

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Ocosta School District #172**

AND

**Public School Employees of Ocosta**

September 1, 2023 - August 31, 2026



Public School Employees of Washington / SEIU Local 1948

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## DECLARATION OF PRINCIPLES

1. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

## PREAMBLE

This agreement is made and entered into between Ocosta School District Number 172 (hereinafter "District" or "Employer") and the Ocosta School District local chapter of the 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.

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

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

#### **Section 1.2.**

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

#### **Section 1.3.**

Upon execution of this agreement, the District will provide the Association with complete job descriptions for all employees subject to this agreement.

#### **Section 1.4.**

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

#### **Section 1.5.**

The bargaining unit to which this agreement is applicable is as follows: all employees performing work as classified employees in the areas of food service, custodial and/or maintenance, paraeducators and transportation, including summer work. Except: specifically excluded are secretary to the superintendent, assistant to superintendent/superintendent secretary, business manager, supervisor of

1 food service, supervisor of transportation, supervisor of maintenance and operations, substitute  
2 employees and Technology Supervisor, except as defined in Section 1.5.1, and all other employees of  
3 the District.

4  
5 **Section 1.5.1.**

6 Bargaining substitutes are those employees who have worked thirty (30) days or more in the  
7 current or immediately preceding school years and who continue to be available for work.

8 Section 6.2 and Schedule A are the sole provisions of this agreement applicable to bargaining  
9 unit substitute employees.

10  
11  
12  
13 **ARTICLE II**

14 **RIGHTS OF THE EMPLOYER**

15  
16  
17 **Section 2.1.**

18 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
19 vested in management officials of the District. Included in these rights in accordance with applicable  
20 laws and regulations is the right to direct the work force, to adjust the starting and quitting times, the  
21 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend,  
22 discharge, demote, or take other disciplinary action against employees; and the right to release  
23 employees from duties because of lack of work or for other legitimate reasons. The District shall  
24 retain the right to maintain efficiency of the District operation by determining the methods, the means,  
25 and the personnel by which such operation is conducted.

26  
27 **Section 2.2.**

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

32  
33  
34  
35 **ARTICLE III**

36 **RIGHTS OF EMPLOYEES**

37  
38  
39 **Section 3.1.**

40 It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in  
41 the lawful exercise of the right, freely and without fear of penalty or reprisal, to join and assist the  
42 Association. The freedom of such employees to assist the Association shall be recognized as  
43 extending to participation in the management of the Association, including presentation of the views of  
44 the Association to the management of the District or any other governmental body, group or  
45 individual.

46  
47 Employees who are PSE officials may attend scheduled PSE board meetings during the employee's  
48 scheduled shift; provided, that attendance at said meeting would not prevent the employee from

performing their assigned duties with students, user groups, or school activities and the employee can make up the lost time at an agreed upon time between the employee and their supervisor.

The District shall neither encourage nor discourage membership in any employee organization.

### **Section 3.2.**

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

### **Section 3.3.**

Employees subject to this agreement have the right to have an Association representative(s) present at any District scheduled, formal hearing concerning a grievance filed by the employee and at any District scheduled, formal disciplinary hearing.

### **Section 3.4.**

Each employee shall have the right upon written request, and after making an appointment with the superintendent, to review the contents of his/her personnel file. Performance related materials placed in the employee's personnel file shall be shown to the employee. The employee may attach comments to such performance related material.

### **Section 3.5.**

The District will provide de-escalation training for staff dealing with Special Education students and may make such training available for other staff that desire it.

### **Section 3.6.**

All paraeducators that work in the special education setting will receive Basic and Advanced Right Response Training. If needed additional support may be requested using the following process:

1. The paraeducator will notify their direct supervisor in writing (or email) wishing to seek support for their concerns. The paraeducator should state the reason(s) for their request.
2. A meeting will occur with the paraeducator's supervisor, the building principal, the paraeducator and their Association representative (with the understanding that all student information shared at the meeting is confidential). The problem and possible solutions will be documented, and any recommended solution(s) are to be forwarded to the Superintendent for approval.
  - A. Solutions will be discussed at this meeting.
3. The Director of Teaching and Learning/Special Services maybe included in the meeting and will be provided documentation of the meeting.

(This Section to be reopened at the end of the 2020-2021 school year for renegotiation)

## ARTICLE IV

### RIGHTS OF THE ASSOCIATION

#### **Section 4.1.**

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

#### **Section 4.2.**

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

#### **Section 4.3.**

The names, addresses, work assignments, and salary information of employees in the respective subunits will be provided annually on approximately October 1 to the president of the Association, and updated monthly as changes in personnel occur. The seniority list of bargaining unit members shall be appended to this agreement and shall be updated November 1.

#### **Section 4.4.**

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

#### **Section 4.5. Bulletin Boards.**

The District shall provide a bulletin board space in each building for the use of the Association, provided that such use may not be used for any unlawful purpose including the assisting a campaign for election or for the promotion of, opposition to any ballot proposition. The Association will be able to use District electronic resources, such as email, to distribute union messages and communicate with represented employees. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

##### **Section 4.5.1.**

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

#### **Section 4.6. Privileged Communication.**

It is the fiduciary duty of PSE to act on behalf of the members it represents pertaining to privileged communication regarding employment relations with the employer, this includes all personnel matters, grievances, labor disputes, wages, rates of pay, hours of employment, all working conditions and collective bargaining. The employer will follow all applicable laws relating to privileged communication.

## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1.**

It is agreed that the Association may confer and negotiate with the District on matters concerning policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this agreement.

#### **Section 5.2.**

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

#### **Section 5.3.**

The Association will designate a conference committee, one (1) from each classification, plus the president who will meet with the superintendent of the District on a mutually agreeable non-duty time to discuss appropriate matters.

#### **Section 5.4.**

The District will provide an opportunity for Association representatives to give written input to the superintendent concerning the setting of the school calendar. The Association must provide said written input no later than March 31.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

#### **Section 6.1.**

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

#### **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 period(s) of approximately five (5) minutes for each hour of work, to a maximum of fifteen (15) minutes for any four (4) hours. Shifts in excess of four (4) hours per day shall include, in addition to the above, a lunch period of not less than thirty (30) minutes, to be near the middle of the shift as possible.

##### **Section 6.2.1. Lunch/Rest Period Times.**

Employees shall be allowed to leave their work station without limitation subject to Article X and campus security.

##### **Section 6.2.2. Use Of Tobacco.**

Employees shall not use tobacco products during their work day anywhere on the Ocosta School District #172 campus, or in any school vehicle, subject to Article X.

1           **Section 6.2.3.**

2           Custodial maintenance employees will be allowed to cumulate their break for their first half of  
3           their shift with their lunch period or to cumulate their break for the second half of their shift  
4           with their lunch period.  
5

6           **Section 6.3.**

7           Each employee shall be assigned to a definite and regular shift and workweek, which shall not be  
8           permanently changed without prior notice to the employee of ten (10) calendar days; provided,  
9           however, this notice may be waived by the employee.  
10

11          **Section 6.4.**

12          Employees required to work through their regular lunch periods will be given time to eat within their  
13          work shifts as agreed upon by the employee and the employee's supervisor. For the purpose of this  
14          section, supervisor means, building principal, supervisor of food service, supervisor of maintenance  
15          and operations, and supervisor of transportation, tech supervisor. In the event an employee is required  
16          by the supervisor to forego the employee's lunch period and works the entire shift, including the lunch  
17          period, the employee shall be compensated for the foregone lunch period at overtime rates.  
18

19          Food Service employees may submit a request to the Superintendent/Designee to waive their meal  
20          period for the term of 88 working days. This request will be in writing and submitted no later than two  
21          weeks prior to their first contracted day. The request shall normally be granted unless it conflicts with  
22          the efficient service of student meals.  
23

24          Employee(s) in tech will be allowed to flex their shifts subject to supervisor prior approval.  
25

26          **Section 6.5.**

27          Employees requested to perform the work of, or work a shift regularly filled by a higher classification  
28          employee, shall receive compensation equal to that normally received by the employee in the higher  
29          classification after the third (3<sup>rd</sup>) consecutive day of such assignment. This assignment will be subject  
30          to written approval by the supervisor.  
31

32          **Section 6.6.**

33          Classified employees presently employed will be used to fulfill all job assignments within their  
34          respective general job classification, unless no qualified employee of a needed classification is  
35          available, as determined by management, subject to this agreement.  
36

37          **Section 6.7. Call in.**

38          Employees performing work outside of their work shift who are called in or otherwise required to be  
39          on duty shall be compensated for a minimum of two (2) hours of work and for all succeeding hours  
40          worked; excluding transportation extra trips.  
41

42          **Section 6.8.**

43          In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the  
44          District will make every effort to notify each employee to refrain from coming to work. Employees  
45          reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a  
46          closure; provided, however, no employee shall be entitled to any such compensation in the event the  
47          employee has been actually notified by the District of the closure prior to leaving home for work.  
48



1 **Section 6.9.**

2 Recognizing that bus drivers present special shift problems, the parties agree that shifts shall be  
3 established in relation to routes and driving times requisite to fulfilling tasks assigned by the supervisor  
4 of transportation. All bus drivers shall receive one-half (½) hour per day, in addition to actual hours of  
5 driving time, for the purpose of pre-trip and post-trip. Bus drivers shall receive a minimum of four (4)  
6 hours pay per day. Drivers will be required to be driving or onsite during the four (4) hours. This will  
7 include meetings and other driver responsibilities as directed by the Transportation Director.

8  
9 Midday runs will be paid a minimum of one and one quarter (1 ¼) hours pay per day, including pre-  
10 trip and post-trip. When time lapse between routes does not exceed thirty (30) minutes time shall run  
11 through continuously.

12  
13 AM/PM routes will be bid by seniority prior to the beginning of the school year. Preschools and other  
14 Special Ed midday work and all other regular add-on work will be bid on separately on a seniority  
15 rotating basis.

16  
17 **Section 6.9.1.**

18 Regarding extra trips, the District may utilize regular (non-substitute) certified or classified  
19 employees, including coaches of the District who are not members of the bargaining unit to  
20 transport small groups of not more than fifteen (15) students in a maximum of two vehicles (the  
21 total transported in one activity) to and from school activities. The terms and conditions of  
22 employment of such employees shall not be governed by this Agreement.

23  
24 **Section 6.9.2.**

25 In order to provide safe riding conditions, the District will provide additional training to all bus  
26 drivers in PBIS (Positive Behavior Intervention and Supports) and basic Right Response  
27 training on de-escalation training. If a driver feels they need support beyond training, the  
28 district will then seek a mentor for the driver for additional support.

29  
30 **Section 6.10.**

31 All bus trips other than those required to complete daily scheduled bus routes shall be defined as extra  
32 trips, and shall be compensated for at the rates shown in Schedule A. Time permitting, extra and  
33 special bus runs will be posted prior to the run, for a period of three (3) working days for driver  
34 consideration to be bid on at the next designated meeting. Wherever possible, no employee shall be  
35 given extra or special trips for which overtime would have to be paid. The employee shall check the  
36 bus every half hour during layover for security reasons.

37  
38 **Section 6.11.**

39 Extra trips will be assigned on a rotating basis to employees in the transportation unit and the driving  
40 time for these extra trips shall be rounded to the nearest quarter hour for driving time computation. For  
41 these extra trips, driving time shall begin at the time the bus is scheduled to leave the bus yard and  
42 conclude upon return to the bus yard. When time lapse between runs does not exceed thirty (30)  
43 minutes, no lapse time loss shall be counted.

44  
45 **Section 6.11.1.**

46 In the event an extra trip is cancelled by the District after it has been awarded to the driver and  
47 within 1 hour of scheduled departure, the driver shall be entitled to 2 (two) hours of regular  
48 pay. If an extra trip should be cancelled, the driver's name assigned to the extra trip shall be

placed at the top of the rotation roster for the next meeting. If the trip is rescheduled for the current or following week, the driver has the option of keeping the trip. Employees that decline an extra trip that is offered in a rotational order shall not be eligible for consideration for subsequent extra trips until their roster position has completed a full cycle of rotation.

**Section 6.11.2.**

Meals and lodging reimbursement for overnight trips will be in accordance with District policy. On overnight trips, drivers shall be compensated for all hours of actual driving time with a minimum of eight (8) hours per day on all trip days.

**Section 6.12.**

"Overtime pay" or "overtime rate" as referred to in this contract shall be an hourly pay rate equal to one and one-half (1½) times an employee's regular hourly wage.

**Section 6.13.**

Any employee, except bus drivers, required to work more than eight (8) hours per day or any employee, including bus drivers, working more than forty (40) hours per week, shall be compensated for all such time at the overtime rate. Except that:

**Section 6.13.1.**

It may be in the best interest of the employee(s) and the District to arrange for shifts longer than eight (8) hours in a day at a regular rate of pay, providing that the total hours worked during any week does not exceed forty (40).

**Section 6.13.2.**

If the nature of the work allows for shift modifications to occur without negatively impacting the efficiency of the District or other employees, the District and individual employees may agree, in advance to a shift or shifts of more than eight (8) hours per day at the regular rate of pay.

**Section 6.14.**

The superintendent or superintendent's designee shall authorize all overtime.

## ARTICLE VII

### HOLIDAYS AND VACATIONS

**Section 7.1. Holidays.**

All full-time, twelve (12) month employees shall receive the following paid holidays.

- |                           |                               |
|---------------------------|-------------------------------|
| 1. New Year's Day         | 7. Labor Day                  |
| 2. Martin Luther King Day | 8. Veterans' Day              |
| 3. Washington's Birthday  | 9. Thanksgiving Day           |
| 4. Memorial Day           | 10. Day after Thanksgiving    |
| 5. Juneteenth             | 11. Day before Christmas      |
| 6. Independence Day       | 12. Christmas Day             |
|                           | 13. Day before New Year's Day |

Less than full-time, twelve (12) month employees shall receive the following paid holidays.

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| 1. New Year's Day                   | 6. Labor Day (if within work year) |
| 2. Martin Luther King Day*          | 7. Veteran's Day                   |
| 3. Presidents Day                   | 8. Thanksgiving Day                |
| 4. Memorial Day                     | 9. Day after Thanksgiving          |
| 5. Juneteenth (if within work year) | 10. Christmas Day                  |
|                                     | 11. Christmas Eve Day              |

#### **Section 7.1.1. Unworked Holidays.**

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

#### **Section 7.1.1.1. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1 ½) their regular rate for all hours worked on such holidays.

#### **Section 7.1.2.**

In the event any paid holiday should fall on a Saturday or Sunday, the preceding Friday or the following Monday will be granted as the holiday.

#### **Section 7.1.3.**

Employees are entitled to two unpaid holidays per calendar year for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization unless such leave is an undue hardship for the employer as provided in WAC 82-56-020, 030.

### **Section 7.2. Vacations.**

#### **Section 7.2.1.**

Each full-time, twelve (12) month employee shall be granted vacation as follows.

- A. Upon completion of the first year of service, ten (10) days paid vacation per year.
- B. Upon completion of the fourth (4<sup>th</sup>) year of service with the District, fifteen (15) days paid vacation per year.
- C. Upon completion of the tenth (10<sup>th</sup>) year of service with the District, twenty (20) days paid vacation per year.

1 **Section 7.2.2.**

2 Vacation arrangements and dates shall be made with the superintendent and shall be scheduled  
3 at least one week prior to using vacation days. An employee who is discharged or who  
4 terminates employment shall receive payment for District granted vacation credit with his/her  
5 final paycheck.  
6

7 Custodial staff may only have two employees exercising vacation leave on the same days.  
8

9 **Section 7.2.3.**

10 Any new employee who resigns before the beginning of a new fiscal year forfeits any  
11 accumulated vacation gained.  
12  
13

14 **ARTICLE VIII**

15 **LEAVES**  
16  
17  
18

19 **Section 8.1. Sick Leave (Illness, Injury And Emergency).**  
20

21 **Section 8.1.1.**

22 Each employee projected to work one hundred and eighty (180) or more days per year shall  
23 accumulate twelve (12) days of sick leave per year. Employees working less than one hundred  
24 and eight (180) days per year shall receive sick leave prorated based on the immediately  
25 preceding sentence. Sick leave shall be vested when earned and may be accumulated up to the  
26 maximum allowed by current state statute. The District shall project the number of annual days  
27 of sick leave at the beginning of the school year according to the estimated calendar months the  
28 employee is to work during that year. The employee shall be entitled to the projected number  
29 of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on  
30 the basis of base hourly rate applicable to the employee's normal daily work shift; provided,  
31 however, that should an employee's normal daily work shift increase or decrease subsequent to  
32 an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the  
33 employee's normal daily work shift at the time the sick leave is taken, and the accumulated  
34 benefits will be expended on an hourly rather than a daily basis.  
35

36 **Section 8.1.2.**

37 In the event employees are absent for reasons which are covered by industrial insurance, the  
38 District shall pay the employee an amount equal to the difference between the amount paid the  
39 employee by the Department of Labor and Industries and the amount the employee would  
40 normally earn. A deduction shall be made from the employee's accumulated sick leave in  
41 accordance with the amount paid to the employee by the District.  
42

43 **Section 8.1.3. Sick Leave Incentive Program.**

44 In January of any year in which a minimum of sixty (60) days of leave is accrued, and each  
45 January thereafter, any eligible employee may exercise an option to receive remuneration for  
46 unused leave accumulated in the previous year at a rate equal to one (1) day's monetary  
47 compensation for each four (4) full days of accrued leave.  
48

At the time of retirement or death, an eligible employee (Plan I) or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current compensation of the employee for each four (4) full days of accrued leave.

An employee who is at least age fifty-five, has ten years of service and is a member in the public school employees retirement system (Plan III), or is at least age fifty-five, has at least fifteen years of service in the public school employees system (Plan II) may cash out all accumulated sick leave at the rate of one day's monetary compensation for every four days of leave at the time of separation from employment.

Any employee wishing to take advantage of these provisions must notify the superintendent of schools through the payroll officer no later than January 20 of the year that payment is to take place.

Payment for unused sick leave to a continuing employee will be made in February.

Payment for retired employee shall take place upon retirement.

Payment to the estate of any employee who has died shall take place as soon as legally feasible.

#### **Section 8.1.4.**

Each employee may use accumulate sick leave for an absence(s) which is caused by an illness of a minor child or ward under the age of eighteen (18) and which requires the presence of the employee.

#### **Section 8.1.5.**

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave as reported by the prior employer.

#### **Section 8.1.6.**

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

### **Section 8.2. Bereavement Leave.**

#### **Section 8.2.1.**

Each employee shall be entitled to a maximum of five (5) days leave with pay per occurrence for absence caused by death of an employee's child, spouse, parent, parent-in-law, step-parent, sibling, niece, nephew, mother-in-law, father-in-law, aunt, uncle, foster children, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or a person maintaining residence in the household of the employee with the status of an immediate member of the employee's family. Such bereavement leave shall not be deducted from sick leave and is noncumulative.

1 **Section 8.3. Family Illness Leave.**

2  
3 **Section 8.3.1.**

4 Each employee shall be entitled to leave deductible from the employee's accumulated sick  
5 leave for a serious health condition of an employee's child or spouse. This leave is for:

- 6  
7 A. the birth and care of a newborn child, or the placement of a child for adoption or foster  
8 care;  
9  
10 B. the serious health condition of a spouse or child for which the employee is needed to  
11 provide physical care.  
12

13 The District may require medical certification regarding the need for leave under Section 8.3.1.  
14

15 **Section 8.3.2.**

16 Each employee shall be entitled to a maximum of five (5) days leave deductible from the  
17 employee's accumulated sick leave for a serious health condition in the employee's immediate  
18 family. Immediate family shall include an employee's child age eighteen or over, parent,  
19 parent-in-law, step-parent, sibling, grandparent, or grandchild.  
20

21 **Section 8.4. Personal Leave.**

22  
23 Three (3) days of personal leave shall be granted each year without salary deduction. If personal days  
24 are not used, an employee may carry over two (2) days into the following year accumulative to five (5)  
25 days.  
26

27 Advance notice of three (3) days shall be given to the supervisor. No reason for the personal leave  
28 need be given.  
29

30 No more than one(1) day of personal leave is to be taken in conjunction with a holiday or school break,  
31 unless waived by the superintendent. An advance notice of thirty (30) days shall be required for leave  
32 attached to holidays or school breaks.  
33

34 Not more than three (3) employees per building may use personal leave on any given day except with  
35 the approval of the building principal. In the event that the leave is denied, the principal will provide a  
36 written explanation as to why the leave was denied.  
37

38 The District shall compensate the employee at 50% per diem for up to two (2) days of unused personal  
39 leave, to be paid at the end of June. If an employee selects compensation for personal leave, they must  
40 notify the Business Office by the last day of the school year, otherwise personal leave will be rolled  
41 over into the next school year.  
42

43 **Section 8.5. Leave Of Absence.**

44  
45 **Section 8.5.1.**

46 After two (2) years of service and upon recommendation of the immediate supervisor through  
47 administrative channels to the superintendent, and upon approval of the board of directors, an  
48 employee may be granted an extended leave of absence for a period not to exceed one (1) year.

Up to one (1) additional year of leave of absence without pay may be granted by the board for a serious health condition of an employee. Leave of absence without pay shall not be granted for other employment, provided upon the employee's written appeal the Board may grant an exception for unusual circumstances.

**Section 8.5.2.**

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided financial conditions permit a vacancy to be available and a vacancy exists for which the employee is qualified, as determined by management, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.

**Section 8.5.3.**

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

**Section 8.6. Judicial Leave.**

In the event an employee is summoned to serve as a juror, subpoena or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal days pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence.

**ARTICLE IX**

**PROBATIONARY, SENIORITY AND LAYOFF PROCEDURES**

**Section 9.1.**

The seniority of an employee in the bargaining unit shall be established as of the employee's first workday for the District as a regular employee (hereinafter called "hire date") unless such seniority shall be lost as hereinafter provided.

**Section 9.1.1**

Seniority rights shall be effective within job classifications as defined in Section 1.2 in which employees have performed service. Employees will have seniority dates in multiple classifications.

**Section 9.1.2**

The parties recognize that employees work in multiple classifications. They may have multiple hire dates depending when they began work in that specific classification. Employees will not lose their seniority within a classification when they stop working in that classification for a period of time. Their seniority within that classification shall be retained but not accrue.



1           **Section 9.1.3**

2           Seniority ties shall be broken by the flip of a coin, or by lot if there are more than two  
3           employees with the same hire date, in the presence of the employees and a representative of the  
4           union, and management, the tie break procedure to be held within thirty (30) days of hire.  
5

6           **Section 9.2.**

7           Each new hire shall remain in a probationary status for a period of not more than one hundred twenty  
8           (120 workdays following the hire date. During this probationary period, the District may discharge  
9           such employee at its discretion.  
10

11          **Section 9.3.**

12          At the end of the probationary period, the employee will be placed on regular employee status and be  
13          subject to all rights and duties contained in this agreement retroactive to his hire date.  
14

15          **Section 9.4.**

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

- 17
- 18           A. resignation;
  - 19           B. discharge for any reason contained in this agreement;
  - 20           C. retirement.
- 21

22          **Section 9.5.**

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

- 24
- 25           A. time lost by reason of industrial accident, industrial illness or jury duty;
  - 26
  - 27           B. time on leave of absence granted for the purpose of serving in the Armed Forces of the  
28           United States; or
  - 29
  - 30           C. time spent on other authorized leaves of absence, not to exceed one (1) year.
- 31

32          **Section 9.6.**

33          Seniority rights shall be effective within the general job classification. General job classifications are  
34          listed in Section 1.5.  
35

36          **Section 9.7.**

37          It is the intent of the District to fill existing vacancies as soon as possible. The District will advise the  
38          appropriate Association representative of its intent to abolish or hold vacant any promotable vacant  
39          positions covered by this agreement. The District will continue to provide opportunities for qualified  
40          employees to advance themselves with the District.  
41

42          If a position is available and awarded to an individual it will be assigned to that individual within  
43          fifteen (15) working days of being awarded.  
44

45          **Section 9.8. Unpaid Leave.**

46          Unpaid leave is neither guaranteed for an employee, nor encouraged. An employee requesting unpaid  
47          leave is expected to explore opportunities to utilize the scheduled non-student days, breaks and  
48          vacations identified in the school calendar for time away from work, rather than requesting unpaid



1 leave on normal student attendance days or an employee's work schedule. An employee's relationship  
2 and interaction with students is an important component of a successful and safe learning experience  
3 for students.

4  
5 Each unpaid leave request is viewed as unique and will be considered individually. An employee's  
6 available paid leave, such as Personal Leave or Vacation Leave, must be utilized prior to any request  
7 for Unpaid Leave. Unpaid Leave requests that impact student learning and achievement are unlikely to  
8 be approved.

9  
10 **Section 9.9.**

11 The District reserves the right to involuntarily transfer/reassign an employee to a vacant position which  
12 has been posted but for which there are no qualified applicants within the employee's job  
13 classification, provided that the employee will not lose any time, nor gain more than sixty (60) minutes  
14 from each regularly assigned work day owing to such involuntary transfer/reassignment. An employee  
15 who has been involuntarily transferred may not bid for one year on the position said employee held  
16 before the District transfer/reassignment.

17  
18 **Section 9.10.**

19 The employee with the earliest hire date shall have preferential rights regarding shift selection and  
20 vacation periods. The employee with the earliest hire date shall have preferential rights regarding  
21 filling of an open job position, promotions, and layoffs when qualifications including ability, skills,  
22 and performance are substantially equal with those individuals junior to the employee.

23  
24 Paraeducators will gain time through bidding on posted positions and being awarded additional hours  
25 available, on the basis of seniority. Special needs placements may increase in hours due to the needs  
26 of a child for service and an increased number of hours being assigned to a junior paraeducator as part  
27 of the placement.

28  
29 Should hours need to be reduced they will be reduced by seniority, the junior paraeducator being  
30 reduced, unless their reduction would interfere with a special ed situation which required continuity.  
31 Should a senior paraeducator bump to retain the number of hours they had before a reduction they may  
32 bump to retain hours, but job assignment will be subject to management discretion.

33  
34 If a paraeducator is reassigned they will not be reduced in hours as a result of the reassignment.  
35 If the District determines that seniority rights should not govern because a junior employee possesses  
36 ability, skills, and performance greater than a senior employee or senior employees, the District shall,  
37 upon employee written request within five (5) working days of notice of non-selection of the bypassed  
38 employee, set forth in writing to the employee or employees and the Association's grievance  
39 committee chairperson its reasons why the senior employee or employees have been bypassed.

40  
41 **Section 9.11.**

42 Employees who change job classifications within the bargaining unit shall retain their hire date in the  
43 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire  
44 date and a new classification.

45  
46 **Section 9.12.**

47 The District shall publicize within the bargaining unit, by written posting for five (5) days, the  
48 availability of open positions as soon as is practicable after the District is apprised of the opening. A

1 copy of the written posting shall be provided the Association president as soon as practicable. The  
2 Association shall notify the District in writing, the name of the current Association president.

3  
4 **Section 9.12.1.**

5 Any existing position that increases or decreases in duration for sixty (60) or more minutes per  
6 day for more than thirty (30) consecutive working days during the employee's work year shall  
7 constitute an "open position" within the general job classification as defined in Section 9.6 and  
8 be subject to the provisions of this article.

9  
10 **Section 9.12.1.1.**

11 For the purposes of following the provisions of Section 9.11, the following shall be  
12 utilized except for probationary employees and employees on "trial period":  
13

- 14 • The position shall be posted for a full five (5) days. For example, a position posted  
15 on Monday would not be bid until at the least the following Monday.
- 16  
17 • Bidding on a position and subsequent openings created by said bidding in a  
18 classification, shall take place on the same day as soon as practical at the close of  
19 the school day. The bidding shall be on uncompensated time. In addition to the  
20 bidding requirement of Section 9.11. The District will post the open position by e-  
21 mail. An employee may participate in the bidding process by telephone.
- 22  
23 • Any member, in another classification, interested in the remaining open position,  
24 shall notify the District in writing during the posting process.

25  
26 **Section 9.12.2.**

27 Temporary employees hired to replace an employee on a leave of absence will be terminated in  
28 accordance with the job posting without further benefit under this agreement.

29  
30 **Section 9.12.3.**

31 If a driver is on a leave of absence expected to last more than thirty (30) days, the driver's AM  
32 and PM runs will be assigned to substitute drivers. The midday run will be bid for the term of  
33 the leave. Such time will generate benefits. At the return of the employee on leave, the regular  
34 employee who replaced them will return to the pay and benefits of their prior position.

35  
36 **Section 9.13.**

37 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by  
38 the District according to layoff ranking. Such employees may apply for an opening in the  
39 classification held immediately prior to layoff. Names shall remain on the re-employment list for  
40 eighteen (18) months. It is the responsibility of the District to mail position openings within the  
41 appropriate job classification to the last address supplied by the employee.

42  
43 **Section 9.13.1.**

44 Laid-off employees will be placed on the District substitute list.  
45

1 **Section 9.14.**

2 Employees on layoff status shall file their address in writing with the personnel office of the District  
3 and shall thereafter promptly advise the District in writing of any change of address.  
4

5 **Section 9.15.**

6 An employee shall forfeit rights to employment as provided in Section 9.11 if the employee does not  
7 comply with the requirements of Section 9.12, or if the employee does not respond to the offer of re-  
8 employment within seven (7) days after mailing of a written notice by the District to the employee, or  
9 three (3) working days after receiving oral notice, whichever event first occurs.  
10

11 **Section 9.16.**

12 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other  
13 accrued benefits; provided, that such employee is offered a position substantially equal to that held  
14 prior to layoff.  
15

16 **Section 9.17.**

17 The school district shall notify all employees of intent to rehire for the next school year four (4) weeks  
18 prior to the end of the school year. Employees shall notify the District of their intent to return for the  
19 next school year within two (2) weeks of receiving such notice. Failure to do so shall cause the  
20 position to be vacant.  
21

22 Paraeducators will be notified by the end of the school year of the minimum number of hours per day  
23 they will work to begin the following year. If the state operating budget is not completed by June 1,  
24 the District will notify the paraeducators of expected hours as soon as reasonably possible.  
25 Paraeducators will be notified no later than *the Friday of the first week of school* of their expected job  
26 assignment.  
27  
28  
29

30 **ARTICLE X**

31 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**  
32  
33

34 **Section 10.1.**

35 The District shall have the right to discipline or discharge an employee for justifiable cause. No  
36 employee shall be disciplined (including verbal warnings, written reprimands, suspension with or  
37 without pay, discharges, and non-renewals) without just cause. The specific grounds forming the basis  
38 for disciplinary action will be made available to the employee. The District shall provide all available  
39 information (copies of accusations, complaints, statements, charges, or other data) the District has  
40 acquired to an employee, not less than two (2) working days prior to any hearing.  
41

42 An employee shall be entitled to have present a representative of the Association during any  
43 disciplinary action (excluding verbal warning and written reprimand). When a reasonable request for  
44 representation is made, no action shall be taken with respect to the teacher until such a representative  
45 of the Association is present. The District may immediately suspend an employee with pay pending  
46 the disciplinary action and will advise the employee of his/her right to have an association member  
47 present.  
48

1 The Board agrees to follow a policy of progressive discipline which minimally includes in this order:

- 2
- 3 • verbal warning, written reprimand,
- 4 • suspension with or without pay,
- 5 • discharge as a final and last resort.
- 6

7 The District may bypass any step(s) of progressive discipline appropriate to the behavior that  
8 precipitates said action. An employee will be given written notification of discipline within ten (10)  
9 days of the determination of the discipline.

10  
11 Any disciplinary action or measure imposed upon an employee may be processed as a grievance  
12 through the grievance procedure herein provided.

## 13 14 15 16 **ARTICLE XI**

### 17 18 **INSURANCE**

#### 19 20 **Section 11.1. District Insurance Contribution.**

21 Effective January 1, 2020, the District shall provide basic and optional benefits through the School  
22 Employees Benefits Board (SEBB) under statutes and rules adopted by and/or applicable to the SEBB.

#### 23 24 **Section 11.2.**

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

## 26 27 28 29 **ARTICLE XII**

### 30 31 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

#### 32 33 **Section 12.1. Membership.**

34 The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is  
35 the shared interest in providing the best services to the public. Therefore, it is the expectation of both  
36 PSE/SEIU 1948 and the District that the District representatives shall remain neutral on the issue of  
37 union membership and respect all employees decisions to join and maintain membership in their  
38 exclusive professional advocacy organization PSE/SEIU 1948 pursuant to RCW 41.56.150. All  
39 bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU  
40 1948 upon employment with the District in a bargaining unit.

#### 41 42 **Section 12.2. Membership Rescission.**

43 Union members requesting to rescind membership and membership rights in their exclusive  
44 professional advocacy organization shall make such request in writing to PSE/SEIU 1948, following  
45 the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing  
46 such conditions have been met, PSE/SEIU 1948 shall inform the District of the employee's non-  
47 member status consistent with the notification section 12.4.

1 **Section 12.3. New Hire Notification.**

2 The District shall notify the Union in writing of all new hires within ten (10) business days of when  
3 such employees are approved to work for the district as a substitute, temporary, or regular employee in  
4 any job title set forth on the Schedule B of this Agreement, including name, home mailing address,  
5 phone number, job title, work email, work location and hire date. The Employer shall make available  
6 a copy of this working agreement to each employee when hired.  
7

8 **Section 12.4. Dues and Checkoff.**

9 PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit employees  
10 who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/ or other  
11 changes in membership status to the District upon request. The District agrees to accept dues  
12 authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU  
13 1948 will provide a list of those members who have agreed to union membership via voice  
14 authorization. In addition, upon request, access to the District to the .wav files associated with the  
15 voice authorization. PSE/SEIU 1948 will be the custodian of the records related to voice/E-signature  
16 authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the  
17 accuracy and safe-keeping of those records.  
18

19 **Section 12.5. Checkoff.**

20 The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in  
21 writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the  
22 Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.  
23

24 **Section 12.5.1. Classified Employee Report to the Association.**

25 The District shall submit a monthly report (to accompany the monthly transmission of dues to  
26 PSE) to the Treasurer of PSE listing: the name, and amount of PSE dues deducted for each  
27 bargaining unit employee. The District shall provide a list of current addresses and telephone  
28 numbers of bargaining unit employees to the Association upon request.  
29

30 **Section 12.6.**

31 The Association shall hold the District harmless for the administration of this Article done pursuant to  
32 this Article.  
33

34 **Section 12.7. New Hire Orientation.**

35 The District will provide the Association reasonable access to new employees of the bargaining unit  
36 including substitutes for the purposes of presenting information about their exclusive bargaining  
37 representative to the new employee. The presentation may occur during a new employee orientation  
38 provided by the District, or at another time mutually agreed to by the District and Association. No  
39 employee may be mandated to attend the meetings or presentations by the Association. "Reasonable  
40 access" for the purposes of this section means: (a) The access to the new employee occurs within  
41 ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than  
42 thirty minutes; and (c) The access occurs during the new employee's regular work hours at the  
43 employee's regular worksite, or at a location mutually agreed to by the District and Association.  
44

45 **Section 12.8. Political Action Committee.**

46 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
47 deduct from the pay of such bargaining unit employees the amount of contribution the employee  
48 voluntarily chooses for deduction for political purposes and shall transmit the same to the PSE on a

1 check separate from the PSE dues transmittal check. The employee may revoke the request at any  
2 time. At least annually, the PSE state office will notify the employee about the right to revoke the  
3 request.

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# ARTICLE XIII

# GRIEVANCE PROCEDURE

### **Preamble.**

Every effort is to be made to discuss and settle problems before going through the formal grievance procedure. An individual may exercise his/her right to appear before appropriate officials of the District or the school board without using the grievance procedure as provided below.

### **Section 13.1.**

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

### **Section 13.2. Grievance Steps.**

#### **Section 13.2.1.**

The employee shall first discuss his/her complaint with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by another employee provided the immediate supervisor is given prior notice.

#### **Section 13.2.2.**

If the complaint is not resolved to the employee's satisfaction in accordance with the preceding subsection and the complaint involves an alleged misinterpretation or misapplication of a section(s) of this agreement, the employee may file a written grievance which must cite:

- A. the facts on which the grievance is based;
- B. the specific section(s) of the collective bargaining agreement which have been allegedly misinterpreted or misapplied; and
- C. the specific remedy sought.

A grievance must be signed and dated by the grievant. To be valid, a grievance must be filed no later than twenty (20) working days from the initial event giving rise to the employee complaint.

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



1       **Section 13.2.3.**

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

9  
10       **Section 13.2.4.**

11       If no settlement has been reached within the ten (10) days referred to in the preceding  
12       subsection, and the Association believes the grievance to be valid, the grievance may be  
13       submitted to arbitration under the Voluntary Labor Arbitration Rules of the American  
14       Arbitration Association. The parties agree that the arbitrator's decision will be final and  
15       binding on all parties to the grievance. The parties further agree that the arbitrator's fees and  
16       expenses shall be borne by the party against whom the arbitrator rules.

17  
18       **Section 13.2.5.**

19       The arbitrator has no authority to add to, subtract from, or in any way amend this agreement.  
20       The arbitrator is prohibited from making any back pay award for greater than three (3) months  
21       prior to the date of the grievance filing.

22  
23       **Section 13.3.**

24       Neither the Employer nor the Association will discriminate against any individual employee for taking  
25       action under this article.

26  
27  
28  
29       **ARTICLE XIV**

30       **SALARIES**

31  
32       **Section 14.1.**

33       Salaries for employees subject to this agreement, during the period of this agreement, are contained in  
34       Schedule A attached hereto and by this reference incorporated herein. This section shall not inhibit the  
35       rights of either party under Article XV, Section 15.3.

36  
37  
38       **Section 14.2.**

39       Incremental steps, where applicable, shall take effect on September 1 of each year during the term of  
40       this agreement; provided, the employee has been actively employed continuously for at least one-half  
41       (½) of the previous employment year in their present general job classification as defined in Section  
42       9.6 of the agreement. If an employee has been in sub status and working regularly prior to being hired  
43       in regular status the days worked will be considered toward the number of days required for the  
44       following years next step. Regularly means working in an ongoing sub/leave or temporary job where  
45       an employee works 60 days of the 80 prior to being hired and 75 % of the average hours per week in  
46       their new position.

1           **Section 14.2.1**

2           Classifications are; custodial/maintenance, transportation, paraeducator, food service.  
3           Employees who change job title within the classification will be paid for the total service in that  
4           classification and paid on the step that reflects the total service within that classification,  
5           despite the fact it may include multiple job titles.  
6

7           When an employee is assigned to work outside of their classification, the higher pay rate of the  
8           two positions will govern.  
9

10          **Section 14.3.**

11          A laid-off employee on the substitute list working as a substitute/temporary employee in a position  
12          held prior to layoff will be compensated at the step paid at the time of layoff.  
13

14          **Section 14.4. Professional Development Committee.**

15          The District and the Association agree to establish a Professional Development Committee which shall  
16          consist of at least two (2) representatives of the District as determined by the superintendent and two  
17          (2) representatives of the Association as determined by the Association president.  
18

19               **Section 14.4.1.**

20               Employees assigned three (3) or more hours of work each day will be eligible for not less than  
21               two (2) hours nor more than eight (8) hours of district required in-service.  
22

23          **Section 14.5.**

24          Twelve (12) month employees will be given an opportunity to make up time lost due to a weather  
25          related school closure. Said “make up” time will not cause overtime.  
26

27               **Section 14.5.1.**

28               Classified employees will be offered District-determined work to make up time lost due to a  
29               school delay or closure.  
30

31          **Section 14.6.**

32          The District will pay the full cost of physicals required as part of the regular CDL licensing, nor more  
33          than once per year. New employees who have taken the CDL physical as part of the training process  
34          for certification and the District did not pay for it, will be reimbursed for the cost of the physical after  
35          six months of employment.  
36

37          New hires to get paid back for physicals after six months as an employee.  
38

39          **Section 14.7. Summer Work.**

40          Custodial maintenance employees who work in a summer position for over 10 days which is the same  
41          or similar to their regular school year position will be considered year round/12 month employees and  
42          receive all holidays and 12 month employee vacation.  
43

44          **Section 14.8.**

45          Bilingual paras will be specified as to language. A bilingual para will be designated as a para that  
46          speaks a language other than English and the language in which the para is bilingual is represented by  
47          a minimum of 10 students in the district.  
48



**Section 14.9.**

The district will reimburse a paraeducator for a maximum of fifty-five dollars (\$55.00) for the paraeducator test after they have been employed by the district for six months, beginning with paraeducators hired on or after September 1, 2020. This will be a one-time reimbursement.

**Section 14.10. CNA licensing expenses.**

CNA licensing expenses will be paid for by the district for a CNA at the time the district creates a position requiring or necessitating a CNA.

**Section 14.11.**

Employees who work outside of classification for short term assignments will be paid at their regular rate.

**Section 14.12.**

All classified employees who have the requirement of certification in CPR/First Aid in their job description will be paid for the time they are in a district approved CPR class, scheduled by the district. Any cost associated with the CPR/First Aid card will be paid for by the district.

**ARTICLE XV**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 15.1.**

The term of this agreement shall be September 1, 2023 to August 31, 2026.

**Section 15.2.**

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

**Section 15.3.**

This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. For the 2023-2024 contract year, Schedule A shall be as attached, which is an across the board increase of thirteen percent (13%) inclusive of the state funded IPD, a starting wage for paraeducators at twenty-one dollars (\$21) per hour, and an additional step at Year 15 for all classifications. For the 2024-2025 contract year, Schedule A shall be increased by the state funded IPD + two percent (2%) for all classifications. For the 2025-2026 contract year, Schedule A shall be increased by the state funded IPD + one point five percent (1.5%) for all classifications.

**Section 15.4.**

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

**Section 15.5.**

Neither party shall be compelled to comply to any provision of this agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

**Section 15.6.**

In the event either of the foregoing sections is determined to apply to any provision of this agreement, such provision shall be renegotiated pursuant to Section 15.3.

**SIGNATURE PAGE**

**PUBLIC SCHOOL EMPLOYEES  
OF OCOSTA**

**OCOSTA SCHOOL DISTRICT #172**

BY:                     /Signed by/                      
Sonya Miller, Chapter President

BY:                     /Signed by/                      
Greg Miller, School Board President

DATE:                     8/15/23                    

DATE:                     8/15/23                    

  /Signed by/    
Heather Sweet, Superintendent

  /Signed by/    
Nathan Krigbaum, School Board Member

  /Signed by/    
Duane Pegg, School Board Member

  /Signed by/    
Debbie Carter-Bowhay, School Board Member

  /Signed by/    
Ben Quinby, School Board Member

Schedule A  
Ocosta School District  
September 1, 2023 – August 31, 2024

	Year 1	Year 2	Year 3	Year 6	Year 10	Year 12	Year 15*
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**Transportation** \*add .50

Regular Run	\$ 23.98	\$ 26.40	\$ 27.19	\$ 27.98	\$ 28.62	\$ 29.19	\$ 29.69
**Extra Trip	\$ 23.98	\$ 23.98	\$ 23.98	\$ 23.98	\$ 23.98	\$ 23.98	\$ 24.48

**Food Service**

Head Cook	\$ 22.53	\$ 24.22	\$ 25.56	\$ 26.93	\$ 27.58	\$ 28.15	\$ 28.65
Cook	\$ 19.47	\$ 21.12	\$ 22.50	\$ 23.85	\$ 24.51	\$ 25.07	\$ 25.57

**Para Educators**

*Para	\$ 21.00	\$ 23.70	\$ 24.17	\$ 24.66	\$ 25.15	\$ 25.65	\$ 26.15
SLPA/COTA/Braille Spec.	\$ 28.56	\$ 34.77	\$ 35.37	\$ 35.98	\$ 36.63	\$ 37.20	\$ 37.70
Tech Specialist	\$ 24.45	\$ 26.84	\$ 28.00	\$ 29.19	\$ 29.84	\$ 30.41	\$ 30.91
ISS/Attendance/BECCA/Mi	\$ 22.86	\$ 24.51	\$ 24.88	\$ 25.24	\$ 25.92	\$ 26.49	\$ 26.99
Academic Coach	\$ 23.91	\$ 26.88	\$ 27.32	\$ 27.76	\$ 28.42	\$ 28.98	\$ 29.48
Tech Support Specialist 2	\$ 28.61	\$ 31.00	\$ 32.19	\$ 33.38	\$ 34.58	\$ 35.14	\$ 35.64
ECEAP Lead Teacher	\$ 28.25	\$ 32.49	\$ 33.14	\$ 33.81	\$ 34.77	\$ 35.61	\$ 36.11

**Custodial/Maintenance**

Skilled Maintenance	\$ 31.09	\$ 33.91	\$ 34.53	\$ 35.14	\$ 35.81	\$ 36.37	\$ 36.87
Maintenance/Grounds	\$ 25.20	\$ 28.04	\$ 28.62	\$ 29.21	\$ 29.87	\$ 30.43	\$ 30.93
Custodial	\$ 22.07	\$ 24.51	\$ 24.88	\$ 25.24	\$ 25.92	\$ 26.49	\$ 26.99

\* Skilled maintenance rate may be applied subject to the mutual agreement of the District and the Association.

\*\* Extra trips are paid at Step 1.

\*\*\* \$1.00 premium for bilingual paraeducator (s) when performing work requiring fluency in a language other than English.

Bargaining unit substitutes will be paid at the Year 1 rate of pay subject to the terms of Section 1.5.1 and Section 14.3 of the agreement.

When the employee retires and comes back as a sub they will be paid at the regular rate with credit for prior service.

Memorandum of Understanding (MOU)  
Between:  
Ocosta School District  
And  
Ocosta PSE (Public School Employees)

Subject: Payment for Bus Drivers for Field Trips and Extra-Curricular Activities

Date: Feb 21, 2024

Background:

This Memorandum of Understanding (MOU) is established between the Ocosta School District (hereinafter referred to as "the District") and Ocosta Public School Employees (PSE) (hereinafter referred to as "PSE") to outline the payment structure for bus drivers for field trips and extra-curricular activities.

Agreement:

- Bus drivers engaged in transporting students for field trips and extra-curricular activities, such as sports events, field trips, and knowledge bowl competitions, shall be compensated at the "Regular Run, 15 Year" rate, as outlined in this MOU.
- This rate of compensation for bus drivers **does not** apply to regular, daily runs, including but not limited to:
  - Preschool transportation
  - Transportation of individual students
  - After-school program transportation
  - Preschool transportation
  - Maintenance (Gopher) runs
  - Transporting vehicles for maintenance
- The compensation rates for bus drivers for field trips and extra-curricular activities shall be agreed upon by the District and the PSE, and shall be communicated to bus drivers promptly, prior to their engagement in such activities.
- Any disputes arising from interpreting or applying this MOU shall be resolved through the grievance procedure outlined in the existing collective bargaining agreement between the District and the Union.

Term:

This MOU shall take effect upon signature by both parties and shall remain in effect until superseded or modified by mutual agreement in writing.

For Ocosta School District:

Signature: \_\_\_\_\_

Heather Sweet, Superintendent

Date: \_\_\_\_\_

3/1/24

For Ocosta PSE:

Signature: \_\_\_\_\_

Sonya Miller, President

Date: \_\_\_\_\_

3-1-2024

**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF OCOSTA, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE OCOSTA SCHOOL DISTRICT #172. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to add Section 6.1.1 Work Calendar as follows:

**Section 6.1.1. Work Calendar.**

Paraeducators shall work a one hundred seventy nine (179) day calendar, including a professional development day in August, the day before school begins, and the March district in-service day. Classified Personnel, including bus drivers and cooks, shall work the day before the school year starts and one other day in August to participate in training (required by OSPI) in which they work.

This Letter of Agreement shall become effective upon signatures; shall remain in effect until August 31, 2026; and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948  
OCOSTA CHAPTER #1209

BY: Sonya Miller  
Sonya Miller, Chapter President

DATE: 6-12-2024

OCOSTA SCHOOL DISTRICT #172

BY: Heather Sweet  
Heather Sweet, Superintendent

DATE: 6/12/24

## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF OCOSTA, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE OCOSTA SCHOOL DISTRICT #172. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

### **1. Purpose**

The purpose of this MOU is to establish the terms and conditions for a position for the duration of the current collective bargaining agreement, specifically for the role of a McKinney-Vento Liaison.

### **2. Position**

The position of McKinney-Vento Liaison will be established on a temporary basis for the duration of the current collective bargaining agreement. The role is designed to address the needs of homeless and at-risk students as defined under the McKinney Vento Act.

### **3. Compensation**

The McKinney-Vento Liaison will be compensated at the rate established for the Attendance Secretary and Migrant Clerk on the current salary schedule of the District.

### **4. Seniority Rights**

The individual occupying the position of McKinney-Vento Liaison will retain seniority rights within the District, as per the terms agreed upon in the existing collective bargaining agreement between the District and the Union.

### **5. Terms of Employment**

The term of employment for the McKinney-Vento Liaison will continue thru the duration of the CBA.

### **6. Review**

This MOU shall be reviewed by both parties by May 31, 2026, to evaluate the effectiveness of the McKinney-Vento Liaison position and to make determinations regarding the continuation or modification of the position beyond the specified term. This position is subject to funding beyond the duration of the collective bargaining agreement.

### **7. Agreement**

This MOU represents the mutual agreement between the District and the PSE regarding the ongoing McKinney-Vento Liaison position and supersedes any previous understandings or agreements, whether written or oral, regarding this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the latest date written below.

This Memorandum of Understanding shall become effective upon signatures; shall remain in effect until August 31, 2026; and shall be attached to the Collective Bargaining Agreement.

1 PUBLIC SCHOOL EMPLOYEES OF  
2 WASHINGTON / SEIU LOCAL 1948  
3 OCOSTA CHAPTER #1209

4 BY: *Sonya Miller*  
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6 Sonya Miller, Chapter President

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8 DATE: 6/10/24  
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OCOSTA SCHOOL DISTRICT #172

BY: *Heather Sweet*  
Heather Sweet, Superintendent

DATE: 6/10/24

<b>OCOSTA SCHOOL DISTRICT</b> <b>PUBLIC SCHOOL EMPLOYEES OCOSTA CHAPTER</b> <b>SCHEDULE A</b> <b>SEPTEMBER 1, 2024 - AUGUST 31, 2025</b>								
		Year 1	Year 2	Year 3	Year 6	Year 10	Year 12	Year 15 *add \$0.50
<b>Transportation:</b>								
	Regular Run	\$ 25.35	\$ 27.90	\$ 28.74	\$ 29.57	\$ 30.25	\$ 30.85	\$ 31.35
	**Extra Trip	\$ 31.35	\$ 31.35	\$ 31.35	\$ 31.35	\$ 31.35	\$ 31.35	\$ 31.35
<b>Food Service:</b>								
	Head Cook	\$ 23.81	\$ 25.60	\$ 27.02	\$ 28.47	\$ 29.15	\$ 29.75	\$ 30.25
	Cook	\$ 20.58	\$ 22.32	\$ 23.78	\$ 25.21	\$ 25.91	\$ 26.50	\$ 27.00
<b>Para Educators:</b>								
	*Para	\$ 22.20	\$ 25.05	\$ 25.55	\$ 26.07	\$ 26.58	\$ 27.11	\$ 27.61
	SLPA/COTA/Braille Specialist	\$ 30.19	\$ 36.75	\$ 37.39	\$ 38.03	\$ 38.72	\$ 39.32	\$ 39.82
	ISS/Attendance/BECCA/Migrant	\$ 24.16	\$ 25.91	\$ 26.30	\$ 26.68	\$ 27.40	\$ 28.00	\$ 28.50
	Academic Coach	\$ 25.27	\$ 28.41	\$ 28.88	\$ 29.34	\$ 30.04	\$ 30.63	\$ 31.13
	Tech Specialists	\$ 25.84	\$ 28.37	\$ 29.60	\$ 30.85	\$ 31.54	\$ 32.14	\$ 32.64
	Tech Support Specialist 2	\$ 30.24	\$ 32.77	\$ 34.02	\$ 35.28	\$ 36.55	\$ 37.14	\$ 37.64
	ECEAP Lead Teacher	\$ 29.86	\$ 34.34	\$ 35.03	\$ 35.74	\$ 36.75	\$ 37.64	\$ 38.14
<b>Custodial/Maintenance:</b>								
	Skilled Maintenance	\$ 32.86	\$ 35.84	\$ 36.50	\$ 37.14	\$ 37.85	\$ 38.44	\$ 38.94
	Maintenance/Grounds	\$ 26.64	\$ 29.64	\$ 30.25	\$ 30.87	\$ 31.57	\$ 32.16	\$ 32.66
	Custodial	\$ 23.33	\$ 25.91	\$ 26.30	\$ 26.68	\$ 27.40	\$ 28.00	\$ 28.50

*\*\*rate per MOU on file*



## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF OCOSTA, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE OCOSTA SCHOOL DISTRICT #172. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

### **Subject: Reporting Expectations for Classified Staff on Weather Delay Days**

This Memorandum of Understanding (MOU) is entered into between the Ocosta School District and Public School Employees (PSE) to clarify expectations for classified employees during delayed school start times due to inclement weather.

#### **Reporting Expectations for Classified Staff:**

Classified employees have the following options on delayed start days:

##### **If the district announces a one-hour delay:**

- Report to work at their regularly scheduled time, OR
- Report to work one (1) hour late unless it is after student arrival time, in which case you should arrive by 8:45.

##### **If the district announces a two-hour delay:**

- Report to work at their regularly scheduled time, OR
- Report to work two (2) hours late unless it is after student arrival time, in which case you should arrive before students' arrival time, 9:45.

##### **If the district announces a three-hour delay:**

- Report to work at their regularly scheduled time, OR
- Report to work three (3) hours late unless it is after student arrival time, in which case you should arrive by 10:45.

#### **Options for Addressing Missed Time:**

Classified employees who report later than their scheduled start time due to a weather delay must choose one of the following options to account for missed work hours:

- Make up the missed time within the same work week, as approved by the supervisor.
- Use available personal leave to cover the missed hours.
- Take leave without pay for the missed hours.

#### **Communication Requirement:**

- Classified employees must notify the building secretary of their reporting time decision upon arrival on the delayed start day.

This MOU will remain in effect until modified or rescinded by mutual agreement of the Ocosta School District and PSE.

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2 PUBLIC SCHOOL EMPLOYEES  
3 OF WASHINGTON / SEIU Local 1948  
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6 PUBLIC SCHOOL EMPLOYEES  
7 OF OCOSTA #1209  
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OCOSTA SCHOOL DISTRICT #172

9  
10 BY: *Sonya Miller*  
11 Sonya Miller, Chapter President  
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BY: *Heather Sweet*  
Heather Sweet, Superintendent

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14 DATE: 3-19-2025  
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DATE: 3/19/25  
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## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF OCOSTA, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE OCOSTA SCHOOL DISTRICT #172. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

### **SUBJECT: Establishing Hire Date for Paraeducators**

This Memorandum of Understanding (MOU) is entered into between the Ocosta School District and the Public School Employees (PSE) Union to clarify the official hire date for paraeducators within the district.

### **AGREEMENT:**

1. The hire date for a paraeducator shall be defined as the first day the employee performs work in the position, provided they meet the minimum qualifications as required by law, including either:
  - o A minimum of 90 college credits from an accredited institution, or
  - o Successful completion of the Paraeducator Assessment (ParaPro) test was taken and passed in the first 30 work days, the hire date will stand and after the 30 day mark, hire date will be when the test is passed.
2. If an individual begins working in a paraeducator role but has not yet met these requirements, their official hire date shall be the date on which they fulfill the qualifications.
3. Until the required qualifications are met, the individual may be considered a temporary or conditional employee at the district's discretion, with limited rights under the collective bargaining agreement.
4. This MOU is intended to clarify the interpretation and application of hiring procedures for paraeducators and does not alter any other terms of the collective bargaining agreement between the District and the PSE Union.
5. This agreement shall take effect immediately upon signing and remain in effect unless modified by mutual agreement of both parties.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES  
OF OCOSTA #1209

BY: Sonya Miller  
Sonya Miller, Chapter President

DATE: 3-19-2025

OCOSTA SCHOOL DISTRICT #172

BY: Heather Sweet  
Heather Sweet, Superintendent

DATE: 3/19/25