rather than a daily basis.
13

14 **Section 7.1.3. 4-Day/10-Hour Day Workweeks – Camp Employees.**

15 At the discretion of the superintendent, the workweek and shift of each employee assigned to
16 the Naselle Camp may consist of four (4) consecutive days of ten (10) hours a day, including a
17 thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable,
18 and also including a ten (10) minute first half and a ten (10) minute second half rest period,
19 both of which rest periods shall occur as near the middle of each half shift as is practicable.
20 EXCEPTION: unless otherwise agreed to by the Naselle Camp employee and the employee's
21 supervisor.
22

- 23 A. All hours worked on the fifth (5th) consecutive day by the Naselle Camp employee shall
24 be compensated at the rate of one and one-half (1½) times the employee's base pay.
25
26 B. All hours worked on the sixth (6th) and seventh (7th) consecutive days by the Naselle
27 Camp employee shall be compensated at the rate of one and one-half (1½) times the
28 employee's base pay.
29
30 C. Leave benefits will be paid in accordance with the employee's base hour rate applicable
31 to the employee's normal daily work shift at the time the leave is taken. Holiday and
32 personal leave will be paid on a daily basis. Vacation credit shall be accumulated on
33 the basis of an eight (8) hour day and expended on an hourly rather than a daily basis.
34

35 **Section 7.2.**

36 Lunch and break periods subject to reasonable District scheduling.
37

38 **Section 7.2.1.**

39 Employees working an eight (8) hour shift shall enjoy a first half shift break of ten (10)
40 minutes, an uninterrupted, uncompensated, thirty (30) minute lunch period as near the middle
41 of the shift as practicable, and a second half shift break of ten (10) minutes.
42

43 **Section 7.2.2.**

44 Employees working a shift of less than eight (8) hours:
45

- 46 A. Shifts of less than five (5) hours shall enjoy a ten (10) minute compensated rest period
47 as near the middle of the shift as practicable.
48

1 B. Shifts of five (5) hours or more shall enjoy an uncompensated thirty (30) minute
2 uninterrupted lunch period as near the middle of the shift as practicable and two (2)
3 compensated ten (10) minute rest periods, both of which rest periods shall occur as near
4 the middle of each half shift as practicable.

5
6 **Section 7.2.3.**

7 Employees required to work through their regular lunch periods will be given time to eat at a
8 time agreed upon by the employee and supervisor. In the event the District requires an
9 employee to forego a lunch period and the employee works the entire shift, including the lunch
10 period, the employee shall be compensated for the foregone lunch period at overtime rates.

11
12 **Section 7.3.**

13 Employees requested to work a shift regularly filled by a higher classification employee shall receive
14 compensation equal to that normally received by the employee in the higher classification.

15
16 **Section 7.4.**

17 In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the
18 District will make every effort to notify each employee via home telephone call and local radio
19 announcements to refrain from coming to work. Employees reporting to work shall receive a
20 minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no
21 employee shall be entitled to any such compensation in the event of actual notification by the District
22 of the closure prior to leaving home for work.

23
24 **Section 7.4.1. Unscheduled Late Start/Early Release.**

25 Employees will report to work as conditions allow. Employees may use emergency leave or
26 personal leave to cover time loss. With approval from their supervisor, the employee may
27 make other arrangements to make up for all lost work hours. The building administrator will
28 determine what duties the employee can do to make up this time. Employees will record these
29 hours appropriately on their time sheet.

30
31 **Section 7.5. Overtime.**

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

36
37 **Section 7.5.1.**

38 All employees other than bus drivers. All hours worked in excess of forty (40) hours per week
39 shall be compensated at one and one-half (1½) the employee's regular hourly rate of
40 compensation.

41
42 **Section 7.5.2.**

43 Bus Drivers. All hours worked in excess of forty (40) hours per week (Monday through
44 Sunday) shall be compensated at the rate of one and one-half (1½) times the employee's regular
45 hourly rate of compensation.

46
47 In the event a driver has selected, by bid, an extra trip to be driven on either Saturday or
48 Sunday, the driver shall not be eligible for overtime payment (1.5 times the employee's regular

1 hourly rate of compensation) unless the driver's hours of employment for that week (Monday
2 through Sunday) exceed forty (40) hours, in that case, the driver shall be paid overtime for all
3 hours in excess of forty (40) hours.
4

5 **Section 7.6.**

6 Recognizing that personnel in the bus driver classification present special shift problems, the parties
7 agree that shifts will be established in that classification in relation to the routes and driving times
8 requisite to fulfilling tasks assigned by the District. Bus drivers will receive pay for one-half (½) hour
9 per day for the purpose of bus cleanup, warm-up, and operational checks in addition to the actual hours
10 of driving time for their regular daily shift. A regular daily shift means an a.m. and a p.m. route. If
11 there are thirty (30) minutes or less between assignments, the base hourly rate shall cease at the
12 conclusion of the assignment, providing the assignment ends at the assigned garaging location and will
13 commence at the beginning of the next assignment. All assignments shall begin and end at the
14 assigned garaging location.
15

16 Safety meetings and required staff meetings not involving imposition of employee discipline (e.g.,
17 investigative meetings with administration, meetings with parents, informational meetings with
18 administrative staff) shall be compensated at the regular hourly rate. Employees shall receive payment
19 for required meetings based upon actual time of attendance, but for not less than one-half (½) hour.
20

21 A duty call is defined as any work other than the normal work shift and workday and required
22 meetings provided for above, noncontiguous with the normal work shift or workday. Drivers shall
23 receive a minimum of one (1) hour's pay for each duty call.
24

25 All training and/or certification required by the District, as a condition of continued employment, shall
26 be compensated as hours worked subject to this contractual agreement.
27

28 **Section 7.6.1. Regular Daily Shift.**

29 On or about September 15 of each instructional year, the bus drivers shall attend a mandatory
30 meeting for the purpose of assigning shifts. Five (5) workdays prior to this meeting the
31 supervisor of transportation shall post all regular routes and indicate the exact route time.
32 Regular morning and afternoon bus routes shall be bid by the drivers on a seniority basis.
33 Regular mid-day routes shall be bid on a seniority basis separately after completion of the
34 regular morning and afternoon route assignments. Drivers shall be guaranteed a minimum shift
35 of two and one-half (2½) hours per day, including the one-half (½) hour for bus cleanup, warm-
36 up, and operational checks. In the event daily time for any bus driver increases or decreases by
37 thirty (30) minutes or more for more than twenty (20) consecutive workdays, shifts shall be
38 rebid as stated in this subsection. From the start of school up to the September 15 annual rebid
39 shift assignments shall be carried over from the end of the previous school year.
40

41 **Section 7.6.2. Extra Trips.**

42 All trips other than regular daily shifts shall be designated extra trips. Extra trips shall be
43 assigned on a rotating seniority basis. Employees interested in being considered for extra trips
44 shall place their names on a list posted at the beginning of the school year. Employees hired
45 after the beginning of the school year shall be allowed access to extra trips, consistent with this
46 section. The District shall arrange those interested employees in seniority order, **EXCEPT**
47 **THAT:** Any driver with less than two (2) years appropriate driving experience shall not be
48 utilized for out-of-district extra trips. The resulting extra trip roster shall be utilized for

1 assignment of extra trips on a rotating basis. Employees that decline an extra trip that is offered
2 in rotational order, shall not be eligible for consideration for subsequent extra trips until their
3 roster position has completed a full cycle of rotation. In the event no driver is available from
4 the extra trip roster, the District shall offer the trip to drivers on the regular seniority driver list,
5 then if no regular employee is available, it shall be assigned to drivers with less than two (2)
6 years driving experience or substitutes.

7
8 **Section 7.6.3. Selection Of Extra Trips.**

9 Each Wednesday when school is in session, rostered drivers will be given an opportunity to
10 select, by bid, in rostered order, the activity trip they will drive for the succeeding week.

11
12 The driver next in rotation order, first established by listing the drivers who want to be on the
13 roster by seniority, shall first select one trip followed by each rostered driver, one trip at a time,
14 until all the extra trips have been selected for that week. In the event an extra trip scheduled
15 conflicts with a regular shift, the driver shall have the right to opt for either trip.

16
17 **Section 7.6.4.**

18 Exceptions to the rules regarding the Extra Trip rotating roster specified above:

- 19
20 1. In the event an employee was not made aware of an extra trip at least twenty-four (24)
21 hours (to include at least one (1) hour for telephone calls) in advance of the scheduled
22 departure time: in such cases, the employee shall be offered the next extra trip,
23 notwithstanding the employee has been awarded an extra trip out of rotational order, the
24 employee shall revert to the established seniority order for all subsequent rotational
25 offerings of extra trips.
- 26
27 2. Employees declining two (2) consecutive extra trips will be dropped from the extra trip
28 roster for the remainder of the school year, unless excused for illness or other reasons
29 agreed to by employer or supervisor.
- 30
31 3. The District shall bypass, in seniority order, those drivers whose weekly hours would
32 exceed forty (40) hours if assigned a particular extra trip; EXCEPT, in the event all
33 drivers in rotational order would exceed forty (40) hours, the driver next in rotational
34 order shall be assigned, consistent with Section 7.6.2.
- 35
36 4. In the event an extra trip is canceled, after selection of extra trips, consistent with
37 Section 7.6.3. herein, is completed, the assigned driver will have first selection of an extra
38 trip for the succeeding week and shall receive a minimum of two (2) hours base driving
39 rate.
- 40
41 5. In the event all extra trips have not been selected by bargaining unit bus drivers, the
42 District may utilize substitutes to cover those extra trips. In the event an extra trip(s)
43 is/are not covered, the superintendent may assign (in roster/list order) the trip(s) to the
44 next bus driver on the list specified in Section 7.6.2. herein. The parties agree that this
45 exception to the rules is extraordinary, but necessary to meet the requirements of bona
46 fide educational activities. Regular bus drivers unwilling to accept the terms of this
47 exception to the rules regarding extra trips shall not be eligible for extra trips during the
48 school year.

1 **Section 7.6.5. Compensation For Extra Trips.**

2 A. Extra trips exceeding one (1) day's duration shall be compensated for all hours of driving
3 and/or duty time, or eight (8) hours pay, whichever is greater, at their regular hourly rate for
4 each twenty-four (24) hour period - commencing with the beginning of the assignment.
5 Drivers shall be subject to the provisions of overtime hereinafter provided.
6

7 B. All other extra trips shall be compensated at the employee's regular hourly rate, subject to
8 the provisions of overtime hereinafter provided, except that; drivers shall be paid standby
9 time for all time at the destination site after the bus is secured and until the bus is made
10 ready for combined operations.
11

12 C. Extra trips of less than thirty-five (35) miles which conflict with regular runs shall be
13 guaranteed two (2) hours at the driving rate or actual driving time, whichever is greater.
14

15 **Section 7.6.6.**

16 Only state certified employees, classified as bus drivers, employed regularly by the District,
17 meeting all state requirements for a school bus driver, shall be used to drive District school
18 buses unless no such employee is available.
19

20 **Section 7.7.**

21 Upon approval of the appropriate administrator, employees may choose to take time worked beyond
22 their regular shift as compensatory time instead of pay. Such time accrued as compensatory shall be
23 documented. Compensatory time beyond forty (40) hours per week shall be accrued at the rate of one
24 and one-half (1½) hours for each hour worked. Compensatory time off shall be taken at a time
25 approved by the supervisor within a reasonable period after compensatory time is earned.
26
27
28

29 **ARTICLE VIII**

30 **HOLIDAYS AND VACATIONS**

31 **Section 8.1. Holidays.**

32 All employees shall receive paid holidays subject to Sections 8.1.1. and 8.1.2. herein.
33
34

35 **Section 8.1.1.**

36 All employees in twelve (12) month, 260 day positions shall receive the following paid
37 holidays:
38

- | | | |
|----|-------------------------------|--|
| 39 | 1. New Year's Day | 6. Labor Day |
| 40 | 2. Martin Luther King Holiday | 7. Veteran's Day |
| 41 | 3. Presidents' Day | 8. Thanksgiving Day |
| 42 | 4. Memorial Day | 9. Day after Thanksgiving Day |
| 43 | 5. Independence Day | 10. Christmas Day |
| 44 | | *11. Floating Holiday during Christmas/New
45 Year's holiday period |
| 46 | | |
| 47 | | |

48 *Subject to the school calendar, pursuant to Article V, Section 5.1. and Article VI, Section 6.1.



1 **Section 8.1.2.**

2 All employees in less than twelve (12) month positions shall receive the following paid
3 holidays:

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

10
11 **Section 8.1.3. Unworked Holidays.**

12 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
13 at the time the holiday occurs. Employees who are on the active payroll on the holiday and
14 have worked either their last scheduled shift preceding the holiday or their first scheduled shift
15 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such
16 unworked holiday. An exception to this requirement will occur if employees can furnish proof
17 satisfactory to the District that because of illness they were unable to work on either of such
18 shifts, and the absence previous to such holiday, by reason such illness, has not been longer
19 than thirty (30) regular workdays.

20
21 **Section 8.1.4. Worked Holidays.**

22 Employees who are required to work on the above described holidays shall receive the next
23 practicable work day off with pay in lieu of the holiday as such.

24
25 **Section 8.1.5. Holidays During Vacation.**

26 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
27 take one extra day of vacation with pay in lieu of the holiday as such.

28
29 **Section 8.1.6.**

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

34
35 **Section 8.2. Vacations.**

36 All employees working two hundred sixty (260) days shall be credited with hours of vacation credit,
37 computed and administered in accordance with the following rules.

- 38 A. Hire through first year: five (5) days.
- 39
- 40 B. Second through ninth year: ten (10) days.
- 41
- 42 C. Ten through nineteenth year: fifteen (15) days.
- 43
- 44 D. Twenty or more years: twenty (20) days.
- 45
- 46 E. Employees shall have the right to use vacation credit earned at the end of the year, subject to
47 "H" and "I" below.
- 48



- 1 F. "Year" is defined as the twelve (12) month period ending on the employee's anniversary of
2 District employment/hire date.
3
4 G. "Day" is defined as the employee's hours of shift work in effect at the time of vacation.
5
6 H. Employees must schedule vacation with their supervisor at least two (2) weeks in advance of
7 the desired starting date. Vacation schedules must recognize the operating needs of the District
8 and are subject to the approval of the supervisor.
9
10 I. Vacations must be taken within the 12-month period following the year when the vacation was
11 earned, except that a maximum of one (1) year's accrued vacation may be carried over to the
12 next year in accordance with the following limitations:
13
14 Second through ninth year: maximum balance of twenty (20) days
15 Ten through nineteenth year: maximum balance of thirty (30) days
16 Twenty or more years: maximum balance of forty (40) days
17
18 Employees shall be paid for all vacation days earned and not used that exceed the maximum
19 balance.
20
21 J. Vacation credit shall be vested after the first full year of employment; e.g., an employee
22 terminating during the year after vesting shall be paid for vacation days earned and not used
23 proportional as to the number of months worked bears to twelve (12). Employees terminating
24 during the first year shall not be eligible for any vacation credit payment.
25

26 **Section 8.2.1.**

27 All part-time employees hired prior to September 1, 1984 who are working two hundred (200)
28 or more days per year shall be credited with hours of vacation credit, computed on a prorated
29 basis, and administered in accordance with the rules in Section 8.2.
30
31
32

33 **ARTICLE IX**

34 **LEAVES**

35
36
37 **Section 9.1. Sick Leave (Illness, Injury And Emergency Leave).**

38 **Section 9.1.1.**

39 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
40 provided, however, no employee shall receive less than twelve (12) days sick leave per school
41 year. If an employee works less than the school year, sick leave shall be prorated. An
42 employee who works eleven (11) working days in any calendar month will be given credit for
43 the full calendar month. Sick leave shall be vested when earned. The District shall project the
44 number of annual days of sick leave at the beginning of the school year according to the
45 estimated calendar months the employee is to work during that year. The employee shall be
46 entitled to the projected number of days of sick leave at the beginning of the school year. Sick
47 leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal
48

1 daily work shift; provided, however, that should an employee's normal daily work shift increase
2 or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be
3 paid in accordance with his normal daily work shift at the time the sick leave is taken, and the
4 accumulated benefits will be expended on an hourly rather than a daily basis. The District will
5 follow State law as it pertains to substitute employees and their accrual of sick leave.
6

7 **Section 9.1.1.1. Sick Leave Attendance Incentive Program.**

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

17 **Section 9.1.1.2.**

18 At the time of separation from school district employment, an eligible employee
19 pursuant to the provisions of RCW 28A.400.210 or the employee's estate shall receive
20 remuneration at a rate equal to one (1) day's current monetary compensation for each
21 four (4) full days accrued leave for illness or injury.
22

23 **Section 9.1.2.**

24 In the event employees are absent for reasons which are covered by industrial insurance, the
25 District shall pay the employee an amount equal to the difference between the amount to be
26 paid the employee as prescribed by the Department of Labor and Industries and the amount the
27 employee would normally earn. A deduction shall be made from the employee's accumulated
28 sick leave in accordance with the amount paid to the employee by the District.
29

30 **Section 9.1.3.**

31 Employees who have previously accrued sick leave while employed by this or another public
32 school district in the state of Washington shall be given credit for such accrued sick leave upon
33 employment or reemployment by the District.
34

35 **Section 9.2. Leave For Family Illness And Bereavement.**

36 **Section 9.2.1. Bereavement.**

37 Each employee shall be entitled to a maximum of twelve (12) days paid leave for absence
38 caused by a death in an employee's own or spouse's immediate family. Immediate family is
39 defined as being mother, father, sister, brother, wife, husband, child, grandparent, father-in-law,
40 mother-in-law, sister-in-law, brother-in-law, fiancé, fiancée, grandchild, stepchild, step-parent,
41 foster child, foster parent, member of the household, or documented others. Employees may be
42 granted paid leave for absence caused by a death of a close personal friend, at the discretion of
43 the superintendent. Bereavement leave shall be deducted from leave pursuant to Section 9.1.1.
44
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47

1 **Section 9.2.2. Paid Family Medical Leave.**

2 The District will comply with provisions of the law when administering leave under
3 Washington PFML. Paid Family Medical Leave premiums are point four percent (.4%) of the
4 employee's gross wages per month.

5
6 **Section 9.3. Personal Leave.**

7 An employee shall earn five (5) days personal leave per year. At the request of the employee, such
8 leave shall be granted, provided that no more than one (1) employee, in each general job classification,
9 will be granted leave at a time, unless approved by the building administrator. If at all possible, the
10 leave should be requested twenty-four (24) hours in advance. Paid personal leave days will not be
11 deducted from the employee's sick leave account. Unused personal leave can be cashed out at the end
12 of the year at the Step 1 rate. To cash out personal leave, an employee must submit a written request to
13 the District by July 15 of each year. An employee may carry forward (2) personal leave days to the
14 following year and accumulate up to seven (7) days.

15
16 **Section 9.3.1.**

17 Employees working an extended academic summer program of thirty (30) days or more shall
18 receive an additional one (1) day of personal leave per year.

19
20 **Section 9.4. Maternity Leave.**

21 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
22 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave
23 must return to work not later than one (1) year following the granting of the maternity leave.
24 Employees granted maternity leave may, at their option, be allowed compensation for maternity leave
25 in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by
26 her physician as ready and able to return.

27
28 **Section 9.5. Paternity Leave.**

29 An employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth
30 or adoption of an employee's child. Such leave shall be deducted from that accumulated pursuant to
31 Section 9.1.1 above.

32
33 **Section 9.6. Judicial Leave.**

34 In the event an employee subject to this agreement is summoned to serve as a juror or subpoenaed to
35 appear as a witness in court, or is named as a co-defendant with the school district, the employee shall
36 receive the employee's normal day's pay for each day the employee is required in court; provided,
37 however, that any compensation received for such service shall be paid to the District. Such payment
38 to the District shall not exceed the employee's normal daily pay less bona fide expenses. In the event
39 that the employee is a party in a court action; the employee may request a leave of absence which may
40 be granted without pay. No employee who is an adverse witness against the District shall be granted
41 leave with pay.

42
43 **Section 9.7. Leave Of Absence.**

44
45 **Section 9.7.1.**

46 Upon recommendation of the immediate supervisor through administrative channels to the
47 superintendent, and upon approval of the board of directors, an employee may be granted a

1 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
2 granted due to extended illness, one (1) additional year may be granted.

3
4 **Section 9.7.2.**

5 The returning employee shall be assigned to the same or similar position occupied before the
6 leave of absence. Employees hired to fill positions of employees on leave of absence will be
7 hired for a specific period of time, during which they shall be subject to all provisions of this
8 agreement. It shall be the responsibility of the employer to inform replacement employees of
9 these provisions.

10
11 **Section 9.7.3.**

12 The employee will retain accrued sick leave and seniority rights while on leave of absence.
13 However, sick leave and seniority shall not accrue while the employee is on leave of absence;
14 provided, however, that if such leave is approved for extended illness or injury, seniority shall
15 accrue.

16
17 **Section 9.8. Federal Family Leave.**

18 In addition to any other leave provided for elsewhere in this agreement, upon the birth of a child, the
19 placement of a child with an employee for adoption or foster care, or for a serious health condition of
20 an employee or an employee's spouse, child or parent, each employee who has been employed at least
21 twelve (12) months and worked at least 1,250 hours during the previous twelve (12) months is entitled
22 to a maximum of twelve (12) weeks unpaid leave; provided, however, that employees may substitute
23 accrued vacation or other personal leave for leaves related to the birth/adoption/foster care of a child,
24 and may use accrued sick leave to care for themselves or sick family members as defined above. The
25 employee must provide the District with at least thirty (30) days written notice for foreseeable leaves
26 for birth, adoption and planned medical treatment. During this leave, the District will continue to pay
27 the same portion of insurance premiums as when the employee was working, and will maintain the
28 employee's coverage under any group health plan. Upon return from such leave, the District will place
29 the employee in his or her previous position, or one with equivalent pay and benefits.

30
31 **Section 9.9. Leave Sharing.**

32 Leave sharing shall be in accordance with the Washington State Leave Sharing Program as established
33 under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and as set forth in Chapter 41.04
34 RCW. Employees will be allowed to participate in leave sharing pursuant to RCW 28A.400.380, and
35 WAC 392.126.004 through WAC 392.126.104.

36
37
38
39
40 **ARTICLE X**

41
42 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

43
44 **Section 10.1.**

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

1 **Section 10.1.1. Breaking of Seniority Ties.**

2 In the event that more than one individual employee began continuous daily employment on the
3 same date, a drawing by lot shall be held to determine seniority ranking. The Association and
4 all employees so affected shall be notified in writing of the date, place, and time of the drawing.
5 The drawing shall be conducted openly and at a time and place which will allow affected
6 employees and the Association to be in attendance.
7

8 **Section 10.2.**

9 Each new hire shall remain in a probationary status for a period of not more than six (6) calendar
10 months following the hire date. During this probationary period the District may discharge such
11 employee at its discretion.
12

13 **Section 10.3.**

14 Upon completion of the probationary period, the employee will be subject to all rights and duties
15 contained in this agreement retroactive to the hire date.
16

17 **Section 10.4.**

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

- 19 A. Resignation;
- 20
- 21 B. Discharge for justifiable cause; or
- 22
- 23 C. Retirement.
- 24

25 **Section 10.5.**

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

- 27 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 28
- 29 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
30 States;
- 31
- 32 C. Time spent on other authorized leaves; or
- 33
- 34 D. Time spent in layoff status as hereinafter provided.
- 35

36 **Section 10.6.**

37 Seniority rights shall be effective within the job classification. As used in this agreement, the job
38 classifications are set forth in Article I, Section 1.3.
39

40 **Section 10.7.**

41 Employees who change classification shall retain their seniority in the previous classification.
42

43 **Section 10.8.**

44 The employee with the earliest hire date shall have preferential rights regarding assignment to new or
45 open jobs or positions, and layoffs when ability and performance are substantially equal with junior
46 employees. If the District determines that seniority rights should not govern because a junior
47
48



1 employee possesses ability and performance substantially greater than a senior employee or senior
2 employees, the District shall set forth in writing to the employee or employees and the organization's
3 president its reasons why the senior employee or employees have been bypassed.

4
5 **Section 10.9.**

6 Any qualified employee who makes application to fill a vacancy in another classification shall
7 have preferential seniority rights over any applicant outside the bargaining unit who applies for the
8 vacancy. If there are no applicants from the appropriate classification, District seniority shall
9 apply, subject to the District's right to disregard seniority on the basis of ability and performance,
10 as referenced in Section 10.8.

11
12 **Section 10.10.**

13 The District shall publicize within the bargaining unit for five (5) working days the availability of open
14 positions as soon as possible after the District is apprised of the opening. A copy of the job posting
15 shall be forwarded to the president of the Association. Nothing herein shall limit the District's right to
16 concurrently advertise the availability of open positions.

17
18 **Section 10.11.**

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

22
23 **Section 10.12.**

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

26
27 **Section 10.13.**

28 An employee shall forfeit rights to reemployment as provided in Section 10.11. if the employee does
29 not comply with the requirements of Section 10.12., or if the employee does not respond to the offer of
30 reemployment within fifteen (15) days.

31
32 **Section 10.14.**

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

36
37
38 **ARTICLE XI**

39
40
41 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

42
43 **Section 11.1.**

44 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
45 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
46 If the District has reason to reprimand an employee, it shall be done in a manner which will not
47 embarrass the employee before other employees or the public.

1 **Section 11.2. Notification To Non-Annual Employees.**

2 This section is intended to be applicable to those employees whose duties necessarily imply less than
3 twelve (12) months (excluding vacations) work per year.
4

5 **Section 11.2.1.**

6 Should the District decide to lay off any non-annual employee, the employee shall be so
7 notified in writing prior to the expiration of the school year.
8

9 **Section 11.2.2.**

10 Nothing contained herein shall be construed to prevent the District from discharging an
11 employee for acts of misconduct occurring after the expiration of the school year.
12

13 **Section 11.2.3.**

14 Nothing contained in this section shall in any regard limit the operation of other sections of this
15 article.
16

17 **Section 11.3.**

18 Except in extraordinary cases, and as otherwise provided in this article, the District will give
19 employees two (2) weeks' notice of intention to discharge or layoff.
20
21
22

23 **ARTICLE XII**

24 **INSURANCE AND RETIREMENT**

25 **Section 12.1.**

26 Beginning January 1, 2020, and each year thereafter, the employer agrees to follow employee
27 eligibility rules and provide funding for all bargaining unit members and their dependents as required
28 by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB).
29
30

31 The employer agrees to provide timely information about SEBB insurance plans to eligible employees
32 during the school year (as required or recommended by SEBB) and at each open enrollment period.
33
34

35 **Section 12.2.**

36 The District shall provide tort liability coverage for all employees subject to this agreement.
37

38 **Section 12.3.**

39 The District shall provide the statutory workman's compensation protection on behalf of all employees
40 subject to this agreement.
41

42 **Section 12.3.1.**

43 The District may direct an employee who is under provisions of workman's compensation
44 protection, prior to return to the active payroll, to submit to a physical examination, provided,
45 the District may select the facility and/or examiner, may determine the scope of the
46 examination, and shall pay all resultant costs.
47

1 **Section 12.4.**

2 The District shall provide the statutory unemployment compensation benefits on behalf of all
3 employees subject to this agreement.
4

5 **Section 12.5.**

6 In determining whether an employee subject to this agreement is eligible for participation in the
7 Washington State Public Employees' Retirement System, the District shall report all hours worked,
8 whether straight time, overtime, or otherwise.
9

10 **Section 12.6.**

11 All employees subject to this agreement shall be entitled to participate in a tax shelter annuity plan
12 mutually approved by the parties. On receipt of a written authorization by an employee, the District
13 shall make the requisite withholding adjustments and deductions from the employee's salary.
14
15
16

17 **ARTICLE XIII**

18 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
19
20

21 **Section 13.1.**

22 Each employee subject to this agreement, who, on the effective date of this agreement, has authorized
23 payroll deduction of Association dues shall continue with such payroll deduction unless authorization
24 is revoked through contact with the Association. The Association shall immediately provide the
25 District with written notification of such revocation.
26

27 **Section 13.2.**

28 The district agrees to accept dues authorizations via forms that conform to legal requirements. PSE will
29 provide copies of the authorizations to the District.
30

31 The PSE state office will be the custodian of the records related to dues authorizations and they agree
32 that, as the custodian of the records, they have the responsibility to ensure the accuracy and
33 safekeeping of the records.
34

35 The District shall deduct PSE dues, service charges, or voluntary political contributions from the pay
36 of any employee who authorizes such deductions in a form that complies with legal requirements. The
37 District shall transmit all such funds deducted to the treasurer of the Public School Employees of
38 Washington/SEIU Local 1948 on a monthly basis.
39

40 **Section 13.3.**

41 The District will notify the Association of all new hires within ten (10) working days of the hire date.
42 In compliance with State law, the District will allow thirty (30) minutes of paid time for the Chapter
43 President, or their designee, to speak to the newly hired employee about Association membership.
44 Both employees shall receive thirty (30) minutes of paid time.
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ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this agreement, shall be resolved in strict compliance with this article.

Section 14.2. Grievance Steps.

Section 14.2.1.

Employees shall first discuss the grievance with their immediate supervisor. All grievances not discussed with the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 14.2.2.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

- A. The facts on which the grievance is based;
- B. A reference to the provisions in this agreement which have been allegedly violated; and
- C. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel within ten (10) work days after the discussion specified in Section 14.2.1. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.3.

If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District superintendent or the superintendent's designee. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.4.

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District board of directors.



1 After such submission, the parties will have thirty (30) working days from submission of the
2 written statement of grievance to resolve it by indicating on the statement of grievance the
3 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The
4 board of directors reserves the right to summon the employee for an oral statement of the
5 grievance. The employee reserves the right to appear before the board of directors to explain
6 the grievance. At any appearance before the board of directors, the employee may be
7 accompanied by an Association representative or designee.

8
9 **Section 14.2.5.**

10 If no settlement has been reached within the thirty (30) days referred to in the preceding
11 subsection, and the Association believes the grievance to be valid, the employee may demand
12 arbitration of the grievance. The arbitration panel shall consist of one representative from the
13 Association, one representative from the District, and a third person to be selected by the two.
14 Within ten (10) days of the expiration of the thirty (30) day period referred to in the preceding
15 subsection, the District and the Association shall submit to the other the names of the
16 representatives referred to herein. Within ten (10) days of the submission of the
17 representatives, the two shall meet and select a third arbitrator. If the two cannot agree on the
18 third arbitrator within five (5) days of the first meeting, the third arbitrator shall be selected by
19 the Public Employment Relations Commission, upon demand from either party. The
20 arbitration panel shall hold such hearing under oath as it may, in its sole discretion require.
21 Within thirty (30) days of its first meeting, the arbitration panel shall make its award in writing.
22 The decision of the arbitration panel shall be final and binding on the parties.

23
24 **Section 14.2.6.**

25 Notwithstanding the good faith agreement by the parties that the decision of the arbitration
26 panel shall be final and binding on the parties; in the event one of the parties forces the issue
27 before a court of competent jurisdiction, the losing party shall bear all costs of such action.

28
29 **Section 14.3.**

30 The grievance or arbitration discussions shall take place during a mutually agreeable time. The
31 employer shall not discriminate against any individual employee or the Association for taking action
32 under this article.

33
34
35 **ARTICLE XV**

36
37 **TRANSFER OF PREVIOUS EXPERIENCE**

38 **Section 15.1.**

39 When any employee leaves a school district within the state and commences employment with this
40 District, the employee shall retain the same leave benefits and other benefits that the employee had in
41 the previous position that are provided in this District, EXCEPT THAT: seniority benefits shall not be
42 transferred/retained.

43
44 **Section 15.1.1.**

45 If this District has a different system for computing leave benefits, and other benefits, then the
46 employee shall be granted the same leave benefits and other benefits as an employee in this
47 District who has similar occupational status and total years of service; EXCEPT THAT,
48 seniority benefits shall not be transferred/retained.

1 **Section 15.2.**

2 District may, at its discretion, place employees on the salary schedule based on commensurate or
3 similar experience as determined by the District.
4

5
6 **ARTICLE XVI**

7
8 **PERFORMANCE EVALUATION**
9

10 **Section 16.1. Performance Evaluation: Standard For Evaluation.**

11 An annual evaluation shall be made following review of employee performance of duties specified in
12 the latest job description on file with the District. Job descriptions will be reviewed annually except
13 that other changes may occur during the remainder of the year when unforeseen changes, personnel
14 changes, new positions, alter the definition of a job. No employee will be evaluated on a changed job
15 description until a minimum of sixty (60) days have elapsed since a revised description was given the
16 employee. Any formal evaluation complete during the interim sixty (60) day period shall be
17 predicated upon the original job description.
18

19 **Section 16.2. Evaluation Criteria.**

20 The following criteria will be used in the evaluation:
21

- 22 A. What does the employee do? (job description)
 - 23 B. How much does the employee do? (quantity)
 - 24 C. How well is the work done? (quality)
 - 25 D. How much does the employee know about the job? (knowledge)
 - 26 E. What goals should the employee strive toward in the coming evaluation period? (growth)
- 27
28
29
30
31

32 **Section 16.3. Improvement Of Sub-Standard Performance.**

33 The supervisor will thoroughly describe all job-related problems to provide examples and specific
34 descriptions of problem areas. In addition to a clear explanation of the problem, the supervisor will
35 fully explain:
36

- 37 A. What or how much shall be done? (quantity)
 - 38 B. What is expected? (quality)
 - 39 C. What the employee must learn (including a commitment of District resources to teach the job,
40 where applicable). (knowledge)
 - 41 D. Who will monitor progress?
 - 42 E. What will happen?
 - 43 1. If goals are met.
 - 44 2. If goals are not met.
- 45
46
47
48

1 **Section 16.4. Contested Evaluations.**

2 Any evaluation that is unsatisfactory will be presented to the employee at a conference with the
3 immediate supervisor. The employee will sign the evaluation; in so doing the employee does not
4 signify agreement with the substance of the evaluation. The employee's signature shall signify only
5 that the employee has read the evaluation. The employee may, within fifteen (15) days of the
6 evaluation conference, file a written rebuttal to the contested evaluation.
7

8 **Section 16.5. Evaluation Format.**

9 Each evaluation will be presented to the employee, recorded on the District evaluation form included
10 herein as Appendix A.
11

12
13 **ARTICLE XVII**

14
15 **SALARIES AND EMPLOYEE COMPENSATION**

16
17 **Section 17.1.**

18 Employees shall be compensated in accordance with the provisions of this agreement for all hours
19 worked.
20

21 **Section 17.1.1.**

22 Each employee shall receive a statement, as near the beginning of the school year as
23 practicable, containing the following elements:
24

- 25 A. Projected regular, assigned shift annual hours of employment.
- 26 B. Projected hours of compensated holidays and vacation.
- 27 C. Projected number of hours of earned sick leave.
- 28 D. Accumulated hours of sick leave as of August 31.
- 29 E. Projected monthly maximum District payment of mutually approved insurance plans.

30
31
32
33
34
35 Based on the above items A and B, the District shall show the computations of the monthly
36 gross pay. Overtime and/or additional daily hours shall be noted by date on the applicable
37 monthly paycheck.
38

39 **Section 17.1.2.**

40 Compensatory time and/or volunteer time shall be in strict accordance with the Fair Labor
41 Standards Act (FLSA).
42

43 **Section 17.1.3. Extra Trip Standby Rate.**

44 The standby rate shall be the bus drivers regular hourly rate as per Schedule A.
45

46 **Section 17.2.**

47 Salaries for employees subject to this agreement, during the term of this agreement, are contained in
48 Schedule A attached hereto and by this reference incorporated herein.



1 **Section 17.2.1.**

2 Employees assigned to work swing shift (after 6:00 p.m.) at Naselle Youth Camp School will
3 receive an additional seven percent (7%) of their current hourly rate of pay.

4
5 **Section 17.3.**

6 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
7 agreement, if possible, and in any case not later than the second regular payday. In the case of
8 retroactive pay resulting from negotiations pursuant to Article XIV, Section 19.3., such retroactive pay
9 shall be paid on the first regular payday following agreement on such schedule, if possible, and in any
10 case not later than the second regular payday.

11
12 **Section 17.4.**

13 Any employee required to travel from one site to another in a private vehicle during working hours
14 shall be reimbursed for such travel on a per-mile basis at the highest current IRS allowable.

15
16 **Section 17.4.1.**

17 Employees assigned duties at a location(s) other than the normal work station shall be eligible
18 for reimbursement or District provided transportation.

19
20 **Section 17.5.**

21 Employees required to remain overnight on District business shall be reimbursed for room and board
22 expenditures upon presentation of reasonable documented expense records.

23
24 **Section 17.6.**

25 Employees shall be reimbursed for expenses incurred for required renewal of licenses, permits
26 (excluding basic driver's license), and DOT physical examinations which are required as a condition of
27 employment.

28
29 **Section 17.7.**

30 Employees attending training courses or in-services required by state regulation or District policy as a
31 condition of continued employment or at the specific direction of the District will be paid by the
32 District at the employee's regular hourly rate for all hours worked plus any fee, tuition, or
33 transportation cost.

34
35 **Section 17.8. Vaccinations.**

36 All employees shall be offered flu, pneumonia, and/or hepatitis vaccinations at the District's expense.
37 Other vaccinations required by the Health Department shall be paid by the District. Participation in
38 this benefit is voluntary on the part of the employee.

39
40
41
42 **ARTICLE XVIII**

43
44 **STAFF DEVELOPMENT**

45
46 **Section 18.1.**

47 In order to achieve individual competence and quality work performance, the District recognizes its
48 obligation to the professional development of the employee and agrees that each employee subject to



1 this agreement shall be given adequate opportunities to develop his/her professional job skills and
2 knowledge. The District shall annually budget a minimum of two hundred and fifty dollars (\$250.00)
3 for each employee to pay for salary, tuition, travel expenses, and other related costs for job
4 specific/personal development training. In addition, the District shall provide support for
5 apprenticeship programs and pay the District participation fee of fifty dollars (\$50.00).
6

7 **Section 18.1.1.**

8 Employees may submit a request for reimbursement to the District by July 31 and must provide
9 supportive documentation. On July 31 of each year, any unused portion of the budgeted
10 training funds referenced in Section 18.1. shall be pooled and made available to employees
11 whose total training costs exceeded the \$250.00 individual allotment. Requests for
12 reimbursement received after the July 31 deadline will be eligible for pool dollars only.
13 Unused funds will be distributed equally between those employees who have applied for
14 reimbursement.
15

16 **Section 18.2. Apprenticeship.**

17 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint
18 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this
19 agreement; except that the (WPSCEJATC) shall have jurisdiction to insure that apprentices
20 successfully complete all requirements of the program as approved and registered with the Washington
21 State Apprenticeship and Training Council.
22

23 **Section 18.2.1.**

24 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all
25 parts of the approved standards, such apprentice waives contractual recourse through the
26 grievance procedure.
27

28 **Section 18.2.2.**

29 The maximum approved ratio of apprentice to journey level employees shall be one-to-one. If,
30 at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees
31 shall be selected based upon seniority.
32

33 **Section 18.2.3.**

34 Participation in the apprenticeship program shall be completely voluntary.
35

36 **Section 18.2.4.**

37 Persons employed on the effective date of this agreement may apply for the apprenticeship
38 program at any time new enrollees are accepted. Applications will be accepted annually prior
39 to October 1.
40

41 **Section 18.2.5.**

42 Such employees shall receive partial credit for time worked in the District as determined by the
43 WPSCEJATC.
44

45 **Section 18.3. Education Incentive Program.**

46 The District will institute an education incentive program for completion of approved training.
47 Bargaining unit employees who enroll in and complete an approved apprenticeship program directly
48 related to their current job classification, and those employees who have previously completed an
2020-2023 Collective Bargaining Agreement
Naselle-Grays River Valley PSE /
Naselle-Grays River Valley School District #155



1 approved training program directly related to their current job classification that may be applied to the
2 apprenticeship program, shall receive compensation in the amount of:

- 3
- 4 A. Programs completed within the range of 27-39 credits or 270-399 clock hours = fifty cents
5 (50¢) per hour
- 6 B. Programs completed within the range of 40-80 credits or 400-800 clock hours or an AA degree
7 related to the job classification = one dollar (\$1.00) per hour
- 8

9 Education incentives will be applied according to employee's status on September 1 of that school
10 year.

11 **Section 18.3.1.**

12 A committee consisting of two (2) District administrators and two (2) PSE representatives will
13 approve training programs.

14

15 **Section 18.3.2.**

16 Computer Technicians who hold any of the following certifications shall receive an additional
17 \$1.00 per hour for each certification up to a maximum of two (2) per employee:

- 18
- 19
- 20 A. Apple Certified Support Professional (ACSP)
- 21 B. Apple Certified Technical Coordinator (ACTC)
- 22 C. Google Apps Certified Administrator
- 23 D. Microsoft Certified Solutions Expert Certification
- 24

25 **Section 18.3.3.**

26 Paraeducators who hold the following certifications, up to a maximum of one (1) per employee,
27 shall receive compensation in the amount of:

- 28
- 29 A. Paraeducator Subject Matter Certificate = fifty cents (50¢) per hour
- 30 B. Advanced Paraeducator Certificate = one dollar (\$1.00) per hour
- 31
- 32
- 33

34 **ARTICLE XIX**

35 **TERM AND SEPARABILITY OF PROVISIONS**

36

37 **Section 19.1.**

38 The term of this agreement shall be September 1, 2020 to August 31, 2023.

39

40 **Section 19.2.**

41 All provisions of this agreement shall be applicable to the entire term of this agreement
42 notwithstanding its execution date, except as provided in the following section, or as otherwise
43 specifically noted.

44

45 **Section 19.3.**

46 This agreement may be reopened and modified at any time during its term upon mutual consent of the
47 parties in writing; provided, however, that all wages on Schedule A shall be increased by the State



1 funded increase (IPD) for each year of this agreement; and provided further, that the state allocation for
2 insurance and benefits shall be passed through for each year of this agreement; and to consider the
3 impact of any legislation enacted following execution of this agreement which may arguably affect the
4 terms and conditions herein or create authority to alter personnel practices in public employment.

5
6 **Section 19.3.1.**

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

12
13 **Section 19.3.2.**

14 For school year 2020-2021, the wages on Schedule A will be increased by 2.7% from
15 2019-2020 wages. This is inclusive of the 1.6% State funded increase.

16
17 For school year 2021-2022 all wages, other than the substitute rate, will be increased by either
18 the State IPD or 1%, whichever is greater.

19
20 For school year 2022-2023 all wages, other than the substitute rate, will be increased by either
21 the State IPD or 1%, whichever is greater
22
23
24

25 **SIGNATURE PAGE**

26
27
28
29 PUBLIC SCHOOL EMPLOYEES
30 OF WASHINGTON/SEIU LOCAL 1948

31
32 PUBLIC SCHOOL EMPLOYEES OF
33 NASELLE-GRAYS RIVER VALLEY

34
35
36 BY: Jessica Frame
37 Jessica Frame, Chapter President

38
39 DATE: July 23/2020
40
41

32 NASELLE-GRAYS RIVER VALLEY
33 SCHOOL DISTRICT #155

34
35
36 BY: Chuck Hendrickson
37 Chuck Hendrickson, School Board Chair

38
39 DATE: 7/21/20
40
41

42
43
44 BY: Lisa Nelson
45 Lisa Nelson, Superintendent

46
DATE: 7/21/20



SCHEDULE A
NASELLE-GRAYS RIVER VALLEY SCHOOL DISTRICT #155
SEPTEMBER 1, 2020 – AUGUST 31, 2021

	<u>Substitute Rate</u>	<u>Step 1</u>	<u>After 3 years</u>	<u>After 5 years</u>	<u>After 7 years</u>	<u>After 12 years</u>	<u>After 20 years</u>	<u>After 25 years</u>
<u>PARA-EDUCATOR</u>								
Para-Educator	15.84	\$16.27	\$16.56	\$16.85	\$17.44	\$18.64	\$19.23	\$19.51
<u>SECRETARIAL-CLERICAL</u>								
School Secretary	16.69	\$17.14	\$17.98	\$20.22	\$20.39	\$20.53	\$20.98	\$21.60
<u>TECHNICIAN</u>								
Computer Technician	22.46	\$23.07	\$23.56	\$26.54	\$26.68	\$26.83	\$27.28	\$27.91
Library Technician	17.12	\$17.58	\$17.72	\$17.87	\$18.72	\$19.24	\$19.85	\$20.48
<u>FOOD SERVICE</u>								
Food Service Head Cook	17.23	\$17.70	\$18.61	\$19.48	\$19.65	\$19.79	\$20.23	\$20.87
Assistant Cook	15.88	\$16.31	\$16.76	\$18.10	\$18.24	\$18.37	\$18.85	\$19.46
Food Service Worker	13.54	\$13.91	\$14.27	\$14.51	\$14.62	\$14.87	\$16.18	\$16.81
<u>MAINTENANCE</u>								
Grounds Maintenance	16.52	\$16.97	\$17.37	\$19.53	\$19.72	\$19.85	\$20.31	\$20.94
<u>CUSTODIAL</u>								
Custodian	16.52	\$16.97	\$17.37	\$19.53	\$19.72	\$19.85	\$20.31	\$20.94
<u>TRANSPORTATION</u>								
Bus Driver	17.46	\$17.93	\$18.61	\$21.26	\$21.46	\$21.59	\$22.05	\$22.68
Standby*	17.46	\$17.93	\$18.61	\$21.26	\$21.46	\$21.59	\$22.05	\$22.68

*Per Section 17.1.3, extra trip standby rate is the same as the drivers' regular hourly rate.

Employees hired prior to September 1, 2014, are grandfathered at their 2013-2014 wage rate until the current Schedule A rate exceeds their grandfathered rate.



APPENDIX A
NASELLE-GRAYS RIVER VALLEY SCHOOL DISTRICT #155
CLASSIFIED EMPLOYEE - EVALUATION FORM

EMPLOYEE: _____ CLASSIFICATION: _____

DATE: _____ ANNUAL _____ 90 _____

KEY: NA - Not Applicable N - Needs Improvement S - Satisfactory O - Outstanding

QUALITY AND QUANTITY OF WORK	NA	N	S	O
<p>Takes pride in appearance of work and displays sense of neatness.</p> <p style="text-align: center;">Works accurately.</p> <p style="text-align: center;">Keeps work up to schedule.</p> <p>Can be depended upon for quality work.</p> <p style="text-align: center;">Uses time efficiently.</p>				

WORK HABITS				
<p style="text-align: center;">Is regular in attendance.</p> <p style="text-align: center;">Is punctual.</p> <p>Gives adequate notice when absent from work.</p> <p style="text-align: center;">Is willing worker at all times.</p> <p style="text-align: center;">Is personable in manner.</p> <p>Can be relied upon to handle other phases or work when needed.</p> <p style="text-align: center;">Is willing to accept responsibility.</p> <p style="text-align: center;">Is organized in approach to tasks.</p> <p style="text-align: center;">Suggests changes to improve work.</p> <p>Finds ways and means of dealing with emergencies.</p> <p style="text-align: center;">Maintains the confidentiality of the position.</p> <p style="text-align: center;">Maintains neat work area.</p>				



APPENDIX A
NASELLE-GRAYS RIVER VALLEY SCHOOL DISTRICT #155
CLASSIFIED EMPLOYEE - EVALUATION FORM (Page 2)

EMPLOYEE: _____ DATE: _____

KEY: NA - Not Applicable N - Needs Improvement S - Satisfactory O - Outstanding

TECHNICAL ABILITY	NA	N	S	O
Possesses related skills for position.				
Has specific knowledge of all phases of the job.				
Operates equipment required for the position.				
Takes advantage of training opportunities.				

HUMAN RELATIONS

Receives constructive criticism well.				
Deals courteously and tactfully with fellow workers.				
Deals courteously and tactfully with public.				
Deals courteously and tactfully with students.				



APPENDIX A
NASELLE-GRAYS RIVER VALLEY SCHOOL DISTRICT #155
CLASSIFIED EMPLOYEE - EVALUATION FORM (Page 3)

EMPLOYEE: _____ DATE: _____

ADDITIONAL COMMENTS:

It is my judgment, based on the adopted criteria and the specific performance objectives, that this employee has been _____ (satisfactory/unsatisfactory) during the evaluation period covered in this report.

EMPLOYEE'S SIGNATURE DATE

SUPERVISOR'S SIGNATURE DATE

The employee and the administrator shall sign the evaluation in acknowledgment of having reviewed the evaluation. The employee may, at his option, file a written statement to accompany this evaluation.



Memorandum of Understanding

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF NASELLE-GRAYS RIVER VALLEY, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE NASELLE-GRAYS RIVER VALLEY SCHOOL DISTRICT NO. 155. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XIX, SECTION 19.3, OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following understanding:

Section 7.6.1.

It is understood that during the time the District is in the hybrid learning model for the 2020-2021 school year, bus drivers will be guaranteed twelve and a half (12.5) hours of work per week, regardless what days of the week are worked. This does not prohibit bus drivers from working more than twelve and a half (12.5) hours per week if directed by the District.

This is non-precedent setting and is in response to the circumstances generated under the State of Emergency declared by Governor Jay Inslee on February 29, 2020 regarding COVID-19.

This Memorandum of Understanding shall be retroactive to September 1, 2020; shall remain in effect until hybrid model ends; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF NASELLE-GRAYS RIVER VALLEY

NASELLE-GRAYS RIVER VALLEY
SCHOOL DISTRICT NO. 155

BY: Jessica Frame
Jessica Frame, Chapter President

BY: Lisa Nelson
Lisa Nelson, Superintendent

DATE: 10-20-20

DATE: 10/26/20

