

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PIONEER SCHOOL DISTRICT #402

AND

PUBLIC SCHOOL EMPLOYEES

OF PIONEER SCHOOL DISTRICT #912

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

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

2
3 This Agreement is made and entered into between Pioneer School District Number 402
4 (hereinafter "District" or "Employer") and the Pioneer School District Local Chapter of the Public
5 School Employees of Washington (hereinafter "Union"), an affiliate of the Public School Employees of
6 Washington State Organization.

7
8 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
9 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties
10 agree as follows:
11

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

13
14 **RECOGNITION AND COVERAGE OF AGREEMENT**

15
16
17 **Section 1.1.**

18 The District hereby recognizes the Union as the exclusive representative of all employees in the
19 bargaining unit described in Section 1.5, and the Union recognizes the responsibility of representing the
20 interests of all such employees.
21

22
23 **Section 1.2.**

24 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
25 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of
26 Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
27

28 **Section 1.3.**

29 The District will provide the Union with complete job descriptions for all employees subject to this
30 Agreement as listed on Schedule A. Job descriptions are to be reviewed, issued and signed each year
31 during the month of August, except in the case of bona fide emergency.
32

33 **Section 1.4.**

34 The District will provide the Union with such amendments, changes, and additions to job descriptions as
35 they may from time to time occur.
36

37 **Section 1.5.**

38 The bargaining unit to which this Agreement is applicable is as follows: All classified employees in the
39 following job classifications: Custodial-Maintenance, Secretarial-Clerical, Paraeducators, Food
40 Services, Transportation, and Certified Assistant, EXCLUDING: The Secretary to the
41 Superintendent (1), Business Manager (1), Personnel (1), and Payroll Technician (1) Maintenance
42 Supervisor (1), a total of five (5) exemptions.
43

44 **Section 1.5.1.**

45 Less than full time employees in the above general job classifications are included in the
46 bargaining unit. The term "less than full time employees" includes but is not limited to substitute
47 employees who are employed by the District for more than thirty (30) cumulative days within
48 any twelve (12) month period ending during the current or immediately preceding school year

and who continue to be available for employment as substitutes. Such Bargaining Unit substitute employees shall enjoy the following contractual benefits: Sections 3.2, 3.3, and Schedule A (Year 1 rates are substitute rates). The District will notify the Union and the concerned employee when any employee qualifies for inclusion as a bargaining unit substitute pursuant to the terms of this section. Such notification shall be made within fifteen (15) working days of the date when the employee qualifies for such inclusion in the bargaining unit.

Section 1.5.1.1.

Employees who are absent for one (1) full shift or more shall be replaced by a substitute if one is available. This section applies to the Secretary/Clerical and Teacher Paraeducator/Paraprofessional classifications only.

Section 1.5.2. Temporary Employees.

A temporary employee is an employee who is hired for additional work for a period of no longer than ninety (90) working days, who are not replacing an absent employee. The District shall hire no more than two (2) temporary employees in each school year. Temporary positions which last longer than ninety (90) working days shall be considered regular positions and shall be posted and filled as such. Temporary employees who work more than thirty (30) cumulative days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for work as a temporary or substitute employee shall receive the same benefits as "Bargaining Unit Substitutes" and shall enjoy the same contractual rights enumerated in Section 1.5.1. The terms of Section 6.5 and 6.5.1 shall not apply to temporary employees (minimum four and one-half (4½) hour shifts).

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. The District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that the employees in the 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 Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the Board of Directors of the District or any other governmental body, group or individual, utilizing normal administrative channels. The District shall take whatever action required, or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.

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

Section 3.3.

Employees shall have the right to Union representatives present at discussions between themselves and supervisors or other representatives of the District for the following:

1. Meetings called by the District to administer disciplinary action;
2. Grievance meetings pursuant to Article XIII; and
3. Investigatory hearings or meetings which the employee believes may result in disciplinary action being taken against the employee.

Section 3.4.

Each employee shall be given a written performance evaluation at least once each year (not later than June 1) and have a copy made a part of the personnel file. Employees shall sign and date the performance evaluation; such signature and date shall indicate receipt of the evaluation only. All new hires shall be evaluated within the first ninety (90) days of employment.

Section 3.4.1.

Bargaining unit employees shall be evaluated (with input of immediate Lead/Supervisor) by District management exempt employees only. Under no circumstance, shall bargaining unit employees be evaluated by other employees in the bargaining unit, or any other non-management employee.

Section 3.4.2.

All performance evaluations reflecting a “needs improvement” or “unsatisfactory” or equivalent terminology rating in one or more categories shall state specific reasons for the rating, remedial action necessary by the employee as deemed necessary by the District as an aid to improve performance.

1 **Section 3.5. Personnel Files.**

2 One (1) official personnel file shall be kept at the District office for each employee covered by this
3 Agreement. Each employee shall be provided a copy of all material placed in their personnel file within
4 five (5) days of its insertion. Employees have the right to inspect their official personnel file and to copy
5 any and all material in the file upon request. One (1) "working" file (which may be a computer file) may
6 be kept for each employee for the purpose of collecting information for annual evaluations or
7 performance issues, however, employees also have the right to inspect and copy any and all material in
8 these "working" files upon request. All documents in such "working" files shall be removed and
9 discarded on August 31 annually, with the exception of documents and information of an administrative
10 nature (schedules, hours, shift assignments, information required for audit purposes, etc.), which may be
11 retained indefinitely at the District's discretion. Employee shall have the right to attach statements to
12 any document in their personnel files.

13
14 **Section 3.6.**

15 Prior to October 1, the District shall provide a document to each employee for the current fiscal year
16 containing the following information: hourly rate, step on Schedule A, number of paid holidays,
17 longevity step or vacation days, number of workdays, daily number of hours for the normal workday and
18 those days that may be fewer hours per day than the normal workday.

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20
21
22 **ARTICLE IV**

23
24 **RIGHTS OF THE UNION**

25
26 **Section 4.1.**

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

31
32 **Section 4.2.**

33 The Union shall promptly be notified by the District of any grievances or disciplinary actions of any
34 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
35 Articles contained herein. The Union is entitled to have an observer at hearings conducted by any
36 District official or body arising out of grievance and to make known the Union's views concerning the
37 case.

38
39 **Section 4.3.**

40 The names, addresses, work assignments, and hire date of regular employees will be provided annually
41 on approximately October 1 to the President of the Union and updated monthly as changes in personnel
42 occur.

43
44 **Section 4.4.**

45 The Union reserves and retains the right to delegate any right or duty contained herein, within the scope
46 of statute, to appropriate officials of the Public School Employees of Washington State Organization.

1 **Section 4.5.**

2 The President of the Union and designated representatives will be provided time off with pay, travel and
3 per diem, to attend regional or state meetings when the purpose of those meetings is in the best interests
4 of the District, as determined by the District Administration. Such time off must be approved by the
5 District Board of Directors.
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7
8

9 **ARTICLE V**

10 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

11 **Section 5.1.**

12 It is agreed and understood that matters appropriate for consultation and negotiation between the District
13 and the Union are those relating to hours, wages, grievance procedures and general working conditions
14 of employees in the bargaining unit subject to this Agreement.
15
16
17

18 **Section 5.2.**

19 The Union will designate a Conference Committee of up to three (3) members who will meet with the
20 Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular
21 basis or at special times (upon reasonable request) to discuss appropriate matters.
22

23 **Section 5.3.**

24 In Article I (position descriptions) as specified herein, the Union shall appoint a representative
25 committee to meet with the District, on a mutually agreeable basis each School Year. The committee
26 shall make known the Union's views regarding the impact of job descriptions upon the hours, wages and
27 working conditions of the members of the bargaining unit.
28
29
30

31 **ARTICLE VI**

32 **HOURS OF WORK AND OVERTIME**

33 **Section 6.1.**

34 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday,
35 followed by two (2) days of rest, Saturday and Sunday; provided, however, the District may assign an
36 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
37 days of rest which shall be treated as Saturday and Sunday respectively. Each employee will be
38 assigned in advance to a definite shift with designated times of beginning and ending. Employees will
39 be given reasonable notice of a shift change except that, in the case of emergencies, changes can be
40 made at the discretion of the immediate supervisor.
41
42
43

44 **Section 6.1.1.**

45 Employees in the job classification of transportation shall have driving work defined as follows:

- 46 • A "route" is defined as morning and afternoon to/from school transportation;
- 47 • "Extra Work" is defined as mid-days, ASA and short-term impact changes such as
48 McKinney-Veto;

- “Trips” are defined as all other extra-curricular or athletic trips outside the District;
- All open routes, including those that have increased/decreased by two (2) or more hours a week on a regular basis, shall be posted for five (5) working days. Seniority shall apply for route assignment changes;
- Mid-day, ASA, and extra work will be calculated and packaged to ensure that; and
- Senior drivers may select extra work to increase their daily shift times to no more than eight (8) hours per day, while still leaving enough extra work to drivers needing to meet their four and a half (4.5) hours guaranteed time.

Section 6.1.2.

Employees in the general job classifications of Custodial and Maintenance, assigned a normal work shift for twelve (12) months, may elect (subject to District approval) to work a four (4) day workweek of ten (10) hours each day during the period commencing the day after the close of instructional school year and ending the day before the opening of the instructional school year. Hours of work and overtime for such employees shall be as specified in Section 6.11 and subsections herein.

Section 6.2.

Employees assigned workdays of six (6) or more hours shall receive two (2) paid ten (10) minute rest periods. Such paid rest breaks shall occur during the middle of the half-shifts preceding and succeeding the scheduled lunch break as possible. Employees assigned three (3) or more hours per day shall receive one (1) paid ten (10) minute rest period occurring during the middle of the shift as possible. Employees assigned workdays in excess of four (4) hours per day shall be allowed, in addition to the above, a duty-free uninterrupted unpaid lunch period of not less than thirty (30) minutes, to be taken as near the middle of the workday as possible.

Section 6.3.

Any employee requested to work one (1) hour or more in a day or work a shift in any classification shall be paid at their current Schedule A year/step in that classification, provided that the employee is not paid less than their regular hourly rate. The higher rate of compensation, if applicable, shall continue for the duration of said request.

Section 6.3.1.

Employees who are assigned to work in a position on a lower pay scale shall receive their regular rate of pay (including overtime, if appropriate) for all hours worked in such a position. However, employees who voluntarily apply for and are granted a position on a lower pay scale in addition to their regular position shall be paid at their current Schedule A year/step for the new position.

Section 6.3.2.

Bargaining unit employees assigned to do the work of certificated staff pursuant to an emergency certification will receive the equivalent of the certificated position’s hourly substitute rate.

Section 6.4.

In the event busses are kept idle due to road restrictions, drivers of those busses shall receive their regular pay provided that they will perform a like amount of assigned District transportation service there for, subject to Sections 6.5 and 6.5.1. herein.

Section 6.5.

All employees shall receive a minimum of four and one-half (4½) hours compensation per day for no less than one hundred eighty (180) days in a school year (September 1 through August 31). Exceptions may be negotiated by the District and Union. The one hundred eighty (180) day guarantee shall not apply to a layoff occasioned by a reduction in force. If a bus driver's actual shift is less than four and one-half (4½) hours per day, the District may assign the employee for the remaining time to other duties on a cumulative basis, but generally weekly. Such "other duties" referred to in the preceding sentence shall be compensated at the employee's Schedule A position rate for the stated minimum of four and one-half (4½) hours.

The following allocations of time for bus drivers and the associated duties will be inclusive of the minimum shift; provided, however, that the District may increase the daily schedule worktime beyond the minimum shift for bus drivers whose assigned duties require such additional compensated time:

- Such duties will include up to one (1) hour per day for bus drivers to use in bus cleanup, warmup and service, and
- Thirty (30) minutes per week for driver's assigned a SpEd bus and forty-five (45) minutes per week for drivers assigned a full size bus will be provided for bus washing.

Section 6.5.1.

Notwithstanding Section 6.5, the District may hire new, dual assignment employees (example: three (3) hours as "Bus Driver" and one and one-half (1.5) hours as "Duty Paraeducator", subject to Article V herein. Such "example" employee would be protected by the 4.5/180 rule, but to be paid at the "Bus Driver" rate for three (3) hours and the "Duty Paraeducator" rate for one and one-half (1½) hours.

Section 6.6. Overtime.

All hours in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the employee's base hourly rate. All overtime hours must be pre-approved by District Administration.

Section 6.6.1.

Employees called for additional service, not part of the employee's normal work shift or workday, shall receive no less than two (2) hours pay at the regular rate as shown in Schedule A, provided the employee has left the assigned work site.

Section 6.6.2.

Paraeducators will be required to work four and a half (4½) hours on scheduled 11:30 am early release days.

Section 6.7. Extra Bus Trips.

All extra bus trips, for the coming week, shall be posted at a regular location, at least two (2) working days prior to the last working day of the week (the week preceding the extra trip). Drivers shall notify the lead driver, not later than noon (12:00 p.m.) of the last working day of the week (the week preceding the trip) of their intent to take the extra trip. A bus driver must reject a trip that will result in overtime pay (reference to Section 6.6). Any trip unfilled after a full rotation may be taken by a driver even if it results in overtime. Extra trips shall be assigned on a rotation basis among all bargaining unit bus

1 drivers. Any rejection will move the driver to the bottom of the rotation list as though the trip had been
2 taken. Drivers shall receive compensation for such extra trips at their regular hourly rate, as enumerated
3 on Schedule A herein.

4
5 **Section 6.7.1.**

6 Extra work related to mechanical service of a bus will be performed by the regularly assigned
7 driver of same unless such driver is unable to do so.

8
9 **Section 6.8.**

10 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
11 District will make every effort to notify each employee to refrain from coming to work. Employees
12 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
13 closure; provided, however, no employee shall be entitled to any such compensation in the event of
14 actual notification by the District of the closure prior to leaving home for work. If, due to inclement
15 weather, school operations start later than normal, non-essential employees will not be required to come
16 to work until the adjusted start time of the employee's shift.

17
18 Definition: essential employees are considered to be employees that work in the custodial and
19 maintenance classification.

20
21 **Section 6.8.1.**

22 On occasions, the District has the need to shorten employees' scheduled hours of work. Most
23 commonly these occasions are caused by day-to-day weather situations or early release of
24 students. For scheduled hours of work that are lost for these reasons, the District will provide the
25 opportunity for employee(s) to make up the lost hours before the end of each individual
26 employee's work year in order to provide the impacted employees the opportunity to make up the
27 hours of work directed by the District. Should employees utilize paid leave and during the same
28 school year work beyond their scheduled time, such employees have the option to restore the
29 paid leave utilized.

30
31 Employee may use emergency leave deducted from sick leave or personal leave to cover the late
32 start work time if the late start was unplanned.

33
34 **Section 6.9.**

35 Only employees, employed regularly as classified employees, will be used to fulfill all job assignments
36 for which compensation is paid, within their respective job classifications, unless no qualified employee
37 is available. There will be absolutely no exceptions to this except by prior written notification by the
38 District to the Union President and approval of the Union.

39
40 **Section 6.10. Compensatory Time Off.**

41 Employees may, at their option, request compensatory time off in lieu of overtime compensation or
42 payment for hours worked beyond the employee's normal work shift. Compensatory time, if granted,
43 may be accrued; provided, however that records shall be maintained and there must be a reasonable
44 expectation that the employee will be provided an opportunity to expend the accrued time. The District
45 shall not solicit employees to accept compensatory time in lieu of other compensation. Compensatory
46 time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one half (1 ½)
47 hours for each hour worked. Unused accrued compensatory time shall be cashed out on the final pay
48 warrant of each employee's annual work year.

Section 6.11. Four (4) Day Workweek.

Hours of work and overtime of employees assigned a four (4) day, ten (10) hours per day workweek.

Section 6.11.1.

The workweek shall consist of four (4) consecutive days commencing Monday or Tuesday, followed by three (3) consecutive days of rest: Friday, Saturday and Sunday; or Saturday, Sunday and Monday, as appropriate.

Section 6.11.2.

The shift shall be for ten and one half (10½) hours a day, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a twenty (20) minute first half and a twenty (20) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. EXCEPTION: Unless otherwise agreed to by the employee and the employee's supervisor.

Section 6.11.3.

Overtime provisions unique to employees assigned pursuant to Section 6.11.

Section 6.11.3.1.

Employees called back on a regular workday, or called on the fifth (5th), sixth (6th), or seventh (7th) day shall receive no less than two (2) hours pay at the appropriate rate, and if more than four (4) hours are worked under such circumstances, the employee shall receive an appropriate lunch period.

Section 6.12.

All transportation of Pioneer District students in a school bus shall be driven by a bargaining unit driver or substitute and shall not be contracted out unless approved in writing in advance by the Union.

Section 6.13.

"Standby Time" is defined as non-driving time, which includes time when the driver is on a trip, the vehicle is secure, the vehicle is stopped, the passengers are unloaded, and the driver must remain available (either in or near the vehicle or on or around the premises of an event) for any activity, including but not limited to supervision, constant or intermittent surveillance of the vehicle, emergency transportation, etc. On trips of less than four (4) hours, the driver shall be paid at the regular hourly rate for all hours.

Section 6.14.

Employees required to work additional days prior to the start of the school year shall have the additional days added to their annual work year.

ARTICLE VII

HOLIDAYS, LONGEVITY AND VACATIONS

Section 7.1. Holidays.

All employees shall receive the following paid holidays which fall within their annual work year. "Annual work year" is defined as between the first and last regularly scheduled day of work (it is understood that the one (1) day orientation/in-service held for employees prior to the beginning of school is not considered as the first day of the work year, however, bus drivers who begin driving (Shelton) high school runs before the Pioneer daily runs begin shall be considered to have begun their work year on the first day of the (Shelton) high school run.

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

Section 7.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday, or on approved paid leave, shall be eligible for pay for such unworked holiday.

Section 7.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays, unless the employee starts to work at 10:00 P.M. or thereafter on that date.

Section 7.1.3. Holidays During Vacation.

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

Section 7.2. Vacations.

Full time employees shall earn vacation in accordance with the following matrix:

<u>Vacation Days:</u>	<u>Full Time (Factor: 1.0):</u>
1-2 Years' Experience	8 Days Vacation
3-5 Years' Experience	10 Days Vacation
6-10 Years' Experience	15 Days Vacation
11-15 Years' Experience	20 Days Vacation
16-20 Years' Experience	25 Days Vacation
20+ Years' Experience	26 Days Vacation

Section 7.2.1. Definitions.

Section 7.2.1.1.

“Day of vacation” shall be the employee’s daily work shift hours in effect at the time the vacation is taken or paid.

Section 7.2.1.2.

“Full time” employees are defined as those employees working twelve (12) months, all other employees are defined as “less than full time”.

Section 7.2.2.

Full time employees shall use up to three (3) weeks of vacation leave, which shall be considered non-cumulative and if not used prior to August 31, will not carry over into the new school year. Vacation leave shall be scheduled at a time mutually agreed upon by the employee and the District, with no more than two (2) weeks to be used during the summer months, and up to an additional week, if available, to be used during the regular school year. Employees that generate more than three (3) weeks’ vacation leave annually pursuant to Section 7.2, shall have such additional unused vacation days cashed out with their August paycheck each year.

Section 7.2.3.

Upon written request of the employee and pre-approved by the District; employees may use a total of three (3) weeks’ vacation during the summer months, which will decrease or eliminate the week of vacation normally taken during the school year.

Section 7.3. Longevity.

Employees defined as less than full-time shall earn longevity pay in accordance with the following matrix:

Less Than Full-Time	
Experience	Factor X Base Pay
1-2 Years	6.46%
3-5 Years	8.05%
6-10 Years	10.71%
11-15 Years	12.83%
16-20 Years	14.96%
21-24 Years	16.02%
25+ Years	17.92%

Section 7.3.1.

Less than full time employees shall receive their longevity pay with their June paycheck.

Section 7.3.2.

Longevity pay is considered as compensation for years of experience and may not be used as leave. In the event of a catastrophic or life threatening illness of an employee or their immediate family member (spouse or children), which necessitates extended leave, all longevity pay will be converted to paid leave days for the employee, upon approval of the Superintendent.

1 **Section 7.3.3.**

2 In the event an employee leaves the District prior to the end of the school year, longevity pay will
3 be pro-rated based on days worked prior to the end of employment.
4

5
6
7 **ARTICLE VIII**

8
9 **LEAVES**

10
11 **Section 8.1. Sick Leave.**

12
13 **Section 8.1.1.**

14 Each employee shall accumulate one (1) day of leave for illness, injury and emergency
15 (hereinafter "sick leave") for each calendar month worked; provided, however, that no employee
16 shall accumulate less than ten (10) days of sick leave per school year. An employee who works
17 eleven (11) working days in any calendar month will be given credit for the full calendar month.
18 Sick leave shall be vested when earned and may be accumulated. The District shall project the
19 number of annual days of sick leave at the beginning of the school year according to the
20 estimated calendar months the employee is to work during that year. The employee shall be
21 entitled to the projected number of days of sick leave at the beginning of the school year. Sick
22 leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal
23 daily work shift. Employees sick leave shall be recorded and accounted for each month, based
24 on actual hours worked. Such record and accounting shall be a permanent record and available
25 to the employee upon reasonable request. For purposes of record and accounting, a "day of sick
26 leave" shall be the highest number of assigned hours of daily employment during the calendar
27 month. The accumulated benefits will be expended on an hourly rather than a daily basis.
28 Unused sick leave may be accumulated to the maximum allowed by current statute. After five
29 (5) consecutive days of illness, the District may require a doctor's certificate or reasonable
30 verification of the illness.
31

32 **Section 8.1.2.**

33 In the event employees are absent for reasons which are covered by Industrial Insurance, in
34 accordance with RCW 51.32.090, the employee:
35

- 36
- May elect to use sick leave or other applicable leave for all or part of their time loss to
37 supplement time loss compensation paid to them.
 - May elect to not use sick leave or other applicable leave to supplement their time loss
38 compensation.
39
- 40

41 **Section 8.1.3. Emergency Leave.**

42 Emergency leave is deductible from sick leave and is noncumulative. An emergency is defined
43 as a suddenly precipitated problem which is such a nature that preplanning was not possible or
44 could not have relieved the necessity for the employee's absence. Applications for emergency
45 leave must be made to the Superintendent as soon as possible.
46
47
48

1 **Section 8.1.4. Sick Leave Attendance Incentive Program.**

2 In January, of the year following any year in which a minimum of sixty (60) days of leave for
3 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
4 option to receive remuneration for unused leave for illness or injury accumulated in the previous
5 year at a rate equal to one (1) day monetary compensation of the employee for each four (4) full
6 days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury
7 for which compensation has been received shall be deducted from accrued leave for illness or
8 injury at the rate of four (4) days for every one (1) day's monetary compensation. This section
9 shall be pursuant to RCW 28A.400.210.
10

11 **Section 8.1.5.**

12 At the time of separation from school district employment, an eligible employee as defined by
13 RCW 28A.400.210(2) or the employee's estate shall receive remuneration at a rate equal to one
14 (1) day current monetary compensation for each four (4) full days accrued leave for illness or
15 injury pursuant to RCW 28A.400.210.
16

17 **Section 8.1.6.**

18 Each year up to two (2) days of sick leave may be used for paid time off upon pre-approval of the
19 District.
20

21 **Section 8.2. Leave for Bereavement.**

22 Each employee shall be entitled to five (5) days leave with pay for absence caused by death of an
23 employee's child, spouse, parent, step-parent, grandchild, grandparent, sibling, or parent-in-law. Such
24 bereavement leave shall not be deducted from sick leave and is noncumulative. One (1) day shall be
25 allowed for other relatives (e.g. aunt, uncle, niece) or a close friend, which shall be deducted from sick
26 leave.
27

28 **Section 8.2.1.**

29 Sick leave may be used to care for a child of the employee with a health condition that requires
30 treatment or supervision or for a spouse, parent, parent-in-law, grandparent, sibling or grandchild
31 of the employee who has a serious health condition or an emergency condition. Such leave may
32 be utilized up to the limit of accumulated sick leave days.
33

34 Child mean a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person
35 standing in loco parentis as applied in this Article.
36

37 Parent means a biological parent of an employee or an individual who stood in loco parentis to an
38 employee when the employee was a child as applied in this Article.
39

40 **Section 8.2.2. Family Medical Leave.**

41 Accrued sick leave may be used for illness of a qualifying dependent or family member pursuant
42 to State and Federal law.
43

44 **Section 8.3. Disability/Maternity/Paternity/Adoptive Parent Leave.**

45 An employee who becomes disabled/pregnant must notify the employee's supervisor upon medical
46 affirmation of her condition. Leave shall be granted, upon written request, from the employee.
47

48 Employees may use accumulated sick leave, per Section 8.1.1 above and in accordance with the Family

1 Medical Leave Act and the Washington State Leave Act. Employee must give one (1) month written
2 notice of intent to return to work. Every attempt shall be made to return employee to the same or similar
3 position held prior to the leave.
4

5 **Section 8.4. Judicial Leave.**

6 In the event an employee is summoned to serve as a juror, or is named as a codefendant with the District,
7 such employee shall receive a normal day's pay for each day of required presence in court. In the event
8 that an employee is a party in a court action, such employee may request a leave of absence.
9

10 **Section 8.5. Leave of Absence Without Pay.**

11
12 **Section 8.5.1.**

13 Upon recommendation of the immediate supervisor through administrative channels to the
14 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
15 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
16 granted due to extended illness, one (1) additional year may be granted.
17

18 **Section 8.5.2.**

19 The returning employee will not necessarily be assigned to the identical position occupied before
20 the leave of absence. The employee shall be reinstated to a position equivalent in duties and
21 salary to that held at the time the request for leave of absence was approved. Employees granted
22 leave of absence for purposes of illness/injury shall be returned from leave of absence, prior to
23 the planned expiration date, provided the District is given thirty (30) days written notice, subject
24 to Article IX. It will be the responsibility of the District to inform any replacement employee of
25 this provision at the time of hire.
26

27 **Section 8.5.3.**

28 The employee will retain accrued sick leave, vested vacation/longevity rights, and seniority
29 rights while on leave of absence. However, vacation/longevity credits, sick leave, and seniority
30 shall not accrue while the employee is on leave of absence; provided, however, that if such leave
31 is approved for extended medical illness or injury, seniority shall accrue.
32

33 **Section 8.6. Personal Leave.**

34 Employees shall be granted two (2) days personal leave per year. The scheduling of personal leave shall
35 be contingent upon pre-approval by the District. Unused personal leave may be carried over to the next
36 year. No more than two (2) days personal leave may be carried forward from year to year for a
37 maximum of four (4) days in any given school year. An employee may request in writing to cash out up
38 to two (2) days personal leave at the end of the school year in lieu of carrying over the days. Personal
39 leave cash out will be at the employee's current hourly rate of pay.
40

41 **Section 8.7. Leave Sharing.**

42 The District shall implement a sick leave sharing program pursuant to Section 28A.400.380 RCW which
43 considers the donating and receiving of sick leave on an individual employee basis.
44
45
46
47
48

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1.

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

Section 9.1.1.

Employees shall retain seniority accrued in any job classification previously worked in for at least one (1) year but shall not continue to accrue seniority in a previous classification after leaving that classification. The seniority date in an employee's current classification shall be the employee's original District hire date, provided the employee has worked in that classification for at least one (1) year. If an employee has worked in a new classification for less than one (1) year, their seniority shall apply (back to the original District hire date) in the previously held classification.

Section 9.1.2.

Tiebreaker: In cases of employees having the same seniority start date within the same general job classification the employee first offered and accepted the position, based on the time of notification to Human Resources, shall be designated as more senior. Should the immediately preceding sentence fail to determine the seniority ranking the matter shall be determined by the employee(s), with the greater number of accumulated Pioneer School District regular hours of employment shall be designated as more senior. Should the immediately preceding sentence fail to determine the seniority ranking the matter shall be determined by an assessment of education, experiences, and evaluation at the discretion of Human Resources Administration.

Section 9.2.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the hire date. During this probationary period the District may discharge such employee at its pleasure.

Section 9.3.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date exclusive of the provisions of the Grievance Procedure, Article XIII.

Section 9.4.

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

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as provided in Section 9.8.

1 **Section 9.5.**

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

- 3
- 4 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 5 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 6 United States; or
- 7 C. Time spent on other authorized leaves of absence not to exceed one (1) year, except as provided
- 8 in Section 8.5.1.
- 9

10 **Section 9.6.**

11 Seniority rights shall be effective within the general job classification. As used in this Agreement,

12 general job classifications are those set forth in Article I, Section 1.5.

13

14 **Section 9.7.**

15 The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation

16 periods, special services (including overtime), promotions, assignment to new or open jobs or positions,

17 hours of employment, and layoffs when ability and performance are substantially equal with junior

18 employees. If the District determines that seniority rights should not govern because a junior employee

19 possesses ability and performance substantially greater than a senior employee or senior employees, the

20 District shall set forth in writing to the employee or employees and the organization's grievance

21 committee chairman its reasons why the senior employee or employees have been bypassed.

22

23 **Section 9.7.1.**

24 In the event an open position is not filled by an employee within the general job classification of

25 said open position, the employee applicant with the earliest hire date, working in a different

26 general job classification shall have preferential rights to be assigned to the new or open position

27 when ability and performance are substantially equal with junior employees. If the District

28 determines that seniority rights should not govern because a junior employee possesses ability

29 and performance substantially greater than a senior employee or senior employees, the District

30 shall set forth in writing to the employee or employees and the organization's grievance

31 committee chair its reasons why the senior employee or employees have been bypassed.

32

33 **Section 9.8.**

34 Employees who change job classifications within the bargaining unit shall retain their hire date in the

35 previously held classification for a period of one (1) year (pursuant to the terms of Section 9.1.1.).

36

37 **Section 9.9.**

38 The District shall publicize within the bargaining unit the availability of open positions as soon as

39 possible after the District is apprised of the opening. A notice shall be posted on the Union bulletin

40 board.

41

42 The notice shall contain the following information.

- 43 1. Current position description of the position to be filled.
- 44 2. Date bidding shall close, but, in no case less than seven (7) working days from the date of posting.
- 45 3. Effective date of position to be filled.
- 46 4. Position to be filled is temporary or permanent.

47 "Open position" is defined as any position that will be open/vacant more than fifteen (15) working days.

48

Section 9.9.1.

When positions become open after the closing of the school year thereby creating the necessity for extraordinary effort to notify employees, the district shall notify employees via email and auto-call no later than fourteen (14) days prior to the "date bidding shall close".

Section 9.10.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in any classification in which they have accrued seniority. Names shall remain on the reemployment list for eighteen (18) months. It shall be the responsibility of the employee at time of layoff to notify the District of the position(s) the employee is qualified for and would accept in the event of a recall.

Section 9.11.

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

Section 9.12.

An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee does not comply with the requirements of Section 9.11, or if the employee does not respond to the offer of reemployment within five (5) working days. The offer of reemployment shall be in the form of a registered letter, containing a copy of the notice posted in accordance with Section 9.9, and shall be sent only to those employees who have complied with Section 9.10 and 9.11.

Section 9.13.

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

ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the grievance procedure hereinafter provided.

Section 10.1.1.

An employee shall be provided a copy of and the opportunity to answer any written, critical communication to the Board of Directors concerning performance or general conduct.

Section 10.2. Notification To Non-Annual Employees.

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

1 **Section 10.2.1.**

2 Should the District decide to discharge any non-annual employee, the employee shall be so
3 notified in writing prior to the expiration of the school year.

4
5 **Section 10.2.2.**

6 Nothing contained herein shall be construed to prevent the District from discharging an employee
7 for acts of misconduct occurring after the expiration of the school year.

8
9 **Section 10.2.3.**

10 Nothing contained in this section shall in any regard limit the operation of other sections of this
11 Article.

12
13 **Section 10.3.**

14 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees
15 two (2) weeks notice of intention to discharge.

16
17 **Section 10.4.**

18 In the event an employee exhausts their paid sick leave and personal leave and goes into Leave Without
19 Pay status, disciplinary action may be taken by the District. At the first offense the employee shall have
20 a meeting with the Principal and union representative to discuss the employee's leave status. At the
21 second offense, the employee shall receive a verbal reprimand. At the third offense the employee shall
22 receive a written reprimand. The fourth offense will result in a suspension/discharge. This section is in
23 accordance with District Policy 5281 and Section 10.1 of the Agreement.

24
25
26
27 **ARTICLE XI**

28 **INSURANCE AND RETIREMENT**

29
30
31 **Section 11.1.**

32 Employees projected to work based on the current eligibility requirements of the SEBB shall be eligible
33 to receive a District contribution for their selected benefits. The employer agrees to provide the
34 insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members
35 and their dependents as required by State law, the State Operating Budget, and the School Employees
36 Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all
37 eligible employees.

38
39 **Section 11.2.**

40 The District shall pay one hundred percent (100%) of State Industrial Insurance or its equivalent for all
41 employees subject to this Agreement. Except, employees shall pay that portion of medical and pension
42 as provided by statute.

43
44 **Section 11.3. Retirement.**

45 In determining whether an employee subject to this Agreement is eligible for participation in the
46 Washington State Public Employees' Retirement System, the District shall report all hours worked,
47 whether straight time, overtime, or otherwise.

ARTICLE XII

UNION MEMBERSHIP AND CHECKOFF

Section 12.1.

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington. Transmissions 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 12.1.1.

Should there be a deduction of Local/Chapter dues from employee's pay warrants, the District shall remit such dues directly to the Chapter Treasurer within thirty (30) days of the deduction of such dues.

Section 12.2.

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 Union. Upon receiving notice of the employee's authorization from the Union, the employer shall deduct from the employee's salary membership dues and remit the amounts to Public School Employees of Washington/SEIU Local 1948, 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 the Union. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

The Union agrees to defend, indemnify, and hold harmless against any and all claims, suits, orders, or judgments brought or issued against the District pursuant to proper implementation of this Article, entitled NAME.

Section 12.3.

The Employer will provide the Union at least ten (10) days' notice before any scheduled New Employee Orientation, and within forty-eight (48) hours in advance notification of the orientation will provide an electronic list of expected participants.

The Employer will provide the Union no less than thirty (30) minutes to make a presentation at the beginning of each New Employee Orientation. Employer representatives shall not be present during

the Union's presentation. The Union shall have the right to distribute materials, such as Union new hire packets, at the New Employee Orientation. If the meeting is conducted virtually, the Employer will provide the Union with a current personal email and phone number to reach each new hire, consistent with the New Hire Notification section above.

Section 12.4.

The Employer will provide the Union a monthly bargaining unit list transmitted electronically to membership@pseofwa.org and Chapter Membership Officer (or whomever is responsible for membership). Included will be those who are hired, rehired, reinstated, transferred into or out of the bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type (including retirement), and those added or deleted from the bargaining unit.

All should contain each bargaining unit employee's: name; employee number; classification; job title; work location; personal phone number; address; work and personal e-mail address; hourly rate of pay; hours worked; FTE; SEBB eligibility; gross pay; union dues paid; and language preference.

Section 12.5.

The District will notify the Union of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the Terms and Conditions of this Article.

Section 12.5.1. Local/Chapter Dues.

Should there be a deduction of Local/Chapter dues from employee's pay warrants, the District shall remit such dues directly to the Chapter Treasurer within thirty (30) days of the deduction of such dues.

Section 12.6. Committee on Political Empowerment (COPE).

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee, the amount of contribution the employee voluntarily chooses for deduction for political purposes to the Committee on Political Empowerment (COPE) and shall transmit the same to the Union on a check separate from the Union dues transmittal check. Section 12.9 (hold harmless language) of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State office, about the right to revoke the request.

Section 12.7. Hold Harmless.

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

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1.

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

1 **Section 13.2. Grievance Steps.**

2
3 **Section 13.2.1.**

4 The employee shall first discuss the grievance with the employee's immediate supervisor. If the
5 employee wishes, the employee may be accompanied by a Union representative at such
6 discussion. All grievances not brought to the immediate supervisor in accordance with the
7 preceding sentence within thirty (30) working days of the occurrence of the grievance shall be
8 invalid and subject to no further processing.

9
10 **Section 13.2.2.**

11 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
12 subsection, the employee shall reduce to writing a statement of the grievance containing the
13 following:

- 14
15 A. The facts on which the grievance is based;
16 B. A reference to the provisions in this Agreement which have been allegedly violated; and
17 C. The remedy sought.

18
19 The employee shall submit the written statement of grievance to the employee's immediate
20 supervisor for reconsideration within fifteen (15) working days following the discussion referred
21 to in Section 13.2.1 above. The employee shall submit a copy to the Superintendent or designee
22 and the Union President. The parties will have five (5) working days from submission of the
23 written statement of grievance to resolve it by indicating on the statement of grievance the
24 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

25
26 **Section 13.2.3.**

27 If no settlement has been reached within the five (5) working days referred to in the preceding
28 subsection, and the Union believes the grievance to be valid, a written statement of grievance
29 shall be submitted within fifteen (15) working days to the District Superintendent or the
30 Superintendent's designee. After such submission, the parties will have ten (10) working days
31 from submission of the written statement of grievance to resolve it by indicating on the statement
32 of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
33 sign it. If no settlement has been reached within the ten (10) working days referred to in this
34 section, then the Union shall have the option of advancing the grievance to EITHER
35 Section 13.2.4 OR Section 13.2.5, pursuant to the timelines included therein.

36
37 **Section 13.2.4.**

38 If no settlement has been reached within the ten (10) working days referred to in the preceding
39 subsection, and the Union believes the grievance to be valid, a written statement of grievance
40 shall be submitted within fifteen (15) working days to the District Board of Directors. After such
41 submission, the parties will have thirty (30) working days from submission of the written
42 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If
43 an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors
44 reserves the right to summon the employee for an oral statement of the grievance. The employee
45 reserves the right to appear before the Board of Directors to explain the grievance. At any
46 appearance before the Board of Directors, the employee may be accompanied by a Union
47 representative or designee. If a grievance is submitted to the District Board of Directors under
48 this Section, the decision of the Board shall be final and binding on the parties.

Section 13.2.5.

If no settlement has been reached within the ten (10) working days referred to in Section 13.2.3, and the Union believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation, or the application of this Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them.

Section 13.3.

The employer shall not discriminate against any individual employee or the Union for taking action under this Article.

ARTICLE XIV

WAGES AND EMPLOYEE COMPENSATION

Section 14.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all authorized time worked and benefits will be credited proportionately therefore.

Section 14.2.

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.

Section 14.2.1.

The base wage rates specified in Schedule A shall be improved by State-funded classified employee percentage increases in salaries in the month they become effective ("State pass-through"). If the State decides to fund classified employee salary increases in any manner other than the percentage increase method used in the past, the District and the Union shall meet to negotiate the manner in which the increases are to be applied to the salary schedule.

Section 14.2.2.

Payroll checks will be issued the last business day of each month.

Section 14.2.3.

Incremental step increases provided on Schedule A, where applicable, shall take effect the first day of the school year, provided that the employee was employed for six (6) months of the previous school year.

Section 14.2.4.

An employee who changes to a position having a higher rate of pay shall be placed on the same longevity year step on Schedule A in the new position within the bargaining unit.

1 **Section 14.2.5.**

2 When a classified employee with paid work experience from another Washington State K-12
3 public school district is hired by the District, the employee will be placed on Schedule A as
4 follows:

- 5
- 6 1. The District will conduct employment verification from the employee's most recent public
7 school district employer. If the District is unsuccessful in obtaining employment verification,
8 it is then the responsibility of the employee to work with the previous District to obtain the
9 employment verification in a format that is acceptable to Pioneer.
- 10
- 11 a. Pending receipt of the verification, the District will place the new employee on Step 1
12 of Schedule A. The District's recognition of prior experience, will be retroactively
13 pay at the higher rate of pay for all hours worked since being hired, within the current
14 school year.
- 15
- 16 2. Placement on Schedule A herein will be determined by years of verified public school
17 service, provided there has been no gap in service, excluding normal summer breaks. A gap
18 in service means that the new employee was employed by other than a public school district
19 in the state of Washington immediately prior to being employed by the District. Provided,
20 the District will recognize such prior experience only if that experience was in the same job
21 type and/or classification into which the new employee was hired. If the new employee is
22 accepting a position in a different classification then step placement will be at step 1 of
23 Schedule A.

24

25 If the District uses a different system for computing longevity for the purposes of salary
26 schedule placement the new employee will be granted the same placement as an employee in
27 the District with similar occupational status and total years of public school experience.

28

29 **Section 14.2.6.**

30 Effective September 1, 2022, all wages for Paraeducators, Custodial-Maintenance, and
31 Transportation will be increased by \$1.00. Effective September 1, 2022, Schedule A shall be
32 increased a total of nine percent (9%) for all classifications. Effective September 1, 2023,
33 Schedule A shall be increased by five percent (5%) or the IPD, whichever is greater. Effective
34 September 1, 2024, Schedule A shall be increased by four and a half percent (4.5%) or the IPD,
35 whichever is greater.

36

37 **Section 14.3.**

38 The parties agree that the following compensations shall be subject to the same conditions as Schedule A
39 specified salaries:

40

- | | | |
|----|-------------------------------|--|
| 41 | ○ Bus Driver Standby Rate | Substitute Pay (Year 1) |
| 42 | ○ Lead Bus Driver Rate | One dollar fifty cents (\$1.50) above on appropriate Schedule A rate |
| 43 | ○ Bargaining Unit Substitutes | Paid at the Year 1 (Base) rate on Salary Schedule A |
- 44

45 The Lead Bus Driver will not be required to create bus routes or do any other tasks related to routing, as
46 these duties will be performed by the Mason County Transportation Cooperative (MCTC). Should the
47 District determine that the MCTC cannot complete duties necessary to routing, these tasks may be given
48 to the Lead Bus Driver, who will be paid at \$2.50.

Section 14.4.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if practicable.

Section 14.5.

For purposes of calculating daily hours, time worked shall be rounded to the next one-tenth (1/10) hour.

Section 14.6.

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 rate paid by District policy for all employees of the District. It shall be the employee's responsibility to turn in a mileage claim.

Section 14.7.

Employees required to remain overnight on District business shall be reimbursed for meals and lodging based on current District policy, with administrative approval.

Section 14.8.

Employees taking part in required meetings and/or training programs shall receive their regular hourly rate for all required time involved in the directed activity.

Section 14.9.

For workshops required by the District, employees will be reimbursed for registration, mileage and other necessary expenses in addition to hourly compensation for all required directed activities.

Section 14.10.

The District shall pay for any costs not covered by insurance to the amount established or contracted for such purpose by the District at the beginning of each year for any physical examination required of the employee as a condition of employment.

Section 14.11.

Bus Drivers' DOT physical examinations required by Federal and/or State law shall be provided at no cost to the employee. The District shall have the right to designate a medical doctor to perform the required physical examination, provided that the District shall pay mileage.

Section 14.12.

The District shall pay all costs unique to the Commercial Drivers Licensing Program (C.D.L.), thereafter the District will pay for required testing not covered by driver acts.

Section 14.13.

The District shall pay the cost of tests required as a condition of continued employment.

Section 14.14.

Paraeducators who are regularly assigned to programs and/or positions for more than half of their day, which require the performance of special duty functions will be increased by two dollars (\$2.00) per hour while said assignment is in effect. Special duty functions are described as working with students who are aggressive and/or combative, need catheterization, have special hygiene functions, specialized medical procedures, and other specialized areas as identified by the District that exceed normally assigned job requirements. This increase does not apply to substitute employees.

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ARTICLE XV

STAFF DEVELOPMENT / TRAINING

Section 15.1.

The District shall make funding available for the purposes of District approved training and professional development for classified employees. Reimbursement shall be made for tuition, books, materials and travel expenses (only if the training is required by the District). Employees shall be responsible for applying for such funds at least ten (10) working days in advance of the beginning of the class. In granting or denying such requests, the District may consider staffing needs and the availability of substitutes. The District agrees to meet and/or consult with the Union to compile a list of approved courses/workshops/seminars to which these funds may be applied. Priority shall be given to requests for training which are directly related to the employee's current position with the District. Rates of pay for training and professional development activities shall be compensated as follows:

Section 15.1.1.

Employees who participate in any such training during normal work hours shall be compensated for all hours spent in such training at their regular rate of pay.

Section 15.1.2.

Employees who participate in such training which is required by the District shall be compensated at their regular rate of pay for all hours spent in such activities.

Section 15.1.3.

Employees who participate in all other (i.e., not required by the District AND not during regular working hours) District approved training and professional development shall be paid at the employee's regular rate of pay.

Section 15.1.4.

The District shall establish a training program either independently and in cooperation with other educational organizations directed at the academic areas for which the employee shall be tested as a condition of continued employment.

ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1.

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

Section 16.2.

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

1 **Section 16.3.**

2 This Agreement may be reopened and modified at any time upon mutual consent of the parties in
3 writing; provided, however, that the Agreement shall be reopened annually to renegotiate one (1)
4 additional item (other than Schedule A) chosen by each party, and to consider the impact of any
5 legislation enacted following execution of this Agreement which may arguably affect the Terms and
6 Conditions herein or create authority to alter personnel practices in public employment.
7

8 **Section 16.4.**

9 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
10 of this Agreement shall not be affected thereby.
11

12 **Section 16.5.**

13 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
14 State of Federal statutes or regulations promulgated pursuant thereto.
15

16 **Section 16.6.**

17 In the event either of the two (2) previous sections is determined to apply to any provision of this
18 Agreement, such provision shall be renegotiated pursuant to Section 16.3.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

PIONEER CHAPTER #912

BY: /signed by/
Kirsten Tratnick, Chapter President

DATE: July 27, 2022

PIONEER SCHOOL DISTRICT #402

BY: /signed by/
Jeff Davis, Superintendent

DATE: July 26, 2022

School Board Members:

/signed by/
Robert Clark

/signed by/
Dr. Susan Day

/signed by/
Richard Lee

/signed by/
Ellory Rowe

/signed by/
Dr. Stephanie Schlitz

Schedule A
Pioneer School District #402
September 1, 2022 – August 31, 2023

Longevity Rate	6.46% 0 - 2 YRS Step 1	8.05% 3 - 5 YRS Step 2	10.71% 6 - 10 YRS Step 3	12.83% 11 - 15 YRS Step 4	14.96% 16 - 20 YRS Step 5	16.02% 21 - 24 YRS Step 6	17.92% 25+ YRS Step 7
CUSTODIAL-MAINTENANCE							
Lead Custodian	\$19.06	\$19.44	\$19.82	\$20.96	\$21.33	\$21.72	\$23.48
Night Custodian	\$18.40	\$18.77	\$19.11	\$20.22	\$20.60	\$20.98	\$22.66
Maintenance	\$17.60	\$17.93	\$18.29	\$19.33	\$19.69	\$20.06	\$21.65
SECRETARIAL-CLERICAL							
Registrar/Secretary	\$19.19	\$19.59	\$20.00	\$21.22	\$21.62	\$22.04	\$23.88
Clerical Assistant	\$18.26	\$18.62	\$19.02	\$20.18	\$20.58	\$20.96	\$22.73
PARAEDUCATORS							
Library	\$18.80	\$19.17	\$19.53	\$20.67	\$21.06	\$21.42	\$23.16
All other Paras	\$17.82	\$18.17	\$18.52	\$19.58	\$19.95	\$20.31	\$21.92
TRANSPORTATION							
Bus Driver	\$22.15	\$22.58	\$23.02	\$24.38	\$24.83	\$25.27	\$27.33
Standby Rate	\$22.15	-	-	-	-	-	-
FOOD SERVICE							
Head Cook	\$19.90	\$20.31	\$20.72	\$21.98	\$22.43	\$22.85	\$24.78
Assistant Cook	\$18.44	\$18.81	\$19.16	\$20.29	\$20.67	\$21.04	\$22.77
Server/Helper	\$15.75	\$16.08	\$16.37	\$17.38	\$17.70	\$18.01	\$19.52
CERTIFIED ASSISTANT							
	\$19.39	\$19.78	\$20.13	\$21.29	\$21.69	\$22.09	\$23.86

Bus Driver Standby Rate will be paid at Step 1

Lead Bus Driver is paid at \$1.50 above the appropriate Schedule A rate

Lead Bus Driver is paid at \$2.50 above the appropriate Schedule A rate if required to do routing

Paraeducators required to do special duties will be paid at \$2.00 above the appropriate Schedule A rate

Schedule A

Pioneer School District #402

September 1, 2023 - August 31, 2024

Longevity Rate	6.46%	8.05%	10.71%	12.83%	14.96%	16.02%	17.92%
	0 -2 YRS	3 -5 YRS	6 - 10 YRS	11 - 15 YRS	16 - 20 YRS	21 -24 YRS	25+ YRS
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CUSTODIAL-MAINTENANCE							
Lead Custodian	\$20.01	\$20.41	\$ 20.81	\$ 22.01	\$ 22.40	\$ 22.81	\$24.65
Night Custodian	\$19.32	\$19.71	\$ 20.07	\$ 21.23	\$ 21.63	\$ 22.03	\$23.79
Maintenance	\$18.48	\$18.83	\$ 19.20	\$ 120.33	\$ 20.67	\$ 21.06	\$22.73
SECRETARIAL-CLERICAL							
Registrar/Secretary	\$20.15	\$20.57	\$ 21.00	\$ 22.28	\$ 22.70	\$ 23.14	\$25.07
Clerical Assistant	\$19.17	\$19.55	\$ 19.97	\$ 21.19	\$ 21.61	\$ 22.01	\$23.87
PARAEDUCATORS							
Library	\$19.74	\$20.13	\$ 20.51	\$ 21.70	\$ 22.11	\$ 22.49	\$24.32
All other Paras	\$18.71	\$19.08	\$ 19.45	\$ 20.56	\$ 20.95	\$ 21.33	\$23.02
TRANSPORTATION							
Bus Driver	\$23.26	\$23.71	\$ 24.17	\$ 25.60	\$ 26.07	\$ 26.53	\$28.70
Standby Rate	\$23.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FOOD SERVICE							
Head Cook	\$20.90	\$21.33	\$ 21.76	\$ 23.08	\$ 23.55	\$ 23.99	\$26.02
Assistant Cook	\$19.36	\$19.75	\$ 20.12	\$ 21.30	\$ 21.70	\$ 22.09	\$23.91
Server/Helper	\$16.54	\$16.88	\$ 17.19	\$ 18.25	\$ 18.59	\$ 18.91	\$20.50
CERTIFIED ASSISTANT	\$20.36	\$20.77	\$ 21.14	\$ 22.35	\$ 22.77	\$ 23.19	\$25.05

Bus Driver Standby Rate will be paid at Step 1

Lead Bus Driver is paid at \$1.50 above the appropriate schedule A rate

Lead Bus Driver is Ppaid at \$2.50 above the appropriate Schdule A rate if required to do routing

Paraeducators required to do special duties will be paid at \$2.00 above the appropriate Schedule A rate

Pioneer School District Board of Directors Approval Date -

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948, PIONEER CHAPTER #912 AND THE PIONEER SCHOOL
6 DISTRICT #402. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI,
7 SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9
10 The purpose of this Memorandum of Understanding is to commemorate in writing the understanding
11 between the District (Pioneer School District #402) and the Union (Pioneer Chapter #912) regarding
12 the name change of Secretaries.
13

14
15 **Agreement:**
16

17
18 The District and the Union have reached an agreement to update the job title of Secretary to
19 Administrative Assistant. It is important to note that this change in job title will not result in any
20 Secretary being classified as exempt. Additionally, all Secretaries who undergo this job title change
21 will continue to be considered as part of the bargained positions outlined in the Contract Bargaining
22 Agreement between Public School Employees of Washington and Pioneer School District.
23

24
25 This Memorandum of Understanding shall take effect on the date of the last signature below, shall expire
26 on August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.
27

28
29 PUBLIC SCHOOL EMPLOYEES OF
30 WASHINGTON / SEIU LOCAL 1948
31

32 PIONEER CHAPTER
33

PIONEER SCHOOL DISTRICT #402
34

35 BY: _____/signed by/
36 Kirsten Tratnick, Chapter President
37

BY: _____/signed by/
Jeff Davis, Superintendent
38

39 DATE: _____September 29, 2023
40

DATE: _____September 29, 2023
41
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AMENDMENT AND MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, PIONEER CHAPTER #912 AND THE PIONEER SCHOOL DISTRICT #402. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Background:

The safety of all employees is paramount when it comes to inclement weather conditions in which the school day is impacted. In the past, employees of this bargaining unit have been told to come in when it is safe. For some employees, in order for them not to lose pay, or who cannot make up the time, or who do not have enough leave to use, they have chosen to come to work when road conditions are dangerous.

Agreement:

The Pioneer School District #402 (District) and the Public School Employees of Washington 1948 Pioneer Chapter (Union) agree as follows:

This Memorandum of Understanding (MOU) allows classified employees who are represented by this Association to come in to work when the District has set a start time due to inclement weather. This includes occasions where school may be let out early due to inclement weather and unsafe road conditions.

When there is a two (2) hour late start or an early release due to inclement weather, classified staff will report two (2) hours after their "normal" start time with no loss of compensation. Likewise, if school is released early, before the end of the employees' "normal" end time, they will be allowed to leave with other staff with no loss of compensation.

This MOU shall take effect on the date of the last signature below and shall expire on August 31, 2025; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948
PIONEER CHAPTER #912

PIONEER SCHOOL DISTRICT #402

BY: Kristen Inatueck

BY: [Signature]

DATE: 11/15/23

DATE: 11/15/23

Schedule A

Pioneer School District #402

September 1, 2024-August 31, 2025

Longevity Rate	6.46%	8.05%	10.71%	12.83%	14.96%	16.02%	17.92%
Years Range	0 -2 YRS	3 -5 YRS	6 - 10 YRS	11 - 15 YRS	16 - 20 YRS	21 -24 YRS	25+ YRS
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7

[illegible]

Lead Custodian	\$20.91	\$21.33	\$21.75	\$23.00	\$23.41	\$23.84	\$25.76
Night Custodian	\$20.19	\$20.60	\$20.97	\$22.19	\$22.60	\$23.02	\$24.86
Maintenance	\$19.31	\$19.68	\$20.06	\$21.24	\$21.60	\$22.01	\$23.75

SECRETARIAL-CLERICAL									
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

Administrative Assistants	\$21.06	\$21.50	\$21.95	\$23.28	\$23.72	\$24.18	\$26.20
Clerical Assistant	\$20.03	\$20.43	\$20.87	\$22.14	\$22.58	\$23.00	\$24.94

PARAEDUCATORS									
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

Library	\$20.63	\$21.04	\$21.43	\$22.68	\$23.10	\$23.50	\$25.41
All Other Paras	\$19.55	\$19.94	\$20.33	\$21.49	\$21.89	\$22.29	\$24.06

TRANSPORTATION									
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Bus Driver	\$24.31	\$24.78	\$25.26	\$26.75	\$27.24	\$27.72	\$29.99
Standby Rate	\$24.31						

[illegible]

Head Cook	\$21.84	\$22.29	\$22.74	\$24.12	\$24.61	\$25.07	\$27.19
Assistant Cook	\$20.23	\$20.64	\$21.03	\$22.26	\$22.68	\$23.08	\$24.99
Server/Helper	\$17.28	\$17.64	\$17.96	\$19.07	\$19.43	\$19.76	\$21.42

Certified Assistant	\$21.28	\$21.70	\$22.09	\$23.36	\$23.79	\$24.23	\$26.18
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Bus Driver Standby Rate will be paid at Step 1.

Lead Bus Driver is paid at \$1.50 above the appropriate schedule A rate.

Lead Bus Driver is paid at \$2.50 above the appropriate Schdule A rate if required to do routing

Paraeducators required to do special duties will be paid at \$2.00 above the appropriate Schedule A rate.

Pioneer School District Board of Directors Approval Date --07/25/2023