

COLLECTIVE BARGAINING AGREEMENT BETWEEN

OAK HARBOR SCHOOL DISTRICT # 201

AND

PUBLIC SCHOOL EMPLOYEES OF OAK HARBOR # 821

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948

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1 **Section 1.4. Job Descriptions.**

2 The District agrees to provide job descriptions for all positions covered by this Agreement to the Chapter
3 President(s) or designee. Job descriptions that are modified by the District which reflect substantial changes
4 impacting the hours, wages, and working conditions of the employee and new job descriptions that are
5 created by the District covering employees under the scope of this Agreement will be made available to the
6 Chapter President(s) or designee for review in advance of the implementation.
7

8 Modification of existing job descriptions, creation of new job descriptions, and creation of new positions
9 will result in salary negotiations for those modified or new positions, at the discretion of either the District
10 or the Association. If the Association believes that there is a substantial change in the status of a position,
11 and the Association communicates this belief to the District, in writing, the District will review the position
12 and job description, and will either modify the job description or communicate, in writing, to the
13 Association its reason for not modifying the job description.
14

15 If an employee believes that there is a substantial change in the status of their position, and the employee
16 communicates this belief to the District, in writing, the District will review the employee’s duties and job
17 description, and, within ten (10) business days (though extended during holidays and breaks) will meet with
18 the employee, upon request, and will either modify the employee’s job description, adjust the employee’s
19 rate of pay commensurate with the duties performed, or communicate in writing to the employee the
20 District’s reason for not modifying the job description or rate of pay. Changes in wages or working
21 conditions will be subject to bargaining with the Association. Employees may submit one (1) review
22 request per position per school year.
23

24 **Section 1.4.1.**

25 Job Descriptions, Letters of Agreement, Memorandums of Understanding, and Seniority Lists for
26 all bargaining unit positions and classifications shall be posted on the District website. The District
27 will ensure records on its website are updated at least once per quarter.
28

29 **Section 1.5. Definition of Positions.**

30 A. Regular Position:

31 An ongoing, year-to-year position that is covered by all of the provisions of this Agreement. The
32 parties understand that certain positions are funded by grants and, if the position is eliminated due
33 to the withdrawal of funding, affected employees will be in an unassigned status until such time as
34 they bid on and are awarded an open position.
35

36 B. Temporary Position:

37 A new position created by the District with the actual intent that the position will only last for a
38 period during the school year for which it is created. An employee working in a temporary
39 position is not considered a substitute employee and is covered by all of the provisions of this
40 Agreement. However, temporary positions, unlike regular positions, terminate at the end of each
41 school year and the employee will be in a layoff status until such time as they bid on and are
42 awarded an open position. Temporary positions expected to last forty-five (45) or more days will
43 be posted. Temporary positions are not eligible for participation in retirement.
44

45 C. Substitute Position:

46 A position in which a substitute fills in for another employee.

- 47 1. Substitute employees who work for less than twenty (20) consecutive or thirty (30)
48 intermittent workdays, in a school year period, are not covered by this Agreement.



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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

Neither the District nor the Association will directly nor indirectly interfere with, restrain, coerce, or discriminate against the employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right as guaranteed by RCW 41.56.

Section 3.2.

Neither the District nor the Association will discriminate against any employee subject to this Agreement on the basis of race, creed, color, national origin, sex, religion, age, marital status, or because of a physical, mental or sensory handicap except to the extent sex, age or the absence of handicap may constitute a bona fide occupational qualification.

Section 3.3.

The District will provide each classified staff member with an annual written evaluation. This evaluation will be completed prior to June 1st. A conference between the supervisor and the employee will conclude with a written evaluation. An employee shall be given a draft copy of their evaluation at least two (2) working days before the conference between the supervisor and employee to discuss it, unless otherwise agreed upon between the employee and supervisor. Drafts provided to an employee are subject to change at the sole discretion of the District. However, the District shall not give the employee a lower evaluation than the draft copy provided to them before the conference between the supervisor and employee. A copy of the evaluation must be given to the employee within five (5) working days of the evaluation conference. An overall performance that is rated as unsatisfactory and therefore requiring improvement must be followed by a written performance improvement plan in the area(s) noted. The development and implementation of this plan will be a collaboration of the supervisor and the employee. If no agreement is reached between the employee and the supervisor regarding the specific content of the plan, the supervisor will implement the plan without the employee's agreement.

Section 3.4.

Employees will be given a copy of all material added to their personnel file in Human Resources (HR) at the time such material is added to the file. Each employee will have the right, upon request to HR, to schedule an appointment to review the contents of their personnel file. An employee may obtain copies of the documents made available under this Section. To the extent permitted by law, no record, file or document pertaining to an employee will be made available to any unauthorized person for photocopy or inspection. Employees will have the right to respond in writing to all additions in the personnel file. Such employee responses will be made a part of the file.

No duplicate, alternate, or other personnel file will be kept anywhere in the District except that supervisors may keep working personnel files in their respective offices. Both files are subject to the provisions of this Section. The content of the working files will be reviewed annually by the supervisor and the employee upon request of the employee.

Section 3.5.

Written disciplinary actions will be removed from an employee's file, at the employee's request, two (2) years after inclusion, provided that no subsequent discipline for a like offense has been imposed during the

1 intervening period. Derogatory materials not shown to the employee prior to or at the time of inclusion in
2 the employee's personnel file may not be used as evidence in any grievance or disciplinary action against
3 such employee.

4
5 **Section 3.6.**

6 Employees will not be required to work under unsafe or hazardous conditions or to perform tasks which
7 unreasonably endanger their health, safety and well-being.

8
9 **Section 3.6.1. Emergencies.**

10 Each year, all employees will be instructed on emergency procedures and will be provided with a
11 copy of their building's emergency plan. The District will conduct regular emergency drills so that
12 all employees will be fully trained on and regularly participate in, emergency drills. In the event of
13 an emergency, all employees in the area and departments, including substitutes, will immediately be
14 notified in accordance with building and District procedures. The District will abide by School
15 Board Policies regarding employee safety.

16
17 **Section 3.7. Employee Protection/Insurance.**

18 The District agrees to provide insurance to hold employees harmless and defend them from losses for
19 actions arising out of any claim, demand, suit, or judgment by reason of any negligent act or negligent
20 failure to act by such employee, within or without the school building, provided such employee, at the time
21 of the act or omission complained of, was acting within the scope of employment and under the direction of
22 the District.

23
24 Assaults upon employees will be promptly reported to the Administration. While employees are
25 encouraged to inform the Administration of any legal interventions filed, they are not required to seek
26 administrative support or permission to do so. The District will render all assistance to the employees in
27 connection with handling of the incident by law enforcement and judicial authorities.

28
29 The District will provide employees with property insurance protection covering the personal property of
30 those employees while engaged in the maintenance of order and discipline and the protection of school
31 personnel and students and the property thereof when that is deemed necessary by the District. The District
32 will also include liability insurance covering injury to persons and property damage protecting those
33 employees from claims or suits filed against the employee while engaged in the maintenance of order and
34 discipline. Employees will be designated as insured parties in policies of insurance provided herein.

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38 **ARTICLE IV**

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40 **RIGHTS OF THE ASSOCIATION**

41
42 **Section 4.1.**

43 The Association has the right to represent the interests of each individual in the unit, as well as the unit as a
44 whole; to present its concerns, either orally or in writing to the District with respect to grievance procedures
45 and collective negotiations on personnel matters, including wages, hours and working conditions. When, in
46 the good faith judgment of the Association's Grievance Committee, the rights of the individual are in
47 conflict with the rights of the unit as a whole, the Association may decide to support the unit as a whole
48 over the individual.

1
2 **Section 4.2. New Employees Orientation.**

3 The District will provide the Association reasonable access to new employees of the bargaining unit for the
4 purposes of presenting information about the Association to the new employee. No employee may be
5 mandated to attend the meetings or presentations by the exclusive bargaining representative. “Reasonable
6 access” for the purposes of this Section means the access to the new employee occurs within ninety (90)
7 days of the employee’s start date within the bargaining unit; the access is for no less than thirty (30)
8 minutes; and the access occurs during the new employee’s regular work hours at the employee’s regular
9 worksite, or at a location mutually agreed to by the District and the Association. This thirty (30) minute
10 presentation may occur during a new employee orientation provided by the District, or at another time
11 mutually agreed to by the District and the exclusive bargaining representative. The Association has the
12 right to distribute materials, such as Association new hire packets, at the orientation.
13

14 Once a year, typically at the beginning of the school year, the District shall provide a new employee
15 orientation for all new employees. The District shall provide the Chapter President(s) or designee a list of
16 each new hire attending the District’s annual new employee orientation forty-eight (48) hours in advance of
17 the orientation. All participating new employees who choose to attend the Association’s annual new
18 employee presentation will do so on paid time by the District. Additionally, the District will designate one
19 (1) day per month when all newly hired employees from the immediately preceding month may attend an
20 Association new employee presentation. If there are no new hires in a given month, the District will not
21 designate an Association new employee presentation in the following month. The District shall provide the
22 Chapter President(s) or designee a list of each new hire available to attend the Association’s presentation
23 forty-eight (48) hours in advance of the presentation.
24

25 **Section 4.2.1. New Hire Notification.**

26 The District will provide the Chapter President(s) or designee electronic notification of the name,
27 address, personal phone number, classification, job title, work location, work and personal email
28 address of all newly hired bargaining unit employees within a reasonable time after any new hire (if
29 such information was provided to the District by the new hire). The District will provide each new
30 employee with a copy of this Agreement, which will be furnished to the District by the Association,
31 within thirty (30) days of signed ratification of this Agreement.
32

33 **Section 4.3.**

34 Upon request, the District will provide the Chapter President(s) or designee information regarding
35 bargaining unit employees' wages, hours and working conditions. Upon request, the District will provide
36 the Chapter President(s) or designee access to personnel action reports. Also, upon request, the District will
37 provide a list of each member’s name, hire date, building, job title, wage, home address and home phone
38 number.
39

40 **Section 4.3.1. Public Records Request for Member Information.**

41 In the event that there is a public records request for the bargaining unit membership list or a public
42 records request for individual members’ contact information, the District shall notify the Chapter
43 President(s) or designee of the request.
44

45 **Section 4.3.2. Public Records Act Exemption for Survivors of Domestic Violence.**

46 The District agrees to provide information annually to all employees about their rights under RCW
47 42.56.250, specifically relating to employees or their dependents who may be survivors of domestic
48 violence, sexual assault, harassment, or stalking.



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Section 4.4.

The Association will promptly be notified by the District of any grievances or disciplinary actions of any employee. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of the grievance and to make known the Association's views concerning the case.

Section 4.5. Use of District Facilities.

The Association of Oak Harbor shall be considered Priority Group 1 and shall have all rights to request and reserve District facilities as provided to such parties consistent with State law and District policy and procedure on the use of District facilities.

Section 4.6. Privileged Communication.

It is the fiduciary duty of the Association to act on behalf of the members it represents pertaining to privileged communication regarding employment relations with the District. This includes all personnel matters, grievances, labor disputes, wages, rates of pay, hours of employment, all working conditions and collective bargaining. The District will follow all applicable laws relating to privileged communication. Employee, member, and the Association’s communications regarding privileged communications protected by this Section should not utilize District communications systems or District property. Communications utilizing such systems or property may result in the waiver of this privilege and be subject to disclosure or release in whole or in part.

ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1.

The Association will designate a conference committee of three (3) members who will meet with the Superintendent or designee on a mutually agreeable basis to discuss the administration of this Agreement. The District should be notified in writing of the names of the conference committee members, or any changes that occur in the conference committee membership.

Section 5.1.1.

The Chapter President(s) or designee will be involved in the development of the District’s annual school calendar consistent with the CBA between the District and the Oak Harbor Education Association. The Chapter President(s) or designee will be included in e-mails and/or meetings regarding the development or establishment of the school calendar.

Section 5.2.

The District will provide space to conduct such meetings.

Section 5.3.

The Association representatives will represent the Association and employees in the bargaining unit in meetings with officials of the District to discuss the application and terms of this Agreement. They may receive and investigate complaints or grievances of employees, and also advise bargaining unit employees of the rights and procedures as outlined in this Agreement.



1 **Section 5.4.**

2 Visitation rights will be granted to designated representatives of the Association to visit with employees in
3 the bargaining unit for purposes of grievance procedure and/or general information, as long as it does not
4 interfere with the normal flow of work. The visiting representative will notify the District of arrival.

5
6 **Section 5.5. Association Leave.**

7 The District will grant a total of fifteen (15) paid leaves to the Association for meetings, conferences,
8 negotiations or Association business. Each leave will be equal to one (1) regular work shift of the affected
9 employee. The Association agrees to reimburse the District for the cost of substitutes required for such
10 release time. Additional association leave may be granted by the Superintendent or designee. Requests for
11 association leave will be submitted in writing to the employee’s supervisor at least one (1) business day
12 before the leave is to take effect. The reason for the leave is to be clearly stated. No more than two (2)
13 employees per single classification or four (4) employees district-wide may utilize such leave on any given
14 day.

15
16 Whenever association representatives, grievants, or witnesses are mutually scheduled with the
17 Administration’s representatives to participate in grievance hearings during work hours, said employees
18 shall suffer no loss of pay. The District and the Association will endeavor to schedule all grievance
19 hearings during the employee's regular workday. Should grievance hearings with the District occur outside
20 the employee’s regular workday, such time shall be paid by the District. Only the grievants, and not the
21 representatives and/or witnesses, will be paid for attending the grievance meeting if the grievance hearing
22 occurs outside the employee’s regular workday.

23
24 **Section 5.5.1.**

25 Any bargaining unit member who holds a state elected position in the Association shall be permitted
26 to utilize intermittent release time when such time is paid in full by the Association. Members who
27 represent the Association at the State level shall notify the District, no less than one (1) week prior
28 to the day of the requested release time, by email. Should the employee provide notice at least one
29 (1) week prior to the requested leave, the leave request will not be denied. Release time for
30 Association members requested by PSE of Washington/SEIU Local 1948 may be granted to the
31 employee. The cost of the employee’s salary and benefits for the duration of the employee’s release
32 time will be borne by PSE of Washington.

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36 **ARTICLE VI**

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38 **HOURS OF WORK AND OVERTIME**

39
40 **Section 6.1.**

41 Each employee will be assigned to a definite shift with designated times of beginning and ending.
42 However, the three (3) shifts described in this Section do not apply to bus drivers (refer to Article XVIII
43 Transportation). The first shift is defined as any work shift beginning between 5:00 a.m. and 1:29 p.m. The
44 second shift is defined as any work shift beginning between 1:30 p.m. and 5:59 p.m. The third shift is
45 defined as any work shift beginning between 6:00 p.m. and 4:59 a.m.



1 **Section 6.2.**

2 The first shift will consist of eight and one-half (8½) hours, for eight (8) hours compensation, including an
3 unpaid thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and
4 also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of
5 which rest periods will occur as near the middle of each half shift as is practicable.
6

7 **Section 6.2.1.**

8 The second shift will consist of eight (8) hours, for eight (8) hours compensation, including a paid
9 thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and
10 also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both
11 of which rest periods will occur as near the middle of each half shift as is practicable.
12

13 **Section 6.3.**

14 In the event an employee is assigned to a shift less than the normal work shift previously defined in this
15 Article, the employee will be given a fifteen (15) minute rest period for each four (4) hours of work.
16 Employees working six (6) hours or more per day will receive breaks as defined in Section 6.2. The
17 maximum of two (2) fifteen (15) minute breaks will be allowed for each shift. Employees working more
18 than four (4) hours on such shift, will be granted an uninterrupted lunch period of thirty (30) minutes.
19

20 **Section 6.4.**

21 The normal workweek will consist of five (5) consecutive days, Monday through Friday, followed by two
22 (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee
23 to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest;
24 except as provided in Section 6.11.
25

26 **Section 6.4.1.**

27 The District will provide to all less than twelve (12) month staff the number and dates of expected
28 workdays and hours per day by September 1st. The District reserves the right to assign additional
29 hours or days when unanticipated needs arise.
30

31 **Section 6.4.2.**

32 The District will provide, no later than October 1st, a copy to each classified employee of a salary
33 calculation which contains the number of hours the employee will be working for the school year,
34 the rate of pay, hours of vacation time available, list of holiday hours, pay level and step, and
35 expected gross income for each month. If unanticipated workload problems arise, the District may
36 delay the Classified Salary Calculation Sheet to November 1st.
37

38 **Section 6.5.**

39 Each employee will be assigned to a definite and regular shift and workweek which can be changed by five
40 (5) working days' notice to the employee by the District except this notice may be waived by the employee.
41 Emergencies, as determined by the District, will be an exception to this procedure. Twelve (12) month
42 employees will be exempt from Section 6.5. Shift changes for twelve (12) month employees will fall under
43 Section 6.5.1.
44

45 **Section 6.5.1. Twelve (12) Month Employees Shift Changes.**

46 Changes to the start of an employee's long-standing shift (a shift held by the employee for four [4]
47 or more weeks) of more than fifty (50) minutes will be subject to bargaining between the
48 Association and the District. Emergencies, as determined by the District, will be an exception to this



1 procedure. Temporary changes of not more than fifteen (15) working days can be changed by five
2 (5) working days' notice to the employee by the District, except this notice may be waived by the
3 employee. Changes in shift starting times caused solely by summer break may be implemented
4 notwithstanding this Section. Such changes shall ordinarily occur in consultation with the affected
5 employee. An employee's school year shift shall be deemed the employee's regular shift schedule.
6

7 **Section 6.6. Missed Break and Lunch Periods.**

8 Employees required to work through their regular lunch periods will be given time to eat at a time agreed
9 upon by the employee and supervisor. In the event the District requires an employee to forego a lunch
10 period and the employee works the entire shift, including the lunch period, the employee will be
11 compensated for the foregone lunch period at overtime rates. All employees who are deprived of breaks
12 due to emergency work situations will be compensated for all the break time that was missed. Employees
13 must inform their supervising administrator as soon as possible after a missed break or lunch period.
14

15 **Section 6.7. Break and Lunch Periods for Grounds and Maintenance Employees.**

16 Employees will remain at the worksite during their fifteen (15) minute breaks. Employees may travel back
17 to the maintenance/grounds shop to take their lunch break in the lunchroom. The thirty (30) minute unpaid
18 lunch period will begin when the employees arrive at the shop and after a reasonable amount of clean-up
19 time is provided, not when the employee leaves the worksite.
20

21 **Section 6.8.**

22 Employees requested to work an assignment regularly filled by a higher paid position will receive
23 compensation for the work performed in the higher paid position at the step level of the employee who is
24 requested to make the change. The adjusted compensation will commence beginning with the second
25 consecutive full day of the assignment and will be retroactive to and including the first day. In the event
26 that the assignment terminates before the commencement of the second consecutive day, the rate of pay
27 will remain at the lower position and step level of the employee who was requested to make the change. In
28 the event the step level in that assignment pays less than the employee's current rate, their rate will not
29 change during the time the work is performed.
30

31 **Section 6.8.1.**

32 Employees who work in a higher paid position for three (3) accumulative days (measured as not
33 less than half (½) day increments) during any one (1) year will receive the higher compensation
34 retroactive to and including the first day of such work.
35

36 **Section 6.9. Inclement Weather or Other Closure.**

37 In the event of an unusual school closure due to inclement weather or plant inoperation, or other reasons,
38 the District will notify employees via website and group email with regard to school operations. Employees
39 who could not be notified and who report to work will receive a minimum of two (2) hours pay at the base
40 rate in the event of such a closure; provided, however, no employee will be entitled to such compensation
41 in the event of actual or constructive notification by the District of the closure prior to leaving home for
42 work. Employees will, in the event of inclement weather or other known possibility of school closure,
43 listen to local radio stations and/or call 360-279-5060 in an effort to determine whether or not school will
44 be held.
45

- 46 A. Twelve (12) month employees are expected to work as scheduled. The following options will be
47 made available to affected employees not required to work during suspended operation/road
48 restrictions:

- 1 1. Vacation, personal leave, emergency leave;
- 2 2. Leave without pay; or
- 3 3. Reasonable opportunity to make up work time lost as a result of suspended operation/road
- 4 restrictions.

5
6 B. School year employees are expected to work when schools are operating. The following options
7 will be made available to affected employees not required to work during suspended
8 operation/road restrictions:

- 9 1. Personal leave, emergency leave;
- 10 2. Leave without pay; or
- 11 3. Reasonable opportunity to make up work time lost as a result of suspended operation/road
- 12 restrictions.

13
14 **Section 6.10. Callback Procedures.**

15 Employees called back for unscheduled work after a regular workday or called on the sixth (6th) or seventh
16 (7th) consecutive workday, will receive no less than two (2) hours pay at the appropriate rate.

17
18 **Section 6.11. Overtime.**

19 Overtime assignments will be distributed in accordance with the seniority provisions, except in emergency
20 situations as determined by the District. In the assignment of overtime, the District agrees to provide the
21 employee with as much advance notice as practicable in the circumstances. Normally, employees
22 designated to work overtime on days outside their regular workweek will be advised of the possibility no
23 later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.
24 Employees are entitled to be paid for all overtime worked. Supervisor approval is required prior to overtime
25 work. Approval sought after overtime is worked shall not be unreasonably denied, with consideration given
26 to the nature of the work or assignment, the condition(s) precipitating the need to work overtime, and the
27 ability of the employee to seek pre-approval.

28
29 **Section 6.11.1.**

30 All hours in excess of forty (40) compensated hours per week will be compensated at the rate of one
31 and one-half (1½) times the employee's base pay.

32
33 **Section 6.11.2.**

34 All hours worked on the sixth (6th) consecutive day will be compensated at the rate of one and one-
35 half (1½) times the employee's base pay. All hours worked on the sixth (6th) consecutive day in
36 excess of eight (8) hours will be compensated at a rate twice the employee's base pay.

37
38 **Section 6.11.3.**

39 All hours worked on the seventh (7th) consecutive day will be compensated at the rate of twice the
40 employee's base pay.

41
42 **Section 6.11.4.**

43 Bus drivers and security personnel will be exempt from the provisions of Sections 6.11.2 and 6.11.3
44 herein. Overtime compensation for bus drivers and security personnel will be governed in
45 accordance with Section 6.11.1.

1 **Section 6.11.5.**

2 In the event that a paid but unworked holiday fall during the employee's assigned week, with the
3 exemption of bus drivers, such paid holiday will be included in any determination of eligibility for
4 overtime, or calculation of overtime benefits. Said holiday will not be included in any determination
5 of eligibility for overtime or calculation of overtime benefits for bus drivers.
6

7 **Section 6.11.6.**

8 In the event the District has occasional/additional work available to members of the bargaining unit,
9 the District, in its sole discretion, will offer such work to members of the bargaining unit first before
10 substitutes or non-Association units. A sign-up list will be made available to members of the
11 bargaining unit. The parties agree that the District's decision to either offer, or to not offer,
12 occasional/additional work to members of the bargaining unit will not be subject to the grievance
13 procedures. The District will post occasional/additional work according to the duties actually
14 performed and will include the relevant job description in the posting.
15

16 **Section 6.12. 4-Day Workweek.**

17 While the students are away from school during the summer, employee workweeks and shifts may be at a
18 reduced number of days per week, with the employee's daily hours increased accordingly (e.g., four [4]
19 consecutive days at ten [10] hours per day instead of five [5] days at eight [8] hours per day). Rest periods
20 will be increased in proportion to the employee's increased daily hours and will be scheduled consistent
21 with Sections 6.1, 6.2, and 6.3. For full-time employees who work a shift of ten and one-half (10½) hours a
22 day, including a thirty (30) minute uninterrupted lunch period, such lunch period will be scheduled as near
23 the middle of the shift as is practicable, and employees will be allowed a twenty (20) minute first half and a
24 twenty (20) minute second half rest period, both of which rest periods will occur as near the middle of each
25 half shift as is practicable. EXCEPTION: Unless otherwise agreed to by employee(s) and the employees'
26 supervisor.
27

28 **Section 6.12.1.**

29 All hours worked on the fifth (5th) consecutive day by employees (as referenced in Section 6.12)
30 will be compensated at the rate of one and one-half (1½) times the employee's base pay. All hours
31 worked on the fifth (5th) consecutive day in excess of eight (8) hours and in excess of forty (40)
32 hours will be compensated at a rate twice the employee's base pay.
33

34 **Section 6.12.2.**

35 All hours worked on the sixth (6th) and seventh (7th) consecutive days by employees (as referenced
36 in Section 6.12.) will be compensated at the rate of twice the employee's base pay.
37

38 **Section 6.13. Additional Days in Calendar.**

39 If in any given year there are more than two hundred sixty (260) potential workdays in the calendar for full-
40 time employees, impacted two hundred sixty (260) day employees will schedule with their supervisor a
41 mutually agreeable day or days for the employee to take off without pay during the work year, in order to
42 bring the employee's work year calendar to two hundred sixty (260) days.
43

44 **Section 6.14. Extended Day Rate.**

45 For employees required to be present for scheduled work-related duties commencing more than thirty (30)
46 minutes after their regularly scheduled hours on a regular workday shall receive no less than two (2) hours
47 pay at the appropriate rate.
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**ARTICLE VII
HOLIDAYS AND VACATIONS**

Section 7.1.

Employees will receive the following paid holidays that fall within their work year:

- | | |
|---|------------------------------------|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before or after Christmas* |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day (July 4 th) | 13. New Year's Eve Day |
| 7. Labor Day | |

Holiday 11 only applies to full-time employees. Holiday 7 does not apply to school year (180 day) employees but does apply to one hundred ninety-five (195) day or more employees. School year employees will receive pay for an additional one-half (½) holiday. Holiday 5 will only apply to employees if it falls into their work calendar, such as due to a bad weather make up day.

*As determined by the Assistant Superintendent of Human Resources and Operations in consultation with the Chapter President(s) or designee.

Section 7.1.1. Unworked Holidays.

Eligible employees will receive pay equal to their normal work shift (up to eight (8) hours) at their base rate in effect at the time the holiday occurs. Employees who have worked or been on paid status their last scheduled shift preceding, and the first scheduled shift succeeding, the holiday will receive holiday pay. Employees on the four (4) day, ten (10) hour day workweek when a holiday occurs will work thirty-two (32) hours in the three (3) workdays left in the week in a mutually agreeable arrangement.

Section 7.1.2. Worked Holidays.

Employees who are required to work on the above-described holidays will receive pay due them for the holiday, plus their base rate for all hours worked on such holidays.

Section 7.1.3. Holidays During Vacation.

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

Section 7.2. Vacations.

All employees subject to this Agreement will be credited with hours of vacation credit, based on regular hours worked from September 1st to August 31st. Such vacation credit will be earned, vested, and used as designated in this Article.

Section 7.2.1.

Employees of the bargaining unit will receive the following paid vacation:



C. Less than full-time employees (employees regularly scheduled to work less than twelve (12) months per year):

<u>Years of Service</u>	<u>Vacation Credit Computation*</u>
1-3	1 hour for each 24.0 regularly scheduled hours
4-6	1 hour for each 21.8 regularly scheduled hours
7-9	1 hour for each 17.1 regularly scheduled hours

<u>Years of Service</u>	<u>Vacation Credit Computation*</u>
10	1 hour for each 16.0 regularly scheduled hours
11	1 hour for each 15.0 regularly scheduled hours
12	1 hour for each 14.1 regularly scheduled hours
13	1 hour for each 13.3 regularly scheduled hours
14	1 hour for each 12.6 regularly scheduled hours
15+	1 hour for each 12.0 regularly scheduled hours

D. Full-time employees (employees regularly scheduled to work twelve [12] months per year):

<u>Years of Service with the District</u>	<u>Vacation Days Annually</u>	<u>Monthly</u>
1-3 years	12 days/year	1.000
4-6 years	16 days/year	1.333
7-9 years	18 days/year	1.500
10 years	19 days/year	1.583
11 years	20 days/year	1.667
12 years	21 days/year	1.750
13 years	22 days/year	1.833
14 years	23 days/year	1.912
15 years	24 days/year	2.000
16+ years	25 days/year	2.083

Employees will receive vacation credit at the beginning of their year of service (i.e., you receive sixteen [16] vacation days at the beginning of your fourth [4th] year).

Section 7.2.2.

Less than full-time employees will not be allowed to utilize earned vacation days. Instead, these days will be converted to the employee's regular daily rate of pay and added to each affected employee's monthly paycheck.

Full-time employees become eligible to use vacation credit as paid release time. Requested vacation time by full-time employees will be honored if the requested days do not disrupt the normal operation of the District, as determined by the District. Full-time employees will utilize all earned vacation days by August 31st; provided that employees may elect to carry over up to twenty (20) days of vacation from one year to the next. Such carryover will be for a maximum of one (1) year. In addition, employees may cash out up to two (2) days of unused vacation at the end of the year. Notwithstanding the foregoing, if the District denies an employee's use of earned vacation days,



1 they may be carried over. Additionally, the District will consider, on a case-by-case basis, the
2 carryover of additional vacation days from one year to the next. Upon separation from service by
3 reasons of resignation, layoff, dismissal, retirement or death, employees are entitled to a lump sum
4 payment of unused vacation; but may not receive cash out under any circumstances of more than
5 one hundred sixty (160) hours of vacation.
6

7 **Section 7.2.3.**

8 Time on layoff (to a maximum of two (2) years) and time on authorized leave of absence will be
9 counted as continuous service for the purpose of retaining vacation eligibility dates.
10
11

12 **ARTICLE VIII**

13 **LEAVES**

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15
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17 **Section 8.1. Illness, Injury, and Emergency Leave.**

18 Illness, injury, and emergency leave will be granted to each employee at the rate of one (1) day per calendar
19 month worked, minimum of ten (10) days for employees whose jobs extend throughout the one hundred
20 eighty (180) day school year, to be accumulated up to the legal maximum. The District will project the
21 number of annual days of illness, injury, and emergency leave at the beginning of the school year according
22 to the estimated calendar months the employee is to work during the year. The employee will be entitled to
23 the projected number of days' illness, injury, and emergency leave at the beginning of the school year.
24 However, if the employee's employment with the District terminates, and the employee has used more
25 illness, injury, and emergency leave than the employee has earned at the time of termination, the District
26 will be entitled to payment from the employee in an amount equal to the unearned illness, injury, and
27 emergency leave used by the employee. Illness, injury, and emergency leave will be expended and
28 recorded on an hourly basis for purposes of accounting. For all leaves authorized under this Article,
29 excluding Section 8.3, employees shall make a reasonable effort to provide advance notice for any leave
30 requests to assist the District with identifying suitable substitute coverage. For leave due to a planned or
31 advanced scheduled absence, employees shall notify the District not later than three (3) working days
32 before the leave or, if fewer than three (3) days remain, immediately once known. Three (3) working days'
33 notice will not be required if the employee taking leave does not need a substitute.
34

35 **Section 8.1.1. Sick Leave Cash Out.**

36 Employees may cash out unused sick leave per the leave and attendance provisions of RCW
37 28A.400.210 and related Washington Administrative Code provisions.
38

39 **Section 8.1.2. Emergency Leave.**

40 Emergency leave is provided to cover absences from work to deal with situations which are
41 suddenly precipitated and for which pre-planning cannot relieve the necessity of the absence. Such
42 situations must be of major importance and not be a mere convenience.
43

44 **Section 8.1.3. Leave Sharing.**

45 Employees may donate annual or sick leave to a fellow employee who is suffering from or has a
46 relative or household member suffering from an extraordinary or severe illness, injury, impairment,
47
48

1 or physical or mental condition which is likely to cause the employee to take leave without pay or
2 terminate employment. Any such donation of annual or sick leave will be subject to the terms and
3 limitations of law.
4

5 **Section 8.1.4. Sick Leave Usage.**

6 Illnesses of immediate family members qualify as appropriate use of sick leave in accordance with
7 RCW 49.12.270, RCW 49.46.210, and WAC 296-130-030. Sick leave may be used for the
8 following:

- 9 A. Mental/physical illnesses, injury or health condition of the employee or a family member.
 - 10 B. Preventative care appointments for the employee or a family member.
 - 11 C. The care of a child of the employee with a health condition that requires treatment or
12 supervision, the care of a member of the employee's immediate family (as defined by the
13 Family Medical Leave Act [FMLA] or RCW 49.46.210) who has a serious health condition
14 or an emergency condition.
 - 15 D. Absences that qualify for leave under the Washington State Domestic Violence Leave Act.
- 16

17 **Section 8.1.5. FMLA.**

18 The District agrees to implement FMLA for eligible employees per School Board Policy. Leave
19 provided under FMLA shall be coordinated with any other Board of Directors approved leave of
20 absence.
21

22 **Section 8.1.6. Washington Paid Family Medical Leave (PFML).**

23 Employees shall be eligible to receive PFML under the Washington State Family and Medical
24 Leave and Insurance Act. To be eligible for PFML, employees must have worked a minimum of
25 eight hundred twenty (820) hours within the past calendar year. Such leave shall run concurrently
26 with FMLA leave pursuant to State law. The employee may choose whether to use sick leave or
27 other paid leave first instead of PFML, or access PFML first. The District will maintain health
28 insurance benefits during periods of approved PFML.
29

30 Effective upon ratification of this Agreement, the District shall remit to the State of Washington on
31 behalf of each bargaining unit employee, the cost of the District's portion of the premium collected
32 by the State of Washington for participation in the Washington State PFML Plan.
33

34 **Section 8.2. Bereavement Leave.**

35 Employees will use discretion in accessing bereavement leave. Bereavement leave cannot be accumulated
36 and will not be taken from sick leave. The District will allow employees up to five (5) days per occurrence
37 of paid bereavement leave in the event of death of members of the household, spouse, state registered
38 domestic partners, siblings, parents, children (or anyone having the position of child, parent, or sibling who
39 at one time resided in the same household), grandparents, grandchildren, foster children, mother or father-
40 in-law, and son or daughter-in-law. In the event of a delayed interment or ceremony, employees may elect
41 to utilize five (5) days of bereavement leave non-consecutively, not to exceed two (2) separate instances, to
42 cover all events related to the bereavement process up to one (1) calendar year after the occurrence.
43

44 The District will allow up to three (3) days per occurrence of paid bereavement leave up to a total of six (6)
45 days per year for any other family member who is not included in the five (5) day provision, or to attend
46 the funeral of a close personal friend. Under extenuating circumstances up to five (5) days per occurrence
47
48



1 of additional leave may be taken from emergency leave. Additional time may be granted at the discretion of
2 the Superintendent or designee. Requests for additional time will be made by the employee in writing and
3 must be reviewed by the Superintendent or designee.
4

5 **Section 8.3. Personal Leave.**

6 Three (3) days personal leave, with pay, will be granted each year. Employees may carry over up to two (2)
7 personal leave days not to exceed a total of five (5) personal leave days in any one (1) year. Application for
8 personal leave will be processed forty-eight (48) hours in advance (unless personal leave is being utilized in
9 conjunction with either bereavement, maternity or paternity leave) using the Classified Attendance Leave
10 Request Form. Personal leave may not be used during the first and last two (2) workdays of the student
11 school year. Personal leave used in the year earned will be charged at the current number of hours per day.
12 Personal leave carried forward will be at the number of hours per day during the year earned.
13

14 On any given day, the District may exercise the option to limit personal leave to five percent (5%) of the
15 represented employee workforce, except for the months of April, May and June, when the District may
16 limit personal leave to no more than two (2) employees per work site. Any worksite with forty (40) or more
17 Association employees may allow up to four (4) employees the same personal days provided that adequate
18 substitutes are available. Less than twelve (12) month employees may take no more than one (1) personal
19 leave day connected to Winter and Spring breaks.
20

21 **Section 8.3.1. Personal Leave Cash-Out.**

22 In June of each year and no later than July 31st of each year, employees may cash out a maximum of
23 two (2) of their unused personal leave days. The rate of compensation shall be at the employee's
24 regular rate of pay. The cash out request must be in writing on the appropriate form, to be provided
25 via email by the District no later than May 15th, signed by the employee, and submitted to the
26 payroll office. Cash out will be paid no later than the August payroll.
27

28 **Section 8.4. Parental Leave.**

29 An employee, upon request, will be granted leave for birth or adoption of their child. Such leave will be
30 deducted from Illness, Injury, Emergency or personal leave; or the employee may request an unpaid leave
31 of absence; and/or apply for PFML. The employee will utilize the leave of absence procedures.
32

33 **Section 8.4.1. Maternity/Paternity Leave.**

34 A. Specifically for maternity leave:

- 35 1. Temporary disability leave will be granted for pregnancy.
- 36 2. The employee may continue to work until, in the judgment of the employee's medical
37 provider, her work or her health are in any way impaired by her condition.
- 38 3. Illness, Injury and Emergency leave will be granted, if the employee is eligible for such, for
39 the time the employee's medical provider certifies that the employee is unable to perform her
40 normal duties because of her health or disability.

41 B. An employee requesting maternity/paternity leave will give written notice to the District as far
42 in advance as possible and at least thirty (30) days prior to commencement of the leave.

43 C. The request for leave should include:

- 44 1. Anticipated date of birth.
- 45 2. Estimated date leave is to begin.
- 46 3. Estimated date of return from leave.

47 D. Employees may use maternity/paternity leave in conjunction with an unpaid leave of absence as
48 provided in Section 8.7.1.

1
2 **Section 8.5. Judicial Leave.**

3 In the event an employee is summoned to serve as a juror or appear as a witness in court in an action to
4 which the employee is not a party, or is named as a codefendant with the District, such employee will
5 receive a normal day's pay for each day of required presence in court. In the event that an employee is a
6 party in a court action, such employee may request a leave of absence.
7

8 **Section 8.6. Military Leave.**

9 Employees that are members of Reserve Forces, as specified in RCW 38.40.060, will be granted paid leave
10 not to exceed twenty-one (21) days each calendar year. Military leave is in addition to vacation and/or sick
11 leave.
12

13 **Section 8.7. Leave of Absence.**

14
15 **Section 8.7.1.**

16 Upon recommendation of the immediate supervisor through administrative channels to the
17 Superintendent or designee, an employee may be granted additional leave of absence not otherwise
18 granted in this Agreement or by State and Federal laws, for a period to be determined on a case-by-
19 case basis, not to exceed one (1) year; provided, however, if such leave is granted due to extended
20 illness, one (1) additional year may be granted.
21

22 **Section 8.7.1.1. Short-Term Leave of Absence.**

23 Upon approval of the Superintendent or designee, an employee may be granted short-term
24 leave without pay for up to ten (10) days. Conditions to be met for this approval may be
25 established by the Superintendent or designee.
26

27 **Section 8.7.2. Return From Leave of Absence.**

28 An employee returning from an approved leave of absence will be assigned to the position occupied
29 before the leave of absence. In the event the position does not exist in the District, the employee
30 will be assigned to a position substantially comparable to the position held before the leave of
31 absence. This provision will not supersede the seniority, Reduction In Force (RIF), and related
32 notification provisions of Article 9.
33

34 **Section 8.7.3.**

35 The employee will retain accrued illness, injury, and emergency leave, vested vacation rights, and
36 seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority will
37 not accrue while the employee is on leave of absence.
38

39 **Section 8.7.4.**

40 Employees returning from an unpaid leave of absence will notify the District of their expected date
41 of return no later than two (2) calendar weeks prior to the end of the leave. An employee granted a
42 leave of absence for the duration of a school year or longer will submit a letter stating their intention
43 to return to the District no later than May 1st of the preceding school year.
44

45 **Section 8.8. Leave Replacement Criteria.**

46 If the District has advance notice that a leave will exceed thirty (30) days, the temporarily vacated position
47 will be posted, as soon as practicable, for a period of three (3) working days after the District is notified
48 that an employee's leave of absence will exceed thirty (30) days. The selected temporary employee will

1 begin the leave replacement assignment as close to the first day of the leave as practicable. At the end of
2 the assignment of the temporarily vacated position the leave replacement employee will normally return to
3 the employee's previous assignment, regardless of the actual duration of the leave. However, if the
4 temporary assignment goes beyond the original end date, the District may choose to return the leave
5 replacement employee to the previous assignment at that time. This provision may only be utilized by one
6 (1) employee per leave request. This opening created by the filling of the temporarily vacated position will
7 be filled by a substitute employee.

8
9 **Section 8.9.**

10 The District will grant leave to an employee who has been elected to governmental office. Such leave will
11 be for a minimum of forty-five (45) consecutive days and a maximum of the elected term of office. The
12 employee will retain seniority while on leave and upon return, will be placed in the same or similar position
13 for leaves of more than one (1) year. This leave may be extended or modified at the discretion of the
14 Superintendent or designee.

15
16 **Section 8.10. Health Care Professional's Verification.**

17 An employee may be required to provide a licensed healthcare provider's certification or similar
18 verification that an employee's use of paid sick leave is for an authorized purpose on the fifth (5th)
19 consecutive day of absence. An employee absent from work on an extended absence for illness or injury
20 will also present a licensed healthcare provider's written certification of fitness to return to work.
21 Notwithstanding the foregoing, the District may investigate patterns of irregular, excessive, or unusual
22 absences. For example, an employee taking sick leave after personal leave or vacation leave was denied, or to
23 extend a scheduled leave of absence.

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26
27 **ARTICLE IX**

28
29 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

30
31 **Section 9.1.**

32 The seniority of an employee within the general job classification will be established as of the date on
33 which the employee began continuous daily permanent employment (hire date) unless such seniority will
34 be lost as hereinafter provided.

35
36 **Section 9.1.1.**

37 In the event that more than one (1) employee in the same job classification has the same hire date,
38 seniority will be determined on the basis of application date. In the event that more than one (1)
39 employee in the same job classification has the same hire date and the same application date, the
40 employee with the most hours worked as a substitute or as a temporary employee will be senior.
41 Seniority conflicts resolved by other methods prior to the date of this contract will not be altered by
42 this contract.

43
44 **Section 9.2. Probationary Status.**

45 Each employee who is new to the District will remain in a probationary status for not more than sixty (60)
46 working days following the hire date. The District will make a good faith effort to notify the employee of
47 work expectations and to address any performance concerns with the employee as they arise, so that the
48 employee can make any necessary improvements prior to the expiration of the probationary period.

1 Employees in probationary status will be subject to all rights and privileges of the Agreement, except
2 Article XIV, Grievance Procedure. During this probationary period, the District may discharge such
3 employee at its discretion.
4

5 **Section 9.3.**

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

- 7 A. Resignation.
 - 8 B. Discharge for justifiable cause.
 - 9 C. Retirement.
 - 10 D. Change in job classification within the bargaining unit, as hereinafter provided.
 - 11 E. Layoff for more than two (2) years.
- 12

13 **Section 9.4.**

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

- 15 A. Time lost by reasons of industrial accident, industrial illness, or judicial leave.
 - 16 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
17 United States.
 - 18 C. Time spent on other authorized leaves.
 - 19 D. Time spent as an unassigned employee.
- 20

21 **Section 9.5.**

22 Seniority rights will be effective within the general job classification if the ability and qualifications are
23 equal as determined by the District, as provided in Section 9.6 herein. General job classifications are as set
24 forth in Article I, Section 1.3.
25

26 **Section 9.6.**

27 The employee with the earliest hire date will have absolute preferential rights regarding shift selection,
28 vacation, and overtime. The employee with the earliest hire date will have preferential rights regarding
29 promotions, assignment to new or open jobs or positions, within job classifications, and layoff when ability
30 and performance are substantially equal to junior employees or outside candidates. If the District
31 determines that seniority rights should not govern because a junior employee or an outside candidate
32 possesses ability and performance substantially greater than a senior employee or senior employees, the
33 District will set forth in writing to the employee or the employees and the Association's grievance
34 committee chairperson, its reasons why the senior employee or employees have been bypassed.
35

36 **Section 9.6.1.**

37 Increases of two (2) hours or more to job assignments will be considered new positions and will be
38 posted in accordance with the terms of this Agreement. The District will not use this provision for
39 the purpose of evading posting requirements. For paraeducators, increases of less than two (2) hours
40 will be assigned based upon the following considerations: the needs of the student(s) being served,
41 current or previous work with a particular student, the needs of the program, skills, training and
42 experience of the staff members, scheduling factors, and the ability to provide continuity of support.
43 When two (2) or more paraeducators are substantially equal with regard to the above-listed factors,
44 the time will be awarded on the basis of seniority.
45

46 **Section 9.6.2. Trial Period.**

47 The District and the Association have a mutual interest in supporting professional growth for all
48 employees. Creating a system that supports opportunities for job changes is one way to support

1 professional growth. Given this mutual interest, each current regular employee who transfers to a
2 new position outside the employee's current classification shall remain in a performance trial status
3 for a period, not to exceed thirty (30) workdays following the transfer. The supervisor shall
4 conference with the employee to discuss and review the position and performance, taking into
5 consideration the employee's concerns. During this performance trial, if the employee job
6 performance is not satisfactory, the District at its discretion may return the employee to the
7 employee's previous position. The employee may elect to return to the previously held position
8 within ten (10) working days after assuming the new position. The District may, but is not required
9 to, staff the employee's previous position with a substitute during the probationary period. This
10 substitute assignment is not subject to the limitations in Section 9.8.

11
12 **Section 9.6.3.**

13 In the event the District elects to interview an applicant for any position represented by the
14 bargaining unit, the District will offer the Association the ability to have one (1) bargaining unit
15 member, within the same classification as defined in Section 1.3, on the interview panel. All
16 interview materials will be shared with the bargaining unit member before the interview. The
17 bargaining unit member on the interview panel will be selected by the hiring administrator who will
18 consider the selectee's seniority, experience, and knowledge relevant to the position being hired for.

19
20 **Section 9.7.**

21 Employees who change job classification within the bargaining unit will retain their hire dates in the
22 previous classifications for a period of one (1) year, notwithstanding that they have acquired a new hire
23 date and a new classification.

24
25 **Section 9.8.**

26 The District will post positions within the bargaining unit for five (5) school district business days as soon
27 as is possible after the District is apprised of the opening, except for emergencies. This procedure does not
28 apply to new or open Transportation routes, the posting of which are governed by Section 18.10. Positions
29 that are specific to a particular district program (e.g., EBD, Preschool, Life Skills) or that are assigned to
30 work with a particular student need not be posted if they change locations with no change in hours, pay or
31 shift times. Postings will not be labeled "District Assigned." The Chapter President(s) or designee will
32 receive copies of all open positions that occur during the summer. When a substitute or substitutes have
33 been assigned to an open position for more than twenty (20) workdays, the vacant position will be posted
34 and filled within an additional twenty (20) workdays unless the District determines that no internal
35 applicants are qualified and reposts the position.

36
37 **Section 9.9.**

38 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the
39 District according to layoff ranking by job classification. Such employees will be considered for an opening
40 in the classification held immediately prior to layoff consistent with Section 9.6. Names will remain on the
41 re-employment list for two (2) years.

42
43 **Section 9.10.**

44 Employees on layoff status will file their addresses in writing with the HR office and will thereafter
45 promptly advise the District in writing of any change of address.

1 **Section 9.11.**

2 An employee will forfeit rights to re-employment as provided in Section 9.9 if the employee does not
3 comply with the requirements of Section 9.10, or if the employee does not respond to the offer of re-
4 employment within seven (7) days of receipt of offer.

5
6 **Section 9.12.**

7 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued
8 benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.
9

10
11
12 **ARTICLE X**

13
14 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

15 **Section 10.1.**

16 The District will have the right to discipline or discharge an employee for justifiable cause. The issue of
17 justifiable cause will be resolved in accordance with the grievance procedure hereinafter provided, if so
18 requested by the employee. At any meeting held between an employee and a supervisor which could result
19 in discipline, the employee will be provided union representation upon request. The employee shall have
20 the right to choose any Association representative or fellow Association member, as long as they are
21 reasonably available, are not a fact witness to the investigation, and such selection does not unnecessarily
22 delay the meeting. If the District has reasons to reprimand an employee, it will normally be done in a
23 manner which will not embarrass the employee before other employees or the public. Both the District and
24 the Association recognize that certain situations may require discipline or reprimand immediately, even
25 though others may be present. The District shall have the right to use progressive discipline with
26 employees. The usual steps in progressive discipline are as follows:
27

- 28 1. Verbal warning (with written documentation).
- 29 2. Written reprimand.
- 30 3. Suspension without pay or second written reprimand.
- 31 4. Termination.

32
33 Discipline will be appropriate to the conduct for which it is imposed and steps of discipline may be skipped
34 when the circumstances of the conduct indicate that a lesser form of discipline would not be an appropriate
35 response or sufficient to correct the behavior. When appropriate, the District may issue a letter of direction,
36 which is not disciplinary, to clarify expectations prior to moving to progressive discipline. When the
37 District’s concerns relate to performance rather than misconduct, the District may address the concerns
38 through a performance improvement plan and/or evaluation process instead of discipline. Nothing herein
39 prohibits the District from addressing issues through both evaluation and discipline when employee
40 conduct also impacts job performance.
41

42 **Section 10.1.1. Plan of Improvement (POI).**

43 The supervisor will describe job-related performance problems in writing to the employee,
44 providing examples and specific descriptions of sub-standard performance. If an employee is
45 demonstrating performance concerns that the supervisor anticipates could lead to termination if not
46 addressed, a POI may be developed. In addition to an explanation of the problem, the supervisor
47 will explain in writing:
48



- A. Performance expectations including what or how much is to be done, and the level of performance.
- B. The skill, knowledge and/or practices the employee must acquire and use.
- C. Who will monitor improvement.
- D. A reasonable timeline established in which to achieve the required change(s).
- E. The support that will be provided to help the employee acquire the skills.

The District may elect to use an informal POI before or after an evaluation of performance to help employees acquire skills needed. If it is determined necessary because progress is not being made, a formal POI may be developed to provide extra support to achieve the required changes. This formal POI will be retained in the employee's personnel file. Employees who fail to make the required improvements described through the process outlined above by the end of time period established in the plan, may be subject to termination or non-renewal of employment based on documented performance concerns.

Section 10.2. Notification to Non-Annual Employees.

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

Section 10.2.1.

Prior to the end of school in June of each year, the District will either issue letters of its intent to rehire non-annual employees or, if the District anticipates a RIF for the following September, letters of layoff to employees so affected.

Section 10.2.2.

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

Section 10.2.3.

Nothing contained in this Section will in any regard limit the operation of other Sections of this Article.

Section 10.3.

Except in extraordinary cases, the District will give employees two (2) weeks written notice of intention to discharge or layoff employees, and employees will give the District two (2) weeks written notice of intent to resign. Employees who do not give such notice will forfeit any accrued vacation pay.

ARTICLE XI

INSURANCE

Section 11.1. School Employees Benefits Board (SEBB) Insurance.

The District shall provide basic and optional health benefits through SEBB under the Rules and Regulations adopted by SEBB. This information is subject to change by the State and this Section will be construed consistently with SEBB rules, guidance, and State laws. Any disputes on SEBB eligibility shall



1 be addressed through the procedures set by SEBB Appeals Board and not through the grievance procedures
2 of this Agreement.

3
4 **Section 11.1.1. SEBB Program.**

5 The District will pay the full portion of the employer contribution required by the Health Care
6 Authority (HCA) as agreed upon in the statewide CBA for those employees who meet the eligibility
7 requirements. SEBB will implement the statewide CBA when establishing the employee rates
8 which will be paid to HCA through payroll deduction for the month in which the employee receives
9 benefits. Benefits presently provided by SEBB include, but are not necessarily limited to:

- 10
11 A. Basic Life and Accidental Death and Dismemberment (AD&D) insurance.
12 B. Basic Long-Term Disability.
13 C. Vision.
14 D. Dental.
15 E. Medical.

16
17 Employees are deemed eligible to participate in SEBB offered Medical Flexible Spending
18 Arrangement (FSA) and the Dependent Care Assistance Program (DCAP). Employees will also
19 have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible
20 Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to
21 utilize payroll deductions for any supplemental insurance they choose through SEBB (increased
22 AD&D, long-term disability, etc.).

23
24 **Section 11.1.2. Dependent Coverage.**

25 Legal spouses, state registered partners, children up to the age of twenty-six (26) (including
26 biological and adopted children, children of the employee's spouse or state registered domestic
27 partner, children for which a court order or divorce decree created a legal obligation to provide
28 support or health care coverage), and children of any age with a developmental or physical handicap
29 who are not capable of self-support, qualify as dependents covered within SEBB programs.

30
31 **Section 11.1.3. Eligibility.**

32 As further provided in WAC 182-31-040, an employee is eligible to contribute towards SEBB
33 benefits if they are anticipated to work at least six hundred thirty (630) hours per school year.
34 Employees who were not anticipated to work six hundred thirty (630) hours, but in fact work six
35 hundred thirty (630) hours became eligible once they reach six hundred thirty (630) hours. Paid
36 leave hours may count toward the six hundred thirty (630) hours used to determine eligibility for
37 benefits to the extent provided in SEBB/HCA rules.

38
39 **Section 11.1.4. Enrollment Start.**

40 Benefit coverage for new employees will begin the first day of the month following the first day of
41 work when it is anticipated that the employee will work six hundred thirty (630) hours, except
42 during the month of September when the employee's benefit coverage will begin in September if
43 the employee is expected to work six hundred thirty (630) hours or more during the school year and
44 that employee begins on or before the first day of school in September. See WAC 182-31-040 for
45 more rules regarding start of coverage and enrollment.

1 **Section 11.1.5. Continuity of Coverage.**

2 When a new employee to the District was previously employed by a SEBB employer and was
3 eligible for SEBB, that employee will have uninterrupted benefit coverage if they are anticipated to
4 work six hundred thirty (630) hours in a school year and meets eligibility criteria during the school
5 year. The employee will become eligible for SEBB benefits and will begin coverage in the month
6 following this establishment of eligibility. When a regularly contracted employee reaches or is
7 anticipated to reach six hundred thirty (630) hours in a school contract year, the employee will not
8 be denied insurance for the duration of the contract year, provided the employee remains employed
9 and eligible for coverage under SEBB rules.
10

11 **Section 11.1.6. Benefit Termination/End.**

12 An employee terminating employment is entitled to continuing SEBB benefit coverage for the
13 remainder of the calendar month in which they terminate. In cases where separation occurs after
14 completion of full contract obligation (i.e., the end of the student year in June) SEBB benefit
15 coverage continues until August 31st. The District will notify the Association of any exception to
16 this (see WAC 182-31-050). Upon request, the District will provide information to the Association
17 related to eligible and ineligible employees. With proof of insurance, an eligible employee may
18 decline coverage through SEBB and therefore have no payments or premiums deducted from their
19 paychecks for this purpose.
20

21 **Section 11.1.7. Legislative Changes/Conformity to the Law.**

22 If the Washington State Legislature or HCA changes SEBB provisions to allow for changes in
23 employer contributions toward elective benefits or changes in medical coverage either party can
24 reopen Section 11 for negotiation over the changes to the extent allowed by law. This Section will
25 be construed consistently with State laws and SEBB guidelines.
26

27 **Section 11.2.**

28 The District will provide tort liability coverage for all employees subject to this Agreement, provided such
29 employee, at the time of the act or omission complained of was acting in good faith within the scope of
30 their employment, or under the direction of the District, and was not guilty of gross negligence or
31 intentional tort in such act or failure to act.
32

33 **Section 11.3.**

34 The District will make required contributions for industrial insurance on behalf of all employees subject to
35 this Agreement. If an employee is covered by industrial insurance, the employee may have the option of
36 coordinating sick leave benefits and industrial insurance benefits. Such coordination will not result in a
37 higher level of compensation than the employee's regular salary.
38

39 **Section 11.4.**

40 In determining whether an employee subject to this Agreement is eligible for participation in the
41 Washington State Public Employees' Retirement System, the District will report all hours worked, whether
42 straight time or overtime.
43

44 **Section 11.5.**

45 All employees subject to this Agreement will be entitled to participate in a tax-sheltered annuity plan. On
46 receipt of a written authorization by an employee, the District will make the requisite withholding
47 adjustments and deductions from the employee's salary, subject to the District's administrative bookkeeping
48 capacity.

1
2 **Section 11.6.**

3 If the District convenes a labor/management committee to discuss health care options, the Association
4 will have the opportunity to be represented on the committee.
5
6
7

8 **ARTICLE XII**

9
10 **VOCATIONAL TRAINING**
11

12 **Section 12.1.**

13 The District will provide a training fund in the amount of seven thousand five hundred dollars (\$7,500)
14 yearly, for the purpose of providing in-service training programs that are designed to improve the job skills
15 and safety of the bargaining unit. In August of each year, the balance of this training fund will be rolled
16 over into the following year for a maximum of one (1) year, with the total balance not to exceed fifteen
17 thousand dollars (\$15,000). If an employee needs a substitute to access training, then this fund can also pay
18 for such substitute. The substitute will be covered first in this instance before funds are paid to cover any
19 other costs. If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel
20 expenses, maintenance expenses and materials required for such attendance. Unsuccessful completion of
21 classes or workshops will result in reimbursement to the District by said employee. The District shall not
22 utilize any monies in this fund for mandatory trainings. Such application must be approved by the
23 employee's supervisor, the Chapter President(s) or designee and final approval will be granted by the
24 Superintendent or designee.
25

26 **Section 12.1.1.**

27 Employees attending training courses or seminars requested by the District will suffer no loss of
28 regular salary, if the course requires them to attend on their regular school employment time, but no
29 salary payment will be made for any time the employee would not have regularly worked; however,
30 expenses incurred for transportation and/or training course fees and tuition will be paid by the
31 District. District approval will be based upon the value of the training to the District and
32 availability of funds. If the District requires attendance of the employee, regular salary rates will be
33 paid for attendance.
34

35 **Section 12.2.**

36 Such funds may be utilized for the following purposes:
37

38 **Section 12.2.1.**

39 Salary and reimbursement for employees subject to this Agreement to attend recognized vocational
40 courses within the State of Washington.
41

42 **Section 12.2.2.**

43 Expenses for materials to establish courses of study within the confines of the District which would
44 be of mutual benefit to the employee and the District.
45

46 **Section 12.2.3.**

47 Purchase of recognized vocational courses from District approved local, state or national institutes
48 which are of benefit to the District and employee subject to this Agreement.

1
2 **Section 12.2.4.**

3 Employees attending training courses required by the District (including First Aid,
4 Cardiopulmonary Resuscitation (CPR), other health related courses, safety meetings, department
5 meetings, maintenance and custodial workshops) will be compensated at their appropriate pay rate.
6 Fees, tuition, and mileage reimbursement (from employee’s work site to training site and return to
7 work site) for courses not held in a district facility will be paid by the District. Employees required
8 by State or Federal regulation or by the District, as a condition of initial employment, to become
9 certified or examined or re-certified or re-examined in any fashion will not be eligible for such
10 benefits but will be expected to complete any such courses or training at their own expense. For all
11 training courses funded by the District, the District reserves the right to direct the scope, location,
12 and/or facilities to be utilized pursuant to this Section.
13

14 **Section 12.3. Apprenticeship.**

15 The District will budget five thousand dollars (\$5,000) annually for a Professional Association fund.
16 Employees may request to have membership or training fees paid by the District, up to five hundred dollars
17 (\$500) per year, per employee. In August of each year, the balance of this training fund will be rolled over
18 into the following year for a maximum of one (1) year, with the total balance not to exceed ten thousand
19 dollars (\$10,000). The Assistant Superintendent of Human Resources and Operations or designee and
20 Chapter President(s) or designee will meet monthly to jointly review employee requests. Bus Drivers may
21 access this fund for reimbursement of Commercial Driver’s License (CDL) renewal fees.
22

23 The parties agree to participate in the Washington Public School Classified Employees Joint
24 Apprenticeship and Training Committee Program (WPSCEJATC). This training will be available for
25 individuals in the Secretarial/Clerical and Instructional Assistant job classifications.
26
27
28

29 **ARTICLE XIII**

30 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

31
32
33 **Section 13.1. Membership.**

34 The District and PSE/SEIU1948 understand that at the center of our labor management relationship is the
35 shared interest in providing the best services to the public. Therefore, it is the expectation of both
36 PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of union
37 membership and respect all employees’ decisions to join and maintain membership in their exclusive
38 professional advocacy organization PSE/SEIU1948 pursuant to RCW 41.56.140. All bargaining unit
39 employees shall have the option of joining and maintaining membership in PSE/SEIU1948 upon
40 employment with the District in the bargaining unit.
41

42 **Section 13.2. Membership Rescission.**

43 Association members requesting to rescind membership and membership rights in their exclusive
44 professional advocacy organization shall make such request in writing to the PSE/SEIU1948, following the
45 Constitution and Bylaws, and any and all relevant conditions, Policies and Procedures. Providing such
46 conditions have been met, PSE/SEIU1948 shall inform the District of the employee’s non-member status
47 consistent with Section 4.2.1.
48



1 **Section 13.3. Dues and Checkoff.**

2 PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees who
3 are current members of PSE/SEIU1948, and shall provide updates, additions, and/ or other changes in
4 membership status to the District upon request. The District agrees to accept dues authorizations via
5 standard paper form, voice authorization or by E-signature. PSE/SEIU1948 will provide a list of those
6 members who have agreed to union membership. In addition, upon request, PSE/SEIU1948 will grant
7 access to the District to the .wav files associated with the voice authorization. PSE/SEIU1948 will be the
8 custodian of the records related to voice/E-signature authorizations. The Association agrees that, as the
9 custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those
10 records. The District shall deduct association dues from the pay of any employee who authorizes such
11 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the
12 Treasurer of PSE of Washington on a monthly basis.

13
14 **Section 13.3.1. Local PSE Chapter Dues.**

15 The District shall deduct local dues monthly as established by the Association’s Local Chapter and
16 remit the same to the Treasurer of the Chapter.

17
18 **Section 13.4. Hold Harmless.**

19 The Association will indemnify, defend and hold harmless the District against any claims, suits, and/or
20 judgments against the District on account of check-off of association dues or voluntary political contributions.

21
22 **Section 13.5.**

23 The Association will inform the new hire of the terms and conditions of Article 13 after notification of hire.

24
25 **Section 13.6. Political Action Committee.**

26 The District will, upon receipt of a written authorization form that conforms to legal requirements, deduct
27 from the pay of each bargaining unit employee, the amount of contribution the employee voluntarily
28 chooses for deductions for political purposes and will transmit the same to the Association on a check
29 separate from the Association dues transmittal check. Section 13.4 of the CBA will apply to these
30 deductions. The employee may revoke the request at any time. At least annually, the employee will be
31 notified about the right to revoke the request.

32
33 **Section 13.7. Agency Fee Restoration Contingency.**

34 In the event there is a change in law or holding by a court of competent jurisdiction that allow for the
35 withholding of dues or equivalent fee as a condition of employment, the Association and the District agree
36 to bargain the effect of any such decision upon request.

37
38 **Section 13.8. Member Lists.**

39 Within twenty-one (21) business days from an employee’s hire date the District will provide an editable
40 digital file format to the Association’s designated representative and membership@pseofwa.org containing
41 all employee information retained in the District’s records. Separately, every one hundred twenty (120)
42 business days, for all employees covered under the Association’s collective bargaining unit, the District
43 will provide an editable digital file format to the Association’s designated representative and
44 membership@pseofwa.org containing all employee information retained in the District’s records. The
45 District will report substitutes only when they have met eligibility requirements and provide the date the
46 employee became eligible. The information reported will include:



- A. The employee's name and date of hire.
- B. The employee's contact information, including:
 - 1. Cellular, home, and work telephone numbers.
 - 2. Work and personal email addresses.
 - 3. Home address or personal mailing address.
- C. The employee's job title.
- D. Employee ID or unique identifier.
- E. Rate of pay for contracted work performed under the CBA.
- F. Primary work site location or duty station.

The District will remain compliant with all applicable laws relating to employee information. Annual salary for contracted work performed under the CBA and contracted days for work performed under the CBA will be added to the list above when District reporting systems permit the consolidated, automated collection of this information (i.e., one (1) consolidated report for all employees for the subject information).

ARTICLE XIV GRIEVANCE PROCEDURE

Section 14.1. Purpose.

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort will be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances will be scheduled at mutually agreeable times.

Section 14.1.1. Definitions.

- A. Grievant: An employee, or in the case of the union's contractual rights, the Association.
- B. Grievance: A dispute involving the interpretation or application of the specific terms of this Agreement.
- C. Days: Normal district office workdays. The District agrees to provide the Association with a schedule of office closures during all school breaks. Extensions may be provided to accommodate both schedules.

Section 14.1.2. Mediation.

The parties may mutually agree to depart from the grievance process at any time in order to resolve the dispute through mediation. In the event agreement is not reached through mediation, the grievance process will resume without prejudice to either party.

Section 14.1.3. Timelines.

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

1 Association) to present or proceed with a grievance within the specified or mutually extended time
2 limits will render the grievance waived.

3
4 **Section 14.1.4. Representation.**

5 The grievant may waive union involvement in the procedures at any step. If the grievant elects not
6 to have Association representation, the Association will have the opportunity to be present at the
7 adjustment of the grievance and to make its views known or will receive the same written responses
8 provided to the grievant.

9
10 **Section 14.2. Process.**

11
12 **Section 14.2.1. Step 1. Informal Level. Informal Submission of Grievance to Supervisor.**

13 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or
14 twenty (20) days after the event is known or reasonably should have been known, the employee will
15 attempt to resolve the grievance informally with the immediate supervisor. The immediate
16 supervisor will respond informally within ten (10) days of the employee's presentation. The
17 informal presentation and response at this level may be oral or written.

18
19 **Section 14.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.**

20 If the grievance is not resolved informally, it will be reduced to writing by the employee who will
21 submit it to the immediate supervisor within twenty (20) days after the employee's informal
22 submission of the grievance at Step 1. The written grievance will contain the following:

- 23
24 A. A statement of the alleged grievance including the facts upon which the grievance is
25 based.
26 B. Reference to the specific terms of the agreement which have been allegedly violated.
27 C. Remedy sought.

28
29 In presenting the grievance, employees may elect to represent themselves and/or be accompanied by
30 a representative of the Association. The immediate supervisor will inform the employee and the
31 Association in writing of the disposition of the grievance within ten (10) days of the presentation of
32 the grievance.

33
34 **Section 14.2.3. Step 3. Superintendent Level. Written Submission of Grievance to the
35 Superintendent.**

36 A. Individual Grievance

37 If the grievance is not settled at Step 2 and the Association believes the grievance to be
38 valid, a written statement of grievance will be submitted within ten (10) working days to the
39 Superintendent or designee. The Superintendent or designee will review the grievance with
40 the parties involved and provide a written statement of the disposition to the employee with
41 a written copy to the Association, within ten (10) days of receipt of the grievance.

42
43 B. Union Grievances

44 A grievance which the Association may have against the District, limited as aforesaid to
45 matters dealing with the interpretation or application of terms of this Agreement relating to
46 union rights, will be commenced by filing in writing (in the format of Step 2 above) with the
47 Superintendent or designee. Such filing will be within ten (10) days following the
48

1 occurrence of the event giving rise to the grievance or ten (10) days after the event is known
2 or reasonably should have been known. The Superintendent or designee and the Association
3 will have ten (10) days from the receipt of the grievance to resolve it.
4

5 **Section 14.2.4. Step 4. Arbitration.**

6 If no settlement is reached in Step 3, the Association may request that the matter be submitted to an
7 arbiter as hereinafter provided:
8

- 9 A. Written notice of a request for arbitration will be made to the Superintendent or designee
10 within twenty (20) days of receipt of the disposition letter at Step 3.
11 B. Arbitration will be limited to issue(s) involving the interpretation or application of
12 specific terms of this Agreement.
13 C. When a timely request has been made for arbitration, the parties will attempt to select an
14 impartial arbiter to hear and decide the particular case. If the parties are unable to agree
15 to an arbiter within ten (10) days after submission of the written request for arbitration,
16 the provisions of paragraph (d) below will apply to the selection of an arbiter.
17 D. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties
18 will jointly request the American Arbitration Association (AAA) to submit a panel of
19 nine (9) arbiters who reside and practice in Washington or Oregon. Such request will
20 state the issue of the case and ask that the nominees be qualified to handle the type of
21 case involved. When notification of the names of the nine (9) arbiters is received, the
22 parties will each independently strike from the list those unacceptable arbiters and will
23 rank, in order of preference, the remaining arbiters.
24 E. The parties will then meet and compare their lists. From among the mutually acceptable
25 arbiters, the one with the lowest combined preference number will be the arbiter. In the
26 event of a tie between two or more arbiters, a single arbiter will be chosen by lot. In the
27 event there are no mutually acceptable arbiters on the panel, the parties, in turn, will
28 have the right to strike a name from the panel until only one (1) name remains. The
29 remaining person will be the arbiter. The right to strike the first name from the panel will
30 be determined by lot.
31 F. In the event either party is dissatisfied with the credentials of the arbiters whose names
32 are on the first panel offered by the AAA, such party can summarily reject that panel and
33 insist on a second panel. Selection must be made from the second panel.
34 G. Arbitration proceedings will be in accordance with the following:
35
36 1. The arbiter, once appointed, will inform the parties as to the procedures which
37 will be followed.
38 2. The arbiter will hear and accept pertinent evidence submitted by both parties and
39 will be empowered to request, through subpoena if necessary, such data and
40 testimony as the arbiter deems pertinent to the grievance and will render a
41 decision in writing to both parties within thirty (30) days, unless mutually
42 extended, of the closing of the record.
43 3. The arbiter will be authorized to rule and issue a decision in writing on the
44 issue(s) presented for arbitration, which decision will be final and binding on
45 both parties.
46 4. The arbiter will rule only on the basis of information presented at the hearing and
47 will refuse to receive any information after the hearing except by mutual
48 agreement.

5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony will be limited to the matters set forth in the written statement of grievance.
6. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, will be confined to and directed at the matters set forth in the grievance.
7. Each party will pay any compensation and expenses relating to its own witnesses or representatives.
8. The arbiter will specify in the award that the District or the Association, whichever is ruled against by the arbiter, will pay the compensation of the arbiter including necessary expenses.
9. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (½) of the stenographic cost.

Section 14.3. Binding Effect of Award.

All decisions arrived at under the provisions of this Article by the representatives of the District and the Association at Steps 1, 2 and 3, or by the arbiter, will be final and binding upon both parties; provided, however, that in arriving at such decision neither of the parties or the arbiter will have the authority to alter this Agreement in whole or in part.

Section 14.3.1. Limits of the Arbiter.

The arbiter cannot order the District to take action contrary to law.

Section 14.3.2. No Duty to Maintain Status Quo.

The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return will be affected as per the arbiter's award.

Section 14.3.3. Freedom from Reprisal.

There will be no reprisals against the grievant or others as a result of participation in this process.

ARTICLE XV

TRANSFER OF PREVIOUS EXPERIENCE

Section 15.1.

When any employee leaves any school district within Washington State and commences employment within this District, the employee will retain the same leave benefits and other benefits that the employee had in the previous position. If this District has a different system for computing leave benefits and other benefits, the employee will be granted the same leave benefits and other benefits as an employee in this District who has similar occupational status and total years of service. Seniority rights will not be transferred in any manner. Longevity rights (the number of years of service in a position) will be fully transferable (for placement on salary schedule, vacation schedule, etc.) and will be considered as "other benefits". An employee who leaves employment with this District and returns will be treated in the same manner as above.



1
2
3 **ARTICLE XVI**

4
5 **SALARIES AND EMPLOYEE COMPENSATION**

6
7 **Section 16.1.**

8 Employees will be compensated in accordance with the provisions of this Agreement for all hours worked.

9
10 **Section 16.2.**

11 Salaries contained in Schedule A will be for the entire term of this Agreement, subject to the terms and
12 conditions of Sections 16.2.1, 16.2.2, and 16.2.3.

13
14 **Section 16.2.1. Inflationary Adjustment.**

15 For each school year of the contract, all steps on Schedule A will be increased by the state-funded
16 inflationary adjustment, if any, applicable to all classified employees, without deducting increments,
17 effective on September 1st of each school year or immediately on receipt if later than September 1st.

18
19 **Section 16.2.2. Additional Wage Increases.**

20 Prior to implementing the inflationary adjustment, the District will implement any additional
21 increases first. When implementing wage increases, the District will apply the increase to the base
22 wage rate Step 1 for the position in question. The increase will then be calculated for the remaining
23 steps by increasing the wage rate from the prior step by a factor of two percent (2%), thereby
24 maintaining a consistent increment of two percent (2%) between steps for a given position. The
25 following increases will be applied to Schedule A during the term of this Agreement:

26
27 **2023-24:** Increase the 2022-23 wage rate for following positions in accordance with Parties'
28 2023 wage study:

29
30

General Maintenance:	\$2.25
Carpenter:	\$0.99
Accounts Payable:	\$2.37
Accounts Receivable:	\$1.98
Computer Tech:	\$1.93
COTA/LPN:	\$1.15
Preventionist/Interventionist:	\$0.77
Payroll:	\$2.71
Office Assistant:	\$1.32
Grounds:	\$3.61

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41 After application of the 2023 wage study, increase all positions on Schedule A by one percent
42 (1.0%) plus the state-funded inflationary adjustment referenced in Section 16.2.1, above (4.7 % total).

43
44 **2024-25:** Increase the 2023-24 wage rate for following positions in accordance with Parties'
45 2023 wage study:

46
47

General Maintenance:	\$0.75
Accounts Payable:	\$1.05

48

Accounts Receivable:	\$1.05
Computer Tech:	\$1.05
COTA/LPN:	\$0.25
Preventionist/Interventionist:	\$1.10
Payroll:	\$0.20
Office Assistant:	\$0.20

After application of the 2023 wage study, increase all positions on Schedule A by one point one percent (1.1%) plus the state-funded inflationary adjustment referenced in Section 16.2.1.

2025-26: Increase all positions on Schedule A by two-point four percent (2.4%) plus the state-funded inflationary adjustment referenced in Section 16.2.1.

Section 16.3.

Retroactive pay (if applicable) will be paid as soon as possible, but in no event later than the second regular payday following execution of this Agreement. In the case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.1, such retroactive pay will be paid on the first regular payday following agreement on such schedule, if possible and in any case not later than the second regular payday.

Section 16.4.

Incremental steps, where applicable, shall take effect on the first working day of each school year during the term of this Agreement; provided the employee has been continuously employed for at least one half (½) of the previous employment year. An employment year shall be defined as the number of paid days, (including recognized holidays), for the position during the school year. For this Section only, a school year will be defined as September 1st through August 31st.

Section 16.5.

In addition to the increment steps set forth on Schedule A to this Agreement, employees will receive the following longevity bonuses based on their continuous years of total service within the bargaining unit:

12 years:	\$0.25 per hour
15 years:	\$0.50 per hour
20 years:	\$1.00 per hour
25 years:	\$0.50 per hour

These amounts will be added to the employee’s hourly wage starting on the anniversary of the employee’s hire date. Effective September 1, 2024, the twenty-five (25) year longevity bonus will be increased by an additional twenty-five cents (\$0.25) per hour, to a total of seventy-five cents (\$0.75). Effective September 1, 2025, the twenty-five (25) year longevity bonus will be increased by an additional twenty-five cents (\$0.25) per hour, for a total of one dollar (\$1.00).

Section 16.6.

Any employee who changes job positions within classifications will receive full longevity credit regarding step placement on Schedule A. If an employee moves to a higher paying classification, the employee will be placed on the appropriate step to ensure a salary increase.



1 **Section 16.7.**

2 For the purpose of calculating daily hours, employees will be compensated for the time worked. There will
3 be no rounding up or rounding down to the next quarter hour.
4

5 **Section 16.8.**

6 Employees authorized to drive personal vehicles from one school building to another in the course of their
7 work will receive a mileage allowance equal to the rate recognized by the Internal Revenue Service for
8 reimbursement purposes. The same allowance will be paid for authorized use of personal cars for out-of-
9 district travel.
10

11 **Section 16.9.**

12 Employees required to remain overnight on District business will be reimbursed for reasonable room and
13 board.
14

15 **Section 16.10.**

16 Employees hired after September 1, 1995 may be required by the District to receive their monthly
17 paychecks via electronic deposit.
18

19 **Section 16.11. Outdoor Work Gear and Clothing.**

20 The District will pay an annual stipend of five hundred dollars (\$500) per year to Grounds and Maintenance
21 employees for coveralls, boots, or other required work gear. Custodial and Warehouse employees will
22 receive a stipend of two hundred fifty dollars (\$250) for appropriate work gear to perform their job.
23 Mechanics will receive a clothing and tool stipend of one thousand dollars (\$1,000). Stipends for current
24 employees will be paid no later than the October pay warrant. Stipends for new hires will be paid on the
25 first pay warrant following the employee's completion of sixty (60) working days of District employment.
26

27 **Section 16.12. Early Notification of Retirement Benefit.**

28 Employees that have served the District for twenty (20)+ years and are retirement eligible, and who notify
29 the District at least four (4) months prior to the date of which they intend to retire shall receive a one (1)
30 time payment equal to two percent (2%) of their regular annual compensation, exclusive of overtime and
31 extra hours, as reflected on the employee's Salary Calculation Sheet from the most recent full fiscal year.
32

33 **Section 16.13. Overpayment.**

34 When the District determines that an employee was overpaid wages, including any leaves or vacation
35 benefits or other remuneration provided or advanced to the employee under this Agreement, the District
36 shall provide written notice to the employee both in person and over available email of the overpayment to the
37 employee and the Association. The District will also call the employee on their personal phone to notify
38 them of the overpayment if the District has a personal phone number on file. The notice shall include the
39 amount of the overpayment, the basis for the claim, and the rights of the employee under this Agreement.
40 Employees will have seven (7) business days to respond in writing before the District may take unilateral
41 action to recover the debt, as provided below. Any dispute relating to the occurrence or amount of the
42 overpayment shall be resolved using the grievance procedures contained in this Agreement.
43

44 The District and employee shall first make every reasonable effort to determine a mutually agreeable and
45 reasonable timeline for repayment. Repayment shall ordinarily occur within the work year in which the
46 overpayment was discovered, with repayments divided evenly among the remaining pay periods. A longer
47 repayment period will be considered when the amount of the debt warrants and provided there are
48 reasonable assurances that the employee will continue employment with the District the following year.

1
2 Fourteen (14) calendar days after notice is provided to the employee, if the District and employee are unable
3 to agree to a repayment plan, the District may initiate repayments. However, the District may not take more
4 than fifteen (15) percent of the employee's monthly wages or one-sixth (1/6) the overpayment debt,
5 whichever dollar amount is smaller.
6

7 Unless otherwise mutually agreed upon by the District and the employee, deductions of wages may begin on
8 the first paycheck available, provided the District has satisfied the notice requirements discussed above.
9 Such deductions shall continue until the overpayment is recouped.
10

11 Should the employee separate from District employment before an overpayment debt is paid, the District has
12 the right to retain up to the entire net proceeds of the employee's final regular paycheck as a credit toward
13 the unpaid balance of the overpayment in question. However, in the event an employee has initiated
14 repayment prior to separation, the District and the employee may agree to set up a post-separation repayment
15 plan in lieu of the District retaining the entire net proceeds of the employee's final regular paycheck.
16

17 The District is obligated by law to protect public funds and retains the right to seek other legal remedies,
18 including filing a legal claim for debts owed, should any retained or repaid amounts not be sufficient to fully
19 satisfy an employee's outstanding repayment obligation.
20

21 **Section 16.14. After School Activities and Intramurals.**

22 In the event a classified employee is engaged in District athletics, clubs, and co-curricular activities, the
23 employee will be compensated at their regular hourly rate of pay. No employee will be required to
24 participate in such activities and may accept or decline such assignments at their sole discretion. All time
25 worked in such activities shall be recorded and submitted weekly by the employee to the appropriate
26 administrator.
27

28 **Section 16.15. Retire/Rehire.**

29 An employee who has retired from the District, is receiving a pension from a State of Washington
30 Department of Retirement System plan and returns to work for the District as a substitute employee within
31 the same classification shall be compensated at the hourly rate on Schedule A appropriate for their years of
32 service, but excluding longevity steps. Retired employees substituting in other classifications will receive
33 normal substitute wages.
34
35
36

37 **ARTICLE XVII**

38 **TERM AND SEPARABILITY OF PROVISIONS**

39
40
41 **Section 17.1.**

42 The term of this Agreement will be September 1, 2023 to August 31, 2026.
43

44 **Section 17.2.**

45 All provisions of this Agreement will be applicable as mutually agreed upon by the parties in this
46 Agreement. This Agreement may be reopened and modified at any time during the term of this Agreement
47 only upon mutual consent of the parties in writing.
48

1 **Section 17.3.**

2 In the event of a substantial reduction in State or Federal funding, either party may reopen economic
3 provisions of this Agreement.
4

5 **Section 17.4.**

6 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of
7 this Agreement will not be affected thereby.
8

9 **Section 17.5.**

10 Neither party will be compelled to comply with any provision of this Agreement which conflicts with State
11 or Federal Statutes or Regulations promulgated pursuant thereto.
12

13 **Section 17.6.**

14 In the event either Section 17.4 or 17.5 apply to any provision of this Agreement, such consideration for
15 reopening will be in accordance with the terms of Section 17.2.
16
17

18 **ARTICLE XVIII**

19 **TRANSPORTATION**
20
21
22

23 **Section 18.1. Transportation.**

24 Recognizing that personnel in the Transportation classification present special shift problems, the parties
25 agree that shifts will be established in the Transportation classification in relation to routes and driving time
26 requisite to fulfilling tasks as assigned by the Transportation Director.
27

28 **Section 18.2. Pre-Trip.**

29 Bus drivers will receive pay for fifteen (15) minutes per day, per assigned bus, for the purpose of warm-up,
30 and operational checks, in addition to the actual hours of driving time. These fifteen (15) minutes will not
31 be available as paid time if the bus was previously checked that day by the same driver.
32

33 **Section 18.3. Post-Trip.**

34 In establishing route time, a ten (10) minute post-trip will be added to drive time, to allow time for drivers
35 to perform post-trip duties as assigned by the supervisor. Each driver will clock out promptly after
36 completion of their assignment(s). If the driver falls behind schedule, the driver will promptly notify the
37 Transportation Director or designee of the delay. When possible, interior cleaning should be done during
38 layover. Checking lights, tires, damage, looking for lost items and sweeping of buses will occur after each
39 run with a minimum of ten (10) minutes to complete said tasks. Trash will be emptied and battery switch
40 turned off at the end of each day. If more extreme cleaning is needed than can be accomplished within the
41 ten (10) minutes, prior approval is needed from the Transportation Director or designee.
42

43 **Section 18.4.**

44 Each bus driver will report for work at a time designated by the District. Reporting time for each route will
45 be posted when routes are established by the District, consistent with Sections 18.8 and 18.9. Pre-trip/post-
46 trip bus inspections and bus interior clean-up will be completed within the limits of each driver's clock-in
47 and targeted clock-out time.
48



1 **Section 18.5. Clock in/Clock out.**

2 Each driver will clock in on the time clock at the reporting time as designated by the District. Designated
3 clock-in time will be at least five (5) minutes before scheduled departure time. Each driver will clock out
4 at their designated targeted clock-out time.

5
6 **Section 18.6. Driving Schedules and Assignments.**

7 Driving time will commence with the departure from the bus yard and will conclude upon arrival at the bus
8 yard for bus drivers and bus monitors. If there are thirty (30) minutes or less between assignments, the
9 basic salary rate will continue uninterrupted for bus drivers and bus monitors. If there are more than thirty
10 (30) minutes between assignments, the base hourly rate will cease at the conclusion of the assignment,
11 providing the assignment ends at the bus yard, and will commence at the beginning of the next assignment
12 for bus drivers and bus monitors. All assignments will begin and end at the bus yard. A normal regular
13 work shift or workday for bus drivers will be defined as that shift or day in which they are driving their
14 regular route, mid-day route, shuttle, transfer and/or fuel and clean the same time day after day. A normal
15 regular work shift or workday for bus monitors will be defined as that shift or day in which they have
16 boarded the bus for a regular route, mid-day route, and/or transfer the same time day after day. Drivers will
17 receive a minimum of one (1) hour for attending staff meetings. Only employees, classified as bus drivers,
18 meeting State requirements for a school bus driver, will be used to drive regularly scheduled runs or school
19 buses (school buses defined as any vehicle used to transport school children having a capacity of twelve
20 [12] or more people) unless an emergency should arise requiring the use of other qualified drivers, as
21 determined by the District. An exception to these requirements is the use of the NJROTC bus.
22

23 **Section 18.7. Routes.**

- 24 A. A regular route is defined as a route transporting students to and/or from home in the AM and
25 PM on a regularly scheduled workday.
26 B. A mid-day route is defined as a route transporting students to and/or from home in the middle of
27 the school day.
28 C. A shuttle route is defined as a run transporting students between schools and/or learning centers
29 within school hours.
30 D. A transfer route is defined as a run that carries students who board one bus at their original
31 home bus stop location and then transfer to another bus en route to their school destination and
32 return. Upon approval of the Transportation Director, a driver may choose to not continue
33 driving a transfer run at any time. When this occurs, the next most senior available driver who
34 wants such transfer run will then take the run for the remainder of the school year. For purposes
35 of bidding under Section 18.9 D, transfer runs are considered to be separate entities.
36 E. "Fuel and clean" is defined as a separately bid work opportunity for employees to fuel and clean
37 the exterior of district buses. The District may post fuel and clean work based on District need,
38 or individual drivers of small buses may be assigned to clean their own buses as part of the
39 posted route.
40

41 **Section 18.8. Publishing Routes.**

42 The Transportation Director will publish as early in the school year as practicable, before September 27th,
43 the District plan for transportation in support of the regular school curriculum. The District plan will
44 include the following minimum information; route(s) to be driven, pick-up and delivery times, stops, and
45 driving time(s) for each route.
46
47
48



1 **Section 18.9. Bidding Process.**

- 2 A. The Transportation Director will assign routes temporarily as necessary to begin the school
3 year. Subject to the provisions of B and C below, drivers will be assigned their regular routes.
4 Subject to the provisions of Section 18.8, drivers will bid on transfers, mid-day routes, shuttles,
5 fuel and clean for the year by seniority.
- 6 B. A regular route that is substantially unchanged from one year to the next may, at the driver's
7 option, be maintained by the driver assigned it the previous year, unless the Transportation
8 Director determines that a reassignment should be made in the best interests of the District. A
9 substantial change is defined as more than one (1) hour difference in total time per day. If the
10 Transportation Director makes such a determination, the specific reasons for the change will be
11 put in writing upon the request of the affected employee. When such a change is made, the
12 affected driver will be reassigned to another route on the basis of seniority.
- 13 C. If no driver requests special education routes, or if in the judgment of the Transportation
14 Director, drivers who request such routes are not qualified, the Transportation Director has the
15 discretion to assign such routes. If affected employee(s) request written rationale for being
16 found to be not qualified for such routes, the Transportation Director will provide the employee
17 with such written rationale.
- 18 D. After regular routes have been assigned, mid-day routes will be assigned per seniority starting
19 with the most senior available driver until all mid-day routes have been assigned. After mid-day
20 routes have been assigned, transfer runs will be assigned per seniority starting with the most
21 senior available driver. It is understood that transfer runs in the AM, PM, and mid-day may be
22 assigned to the most senior driver at that location not working at that time.
- 23 E. A second bid for mid-day and routes newly established during the current school year based on
24 routing software and actual time will occur on or before September 27th. In determining actual
25 time, the District will consider driver input received within two (2) weeks of the original route
26 assignment.
- 27 F. If regular drivers are ill or absent for other reasons, regular drivers who are available will
28 receive such "extra assignments." Such assignment will be on a seniority basis starting with the
29 most senior available driver.
- 30 G. Trip Driver(s), if not already assigned to an extra trip, may be assigned by the Transportation
31 Director to drive for regular drivers who are ill or absent for other reasons. Bus drivers are
32 inherently qualified as bus monitors and their seniority as a bus monitor shall be based on their
33 hire date as a bus driver. If there are additional requirements for bus monitors incorporated,
34 drivers will become automatically qualified upon completion of any necessary additional
35 requirements and will retain their seniority based on hire date. Bus drivers will be allowed to bid
36 on bus monitor positions according to seniority.

37
38 **Section 18.10. New Assignments and Open Routes.**

- 39 A. New assignments will be defined as any work or time that has not been assigned to a driver
40 before.
- 41 B. Open routes will be defined as a route that has become vacant and which the District decides to
42 continue.
- 43 C. New assignments and/or open routes will be open to bid and posted only in the Transportation
44 Department. The most senior driver to bid will be awarded the new assignment and/or open
45 route until all drivers currently hired have a route assigned.
- 46
47
48

1 **Section 18.11. Route Changes.**

2 Route assignments will not be changed during the year, except in the best interests of the District as
3 determined by the Transportation Director. In the event that the Transportation Director determines that an
4 assignment should be changed during the year, the reasons for the change will put in writing with copies
5 delivered to the affected drivers who request such written documentation. In the event such changes are
6 made, seniority as described above, will apply.
7

8 **Section 18.12. Trips.**

- 9 A. All other transportation activities will be considered trips. Trips two (2) hours or less per day
10 that occur more than once per week, will be considered one (1) trip (e.g., activity runs, bowling,
11 swimming, etc.).
12 B. Drivers will not be considered eligible for trip assignments if it requires the District to pay
13 overtime. Drivers may not forfeit a portion of their regular daily route or assignment in order to
14 qualify for trips (except for the portion that conflicts with the trip itself). Drivers are responsible
15 to keep track of their hours to avoid going into overtime.
16 C. In the event that signing up for an extra trip would put all regular drivers into overtime, the
17 Transportation Director will notify the substitute drivers of the availability of an extra trip. If all
18 substitute drivers turn down the trip, then the trip will be offered to the driver who will incur the
19 least amount of overtime pay. In the event two or more drivers would be eligible, the trip will
20 first be offered to the most senior of those eligible. Trip offering will continue to the next driver
21 or drivers who will incur the least overtime.
22 D. Whenever possible trips will be bid in weekly blocks and will be posted at least one (1) week in
23 advance.
24 E. Drivers will sign up for trips by first, second, and third choice. The trips will be assigned by
25 choice (first, second and third), number of previous trips taken and seniority. If a driver turns
26 down a trip for any reason, that driver will not be eligible for another trip until the next list of
27 trips is posted.
28 F. An event shuttle does not count as a trip. It is an extra run needed to take students to and/or from
29 District events within school hours. Event shuttles will be assigned to the most senior eligible
30 driver.
31

32 **Section 18.13. Random Drug Testing.**

33 Random drug testing for bus drivers will be guided by the following concepts:

- 34 A. Employees who voluntarily come forward to inform the District of a drug and/or alcohol
35 dependency and of their immediate intent to enter a licensed treatment program will be granted
36 leave without pay. The notification of intent to enter a licensed treatment program must occur
37 prior to any notification of the need for a drug test. Procedures for reinstatement of driving
38 duties will be applied uniformly and consistently.
39 B. Employees will not be required to undergo testing on a non-working day.
40 C. All costs involved in any District testing and evaluation procedures will be borne by the District.
41 D. Employees required to undergo testing will be given the opportunity by the District to review
42 testing policies and procedures prior to the time of testing.
43 E. Testing results, including the fact that an employee is tested, will remain confidential. Any
44 written materials or information associated with such testing will be retained in a secure
45 confidential file to which only the Superintendent or designee will have access.
46 F. Employees will be placed on paid leave of absence during any period they are off work due to
47 testing or evaluation requirements or results and prior to a final determination of employment
48 status.

1 G. Any driver with a confirmed positive test will be suspended with pay pending an investigation.
2 A confirmed positive drug test will result in termination of employment. Failure of a split test
3 will result in termination of employment.
4

5 **Section 18.14.**

6 Drivers who meet the qualifications for a driver trainer will be paid the appropriate Schedule A rate for
7 time spent training new bus drivers.
8

9 **Section 18.15.**

10 Regular drivers will not be assigned trips that conflict with their regular routes during the first two (2)
11 weeks of the school year.
12

13 **Section 18.16.**

14 Bus Drivers attending the District-provided State in-service will be compensated up to four (4) hours at
15 their regular rate and bus drivers attending state-required First Aid training will be compensated up to eight
16 (8) hours at their regular rate.
17

18 **Section 18.17. Use of Video Cameras.**

19 Video cameras on school buses are a tool to assist the driver in monitoring students on the bus. All buses
20 where cameras are utilized will have signs notifying riders that video cameras may be in use. It is understood
21 that bus video recordings are subject to disclosure as public records and as such may be viewed by anyone at
22 any time and may be used like any other evidence in cases involving safety concerns or employee discipline.
23 However, bus videos will not be reviewed randomly by supervisors or used to monitor employee performance
24 except in response to a specific concern regarding the employee, or with prior approval of the employee and
25 the Association. If a recording is viewed by authorized District personnel, the assigned bus driver depicted
26 will be notified and afforded an opportunity to view the relevant portion of the recording or participate in the
27 initial viewing. Records will be kept by the Transportation Department regarding: date of removal of
28 recording(s) from the bus, bus number, driver name, Transportation Director, individuals viewing the
29 recording, and action taken as a result of the viewing. The video recording will be pulled and logged by a bus
30 mechanic, or a bus driver as designated by the Transportation Director, upon request of the driver or the
31 Transportation Director. Any time a video recording is to be used to support employee disciplinary action; the
32 recording will be kept on file for as long as deemed necessary by the District.
33

34 **Section 18.18. Reimbursement for Physicals.**

35 The District will arrange for approved medical providers to directly bill the District for the cost of job-
36 related physicals for the renewal of employees' CDL. Alternatively, at the employee's option, the District
37 will reimburse the out-of-pocket cost of required physicals for transportation employees, not to exceed fifty
38 dollars (\$50) every year. At the employee's option, the District will reimburse the out-of-pocket cost of
39 required physicals for transportation employees, not to exceed one hundred dollars (\$100). It will be the
40 sole responsibility of individual employees to bring in their receipts for reimbursement if they choose this
41 option.
42

43 **Section 18.19. Call Out Pay for Bus Drivers.**

44 The following will constitute a minimum two (2) hour call in and will be paid accordingly:

- 45 A. Any assignment outside the driver's regular route and outside the thirty (30) minute window of
46 any other assignment as per Section 18.6.
- 47 B. Any failure of notification for a cancelled trip or route.
- 48 C. All summer school routes (applies to each AM and PM).

- D. Scheduled and nonscheduled trips which will be awarded to regular drivers on a seniority basis.
- E. Driving any new routes (AM, mid-day, or PM) until the route is bid and awarded.
- F. Any seniority bypass resulting in missed driving opportunities.

Should said assignment be less than two (2) hours, the District reserves the right to direct the employee's work for the balance of the two (2) hours. Should a driver decline to work for the balance of the two (2) hours, the driver will be paid for drive time only. Should a driver be bypassed despite being the most senior driver, the driver will not have to work the two (2) hours to receive the two (2) hour call in pay.

Section 18.20. Student Pick-up and Drop-off Locations.

The District will seek input from the Driver Trainer or designee on changes to student pick-up and drop-off locations. Input shall ordinarily be sought prior to a change. However, in emergencies or similar events requiring immediate changes, the District will seek input from the Driver Trainer as soon as practicable. District decisions regarding student pick-up and drop-off are not subject to the grievance procedures contained in this Agreement.

Section 18.21. Mechanic Emergency Call Back Pay.

Should a mechanic be called back to address or assist with a transportation emergency outside of their normal workweek, the employee will be compensated at the rate of twice the employee's base pay for all hours worked outside of their normal work week to address the transportation emergency. A transportation emergency shall ordinarily mean a call back to perform work that same day that cannot be delayed due to student safety or other student concerns.

Section 18.22. Life Skills and Choices Bus Drivers.

Beginning September 1, 2023, Bus Drivers assigned to routes specifically established to transport students assigned to Life Skills or Choices programs shall receive an additional fifty cents (\$0.50) premium per hour above the Bus Driver rate. Beginning September 1, 2024, this premium shall increase to one dollar (\$1.00).

ARTICLE XIX

PARAEDUCATORS

19.1. Paraeducator Definition.

A paraeducator is a classified employee who works under the supervision of a certificated or licensed staff member to support and assist in providing instructional and other services to students and their families. Life Skills/Choices and Hand-in-Hand/Access Paraeducators are those working in positions identified by the District as having heightened responsibility due to working with medically fragile students, students with behavioral issues or other special needs requiring them to be served in Life Skills, Choices, Hand-in-Hand, or Access classrooms. They must be minimally trained in approved de-escalation and restraint and receive First Aid and CPR certification on an as-needed basis.

Section 19.2. Paraeducator Training Requirements.

All Paraeducators must meet the minimum requirements of WAC 179-03-020. Paraeducators shall complete the State mandated Fundamental Course of Study (FCS) and General Paraeducator Certificate according to the schedule determined by the State. The District will provide clock hours annually to all staff during the school year for which State funding is appropriated specifically for the purposes of this Section and only for the number of days that are funded by the appropriation.



1 A. FCS Training:

2 FCS is twenty-eight (28) hours of training that covers paraeducator standards of practice as defined
3 in WAC 179-09-050. The District will implement this Section only in school years for which State
4 funding is appropriated specifically for the purposes of this Section and only for the number of
5 days that are funded by the appropriation. Upon completion of FCS, the paraeducator shall notify
6 HR and will receive a completion certificate (clock hours). Paraeducators that fail to complete
7 mandatory training by published due dates may be subject to disciplinary action.
8

9 B. General Paraeducator Certificate:

10 Seventy (70) additional clock hours (beyond the twenty-eight (28) completed for the FCS) to help
11 improve instructional practices. The District will implement this Section only in school years for
12 which State funding is appropriated specifically for the purposes of this Section and only for the
13 number of days that are funded by the appropriation.
14

15 C. First Aid/CPR (As Needed & Biannually Thereafter):

16 For Paraeducators who are required by the District to maintain First Aid/CPR certification:

- 17 1. The District will provide First Aid/CPR certification courses every year for staff to
18 attend, as needed.
- 19 2. Certification will need to be renewed every two (2) years, or as required by law.
- 20 3. The employee is responsible for providing a copy of their First Aid/CPR card to HR.
- 21 4. Hours will be recorded as extra time.
- 22 5. Paraeducators that fail to complete mandatory training by published due dates may be
23 subject to disciplinary action.
24

25 **19.3. Paraeducators Specialized Duty Pay.**

26 Paraeducators working in Life Skills and Choices classrooms will receive an additional one dollar (\$1.00)
27 per hour. Paraeducators working in Hand-in-Hand and Access classrooms will receive an additional fifty
28 cents (\$0.50) per hour.
29

- 30 ○ Beginning September 1, 2023, Access Paraeducators will receive an additional fifty cents (\$0.50)
31 per hour.
- 32 ○ Beginning September 1, 2024, this premium shall increase to one dollar (\$1.00) per hour.
33

34 **19.4. Work Schedule.**

35 Employees must receive a written schedule showing lunch periods and breaks.
36

37 **19.5. Communication/Equipment.**

38 The District will provide effective communication devices such as walkie talkies or other equipment when
39 necessary to minimize risk of injury to employees or to ensure the safety of students. Paraeducators shall be
40 provided access to technology as needed to receive information from the District.
41

42 **19.6. Paraeducator Safety.**

43 Behavior intervention plans are intended to support students and help them learn appropriate behaviors so
44 they may participate fully in their education. The District shall continue to minimize the risk of injury to
45 employees from students who engage in potentially dangerous behaviors by:
46
47

- A. Sharing all relevant information (that which is necessary for employees to provide effective services to students and to maintain safety for themselves, other employees, or students) with employees regarding students they directly work with who are on behavior intervention plans to the full extent permitted by law;
- B. Encouraging employees to file incident and exposure reports when students engage in behaviors that lead to injuries or exposure to bodily fluids;
- C. Providing timely training to employees serving students who are on behavior intervention plans and;
- D. Encouraging the timely development of appropriate intervention plans and strategies based on an analysis of a student’s behavior.

19.7. Safety Training.

The District shall provide regular training in areas of safety, de-escalation and other related topics to employees. Training required for the specific position or assignment will be listed in the posting for the position or otherwise communicated to applicants. The District will prioritize the training necessary to protect students and staff in a timely way to assure that staff can appropriately meet the needs of students and be safe in the assignment.

19.8. Confidential Student Information.

Employees have a responsibility to familiarize themselves with and follow all applicable State and Federal privacy laws and regulations regarding confidentiality of student and parent information, including but not limited to any information contained in a student’s Individualized Education Program, Behavior Intervention Plan and/or 504 Plan. Failure to keep such information confidential may result in disciplinary action.

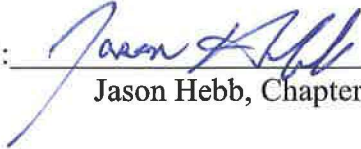


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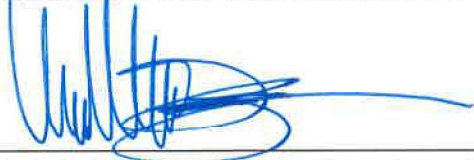
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

OAK HARBOR CHAPTER #821

BY: 
Jason Hebb, Chapter President

DATE: 12-27-2023

OAK HARBOR SCHOOL DISTRICT #201

BY: 
Michelle Kuss-Cybula, Superintendent

DATE: 12-27-2023



OAK HARBOR SCHOOL DISTRICT 2023-2024 Schedule A

Steps	1	2	3	4	5	6	7	8	12	15	20	25
Accounting Assistants												
Accounts Payable	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.30	37.80	38.80	39.30
Accounts Rec/Payroll	32.26	32.91	33.57	34.24	34.92	35.62	36.33	37.06	37.31	37.81	38.81	39.31
Lead Payroll	39.30	40.09	40.89	41.71	42.54	43.39	44.26	45.15	45.40	45.90	46.90	47.40
Payroll	36.68	37.41	38.16	38.92	39.70	40.49	41.30	42.13	42.38	42.88	43.88	44.38
Custodial												
Head Custodian	34.54	35.23	35.93	36.65	37.38	38.13	38.89	39.67	39.92	40.42	41.42	41.92
Custodian	28.53	29.10	29.68	30.27	30.88	31.50	32.13	32.77	33.02	33.52	34.52	35.02
Stadium/Field Coordinator	34.54	35.23	35.93	36.65	37.38	38.13	38.89	39.67	39.92	40.42	41.42	41.92
SUB Coordinator	34.54	35.23	35.93	36.65	37.38	38.13	38.89	39.67	39.92	40.42	41.42	41.92
Warehouse												
Warehouse	30.15	30.75	31.37	32.00	32.64	33.29	33.96	34.64	34.89	35.39	36.39	36.89
Delivery	24.79	25.29	25.80	26.32	26.85	27.39	27.94	28.50	28.75	29.25	30.25	30.75
Science Center Clerk	20.87	21.29	21.72	22.15	22.59	23.04	23.50	23.97	24.22	24.72	25.72	26.22
Food Service												
Lead Cook	27.17	27.71	28.26	28.83	29.41	30.00	30.60	31.21	31.46	31.96	32.96	33.46
Food Service Worker	22.75	23.21	23.67	24.14	24.62	25.11	25.61	26.12	26.37	26.87	27.87	28.37
Grounds												
Lead Groundskeeper	37.11	37.85	38.61	39.38	40.17	40.97	41.79	42.63	42.88	43.38	44.38	44.88
Groundskeeper	34.71	35.40	36.11	36.83	37.57	38.32	39.09	39.87	40.12	40.62	41.62	42.12
Groundskeeper Maintenance	35.40	36.11	36.83	37.57	38.32	39.09	39.87	40.67	40.92	41.42	42.42	42.92
Instructional Assistants												
Lunchroom Supervisor	21.57	22.00	22.44	22.89	23.35	23.82	24.30	24.79	25.04	25.54	26.54	27.04
Para Educator	23.91	24.39	24.88	25.38	25.89	26.41	26.94	27.48	27.73	28.23	29.23	29.73
Hand In Hand/Access Para	24.41	24.89	25.38	25.88	26.39	26.91	27.44	27.98	28.23	28.73	29.73	30.23
Life Skills/Choices Para	24.91	25.39	25.88	26.38	26.89	27.41	27.94	28.48	28.73	29.23	30.23	30.73
Library Tech/ISS	24.63	25.12	25.62	26.13	26.65	27.18	27.72	28.27	28.52	29.02	30.02	30.52
CDS Assistants	25.77	26.29	26.82	27.36	27.91	28.47	29.04	29.62	29.87	30.37	31.37	31.87
Vision Assistants	23.67	24.14	24.62	25.11	25.61	26.12	26.64	27.17	27.42	27.92	28.92	29.42
Interpreter	24.79	25.29	25.80	26.32	26.85	27.39	27.94	28.50	28.75	29.25	30.25	30.75
Maintenance												
Carpenter/Locksmith	36.97	37.71	38.46	39.23	40.01	40.81	41.63	42.46	42.71	43.21	44.21	44.71
Painter	33.95	34.63	35.32	36.03	36.75	37.49	38.24	39.00	39.25	39.75	40.75	41.25
Electrician	39.84	40.64	41.45	42.28	43.13	43.99	44.87	45.77	46.02	46.52	47.52	48.02
Plumber/Boiler	39.84	40.64	41.45	42.28	43.13	43.99	44.87	45.77	46.02	46.52	47.52	48.02
H VAC Manager	39.84	40.64	41.45	42.28	43.13	43.99	44.87	45.77	46.02	46.52	47.52	48.02
General Maintenance	34.15	34.83	35.53	36.24	36.96	37.70	38.45	39.22	39.47	39.97	40.97	41.47
Secretarial/Clerical												
Office Assistant	25.55	26.06	26.58	27.11	27.65	28.20	28.76	29.34	29.59	30.09	31.09	31.59
Level 1	26.83	27.16	27.70	28.25	28.82	29.40	29.99	30.59	30.84	31.34	32.34	32.84
Level 2	27.60	28.15	28.71	29.28	29.87	30.47	31.08	31.70	31.95	32.45	33.45	33.95
Level 3	29.27	29.98	30.46	31.07	31.69	32.32	32.97	33.63	33.88	34.38	35.38	35.88
Level 4	30.10	30.70	31.31	31.94	32.58	33.23	33.89	34.57	34.82	35.32	36.32	36.82
Security												
Security Officer	23.78	24.26	24.75	25.25	25.76	26.28	26.81	27.35	27.60	28.10	29.10	29.60
Parking Officer	21.41	21.84	22.28	22.73	23.18	23.64	24.11	24.59	24.84	25.34	26.34	26.84
Information Services												
Computer Technician	33.48	34.15	34.83	35.53	36.24	36.96	37.70	38.45	38.70	39.20	40.20	40.70
Network Technician	38.90	39.68	40.47	41.28	42.11	42.95	43.81	44.69	44.94	45.44	46.44	46.94
Network Tech II/Tech Trainer	41.60	42.43	43.28	44.15	45.03	45.93	46.85	47.79	48.04	48.54	49.54	50.04
Network Tech III	44.49	45.38	46.29	47.22	48.18	49.12	50.10	51.10	51.35	51.85	52.85	53.35
Transportation												
Transportation Dispatcher	30.10	30.70	31.31	31.94	32.58	33.23	33.89	34.57	34.82	35.32	36.32	36.82
Bus Monitor	22.81	23.27	23.74	24.21	24.69	25.18	25.68	26.19	26.44	26.94	27.94	28.44
Bus Driver	30.45	31.06	31.68	32.31	32.96	33.62	34.29	34.98	35.23	35.73	36.73	37.23
Lifeskills/Choices Bus Driver	30.95	31.56	32.18	32.81	33.46	34.12	34.79	35.48	35.73	36.23	37.23	37.73
Router/Driver Trainer	33.31	33.98	34.66	35.35	36.06	36.78	37.52	38.27	38.52	39.02	40.02	40.52
Lead Mechanic	39.34	40.13	40.93	41.75	42.59	43.44	44.31	45.20	45.45	45.95	46.95	47.45
Mechanic	35.54	36.25	36.98	37.72	38.47	39.24	40.02	40.82	41.07	41.57	42.57	43.07
Professional Technical												
Career Specialist	30.72	31.33	31.96	32.60	33.25	33.92	34.60	35.29	35.54	36.04	37.04	37.54
Community Resources	30.15	30.75	31.37	32.00	32.64	33.29	33.96	34.64	34.89	35.39	36.39	36.89
Families in Transition Support Spec	30.15	30.75	31.37	32.00	32.64	33.29	33.96	34.64	34.89	35.39	36.39	36.89
COTA	33.48	34.15	34.83	35.53	36.24	36.96	37.70	38.45	38.70	39.20	40.20	40.70
SAP Coordinator	32.81	33.47	34.14	34.82	35.52	36.23	36.95	37.69	37.94	38.44	39.44	39.94
Preventionist/Interventionist	33.61	34.28	34.97	35.67	36.38	37.11	37.85	38.61	38.86	39.36	40.36	40.86
ATOD Preventionist	32.81	33.47	34.14	34.82	35.52	36.23	36.95	37.69	37.94	38.44	39.44	39.94

* Pay rate for those qualified under section 16.10

Employees who change crafts and have 12 or more years continuous service also receive longevity at 12, 15, 20, and 25 years.



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APPENDIX A
SECRETARIAL/CLERICAL POSITIONS BY LEVEL

Office Assistant

Clerical Level 1

Data Processor - OHHS
Learning Plan & Assessment Coordinator
Nurse Support Secretary
Receptionist/Secretary (OHHS)

Clerical Level 2

ASC Communications Secretary/Receptionist
ASC Human Resources Secretary/Receptionist
Attendance Secretary - OHHS
Counseling Receptionist/Secretary - OHHS
Data Processor/Attendance Secretary - OHI
District Truancy Coordinator
Home Connection Support Office Secretary
Human Resources Secretary
Information and Facilities Support Secretary
Information Services Support Assistant
MS Data Processor
T&L Hi-Cap Grant Support Secretary
T&L Hi-Cap Testing Support Coordinator
Transportation Secretary Assistant

Clerical Level 3

Associate Principal's Secretary
Midway Secretary
Registrar - OHHS
Registrar/Data Processor - ALE (OHVA)
Substitute Specialist Secretary

Clerical Level 4

ASB Bookkeeper - OHHS
Athletic Director's Secretary
Bookkeeper - Intermediate/Middle School
Career & Tech Education Director's Secretary
Construction Secretary
Facilities Department Secretary
High School Cashier Secretary
Principal's Secretary - Elementary
Principal's Secretary - Intermediate School
Principal's Secretary - Middle School
Principal's Secretary - High School
Science Center Secretary
Special Programs Director Secretary
Special Programs Secretary - HIH
Special Programs Secretary – Federal Programs
Teaching & Learning Secretary
Teaching & Learning Data/Grants Secretary

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF OAK HARBOR CHAPTER #821 AND THE OAK HARBOR SCHOOL DISTRICT #201. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

For the 2024-2025 School Year, the District plans to reduce Instructional Assistant positions across the District.

The Parties agree to the following process for how Instructional Assistants will be assigned once positions are eliminated and employees are laid off in order to abide by the current Collective Bargaining Agreement (CBA):

1. The District has eliminated positions as deemed necessary to reduce the budget and continue operations for the 2024-2025 school year.
2. Once positions have been eliminated, the District will then lay off positions beginning from the bottom of the Instructional Assistant seniority list.
3. Instructional Assistants who have been laid off will be sent an electronic form by the District, via District email, in order to provide their preferences on all remaining Instructional Assistant assignments for the 2024-2025 school year. The District shall allow Instructional Assistants five (5) business days to complete their electronic forms. The employees will then be given assignments based on these preferences and by seniority hire date as per Article 9 of the current CBA. The Parties will endeavor to complete the process outlined above before the end of the 2023-2024 school year.

Should an Instructional Assistant not be interested in one of the remaining positions or should there not be any remaining positions to choose from, the Instructional Assistant, at their sole discretion, may choose to be placed on a re-employment list in accordance with Sections 9.9, 9.10, 9.11, and 9.12 of the current CBA. All Instructional Assistants without assignments in the 2024-2025 school year will automatically be placed on the re-employment list.

All other RIFs/Layoffs will be done in accordance with Article 9 of the current CBA.

This Letter of Agreement will be effective upon signature and attached to the current CBA.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
OAK HARBOR CHAPTER #821

BY: Margaret Auldrott (Meg)
Meg Wolcott, Chapter Vice President

OAK HARBOR SCHOOL DISTRICT #201

BY: [Signature]
Michelle Kuss-Cybula, Superintendent

DATE: 5/30/24

DATE: May 29, 2024



OAK HARBOR SCHOOL DISTRICT
2024-2025 Schedule A

Steps	1	2	3	4	5	6	7	8	12	15	20	25	
Accounting Assistants													
1	Accounts Payable	34.90	35.60	36.31	37.04	37.78	38.54	39.31	40.10	40.35	40.85	41.85	42.60
2	Accounts Rec/Payroll	34.91	35.61	36.32	37.05	37.79	38.55	39.32	40.11	40.36	40.86	41.86	42.61
55	Lead Payroll	41.41	42.24	43.08	43.94	44.82	45.72	46.63	47.56	47.81	48.31	49.31	50.06
3	Payroll	38.66	39.43	40.22	41.02	41.84	42.68	43.53	44.40	44.65	45.15	46.15	46.90
Custodial													
4	Head Custodian	36.21	36.93	37.67	38.42	39.19	39.97	40.77	41.59	41.84	42.34	43.34	44.09
5	Custodian	29.91	30.51	31.12	31.74	32.37	33.02	33.68	34.35	34.60	35.10	36.10	36.85
6	Stadium/Field Coordinator	36.21	36.93	37.67	38.42	39.19	39.97	40.77	41.59	41.84	42.34	43.34	44.09
7	SUB Coordinator	36.21	36.93	37.67	38.42	39.19	39.97	40.77	41.59	41.84	42.34	43.34	44.09
Warehouse													
8	Warehouse	31.61	32.24	32.88	33.54	34.21	34.89	35.59	36.30	36.55	37.05	38.05	38.80
9	Delivery	25.99	26.51	27.04	27.58	28.13	28.69	29.26	29.85	30.10	30.60	31.60	32.35
10	Science Center Clerk	21.88	22.32	22.77	23.23	23.69	24.16	24.64	25.13	25.38	25.88	26.88	27.63
Food Service													
11	Lead Cook	28.49	29.06	29.64	30.23	30.83	31.45	32.08	32.72	32.97	33.47	34.47	35.22
12	Food Service Worker	23.85	24.33	24.82	25.32	25.83	26.35	26.88	27.42	27.67	28.17	29.17	29.92
Grounds													
13	Lead Groundskeeper	38.91	39.69	40.48	41.29	42.12	42.96	43.82	44.70	44.95	45.45	46.45	47.20
14	Groundskeeper	36.39	37.12	37.86	38.62	39.39	40.18	40.98	41.80	42.05	42.55	43.55	44.30
54	Groundskeeper Maintenance	37.11	37.85	38.61	39.38	40.17	40.97	41.79	42.63	42.88	43.38	44.38	45.13
Instructional Assistants													
15	Lunchroom Supervisor	22.62	23.07	23.53	24.00	24.48	24.97	25.47	25.98	26.23	26.73	27.73	28.48
18	Para Educator	25.06	25.56	26.07	26.59	27.12	27.66	28.21	28.77	29.02	29.52	30.52	31.27
58	Hand In Hand Para	25.56	26.06	26.57	27.09	27.62	28.16	28.71	29.27	29.52	30.02	31.02	31.77
53	Life Skills/Choices/Access Para	26.06	26.56	27.07	27.59	28.12	28.66	29.21	29.77	30.02	30.52	31.52	32.27
20	Library Tech/ISS	25.82	26.34	26.87	27.41	27.96	28.52	29.09	29.67	29.92	30.42	31.42	32.17
21	CDS Assistants	27.01	27.55	28.10	28.66	29.23	29.81	30.41	31.02	31.27	31.77	32.77	33.52
22	Vision Assistants	24.82	25.32	25.83	26.35	26.88	27.42	27.97	28.53	28.78	29.28	30.28	31.03
23	Interpreter	25.99	26.51	27.04	27.58	28.13	28.69	29.26	29.85	30.10	30.60	31.60	32.35
Maintenance													
24	Carpenter/Locksmith	38.76	39.54	40.33	41.14	41.96	42.80	43.66	44.53	44.78	45.28	46.28	47.03
25	Painter	35.59	36.30	37.03	37.77	38.53	39.30	40.09	40.89	41.14	41.64	42.64	43.39
26	Electrician	41.77	42.61	43.46	44.33	45.22	46.12	47.04	47.98	48.23	48.73	49.73	50.48
27	Plumber/Boiler	41.77	42.61	43.46	44.33	45.22	46.12	47.04	47.98	48.23	48.73	49.73	50.48
28	H VAC Manager	41.77	42.61	43.46	44.33	45.22	46.12	47.04	47.98	48.23	48.73	49.73	50.48
29	General Maintenance	36.59	37.32	38.07	38.83	39.61	40.40	41.21	42.03	42.28	42.78	43.78	44.53
Secretarial/Clerical													
16	Office Assistant	26.99	27.53	28.08	28.64	29.21	29.79	30.39	31.00	31.25	31.75	32.75	33.50
30	Level 1	27.92	28.48	29.05	29.63	30.22	30.82	31.44	32.07	32.32	32.82	33.82	34.57
31	Level 2	28.93	29.51	30.10	30.70	31.31	31.94	32.58	33.23	33.48	33.98	34.98	35.73
32	Level 3	30.68	31.29	31.92	32.56	33.21	33.87	34.55	35.24	35.49	35.99	36.99	37.74
33	Level 4	31.56	32.19	32.83	33.49	34.16	34.84	35.54	36.25	36.50	37.00	38.00	38.75
Security													
34	Security Officer	24.93	25.43	25.94	26.46	26.99	27.53	28.08	28.64	28.89	29.39	30.39	31.14
35	Parking Officer	22.45	22.90	23.36	23.83	24.31	24.80	25.30	25.81	26.06	26.56	27.56	28.31
Information Services													
37	Computer Technician	36.19	36.91	37.65	38.40	39.17	39.95	40.75	41.57	41.82	42.32	43.32	44.07
38	Network Technician	40.79	41.61	42.44	43.29	44.16	45.04	45.94	46.86	47.11	47.61	48.61	49.36
39	Network Tech II/Tech Trainer	43.62	44.49	45.38	46.29	47.22	48.16	49.12	50.10	50.35	50.85	51.85	52.60
59	Network Tech III	46.64	47.57	48.52	49.49	50.48	51.49	52.52	53.57	53.82	54.32	55.32	56.07
Transportation													
40	Transportation Dispatcher	31.56	32.19	32.83	33.49	34.16	34.84	35.54	36.25	36.50	37.00	38.00	38.75
60	Bus Monitor	23.91	24.39	24.88	25.38	25.89	26.41	26.94	27.48	27.73	28.23	29.23	29.98
41	Bus Driver	31.92	32.56	33.21	33.87	34.55	35.24	35.94	36.66	36.91	37.41	38.41	39.16
61	SPED Bus Driver	32.92	33.56	34.21	34.87	35.55	36.24	36.94	37.66	37.91	38.41	39.41	40.16
42	Router/Driver Trainer	34.93	35.63	36.34	37.07	37.81	38.57	39.34	40.13	40.38	40.88	41.88	42.63
43	Lead Mechanic	41.24	42.06	42.90	43.76	44.64	45.53	46.44	47.37	47.62	48.12	49.12	49.87
44	Mechanic	37.26	38.01	38.77	39.55	40.34	41.15	41.97	42.81	43.06	43.56	44.56	45.31
Professional Technical													
45	Career Specialist	32.21	32.85	33.51	34.18	34.86	35.56	36.27	37.00	37.25	37.75	38.75	39.50
46	Community Resources	31.61	32.24	32.88	33.54	34.21	34.89	35.59	36.30	36.55	37.05	38.05	38.80
47	Families in Transition Support Spec	31.61	32.24	32.88	33.54	34.21	34.89	35.59	36.30	36.55	37.05	38.05	38.80
48	COTA	35.36	36.07	36.79	37.53	38.28	39.05	39.83	40.63	40.88	41.38	42.38	43.13
49	SAP Coordinator	34.40	35.09	35.79	36.51	37.24	37.98	38.74	39.51	39.76	40.26	41.26	42.01
50	Preventionist/Interventionist	36.38	37.11	37.85	38.61	39.38	40.17	40.97	41.79	42.04	42.54	43.54	44.29
51	ATOD Preventionist	34.40	35.09	35.79	36.51	37.24	37.98	38.74	39.51	39.76	40.26	41.26	42.01

Employees who change crafts and have 12 or more years continuous service also receive longevity at 12, 15, 20, and 25 years.

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF OAK HARBOR CHAPTER #821 AND THE OAK HARBOR SCHOOL DISTRICT #201. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The District is committed to using the District fleet and District drivers whenever feasible. All trips that require a bus, as per the conditions below, must be posted for open bid to all bus drivers for five (5) working days. Should a trip of an unforeseen nature need to be posted for less than five (5) working days, it will still be posted for open bid.

Employees may use District vehicles to transport students to special events when the employee is in full compliance with federal and state rules and regulations and District policies and procedures. A school may use up to two (2) vans at a time to transport ten (10) or fewer students for student-related activities with the exceptions stated below.

If more than ten (10) students are on a trip, then a bus will be scheduled for the trip unless the use of additional vans is agreed to by the Association transportation trustee. Should a third van be utilized, it will be driven by a PSE represented bus driver unless otherwise agreed to by the Association Transportation Trustee and the Transportation Director.

This Letter of Agreement shall become effective upon signature and shall sunset on August 31, 2026. The fully executed LOA shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

OAK HARBOR CHAPTER #821

BY: Margaret Audblott
Meg Wolcott, Chapter Vice President

OAK HARBOR SCHOOL DISTRICT #201

BY: [Signature]
Dr. Michelle Kuss-Cybula, Superintendent

DATE: 4/16/2025

DATE: 4.16.2025

