

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**ODESSA SCHOOL DISTRICT #105-157-166J**

AND

**PUBLIC SCHOOL EMPLOYEES OF ODESSA**

SEPTEMBER 1, 2021 - AUGUST 31, 2024



**Public School Employees of Washington/SEIU Local 1948**  
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## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	1
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V HOURS OF WORK AND OVERTIME	4
ARTICLE VI HOLIDAYS AND VACATIONS	8
ARTICLE VII LEAVES	9
ARTICLE VIII PROBATION, SENIORITY AND LAYOFF PROCEDURES	12
ARTICLE IX DISCIPLINE AND DISCHARGE OF EMPLOYEES	14
ARTICLE X VOCATIONAL TRAINING	14
ARTICLE XI GRIEVANCE PROCEDURES	15
ARTICLE XII SALARIES AND EMPLOYEE COMPENSATION	17
ARTICLE XIII TERM AND SEPARABILITY OF PROVISIONS	17
ARTICLE XIV INSURANCE AND RETIREMENT	18
ARTICLE XV MEMBERSHIP AND CHECKOFF	19
ARTICLE XVI ALCOHOL AND CONTROLLED SUBSTANCE TESTING FOR COMMERCIAL DRIVER'S LICENSE EMPLOYEES	20
SIGNATURE PAGE	20
SCHEDULE A (2021-2022)	21
ADDENDUM A ADDITIONAL PAY FOR CREDIT / CLOCK HOURS EARNED	22

1 **P R E A M B L E**

2  
3 This Agreement is made and entered into by and between the Board of Directors of the Odessa School  
4 District, hereinafter the “District” and Public School Employees of Odessa, an affiliate of Public  
5 School Employees of Washington/SEIU Local 1948, hereinafter “Association”.

6  
7 The parties agree that it is in their mutual interest to promote systematic and effective employee-  
8 management cooperation; to confer and negotiate in good faith, with respect to grievance procedures  
9 and collective negotiations on personnel matters, including wages, hours and working conditions and  
10 to promote reasonable employee participation in the development of personnel matters.

11  
12  
13 **A R T I C L E I**

14  
15 **RECOGNITION AND COVERAGE OF AGREEMENT**

16  
17 **Section 1.1. Exclusive Representation.**

18 The District hereby recognizes the Association as the exclusive representative of all employees in the  
19 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of  
20 representing the interests of all such employees.

21  
22 **Section 1.2. Exempt Classified Employees.**

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

26  
27 **Section 1.3. Classifications of Employees.**

28 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
29 the following general classifications: Transportation, Custodial/Maintenance, Food Service, and  
30 Paraeducator.

31  
32 The following positions are exempt from PSE membership: The Secretary to the Superintendent,  
33 District Business Manager, K-12 Secretaries, Transportation Supervisor, and Director of Facilities.

34  
35 **Section 1.4. Substitute Classified Employee.**

36 Substitute classified employees employed for more than thirty (30) days of work within any twelve  
37 (12) month period ending during the current or immediately preceding school year, and who continue  
38 to be available for employment as substitutes, are regular part-time employees of the District and are  
39 included in the bargaining unit and limited in coverage to Articles I, II and IV of the Agreement.

40  
41  
42 **A R T I C L E II**

43  
44 **RIGHTS OF THE EMPLOYER**

45  
46 **Section 2.1. Authority of Management.**

47 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
48 vested in management officials of the District. Included in these rights in accordance with and subject



1 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
2 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
3 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
4 release employees from duties because of lack of work or for other legitimate reasons. The District  
5 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
6 means, and the personnel by which operations undertaken by the employees in the unit are to be  
7 conducted.

8  
9 **Section 2.2. Reasonable Rules and Regulations.**

10 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
11 District. In making rules, regulations, and policies related to working conditions, the District shall give  
12 due regard and consideration to the rights of the Association and the employees and to the obligations  
13 imposed by the Association.

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15  
16 **ARTICLE III**

17  
18 **RIGHTS OF EMPLOYEES**

19  
20 **Section 3.1. Right to Join the Association.**

21 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
22 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.  
23 The freedom of such employees to assist the Association shall be recognized as extending to  
24 participation in the management of the Association, including presentation of the views of the  
25 Association to the Board of Directors of the District or any other governmental body, group, or  
26 individual.

27  
28 **Section 3.2. Matters of Personal Concern.**

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

31  
32 **Section 3.3. Association Representation.**

33 Employees subject to this Agreement have the right to have Association representatives present at  
34 discussions between themselves and supervisors or other representatives of the District when  
35 employees have reason to believe that the discussion may result in disciplinary action.

36  
37 **Section 3.4. Right to Delegate.**

38 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
39 exclusive of compensation for services rendered to appropriate officials of the Association.

40  
41 **Section 3.5. Discrimination.**

42 Neither the District, nor the Association, shall discriminate against any employee subject to this  
43 Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged  
44 veteran or military status, sexual orientation including gender expression or identity, the presence of  
45 any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a  
46 person with a disability which may be performed efficiently by an individual without danger to the  
47 health or safety of the physically handicapped person or others.

1 **Section 3.6. Personnel File.**

2 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the  
3 District administration office. Each employee shall have the right upon request, and after making an  
4 appointment for that purpose with the personnel administrator, to review the contents of his/her official  
5 personnel file. The review shall be made in the presence of the administrator responsible for  
6 safekeeping of these files. During the review employees shall be allowed to copy any material therein  
7 and shall be permitted to make a written inventory of material there, and, on request, have such  
8 inventory signed and dated by a representative of the administration. Employees shall be allowed to  
9 attach written comments to anything placed in their personnel file.

10  
11 **Section 3.6.1. Personnel File Documents.**

12 Employees shall be given a copy of any material that is placed in their personnel file within  
13 five (5) days of placement in the file.

14  
15 **Section 3.7. Association Leave and Release Time.**

16 Classified employees who are duly authorized by the Association and who are mutually scheduled by the  
17 parties to participate during working hours in negotiations, grievance proceedings, conferences, or other  
18 meetings relating to matters between the District and the Association shall suffer no loss of pay for  
19 attendance at said meetings.

20  
21 Release time shall be granted to the Association President or his/her designees to carry out the duties of  
22 his/her office. The total amount of release time will be a maximum of ten (10) days a year, not to exceed  
23 two (2) days in any given month. Substitute cost shall be reimbursed by the Association.

24  
25 **Section 3.8. Union Release Time.**

26 Release time for Odessa PSE members requested by the Public School Employees of Washington/SEIU  
27 Local 1948 State organization may be granted to the employee. All costs associated with the employee's  
28 absence will be reimbursed by PSE of Washington. Request for release time will be handled through the  
29 Superintendent's office and shall be submitted no less than two weeks prior to date of requested days off.

30  
31 **Section 3.9. Evaluations.**

32 The purpose for observations and evaluation is not only to observe the quality and quantity of the work  
33 of the employee, but to evaluate and guide the employee in the performance of the employee's duties  
34 in a positive and helpful manner.

35  
36 The immediate supervisor will be responsible for the evaluations which will occur at least once in the  
37 employee's work year, except that new employees shall be evaluated twice during their first year of  
38 employment. Each supervisor shall address concerns within fifteen (15) working days of the event  
39 throughout the school year with the employee. Shall the Supervisor fail to address concerns with the  
40 employee the concerns shall not be placed on the evaluation form.

41 Employees will have the opportunity to discuss the evaluation with their immediate supervisor. The  
42 employee will sign the evaluation acknowledging receipt of the evaluation; however, such signature  
43 does not necessarily imply agreement. Employees shall be allowed to attach rebuttal statements to said  
44 evaluation which shall be attached to the evaluation in the personnel file.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

**Section 4.1. Association Rights & Responsibilities.**

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

**Section 4.2. Notification of New Hires.**

The District shall inform the Association of all new hires within ten (10) business days of their hire.

**Section 4.2.1. New Employee Orientation.**

Orientation will be provided to all new employees to review all paperwork to include hours, wage, and benefits. The District will provide the Union reasonable access to new employees for the purpose of presenting information about their exclusive bargaining representative. This thirty (30) minute meeting with local PSE representatives may occur at the new hire's discretion, during the new hire's work time, within ninety (90) days of their hire date but scheduled not to interfere with District operations.

**Section 4.3. Right to Delegate.**

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

**Section 4.4. Association Representatives Check In.**

Representatives of the Association upon making their presence known to the District and receiving permission shall have access to the District premises during business hours, provided that no conferences or meeting between employees and Association representatives will in any way hamper or obstruct the normal flow of work. Notification to the District shall be to the School District Superintendent or his designee if the Superintendent is not present when said representative arrives on the District premises.

ARTICLE V

HOURS OF WORK AND OVERTIME

**Section 5.1. Workweek.**

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

1 **Section 5.2. Definite Shifts.**

2 Each employee shall be assigned to a definite shift with designated times of beginning and ending.  
3 Each employee shall be assigned to a definite and regular shift and workweek, which shall only be  
4 changed in the event of emergency or upon two (2) weeks prior notice to the employee.  
5

6 **Section 5.3. Rest Breaks and Lunch Breaks.**

7 The regular workday shall include one (1), fifteen (15) minute rest break for each four (4) hours of  
8 work and any employee working a shift exceeding four (4) hours shall have a one-half (.5) hour  
9 uninterrupted lunch period without pay.  
10

11 **Section 5.4. Working through Lunch.**

12 Employees required to work through their regular lunch periods will be given time to eat at a time  
13 agreed upon by the employee and supervisor. In the event the District requires an employee to forego  
14 a lunch period and the employee works the entire shift, including the lunch period, the employee shall  
15 be compensated for the foregone lunch period at the employee’s regular hourly rate subject to the  
16 application of overtime rate pursuant to Article V, Section 5.6.  
17

18 **Section 5.5. Unusual School Closure.**

19 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the  
20 District will make every effort to notify each employee to refrain from coming to work. Employees  
21 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a  
22 closure; provided, however, no employee shall be entitled to any such compensation in the event the  
23 employee has actually been notified by the District of the closure prior to leaving home for work, or in  
24 the event that the employee could not be reached by the District by exercise of reasonable means of  
25 communication.  
26

27 **Section 5.5.1. Late Start Options.**

28 In the event that the District decides to start school later than the regular time, employees have  
29 the following options:

- 30 1. If the employee comes to school before the time scheduled for the start, he/she shall be  
31 paid for the time they are in attendance, but no more than their regular shift (or  
32 overtime, if approved).
- 33 2. The employee may use accrued compensatory time to off-set the shortened shift due to  
34 the late start.
- 35 3. The employee may use accrued paid leave (personal, vacation or sick leave) to off-set  
36 the late start. Verification may be required to use sick leave.
- 37 4. If the employee does not report to work, he/she will be recorded as having leave  
38 without pay for the time not in attendance due to the shortened day.
- 39 5. The employee may request and be approved to “make-up” the time on a case-by-case  
40 basis  
41

42 **Section 5.6. Overtime.**

43 All hours worked in excess of the regular forty (40) hour workweek shall be compensated at the rate of  
44 one and one half (1½) times the employee’s base hourly rate of pay or one and one-half (1½) hours of  
45 compensatory time per one (1) hour worked at the employee’s option.  
46

47 Overtime must be “pre-approved” by an administrator or the District Business Manager except in  
48 instances of obvious safety or security matters.



1  
2 Overtime will be reimbursed to the closest quarter hour. When compensatory time is selected, it must  
3 be used within the following sixty (60) working days. Compensatory time not used within sixty (60)  
4 working days shall be compensated at the appropriate rate of pay.

5  
6 **Section 5.7. Call Back.**

7 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive  
8 workday, shall receive no less than two (2) hours pay at the appropriate rate.

9  
10 **Section 5.8. Transportation.**

11  
12 **Section 5.8.1. Regular Open Route.**

13 At any time, a regular route is open, the District will notify the regular drivers and open the  
14 position for first consideration in accordance with Article VIII, Section 8.7.

15  
16 **Section 5.8.2. Beginning of the School Year.**

17 Bus Drivers will receive eight (8) hours (two [2] hours all-staff training, four [4] hours required  
18 to specific bus training, two [2] hours for other functions) prior to school starting to attend in-  
19 service, clean buses, establish routes, dry run, call parents and clean motor pool vehicles. This  
20 extra time will be time sheeted.

21  
22 **Section 5.8.3. Overnight Field Trips and Athletic Events.**

23 No bus driver will be forced to take a trip in place of a regular daily route if the driver will earn  
24 less money on the trip. Bus drivers will be paid one hundred and fifty dollars (\$150.00) per day  
25 for overnight trips.

26  
27 **Section 5.8.4. Trip Sign Up Sheet.**

28 The trip sign-up sheet shall provide the following information: date, destination, starting time,  
29 and approximate length of the run, whenever possible, trip shall be posted for five (5) working  
30 days, except for unforeseen circumstances or emergencies. If posting time is not possible,  
31 eligible drivers shall be called by seniority until the run is filled.

32  
33 **Section 5.8.5. Standby Status.**

34 A bus driver on standby status is required to remain at the specific location or immediate  
35 vicinity of the trip destination. The driver is required to immediately report to active status if  
36 the need arises. The bus driver must notify trip supervisory personnel of the location where the  
37 driver may be reached during standby status.

38  
39 **Section 5.8.6. Full Time Bus Driver**

40 All full-time bus drivers shall be paid a minimum of four (4) hours per day. A full-time bus  
41 driver is one who has more than one (1) clock-in time per day. This includes any combination  
42 of A.M. runs, P.M. runs, school day shuttles or sports runs, but is exclusive of extra-curricular  
43 trips.

44  
45 **Section 5.8.7. Part Time Bus Drivers.**

46 A part-time bus driver is one who has only one clock-in time per day. This is exclusive of  
47 extra-curricular trips.



1 **Section 5.8.8. Extra-Curricular Trips.**

2 Extracurricular trips with eight (8) passengers and one driver or less may take an owned motor  
3 pool vehicle. Nine (9) passengers or more will require transportation by buses if buses are  
4 available.

5  
6 The district shall offer trips to drivers based on the criteria outlined in paragraph two of this  
7 section. In the event that a trip is not filled with a driver, then the district shall fill the need as  
8 desired.

9  
10 **Section 5.8.9. Trip Sign Up Sheet.**

11 The trip sign-up sheet shall provide the following information: date, destination, starting time,  
12 and approximate length of the trip, whenever possible. Trips shall be posted for five (5)  
13 working days, except for unforeseen circumstances or emergencies. If posting time is not  
14 possible, eligible drivers shall be called by seniority until the trip is filled.

15  
16 **Section 5.8.10. Trip Driver Responsibilities.**

17 A bus driver is required to remain at the specific location or immediate vicinity of the trip  
18 destination. The driver is required to immediately report to active status if the need arises. The  
19 bus driver must notify trip supervisory personnel of the location where the driver may be  
20 reached during standby status.

21  
22 **Section 5.9. Paraeducators.**

23  
24 **Section 5.9.1. Paraeducators Work Year.**

25 All paraeducators will work and be paid for one hundred eighty (180) days.

26  
27 **Section 5.9.2. Paraeducator Early Release Options.**

28 When the school calendar indicates there will be a shortened school day or early release the  
29 employee’s work schedule will indicate if they are scheduled to work during the early release.  
30 The employee may use accrued paid leave (personal, vacation or sick leave) or flex time in case  
31 of absence. Verification may be required to use sick leave.

32  
33 **Section 5.9.3. Paraeducator Training.**

34 The district will follow provisions as outlined in RCW 28A.413.060.

35  
36 **Section 5.10. Flex Time.**

37 When an employee works pre-approved extra time, the employee may request to have flex time off at  
38 the rate of time earned. Flex time must be taken within the school year earned.

39  
40 **Section 5.11. Compensatory Time.**

41 At the request of the employee who is required to work overtime, overtime compensation may be  
42 given in the form of compensatory time at the rate of time and one-half opposed to payment at that  
43 rate. Employees may accumulate a maximum of forty (40) hours compensatory time, and  
44 compensatory time may be used only as scheduled by mutual agreement between the employee and the  
45 District. Compensatory time accumulated may not carry into a succeeding fiscal year; therefore,  
46 compensatory time accumulations in August of any year will be paid for in the August payroll and,  
47 therefore, exhausted.



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# ARTICLE VI

## HOLIDAYS AND VACATIONS

### Section 6.1. Holidays.

All full-time, twelve (12) month employees shall receive the following paid holidays that fall within their work year:

- |  |                                   |
|--|-----------------------------------|
| 1. Day before or after New Year’s Day    | 8. Labor Day                      |
| 2. New Year’s Day                        | 9. Veterans Day                   |
| 3. Martin Luther King, Jr.’s Birthday    | 10. Thanksgiving Day              |
| 4. Presidents’ Day                       | 11. Day after Thanksgiving Day    |
| 5. Memorial Day                          | 12. Day before or after Christmas |
| 6. Juneteenth – (June 19 <sup>th</sup> ) | 13. Christmas Day                 |
| 7. Independence Day                      |                                   |

All part-time (less than twelve (12) month) employees shall receive the following paid holidays that fall within their work year. Beginning in the 2022-2023 school year Veteran’s Day will be added to less than twelve (12) month employees paid holidays that fall within their work year.

1. Labor Day
2. Veteran’s Day (beginning in the 2022-2023 school year)
3. Thanksgiving Day
4. Christmas Day
5. New Year’s Day
6. Memorial Day

### Section 6.1.1. Holidays During Vacation.

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

### Section 6.2. Vacation.

Upon completion of the second through fourth year of service with the School District, each full-time employee shall earn ten (10) days paid vacation per year. Upon completion of the fifth (5th) through ninth (9th) years of service, each full-time employee shall earn fifteen (15) days paid vacation per year. Upon completion of the tenth (10th) through fifteenth (15th) years of service, each full-time employee shall receive twenty (20) days paid vacation per year. Upon completion of fifteen plus years of service, each full-time employee shall receive twenty-five (25) days paid vacation per year.

- |               |                          |
|---------------|--------------------------|
| • Years 2-4   | 10 days’ vacation earned |
| • Years 5-9   | 15 days’ vacation earned |
| • Years 10-14 | 20 days’ vacation earned |
| • Years 15+   | 25 days’ vacation earned |

### Section 6.2.1. Approval of Vacation Leave.

Approval of the Superintendent or designee must be given prior to an employee taking vacation leave. Employees should request vacation time seven (7) days or more in advance.



1 **Section 6.2.2. Leave of Absence Accountability.**

2 Time on authorized leave of absence will be counted as continuous service for the purpose of  
3 establishing and retaining eligibility dates.

4  
5 **Section 6.2.3. Vacation Credit.**

6 Except as provided in the following section, any vacation credit currently due but unused by the  
7 new accrual date each year may be carried over for one (1) year following the accrual date with  
8 the approval of the immediate supervisor and administration. No vacation may be carried over  
9 for more than one (1) year beyond the date on which it became due; provided, however, no  
10 employee shall be denied accrued vacation benefits due to District employment needs.

11  
12 **Section 6.2.3.1. Vacation Cash-Out.**

13 An eligible employee may cash-out up to one year’s vacation on a one for one basis  
14 provided that; the District is notified before December of the fiscal year in which cash-  
15 out will take place; provided further that in the event that there is more than one  
16 employee requesting the cash-out the employee with the earliest hire date will have  
17 preference on a rotating basis unless the District agrees to allow multiple cash-out in the  
18 same fiscal year; or if the employee has unforeseen circumstances, such as a financial  
19 burden, the District may waive the above requirements. An eligible employee is  
20 defined as a twelve (12) month employee.

21  
22 **Section 6.2.4. Fulltime Employee’s Extra Holiday.**

23 Despite the day on which New Year’s Day, Christmas Day or Independence Day falls, a full-  
24 time employee shall be granted one holiday for each, with said holiday to be scheduled and  
25 approved by the Superintendent.

26  
27 **Section 6.2.5. Discharge of Employee.**

28 Any employee who is discharged or who terminates employment shall receive payment for  
29 unused accrued vacation.

30  
31  
32 **ARTICLE VII**

33  
34 **LEAVES**

35  
36  
37 **Section 7.1. Illness, Injury and Emergency Leave.**

38 The District shall grant each full-time, twelve (12) month employee twelve (12) sick leave days  
39 annually. Employees who work less than twelve (12) months shall be prorated on the basis of one (1)  
40 day sick leave per month employed. Each employee’s portion of unused sick leave allowance shall  
41 accumulate from year to year to a maximum of one hundred and eighty (180) days. Employees shall  
42 be allowed to carry up to one hundred and ninety-two (192) days, one hundred and eighty (180) days  
43 accrued plus twelve (12) days for the current year. On or about January 1 of each school year, the  
44 employee may cash in up to twelve (12) days of unused sick leave above the accumulation of one  
45 hundred and eighty (180) days for the purpose of depositing in the Employee’s VEBA account at the  
46 ratio of one (1) full day’s pay for four (4) accumulated sick leave days. Upon retirement an employee  
47 may cash in accumulated sick leave, as accumulated by the individual up to a maximum of one



1 hundred and eighty (180) days at the rate of one (1) full day's pay for four (4) days of accumulated  
2 sick leave.

3  
4 Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health,  
5 maternity/paternity, quarantine, or other disability is covered by the sick leave provisions. Sick leave  
6 may also be used for immediate family illness, injury, or doctor/dental/optical appointments.

7  
8 Emergency leave shall be granted and deducted from sick leave accumulation to the terms of this  
9 provision under the following conditions:

- 10  
11 1. The problem must be suddenly precipitated and of such a nature that preplanning is not  
12 possible or where preplanning cannot relieve the necessity of the employee's absence.
- 13  
14 2. The problem cannot be one of minor importance or of mere inconvenience but must be serious.
- 15  
16 3. Emergency leave shall apply in the case of serious illness in the immediate family to include  
17 spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, and  
18 grandfather. Employees directly responsible for the care of extended family (i.e., stepparents,  
19 stepchildren) not listed, may request emergency leave with the approval of the Superintendent.

20  
21 **Section 7.1.1. Workers Compensation.**

22 An employee may draw sick leave or State Industrial payment; however, he/she may not draw  
23 both at the same time in such manner that a combination thereof would exceed their base rate  
24 of hourly pay. When such leave is involved, such days will be drawn on increments of full or  
25 half day units.

26  
27 **Section 7.1.2. Accrued Sick /Emergency Leave.**

28 Employees who have accrued illness, injury and emergency leave while employed by another  
29 public school district in the State of Washington shall be given credit for such accrued illness,  
30 injury and emergency leave upon employment by the District.

31  
32 **Section 7.1.3. WA State Paid Family and Medical Leave (PFML).**

33 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical  
34 Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To  
35 be eligible for this leave, employees must have worked a minimum of eight hundred twenty  
36 (820) hours within the past calendar year. More information can be found at  
37 <https://paidleave.wa.gov/workers>.

38  
39 **Section 7.2. Bereavement Leave.**

40 Each employee is granted three (3) days of bereavement leave that shall be allowed for each  
41 occurrence. Absence due to death in the immediate family or spouse's immediate family (immediate  
42 family is defined as parent, sibling, spouse, child, grandparents, grandchildren, stepmother, and  
43 stepfather) shall be classified as bereavement leave. Any additional days needed per occurrence may be  
44 taken from sick leave only when all personal leave days have been exhausted.

45  
46 In the event of the death of any other relatives not specifically listed herein, leave appropriate to the  
47 closeness of family ties may be allowed at the District's discretion.

1 **Section 7.3. Personal Leave.**

2 A total of three (3) annual personal leave days with pay per year will be allowed to each classified  
3 employee. Notification of leave request shall be made to the employee’s supervisor or designee at least  
4 two (2) days before taking leave, except in an emergency. The employee shall not be required to state  
5 the reason for taking such leave, other than he/she is taking leave under this section.  
6

7 The employee may cash up to three (3) days of any unused Personal Leave at the employee’s rate of  
8 daily pay. The applicable paperwork must be completed during the last two (2) weeks of school.  
9

10 **Section 7.4. Maternity Leave.**

11 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at  
12 such time as the employee, and her medical advisor, deem necessary. Employees granted maternity  
13 leave must return to work not later than one (1) year following the granting of the maternity leave.  
14 Employees granted maternity leave may, at their option, be allowed compensation for maternity leave  
15 in accordance with Section 7.1 above. Before returning to work, the employee must be certified by her  
16 physician as ready and able to return.  
17

18 **Section 7.5. Paternity Leave.**

19 A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the  
20 birth of his child. Such leave shall be deducted from accumulated illness, injury, or emergency leave.  
21

22 **Section 7.6. Judicial Leave.**

23 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
24 as a codefendant with the District, employees are allowed to keep any compensation they receive for  
25 serving as a member of a jury in addition to their regular pay as per WAC 357-31-315. In the event  
26 that an employee is a party in a court action, such employee may request a leave of absence.  
27

28 **Section 7.7. Leave of Absence.**

29 Upon recommendation of the immediate supervisor through administrative channels to the  
30 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of  
31 absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to  
32 extended illness, one (1) additional year may be granted. Such leave may be granted with or without  
33 pay at the discretion of the Superintendent and/or Board of Directors.  
34

35 **Section 7.7.1. Replacement Employee.**

36 Employees hired on a non-continuing basis, to fill positions of employees on leave of absence,  
37 will be hired for a specific time, during which they shall be subject to all provisions of this  
38 Agreement. It shall be the responsibility of the employer to inform replacement employees of  
39 these provisions.  
40

41 **Section 7.7.2. Leave of Absence Rights Retention.**

42 The employee will retain accrued sick leave, vested vacation rights, and seniority while on  
43 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
44 the employee is on leave of absence; provided, however, that if such leave is approved for  
45 extended illness or injury, seniority shall accrue.  
46



1 **Section 7.8. Calculation of Leave Time.**

2 Leave time will be calculated by the hour. All applicable leaves of absence provided for in this  
3 Section shall be in full compliance with appropriate state and federal laws. Employees will be  
4 considered as covered by the Family Medical Leave Act.

5  
6 **Section 7.9. Sick Leave Sharing.**

7  
8 **A. Right to Donate**

9 Employees may donate sick leave to come to the aid of another school District employee who  
10 is suffering from an extraordinary or severe illness, injury, impairment or physical or mental  
11 condition which causes or is likely to cause the employee to take leave without pay or terminate  
12 his or her employment. If an employee is receiving Workman’s Compensation, they are not  
13 entitled to receive sick leave sharing.

14  
15 **B. Minimum Accumulation**

16 An employee who has an accrued sick leave balance of more than one hundred and seventy-six  
17 (176) hours may donate such leave.

18  
19 **C. Limits**

20 Employees cannot donate sick leave days that would result in their sick leave account going  
21 below one hundred and seventy-six (176) hours.

22  
23 **D. Status of Leave Employees**

24 While an employee is on leave under this section, he or she shall be classified as an employee  
25 and shall receive the same treatment in respect to salary, wages, and employee benefits as the  
26 employee would normally receive if using accrued sick leave. Payment of sick leave shall be  
27 in accordance with state statutes, rules, and regulations.

28  
29  
30  
31 **ARTICLE VIII**

32 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

33  
34  
35 **Section 8.1. Seniority Date.**

36 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
37 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be  
38 lost as hereinafter provided.

39  
40 **Section 8.2. Probationary Period.**

41 Each new hire shall remain in a probationary status for a period of not more than ninety (90) working  
42 days following the hire date.

43  
44 **Section 8.3. Completion of Probationary Period.**

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



1 **Section 8.4. Seniority Rights Lost.**

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

- 3 1. Resignation.
- 4 2. Discharge for justifiable cause.
- 5 3. Retirement.
- 6 4. Change in job classification within the bargaining unit, as hereinafter provided.

7  
8 **Section 8.5. Seniority Rights Shall Not be Lost.**

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

- 10 1. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 11 2. Time on leave of absence granted for the purpose of serving in the Armed Forces
- 12 of the United States.
- 13 3. Time spent on other authorized leaves.
- 14 4. Time spent in layoff status as hereinafter provided.

15  
16 **Section 8.6. Experience Credits.**

17 Seniority rights shall be effective within the general job classification (as defined in Section 1.3.). It is  
18 understood that the parties may mutually agree to make exceptions to this provision in unusual  
19 circumstances. Experience credit within classification shall be applied at 50% for placement on  
20 Schedule A.

21  
22 **Section 8.7. Seniority Rights.**

23 The employee with the earliest hire date shall be given first rights regarding vacation periods,  
24 promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are  
25 substantially equal with junior employees. If the District determines that seniority rights should not  
26 govern because a junior employee possesses ability and performance substantially greater than a senior  
27 employee or senior employees, the District shall set forth in writing to the employee or employees its  
28 reasons why the senior employee or employees have been bypassed. It is understood that the parties  
29 may mutually agree to make exceptions to this provision in unusual circumstances.

30  
31 **Section 8.8. Posting of Job Openings.**

32 The District shall publicize within the bargaining unit for five (5) working days the availability of new  
33 or open job positions as soon as possible after the District is apprised of the opening. The job posting  
34 will include general qualifications, specific job responsibilities required of the job. If after five (5) days  
35 there are no qualified applicants from within the bargaining unit, then the District may publicize and  
36 accept applications from outside the bargaining unit.

37  
38 After the position posting closes such positions shall be filled or eliminated. If a posting has a change,  
39 the District will re-post the position for five (5) days and notify the Association President. In-district  
40 employees in and out of classification will receive preferential rights versus an out-of-district  
41 applicant. The timelines may be extended under unusual circumstances upon mutual consent of the  
42 parties. A copy of the job posting shall be forwarded to the President of the Association and to the  
43 Association representative of the classification concerned.

44  
45 During the summer, the District shall publicize for five (5) workdays the availability of new or open  
46 job positions as soon as possible after the District is apprised of the opening on-line. An e-mail  
47 notification will be made to all employees during the summer months.



1 **Section 8.9. Layoff.**

2  
3 **Section 8.9.1. Reemployment List.**

4 In the event of layoff, employees so affected are to be placed on a reemployment list  
5 maintained by the District according to layoff ranking. Such employees are to have priority  
6 over new hires in filling an opening in the classification held immediately prior to layoff.  
7

8 **Section 8.9.2. Layoff Status Mandates.**

9 Employees on layoff status shall file their addresses in writing with the personnel office of the  
10 District and shall thereafter promptly advise the District in writing of any change of address.  
11

12 **Section 8.9.3. Offer of Reemployment.**

13 An employee shall forfeit rights to reemployment as provided in Section 8.9 if the employee  
14 does not comply with the requirements of Section 8.10, or if the employee does not respond to  
15 the offer of reemployment within fifteen (15) workdays.  
16

17 **Section 8.9.4. Layoff/Reemployment.**

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

22  
23 **ARTICLE IX**

24  
25 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

26  
27 **Section 9.1. Discipline or Discharge.**

28 The District shall have the right to discipline or discharge an employee for just cause. The issue of just  
29 cause shall be resolved in accordance with the grievance procedure. If the District has reason to  
30 reprimand an employee, it shall be done in a manner which will not embarrass the employee before  
31 other employees or the public.  
32

33 **Section 9.2. Layoff Notification.**

34 Except in extraordinary cases, and as otherwise provided in this Article, the District will give  
35 employees two (2) weeks' notice of intention to layoff or discharge, if such a determination is  
36 preceded by a period of probation. In the event discharge is determined to be of an immediate nature,  
37 such notice is not required.  
38  
39

40  
41 **ARTICLE X**

42  
43 **VOCATIONAL TRAINING**

44 **Section 10.1. Renewal of License, Certifications, and Health Requirements.**

45 **A. Licenses/Certifications:**

46 The District will reimburse employees for the cost of fees associated with obtaining or renewing any  
47 license including CDL endorsement, or certification that is required by the District in order to  
48 perform the essential functions of the position to which the employee is assigned. Prior approval for





1 any additional license, endorsement, or certificate from the employee’s supervisor is required. This  
2 section does not apply to an employee’s regular driver’s license.  
3

4 **B. Health Requirements:**

5 Department of Transportation (DOT) physical shall be first billed to the employee’s insurance. The  
6 district shall be responsible for the difference and/or the co-pay. If the employee is not covered by  
7 insurance, the district shall be responsible for the cost of the physical. The District is not responsible  
8 for pre-employment costs when the potential employee does not meet the necessary requirements or  
9 does not gain employment.  
10

11 Drivers who do not log a minimum of twenty (20) hours during the previous year will be responsible for  
12 the cost of their DOT physical. Exceptions will be made for full or part-time district employees who  
13 work in departments other than transportation.  
14

15 **Section 10.2. First Aid Training.**

16 The cost of first-aid training will be paid by the District for all classified employees. The class will be  
17 held at a district site. Employees will be paid for their class time at their hourly rate of pay through  
18 time sheeting or the option of flex time.  
19

20 Since it is mutually recognized by all parties that safety within the confines of the School District is  
21 paramount, it is required that each employee covered hereunder shall attend a first-aid course  
22 conducted by a properly authorized person.  
23

24 **Section 10.3. Right Response and Lifting of Students.**

25 Paraeducators assigned to students deemed to require Right Response training or special lifting will be  
26 offered appropriate training on an annual basis.  
27  
28  
29

30 **ARTICLE XI**

31 **GRIEVANCE PROCEDURES**

32  
33  
34 **Section 11.1. Grievance or Complaints.**

35 Grievances or complaints arising between the District and its employees within the bargaining unit  
36 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
37 Terms and Conditions of this Agreement, shall be resolved by complying with this Article. All  
38 grievances not brought to the immediate supervisor in accordance with the preceding sentence within  
39 fifteen (15) workdays of the occurrence of the grievance shall be invalid and subject to no further  
40 processing.  
41

42 **Section 11.2. Grievance Steps.**

43  
44 **Section 11.2.1. Step 1.**

45 The employee shall first discuss the grievance with his/her immediate supervisor. If the  
46 employee wishes, the employee may be accompanied by an Association representative at such  
47 discussion. The supervisor shall have fifteen (15) workdays to respond.  
48

1 **Section 11.2.2. Step 2.**

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

- 5 1. The facts on which the grievance is based.  
6 2. A reference to the provisions in this Agreement which have been allegedly violated.  
7 3. The remedy sought.

8  
9 The employee shall submit the written statement of grievance within five (5) working days of  
10 the supervisor’s response under Section 11.2.1. to his immediate supervisor for reconsideration  
11 and shall submit a copy to the official in the Administration immediately responsible for said  
12 personnel. The parties shall have five (5) working days upon receiving the written statement of  
13 grievance to resolve it by indicating on the statement of grievance the disposition. If an  
14 agreeable disposition is made, all parties to the grievance shall sign it.

15  
16 **Section 11.2.3. Step 3.**

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

23  
24 **Section 11.2.4. Step 4.**

25 The employee and/or employer reserves the right to bypass mediation as described in the  
26 preceding subsection and appeal directly to the Board of Directors for disposition of the  
27 grievance. In this event, the Board of Directors shall render a decision regarding disposition of  
28 the grievance within thirty (30) days of hearing the grievance.

29  
30 **Section 11.2.5. Step 5.**

31 If no settlement has been reached within the thirty (30) days referred to in the preceding  
32 subsection, the employee may demand arbitration of the grievance. Any dispute, claim or  
33 grievance arising out of or relating to the interpretation, or the application of this agreement  
34 shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the  
35 American Arbitration Association. If mutually agreed, the parties may submit to arbitration  
36 under the Expedited Labor Arbitration Rules of the American Arbitration Association. The  
37 parties further agree to accept the arbitrator’s award as final and binding upon them.

38  
39 **Section 11.3. Grievance/Arbitration Discussions.**

40 The grievance or arbitration discussions shall take place whenever possible on school time. The  
41 employer shall not discriminate against any individual employee or the Association for taking action  
42 under this Article.

43  
44 **Section 11.4. Timelines.**

45 The timelines above may be extended upon written mutual agreement of the parties.  
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47  
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**ARTICLE XII**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 12.1. Compensation of Hours Worked.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours assigned or pre-approved hours worked. Each employee shall receive an accounting and itemization of all compensation with each paycheck.

**Section 12.2. Calculating Daily Hours.**

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

**Section 12.3. Mileage Reimbursement.**

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at a rate established annually by the Board of Directors.

**Section 12.4. Overnight Reimbursements.**

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

**Section 12.5. Salary Payments.**

The yearly duration of salary payments will be negotiated through the Business Office of the District.

**Section 12.6. Job Descriptions.**

The District will make available to employees with up-to-date job descriptions at the beginning of each school year. Major modification of existing positions or the creation of new positions shall require the opening of this Agreement to negotiate an appropriate wage.

**ARTICLE XIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 13.1. Term of Agreement.**

The term of this Agreement shall be September 1, 2021 to August 31, 2024.

Beginning September 1<sup>st</sup> of each of the following school years employees shall receive:

- 2021-2022 an additional two percent (2%) IPD plus an additional one percent (1%) to equal a three percent (3%) increase.
- 2022-2023 and additional one point six percent (1.6%) plus an additional two-point four percent (2.4%) to equal a four percent (4%) increase.
  - It is also agreed that there will be two (2) “wild card” Openers: Personal Leave Options and Trip Driver Stand-By Time.
- 2023-2024 Full Openers.



1 members and their dependents as required by State law, the State Operating Budget, and the  
2 School Employees Benefits Board (SEBB).

3  
4 **Section 14.1.2. SEBB Insurance Plans.**

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

8  
9 **Section 14.1.3. SEBB Eligibility.**

10 The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work  
11 630 hours or more per school year.

12  
13 **Section 14.2. Washington Public Employees Retirement System.**

14 In determining whether an employee subject to this Agreement is eligible for participation in the  
15 Washington Public Employees Retirement System, the District shall report all hours worked, whether  
16 straight time or overtime.

17  
18 **Section 14.3. Tax Sheltered Annuity.**

19 All employees subject to this Agreement shall be entitled to participate in any tax-sheltered annuity or  
20 similar program so instigated and previously approved by the District.

21  
22  
23  
24 **ARTICLE XV**

25  
26 **MEMBERSHIP AND CHECKOFF**

27  
28 **Section 15.1. PSE Dues.**

29 The District shall deduct PSE dues or service charges from the pay of any employees who authorizes  
30 such deductions in writing pursuant to RCW 41.56. The District shall transmit all such funds deducted  
31 to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

32  
33 **Section 15.2. Association Membership.**

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

39  
40 **Section 15.3. Dues Authorizations.**

41 The District shall deduct PSE dues, assessments, or voluntary political contributions from the pay of any  
42 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. PSE will be the  
43 custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records,  
44 it has the responsibility to ensure the accuracy and safe keeping of those records. The District shall  
45 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU  
46 Local 1948 on a monthly basis.

1 **Section 15.4. E-Signatures.**

2 The District agrees to accept dues authorizations via written, voice authorization or by E-signature in  
3 accordance with "E-SIGN". Public School Employees of Washington/SEIU Local 1948 (PSE) will  
4 provide a list of those members who have agreed to union membership via voice authorization. In  
5 addition, upon request, access to the District to the .wav files associated with the voice authorization.  
6  
7  
8

9 **ARTICLE XVI**

10 **ALCOHOL AND CONTROLLED SUBSTANCE TESTING FOR**  
11 **COMMERCIAL DRIVER'S LICENSE EMPLOYEES**

12 **Section 16.1. Test Reimbursements.**

13 The District agrees to pay the cost for the following tests:

- 14 1. Random Test,
- 15 2. Post-Accident Test,
- 16 3. Reasonable Suspension Test, and
- 17 4. Split Sample Test due to primary positive test if the split sample test is negative.

18  
19  
20  
21 The cost of pre-employment tests shall be paid by the employment candidate. This cost shall be  
22 reimbursed by the District upon clearance of employability.

23  
24 The District shall provide reimbursement at the District rate for employee travel, authorized by the  
25 Superintendent, to and from District paid tests.

26  
27 The District shall pay the employee at his/her rate of pay for additional time worked, authorized by the  
28 Superintendent, traveling to and from District paid tests, and time taking District paid tests.  
29  
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32

33 **SIGNATURE PAGE**

34  
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36  
37 PUBLIC SCHOOL EMPLOYEES OF  
38 WASHINGTON / SEUI LOCAL 1948

39  
40  
41 ODESSA CHAPTER

ODESSA SCHOOL DISTRICT #105-157-166J

42  
43  
44 BY:   
45 Lindsay Starkel, Chapter President

46  
47 BY:   
48 Dan Read, Superintendent

DATE: 10-25-2021

DATE: 11/2/2021



**PSE SCHEDULE A**  
**ODESSA SCHOOL DISTRICT #105-157-166J**  
**SEPTEMBER 1, 2021 – AUGUST 31, 2022**  
**Adding 3% Wage Increase**

<u>CLASSIFICATION/POSITION</u>	<u>0-3</u> <u>years</u>	<u>4-7</u> <u>years</u>	<u>8-10</u> <u>years</u>	<u>11-14</u> <u>years</u>	<u>15-19</u> <u>years</u>	<u>20-24</u> <u>years</u>	<u>25+</u> <u>years</u>
<b><u>Custodial/Maintenance</u></b>							
Custodian / Maintenance II	\$ 15.82	\$ 17.02	\$ 18.19	\$ 19.27	\$ 19.90	\$ 20.50	\$ 21.12
Grounds / General	\$ 15.00	\$ 16.16	\$ 17.28	\$ 18.31	\$ 18.92	\$ 19.49	\$ 20.07
Maint / Trans. Assistant	\$ 15.82	\$ 17.02	\$ 18.19	\$ 19.27	\$ 19.90	\$ 20.50	\$ 21.12
Vacation / Substitute Custodian	\$ 14.50						
<b><u>Paraeducators</u></b>							
Paraeducator	\$ 14.96	\$ 16.10	\$ 16.51	\$ 17.52	\$ 18.05	\$ 18.58	\$ 19.14
AA Degree/BA Degree	.40/hr	.40/hr	.40/hr	.40/hr	.40/hr	.40/hr	.40/hr
Teacher Certified Paraeducator	\$ 16.05	\$ 17.23	\$ 17.66	\$ 18.72	\$ 19.26	\$ 19.85	\$ 20.45
Library Paraeducator	\$ 15.90	\$ 17.08	\$ 17.53	\$ 18.58	\$ 19.14	\$ 19.70	\$ 20.29
Lead Paraeducator for Preschool	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51	\$ 23.19	\$ 23.88
Substitute Paraeducator	\$ 14.50						
*Paraeducators who work at least seventy percent (50%) of their day in special education shall receive an additional fifty cents (\$0.50) per hour for all hours worked.							
<b><u>Food Service</u></b>							
Head Cook	\$ 18.06	\$ 18.77	\$ 19.71	\$ 20.88	\$ 22.32	\$ 23.00	\$ 23.69
Assistant Cook	\$ 14.90	\$ 16.05	\$ 16.45	\$ 17.45	\$ 17.97	\$ 18.52	\$ 19.08
Substitute Kitchen Help	\$ 14.50						
<b><u>Health Services</u></b>							
Licensed Practical Nurse (LPN)	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51	\$ 23.19	\$ 23.88
<b><u>Transportation</u></b>							
Bus Driver	\$ 18.28	\$ 19.07	\$ 19.80	\$ 20.37	\$ 21.03	\$ 21.66	\$ 22.31
<b>Driver Standby</b>	\$ 16.25	\$ 16.25	\$ 16.25	\$ 16.25	\$ 16.25	\$ 16.25	\$ 16.25
Substitute bus Drivers (Base pay 0-3 years)	\$ 18.28						
<b><u>Technology</u></b>							
Technology Assistant	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45
<b><u>Work Year</u></b>							
1. Paraeducators work at least one hundred eighty days (180) per school year.							
2. Bus Drivers shall work at least one hundred eighty days (180) per school year.							
3. Food Service shall work at least one hundred eighty days (180) per school year.							
4. Custodial/Maintenance shall work at least two hundred sixty days (260) per school year.							
5. Maintenance/Transportation Assistant shall work at least two hundred twenty days (220) per school year.							
Wage Increases							
2021-2022 SY 2% IPD + 1% = 3% increase							
2022-2023 SY 1.6% IPD + 2.4% = 4% increase							
2023 - 2024 - Openers (see <b>Section 13.3</b> )							



**Addendum A**  
Odessa School District

**Additional Pay for Credits/Clock Hours Earned**

Any employee may seek to improve his/her skills, knowledge and enhance their current position by taking classes and workshops approved by the District. Credits or clock hours earned may be applied to the following schedule for salary enhancement. This section will become effective beginning with the 2006-07 school year.

10 clock hours equals one (1) credit.

<u>5 cr. (50CH)</u>	<u>10 cr. (100CH)</u>	<u>20 cr. (200CH)</u>	<u>40 cr. (400CH)</u>
\$0.05	\$0.15	\$0.20	\$0.40

**Schedule A Provisions**

Credit/Clock Hours

1. Credit or hours required to maintain licensing or meet the provisions of the contract will not be counted, such as bus driver certification requirements, spray license, Paraprofessional certification, etc. for salary enhancement.
2. Credits must be documented on a signed clock hour form or an official college transcript.
3. Documentation of course completion for salary enhancement must be submitted to the District office no later than September 1.
4. Prior approval will be secured from the Superintendent by the participant of the workshop or class before the district will grant the credits or clock hours toward salary enhancement.
5. Negotiated salary increases will be applied to the hourly wage and then credit enhancement additions shall be made.
6. Credit or clock hours for a specific class will be accepted for salary enhancement purposes only once.



LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ODESSA CHAPTER AND THE ODESSA SCHOOL DISTRICT #105-157-166J PURSUANT TO ARTICLE XIII, SECTION 13.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

A wording error was found in ***Section 6.2. Vacation.*** Therefore, Section 6.2 will read as follows, and is noted in bold Italic font:

***Section 6.2. Vacation.***

Upon completion of the *first* year of service with the School District, each full-time employee shall earn ten (10) days paid vacation per year. Upon completion of the fifth (5<sup>th</sup>) through ninth (9<sup>th</sup>) years of service, each full-time employee shall earn fifteen (15) days paid vacation per year. Upon completion of the tenth (10<sup>th</sup>) through fifteenth (15<sup>th</sup>) years of service, each full-time employee shall receive twenty (20) days paid vacation per year. Upon completion of fifteen (15) plus years of service, each full-time employee shall receive twenty-five (25) days paid vacation per year.

- Upon completion of 1- 4 years                      10 days' vacation earned
- Upon completion of 5-9 years                      15 days' vacation earned
- Upon completion of 10-14 years                      20 days' vacation earned
- Upon completion of ~~15+~~ <sup>25</sup> years                      ~~15~~ <sup>25</sup> days' vacation earned

This Letter of Agreement shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948

ODESSA CHAPTER

BY: [Signature]  
Lindsay Starkel, Chapter President

ODESSA SCHOOL DISTRICT #105-157-166J

BY: [Signature]  
Dan Read, Superintendent

DATE: 11-19-2021

DATE: 11/22/2021



1 **LETTER OF AGREEMENT**

2  
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN  
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ODESSA CHAPTER,  
5 AND THE ODESSA SCHOOL DISTRICT #105-157-166J PURSUANT TO ARTICLE XIII  
6 SECTION 13.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

7  
8 The parties agree to the following:

9  
10 1. Section 5.8.5. shall be amended to read as follows:

11 **Section 5.8.5. Standby Status.**

12 A bus driver on sub-rate pay is required to remain at the specific location or immediate vicinity of  
13 the trip destination. The driver is required to immediately report to active status if the need arises.  
14 The bus driver must notify the trip supervisory personnel of the location where the drive may be  
15 reached during standby status.  
16

17  
18 2. Section 7.3. shall be amended to read as follows:

19 **Section 7.3. Personal Leave and Carryover.**

- 20  
21 1. Each classified employee shall have four (4) personal leave days per year with pay.  
22 Notification of leave request shall be made to the employee’s supervisor or designee at least  
23 two (2) days before taking leave, except in an emergency. The employee shall not be required  
24 to state the reason for taking such, other than he/she is taking leave under this section.  
25 2. If the employee requests two (2) days consecutively, Superintendent must be notified.  
26 3. The employee may cash out no more than six (6) days a year, rest will be carried over.  
27 4. If more than six (6) days remain at the end of the school year, they will be cashed out at the Per  
28 Diem rate.  
29 5. Personal days require both Principal and Superintendent signatures.  
30 6. All personal leave requests must be submitted by the last school day of April each year if not  
31 April 30.

32  
33 3. Schedule A 2022-2023 is attached and is amended to reflect a 7.9% wage increase.

34  
35 This Letter of Agreement shall become effective September 1, 2022 and shall be attached to the  
36 current Collective Bargaining Agreement.


37  
38  
39 PUBLIC SCHOOL EMPLOYEES OF  
40 WASHINGTON/SEIU LOCAL 1948

41  
42 ODESSA CHAPTER

43  
44 BY:   
45 Lindsay Starkel, Chapter President

46  
47 DATE: 10-29-22

ODESSA SCHOOL DISTRICT #105-157-166J

43  
44 BY:   
45 John Bruce, Superintendent

46  
47 DATE: 10-31-22



PSE SCHEDULE A  
 OSESSA SCHOOL DISTRICT  
 SEPTEMBER 1, 2022 – AUGUST 31, 2023

CLASSIFICATION/POSITION	0-3 Years	4-7 Years	8-10 Years	11-14 Years	15+ Years	20+ Years	25+Years
<b>Custodial/Maintenance</b>							
Custodian / Maintenance II	\$17.07	\$18.36	\$19.63	\$20.79	\$21.47	\$22.12	\$22.79
Grounds / General	\$16.19	\$17.44	\$18.65	\$19.76	\$20.41	\$21.03	\$21.66
Maint / Trans. Assistant	\$17.07	\$18.36	\$19.63	\$20.79	\$21.47	\$22.12	\$22.79
Vacation / Substitute Custodian	\$15.65						
<b>Paraeducators</b>							
Paraeducator	\$16.14	\$17.37	\$17.81	\$18.90	\$19.48	\$20.05	\$20.65
AA Degree/BA Degree	.40/hr	.40/hr	.40/hr	.40/hr	.40/hr	.40/hr	.40/hr
Teacher Certified Paraeducator	\$17.32	\$18.59	\$19.06	\$20.20	\$20.78	\$21.42	\$22.07
Library Paraeducator	\$17.16	\$18.43	\$18.91	\$20.05	\$20.65	\$21.26	\$21.89
Lead Paraeducator for Preschool	\$21.58	\$22.23	\$22.90	\$23.58	\$24.29	\$25.02	\$25.77
Substitute Paraeducator	\$15.65						
*Paraeducators who work at least seventy percent (70%) of their day in special education shall receive an additional fifty cents (\$0.50) per hour for all hours worked.							
<b>Food Service</b>							
Head Cook	\$19.49	\$20.25	\$21.27	\$22.53	\$24.08	\$24.82	\$25.56
Assistant Cook	\$16.08	\$17.32	\$17.75	\$18.83	\$19.39	\$19.98	\$20.59
Substitute Kitchen Help	\$15.65						
<b>Health Services</b>							
Licensed Practical Nurse (LPN)	\$21.58	\$22.23	\$22.90	\$23.58	\$24.29	\$25.02	\$25.77
<b>Transportation</b>							
Bus Driver	\$19.72	\$20.58	\$21.36	\$21.98	\$22.69	\$23.37	\$24.07
Trip Driver/Substitute Bus Drivers	\$19.72						
<i>(Base pay 0-3 years)</i>							
<b>Technology</b>							
Technology Assistant	\$16.67	\$17.17	\$17.68	\$18.21	\$18.76	\$19.32	\$19.91

Work Year

1. Paraeducators work at least one hundred eighty days (180) per school year.
2. Bus Drivers shall work at least one hundred eighty days (180) per school year.
3. Food Service shall work at least one hundred eighty days (180) per school year.
4. Custodial/Maintenance shall work at least two hundred sixty days (260) per school year.
5. Maintenance/Transportation Assistant shall work at least two hundred twenty days (220) per school year.



1 LETTER OF AGREEMENT

2  
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN  
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ODESSA CHAPTER  
5 AND THE ODESSA SCHOOL DISTRICT #105-157-166J PURSUANT TO ARTICLE XIII,  
6 SECTION 13.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
7

8  
9 The parties agree to the following:  
10

11  
12 Washington State Department of Labor & Industries has increased the Washington State Minimum  
13 Wage to fifteen dollars and seventy-four cents (\$15.74) per hour, effective January 1, 2023.  
14

15 All substitute positions on Schedule A that are at wage rates that are below the new minimum rate of  
16 pay shall be paid the new Washington State Minimum Wage.  
17

18 Substitute positions are Substitute Custodian, Substitute Paraeducator, and Substitute Kitchen Help.  
19

20 Schedule A will be amended to reflect the wage increase.  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

31 This Letter of Agreement shall be effective January 1, 2023 and shall be attached to the current  
32 Collective Bargaining Agreement.  
33  
34  
35

36 PUBLIC SCHOOL EMPLOYEES OF  
37 WASHINGTON / SEIU LOCAL 1948

38  
39 ODESSA CHAPTER

40  
41 BY: [Signature]  
42 Lindsay Stafkel, Chapter President  
43

ODESSA SCHOOL DISTRICT #105-157-166J

44  
45 BY: [Signature]  
46 John Bruce, Superintendent  
47

48  
DATE: 11-17-22

DATE: 11-17-22



**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ODESSA CHAPTER AND THE ODESSA SCHOOL DISTRICT #105-157-166J PURSUANT TO ARTICLE XIII, SECTION 13.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. There is a clerical error on Schedule A 2021-2022 and 2022-2023 under the Paraeducators classification, seventy percent (70%) should read fifty percent (50%).

2. The language now reads as follows:

\*Paraeducators who work at least fifty percent (50%) of their day in Special Education shall receive an additional fifty cents (\$0.50) per hour for all hours worked.

This Letter of Agreement shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEUI LOCAL 1948

ODESSA CHAPTER

BY: [Signature]  
Lindsay Starkel, Chapter President

DATE: 7-10-23

ODESSA SCHOOL DISTRICT #105-157-166J

BY: [Signature]  
Rob Clark, Interim Superintendent

DATE: 7/10/23



**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ODESSA CHAPTER AND THE ODESSA SCHOOL DISTRICT #105-157-166J PURSUANT TO ARTICLE XIII, SECTION 13.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Both parties agree to the following changes:

2023-2024 school year, the three and seven-tenths percent (3.7%) IPD will be applied to Schedule A.

Special Education Paraeducators will receive a two-dollar (\$2.00) per hour increase.

Changes to Section 5.9.1. Paraeducators Work Year. All classified Paraeducators will attend work two (2) days before the school year begins for training purposes. This time will be time sheeted. Flex time can be used with prior approval from the Supervisor.

Added Section 5.9.4. Paraeducator Roles. In unforeseen circumstances, if a General Paraprofessional takes on the duties of a Special Ed Paraprofessional, they will receive Special Ed pay for the hours worked.

The position of Van Driver has been added to Schedule A.

	<u>0-3 yrs.</u>	<u>4-7 yrs.</u>	<u>8-10 yrs.</u>	<u>11-14 yrs.</u>	<u>15+ yrs.</u>	<u>20+ yrs.</u>	<u>25+ yrs.</u>
<b>Van Driver:</b>	<b>\$17.07</b>	<b>\$17.70</b>	<b>\$18.36</b>	<b>\$19.04</b>	<b>\$19.74</b>	<b>\$20.47</b>	<b>\$21.23</b>

See attached 2023-2024 Schedule A.

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

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

ODESSA CHAPTER

ODESSA SCHOOL DISTRICT #105-157-166J

BY: /signed by Lindsay Starkel/  
Lindsay Starkel, Chapter President

BY: /signed by Steve Fisk/  
Steve Fisk, Superintendent

DATE: August 15, 2023

DATE: August 15, 2023



**SCHEDULE A – September 1, 2023, through August 31, 2024**  
**Adding 3.7% IPD Wage Increase**

CLASSIFICATION/POSITION	0-3 Years	4-7 Years	8-10 Years	11-14 Years	15+ Years	20+ Years	25+ Years
<b>Custodial/Maintenance</b>							
Custodian / Maintenance II	\$17.70	\$19.04	\$20.36	\$21.56	\$22.26	\$22.94	\$23.63
Grounds / General	\$16.79	\$18.09	\$19.34	\$20.49	\$21.17	\$21.81	\$22.46
Maint. / Trans. Assistant	\$17.70	\$19.04	\$20.36	\$21.56	\$22.26	\$22.94	\$23.63
Vacation / Substitute Custodian	\$15.81						

<b>Paraeducators</b>							
Paraeducator	\$16.74	\$18.01	\$18.47	\$19.60	\$20.20	\$20.79	\$21.41
AA Degree/BA Degree	\$17.15	\$18.43	\$18.88	\$20.01	\$20.62	\$21.21	\$21.83
SPED Paraeducator	\$18.74	\$20.01	\$20.47	\$21.60	\$22.20	\$22.79	\$23.41
Teacher Certified Paraeducator	\$17.96	\$19.28	\$19.77	\$20.95	\$21.55	\$22.21	\$22.89
Library Paraeducator	\$17.79	\$19.11	\$19.61	\$20.79	\$21.41	\$22.05	\$22.70
Lead Paraeducator for Preschool	\$22.38	\$23.05	\$23.75	\$24.45	\$25.19	\$25.95	\$26.72
Substitute Paraeducator	\$15.81						

\* Paraeducators who work as SPED Paraeducators will receive the SPED Paraeducator wage for hours worked.

The District has Paraeducators and SPED Paraeducators (see job description)

<b>Food Service</b>							
Head Cook	\$20.20	\$21.00	\$22.06	\$23.36	\$24.97	\$25.74	\$26.51
Assistant Cook	\$16.67	\$17.96	\$18.41	\$19.53	\$20.11	\$20.72	\$21.35
Substitute Kitchen Help	\$15.81						

<b>Health Services</b>							
Licensed Practical Nurse (LPN)	\$22.38	\$23.05	\$23.75	\$24.45	\$25.19	\$25.95	\$26.72

<b>Transportation</b>							
Bus Driver	\$20.45	\$21.34	\$22.15	\$22.79	\$23.53	\$24.23	\$24.96
Van Driver	\$17.07	\$17.70	\$18.36	\$19.04	\$19.74	\$20.47	\$21.23
Substitute Bus Drivers	\$15.81						
(Base pay 0-3 years)							

<b>Technology</b>							
Technology Assistant	\$17.29	\$17.81	\$18.33	\$18.88	\$19.45	\$20.03	\$20.65

- |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| <b>Work Year</b>   |  |  |  |  |  |  |  |
| 1. Paraeducators work at least one hundred eighty days (180) per school year.                              |  |  |  |  |  |  |  |
| 2. Bus Drivers shall work at least one hundred eighty days (180) per school year.                          |  |  |  |  |  |  |  |
| 3. Food Service shall work at least one hundred eighty days (180) per school year.                         |  |  |  |  |  |  |  |
| 4. Custodial/Maintenance shall work at least two hundred sixty days (260) per school year.                 |  |  |  |  |  |  |  |
| 5. Maintenance/Transportation Assistant shall work at least two hundred twenty days (220) per school year. |  |  |  |  |  |  |  |

<b>Wage Increases</b>							
2021-2022 SY 2% IPD + 1% = 3% increase							
2022-2023 5.5% IPD + 2.4% = 7.9% increase							
2023 - 2024 - 3.7% + \$2.00 for SPED Paraeducators							
2024-2025 - Full Open							



**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ODESSA CHAPTER AND THE ODESSA SCHOOL DISTRICT #105-157-166J PURSUANT TO ARTICLE XIII, SECTION 13.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Both parties agree to the following changes:

2023-2024 school year, the three and seven-tenths percent (3.7%) IPD will be applied to Schedule A.

Special Education Paraeducators will receive a two-dollar (\$2.00) per hour increase.

Changes to Section 5.9.1. Paraeducators Work Year. All classified Paraeducators will attend work two (2) days before the school year begins for training purposes. This time will be time sheeted. Flex time can be used with prior approval from the Supervisor.

Added Section 5.9.4. Paraeducator Roles. In unforeseen circumstances, if a General Paraprofessional takes on the duties of a Special Ed Paraprofessional, they will receive Special Ed pay for the hours worked.

The position of Van Driver has been added to Schedule A.

	<u>0-3 yrs.</u>	<u>4-7 yrs.</u>	<u>8-10 yrs.</u>	<u>11-14 yrs.</u>	<u>15+ yrs.</u>	<u>20+ yrs.</u>	<u>25+ yrs.</u>
<b>Van Driver:</b>	<b>\$17.70</b>	<b>\$19.04</b>	<b>\$20.36</b>	<b>\$21.56</b>	<b>\$22.26</b>	<b>\$22.94</b>	<b>\$23.63</b>

See attached 2023-2024 Schedule A.

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

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

ODESSA CHAPTER

ODESSA SCHOOL DISTRICT #105-157-166J

BY: /signed by Lindsay Starkel/  
Lindsay Starkel, Chapter President

BY: /signed by Steve Fisk/  
Steve Fisk, Superintendent

DATE: August 29, 2023

DATE: August 29, 2023





**SCHEDULE A – September 1, 2023, through August 31, 2024**  
**Adding 3.7% IPD Wage Increase**

CLASSIFICATION/POSITION	0-3 Years	4-7 Years	8-10 Years	11-14 Years	15+ Years	20+ Years	25+ Years
<b>Custodial/Maintenance</b>							
Custodian / Maintenance II	\$17.70	\$19.04	\$20.36	\$21.56	\$22.26	\$22.94	\$23.63
Grounds / General	\$16.79	\$18.09	\$19.34	\$20.49	\$21.17	\$21.81	\$22.46
Maint / Trans. Assistant	\$17.70	\$19.04	\$20.36	\$21.56	\$22.26	\$22.94	\$23.63
Vacation / Substitute Custodian	\$16.32						
<b>Paraeducators</b>							
Paraeducator	\$16.74	\$18.01	\$18.47	\$19.60	\$20.20	\$20.79	\$21.41
AA Degree/BA Degree	\$0.40 hr.	\$0.40 hr.	\$0.40 hr.	\$0.40 hr.	\$0.40 hr.	\$0.40 hr.	\$0.40 hr.
SPED Paraeducator	\$18.74	\$20.01	\$20.47	\$21.60	\$22.20	\$22.79	\$23.41
Teacher Certified Paraeducator	\$17.96	\$19.28	\$19.77	\$20.95	\$21.55	\$22.21	\$22.89
Library Paraeducator	\$17.79	\$19.11	\$19.61	\$20.79	\$21.41	\$22.05	\$22.70
Lead Paraeducator for Preschool	\$22.38	\$23.05	\$23.75	\$24.45	\$25.19	\$25.95	\$26.72
Substitute Paraeducator	\$16.32						

\* Paraeducators who work as SPED Paraeducators will receive the SPED Paraeducator wage for hours worked.

The District has Paraeducators and SPED Paraeducators (see job description)

<b>Food Service</b>							
Head Cook	\$20.20	\$21.00	\$22.06	\$23.36	\$24.97	\$25.74	\$26.51
Assistant Cook	\$16.67	\$17.96	\$18.41	\$19.53	\$20.11	\$20.72	\$21.35
Substitute Kitchen Help	\$16.32						
<b>Health Services</b>							
Licensed Practical Nurse (LPN)	\$22.38	\$23.05	\$23.75	\$24.45	\$25.19	\$25.95	\$26.72
<b>Transportation</b>							
Bus Driver	\$20.45	\$21.34	\$22.15	\$22.79	\$23.53	\$24.23	\$24.96
Van Driver	\$17.70	\$19.04	\$20.36	\$21.56	\$22.26	\$22.94	\$23.63
Substitute Bus Drivers	\$20.45						

(Base pay 0-3 years)

<b>Technology</b>							
Technology Assistant	\$17.29	\$17.81	\$18.33	\$18.88	\$19.45	\$20.03	\$20.65

<b>Work Year</b>
------------------

1. Paraeducators work at least one hundred eighty days (180) per school year.
2. Bus Drivers shall work at least one hundred eighty days (180) per school year.
3. Food Service shall work at least one hundred eighty days (180) per school year.
4. Custodial/Maintenance shall work at least two hundred sixty days (260) per school year.
5. Maintenance/Transportation Assistant shall work at least two hundred twenty days (220) per school year.

<b>Wage Increases</b>
-----------------------

2021-2022 SY 2% IPD + 1% = 3% increase  
 2022-2023 5.5% IPD + 2.4% = 7.9% increase  
 2023 - 2024 - 3.7% + \$2.00 for SPED Paraeducators

