

COLLECTIVE BARGAINING AGREEMENT BETWEEN

NORTH MASON SCHOOL DISTRICT #403

AND

**PUBLIC SCHOOL EMPLOYEES OF
NORTH MASON #909**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948

P. O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

www.pseclassified.org

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

RECOGNITION AND COVERAGE OF AGREEMENT

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.5, and the Union recognizes the responsibility of representing the interests of all such employees.

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).

The District will provide the Union with complete job descriptions for all employees subject to this Agreement within two (2) weeks of a written request from the Union. Upon the creation of a new job description or significant changes to an existing description, the District will seek input from the Association prior to finalization.

The District and the Union will meet during the 2022-2023 school year to review job descriptions for all employees subject to this Agreement that have not been changed for the past three (3) or more years.

The District will provide the Union with such amendments, changes, and additions to job descriptions as they may from time to time occur.

The bargaining unit to which this Agreement is applicable shall consist of all general job classifications listed on Schedule A of the Agreement.

Substitutes that have worked thirty (30) accumulative days within the immediately preceding twelve (12) months shall be included in the bargaining unit. Such represented employees will

be paid at Step 1 of Schedule A. This section shall be the sole provision of this Agreement applicable to represented substitute employees.

Employees who previously retired or resigned from the District and return to substitute employment within two years of departure will be compensated at the Step One rate for the assignment on Schedule A.

Section 1.5.2.

Substitute and/or non-employee applicants may be hired as temporary employees to perform bargaining unit work on a temporary basis. A temporary employee will not accrue seniority unless the temporary assignment extends beyond one school year. Accordingly, such temporary employees will be covered by all Articles of the Agreement, except Article IX shall be limited to Section 9.2. and 9.3. (Probation); provided, however, if the position extends beyond one (1) school year, all of Article IX shall apply on the first workday of the second year, provided the temporary position is more than one hundred twenty (120) consecutive workdays. The immediately preceding sentence does not apply to Leave Replacement Positions, assigned to regular employees (non-substitute) pursuant to Section 8.6.2. and 9.11.1.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

Employees subject to this Agreement have the right to have Union representatives or other persons present at discussions between themselves and supervisors or other representatives of the District.

Section 3.3.1.

Employees shall receive advanced notice to the extent reasonably possible, at the discretion of the immediate supervisor or District administrator, of investigatory interviews in which the employee is questioned regarding circumstances that could reasonably result in discipline.

Section 3.4.

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

Section 3.5.

Neither the District, nor the Union, shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, religion, color, national origin, sex, marital status, disability, age, veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Section 3.6. Personnel Files.

The District Human Resources Office shall maintain the official personnel file for each employee. This shall not prevent the District administrator from maintaining a working file, which shall be equally available to the employee. Each employee shall be provided with a copy of all derogatory or disciplinary material placed in his/her personnel file within five (5) days of insertion. An employee may attach comments to any such material that is part of the personnel file. The employee may inspect the personnel file with a representative of the District and, if the employee desires, the Union. The employee may make an inventory of the file and have it signed and dated by a representative of the District. Grievance and/or investigatory documents will not be placed in the official personnel file. Employees may be required to sign documents placed in their personnel file to signify receipt only,

1 which will be indicated on such documents. Employees shall have the right to request in writing to the
2 Human Resources Administrator that material be removed from their file after three (3) years from the
3 document date. The Human Resources Administrator shall issue a written decision including an
4 explanation as to the reasons for the determination, within thirty (30) calendar days of receipt of any
5 such request.

6
7 **Section 3.7. Annual Evaluations.**

8 Annual evaluations shall be presented to each employee no later than June 1st. A copy will be
9 provided the employee. Employees may request a meeting to review the evaluation with the
10 immediate supervisor or principal. Employees shall have the right to attach a written response to any
11 evaluation which is placed in the employee's official personnel file. Employees, in signing the
12 evaluation form, are indicating receipt only. The evaluation form(s) used shall be provided to the
13 Union upon request. Evaluations shall not be used for disciplinary purposes. All performance
14 evaluations reflecting a "needs improvement: or does not meet minimum requirements rating in one or
15 more categories shall state specific reasons for the rating.

16
17 **Section 3.8. Safety and Health.**

18 An employee who is physically or verbally threatened by a person or group while carrying out the
19 employee's assigned duties shall immediately contact his/her immediate supervisor. The supervisor
20 shall immediately investigate and if necessary, notify the superintendent and, if necessary, the police.
21 Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety.

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25 **ARTICLE IV**

26
27 **RIGHTS OF THE UNION**

28
29 **Section 4.1.**

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

34
35 **Section 4.2.**

36 The Union shall promptly be notified by the District of any disciplinary actions of any employee in the
37 bargaining unit in accordance with the provisions of Articles X and XIV. The Union is entitled to have
38 an observer at hearings conducted by any District official or body arising out of grievance and to make
39 known the Union's views concerning the case.

40
41 **Section 4.3.**

42 The names, addresses, work assignments, and salary information of employees in the respective units
43 will be provided annually on approximately October 1st to the President of the Union and updated with
44 additions and/or deletions as changes in personnel occur.

Section 4.4.

The Union reserves and retains the right to delegate any right or duty contained herein, within the scope of statute, to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.5.

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

Section 4.6. Bulletin Boards.

The District shall provide a bulletin board space in each school for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.6.1.

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

Section 4.7.

The District shall provide each new employee with a member information packet, to be provided to the HR office by the Union, which shall be comprised of” a) welcome letter; b) an electronic link providing the Agreement on the North Mason School District’s website; c) membership card and a Weingarten card.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are policies and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of the bargaining unit subject to this Agreement.

Section 5.2.

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

Section 5.3.

The Union will designate a Contract-Maintenance Committee of up to three (3) members who will meet with the Superintendent of the District and the Superintendent’s representatives on a mutually agreeable regular basis to discuss appropriate matters.

1 **Section 5.4.**

2 When the District creates a new job title position or substantially changes the duties of an existing
3 position, the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter
4 41.56 RCW.

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6
7
8 **ARTICLE VI**

9
10 **HOURS OF WORK AND OVERTIME**

11
12 **Section 6.1.**

13 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday,
14 followed by two (2) days of rest, Saturday and Sunday; provided, however, the District may assign an
15 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
16 days of rest which shall be treated as Saturday and Sunday respectively. Each employee will be
17 assigned in advance to a definite shift with designated times of beginning and ending. Employees will
18 be given reasonable notice of a shift change except that, in the case of emergencies, changes can be
19 made at the discretion of the immediate supervisor.

20
21 **Section 6.2.**

22 Employees shall be entitled to paid rest period(s) and an unpaid duty free uninterrupted lunch break
23 according to the following daily schedule:

- 24
25
 - Work four (4) hours = one paid fifteen (15) minute break;
 - 26 • Work more than four (4) hours but less than eight (8) hours = allowed one unpaid duty free
27 uninterrupted thirty (30) minute lunch period and one paid fifteen (15) minute break;
 - 28 • Work eight (8) hours = two paid fifteen (15) minute breaks and one unpaid duty free
29 uninterrupted thirty (30) minute lunch period.

30
31 **Section 6.2.1.**

32 In the event a work-related interruption requires the presence of the employee during the
33 scheduled rest period, the employee shall be entitled to schedule, with the supervisor's or
34 designee's approval an alternative rest period.

35
36 **Section 6.3.**

37 Employees assigned the duties and responsibilities of a higher classification employee for more than
38 two (2) consecutive days will be paid at the Step 1 rate of the higher classification or their previous
39 rate of pay, whichever is greater.

40
41 **Section 6.3.1.**

42 Employees permanently hired in a higher classification will be paid the appropriate longevity
43 step consistent with their years of service to the District pursuant to Section 15.2 of the
44 Agreement.

Section 6.3.2.

Employees who apply and are awarded a position at a lower classification will be placed on the appropriate longevity step consistent with their years of service to the District pursuant to Section 15.2 of the Agreement.

Section 6.4.

Employees shall receive payment for all time worked with pre-approval by their supervisor.

Section 6.5.

It is agreed that upon mutual agreement between the District and the employee, shifts of any duration may be established.

Section 6.6. Overtime.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1 ½) times the employee's base hourly rate. Compensatory time off in lieu of overtime pay is allowed upon agreement between the employee and the employee's supervisor. No employee may work overtime without the prior approval of the employee's supervisor.

Section 6.6.1.

All hours worked on Saturday or Sunday, as defined herein, shall be compensated at one and one-half (1 ½) times the employee's base hourly rate.

Section 6.6.2.

Employees called for special service, noncontiguous with the normal work shift or workday, shall receive no less than two (2) hours pay at the appropriate rate.

Section 6.7.

The District may, at its sole discretion, place an employee newly hired in a position on Step 2.

Section 6.8.

At the discretion of the Superintendent or designee, employees may be released early without loss of pay for health and/or safety related emergencies.

Section 6.9. Late Start Protocol.

For scheduled hours of work that are lost due to late start of the school day related to inclement weather, an employee shall have the following options:

1. Make up the lost hours before the end of an employee's work week in a manner authorized by the District, which doesn't put the employee into an overtime position;
2. Use accumulated personal leave or vacation;
3. Use accumulated compensatory time or if applicable, adjusted hours.

Staff should arrive to school/worksites as close to normal if doing so is safe, unless otherwise directed by the District.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

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

- | | |
|--------------------------------|---------------------------|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King Birthday | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | *12. Day after Christmas |

*Applied to twelve-month (260-day contract) employees only.

Section 7.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal workshift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his last scheduled shift preceding the holiday or his first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness, or District approved paid leave, the employee was unable to work on either of such shifts, and the employee's absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

Section 7.1.2. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus two (2) times their base rate for all hours worked on such holidays, unless the employee starts his regular shift at 10:00 p.m. or thereafter on that date.

Section 7.2.

Each employee scheduled to work more the 228 days (including holidays) per year shall accrue ten (10) days paid vacation per year. Upon completion of the first year of service, vacation accrual will advance one day per year not to exceed a total maximum of twenty-two (22) days.

Section 7.2.1.

It is mutually agreed that vacations shall be scheduled according to seniority and District employment needs.

Section 7.2.2.

Any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and administration. Employees may accrue beyond the limit by permission of the Superintendent, or Superintendent's designee, provided no employee shall be denied accrued vacation benefits due to District employment needs. No more than thirty (30) days of vacation may be cashed out upon departure from the District. Vacation dates must be approved by the employee's supervisor.

ARTICLE VIII

LEAVES

Section 8.1. Leaves for Illness, Injury or Emergency.

Section 8.1.1.

Each employee shall accumulate one (1) day of leave for illness, injury or emergency (sick leave) for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. Sick leave will be prorated based on a new employee's hire date. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may accumulate. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year for absence caused by personal illness, injury, doctor/dental/optical appointments, poor health, maternity/paternity, or disability and other uses of sick leave provided by this Agreement as well as use of sick leave required by Federal and State law. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

The District may request a doctor's verification of an employee's ability or inability to work at any time a pattern of conduct, that over a significant period, indicates the need for such medical assessment or a pattern of absenteeism (such as a pattern of repetitive Friday absences over a period of two months).

If a specific medical professional is chosen by the District, the cost of such assessment shall be paid by the District. If the District requires an employee to be assessed by a specific medical professional chosen by the District; the employee will be paid for all hours worked portal to portal. The cost of such assessment shall be fully paid direct-bill by the District.

Section 8.1.2.

Each employee covered by Industrial Insurance shall be allowed three (3) days of absence beyond the day of injury on full salary to be deducted from sick leave. Beginning with the fourth (4) day of absence resulting from injury on the job, the employee may be paid:

1. Only the amount paid by Industrial Insurance;
2. The amount paid by Industrial Insurance and the difference between the amount paid by Industrial Insurance and their regular daily pay deducted from sick leave; or
3. May be paid their regularly scheduled hourly pay deducted from sick leave as well as the amount paid by Industrial Insurance.

This provision shall in no way be in conflict with State Law.

1 **Section 8.1.3.**

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

5
6 **Section 8.1.4. Emergency Leave.**

7 Emergency Leave may be granted by the Superintendent for “emergency” purposes when the
8 following conditions exist:

- 9
- 10 A. The problem must be suddenly precipitated, must be of such a nature that preplanning is
11 not possible, or where preplanning cannot relieve the necessity for the employee’s
12 absence.
- 13
- 14 B. The problem cannot be one of minor importance or of mere convenience but must be
15 serious.
- 16
- 17 C. Additional emergency leave may be granted by the Superintendent if an employee has
18 already taken all other available leave. Conditions in section A and B above must exist
19 to be considered.
- 20

21 Emergency leave that is used shall be deducted from the employee’s sick leave. Prior to taking
22 emergency leave, the employee shall notify, at the earliest possible time, their Supervisor and
23 seek approval. The employee shall, upon return to work, complete and sign an absence report
24 form within seven (7) days after the absence. The Superintendent or his/her designee must
25 grant final approval of all emergency leave.

26

27 **Section 8.1.5.**

28 The District will provide a sick leave cash-out program in accordance with RCW 28A.400.210
29 as now or hereafter amended.

30

31 **Section 8.1.6. Family Care Leave.**

32 The District shall allow an employee to use the employee’s accrued sick leave to care for
33 his/her child with a health condition requiring treatment or supervision. Sick leave used to care
34 for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health
35 condition or an emergency condition in accordance with State or Federal law. For this section,
36 the following definitions shall apply consistent with Washington State law.

37

- 38 A. “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child
39 of a person standing in loco parentis who is: (a) under eighteen years of age; or (b)
40 eighteen years of age or older and incapable of self-care because of a mental or physical
41 disability.
- 42
- 43 B. “Grandparent: means a parent of a parent of an employee.
- 44
- 45 C. “Parent” means a biological parent of an employee or an individual who stood in loco
46 parentis to an employee when the employee was a child.
- 47
- 48

D. "Parent-in-law" means a parent of the spouse of an employee.

E. "Spouse" means a husband or wife as the case may be.

Section 8.1.7. Leave Sharing.

Leave sharing shall be in accordance with District policy and procedure.

Section 8.2. Bereavement Leave.

Upon employee request, an employee may use up to five (5) days of leave per occurrence for a death in the employee's immediate family or household. Such leave is without a loss of pay but is not accumulative. An employee's immediate family includes the employee's parent(s), sibling(s), grandparent(s), child(ren), spouse, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, and grandchild(ren).

An employee may use up to three (3) days of leave per occurrence for the death of any other family member or person of significant relationship.

Section 8.3. Maternity/Paternity/Adoption Leave.

Section 8.3.1.

Any employee desiring to exercise maternity/paternity/adoption leave shall submit such a request in writing to the Superintendent of Schools not later than one month prior to the beginning of such leave. The written request shall specify the following:

- A. Anticipated probable date of expected birth;
- B. Date on which such leave is to commence;
- C. Date of which such leave is to terminate;
- D. Statement regarding number of sick leave days to be applied to such leave.

Section 8.3.2.

The following stipulations shall govern the granting of maternity/paternity/adoption leave:

- A. Not more than ninety (90) working days shall be granted;
- B. Extenuating circumstances may develop that must be verified by a physician's written statement in which case leave may be extended;
- C. When granted, leave shall be without pay and fringe benefits except for that portion covered by sick leave;
- D. All employment rights shall be maintained during sick leave.

Section 8.4. Personal Leave.

Upon employee request and express approval of the Superintendent or his/her designee, an employee may be granted two (2) days of paid personal leave per year. For employees who begin or terminate employment with the District mid-year, personal leave shall be prorated based upon position's calendar. Unused personal leave may be carried over to the following year to a maximum of four (4) days. Personal leave may not be used the first five (5) days or last five (5) days of the student school year. This leave, when granted, will be used in increments of no less than two (2) hours. Personal leave is not deducted from sick leave. An employee using personal leave shall request two (2) days in

1 advance, in writing to the employer; provided, however, late requests will be considered on a case by
2 case basis.

3 4 **Section 8.5. Judicial Leave.**

5 In the event an employee is summoned and legally required to serve as a juror, or appear as a witness
6 in Court, or is named as a co-defendant with the District, such employee shall receive a normal day's
7 pay for each day to a maximum of forty-five (45) days of required presence in Court. In the event that
8 an employee is a party in a Court action, such employee may request a leave of absence, in accordance
9 with Section 8.6 below, provided that no employee shall be compensated for leave under this section if
10 involved in litigation against the District. Judicial leave is not deducted from sick leave. Jury slip,
11 subpoena or other verification of service appearance is required.

12 13 **Section 8.6. Leave of Absence.**

14 15 **Section 8.6.1.**

16 Upon recommendation of the immediate supervisor and upon approval of the Superintendent,
17 an employee may be granted an extended leave of absence for a period not to exceed one (1)
18 year. A regular employee will not be granted a leave of absence to fill another position in the
19 District or to accept employment outside of the District. For instances when the approved leave
20 of absence spans the entire school year (September through August), the employee shall notify
21 the District, in writing, of the employee's intention to return no later than May 1. For all other
22 approved leaves of absence, the employee must notify the District, in writing, of the
23 employee's intention to return no later than thirty (30) days prior to the end of the approved
24 leave. Failure by the employee to give timely notification shall result in the employee
25 relinquishing their position with the District. Application for a leave of absence shall be made
26 using Exhibit 1.

27 28 **Section 8.6.2.**

29 The returning employee will not necessarily be assigned to the identical position occupied
30 before the leave of absence. The employee shall be reinstated to a position equivalent in duties
31 and salary to that held at the time the request for leave of absence was approved, subject to
32 Article IX of the Agreement. It shall be the responsibility of the District to inform leave
33 replacement employees of these provisions. Reference: Section 9.11.1 speaks to seniority and
34 recall rights of leave replacement positions assigned to regular employees. Substitutes and/or
35 non-employee applicants hired as leave replacement employees shall be considered temporary
36 employees as per Section 1.5.2.

37 38 **Section 8.6.3.**

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

42 43 **Section 8.7.**

44 The District will consider leave sharing on a case-by-case basis.

1 **Section 8.8. Union Leave.**

2 The President of the Union and designated representatives shall be provided time off without loss of
3 pay to a maximum of ten (10) days total per year to attend regional or state meetings. The Union shall
4 bear the cost of substitutes. Union leave is not deducted from sick leave.

5
6 **Section 8.9. Light Duty.**

7
8 **Section 8.9.1. Injury Return Rights.**

9 Provided he/she is capable and a physician has released employee to return to normal work
10 duties, an employee away from work for no more than eighteen (18) months due to an on-the-
11 job injury shall be offered a position of comparable status, as long as no reduction-in-force is in
12 effect and no less than twenty (20) calendar days' notice of intention to return to work is given
13 the District.

14
15 **Section 8.9.2. Light-Duty Positions.**

16 The District may create temporary light-duty positions to be offered to employees with open
17 Labor & Industries claims receiving time-loss benefits on a case by case basis. The light duty
18 positions will be paid at state minimum wage until a physician releases the employee to return
19 to his/her regular position or the District determines that the light duty position is longer
20 necessary. An employee may not be assigned to a light duty position for longer than twelve
21 (12) weeks, unless mutually agreed by the District and the Union. The District will submit
22 such job descriptions to the Union for review. The filling of such positions shall be exempt
23 from the posting and seniority provisions of this Agreement. Employees filling such positions
24 shall maintain benefits, prorated for the number of hours (pursuant to Section 11.1 of the
25 Agreement) worked in the light duty position, but shall not accrue seniority in any other
26 classification or replace current bargaining unit employees.

27
28 **Section 8.10.**

29 Under extraordinary circumstances, leave of less than thirty (30) days may be granted by the
30 Superintendent.

31
32
33
34 **ARTICLE IX**

35
36 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

37
38 **Section 9.1.**

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

42
43 **Section 9.1.1.**

44 In cases of employees having the same hire date within the same general job classification, the
45 employee(s) with the greater number of accumulated North Mason School District substitute
46 hours, based on the DRS report, shall be designated as more senior than employee(s) with
47 fewer accumulated substitute hours. Should the immediately preceding sentence fail to

determine the seniority ranking the employee with the numerically lowest employee number shall have priority ranking on the seniority list.

Section 9.2.

Each new hire shall remain in a probationary status for a period of not more than one hundred and twenty (120) working days following the hire date. Prior to completion of the 120 working days, the District/Supervisor shall submit a formal evaluation. During this probationary period, the District may discharge such employee at its discretion.

Section 9.3.

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

Section 9.4.

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

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 9.5.

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

- A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- C. Time spent on other authorized leaves.

Section 9.6.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are listed on Schedule A of the Agreement.

Section 9.7.

The employee with the earliest hire date shall have preferential rights regarding vacation periods, and special services (including overtime), promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee or non-employee applicant possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's grievance committee chairman its reasons why the senior employee or employees have been bypassed. If there are no qualified and willing applicants available, involuntary transfers will go to the least senior employee. Employees will be given written rationale for any involuntary transfers and granted an informal meeting prior to any involuntary transfer.

Section 9.7.1.

Overtime hours will be awarded by building seniority within the classification. Overtime and all additional hours during non-school periods will be awarded by overall seniority in the

classification, however, custodial and maintenance seniority for overtime pay will be determined within the building or assigned work area first, then resort to district-wide seniority.

Hours worked by custodians and food service due to the use of facilities for district sponsored events may be assigned to the senior employee as per this section, if applicable, that would not go into overtime status for such additional hours. District sponsored events shall be defined as those events in which the District controls the funding source.

Section 9.7.2.

When the District wishes to increase work time or fill a vacant position of two (2) hours or less, the District shall:

- A. Inform employees in writing of the availability of such work time only within the building, and not District-wide, and offer such work time within the classification within the building in order of seniority, provided the senior employee is available for such work time; or
- B. In the case of a paraeducator assigned to work primarily with a specific student for which the increased work time is assigned, the District may assign such work time to said paraeducator.; or
- C. Post work time in accordance with Section 9.9 of the Agreement. Additional work time of more than two (2) hours per day shall be posted in accordance with Section 9.9. No employee shall have the right to work regularly scheduled work time that would cause the employee to go into overtime status, unless approved by the District.

Section 9.8.

Employees who change general job classifications within the bargaining unit shall retain their seniority dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new seniority date in the new classification, except as provided in Section 9.11.1.

Section 9.9.

The District shall publicize within the bargaining unit for seven (7) calendar days the availability of open positions as soon as possible after the District is apprised of the opening. Notification of the job title position and job number shall be sent to the President of the Union. For each job posting, the District shall publicize the position title, worksite (if known), hours per day, and days worked per year.

Section 9.10.

In the event of layoff, reduction of one (1) or more hour per day, for each day worked during any twelve (12) month period, or any reduction in hours of employment that reduces the District insurance contribution pursuant to Section 11.1.1. of the Agreement, the following procedure shall apply.

- A. Layoffs will be in order of seniority date in a general job classification.
- B. A seniority list for layoff purposes shall be drawn up for each general job classification according to the criteria below:

- 1 a. For employees who have worked in only one (1) classification, seniority shall be
2 determined by District hire date.
- 3
- 4 b. Employees who have changed general job classifications and still retain seniority in their
5 previous general job classification pursuant to Section 9.8 of the Agreement, or who are
6 placed into a temporary LOA (leave of absence) position pursuant to Section 9.11.1 of the
7 Agreement, shall be included on the seniority list for both classifications.
- 8
- 9 C. The District may not lay off a senior employee before a junior employee in any general job
10 classification unless the junior employee performs a job for which no senior employee in the
11 general job classification is qualified to perform. Should this occur, the District must inform
12 the Union President in writing, the name and position of the junior employee and the rationale
13 for retaining him/her out of seniority order.
- 14
- 15 D. No employee may displace (“bump”) another employee to increase his/her hourly rate of pay.
- 16
- 17 E. In the event of layoff, regular employees so affected are to be placed on a re-employment list
18 maintained by the District. Names shall remain on the re-employment list for twenty-four (24)
19 months. The District shall not hire outside the bargaining unit as long as employee(s) remain
20 on layoff as defined in this subsection; provided an employee on layoff status possesses the
21 qualifications for the open position.
- 22
- 23 F. The District will consult with PSE in the transfer of staff in the event of a re-assignment in the
24 reduction in force.
- 25

26 **Section 9.11.**

27 Employees on layoff status shall file their address and phone number(s) in writing or email with the
28 District personnel office and shall thereafter promptly advise the District in writing of any change in
29 address or phone number. All postings for open employee positions within the District will be posted
30 on the District posting system. The District will notify displaced employees of any opening within the
31 general job classification(s) in which the displaced employee accrued seniority prior to layoff via email
32 and the current district posting system. All postings for open employee position within the District
33 will be posted on the district website via the current posting system.

34

35 **Section 9.11.1.**

36 Regular employees placed by the District in a temporary LOA (leave of absence) position
37 (hereinafter “leave replacement position”) shall retain their employment status in the regular
38 position held preceding to the leave replacement position (hereinafter “regular position”).
39 Regular employees hired to fill positions of employees on leave of absence will be hired for a
40 specific period of time, during which they shall be subject to all provisions of this Agreement.
41 If the leave replacement position is over one hundred and twenty (120) workdays in duration
42 and in a different general job classification for seniority purposes than the regular position, the
43 employee will establish a hire date (seniority) in the general job classification of the leave
44 replacement position in addition to their regular position. At the end of the leave replacement
45 position, the employee will be returned to the regular position, or a position equivalent
46 (pay/hours per day) and in consideration of Article IX in event of layoffs. If a substitute as
47 defined in Section 1.5.1., or a non-employee applicant is hired by the District to fill in for the

regular position said substitute will be considered a temporary employee as defined in Section 1.5.2.

Section 9.12.

The District shall provide Notification of Reasonable Assurance of continuing employment with the school district for the following school year no later than June 15th or within 30 days of the close of the legislative session, whichever date comes later.

ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.

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

Section 10.2. Notification to Non-Annual Employees.

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

Section 10.2.1.

Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to July 31 if possible.

Section 10.2.2.

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

Section 10.2.3.

Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 10.3.

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

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ARTICLE XI

INSURANCE AND RETIREMENT

Section 11.1.

In accordance with SEBB regulations, employees anticipated to work six hundred thirty (630) hours or more shall be eligible to receive a District contribution for their selected benefits.

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

Section 11.2.

The District shall provide tort liability coverage for all employees subject to this Agreement, as required by the statute.

Section 11.3.

The District shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

Section 11.4.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employee's Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

ARTICLE XII

VOCATIONAL TRAINING

Section 12.1.

Employees attending training courses required by Federal or State regulation, or District policy as a condition of continued employment will be paid by the School District, upon supervisor approval, at their regular rate of pay for all time in attendance, plus any fee, tuition, or transportation costs.

Section 12.2.

If any staff member wishes to attend any meeting involving District working time or if any District reimbursement is requested Procedure 6213P must be followed. The Superintendent has the prerogative to assign District-provided transportation rather than to approve mileage reimbursement for private vehicles. Staff members attending meetings may be expected to make a brief, concise oral report to the School Board. A written report may be requested.

Section 12.3.

The District will provide training that it deems necessary.

1 **Section 12.4.**

2 The District and the Association are committed to fostering a learning and working environment that
3 supports equity, diversity, and inclusion. The Association may appoint a member of the bargaining
4 unit as a member of the District's equity committee aimed at furthering this work. If the Association
5 appoints an employee to the equity committee, the employee will be paid at their regular rate of pay for
6 all hours worked. As an alternative, an employee may flex their hours within the workweek with
7 supervisor approval.

8
9 **Section 12.5. Paraeducator Required Trainings.**

10 Paraeducators and Library Technicians will be compensated at their regular rate of pay for all time
11 spent completing required trainings that have been assigned by the District. This time includes actual
12 training and time uploading information into the state database. Paraeducators and Library
13 Technicians will not be required to personally incur the cost to complete District required trainings,
14 and the District will cover all costs associated with the completion of District required trainings.

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17
18 **ARTICLE XIII**

19
20 **MAINTENANCE OF MEMBERSHIP**

21 **Section 13.1.**

22 The District will provide in writing to the Union President the name, job title and worksite of new hires
23 within ten (10) business days of the employee's start-date in any of the job titles set forth on Schedule
24 A of this Agreement. Additionally, the District will provide in writing to the Union President the
25 name, job title and worksite, if applicable, within ten (10) business days of the start-date of substitutes
26 and/or temporary employees in any job title set forth on Schedule A of this Agreement.

27
28 **Section 13.2.**

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

34
35 Upon receiving notice of the employee's authorization from Public School Employees of Washington
36 (PSE), the employer shall deduct from the employee's salary membership dues and remit the amounts
37 to Public School Employees of Washington (PSE), by the first Monday following payroll.

38
39 The employee's authorization remains in effect until expressly revoked by the employee in accordance
40 with the terms and conditions of the authorization. An employee's request to revoke authorization for
41 payroll deductions must be in writing and submitted by the employee to Public School Employees of
42 Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will
43 not be accepted by the employer if the authorization is not obtained by the employee to Public School
44 Employees of Washington (PSE). After the employer receives confirmation from the exclusive
45 bargaining representative that the employee has revoked authorization for deductions, the employer
46 shall end the deduction effective on the first payroll after receipt of the confirmation. The employer
47 shall rely on information provided by the exclusive bargaining representative regarding the
48 authorization and revocation of deductions.

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received by the first Monday following payroll five days following payroll date. Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every month and include membership status changes.

Section 13.2.1. Monthly Report to the Union.

The Employer will provide PSE a monthly bargaining unit list transmitted electronically to membership@pseofwa.org and chapter Membership Officer (or other chapter officer if there is no Membership Officer), containing every bargaining unit employee's: name; employee number; classification; job title; work location; personal phone number; address; work and personal e-mail address; hourly rate of pay; hours worked; gross pay; union dues paid; and language preference.

On a quarterly basis, the Employer will provide PSE a bargaining unit list transmitted electronically, listing bargaining unit employees who are hired, rehired, reinstated, transferred into or out of the bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining unit. This report will include each listed bargaining unit employee's name, employee number, job title, work location, personnel action and reason.

Section 13.3. Local Chapter Dues.

The District shall deduct PSE local chapter dues separately from all PSE members and remit such funds to the local chapter treasurer once annually or within thirty (30) days of the dues being deducted from the employee's pay warrant in the case of an employee hired after the annual deduction.

Section 13.4.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. The District and the Association will work together to find opportunities for these meetings to occur. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

Section 13.5.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check.

1 **Section 13.6. Hold Harmless.**

2 The Union will indemnify, defend and hold the District harmless against any claims, suits, orders
3 and/or judgments against the District on account of any checkoff of Union dues or voluntary political
4 contributions to the Committee on Political Empowerment (COPE).
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7

8 **ARTICLE XIV**
9
10 **GRIEVANCE PROCEDURE**
11

12 **Section 14.1.**

13 Grievances or complaints arising between the District and its employees within the bargaining units
14 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
15 terms of this Agreement, shall be resolved in strict compliance with this Article. Business days, as
16 stated herein, shall be defined as those days the District Administration Office is open to the public.
17

18 **Section 14.2. Grievance Steps.**

19 The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number
20 of days within which each step is prescribed to be accomplished shall be considered as maximum and
21 every effort shall be made to expedite the process. The time limits prescribed in this statement may be
22 extended or reduced by mutual consent of the District and the grievant or Union representative.
23

24 **Section 14.2.1. Level 1.**

25 **Immediate Supervisor – Step One Timeline**

- 26 a. The grievant and their Union representative, if requested, may orally present a
27 grievance to the immediate supervisor. If the grievance is not settled orally, a written
28 statement of grievance shall be presented to the immediate supervisor within twenty
29 (20) business days after the occurrence of the grievance or within (20) business days
30 from the time the grievance or the Union should have reasonably become aware of the
31 events giving rise to the grievance, whichever is later.
32
33 b. The “Statement of Grievance” shall name the grievant(s) involved; the facts giving rise
34 to the grievance; provision(s) of the Agreement alleged to be violated and the remedy
35 (specific relief) requested.
36
37 c. The immediate supervisor shall answer the grievance in writing within ten (10 business
38 days after receipt of the grievance.
39

40 The answer shall include the reasons upon which his/her decision was based. He/she shall
41 concurrently send a copy of the grievance, his/her decision, if any, and all supportive evidence
42 to the grievant, Union President and Superintendent.
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Section 14.2.2. Level 2.

Superintendent – Step Two Appeal

- a. If no satisfactory settlement is reached at Step One, the grievance may be appealed to Step Two, Superintendent, or his/her designated representative, within ten (10) business days of receipt of the decision in Step One.
- b. The Superintendent or his/her designated representative shall arrange for a grievance meeting with grievant(s) and/or his/her designated representative within ten (10) business days of receipt of the Step Two appeal. The purpose of this meeting shall be to affect a resolution of the grievance.
- c. The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), and/or Union representative within ten (10) business days from the conclusion of the meeting.

Section 14.2.3. Arbitration.

If the grievance is not adjusted to the satisfaction of the grievant under Level 2, and the Union determines the grievance to be valid, the Union shall request arbitration of the grievance. If the Union does not request arbitration within fifteen (15) business days after receiving the Superintendent's decision in writing, the right to invoke arbitration shall be waived.

Within fifteen (15) business days after such written notice of submission to arbitration, the District and the Union will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the fifteen (15) day period, either party may submit the matter to the American Arbitration Association for arbitration. The parties shall be bound by the rules, regulations and the procedures of the American Arbitration Association. During the arbitration proceedings, neither the District, the Union, nor the grievant, will be permitted to assert any grounds not previously disclosed to the parties.

Unless otherwise agreed by the District and Union, the arbitrator shall conduct a hearing within fifteen (15) business days of his/her appointment and will issue a decision not later than fifteen (15) business days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the District and the Union and will be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Union. All other costs will be borne by the party incurring them.

ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1.

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

Section 15.1.1.

The Schedule A for the 2022-2023 school year is attached to this agreement. Effective September 1, 2023, Schedule A shall be increased by four percent (4%) or the state-funded inflationary adjustment, whichever is greater. Effective September 1, 2024, Schedule A shall be increased by four and a half percent (4.5%) or the state-funded inflationary adjustment, whichever is greater.

Section 15.2.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed as a regular employee for at least fifty percent (50%) of the previous employment period. Step two (2) shall be awarded after completion of five (5) years of service; Step three (3) shall be awarded after completion of nine (9) years of service; Step four (4) shall be awarded after completion of fourteen (14) years of service and Step five (5) shall be awarded after completion of nineteen (19) years of service. Incremental steps shall be granted based on years of service to the District regardless of changes in classification.

Section 15.2.1.

It is the employee's responsibility to provide verification of similar occupational status from another Washington State School District to Human Resources within sixty (60) days of hire or no later than October 1st of any following school year for movement on Schedule A. The District shall inform new hires of their right to transfer longevity pursuant to RCW 28A.400.300.

Section 15.2.2.

Any PSE member with an AA degree or higher, or ninety (90) applicable college credits, will receive an additional fifty (\$0.50) per hour increase; provided that a copy of the official transcript is submitted to the Human Resources no later than October 1st of the school year to which the pay increase will take effect.

Section 15.2.3.

The certificates set forth on Schedule A must be directly related to the employee's current position as determined by Human Resources to be eligible for payment. Proof of a current certificate must be submitted to Human Resources by October 1st to receive the full amount for the school year. If the certificate is received after the beginning of the school year, the amount will be prorated from the date the certificate is received in Human Resources.

Section 15.3.

When an employee is reassigned within a job classification, there shall be no reduction in the employee's wage rate.

Section 15.4.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis in accordance with Section 12.2.

Section 15.5.

Any employee required to remain overnight on District business shall be reimbursed for room and board expenditures in accordance with Section 12.2.

Section 15.6.

Employees shall be paid over twelve (12) months.

ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1.

The term of this Agreement shall be September 1, 2022, to August 31, 2025.

Section 16.2.

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

Section 16.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Section 16.4.

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

Section 16.5.

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 16.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 16.3.

Section 16.7.

In the event of funding reductions owing to double levy failure, hours, wages, and working conditions contained in this Agreement will immediately be subject to negotiations at the request of either party.

Section 16.8.

The District will provide permissive fringe benefits only for employees who work at least fifteen (15) hours per week and at least three (3) days per week.

1 **Section 16.9.**

2 There could be up to five (5) days per year that Food Service employees would not work if school
3 lunches were not served at a school site and therefore a given employee's services were not necessary.
4 An additional three (3) days under these circumstances would be at the employee's option to work as
5 directed by the employee's supervisor or to take as non-workdays.
6

7 **Section 16.10.**

8 In applying wage increases on the salary schedule, there will be no distinction made between BEA and
9 non-BEA positions.
10

11 **Section 16.11.**

12 The responsibility of payment of any costs related to security checks, background investigations,
13 production of records, fingerprinting, medical examinations, inoculations, immunizations, and related
14 matters required as a condition of continuing employment with the District shall be negotiated with the
15 Union.
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19 **ARTICLE XVII**

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21 **SMOKING PROHIBITION**
22

23 **Section 17.1.**

24 According to Board Policy 4215 employees are prohibited from using tobacco products and delivery
25 devices in District buildings, on District premises and in District vehicles.
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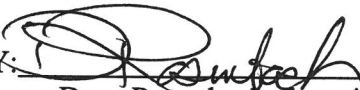
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PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF NORTH MASON #909

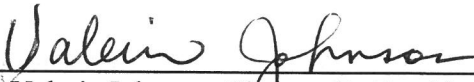
NORTH MASON SCHOOL DISTRICT
#403

BY: 
Carol Ames, Chapter Co-President

BY: 
Dana Rosenbach, Superintendent

DATE: 11/8/22

DATE: 11/8/22

BY: 
Valerie Johnson, Chapter Co-President

DATE: 11/8/22

Schedule A
North Mason School District #403
September 1, 2022 – August 31, 2023

Position	Step 1 0-5 Years	Step 2 6-9 Years	Step 3 10-14 Years	Step 4 15-19 Years	Step 5 20+ Years	Step 6 25+ Years
Secretarial- Clerical						
Office Coordinator	\$25.48	\$26.73	\$28.47	\$28.97	\$29.41	\$29.92
High School Registrar	\$23.18	\$23.83	\$24.40	\$24.95	\$25.84	\$26.36
Secretary 1	\$22.48	\$23.13	\$23.68	\$24.23	\$24.67	\$25.18
Clerk- Typist	\$20.66	\$21.32	\$21.84	\$22.35	\$22.79	\$23.31
Custodial- Maintenance						
Maintenance	\$29.81	\$30.44	\$30.99	\$31.49	\$31.99	\$32.51
Maintenance / Grounds, Support	\$24.97	\$27.26	\$27.85	\$28.47	\$28.98	\$29.50
Custodian Lead	\$24.12	\$24.64	\$25.13	\$25.55	\$25.99	\$26.50
Custodian	\$22.76	\$23.29	\$23.76	\$24.18	\$24.62	\$25.13
Nutritional Services						
Central Kitchen Head Cook/Head Baker	\$21.48	\$23.59	\$24.12	\$24.65	\$25.11	\$25.63
Cook/ Cashier/ Delivery	\$20.80	\$22.91	\$23.43	\$23.97	\$24.44	\$24.96
Food Service Helper	\$18.08	\$18.65	\$19.15	\$19.62	\$20.02	\$20.54
Paraeducator	\$21.92	\$22.59	\$23.11	\$23.65	\$24.11	\$24.63
Library Technician	\$21.92	\$22.59	\$23.11	\$23.65	\$24.11	\$24.63
Paraeducator- ELL Interpreter	\$22.31	\$22.97	\$23.50	\$24.06	\$24.50	\$25.02
COTA/ Certified SLP Aide	\$25.79	\$26.93	\$27.50	\$28.12	\$28.63	\$29.15
Activity Assistant	\$19.28	\$19.89	\$20.37	\$20.88	\$21.30	\$21.82
Interpreter- Deaf	\$25.79	\$26.97	\$27.61	\$28.36	\$28.96	\$29.48
Compliance Specialist	\$25.29	\$26.08	\$26.67	\$27.24	\$27.73	\$28.24
Technology Services						
Technology Specialist	\$29.43	\$30.53	\$31.34	\$32.78	\$34.27	\$34.78
Technician	\$23.29	\$24.78	\$25.30	\$25.73	\$26.18	\$26.70
Student Data Coordinator	\$30.68	\$31.78	\$32.59	\$34.04	\$35.50	\$36.02
Window Systems Administrator	\$34.95	\$36.27	\$37.24	\$38.98	\$40.75	\$41.26
Accounting						
Accounting Technician	\$25.91	\$28.42	\$28.90	\$29.42	\$29.84	\$30.35
Grants Coordinator	\$24.67	\$26.54	\$27.66	\$28.17	\$29.22	\$29.74
Payroll & Benefits Technician	\$24.67	\$26.54	\$27.66	\$28.17	\$29.22	\$29.74

CERTIFICATES

Certificates must be directly related to the employee's current position as determined by Human Resources. Proof of current certificate must be submitted each year to Human Resources by October 1, to receive the full stipend for that school year. If the certificate is received after the beginning of the school year the stipend will be prorated from the date the certificate is received in Human Resources. Certificates must be issued by the following organizations.

Issued by NAEOP/WAEOP:

\$125 PSP
\$125 CEOE

School Nutrition Association Certificate Program:

\$125 Level 1
\$250 Level 2
\$375 Level 3



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EXHIBIT 1

PUBLIC SCHOOL EMPLOYEES OF NORTH MASON EXTENDED LEAVE OF ABSENCE REQUEST

Employee Name: _____ Home Phone: _____

Position: _____ Building: _____

Requested Leave - from: _____ to: _____

Reason leave is requested: _____

Per the Collective Bargaining Agreement between North Mason School District and Public School Employees of North Mason School District, Section 8.6.1 an employee may be granted an extended leave of absence for a period not to exceed one (1) year. A regular employee will not be granted a leave of absence to fill another position in the District or to accept employment outside of the District.

If the leave is granted for a full school year the employee must give notice to the District of their intent to return for the following school year no later than May 1st. If leave is granted for a period of time other than a school year (i.e., November through October) the employee must give the District a thirty (30) day notice of their intent to return. If timely notice is not timely given, the employee shall be deemed to have relinquished reemployment rights.

Approval of Immediate Supervisor: _____

Approval of Superintendent: _____

On Personnel Report to the Board: _____

LETTER OF AGREEMENT

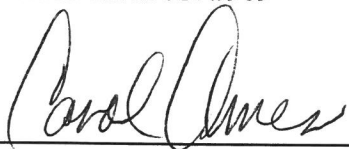
LETTER OF AGREEMENT THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, NORTH MASON PSE AND THE NORTH MASON SCHOOL DISTRICT #403. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. The District will provide an optional additional workday for all non-260-day PSE employees paid at per diem, submitted on a time sheet. The specific date(s) of this additional workday will be at the discretion of the principal/supervisor based on building/program/district need. Every effort will be made in the scheduling of this date(s) to ensure everyone has the opportunity to take advantage of this additional optional workday.

This Letter of Agreement shall be effective September 1, 2019, shall remain in effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF NORTH MASON #909

BY:



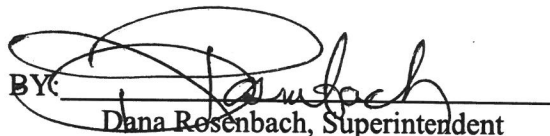
Carol Ames, Chapter Co-President

DATE:

11/8/22

NORTH MASON SCHOOL DISTRICT
#403

BY:



Dana Rosenbach, Superintendent

DATE:

11/8/22

BY:



Valerie Johnson, Chapter Co-President

DATE:

11/8/22

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, NORTH MASON CHAPTER #909 AND NORTH MASON SCHOOL DISTRICT # 403. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The North Mason School District #403 and the Public School Employees of North Mason #909 agree to alter Section 8.4. Personal Leave of the Collective Bargaining Agreement for September 1, 2022 to August 31, 2025.

Section 8.4. Personal Leave.

Upon employee request and express approval of the Superintendent or his/her designee, an employee may be granted two (2) days of paid personal leave per year. For employees who begin or terminate employment with the District mid-year, personal leave shall be prorated based upon the position's calendar. Unused personal leave may be carried over to the following year to a maximum of four (4) days. Personal leave may not be used the first five (5) days or last five (5) days of the student school year. This leave has a minimum of two (2) hours or greater when granted. Personal leave is not deducted from sick leave. An employee using personal leave shall request two (2) days in advance, in writing to the employer; provided, however, late requests will be considered on a case by case basis.

This Agreement shall take effect on September 1, 2022 and shall expire on August 31, 2025.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

NORTH MASON CHAPTER #909

NORTH MASON SCHOOL DISTRICT # 403

BY: Valerie Johnson
Valarie Johnson, Chapter Co-President

BY: [Signature]

DATE: 11/21/2022

DATE: 11/21/22

BY: Carol Ames
Carol Ames, Chapter Co-President

DATE: 11/15/22

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF NORTH MASON AND THE NORTH MASON SCHOOL DISTRICT #403.

Specifically, this document sets forth the understanding between the parties related to the bargaining unit position posted as "Security Guard."

In terms of the applicability of specific provisions of the parties' collective bargaining agreement, the parties agree as follows:

Agreement:

1. The parties agree that Article I, Section 1.5 shall include Security Guards.
2. The Security Officers will be their group on Schedule A.
3. The Schedule A wages for the 2022-2023 school year shall be:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$25.24	\$26.27	\$27.04	\$27.82	\$28.85	\$29.36

Wages shall be increased in subsequent years by the parties' current Collective Bargaining Agreement terms.

This Letter of Agreement shall take effect on the date of the last signature below, shall expire on August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF NORTH MASON #909

NORTH MASON SCHOOL DISTRICT #403

BY: Carol Ames
Carol Ames, Chapter Co-President

BY: Dana Rosenbach
Dana Rosenbach, Superintendent

DATE: 1/10/23

DATE: 1/13/23

BY: Valerie Johnson
Valerie Johnson, Chapter Co-President

DATE: 1/11/2023

Schedule A
North Mason School District #403
September 1, 2023 – August 31, 2024

Position	Step 1 0-5 Years	Step 2 6-9 Years	Step 3 10-14 Years	Step 4 15-19 Years	Step 5 20+ Years	Step 6 25+ Years
Secretarial- Clerical						
Office Coordinator	\$26.50	\$27.80	\$29.61	\$30.13	\$30.59	\$31.12
High School Registrar	\$24.11	\$24.78	\$25.38	\$25.95	\$26.87	\$27.41
Secretary 1	\$23.38	\$24.06	\$24.63	\$25.20	\$25.66	\$26.19
Clerk- Typist	\$21.49	\$22.17	\$22.71	\$23.24	\$23.70	\$24.24
Custodial- Maintenance						
Maintenance	\$31.00	\$31.66	\$32.23	\$32.75	\$33.27	\$33.81
Maintenance / Grounds, Support	\$25.97	\$28.35	\$28.96	\$29.61	\$30.14	\$30.68
Custodian Lead	\$25.08	\$25.63	\$26.14	\$26.57	\$27.03	\$27.56
Custodian	\$23.67	\$24.22	\$24.71	\$25.15	\$25.60	\$26.14
Nutritional Services						
Central Kitchen Head Cook	\$22.34	\$24.53	\$25.08	\$25.64	\$26.11	\$26.66
Cook/ Cashier/ Delivery	\$21.63	\$23.83	\$24.37	\$24.93	\$25.42	\$25.96
Food Service Helper	\$18.80	\$19.40	\$19.92	\$20.40	\$20.82	\$21.36
Paraeducator	\$22.80	\$23.49	\$24.03	\$24.60	\$25.07	\$25.62
Library Technician	\$22.80	\$23.49	\$24.03	\$24.60	\$25.07	\$25.62
Paraeducator- ELL Interpreter	\$23.20	\$23.89	\$24.44	\$25.02	\$25.48	\$26.02
COTA/ Certified SLP Aide	\$26.82	\$28.01	\$28.60	\$29.24	\$29.78	\$30.32
Activity Assistant	\$20.05	\$20.69	\$21.18	\$21.72	\$22.15	\$22.69
Interpreter- Deaf	\$26.82	\$28.05	\$28.71	\$29.49	\$30.12	\$30.66
Compliance Specialist	\$26.30	\$27.12	\$27.74	\$28.33	\$28.84	\$29.37
Technology Services						
Technology Specialist	\$30.61	\$31.75	\$32.59	\$34.09	\$35.64	\$36.17
Technician	\$24.22	\$25.77	\$26.31	\$26.76	\$27.23	\$27.77
Student Data Coordinator	\$31.91	\$33.05	\$33.89	\$35.40	\$36.92	\$37.46
Window Systems Administrator	\$36.35	\$37.72	\$38.73	\$40.54	\$42.38	\$42.91
Accounting						
Accounting Technician	\$26.95	\$29.56	\$30.06	\$30.60	\$31.03	\$31.56
Grants Coordinator	\$25.66	\$27.60	\$28.77	\$29.30	\$30.39	\$30.93
Payroll & Benefits Technician	\$25.66	\$27.60	\$28.77	\$29.30	\$30.39	\$30.93

CERTIFICATES

Certificates must be directly related to the employee's current position as determined by Human Resources. Proof of current certificate must be submitted each year to Human Resources by October 1, to receive the full stipend for that school year. If the certificate is received after the beginning of the school year the stipend will be prorated from the date the certificate is received in Human Resources. Certificates must be issued by the following organizations.

<u>Issued by NAEOP/WAEOP:</u>	<u>School Nutrition Association Certificate Program:</u>
\$125 PSP	\$125 Level 1
\$125 CEOE	\$250 Level 2
	\$375 Level 3



MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, NORTH MASON CHAPTER #909 AND NORTH MASON SCHOOL DISTRICT # 403. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The North Mason School District #403 and the Public School Employees of North Mason #909 agree to alter Section 8.4. Personal Leave of the Collective Bargaining Agreement.

Section 8.4. Personal Leave.

Upon employee request and express approval of the Superintendent or his/her designee, an employee may be granted two (2) days of paid personal leave per year. For employees who begin or terminate employment with the District mid-year, personal leave shall be prorated based upon the position's calendar. Unused personal leave may be carried over to the following year to a maximum of four (4) days. Personal leave may not be used the first five (5) days or last five (5) days of the student school year. This leave has a minimum of two (2) hours or greater when granted. Personal leave is not deducted from sick leave. An employee using personal leave shall request two (2) days in advance, in writing to the employer; provided, however, late requests will be considered on a case by case basis.

When personal leave is used for late starts or early dismissal due to inclement weather and no substitute is required it can be used in increments of no less than 30 minutes for each occurrence.

This Agreement shall take effect upon the last signature and shall expire on August 31, 2025.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
NORTH MASON CHAPTER #909

NORTH MASON SCHOOL DISTRICT # 403

BY: Val Johnson
Valarie Johnson, Chapter Co-President

BY: Dana Rosenbach
Dana Rosenbach, Superintendent

DATE: 2/2/24

DATE: 2/2/24

BY: Carol Ames
Carol Ames, Chapter Co-President

DATE: 2/2/24

