

COLLECTIVE BARGAINING AGREEMENT BETWEEN
OAKVILLE SCHOOL DISTRICT #400
AND
PUBLIC SCHOOL EMPLOYEES OF OAKVILLE

SEPTEMBER 1, 2024 - AUGUST 31, 2027



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

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

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P R E A M B L E

This agreement is made and entered into between Oakville School District Number 400 (hereinafter "District" or "Employer") and the Oakville School District local chapter of Public School Employees of Washington (hereinafter "Association"), an affiliate of the Public School Employees of Washington/SEIU Local 1948 state organization.

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

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ARTICLE I

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RECOGNITION AND COVERAGE OF AGREEMENT

43

Section 1.1.

44 The District hereby recognizes the Association as the exclusive representative of all employees in the
45 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of
46 representing the interests of all such employees.
47
48



1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
4 board of directors or superintendent of the District pursuant to RCW 41.56.030 (12).

5
6 **Section 1.3.**

7 The bargaining unit to which this agreement is applicable is as follows: all employees of the District
8 performing work as classified employees except the District Administrative Assistant, Business
9 Manager and coaches.

10
11 **Section 1.4.**

12 All substitute employees who have worked thirty (30) accumulative days in the previous 12 month
13 rolling lookback period, and who continue to be available for employment as substitutes shall be
14 included in the bargaining unit. Substitutes will be eligible for union membership as soon as they are
15 eligible for SEBB. The only provisions of the agreement which apply to bargaining unit substitutes
16 are: Section 6.2; the hourly rate for the appropriate position paid on Schedule A for all hours worked;
17 Section 19.1, membership; and Article XX, Grievance Procedure. The provisions stated in this
18 subsection shall be the sole provisions of the agreement applicable to bargaining unit substitutes.

19
20 **Section 1.5.**

21 A temporary employee is an individual who has been hired for a maximum of ninety (90) consecutive
22 calendar days. Such duration of employment will be stated by the District at the time the employment
23 commences. Temporary employees shall be subject to all provisions of this agreement upon being
24 hired as a temporary employee; except, Article VIII, Section 9.1.2, Article X, Article XI, Article XII,
25 Article XV and Article XVI. Temporary employees shall have rights under this agreement only as
26 described in this section. Existing employees granted assignment to temporary positions, as defined in
27 this section, shall have full coverage under the agreement and return rights consistent with Section 10.2
28 of the agreement.

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30 Employees who are hired for regular positions after temporary assignments will be granted seniority
31 from the beginning of the temporary assignments.

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35 **ARTICLE II**

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37 **RIGHTS OF THE EMPLOYER**

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39 **Section 2.1.**

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



1 **Section 2.2.**

2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
3 District. In making rules and regulations relating to personnel policies, procedures and practices, and
4 matters of working conditions, the District shall give due regard and consideration to the rights of the
5 Association and the employees and to the obligations imposed by this agreement.
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9 **ARTICLE III**

10 **RIGHTS OF EMPLOYEES**

11 **Section 3.1.**

12 It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in
13 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
14 Association. The freedom of such employees to assist the Association shall be recognized as
15 extending to participation in the management of the Association, including presentation of the views of
16 the Association to the board of directors of the District or any other governmental body, group or
17 individual. The District shall neither encourage nor discourage membership in any employee
18 organization.
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21

22 **Section 3.2.**

23 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
24 Association representatives and/or appropriate officials of the District.
25

26 **Section 3.3.**

27 Employees subject to this agreement have the right to have Association representatives present at
28 disciplinary discussions; included are investigatory interviews when an employee reasonably believes
29 that discipline could result. This right of representation shall not unreasonably delay any such
30 disciplinary discussion.
31

32 **Section 3.4.**

33 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
34 District administrative office. Each employee shall have the right upon request, and after making an
35 appointment for that purpose, to review the contents of his/her District personnel file maintained at the
36 District office. During the review employees shall be allowed to copy any material therein and shall be
37 permitted to make a written inventory of material there, and, on request, have such inventory signed
38 and dated by a representative of the administration.
39

40 No performance related material shall be placed in the employee's personnel file unless said material
41 has been shown to the employee and the employee has been given an opportunity to sign the material,
42 indicating that the employee has received a copy of said material. All derogatory material, except
43 evaluations and material regarding allegations of criminal misconduct, contained in the file may be
44 removed on request of the employee after eighteen (18) months without like violations. However, an
45 employee may by written request to the superintendent, petition for material in his/her file to be
46 removed earlier. An employee may attach comments to any material that is a part of the personnel file.
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1 **Section 3.5.**

2 Security/video cameras may be used in the workplace to maintain the health, safety and security of
3 staff, students, the community and property, but not for the general purpose of evaluating or
4 monitoring employee performance. Security/video cameras are used on District property, such as
5 common areas including hallways, parking lots, commons, stadiums and District vehicles. Other
6 cameras may be placed in schools to record student events or classroom lessons. Video recordings
7 may be shared with law enforcement personnel to assist in the investigation of criminal behavior.
8 Employees will be notified when and where a security/video camera is in their workplace. The District
9 shall only use camera video footage for discipline in specific incidents of misconduct consistent with
10 the provisions of this agreement. If security/video camera recordings are used in the discipline of an
11 employee, the employee may review the recording(s) upon request to the District. The District will not
12 engage in suspicionless viewing of video recordings. Video and audio recordings shall be used only in
13 accordance with applicable State and Federal laws. As per RCW 9.73.030, no private conversation
14 will be audio recorded without the consent of all parties present in the private conversation. Drivers
15 shall have the right to review the recorded recording for their bus(es) after making an appointment for
16 such purposes with the transportation supervisor.
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20 **ARTICLE IV**

21 **RIGHTS OF THE ASSOCIATION**

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24 **Section 4.1.**

25 The Association has the right and responsibility to represent the interests of all employees in the
26 bargaining unit; to present their views to the District on matters of concern, either orally or in writing;
27 and to enter collective negotiations with the object of reaching an agreement applicable to all
28 employees within the bargaining unit.
29

30 **Section 4.2.**

31 The Association shall promptly be notified by the District of any disciplinary actions of any employee
32 in the bargaining unit in accordance with the provisions of Articles XV and XX. The Association is
33 entitled to have an observer at hearings conducted by any District official or body arising out of
34 grievance and to make known the Association's views concerning the case.
35

36 **Section 4.3.**

37 The name, date of hire, contact information (including personal email and cell phone number),
38 employment and salary information as outlined in RCW 41.56.035 shall be provided by the District
39 within 21 business days from the date of hire for a newly hired employee, and every 120 business days
40 for all employees in the bargaining unit. Such information shall be regularly emailed to the state PSE
41 office.
42

43 **Section 4.4.**

44 The Association reserves and retains the right to delegate any right or duty contained herein, within the
45 scope of statute, to appropriate officials of the Public School Employees of Washington / SEIU Local
46 1948 state organization.
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1 **Section 4.5.**

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

6
7 **Section 4.6. Association Communication.**

8 The Association shall have reasonable right to use equipment for making copies and for
9 communication with its membership including the use of school mail, school mailboxes, and school
10 email to disseminate association material.

11
12 **Section 4.7. Mutual Scheduling, District and Association.**

13 Representatives duly Authorized by the Association shall be permitted to request to conduct
14 Association business, on District property at reasonable times that do not overly burden or require a
15 hardship on district business in terms of quantity or classification of personnel stepping away from
16 normal duties based on the work needed to be completed. PSE requests must be made to the
17 Superintendent with a minimum of 24-hour notice. This notice may be waived in emergency situations.

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21 **ARTICLE V**

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23 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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25 **Section 5.1.**

26 It is agreed and understood that matters appropriate for consultation and negotiation between the
27 District and the Association are policies, programs, and procedures relating to or affecting hours,
28 wages, grievance procedures and general working conditions of employees in the bargaining unit
29 subject to this agreement.

30
31 **Section 5.2.**

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

35
36 **Section 5.3.**

37 The Association will designate a conference committee of three (3) members who will meet with the
38 superintendent of the District or the superintendent’s designee on a mutually agreeable regular basis to
39 discuss appropriate matters.



ARTICLE VI
HOURS OF WORK

Section 6.1.

The normal workweek shall consist of five (5) consecutive days followed by two (2) consecutive days of rest.

Section 6.2.

The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties, plus paid rest periods and a duty free uninterrupted lunch period as follows:

- | | |
|-------------------------------------|---|
| 1. Up to 4 hours per day work shift | One (1) fifteen (15) minute paid rest period |
| 2. 5 - 8 hours per day work shift | One (1) half-hour lunch period |
| 3. Over 4 hours per day work shift | A second fifteen (15) minute paid rest period |

Eight (8) hour employees may, upon approval of the District, schedule the lunch period specified above up to a total of sixty (60) minutes per day.

Section 6.3.

Each employee shall be assigned to a definite and regular shift and workweek. Start and stop times shall not be permanently changed without prior notice to the employee of two (2) calendar weeks and fall under Section 18.2. Daily duty adjustments may be made with 24 hour notice based on student need and supervisor direction. This notice may be waived by the employee, provided the district notifies the Union.

Section 6.4.

Employees requested to perform the work of or work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification.

Section 6.5.

Classified employees presently employed will be used to fill all job assignments within their respective subunits, unless no qualified employee of a needed classification is available; provided that, no employee may bid on an added position which would result in their working in excess of forty (40) hours per week.

Section 6.6.

Special service shall be defined as any and all work, noncontiguous with regular daily work shifts or on an employee's day of rest (except transportation extra trips). Employees performing special services shall be compensated for a minimum of one (1) hour and for all succeeding hours worked at overtime rates.



1 **Section 6.7.**

2 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
3 District will make every effort to notify each employee to refrain from coming to work. Employees
4 reporting to work shall receive a minimum of one (1) hour pay at base rate in the event of such a
5 closure; provided, however, no employee shall be entitled to any such compensation in the event they
6 have been actually notified by the District of the closure prior to leaving home for work.
7

8 In the event school(s) are closed or have a late start time due to weather conditions, employees with an
9 annual assignment of two hundred sixty (260) days will be expected to arrive at school as close to the
10 regular workday start time as is safe. Such employees may use vacation days, personal leave or leave
11 without pay if they do not report to work or work less than their scheduled hours because of inclement
12 weather. If the District is closed 12-month employees may additionally use emergency leave under
13 Section 9.1.1. Employees also may use flex time in accordance with normal District procedures when
14 approved by the supervisor.
15

16 In the event school(s) is closed due to inclement weather, employees assigned less than two hundred
17 sixty (260) days shall not report to school, and shall make-up the day along with the students. In the
18 event school(s) have a late start time due to weather conditions, employees with an annual assignment
19 of less than two hundred sixty (260) days will be expected to arrive at school as close to the regular
20 workday start time as is safe. Such employees may use personal leave, leave without pay (when
21 personal time is exhausted), or flex time when approved by the supervisor if they do not report to work
22 or work less than their scheduled hours because of inclement weather.
23

24 On late-start or early dismissal days, unrelated to inclement weather, classified personnel shall work
25 their assigned schedule and perform duties consistent with their regular rate of pay. If requested by the
26 employee and approved in advance, unpaid leave may be granted to allow an employee to work only
27 those hours of their assigned schedule that students are present without the employee being required to
28 exhaust all paid leave. Employees also may request use of compensatory time in accordance with
29 District procedures when approved by the supervisor.
30

31 If a PSE Non-260 Day employee chooses to leave after student dismissal on early release days, it will
32 be allowable as FLEX time for other events where the employee will work past their normal work
33 time.
34

35 The Employee will work with their supervisor and develop a plan for the year on these dates for how
36 they will compensate the time by October 1 of the current year.
37

38 Here are some allowable things that would be used (with admin/supervisor permission) to trade for
39 leaving after student dismissal on early release days (not an exhaustive list):

- 40 • Helping with supervision, clock, concessions, gate or other responsibility at athletic events
 - 41 • Helping supervise at music events
 - 42 • Helping set up/tear down at an athletic banquet
 - 43 • Helping with evening conferences
 - 44 • Helping with dances or other school activity
 - 45 • Some sort of special project that helps out the school
 - 46 • Attend staff meetings, professional development, and PLCs outside normal work hours
- 47
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1 Additional flex time can be granted by the administrator or supervisor on a case-by-case basis. Any
2 flex time not used by June 30 will be converted to leave, vacation (if applicable) or leave without pay.
3 Any flex time not used by June 30 will not be carried forward to the following year. Anytime flex
4 time runs in the negative, the employee has 30 days to reconcile those hours with their supervisor. At
5 the time of annual evaluation, the employee and their supervisor will develop a plan to zero out flex
6 time by June 30.

7
8 The employee will fill out the COMP / FLEX TIME REQUEST FORM. The District will create a
9 tracking sheet for each event available for FLEX time by department.

10
11 **Section 6.8.**

12 The minimum time scheduled for any classified employee's total scheduled hours will be two (2)
13 hours. If the total scheduled hours per day falls short of two (2) hours, the minimum of two (2) hours
14 wages shall be paid (per call).

15
16 **Section 6.9.**

17 The District agrees that prior to filling any temporary positions or hours the Association shall be
18 provided with a list of job openings at least five (5) business days prior to the said break or said
19 assignment. Current bargaining members will receive first consideration if qualified for posted
20 temporary additional positions in their same titled positions.

21
22 **Section 6.10.**

23 Inspection trips shall be considered an extra or bonus trip and paid as any other assignment. Any
24 inspection trip will be assigned by the transportation supervisor.

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28 **ARTICLE VII**

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30 **OVERTIME**

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32 **Section 7.1.**

33 "Overtime pay" or "overtime rate" as referred to in this contract shall be an hourly pay rate equal to
34 one and one-half (1½) times an employee's regular hourly wage. All overtime must have
35 administration or designee preapproval.

36
37 **Section 7.2.**

38 Any employee working more than forty (40) hours per week shall be compensated for all such time at
39 the overtime rate.



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ARTICLE VIII

HOLIDAYS

Section 8.1.

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

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

Section 8.2.

If one of the above holidays falls on a weekend, the employee shall be given one day's pay at their base rate. If it falls during employee's vacation, employee shall be entitled to an additional vacation day.

Section 8.3. Holiday Overtime.

Employees directed to work on a holiday shall receive time and a half for all hours worked.

ARTICLE IX

SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE

Section 9.1.

Each employee shall accumulate paid leave entitlement for absence due to illness, injury or emergency (sick leave) as follows. Employees who work eight (8) hours per day for at least one hundred eighty (180) regularly scheduled days per year (i.e., the student calendar) shall receive ninety-six (96) hours per year. Other employees working the same calendar shall receive their pro rata share of 96 hours. For example, a seven (7) hour, 180-day paraeducator shall receive 84 hours (7/8 of 96 hours). Employees beginning service during the school year shall receive prorated entitlement based on the percentage of 180 days remaining when they begin service. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year.

Sick leave may be accumulated to a maximum of the legal limit pursuant to RCW 28A.400.300(1)(b)(v). Sick leave benefits shall be paid on the basis of the base hourly rate applicable to the employee's normal daily work shift; provided, however, should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with their normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.



1 **Section 9.1.1.**

2 Up to five (5) days per year of the above leave may be used for emergency leave when the
3 following conditions exist.
4

- 5 A. The problem must have been suddenly precipitated and be of such a nature that pre-
6 planning is not possible or could not relieve the necessity for the employee's absence.
7
- 8 B. The problem cannot be of minor importance or of mere convenience, but must be of a
9 serious nature.
10
- 11 C. Emergency leave shall not be available if other leaves apply to the situation.
12
- 13 D. Emergency leave will not be granted for reasons associated with earning extra
14 compensation.
15

16 A written application for emergency leave should be presented to the District office in advance,
17 if possible, but in no case later than the day the employee returns to work.
18

19 **Section 9.1.2. Sick Leave Attendance Incentive Program.**

- 20
- 21 A. In January of the year following any year in which a minimum of sixty (60) days of leave
22 for illness or injury is accrued, and each January thereafter, any eligible employee may
23 exercise an option to receive remuneration for unused leave for illness or injury
24 accumulated in the previous year at a rate equal to one (1) day's monetary compensation of
25 the employee for each four (4) full days of accrued leave for illness or injury in excess of
26 sixty (60) days. Leave for illness or injury for which compensation has been received shall
27 be deducted from accrued leave for illness or injury at the rate of four (4) days for every
28 one (1) day's monetary compensation, except that: illness or injury leave accumulated in
29 excess of one hundred eighty (180) days shall not be eligible for remuneration.
30
- 31 B. At the time of separation from school district employment, pursuant to the provisions of
32 RCW 28A.400.210, an eligible employee or the employee's estate shall receive
33 remuneration at a rate equal to one (1) day's current monetary compensation for each four
34 (4) full days accrued leave for illness or injury to a maximum of forty-five (45) days
35 remuneration.
36

37 For the purposes of this Section, “eligible employee” means (a) employees who separate from
38 employment due to retirement or death; (b) employees who separate from employment and are
39 at least age fifty-five (55) and have at least ten (10) years of service under the Washington
40 school employees’ retirement system plan three (3) as defined in RCW 41.32.010 (25) or
41 employees who separate from employment and who are at least fifty-five (55) and have at least
42 fifteen (15) years of service under the Washington school retirement system plan two (2) as
43 defined in RCW 41.35 .010 (24) or under the public employees system plan two (2) as defined
44 in RCW 41.40.010 (28).
45

46 Note: RCW 41.35.010 was amended by 2001 c180s 3, changing subsections (30) and (31) to subsections (29) and (30) respectively.
47



1 **Section 9.1.3.**

2 Sick leave may be utilized to care for a child of the employee under the age of eighteen with a
3 health condition that requires treatment or supervision as required by the provisions of
4 RCW 49.12.270. The District may require verification of illness by the employee's personal
5 physician. Such leave shall not be considered emergency leave as per Section 9.1.1 of the
6 agreement.

7
8 **Section 9.1.4.**

9 In the event employees are absent for reasons which are covered by industrial insurance, to the
10 extent an employee has accumulated sick leave, the District shall pay the employee up to the
11 amount the employee would normally earn, at the option of the employee. A deduction shall be
12 made from the employee's accumulated sick leave in accordance with the amount paid to the
13 employee by the District.

14
15 **Section 9.1.5. Donating Sick Leave.**

16 Pursuant to Chapter 392-136A-035 WAC employees shall be allowed to donate accrued sick
17 leave.

18
19 **Section 9.1.5.1. Leave Donation Program.**

20 Employees may participate in the District's shared leave program with leave donation
21 and superintendent (or designee) approval and leave awards governed by Chapter 392-
22 136A WAC.

23
24 **Section 9.2. Bereavement Leave.**

25 Each employee shall be entitled up to five (5) days leave with pay for absence caused by death to an
26 employee's immediate family defined as child, grandchild, spouse, parent, step-parent, grandparent,
27 sibling, or parent-in-law. Bereavement leave shall not be deducted from sick leave. Bereavement leave
28 is noncumulative.

29
30 **Section 9.2.1.**

31 Each employee shall be entitled up to three days leave with pay for absence caused by death to
32 an employee relative; aunt, uncle, cousin, foster parent, foster child or anyone living in
33 employee residence at the time of death. Employees shall also be able to utilize this leave in
34 the event of a death of a current or former student with administrative/director prior approval.
35 Additional days may be granted with administrations approval where extensive travel is
36 necessary.

37
38 **Section 9.3. Personal Leave.**

39 Each employee shall be entitled to three (3) days personal leave paid per year, cumulative to a total of
40 five (5) days. Personal leave is neither sick leave nor bereavement leave.

41
42 **Section 9.3.1. Personal Leave Buyout.**

43 Unused excess personal leave days will be cashed out in July at the employees regular rate of
44 pay on Schedule A. Excess days would be any days that cannot be carried over.



1 **Section 9.4. Family Medical Leave.**

2 Eligible employees who have worked for the District at least one year and for at least 1,250 hours in
3 the preceding twelve (12) months are entitled to twelve (12) workweeks of FMLA leave during any
4 twelve (12) month period to:

- 5
- 6 A. Care for a newborn child, an adopted child of the employee who is under the age of
7 eighteen at the time of placement for adoption, or a newly placed foster child; or
8
- 9 B. Care for a spouse, parent or child of the employee who has a serious health condition, or the
10 employee may obtain leave for a personal health condition if it renders the employee unable
11 to perform his or her job; or
12
- 13 C. Respond to a qualifying exigency occurring because the employee’s spouse, son or
14 daughter, or parent is on military active duty or has been notified of pending active duty in
15 support of contingency operation. Employees should consult with the District to determine
16 whether or not their circumstances constitute a qualifying exigency and they are eligible for
17 this form of leave.
18

19 **Section 9.5. Paid Family Medical Leave.**

20 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington
21 State Family and Medical Leave and Insurance Act. Paid sick leave is a supplemental benefit and
22 employees on PFML may use sick leave to supplement the compensation received from the PFML
23 program up to their regular salary. Use will be on a half or full day basis.
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27 **ARTICLE X**

28 **LEAVE OF ABSENCE**

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31 **Section 10.1.**

32 Upon recommendation of the immediate supervisor through administrative channels to the
33 superintendent, and upon approval of the board of directors, an employee may be granted an extended
34 leave of absence for a period not to exceed one (1) year.
35

36 **Section 10.2.**

37 The returning employee will be assigned to the identical position occupied before the leave of absence.
38 However, if the identical position held immediately prior to the leave of absence has been eliminated,
39 the returning employee shall be assigned to a position equivalent in duties and salary to that held at the
40 time the leave of absence was approved. This section shall be subordinate to Article XII, Seniority, so
41 that the employee returning from a leave of absence will be reinstated as described above unless a
42 reduction in force would cause a more senior employee to have a superior right to the position in
43 question.
44

45 **Section 10.3.**

46 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave
47 of absence. Vacation credits, seniority and sick leave shall not accrue while an employee is on leave of
48 absence.



1 **Section 10.4.**

2 Leave replacement employees shall be informed prior to employment as to the nature of the position.
3 Leave replacement employees shall be subject to all provisions of this agreement; except, such
4 employees shall not be covered by Section 12.5 of the agreement.
5
6
7

8 **ARTICLE XI**

9
10 **VACATIONS**

11
12 **Section 11.1.**

13 Only 260-day employees accrue vacation. Upon completion of the first (1st) year of service with the
14 school district, each twelve (12) month employee shall be granted ten (10) days paid vacation per year.
15 Upon completion of the second (2nd) through fifth (5th) year of service each employee shall be granted
16 fifteen (15) days paid vacation per year. Six (6) through ten (10) years of service with the school
17 district, each employee shall be granted twenty (20) days paid vacation per year. Eleven (11) and over
18 years of service with the school district, each employee shall be granted twenty-five (25) days paid
19 vacation per year.
20
21
22

23 **ARTICLE XII**

24
25 **SENIORITY**

26
27 **Section 12.1.**

28 The seniority of an employee in the bargaining unit shall be established retroactive to the employee's
29 first workday for the District as a regular assigned employee (hereinafter called "hire date") following
30 successful completion of the employee's probationary period, unless such seniority shall be lost as
31 hereinafter provided. Seniority based on work in other like-positions in another district or field shall be
32 reviewed and approved by the Superintendent and documented verification of this work on a case by
33 case basis.
34

35 **Section 12.2.**

36 The seniority rights of an employee shall be lost for the following reasons.
37

- 38 A. Resignation;
- 39
- 40 B. Discharge for any reason contained in this agreement; or
- 41
- 42 C. Retirement.
- 43

44 **Section 12.3.**

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

- 46
- 47 A. Time lost by reason of industrial accident, industrial illness or jury duty;
- 48



1 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
2 United States;

3
4 C. Time spent on other authorized leaves of absence, not to exceed one (1) year; or

5
6 D. Involuntary layoff as defined in Section 12.8 of the agreement.
7

8 **Section 12.4.**

9 Seniority rights shall be effective within the general job classification. General job classification is
10 defined as a subunit within the bargaining unit, and shall include the following, without limitation.
11

12 1. Secretarial/Clerical/ParaEducator

13
14 2. Transportation

15
16 3. Food Service

17
18 4. Custodial/Building Maintenance/Grounds Maintenance
19

20 Preschool teacher's seniority will be excluded from seniority calculations for available preschool
21 positions or classification wide layoff if the preschool teacher retains required certifications for the
22 position.
23

24 **Section 12.5.**

25 The employee with the earliest hire date shall have preferential rights regarding shift selection and
26 vacation periods. Overtime hours will be assigned to the employee that normally holds the position for
27 which the overtime is needed. The employee with the earliest hire date shall have preferential rights
28 regarding filling of open job assignments, promotions and layoffs when ability and performance are
29 substantially equal with those individuals junior to him or her. Should no one with the classification
30 apply, employees in the bargaining unit but outside the classification will have preference to available
31 positions or hours based on bargaining unit seniority, if they are qualified. If the District determines
32 that seniority rights should not govern because a junior employee possesses ability and performance
33 substantially greater than a senior employee or senior employees, the District shall set forth in writing
34 to the employee or employees and the Association's grievance committee chairman its reasons why the
35 senior employee or employees have been bypassed.
36

37 **Section 12.5.1.**

38 Employees shall be given not less than thirty (30) calendar days notice in writing from the
39 District of a layoff. Any position which is reduced for one (1) hour per day or more for more
40 than twenty (20) consecutive work days shall be considered a layoff in accordance with Section
41 12.5 of the agreement.
42

43 **Section 12.6.**

44 An employee who changes job classifications within the bargaining unit shall retain the hire date in the
45 previous classification. It is also recognized that employees may work in multiple classifications and
46 hold multiple hire dates. Once an employee takes a regular position in another classification, that
47 employee is recognized as an employee in that classification and a potential substitute in the other
48 classifications(s) while still retaining their hire dates in all other worked classification(s). Employees

1 who are promoted by the District or who are voluntarily reassigned or transferred by the District shall
2 serve a sixty day "trial period" in the new position. During this trial period the employee shall have the
3 right to return to the position previously held and the District shall have the right to involuntarily
4 reassign, transfer or demote the employee to the position previously held.

5
6 **Section 12.7.**

7 The District shall publicize within the bargaining unit, by written posting for five (5) days, the
8 availability of open positions as soon as is feasible after the District is apprised of the opening. All
9 positions will contain a job description which is specific as to major duties, including supervisor and
10 job location.

11
12 **Section 12.8.**

13 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
14 District according to layoff ranking. Such employees shall be considered along with current
15 employees in filling an opening in the classification held immediately prior to layoff. Names shall
16 remain on the reemployment list for one (1) year.

17
18 **Section 12.9.**

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

21
22 **Section 12.10.**

23 An employee shall forfeit rights to reemployment as provided in Section 12.8 if the employee does not
24 comply with the requirements of Section 12.9, or if the employee does not respond to the offer of
25 reemployment within fifteen (15) days.

26
27 **Section 12.11.**

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

31
32
33
34 **ARTICLE XIII**
35
36 **PROBATIONARY PERIOD**
37

38 **Section 13.1.**

39 Each new hire with the exception of temporary employees covered under section 1.5, shall remain in a
40 probationary status for a period of forty-five (45) working days following the hire date. During this
41 probationary period, the District may discharge such employee at its pleasure.

42
43 **Section 13.2.**

44 At the end of the probationary period, the employee will be placed on regular employee status and be
45 subject to all rights and duties contained in this agreement retroactive to their hire date.

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ARTICLE XIV

NOTIFICATION TO NON-ANNUAL EMPLOYEES

Section 14.1.

This article is intended to be applicable to those employees whose duties necessarily imply less than 260 days work per year.

Section 14.2.

Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year. Exception is reduction in force.

Section 14.3.

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

ARTICLE XV

DISCHARGE OF EMPLOYEES

Section 15.1.

The District shall have the right to discipline and discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.

ARTICLE XVI

INSURANCE

Section 16.1. SEBB.

The District shall pay the state determined employer contribution for each eligible employee through the School Employees Benefits Board (SEBB) program under the rules and regulations adopted by the SEBB.

Section 16.2.

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

Section 16.3.

Medical exams or x-rays required by the District will be paid by the District.



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ARTICLE XVII

STAFF DEVELOPMENT

Section 17.1.

In order to achieve individual competence and quality work performance, the District recognizes its obligation to the professional development of the employee and agrees that each employee subject to this agreement shall be given adequate opportunities to develop his/her professional job skills and knowledge. The district will work to provide training for employees and seek input from the Association through the labor management process.

Section 17.2.

In the mutual interests of the District and the Association, the District shall cause funds to be available which may be used by employees subject to this agreement for the following purposes.

Section 17.2.1.

Salary in accordance with Schedule A for employees subject to this agreement to attend courses required by the employer or state regulations and recognized professional development courses within the state.

Section 17.2.2.

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

Section 17.2.3.

Purchase of recognized professional development courses from local, state, or national educational institutes which would improve the potential of employees subject to this agreement.

ARTICLE XVIII

POSITION DESCRIPTIONS

Section 18.1.

The District shall provide job descriptions for all positions subject to this agreement and shall provide amendments as they occur. Such descriptions shall be posted in a location by the Association.

Section 18.2.

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

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ARTICLE XIX

ASSOCIATION MEMBERSHIP AND DUES CHECKOFF

Section 19.1.

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

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

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

Section 19.1.1.

The District also shall deduct from the September paycheck (or other first full paycheck) for local chapter dues the amount specified by the Association in writing by September 10 each year. These funds shall be paid to the treasurer of the local Association.

Section 19.2

The district will provide the Association with access to new hires, pursuant to RCW 41.56.037 for the purpose of presenting information about the association to the new employee. As soon as possible after hire but in no case more than 30 days union representatives will be provided with access of ½ hour to new employees who will be paid for that time. Such access will be exclusively for access by union representative to new employees and not part of some other activity.

Section 19.3. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. The employee may revoke the request at any time. At least annually, the PSE state office will notify the employee about the right to revoke the request.



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ARTICLE XX

GRIEVANCE PROCEDURE

Section 20.1. Definition Of Grievance.

A grievance is an alleged misinterpretation or misapplication of the terms and provisions of this agreement. For purposes of this Article, “workday” is a day that the District office is open.

Section 20.2. Grievance Steps.

Section 20.2.1.

The employee shall first discuss the grievance with their immediate supervisor. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no further processing. At any point during the grievance procedure, the aggrieved may file a written notice to the superintendent terminating their grievance.

Section 20.2.2. Step 2. 1ST WRITTEN SUPERVISOR.

If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding subsection within fifteen (15) days of the employee bringing the grievance to the attention of their supervisor, the employee will have fifteen (15) days to reduce to writing a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to their immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. If the employee wishes, they may be accompanied by an Association representative at subsequent discussions or meetings. The parties will have fifteen (15) working days from submission of the written statement of grievance to resolve it. A written statement indicating the disposition of the grievance shall be furnished the aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate their grievance in writing within the fifteen (15) working days.

Section 20.2.3. Step 3. 2ND WRITTEN SUPERINTENDENT.

If no settlement has been reached within the fifteen (15) working days of submitting the grievance in writing referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) additional working days to the District superintendent or their designee. After such submission, the parties will have fifteen (15) working days to resolve the grievance. A written statement indicating the disposition of the grievance shall be furnished the aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate their grievance in writing.



1 **Section 20.2.4. Step 4. ARBITRATION.**

2 If no settlement has been reached within the fifteen (15) working days referred to in the
3 preceding subsection, and the Association believes the grievance to be valid, the employee may
4 demand arbitration of the grievance. Any grievance arising out of or relating to the
5 interpretation or application of this agreement shall be then submitted to arbitration under the
6 voluntary labor arbitration rules of the American Arbitration Association. The parties further
7 agree to accept the arbitrator’s award as final and binding upon them; provided, that the
8 arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.
9 The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited
10 in the grievance form.

11 **Powers of The Arbitrator**

12 It shall be the function of the arbitrator, and they shall be empowered except as their powers are
13 limited below, after the investigation, to make decisions in cases of alleged violation of the
14 specific articles and sections of this agreement.

- 15
16
17
18 1. They shall have no power to add to, subtract from, disregard, alter, or modify any of the
19 terms of this agreement.
20
21 2. They shall have no power to establish salary structures or change any salary index.
22
23 3. They shall have no power to change any practice, policy, or rule of the District board of
24 directors unless it is in conflict with the expressed terms of this agreement.
25
26
27

28 **ARTICLE XXI**

29 **SALARIES AND EMPLOYEE COMPENSATION**

30
31 **Section 21.1.**

32 Employees shall be compensated in accordance with the provisions of this agreement for all authorized
33 hours worked. Each employee shall receive an accounting and itemization of authorized deductions,
34 hours worked, and rates paid with each paycheck.
35
36

37 **Section 21.2.**

38 Salaries for employees subject to this agreement, during the term of this agreement, are as follows:

39
40 Effective September 1, 2024, for the 24-25 school year, Schedule A shall be increased by 5% and step
41 increases adjusted as reflected in Schedule A.
42

43 Effective September 1, 2025 Schedule A will be increased by 3% or IPD, whichever is greater.

44
45 Effective September 1, 2026 Schedule A will be increased by 3% or IPD, whichever is greater.
46
47
48



1 **Section 21.2.1.**

2 Movement on the salary schedule shall be effective September 1 of each year for each eligible
3 employee, provided that the employee was hired no later than February 1 of the previous fiscal
4 year.

5
6 **Section 21.2.2.**

7 Transfer, reclassification, promotion: the employee shall be placed at the lowest step that does
8 not cause a decrease in the employee's hourly rate. Employees who apply for a position in a
9 different job classification will be placed at the appropriate step within that job classification.

10
11 **SECTION 21.3. TRANSFER OF PREVIOUS EXPERIENCE.**

12 At the time of hire, the District may, with approval of the Superintendent, give credit on Schedule A
13 for comparable previous experience where such credits are not required by State Law. Pursuant to
14 RCW 28A.400.300 (2), employees transferring from a comparable position in another Washington
15 school district shall receive longevity placement on the wage schedule based on their experience in the
16 other district, but not seniority.

17
18 **Section 21.4. Procedure for Crediting In-District Substitute or temporary Experience:**

19 Employees who are hired as regular employees, after a period of service as a substitute/temporary for
20 Oakville School will be given credit for substitute/temporary service for initial placement on Schedule
21 A under the following guidelines:

- 22
23 1. The service as a substitute/temporary was within the same job classification as the regular
24 employment.
- 25
26 2. That the year(s) of service as a substitute/temporary be contiguous with their regular
27 employment.
- 28
29 3. To get a year of service credit, the employee must have begun employment as a
30 substitute/temporary on or before December 1 in the prior school year or current school
31 year. During the prior school year, or current school year, they must serve a minimum of
32 240 hours.
 - 33
34 a) For those employees who substituted in a 9-10 month position they must have been
35 employed as a substitute/temporary for at least 240 hours in the period of September
36 1 – August 31.
 - 37
38 b) For those employees who substitute/temporary in 260 day positions, they must have
39 been employed as a substitute/temporary for at least 777 hours in the period of
40 September 1– August 31.



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ARTICLE XXII

TERM

Section 22.1.

The term of this agreement shall be September 1, 2024 through August 31, 2027.

Section 22.2.

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

Section 22.3.

This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing, provided, however, that the Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

ARTICLE XXIII

EVALUATIONS

Section 23.1.

Each employee's performance shall be evaluated annually by the employee's immediate supervisor in conjunction with administrators. Performance evaluations shall fairly and accurately reflect each employee's actual duty performance. Evaluations will be completed by May 15 of each school year.

ARTICLE XXIV

TRANSPORTATION

Section 24.1.

Contracted Drivers shall receive one hour per week for purposes of washing the exterior of the bus and deep cleaning of the bus including but not limited to seats, windows, and floors and mopping of interior. Shifts within the transportation subunit shall be established by the District in relation to bus routes and time requisite to fulfilling tasks assigned by the supervisor of transportation. If there are thirty (30) minutes or less between assignments, an employee's shift shall continue uninterrupted. The transportation supervisor will provide the driver with tasks to perform to fill this time. Drivers shall receive, in addition to the above, thirty (30) minutes pay per day for the purpose of a fifteen (15) minute pre-trip inspection and a fifteen (15) minute post-trip inspection. Drivers who are responsible for pre- and post-tripping two (2) buses will receive forty-five (45) minutes per day (an additional fifteen [15] minute for pre and post trips). Drivers of cars/vans will receive fifteen (15) minute pre and post trip time.

1 **Section 24.2.**

2 All bus trips other than those required to complete daily scheduled bus routes shall be hereafter known
3 as extra trips, and shall be compensated at the appropriate base hourly rate for all driving time plus the
4 standby rate for all standby time, plus approved meals and lodging cost for overnight trips. A
5 minimum of two (2) hours base driving rate shall be paid per extra trips; provided that the standby rate
6 will not be paid for non-drive time compensated by this two hour minimum period. On overnight trips,
7 no standby time shall be paid for a period of up to twelve (12) hours per day designated for sleeping
8 and eating. Co-op service runs will not be considered extra trips for assignment purposes and will be
9 driven by the supervisor or a regular driver at the supervisor’s discretion depending on availability.
10 The minimum run time for co-op runs is 1.5 hours, unless driven by the supervisor as part of the
11 regular work day.

12
13 **Section 24.3. Extra Trip Assignments & Bidding Process.**

14 Extra trips shall be posted with full information and estimated length of trip on Friday afternoon and
15 remain posted through Wednesday the following week for drivers to bid on. These trips will take place
16 the week following when the bids close.

17
18 Bonus trips will be offered as they come up with 24 hours notice, if possible, and are bid day to day.

19
20 Eligible drivers will place their name in the box next to the trip for bidding. Drivers shall be awarded
21 trips based on a rotating bid roster and overtime status.

22
23 Contract drivers shall have priority over all other drivers.

24
25 At the start of the school year, the most Senior Contracted Driver shall be considered first. The driver
26 who is on the last trip of the list shall end the rotation and the next rotation will start with the next
27 driver in line.

28
29 If a Contracted Driver knows they will go into overtime status during the trip they must place “O/T”
30 behind their name on the bidding sheet. Drivers who will not be placed in overtime status will be
31 awarded the trip over an overtime status driver. In the case of all drivers bidding entering in overtime
32 status, the highest driver in the rotation shall be offered the extra trip.

33
34 Substitutes will be allowed to bid to drive extra trips for consideration if no Contracted Driver has bid
35 on the trip or a Contracted Driver has bid the trip in overtime status.

36
37 The same rules shall apply to substitutes regarding rotation and overtime status as for contracted
38 drivers.

39
40 If a Contracted Driver is awarded a trip and then that trip is subsequently cancelled, the Contract
41 Driver will have first option on the following weeks trips or they may bump a lower ranking driver
42 from a trip as long as that trip will not put them in overtime status.

43
44 If a Contracted Driver is unable to drive the trip they were awarded, they will forfeit that trip with no
45 change to bidding rotation.

46
47 The Transportation Director shall remove the bid sheet on Thursday morning to award the trips to
48 drivers following the rules of seniority and overtime.

1 In the event the Transportation Director is not able to assign extra trips in accordance with the above
2 provisions, the Transportation Director shall have the right to require employees to drive extra trips;
3 provided, that forced runs would be assigned in reverse seniority, when possible. No driver will be
4 required to drive an extra trip when the driver is ill or when the driver's absence is necessitated due to
5 illness in the driver's immediate family or serious emergency.

6
7 The Transportation Director shall post the driving roster for the following week Friday afternoon
8 before the end of the earliest ending route.

9
10 **Definitions:**

11
12 **Regular Trip:** Scheduled trips that are part of a driver's regularly scheduled route.

13
14 **Extra Trip:** Trips added based on student need and can be added to the schedule a week (or more) in
15 advance.

16
17 **Bonus Trip:** Trips added based on student need and are not able to be added to the schedule a week in
18 advance.

19
20 **Section 24.3.1. Driver Safety.**

21 When possible, drivers shall be notified of relevant medical status or conditions of an IEP for
22 students on their route. To ensure safety of the driver and other passengers, drivers shall be
23 made aware of safety concerns and behaviors of students when possible. Students with an IEP
24 or otherwise are required to have 1-on-1 supervision shall also have transportation as part of
25 their IEP.

26
27 **DRUG TESTING**

28
29 Mandatory testing for employees holding commercial driver's license as required under Federal
30 Highway Administration Rules on controlled substance use and testing shall be provided under the law
31 and as follows:

32
33 **Section 24.4.**

34 Refusal to submit to any required testing shall result in immediate termination.

35
36 **Section 24.5.**

37 In the case of reasonable suspicion testing, the employee will be permitted union representation
38 pursuant to the collective bargaining agreement, provided that such representation does not delay
39 testing.

40
41 **Section 24.6.**

42 Random, Post-Accident, and Reasonable Suspicion Testing.

43
44 **Section 24.6.1.**

45 A positive test for any of the prohibited drugs will result in immediate termination.

46
47 **Section 24.6.2.**

48 An alcohol test of .04 or higher will result in immediate termination.



1 **Section 24.6.3.**

2 An alcohol test reading of .02 but lower than .04 will result in an immediate 60 calendar day
3 unpaid suspension, an assessment and evaluation by an approved substance abuse professional,
4 full compliance with the assessment’s recommendations, return to work testing and follow-up
5 testing (after return to work) as recommended by the substance abuse professional and agreed
6 upon by the district. If any follow-up testing results in a .02 or above reading, termination of
7 employment will occur.

8
9 RCW reads:

10 Driving a commercial motor vehicle while the alcohol concentration in the person's system is
11 0.04 or more or any measurable amount of THC concentration, or driving a noncommercial
12 motor vehicle while the alcohol concentration in the person's system is 0.08 or more, or is 0.02
13 or more if the person is under age twenty-one, or with a THC concentration of 5.00 nanograms
14 per milliliter of whole blood or more, or a THC concentration above 0.00 if the person is under
15 the age of twenty-one, as determined by any testing methods approved by law in this state or
16 any other state or jurisdiction;

17
18 **Section 24.7.**

19 All test results will remain confidential and will be kept in a secure, confidential file separate from the
20 employee’s regular personnel file or any working file. Such file shall be accessible to the individual
21 employee upon request.

22
23 **Section 24.8.**

24 Costs of testing, assessment, and treatment will be allocated as follows:

25
26 **Section 24.8.1.**

27 The district will pay the costs of Random, Post-Accident, and Reasonable Suspicion testing. A
28 split sample testing, at the employee’s request, will be paid by the employee if the test result is
29 positive, by the district if the test result is negative.

30
31 **Section 24.8.2.**

32 The cost of pre-employment testing must be paid by the prospective employee; however, the
33 district will reimburse when an employee completes 200 hours of employment with the district.

34
35 **Section 24.8.3.**

36 The employee will pay the cost of any assessment, counseling, or other treatment.

37
38 **Section 24.8.4.**

39 The employee will pay the cost of any required testing during treatment, as well as return to
40 work testing.

41
42 **Section 24.9.**

43 Employees will be paid at their regular rate of pay for any drug testing, except pre-employment testing,
44 return to work testing, and testing which occurs while an employee is on suspension.

ARTICLE XXV

SUBSTITUTING

Section 25.1. Paraeducator Substituting for Certificated Staff.

An effort will be made to place a classified substitute with an emergency substitute certificate, building by building by seniority to any certificated unfilled vacancy the District determines should be filled by an emergency certificated classified paraeducator.

In the event there are less than 5 classified staff who qualify to substitute with an emergency substitute certificate, seniority will be waived to allow the building administrator (or designee) to balance the substitute assignments, to avoid one classified assignment being neglected for a longer period of time.

Section 25.2.

The district shall reimburse the employee for the cost of obtaining an emergency certificate.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF OAKVILLE

OAKVILLE SCHOOL DISTRICT #400

BY: Jessica Spitzer
Jessica Spitzer, Chapter President

BY: Rich Staley
Rich Staley, Superintendent

DATE: 9/12/24

DATE: 9/12/24



**SCHEDULE A
OAKVILLE SCHOOL DISTRICT #400
SEPTEMBER 1, 2024 - AUGUST 31, 2025**

POSITION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Sub Rate	New Hire to end of 1st Year	start of year 2	start of year 4	start of year 7	start of year 10	start yr 20	start of year 25
Para-Educator	\$20.06	\$21.06	\$22.11	\$23.22	\$24.38	\$25.60	\$26.88	\$28.22
Lead Department Supervisor	\$0.00	\$24.92	\$26.16	\$27.47	\$28.84	\$30.29	\$31.80	\$33.39
Custodian	\$20.06	\$21.62	\$22.70	\$23.84	\$25.03	\$26.28	\$27.59	\$28.97
Cook/Food Svcs	\$17.83	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76
Lunch Clerk	\$17.19	\$17.87	\$18.76	\$19.70	\$20.69	\$21.72	\$22.81	\$23.95
Secretary	\$20.06	\$24.00	\$25.20	\$26.46	\$27.79	\$29.18	\$30.63	\$32.17
Bus Driver	\$21.65	\$23.16	\$24.32	\$25.54	\$26.81	\$28.15	\$29.56	\$31.04

Stand by rate \$23.16



SCHEDULE A
OAKVILLE SCHOOL DISTRICT #400
SEPTEMBER 1, 2025 - AUGUST 31, 2026

25-26 3% or IPD whichever is higher								
POSITION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Sub Rate	New Hire to end of 1st Year	start of year 2	start of year 4	start of year 7	start of year 10	start yr 20	start of year 25
Para-Educator	\$20.66	\$21.69	\$22.77	\$23.91	\$25.11	\$26.36	\$27.68	\$29.07
Lead Department Supervisor	\$0.00	\$25.66	\$26.95	\$28.29	\$29.71	\$31.19	\$32.75	\$34.39
Custodian	\$20.66	\$22.27	\$23.38	\$24.55	\$25.78	\$27.07	\$28.42	\$29.84
Cook	\$18.36	\$19.80	\$20.79	\$21.83	\$22.92	\$24.06	\$25.27	\$26.53
Lunch Clerk	\$17.70	\$18.41	\$19.33	\$20.29	\$21.31	\$22.37	\$23.49	\$24.67
Secretary	\$20.66	\$24.72	\$25.96	\$27.26	\$28.62	\$30.05	\$31.55	\$33.13
Bus Driver	\$22.30	\$23.86	\$25.05	\$26.30	\$27.62	\$29.00	\$30.45	\$31.97

Stand by rate \$23.86



**SCHEDULE A
OAKVILLE SCHOOL DISTRICT #400
SEPTEMBER 1, 2026 - AUGUST 31, 2027**

26-27 3% or IPD whichever is higher								
POSITION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Sub Rate	New Hire to end of 1st Year	start of year 2	start of year 4	start of year 7	start of year 10	start yr 20	start of year 25
Para-Educator	\$21.28	\$22.34	\$23.46	\$24.63	\$25.86	\$27.15	\$28.51	\$29.94
Lead Department Supervisor	\$0.00	\$26.43	\$27.76	\$29.14	\$30.60	\$32.13	\$33.74	\$35.42
Custodian	\$21.28	\$22.94	\$24.08	\$25.29	\$26.55	\$27.88	\$29.27	\$30.74
Cook	\$18.91	\$20.39	\$21.41	\$22.48	\$23.60	\$24.78	\$26.02	\$27.33
Lunch Clerk	\$18.24	\$18.96	\$19.91	\$20.90	\$21.95	\$23.04	\$24.20	\$25.41
Secretary	\$21.28	\$25.46	\$26.74	\$28.07	\$29.48	\$30.95	\$32.50	\$34.13
Bus Driver	\$22.97	\$24.57	\$25.80	\$27.09	\$28.45	\$29.87	\$31.36	\$32.93

Stand by rate \$24.57

