

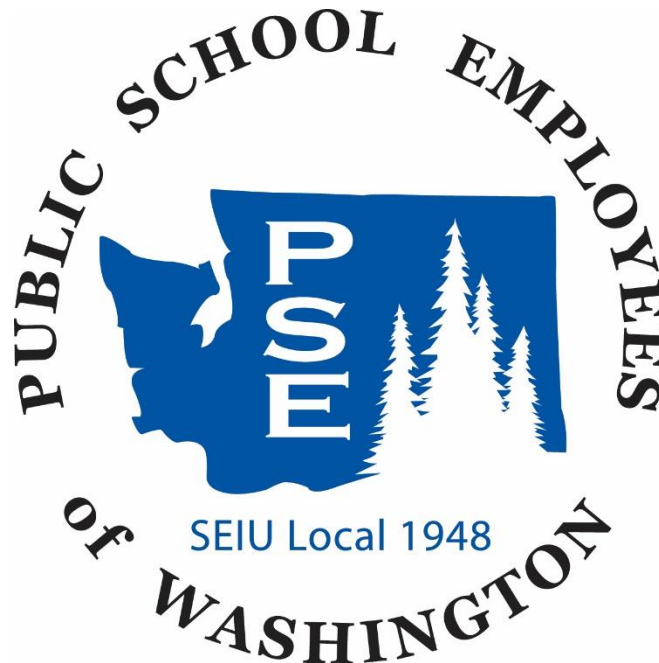
COLLECTIVE BARGAINING AGREEMENT BETWEEN

Onalaska School District #300

AND

Public School Employees of Onalaska Transportation and Food Service

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948
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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Union recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

The bargaining unit to which this Agreement is applicable shall consist of all transportation employees and food service employees; excluding supervisors, confidential employees, and all other employees.

Section 1.3.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, secretary, or transportation supervisor necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District.

Section 1.4. Definition of Bargaining Unit Positions.

Section 1.4.1.

A temporary position is one created by the District, in good faith for a temporary period and to a maximum period of the remainder of the current school year. Employees holding temporary positions will be considered regular or regular part-time employees. If a temporary position continues into the subsequent school year, it will be considered a permanent position.

Section 1.4.1.1.

Employees occupying temporary positions are subject to all terms and conditions of this agreement.

Section 1.4.2.

A substitute position is one created by the District necessary to fill a vacancy due to illness or approved leave of absence for a period of less than thirty (30) consecutive work days. Employees holding substitute positions shall not accrue seniority.

Section 1.4.3.

A permanent position is one that is neither temporary nor substitute.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations and the provisions of this Agreement, is the right to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to

suspend, discharge, demote, or take disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

Section 2.2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union in all such matters as authorized by law.

Section 3.2.

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

Section 3.3.

Employees subject to this Agreement have the right to have Union representation at discussions between themselves and supervisors that could reasonably result in or lead to disciplinary action against them.

Section 3.3.1.

Employees may have a personal representative or Union representative present at the time of a formal disciplinary action (written reprimand or suspension) taken if they request such representation. Employees also have the right to a personal representative/Union representative at other requested meetings with District officials. A copy of the written reprimand or suspension will be sent to the current PSE District Field Representative.

Section 3.4.

Full rights of citizenship are guaranteed and neither the District nor the Union shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, language, creed, color, national origin, gender including gender expression or identity, sex, sexual orientation, religion, age, marital status, honorably discharged veteran or military status, the use of a trained dog guide or service animal by a person with a disability, or the presence of any physical, sensory, or mental disability, except insofar as such factors are valid occupational qualifications and the employee can perform the essential functions of the job.

1 **Section 3.5.**

2 The Employer shall not subcontract customary bargaining unit work to non-bargaining unit
3 employee(s) or person(s), providing bargaining unit employees have the necessary skills to carry out
4 the activity(ies), except in the case of emergency which will be approved by the School Board.
5

6 **Section 3.5.1.**

7 Volunteer work will not be utilized in a manner that supplants or transfers regular bargaining
8 unit work.
9

10 **Section 3.6.**

11 Employees shall not be required to work under unsafe or hazardous conditions as determined by the
12 immediate supervisor, or to perform tasks which endanger their health, safety or well-being.
13

14 **Section 3.7.**

15 The District shall support and assist employees with respect to the control and discipline of students.
16

17 **Section 3.8.**

18 Employees may use reasonable measures with a student as is necessary to protect themselves, a fellow
19 employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to
20 prevent damage to District property.
21

22 **Section 3.9.**

23 There shall be an official personnel file for each employee to be kept in the District administration
24 office. Each employee shall have the right to review the contents of their personnel file. During the
25 review, an official or representative of the Union may be present and the employee may make a
26 photocopy of any material in the file.
27

28 **Section 3.9.1.**

29 Employees shall be notified in writing within five (5) work days when anything of a negative or
30 positive nature is placed in their personnel file. Negative material that is older than two (2)
31 years shall be purged from the personnel file upon request of the employee, with the exception
32 of materials required to be kept by Federal and/or State law. Materials removed from an
33 employee's file in such a manner shall not be considered in future disciplinary action. At the
34 District's discretion, materials that pertain to "boundary violation issues" may be kept in the
35 personnel file beyond the two (2) year time limit aforementioned. Employees may request and
36 receive copies of personnel file materials at no cost to the employee.
37

38 **Section 3.10.**

39 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as of July
40 26, 1992, the District shall maintain a medical information file for each classified employee of the
41 District which will be kept separate from the personnel file. Such file will contain sensitive information
42 such as immunization history, health related cards, leave sharing information, information on medical
43 history, and/or medical releases, etc. This medical information file will ensure confidentiality of
44 sensitive information regarding the employee in the event of federal and/or state audit.
45

46 **Section 3.11.**

47 District officials and employees shall at all times conduct themselves with dignity and respect for the
48 employee's rights, duties and privileges. In their relationships, every effort shall be made to avoid
49 words or actions which may be interpreted as ridicule, disrespect, slander or abuse.

1
2 **Section 3.12.**

3 Each employee reserves the right to delegate any right or duty contained in this Agreement, exclusive
4 of compensation for services rendered, to appropriate officials of the Union.
5
6

7
8 **ARTICLE IV**
9
10 **RIGHTS OF THE UNION**
11

12 **Section 4.1.**

13 The Union has the right and responsibility to represent the interests of all employees, to present its
14 views to the District on matters of concern either orally or in writing, and to enter collective
15 negotiations with the object of reaching an agreement applicable to all employees within the
16 bargaining unit. The Union shall be consulted with respect to the formulation, development, and
17 implementation of labor relations matters and practices which are within the authority of the District.
18

19 **Section 4.2.**

20 The Union will designate a Conference Committee of two (2) members representing each classification
21 who will meet with the superintendent of the District or District's designee every other month, as
22 needed, to discuss appropriate matters.
23

24 **Section 4.2.1.**

25 In addition to the above section, transportation employees and food service employees will
26 have the opportunity to meet with the supervisor once a month to discuss issues.
27

28 Monthly meetings shall be scheduled by the supervisor and employees will be paid their regular
29 rate of pay. Meetings shall be held to durations of no more than one (1) hour.
30

31 **Section 4.3.**

32 On or before the first day of October of each year during the term of this Agreement, the District shall
33 provide Public School Employees of Washington/SEIU Local 1948 with the name, home address,
34 home phone number, position, hire date, and rate of pay of each employee. At the time of hire, the
35 same information will be provided to the Union with respect to each newly hired employee.
36

37 **Section 4.3.1. Notification of New Hires.**

38 The District will notify the Local Union President of all new hires within ten (10) work days of
39 hire.
40

41
42 **Section 4.3.2. Union Access to New Bargaining Unit Employees.**

43 The Union will be provided with thirty (30) minutes of paid time to meet with each newly hired
44 bargaining unit member within one week of hire. Paid time will be provided to both the Union
45 representative as well as the new employee.
46

1 **Section 4.4.**

2 Representatives of the Union, upon making their presence known to the District, shall have access to
3 the District premises during business hours; provided that conferences or meetings between employees
4 and Union representatives will not interfere with the employees' normal duties.
5

6 **Section 4.5.**

7 The Union shall have the right to use school facilities and equipment consistent with District policy at
8 reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable
9 cost of all materials and supplies incidental to such use.
10

11 **Section 4.6.**

12 Prior to adopting a student school year calendar, the District will solicit input and calendar preferences
13 from the bargaining unit members through the Union leadership.
14

15 **Section 4.7.**

16 The District shall provide bulletin board space in the transportation and kitchen offices for the use of
17 the Union. The Union shall have the right to post notices of its activities and matters of Union concern.
18
19
20

21 **ARTICLE V**

22 **UNION REPRESENTATION**
23
24

25 **Section 5.1.**

26 It is agreed and understood that matters appropriate for consultation and negotiation shall be wages,
27 hours, working conditions and grievance procedures.
28

29 **Section 5.2.**

30 Union officials may be released with pay to conduct business with the District when the District
31 desires to engage in such transactions during the officials' regular shift. Such release time will be in
32 addition to any other release time described in this Agreement.
33
34

35 **ARTICLE VI**

36 **EVALUATIONS**
37
38
39

40 **Section 6.1.**

41 Each employee's performance shall be evaluated annually by the employee's immediate supervisor. It
42 is recognized that the supervisor has the right and the obligation to determine the quality of an
43 employee's work performance. Bargaining unit members will not administer such evaluations with the
44 exception of driver trainers, who may evaluate driving skills only.
45

46 **Section 6.1.1.**

47 If an employee is given a negative evaluation, the reasons shall be set forth in specific terms.

1 **Section 6.2.**

2 The employee has the option of attaching a statement/rebuttal to their evaluation form after each
3 observation.

4
5 **Section 6.3.**

6 Evaluations will not be subject to the grievance procedure unless they are part of discipline or
7 discharge. In such cases, the underlying evaluation supporting the actions, together with any rebuttals
8 attached, shall be considered along with all other evidence in the matter.

9
10 **Section 6.4.**

11 Video cameras are a tool to assist bus drivers in monitoring students on the bus and to provide security
12 for students, staff and District property at school buildings. Video may be used like any other evidence
13 in cases involving safety concerns or allegations of employee misconduct, but, unless an emergency,
14 shall not be used to monitor employee performance only without prior knowledge of the employee and
15 Union. Drivers may view video of their run upon request and may invite another person to view the
16 same. Such requests will be granted in a timely manner. Drivers will be given access to a secondary
17 device to view the footage other than the supervisor's main computer. Drivers may view footage
18 outside of the supervisor's presence and alert the supervisor to the relevant footage when located. A
19 driver, and monitor if one is on the bus, will be notified when video from their bus is pulled for
20 viewing, except when the video is pulled to investigate employee misconduct, in which case any
21 evidence of misconduct will be shared with the employee prior to any disciplinary action.

22
23 The presence of security cameras at school buildings will be disclosed to the Union upon request.
24 Video may be used like any other evidence in cases involving safety concerns or allegations of
25 employee misconduct, but, unless an emergency, shall not be used to monitor employee performance
26 only without prior knowledge of the employee and Union.

27
28
29
30 **ARTICLE VII**

31
32 **HOURS OF WORK AND OVERTIME**

33
34 **Section 7.1.**

35 Employees shall be paid overtime (1 ½ times base hourly rate) only for hours worked in excess of forty
36 (40) hours in a week.

37
38 **Section 7.2.**

39 Five (5) work days prior to the all staff day, drivers will have for their review final bid letters. Notice
40 shall be mailed to the employee's most current address on file. Drivers will choose to keep their
41 current regular run or bid on new openings or vacated runs on the basis of seniority. New or vacated
42 routes that occur during the school year will be posted at the time of opening.

43
44 Prior to the first day of school, on the all staff day, bidding will take place to establish drivers' route
45 times, and also for September payroll accounting purposes.

46
47 If there are changes in routes during the month of September, the District and/or drivers will have the
48 opportunity to review and adjust routes with the transportation supervisor during a mutually agreeable
49 date and time.

1 If any routes are adjusted during the month of September, those adjustments shall be submitted to the
2 District Office for payroll purposes by September 30th and will become effective October 1st. The
3 adjusted routes can be driven during the month of September; however, for payroll purposes, the
4 adjustments will not be reflected until October 1st and route adjustments will be frozen at that time.
5

6 Drivers and bus monitors shall be compensated at the regular rate of pay for District approved bids,
7 orientation, training, meetings, and classes, but not for First Aid training.
8

9 **Section 7.3. Posting of New and Open Positions.**

10 The District shall publicize, internally and externally, for five (5) work days, the availability of new
11 and open positions within five (5) work days after the District determines the position is needed. A
12 copy of the job posting shall be forwarded to the president of the Union and to the president's
13 designee. A copy of the job posting shall be posted on the designated bulletin board. The District
14 shall work to fill open positions within 30 days of posting. If circumstances prevent that, the union
15 will be notified of the reasons.
16

17 **Section 7.3.1.**

18 There must be an excess of forty-five (45) minutes increase or decrease in route time before the
19 employee can exercise seniority by bumping to another position. Any route changes in excess
20 of forty-five (45) minutes with the exception of Special Needs which will require a change of
21 one and one-half (1 ½) hours or more, will be posted and bid within five (5) work days.
22

23 **Section 7.4.**

24 All bidding shall be done on the basis of seniority. A regular run is defined as a morning (a.m.) route
25 segment and an afternoon (p.m.) route segment serving schools on a home-to-school and school-to-
26 home basis. Kindergarten occurring midday, Pre-School and Special Needs routes and After School
27 Program routes will be bid separately from the a.m./p.m. regular runs, as long as they do not result in
28 an overtime situation. All such posted and bid routes (or assigned in the case of bus monitors) will be
29 included in drivers' and bus monitors' FTE benefit calculations.
30

31 Students with transportation IEPs and other identified general ed. students will be evaluated regarding
32 their transportation services/issues.
33

34 **Section 7.5.**

35 All extra trips and/or bargaining unit work other than specified in Section 7.8 (student school year
36 sports trips and field trips) will be made available in accordance with the Seniority Contact List. Such
37 trips will be scheduled and posted at least 5 work days in advance. Employees interested in such work
38 shall so inform the District in writing at any time during the school year and during the summer.
39

40 **Section 7.5.1.**

41 When such work becomes available, the District will physically post the trip in an accessible
42 location in the bus garage for a minimum of 5 work days, including a list of the names of all
43 drivers by seniority. Drivers interested in the trip will sign by their name, and at the end of the
44 5 days, the trip will be awarded to the driver with the highest seniority. Employees may accept
45 the work offered, providing it does not put them into overtime, unless the District approves
46 such overtime.
47

1 **Section 7.6.**

2 Paid driving time shall be computed from the time the employee is required to report for duty until
3 they have completed assigned duties. Drivers are required to report for duty fifteen (15) minutes prior
4 to their scheduled shift departures. The fifteen (15) minutes is paid time to perform required pre-trip
5 procedures. All drivers shall receive fifteen (15) minutes for post-trips and interior cleaning, including
6 exterior window/mirror cleaning. One outside bus wash/rinse per month of one (1) hour duration is
7 required with additional cleaning (exterior wash) times requiring supervisor approval.
8

9 **Section 7.6.1.**

10 Drivers will be paid up to one (1) hour to drive their route before school starts, to prepare for their
11 route. This amount of paid time will be based on all assignments signed on by the driver on the original
12 bid day. Additionally, all Drivers will be paid 4 hours before the last day of school to clean their bus
13 and prepare it for storage. After this cleaning, but before the last day of school, the transportation
14 supervisor will inspect all busses.
15

16 **Section 7.7.**

17 On out-of-town overnight trips the following definitions will be observed.
18

- 19 A. **Stand-by Time.** The driver is required to assume responsibility for the bus, or to be
20 available for notification by the person in charge of the group being transported. Stand-by
21 time is to be compensated as per Schedule A of this Agreement.
22
- 23 B. **Lay-over Time.** The driver has parked the bus for the day and is free of responsibility for
24 the bus as per notification by the person in charge of the group being transported. Layover
25 time is driver's free time and is not compensated.
26
- 27 C. **Reimbursement for Travel Expenses.** Meal expenses concurrent with District Policy will
28 be given to the driver together with assurances of lodging and a fuel card prior to departure.
29 Reimbursement for travel expenses will be in accordance with District Policy and paid to
30 employee by District warrant.
31

32 **Section 7.8.**

33 Extra sports trips and field trips that occur during the student school year only (first day of the student
34 school year to last day of the student school year) will be filled each Friday morning at 8:30 AM on a
35 rotating seniority basis for trips the following Monday through Sunday. Any additional trips beyond
36 the Friday posting will be filled according to rotating seniority. If more than one (1) driver requests a
37 trip, seniority prevails, as long as it doesn't put the driver into overtime. All extra trips will be
38 posted/filled on a rotating seniority basis.
39

40 After offering these trips to regular route drivers, a substitute driver may be assigned. Absent the
41 availability of a qualified substitute, the District may then assign the trip to a driver using reverse
42 seniority. Trips assigned in this manner will be on a rotating basis, rotating upwards from the bottom
43 of the seniority list, through the bottom half of the list.
44

45 If an extra sports or field trip, as defined above, is canceled due to extenuating circumstances, the
46 driver who is assigned that trip will be allowed to stay with that trip. If a trip is cancelled and not
47 rescheduled, the driver will return to their normal position on the rotating seniority list. The driver
48 shall retain assignment rights to the rescheduled trip, and if it is rescheduled on a day of another trip
49 that has been posted and assigned to that same driver, the driver will have the option of keeping the

1 rescheduled trip. If the rescheduled trip is selected, the other assigned trip will be posted and filled on
2 a seniority basis.

3
4 **Section 7.8.1.**

5 Drivers will be allowed to pass on overnight trips without penalty.

- 6
7 A. An employee loses their eligibility for a particular trip if such trip will place them in an
8 overtime situation and there are other eligible employees.
9 B. After offering the overnight trip to regular route drivers, a substitute driver may be
10 assigned. Absent the availability of a qualified substitute, the District may then assign the
11 trip to a driver using reverse seniority.
12
13 C. A driver involuntarily assigned under Section 7.8, shall receive compensation equal to the
14 greater “drive time” of their regular route or the assigned trip, but not both unless both
15 assignments were driven.

16
17 **Section 7.8.2.**

18 Once trips are selected no trading or “swapping” is allowed.

19
20 **Section 7.8.3.**

21 Since the taking of an extra trip is voluntary in nature, extra trips will be paid at the driving rate
22 and the standby rate as respectively required for each extra trip. When an extra trip does not
23 equal the drivers’ daily hourly rate they will have the option to pass the extra trip.

24
25 **Section 7.8.4.**

26 Extra trips will receive fifteen (15) minutes pre-trip and thirty (30) minutes post-trip time to
27 clean, rinse, fuel the trip bus and submit the trip report.

28
29 **Section 7.9.**

30 For the purpose of learning routes, a regular route driver / substitute will ride the routes once and drive
31 the routes once at drivers’ rate.

32
33 **Section 7.10.**

34 The extended leave seniority list shall begin each school year offered to the most senior driver at the
35 top of list.

36
37 **Section 7.10.1.**

38 Approved leaves must be of two (2) weeks or longer duration. Absences less than two (2)
39 weeks will, when possible, be filled by the same driver. However, an extended daily
40 assignment may be passed by the driver.

41
42 **Section 7.11.**

43 Drivers and bus monitors shall be given medical information on medically fragile passengers,
44 behavioral student IEP’s and McKinney Vento students at the time the student is assigned to their
45 route. Upon notification to drivers and bus monitors of a behavioral student’s IEP, when on the road,
46 drivers shall receive requested district support when a student’s severely disruptive behavior threatens
47 the safety of other students and/or the driver and/or bus monitor on the bus.

1 **Section 7.12.**

2 If a route, extra trip, or activity run is canceled at the last minute due to weather or cancellation and the
3 driver was not called by the District at least one (1) hour prior to regular start time of the route or trip,
4 personnel who attempt to report for duty will be paid a minimum of two (2) hours at drivers' rate of
5 pay for call time.

6
7 **Section 7.13.**

8 Substitutes will be paid at the bus driver rate for all work at appropriate Schedule A rates. The
9 remainder of this Agreement shall not apply to such employees.

10 **Section 7.13.1.**

11 Bus Monitors who transport students in a district van or personal vehicle, if necessary, for any
12 purpose will be paid an additional fifty cents (\$.50) per hour.

13
14 Bus Monitors who are fully endorsed to drive a school bus and are used as a bus driver
15 substitute will be paid at the Driver sub rate or their current Bus Monitor rate, whichever is
16 greater, regardless of the type of vehicle driven.

17
18 **Section 7.14.**

19 When a route driver and bus monitor, if applicable, returns from a run earlier than the bid/allotted time,
20 they will be compensated fully. The supervisor or designee may require the driver and bus monitor, if
21 applicable, to stay on premises and assign duties. Should the driver or bus monitor refuse assigned
22 duties and leave the premises, they will forfeit the remaining bid/allotted time compensation.

23
24 **Section 7.15. Temporary Routes.**

25 Any temporary route will be created when in good faith the route is believed to be temporary and those
26 exceeding thirty (30) consecutive days will be discussed with the union.

27
28 **Section 7.16.**

29 In emergency situations (extreme driver shortage), the mechanic can be used for up to four (4) hours
30 daily for other duties. An emergency is an unexpected situation or sudden occurrence of a serious or
31 urgent nature that demands immediate attention.

32
33 **Section 7.17. Special Needs.**

34 Regular Special Needs Route drivers shall have priority of substituting other Special Needs Routes.

35
36 **Section 7.17.1. Training.**

37 Annual training for Special Needs Route drivers, bus monitors, regularly employed Special
38 Needs substitutes, and those taking Special Needs extra trips shall be required at the beginning
39 of the school year. Students with IEPs will be evaluated regarding their transportation
40 services/issues. Drivers and bus monitors who have students with IEPs requiring special
41 considerations for services and issues in transportation will be informed of those needs and may
42 be included in the IEP meeting.

43
44 **Section 7.17.2. Route Changes.**

45 The Special Needs Route driver shall inform the Transportation Supervisor/District Office of
46 any changes that can affect special needs routing. The Transportation Supervisor/District Office
47 shall inform the Special Needs Route driver and bus monitor of any changes that can affect
48 special needs routing.

Examples are, but not limited to:

- Any changes in a student's equipment, wheelchairs that need repair, additional life support apparatus or equipment.
- Missing seatbelts or safety vests that might have been taken or left at home.
- Last minute daycare information given to the driver by the parent/guardian.
- Report any serious personality conflicts between students that may require separation.

Section 7.18. Van/Vehicle Use.

When students are involved in a trip, the District may utilize up to two ten (10) passenger vans to haul up to eighteen (18) students driven by an Onalaska School District (OSD) designated driver, to transport those students. The use of a van does not exclude an OSD bus driver from being used from driving the van in accordance with the Rotating Seniority List. More than two (2) ten (10) passenger vans may be utilized when drivers or busses are otherwise unavailable or when emergency needs might require it.

Section 7.19.

Transportation employees interested in substituting in food service for absent co-workers in addition to their regular transportation assignment may sign up annually by seniority. Employees must provide their available times and current phone numbers.

Section 7.20.

Upon the prior mutual agreement of the Transportation Mechanic or Transportation Technician and supervisor, an employee may accrue compensatory time at the rates described in this section in lieu of overtime wages. Compensatory time may be used only as scheduled by mutual agreement between the employee and the District. Compensatory time should be scheduled prior to its accrual and must be used within thirty (30) days of accrual. Compensatory time accumulated may not carry beyond thirty (30) days.

FOR FOOD SERVICE EMPLOYEES

Section 7.21.

Each employee shall be assigned in advance to a permanent shift with designated times of beginning and ending which will not be involuntarily changed without one (1) weeks' notice, except in case of an emergency. Notwithstanding the District's management rights contained in Section 2.1. of this agreement; the District will work to ensure that workloads will be distributed as equally as practicable amongst the same position titles identified in this agreement.

Section 7.22.

Food Service employees will be paid for their regular school day work hours, regardless of having a late start or early release due to inclement weather. If employees come to work at their regular start time and school is delayed due to inclement weather, the employee may stay and work or choose to return home until it is time to report to work at the delayed start time.

Section 7.23

Food Service employees called for special services shall be compensated for a minimum of two (2) hour per call. "Special Services" is any work noncontiguous with regular daily work shift or on an

employee's day of rest. Employees absent from work shall not be eligible for special services or other work opportunities on the day of absence.

Section 7.24.

Each shift of four (4) hours or more shall include rest periods as outlined below, and an uninterrupted unpaid meal period of thirty (30) minutes, to be scheduled as near the midpoint of the shift as practicable.

- 4 – 4.75 hours: one (1) 10-minute paid rest period.
- 5 – 6.75 hours: one (1) 10-minute paid rest period and one (1) 30-minute uninterrupted unpaid lunch period.
- 7 – 8 hours: two (2) 10-minute paid rest periods and one (1) 30-minute uninterrupted unpaid lunch period.

Employees whose shift requires a lunch period are required to take at least a thirty (30) minute unpaid, uninterrupted lunch period and are not allowed to waive this lunch period. Lunch periods shall start between the second and fifth hours of the shift.

Section 7.25.

All employees subject to this agreement, shall be compensated at the rate of one and one-half (1 ½) times their base hourly rate for all hours worked in excess of forty (40) hours per week. Holidays worked will be paid at double the employee's regular hourly rate.

Section 7.26.

Upon the prior mutual agreement of the Food Service employees and supervisor, an employee may accrue compensatory time at the rates described in the section in lieu of overtime wages.

Compensatory time may be used only as scheduled by mutual agreement between the employee and the District. Compensatory time should be scheduled prior to its accrual and must be used within thirty (30) days of accrual. Compensatory time accumulated may not carry beyond thirty (30) days; unused compensatory time will be paid for in the next available payroll, and therefore exhausted.

Section 7.27.

Add work to a regular shift may be compensated as future "flex time off" at the request of the food service employee and approval of the supervisor, but only when the revised work schedule does not disrupt delivery of service.

Section 7.28.

The time required for food service employees to pick up and return food service vehicles will be counted in time worked hours.

Section 7.29.

When the Food Service Supervisor is on vacation or on other leave, the Superintendent may designate one employee to be the Lead during the Food Service Supervisor's absence. Situations of a serious nature that arise during this time shall be brought to the attention of the Superintendent. If a food service employee is appointed as the Lead, they shall be paid an additional two dollars (\$2.00) an hour for the time they work as the Lead.

Section 7.30. Regular Employees Working as Substitutes for Extended Leaves.

This section applies to all employees. Vacancies greater than ten (10) consecutive work days which require a substitute will be offered to qualified available bargaining unit employees and awarded on a

seniority basis. "Available" means the employee is not scheduled to work a shift that conflicts or overlaps the time of the substitute shift; however, if the employee will gain thirty (30) minutes or more or receive a higher rate of pay, the employee will be considered available. "Qualified" means the employee has the requisite knowledge, skills and required license endorsements to successfully perform the substitute position as determined by the employee's supervisor. Under no circumstances will a regular shift, combined with a substitute shift, exceed eight (8) hours per day. A vacancy shall not exceed two (2) current employees being reassigned using this provision. When a regular employee is working as a substitute within their classification and job title, they shall be paid at the current rate of pay from Schedule A appropriate for the position being substituted. When a regular employee is working as a substitute in a different classification or a different job title within their classification, they will be paid at Step 1 on Schedule A, except in those instances when Step 1 is not a higher rate of pay.

Section 7.31.

The District will provide a time clock in an accessible location in the kitchen. All Food Service employees must use the time clock daily to record their arrival and departure to/from their shift, as well as the beginning and end of the lunch period (lunch period if applicable).

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays.

Employees serving on a full-time twelve (12) month (2,080 hours) shall receive the following paid holidays that fall within their work year.

1. Labor Day
2. Veteran's Day
3. Thanksgiving Day and the Friday following
4. Christmas Day and two days before or after
5. New Year's Day and one day before or after
6. Martin Luther King's Birthday
7. Mid Winter Break, one day in that week
8. President's Day
9. Spring Break, one day in that week
10. Memorial Day
11. Independence Day
12. Juneteenth (June 19th)

Employees working less than full time (per above) shall receive the following paid holidays:

Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day

1
2 **Section 8.2. Vacations.**

3 All full-time twelve (12) month (2,080 hours) employees subject to this Agreement shall earn hours of
4 vacation based on hours worked subject to the following provisions:
5

6 **Section 8.2.1.**

7 All full-time twelve (12) month (2,080 hours) employees subject to this Agreement shall earn
8 hours of vacation credit based on hours worked during the period September 1 to August 31,
9 computed as follows:

10 A. All employees serving on a full-time twelve (12) month (2,080 hours) basis shall be entitled
11 to a paid vacation in accordance with the following schedule.

- 12 1. One (1) through seven (7) years of employment – ten (10) work days.
 - 13 2. After seven (7) years of employment – fifteen (15) work days.
 - 14 3. After fifteen (15) years of employment – twenty (20) work days.
- 15

16 **Section 8.2.2.**

17 No vacation may be carried over for more than one (1) year beyond the date on which it
18 became due; provided, that no employee shall be denied accrued vacation benefits due to
19 District employment needs.
20

21 **Section 8.2.3.**

22 Vacation time periods shall be agreed upon by the employee and the Superintendent; however,
23 when the parties are in disagreement over said vacation time periods, the decision of the
24 Superintendent shall be final.
25

26
27
28 **ARTICLE IX**

29
30 **LEAVES**

31
32 **Section 9.1. Sick Leave.**

33
34 **Section 9.1.1.**

35 Each employee shall accumulate twelve (12) days of sick leave per school year based on 1,440
36 hours equaling one (1) FTE figured as follows: example—180 days multiplied by 4 hours
37 equals 720 hours, divided by 1,440 hours equals .500 FTE, multiplied by 96 hours (12 days
38 multiplied by 8 hours) equals 48 hours sick leave. The District shall credit each employee with
39 twelve (12) days of sick leave on the first day of the school year for illness, emergency, injury,
40 pregnancy complications, childbirth, foster or adoption placement, caring for a family member
41 as defined below, or other allowable leave applications, with a prorated amount (by month)
42 being credited to each employee hired after the school year has begun. Emergency is defined as
43 an unforeseen situation that could hamper an employee's mental ability to safely perform
44 duties, to be determined by the immediate supervisor and/or Superintendent.
45

46 'Family member' defined:

- Child under age eighteen (18) (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent)
- Child over age eighteen (18) who is incapable of self-care (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent)
- Spouse, significant other, or registered domestic partner
- Parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee)
- Grandchild or grandparent
- Sibling (including biological, adopted, foster, or step sibling)
- Any relative residing in the employee's household
- Any family member of the employee's spouse or registered domestic partner as described above

Section 9.1.2.

In the event an employee is absent due to a work related injury or occupational disease qualifying for Industrial Insurance Benefits, the District shall pay the employee their regular wage deducted from the employee's accumulated sick leave, personal leave, and vacation leave, if applicable, in accordance with the amount paid to the employee by the District. The employee may instead elect one of the following options:

- a. choose to not use any accumulated leave resulting in leave without pay, or,
- b. elect to use a proportionate share of accumulated leave to make up the difference between the time-loss payments and the employee's regular pay.

When all paid leave is exhausted the remaining time-off will be leave without pay. Upon return the employee shall be placed in the position last held or in a similar position of equal hours and pay, if possible, with a doctor's written approval.

Upon return, the employee shall be placed in the position last held or in a similar position of equal hours and pay, if possible, with the doctor's approval.

Section 9.1.3. Sick Leave Cash Out.

The District agrees that it will implement an employee attendance incentive program, commonly known as "sick leave cash out" as described in applicable state laws and regulations to include the provision of RCW 28A.400.210.

Section 9.2. Leave of Absence.

Section 9.2.1.

Upon approval of the superintendent, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. An employee on a year's leave of absence must notify District Office, in writing, by May 15 or an extended date approved by the District, if

they intend to return to work. If District Office is not notified, in writing, the District will deem their position open.

Section 9.2.2.

A position vacated due to a District approved leave shall be offered to drivers/food service workers based on the Rotating Seniority List. If the driver/food service worker on leave does not return to work at the beginning of the following school year, the route/position will then be open for bid as a vacated route/position.

Section 9.2.3.

The returning employee will be assigned to the position occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time. For leaves of absence of more than thirty (30) work days, the position will be posted as temporary. When a temporary position is filled by a regular or regular part-time employee, then their vacated position will be filled by a substitute. For leaves of thirty (30) work days or less, the position will not be posted and will be filled by a substitute. When a temporary employee is utilized in this position for more than thirty (30) consecutive work days, they shall be subject to all provisions of this agreement.

Section 9.2.4.

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for job related injury, seniority shall accrue.

Section 9.3. Leave Sharing.

The District shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, and impairment of physical or mental condition.

Such program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate their employment with the District.

The Superintendent is directed to establish procedures for staff members who accrue annual leave and for staff members who do not earn annual leave but who accrue leave to be used for illnesses, injuries, or emergencies. The Superintendent is directed to administer the leave sharing plan in a manner consistent with state law and applicable collective bargaining agreements.

Section 9.4. Bereavement Leave.

Each employee shall be entitled to a maximum of four (4) days leave with pay per occurrence for absence caused by death of an employee's child, spouse, parent, step-parent, grandparent, sibling, parent-in-law, individual in employee's household or extended family member. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative.

Section 9.4.1.

Absences for bereavement shall be of sufficient duration to allow the employee time to travel to and from the place of service and to conduct necessary business while there. The length of the

1 absence is to be agreed upon by the employee and the Superintendent. However, this time will
2 not exceed ten (10) days for any one (1) occasion.

3
4 **Section 9.4.1.1.**

5 In the event of a death of a spouse or child, an employee may apply to Superintendent
6 for five (5) additional non-paid days leave.

7
8 **Section 9.4.2.**

9 Of those days used under the bereavement policy, four (4) days will be paid leave days. Days
10 in excess of four (4) days will be charged against sick leave.

11
12 **Section 9.4.3.**

13 In addition, employees may use accrued sick leave for the death of a close friend or relative not
14 covered above in Section 9.2.

15
16 **Section 9.4.4.**

17 The District retains the right to require the employee to submit proof of death and/or
18 relationship of decedent.

19
20 **Section 9.5. Personal Leave.**

21 Employees may be granted up to three (3) personal leave days per year. The supervisor is to be
22 informed in writing at least two (2) days in advance, if possible, so that proper arrangements can be
23 made. The supervisor will approve or deny the request in writing within two (2) work days of receipt
24 of the request. If no response is given within two (2) work days, the request will automatically be
25 approved. No more than two (2) persons per classification can be gone on personal leave per day. No
26 personal leave will be granted the first week of the school year, the day before or after a holiday, or the
27 last two (2) weeks of school. Approval must be given by the Supervisor or Superintendent in order for
28 the leave to be granted. Those days used as personal leave will not be charged against accumulated
29 sick leave. Up to three (3) unused days may be cashed out at the employee's base rate of pay in July
30 provided written notice is given to the district office by June 1st. One (1) unused day may be carried
31 over into the next year, up to a maximum of five (5) days.

32
33 **Section 9.6. Family Medical Leave.**

34 Employees will have access to the provisions as outlined in the federal family medical leave law and/or
35 the Washington State Family Care Act except that employees who work less than twelve (12) months
36 per year will qualify for FMLA after working a minimum of seven hundred twenty (720) hours during
37 the prior twelve (12) months. Eligible employees will have access to Washington State Paid Family
38 and Medical Leave (PFML).

39
40 **Section 9.7. Judicial Leave.**

41 In the event an employee is summoned to serve as a juror, or appear as a witness in court or any other
42 contested proceeding involving the District, or is named as a co-dependent with the District, such an
43 employee shall receive a normal day's pay for each day of required presence. Provided, however, that
44 any compensation received for such service shall be paid to the District excluding mileage. Such
45 repayment shall not exceed the employee's normal daily pay.

1 **Section 9.8. Other Types of Leaves.**

2 The District reserves the right to grant any other types of leaves that the District deems necessary and
3 appropriate.

4
5 **Section 9.9. Faith or Conscience Leave.**

6 Each employee covered by this Agreement is entitled to unpaid leave each year as allowed by law for a
7 reason of faith or conscience or an organized activity conducted under the auspices of a religious
8 denomination, church, or religious organization unless such leave will pose an undue hardship to the
9 District as defined by law.

10
11 **Section 9.10. Domestic Violence Leave.**

12 The District will provide leave in accordance with RCW 49.76 which allows victims of domestic
13 violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and
14 obtain health care. Such leave will be with or without pay at the employee's discretion; provided that
15 an employee must have available sick leave, vacation leave or similar paid leave available to receive
16 paid leave. Employees may also take reasonable leave to help a family member obtain needed
17 treatment or services. For this section, family members include a child, spouse, parent, parent-in-law,
18 grandparent, or a person with whom the employee is in a dating relationship.

19
20
21
22 **ARTICLE X**

23
24 **DISCIPLINE AND DISCHARGE**

25
26 **Section 10.1.**

27 The District may discharge any employee subject to this Agreement for justifiable cause. The issue of
28 justifiable cause shall be resolved in accordance with the grievance procedures of this Agreement.

29
30 **Section 10.2.**

31 The District agrees to follow a policy of progressive discipline unless the severity or nature of the
32 employee's behavior warrants more serious and immediate actions.

33
34 **Section 10.2.1.**

35 The progressive steps shall normally be as follows:

- 36
37 1. Oral Warning Formal
38 2. Letter of Warning
39 3. Letter of Reprimand
40 4. Suspension
41 5. Discharge

42
43 **Section 10.3.**

44 If the District has reason to discipline or discharge an employee, the employee shall have the right to
45 have a chapter representative of their choice, or field representative, at discipline proceedings. No
46 disciplinary action may result from a meeting between an employee and a supervisor unless an
47 opportunity for representation has been afforded.

1 **Section 10.4.**

2 The District shall have the right to discipline an employee for justifiable cause. If the District has
3 reason to reprimand an employee, except in an emergency situation, it shall be done in a manner which
4 will not embarrass the employee before other employees or the public. The District shall issue all
5 discipline in a timely manner, as soon as practicable after the occurrence(s) which lead to said
6 discipline.
7
8

9
10 **ARTICLE XI**

11
12 **PROBATIONARY PERIOD**
13

14 **Section 11.1.**

15 Each new hire shall remain in a probationary status for a period of not more than sixty (60) work days
16 following the hire date. During this probationary period, the District may discharge such employee at
17 its discretion.
18
19
20

21 **ARTICLE XII**

22
23 **SENIORITY AND LAYOFF PROCEDURES**
24

25 **Section 12.1. Seniority.**

26 The seniority of the employee within the bargaining unit shall be established as of the date the
27 employee begins continuous daily employment (hereinafter "hire date"), unless such seniority shall be
28 lost as hereinafter provided. When the hire date of two (2) or more employees in a classification is
29 identical, the date of the employment application shall be used to establish seniority. Drawing of lots
30 shall be used to determine relative placement of employees when the hire date and application date are
31 identical.
32

33 **Section 12.2.**

34 An employee shall lose seniority for any of the following reasons.
35

- 36 A. Resignation;
37 B. Discharge for any reason contained in this Agreement; or
38 C. Retirement.
39

40 **Section 12.3.**

41 Seniority rights shall not be lost, and shall continue to accrue, for the following reasons, without
42 limitation.
43

- 44 A. Time lost by reason of industrial accident, industrial illness or jury duty;
45 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
46 United States; or
47 C. Time spent on other authorized leaves.
48

1 **Section 12.4.**

2 Seniority rights shall be effective within the general job classification. As used in this Agreement,
3 general job classifications are those set forth in Article I, Section 1.2.

4 **Section 12.5.**

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

8
9 **Section 12.6.**

10 The food service employee with the earliest hire date shall have preferential rights regarding shift
11 selection, vacation periods, transfers, assignment to new or open jobs or positions, promotions, and
12 layoffs when ability and performance are substantially equal with those employees junior to them. The
13 District may determine that seniority rights should not govern because a junior employee possesses
14 ability and performance substantially greater than a senior employee or senior employees. If so, the
15 District upon request, shall set forth in writing to the food service employee or employees its reasons
16 why the senior employee or employees have been bypassed.

17
18 **Section 12.6.1.**

19 It is understood that all requests for vacation time off shall be submitted by September 30th of
20 the work year for the above seniority rights to apply.

21
22 **Section 12.7.**

23 All employees covered by this Agreement shall have the right to apply for any job opening within the
24 District. Employees are responsible for providing information regarding qualifications with each
25 application. Employees who properly apply for such open positions within the District and meet the
26 minimum qualifications for the position shall be granted personal interviews for the purpose of further
27 determining their qualifications for such open positions. These interviews may not be granted if the
28 District decides to hire the most senior applicant without interviewing other applicants. If a non-
29 employee is hired over an employee, the District shall set forth in writing to the employee(s) its reason
30 why the employee(s) has not been hired, if requested.

31
32 **Section 12.8. Layoff.**

33 In the case of layoff, the employee with the greatest seniority (earliest hire date) shall be retained in
34 preference to any junior employee.

35
36 **Section 12.8.1.**

37 In the event of layoff, employees so affected are to be placed on the reemployment list
38 maintained by the District according to layoff ranking. Such employees are to have priority in
39 filling an opening in the classification held immediately prior to layoff. Names shall remain on
40 the reemployment list for eighteen (18) months. Employees on layoff status must contact the
41 District personnel office in writing each sixty (60) days. Employees on layoff status shall be
42 given first opportunity to fill substitute assignments.

43
44 **Section 12.8.2.**

45 Employees on layoff status shall file their addresses in writing with the personnel office of the
46 District and shall thereafter promptly advise the District in writing of any change of address
47 thereafter to remain active for employment.

1 **Section 12.8.3.**

2 An employee shall forfeit rights to re-employment as provided in Section 12.8.1 if the
3 employee does not comply with the requirements of Section 12.8.2, or if the employee does not
4 respond to the offer of re-employment within five (5) work days. (Provided, that such employee
5 is offered a position substantially equal and similar to that held prior to layoff.)
6
7
8

9
10 **ARTICLE XIII**

11
12 **GRIEVANCE PROCEDURE**
13

14 **Section 13.1.**

15 Grievances arising between the District and its employees within the bargaining unit defined in Article
16 I herein, with respect to matters dealing with the interpretation or application of the terms and
17 conditions of this Agreement shall be resolved in strict compliance with this article.
18

19 **Section 13.2. Grievance Steps.**
20

21 **Section 13.2.1. Step I, Informal – Grievant/Immediate Supervisor.**

22 Employees shall first discuss the grievance with their immediate supervisor. If employees so
23 wish, they may be accompanied by a Union representative at such discussion. All grievances
24 not brought to the immediate supervisor in accordance with the preceding sentence within
25 twenty (20) work days of the occurrence of the grievance shall be invalid and subject to no
26 further processing.
27

28 **Section 13.2.2. Step II, Formal – Grievant/Immediate Supervisor.**

29 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
30 subsection, the employee shall reduce to writing a statement of the grievance containing the
31 following:
32

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

36 The employee shall submit the written statement of grievance to the immediate supervisor for
37 reconsideration and shall submit a copy to the Superintendent or the Superintendent's designee.
38 The parties will have five (5) work days from submission of the written statement of grievance
39 to resolve it by indication on the statement of grievance the disposition. If an agreeable
40 disposition is made, all parties to the grievance shall sign it.
41

42 **Section 13.2.3. Step III, Appeal to the Superintendent.**

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

1
2 **Section 13.2.4. Step IV, Arbitration.**

3 If the Union is not satisfied with the disposition of the grievance at Step III, it may request
4 arbitration in writing to the Superintendent within ten (10) work days after Step III procedures
5 have been completed, if the grievance involves the interpretation or application of any of the
6 provisions of the Agreement.
7

8
9 **Section 13.2.4.1.**

10 Within ten (10) work days after such arbitration request, the parties will attempt to
11 agree upon a mutually acceptable arbitrator and to obtain commitment from such
12 arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such
13 a commitment within the ten (10) work day period, a request for a list of arbitrators may
14 be made to the American Arbitration Association by either party. The arbitrator will be
15 selected under the rules of the American Arbitration Association.
16

17 **Section 13.2.4.2.**

18 Neither party shall be permitted to assert in the arbitration proceeding any evidence
19 which was not submitted to the other party at the conclusion of the Step III meeting;
20 however, if new evidence should arise after the conclusion of the Step III meeting that
21 would have substantial bearing on the grievance, then that evidence may be submitted at
22 the arbitration hearing. The party seeking to submit the new evidence will give as much
23 notice to the other party as is possible.
24

25 **Section 13.2.4.3. Jurisdiction of the Arbitrator.**

26 The arbitrator shall be without power or authority to render a decision which could
27 require the commission of an act prohibited by law or which is in violation of the terms
28 of the Agreement. The arbitrator shall have no power to add to, subtract from, modify,
29 or amend any of the terms of this Agreement. The arbitrator shall have no power to
30 substitute their discretion for that of the Board in any matter that has not been
31 specifically contracted away by the Board via the express terms and conditions of this
32 Agreement. The arbitrator shall be without power or authority to assess punitive
33 damages against either party. The decision of the arbitrator will be submitted to the
34 Union and the Board and will be final and binding upon them. The costs and expenses
35 of the arbitrator will be borne equally by the Union and by the District. All other costs
36 will be borne by the party incurring them.
37

38 **Section 13.3. No Reprisals.**

39 No reprisals of any kind will be taken by the Board or the School Administration or the Union against
40 any individual because of their participation or non-participation in this grievance procedure.
41

42 **Section 13.4. Cooperation of Board, Administration, and the Union.**

43 The Board and the Administration will cooperate with the Union in its investigation of properly filed
44 grievances, and further, will furnish the Union such information as is requested and necessary for the
45 processing of a grievance. The Union will cooperate with the Board and the Administration in its
46 investigation of any properly filed grievance, and further, will furnish the Board and Administration
47 such information as is requested and necessary for the processing of a grievance.
48
49

ARTICLE XIV
INSURANCE AND RETIREMENT

Section 14.1. Insurance Benefits.

The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees. Employees must be compensated for a minimum of 630 hours per year to qualify for coverage.

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

Since State law and SEBB do not provide optional insurance plans, the employer agrees to provide all eligible employees optional insurance plans as agreed to by the District and PSE.

If an employee is terminated or terminates their employment, their coverage will terminate at the end of the current month. The District will follow federal requirements regarding COBRA.

ARTICLE XV
SALARIES AND EMPLOYEE COMPENSATION

Section 15.1.

Schedule A attached hereto and by this reference incorporated herein contains wage rates applicable to this Agreement.

Section 15.1.1.

Employee anniversaries shall take effect September 1st of each year.

Section 15.1.2.

Each employee of the District shall be given a general orientation of District benefits, policies, practices, and procedures.

Section 15.2.

Salaries contained in Schedule A shall be for the entire term of this Agreement. Should the date of execution of this Agreement be subsequent to the effective date, salaries including overtime, shall be retroactive to the effective date.

Section 15.3.

Errors in salary amount which results in under payment must be paid within five (5) work days of notification upon approval of Superintendent. Subsequent checks shall then bear the correct monthly

1 salary. In the event of an over payment, the employee shall be notified prior to deduction, and shall
2 have the right to obtain an adjustment in order to avoid hardship.

3
4 **Section 15.4.**

5 Employees required to remain overnight on District business shall be reimbursed for expenditures
6 upon presentation of receipts.

7
8 **Section 15.5. Reimbursements.**

9
10 **Section 15.5.1. DOT Physicals.**

11 The District shall reimburse employees upon receipt of expenses incurred for D.O.T. physicals
12 up to \$150.00.

13
14 **Section 15.5.2. Commercial Driver's License (CDL).**

15 The District shall reimburse employees upon receipt of expense incurred for the renewal of the
16 CDL portion of their driver's license.

17
18 **Section 15.5.3. Boot Allowance.**

19 The District shall reimburse the Mechanic upon receipt of expense incurred for work boots up
20 to \$150.00 maximum per year.

21
22 **Section 15.6.**

23 Drivers offered extra duties based on supervisor/mechanic needs, such as fueling buses and any pickup
24 or delivery assignment of school buses/vehicles shall be paid at driver's rate of pay. These duties shall
25 be assigned according to the Rotating Seniority List. If the most senior driver does not wish to do these
26 duties, the next senior driver will be offered the extra time. This process shall continue until filled.

27
28 The regular rate of pay will be paid for attendance at District required bids, orientation, training,
29 meetings, and classes but not First Aid training.

30
31 When the Transportation Supervisor is on vacation or on other leave, the Superintendent shall
32 designate one Transportation employee to be the Lead during the Transportation Supervisor's absence.
33 Situations of a serious nature that arise during this time shall be brought to the attention of the
34 Superintendent. The Transportation employee appointed as the Lead, shall be paid an additional two
35 dollars (\$2.00) an hour for the time they work as the Lead.

36
37 **Section 15.7. Attendance Incentive Program.**

38
39 **Section 15.7.1. Attendance Incentive Program.**

40 Each year of the contract, an employee who works the full work/school year and has used no
41 more than three (3) days of any type of leave during the work/school year, excluding
42 bereavement, vacation, and professional leave shall be paid in July (September for 260 day
43 employees) an incentive bonus of two hundred dollars (\$200.00).

44
45 **Section 15.8. Transfer of Previous Experience.**

46 When an employee leaves one K-12 school district within the state and commences regular
47 employment with another K-12 school district within the state, the employee shall retain the same
48 longevity that the employee had in their previous position; PROVIDED, that the position is similar in
49 occupational status to the new position; and PROVIDED FURTHER THAT in the event that the

transferring employee was eligible for longevity credit at the previous school district, the Onalaska School District will recognize that past longevity. Employees who transfer between districts shall not retain any seniority rights other than longevity when leaving one K-12 school district and beginning employment with another. If the Onalaska School District has a different system for computing leave benefits, and other benefits, then the employee shall be granted the same longevity, leave benefits and other benefits as a person in the Onalaska School District who has similar occupational status and total years of service. Written documentation from the transferring district(s), which shall include the position title(s) and specific length of service, must be submitted to the Onalaska School District at the time of employment.

ARTICLE XVI

UNION MEMBERSHIP AND CHECKOFF

Section 16.1. Membership.

The District agrees to accept dues authorizations via paper form, voice authorization or by E-signature in accordance with "E-SIGN". PSE will provide a list of those members who have agreed to union membership via any of the above methods. In addition, upon request, access will be given to the District to the .wav files associated with the voice authorizations.

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

Section 16.2.

The Union agrees to refund to the employer and/or the employee any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

Section 16.3. Checkoff.

Upon written or voice authorization of any public employee within the bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of dues, certified by the secretary of the Public School Employees of Washington / SEIU Local 1948 (PSE / SEIU 1948) and shall transmit the same to the treasurer of PSE / SEIU 1948. Upon authorization, the District shall deduct local dues as established by the local PSE / SEIU Local 1948 chapter and remit the same to the treasurer of the local PSE / SEIU Local 1948 chapter.

Section 16.4. Committee on Political Empowerment.

The District shall, upon receipt of written or voice authorization, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union. Section 16.5 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE / SEIU Local 1948 State Office about the right to revoke the request.

Section 16.5. Hold Harmless.

The Union will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any checkoff of Union dues or voluntary political contributions.

ARTICLE XVII

TERM

Section 17.1.

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

Section 17.2.

This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that all state increases for salaries and insurance shall be passed through to all bargaining unit employees for each year of this agreement. This agreement shall be reopened to consider the impact of any legislation enacted following execution of this agreement which directly affects the terms and conditions herein or creates authority to alter personnel practices in public employment.

Standby time will be paid at the Driver's regular rate.

Wage increases:

- 22-23 school year: Bus driver rates on schedule A will be increased by \$4.00 per hour. All other rates on schedule A will be increased by 8.25%.
- 23-24 school year: All rates on schedule A will be increased by IPD or 3.2%, whichever is higher.
- 24-25 school year: All rates on schedule A will be increased by IPD or 3%, whichever is higher.

One-time signing/retention bonuses:

- For the 22-23 school year, newly hired employees holding a CDL will receive a one-time signing bonus of \$1000, to be paid after completing two (2) years with the District.
- For the 22-23 school year, current employees holding a CDL will receive a one-time retention bonus of \$400, to be paid after completing one (1) year with the District. (August 2023)
- For the 22-23 school year, current employees not holding a CDL will receive a one-time retention bonus of \$250, to be paid after completing one (1) year with the District. (August 2023)

Section 17.3.

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it is voided by law.

Section 17.4.

All conditions of employment in the contract shall be maintained at the current level of standards in effect in the District at the time this Agreement is signed.

Section 17.5.

Any past procedures of employment pertaining to conditions of employment shall continue in effect in the District at the time this Agreement is signed.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF ONALASKA TRANSPORTATION
AND FOOD SERVICE

ONALASKA SCHOOL DISTRICT #300

BY: *Jolynn Enos*
Jolynn Enos (Dec 14, 2023 14:29 PST)
Jolynn Enos, Chapter President

BY: *Brenda Padgett*
Brenda Padgett, Superintendent

DATE: Dec 14, 2023

DATE: Jan 8, 2024

Schedule A
Onalaska School District
September 1, 2022 – August 31, 2023

	0	1	2	3	4	5	6	7	9/1 for yr 11	9/1 for yr 16	9/1 for yr 21	9/1 for yr 26
Cook/Cashier	\$16.38	\$16.86	\$17.40	\$17.94	\$18.46	\$19.02	\$19.59	\$21.12	\$21.33	\$21.65	\$22.08	\$22.63
Bus Monitor	\$17.80	\$18.25	\$18.75	\$19.27	\$19.75	\$20.29	\$20.57	\$22.04	\$22.26	\$22.59	\$23.04	\$23.61
Bus/Trip Driver	\$22.16	\$22.59	\$23.07	\$23.54	\$24.01	\$24.47	\$24.96	\$26.40	\$26.66	\$27.06	\$27.60	\$28.30
Van Driver	\$18.34	\$18.80	\$19.29	\$19.81	\$20.29	\$20.83	\$21.11	\$22.58	\$22.81	\$23.15	\$23.62	\$24.21
Transportation Mechanic	\$22.00	\$22.47	\$22.99	\$23.48	\$24.04	\$24.57	\$25.11	\$26.41	\$26.66	\$27.06	\$27.61	\$28.30
Transportation Technician	\$19.87	\$20.36	\$20.87	\$21.39	\$21.94	\$22.48	\$23.03	\$24.38	\$24.62	\$24.99	\$25.49	\$26.13

Sub Rate - Years (30+ days per year) of Onalaska substitute experience placement on Schedule A up to maximum step of 3.
Driver Trainer - plus \$1.00 per hour when training.
Standby Time is paid at the Driver's regular rate of pay

Career Longevity Increments

- A. Members who have completed ten (10) years of service in the District shall receive a career longevity increment of 1% above Year 7
- B. Members who have completed fifteen (15) years of service in the District shall receive a career longevity increment of 1.5% above Year 11
- C. Members who have completed twenty (20) years of service in the District shall receive a career longevity increment 2% above Year 16
- D. Members who have completed twenty-five (25) years of service in the District shall receive a career longevity increment of 2.5% above Year 21

Schedule A Onalaska School District September 1, 2024 - August 31, 2025												
	0	1	2	3	4	5	6	7	9/1 for year 11	9/1 for year 16	9/1 for year 21	9/1 for year 26
Cook/Cashier	\$17.61	\$18.13	\$18.71	\$19.29	\$19.85	\$20.45	\$21.07	\$22.71	\$22.94	\$23.28	\$23.75	\$24.34
Bus Monitor	\$19.14	\$19.63	\$20.16	\$20.72	\$21.24	\$21.82	\$22.12	\$23.70	\$23.94	\$24.30	\$24.78	\$25.40
Bus/Trip Driver	\$23.83	\$24.29	\$24.81	\$25.31	\$25.82	\$26.31	\$26.84	\$28.39	\$28.67	\$29.10	\$29.69	\$30.43
Van Driver	\$19.72	\$20.22	\$20.74	\$21.30	\$21.82	\$22.40	\$22.70	\$24.28	\$24.52	\$24.89	\$25.39	\$26.03
Mechanic	\$23.66	\$24.16	\$24.72	\$25.25	\$25.85	\$26.72	\$27.00	\$28.40	\$28.68	\$29.11	\$29.70	\$30.44
Technician	\$21.37	\$21.89	\$22.44	\$23.00	\$23.59	\$24.17	\$24.77	\$26.22	\$26.48	\$26.88	\$27.41	\$28.10

Notes:

Sub Rate - Years (30+ days per year) of Onalaska substitute experience placement on Schedule A up to maximum step of 3.

Driver Trainer - plus \$1.00 per hour when training.

Standby Time is paid at the Driver's regular rate of pay

Career Longevity Increments:

A. Members who have completed ten (10) years of service in the District shall receive a career longevity increment of 1% above Year 7

B. Members who have completed fifteen (15) years of service in the District shall receive a career longevity increment of 1.5% above Year 11

C. Members who have completed twenty (20) years of service in the District shall receive a career longevity increment of 2% above Year 16

D. Members who have completed twenty-five (25) years of service in the District shall receive a career longevity increment of 2.5% above Year 21