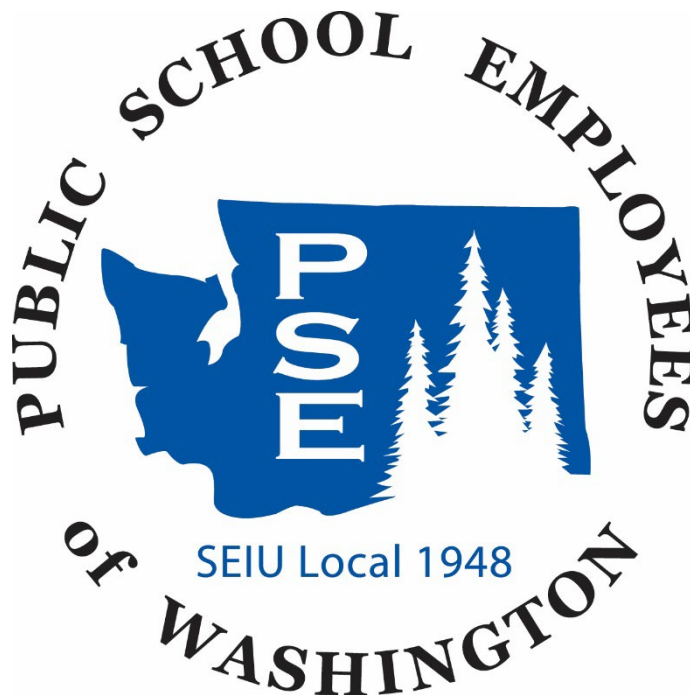


COLLECTIVE BARGAINING AGREEMENT BETWEEN
PENINSULA SCHOOL DISTRICT # 401
AND
PUBLIC SCHOOL EMPLOYEES OF PENINSULA
CLERICAL UNIT # 623

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948
P. O. Box 798
Auburn, Washington 98071-0798
1-866-820-5652
www.pseclassified.org

TABLE OF CONTENTS

<u>SECTION TITLE</u>	<u>SECTION NUMBER</u>	<u>PAGE</u>
Recognition	1.1	1
Rights of District	2.1	1
Rights of Employees	3.1	1
Anti-Discrimination Clause	3.2	2
Personnel File Review	3.3	2
- NO TITLE	3.3.1	2
Rights of Association	4.1	2
Membership Information	4.2	2
Delegation of Rights	4.3	2
Time-off for President	4.4	2
Employee Information	4.5	3
Bulletin Boards	4.6	3
Use of District Buildings/Mailboxes	4.7	3
Notification of Grievances/Disciplinary Action	4.8	3
New Employee Orientation	4.9	3
Conference Committee	5.1	4
Assignment of Shifts (Workweek)	6.1	4
Minimum Position Length	6.2	4
Notice of Assignment	6.3	4
Rest Breaks	6.4	4
Shift Premium	6.5	5
Lunch Breaks	6.6	5
School Closure	6.7	5
Work In A Higher Classification	6.8	5
Overtime	6.9	5
Overtime Compensation	6.10	5
Compensatory Time	6.10.1	5
Hours Worked on 6 th and 7 th Day	6.11	6
Callback	6.12	6
School or District Committees	6.13	6
Holidays	7.1	6
Paid Holidays	7.2	7
Unworked Holidays	7.3	7
Worked Holidays	7.4	7
Holidays During Vacation	7.5	7
- Calculation of Time	7.6	7
- Eligibility	7.7	7
- Eligibility (Holidays and Vacations)	7.8	8
Sick Leave	8.1	8
- Sick Leave Buyback	8.1.1	9
FMLA	8.1.2	9
- NO TITLE	8.1.2.1	9
Bereavement	8.2	10
Judicial Leave	8.3	10
Attendance at Professional Conferences and Meetings	8.4	10
Leave of Absence	8.5	10
Leave of Absence without Pay	8.6	10

TABLE OF CONTENTS (page 2)

Leave Sharing Provisions	8.7	11
Safe Working Conditions	9.1	11
Evaluations	9.2	12
Professional Training and In-Service	9.3	12
Professional Training and In-Service	9.3.1 thru 9.3.7	12
Paraeducator Competencies	9.3.8	13
Seniority	9.4	14
Termination of Seniority	9.4.	14
Probationary Period	9.5	14
New Position Probationary Period	9.5.1.	14
Job Openings	9.6	15
Promotions	9.7	15
Layoff Procedures	9.8.	15
Recall Procedures	9.8.	15
Retention of Seniority	9.9.	17
Seniority Lists	9.10.	18
Lateral Transfers	9.11.	18
Transfers	9.12.	18
Seniority	9.13	18
Involuntary Layoff	9.14	18
Employment Categories	9.15	18
Termination of Employment and Progressive Discipline	9.16	19
Hiring Committee	9.17	19
Insurance	10.1	19
- Pooling	10.1	19
- Group Term Plans	10.2	19
- Insurance Contributions	10.3	19
- Tort Liability	10.4	20
Retirement System Eligibility	10.5	20
Insurance Benefits	10.6	20
Agency Shop	11.1	20
Dues	11.2	20
District Liability	11.3	20
Grievance Procedures	12.1	20
Grievance Steps	12.2	21
- Step I	12.2.1	21
- Step II	12.2.2	21
- Step III	12.2.3	21
Arbitration	12.2.4	21
- Limit On Judgments	12.2.5	21
- Fees	12.2.5	21
District Shall Not Discriminate	12.3	22
Classified Review Board	13.1	22
Appeals Board	13.2	22
Classified Review Board	13.3	22
Decision of CRB	13.4	22
Requesting Reclassification	13.4.1	22
Classification for Newly Created Positions	13.5	23

TABLE OF CONTENTS (page 3)

Reclassification	13.6	23
Transition of Employees on Schedule A	14.1 and 14.2	23
Double-Double Levy Failure	14.3	23
No Strike/No Lock Out Clause	15.1	24
Reduced Work Year	15.2	24
Scope of Agreement	16.1 and 16.2	24
Reopening Agreement	16.3	24
Substitutes	16.4	24
Term of Agreement	17.1	24
Signature Page		25
Schedule A (2023-2024)		26
Schedule A (2024-2025)		27
Job Titles		28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
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AGREEMENT

By and Between

Peninsula School District, hereinafter called the "District" and Public School Employees of Peninsula-Clerical, hereinafter called the "Association."

ARTICLE I

RECOGNITION

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described herein. Included in the bargaining unit are secretarial-clerical, paraprofessional assistant and instructional assistant employees, excluding Executive Assistants, Administrative Secretary for Personnel, and Administrative Secretary/Business/Finance, payroll officer, accountant-bookkeeper and the data processing supervisor. Nothing contained herein shall be construed so as to include in the bargaining unit individuals in Secretarial-Clerical or Instructional Assistant positions with the District who are ineligible for representation.

ARTICLE II

RIGHTS OF THE DISTRICT

Section 2.1.

The management of the District and the direction of the work force is vested exclusively with the District subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the District in accordance with such policies and procedures as it from time to time may determine.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that the employees 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 participation in any lawful activity on behalf of the Association.

1 **Section 3.2. Anti-Discrimination Clause.**

2 Neither the District nor the Association shall unlawfully discriminate against any employee subject to
3 this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a
4 physical handicap with respect to a position, the duties of which may be performed efficiently by an
5 individual without danger to the health or safety of the physically handicapped person or others.
6

7 **Section 3.3. Personnel File Review.**

8 An employee shall have the right, upon reasonable notice, to inspect the contents of his/her personnel
9 file. The inspection shall be in the presence of a District representative. File materials may be
10 reproduced for the employee as promptly as is feasible, upon request. An Association representative
11 may, at the employee's request, be present during the review of said employee's file.
12

13 **Section 3.3.1.**

14 No materials derogatory of the employee's conduct, service, character or personality shall be
15 placed in the personnel file unless the employee has had the opportunity to read and respond to
16 them. The employee shall acknowledge having read such material by affixing his/her signature
17 to the copy to be filed. The employee shall have the right to his/her own version of the incident
18 or statement and have his/her statement attached to the original document(s).
19
20
21

22 **ARTICLE IV**

23 **RIGHTS OF THE ASSOCIATION**

24 **Section 4.1. Rights of the Association.**

25 The Association has the right and responsibility to represent the interests of all employees in the unit; to
26 present its views to the District on matters of concern, either orally or in writing; to consult or to be
27 consulted in accordance with Section 5.1 with respect to the formulation, development, and
28 implementation of industrial relations matters and practices relating to this bargaining unit which are
29 within the authority of the District; and to enter collective negotiations with the object of reaching an
30 agreement applicable to all employees within the unit.
31
32

33 **Section 4.2. Membership Information.**

34 The names of employees subject to this Agreement will be provided on request to the President of the
35 Association. The hiring agent, as part of the general orientation of each new employee within the unit
36 subject to this Agreement, shall provide such employee with a copy of this Agreement to be furnished to the
37 District by the Association. The District will provide the Association with no less than thirty (30)
38 minutes for the Association to be on the agenda of each New Employee Orientation to make a
39 presentation and distribute materials pursuant within thirty (30) days of hire.
40
41

42 **Section 4.3. Delegation of Rights.**

43 The Association reserves and retains the right to delegate any right or duty contained herein to
44 appropriate officials of the Public School Employees of Washington State Organization.
45

46 **Section 4.4. Time Off for President.**

47 The President of the Association and his/her designated representatives will be provided time off without
48 loss of pay to a maximum total of three (3) days per year to attend regional or state meetings when the
Collective Bargaining Agreement (2023-2026)
Peninsula Clerical Chapter #623 and
the Peninsula School District #401



1 purpose of those meetings is in the best interests of the District as determined by the District
2 administration. In the event an employee is elected to the Public School Employees State Board, and the
3 District is so notified in writing prior to the commencement of the school year, such individual shall
4 have up to four (4) days total during the school year. The Association shall reimburse the District for the
5 cost of required substitutes.

6
7 **Section 4.5. Employee Information.**

8 Upon request and at a time mutually agreed upon by the parties, the District shall provide the Public
9 School Employees of Washington with information regarding each employee in the bargaining unit.

10
11 **Section 4.6. Bulletin Boards.**

12 The District shall provide bulletin board space for the use of the Association. The bulletins posted by
13 the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by
14 the Association official responsible for its posting. Unsigned notices or bulletins may not be posted.
15 There shall be no other distribution or posting by employees or the Association of pamphlets,
16 advertising, political matters, notices of any kind, or literature on District property, other than herein
17 provided.

18
19 **Section 4.6.1.**

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

22
23 **Section 4.7. Use of District Buildings/Mailboxes.**

24 The Association and its representatives shall have the right to use employee mailboxes and/or the
25 District courier service to communicate to its members. This shall include freedom from any censorship
26 or screening by the District prior to distribution. The Association shall have the right to use District
27 buildings for meetings and to transact official business on District property at all reasonable times,
28 provided that such activities do not interfere with nor interrupt normal District operations or other
29 scheduled building activities as determined by checking with the appropriate administrator and
30 completing facility use forms. The Association shall hold the District harmless from all liability,
31 damages of any kind, and costs of attorney fees in defending the legality of this Section.

32
33 **Section 4.8. Notification of Grievances/Disciplinary Action.**

34 The Association shall be notified by the District of any grievances or disciplinary actions of any
35 employee in the unit. The Association is entitled to have representatives at hearings conducted by any
36 District official or body arising out of grievance and to make known the Association's views concerning
37 the case.

38
39 **Section 4.9. New Employee Orientation.**

40 The District will provide the Association with reasonable access to new employees of the bargaining unit
41 for the purpose of presenting information about their exclusive bargaining representative to the new
42 employee. The presentation may occur during a new employee orientation provided by the District, or at
43 another time mutually agreed to by the District and the Association. No employee may be mandated to
44 attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this
45 section means: (a) the access to the new employee occurs within ninety (90) days of the employee's start
46 date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access
47 occurs during the new employee's regular work hours at the employee's regular worksite, or at a

1 location mutually agreed to by the District and Association. Bargaining unit employees asked to provide
2 the orientation by the Association must do so outside of their normal work hours.
3

4 5 6 **ARTICLE V**

7 8 **ASSOCIATION REPRESENTATION**

9 10 **Section 5.1. Conference Committee.**

11 The Association will designate a negotiations team who will meet with the Superintendent of the District
12 and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate
13 matters. The District will allow sufficient time during working hours for Association representation to
14 prepare an agenda for meetings scheduled with the Superintendent and will provide suitable space to
15 conduct such meetings. The negotiations team shall use a joint interest-based problem-solving process
16 and obtain training as needed. The negotiations team shall also annually review and develop a
17 professional development plan for bargaining unit members.
18
19
20

21 **ARTICLE VI**

22 **RIGHTS OF WORK AND OVERTIME**

23 24 **Section 6.1. Assignment of Shifts.**

25 Each employee shall be assigned to a definite shift and work week with designated times of beginning
26 and ending which shall not be changed without prior notice to the employee of one (1) calendar week;
27 provided, however, this notice may be waived by the employee. Changes in schedule must be approved
28 by an employee's principal and/or program administrator. The normal work week shall consist of five
29 (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday
30 and Sunday.
31
32

33 **Section 6.2. Minimum Position Length.**

34 The District agrees that there will not be any positions less than three (3) hours except when the District
35 has additional time of less than three (3) hours that has been offered to each available bargaining unit
36 employee within the building and rejected. Positions which due to program need, have been offered at
37 less than three (3) hours, upon vacation of that position, may be reposted and filled at less than three (3)
38 hours.
39

40 The District will not reduce an employee's total hours worked to less than three (3) hours a day unless
41 dictated by the educational needs of the program or unless the position is being eliminated in its entirety.
42 If the District reduces, but not eliminates a position, an employee's total hours to less than three (3)
43 hours per day, the Association president shall be notified.
44

45 **Section 6.3. Notice of Assignment.**

46 All less than two hundred sixty (260) day employees will be provided with written notice of the
47 following school year's tentative assignment (position/hours/location) by June 1.
48

1 **Section 6.4. Rest Breaks.**

2 Any shift of three (3) paid hours or more shall receive one (1) paid fifteen (15) minute rest break. Any
3 shift of six (6) paid hours or more shall receive two (2) paid fifteen (15) minute rest breaks.
4

5 **Section 6.5. Shift Premium.**

6 The first shift is defined as any work shift between the hours of 6:00 a.m. and 6:00 p.m. All hours
7 worked after 6:00 p.m. shall receive twenty-five cents (\$0.25) per hour shift differential.
8

9 **Section 6.6. Lunch Breaks.**

10 Each shift of at least five (5) hours shall include a thirty (30) minute uninterrupted unpaid lunch period.
11 Employees required to work through their regular lunch periods will be given time to eat at a time
12 agreed upon by the employee and his/her supervisor. In the event the District requires an employee to
13 forego his/her lunch period and the employee works his/her entire shift, including the lunch period,
14 he/she shall be compensated for the foregone lunch period at overtime rates.
15

16 **Section 6.7. School Closure.**

17 In the event of unusual school closure due to inclement weather, plant in-operation, or the like, the
18 District will make every effort to notify each employee to refrain from coming to work through
19 established District emergency announcements. Employees reporting to work shall receive a minimum
20 of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be
21 entitled to any such compensation in the event established District announcements have been made.
22 Employees whose work shift is operating during snow or emergency closures, who prefer to stay home,
23 can use vacation days, compensatory time or be allowed to make up the hours lost.
24

25 **Section 6.8. Working a Higher Classification.**

26 After three (3) consecutive working days (or earlier at the request of the principal or supervisor),
27 employees assigned to work a shift regularly filled by a higher classification employee shall receive
28 compensation equal to that normally received by the employee in the higher classification.
29

30 **Section 6.9. Overtime.**

31 In the assignment of overtime, the District agrees to provide the employee with as much advance notice
32 as practicable in the circumstances. Normally, an employee designated to work overtime on days
33 outside his/her work week will be advised of the possibility no later than twenty-four (24) hours prior to
34 the end of his/her last shift before the overtime commences. Employees must receive approval from
35 their administrator to work overtime prior to working the additional hours.
36

37 **Section 6.10. Overtime Compensation.**

38 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-
39 half (1½) times the employee's base pay.
40

41 **Section 6.10.1. Compensatory Time.**

42 Comp time will be defined as time worked beyond an employee’s regular work schedule and
43 which is allowed to be taken as time off at another time.
44

45 Employees who receive approval or are requested to work beyond their regular work schedule
46 per week may request compensatory time in lieu of additional pay. If compensatory time is
47 requested and approved, the following conditions will apply:
48



- A. All hours worked beyond the regular work schedule must receive prior approval from the appropriate supervisor.
- B. If the employee and supervisor mutually agree that compensatory time will be taken in lieu of additional pay, the date(s) such compensatory time will be used must also be mutually scheduled before the additional time is worked.
- C. The agreement to work additional time in exchange for compensatory time and the date on which the compensatory time will be taken will be documented on a District-provided form.
- D. Overtime taken as compensatory time must be taken within the work year the overtime /compensatory time was earned. An employee may not accumulate more than a bank of twenty (20) hours of total compensatory time in lieu of overtime. If the compensatory time cannot be or is not taken within the work year, the employee must be paid at the appropriate rate at the end of the work year. Overtime is defined as those hours worked beyond forty (40) hours in a one (1) week period.
- E. Time accrued under forty (40) hours per week will be compensated on an hour basis (straight time). Time earned beyond forty (40) hours per week will be taken at one and one-half (1½) hours of compensatory time for each hour worked.

Section 6.11. Hours Worked on 6th and 7th Day.

All hours worked on the sixth day shall be compensated at the rate of one and one-half (1½) times the employee's base pay. This shall not include hours spent on in-service training as per Section 9.3.5. Such hours shall be compensated for at regular time in accordance with Section 9.3.5 or 9.3.7 unless an employee exceeds a forty (40) hour workweek. All hours worked on the seventh (7th) day shall be compensated at the rate of two (2) times the employee's base pay.

Section 6.12. Callback.

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

Section 6.13. School or District Committees.

Employees selected for or appointed to school or District committees shall be paid their regular hourly wage. If total work hours exceed forty (40) hours during one (1) week, the overtime rate shall apply.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

All twelve (12) month employees shall receive the following paid holidays:

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



1 Less than twelve (12) month employees shall receive the following paid holidays:

- | | | |
|---|--------------------------------|-------------------------------|
| 2 | 1. Martin Luther King, Jr. Day | 6. Labor Day |
| 3 | 2. Presidents' Day | 7. Veteran's Day |
| 4 | 3. Memorial Day | 8. Thanksgiving Day |
| 5 | 4. Juneteenth | 9. Day after Thanksgiving Day |
| 6 | 5. Independence Day | 10. Christmas Day |
| 7 | (for employees with 210 | |
| 8 | or more workdays) | |

9
10 **Section 7.2. Paid Holidays.**

11 Any holiday proclaimed by the federal or state government, including any of the present holidays that
12 may be granted on the Monday following the holiday, and proclaimed to be a school holiday by the
13 Superintendent of Public Instruction, shall be considered a paid holiday.

14
15 **Section 7.3. Unworked Holidays.**

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

23
24 **Section 7.4. Worked Holidays.**

25 Twelve (12) month employees who are required to work on the above described holidays shall receive
26 the pay due them for the holiday, plus their base rate for all hours worked on such holidays, unless the
27 employee starts to work at 6:00 p.m. or thereafter on that date. Other employees shall be compensated at
28 time and one-half for hours actually worked on the above described holidays.

29
30 **Section 7.5. Holidays During Vacation.**

31 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1)
32 extra day of vacation with pay in lieu of the holiday as such. If one of the above holidays falls on a
33 weekend, the employee shall be given one (1) day's pay at his/her base rate.

34
35 **Section 7.6. Calculation of Time.**

36 The vacation credit to which twelve (12) month employees shall be entitled shall be computed in
37 accordance with Section 14.1., and the following: An employee with one (1) year of service shall earn
38 twelve (12) days paid vacation credit. An employee shall earn one (1) additional day per year after the
39 first year up to a maximum of twenty-five (25) days. For every regular workday from which an
40 employee is absent on vacation, sick leave, bereavement leave or personal leave, the hours of the
41 employee's normal work shift shall be credited as if worked.

42
43 **Section 7.7. Eligibility.**

44 Eligibility for use of vacation credit shall be determined as follows: A twelve (12) month employee
45 becomes eligible to use his/her vacation credit after six months of working in the twelve (12) month
46 position. Time on layoff and time on authorized leave of absence will not be counted as continuous
47 service for the purpose of establishing and retaining anniversary dates. Any vacation days currently due,
48 but unused by the employee's anniversary date each year, may be carried over for one (1) year following
Collective Bargaining Agreement (2023-2026)
Peninsula Clerical Chapter #623 and
the Peninsula School District #401



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

4
5 **Section 7.8. Eligibility (Holidays and Vacations).**

6 For the purpose of determining eligibility for paid holidays and vacations pursuant to this Article, twelve
7 (12) month employees shall be defined as those persons who actually work or are on the job a minimum
8 of two hundred twenty (220) days per year.

9
10
11
12 **ARTICLE VIII**

13
14 **LEAVES**

15
16 **Section 8.1. Sick Leave.**

17 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
18 however, that no employee shall accumulate more than one hundred eighty (180) days total or less than
19 eleven (11) days of sick leave per school year, or at least that portion of eleven (11) days which
20 represents the relationship between days worked and the amount of days normally worked in a full
21 school year.

22
23 Sick leave shall be vested when earned and may be accumulated from year to year. The District shall
24 project the number of annual days of sick leave at the beginning of the school year. Sick leave benefits
25 shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift at the
26 time sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily
27 basis.

28
29 Sick leave with pay will be allowed when an employee is unable to perform his/her duties because of:

- 30
31 A. Personal illness, injury or pregnancy.
32 B. Appointments with medical or dental doctors or other legally recognized practitioners to prevent
33 illness or preserve health of the employee which cannot be scheduled outside work hours; or
34 C. Health conditions of family members as required by RCW 49.12.270 as currently or hereafter
35 amended (e.g.: child, spouse, parent, parent-in-law or grandparent) or the serious health condition
36 of a grandchild.

37
38 As part of the sick leave provisions, each employee shall be granted three (3) personal leave days per
39 year. These days may be taken at the employee's discretion and reasons need not be given. Personal
40 leave days are not accumulated. Personal leave days shall not be used on days immediately preceding or
41 following holidays or vacation periods, nor to extend other leaves, except for religious holidays or
42 extraordinary family related events (e.g., weddings or graduations) where scheduling the event is outside
43 the control of the employee and with approval from Human Resources. These days will be charged to
44 sick leave.

45
46 The District shall provide each employee with a monthly report of his/her accumulated leave and all
47 transactions concerning his/her leave days within that period of time.

1 Upon return to employment with the District, any former employee shall be credited with the balance of
2 unused leave accumulated at the time of termination of his/her employment with the District.

3
4 An employee who has exhausted his/her accumulated sick leave and who is unable to perform the duties
5 because of personal illness, maternity or other disability shall, upon request, be granted additional leave
6 without pay. Application for sick leave without pay and for renewal of sick leave without pay shall be
7 made in writing to the Superintendent, accompanied by a doctor's verification and estimated time of
8 recovery. The District reserves the right to require reasonable proof of illness.

9
10 The returning employee may return to the same position provided the return from paid or
11 uncompensated sick leave is within one (1) scheduled work year. Absences beyond one (1) scheduled
12 work year will be according to the provisions of Section 8.5, Leave of Absence.

13
14 After an absence of four (4) consecutive days, an employee may be asked to provide verification from a
15 health care professional.

- 16
17 • *Beginning September 1, 2025, each employee shall be granted three (3) personal leave days per*
18 *year. Personal leave days are not accumulated and may not be used to extend vacations or*
19 *holiday periods. Employees may carry over no more than 5 personal days. These days will not be*
20 *charged to sick leave.*

21
22 **Section 8.1.1. Sick Leave Buy Back.**

23 Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a
24 ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the
25 employees' option, they may apply for their unused sick leave days in January of the school year
26 following any year in which a minimum of sixty (60) days of sick leave is accrued and each
27 January thereafter, at a rate equal to one (1) day's monetary compensation to the employee for
28 each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be
29 reduced by four (4) days for each day compensated.

30
31 At the time of separation from school district employment due to retirement* or death, an eligible
32 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's
33 current monetary compensation to the employee for each four (4) full days accrued sick leave for
34 illness or injury.

35
36 * *For the purposes of this provision, retirement shall be defined as when an employee is eligible*
37 *to receive benefits under the Public Employment Retirement system.*

38
39 **Section 8.1.2. Family Medical Leave Act (FMLA).**

40 Employees shall be entitled to take family leave consistent with State and Federal regulations and
41 Board Policy 5310.

42
43 **Section 8.1.2.1.**

44 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under
45 the Washington State Family and Medical Leave and Insurance Act. The District shall
46 pay the statutory employer wage premium and the employee shall pay the statutory
47 individual wage premium to fund this leave.

- *Beginning September 1, 2024, employees shall be permitted to supplement their PFML benefits with any earned leave in accordance with PFML guidelines. Employees are not required to use all earned leave prior to using PFML. Human Resources will work with employees to discuss the options available to them under PFML.*

Section 8.2. Bereavement Leave.

- A. Up to five (5) days leave for the death of a spouse, domestic partner, mother, father, son, daughter, step-son, step-daughter, mother-in-law, father-in-law, sister, brother, grandparents, a member of the educator’s household, or any family member as defined in RCW 49.46.210 shall be granted.
- B. Up to one (1) day maximum leave for funerals of other relatives or close friends shall be granted.
- C. Such leaves shall not be accumulated.
- D. If an employee needs more leave than provided in paragraph A or B, the employee shall contact Human Resources who will process the request for approval.

Section 8.3. Judicial Leave.

In the event the employee subject to the Agreement is summoned to serve as a juror, or appear as a witness in court, or is named as codefendant with the School District, he/she shall receive his/her normal day's pay for each day he/she is required in court. In the event that the employee is a party (plaintiff or defendant) in court action, he/she may request a leave of absence which may be granted without pay.

Section 8.4. Professional Conferences and Meetings.

All substitutes, travel and per diem expenses will be paid by the District in instances where the employee is requested by the District to represent the District at professional conferences, meetings, symposiums and seminars. Employees who voluntarily attend such meetings and conferences may be partially reimbursed for attendance at such activities subject to the approval of the Superintendent.

Section 8.5. Leave of Absence.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed the remainder of one (1) year (September-August). Request for such leave is to be made in writing. A leave of absence is to be requested and granted only for a specific period of time and, when granted, will be without compensation. Such leave may be for the purpose of the health care of a family member with a serious health condition or a newborn or education, etc.

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

Upon returning from leave of absence, the employee's seniority shall be adjusted by removing the leave of absence time from total service time unless the leave was due to personal disability or lasted less than ten (10) working days.

Section 8.6. Leave of Absence without Pay.

The employee will retain accrued sick leave and vested vacation rights while on leave of absence



1 without pay. However, vacation credits and sick leave shall not continue to accrue while the employee
2 is on leave of absence without pay.

3
4 **Section 8.7. Leave Share Provisions.**

- 5 A. Employees are granted the right to donate sick leave/annual leave to come to the aid of another
6 employee who has been called to active military service or exhausted his/her sick leave
7 provisions and who is suffering from an extraordinary or severe illness, injury, impairment or
8 physical or mental condition which is life threatening, and which has caused or is likely to cause
9 the employee to take leave without pay or terminate his or her employment.
- 10 B. Employees requesting the use of donated sick leave/annual leave must complete the appropriate
11 form identifying the number of sick leave days needed. A doctor's verification must be provided.
- 12 C. The leave recipient shall be paid his or her regular rate of pay; therefore, one (1) hour of shared
13 leave may cover more or less than one (1) hour of the donor to the recipient.
- 14 D. Sick leave donors must have an accumulated sick leave balance of more than 176 hours and the
15 transfer of sick leave donation will not cause the accumulated leave to go below 176 hours. A
16 minimum balance of ten (10) annual leave days must be maintained.
- 17 E. While an employee is on donated leave, he/she shall be classified as an employee and receive the
18 same treatment in respect to salary, wages, and employee benefits as the employee would
19 normally receive if using accrued annual leave or sick leave.
- 20 F. The District procedures for transfer and accountability of the sick leave/annual leave donations
21 will be followed. The provisions in this Section and in the procedures will follow the regulations
22 established in WAC 392-126.

23
24
25 **ARTICLE IX**

26
27 **WORKING CONDITIONS**

28
29
30 **Section 9.1. Safe Working Conditions.**

31 Employees are encouraged to report safety and health concerns to their immediate supervisor promptly,
32 whether the concern relates to people or facilities. If the employee does not feel supported at this level,
33 the concern should be raised with the building safety committee, the District Safety Committee, or the
34 negotiations team identified in Section 5.1. The District will also follow RCW 28A.320.125, as
35 applicable.

- 36
37 A. The parties acknowledge that it is the obligation of the public schools to educate all students,
38 including students who may be dangerous or violent. Nevertheless, it is reasonable for
39 employees to expect appropriate support for dealing with such students, which may include
40 (depending on the nature of the employee's position and the threat) specialized training,
41 information sharing, protective equipment or student consequences consistent with the student's
42 educational program and legal rights. Employees will be notified of the emergency response
43 procedures for the building(s) in which they work.

44
45 Each building will have a set(s) of walkie-talkies for employee use and communication when
46 working with students outside of the classroom and not within communication range of another
47 staff member.



1 The District recognizes that providing sufficient staffing, guidance, support and training to those
2 employees is a necessary component to ensuring safety in our building settings. In situations
3 where there is an escalation in the dangerous behavior of a student, the student services
4 department will work to identify needed guidance, support and training and/or a modification in
5 assignment of staff to work with that student. This will also include ensuring that paraeducators
6 are provided appropriate information to respond to student behavior (behavior plans, health
7 plans).

8
9 In the event an adult is injured by a student, employees will file an incident report with copies
10 filed with HR. The incident shall also be reported to Student Services.

11
12 Training opportunities related to student behavior will be provided prior to the school year with
13 an opportunity for additional training through the school year. Such training may vary from
14 building to building in order to best support the current needs of staff and students. This may
15 include de-escalation training or other programs proven to be effective in working with students
16 with significant behavior issues. The District will also continue to explore the most effective
17 training to support staff in working with students.

18
19 B. The District will establish and enforce policies and procedures which enable employees to
20 administer medications and medical plans in a safe working environment.

21
22 C. The District shall acknowledge work orders in writing and endeavor to correct problems brought
23 to its attention as soon as practicable under the circumstances.

24 **Section 9.2. Evaluations.**

25 Each employee shall be evaluated annually. This will include a pre-conference by the end of October, a
26 mid-year check-in completed by the end of January and a final evaluation by the end of June. Such an
27 evaluation will be conducted utilizing the District established classified staff template. The evaluation
28 shall be in writing and discussed with the employee prior to its filing in the employee's personnel file.
29 Strengths of employee performance will be stated in specific terms. Deficiencies recorded by the
30 evaluator in the work performance of an employee shall be stated in specific terms and the evaluator
31 shall provide the employee with specific, reasonable, written recommendations for improvement. The
32 employee will sign the evaluation report, but the employee's signature does not, however, necessarily
33 imply that the employee agrees with the contents of the evaluation report. The employee shall be
34 allowed to make written comments on the evaluation report. The employee may request or provide
35 information to be placed in his/her personnel file regarding additional job duties, responsibilities and
36 office equipment used. Further, if the employee feels that the evaluation is biased or not a true
37 representation of the facts, the employee may request a review by the Personnel Director.

38 **Section 9.3. Professional Training and In-Service.**

39 **Section 9.3.1.**

40 The parties recognize that professional training for clerical unit employees is desirable. Each
41 clerical unit employee will be eligible for an allocation of training funds for approved
42 professional training in the amount of four hundred dollars (\$400), up to a total unit allocation of
43 twelve thousand dollars (\$12,000). Professional training shall include, but not be limited to, in-
44 service, workshops, community college and college classes. With prior approval from the
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1 employee's supervisor, funds will be allocated for reimbursement of tuition/course fees, mileage
2 expenses and course materials. Employees are encouraged to work with their supervisor to
3 identify courses related to the employee's current position or opportunities for future career
4 growth. Other program budgets will continue to be used for required training, per Section 9.3.3.
5 below.

6
7 **Section 9.3.2.**

8 Any unused funds each year shall be used by the District for District-directed staff development
9 for members of the clerical unit.

10
11 **Section 9.3.3.**

12 District required in-service training shall entitle the employee to receive the employee's hourly
13 rate of pay for each hour of such in-service attended beyond the employee's normal workday.

14
15 **Section 9.3.4.**

16 Employees who have requested to attend training courses, seminars, or conferences and who
17 have received prior District approval shall suffer no loss of regular salary if the course requires
18 them to attend on their regular District employment time.

19
20 **Section 9.3.5.**

21 The District agrees to compensate employees at their regular hourly rate of pay for all District
22 required and directed staff development opportunities which take place outside of the regular
23 workday. To receive compensation, the employee must have prior approval from their
24 supervisor. In the event such development opportunities cause an employee to exceed forty (40)
25 hours per week, overtime shall be paid.

26
27 **Section 9.3.6.**

28 Employees requested to attend committee meetings will be paid for hours worked outside of the
29 employee's regular working day or the employee may flex hours with supervisor approval.

30
31 **Section 9.3.7.**

32 Employees may timesheet up to one (1) hour per month to attend a building staff meeting, if such
33 meeting occurs outside of the employee's regular working hours, payable at the employee's
34 regular hourly rate of pay. Such additional time must be accomplished in a manner that does not
35 trigger overtime.

36
37 **Section 9.3.8. Paraeducator Competencies.**

- 38 • Fourteen (14) hours will be scheduled on the District calendar for optional participation in
39 back-to-school activities for employees not already scheduled to work on those days as
40 part of their regular work calendar.
- 41 • An additional fourteen (14) hours are available to each paraeducator and instructional
42 support employee to fulfill training required under the Paraeducator Certificate Program.
43 If the legislature determines not to maintain paraeducator certificate training at 2020-21
44 levels, the District may opt to authorize only two (2) days of professional development.
- 45 • Seven (7) hours available for self-identified professional development, including
46 attendance at building staff meetings, for all employees. Such time must be used for

- District-approved professional development and/or staff meetings agreed upon with the employee's supervisor.

Such work must be completed in a manner that does not trigger overtime compensation or with supervisor or program, where applicable, approved the employee may be released from their normal duties to attend training for these seven (7) hours.

Section 9.4. Seniority.

- A. **Definition.** Seniority is defined as the employee's length of continuous service with the District computed from the time such employee began bargaining unit work. Employees on leave due to industrial injury shall not be negatively affected by this section.
- B. **Termination of Seniority.** An employee's seniority shall be lost for any of the following reasons:
1. Discharge for cause;
 2. Resignation;
 3. Voluntary layoff (in excess of one year);
 4. Involuntary layoff (in excess of two [2] years).

Section 9.5. Probationary Period.

An employee is probationary for the first sixty (60) workdays within the bargaining unit. At the end of forty-five (45) workdays, the District shall complete and discuss with the employees a written evaluation report. The employee will sign the evaluation report, but the employee's signature does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The employee shall be allowed to make written comments concerning the evaluation report. Deficiencies recorded by the evaluator in the work performance of an employee shall be stated in specific terms and the evaluator shall provide the employee with specific, reasonable written recommendations for improvement. An agreement to extend the probationary period beyond sixty (60) working days shall be agreed to in writing by the Association.

Further, probationary employees shall have no seniority rights and may be discharged with or without cause at the discretion of the District. Probationary employees shall receive no preferential treatment over non-probationary employees.

Section 9.5.1. New Position Probationary Period.

Employees filling openings shall serve another probationary period of sixty (60) workdays; provided, however, that in the event the District determines not to retain the employee in the position, such employee shall have the right to return to the former position or one of a substantially similar nature. The trial service period evaluation document used for this purpose shall be maintained in the supervisor's working file and not the employee's personnel file. This trial service period document shall be removed at the end of the school year or the end of the employee's trial service period, whichever is later.

Section 9.6. Job Openings.

All openings shall be posted on the District's website for five (5) workdays. The District will endeavor to post and fill all open positions within forty-five (45) calendar days of when the District determines that the position is open. The Association will be provided information regarding any open position that has not been filled within forty-five (45) calendar days of the initial determination that the position is open.

1
2 Employees who desire consideration for the posted opening shall apply through the District’s online
3 applications system within the posting period. Employees bidding for openings shall be notified in
4 writing as to their acceptance or rejection. An employee shall be given the reason for rejection upon the
5 employee's request.

6
7 **Section 9.7. Promotions.**

8 The District and Association have a joint commitment to hiring and promoting the best qualified
9 employees. The employee with the earliest hire date shall have preferential rights regarding promotions
10 and assignment to new or open jobs or positions unless a junior employee demonstrates substantially
11 greater abilities and performance. A battery of District-designed basic skills tests, vetted and managed
12 by the Human Resources Office, may be used to assess whether the applicant meets the skill(s)
13 requirement based on the essential elements of the job description posted.

14
15 The District’s determination of abilities and performance will be based on the following factors from a
16 fair and objective hiring process and weighted accordingly:

- 17
18
- 19 • Interview and Team Overall Impression 45%
 - 20 • Test Scores 35%
 - 21 • Reference Checks and Evaluations 20%
- 22 (including prior discipline or performance concerns)

23 If the District determines that seniority rights should not govern because the junior employee possesses
24 substantially greater ability and performance as demonstrated by a total score of at least fifteen percent
25 (15%) greater than a senior employee or employees, the District will inform the employee(s) and the
26 Chapter President verbally of this decision.

27
28 Within seven (7) school business days of a request, the District shall set forth to the employee or
29 employees and the organization’s grievance chairperson its reasons why the senior employee or
30 employees was not selected. Prior to filing a grievance, the bypassed employee(s) shall request a
31 meeting with the Human Resources administrator to discuss the reasons for the non-selection. The
32 Association and/or employee shall set out in writing the reasons why the District’s decision doesn’t meet
33 the standard for bypass set forth above prior to filing a grievance. The date of this meeting shall serve as
34 the date of occurrence for Step One (Section 12.2.1.) of the grievance process.

35
36 **Section 9.8. Layoff Procedures.**

- 37
- 38 1. Step 1: If the District determines that it needs to reduce the programs or positions of a
39 regular employee (Section 9.14.A.) more than one (1) hour per day, the District shall reduce
40 or eliminate the hours of the least senior employee(s) in the affected job title and level in the
41 building (as listed in Schedule A). However, for the purposes of this section only,
42 paraeducators shall be treated as a group, by level and within the building, unless a special
43 certification or education is required. If an employee loses his or her entire position, the
44 following procedures will apply. These procedures do not apply to circumstances when an
45 employee has his or her hours reduced, but not eliminated.
 - 46 2. Step 2: An employee whose hours were eliminated in step one may choose to displace a less
47 senior employee who is the least senior employee with the same or within one hundred eighty

1 (180) fewer annualized hours as the displaced employee, in any job title with an equal or
2 lower pay rate for which the displaced employee meets the minimum qualifications. In
3 addition, the employee whose hours were eliminated in Step One may also choose to displace
4 one (1) of the two (2) more junior employees (to the employee selected for bumping), if any,
5 with the same or within one hundred eighty (180) fewer annualized hours as the displaced
6 employee, in any job title with an equal or lower pay rate for which the displaced employee
7 meets the minimum qualifications. (Functionally, the District and Association will start by
8 excluding from the seniority list all employees in job titles with higher pay rates, more
9 annualized hours or minimum qualifications that the displaced employee does not meet.
10 Then, start from the bottom of the seniority list and work up to the first employee within one
11 hundred eighty (180) annualized hours. Then, looking back down the list of positions, the
12 employee will also be offered the positions of the next two (2) more junior employees, if any,
13 with the next closest annualized hours in positions meeting the above criteria.)
14

15 3. Step 2a: If no less senior employee has the same, or within one hundred eighty (180) fewer
16 annualized hours, the displaced employee may displace the least senior employee with the
17 closest fewer number of annualized hours as the displaced employee in any job title with an
18 equal or lower pay rate for which the displaced employee meets the minimum qualifications.
19 In addition, the employee whose hours were eliminated in Step One may also choose to
20 displace one of the two more junior employees (to the employee selected for bumping), if
21 any, with the same or within one hundred eighty (180) fewer annualized hours as the
22 displaced employee, in any job title with an equal or lower pay rate for which the displaced
23 employee meets the minimum qualifications. (Functionally, the District and Association will
24 start by excluding from the seniority list all employees in job titles with higher pay rates,
25 more annualized hours or minimum qualifications that the displaced employee does not meet.
26 Then, start from the bottom of the seniority list and find the employee with the closest
27 number of annualized hours. Then, looking back down the list of positions, the employee
28 will also be offered the positions of the next two (2) more junior employees, if any, with the
29 next closest annualized hours in positions meeting the above criteria.)
30

31 4. Step 3: An employee who is displaced by a more senior employee in accordance with the
32 procedures above may choose to displace a less senior employee who is the least senior
33 employee with the same or within one hundred eighty (180) fewer annualized hours as the
34 displaced employee, in any job title with an equal or lower pay rate for which the displaced
35 employee meets the minimum qualifications. In addition, the employee whose hours were
36 eliminated in Step One may also choose to displace one (1) of the two (2) more junior
37 employees (to the employee selected for bumping), if any, with the same or within one
38 hundred eighty (180) fewer annualized hours as the displaced employee, in any job title with
39 an equal or lower pay rate for which the displaced employee meets the minimum
40 qualifications. (Functionally, the District and Association will start by excluding from the
41 seniority list all employees in job titles with higher pay rates, more annualized hours or
42 minimum qualifications that the displaced employee does not meet. Then, start from the
43 bottom of the seniority list and work up to the first employee within one hundred eighty (180)
44 annualized hours. Then, looking back down the list of positions, the employee will also be
45 offered the positions of the next two more junior employees, if any, with the next closest
46 annualized hours in positions meeting the above criteria.)
47
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- 1 5. Step 3a: If no less senior employee has the same, or within one hundred eighty (180) fewer
2 annualized hours, the displaced employee may displace the least senior employee with the
3 closest fewer number of annualized hours as the displaced employee. In addition, the
4 employee whose hours were eliminated in Step One may also choose to displace one (1) of
5 the two (2) more junior employees (to the employee selected for bumping), if any, with the
6 same or within one hundred eighty (180) fewer annualized hours as the displaced employee,
7 in any job title with an equal or lower pay rate for which the displaced employee meets the
8 minimum qualifications. (Functionally, the District and Association will start by excluding
9 from the seniority list all employees in job titles with higher pay rates, more annualized hours
10 or minimum qualifications that the displaced employee does not meet. Then, start from the
11 bottom of the seniority list and find the employee with the closest number of annualized
12 hours. Then, looking back down the list of positions, the employee will also be offered the
13 positions of the next two (2) more junior employees, if any, with the next closest annualized
14 hours in positions meeting the above criteria.)
15
- 16 6. Step 4: Step 3 will be repeated until there is no employee left to displace. For Steps 2, 2a
17 and 3, upon notification of the options available for placement, the displaced employee will
18 have twenty-four (24) hours to opt to displace another employee or select voluntary layoff.
19 Human Resources will attempt to contact displaced employees for three (3) business days and
20 if unable to make contact will move to the next employee on the list. Employees shall
21 provide the Human Resources office with updated contact information for this purpose.
22
- 23 7. If a displaced employee chooses not to exercise their right to displace another employee
24 under Steps 2 through 4 (voluntary layoff), or if there is no employee left to displace, the
25 employee shall be laid off (involuntary layoff). If more than one (1) employee is subject to
26 layoff at one time, these procedures shall be applied in order of seniority (most senior
27 employee is placed first).
28
- 29 8. Displaced employees choosing to bump into a different position shall serve another
30 probationary period of sixty (60) workdays; provided, however, that in the event the District
31 determines not to retain the employee in the position, such employee shall have the right to
32 be placed on involuntary layoff.
33
- 34 9. While an employee is in involuntary layoff status, he or she will continue to accrue seniority
35 for a period not to exceed two (2) years.
36

37 **Section 9.9. Retention of Seniority.**

38 An employee transferred out of the bargaining unit shall retain, but not accumulate, seniority, and may
39 return to the bargaining unit upon request.
40

41 **Section 9.10. Seniority Lists.**

42 A copy of the seniority list prepared by the District and will be provided upon request by the
43 Association.
44

45 **Section 9.11. Lateral Transfers.**

46 Lateral transfers shall be by mutual agreement between the District and the employee. Such transfers
47 shall be restricted to the same group and job title. Section F does not relate to a promotion situation,
48 which is covered in Section 9.7 or a reassignment in a layoff situation under Section 9.8.

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Section 9.12. Transfers.

If the District makes the determination to move a program from one location to another or to divide an existing special services program into multiple sites, the desire of the parties is for staff to remain with that program. Staff assigned to the program will be allowed to choose whether to move to the new program location(s) in order of seniority, so long as the assignment meets the educational needs of the program. A student or IEP does not constitute a program.

Section 9.13. Seniority.

Seniority shall prevail with respect to shift preference, special projects, overtime and vacation time preference.

Section 9.14. Involuntary Layoff.

Employees on involuntary layoff hired as a substitute during the period of layoff will be paid their permanent pay rate as defined in Section 9.14.A. Should an employee turn down an offer of regular employment and go on voluntary layoff, he or she will be paid the substitute pay rate pursuant to Section 16.4 of the Agreement. Employees awarded a position receive permanent pay from the first day they are awarded the position.

Section 9.15. Employment Categories.

A. Permanent Employment:

- 1. Regular full-time: an employee who is employed for forty (40) hours per week for the full twelve (12) month calendar year (2,080), from year to year.
- 2. Regular part-time: an employee who is employed for less than forty (40) hours per week or 2,080 hours per year, from year to year.

Permanent positions will be reposted after the original incumbent's rights have been terminated and the District authorizes the continuance of the permanent position.

B. Substitute Employment: Individuals employed on a day to day basis to 1) replace another employee who is on authorized leave; or 2) fill vacant positions while a permanent replacement is being sought (per Section 9.6.) up to the end of the school year or the position is filled whichever occurs first.

C. Leave Replacement Employment: When the needs are best served and at the request of the District and agreement by the employee; employees may be reassigned from their current position to fill positions, with greater hour or rate of pay, within the same program due to an approved leave of absence. Seniority, along with other factors, will be considered in determining which employee is offered reassignment. Such employment will retain all contractual rights and shall have the right to return to their former position at the end of the assignment.

D. Short-Term Employment: A short term employee is an employee who is assigned to a position that in good faith, is projected to exist for a period not to exceed sixty (60) workdays and cannot be accommodated within the schedules of employees at a particular worksite. The Association President shall be informed of such assignment and its purpose within five (5) business days of hire. The Association and the District may mutually agree to extend the assignment beyond sixty (60) workdays when there are extenuating circumstances. Short-term employees shall have rights under Article XIV and XV only of the bargaining unit. Short-term employees will establish a seniority date for the purpose of new or open positions (but not layoff or reduction in hours) until December 31 of the next school year.



1 **Section 9.16. Termination of Employment.**

- 2 A. The District agrees that discharges shall be only for just cause.
- 3 B. Non-probationary employees who are laid off shall receive one (1) week written notice or pay in
4 lieu thereof. Employees discharged will be given one (1) week written notice or pay in lieu
5 thereof except in extraordinary circumstances which warrant no notice or pay-in-lieu.
- 6 C. Vacation time accrued but not taken by twelve (12) month employees shall be paid upon
7 termination; provided, however, employees who voluntarily terminate and fail to give the District
8 at least two (2) weeks written notice shall forfeit any accrued vacation due.
- 9 D. The specific grounds forming the basis for disciplinary action will be made available to the
10 employee in writing upon request.
- 11 E. The District agrees to follow a policy of progressive discipline when appropriate which may
12 include verbal warning, reprimand, suspension without pay; non-renewal or discharge would be
13 the last resort.
- 14 F. An employee shall have the right to have one (1) individual of their choice present when being
15 formally reprimanded or disciplined. Formal disciplinary action shall be for just cause.
- 16 G. Working files shall be purged at the end of each school year.
- 17

18 **Section 9.17. Hiring Committee.**

19 As often as possible, hiring administrators will include an employee from a bargaining unit position in
20 interview teams when hiring for a bargaining unit position.

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24 **ARTICLE X**

25 **INSURANCE AND RETIREMENT**

26
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28 **Section 10.1. Insurance.**

29 The District shall provide basic and optional benefits through the School Employees Benefits Board
30 (SEBB) under the rules and regulations adopted by the SEBB.

31

32 **Section 10.2. Group Term Plans.**

33 The District shall provide tort liability coverage for all employees subject to this Agreement but limited
34 to bodily injury and property damage liability coverage as provided in the District's liability insurance
35 policies.

36

37 **Section 10.3. Insurance Contribution.**

38 In determining whether an employee subject to this Agreement is eligible for participation in the
39 Washington State Public Employee's Retirement System, the District shall report all hours worked,
40 whether straight time, overtime, or otherwise.

41

42 **Section 10.4. Tort Liability.**

43 The parties agree to meet in labor management to revise the insurance benefits section of this agreement
44 to bring the contract into compliance with a legislative mandate, if any regarding coverage under the
45 School Employee Benefits Board.

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ARTICLE XI

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 11.1. Agency Shop.

The Association will provide a list of those members who have agreed to Association membership. In addition, upon request, the District shall have access to view or obtain a copy of the membership authorization. The Association will be the custodian of the records related to Association membership/dues deduction authorization. The Association agrees that as the custodian of records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

Section 11.2. Dues.

The Association, which is the legally recognized exclusive bargaining representative of the classified staff as described in the recognition clause of this agreement, shall have the right to have deducted from the salaries of members of the Association (upon receipt of authorization), an amount equal to the fees and dues required for membership in the Association. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to the Association by the employee. Upon receiving an authorization form, the employer will start deductions for the new members for the next available payroll period, according to the usual administrative cycle. The Association will refund any amount of dues that are paid to it in error.

Section 11.3. District Liability.

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlement, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this Section.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1.

A grievance is hereby defined as an alleged violation of the terms of this Agreement by the District and shall be resolved in strict compliance with this Article. Failure to comply with the steps and timeliness so stipulated will result in the grievance being invalid and subject to no further processing.

Section 12.2. Grievance Steps.

Section 12.2.1. Step One.

The employee or the Association representative shall first discuss the grievance with their immediate supervisor. If employees wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor has five (5) working days to respond from the date of receipt of Step One-Verbal.

1 **Section 12.2.2. Step Two.**

2 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
3 subsection, the employee shall, within ten (10) working days of the response at Step One, reduce
4 to writing a statement of the grievance containing the following:

- 5
6 A. The facts on which the grievance is based;
7 B. A reference to the provisions in this Agreement which have been allegedly violated; and
8 C. The remedy sought.
9

10 The employee shall submit the written statement of grievance to the immediate supervisor for
11 reconsideration and shall submit a copy to the official in the administration responsible for
12 personnel. The parties will have ten (10) working days from submission of the written statement
13 of grievance to resolve it by indicating on the statement of grievance the disposition. If an
14 agreeable disposition is made, all parties to the grievance shall sign it.
15

16 **Section 12.2.3. Step Three.**

17 If no settlement has been reached within the ten (10) working days referred to in the preceding
18 subsection, and the Association believes the grievance to be valid, a written statement of
19 grievance shall be submitted within ten (10) working days to the District Superintendent or the
20 Superintendent's designee. After such submission, the parties will have ten (10) working days
21 from submission of the written statement of grievance to resolve it by indicating on the statement
22 of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
23 sign it.
24

25 **Section 12.2.4. Arbitration.**

26 If no settlement has been reached within the ten (10) working days referred to in the preceding
27 subsection, and the Association believes the grievance to be valid, the Association may demand
28 arbitration of the grievance within twenty (20) working days of the receipt of the answer at Step
29 three utilizing the Voluntary Labor Arbitration Rules of the American Arbitration Association.
30 The arbitrator's award shall be final and binding upon all parties.
31

32 **Section 12.2.5. Limit on Judgments.**

- 33 A. The Arbitrator shall have no power to alter, add to or subtract from the terms of this
34 Agreement.
35 B. The fees and expenses of the Arbitrator shall be equally shared by the parties.
36

37 **Section 12.3. District Shall Not Discriminate.**

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

42
43 **ARTICLE XIII**

44
45 **CLASSIFIED REVIEW BOARD**

46
47 **Section 13.1. Classified Review Board.**

48 The procedures in this Article will be followed for the reclassification of positions when new positions
Collective Bargaining Agreement (2023-2026)
Peninsula Clerical Chapter #623 and
the Peninsula School District #401



1 are created or when substantive changes in duties and responsibilities occur in existing positions. The
2 purpose of the process is to ensure that positions are placed appropriately on the salary schedule.

3
4 **Section 13.2. Appeal Board.**

5 The Classified Review Board (CRB) shall consist of four (4) members: two (2) Association members
6 and two (2) administrative members. One (1) of the Association selected members may rotate from a
7 group of Association approved members. The Human Resources Director shall serve as a non-voting
8 resource to the CRB and provide administrative support. Each party will be responsible for selecting its
9 own members. The parties shall attempt to have members serve and rotate off the CRB every two (2)
10 years.

11
12 **Section 13.3. Classified Review Board (CRB).**

13 Employees, the Association, and/or the District may file an appeal of a classification with the CRB at
14 any time or whenever a “new position” is created. If desired, employees may request a pre-appeal
15 conference with the Personnel Director to review the rating system and its application to their specific
16 job. A decision regarding the appeal shall be issued by the CRB within twenty (20) working days
17 following the meeting with the employee. The CRB will communicate the number of positions
18 impacted and the associated financial impact. Decisions of the CRB may be appealed by the District or
19 the Association as an issue for collective bargaining as a mutually agreed reopener or at the expiration of
20 this Agreement. Each request for reclassification will require a full submission of application materials.

21
22 **Section 13.4. Decision of the Classified Review Board.**

23 The Classified Review Board will use a mutually agreed upon classification system to evaluate a
24 position. Employees are encouraged to bring as much information as they feel necessary for
25 clarification, which shall include proposed revisions to their job description. The CRB will interview
26 employees, observe an employee on the job if deemed necessary, provide a numerical rating of the
27 position, and properly place the position on the classification scale. All CRB members shall be trained
28 or retrained in the system prior to hearing appeals. Decisions will be made by consensus. The CRB will
29 decide whether a reclassification, if any, will affect a single employee, several employees, or all
30 employees within a job description.

31
32 **Section 13.4.1. Requesting Reclassification.**

- 33 A. Any individual must have been compensated for at least twelve (12) months in his/her current
34 position before s/he is eligible to submit a request for reclassification.
35 B. Each request for reclassification will require a full submission of application materials to be
36 completed by the employee requesting the reclass.
37 C. The CRB will make exceptions to the eligibility criteria only in unusual and compelling
38 circumstances.
39 D. The discussions among members of the CRB are to remain confidential.

40
41 **Section 13.5. Classification for Newly Created Positions.**

42 The District will initially establish the appropriate classification for newly created positions. The above
43 procedures will be followed to review the placement of all new positions within twenty (20) working
44 days of the position being filled.

1 **Section 13.6. Reclassification.**

2 Upward or downward reclassification of positions appealed by the District, the Association or an
3 employee shall be effective on the first day of the next school year. However, the application must be
4 received prior to June 1 of the current school year.
5
6
7

8 **ARTICLE XIV**

9
10 **RATES OF PAY**

11
12 **Section 14.1. Transition of Employees on Schedule A.**

13 Employees shall be paid according to Schedule A. Each September 1, employees who have completed
14 at least two-thirds (2/3) of their position’s work year the prior school year will be granted an increment
15 (paid at the next higher step on Schedule A for that level). Longevity increments shall be paid in the
16 same manner if qualified based on years of service. Paid leave days shall count as days completed for
17 the purposes of this section.
18

19 **Section 14.2. Salary Increases.**

20 Employees shall be paid in accordance with the rates on Schedule A.

- 21
- 22 • For the 2023-24 school year, the base wage rates on Schedule A shall be increased by the state-
23 funded inflationary adjustment as described in RCW 28A.400.205 (IPD) plus three percent (3%).
24
- 25 • For the 2024-25 school year, the base wage rates on Schedule A shall be increased by the state-
26 funded inflationary adjustment as described in RCW 28A.400.205 (IPD) plus three percent (3%).
27
- 28 • For the 2025-26 school year, the base wage rates on Schedule A shall be increased by the state-
29 funded inflationary adjustment as described in RCW 28A.400.205 (IPD) plus three percent (3%).
30

31 **Section 14.3. Double-Double Levy Failures.**

32 In the event of a double-double levy failure, the District will notify the Association at least twelve (12)
33 working days prior to implementing a reduction-in-force of bargaining unit employees to allow the
34 Association to provide input or alternatives to a reduction-in-force.
35
36

37 **ARTICLE XV**

38
39 **NO STRIKE / NO LOCK OUT**

40
41 **Section 15.1. No Strike/Lockout Clause.**

42 The Association agrees that there shall be no work stoppage or interruptions of regularly assigned duties
43 during the life of this Agreement.
44

45 **Section 15.2. Reduced Work Year.**

46 An employee’s work year shall not be reduced as a result of another bargaining unit’s strike.
47
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ARTICLE XVI

SCOPE OF AGREEMENT

Section 16.1. Scope of Agreement.

If any provision of the Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

Section 16.2.

This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District which are contrary to or inconsistent with the terms of this Agreement.

Section 16.3. Reopening Agreement.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in the Agreement. Except as specifically stated in this Agreement, the District and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section 16.4. Substitutes.

Relevant to Washington Public Employment Relations Commission Decision 2043 PECB, January 10, 1985, substitutes who work greater than thirty (30) days in the current school year shall be paid according to Schedule A. Rights of said substitutes identified shall be limited exclusively to those items in this Article.

ARTICLE XVII

DURATION

Section 17.1. Term of Agreement.

This Agreement shall remain in full force and effect from September 1, 2023 to August 31, 2026.

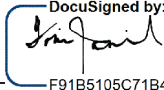
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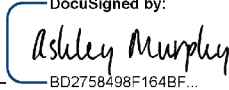
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PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

PENINSULA CLERICAL CHAPTER #623

PENINSULA SCHOOL DISTRICT #401

BY: 
 F91B5105C71B490...
Toni Janovich, Chapter President

BY: 
 BD2758498F164BF...
Ashley Murphy, Chief Financial Officer

DATE: 8/31/2023 | 7:31 PM PDT

DATE: 9/8/2023 | 8:27 AM PDT



2023-2024 SCHOOL YEAR - PENINSULA SCHOOL DISTRICT PSE SALARY SCHEDULE CLERICAL, PARAEDUCATOR, & INSTRUCTIONAL SUPPORT

LANE	DESCRIPTION	STEP 1-2 BASE	STEP 3-4 + 3%	STEP 5-9 + 3%	STEP 10-14 + 3%	STEP 15-19 + 3%	STEP 20-24 + 3%	STEP 25+ + 3%
IS1	INSTRUCTIONAL SUPPORT I	\$22.59	\$23.27	\$23.96	\$24.68	\$25.42	\$26.17	\$26.96
IS2	INSTRUCTIONAL SUPPORT II	\$24.20	\$24.93	\$25.67	\$26.44	\$27.23	\$28.05	\$28.89
IS3	INSTRUCTIONAL SUPPORT III	\$26.10	\$26.88	\$27.69	\$28.52	\$29.37	\$30.26	\$31.17
IS4	INSTRUCTIONAL SUPPORT IV	\$27.17	\$27.98	\$28.82	\$29.68	\$30.57	\$31.49	\$32.44
IS5	INSTRUCTIONAL SUPPORT V	\$33.41	\$34.41	\$35.45	\$36.51	\$37.61	\$38.74	\$39.91
P1	PARAEDUCATOR I	\$22.59	\$23.27	\$23.96	\$24.68	\$25.42	\$26.17	\$26.96
P2	PARAEDUCATOR II	\$24.15	\$24.87	\$25.62	\$26.39	\$27.18	\$27.99	\$28.83
P3	PARAEDUCATOR III	\$26.00	\$26.78	\$27.58	\$28.41	\$29.27	\$30.14	\$31.05
P4	PARAEDUCATOR IV	\$27.04	\$27.85	\$28.68	\$29.55	\$30.43	\$31.35	\$32.29
P5	PARAEDUCATOR V	\$33.11	\$34.10	\$35.13	\$36.18	\$37.27	\$38.39	\$39.54
C1	CLERICAL I	\$23.61	\$24.32	\$25.04	\$25.79	\$26.57	\$27.37	\$28.19
C2	CLERICAL II	\$25.37	\$26.13	\$26.91	\$27.72	\$28.55	\$29.41	\$30.29
C3	CLERICAL III	\$27.25	\$28.07	\$28.92	\$29.78	\$30.68	\$31.59	\$32.54
C4	CLERICAL IV	\$28.41	\$29.27	\$30.14	\$31.05	\$31.98	\$32.94	\$33.93
C5	CLERICAL V	\$31.62	\$32.56	\$33.55	\$34.55	\$35.58	\$36.65	\$37.75
	CLERICAL/PARA/INST'L SUPPORT SUBSTITUTE (FIRST 30 SUB DAYS - 80% OF INST'L SUPPORT STEP 1)	\$18.07						
	CLERICAL/PARA/INST'L SUPPORT SUBSTITUTE (AFTER 30 SUB DAYS - 100% OF INST'L SUPPORT STEP 1)	\$22.59						



**2024-2025 SCHOOL YEAR - PENINSULA SCHOOL DISTRICT
PSE SALARY SCHEDULE
CLERICAL, PARAEDUCATOR, & INSTRUCTIONAL SUPPORT**

LANE	DESCRIPTION	STEP 1-2 BASE	STEP 3-4 + 3%	STEP 5-9 + 3%	STEP 10-14 + 3%	STEP 15-19 + 3%	STEP 20-24 + 3%	STEP 25+ + 3%
IS1	INSTRUCTIONAL SUPPORT I	\$24.15	\$24.88	\$25.62	\$26.38	\$27.17	\$27.98	\$28.82
IS2	INSTRUCTIONAL SUPPORT II	\$25.87	\$26.64	\$27.44	\$28.26	\$29.11	\$29.99	\$30.89
IS3	INSTRUCTIONAL SUPPORT III	\$27.90	\$28.73	\$29.60	\$30.49	\$31.40	\$32.35	\$33.32
IS4	INSTRUCTIONAL SUPPORT IV	\$29.04	\$29.91	\$30.81	\$31.73	\$32.68	\$33.66	\$34.67
IS5	INSTRUCTIONAL SUPPORT V	\$35.71	\$36.79	\$37.89	\$39.03	\$40.21	\$41.42	\$42.66
P1	PARAEDUCATOR I	\$24.15	\$24.88	\$25.62	\$26.38	\$27.17	\$27.98	\$28.82
P2	PARAEDUCATOR II	\$25.81	\$26.59	\$27.39	\$28.21	\$29.05	\$29.92	\$30.82
P3	PARAEDUCATOR III	\$27.80	\$28.63	\$29.49	\$30.37	\$31.29	\$32.22	\$33.19
P4	PARAEDUCATOR IV	\$28.90	\$29.77	\$30.66	\$31.58	\$32.53	\$33.51	\$34.52
P5	PARAEDUCATOR V	\$35.39	\$36.45	\$37.55	\$38.68	\$39.84	\$41.04	\$42.27
C1	CLERICAL I	\$25.24	\$25.99	\$26.77	\$27.57	\$28.40	\$29.26	\$30.14
C2	CLERICAL II	\$27.12	\$27.93	\$28.77	\$29.63	\$30.52	\$31.44	\$32.38
C3	CLERICAL III	\$29.13	\$30.01	\$30.91	\$31.83	\$32.79	\$33.77	\$34.79
C4	CLERICAL IV	\$30.37	\$31.29	\$32.22	\$33.19	\$34.18	\$35.21	\$36.27
C5	CLERICAL V	\$33.80	\$34.81	\$35.86	\$36.93	\$38.04	\$39.18	\$40.36
	CLERICAL/PARA/INST'L SUPPORT SUBSTITUTE (FIRST 30 SUB DAYS - 80% OF INST'L SUPPORT STEP 1)	\$19.32						
	CLERICAL/PARA/INST'L SUPPORT SUBSTITUTE (AFTER 30 SUB DAYS - 100% OF INST'L SUPPORT STEP 1)	\$24.15						



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INSTRUCTIONAL SUPPORT I

HEALTHCARE MANAGER

HS LIBRARY ASSISTANT **

INSTRUCTIONAL SUPPORT II

MS LIBRARY SPECIALIST **

PHYSICAL THERAPY ASSISTANT

SPEECH LANGUAGE SPECIALIST

INSTRUCTIONAL SUPPORT III

ELL ASSISTANT/TUTOR **

INSTRUCTIONAL SUPPORT IV

FAMILY SUPPORT SPECIALIST

OCCUPATIONAL THERAPY ASSIST. **

ECEAP INSTRUCTOR

ES LIBRARY TECHNICIAN **

INSTRUCTIONAL SUPPORT V

BEHAVIOR INTRV'N SPECIALIST ASSISTANT **

SIGN LANGUAGE INTERPRETER

PARAEDUCATOR I

ES/MS GEN-ED PROGRAM PARA **

ES/MS RESOURCE PARA **

ES/MS TITLE I PART A PROGRAM PARA **

ES HICAP/PACE PROGRAM PARA **

ES ECEAP PROGRAM PARA **

ES PLAYGROUND SUPERVISION **

ES CROSSING GUARD SUPERVISION **

HS (PHS) CTE PROGRAM PARA **

PARAEDUCATOR II

ES LAP PROGRAM PARA

HS RESOURCE PARA

HS (GHHS) CTE PROGRAM PARA

MS/HS TRAC PROGRAM PARA

MS DETENTION SUPERVISION

PARAEDUCATOR III

SPED PRESCHOOL PROGRAM PARA

SPED OPTIONS PROGRAM PARA

SPED ET&T PROGRAM PARA

SPED CTP PROGRAM PARA

PARAEDUCATOR IV

ES TRAC PROGRAM PARA

PARAEDUCATOR V

CLERICAL I

HS ATTENDANCE SPECIALIST

OFFICE ASSISTANT

CLERICAL II

CAREER CENTER SPECIALIST

SECRETARY I

- PHS MAIN OFFICE SECRETARY

- HS ATHLETIC SECRETARY

- HS COUNSELING SECRETARY

- MS SECRETARY

- ES SECRETARY

- STUDENT SERVICES SECRETARY

- HUMAN RESOURCES SECRETARY

- FACILITIES SECRETARY

- PIA SECRETARY

CLERICAL III

SECRETARY II

- GHHS MAIN OFFICE SECRETARY

- CTE SECRETARY

- TRANSPORTATION SERVICES SECRETARY

HEALTH TECHNICIAN

HUMAN RESOURCES GENERALIST

SUBSTITUTE SERVICES SPECIALIST

GRANTS/BUDGET ACCOUNTING SPECIALIST

TECHNOLOGY INVENTORY SPECIALIST

CLERICAL IV

ADMINISTRATIVE SECRETARY

HUMAN RESOURCES SPECIALIST

SCHOOL BOOKKEEPER

SCHOOL REGISTRAR

CLERICAL V

PAYROLL TECHNICIAN

PURCHASING ASSISTANT

ACCOUNTS PAYABLE TECHNICIAN

ACCOUNTING TECHNICIAN

COMMUNITY USE SPECIALIST

LICENSED PRACTITIONER NURSE

SPED DATA/COMPLIANCE SPECIALIST



MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, PENINSULA CLERICAL CHAPTER #623 AND THE PENINSULA SCHOOL DISTRICT #401. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Association and District agree as follows:

1. Exempt Position Classification

The Association and the District agree that the position of Athletics and Activities Administration Specialist shall be classified as an exempt position in accordance with Section 1.1 of the current Agreement.

2. Preservation of Bargaining unit Hours

The District agrees that no bargaining unit hours will be reduced as a result of transferring some bargaining unit work to the newly established exempt position of Athletics and Activities Administration Specialist.

3. Dispute Resolution

Any disputes arising from the implementation of this Memorandum of Understanding shall be resolved according to the procedures outlined in Article XII of the Agreement.

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

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PENINSULA CLERICAL CHAPTER, #623

PENINSULA SCHOOL DISTRICT #401

BY: _____ /Signed By/
Elizabeth Wehmeier, Chapter President

BY: _____ /Signed By/
Ashley Murphy, Chief Financial Officer

DATE: _____ November 19, 2024

DATE: _____ November 22, 2024

