

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**NORTHPORT SCHOOL DISTRICT #211**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF NORTHPORT**  
**SEPTEMBER 1, 2019 – AUGUST 31, 2022**



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

- 4 1. Participation of employees in the formulation and implementation of personnel policies affecting  
5 them contributes to effective conduct of school business.  
6  
7 2. The efficient administration of the system of public instruction and well-being of employees  
8 requires that orderly and constructive relationships be maintained between the parties hereto.  
9  
10 3. Subject to law and the paramount consideration of service to the public, employee-management  
11 relations should be improved by providing employees an opportunity for greater participation in  
12 the formulation and implementation of policies and procedures affecting the conditions of their  
13 employment.  
14  
15 4. Effective employee-management cooperation requires a clear statement of the respective rights and  
16 obligations of the parties hereto.  
17  
18 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration  
19 of the District and the well-being of employees within the spirit of the Public Employees Collective  
20 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and  
21 procedures, and to provide means for amicable discussion and adjustment of matters of mutual  
22 interest.  
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25 **PREAMBLE**

26  
27 This Agreement is made and entered into between Northport School District # 211 (hereinafter  
28 “District”) and Public School Employees of Northport, an affiliate of Public School Employees of  
29 Washington/SEIU Local 1948 (hereinafter “Association”).  
30

31 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
32 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties  
33 agree as follows:  
34  
35

36 **ARTICLE I**

37 **RECOGNITION AND COVERAGE OF AGREEMENT**

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40 **Section 1.1. Exclusive Representative.**

41 The District hereby recognizes the Association as the exclusive representative of all employees in the  
42 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of  
43 representing the interests of all such employees.  
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1 **Section 1.2. Exclusion.**

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

5  
6 **Section 1.3. Job Descriptions**

7 Descriptions for all positions subject to this Agreement will be on file with the President of Public School  
8 Employees of Northport. Each employee will, within one hundred eighty (180) days of the signing of this  
9 Agreement, be given a copy of their own job description. New employees will be given a copy of their  
10 job description at the time of hire. Modification of existing positions, or the creation of new positions,  
11 shall require reopening of this Agreement pursuant to Article XVIII, Section 18.3.

12  
13 **Section 1.4. Recognition.**

14 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the  
15 following general job classifications: Custodial/Maintenance, Secretarial/Clerical, Transportation, Food  
16 Service, Paraeducator and Technical Support Technician/Secretarial/Paraeducator.

17  
18 The District Secretary/Bookkeeper shall be exempt from the bargaining unit.

19  
20 **Section 1.5. Substitute Employees.**

21 A substitute employee is one who fills in for another employee.

- 22
- 23 1. Substitute employees who work for less than one-sixth (1/6<sup>th</sup>) of the workdays in a normal  
24 academic school year period, are not covered by this Agreement.
  - 25
  - 26 2. Substitute employees doing bargaining unit work who work one-sixth of a normal academic year,  
27 in any twelve (12) month period and continue to be available for work, will be included in the  
28 bargaining unit limited to benefits as required by PERS, FICA and L&I. Wages will be the  
29 starting bargaining unit wage. Seniority will not be accrued by any person hired as a substitute.  
30 No other provisions of the Collective Bargaining Agreement shall apply to substitutes.
  - 31
  - 32 3. Substitute employees hired to fill positions on Board approved leaves of absences will be hired  
33 for the duration of such leave, during which time they shall be subject to all provisions of this  
34 Agreement.
  - 35
  - 36 4. Substitute employees will be paid the Step 1 rate of pay of the position they substitute for.
  - 37
  - 38 5. Former employees who substitute will make the wages they earned when they last worked.
  - 39
  - 40 6. Substitutes who have worked 180 days will be placed at the Step II Level of pay.

41  
42 **Section 1.6. Temporary Positions.**

43 Temporary positions are new positions created by the District to fill a short-term need. Temporary  
44 positions will have a specific beginning and ending date. Should the temporary position exceed sixty-  
45 (60) working days, the position will be posted pursuant to Article X, Section 10.8. Employees filling  
46 temporary positions that exceed twenty (20) consecutive or thirty (30) intermittent workdays will have  
47 benefits as provided in Article I, Section 1.5(2).

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## ARTICLE II

### RIGHTS OF THE EMPLOYER

#### **Section 2.1.**

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

#### **Section 2.2.**

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

## ARTICLE III

### RIGHTS OF EMPLOYEES

#### **Section 3.1.**

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

#### **Section 3.2.**

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

#### **Section 3.3.**

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

#### **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 Association.

1 **Section 3.5.**

2 Neither the District, nor the Association, shall discriminate against any employee subject to this  
3 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical  
4 handicap with respect to a position, the duties of which may be performed efficiently by an individual  
5 without danger to the health or safety of the physically handicapped person or others.  
6

7 **Section 3.6.**

8 There shall be only one (1) personnel file for each employee. These files shall be kept in the  
9 Superintendent's office and employees shall be permitted to inspect these files upon request to the  
10 Superintendent and/or the Superintendent's designee. At the request of the employee and at employee  
11 expense, a copy of each item placed in the personnel file shall be provided the employee within ten (10)  
12 working days of said request. No materials concerning grievances shall be added to this file unless  
13 requested by the employee.  
14

15 No evaluation, correspondence, or any material making any derogatory references to anything other than  
16 an employee's work performance or their ability to perform their job shall be placed in the personnel file,  
17 the author (source) of any material must be identified on the material. In the event that derogatory  
18 remarks as permitted above are placed in any employee's personnel file, the affected employee shall be  
19 notified prior to its inclusion and shall be allowed to attach written comments to the item(s) being  
20 included.  
21

22 Employees who wish documents removed from their personnel file shall submit a written request to the  
23 District identifying the objectionable item. This request shall not be unreasonably denied. Disagreement  
24 over the removal of any item shall be subject to the grievance procedure contained herein.  
25

26 **Section 3.7. Evaluations.**

27 All employees, including new employees, shall be evaluated annually, such evaluations to be completed  
28 no later than May 15 of the year in which the evaluation takes place.  
29

30 The employee shall sign the school district's copy of the evaluation report to indicate that he or she has  
31 received a copy of the report. The signature of the employee does not, however, imply that the employee  
32 agrees with the contents of the evaluation report.  
33

34 All employees newly employed by the school district shall be evaluated within the first ninety (90)  
35 calendar days of the commencement of their employment.  
36

37 Upon completion of an evaluation by the Superintendent or his/her designee, the employee shall be  
38 provided with a copy of the evaluation.  
39

40 The employee shall have the right to attach any comments to the evaluation report within ten (10)  
41 working days following the evaluation conference.  
42

43 **Section 3.8.**

44 Employees shall be provided with a full and detailed explanation of who their supervisors are.  
45

46 **Section 3.9. Health Services to Students.**

47 The District will comply with the provisions of Washington State Law regarding students with  
48 diabetes, catheterization of students and any other medical services covered under the parameters of

1 the law. Unlicensed employees asked to administer medications or perform nursing services not  
2 previously recognized in law will be provided the training and right of refusal as described in the  
3 respective code.  
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## 7 **ARTICLE IV**

### 8 **RIGHTS OF THE ASSOCIATION**

#### 9 **Section 4.1.**

10 The Association has the right and responsibility to represent the interests of all employees in the unit; to  
11 present its views to the District on matters of concern, either orally or in writing; to consult or to be  
12 consulted with respect to the formulation, development, and implementation of industrial relations  
13 matters and practices which are within the authority of the District; and to enter collective negotiations  
14 with the object of reaching an agreement applicable to all employees within the bargaining unit.  
15  
16  
17

#### 18 **Section 4.2.**

19 The Association shall promptly be notified by the District of any grievances or disciplinary actions of  
20 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure  
21 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any  
22 District official or body arising out of grievance and to make known the Association's views concerning  
23 the case.  
24

#### 25 **Section 4.3.**

26 The District, as part of the general orientation of each new employee within the unit subject to this  
27 Agreement, shall describe the employee's rights under the Public Employees Collective Bargaining Act  
28 of 1967 and subsequent amendments thereto. The school district will provide the union a thirty (30)  
29 minute meeting during the new hire's work time within two weeks of their hire date.  
30

#### 31 **Section 4.4.**

32 The Association reserves and retains the right to delegate any right or duty contained herein to  
33 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State  
34 Organization.  
35

#### 36 **Section 4.5.**

37 The President of the Association and designated representatives will be provided time off without loss of  
38 pay to a maximum of three (3) days per year to attend regional or State meetings when the purpose of  
39 those meetings is in the best interests of the District as determined by the District administration.  
40

#### 41 **Section 4.6.**

42 On or before the first day of October of each year during the term of this Agreement, the District shall  
43 provide Public School Employees of Washington with the following information regarding each  
44 employee in the bargaining unit: The employee's name, address, phone number, work site and current  
45 wage. The information shall be supplemented and revised monthly as changes occur.  
46  
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1 **Section 4.7.**

2 Representatives of the Association, upon making their presence known to the District, shall have access  
3 to the District premises during non-duty hours, provided, that no conferences or meetings between  
4 employees and Association representatives will in any way hamper or obstruct the normal flow of work.  
5

6 **Section 4.8. Bulletin Boards.**

7 The District shall provide a bulletin board space in each school for the use of the Association. The  
8 bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin  
9 shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may  
10 not be posted. There shall be no other distribution or posting by employees or the Association of  
11 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than  
12 herein provided.  
13

14 **Section 4.8.1.**

15 The responsibility for the prompt removal of notices from the bulletin boards after they have  
16 served their purpose shall rest with the individual who posted such notices.  
17

18 **Section 4.9. Use of District Facilities.**

19 The Association shall have the right to use school facilities and equipment at reasonable times when such  
20 equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and  
21 supplies incident to such use. The Association shall have the right to use District buildings for meetings  
22 and to transact official business.  
23

24 **Section 4.10. Use of District Communications.**

25 The Association may use school mail facilities, electronic mail, or other communication services for  
26 distribution of official Association communications. School mail and facilities shall be used for purposes  
27 intended to enhance District-employee relations. District mail facilities shall not be used to distribute  
28 materials in support or opposition to statewide election issues or election campaigns.  
29

30 **Section 4.11. District Calendar Committee.**

31 The Association will participate on the District Calendar Committee and vote on any school calendar  
32 proposals and any subsequent changes. The committee will be comprised of two (2) PSE members,  
33 two (2) teachers and the District Superintendent.  
34

35 **Section 4.12. Release time for Association Business**

36 The President of the Association and designated representatives will be provided time off without loss of  
37 pay to a maximum of five (5) total days per year to attend regional or State meetings or to attend to  
38 Association business.  
39

40 **Section 4.12.1. Use of Release Time.**

41 Time during working hours will be allowed designated Association members for attendance at  
42 meetings with the District. Time will also be allowed for representatives to discuss with the  
43 employees' grievances and appropriate matters directly related to work situations in their area  
44 or craft. Association representatives will guard against the use of excess time in the handling of  
45 such matters.  
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**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 Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

**Section 5.2.**

It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices and procedures.

**Section 5.3.**

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.

**ARTICLE VI**

**LABOR MANAGEMENT MEETINGS**

**Section 6.1.**

The Association will designate a Labor Management Committee of two (2) 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.

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

**Section 7.1. Work Week.**

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

**Section 7.2. Change in Shift.**

Each employee shall be assigned to a definite and regular shift and workweek which shall not be changed without prior notice to the employee of three (3) calendar weeks, except in the case of an emergency during which temporary changes may take place.

1 **Section 7.3. Work Shifts.**

2 Each employee shall be assigned to a definite shift with designated times of beginning and ending.

3  
4 **Section 7.3.1. Lunch and Breaks for Eight-Hour Shifts.**

5 The normal shift shall consist of eight (8) hours per day. Such shifts shall have a thirty (30)  
6 minute unpaid, uninterrupted meal period as near the middle of the shift as is practicable and also  
7 include a fifteen (15) minute first half and second half rest period.

8  
9 **Section 7.3.2. Lunch and Breaks for less than Eight-Hours.**

10 In the event an employee is assigned to a shift less than the normal work shift defined in Section  
11 7.3.1, the employee shall have in their assignment one (1) of the following meal/rest periods, as  
12 appropriate. Lunch periods will be unpaid and uninterrupted.

13	7 ½ to 8 hour work shift	30 minute meal period/ (2) - 15 minute rest periods
14	5 ¼ to 7 ¼ hour work shift	30 minute meal period/ (1) - 15 minute rest period
15	3 ¼ to 5 hour work shift	15 minute rest period
16	*3 hours or less	no rest period
17		

18  
19 \* If employees need a short rest period during this group of shifts, due to the nature of the job  
20 responsibility, it should be worked out with their respective supervisor.

21  
22 **Section 7.4. Working through Lunch.**

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

27  
28 **Section 7.5. Work in a Higher Paid Position.**

29 Employees requested to work a shift regularly filled by an employee in a higher paid position shall  
30 receive compensation at their experience level in the higher paid position from the first day they work the  
31 other position or their current rate of pay, whichever is greater.

32  
33 **Section 7.5.1. Work in Other Classified Positions.**

34 Employees requested to work a shift in a lower paid position, will not sustain a loss of pay when  
35 working the requested shift. Regular employees requested to substitute in any position will  
36 minimally receive their regular hourly rate of pay.

37  
38 **Section 7.5.2. Substitute Teaching.**

39 Employees requested by their supervisor to work as a substitute teacher for more than thirty (30)  
40 minutes will receive an hourly stipend of two dollars (\$2.00). Employees working as substitute  
41 teachers must possess an emergency substitute or teaching certificate. Should the employee have  
42 daily time covered by this section, it will be noted to payroll and documented on the employee's  
43 timesheet at the time the employee is requested to work the assignment. This provision is to be  
44 used for emergency substitute teacher shortages only. The use of this provision is at supervisor  
45 discretion.



1 **Section 7.6. Notice of Reasonable Assurance.**

2 The District shall notify employees of its intent to rehire them for the next school year, prior to the  
3 employee's last working day of the current school year. In the event the District's intent is to rehire an  
4 employee, such notification shall include the following information: job title, salary, hours to be worked  
5 and work site to which the employee is to be assigned.

6  
7 **Section 7.6.1.**

8 Employees shall notify the District of their intent to return to work within ten (10) working days  
9 of receiving their notice of reasonable assurance.

10  
11 **Section 7.7. School Closure.**

12 In the event of an unusual school closure due to inclement weather, plant in-operation or the like, the  
13 District will make every effort to notify each employee to refrain from coming to work through the  
14 school messaging system. Employees reporting to work shall receive compensation for actual service  
15 rendered.

16  
17 In the event the district closes one or more of the schools for one or more days of the contracted year,  
18 provided students are not required to make up the days, the affected employee will have the option to  
19 take emergency (sick) leave, annual/personal leave, and vacation leave or they will have the option to  
20 take leave without pay for that time. In the event that students are required to make up the days, the  
21 employee would be required to make up the days as part of their regular contract.

22  
23 **Section 7.8. Transportation.**

24 Recognizing that personnel in the Transportation classification present special shift problems, the parties  
25 agree that shifts shall be established in that classification in relation to routes and driving times requisite  
26 to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that employees in the  
27 Transportation classification shall be entitled to the benefits of Section 7.4 to the same degree as any  
28 other employee; and provided further that all bus drivers shall receive pay for one-half (½) hour per day  
29 for the purpose of pre-trip and post-trip inspection, bus cleanup and bus warm-up in addition to actual  
30 hours of driving time. All trips other than regular daily scheduled bus runs shall be compensated at the  
31 employee's base hourly rate for the duration of the trip; provided, however, that bus drivers shall be  
32 subject to the provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less  
33 between assignments, the base hourly rate shall continue uninterrupted. Drivers will receive a minimum  
34 of one (1) hour pay for each Driver's Staff Meeting. Drivers and substitute drivers shall receive a  
35 minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the  
36 normal work shift and workday, noncontiguous with the normal work shift or workday.

37  
38 **Section 7.8.1. Extra Trips.**

39 Extra trips shall be defined as all transportation runs requiring a qualified bus driver which do not  
40 occur on a regular and daily basis and shall be regulated as follows:

41  
42 **Section 7.8.1.1.**

43 Extra trips shall be assigned on the basis of a rotating roster established by seniority. Trips  
44 shall be offered to the driver at the top of the roster. In the event that the driver at the top  
45 of the list declines a trip, the District may assign that trip to any qualified driver; provided  
46 that, regular drivers who would not require payment of overtime if they took the trip shall  
47 be given priority over non-regular drivers in this assignment. Drivers taking or declining a  
48 trip shall rotate to the bottom of the list.

1                   **Section 7.8.1.2.**

2                   No temporary or substitute driver shall be used for extra trips unless a regular driver is not  
3                   available or as otherwise provided in this Article.  
4

5                   **Section 7.8.1.3.**

6                   Drivers shall use their regularly assigned bus on extra trips whenever practical. For each  
7                   bus a driver is assigned on any given day, the driver will be paid one-half (1/2) hour for  
8                   the purpose of pre-trip and post-trip inspection, bus warm-up and bus cleanup in addition  
9                   to actual hours of driving time.  
10

11                   **Section 7.8.1.4.**

12                   No driver or substitute driver will lose wages because the route-bus assigned is out of  
13                   service for repair or out of town on an extra trip and the bus routes are combined. If not  
14                   notified, the driver or substitute driver will be paid for a 2-hour call out.  
15

16                   **Section 7.8.1.5.**

17                   Regular drivers who are required to maintain active driving status by adding the costs of  
18                   additional endorsements, tests, and physicals, will be reimbursed for those costs.  
19

20                   **Section 7.8.1.6.**

21                   As a general rule, drivers will have their own accommodations on overnight trips.  
22

23                   When an overnight trip leaves late in the day for a return trip to the District late hotel  
24                   checkout will be an option for the driver. Such arrangements will be the responsibility of  
25                   the driver.  
26

27                   **Section 7.8.1.7.**

28                   Drivers while in paid status (driving or layover time) will be expected to assist as  
29                   necessary and/or requested with the supervision of students.  
30

31                   **Section 7.8.1.8.**

32                   Layover time will be paid at the driving rate of pay.  
33

34                   **Section 7.9. Overtime.**

35                   All compensated hours over forty (40) in one week will be paid at time and one-half (1 ½). For example,  
36                   if a holiday falls in the workweek and the employee works more than thirty-two (32) hours, he/she will  
37                   be paid for all hours worked beyond thirty-two (32) hours at time and one-half (1 ½).  
38

39                   **Section 7.10. Annual Orientation.**

40                   All classified employees will be paid to attend a three (3) hour minimum orientation day at the beginning  
41                   of each school year.  
42

43                   **Section 7.11. Work Year.**

44                   School year only employees will work a 180-day work year. On days when students are not scheduled,  
45                   the employee will have the option to work or not work; provided however that the District may require  
46                   an employee to work a non-student day and will notify the employee at least five (5) workdays prior to  
47                   the assigned day. Employees will notify their supervisor of their intent to work a non-student day  
48                   following established District procedure.



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## ARTICLE VIII

### HOLIDAYS AND VACATIONS

**Section 8.1.**

Each twelve (12) month employee subject to this Agreement shall receive the following paid holidays which fall within their work year:

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

**Section 8.1.1.**

Each less than twelve (12) month employee subject to this Agreement shall receive the following paid holidays:

- |   |                                  |
|---|----------------------------------|
| 1. New Year's Day   | 6. Veterans' Day                 |
| 2. Martin Luther King, Jr. Day                              | 7. Thanksgiving Day              |
| 3. Presidents' Day  | 8. Day before or after Christmas |
| 4. Memorial Day   | 9. Christmas Day                 |
| 5. Labor Day (providing it falls<br>within their work year) |                                  |

**Section 8.2. Vacation.**

Each twelve (12) month employee subject to this Agreement shall receive the following paid vacations:

- |  |         |
|--|---------|
| Upon completion of one (1) year of service       | 5 Days  |
| Upon completion of five (5) years of service     | 10 Days |
| Upon completion of ten (10) years of service     | 15 Days |
| Upon completion of fifteen (15) years of service | 20 Days |

Each twelve (12) month employee working less than one (1) year shall receive a prorated amount of vacation after one (1) year of service.

Unused vacation may be carried over for one (1) year with approval of the District. No vacations may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied vacation benefits due to District employment needs.

Vacation requested during the school year and vacation requests that exceed ten (10) consecutive workdays require prior approval of the Superintendent who will present the request to the School Board of Directors. The employee will submit a written vacation request, no later than the regularly scheduled School Board meeting prior to the requested vacation. Once the request is submitted, the employee will be given a response, in writing within ten (10) working days of the School Board meeting following submission.



1 **Section 8.3. Holidays during Vacation.**

2 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one  
3 extra day of vacation with pay in lieu of the holiday as such.  
4  
5  
6

7 **ARTICLE IX**

8 **LEAVES**

9  
10 **Section 9.1. Sick Leave (Family Illness, Injury and Emergency Leave).**

11  
12 **Section 9.1.1.**

13 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;  
14 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per  
15 school year. An employee who works eleven (11) working days in any calendar month will be  
16 given credit for the full calendar month. Sick leave shall be vested when earned and may be  
17 accumulated up to the number of days an employee works in a year. The District shall project the  
18 number of annual days of sick leave at the beginning of the school year according to the  
19 estimated calendar months the employee is to work during that year. The employee shall be  
20 entitled to the projected number of days of sick leave at the beginning of the school year. Sick  
21 leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal  
22 daily work shift; provided, however, that should an employee's normal daily work shift increase  
23 or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid  
24 in accordance with the employee's normal daily work shift at the time the sick leave is taken, and  
25 the accumulated benefits will be expended on an hourly rather than a daily basis. Sick leave may  
26 be used by the employee for family illness. The family, for purpose of this section, is defined in  
27 Section 9.2.  
28  
29

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

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

40 **Section 9.1.1.2.**

41 At the time of separation from school district employment, an eligible employee or the  
42 employee's estate shall receive remuneration at a rate equal to one (1) days current  
43 monetary compensation for each four (4) full days accrued leave for illness or injury. An  
44 eligible employee means (as defined in RCW 28A.400.210 [2]):

- 45 A. Employees who separate from employment due to retirement or death;  
46 B. Employees who separate from employment and who are at least age fifty-five and  
47 have at least ten (10) years of service in SERS (3); or



1 C. Employees who separate from employment and who are at least age fifty-five and  
2 have at least fifteen (15) years of service in SERS (2).

3  
4 **Section 9.1.2.**

5 In the event employees are absent for reasons which are covered by Industrial Insurance, the  
6 District shall pay the employee an amount equal to the difference between the amount paid the  
7 employee by the Department of Labor and Industries and the amount the employee would  
8 normally earn. A deduction shall be made from the employee's accumulated sick leave in  
9 accordance with the amount paid to the employee by the District.

10  
11 **Section 9.1.3.**

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

15  
16 **Section 9.2. Bereavement Leave.**

17 Each employee shall be entitled to a maximum of three (3) days leave with pay for absence caused by  
18 death to an employee's child, spouse, parent, step-parent, grandparent, grandchild, sibling, or parent-in-  
19 law or a person living in the household of the employee. Such leave shall not be deducted from sick  
20 leave. Bereavement leave is noncumulative. Additional leave may be granted at the discretion of the  
21 Superintendent.

22  
23 **Section 9.3. Personal Leave.**

24 Each employee shall be entitled to two (2) days personal leave paid per year. Personal Leave is neither  
25 sick leave nor bereavement leave and is noncumulative.

26  
27 **Section 9.4. Family Medical Leave.**

28 Family Medical Leave Act (FMLA) and Washington State Family Leave Act will be implemented  
29 according to state and federal law. The District shall post information on the Family Medical Leave  
30 Act (FMLA) at each employee work site. Employees should be aware that certain use of FMLA  
31 could result in the employee exhausting all accrued sick leave. This leave guarantees eligible  
32 employees up to twelve (12) weeks of job-protected leave.

33  
34 Employees who have worked for the District for a period of twelve (12) months and have accrued one-  
35 thousand two-hundred and fifty (1,250) hours of service during that twelve (12) month period are  
36 eligible for this leave.

37  
38 **Section 9.5. Maternity Leave.**

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

45  
46 **Section 9.6. Paternity Leave.**

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

1 **Section 9.7. Judicial Leave.**

2 Leave with pay will be granted in the event an employee is summoned to serve as a juror, or appear as a  
3 witness in court, or is named as a codefendant with the District. In the event that an employee is a party  
4 in a court action, such employee may request a leave of absence.  
5

6 **Section 9.8. Additional Leave.**

7 The District will provide additional leave in accordance with Washington state law, including  
8 Domestic Violence Leave and Faith or Conscience Leave. Additional information about specific  
9 leaves can be found at [www.leg.wa.gov](http://www.leg.wa.gov).  
10

11 **Section 9.9. Leave of Absence.**

12  
13 **Section 9.9.1.**

14 Upon recommendation of the immediate supervisor through administrative channels to the  
15 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
16 leave of absence without pay for a period not to exceed one (1) year; provided, however, if such  
17 leave is granted due to extended illness, one (1) additional year may be granted.  
18

19 **Section 9.9.2.**

20 The returning employee will be assigned to the position occupied before the leave of absence.  
21 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
22 period of time, during which they shall be subject to all provisions of this Agreement. It shall be  
23 the responsibility of the employer to inform replacement employees of these provisions.  
24

25 **Section 9.9.3.**

26 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on  
27 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the  
28 employee is on leave of absence; provided, however, that if such leave is approved for extended  
29 illness or injury, seniority shall accrue.  
30  
31  
32

33 **ARTICLE X**

34 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

35  
36  
37 **Section 10.1. Hire Date.**

38 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
39 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost  
40 as hereinafter provided. If more than one employee is hired on the same day, seniority position will be  
41 drawn by lot.  
42

43 **Section 10.2. Probation.**

44 Each new hire shall remain in a probationary status for a period of ninety (90) workdays following the  
45 hire date (one-half [1/2] of probation must occur during student year). At the conclusion of the ninety (90)  
46 workday probation should the employee's performance be less than satisfactory; the district may extend  
47 the probation in forty-five (45) workday increments to a total probation period of not more than one



1 hundred-eighty (180) workdays. During this probationary period the District may discharge such  
2 employee at its discretion. The District will notify the association president of any probation extension.

3  
4 **Section 10.2.1.**

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

7  
8 **Section 10.3.**

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

- 10 A. Resignation;
- 11 B. Discharge for justifiable cause; or
- 12 C. Retirement.

13  
14 **Section 10.4.**

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

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

21  
22 **Section 10.5. Seniority by Classification.**

23 Seniority rights shall be effective within the general job classification. As used in this Agreement,  
24 general job classifications are those set forth in Article I, Section 1.4.

25  
26 **Section 10.5.1. Change in Classifications.**

27 Employees who change job classifications within the bargaining unit shall retain their seniority  
28 earned within their previous classification.

29  
30 **Section 10.6. Preferential Rights.**

31 The employee with the earliest hire date shall have absolute preferential rights regarding shift selection,  
32 vacation periods and special services (including overtime). The employee with the earliest hire date shall  
33 have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs  
34 when the ability and performance are substantially equal with junior employees and/or other candidates.  
35 If the District determines that seniority rights should not govern because a junior employee possesses  
36 ability and performance substantially greater than a senior employee or senior employees, the District  
37 shall set forth in writing to the employee or employees and the organization's grievance committee  
38 chairperson its reasons why the senior employee or employees have been bypassed.

39  
40 **Section 10.7. Job Posting.**

41 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
42 positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall  
43 be forwarded to the President of the Association and to the Association representative of the  
44 classification concerned.

45  
46 **Section 10.7.1. Posting Increase/Decreases.**

47 Positions that increase or decrease by more than one-half (1/2) hour for pay purposes, within a  
48 given school year, shall be considered open and shall be posted.

1 **Section 10.8. Layoff.**

2 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
3 District according to layoff ranking. Such employees are to have priority over junior employees and  
4 outside candidates in filling vacant positions in the classification held immediately prior to layoff. Names  
5 shall remain on the reemployment list for two (2) years. Employees on layoff status will be called first  
6 when a substitute is needed, if qualified.

7  
8 **Section 10.8.1.**

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

11  
12 **Section 10.8.2.**

13 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee  
14 does not comply with the requirements of Section 10.10, or if the employee does not respond to  
15 the offer of reemployment within five (5) working days and does not report to work within ten  
16 (10) working days following the response.

17  
18 **Section 10.8.3.**

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

22  
23  
24  
25 **ARTICLE XI**

26  
27 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

28  
29 **Section 11.1.**

30 The District shall have the right to discipline or discharge an employee for justifiable cause. The  
31 justification for discipline or discharge shall be given to the employee in writing at a meeting with a  
32 bargaining unit representative or the Field Representative of PSE.

33  
34 **Section 11.2.**

35 If the District has reason to reprimand an employee, it shall be done in a manner which does not  
36 intentionally embarrass the employee before the public or other employees.

37  
38 **Section 11.3. Right to Representation. (Weingarten)**

39 Employees have the right to union representation at meetings involving themselves and supervisors or  
40 other District representatives if the meeting is investigatory in nature and the employee reasonably  
41 believes that the meeting may result in discipline or discharge.

42  
43 **Section 11.4. Progressive Discipline.**

44 When disciplining an employee, the following progressive discipline model will apply:

- 45  
46 A. Notice of Concern/Counseling;  
47 B. Oral Warning – written record to supervisor’s file only;  
48 C. Letter of Warning – from this point forward sent to employee’s personnel file;



- D. Letter of Reprimand;
- E. Suspension;
- F. Termination.

Steps in this model may be skipped depending on the severity of the infraction.

**Section 11.5.**

The issue of justifiable cause as it pertains to this Article shall be resolved in accordance with the grievance procedure contained herein.

**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1. SEBB.**

Beginning January 1, 2020, and each year thereafter, 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 Employees Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

**Section 12.1.1. SEBB Insurance Plans.**

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

**Section 12.2. SEBB Eligibility.**

The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

**Section 12.3. Optional Insurance.**

The District may offer additional insurance not offered by SEBB and will provide information to employees regarding such optional insurance annually. (Cancer, Short Term Disability, etc.)

**Section 12.4. Liability.**

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

**Section 12.5. State Industrial.**

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

**Section 12.6. Unemployment.**

The District shall make contributions to the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement.



1 **Section 12.7. Paid Family and Medical Leave.**

2 The District will adhere to the requirements of the Paid Family and Medical Leave effective January 1,  
3 2019. More information can be found at <https://paidleave.wa.gov/workers>

4  
5 Paid Family and Medical Leave is an insurance program funded through premiums paid by employees and  
6 employers. This statewide insurance program allows workers and employers to contribute premiums  
7 together through payroll withholding. The rate for 2019 is 0.4 percent of a worker's wage, about 63  
8 percent of which is paid by the worker and about 37 percent is paid by the employer.

9  
10 Washington workers will be able to use Paid Family and Medical Leave benefits starting in 2020 if  
11 they meet the eligibility by having worked 820 hours in four (4) of the last five (5) quarters of the  
12 preceding year. These benefits will generally allow up to twelve (12) weeks of paid leave per year to  
13 care for themselves or their family.

14  
15 **Section 12.8. Retirement.**

16 In determining whether an employee subject to this Agreement is eligible for participation in the  
17 Washington State Public Employees' Retirement System (PERS) or the Washington State School  
18 Employees' Retirement System (SERS), the District shall report all hours worked, whether straight time,  
19 overtime, or otherwise.

20  
21 **Section 12.9. VEBA.**

22 All employees subject to this Agreement shall be entitled to participate in any tax deferred plans  
23 available to the employee, including but not limited to VEBA plans or tax sheltered annuities. On receipt  
24 of a written authorization by an employee, the District shall make the requisite withholding adjustments  
25 and deductions from the employee's salary.

26  
27 The District will make available a VEBA plan for sick leave conversion and/or monthly contributions.  
28 VEBA details are voted on by the PSE membership on an annual basis.

29  
30  
31  
32 **ARTICLE XIII**

33  
34 **VOCATIONAL TRAINING**

35  
36 **Section 13.1.**

37 In the mutual interests of the District and the Association, the District shall cause funds to be available  
38 which may be used by employees subject to this Agreement, for vocational improvement. Any  
39 expenditures must have prior administrative approval.

40  
41 **Section 13.2.**

42 Such funds may be utilized for the following purposes:

43  
44 **Section 13.2.1.**

45 Salary and reimbursement for employees subject to this Agreement to attend recognized  
46 vocational courses.



1 **Section 14.6. Voluntary Political Action Contribution (COPE).**

2 The District will upon receipt of an authorization form that conforms to legal requirements, deduct  
3 from the pay of such bargaining unit employee the amount of contributions the employee voluntarily  
4 chooses for deduction for political purposes and will transmit the same to the Union on a check  
5 separate from the Union dues transmittal check. The employee may revoke the request at any time. At  
6 least annually, the employee shall be notified about the right to revoke the request by Public School  
7 Employees of Washington/SEIU Local 1948.

8  
9 **Section 14.7. Access to New Employees of the Bargaining Unit.**

10 The District will provide PSE reasonable access to new employees of the bargaining unit for the  
11 purposes of presenting information about PSE to the new employee. “Reasonable access” for the  
12 purposes of this section means the access to the new employee occurs within two weeks of the  
13 employee’s start date within the bargaining unit; the access is for no less than (30) minutes; and the  
14 access occurs during the new employee’s regular work hours at the employee’s regular worksite or at a  
15 location mutually agreed to by the District and PSE.

16  
17 **Section 14.8. Annual New Hire Orientation.**

18 If an annual orientation is provided to new hires subject to this agreement the Association shall be allowed  
19 to attend to meet with new hires and provide such employee with a copy of this Agreement and the Dues  
20 Authorization form.

21  
22 **Section 14.9. Local Dues.**

23 The District agrees to deduct local membership dues from all dues paying members on a monthly basis  
24 and remit to the local Association. The Association will inform the district the amount of local dues to  
25 be collected.

26  
27  
28  
29 **ARTICLE XV**

30  
31 **GRIEVANCE PROCEDURE**

32  
33 **Section 15.1.**

34 Grievances or complaints arising between the District and its employees within the bargaining unit  
35 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
36 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

37  
38 **Section 15.2. Grievance Steps.**

39  
40 **Section 15.2.1. Step 1.**

41 Employees shall first discuss the grievance with their immediate supervisor. If employees so  
42 wish, they may be accompanied by an Association representative at such discussion. All  
43 grievances not brought to the immediate supervisor in accordance with the preceding sentence  
44 within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further  
45 processing.



1 **Section 15.2.2. Step 2.**

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

- 5  
6 A. The facts on which the grievance is based;  
7 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
8 C. The remedy sought.

9  
10 The employee shall submit the written statement of grievance to the immediate supervisor for  
11 reconsideration and shall submit a copy to the official in the Administration responsible for  
12 personnel. The parties will have five (5) working days from submission of the written statement  
13 of grievance to resolve it by indicating on the statement of grievance the disposition. If an  
14 agreeable disposition is made, all parties to the grievance shall sign it.

15  
16 **Section 15.2.3. Step 3.**

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

23  
24 **Section 15.2.4. Step 4.**

25 If no settlement has been reached within the ten (10) days referred to in the preceding subsection,  
26 and the Association believes the grievance to be valid, a written statement of grievance shall be  
27 submitted within fifteen (15) working days to the District Board of Directors. After such  
28 submission, the parties will have thirty (30) working days from submission of the written  
29 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If  
30 an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors  
31 reserves the right to summon the employee for an oral statement of the grievance. The employee  
32 reserves the right to appear before the Board of Directors to explain the grievance. At any  
33 appearance before the Board of Directors, the employee may be accompanied by an Association  
34 representative or designee.

35  
36 **Section 15.2.5. Step 5.**

37 If no settlement has been reached within the thirty (30) days referred to in the preceding  
38 subsection, and the Association believes the grievance to be valid, the employee may demand  
39 arbitration of the grievance. The arbitration panel shall consist of one representative from the  
40 Association, one representative from the District, and a third person to be selected by the two.  
41 Within ten (10) days of the expiration of the thirty (30) day period referred to in the preceding  
42 subsection, the District and the Association shall submit to the other the names of the  
43 representatives referred to herein. Within ten (10) days of the submission of the representatives,  
44 the two shall meet and select a third arbitrator. If the two cannot agree on the third arbitrator  
45 within five (5) days of the first meeting, the third arbitrator shall be selected by the Public  
46 Employment Relations Commission, upon demand from either party. The arbitration panel shall  
47 hold such hearing under oath as it may, in its sole discretion require. Within thirty (30) days of its



1 first meeting, the arbitration panel shall make its award in writing. The decision of the arbitration  
2 panel shall be final and binding on the parties.

3  
4 **Section 15.3.**

5 The grievance or arbitration discussions shall take place whenever possible on school time. The  
6 employer shall not discriminate against any individual employee or the Association for taking action  
7 under this Article.  
8  
9

10  
11 **ARTICLE XVI**

12  
13 **TRANSFER OF PREVIOUS EXPERIENCE**

14  
15 **Section 16.1.**

16 When any employee leaves a school district within the State and commences employment with this  
17 District, the employee shall retain the same leave benefits and other benefits that the employee had in the  
18 previous position.  
19

20 **Section 16.1.1.**

21 If this district has a different system for computing leave benefits and other benefits, then the  
22 employee shall be granted the same leave benefits and other benefits as an employee in the  
23 district who has similar occupational status and total years of service.  
24

25 **Section 16.1.2.**

26 A new employee may be given longevity credit on the salary schedule based on like work  
27 experience outside of school district employment. Such longevity will be applied using one salary  
28 schedule step for every two years of experience to a maximum placement at Step 3.  
29

30 **Section 16.2. In-District Experience.**

31 Employees who change job classifications or positions within a classification will be given credit for  
32 their years of service in the district. The employee shall be placed at the step that corresponds with their  
33 years of experience for the district.  
34  
35  
36

37 **ARTICLE XVII**

38  
39 **SALARIES AND EMPLOYEE COMPENSATION**

40  
41 **Section 17.1.**

42 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
43 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours  
44 worked, and rates paid with each paycheck.  
45

46 **Section 17.2.**

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



1           **Section 17.2.1.**

2           Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the  
3           terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this  
4           Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to  
5           the effective date.

6  
7           **Section 17.2.2.**

8           Retroactive pay, where applicable, shall be paid on the first regular pay day following execution  
9           of this Agreement if possible, and in any case not later than the second regular pay day. In the  
10          case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such  
11          retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if  
12          possible, and in any case not later than the second regular pay day.

13  
14          **Section 17.2.3.**

15          Incremental steps, where applicable, shall take effect on September 1 of each year during the  
16          term of this Agreement; provided, the employee has been actively employed continuously for at  
17          least one-half (½) of the previous employment year.

18  
19          **Section 17.3.**

20          For purposes of calculating daily hours, time worked shall be rounded to the next one-fourth (¼) quarter  
21          hour.

22  
23          **Section 17.4.**

24          Any employee required to travel from one site to another in a private vehicle during working hours shall  
25          be reimbursed for such travel on a per mile basis at the current U.S. General Services Administration  
26          rate.

27  
28          **Section 17.5.**

29          Any employee required to remain overnight on District business shall be reimbursed for room and board  
30          expenditures. Employees who are on District business outside of the District during meal periods shall be  
31          reimbursed for such meals. Such reimbursement will be at the current U.S. General Services  
32          Administration rate.

33  
34          **Section 17.6.**

35          The Association President will receive a spreadsheet annually (no later than October 10<sup>th</sup>) with the  
36          following information for chapter review:

- 37           1. Employee name
- 38           2. Start date as a regular employee
- 39           3. Number of hours worked per day
- 40           4. Number of days worked per year
- 41           5. Increase (stipend) for clock hours

42  
43          In addition, the district will provide the information above to each employee individually on an annual  
44          basis to ensure correct placement, which employees will verify and sign.

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**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.**

The term of this Agreement shall be September 1, 2019 to August 31, 2022.

**Section 18.2.**

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 18.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate insurance and Schedule A herein; with exception for the years 2016-2017 and 2017-2018. This Agreement shall be reopened as necessary to consider the impact of any legislation which occurs following execution of this Agreement. Either party may demand the contract be reopened when legislation enacted affects the terms and conditions herein or create authority to alter personnel practices in public employment. The parties also agree to open Addendum B as necessary to negotiate the impact of paraeducator training requirements by law per annual legislative updates for funding provisions to meet the training designed by the Professional Educator Standards Board (PESB).

**Section 18.4.**

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 18.5.**

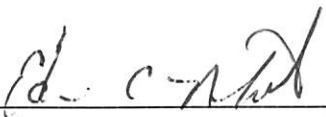
Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

**Section 18.6.**

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 18.3.

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948  
NORHTPORT CHAPTER  
#211

BY:   
Edwin Nichols, Chapter President

DATE: 10-9-2017

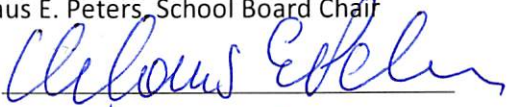
NORTHPORT SCHOOL DISTRICT

BY:   
Don Baribault, Superintendent

DATE: 9/27/19

SCHOOL BOARD

BY: \_\_\_\_\_  
Klaus E. Peters, School Board Chair

DATE:   
10/2/2019

**SCHEDULE A  
NORTHPORT SCHOOL DISTRICT  
SEPTEMBER 1, 2019 - AUGUST 31, 2020**

<b>STEPS</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11 to 15</u></b>	<b><u>16 to 20</u></b>	<b><u>21 to 25</u></b>	<b><u>26 to 30</u></b>	<b><u>31 to 35</u></b>
<b>Custodian/Maintenance</b>															
Custodian	14.00	14.40	14.80	15.20	15.60	16.00	16.40	16.80	17.20	17.60	18.10	18.60	19.10	19.60	20.10
<b>Secretarial/Clerical</b>															
Secretary	15.00	15.40	15.80	16.20	16.60	17.00	17.40	17.80	18.20	18.60	19.10	19.60	20.10	20.60	21.10
<b>Transportation</b>															
Mechanic	18.00	18.40	18.80	19.20	19.60	20.00	20.40	20.80	21.20	21.60	22.10	22.60	23.10	23.60	24.10
Driver	16.00	16.40	16.80	17.20	17.60	18.00	18.40	18.80	19.20	19.60	20.10	20.60	21.10	21.60	22.10
Driver Trainer	18.00	18.40	18.80	19.20	19.60	20.00	20.40	20.80	21.20	21.60	22.10	22.60	23.10	23.60	24.10
Bus Maintenance Specialist	15.50	15.90	16.30	16.70	17.10	17.50	17.90	18.30	18.70	19.10	19.60	20.10	20.60	21.10	21.60
<b>Food Service</b>															
Cook	14.00	14.40	14.80	15.20	15.60	16.00	16.40	16.80	17.20	17.60	18.10	18.60	19.10	19.60	20.10
Lead Cook	16.00	16.40	16.80	17.20	17.60	18.00	18.40	18.80	19.20	19.60	20.10	20.60	21.10	21.60	22.10
<b>Paraeducator</b>															
	14.00	14.40	14.80	15.20	15.60	16.00	16.40	16.80	17.20	17.60	18.10	18.60	19.10	19.60	20.10
<b>Tech Support</b>															
	18.00	18.40	18.80	19.20	19.60	20.00	20.40	20.80	21.20	21.60	22.10	22.60	23.10	23.60	24.10
<b>Transportation/Maintenance/ Custodial Supervisor</b>															
	19.50	19.90	20.50	20.90	21.50	21.90	22.50	22.90	23.50	23.90	24.50	25.00	25.50	26.00	26.50



1 ADDENDUM A

2  
3 ADDITIONAL PAY FOR CREDITS/CLOCK HOURS EARNED

4  
5 Any employee may seek to improve his/her earning position by taking classes and workshops  
6 approved by the District. Credits or clock hours earned and may be applied to the following schedule  
7 for salary enhancement.

8  
9 10 clock hours equals one (1) credit.

	<u>5 Credits</u>	<u>10 Credits</u>	<u>15 Credits</u>	<u>30 Credits</u>	<u>45 Credits</u>	<u>90 Credits</u>
Current	\$0.05	\$0.10	\$0.15	\$0.50	\$1.00	\$1.50

13  
14 The District has reviewed and evaluated all current employee credit/clock hour records and have  
15 agreed to pay for those approved credits.

16  
17 All new credit/clock hours will be submitted to the payroll clerk by September 1 of each year in order  
18 for the employee to be able to receive salary enhancement pay at the end of October.

19  
20  
21 SCHEDULE A PROVISIONS

22  
23 CREDIT/CLOCK HOURS

- 24  
25 1. Credit or hours required to maintain licensing will not be counted, such as bus driver certification  
26 requirements, spray license, wastewater treatment license, etc. for salary enhancement. Hours or  
27 classes required to maintain certification for licensing will be at District expense. First Aid or EMT  
28 training will not apply toward salary enhancement.
- 29  
30 2. Only classes or workshops that are appropriate for the employee’s position will be applicable for  
31 salary enhancement. Classes or workshop hours will be counted in the classification they apply. In  
32 the event a District employee secures a position in a different classification only those hours that  
33 pertain to the new classification will apply. At the time of the change in classification a  
34 determination and a sign off between the District and the employee will be made on applicable  
35 hours for the new position.
- 36  
37 3. Prior approval will be secured from the Superintendent by the participant of the workshop or class  
38 before the District will grant the credits or clock hours toward salary enhancement. If the employee  
39 is dissatisfied with the decision of the Superintendent, the employee may appeal this decision  
40 through the proper channels.
- 41  
42 4. An employee may not progress beyond the ninety (90) credit clock hours on the salary  
43 enhancement schedule.
- 44  
45 5. This salary enhancement proposal may be opened for discussion on an annual basis.



- 1 6. All employees new to the District in a permanent position shall be placed at Step 1 on Schedule A,  
2 subject to the terms of Section 16.1.2. A new employee shall be considered as one who has never  
3 worked for the District previously or who worked as a substitute in that classification for less than  
4 ninety (90) days. This does not apply to employees presently employed by the District who change  
5 or add a classification or those substitutes who have worked in that job classification for more than  
6 ninety (90) days previously.  
7  
8 7. All classes approved will become a part of the employee's permanent personnel file.  
9  
10 8. Classes in the following general areas may be approved for general application for all  
11 classifications: Stress Management; Personnel Management; Interpersonal Relationships; General  
12 Studies (Math, Language Arts, etc.).  
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1 **ADDENDUM B**

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3 **Paraeducator Requirements 2019**

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5 Effective September 1, 2019, Washington State Law has required that all paraeducators defined as  
6 classified school employees who work under the supervisor of certificated or licensed staff member to  
7 support and assist in providing instructional and other services to students and their families must meet the  
8 following minimum requirements:

- 9
- 10 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; and
  - 11
  - 12 2. A. Have received a passing grade on the education testing service paraeducator assessment (ETS); or
  - 13 B. Hold an associate of arts degree; or
  - 14 C. Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an
  - 15 institution or higher educator; or
  - 16 D. Have completed a registered apprenticeship program.
  - 17

18 In addition, in the 2019-2020 school year Paraeducators will be required to complete the Fundamental  
19 Course of Study (FSC). The District must provide fourteen (14) hours of paid training and cover  
20 associated costs on the state standards of practice for all paraeducators. The District will also provide  
21 access to computers and other technology needed to be successful in obtaining the required training as  
22 funded by the state. Training mandated by the state will be a condition of employment to be met by the  
23 date set by legislature.

24

25 Once twenty-eight (28) FSC hours have been earned, paraeducators are then eligible to earn a General  
26 Certificate by completing an additional seventy (70) hours of courses on the standards of practice. The  
27 General certificate must be completed within three (3) years of finishing the FSC and will not expire.

28

29 Paraeducators can also complete the Subject Matter Certificates (SMC). The SMC consists of the  
30 English Language Learner (ELL) Subject Matter and the Special Education Subject Matter  
31 Certificates. Both certificates require twenty (20) hours of professional development in their specific  
32 subject area and the certificates will expire after five (5) years. Course hours for the SMC will count  
33 towards the General Certificate.

34

35 Paraeducators who choose to obtain the Advanced Paraeducator Certificate will complete seventy-five  
36 (75) hours of professional development related to the following duties; assisting in highly impacted  
37 classroom, assisting in specialized instructional support and instructional technology applications,  
38 mentoring and coaching other paraeducators and acting as a short-term emergency substitute teacher.

39

40 Professional development hours which include clock hours and the state approved apprenticeship  
41 program will count towards continuing education credit hours. Further information can be found at the  
42 Professional Educator Standards Board (PESB) website at <https://www.pesb.wa.gov/>

**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, NORTHPORT CHAPTER AND THE NORTHPORT SCHOOL DISTRICT #211 PURSUANT TO ARTICLES XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

- 1. Schedule A will be increased by 2% applied to each of the salary steps and amended as attached.

This Letter of Agreement shall be effective September 1, 2021, will expire August 31, 2022, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

NORTHPORT CHAPTER

BY: [Signature]  
Edwin Nichols, Chapter President

NORTHPORT SCHOOL DISTRICT #211

BY: [Signature]  
Don Baribault, Superintendent

DATE: 9-29-21

DATE: 9/29/21





SCHEDULE A  
NORTHPORT SCHOOL DISTRICT  
SEPTEMBER 1, 2021 – AUGUST 31, 2022

Steps	1	2	3	4	5	6	7	8	9	10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35
<b><u>NUTRITION SERVICES</u></b>															
Cook	14.51	14.92	15.34	15.75	16.17	16.58	17.00	17.41	17.82	18.24	18.76	19.28	19.79	20.31	20.83
Lead Cook	16.58	17.00	17.41	17.82	18.24	18.65	19.07	19.48	19.90	20.31	20.83	21.35	21.87	22.38	22.90
<b><u>PARAEDUCATOR</u></b>															
Para	14.51	14.92	15.34	15.75	16.17	16.58	17.00	17.41	17.82	18.24	18.76	19.28	19.79	20.31	20.83
<b><u>TECH SUPPORT</u></b>															
Tech	18.65	19.07	19.48	19.90	20.31	20.73	21.14	21.56	21.97	22.38	22.90	23.42	23.94	24.46	24.98
<b><u>TRANSPORTATION/ MAINTENANCE/CUSTODIAN SUPERVISOR</u></b>															
Supervisor	20.21	20.62	21.24	21.66	22.28	22.70	23.32	23.73	24.35	24.77	25.39	25.91	26.43	26.94	27.46
<b><u>CUSTODIAN/MAINTENANCE</u></b>															
Custodian/Maintenance	14.51	14.92	15.34	15.75	16.17	16.58	17.00	17.41	17.82	18.24	18.76	19.28	19.79	20.31	20.83
<b><u>SECRETARIAL/CLERICAL</u></b>															
Secretarial/Clerical	15.54	15.96	16.37	16.79	17.20	17.62	18.03	18.45	18.86	19.28	19.79	20.31	20.83	21.35	21.87
<b><u>TRANSPORTATION</u></b>															
Transportation Mechanic	18.65	19.07	19.48	19.90	20.31	20.73	21.14	21.56	21.97	22.38	22.90	23.42	23.94	24.46	24.98
Transportation Driver	16.58	17.00	17.41	17.82	18.24	18.65	19.07	19.48	19.90	20.31	20.83	21.35	21.87	22.38	22.90
Driver Trainer	18.65	19.07	19.48	19.90	20.31	20.73	21.14	21.56	21.97	22.38	22.90	23.42	23.94	24.46	24.98
Bus Maint. Specialist	16.06	16.48	16.89	17.31	17.72	18.14	18.55	18.96	19.38	19.79	20.31	20.83	21.35	21.87	22.38

