

COLLECTIVE BARGAINING AGREEMENT BETWEEN
ORTING SCHOOL DISTRICT #344
AND
PUBLIC SCHOOL EMPLOYEES OF ORTING #606
SEPTEMBER 1, 2022 - AUGUST 31, 2025



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	2
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI HOURS OF WORK	5
ARTICLE VII HOLIDAYS	6
ARTICLE VIII LEAVES	7
ARTICLE IX VACATIONS	11
ARTICLE X SENIORITY	11
ARTICLE XI PROBATION/TRIAL SERVICE PERIOD	14
ARTICLE XII TRANSPORTATION SERVICES	15
ARTICLE XIII DISCHARGE OF EMPLOYEES	19
ARTICLE XIV INSURANCE	19
ARTICLE XV PROFESSIONAL DEVELOPMENT	20
ARTICLE XVI PARAEDUCATORS	22
ARTICLE XVII ASSOCIATION MEMBERSHIP AND CHECK OFF	22
ARTICLE XVIII GRIEVANCE PROCEDURE	24
ARTICLE XIX SALARIES	26
ARTICLE XX RECLASSIFICATION	27
ARTICLE XXI SAFETY	28
ARTICLE XXII CHEMICAL USE TESTING	30
ARTICLE XXIII DURATION OF AGREEMENT	31
ARTICLE XXIV SEPARABILITY OF PROVISIONS	31
SIGNATURE PAGE	32
APPENDIX A SCHEDULE A (2022-2023)	33

TABLE OF CONTENTS (continued)

APPENDIX B	FAMILY LEAVE LAW TABLE	35
APPENDIX C	LETTER OF AGREEMENT – SUMMER WORK SCHEDULE	36
APPENDIX D	LETTER OF AGREEMENT – MAINTENANCE WORK ORDER PROCESS	37
APPENDIX E	LEAVE REQUEST FORM	38
APPENDIX F	PSE REPRESENTATIVE RELEASE TIME FORM	39

1
2
3
4
5
6
7
8
9
10
11
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P R E A M B L E

This Agreement is made and entered into between the Orting School District Number 344 (hereinafter “District”) and Public School Employees of Orting, an affiliate of Public School Employees of Washington (hereinafter “Association”).

The parties understand and support the stated Mission of the District while maintaining fiscal accountability and meeting the educational needs of all students in the Orting School District.

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

A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association 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 classified employees in the following general job classifications: Secretarial/Clerical; Technicians, Instructional Support, and Monitors; Custodial/Maintenance; Food Service; and Transportation; provided, however, that the Secretary to the Superintendent, Secretary to the Assistant Superintendent or other employees who meet the definition of a confidential employee under RCW 41.56.030 are exempt from the bargaining unit.

Section 1.2.1.

Exempt employees shall not perform bargaining unit work, except where bargaining unit employees are not available and except as reasonably determined by the Superintendent. This clause shall not be subject to arbitration, and the decision of the Board of Directors shall be final and binding.

Section 1.2.2.

Substitute employment is defined as work performed by a substitute employee in a regular position, when such position is temporarily vacated by the absence of the regular employee or work performed by a substitute employee when a position has been permanently vacated while the District is in the process of hiring for the position. Substitute employees who have worked thirty (30) or more days within a general job classification within a twelve (12) month period ending in the current or preceding school year and continue to be available for employment as substitutes, shall be included in the bargaining unit, but subject only to Schedule A and other Sections specifically mentioning them.

Section 1.2.2.1.

Temporary employment is defined as work that is intrinsically time limited by a specific

non-recurring funding source or the nature of the work is non-continuous. Temporary positions shall not extend beyond one hundred eighty (180) days. Temporary employees shall be subject to all terms of the collective bargaining agreement, provided, temporary employees hired for less than thirty (30) working days are excluded from the bargaining unit, provided further, when such temporary employment ends, Section 10.8 and the subparagraphs there under, shall not apply. A regular employee who leaves regular employment to serve in a temporary employment capacity, shall maintain their rights as a regular employee.

Section 1.3.

Descriptions for all positions subject to this Agreement will be provided to the Association for information purposes. Job descriptions shall be provided to new employees at the time of hire.

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 applicable laws and regulations 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 other 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 due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that the employees in the bargaining unit defined herein 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 Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall neither encourage nor discourage membership in any employee organization.

1 **Section 3.2.**

2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
3 Association representatives and/or appropriate officials of the District.
4

5 **Section 3.3. Calendar.**

6 Prior to submitting a calendar to the Board for adoption, the Association will be provided an opportunity
7 to review and comment on the proposed calendar. The Association may appoint a representative to the
8 District Calendar Committee.
9

10 **Section 3.4.**

11 Employees subject to this Agreement may have Association representatives or other persons present at
12 investigatory interviews that could result in discipline or grievance discussions between themselves and
13 supervisors or other representatives of the District.
14

15 **Section 3.5. Personnel Files.**

16 An employee shall have the right, upon reasonable notice, to inspect the contents of his/her personnel file.
17 The inspection shall be in the presence of a District representative. File materials, at the employee's
18 expense, may be reproduced for the employee as promptly as feasible upon request. No material judged
19 by the employee to be negative in nature will be placed in the employee's personnel file without notice to
20 the employee. Employees may attach a rebuttal statement to the material within fourteen (14) working
21 days of such notice. After two (2) years, employees shall have the right to make a written request to
22 Human Resources to have negative materials removed from their personnel file if no further similar
23 actions have occurred. This does not apply to evaluation materials.
24

25 **Section 3.6. Harassment.**

26 Neither the District, its agents or supervisors, nor the Association, its agents or members shall ridicule,
27 slander, or abuse any bargaining unit or non-bargaining unit employee. All employer/employee relations
28 shall be conducted with due respect for employee's rights, duties, and privileges.
29

30 **Section 3.7. Evaluations.**

31 Each employee shall be evaluated annually no later than two (2) weeks prior to the end of the employee's
32 scheduled work year. Evaluations are expected to be performed by the employee's immediate supervisor
33 and such supervisors are expected to inform employees of performance concerns as they develop. Section
34 3.7 shall not be subject to the arbitration provision of this Agreement.
35

36 **Section 3.7.1.**

37 The parties mutually agree to hold regular Association/District Labor/Management Team
38 meetings utilizing a Collaborative model. The team will consist of at least three (3)
39 Association/Labor members and at least three (3) Management members. The team meetings may
40 be mutually scheduled on District paid time. Additionally, the committee can request other
41 individuals to make presentations to the Committee.
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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

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

Section 4.2.

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

Section 4.3.

The names, addresses, work assignments (hours/day, workdays/year, rate of pay), District hire date and classification seniority date, of employees in the respective sub-units, and the names of employees on the re-employment list will be provided annually on approximately October 1 to the President of the Association, and updated monthly, as changes in personnel occur.

Section 4.4.

The Association reserves and retains the right to delegate any right or duty contained herein, within the scope of statute, to appropriate officials of the Public School Employees of Washington State Organization. The Chapter will annually notify the District of the names of its officers.

Section 4.5.

Up-to-date job descriptions will be provided for informational purposes to the Association thirty (30) working days after new or revised job descriptions have been completed pursuant to Article I, Section 1.3 of this Agreement.

Section 4.6.

The District agrees that it will provide the Association President with Board docs for regularly scheduled Board meetings.

Section 4.7. Association Release Time.

The President of the Orting PSE/SEIU Local 1948 Chapter and designated representatives shall be provided release time without loss of compensation, to attend District related meetings not to exceed eighty (80) in aggregate hours per year. Hours shall be tracked annually on the PSE Representative Release Time Monthly Tracking Form mutually developed by the parties. Additional hours may be granted by the District (appendix included).

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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

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

ARTICLE VI

HOURS OF WORK

Section 6.1.

The normal work schedule shall consist of five (5) consecutive workdays, provided, however, the District and the employee may agree to a modification of the normal work schedule. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. Each normal full-time shift shall consist of eight (8) hours of work per day. Each full-time shift shall be granted a lunch period of not less than thirty (30) minutes.

Section 6.1.1.

Each employee shall be assigned a minimum of one (1) hour for each reporting time, provided that there is a break of thirty (30) or more minutes from the employee's other assigned time.

Section 6.1.2.

An employee required to return to work for an emergency shall be on "call back" status and will receive two (2) hours at the appropriate hourly rate of pay.

Section 6.1.2.1.

In the event the District deems it necessary to close a school or schools due to inclement weather or other emergency closure, an employee who reports to work will be eligible to receive two (2) hours of pay at the employee's regular rate of pay. This provision will not be applicable when school closure is announced the day prior to the closure or when the closure is announced more than two (2) hours prior to the start of the employee's shift.

Section 6.2.

For all employees, except bus drivers, all hours worked in excess of eight (8) in one day or forty (40) in one (1) week shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate. Employees will be paid for all the hours they are required to work. Employee overtime shall be authorized prior to the time it is worked.

Compensatory time shall be administered in accordance with law. Compensatory time, valued at one and one-half times the employee's base hourly rate for each hour worked beyond forty (40) hours per week shall be available at the discretion of the immediate supervisor, to bargaining unit employees in lieu of cash overtime upon mutual agreement by the employee and the employer. The compensatory time must be expressly authorized in advance by the immediate supervisor. Any accumulated compensatory time

must be utilized within the work year in which it was earned. The employee and employer must agree when compensatory will be utilized. The District maintains the right to cash out an employee's compensatory time at one and one-half (1½) times their hourly rate of pay. Any remaining compensatory balance at the end of the fiscal year will be liquidated to cash at the rate of one and one-half (1½) times the base hourly rate. Compensatory time must be documented using the Compensatory Time Record Sheet.

Section 6.2.1. Meal Periods.

An employee shall not be required to work more than five (5) consecutive hours without a meal period. Employees who work three (3) or more hours longer than a normal workday shall receive at least one thirty (30) minutes for a meal period prior to or during the overtime period.

Section 6.2.2.

Classified employees are entitled to a meal period of at least thirty (30) minutes, that begins no less than two (2) hours nor more than five (5) hours from the beginning of the work shift. If the employee is required by a supervisor to remain on the employment premises or to remain on call during the meal period, the meal period shall be on the employer's time.

Section 6.2.3. Rest Periods.

Employees must receive a rest period of fifteen (15) minutes, on the employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as close as possible to the midpoint of the work period. An employee shall not be required to work more than three (3) hours without a rest period.

Section 6.2.4.

If the nature of the work permits employees to take intermittent rest periods equal to fifteen (15) minutes per four (4) hours worked, scheduled rest periods are not required.

Section 6.3.

Employees working additional hours and performing the employee's same duties shall be paid their own hourly rate for the additional hours.

ARTICLE VII

HOLIDAYS

Section 7.1.

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

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

Section 7.1.1.

Employees called in to work on a holiday shall be compensated at double time for all hours worked, with a two (2) hour minimum call in. Such compensation shall be in addition to any holiday pay.

Section 7.1.2.

Friday of Spring Break is a paid day off for twelve (12) month employees only.

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

Section 8.1.1.

Employees shall earn one (1) day of sick leave per month, cumulative to a maximum of one hundred eighty (180) days. Sick leave days allocated per work year calendar are as follows:

- Ten (10) days for employees with a work year calendar of 150 to 215.
- Eleven (11) days for employees with a work year calendar of 216 to 240.
- Twelve (12) days for employees with a work year calendar of 241 to 260.

Employee work year calendars shall include paid holidays per Section 7.1.

Section 8.1.1.1.

Claims for illness in excess of five (5) workdays to be substantiated by a statement from a physician/health care provider. When there is cause to suspect a misuse of sick leave due to a demonstrable pattern of sick leave use and/or specific employee conduct, the District may request a statement verifying such absence.

Section 8.1.2.

An employee may, upon need, draw their sick leave which would be expected to be earned during the balance of the school year, any time after beginning employment. If the employee does not actually work the balance of the year, as expected, sick leave paid in excess of that earned shall be deducted from the final check.

Section 8.1.2.1.

Employees covered by this Agreement who have an extraordinary and/or severe medical condition, may participate in a leave sharing program in accordance with RCW 28A.400.380.

Section 8.1.2.2.

If, due to inclement weather or emergency building closure, employees are unable to report to or perform work, twelve (12) month employees will use any applicable form of paid leave or apply for a leave without pay.

1
2 **Section 8.1.3. Sick Leave and Retirement Cashout.**

3 The following provisions are to govern an attendance incentive program whereby employees can
4 receive compensation for unused sick leave.
5

6 In January of the year following, any year in which a minimum of sixty (60) days of sick leave is
7 accrued, and each January thereafter, an employee may receive remuneration for unused sick
8 leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation of
9 the employee for each four (4) days of accrued sick leave in excess of sixty (60) days.
10

11 The sick leave for which compensation has been paid, shall be deducted from the employee's
12 accrued sick leave at a rate of four (4) days for every day's compensation paid.
13

14 An employee at the time of separation from District employment due to retirement or death shall
15 receive remuneration at a rate equal to one (1) day's current monetary compensation of the
16 employee for each four (4) days of accrued leave for illness or injury.
17

18 Should the Legislature revoke any benefits under the Collective Bargaining Agreement, then no
19 employee shall receive such benefits under the Collective Bargaining Agreement.
20

21 The District shall establish rules consistent with the regulations of the State Board of Education
22 and the Office of Superintendent of Public Instruction, including changes of months for the
23 purpose of accounting, to allow employees to claim benefits hereunder, provided that for purposes
24 of Section C, no employee may receive compensation under this Section for any portion of sick
25 leave accumulated at a rate in excess of one (1) day per month.
26

27 **Section 8.2. Bereavement Leave.**

28
29 **Section 8.2.1.**

30 Leave with pay will be granted to an employee who is absent due to a death in the immediate
31 family. Leave due to said death will be limited to a maximum of five (5) days per occurrence,
32 unless extended by the Superintendent or designee.
33

34 **Section 8.2.2.**

35 Immediate family is defined as: spouse (including registered domestic partner), parent, mother in
36 law, father in law, grandparent, sibling, brother in law, sister in law, child (including adopted
37 child), or grandchild of the employee or employee's spouse or registered domestic partner. The
38 immediate family shall also include the employee's fiancée and any person residing with the
39 employee as a member of the employee's household (including foster children). Exceptions to the
40 list of definition of immediate family may be granted by the Superintendent.
41

42 **Section 8.2.3.**

43 A maximum of one (1) day leave with pay will be granted for attending funerals of others. This
44 leave may be utilized in one-half (½) day increments. Additional unpaid leave of two (2) days
45 shall be authorized for the same purpose.
46

47 **Section 8.2.4.**

48 Bereavement leave is not deducted from sick leave and is not cumulative.

Section 8.3. Personal Leaves.

Section 8.3.1.

Each employee in the District shall have two (2) personal leave days per year, cumulative to five (5) days.

- A. Advance notice of three (3) days shall be given to the building principal or supervisor, unless it is an emergency situation.
- B. No reason need be given.
- C. Only one (1) employee per classification will be granted personal leave per day, unless it's an emergency.
- D. Unused personal days may be cashed in at the rate of two (2) day per diem per year. Cash-in must be selected prior to June 30 for payment in July of the school year in which the leave days are accrued. Days cashed in shall be deducted from the accumulated personal leave days.
- E. Employees who have twenty (20) years or more of service (as credited on the salary schedule) and who are separating from the District due to resignation or retirement, will receive compensation for up to five (5) unused personal days.

Section 8.3.1.1.

The use of personal leave day shall be subject to conditions (A), (B), and (C) above.

Section 8.3.2.

Personal leave may not be taken the day before or the day after a holiday, or in any combination for the purpose of extending vacation unless pre-approved in writing by the supervisor and provided to Human Resources. The supervisor may deny the leave if the date of the leave conflicts with department and/or building needs.

Section 8.3.3.

Personal leave will not be deducted from sick leave.

Section 8.4. General Leaves.

Section 8.4.1.

Employees must complete a Leave Request Form (Appendix E) when requesting a Leave of Absence without Pay. Upon recommendation from the employee's immediate supervisor and then from the Superintendent with final Board approval, a leave of absence without pay or accrual of benefits of up to one (1) year may be granted to any employee for such things as illness, family emergency, maternity, education, etc. In cases where an injury or protracted illness is work related, the District shall grant up to one (1) year's leave. Leave shall not be granted for the express purpose of accepting other employment. The District will give first preference to the employee for reemployment for any openings for which the employee is qualified.

Section 8.4.2.

The District shall grant leave for a work related illness or injury up to one (1) year. If additional time is necessary, written application must be made to the District and up to one (1) additional year may be granted at the District's discretion. An employee who has been on protracted illness

1 leave under this section shall give thirty (30) days' notice in writing of intent to return to work.
2 Upon returning, the employee shall be reinstated to the position held prior to going on leave,
3 unless the position has been abolished or a general reduction in force has placed an employee with
4 more seniority in the position. In those cases, the employee shall be reinstated to as equivalent a
5 position as possible without conflicting with the terms of Article X.
6

7 **Section 8.4.3.**

8 The provisions of the Federal Family and Medical Leave Act shall apply to all employees
9 working four (4) or more hours per day. Except for this provision, all other aspects of FMLA
10 shall be applied according to the statute as legally determined by the District.
11

12 **Section 8.5. Jury Duty.**

13
14 **Section 8.5.1.**

15 In the event that an employee subject to this Agreement is summoned to serve as a juror or appear
16 as a codefendant with the District, the employee shall receive their normal day's wages for each
17 day they are required in court. In the event that an employee is a plaintiff or defendant in court
18 action, they may request a Leave of Absence which may be granted without pay or may request
19 paid leave, if applicable, under other sections of Article VIII.
20

21 **Section 8.6.**

22 Each employee may be assigned up to five (5) days of professional visitation/professional development
23 time per year at the discretion of the District. Any such visitation or training shall be for purposes of
24 professional skills development related to the employee's regularly assigned duties.
25

26 **Section 8.7.**

27 The District may assign an employee, upon request, to act as a chaperone without loss of pay.
28

29 **Section 8.8.**

30 Whenever an employee is absent from employment or unable to perform currently contracted duties as a
31 result of unwarranted assault sustained in the course of employment, such absence will not be charged to
32 accumulated sick leave. Said unwarranted assault must be verified by an official court ruling. The
33 District's liability arising from such benefit is limited to twelve (12) months from the date of official
34 verification of the unwarranted assault.
35

36 **Section 8.9. Military Leave.**

37 The District will comply with the current Federal and State Statutes. See also Section 8.4.3. Family
38 Medical Leave regarding leave for military exigencies and/or military caregivers.
39

40 **Section 8.10. Domestic Violence Leave.**

41 Leave with Pay (to extend the employee has accrued paid leave available for use) or without pay may be
42 granted to allow victims of domestic violence, sexual assault or stalking to take reasonable leave from
43 work for legal of law enforcement assistance, medical treatment, counseling or as otherwise provided by
44 RCW 49.76. The employee shall provide verification of eligibility to take this leave as permitted by RCW
45 49.76. The employee must give advance notice. When advanced notice cannot be given because of an
46 emergency or an unforeseen circumstance, the employee must give notice to the employer no later than
47 the end of the first day that the employee takes such leave.
48

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2 **Section 8.11. Maternity/Paternity Leave.**

3 The District will comply with State and Federal laws for family and medical leave (see: Washington State
4 Labor and Industries Table at Appendix D).
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8 **ARTICLE IX**

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10 **VACATIONS**
11

12 **Section 9.1.**

13 For less than twelve (12) month employees, upon completion of the first year of service, i.e., upon the
14 employee's anniversary date with the District, each employee shall be granted five (5) days paid vacation
15 per year. For employees hired February 1 or later, the sixth paid day shall be credited upon the
16 completion of the year following September 1 and thereafter each employee shall be granted one (1)
17 additional day paid vacation for each year of service completed, i.e., September 1 to August 31 to a
18 maximum of twenty (20) days per year. All paid vacations shall be computed on a full-time equivalent
19 basis.
20

21 For the less than twelve (12) month employees, vacation pay shall be paid on an annualized basis i.e.,
22 one-twelfth (1/12) of vacation pay each month. Employees hired after the beginning of the fiscal year but
23 on or before February 1 will have vacation pay prorated over the remaining months of the fiscal year.
24

25 **Section 9.2.**

26 Annual employees shall be granted ten (10) days of vacation time off after one (1) year of completed
27 service, i.e., upon the employee's anniversary date, and one (1) additional day for each year of service
28 completed thereafter to a maximum of twenty (20) days per year. Vacation days are accrued on a month
29 basis (one month = one-twelfth (1/12)).
30

31 **Section 9.3.**

32 Vacations shall be scheduled at the request of the employee unless such vacation time would disrupt the
33 normal activities of the District. Vacation requests will not be granted unless such request is approved by
34 the immediate supervisor.
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36
37

38 **ARTICLE X**

39
40 **SENIORITY**
41

42 **Section 10.1.**

43 The seniority of an employee in the bargaining unit shall be established as of the employee's first
44 workday for the District as a regular employee (hereinafter "hire date") unless such seniority shall be lost
45 as hereinafter provided. Ties in seniority shall be broken using District-wide seniority. Ties in District-
46 wide seniority shall be broken by drawing lots.
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3 **Section 10.2.**

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

- 5 A. Resignation;
6 B. Discharge for any reason contained in this Agreement (unless the employee is reinstated by a
7 court of law);
8 C. Retirement; or
9 D. Change in job classification within the bargaining unit, as hereinafter provided.

10
11 **Section 10.3.**

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

- 13 A. Time lost by reason of industrial accident, industrial illness or jury duty.
14 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
15 United States.
16 C. Time spent on other authorized leaves of absence, not to exceed one (1) year unless the leave is
17 extended by the District pursuant to Section 8.4.

18
19 **Section 10.4.**

20 Seniority rights shall be effective within the general job classification as defined in Section 1.2.

21
22 **Section 10.5.**

23 The employee with the earliest hire date shall have preferential rights regarding shift selection and
24 vacation periods. The employee with the earliest hire date shall have preferential rights regarding filling
25 of open job assignments, promotions and layoffs when ability and performance are substantially equal
26 with those individuals junior to them. If the District determines that seniority rights should not govern
27 because a junior employee possesses ability and performance substantially greater than a senior employee
28 or employees, the District shall set forth in writing to the most senior employee and the Association's
29 President its reasons why the most senior employee has been bypassed.

30
31 **Section 10.6.**

32 The District shall notify the Association in writing when temporary hours of employment have been
33 assigned to persons outside of the general job classification.

34
35 **Section 10.6.1.**

36 An employee who changes general job classifications within the bargaining unit shall retain their
37 hire date in the previous general classification for a period of one (1) year, notwithstanding that
38 the employee has acquired a new hire date and a new classification.

39
40 **Section 10.7.**

41 Employees who are requested by their supervisor to work in a higher compensation position title within
42 the same general job classification shall be compensated at the Step in the higher classification that gives
43 the employee an increase, if applicable.

44
45 **Section 10.8.**

46 For all vacancies or new positions, a notice listing hours, job descriptions, and work location shall be
47 posted in every school and work location for a period of not less than five (5) working days. A copy of
48 the job posting shall be sent to the Association President. Any interested employee shall have five (5)

working days to submit a request for consideration for the position. The Association President shall be provided confirmation that a position has been filled and by whom.

Section 10.8.1.

Alternative posting-instructional paraeducator and clerical vacancies of less than two (2) hours may be posted within the building and assigned to the most senior qualified available applicant provided such a selection is not adverse to students.

Section 10.8.1.1.

Availability shall be reasonably determined by the District. Employees who are offered extra time through this process may decline the extra assignment with the understanding that they may not grieve the assignment of those additional hours to a less senior employee.

Section 10.8.1.2.

Additional time of one (1) hour or less added to a specific program or position shall be first offered to the employee who is already performing that duty, provided that additional time of more than one (1) hour shall be offered to the senior, qualified and available employee within job classification at the building or work site. Employees assigned one-on-one special education students or assigned to special education students with special needs will be exempt from the provision of the Section.

Section 10.8.1.3.

The District retains the right to post any position according to Section 10.8. Any position filled according to Section 10.8.1 will require written notification to the Association within five (5) working days.

Section 10.9. Layoff.

In the event that a reduction in force causes an employee to lose more than one-half (½) hour of time, that employee shall be entitled to bump a less senior employee within a general job classification in which the employee has held status which is substantially equal or less than the current position. No employee may bump into a higher paid position, to gain more time than they previously had, or to enter a position for which they are not qualified. The District shall have the right to require the employee to bump the least senior employee filling a position of appropriate hours which the senior employee is qualified by having the skills and abilities to perform, provided that such decision does not adversely affect the bumping employee financially. The Association shall be provided a contemporaneous copy of the reduction in force notice and notice of re-employment.

Section 10.9.1.

An employee on layoff status shall file their contact information in writing with the Human Resources Office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 10.9.2.

An employee shall forfeit their rights to reemployment as provided in Section 10.9 if the employee does not comply with the requirements of Section 10.9.1, or if they do not respond to the written offer of reemployment within ten (10) calendar days from issuance. Issuance in this Article shall mean the day the written notice is mailed signature return receipt, hand delivered or

1 sent via electronic mail (time stamped) to the employee. Issuance in this Article shall mean the
2 day that the written notice is mailed to the employee or sent via electronic mail to the employee.
3

4 **Section 10.9.3.**

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

9 **Section 10.9.4.**

10 Should the District decide to lay off any employee, the employee shall be notified in writing at
11 least two (2) weeks prior to the layoff. Such notice shall include the reason for the layoff, any
12 bumping option(s) available and any appeal rights. The employee shall have ten (10) calendar
13 days from issuance to notify the District in writing of their intent to accept any employment
14 option(s) offered by the District. Issuance in this Section refers to the definition in Section 10.9.2.
15

16 **Section 10.9.5.**

17 In the event of layoff, employees so affected are to be placed on a reemployment list maintained
18 by the District according to layoff ranking. Such employees are to have preference, provided they
19 have the qualifications and skills, in filling a substantially equal vacant position in the
20 classification held immediately prior to layoff. Names shall remain on the reemployment list for
21 two (2) years. Employees in layoff status electing to fill a position that is not substantially equal
22 shall retain rights to be on the re-employment list.
23

24 **Section 10.10.**

25 When issuing letters of reasonable assurance, such letter(s) shall be issued no later than the last day of the
26 student school year.
27

28
29 **ARTICLE XI**

30
31 **PROBATION/TRIAL SERVICE PERIOD**

32
33 **Section 11.1.**

34 Each new hire shall remain on probationary status for a period of not more than sixty (60) working days
35 following the hire date. During this probationary period, the District may discharge such employee at its
36 discretion.
37

38 **Section 11.1.1.**

39 Employees newly hired to the District who first work as a substitute in the same location and
40 position for which they were then hired, may ask their supervisor to consider applying the days
41 worked towards the fulfillment of the sixty (60) probationary period days. For the purpose of this
42 Section, all paraeducators are considered a single position title.
43

44 **Section 11.2.**

45 No later than two (2) weeks prior to the end of the probationary period, the employee's job performance
46 shall be evaluated using the established job performance evaluation tool. At the end of the probationary
47 period the employee will be placed on regular employee status. During this period Article XIII shall not
48 apply.

1
2 **Section 11.3.**

3 Employees who: (a) promote to a lead designated position within the same general job classification, (b)
4 move between technology and instructional support within classification 2, or (c) move between general
5 job classifications, will serve a sixty (60) working days trial service period. The District shall evaluate
6 the employee's job performance within forty (40) working days. Upon successful completion of the trial
7 service period, the employee shall obtain regular employment status in the new general classification. If
8 the District determines the employee does not meet job performance standards as identified in the job
9 performance tool, the District may revert the employee to his/her previous position or one which is
10 substantially equal. The employee may elect to be placed on the reemployment list if he/she chooses not
11 to revert to the prior/comparable position. Reversion of an employee to their former/substantially equal
12 position is not subject to arbitration pursuant to Article XVIII. The employee may elect to revert
13 themselves to their former position if the position is vacant not later than fifteen (15) working days from
14 the beginning of the trial service period.
15
16
17

18 **ARTICLE XII**

19
20 **TRANSPORTATION SERVICES**
21

22 **Section 12.1.**

23 A driver will be given first opportunity to view a tape of their run. The driver will view the tape while on
24 the clock with Transportation Supervisor's permission. Conferences requiring tape viewing will take
25 place in a private area. During conference viewing, only directly involved parties (i.e., patrons/guardian
26 student, driver, Principal/Assistant Principal, and the Transportation Supervisor) may view the tapes.
27 Video tapes will not be used as evidence for discipline or for evaluation unless the driver has first been
28 notified of the presence of a video tape on their bus.
29

30 **Section 12.2.**

31 Shifts shall be established for Transportation personnel as necessary to fulfill driving task assigned by
32 their supervisor, except that all bus drivers shall receive in addition to their regular driving time fifteen
33 (15) minutes for pre-trip and bus warm up, and fifteen (15) minutes for the purpose of post-trip and clean
34 up.
35

36 **Section 12.3. Definitions.**
37

- 38 • **Routes:** A route is defined as a combination of assigned runs performed by a driver. Routes are
39 awarded by seniority on an annual basis.
40
- 41 • **Mid-Day Route:** A mid-day route takes place after the A.M. route and before the P.M. route and
42 is bid separately from the Route.
43
- 44 • **Run:** A run is the transporting of students to or from a designated location.
45
- 46 • **Extra Runs:** Extra runs are defined as any transportation runs other than regularly assigned runs
47 driven by a regular driver on a seniority basis, or a substitute driver if no regular driver is

available. Employees driving such runs shall be paid the regular rate of pay for the duration of extra runs,

subject to the overtime provisions herein. These runs may include but are not limited to activity runs or shuttles etc.

- **Summer Work:** Summer work shall be defined as all work available during the summer months that is outside the traditional school year. Summer work shall be bid separately from school year work and awarded to employees based on seniority and availability.

Section 12.4. Substitutes.

A substitute bus driver performs on-call work and does not hold a regular position with the District but has completed the required District training courses to be eligible to work as a driver. When a route becomes available, seniority rights do not apply. However, the substitute with the earliest application submission date who has displayed acceptable on-the-job performance will be given consideration as openings occur, without having to go through the new hiring/interview process. If two (2) substitutes have an identical application submission date, the system time stamp will be used to break the tie.

Section 12.5.

When a vacancy occurs on a regular route during the school year, that vacancy shall be posted for bid based on seniority. Drivers with seniority will have first priority. All succeeding open routes shall be open for bid within three (3) workdays and awarded within three (3) workdays. Substitutes will have the opportunity to bid after all senior drivers, routes will be awarded to a substitute, based on Section 12.4.

Section 12.6.

Each morning and each afternoon run shall be rated at a minimum of two (2) hours, provided that if runs are less than two (2) hours, the District may assign other transportation related duties to make up any missed hour's work. If there are thirty (30) minutes or less between regular runs, the base hourly rate shall continue uninterrupted. If there are sixty (60) minutes or less between A.M. secondary and A.M. elementary runs, base hourly rate shall continue uninterrupted. Employees shall be expected to perform transportation related duties during paid lapse time.

Section 12.6.1.

When a run has no students for any unforeseen reason, the driver will not be deducted time. The driver may be assigned other transportation related duties to fill any down time. Drivers may choose to take a deduct for that time.

Section 12.7.

Bus routes shall be posted and bid within two (2) weeks prior to the first day of school. Posting shall include estimated hours, roads traveled, bus assigned and departure time.

Section 12.8.

If, during the school year, the District increases a route by one-half ($\frac{1}{2}$) hour or more for three (3) consecutive weeks, that route may be claimed in writing by a more senior driver. If, during the school year, the District decreases a route by thirty (30) minutes or more for three (3) consecutive weeks, that driver may bump a junior driver with more time.

Section 12.9.

All bumps instituted in Section 12.8 shall be effective no later than the sixth working day after written notice is provided. Employees who are bumped shall be entitled to claim the route vacated by the bumping employee, or to institute a bump subject to the limitations of Section 12.8.

Section 12.10.

Extra trip posting forms shall include all pertinent information available at that time. Bus drivers will have forty-eight (48) hours from the time of posting to sign up for trips.

Section 12.11. Exception.

Trips that are received late will be posted utilizing the Extra Trip Form with the date/time received by the District and the bus drivers shall have an additional twenty-four (24) hours to signup, if time permits.

Section 12.12. Trip Cancellations.

If a trip is cancelled after being assigned and a late post trip becomes available for the same week, the bus driver losing a trip that week would be offered the late post trip in order of cancellations received. Then, if the driver declines the late posted trip, the trip will be offered to the next most senior bus driver who indicates availability to the District.

Section 12.13.

When any extra trip is cancelled and the bus driver is not notified at least one (1) hour prior to the scheduled departure, the driver shall receive two (2) hour's pay at the regular rate or the amount of time lost from not driving their regular route.

Section 12.14.

Extra trips shall be distributed by seniority among those drivers indicating their availability.

Section 12.15.

The District shall retain the right to bypass a driver who would be placed in an overtime status and to assign the trip to the highest ranking driver who can complete the trip on a straight time basis.

Section 12.15.1

Drivers who have signed for an extra trip may not be bypassed to assign to a substitute driver unless the highest ranking driver is in overtime status. This does not apply to late post trips.

Section 12.16.

Drivers shall be entitled to vacate their regular route in favor of an extra trip.

Section 12.17.

Bus drivers may use sick leave for absences owing to medical appointments that can only be scheduled during the driver's scheduled work time. Sick leave will be available for the driver's absence for the a.m. high school/middle school or elementary run, kindergarten route, or p.m. route, or pre-school route.

Section 12.18.

All bus trips other than regular daily scheduled routes and charters shall be known as extra trips and shall be compensated at the regular hourly rate for actual driving time of the extra trip and on duty layover plus one-half (½) hour for the purpose of bus cleanup and warm-up. Drivers shall receive compensation for extra trips within the next available pay cycle. Extra trips will be posted on a transportation extra trip

form on the first workday of the week with the date and time of the extra trip. Each extra trip form shall be kept on file in the Transportation Department for a minimum of one (1) school year from the date of the trip.

Section 12.19.

The District may use bus charter services at any time buses or drivers are not available. In addition, the District may use charter buses for unique trips when approved by the Association and the supervisor of transportation.

Section 12.20. Time Off Forms.

Time Off Request Forms for transportation shall be placed with all other driver paperwork and log sheets.

Section 12.21.

Regular routes vacated due to extended absences expected to be greater than three (3) months, will be re-bid and be assigned to the most senior driver who bid the route.

Section 12.22.

Proxies will be honored in the event an employee is not going to be present at their bidding time due to unforeseen circumstances but has submitted a written anticipated return-to-work date. The employee is responsible for giving a copy of the written consent for a proxy to the Association Steward stating the designees first choice route, second choice route, third choice route, and/or special instructions for the proxy. The consent shall be given to the Association Steward on or before the Friday prior to the August in-service bid date.

Section 12.23. Overnight Trips.

Overnight trips shall be defined as any trip that requires spending the night at an out-of-District location. Bus drivers shall be compensated for actual time worked at the regular rate; provided that the drivers shall be guaranteed eight (8) hours or drive time whichever is greater per day at their regular rate for days the driver is required to stay overnight, and that sleeping* accommodations, admission to school sponsored events, and meal reimbursement are in accordance with District policy.

For overnight trips that begin on a regularly scheduled workday (i.e.: Monday through Friday), the first day shall be compensated for actual time worked, whereas the succeeding days of the trip shall be compensated within the above guarantee of time.

*"Sleeping time" is defined as that block of period of time during the twenty-four (24) hour day when the driver has been released from all driving and standby responsibilities.

Section 12.24.

The District will provide support staff on the bus as identified in Individualized Education Programs (IEP'S).

Section 12.25. Transportation Personal Leave.

Requests for personal leave shall be made to the Transportation Supervisor. Requests will be considered on a first come, first serve basis. One (1) driver shall be granted personal leave on any student day. Personal leave requests will be reviewed in a timely manner and cannot be revoked once approved. Such leave may be taken at the employee's discretion, except during the first two (2) weeks or last week of school. Should the supervisor choose to grant personal leave to more than one (1) driver of a student,

1 based on availability of substitutes and/or extenuating circumstances, only the first driver's leave granted
2 will be subject to non-revocation. The supervisor will communicate with employees to ensure they are
3 informed that their leave may be cancelled at any time if substitute shortage or extenuating circumstances
4 occur.

6 7 **ARTICLE XIII**

8 9 **DISCHARGE OF EMPLOYEES**

10 11 **Section 13.1.**

12 The District may discipline or discharge any employee for justifiable cause.

13 14 **Section 13.2.**

15 The issue of justifiable cause shall be resolved in accordance with the grievance procedure contained
16 herein.

17 18 19 **ARTICLE XIV**

20 21 **INSURANCE**

22 23 **Section 14.1.**

24 The District paid retiree "carve out" will be capped at the level equivalent to the amount negotiated with
25 the Association.

26 27 **Section 14.2.**

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

29 30 **Section 14.3.**

31 Beginning January 1, 2020, employees will receive health and other insurance benefits through the
32 School Employees Benefit Board (SEBB) Program as adopted in the School Employees Health Care
33 Coalition agreement. The District will pass through the fullest extent of benefits provided by the State.
34 This amount shall be contributed toward insurance coverage monthly per eligible employee as defined
35 below.

36
37 Employee Eligibility: All employees, including substitute employees, shall be eligible for full insurance
38 coverage under the SEBB program if they work, or are anticipated to work, six hundred thirty (630) hours
39 or more in a school year. For purposes of benefits provided under SEBB, school year shall mean
40 September 1 through August 31.

41
42 Dependent Eligibility: Legal spouses, state-registered partners, children up to the age of twenty six (26)
43 (biological and adopted children, children of the employee's spouse or state-registered domestic
44 partner, children for which a court order of divorce decree created a legal obligation to provide support or
45 health care coverage) and children of any age with a developmental or physical handicap who are not
46 capable of self-support.

1 Calculation of Hours: All hours worked during the school year as a school District employee shall count
2 for purposes of establishing eligibility. Employees who are hired later in the school year but are
3 anticipated to work six hundred thirty (630) hours or more the following year are eligible for coverage
4 based on the HCA rules for mid-year hires.

5
6 Benefit Enrollment/Start: Benefit coverage for new employees will begin the first day of the month
7 following the first day of work when it is expected that the employee will work six hundred thirty (630)
8 hours, except during the month of September when the employee's benefit coverage will begin in
9 September if the employee is expected to work six hundred thirty (630) hours or more during the school
10 year and that employee begins on or before the first day in September.

11
12 Benefit Termination/End: Any employee terminating employment shall be entitled to receive the District
13 Insurance contribution for the remainder of the calendar month in which the contribution is effective. In
14 cases where septation occurs after completion of the employee's full contract obligation (i.e.: the end of
15 the school/work year), benefit coverage will continue through August 31.

16
17 Any changes to the current SEBB rules/eligibility made by the legislature or SEBB board will be
18 implemented once they become law and will be added to the collective bargaining agreement once the
19 collective bargaining agreement is open for a full bargain.

20 21 **Section 14.4. Paid Family Medical Leave.**

22 The District will grant leave for family and medical conditions pursuant to the guidelines of the
23 Washington Paid Family Medical Leave (PFML). More information can be found at
24 www.paidleave.wa.gov.

25 26 **Section 14.5. Workers' Compensation.**

27 All employees covered by this Agreement shall be covered by Puget Sound Workers' Compensation
28 Trust.

29 30 **Section 14.6.**

31 The District shall pay the current cost of physical examinations required by WAC 392-144-102
32 performed by a doctor licensed to practice medicine in the State of Washington. The District contribution
33 shall only apply to the extent of out of pocket expenses incurred by the employee.

34 35 36 37 **ARTICLE XV**

38 39 **PROFESSIONAL DEVELOPMENT**

40 41 **Section 15.1.**

42 Employees attending training courses required by state regulation or by District policy as a condition of
43 employment shall require pre-approval by the Superintendent or designee and will be paid by the District,
44 at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, or
45 transportation costs. Training directed and offered by the District will be considered pre-approved.

Section 15.2.

Employees attending training courses or seminars requested by the employee and must be pre-approved by the Superintendent or designee and will suffer no loss of regular salary if the course requires them to attend on their regular, school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuitions will be paid by the District.

Section 15.3.

Transportation must be cleared with the school District management as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of: (A) Normal and reasonable expenses from the District Administration Office to the training location and return, or (B) Normal and reasonable expenses from the employee's principal residence to the training location and return.

Section 15.4.

The District shall reimburse tuition costs up to fifty-five dollars (\$55) for any employee voluntarily attending an approved first aid course.

Section 15.5.

There is established a joint District and Association Professional Development Committee to oversee professional development opportunities including oversight of the local Association Apprenticeship Program. The Committee will have a total of six (6) participants with equal representation from both parties.

Section 15.5.1.

The District and Association will negotiate an additional pay rate for employees who submit a Certificate of Completion of a District approved PSE Apprenticeship Program. Such rate of pay will apply to all employees in the position who subsequently submit a Certificate of Completion of Apprenticeship Program, i.e., first completed rate sets the rate for those in the same position that follow with a Certificate of Completion of Apprenticeship Program.

Section 15.5.2.

Each year of this agreement, the District will reimburse employees for tuition costs of course work approved by the Professional Development Committee. No employee will be reimbursed greater than five hundred dollars (\$500) each year of this agreement. The District will provide up to ten thousand dollars (\$10,000) each year of this agreement for said tuition reimbursement. Except that, the Training Committee shall have the authority to disperse unexpended vocational training dollars as of May 1 for reimbursement, in addition to an individual's reimbursed allocation of five hundred dollars (\$500). All claims for such additional reimbursement shall be submitted no later than August 15.

Section 15.5.2.1.

Each year employees may earn a professional development stipend of five hundred dollars (\$500) for the successful completion of one hundred and fifty (150) clock hours or fifteen (15) credit hours of occupationally related professional development from an accredited program as approved by the District. Professional development hours under this subsection cannot be credited toward the completion of an apprenticeship program on Schedule A.

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One (1) extra day of work will be offered for all less than full time employees. The day of work will be District scheduled and directed.

ARTICLE XVI

PARAEDUCATORS

Section 16.1.

Paraeducators are defined as classified school employees who work under the supervision of certificated or licensed staff to support and assist in providing instructional and other services to students and their families. To serve in this role, paraeducators must first meet the minimum requirements.

1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; and
2.
 - (a) Have received a passing grade on the education testing service paraeducator assessment; or
 - (b) Hold an Associate of Arts Degree; or
 - (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher education; or
 - (d) Have completed a registered apprenticeship program.

Section 16.2.

Current employees who do not meet any of the above requirements, and wish to hold a District paraeducator position, may take the Paraeducator Education Testing Service (ETS) test under the guidelines below:

1. Employees must schedule the test with (facility who is testing).
2. Employees planning to take the ETS test must provide two (2) weeks' notice to their supervisor of their upcoming absence.
3. The District may determine the maximum number of employees to be allowed to take the test on the same day.
4. If testing occurs during the employee's workday, the employee will be allowed paid time during the workday to take the required test one (1) time. A substitute will be at the expense of the District, if applicable.
5. The cost of the test will be at the expense of the employer, one (1) time.
6. The District and the Association will jointly identify one (1) or more test proctor(s). The proctor can change the testing procedure, including dates and times, at their discretion. The parties agree to follow whatever procedure is communicated.
7. The District will provide computers to help Paraeducators prepare for the ETS test.



ARTICLE XVII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 17.1. New Hire Orientation.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about the Association to the new employee. "Reasonable access" for the purposes of this Section means the access to the new employee occurs within thirty (30) days of the employee's start date within the bargaining unit; the access is for no less than one (1) thirty (30) minute meeting; and the access occurs during the new employee's regular workhours at the employee's regular worksite, or at a location mutually agreed to by the District and the Association. The presentation may occur during a regularly scheduled employee New Employee Orientation (NEO), or at another time mutually agreed to by the District and the Association. District representatives shall not be present during the Association's presentation. The Association shall have the right to distribute materials, such as the Association new hire packets, at the New Employee Orientation.

Section 17.2. New Hire Notification.

Annually by September 30, the District shall provide the Association with "real time" electronic access to a complete bargaining unit membership list, including new hires, for the given school year. The list will include employee name, classification, job title, work location, person contact number, personal address, District email address, hourly rate of pay, step, hours worked per day, workdays per year and hire date.

Section 17.3.

Employer recognition of electronic signatures/custodian of records. Pending passage of SB 5632.

Section 17.4. Association Regular Dues Check Off.

The employer shall deduct Association dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. Transmission will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received by the first Monday following payroll. Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every month and include membership status changes.

Section 17.5. Authorization and Revocation.

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington/SEIU Local 1948. If the employer receives a request for authorization of deductions, the employer shall, as soon as practicable, forward the request to the Association.

Upon receiving notice of the employee's authorization from Public School Employees of Washington/SEIU Local 1948 the employer shall deduct from the employee's salary, membership dues and remit the amounts to the Association, by the first Monday following payroll.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington/SEIU Local 1948 in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to

1 the Association. After the employer receives confirmation from the exclusive bargaining representative
2 that the employee has revoked authorization for deductions, the employer shall end the deduction
3 effective on the first payroll after receipt of the confirmation. The employer shall rely on information
4 provided by the exclusive bargaining representative regarding the authorization and revocation of
5 deductions.

6 **Section 17.6**

7 Associations agrees to defend and hold the District harmless against any legal action against the District
8 in reference to valid membership.
9
10
11

12 **ARTICLE XVIII**

13 **GRIEVANCE PROCEDURE**

14
15
16

17 **Section 18.1. Definitions.**

18

19 **Grievance** – A grievance is a formal process of appeal of an alleged misinterpretation or misapplication
20 of the Collective Bargaining Agreement.

21
22 **Grievant** – Shall mean an individual or a group of individuals that is personally and adversely affected.
23 Either employees or the Association may file a grievance when there has been a violation of the
24 Agreement.
25

26 **Section 18.2. Procedure For Processing Grievances.**

27 **Step A.** A written statement of grievance shall be presented on the Association's Grievance Form to the
28 immediate supervisor within ten (10) working days after the occurrence of the grievance. The immediate
29 supervisor shall respond in writing to the grievance, including the reasons and evidence upon which the
30 decision was based, within ten (10) working days of receipt of the grievance. The response will be sent
31 to the grievant with a copy to the Chapter President.
32

33 **Step B.** If no resolution is reached, then within five (5) working days of receipt of the decision rendered
34 in Step A, the grievance may be submitted to the Human Resources Director who will assign the
35 grievance to the appropriate administrator for response. The District representative will inform the
36 grievant within ten (10) working days when a grievance meeting with the grievant(s) shall be held. The
37 District representative shall provide a written decision incorporating the reasons upon which the decision
38 was based to the grievant and Chapter President within ten (10) working days from the conclusion of the
39 meeting.
40

41 **Step C.** If no resolution is reached at Step B, then within five (5) working days of receipt of the decision
42 rendered at Step B, the grievance may be submitted to the Superintendent for a written response. The
43 Superintendent may meet with the grievant or review grievance documents. Within twenty (20) calendar
44 days from the date the grievance was submitted to Step C, the Superintendent shall issue a written
45 decision.
46

47 **Step D.** In the event the two (2) parties cannot arrive at a satisfactory resolution to the grievance at Step
48 C, the parties may mutually agree to submit the grievance to mediation. Either party must notify the

1 other, in writing, within five (5) working days following the receipt of the Superintendent's disposition of
2 their desire for mediation. The respondent shall respond, whether or not, they agree to mediation no later
3 than five (5) working days prior to the Union's deadline for submission to arbitration or within five (5)
4 working days of receipt of the written notification, whichever is greater.

5
6 If the parties agree to mediation, then within five (5) working days of the agreement the parties shall
7 jointly submit a request for mediation. Both parties must agree as to where to submit the mediation
8 request, but it could include the Pierce County Dispute Resolution Center. In addition, both parties shall
9 share any cost of mediation. Timelines contained in Section E (below) for submission of the grievance to
10 arbitration shall be held in abeyance until termination of the mediation process. If no resolution is
11 reached through mediation, the Association may proceed with the request for binding arbitration.

12
13 **Step E.** If no satisfactory settlement is reached at Step C, the Association, within ten (10) working days
14 of the receipt of the Step C decision, shall notify the District of the intent to file the grievance for final
15 and binding arbitration.

16
17 The Association shall request a list of Arbitrators from the American Arbitration Association. Selection
18 of an arbitrator shall be agreeable to both parties or another list shall be requested by the District. Any
19 grievance arising out of or relating to the interpretation or application of the terms and/or provisions of
20 this Agreement may be submitted to arbitration unless excluded by this contract. Any grievance not
21 advanced by the grievant from one step to the next within the time limits of that step shall be deemed
22 resolved by the Employer's answer at the previous step.

23
24 **Section 18.3. Jurisdiction of the Arbitrator.**

25 The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this
26 Agreement. The arbitrator shall be without power or authority to make any decision which requires the
27 commission of an act prohibited by law.

28
29 The arbitrator will issue the decision within twenty (20) days from the date the final simultaneous
30 exchange of written briefs has been submitted, twenty (20) days after the completion of the hearing. The
31 arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions
32 on the issues submitted to them. The decision of the arbitrator shall be final and binding upon the
33 Employer, the Association and the grievant(s).

34
35 **Section 18.4. Association Grievances.**

36 Association grievances are to be lodged at Section 18.2, Step B.

37
38 **Section 18.5. Costs.**

39 The fees and expenses of the arbitrator shall be borne equally by the parties. The cost of any cancellation
40 of a scheduled arbitration session shall be borne by the party responsible for the cancellation. The
41 election of the employee to use this procedure shall bar an appeal to any other forum for resolution.

ARTICLE XIX

SALARIES

Section 19.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck. Employees in the bargaining unit are paid on an annualized basis (twelve (12) paychecks).

Section 19.2.

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

For the successful completion of the Health Technician Apprenticeship Program, one dollar (\$1.00) per hour shall be added to the base hourly rate of the Health Technician job classification on Schedule A.

Section 19.2.1.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible and in any case not later than the second regular payday.

Section 19.2.1.1. Advancement on Salary Schedule – Schedule A.

Employees will gain one (1) year of salary experience for each contract year worked. Step advancement for eligible employees will be effective September 1 of each year. Eligibility will include the employee's first year of employment provided that the employee's start date occurred on or between September 1 and January 31 of the initial school year in the position.

Section 19.2.1.2. Placement on Schedule A Upon Changing Job Classifications.

Employees changing job classifications shall retain their Schedule A step or be moved to a step on Schedule A that provides an increase, if applicable.

Section 19.2.1.3. Transferable Experience Credit – Placement on Schedule A.

Experience credit for regular employees from another school District or an employee returning from the Orting School District shall be credited in accordance with RCW 28A.400.300.

Section 19.3.

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 the current Internal Revenue Service rate per mile in effect at the time of travel, per Board Policy/Procedure 6213P.

Section 19.4.

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

Section 19.5.

Employees traveling outside of District for eight (8) hours or more shall receive meal reimbursement consistent with District standards. Such standards include the requirement that travel is "overnight" on

District business and is pre-approved by the District. Reimbursement will be at District determined rates and consistent with District reimbursement procedures.

Section 19.6.

Underpayments - In the event of payroll errors which have resulted in underpayments(s) to employees, the District shall make timely correction(s).

Overpayments – Following written notification to the employee, errors resulting in overpayment(s) shall be corrected in the next payroll cycle pursuant to RCW 49.48.200/210. The District and the employee will meet to discuss repayment options.

Section 19.7.

Each mechanic providing his/her own hand tools may be reimbursed up to seven hundred fifty dollars (\$750) per year for tools needed in the performance of mechanic job duties. Tool reimbursement requires appropriate receipts.

Section 19.8.

1. The District will reimburse bus drivers for the cost difference between their regular driver's license and a CDL, if they acquire or renew a CDL while employed by the District.
2. The District will reimburse food service personnel for the cost of their required food handlers' permit.

Section 19.9. Longevity Stipend

Longevity stipends for years of service in the Orting School District, as regular district employment, are to be paid in the August pay warrant (Beginning 2022-2023 school year):

16-20 years = \$250 Annually
21-25 years = \$500 Annually
26-29 years = \$750 Annually
30 + years = \$1,000 Annually

ARTICLE XX

RECLASSIFICATION

Section 20.1. New Positions.

New job classifications recommended to be covered by this Agreement will be brought forward by the District to the Association for discussion prior to finalization of changes being implemented so joint action by the parties can address wage placement on Schedule A and collaboratively review the job description for input.

Section 20.2. Classification Review Board.

The procedures in this section will be followed for the reclassification of positions when substantive changes in duties and responsibilities occur in existing positions. The District reserves the right to limit the number of requests for review in a single work year based on the workload of Human Resources, with the Classification Review Board.

1
2 **Section 20.3. Composition.**

3 The Classification Review Board shall consist of four (4) members: two (2) Association members and
4 two (2) administrative members. Each party will be responsible for selecting its own members.
5

6 **Section 20.4. Request for Reclassification.**

7 Employees and their supervisors and/or the District may file a request (or reclassification) with the
8 Classified Review Board by October 31 or March 31 of any work year. The Classified Review Board
9 shall convene and consider the request within thirty (30) working days after the filing dates listed above.
10 The Classified Review Board shall issue a decision regarding the request to the Association President and
11 employee's supervisor within twenty (20) working days following the meeting of the actual hearing date.
12 Decisions of the Classified Review Board are not subject to appeal or the grievance process.
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17 **Section 20.5. Process for Reclassification.**

18 Employees need supervisor support and are encouraged to provide as much additional information as they
19 feel necessary and appropriate for clarification and explanation of their rationale for reclassification. This
20 information should include, at least, a proposed updated job description as a basis for the request. All
21 Classified Review Board members shall be trained in performing a job analysis by Human Resources
22 prior to hearing reclassification requests. Decisions will be made by consensus of Classified Review
23 Board members. The Classified Review Board will decide whether a reclassification, if any, will affect a
24 single employee, several employees, or all employees within a job description.
25

26 The Reclassification Review Board will utilize a fair and objective comparison method which evaluates
27 the Position Description Questionnaire (PDQ) input, incumbent interview(s), job level of responsibility,
28 and the essential functions in comparison to other job classifications within the Association when
29 determining where the position will be placed on the salary schedule by classification and job title.
30

31 **Section 20.6. Application of Decision.**

32 Upward reclassification of positions shall be effective on the appropriate filing date. Downward
33 reclassification of positions shall take effect thirty (30) working days after the date of the Classified
34 Review Board's decision.
35
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37

38 **ARTICLE XXI**

39 **SAFETY**

40
41
42 **Section 21.1.**

43 The District will adhere to State and Federal requirements for safe working conditions. Grievance
44 alleging the District's failure to adhere to such State and Federal requirements may not be arbitrated.
45

46 **Section 21.2.**

47 The District shall take reasonable steps consistent with State and Federal laws to protect employees from
48

assaults on the job. There will be no reprisals of any kind by any party or parties to an employee who files a safety claim on or with the District.

Section 21.3.

Safety Patrol Monitors will be offered safety training as appropriate which shall include “flagger training” with refresher courses.

Section 21.4. Staff Notification of Student on Behavior Intervention Plans.

Supervisors will inform employees as soon as possible, after the District receives notification of students with whom they have supervisory contact, who have an established Behavioral Intervention Plan (BIP). This information will be treated as strictly confidential.

Section 21.4.1.

When an injury occurs as a result of an interaction with a student, the District will render assistance to the employee in connection with handling of the incident, facilitating the employee’s filing a report to the appropriate law enforcement agency and/or Puget Sound Workers’ Compensation Trust, where appropriate.

Section 21.4.2.

If the employee experiences a loss of personal property, which is essential in the workplace (e.g.: eyeglasses), the employee may submit a claim to the District to be considered for reimbursement.

Section 21.5.

Right Response Training or similar training shall be provided to all special education paraeducators, special education drivers, lunchroom monitors, and playground monitors. The District will offer, at no cost, Right Response or similar training to current substitute employees. For the purposes of this Section, substitute employees will not receive compensation for time attending said training(s).

Section 21.6.

Employees are required to report workplace hazards to the District Safety Committee.

Section 21.7.

For the period of this Agreement, the District will reimburse maintenance/grounds employees up to one hundred dollars (\$100) for approved raincoats/pants. Each building will have rain jackets/umbrellas available for crossing monitors and playground monitors. In addition to the above, the District shall provide access to custodial and maintenance staff a “safety kit” at each building site.

Section 21.8.

For the period of this Agreement, the District will reimburse mechanics and maintenance and grounds staff up to two hundred dollars (\$200) for approved safety boots. The boots must meet Occupational Safety and Health Administration ANSI standards to be approved. Unspent funds from this section may be used to apply to Section 19.7.

Section 21.9. Food Service and Custodian Uniform/ Shoe Allowance.

For the period of this Agreement, the District will reimburse employees up to seventy-five dollars (\$75) annually for appropriate work shoes. New employees will become eligible for the allowance not later than the last day of the probationary period. Employees shall submit itemized receipts for reimbursement. The District will provide hairnets and aprons to food service workers.

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4 **ARTICLE XXII**

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6 **CHEMICAL USE TESTING**

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8 This Article covers the chemical use testing for transportation employee and is intended to comply with
9 Federal Highway Administration rules on controlled substance use and testing. Non-transportation
10 employees whose job duties involve the supervision and/or safety of students may be subject to chemical
11 use testing based on reasonable suspicion.
12

13 **Section 22.1.**

14 In the implementation of the Omnibus Transportation Employee Testing Act, the District will pay for
15 random, post-accident and reasonable suspicion “primary and split sample” testing or District requested
16 retesting of transportation employees.
17

18 **Section 22.2.**

19 Employees will be paid at their regular rate for any testing. If a transportation employee is required to
20 use their own vehicle to drive to the testing facility, the District will pay the employee mileage
21 reimbursement in accordance with the terms of the Association bargained Agreement.
22

23 **Section 22.3.**

24 The District will consult with the Association if an agency change is being considered for the testing
25 program. The agency must be an approved “certified” laboratory under the guidelines of the Omnibus
26 Transportation Employee Testing Act.
27

28 **Section 22.4.**

29 A transportation employee testing positive for drugs shall be immediately placed on administrative leave
30 pending District authorized testing of the untested “split sample” by procedure essentially provides the
31 employee with an opportunity for a “second opinion.”
32

33 **Section 22.5.**

34 All urine specimens are tested for drugs as specified by the Federal Act and State Regulations. If the
35 laboratory reports a positive result to the physician, the Medical Review Officer (MRO) is to contact the
36 person or by telephone to determine if there is an alternative medical explanation for the drug found in
37 the employee’s urine specimen. All test results will remain confidential and kept in a file separate from
38 the employee’s regular personnel file. The employee will be permitted access to their file upon request.
39

40 **Section 22.6.**

41 Counseling and rehabilitation costs shall be the responsibility of the employee if the District’s medical
42 plan and/or employee assistance plan does not cover the costs.
43

44 **Section 22.7.**

45 Failure to submit to an alcohol or controlled test required post-accident, random reasonable suspicion or
46 follow-up testing requirements is grounds for disciplinary action, up to and including termination.
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ARTICLE XXIII

DURATION OF AGREEMENT

Section 23.1.

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

Section 23.2.

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

Section 23.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Section 23.4.

The parties agree to pass through any salary and insurance improvement funded by the State for each year of the agreement.

ARTICLE XXIV

SEPARABILITY OF PROVISIONS

Section 24.1.

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

Section 24.2.

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

Section 24.3.

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 21.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

ORTING CHAPTER #606

ORTING SCHOOL DISTRICT #344

BY: Jerri L. Silvernail
Jerri Silvernail, Chapter President

BY: Ed Hatzenbeler
Ed Hatzenbeler, Superintendent

DATE: 4/20/2023

DATE: 4/20/2023

BY: C. Thibodeaux
Orting School Board, Chairperson

Printed Name: CARRIE THIBODEAUX

DATE: 4/20/23

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

					Longevity + \$0.50 each year					
					STEP 10	STEP 15	STEP 20	STEP 25	STEP 30	STEP 35
					10th Year	15th Year	20th Year	25th Year	30th Year	35th Year
CLASSIFICATION I	Sub Rate	STEP 1	STEP 2	STEP 3	STEP 4					
SECRETARY/CLERICAL		1st Year	2nd Year	3rd Year	4th Year					
51-01 Secretary: Elem/Secondary	\$21.39	\$24.45	\$24.86	\$27.02	\$27.42	\$27.92	\$28.42	\$28.92	\$29.42	\$29.92
51-02 Assistant Secretary	\$21.39	\$22.52	\$22.88	\$24.98	\$25.37	\$25.87	\$26.37	\$26.87	\$27.37	\$27.87
51-04 High School Registrar	\$21.39	\$22.52	\$22.88	\$24.98	\$25.37	\$25.87	\$26.37	\$26.87	\$27.37	\$27.87
51-03 Facilities Use Coordinator	\$21.39	\$22.88	\$24.47	\$26.01	\$26.41	\$26.91	\$27.41	\$27.91	\$28.41	\$28.91
CLASSIFICATION II										
TECHNICIAN										
52-20 Assessment Coordinator	\$25.65	\$27.00	\$27.39	\$27.81	\$28.22	\$28.72	\$29.22	\$29.72	\$30.22	\$30.72
52-15 Assessment Technician	\$21.98	\$23.14	\$23.53	\$24.50	\$24.83	\$25.33	\$25.83	\$26.33	\$26.83	\$27.33
52-08 Computer Technician I	\$25.32	\$26.65	\$26.98	\$28.44	\$28.73	\$29.23	\$29.73	\$30.23	\$30.73	\$31.23
52-09 Computer Technician II	\$31.32	\$32.97	\$33.39	\$35.21	\$35.67	\$36.17	\$36.67	\$37.17	\$37.67	\$38.17
52-21 LPN/Para Educator	\$27.42	\$28.86	\$29.21	\$30.51	\$30.80	\$31.30	\$31.80	\$32.30	\$32.80	\$33.30
52-19 Health Technician-LPN	\$27.42	\$28.86	\$29.21	\$30.51	\$30.80	\$31.30	\$31.80	\$32.30	\$32.80	\$33.30
52-05 Health Technician - I	\$20.18	\$21.24	\$21.60	\$22.78	\$23.12	\$23.62	\$24.12	\$24.62	\$25.12	\$25.62
52-06 Multi-Media Technician	\$22.96	\$24.17	\$24.60	\$25.95	\$26.32	\$26.82	\$27.32	\$27.82	\$28.32	\$28.82
52-07 Multi-Media Technician Assistant	\$20.18	\$21.24	\$21.60	\$22.78	\$23.12	\$23.62	\$24.12	\$24.62	\$25.12	\$25.62
52-04 Occupational Information Assistant I	\$20.76	\$21.85	\$22.18	\$23.17	\$23.51	\$24.01	\$24.51	\$25.01	\$25.51	\$26.01
52-14 Occupational Information Assistant II	\$25.70	\$27.05	\$27.37	\$28.54	\$28.82	\$29.32	\$29.82	\$30.32	\$30.82	\$31.32
52-01 SLPA	\$24.85	\$26.16	\$26.49	\$27.68	\$28.03	\$28.53	\$29.03	\$29.53	\$30.03	\$30.53
52-02 COTA	\$24.85	\$26.16	\$26.49	\$27.68	\$28.03	\$28.53	\$29.03	\$29.53	\$30.03	\$30.53
52-22 PTA	\$24.85	\$26.16	\$26.49	\$27.68	\$28.03	\$28.53	\$29.03	\$29.53	\$30.03	\$30.53
INSTRUCTIONAL SUPPORT										
52-13 Monitor (Supervision)	\$18.14	\$19.09	\$19.46	\$20.91	\$21.26	\$21.76	\$22.26	\$22.76	\$23.26	\$23.76
52-10 Para Educator - I	\$20.51	\$21.59	\$21.89	\$23.39	\$23.73	\$24.23	\$24.73	\$25.23	\$25.73	\$26.23
52-11 Para Educator - II *	\$20.51	\$23.39	\$23.66	\$25.21	\$25.60	\$26.10	\$26.60	\$27.10	\$27.60	\$28.10
52-12 Para Educator - III **	\$20.51	\$24.28	\$24.59	\$26.18	\$26.51	\$27.01	\$27.51	\$28.01	\$28.51	\$29.01
52-16 High Needs Special Ed Para Educator - I	\$21.48	\$22.61	\$22.87	\$24.43	\$24.76	\$25.26	\$25.76	\$26.26	\$26.76	\$27.26
52-17 High Needs Para Educator - II *	\$21.48	\$24.39	\$24.67	\$26.27	\$26.65	\$27.15	\$27.65	\$28.15	\$28.65	\$29.15
52-18 High Needs Para Educator - III **	\$21.48	\$25.28	\$25.58	\$27.24	\$27.55	\$28.05	\$28.55	\$29.05	\$29.55	\$30.05
52-23 Brailist	\$21.48	\$25.05	\$26.04	\$27.73	\$28.05	\$28.55	\$29.05	\$29.55	\$30.05	\$30.55
CLASSIFICATION III										
CUSTODIAL/MAINTENANCE										
53-09 Lead Maintenance Technician	\$30.60	\$32.21	\$32.47	\$34.51	\$34.82	\$35.32	\$35.82	\$36.32	\$36.82	\$37.32
53-02 Boiler & Maintenance Tech	\$27.20	\$28.63	\$28.99	\$30.80	\$31.15	\$31.65	\$32.15	\$32.65	\$33.15	\$33.65
53-03 General Maintenance	\$24.74	\$26.04	\$26.35	\$28.12	\$28.46	\$28.96	\$29.46	\$29.96	\$30.46	\$30.96
53-04 Groundsman	\$23.31	\$24.54	\$24.88	\$26.51	\$26.84	\$27.34	\$27.84	\$28.34	\$28.84	\$29.34
53-08 Stadium/Grounds Custodian	\$22.58	\$23.77	\$24.09	\$25.60	\$25.88	\$26.38	\$26.88	\$27.38	\$27.88	\$28.38
53-05 Lead Custodian	\$23.35	\$24.58	\$24.93	\$26.59	\$26.94	\$27.44	\$27.94	\$28.44	\$28.94	\$29.44
53-06 Building Custodian	\$21.83	\$22.98	\$23.28	\$24.82	\$25.21	\$25.71	\$26.21	\$26.71	\$27.21	\$27.71
CLASSIFICATION IV										
FOOD SERVICE										
54-01 Head Cook	\$21.29	\$22.41	\$22.75	\$24.49	\$24.84	\$25.34	\$25.84	\$26.34	\$26.84	\$27.34
54-02 Lead Food Service Worker	\$20.11	\$21.17	\$21.51	\$23.20	\$23.53	\$24.03	\$24.53	\$25.03	\$25.53	\$26.03
54-03 Food Service Worker	\$18.61	\$19.59	\$19.99	\$21.58	\$21.89	\$22.39	\$22.89	\$23.39	\$23.89	\$24.39
CLASSIFICATION V										
TRANSPORTATION										
55-01 Acting Asst/Operational Supv	\$29.16	\$30.69	\$31.02	\$32.30	\$32.59	\$33.09	\$33.59	\$34.09	\$34.59	\$35.09
55-02 Bus Driver	\$24.18	\$25.45	\$25.75	\$27.13	\$27.43	\$27.93	\$28.43	\$28.93	\$29.43	\$29.93
55-03 Driver Trainer Helper	\$25.76	\$27.12	\$27.43	\$28.90	\$29.20	\$29.70	\$30.20	\$30.70	\$31.20	\$31.70
MOTOR POOL										
55-04 Bus Mechanic I	\$27.26	\$28.69	\$28.99	\$30.25	\$30.56	\$31.06	\$31.56	\$32.06	\$32.56	\$33.06
55-05 Bus Mechanic II	\$31.07	\$32.71	\$33.00	\$34.40	\$34.70	\$35.20	\$35.70	\$36.20	\$36.70	\$37.20

2022-2023: The above Step 1 - 4 values represent a 5.5% increase from the 2021-22 Salary Schedule A with some positions receiving a higher percentage

2022-2023: Change from the 2021-2022 Salary Schedule - Step 5 became Step 3, Step 7 became Step 4

2022-2023: Change from the 2021-2022 Salary Schedule - Step 10 - 20 are now an additional \$0.50 from Step 4 and Steps 25, 30 & 35 are added

Schedule A Notes on next page

Schedule A Notes:

***Employees employed in positions recognized as “HIGH NEEDS” paraeducators who are assigned directly to students who require life support needs whose Individual Education Plan identify an exceptional behavioral disability shall be compensated as stated above and as reflected in the attached Schedule A for the duration of the assignment, provided, the premium will cease when the need for the following services no longer exists:

Paraeducators may be required to provide one or more related services such as riding the bus, catheterization, tube feeding, suctioning, assisting students with changing and toileting, administration of medication, lifting and transferring of students, diabetic healthcare management, parent-designated care of student with epilepsy, and physical restraint and isolation. Anyone who provides one or more of the related services duties identified above would be considered by the District for inclusion within the educational support designation. In collaboration with District administration, the Human Resources Department will make the final determination. In each instance, training and guidelines will be provided annually and as needed to perform these duties.

Special considerations are made for the following services:

- Catheterization: With the exception of licensed nurses, employees who have not previously agreed in writing to perform clean, intermittent bladder catheterization as a specific part of their job description may file a written letter of refusal to perform catheterization.
- Epilepsy and Diabetes Care: School District employees may volunteer to be a parent-designated adult; but will not be required to participate. Parent-designated adults who are school employees will maintain a voluntary, written, current and unexpired letter of intent on file stating their willingness to be a parent-designated adult.

(1) For the successful completion of the Health Technician Apprenticeship Program one dollar (\$1.00) per hour shall be added to base hourly rate of the health technician job classification on Schedule A.

*Requires satisfactory completion of Instructional Assistant apprenticeship program.

**Requires satisfactory completion of Educational Para-Professional apprenticeship program, accredited AA degree or seventy-two (72) quarter hours for the preparation of Title I Paraeducator.

Brailist: A Washington Certificate of Braille Competency is required.

In conducting the parity study, the parties found a predominant number of comparative school Districts blended the student supervision function with the para educator function. With that finding, the parties have an interest in minimizing the number of stand-alone Monitor /IA assignments and maximizing the number of hours assigned to Paraeducator positions. As Monitor /IA positions become vacant, the District will evaluate the feasibility of assigning such hours to Para Educator positions. If feasible, the parties will consider reassigning these Monitor /IA hours a priority in building work schedules. When Monitor/IA hours are added to the hours of a Para Educator position, these Monitor /IA hours shall be compensated at the applicable Paraeducator hourly rate, provided a majority of the total time worked, i.e., (Paraeducator + Monitor/IA) is worked within the Paraeducator job classification. The adjunct Monitor /IA hours shall be offered through the provisions in Section 10.7.1. When a majority of the time worked within the Monitor /IA job classification, then the employee shall receive compensation for the hours worked as a Monitor /IA and compensation for time worked as a Paraeducator.

APPENDIX B

FAMILY LEAVE LAWS TABLE

Washington Leave Law	Paid or Unpaid Leave	Family Members Covered	Leave Allowed	Employer- Employee Criteria
Paid Sick Leave RCW 49.46 WAC 296-128	Paid sick leave only applies when employees have accrued, unused leave for use	Child, a parent, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling	Employees must be allowed to accrue at least one hour of paid sick leave for every 40 hours worked. Employees may use their accrued, unused paid sick leave to care for an employee's self; to care for an employee's "family member"; when the employee's place of business, or the employee's child's school or place of care has been closed by order of a public official for any health-related reason; absences that qualify for leave under the Domestic Violence Leave Act; and additional purposes allowed by the employer	Applies to Washington businesses that meet the definition of "employer" under the MWA, regardless of employer size; Applies to Washington workers unless they do not meet the definition of "employee" under the MWA
Family Care Act RCW 49.12.265 WAC 296-130	Paid Leave	Child, spouse, registered domestic partner, parent, parent-in-law, grandparent	Use of paid leave for care of a sick family member	No size requirement; Employee must have a paid leave benefit
Leave for Victims of Domestic Violence, Sexual Assault, and Stalking RCW 49.76 WAC 296-135	Unpaid unless employee wishes to substitute paid leave	Child, spouse, parent, parent-in-law, grandparent, or person the employee is dating	Reasonable leave for domestic violence, sexual assault or stalking - for legal, or law enforcement assistance, medical treatment, counseling, victim advocate, safety, or relocation	All employers and employees; No eligibility requirements
Leave for Spouses of Military Personnel RCW 49.77	Employee may choose to substitute paid leave	Spouses of all military personnel	15 days leave per deployment prior to deployment or when spouse on leave from deployment	All employers; Employees who work ≥ 20 hours a week on average
Leave for Certain Volunteer Emergency Services Personnel RCW 49.12.460	Unpaid	Employee	Leave related to an alarm of fire or an emergency call for volunteer firefighters and reserve officers; Leave related to emergency service operation for civil air patrol members	Employers who had ≥ 20 full time equivalent employees in the previous year

LETTER OF AGREEMENT – SUMMER WORK SCHEDULE

between
Orting School District
 and
Public School Employees of Washington/SEIU 1948
of the Orting Chapter of Public School Employees

The purpose of this Letter of Agreement is to commemorate, in writing, an understanding between the Orting School District (District) and the Orting Chapter of Public School Employees (PSE) regarding employee options within the summer work schedule.

Purpose

Whereas, the District and PSE have a commitment to valuing employees;

Whereas, the District has a summer operational opportunity for employees to voluntarily opt into a 4/10 work schedule with supervisor preapproval;

Whereas, the parties agree that offering a normal 5/8 work schedule as stated in OSD/PSE CBA Article VI, Section 6.1, along with a 4/10 work schedule option during the summer, will best meet employee satisfaction and employer operational need;

Whereas, the District now recommends both options be made available to employees during summer break non-school work days; and

Whereas, the parties have agreed to make both options available to PSE when the alternate work schedule meets operational need and is supported and approved by a direct supervisor.

Agreement

Therefore, the parties to this Letter of Agreement (LOA) agree to the following:

1. The following language exists and will remain in Article VI, Section 6.1: *The normal work schedule shall consist of five (5) consecutive workdays, provided, however, the District and the employee may agree to a modification of the normal work schedule. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. Each normal full-time shift shall consist of eight (8) hours of work per day. Each full-time shift shall be granted a lunch period of not less than thirty (30) minutes.*
2. The parties agree to offer an alternative 4/10 schedule to employees during non-school work days occurring over summer break. This is a voluntary option for employees, which does require supervisor preapproval.
3. This LOA constitutes the complete understanding and commitments of the parties. There are no oral or other agreements that modify this LOA and this Agreement will not be considered precedent setting.
5. This LOA is effective on the 16 of May, 2022.

Public School Employees

Jerri L. Silvernail
 Jerri Silvernail, President

Orting School District

William (Ed) Hatzenbeler
 William (Ed) Hatzenbeler, Superintendent

Debi Christensen
 Debi Christensen
 Executive Director for Human Resources

LETTER OF AGREEMENT – MAINTENANCE WORK ORDER PROCESS

**Between Orting School District
and
Orting Chapter – PSE of WA/SEIU Local 1948**

The purpose of this Letter of Agreement is to memorialize an agreement between the Orting School District ("District"), the Public School Employees of Orting ("Union") that the work order process will be documented and regular training will be conducted for employees.

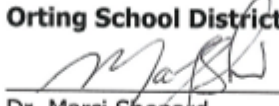
RECITAL

The District and Union have a shared interest in ensuring employees understand and follow the Facilities work order process. The parties agree regular training would be beneficial. To further this understanding, the employer recognizes public and workplace safety is essential.

AGREEMENT

1. Whereas, a Facilities work order process exists, it has not been memorialized.
2. The District agrees to memorialize the current process in writing by no later than October 31, 2018, with a draft sent to the Union before finalization.
3. The process will be communicated to Leadership Team and Supervisors for dissemination to their respective staff within one week of the final draft being created.
4. During the remainder of 2018, the District will develop training, with input by maintenance staff, to be implemented during 2019, and annually thereafter.
5. The District agrees to the process of using custodial labor on a voluntary basis, when appropriate. This will support maintenance tasks that are consistent with current job responsibilities, as approved by the Supervisor. Such tasks would be paid at the appropriate general maintenance hourly differential rate.
6. The parties have had the opportunity to review this Agreement with their respective legal counsel or other representatives and execute this Agreement knowingly and voluntarily with full knowledge of its contents.
7. This Letter of Agreement constitutes the complete understanding and commitments of the parties. There are no oral or other agreements that modify this Letter of Agreement.

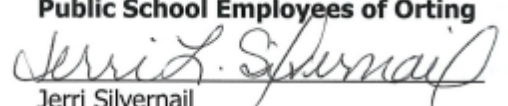
Orting School District



Dr. Marci Shepard
Superintendent

9-25-18
Date

Public School Employees of Orting



Jerri Silvernail
PSE Local President

9-24-18
Date

LEAVE REQUEST FORM



ORTING SCHOOL DISTRICT LEAVE REQUEST FORM

EMPLOYEE NAME	WORK LOCATION	JOB TITLE	DATE
LEAVE REQUEST DATES (Start – End)	Number of Days	Number of Hours	CANCEL PREVIOUS LEAVE REQUEST

If this leave results in exhausting my sick leave balance please use the following leave to extend my pay:
 Personal Leave Hours _____ Vacation Hours _____

LEAVE REQUEST under the provisions of the appropriate bargaining unit as checked below:

- | | | |
|---|---|---|
| <input type="checkbox"/> Personal Leave | <input type="checkbox"/> Maternity Leave | <input type="checkbox"/> Association Leave |
| <input type="checkbox"/> Emergency Leave
(deducted from Sick Leave) | <input type="checkbox"/> Bereavement Leave
(state relationship below) | <input type="checkbox"/> Jury Duty Leave (submit Jury
Summons when completed) |
| <input type="checkbox"/> Medical, Disability or
Family Medical Leave
(if checked, we will send FMLA
information and application forms) | <input type="checkbox"/> Paid Family Medical Leave
(without pay/administered through
Employment Security) | <input type="checkbox"/> Military Leave |
| <input type="checkbox"/> Other (state reason) _____ | | <input type="checkbox"/> Leave Without Pay (Note Reason)
(requires Board Approval) |

If additional information is required, please use space below.

Employee Signature	Date	Immediate Supervisor Signature	Date
For Human Resource Use: <input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED <i>This leave is not in compliance with the leave provisions of the collective bargaining agreement. Employee may be subject to discipline should he/she choose to take the day(s) off from work as requested above.</i>			
BOARD ACTION REQUIRED		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Superintendent Signature		BOARD APPROVAL	
Date		Date	

(ORIGINAL: Human Resources; COPIES: Payroll, Employee, Supervisor)

PROPOSE REPRESENTATIVE RELEASE TIME FORM

**Orting School District
PSE Representative Release Time
Monthly Tracking Form**

Article IV, Section 4.7: "The President of the Orting PSE/SEIU Local 1948 chapter and designated representatives shall be provided release time without loss of compensation, to attend district related meetings not to exceed twenty-five (25) hours per year. Additional hours may be granted by the District."

Employee Name (First Last): _____
 Position Title and Work Location: _____
 Month and Year: _____

[illegible]

Chapter President must sign prior to sending this form to Human Resources

PSE Chapter President's:	_____	Date:	_____
	Signature		
District Budget Authorization:	_____	Date:	_____
	Signature		
Received in HR Department by:	_____	Date:	_____
	Signature		

Schedule A
Orting School District
September 1, 2024- August 31, 2025

							Longevity + \$.50 Cents Each Step					
		Sub Rate	STEP 1	STEP 2	STEP 3	STEP 4	STEP 10	STEP 15	STEP 20	STEP 25	STEP 30	STEP 35
	CLASSIFICATION I SECRETARY/CLERICAL		1st Year	2nd Year	3rd Year	4th Year	10th Year	15th Year	20th Year	25th Year	30th Year	35th Year
51-05	Facilities/Athletics Coordinator	\$23.52	\$26.88	\$27.33	\$29.70	\$30.14	\$30.64	\$31.14	\$31.64	\$32.14	\$32.64	\$33.14
51-01	Secretary: Elem/Secondary											
51-02	Assistant Secretary	\$23.52	\$24.76	\$25.15	\$27.46	\$27.89	\$28.39	\$28.89	\$29.39	\$29.89	\$30.39	\$30.89
51-04	Attendance/Discipline Secretary											
51-06	High School Registrar											
	CLASSIFICATION II TECHNICIAN											
52-20	Assessment Coordinator	\$27.66	\$29.12	\$29.54	\$29.99	\$30.44	\$30.94	\$31.44	\$31.94	\$32.44	\$32.94	\$33.44
52-15	Assessment Technician	\$23.71	\$24.96	\$25.38	\$26.42	\$26.78	\$27.28	\$27.78	\$28.28	\$28.78	\$29.28	\$29.78
52-08	Computer Technician I	\$29.41	\$30.96	\$31.35	\$33.04	\$33.38	\$33.88	\$34.38	\$34.88	\$35.38	\$35.88	\$36.38
52-09	Computer Technician II	\$35.42	\$37.28	\$37.75	\$39.81	\$40.32	\$40.82	\$41.32	\$41.82	\$42.32	\$42.82	\$43.32
52-21	LPN/Para Educator	\$29.56	\$31.12	\$31.50	\$32.90	\$33.22	\$33.72	\$34.22	\$34.72	\$35.22	\$35.72	\$36.22
52-19	Health Technician-LPN	\$30.13	\$31.72	\$32.11	\$33.55	\$33.86	\$34.36	\$34.86	\$35.36	\$35.86	\$36.36	\$36.86
52-05	Health Technician	\$21.76	\$22.91	\$23.29	\$24.57	\$24.93	\$25.43	\$25.93	\$26.43	\$26.93	\$27.43	\$27.93
52-06	Multi-Media Technician	\$24.77	\$26.07	\$26.53	\$27.99	\$28.38	\$28.88	\$29.38	\$29.88	\$30.38	\$30.88	\$31.38
52-07	Multi-Media Technician Assistant	\$21.76	\$22.91	\$23.29	\$24.57	\$24.93	\$25.43	\$25.93	\$26.43	\$26.93	\$27.43	\$27.93
52-04	Occupational Information Assistant I	\$22.38	\$23.56	\$23.92	\$24.99	\$25.35	\$25.85	\$26.35	\$26.85	\$27.35	\$27.85	\$28.35
52-26	Graduation & HSBP Specialist	\$27.71	\$29.17	\$29.51	\$30.78	\$31.08	\$31.58	\$32.08	\$32.58	\$33.08	\$33.58	\$34.08
52-01	SLPA	\$27.32	\$28.76	\$29.12	\$30.43	\$30.81	\$31.31	\$31.81	\$32.31	\$32.81	\$33.31	\$33.81
52-02	COTA											
52-22	PTA											
52-25	Behavior Support Technician	\$26.60	\$28.00	\$28.35	\$29.64	\$30.01	\$30.51	\$31.01	\$31.51	\$32.01	\$32.51	\$33.01
	INSTRUCTIONAL SUPPORT											
52-13	Monitor (Supervision)	\$19.55	\$20.58	\$20.99	\$22.55	\$22.93	\$23.43	\$23.93	\$24.43	\$24.93	\$25.43	\$25.93
52-10	Para Educator - I	\$22.55	\$23.74	\$24.06	\$25.71	\$26.09	\$26.59	\$27.09	\$27.59	\$28.09	\$28.59	\$29.09
52-11	Para Educator - II *	\$22.55	\$25.71	\$26.01	\$27.71	\$28.14	\$28.64	\$29.14	\$29.64	\$30.14	\$30.64	\$31.14
52-12	Para Educator - III **	\$22.55	\$26.69	\$27.03	\$28.78	\$29.15	\$29.65	\$30.15	\$30.65	\$31.15	\$31.65	\$32.15
52-16	High Needs Special Ed Para Educator - I	\$23.62	\$24.86	\$25.14	\$26.86	\$27.22	\$27.72	\$28.22	\$28.72	\$29.22	\$29.72	\$30.22
52-17	High Needs Para Educator - II *	\$23.62	\$26.81	\$27.12	\$28.88	\$29.30	\$29.80	\$30.30	\$30.80	\$31.30	\$31.80	\$32.30
52-18	High Needs Para Educator - III **	\$23.62	\$27.79	\$28.12	\$29.94	\$30.29	\$30.79	\$31.29	\$31.79	\$32.29	\$32.79	\$33.29
52-23	Brailist	\$25.66	\$27.01	\$27.34	\$39.49	\$29.44	\$29.94	\$30.44	\$30.94	\$31.44	\$31.94	\$32.44
	CLASSIFICATION III CUSTODIAL/MAINTENANCE											
53-09	Lead Maintenance Technician	\$33.00	\$34.74	\$35.02	\$37.22	\$37.55	\$38.05	\$38.55	\$39.05	\$39.55	\$40.05	\$40.55
53-02	Boiler & Maintenance Tech	\$29.34	\$30.88	\$31.27	\$33.22	\$33.60	\$34.10	\$34.60	\$35.10	\$35.60	\$36.10	\$36.60
53-03	General Maintenance	\$26.68	\$28.08	\$28.41	\$30.32	\$30.70	\$31.20	\$31.70	\$32.20	\$32.70	\$33.20	\$33.70
53-04	Groundsman	\$25.14	\$26.46	\$26.84	\$28.59	\$28.94	\$29.44	\$29.94	\$30.44	\$30.94	\$31.44	\$31.94
53-08	Custodian/Groundsperson/Courier	\$24.35	\$25.63	\$25.98	\$27.60	\$27.92	\$28.42	\$28.92	\$29.42	\$29.92	\$30.42	\$30.92
53-10	Stadium/Grounds Custodian											
53-05	Lead Custodian	\$25.18	\$26.51	\$26.89	\$28.67	\$29.06	\$29.56	\$30.06	\$30.56	\$31.06	\$31.56	\$32.06
53-06	Building Custodian	\$23.54	\$24.78	\$25.11	\$26.76	\$27.19	\$27.69	\$28.19	\$28.69	\$29.19	\$29.69	\$30.19
	CLASSIFICATION IV FOOD SERVICE											
54-01	Head Cook	\$23.18	\$24.40	\$24.77	\$26.66	\$27.04	\$27.54	\$28.04	\$28.54	\$29.04	\$29.54	\$30.04
54-02	Lead Food Service Worker	\$21.90	\$23.05	\$23.43	\$25.26	\$25.62	\$26.12	\$26.62	\$27.12	\$27.62	\$28.12	\$28.62
54-03	Food Service Worker	\$20.26	\$21.33	\$21.77	\$23.50	\$23.83	\$24.33	\$24.83	\$25.33	\$25.83	\$26.33	\$26.83
	CLASSIFICATION V TRANSPORTATION											
55-01	Acting Asst/Operational Supv	\$31.45	\$33.10	\$33.45	\$34.83	\$35.14	\$35.64	\$36.14	\$36.64	\$37.14	\$37.64	\$38.14
55-02	Bus Driver	\$26.08	\$27.45	\$27.77	\$29.26	\$29.59	\$30.09	\$30.59	\$31.09	\$31.59	\$32.09	\$32.59
55-03	Driver Trainer Helper	\$27.78	\$29.24	\$29.59	\$31.17	\$31.49	\$31.99	\$32.49	\$32.99	\$33.49	\$33.99	\$34.49
	MOTOR POOL											
55-04	Bus Mechanic I	\$29.39	\$30.94	\$31.27	\$32.62	\$32.96	\$33.46	\$33.96	\$34.46	\$34.96	\$35.46	\$35.96
55-05	Bus Mechanic II	\$33.52	\$35.28	\$35.59	\$37.10	\$37.43	\$37.93	\$38.43	\$38.93	\$39.43	\$39.93	\$40.43

2024-25: The above Step 1-4 values represent a 3.7% increase from the 2023-24 Salary Schedule A with some positions receiving an additional 1% increase.
Rev. 8/2/2023