

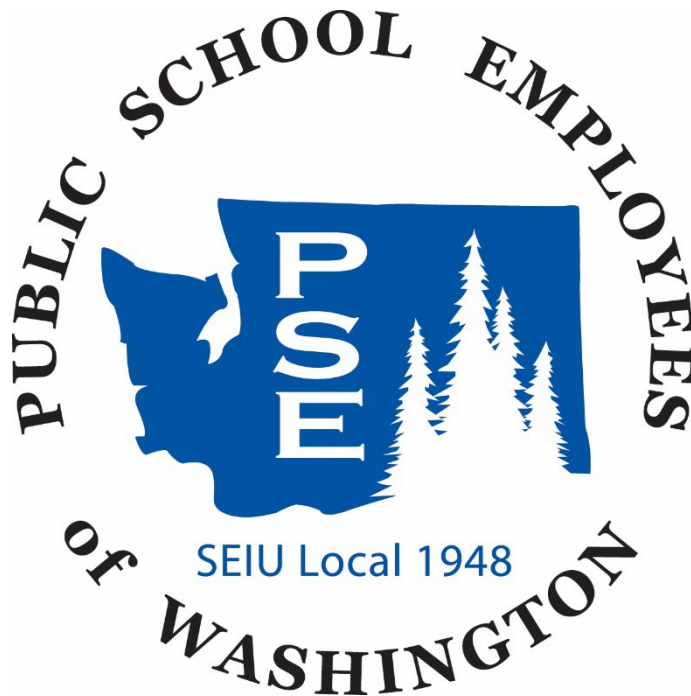
COLLECTIVE BARGAINING AGREEMENT BETWEEN

NESPELEM SCHOOL DISTRICT #14

AND

PUBLIC SCHOOL EMPLOYEES OF NESPELEM #1005

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

P.O. Box 798

Auburn, WA 98071-0798

1.866.820.5652

www.pseclassified.org

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I	1
RECOGNITION AND COVERAGE OF AGREEMENT	1
Section 1.1.....	1
Section 1.2.....	1
Section 1.3.....	1
Section 1.4.....	1
Section 1.5. Job Descriptions.....	1
ARTICLE II	2
RIGHTS OF THE EMPLOYER	2
Section 2.1.....	2
Section 2.2.....	2
ARTICLE III	2
RIGHTS OF EMPLOYEES	2
Section 3.1. Confrontational Situations.....	2
Section 3.2. Personnel Files.....	2
Section 3.3.....	2
Section 3.4.....	3
Section 3.5. Weingarten Rights.....	3
Section 3.6. Equal Opportunity and Nondiscrimination.....	3
Section 3.7. Harassment.....	3
Section 3.8. Immunizations.....	3
ARTICLE IV	3
RIGHTS OF THE ASSOCIATION	3
Section 4.1.....	3
Section 4.2.....	4
Section 4.3.....	4
Section 4.4. Committee Labor Management Meetings.....	4
Section 4.5. Bargaining Unit Employee Information.....	4
ARTICLE V	4
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	4
Section 5.1.....	4
ARTICLE VI	5
ASSOCIATION REPRESENTATION	5
Section 6.1.....	5
Section 6.2.....	5
ARTICLE VII	5
HOURS OF WORK AND OVERTIME	5
Section 7.1.....	5
Section 7.2.....	5
Section 7.3.....	5
Section 7.4. Transportation Shifts and Routes.....	5
Section 7.5.....	6
Section 7.6.....	6
Section 7.7. Compensatory Time.....	6
Section 7.8. Flex Time.....	6
Section 7.9. Reassigned to a Higher/Lower Classification.....	6

ARTICLE VIII	7
PARAEDUCATORS	7
Section 8.1. Minimum Employment Requirements for Paraeducators.....	7
Section 8.2. Paraeducator Certification Program.....	7
Section 8.3. Training Requirements.....	7
Section 8.4. Paraeducator Responsibilities.....	7
Section 8.5. Annual Changes to PESB Requirements.....	7
ARTICLE IX	7
HOLIDAYS AND VACATIONS	7
Section 9.1. Holidays.....	7
Section 9.2. Faith Leave.....	8
Section 9.3. Vacations.....	8
ARTICLE X	9
LEAVES	9
Section 10.1. Sick Leave.....	9
Section 10.2. On-The-Job Injury and Leave.....	9
Section 10.3.....	9
Section 10.4. Domestic Violence Leave.....	9
Section 10.5. Family and Medical Leave Act of 1993 [FMLA] WAC 357.31.525.....	10
Section 10.6. Paid Family Medical Leave.....	10
Section 10.7. Sick Leave Sharing RCW 41.04.665.....	10
Section 10.8. Bereavement Leave.....	10
Section 10.9. Maternity Leave WAC 162-30-020.....	10
Section 10.10. Judicial Leave.....	11
Section 10.11. Leave of Absence.....	11
ARTICLE XI	12
PROBATION, SENIORITY, AND LAYOFF PROCEDURES	12
Section 11.1. Hire Date.....	12
Section 11.2.....	13
Section 11.3.....	13
Section 11.4.....	13
Section 11.5.....	13
Section 11.6.....	13
Section 11.7.....	13
Section 11.8.....	13
Section 11.9.....	13
Section 11.10. Layoffs.....	14
Section 11.11.....	14
Section 11.12. Bumping.....	14
ARTICLE XII	14
EVALUATIONS, DISCIPLINE, AND DISCHARGE OF EMPLOYEES	14
Section 12.1. Just Cause.....	14
Section 12.2. Notification to Non-Annual Employees.....	14
Section 12.3.....	15
Section 12.4. Evaluations.....	15
ARTICLE XIII	15
INSURANCE	15
Section 13.1. INSURANCE – SEBB.....	15

ARTICLE XIV	15
ASSOCIATION MEMBERSHIP AND CHECKOFF	15
Section 14.1. Association Membership.....	15
Section 14.2. Employee Information.....	15
Section 14.3. Deductions and Transmittal of Dues.....	16
Section 14.4. Political Action Committee.....	16
Section 14.5. District Held Harmless.....	16
ARTICLE XV	17
GRIEVANCE PROCEDURE	17
Section 15.1. Purpose.....	17
Section 15.2. Process.....	17
Section 15.3. Binding Effect of Award.....	19
Section 15.4. Continuity of Grievance.....	19
Section 15.5. Grievance Release Time.....	19
ARTICLE XVI	19
TRANSFER OF PREVIOUS EXPERIENCE	19
Section 16.1.....	19
ARTICLE XVII	20
SALARIES AND EMPLOYEE COMPENSATION	20
Section 17.1.....	20
Section 17.2.....	20
Section 17.3.....	20
Section 17.4.....	20
Section 17.5.....	21
Section 17.6.....	21
Section 17.7. Planning/Prep Time.....	21
Section 17.8. Payroll Computation Errors.....	21
Section 17.9. Renewal of License, Certifications, and Health Requirements.....	21
Section 17.10. Summer School Employees.....	21
Section 17.11. Substitute Teacher Wages.....	21
Section 17.12. Payment for Food Handlers Permits.....	22
Section 17.13. High Needs/High Risk Paraeducator Pay.....	22
ARTICLE XVIII	22
TERMS AND SEPARABILITY OF PROVISIONS	22
Section 18.1. Term of Agreement.....	22
Section 18.2.....	22
Section 18.3.....	22
Section 18.4.....	22
Section 18.5.....	23
Section 18.6.....	23
Section 18.7. Longevity.....	23
ARTICLE XIX	23
NO STRIKE	23
Section 19.1.....	23
SIGNATURE PAGE	24
SCHEDULE A 2024 – 2025	25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

PREAMBLE

This Agreement is made and entered into between Nespalem School District Number 14 (hereinafter "District") and Public School Employees of Nespalem School District #14 (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following job classifications:

- Coordinators
- Custodial/Maintenance/Grounds
- Food Service
- Nurse
- Paraprofessionals
- Transportation

Section 1.4.

The following positions shall not be considered as part of the unit: Payroll/Personnel Officer/Business Manager (1); Supervisor of Grounds, Maintenance, Transportation, Custodial (1); and Administrative Secretary.

Section 1.5. Job Descriptions.

All employees subject to this Agreement will be given a copy of their job descriptions within sixty (60) days of the execution of this Agreement. Modification of existing positions, or the creation of new positions, shall require the reopening of this Agreement solely for the purpose of establishing wages.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

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 justifiable causes. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which work assignments undertaken by the employees 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 consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Confrontational Situations.

The District will provide appropriate guidance to employees so employees may use reasonable measures as necessary to protect her/himself, another employee, or a student(s) from attack, physical threat, abuse or injury, or to prevent damage to District or personal property.

Section 3.2. Personnel Files.

Each employee shall be provided a copy of all material placed in his or her personnel file within five (5) days of its insertion and may review and copy the entire file upon request. All derogatory material contained in the file may, upon mutual consent, be removed no sooner than two (2) years or, at the request of the employee, no sooner than five (5) years after its placement in the file. An employee may attach comments to any material that is a part of the personnel file. Employees are responsible for initialing all material being placed in their file within five (5) working days.

Section 3.3.

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.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Section 3.4.

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 3.5. Weingarten Rights.

If a supervisor or administrator have a discussion with an employee and the discussion could in any way lead to being disciplined or terminated, or affect their personal working conditions, the employee can respectfully request that a Union representative, officer, or steward be present at the meeting. Without representation, the employee will attend the meeting and follow lawful orders but may choose not to answer any questions.

Section 3.6. Equal Opportunity and Nondiscrimination.

The employer and the Union are committed to a policy of equal employment opportunity. All staff members will be treated fairly at all times and without regard to race, color, religion, sex, age, national origin, military or marital status, sexual orientation, gender identity, political ideology, genetic information or disability, and any other basis protected by local, state, or federal law. This applies to all personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall, compensation and benefits, discipline, termination and all other conditions or privileges of employment.

Section 3.7. Harassment.

The employer is committed to providing a work environment free from unlawful harassment. The employer will not tolerate actions, words, jokes, or comments based on an individual’s sex, race, ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee, supervisor, school board members or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

Section 3.8. Immunizations.

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

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern either orally or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association is entitled to have an observer at the initial hearing conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.



1 **Section 4.2.**

2 The President of the Association and designated representatives will be provided time off without loss of
3 pay to a maximum of ten (10) days per year to attend regional or State meetings when the purpose of those
4 meetings is in the best interests of the District as determined by the District administration.
5

6 **Section 4.3.**

7 Representatives of the Association, upon gaining permission from the District administration or designee,
8 may have access to the District premises during non-duty hours, provided that no conferences or meetings
9 between employees and Association representatives will in any way hamper or obstruct the normal flow of
10 work.
11

12 **Section 4.4. Committee Labor Management Meetings.**

13 The Association will designate a Labor Management Committee of up to three (3) members and the Union
14 PSE Field Representative who will meet with the Superintendent of the District and his/her designated
15 representative on a mutually agreeable regular basis to discuss appropriate matters.
16

17 **Section 4.5. Bargaining Unit Employee Information.**

18 The District shall provide Public School Employees of Washington/SEIU Local 1948 (PSE) with
19 information regarding each employee in the bargaining unit: name, hire date, FTE, salary information,
20 address, and phone number. The District shall also provide this information to the Association President
21 within ten (10) workdays of their hire date. The District shall also provide the Association President with a
22 list of employees by seniority and classification upon request.
23

24 **Section 4.5.1. Chapter Member Audit.**

25 In October and March of each year, the District shall provide PSE with the employee’s name,
26 position, building location, address, and zip code.
27

28 **Section 4.5.2. Meeting with New Hires.**

29 As part of the general orientation of each new employee within the unit subject to this Agreement,
30 the Association shall be allowed to attend to meet with new hires for up to thirty (30) minutes and
31 provide such employee with a copy of this Agreement and the Dues Authorization Form. If there is
32 no orientation or as new employees are hired, the District shall notify the Association President of
33 all new hires within ten (10) workdays of hire so that the Association can provide such employees
34 with a copy of this Agreement and the Dues Authorization Form.
35
36
37

38 **ARTICLE V**

39 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

40 **Section 5.1.**

41 It is agreed and understood that matters appropriate for discussion between the District and the
42 Association are hours, wages and working conditions of employees in the bargaining unit.
43
44
45
46
47
48



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

Association members will meet with the Superintendent on a mutually agreeable basis to discuss the administration of this Agreement.

Section 6.2.

The Association representative shall represent the Association and employees in meeting with officials of the District to discuss the administration of this Agreement.

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 depend on the work situation. 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.

Section 6.2.3. School Board Meeting Minutes.

School Board meeting minutes shall be posted on the school district website on a monthly basis.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The workweek shall consist of four (4) consecutive days, Monday through Thursday.

Section 7.2.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor provided the meal period commences no less than two (2) hours nor more than five (5) hours from the beginning of the employee's shift.

Section 7.3.

In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will make a reasonable effort to notify each employee to refrain from coming to work.

Section 7.4. Transportation Shifts and Routes.

Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts and route schedules for regular daily scheduled bus runs shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation; and further, that all schedules and driving times for routes shall provide for and include

1 thirty (30) minutes per day for the purpose of bus warmup and bus cleanup in addition to actual hours of
2 driving time. All trips other than regular daily scheduled bus runs shall be compensated at the employee's
3 base hourly rate; provided, however, that bus drivers on trips, other than regular daily scheduled bus runs,
4 shall be subject to the provisions related to overtime hereinafter provided. If there are thirty (30) minutes
5 or less between assignments, the base hourly rate shall continue uninterrupted. Drivers on regular daily
6 scheduled bus runs shall be compensated at the driver's rate established for that specific route. Drivers will
7 receive a minimum of one (1) hour pay for each Driver's Staff Meeting. Drivers shall receive a minimum
8 of two (2) hours pay for each duty call to include waiver days and emergency school closure days. A duty
9 call is defined as any work other than the normal work shift and workday noncontiguous with the normal
10 work shift or workday.

11
12 **Section 7.5.**

13 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one
14 half (1½) times the employee's regular rate, provided that drivers of regular daily scheduled bus runs shall
15 be paid in accordance with the agreed route schedule.

16
17 **Section 7.5.1.**

18 All hours worked on the sixth (6th) consecutive day shall be compensated at one and one half (1½)
19 times the employee's regular rate. All hours worked on the seventh (7th) consecutive day shall be
20 compensated at twice the employee's regular rate.

21
22 **Section 7.6.**

23 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive
24 workday, shall receive no less than two (2) hours pay at the appropriate rate.

25
26 **Section 7.7. Compensatory Time.**

27 An employee may, with prior written consent, select compensatory time off in lieu of overtime
28 compensation. Compensation time, if selected, may be accrued; provided, however, that records shall be
29 maintained and there must be a reasonable expectation that the employee will be provided an opportunity
30 to expend the accrued time. The District shall not solicit employees to accept compensatory time in lieu of
31 other compensation. Compensatory time in lieu of overtime shall be accrued at the rate of one and one half
32 (1½) hours for each hour worked.

33
34 **Section 7.8. Flex Time.**

35 When an employee works pre-approved extra time within their scheduled work week of forty (40) hours or
36 less, the employee may request to have flex time off at the rate of time earned. Flex time must be taken
37 within ninety (90) days of being earned and within the school year earned unless approved by the
38 Superintendent. If an employee has dual classification, the time taken will be at the rate of pay it was
39 earned.

40
41 **Section 7.9. Reassigned to a Higher/Lower Classification.**

42 Should an employee be temporarily assigned to a position/classification due to an absenteeism, and a
43 substitute is not available, the temporarily assigned employee will not suffer a loss in pay at their hourly
44 rate. If the position/classification reassignment has a higher hourly rate of pay, then the employee will be
45 paid at the higher rate per hour.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ARTICLE VIII

PARAEDUCATORS

Section 8.1. Minimum Employment Requirements for Paraeducators.

Paraeducators will be defined as a classified public school or school district employee who works under the supervision of a certified or licensed staff member, from kindergarten to 12th grade to support and assist in providing instructional and other services to students and their families, including library assistant excluding bus monitors, lunchroom aides and community service aides. (WAC 179.01.020).

All paraeducators must meet the minimum requirements per RCW 28A.413.040.

Section 8.2. Paraeducator Certification Program.

The Paraeducator Standards Board (PESB) and the State of Washington have developed standards for paraeducators in the State of Washington, which will be followed by the NSD District.

Section 8.3. Training Requirements.

Each employee shall be paid his or her current hourly rate of pay for all required trainings. The District will be responsible for the following:

- A. Notify employees of required training hours mandated by PESB each year.
- B. Notify paraeducators of trainings available, and the requirements those trainings will satisfy as available.

Section 8.4. Paraeducator Responsibilities.

- A. Register for courses provided by the District or its designee, in District approved registration process.
- B. Maintain course completion documentation as directed by the District.
- C. Complete the required hours of OSPI approved clock hours as mandated by PESB.

Section 8.5. Annual Changes to PESB Requirements.

The District and the Association agree to communicate annually any changes to the PESB certification requirements/funding.

ARTICLE IX

HOLIDAYS AND VACATIONS

Section 9.1. Holidays.

All employees shall receive the following paid holidays if it falls within their contracted days:

- 1. Labor Day
- 2. Columbus Day and/or Native American Day
- 3. Veterans' Day
- 4. Thanksgiving Day
- 5. Day after Thanksgiving
- 6. Christmas Day (for 12-month employees)
- 7. New Year's Day
- 8. Martin Luther King Day
- 9. Presidents' Day
- 10. Memorial Day
- 11. Independence Day



1 **Section 9.1.1. Unworked Holidays.**

2 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at
3 the time the holiday occurs. Employees who are on the active payroll on the holiday and have
4 worked their last scheduled shift preceding the holiday or their first scheduled shift succeeding the
5 holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An
6 exception to this requirement will occur if employees can furnish proof satisfactory to the District
7 that because of illness they were unable to work on either of such shifts, and the absence previous
8 to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.
9

10 **Section 9.1.2. Worked Holidays.**

11 Employees who are required to work on the above described holidays shall receive the pay due
12 them for the holiday plus their base rate for all hours worked on such holidays.
13

14 **Section 9.1.3. Holidays During Vacation.**

15 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take
16 one (1) extra day of vacation with pay in lieu of the holiday as such.
17

18 **Section 9.2. Faith Leave.**

19 Employees are entitled to two (2) unpaid holidays per year for a reason of faith or conscience or an
20 organized activity conducted under the auspices of a religious denomination, church, or religious
21 organization. The employee may select the workdays on which the employee desires to take the two (2)
22 unpaid holidays after consultation with their supervisor/building administrator. If an employee prefers to
23 take the two (2) unpaid holidays on specific workdays for the above reasons, the employer must allow the
24 employee to do so unless the employee’s absence would impose an undue hardship on the employer.
25

26 **Section 9.2.1.**

27 Employees will submit an “Unpaid Holiday” request to their immediate supervisor no less than ten
28 (10) workdays in advance of the requested unpaid holiday. No more than two (2) employees per
29 worksite/building may be absent for an unpaid holiday on any given day. The unpaid holiday may
30 not be used:

- 31 1. To extend vacation, breaks, or holidays; or
 - 32 2. As vacation workdays; or
 - 33 3. To shorten the school year.
- 34

35 **Section 9.3. Vacations.**

36 The vacation credit to which an employee who works twelve (12) months are entitled shall be computed in
37 accordance with the following (a year means September 1 through August 31):
38

<u>Years Worked</u>	<u>Days’ Vacation</u>
0 - 1	Prorated up to five (5) days (¾ day/month)
2 - 5	Ten (10) Days
6 - 20	One (1) additional day per year (Not to exceed 20 days)

39
40
41
42
43
44

45 Vacation shall be granted at the request of the employee, provided the employee’s absence will not disrupt
46 the normal activities of the School District. All requests for vacation shall be provided to the supervisor a
47 minimum of ten (10) days prior to the time off.
48



1 **Section 9.3.1.**

2 Any employee who is discharged or who terminates employment shall receive payment for unused
3 accrued vacation credit with their final paycheck.
4

5
6 **ARTICLE X**

7
8 **LEAVES**

9
10 **Section 10.1. Sick Leave.**

11 It is mutually agreed that such leave shall be available for the employee's use for illness in the immediate
12 family as defined in Section 9.7, including the accompanying of members of the immediate family to
13 medical appointments.
14

15 **Section 10.1.1.**

16 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
17 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
18 school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the
19 employee's normal daily work shift; provided, however, that should an employee's normal daily
20 work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave
21 benefits will be paid in accordance with the employee's normal daily work shift at the time the sick
22 leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily
23 basis.
24

25 **Section 10.2. On-The-Job Injury and Leave.**

26 When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-job
27 injury or occupational disease or illness and is certified off-work by a doctor, the employee may elect to
28 use leave as follows:
29

- 30 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD)
31 benefit payment from the District's industrial insurance; or
- 32 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition
33 to their entitled TTD benefits; or
- 34 C. Elect to use a proportionate share of accumulated leave to make up the difference between their
35 workers' compensation payments and the employee's regular pay at the time of injury.
36

37 **Section 10.2.1.**

38 The District will follow all L & I rules and regulations.
39

40 **Section 10.3.**

41 Employees who have accrued sick leave while employed by another public school district in the State of
42 Washington shall have their sick leave transferred upon employment by the District.
43

44 **Section 10.4. Domestic Violence Leave.**

45 Employees shall be allowed to receive Domestic Violence Leave benefits as authorized by RCW 49.76
46 passed in 2008 Legislature to allow victims of domestic violence, sexual assault, or stalking to take a
47



1 reasonable leave from work to take care of legal or law enforcement needs and obtain health care. Family
2 members may also take reasonable leave to help a victim obtain needed treatment or services. Employees
3 may use sick leave or other paid time off such as compensatory time, flex time or unpaid leave time.
4 Family members include a child, spouse, parent, parent-in-law, grandparent, or person with whom the
5 employee is dating.

6
7 **Section 10.5. Family and Medical Leave Act of 1993 [FMLA] WAC 357.31.525.**

8 Employees shall receive FMLA benefits as authorized by law. See attached Statutory Appendix.
9

10 **Section 10.6. Paid Family Medical Leave.**

11 Employees shall be eligible to apply for Paid Family and Medical Leave under the Washington State
12 Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked
13 a minimum of eight hundred twenty (820) hours within the past calendar year. The district will comply
14 with the PFML (Paid Family Medical Leave) to the extent required by law. The district shall pay the
15 employers portion of the PFML tax as defined in the law.
16

17 **Section 10.7. Sick Leave Sharing RCW 41.04.665.**

18 Employees may be eligible to receive sick leave sharing benefits as authorized by law.
19

20 **Section 10.7.1. Sick Leave Bank.**

21 Local employees who choose to participate in the local sick leave bank by donating six (6) hours at
22 joining and three (3) hours per year thereafter, may request sick leave according to RCW
23 41.04.665. A panel of PSE/District employees will review the request and either approve or deny.
24 The decision of the panel is final. The panel shall consist of one (1) administrator, one (1) PSE
25 member, one (1) PSE officer, one (1) exempt employee.
26

27 **Section 10.8. Bereavement Leave.**

28 Each employee may be granted a maximum of one (1) work week of leave per occurrence with pay per
29 school year for absence caused by death of a member of the immediate family. Immediate family includes
30 spouse, domestic partner, son, daughter, stepson, stepdaughter, foster child, mother, father, stepparent,
31 parents-in-law, significant other or any person living in the same household. This leave also includes
32 brother, sister, stepbrothers and stepsisters, grandparent, grandchild, aunt, uncle, niece, and nephew or as
33 authorized by the Superintendent.
34

35 Each employee may also be granted one (1) day leave per occurrence per year for a close friend,
36 community member, tribal elder or professional acquaintance (school employee).
37

38 **Section 10.9. Maternity Leave WAC 162-30-020.**

39 Employees shall receive maternity leave as authorized by law. See attached Statutory Appendix.
40

41 **Section 10.9.1. Paternity Leave.**

42 A male employee, upon request, may be granted up to three (3) days leave, on or about the date of
43 the birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1
44 above.
45

46 **Section 10.9.2. Adoption Leave.**

47 Upon written application to the Superintendent or designee, adoption leave without pay may be
48

1 granted for up to one (1) year to an employee for the care of a newly adopted child. If such
2 adoption leave is granted, the employee shall notify the Superintendent and his/her immediate
3 supervisor as soon as possible of his/her intention to take adoption leave and the planned time for
4 commencement of that leave.

5
6 **Section 10.10. Judicial Leave.**

7 In the event an employee is summoned to serve as a juror, or as a District witness in litigation involving
8 the District, or is named as a codefendant with the District, such employee shall receive a normal day's pay
9 for each day of required presence in court. In the event that an employee is a party in a court action, such
10 employee may request a leave of absence. Prior to serving as a juror or being involved in a civil court
11 case, either as a witness or as a party to a court action, the employee shall provide either the jury notice,
12 subpoena, or other court notice.

13
14 **Section 10.10.1.**

15 If an employee is subpoenaed as a witness for the District after their regular workday, they will be
16 compensated at their regular rate of pay or after forty (40) hours they will be compensated at time
17 and one half (1½). A copy of the subpoena will be provided to the District beforehand.

18
19 **Section 10.11. Leave of Absence.**

20
21 **Section 10.11.1.**

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

26
27 **Section 10.11.2.**

28 The returning employee will be assigned to the position equivalent to that occupied before the
29 leave of absence if it is available. Employees hired to fill positions of employees on leave of
30 absence will be hired for a specific period of time, i.e., temporarily. Such temporary employees
31 will not have just cause rights for purposes of termination.

32
33 **Section 10.11.3.**

34 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
35 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
36 employee is on leave of absence.

37
38 **Section 10.11.4. Sick Leave Attendance Incentive Program.**

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

1 **Section 10.11.5. Separation of Employment.**

2 At the time of separation from school district employment due to separation, retirement or death,
3 an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)
4 day's current monetary compensation for each four (4) full day's accrued leave for illness or injury.
5 An eligible employee means:

- 6
- 7 A. Employees who separate from employment due to retirement or death.
- 8 B. Employees who separate from employment and who are at least age fifty-five (55) and
9 have at least ten (10) years of service in SERS 3.
- 10 C. Employees who separate from employment and who are at least age fifty-five (55) and
11 have at least fifteen (15) years of service in SERS 2.
- 12

13 **Section 10.11.6. Personal Leave.**

14 Each employee shall be entitled to three (3) days personal leave paid per year. Such leave is neither
15 sick leave nor bereavement leave and is noncumulative. Personal leave may be taken at the
16 employee's discretion due to a problem that has been suddenly precipitated or is unplanned, or
17 where preplanning could not relieve the necessity for the employee's absence. Leave must be
18 planned twenty-four (24) hours in advance with the Superintendent, except in cases of an
19 emergency. Two (2) Personal Leave days may be sold back to the District at the end of the school
20 year at the employee's hourly rate. If the employee chooses this option, it must be put into writing
21 and turned into the payroll office by their last working day of the fiscal school year. Upon leaving
22 the district, the employee shall be paid for any days unused at their regular hourly rate.

23 **Section 10.11.7. Personal Leave Incentive.**

24 The use of only one to two (1-2) days of sick leave per year, an employee will be eligible for an
25 additional two (2) days personal leave. The use of only three to five (3-5) days of sick leave per
26 year an employee will be eligible for an additional one (1) day of personal leave. Additional leave
27 days will be applied to the next school year and are not eligible for buy back.
28
29

30 **ARTICLE XI**

31 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

32
33
34 **Section 11.1. Hire Date.**

35 The hire date of an employee within the bargaining unit shall be established as of the date on which the
36 employee began continuous daily employment (hereinafter "hire date").
37

38 **Section 11.1.1. Seniority Date.**

39 The seniority date of an employee shall be established as of the date on which an employee begins
40 continuous employment within any job classification defined in Article I, Section 1.3, unless such
41 seniority shall be lost as hereinafter provided. If two (2) or more employees are hired on the same
42 day, the employee who substituted the most within the District will have top seniority. If there are
43 two (2) or more employees who have substituted with the same number of days, they will draw
44 numbers from a container. The person drawing #1 will have top seniority. All new hires will draw
45 for seniority at the School Board meeting.
46
47



1 **Section 11.2.**

2 Each new hire shall remain in a probationary status for a period of sixty (60) working days following the
3 hire date. During this probationary period, the District may discharge such employee at its discretion.
4

5 **Section 11.3.**

6 Upon completion of the probationary period, the employee will be subject to all rights and duties
7 contained in this Agreement.
8

9 **Section 11.4.**

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

- 11 A. Resignation.
 - 12 B. Discharge for justifiable cause.
 - 13 C. Retirement.
- 14

15 **Section 11.5.**

16 Seniority rights shall not be lost and shall accrue for the following reasons, without limitation:

- 17 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
 - 18 B. Time on leave of absence granted for the purpose of involuntary service in the Armed Forces of
19 the United States.
 - 20 C. Time spent on other authorized leaves.
 - 21 D. Time spent in layoff status (seniority rights shall not accrue).
- 22

23 **Section 11.6.**

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

27 **Section 11.7.**

28 The employee with the earliest hire date shall have preferential rights regarding vacation periods and
29 special services. The employee with the earliest hire date shall have preferential rights regarding
30 promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are
31 substantially equal with junior employees. If the District determines that seniority rights should not govern
32 because a junior employee possesses ability and performance substantially greater than a senior
33 employee(s), at the request of the employee or Association, the District shall set forth in writing to the
34 employee(s) and Association its reasons why the senior employee(s) have been bypassed.
35

36 **Section 11.8.**

37 All employees will be notified by May 15 of the District's intention to rehire them for the coming school
38 year. This notice will be written. This notice is to conform to unemployment laws.
39

40 **Section 11.9.**

41 The District shall publicize within the bargaining unit for one (1) work week the availability of new or
42 open job positions as soon as possible after the District is apprised of the opening. A hard copy of all job
43 postings shall be delivered to the President of the Association and to the Association representative of the
44 classification concerned during the school year. A hard copy shall be mailed to all classified employees
45 during the summer months. If after five (5) days there are no qualified applicants from within the
46 bargaining unit, then the District may publicize and accept applications from outside the bargaining unit.
47



1 **Section 11.10. Layoffs.**

2 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the
3 District according to layoff ranking. Such employees are to have priority, except for employees not on
4 layoff status who have preference as provided in Sections 10.7 and 10.9, in filling an opening in the
5 classification held immediately prior to layoff. Names shall remain on the re-employment list for one (1)
6 year.

7
8 **Section 11.10.1.**

9 An employee on layoff status will be given preference for substitute positions.
10

11 **Section 11.11.**

12 Employees who change job classifications within the bargaining unit shall retain their hire dates in their
13 previous classification(s), notwithstanding that they have acquired a new classification seniority date.
14

15 **Section 11.12. Bumping.**

16 Whenever a classified employee's position is terminated or an employee is laid off, that employee shall
17 have the right to "bump" an employee with less seniority within the same job classification, even if that
18 employee has more hours.
19

20
21 **ARTICLE XII**

22
23 **EVALUATIONS, DISCIPLINE, AND DISCHARGE OF EMPLOYEES**

24
25 **Section 12.1. Just Cause.**

26 The District shall have the right to discipline, suspend, or discharge an employee for justifiable cause. All
27 charges forming the basis for disciplinary action shall be made available to the employee and the
28 Association at the time the action is taken. The District shall not discipline an employee in public or in
29 front of staff or students.
30

31 **Section 12.1.1. Progressive Discipline.**

32 The following steps, except for egregious cases, will normally be as follows:

- 33 • Pre-Discipline: Informal supervisory counseling and restatement of expectations. A
34 verbal warning is documented, is not part of the employee's personnel file and is part of
35 the supervisor's working file.
- 36 • Written Reprimand: Begins documentation of disciplinary action and shall inform the
37 employee of consequences. This step/document is part of the employee's personnel file.
- 38 • Suspension: Can either be short-term or long-term.
- 39 • Recommendation for discharge from employment.
40

41 **Section 12.2. Notification to Non-Annual Employees.**

42 This section is intended to be applicable to those employees whose duties necessarily imply less than
43 twelve (12) months of work per year.
44

45 **Section 12.2.1.**

46 Should the District decide to discharge or lay off any non-annual employee, the employee shall be
47 so notified in writing prior to such action.

1 **Section 12.3.**

2 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees
3 two (2) weeks’ notice of intention to discharge or layoff.
4

5 **Section 12.4. Evaluations.**

6 Regular employees shall be formally evaluated and met with at least annually, no later than the last day of
7 school, by their supervisor designated for evaluation purposes. Probationary employees shall be formally
8 evaluated prior to the end of the probationary period. Supervisors shall use the same performance
9 evaluation form. Each Supervisor shall address concerns as they come up within five (5) working days of
10 the occurrence with the employee. Shall the supervisor fail to address concerns within the five (5) days of
11 occurrence with the employee; the concerns shall not be placed on the evaluation form. The signature of
12 the employee does not necessarily imply that the employee agrees with the contents of the evaluation. The
13 employee has the right to attach a rebuttal to the evaluation that will be placed in the personnel file.
14
15

16
17 **ARTICLE XIII**

18 **INSURANCE**
19
20

21 **Section 13.1. Insurance – SEBB.**

22 Employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a
23 District contribution for their selected benefits. The employer agrees to provide the insurance plans, follow
24 SEBB employee eligibility rules, and provide funding for all bargaining unit members and their
25 dependents as required by State law, the State Operating Budget, and the School Employees Benefit Board
26 (SEBB).
27
28
29

30 **ARTICLE XIV**

31 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
32
33

34 **Section 14.1. Association Membership.**

35 Each employee subject to this Agreement may choose to become an Association member in good standing
36 by paying monthly dues. Maintaining membership with the Association entitles the member to additional
37 benefits of union membership. The Association shall be the custodian of records in terms of employee
38 Association Membership.
39

40 **Section 14.2. Employee Information.**

41 Upon request the employer will provide PSE a bargaining unit list containing bargaining unit Employee’s:
42 name; employee number; classification; job title; work location; address; work e-mail address; hourly rate
43 of pay; hours worked; gross pay; union dues paid; and language preference. The employer will provide
44 PSE a bargaining unit list, listing bargaining unit employees who are hired, rehired, reinstated, transferred
45 into or out of the bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any
46 type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to
47 or deleted from the bargaining unit. This report will include each listed bargaining unit member’s name,
48 employee number, job title, work location, personnel action, and reason.



1
2 **Section 14.2.1. New Hires.**

3 The Employer will provide PSE reasonable access to new employees of the bargaining unit for the
4 purposes of presenting information about PSE to the new employee. “Reasonable access” for the
5 purposes of this section means the access to the new employee occurs within one month of the
6 employee’s start date within the bargaining unit; the access is for no less than thirty (30) minutes;
7 and the access occurs during the new employee’s regular work hours at the employee’s regular
8 worksite, or at a location and time mutually agreed to by the Employer and PSE.
9

10 **Section 14.3. Deductions and Transmittal of Dues.**

11 The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions
12 in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the
13 treasurer of the Public School Employees of Washington/SEIU Local 1948. Transmissions will include
14 payments and an electronic list of all represented employees with deduction amounts. Transactions will be
15 received after the first Monday following payroll. Submissions are to include all members covered by the
16 Collective Bargaining Agreement. A dues remittance form needs to accompany the payments.
17

18 **Section 14.3.1. Membership Authorization and Revocations.**

19 Upon receiving notice of the employee's authorization from Public School Employees of
20 Washington/SEIU Local 1948 (PSE), the employer shall deduct from the employee's salary
21 membership dues and remit the amounts to Public School Employees of Washington/SEIU Local
22 1948 (PSE), following payroll.
23

24 The employee's authorization remains in effect until expressly revoked by the employee in
25 accordance with the terms and conditions of the authorization. An employee's request to revoke
26 authorization for payroll deductions must be in writing and submitted by the employee to Public
27 School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms and
28 conditions of the authorization. Revocations will not be accepted by the employer if the
29 authorization is not obtained by the employee to Public School Employees of Washington /SEIU
30 Local 1948 (PSE). After the employer receives confirmation from the exclusive bargaining
31 representative that the employee has revoked authorization for deductions, the employer shall end
32 the deduction effective on the first payroll after receipt of the confirmation. The employer shall
33 rely on information provided by the exclusive bargaining representative regarding the authorization
34 and revocation of deductions.
35

36 **Section 14.4. Political Action Committee.**

37 The District shall, upon receipt of authorization that conforms to legal requirements, deduct from the pay
38 of such bargaining unit employee the amount of contribution the employee voluntarily chooses for
39 deduction for political purposes and shall transmit the same to the Union.
40

41 **Section 14.5. District Held Harmless.**

42 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and
43 the Association shall indemnify and hold the District harmless for any and all claims, grievances,
44 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action
45 taken by the District for the purpose of complying with any of the provisions of this Article of the
46 Agreement.
47
48



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. Purpose.

The purpose of this procedure is to provide an orderly method of resolving grievances or complaints arising between the District and its employees within the bargaining unit as defined in Article I herein, with respect to matters dealing with the interpretations or applications of the terms and conditions of this Agreement and to ensure that such grievances or complaints shall be resolved in strict compliance with this Article. A determined effort shall be made to settle such differences at the lowest level in the grievance procedure. Meetings and discussions involving grievances shall be scheduled at mutually agreeable times. The employee may be accompanied by a representative of the Union at all steps of the grievance.

Section 15.1.1. Definitions.

- A. Grievant: A grievant is an employee, or in the case of the Union’s contractual rights, the Union.
- B. Grievance: A grievance is defined as a dispute involving the interpretations or application of the specific terms of this Agreement.
- C. Workdays: Workdays in this procedure are normal District office workdays.

Section 15.1.2. Timelines.

Grievances shall be processed in the following manner and within the stated time limits. Time limits shall be calculated commencing on the day after the event or occurrence triggering the running time limit. Time limits provided in this procedure may be extended only by mutual written agreement. Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure. Failure on the part of the grievant (employee or Union) to present or proceed with a grievance within the specific or mutually extended time limits will render the grievance waived.

Section 15.2. Process.

Section 15.2.1. Step 1. Informal Level – Submission of Grievance to Supervisor.

Within thirty (30) workdays following the occurrence of the event giving rise to the immediate supervisor. The immediate supervisor shall respond informally within five (5) workdays of the employee’s presentation. The informal response at this level may be oral or written.

Section 15.2.2. Step 2. Formal Level – Written Submission of Grievance to Supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) workdays after receipt of the supervisor’s response at Step 1, or within ten (10) workdays after the deadline for the supervisor’s response, whichever is earlier. The written grievance shall contain the following:

- A. A statement of the alleged grievance including the facts upon which the grievance is based.
- B. Reference to the specific term(s) of the Agreement which have been allegedly violated.
- C. Remedy sought.



1 The immediate supervisor shall inform the grievant and the union in writing of the disposition of
2 the grievance within ten (10) workdays of the presentation of the grievance. If an agreeable
3 disposition has been made, the aggrieved party shall terminate the grievance in writing within ten
4 (10) workdays.

5
6 **Section 15.2.3. Step 3. Superintendent Level.**

7 A. **Individual Grievance.**

8 If the grievance is not settled at Step 2, a written statement of the grievance shall be submitted
9 within ten (10) workdays to the District Superintendent. After submission of the grievance, the
10 parties will have ten (10) workdays to meet to resolve the grievance. A written statement of the
11 disposition shall be given to the aggrieved and the Union within ten (10) workdays of the
12 meeting. If an agreeable disposition has been made, the aggrieved party shall terminate the
13 grievance in writing within ten (10) workdays.

14
15 B. **Union Grievance.**

16 A grievance which the Union may have against the employer, limited as aforesaid to matters
17 dealing with the interpretations or application of terms of this Agreement relating to union
18 rights, shall be commenced by filing in writing (in format of Step 2 above) with the
19 Superintendent. Such filing shall be within thirty (30) workdays after the event is known or
20 reasonably should have been known. The Superintendent will schedule a meeting to discuss the
21 grievance within ten (10) workdays and issue a written decision within ten (10) workdays of
22 the date of the grievance meeting.

23
24 **Section 15.2.4. Step 4. School Board Level.**

25 If no settlement has been reached within the ten (10) days referred to in the preceding subsection, a
26 written statement of grievance shall be submitted within ten (10) to the District Board of Directors.
27 After such submission, the parties will have thirty (30) working days from submission of the
28 written statement of grievance to resolve it. The Board of Directors reserves the right to summon
29 the employee for an oral statement of the grievance. The grievance shall be heard by the School
30 Board during an exempt, private portion of its next regular meeting, or at a special meeting to be
31 held no later than thirty (30) workdays from submission of the written grievance to the Board. The
32 employee reserves the right to appear before the Board of Directors to explain the grievance. At
33 any appearance before the Board of Directors, the employee may be accompanied by an
34 Association representative or designee. A written statement of disposition shall be given to the
35 aggrieved party and the Union within ten (10) workdays of the meeting. If an agreeable disposition
36 has been made, the aggrieved party shall terminate the grievance in writing within ten (10)
37 workdays.

38
39 **Section 15.2.5. Arbitration.**

40 If no settlement has been reached within the thirty (30) days referred to in the preceding
41 subsection, the employee may demand arbitration of the grievance. Any dispute, claim or
42 grievance arising out of or relating to the interpretation, or the application of this Agreement shall
43 then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American
44 Arbitration Association. If mutually agreed, the parties may submit to arbitration under the

45
46 Expedited Labor Arbitration Rules of the American Arbitration Association. The parties further
47 agree to accept the arbitrator's award as final and binding upon them.
48

1 **Section 15.2.6. Responsibilities of Parties.**

2 Each party shall pay any compensation and expenses relating to its own witnesses or
3 representatives except that the fees and charges of the arbitrator, if any, shall be shared equally by
4 both parties. The total cost of the stenographic record, if requested, will be paid by the party
5 requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the
6 stenographic cost.
7

8 **Section 15.3. Binding Effect of Award.**

9 All decisions arrived at under the provisions of this Article by the representatives of the Employer and the
10 Union at Step 1, 2, 3, or 4, or by the arbitrator, shall be final and binding upon both parties; provided
11 however, that in arriving at such decisions neither of the parties or the arbitrator shall have the authority to
12 alter the Agreement in whole or part. The arbitrator shall be without authority to require the District to
13 maintain specific employee positions in the future.
14

15 **Section 15.3.1. Limits of the Arbitrator.**

16 The arbitrator cannot order the employer to take action contrary to the law.
17

18 **Section 15.3.2. No Duty to Maintain Status Quo.**

19 The employer has no duty to maintain the status quo or to restore the status quo pending an
20 arbitration. But if return to status quo is ordered by the arbitrator, the return shall be affected as per
21 the arbitrator’s award.
22

23 **Section 15.3.3. Freedom From Reprisal.**

24 There will be no reprisals against the grievant or others as a result of his/her participation in this
25 process.
26

27 **Section 15.4. Continuity of Grievance.**

28 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may proceed
29 through the grievance procedure until resolution so long as the grievance was initiated prior to the
30 expiration of this Agreement.
31

32 **Section 15.5. Grievance Release Time.**

33 In the event the grievance or arbitration discussions occur during regular employment time, the District
34 shall provide release time without loss of compensation limited to the grievant, required witnesses and one
35 (1) Union chapter representative unless otherwise approved by the District. It is recognized that meetings
36 and/or discussions to prepare for grievance and/or arbitration hearings are to take place outside the
37 employee’s work hours and are not to be compensated by the District.
38
39
40

41 **ARTICLE XVI**

42 **TRANSFER OF PREVIOUS EXPERIENCE**

43 **Section 16.1.**

44 Leave accumulated by a person in a district prior to leaving said district may, under rules and regulations
45 of the Board, be granted to such person when the person returns to the employment of the district.
46
47
48



1 When any certificated or classified employee leaves one school district within the state and commences
2 employment with another school district within the state, the employee shall retain the same seniority,
3 leave benefits and other benefits that the employee had in his or her previous position: PROVIDED, that
4 classified employees who transfer between districts after July 28, 1985, shall not retain any seniority rights
5 other than longevity when leaving one school district and beginning employment with another. If the
6 school district to which the person transfers, has a different system for computing seniority, leave benefits,
7 and other benefits, then the employee shall be granted the same seniority, leave benefits and other benefits
8 as a person in that district who has similar occupational status and total years of service. (RCW
9 28A.400.300)

11 ARTICLE XVII

13 SALARIES AND EMPLOYEE COMPENSATION

15 **Section 17.1.**

16 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
17 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
18 worked, and rates paid with each paycheck.
19

21 **Section 17.2.**

22 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
23 Schedule A attached hereto and by this reference incorporated herein.
24

25 **Section 17.2.1.**

26 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
27 and conditions of Article XVIII, Section 18.3. At all Steps of Schedule A, the state provided annual
28 salary percent increases per either the Consumer Price Index (CPI) or the Implicit Price Deflator
29 (IPD) shall be applied. Should the date of execution of this Agreement be subsequent to the
30 effective date, salaries, including overtime, shall be retroactive to the effective date.
31

32 **Section 17.2.2.**

33 Incremental steps, where applicable, shall take effect on the start day of the school year, even if the
34 school year begins prior to September 1 during the term of this Agreement; provided, the employee
35 has been actively employed continuously for at least ninety (90) days of the previous employment
36 year. Employees shall turn in an extra time sheet for the time prior to September 1 of each year.
37

38 **Section 17.2.3.**

39 Any employee who changes job positions or classifications shall receive full longevity credit
40 regarding step placement on Schedule A.
41

42 **Section 17.3.**

43 For purposes of calculating daily hours, time worked shall be rounded to the next one quarter ($\frac{1}{4}$) hour.
44

45 **Section 17.4.**

46 Any employee required to travel from one site to another in a private vehicle during working hours shall
47 be reimbursed for such travel on a per mile basis at the same rate as allowed by the State of Washington.
48

1 **Section 17.5.**

2 Employees required to remain overnight on District business shall be reimbursed for room and board
3 expenditures. Any employee out of the District on authorized business will be reimbursed for all expenses.
4 District Policy will be followed.

5
6 **Section 17.6.**

7 Classified employees may select by September 15 of each school year either a ten (10) month or a twelve
8 (12) month prorated pay period. Once the selection has been made, the employee must remain on this
9 rotation for the entire year.

10
11 **Section 17.7. Planning/Prep Time.**

12 In the event a classified employee is assigned to teach a class, prep time shall be negotiated on a case-by-
13 case basis with the Superintendent.

14
15 **Section 17.7.1. Coordinator Prep Time.**

16 The coordinators will be assured prep time of fifty (50) minutes on a daily basis.

17
18 **Section 17.7.2. Pre-School Student Transportation.**

19 When the pre-school teacher drives pre-school student(s) home, he/she will be paid their regular
20 hourly wage unless he/she exceeds forty (40) hours which would be time and a half.

21
22 **Section 17.8. Payroll Computation Errors.**

23 Errors in computation shall be corrected and paid out within five (5) working days. Employees that do not
24 turn in their payroll by the cutoff date (which is the last working day of each month) will be paid the
25 following month. If an employee is absent on the day payroll is due the supervisor can sign the employees
26 name with an explanation of why the employee is unable to sign and turn in the paperwork to the payroll
27 office. Once the employee returns, they will sign their payroll paperwork that was turned in by the
28 Supervisor.

29
30 **Section 17.9. Renewal of License, Certifications, and Health Requirements.**

31 The District shall pay the total costs of any renewal license, certifications, and health requirements. Bus
32 drivers shall be fully reimbursed for the cost of their CDL renewal above and beyond the standard fee for
33 driver's license renewal. Department of Transportation (DOT) physical examination, X-rays, and health
34 certificates required as a condition of employment of any employee of the District as long as the exam is
35 performed by a physician approved by the District. A list of approved physicians can be obtained at the
36 District office. If an employee chooses to have the examination performed by a physician other than a
37 physician approved by the District, then the District shall only contribute the amount of money that the
38 District would have paid an approved physician for said physical examination toward the cost of the
39 physical examination performed by a physician not approved by the District.

40
41 **Section 17.10. Summer School Employees.**

42 Employees who work summer school shall be guaranteed at least the same hourly rate of pay as earned
43 during the school year.

44
45 **Section 17.11. Substitute Teacher Wages.**

46 Classified staff who hold an Emergency Substitute Certificate may be assigned to supervise students
47
48

1 consistent with RCW 28A.405.465. When assigned by an administrator to replace a certificated teacher,
2 the pay shall be as follows (per Schedule A):

- 3
- 4 • Full day (seven (7) hours) will be paid at the substitute teacher wage.
- 5 • Half day (three and a half (3½) hours) will be paid at the substitute teacher wage.
- 6 • Any hours less than three (3½) hours will be paid at the regular employee's rate of pay.
- 7 • The employee will not suffer a loss in pay during this assignment.
- 8

9 If a classified employee substitutes for the full day (seven (7) hours), this shall constitute a full workday
10 for that employee.

11
12 **Section 17.12. Payment for Food Handlers Permits.**

13 The District shall pay for the Food Handlers Permits for current Food Service employees.

14
15 **Section 17.13. High Needs / High Risk Paraeducator Pay.**

16 All paraeducators shall receive an additional fifty cents (\$0.50) per hour to help in the support of high
17 needs and/or high risk students regardless of being assigned to a high needs individual.

- 18
- 19 • Paraeducators may assist students who require physical or medical assistance. These needs may
20 include, but are not limited to feeding tubes, oral feeding, toileting, and diapering. These
21 students will be identified by the student's Individual Educational Plan (IEP).
- 22 • Paraeducators may assist students who require behavioral support and/or restraint due to
23 violent behaviors as outlined in the student's IEP.
- 24
- 25

26 **ARTICLE XVIII**

27
28 **TERMS AND SEPARABILITY OF PROVISIONS**

29
30 **Section 18.1. Term of Agreement.**

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

32
33 **Section 18.2.**

34 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
35 its execution date.

36
37 **Section 18.3.**

38 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
39 parties in writing; provided, however, that the Agreement shall be reopened annually to renegotiate Schedule
40 A (unless agreed otherwise); and provided further, that this Agreement shall be reopened as necessary to
41 consider the impact of any legislation enacted following execution of this Agreement which might
42 arguably affect the terms and conditions herein; or create authority to alter personnel practices in public
43 employment.

44
45 **Section 18.4.**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Section 18.5.

Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 18.6.

Compensation shall be as stated on the attached Schedule A.

Section 18.7. Longevity.

A one thousand dollars (\$1,000) per year longevity will be added to all PSE bargaining unit employee’s salary amount when the employee reaches the start of their eleventh (11th) year of employment.

- a. Example: Year 11- \$1,000 (\$1,000 total), Year 12- \$1,000 (\$2,000 total), Year 13- \$1,000 (\$3,000 total).
- b. The amount this will add per hour will depend on contracted hours (Example: Six hundred twenty (620) contract hours would equal approximately one dollar sixty-one cents (\$1.61) per hour for an employee entering year eleven (11)).

ARTICLE XIX

NO STRIKE

Section 19.1.

During the term of this Agreement, no strike, slow down, or work stoppage shall be caused or supported by the Association. The District agrees not to lock out employees for the duration of this Agreement.



1
2
3
4
5 **SIGNATURE PAGE**
6
7
8
9

10 PUBLIC SCHOOL EMPLOYEES OF
11 WASHINGTON / SEIU LOCAL 1948

12 NESPELEM CHAPTER #1005

NESPELEM SCHOOL DISTRICT #14

13
14
15
16 BY: */signed by Marion Ives/*
17 Marion Ives, Chapter President

BY: */signed by Effie Dean/*
Dr. Effie Dean, Superintendent

18
19
20 DATE: *Feb. 10, 2025*
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

DATE: *Feb. 10, 2025*



NESPELEM CHAPTER #1005
PSE SCHEDULE A
September 1, 2024 through August 31, 2025
(Includes 3.7% IPD) *****Board Approved**

JOB CLASSIFICATION	BASE YEAR 0-1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BUS DRIVER										
Bus Driver	\$ 27.23	\$ 27.78	\$ 28.34	\$ 28.91	\$ 29.49	\$ 30.08	\$ 30.68	\$ 31.29	\$ 31.92	\$ 32.56
FOOD SERVICE										
Head Cook	\$ 23.44	\$ 23.91	\$ 24.39	\$ 24.88	\$ 25.38	\$ 25.89	\$ 26.41	\$ 26.94	\$ 27.48	\$ 28.03
Assistant Cook	\$ 19.82	\$ 20.21	\$ 20.61	\$ 21.02	\$ 21.44	\$ 21.87	\$ 22.31	\$ 22.76	\$ 23.22	\$ 23.68
CUSTODIAN / MAINTENANCE / GROUNDS										
Custodian/Maintenance /Grounds	\$ 21.48	\$ 21.91	\$ 22.35	\$ 22.80	\$ 23.26	\$ 23.73	\$ 24.20	\$ 24.68	\$ 25.17	\$ 25.67
BUS MECHANIC										
Bus Mechanic	\$ 28.89	\$ 29.46	\$ 30.05	\$ 30.65	\$ 31.26	\$ 31.89	\$ 32.53	\$ 33.18	\$ 33.84	\$ 34.52
PARAPROFESSIONAL										
Paraprofessional	\$ 20.39	\$ 20.79	\$ 21.20	\$ 21.61	\$ 22.03	\$ 22.46	\$ 22.90	\$ 23.35	\$ 23.81	\$ 24.28
NURSE										
LPN	\$ 24.88	\$ 25.38	\$ 25.89	\$ 26.41	\$ 26.94	\$ 27.48	\$ 28.03	\$ 28.59	\$ 29.16	\$ 29.74
RN	\$ 40.20	\$ 41.00	\$ 41.82	\$ 42.66	\$ 43.51	\$ 44.38	\$ 45.27	\$ 46.18	\$ 47.10	\$ 48.04
COORDINATOR										
Coordinator	\$ 25.35	\$ 25.86	\$ 26.38	\$ 26.91	\$ 27.45	\$ 28.00	\$ 28.56	\$ 29.13	\$ 29.71	\$ 30.30
(Library, Tech/Assessment, Native Language, Pre-School)										

Supplemental contracts must be approved and signed prior to the beginning of the event. Payroll cutoff date is the last working day of each month.

Educational Stipends:

Educational Stipends earned during the school year will be paid out once obtained and verified. If the degree is obtained during the summer, stipends will be paid out at the beginning of the new school year.

One (1) Time Only Lump Sum / Single Highest Stipend Applies:

- o Associate Arts Degree \$ 60
- o Bachelor's Degree \$ 90

Substitute Pay:

Substitutes will be paid at the "Base Year 0-1" rate for each job classification. Plus \$50 a day and mileage.

- o Section 7.9 Employee will not suffer a loss in pay → paid at the higher rate of pay.
- o Section 16.11 Substitutes with Emergency Substitute Certificate.
***Any hours substituting less than 3½ hours will be paid at the employees regular rate of pay.
- o Section 18.7 Longevity.

A \$1,000 per year longevity will be added to all PSE bargaining unit employee's salary amount when the employee reaches the start of their 11th year of employment.

- a. Example: Year 11 - \$1,000 (\$1000 total) Year 12 - \$1,000 (\$2,000 total) Year 13 - \$1,000 (\$3,000 total)
- b. The amount this will add per hour will depend on contracted hours (Example: 620 contract hours would equal approximately \$1.61 per hour for an employee entering year 11)

