

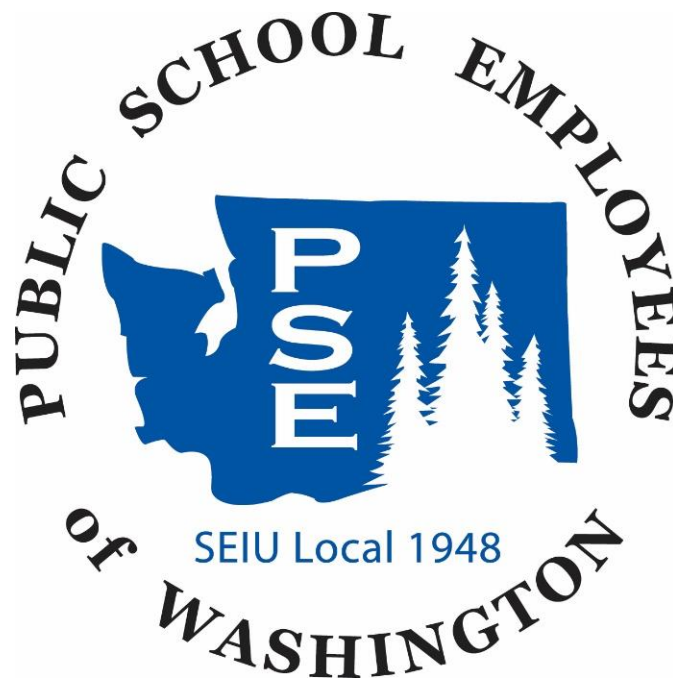
COLLECTIVE BARGAINING AGREEMENT BETWEEN

NORTHPORT SCHOOL DISTRICT #211

AND

PUBLIC SCHOOL EMPLOYEES OF NORTHPORT

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

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DECLARATION OF PRINCIPLES

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

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P R E A M B L E

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

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:

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

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Section 1.1. Exclusive Representative.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

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Section 1.2. Exclusion.

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).

1 **Section 1.3. Job Descriptions**

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

8 **Section 1.4. Recognition.**

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

- 11 Custodial/Maintenance
- 12 Nutrition Service
- 13 Paraeducator
- 14 Secretarial/Clerical
- 15 Tech Support
- 16 Transportation
- 17 Technical Support Technician/Secretarial/Paraeducator

18
19 The District Secretary/Bookkeeper shall be exempt from the bargaining unit.
20

21 **Section 1.5. Substitute Employees.**

22 A substitute employee is one who fills in for another employee.
23

- 24 1. Substitute employees who work for less than one-sixth (1/6) of the workdays in a normal
25 academic school year period, are not covered by this Agreement.
26
- 27 2. Substitute employees doing bargaining unit work who work one-sixth of a normal academic year,
28 in any twelve (12) month period and continue to be available for work, will be included in the
29 bargaining unit limited to benefits as required by PERS, FICA and L&I. Wages will be the
30 starting bargaining unit wage. Seniority will not be accrued by any person hired as a substitute.
31 No other provisions of the Collective Bargaining Agreement shall apply to substitutes.
32
- 33 3. Substitute employees hired to fill positions on Board approved leaves of absences will be hired
34 for the duration of such leave, during which time they shall be subject to all provisions of this
35 Agreement.
36
- 37 4. Substitute employees will be paid the Step 1 rate of pay of the position they substitute for.
38
- 39 5. Former employees who substitute will make the wages they earned when they last worked.
40
- 41 6. Substitutes who have worked 180 days will be placed at the Step II Level of pay.
42

43 **Section 1.6. Temporary Positions.**

44 Temporary positions are new positions created by the District to fill a short-term need. Temporary
45 positions will have a specific beginning and ending date. Should the temporary position exceed sixty-
46 (60) working days, the position will be posted pursuant to Article X, Section 10.8. Employees filling
47 temporary positions that exceed twenty (20) consecutive or thirty (30) intermittent workdays will have
48 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.
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17 **Section 4.2.**

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

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.

Section 7.3. Work Shifts.

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

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

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

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

7 In the event an employee is assigned to a shift less than the normal work shift defined in Section
8 7.3.1, the employee shall have in their assignment one (1) of the following meal/rest periods, as
9 appropriate. Lunch periods will be unpaid and uninterrupted.
10

11	7 ½ to 8 hour work shift	30 minute meal period/ (2) - 15 minute rest periods
12	5 ¼ to 7 ¼ hour work shift	30 minute meal period/ (1) - 15 minute rest period
13	3 ¼ to 5 hour work shift	15 minute rest period
14	*3 hours or less	no rest period

15
16 * If employees need a short rest period during this group of shifts, due to the nature of the job
17 responsibility, it should be worked out with their respective supervisor.
18

19 **Section 7.4. Working through Lunch.**

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

25 **Section 7.5. Work in a Higher Paid Position.**

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

30 **Section 7.5.1. Work in Other Classified Positions.**

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

35 **Section 7.5.2. Substitute Teaching.**

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

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

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



1 **Section 7.6.1.**

2 Employees shall notify the District of their intent to return to work within ten (10) working days
3 of receiving their notice of reasonable assurance.
4

5 **Section 7.7. School Closure.**

6 In the event of an unusual school closure due to inclement weather, plant in-operation or the like, the
7 District will make every effort to notify each employee to refrain from coming to work through the
8 school messaging system. Employees reporting to work shall receive compensation for actual service
9 rendered.
10

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

17 **Section 7.8. Transportation.**

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

32 **Section 7.8.1. Extra Trips.**

33 Extra trips shall be defined as all transportation runs requiring a qualified bus driver which do not
34 occur on a regular and daily basis and shall be regulated as follows:
35

36 **Section 7.8.1.1.**

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

44 **Section 7.8.1.2.**

45 No temporary or substitute driver shall be used for extra trips unless a regular driver is not
46 available or as otherwise provided in this Article.
47
48

1 **Section 7.8.1.3.**

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

7 **Section 7.8.1.4.**

8 No driver or substitute driver will lose wages because the route-bus assigned is out of
9 service for repair or out of town on an extra trip and the bus routes are combined. If not
10 notified, the driver or substitute driver will be paid for a two (2) hour call out.
11

12 **Section 7.8.1.5.**

13 Regular drivers who are required to maintain active driving status by adding the costs of
14 additional endorsements, tests, and physicals, will be reimbursed for those costs.
15

16 **Section 7.8.1.6.**

17 As a general rule, drivers will have their own accommodations on overnight trips.
18

19 When an overnight trip leaves late in the day for a return trip to the District late hotel
20 checkout will be an option for the driver. Such arrangements will be the responsibility of
21 the driver.
22

23 **Section 7.8.1.7.**

24 Drivers while in paid status (driving or layover time) will be expected to assist as
25 necessary and/or requested with the supervision of students.
26

27 **Section 7.8.1.8.**

28 Layover time will be paid at the driving rate of pay.
29

30 **Section 7.9. Overtime.**

31 All compensated hours over forty (40) in one week will be paid at time and one-half (1½). For example,
32 if a holiday falls in the workweek and the employee works more than thirty-two (32) hours, he/she will
33 be paid for all hours worked beyond thirty-two (32) hours at time and one-half (1½).
34

35 **Section 7.10. Annual Orientation.**

36 All classified employees will be paid to attend a three (3) hour minimum orientation day at the beginning
37 of each school year.
38

39 **Section 7.11. Work Year.**

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

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|--------------------------------|-----------------------------------|
| 1. New Year's Day | 7. Juneteenth |
| 2. Martin Luther King, Jr. Day | 8. Veterans Day |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Day before or after Christmas |
| 6. Labor Day | 12. Christmas 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. Juneteenth (providing it falls within their work year) |
| 2. Martin Luther King, Jr. Day | 7. Veterans Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day before or after Christmas |
| 5. Labor Day (providing it falls within their work year) | 10. Christmas Day |

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.
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7 **ARTICLE IX**

8 **LEAVES**

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

10
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).



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. Personal leave may be taken in half (1/2) or full
26 day increments. Employees will be allowed to carryover one (1) unused personal leave day to a
27 maximum of three (3) in any year. Personal leave days may not be taken the first or last week of school.
28 Employees shall be limited to the use of a maximum of two (2) Personal Leave days preceding or
29 following holidays or vacations.
30

31 An employee may cash out up to three (3) days of Personal Leave by the end of the school year at the
32 substitute rate of pay for their position.
33

34 **Section 9.4. Family Medical Leave.**

35 Family Medical Leave Act (FMLA) and Washington State Family Leave Act will be implemented
36 according to state and federal law. The District shall post information on the Family Medical Leave
37 Act (FMLA) at each employee work site. Employees should be aware that certain use of FMLA
38 could result in the employee exhausting all accrued sick leave. This leave guarantees eligible
39 employees up to twelve (12) weeks of job-protected leave.
40

41 Employees who have worked for the District for a period of twelve (12) months and have accrued one-
42 thousand two-hundred and fifty (1,250) hours of service during that twelve (12) month period are
43 eligible for this leave.
44

45 **Section 9.5. Maternity Leave.**

46 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
47 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must
48 return to work not later than one (1) year following the granting of the maternity leave. Employees

1 granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance
2 with Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as
3 ready and able to return.

4
5 **Section 9.6. Paternity Leave.**

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

8
9 **Section 9.7. Judicial Leave.**

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

13
14 **Section 9.8. Additional Leave.**

15 The District will provide additional leave in accordance with Washington state law, including
16 Domestic Violence Leave and Faith or Conscience Leave. Additional information about specific leaves
17 can be found at www.leg.wa.gov.

18
19 **Section 9.9. Leave of Absence.**

20
21 **Section 9.9.1.**

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

26
27 **Section 9.9.2.**

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

32
33 **Section 9.9.3.**

34 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
35 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
36 employee is on leave of absence; provided, however, that if such leave is approved for extended
37 illness or injury, seniority shall accrue.

38
39
40 **ARTICLE X**

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

43
44 **Section 10.1. Hire Date.**

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

1 **Section 10.2. Probation.**

2 Each new hire shall remain in a probationary status for a period of ninety (90) workdays following the
3 hire date (one-half [½] of probation must occur during student year). At the conclusion of the ninety (90)
4 workday probation should the employee’s performance be less than satisfactory; the district may extend
5 the probation in forty-five (45) workday increments to a total probation period of not more than one
6 hundred-eighty (180) workdays. During this probationary period the District may discharge such
7 employee at its discretion. The District will notify the association president of any probation extension.

8
9 **Section 10.2.1.**

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

12
13 **Section 10.3.**

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

- 15 A. Resignation.
- 16 B. Discharge for justifiable cause.
- 17 C. Retirement.

18
19 **Section 10.4.**

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

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

26
27 **Section 10.5. Seniority by Classification.**

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

30
31 **Section 10.5.1. Change in Classifications.**

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

34
35 **Section 10.6. Preferential Rights.**

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

44
45 **Section 10.7. Job Posting.**

46 The District shall publicize within the bargaining unit for five (5) working days the availability of open
47 positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall

1 be forwarded to the President of the Association and to the Association representative of the
2 classification concerned.

3
4 **Section 10.7.1. Posting Increase/Decreases.**

5 Positions that increase or decrease by more than one-half (½) hour for pay purposes, within a
6 given school year, shall be considered open and shall be posted.

7
8 **Section 10.8. Layoff.**

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

14
15 **Section 10.8.1.**

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

18
19 **Section 10.8.2.**

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

24
25 **Section 10.8.3.**

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

29
30 **Section 10.9. Position Placement Review.**

31 An employee may request the Principal or Department Head review of their classification or level
32 provided the following conditions are met:

- 33
34 A. A major function has been added to the employee's position that changes the level of
35 responsibility or skills required.
36 B. The position requires significant higher levels of knowledge or skills than the current job
37 description.
38 C. The position requires a higher level of responsibility in decision-making or higher level of
39 authority not in the present classification level.

40
41 The Superintendent or Principal shall provide a copy of any request to the PSE President. The
42 Assistant Superintendent shall then make a recommendation to the Superintendent for a final decision.
43 Request must be in writing and presented via email, with the chapter president copied. Employees will
44 receive a written response within thirty (30) days of receipt, including rationale for any denial.
45 Approved changes will be implemented at the next pay date, provided it allows for the necessary
46 processing time.

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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

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

Section 11.2.

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

Section 11.3. Right to Representation (Weingarten).

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

Section 11.4. Progressive Discipline.

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

1. Notice of Concern/Counseling.
2. Oral Warning – written record to supervisor’s file only.
3. Letter of Warning – from this point forward sent to employee’s personnel file.
4. Letter of Reprimand.
5. Suspension.
6. 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. Insurance Benefits.

- A. 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.
- B. 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.



- 1 C. The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work
2 six hundred thirty (630) hours or more per school year. Paid leave hours shall count towards the six
3 hundred thirty (630) hours used to determine eligibility for benefits. For purposes of benefits
4 provided under the SEBB, a school year shall mean September through August. The effective date
5 of coverage is the first day of the month following the day they begin work unless other
6 circumstances apply per SEBB rules.
7
- 8 D. Basic benefits include medical, dental, vision, long-term disability, and group life insurance.
9 Employees may select optional benefits at their own expense. Employees shall be able to
10 participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and the Dependent
11 Care Assistance Program (DCAP).
12
- 13 E. Benefit Termination: Any employee terminating employment shall be entitled to receive the
14 District insurance contribution for the remainder of the calendar month in which the contribution is
15 effective. In cases where separation occurs after completion of the employee's full contract
16 obligation (i.e., the end of the school/work year), benefit coverage will continue through August of
17 that year, unless affected by retirement date.
18
- 19 F. In the event that any unforeseen changes, that are subject to bargaining, regarding SEBB occur
20 during the duration of this agreement, the parties agree to bargain the impact.
21
- 22 G. Should any contract language be found not to be allowed under State law and/or SEBB rules, State
23 law and SEBB rules shall govern.
24

Section 12.2. Liability.

25 The District shall provide tort liability coverage for all employees subject to this Agreement.
26
27

Section 12.3. State Industrial.

28 The District shall make required contributions for State Industrial Insurance on behalf of all employees
29 subject to this Agreement.
30
31

Section 12.4. Unemployment.

32 The District shall make contributions to the Washington State Unemployment Compensation Fund
33 requisite to providing unemployment benefits for all employees subject to this Agreement.
34
35

Section 12.5. Paid Family and Medical Leave. (PFML)

36 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by
37 law:
38

- 39 • The District shall annually notify employees about the benefits available under PFML.
- 40 • Employees will be required to file a claim for PFML benefits with the Employment Security
41 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/>. All
42 payments will come from the ESD.
- 43 • Employees will be required to contact the Employment Security Guidelines to determine the
44 amount leave available.
- 45 • To qualify for PFML, employees must work no less than eight hundred twenty (820) hours in
46 employment in Washington State during the qualifying period Employment Security will
47 determine the employee's eligibility and benefit.

- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.
- District and employees shall pay premium costs as per state law.

Section 12.6. Retirement.

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

Section 12.7. VEBA.

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

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

ARTICLE XIII
VOCATIONAL TRAINING

Section 13.1.

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

Section 13.2.

Such funds may be utilized for the following purposes:

Section 13.2.1.

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

Section 13.2.2.

Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

Section 13.2.3.

Purchase of recognized vocational courses from local, State, or National Educational Institutes which would improve the potential of employees subject to this Agreement.



ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Membership.

The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restrain, retaliate, coerce, or interfere against any employee in that process. Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. The Association shall be the custodian of records in terms of employee Association Membership.

Section 14.2. New Hire Notification.

The District will provide the PSE Chapter President, Membership Officer and PSE Membership department (membership@pseofwa.org) electronic notification of the name, address, phone number, classification, job title, work location, and work email address of all newly hired bargaining unit employees upon hire.

Section 14.3. Regular Dues Checkoff.

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/SEIU Local 1948. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. 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 status changes.

Section 14.4. Dues Authorization.

PSE will be the custodian of the records related to dues authorizations. PSE agrees that as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

The Employer agrees to accept dues authorizations as per RCW 41.80.100.

Section 14.4.1. Authorization and Revocations.

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

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

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the

1 authorization is not obtained by the employee to PSE. After the employer receives confirmation
2 that the employee has revoked authorization for deductions, the employer shall end the
3 deduction effective on the first payroll after receipt of the confirmation, unless payroll has
4 already been processed, then it will be deducted the following payroll. The employer shall rely
5 on information provided by the exclusive bargaining representative regarding the authorization
6 and revocation of deductions.
7

8 **Section 14.5. Represented Employee Lists.**

9 Upon request, the District shall provide electronically the PSE Chapter President, Field Representative
10 and PSE State Membership Department (membership@pseofwa.org) information on all represented
11 bargaining unit employees to include non-dues paying employees, with the employee's name, position,
12 primary work location, home and work email address, address, phone, hire date, hourly rate of pay,
13 number of contracted workdays and work hours per day, and FTE equivalent. Notification of changes in
14 the bargaining unit (Leave of Absence, Resignation/Retirement, New Hires) will be submitted monthly
15 with the dues remit.
16

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

18 The District will upon receipt of an authorization form that conforms to legal requirements, deduct
19 from the pay of such bargaining unit employee the amount of contributions the employee voluntarily
20 chooses for deduction for political purposes and will transmit the same to the Union on a check
21 separate from the Union dues transmittal check. The employee may revoke the request at any time. At
22 least annually, the employee shall be notified about the right to revoke the request by Public School
23 Employees of Washington/SEIU Local 1948.
24

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

26 The District will provide PSE reasonable access to new employees of the bargaining unit for the
27 purposes of presenting information about PSE to the new employee. "Reasonable access" for the
28 purposes of this section means the access to the new employee occurs within two weeks of the
29 employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and
30 the access occurs during the new employee's regular work hours at the employee's regular worksite or
31 at a location mutually agreed to by the District and PSE.
32

33 **Section 14.8. Annual New Hire Orientation.**

34 If an annual orientation is provided to new hires subject to this agreement the Association shall be allowed
35 to attend to meet with new hires and provide such employee with a copy of this Agreement and the Dues
36 Authorization form.
37

38 **Section 14.9. Hold Harmless.**

39 The Association agrees to defend, indemnify, and hold the District harmless against any and all claims,
40 suits, orders, or judgments brought or issued against the District as a result of any action taken or not
41 taken by the District in accordance with the provisions of this article.
42

43 **Section 14.10. Local Dues.**

44 The District agrees to deduct local membership dues from all dues paying members on a monthly basis
45 and remit to the local Association. The Association will inform the district the amount of local dues to
46 be collected.
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ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

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

Section 15.2. Grievance Steps.

Section 15.2.1. Step 1. Discussion.

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

Section 15.2.2. Step 2. Written Grievance Form.

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

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

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

Section 15.2.3. Step 3. Superintendent.

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

Section 15.2.4. Step 4. District Board of Directors.

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District Board of Directors. After such submission, the parties will have thirty (30) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee

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

5 **Section 15.2.5. Step 5. Arbitration.**

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

20 **Section 15.3.**

21 The grievance or arbitration discussions shall take place whenever possible on school time. The
22 employer shall not discriminate against any individual employee or the Association for taking action
23 under this Article.
24
25
26

27 **ARTICLE XVI**

28 **TRANSFER OF PREVIOUS EXPERIENCE**
29
30

31 **Section 16.1.**

32 When any employee leaves a school district within the State and commences employment with this
33 District, the employee shall retain the same leave benefits and other benefits that the employee had in the
34 previous position.
35

36 **Section 16.1.1.**

37 If this district has a different system for computing leave benefits and other benefits, then the
38 employee shall be granted the same leave benefits and other benefits as an employee in the
39 district who has similar occupational status and total years of service.
40

41 **Section 16.1.2.**

42 A new employee may be given longevity credit on the salary schedule based on like work
43 experience outside of school district employment. Such longevity will be applied using one salary
44 schedule step for every two years of experience to a maximum placement at Step 3.
45
46

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

2 Employees who change job classifications or positions within a classification will be given credit for
3 their years of service in the district. The employee shall be placed at the step that corresponds with their
4 years of experience for the district.
5
6
7

8 **ARTICLE XVII**

9
10 **SALARIES AND EMPLOYEE COMPENSATION**
11

12 **Section 17.1.**

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

17 **Section 17.2.**

18 Salaries for employees' subject to this Agreement, during the term of this Agreement, are contained in
19 Schedule A attached hereto and by this reference incorporated herein.
20

21 **Section 17.2.1.**

22 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
23 terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this
24 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to
25 the effective date.
26

27 **Section 17.2.2.**

28 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution
29 of this Agreement if possible, and in any case not later than the second regular pay day. In the
30 case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such
31 retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if
32 possible, and in any case not later than the second regular pay day.
33

34 **Section 17.2.3.**

35 Incremental steps, where applicable, shall take effect on September 1 of each year during the
36 term of this Agreement; provided, the employee has been actively employed continuously for at
37 least one-half (1/2) of the previous employment year.
38

39 **Section 17.3.**

40 For purposes of calculating daily hours, time worked shall be rounded to the next one-fourth (1/4) quarter
41 hour.
42

43 **Section 17.4.**

44 Any employee required to travel from one site to another in a private vehicle during working hours shall
45 be reimbursed for such travel on a per mile basis at the current U.S. General Services Administration
46 rate.
47

1 **Section 17.5.**

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

6
7 **Section 17.6.**

8 The Association President will receive a spreadsheet annually (no later than October 10) with the
9 following information for chapter review:

- 10 1. Employee name
- 11 2. Start date as a regular employee
- 12 3. Number of hours worked per day
- 13 4. Number of days worked per year
- 14 5. Increase (stipend) for clock hours

15
16 In addition, the district will provide the information above to each employee individually on an annual
17 basis to ensure correct placement, which employees will verify and sign.

18
19
20
21
22 **ARTICLE XVIII**

23
24 **TERM AND SEPARABILITY OF PROVISIONS**

25
26 **Section 18.1.**

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

28
29 **Section 18.2.**

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

32
33 **Section 18.3.**

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

43
44 **Section 18.4.**

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

1 **Section 18.5.**

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

4
5 **Section 18.6.**

6 In the event either of the two (2) previous sections is determined to apply to any provision of this
7 Agreement, such provision shall be renegotiated pursuant to Section 18.3.

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15 **SIGNATURE PAGE**

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23
24 PUBLIC SCHOOL EMPLOYEES OF
25 WASHINGTON/SEIU LOCAL 1948

26
27 NORTHPORT CHAPTER

28
29
30 BY: Rob Mawdsley
31 Rob Mawdsley, Chapter President

32
33
34 DATE: 9-30-22

28
29
30 NORTHPORT SCHOOL DISTRICT #211

31
32 BY: Don Baribault
33 Don Baribault, Superintendent

34
35
36 DATE: 9/30/22

37
38
39 SCHOOL BOARD

40
41
42 BY: _____
43 Lauri Hedrick, School Board Chair

44
45
46 DATE: _____



**SCHEDULE A
NORTHPORT SCHOOL DISTRICT
SEPTEMBER 1, 2022 - AUGUST 31, 2023**

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
<u>Food Service</u>															
Cook	\$ 15.52	\$ 15.97	\$ 16.41	\$ 16.85	\$ 17.30	\$ 17.74	\$ 18.19	\$ 18.63	\$ 19.07	\$ 19.52	\$ 20.07	\$ 20.62	\$ 21.18	\$ 21.73	\$ 22.29
Lead Cook	\$ 17.74	\$ 18.19	\$ 18.63	\$ 19.07	\$ 19.52	\$ 19.96	\$ 20.40	\$ 20.85	\$ 21.29	\$ 21.73	\$ 22.29	\$ 22.84	\$ 23.40	\$ 23.95	\$ 24.51
<u>Paraeducator</u>															
Paraeducator	\$ 15.52	\$ 15.97	\$ 16.41	\$ 16.85	\$ 17.30	\$ 17.74	\$ 18.19	\$ 18.63	\$ 19.07	\$ 19.52	\$ 20.07	\$ 20.62	\$ 21.18	\$ 21.73	\$ 22.29
<u>Tech Support</u>															
Tech	\$ 19.96	\$ 20.40	\$ 20.85	\$ 21.29	\$ 21.73	\$ 22.18	\$ 22.62	\$ 23.06	\$ 23.51	\$ 23.95	\$ 24.51	\$ 25.06	\$ 25.61	\$ 26.17	\$ 26.72
<u>Transportation/ Maintenance/ Custodial Supervisor</u>															
Supervisor	\$ 21.62	\$ 22.07	\$ 22.73	\$ 23.18	\$ 23.84	\$ 24.28	\$ 24.95	\$ 25.39	\$ 26.06	\$ 26.50	\$ 27.17	\$ 27.72	\$ 28.28	\$ 28.83	\$ 29.38
<u>Custodian/Maintenance</u>															
Custodian/Maintenance	\$ 15.52	\$ 15.97	\$ 16.41	\$ 16.85	\$ 17.30	\$ 17.74	\$ 18.19	\$ 18.63	\$ 19.07	\$ 19.52	\$ 20.07	\$ 20.62	\$ 21.18	\$ 21.73	\$ 22.29
<u>Secretarial/ Clerical</u>															
Secretarial/Clerical	\$ 16.63	\$ 17.08	\$ 17.52	\$ 17.96	\$ 18.41	\$ 18.85	\$ 19.29	\$ 19.74	\$ 20.18	\$ 20.62	\$ 21.18	\$ 21.73	\$ 22.29	\$ 22.84	\$ 23.40
<u>Transportation</u>															
Transportation Mechanic	\$ 19.96	\$ 20.40	\$ 20.85	\$ 21.29	\$ 21.73	\$ 22.18	\$ 22.62	\$ 23.06	\$ 23.51	\$ 23.95	\$ 24.51	\$ 25.06	\$ 25.61	\$ 26.17	\$ 26.72
Transportation Driver	\$ 17.74	\$ 18.19	\$ 18.63	\$ 19.07	\$ 19.52	\$ 19.96	\$ 20.40	\$ 20.85	\$ 21.29	\$ 21.73	\$ 22.29	\$ 22.84	\$ 23.40	\$ 23.95	\$ 24.51
Driver Trainer	\$ 19.96	\$ 20.40	\$ 20.85	\$ 21.29	\$ 21.73	\$ 22.18	\$ 22.62	\$ 23.06	\$ 23.51	\$ 23.95	\$ 24.51	\$ 25.06	\$ 25.61	\$ 26.17	\$ 26.72
Bus Maintenance Specialist	\$ 17.19	\$ 17.63	\$ 18.07	\$ 18.52	\$ 18.96	\$ 19.41	\$ 19.85	\$ 20.29	\$ 20.74	\$ 21.18	\$ 21.73	\$ 22.29	\$ 22.84	\$ 23.40	\$ 23.95



ADDENDUM A

ADDITIONAL PAY FOR CREDITS/CLOCK HOURS EARNED

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

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

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

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

SCHEDULE A PROVISIONS

CREDIT/CLOCK HOURS

1. Credit or hours required to maintain licensing will not be counted, such as bus driver certification requirements, spray license, wastewater treatment license, etc. for salary enhancement. Hours or classes required to maintain certification for licensing will be at District expense. First Aid or EMT training will not apply toward salary enhancement.
2. Only classes or workshops that are appropriate for the employee's position will be applicable for salary enhancement. Classes or workshop hours will be counted in the classification they apply. In the event a District employee secures a position in a different classification only those hours that pertain to the new classification will apply. At the time of the change in classification a determination and a sign off between the District and the employee will be made on applicable hours for the new position.
3. Prior approval will be secured from the Superintendent by the participant of the workshop or class before the District will grant the credits or clock hours toward salary enhancement. If the employee is dissatisfied with the decision of the Superintendent, the employee may appeal this decision through the proper channels.
4. An employee may not progress beyond the ninety (90) credit clock hours on the salary enhancement schedule.
5. This salary enhancement proposal may be opened for discussion on an annual basis.
6. All employees new to the District in a permanent position shall be placed at Step 1 on Schedule A, subject to the terms of Section 16.1.2. A new employee shall be considered as one who has never worked for the District previously or who worked as a substitute in that classification for less than ninety (90) days. This does not apply to employees presently employed by the District who change or add a classification or those substitutes who have worked in that job classification for more than ninety (90) days previously.
7. All classes approved will become a part of the employee's permanent personnel file.
8. Classes in the following general areas may be approved for general application for all classifications: Stress Management; Personnel Management; Interpersonal Relationships; General Studies (Math, Language Arts, etc).



ADDENDUM B

Paraeducator Requirements

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

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

Paraeducators are required to complete the Fundamental Course of Study (FSC). The District must provide twenty-eight (28) hours of paid training and cover associated costs on the state standards of practice for all paraeducators. The District will also provide access to computers and other technology needed to be successful in obtaining the required training as funded by the state. Training mandated by the state is a condition of employment to be met by the date set by legislature.

Once twenty-eight (28) FSC hours have been earned, paraeducators are then eligible to earn a General Certificate by completing an additional seventy (70) hours of courses on the standards of practice.

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

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

Professional development hours which include clock hours, and the state approved apprenticeship program will count towards continuing education credit hours. Further information can be found at the 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:

Due to minimum wage increase beginning January 1, 2023, these classifications will have their wages increased by twenty-two cents (\$0.22):

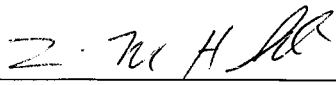
- Food Service
- Paraeducator
- Custodian/Maintenance

The twenty-two cents (\$0.22) will be added to each step on the Schedule A 2022-2023.

This Letter of Agreement shall be effective January 1, 2023, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

NORTHPORT CHAPTER

BY: 
Nahani Halbert, Chapter President

DATE: 19 Dec 22

NORTHPORT SCHOOL DISTRICT #211

BY: 
Don Baribault, Superintendent

DATE: 12/19/22

