

COLLECTIVE BARGAINING AGREEMENT BETWEEN
PROSSER SCHOOL DISTRICT #116

AND

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/
SEIU LOCAL 1948 – PROSSER CHAPTER**

SEPTEMBER 1, 2023 – AUGUST 31, 2025



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

PREAMBLE	1
ARTICLE I	1
RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II	2
MANAGEMENT RIGHT CLAUSE	2
ARTICLE III	3
RIGHTS OF EMPLOYEES	3
ARTICLE IV	5
RIGHTS OF THE ASSOCIATION	5
ARTICLE V	7
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	7
ARTICLE VI	7
ASSOCIATION REPRESENTATION	7
ARTICLE VII	8
HOURS OF WORK AND OVERTIME	8
ARTICLE VIII	13
HOLIDAYS AND VACATIONS	13
ARTICLE IX	15
CLASSIFIED PERSONNEL LEAVE	15
ARTICLE X	19
PROBATION, SENIORITY AND LAYOFF PROCEDURES	19
ARTICLE XI	22
DISCIPLINE AND DISCHARGE OF EMPLOYEES	22
ARTICLE XII	22
INSURANCE AND RETIREMENT	22
ARTICLE XIII	24
ASSOCIATION MEMBERSHIP, CHECKOFF AND POLITICAL ACTION COMMITTEE	24
ARTICLE XIV	26
GRIEVANCE PROCEDURE	26
ARTICLE XV	28
PROFESSIONAL DEVELOPMENT	28
ARTICLE XVI	32
WAGES AND EMPLOYEE COMPENSATION	32
ARTICLE XVII	35
TERM AND SEPARABILITY OF PROVISIONS	35
SIGNATURE PAGE	37
SCHEDULE A 2023 – 2024	38

1 **PREAMBLE**

2
3 Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this
4 constitutes an agreement between the employer, the School Board and the Public School Employees of
5 Washington/SEIU Local 1948.

6
7 The parties agree that it has been and will continue to be in their mutual interest and purpose to
8 promote systematic and effective employee-management cooperation, to confer and negotiate in good
9 faith in accordance with RCW 41.56.

10
11 **ARTICLE I**

12 **RECOGNITION AND COVERAGE OF AGREEMENT**

13
14
15 **Section 1.1.**

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

20
21 **Section 1.2.**

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

26 **Section 1.3.**

27 The Bargaining unit to which this Agreement is applicable shall consist of all classified employees in
28 the following job classifications: Maintenance and Custodial, Paraeducator and Clerks, Food Service
29 personnel, Transportation and other. Excluded: Supervisors, Secretaries, and Substitute employees.
30 Included by specific mention are classified seasonal employees and temporary employees in the
31 included classifications.
32

33 **Section 1.4. Temporary Employee.**

34 A temporary classified employee is one who is filling a position of a full-time or regular classified
35 employee who is on an approved leave of absence, or working in an unfilled position, or in a
36 temporary position created by the District for a position greater than ninety (90) workdays. Temporary
37 employees are subject to the following provisions of this Agreement: Article VIII (Holidays and
38 Vacations); Article IX (Classified Personnel Leave); Article XII (Insurance and Retirement); Article
39 XIII (Association Membership, Checkoff, and Political Action Committee); Article XIV (Grievance
40 Procedure). Temporary employees are paid at the first year rate of pay for the position as set forth in
41 Schedule A of this Agreement. Temporary employees will be paid on a monthly basis prorated based
42 upon the number of months to be worked in the temporary assignment. A temporary employee's final
43 pay will be made on the payroll in the final month of employment unless the temporary employee
44 works past the payroll cutoff date, in which case, final payment will be made in the following month.
45
46
47

1 **Section 1.4.1. Seasonal Employees.**

2 Seasonal employees shall be paid no less than Step I of Schedule A for hours worked in that
3 classification and are subject to all the provisions of Section 1.4. except Article X.
4

5 **Section 1.4.2.**

6 One-to-One Special Education Paraeducators are assigned to work individually with students
7 who need close supervision. This is an assigned position and may not be posted. Assignment
8 will be based on the recommendations of District administration and staff. One-to-One Special
9 Education Paraeducators may be assigned to additional duties as well as the one-to-one
10 supervision. One-to-One Special Education Paraeducators assignment may be reduced in time
11 and the assigned position may be eliminated at any time as students leave the District or the
12 student’s program or IEP changes, or to meet other District needs. One-to-One Special
13 Education Paraeducators will accrue seniority in the Paraeducator classification.
14

15 In the event the One-to-One Special Education Paraeducator position is eliminated, the One-to-
16 One Special Education Paraeducator may apply for other open positions in the Bargaining Unit
17 in accordance with Article 10.7 of this Agreement.
18

19 **Section 1.5.**

20 A regular full-time employee is one who is regularly employed for forty (40) hours per week for the
21 full twelve (12) -month calendar year.
22

23 **Section 1.6.**

24 A regular part-time employee is one who is regularly employed for less than twelve (12) months per
25 year or who is employed for less than forty (40) hours per week.
26

27 **Section 1.7.**

28 Substitute employees are persons filling regular or temporary positions normally held by another
29 person; or those persons filling a newly created regular or temporary position within the school district
30 until another employee can be hired for that position. After sixty (60) consecutive workdays, or
31 seventy-five (75) total workdays in a school year in the same position, the substitute will become a
32 temporary employee.
33

34 **Section 1.8.**

35 A replacement employee is a current employee who fills a position created by an employee on an
36 approved leave anticipated to extend more than forty-five (45) calendar days but does not exceed one
37 (1) year. As soon as the District receives written doctor’s notice of an extended absence the position
38 will be posted internally for two (2) business days.
39
40

41 **ARTICLE II**

42 **MANAGEMENT RIGHT CLAUSE**

43 **Section 2.1.**

44
45 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer
46 or District, except those which are clearly and expressly relinquished herein by the Employer shall
47 continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiation
48



1 with the Union either as to the taking of action under such rights or with respect to the consequence of
2 such action during the term of the Agreement. Such rights shall include, by way of illustration and not
3 by way of limitation, the right to:

- 4
- 5 1. Manage and control the District, its facilities, and its operations and to direct the working
6 forces and affairs of the Employer.
- 7
- 8 2. Continue its rights and past practice of assignment and direction of work of all its personnel,
9 and hours of work and starting times and scheduling of all foregoing, but not in conflict with
10 the specific provisions of this Agreement, and the right to establish, modify or change any work
11 or business or school hours or days.
- 12
- 13 3. Direct the working forces, including the right to hire, promote, suspend, and discharge
14 employees, transfer employees, assign work or extra duties to employees (if temporary and of
15 short duration), determine the size of the work force and to lay off employees.
- 16
- 17 4. Determine the service, supplies, and equipment necessary to continue its operations and to
18 determine the methods, schedules, and standards of operational production, the means,
19 methods, and processes of carrying on the work including contracting out of automation thereof
20 or changes therein; the institution of new and/or improved methods or changes therein.
- 21
- 22 5. Adopt, put into effect, and enforce reasonable rules and regulations.
- 23
- 24 6. Determine the qualifications of employees, including physical condition.
- 25
- 26 7. Determine the number and location or relocation of buildings, offices, and facilities, and layout
27 and equipment, and the work areas.
- 28
- 29 8. Determine the placing of operation production, service, maintenance or distribution or work
30 with contractors, and the source of materials and supplies.
- 31
- 32 9. Determine the policy affecting the selection, testing or training of employees, providing that
33 such selection shall be based upon lawful criteria.
- 34

35 **Section 2.2.**

36 The matters contained in this Article, except where specifically qualified elsewhere in this Agreement,
37 are not subject to further negotiations between the parties during the term of this Agreement and are
38 not grievable.

41 **ARTICLE III**

43 **RIGHTS OF EMPLOYEES**

45 **Section 3.1.**

46 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
47 exercise in the rights granted in RCW 41.56.

1 **Section 3.2.**

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

5 **Section 3.3.**

6 Employees subject to this Agreement have the right to have Association representatives or counsel
7 present at discussions between themselves and supervisors or other representatives of the District at
8 meetings which will adversely affect their employment status including grievance procedures.
9

10 **Section 3.4.**

11 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to
12 this Agreement on the basis of race, creed, sexual orientation, color, sex, religion, age, marital status,
13 or because of a physical handicap with respect to a position, the duties of which may be performed
14 efficiently and competently.
15

16 **Section 3.5. Evaluations.**

17 Annually, in the first three (3) years of employment, regular part-time employees shall be formally
18 evaluated by June 1, and regular full-time employees no later than August 1, by their supervisor
19 designated for evaluation purposes. After three (3) years of employment, if the employee's evaluation
20 is satisfactory or above, evaluations shall be done every other year, provided this does not prevent the
21 District from evaluating an employee exhibiting performance deficiencies every year. Probationary
22 employees shall be formally evaluated prior to the end of the probation period.
23

24 All evaluations shall be discussed with the employee. Within ten (10) business days of the evaluation,
25 the employee may attach their own comments to the evaluation. These comments shall become a
26 permanent part of the evaluation.
27

28 **Section 3.5.1. Unsatisfactory Evaluations.**

29 If a regular employee earns an Unsatisfactory in one or more parts of the evaluation, a Plan for
30 Improvement may be written by the supervisor. The Plan for Improvement will be conducted
31 for up to sixty (60) working days. The supervisor and the employee will meet to discuss and
32 implement the Plan for Improvement within thirty (30) days or at the start of the next school
33 year if the evaluation was conducted at the end of a school year for a less than two hundred
34 sixty (260)-day employee. The supervisor and employee will meet regularly to monitor the Plan
35 for Improvement.
36

37 If the employee remains Unsatisfactory in the same area(s) at the conclusion of the Plan for
38 Improvement, this may result in disciplinary action up to and including termination.
39

40 **Section 3.6. Personnel Files.**

41 Official personnel files of each employee will be kept in the District Administration Office. Each
42 employee shall have the right to see materials placed in their personnel file, provided the request is
43 made to the District Human Resource Office during normal working hours. Disciplinary materials
44 contained in the personnel file shall be removed upon request to the Superintendent three (3) years
45 after its placement in the file, provided there has been no repetitive conduct. This section shall not
46 apply to materials that must be retained under RCW 28A.400.301.
47

1 **Section 3.7. Seniority Lists.**

2 Seniority lists shall be made available each year by November 1st. Each seniority list shall list the hire
3 date as well as seniority date within each classification of each employee. A copy shall be provided to
4 the Association President prior to final distribution. The Association President shall have ten (10)
5 workdays to reconcile and notify the District of any errors to the Seniority List. Once the list has been
6 finalized, it shall be distributed to each building.

7
8 **Section 3.8.**

9 When the District requires an employee to be trained in First Aid/CPR (Cardio-Pulmonary
10 Resuscitation) or CPI (Crisis Prevention Intervention) training, the cost of the training shall be paid by
11 the District. If such training is required outside the workday, the District shall pay the employee for the
12 time in training. CPI (Crisis Prevention Intervention) training shall be offered to all Bus Drivers and
13 Bus Monitors.

14
15 **Section 3.9. Equipment and Clothing for Employee Safety.**

16 The District shall make every reasonable effort to provide specialized equipment needed to perform
17 work. Further, the District shall provide appropriate safety clothing and/or equipment as required by
18 regulation and/or statute in the areas of pesticide and chemical application and asbestos work and
19 abatement.

20
21 **Section 3.9.1. Medical Scrubs.**

22 The District shall provide scrubs for employees who work with medically fragile Special
23 Education Students.

24
25 **Section 3.10. Health Emergency Labor Standards Act (HELSEA).**

26 The District will comply with the Health Emergency Labor Standards Act to the extent required by
27 law. In addition, both parties agree to negotiate the impact of changes to working conditions due to
28 HELSA requirements after the declaration of a health emergency.

29
30 **ARTICLE IV**

31
32 **RIGHTS OF THE ASSOCIATION**

33
34
35 **Section 4.1.**

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

41
42 **Section 4.1.1 Privileged Communication.**

43 It is the fiduciary duty of PSE to act on behalf of the members it represents pertaining to
44 privileged communication regarding employment relations with the employer, this includes all
45 personnel matters, grievances, labor disputes, wages, rates of pay, hours of employment, all
46 working conditions and collective bargaining. The employer will follow all applicable laws
47 relating to privileged communication.



1 **Section 4.2.**

2 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
3 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
4 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any
5 District official or body arising out of grievance and to make known the Association's views
6 concerning the case.
7

8 **Section 4.3.**

9 The business representative for the Association may be permitted access to District property provided
10 that no interference with the work of employees shall result. The right of entry shall at all times be
11 subject to all rules applicable to non-employees. The business representative shall obtain prior
12 approval from the appropriate administrative or supervisory staff. The business representative shall
13 personally notify the Superintendent that the business representative will be in the District for a stated
14 period of time.
15

16 **Section 4.4. Bulletin Boards.**

17 The District may provide a bulletin board space in each school for the use of the Association. The
18 bulletins posted by the Association are the responsibility of the officials of the Association. Each
19 bulletin shall be signed by the Association official responsible for its posting. A copy of which shall be
20 provided to the Superintendent prior to posting in any District building. No derogatory, inflammatory,
21 or libelous materials of any type will be posted which could be construed to be detrimental to the
22 employee/employer relationship.
23

24 **Section 4.5.**

25 The Association shall be entitled to use, when available, the following District equipment for
26 Association Business: copiers, email, fax machines and computers. The Association shall pay the cost
27 of any consumable materials including paper, toner, etc. The Association will be required to follow the
28 appropriate District policies in effect when using any District equipment. The Association will be
29 allowed to use the in-District mail service, electronic mail or other communication service used to
30 communicate with classified employees, understanding that District computers are subject to public
31 disclosure and public records requests.
32

33 **Section 4.6.**

34 An integral part of each employee's tenure with the District is an understanding of this Agreement and
35 the role of the Association in the employment setting. As such, each new employee shall be offered the
36 opportunity to receive an overview of the Association and the Collective Bargaining Agreement by the
37 Association. This orientation meeting will be scheduled and conducted by the Association and
38 approved by the affected administrator/supervisor. The parties agree that it is highly beneficial for all
39 bargaining unit employees to receive a comprehensive new employee orientation as soon as possible,
40 of which shall occur no later than one (1) month after the employee is hired. This orientation session
41 shall be no less than thirty (30) minutes and will take place during the employee's workday, at a
42 mutually agreed upon time between the Association and District.
43

44 **Section 4.7.**

45 The President of the Association shall be emailed a copy of every board report packet.
46
47
48



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

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2.

It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices and procedures as they apply to classified employees.

Section 5.3.

The Association will, from time to time, as appropriate, be advised of current and predicted workload information.

Section 5.4.

All employees, upon request, shall be provided with a current job description for the position held. Changes to a job description shall be discussed with the Association.

Section 5.5.

The Association President shall have the opportunity to provide input to the school calendar.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association will schedule a labor management meeting with the Association President and a minimum of one (1) other member as needed, who will meet with the Superintendent of the District and/or the Superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters. The meeting shall occur during the workday of the President of the Association.

Section 6.2.

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. They may consult with the District on complaints without a grievance being made by an individual employee.

1 **Section 6.2.1.**

2 Association representatives, when leaving their work, shall first obtain permission from their
3 immediate supervisor. The supervisor's permission in these instances will normally be granted.
4 The employees will report their return to work to their supervisors.

5
6 **Section 6.2.2.**

7 Time during working hours will be allowed to Association representatives for attendance at
8 meetings with the District. Time will also be allowed for representatives to discuss with the
9 employees grievances and appropriate matters directly related to work situations in their area or
10 craft. Association representatives will guard against the use of excess time in the handling of
11 such matters.

12
13
14 **ARTICLE VII**

15
16 **HOURS OF WORK AND OVERTIME**

17
18 **Section 7.1.**

19 All new employees must begin on the first step of the salary schedule unless granted experience step
20 placement on the salary schedule, as follows:

21
22 Inter-District, within Washington: Comparable longevity and experience steps as provided by State
23 statute, RCW 28A.400.300(2).

24
25 **Section 7.1.1.**

26 The Superintendent and the PSE President shall meet and discuss appropriate placement, where
27 a need can be shown for recruiting for a specialist position and higher placement would be
28 necessary.

29
30 **Section 7.2.**

31 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday,
32 followed by two (2) days of rest (Saturday and Sunday). Each employee shall be assigned to a definite
33 and regular shift and workweek. Changes in shifts, or splitting of workloads between the buildings,
34 will occur only after consultation with the employee and normally a minimum of two (2) weeks' notice
35 to the employee.

36
37 **Section 7.2.1.**

38 A Lead Custodian shall be assigned to each school site. Selection will be made according to
39 seniority bidding procedures.

40
41 **Section 7.2.1.1. Paraeducator, Library Assistant & Food Service Contracted Days.**

42 Paraeducators and Food Service employees shall report to work one (1) day prior to the
43 official start of school. Library Assistants shall work three (3) days prior to the official
44 start of school, and two (2) days after the official end of school. Employees must work
45 the day(s) to be paid.

46
47 **Section 7.2.1.1.1.**

48 Paraeducators shall be provided adult height worktables.



1 **Section 7.3. Emergency School Closure & Delayed Opening.**

2 In the event that it becomes necessary to close or delay opening school(s) because of inclement
3 weather, Acts of God, health emergencies, or other emergency reasons, the District shall notify the
4 radio and television stations in the area by 6:00 AM and may use District notification system when
5 accessible.

6
7 This provision does not preclude the District from closing school(s) in the event an emergency
8 developed later in the day, if further evaluation of developing hazardous conditions warrants closure.
9 Employees will remain on duty until their students have been cleared from school properties.

10
11 **1. Delayed Opening:** In the event that the opening of school is delayed,

- 12
13 a. Maintenance/Custodial, Food Service, and Transportation employees need to arrive to work
14 as directed by the supervisor.
15
16 b. Employees shall drive as safely as possible to work and communicate with their supervisor
17 if they expect to be more than fifteen (15) minutes late.
18
19 c. All other employees shall report forty-five (45) minutes before the students arrive.
20
21 d. All employees will be allowed to leave work at the end of their regularly scheduled day
22 without loss of pay.
23
24 e. If an employee feels they are unable to report to work safely to work, the time will be
25 charged to personal leave, vacation, or it will be a day without pay at the employee's
26 discretion and will be designated on the monthly time sheet by the employee.

27
28 **2. Compensation and Benefits:**

29 On workdays when school is not in session because of conditions not within the control of the
30 District, no employee shall suffer loss of pay and shall not have such absence from work
31 charged against any leave provision unless otherwise required by law.

32
33 **3. Makeup School Days:**

34 When the District is required by law to make up days missed due to emergency closure;
35 scheduling of makeup days shall be scheduled by the District after receiving input from the
36 Association. Employees shall not receive additional compensation for such make-up days.

37
38 **4. School Closure:**

- 39
40 a. If school is closed due to inclement weather, the classification positions under Maintenance,
41 Transportation, and Custodial (two hundred sixty [260]-day employees) must report to
42 work. If, however, an employee feels they cannot report to work, the time will be charged
43 to personal leave, vacation, or it will be a day without pay at the employee's discretion and
44 will be designated on the monthly time sheet by the employee.
45
46 b. If school is closed due to inclement weather, less than two hundred sixty (260)-day
47 employees are not required to report to work. In the event the District fails to make said
48 radio, television, and website announcements one (1) hour prior to the time the employee

1 would ordinarily report for work, the District shall compensate such employee for two (2)
2 hours at base rate.

3
4 **Section 7.4. Transportation Contracted Time and Additional Time Worked.**

5 Shifts shall be established for transportation personnel in relation to the routes and driving times
6 necessary to fulfill the task assigned by the Transportation Supervisor.

- 7
8 A. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue
9 uninterrupted.
- 10
11 B. Employees will receive fifteen (15) minute pre-trip inspection for each run in their contracted
12 day.
- 13
14 C. Employees will receive then (10) minute post-trip and bus cleanup for each run in their
15 contracted day.
- 16
17 D. Employees who return early from their route must remain at bus lot and use that time to
18 perform other duties as assigned from the supervisor.

19
20 **Section 7.5.**

21 Work shifts which are more than five (5) consecutive hours shall include a minimum of thirty (30)
22 minutes of uninterrupted and unpaid lunch period as near of the middle of the shift as is practicable.
23 The regular workday shall include one (1) ten (10) minute rest period for each continuous four (4) hour
24 period of work.

25
26 **Section 7.6. Overtime.**

27 In the assignment of overtime, the District agrees to provide the employee with as much advance
28 notice as practicable in the circumstances. Normally, employees designated to work overtime on days
29 outside their regular workweek will be advised of the possibility prior to the end of the last shift before
30 the overtime commences.

31
32 **Section 7.6.1.**

33 Time worked over eight (8) hours within any one (1) day, except when working four (4) ten
34 (10)-hour days or other mutually agreed upon work schedule(s), shall constitute overtime. Time
35 worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek shall
36 be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.
37 Overtime on the seventh consecutive day (exclusive of holidays) shall be compensated at the
38 rate of two (2) times the employee's regular rate of pay.

39
40 **Section 7.6.2.**

41 Employees with the greatest seniority by department or building assignment shall ordinarily be
42 offered overtime first. Employees may refuse overtime unless the least senior employee is
43 unable to perform the work.

44
45 **Section 7.6.2.1. Inequitable Pay.**

46 Employees requested to work a temporary shift regularly filled by a higher
47 classification employee shall receive compensation equal to that normally received by
48 the employee in the higher classification subject to prior approval by the supervisor or

1 administrator. Employees shall be informed prior to assignment of temporary shift work
2 the rate of pay they will receive. Employees temporarily assigned to lower classification
3 assignments will retain their current pay. This provision goes into full force and effect
4 after employees have worked one (1) normal shift rotation outside their pay scale in the
5 same pay period.

6
7 **Section 7.6.2.2.**

8 Food Service employees who are interested in filling temporary vacancies to gain more
9 hours of work or learn different positions shall sign up on a designated list annually. For
10 all positions, this list shall be utilized before a substitute. Call for work to the interested
11 employees will be made on a rotational basis. The sign-up sheet will be initially ranked
12 by seniority. If the employee is unavailable, or has demonstrated previous poor
13 performance, the employee may be bypassed.

14
15 **Section 7.6.2.3.**

16 Regular employees may bid on any replacement employee position (as per Section 1.8.)
17 in accordance with Section 10.7. If the position is an increase in wages, hours, or both;
18 with the exception of Paraeducators who may only bid within their assigned building.
19 The replacement employee retains the right to return to their former position and their
20 position will not be posted but will be filled by a substitute for the duration; the choice
21 to utilize a substitute shall be at the discretion of the District. Any more than one (1)
22 movement would be at the District's discretion. See Section 10.8.1. regarding Bus
23 Drivers.

24
25 **Section 7.7. Extra Trips.**

26 All bus trips/runs other than regular daily scheduled runs shall be defined as extra trips and shall be
27 compensated at the rates in Schedule A for driving time. and standby time. The standby rate will be in
28 effect for the hours beyond the driver's regular contracted hours on the day of the trip. Extra trips shall
29 be assigned by seniority on a rotating basis from those regular drivers who sign up for extra trips and
30 who have passed a skill test. In the event that a driver refuses an extra trip, they will go to the bottom
31 of the list and not be eligible for a trip until their name rotates to the top of the list. In the event of
32 hazardous or unusual road conditions, the transportation supervisor may make driver assignments.

33
34 Bus Drivers must have a minimum of six and one-half (6½) hours off duty between completion of
35 extracurricular trip/field trips and the start of the morning routes.

36
37 Included in "extra trips" by specific mention are Vocational Agriculture day trips which require no
38 overnight stay at destination, and Ski Trips.

39
40 Skill test requirements shall be those items such as installing chains, which may be required of a driver
41 assigned to operate a school bus during adverse road conditions.

42 Extra trips will be assigned by the following priority:

- 43
44 1. Regular drivers, by rotating seniority;
45 2. Substitute drivers, by rotating seniority;
46 3. Other qualified drivers, only in the event that no regular or substitute driver is available.
47

1 Except in emergency situations, drivers shall not be utilized as chaperones on extra trips. Provisions
2 shall be made for drivers to sleep apart from students on overnight trips.

3
4 For trips of twelve (12) hours or more without an overnight stay, meals will be reimbursed at per diem
5 rates and taxable per IRS guidelines.

6
7 **Section 7.7.1. Transportation Annual Contract Time.**

8 Bus Drivers will be paid on a twelve (12) -month cycle. Pay will be based on estimated hours'
9 work each day. All employees are expected to work their minimum daily contracted hours
10 every day. Supplemental pay (overtime, extra trips, and time over the estimated run time) will
11 be paid monthly on a time sheet basis.

12
13 **Section 7.7.2. Trip Board Procedures.**

14 Trip board procedures will be given to each driver at the beginning of each school year. The
15 procedures will also be posted in the Transportation Department. Prior to any changes to the
16 trip board procedures the Association will be notified.

17
18 **Section 7.7.3. Van/Vehicle Use.**

19 When thirteen (13) students or less are involved in a trip, the District may utilize a van/vehicle,
20 driven by a Prosser School District employee, to transport those students. This section does not
21 prevent the District from assigning a Prosser School District Bus Driver to drive the
22 van/vehicle.

23
24 **Section 7.8.**

25 Hours worked outside the employee's scheduled shift shall be accrued as comp time, or overtime or as
26 hours worked for the pay and shall comply with the Fair Labor Standards Act (FLSA). The accrual and
27 use of comp time shall be approved by the administrator or program supervisor. Although, the
28 following may be used at the employee's discretion so long as three (3) calendar days prior notice is
29 given to the supervisor, unless this time is waived by the supervisor: day before Thanksgiving, day
30 before winter break and the last day of school. Comp time may not be used when students are in
31 school, unless the position does not require a substitute, but must be used by the last day of school or
32 the employee will be compensated for all unused hours in their July pay warrant.

33
34 **Section 7.9.**

35 When attendance is required by the District for in-service programs, District meetings, or other
36 required classes/training, employees shall be compensated at their hourly rate of pay, and any
37 fees/charges associated with the District required meetings shall be paid for by the District.

38
39 **Section 7.10.**

40 Kitchen Supervision will be provided by School District Cooks when any groups utilize District
41 Kitchen Facilities for the purpose of preparing food with the intent being to protect District facilities
42 and assure that kitchen equipment is safely operated. The District will determine when kitchen
43 supervision is needed.

44
45 **Section 7.11.**

46 The District agrees to pay the CDL renewal cost.

1 **Section 7.11.1.**

2 Each time a bus is in need of exterior washing the current standby-rate will be paid for all time,
3 (in half-hour increments) needed to complete the washing. Regular pre-trip procedures will be
4 paid at current contract rates. Standby time on extracurricular trips and driver training time
5 shall be paid at the standby rate.
6
7

8 **ARTICLE VIII**

9
10 **HOLIDAYS AND VACATIONS**

11
12 **Section 8.1. Holidays.**

13 All full-time employees shall receive the following paid holidays:

- | | | |
|----|---------------------------|---------------------------------------|
| 14 | 1. New Year's Day | 7. Labor Day |
| 15 | 2. Martin Luther King Day | 8. Veterans' Day |
| 16 | 3. Presidents' Day | 9. Thanksgiving Day |
| 17 | 4. Memorial Day | 10. Day after Thanksgiving |
| 18 | 5. Juneteenth | 11. Day before or day after Christmas |
| 19 | 6. Independence Day | 12. Christmas Day |
| 20 | | |

21
22 All less than full-time employees shall receive the following paid holidays:

- | | | |
|----|-------------------------------------------|---------------------------------------|
| 23 | 1. New Year's Day | 7. Labor Day |
| 24 | 2. Martin Luther King Day | 8. Veterans' Day |
| 25 | 3. Presidents' Day | 9. Thanksgiving Day |
| 26 | 4. Memorial Day | 10. Day after Thanksgiving |
| 27 | 5. Juneteenth (Active Payroll Only) | 11. Day before or day after Christmas |
| 28 | 6. Independence Day (Active Payroll Only) | 12. Christmas Day |
| 29 | | |

30
31 **Section 8.1.1.**

32 Eligible employees shall receive pay equal to their normal work shift at their regular rate in
33 effect at the time the holiday occurs. Employees who are on the active payroll assigned to work
34 the day before and the day after the holiday, and not on leave of absence, shall be eligible for
35 pay for such unworked holiday. Exception: Personal Leave may not be used to extend a
36 holiday period unless preapproved by the Superintendent.
37

38 **Section 8.1.2. Worked Holidays.**

39 Employees who are required to work on the above described holidays shall receive the pay due
40 them for the holiday, plus one and one-half (1½) their base rate for all hours worked on such
41 holidays.
42

43 **Section 8.1.3. Holidays During Vacation.**

44 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
45 take one extra day of vacation with pay in lieu of the holiday as such.
46



1 **Section 8.1.4.**

2 Holidays paid for but not worked shall not be recognized as time worked for the purpose of
3 determining weekly overtime.
4

5 **Section 8.1.5.**

6 Per RCW 1.16.050. Employees are entitled to two (2) unpaid holidays per calendar year for
7 reasons of faith or conscience or for organized activities of a religious denomination, church, or
8 religious organization as per State Law. The District shall allow an employee to take an unpaid
9 holiday unless the employee’s absence would impose an undue hardship on the employer, or
10 the employee is necessary to maintain public safety. The Office of Financial Management must
11 establish a definition for undue hardship.
12

13 **Section 8.1.6.**

14 All employees in the Paraeducator and Clerks and Food Service classification will be released
15 when all bus duties are completed on the day before Thanksgiving, the day before Winter
16 Break and the last day of school. All other classifications shall receive a floating holiday that
17 may be used at the employee’s discretion no later than August 31. This holiday may be cashed
18 out at the employee’s full rate of pay if submitted by August 10 and paid at the end of August.
19

20 **Section 8.2. Vacations.**

21 Only regular full-time employees earn paid vacation at the following rates:
22

<u>YEARS COMPLETED</u>	<u>VACATION</u>
0 – 1 years	Five (5) days
1 – 2 years	Ten (10) days
3 – 5 years	Fifteen (15) days
6 – 9 years	Seventeen (17) days
10 – 15 years	Twenty (20) days
16 – 19 years	Twenty-three (23) days
20 + years	Twenty-five (25) days

31
32 Experience for earned vacation shall be granted on September 1 of each year.
33

34 Even though vacation time is front-loaded at the beginning of the year, earned vacation time shall
35 accrue on a monthly basis from the date of employment by the District. Employees who work in excess
36 of 1,040 hours in their first year of employment shall be given credit for a full year of experience with
37 respect to earned vacation rates.
38

39 Earned vacation credit may be expended in one-half (1/2) hour increments.
40

41 **Section 8.2.1.**

42 All hours worked will be counted in the computation of vacation credit, and hours worked at
43 premium rates shall be counted as straight-time hours in such computation. For every regular
44 workday from which an employee is absent due to a holiday, or compensated leave, the hours
45 of the employee's normal work shift shall be credited as if worked.
46



1 **Section 8.2.2.**

2 Time on layoff and time on authorized leave of absence will be counted as continuous service
3 for the purpose of establishing and retaining eligibility dates.
4

5 **Section 8.2.3. Full-Time Vacation Entitlement and Carryover.**

6 Vacation credit should be used during the year in which it was earned. A maximum of ten (10)
7 days may be carried over to the following year; provided, however, no employee shall be
8 denied accrued vacation benefits due to District employment needs. Vacation time will be
9 assigned according to seniority when requests are made by May 1 to the supervisor, and will
10 normally be taken during the summer months, unless otherwise agreed to by the District and
11 the employee. After May 1, vacation requests will be granted on a first come, first serve basis.
12 Employees in positions crucial to the maintenance and repair of school buildings, buses, and
13 equipment shall take a maximum of two (2) weeks' vacation during the summer. Vacation may
14 only be taken during Christmas break and Spring break with the prior approval of the
15 supervisor.
16

17
18 **ARTICLE IX**

19
20 **CLASSIFIED PERSONNEL LEAVE**

21
22 Provisions for absence from work with pay will be granted under the following terms.
23

24 **Section 9.1.**

25 Each employee shall accumulate twelve (12) days of sick leave per year for illness or injury. Sick
26 leave shall be vested when earned and may be accumulated up to the maximum allowable under State
27 law. The District shall project the number of days due to each at the beginning of each school year and
28 give the employee an accounting of their current sick leave balance. Sick leave benefits shall be paid
29 on the basis of the employee's hourly rate applicable to the employee's normal daily work shift at the
30 time the sick leave is taken.
31

32 **Section 9.1.1. Sick Leave Attendance Incentive Program.**

33 In January of the year following any year in which a minimum of sixty (60) days of leave for
34 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
35 option to receive remuneration for unused leave for illness or injury accumulated in the
36 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
37 four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness
38 or injury for which compensation has been received shall be deducted from accrued leave for
39 illness or injury at the rate of four (4) days for everyone (1) day's monetary compensation. Any
40 employee who uses three (3) days or less of sick leave during the school year will be paid one
41 (1) extra day's pay with their last paycheck of the contract year.
42

43 **Section 9.1.2.**

44 At the time of separation from school district employment due to retirement or death, an
45 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)
46 day's current monetary compensation for each four (4) days accrued leave for illness or injury.
47



1 **Section 9.1.3.**

2 If an employee is absent for five (5) or more consecutive workdays, a doctor’s note will be
3 required releasing an employee back to work.
4

5 **Section 9.1.4. Leave Sharing.**

6 Leave sharing shall be governed by RCW 28A.400.380 and WAC 392-126-080 and WAC 392-
7 126-085 subject to the following:
8

- 9 1. Only whole day leave segments may be transferred.
- 10
- 11 2. Unused shared leave shall be returned to the employee. If there are multiple donors, the
12 time will be used on a first in first used basis and returned on a last in first returned
13 basis.
- 14
- 15 3. The employee donating sick leave cannot reduce their sick leave balance below twenty-
16 two (22) days. The employee donating annual vacation leave cannot reduce their annual
17 vacation leave balance below ten (10) days.
- 18

19 **Section 9.2. Family Medical Leave Act.**

20 Family illness leave is provided pursuant to the Family Medical Leave Act. Employees shall be
21 provided with an aggregate of twelve (12) weeks of accumulated sick leave and unpaid leave of
22 absence for illness within the employee’s immediate family for a serious health condition requiring
23 full-time or part-time attention by the employee. All FMLA leave will run concurrently with the
24 employee’s use of accumulated sick leave until all sick leave is exhausted.
25

26 When the sick leave accumulation has been exhausted, then all remaining days of FMLA leave may be
27 taken concurrently with other paid leave at the employee’s discretion. If this employee has no other
28 paid leave available or chooses not to use other paid leave, the FMLA leave will be without pay.
29

30 **Section 9.3.**

31 In the event of death in an employee’s or spouse’s immediate family*, the employee shall be allowed
32 up to three (3) days with pay for in-state, and five (5) days for out-of-state. An employee shall be
33 allowed up to one (1) day with pay to attend the funeral of a close friend. The employee will minimize
34 the impact on the Districts operations by limiting such absence to the actual time necessary to attend
35 the service. In the event of special circumstances, additional days may be granted upon request to the
36 Superintendent. Such bereavement leave shall not be deducted from sick leave.
37

38 *Immediate Family to mean: Spouse, spouse's grandparents, parents, children, stepchildren, daughter-
39 in-law, son-in-law, stepparent, grandparent, grandchild, parent-in-law, and siblings of the classified
40 employee. The District will recognize the Domestic partnership as defined in RCW 26.30.
41

42 **Section 9.4. Personal Leave.**

43 Every employee shall have three (3) days with full pay each year except that employees hired after
44 January 31 will receive two (2) days for that school year. An employee may carry over one (1) paid
45 personal leave day. No more than two (2) personal leave days may be used consecutively. Personal
46 leave will not be used to extend holidays and vacations, except in special circumstances with
47 permission from the employee’s supervisor. Such leave may not be used by probationary employees.
48 Employees hired on or before September 1, 1984, shall receive one (1) additional non-cumulative day



1 of personal leave. Employees may cash out annually up to three (3) days of personal leave at full pay,
2 with notification to the District by August 10th for payment at the end of August.

3
4 **Section 9.4.1.**

5 For reasons of verifiable emergency, one (1) day with full pay per year is allowed. Such
6 emergency leave shall be deducted from sick leave. Leave provided for in Section 9.4. must
7 first be exhausted before using this leave.

8
9 **Section 9.5. Jury Duty.**

10 In the event an employee is selected for duty on a jury, or a subpoena is issued to an employee to
11 appear as a disinterested party or witness in a court of law, the employee shall be reimbursed for any
12 loss of salary incurred while performing such services. This does not include travel allowance.

13
14 **Section 9.6.**

15 The District shall reimburse for out-of-pocket cost to Bus Drivers, a maximum of fifty dollars (\$50.00)
16 for compulsory physical examinations required by the State. The District will pay the actual cost of
17 any physical examination required by the District. However, if an Occupational Clinic contracted by
18 the District is used, the complete cost of the compulsory physical examination required by the state
19 would be paid by the District.

20
21 **Section 9.7. Leave of Absence.**

22 Upon recommendation of the immediate supervisor, and approval by the Board of Directors, an
23 employee may be granted a leave of absence for a period of one (1) year for an approved course of
24 study, family emergency or health reasons. Leaves of absence will not be considered for personal
25 travel or the pursuit of temporary alternate employment; provided, however, if such leave is granted
26 due to extended illness, one (1) additional year may be granted. The returning employee will be
27 assigned to a comparable position within the District, the same or similar to that occupied before the
28 leave of absence. Employees hired to fill the position of the person on leave will be hired for a specific
29 temporary period of time and will be subject to all provisions of this Agreement. The employee on
30 leave will retain accrued sick leave, vested vacation rights, and seniority rights while on leave;
31 however, these rights will not continue to accrue while the person is on leave. There will be no early
32 return from a leave without District approval.

33
34 **Section 9.8. Maternity Leave.**

35 Upon application for maternity leave, the District shall grant such time as necessary as the employee
36 and her medical advisor deem necessary. Employees granted maternity leave must return to work no
37 later than one (1) year following the granting of the leave. Employees granted maternity leave may, at
38 their option, be allowed compensation for maternity leave in accordance with Section 9.1. to a
39 maximum of sixty (60) days for sick leave. Before returning to work, the employee must be certified
40 by her physician as able to return to work.

41
42 **Section 9.9. Paternity Leave.**

43 A male employee, upon request, shall be granted up to three (3) days leave, with pay, on or about the
44 date of the birth of his child.

45
46 **Section 9.10.**

47 All leave provisions contained in this Agreement shall be in accordance with District procedures.
48 Employees taking unauthorized leave may be subject to discipline and/or discharge.

1 **Section 9.11.**

2 Employees shall be authorized leave for military reserve or National Guard annual active duty for
3 training. Reimbursement for approved military leave shall not be required.
4

5 **Section 9.12. Unpaid Leave.**

6 All unpaid leave must be approved by your immediate supervisor and the Superintendent. All unpaid
7 leaves will be deducted from the next available paycheck.
8

9 **Section 9.13. Washington Paid Family and Medical Leave (PFML).**

10 The District will implement the provisions of Washington Paid Family Medical Leave Act in
11 accordance with the law and applicable regulations and the terms included in this agreement. Up to
12 twelve (12) weeks of PFML may be used to care for the employee's self or family experiencing an
13 illness or medical event, including pregnancy disability or to bond with a child within twelve (12)
14 months after birth or adoption. Employees are required to file a claim for PFML benefits with the
15 Employment Security Division to determine eligibility.
16

17 To qualify for PFML, employees must work eight hundred twenty (820) hours or more in the
18 qualifying period, which shall be defined as the first four (4) of the last five (5) completed calendar
19 quarters starting from which the employee makes their claim for benefits.
20

- 21 1. The weeks/days of the benefit periods for PFMLA shall be counted only for workdays
22 exclusive of weekends, holidays, and school breaks.
23
- 24 2. Leave periods under the PFMLA will run concurrently as allowed by law with any contractual,
25 federal, or state leaves at the employee's election.
26
- 27 3. Benefits may be extended as follows:
28
 - 29 a. Up to fourteen (14) weeks for a serious condition during pregnancy that results in
30 incapacity.
31
 - 32 b. Up to sixteen (16) weeks for combined medical and family leave.
33
 - 34 c. Up to eighteen (18) weeks for events involving both of the above conditions.
35
- 36 4. An employee may choose to, but shall not be required to, exhaust all or part of their sick leave
37 or other negotiated paid leave benefits before using leaves provided by Washington Paid
38 Family Medical Leave Act.
39
- 40 5. When accessing PFMLA insurance, an employee may use accumulated sick leave to make up
41 the difference between the PFMLA benefit and the employee's regular compensation.
42
- 43 6. Continuation of the District's contribution to an employee's insurance benefits for up to twelve
44 (12) weeks is guaranteed in any situation that falls under the use of family PFMLA.
45
- 46 7. The employee shall be returned to their same position upon return to work.
47
48

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

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

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 10.2.

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

Section 10.2.1.

Each probationary employee who was hired into a new position either within their current classification or into a position in another classification will remain in probationary status to be extended in the new position for a period of not more than forty-five (45) additional consecutive workdays.

Section 10.3.

Employees will be subject to all rights and duties contained in this Agreement starting with their hire date.

Section 10.4.

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

- A. Resignation from the District;
- B. Discharge for justifiable cause;
- C. Retirement;
- D. Twelve (12) consecutive months of layoff;
- E. Change in classification within the bargaining unit; or
- F. Employees who change job classifications within the bargaining unit at the District's direction shall retain their seniority in the previous classification for a period of ninety (90) workdays.

Section 10.5.

Seniority rights shall not be lost nor accrue for the following reasons, without limitation:

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

Section 10.6.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

1 **Section 10.7.**

2 The employee with the earliest hire date shall have ABSOLUTE seniority rights regarding vacation
3 periods and special services (including overtime). The employee with the earliest hire date shall have
4 PREFERENTIAL seniority rights regarding promotions, assignments to new or open jobs or positions,
5 and layoffs when ability and performance are substantially equal to junior employees, and regarding
6 SHIFT SELECTION WHEN OPEN POSITIONS EXIST.

7
8 If the District determines that seniority rights should not govern because a junior employee possesses
9 ability and performance substantially greater than a senior employee or senior employees, the District
10 shall set forth in writing, to the employee or employees and the organization's conference committee
11 chairperson its reasons why the senior employee or employees have been bypassed.

12
13 **Section 10.7.1. Seniority Ties.**

14 In any case where seniority is equal, the employee with the earliest hire date will have seniority
15 in their classification. In the event of a further tie, the employee with the earliest date of
16 application for District employment shall have seniority. All employees with the same
17 application date will have seniority determined by drawing lots.

18
19 **Section 10.8.**

20 The District will determine if a vacated position is to be filled. Within ten (10) business days of the
21 District's determination to fill an open position, the District shall post the position and notify the
22 Chapter President of the posted position. The District shall publicize the open position concurrently
23 both internal and external to the District. The open position shall be advertised for a minimum of five
24 (5) business days before a selection is made. The selection shall be made in accordance with Section
25 10.7. above. Once a candidate is selected, the candidate will be placed in the position within twenty
26 (20) business days of the selection. The District is responsible for assuring all jobs are posted on the
27 District's website. Business days are defined as days the District Administrative office is open for
28 business.

29
30 **Section 10.8.1.**

31 If a regular driver fills a temporary position, their position will be posted as a temporary
32 position and filled by a qualified regular employee or a substitute driver.

33
34 All regular drivers affected by a temporary move will return to their former positions and
35 appropriate rates of pay when the temporary position has expired.

36
37 **Section 10.9.**

38 Layoff shall be by seniority within the job classification. In the event of layoff, employees so affected
39 are to be placed on a re-employment list maintained by the District according to seniority ranking.
40 Such employees are to have priority in filling an opening in the classification held immediately prior to
41 layoff. Names shall remain on the re-employment list for one (1) year; provided, however, that the
42 employee is competent in their job and can satisfactorily perform the work required. Employees who
43 have been laid off must maintain a current up-to-date address with the District to be considered for
44 recall. Employee recall rights shall be forfeited by failure to maintain a current address. If employees
45 do not respond to offer of re-employment within three (3) workdays, rights to re-employment are
46 forfeited.

1 The term “layoff” as used herein refers to the action of the District to reduce the number of employees
2 in the District over and above attrition and due to demonstrated financial reasons, including:

- 3
- 4 1. Staff reduction necessitated by enrollment decline.
- 5 2. Failure of special levy elections or other events resulting in a significant reduction in revenue.
- 6 3. Discontinuance of programs.
- 7

8 **Section 10.9.1.**

9 Employees on layoff shall retain their seniority and accrued benefits except for insurance
10 benefits for purposes of recall for a period of one (1) year. Any employee on layoff for more
11 than one (1) year shall lose their seniority layoff eligibility and any further rights under this
12 provision. A written letter of intent to remain on the list must be on file in the Human
13 Resources Department by June 1 each year.

14

15 **Section 10.10. Recall.**

16 When openings within the bargaining unit occur, employees on the re-employment list will be given
17 the opportunity to fill the open position after the position has first been offered to regular employees.
18 They shall be called in order of seniority for a position for which they meet the qualifications and the
19 needs of the District. No substitute employee will be offered a regular position before a qualified
20 employee in layoff status. Notices of recall shall be either sent by certified or registered mail to the last
21 known address as shown on District records, by telephone to the last known telephone number shown
22 on District records, or by personal contact with the employee’s signature. The recall notification shall
23 state the assignment, time, and date on which the employee is to report back to work. It shall be the
24 employee’s responsibility to keep the District notified as to their current mailing address and telephone
25 number. A recalled employee shall be given three (3) workdays to notify the District of their intention
26 to return to work.

27

28 **Section 10.10.1.**

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

31

32 **Section 10.10.2.**

33 Employees offered reemployment shall be notified in writing by certified mail. Such employee
34 shall have ten (10) calendar days to respond to the offer. If the employee fails to respond within
35 the timeframe, they will forfeit employment rights.

36

37 **Section 10.11.**

38 The District will inform in writing and verbally explain to employees that insurance benefits can be
39 maintained during layoff, provided the employee pays the premium.

40

41 **Section 10.12.**

42 Employees who have been laid off will be given the opportunity to substitute and will be paid at the
43 substitute rate. Employees who wish to substitute must notify the District and upon such notification
44 will be called to substitute in positions for which they are qualified. Employees who refuse such
45 employment will be responsible to notify the District when they wish to be considered for future
46 assignment.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

23
24
25
26
27

Section 11.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. The District recognizes the following forms of progressive discipline: Verbal reprimand, written reprimand, suspension, and termination. The District may implement progressive discipline as appropriate to the conduct of the employee.

Section 11.1.1. Investigatory Interviews/Disciplinary Actions.

In the event formal investigatory interviews are to be conducted, each employee has the right to the following information prior to such interview:

- A. Written notice twenty-four (24) hours, one (1) workday prior to any meeting.
- B. The District reserves the rights to bypass the twenty-four (24) hour notice if the accusations are severe in nature.
- C. Purpose of meeting.

28
29
30
31
32
33
34
35
36
37

Section 11.2.

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

Section 11.2.1.

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

Section 11.2.2.

The District normally will give employee's two (2) weeks' notice of intention to discharge or layoff.

38
39
40
41
42
43
44
45
46
47

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. SEBB.

Beginning January 1, 2020, and each year thereafter, the parties agree to abide by the provisions of ESHB 1109 which has mandated the creation of the School Employees Benefit Board (SEBB). The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits' Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

1 The parties acknowledge that all previous provisions regarding employee health care coverage sunsets
2 with the implementation of the SEBB. The parties also acknowledge that there will continue to be
3 unanticipated impacts as SEBB is implemented. The parties agree to meet and confer about the impacts
4 of the implementation of SEBB through labor management.

5
6 **Eligibility**

- 7 • SEBB health care plans are available for individual employees who work a minimum of six-
8 hundred thirty (630) hours or are anticipated to work six-hundred thirty (630) hours or more in
9 a year.

10
11 **Programs**

12 The regionally accessible health care programs provided by SEBB carriers will be available to
13 employees and will include:

14
15 **Required** (100% covered premium)

- 16 • Vision
- 17 • Dental
- 18 • Basic Life
- 19 • Long Term Disability
- 20 • AD&D Insurance

21
22 **Voluntary**

- 23 • SEBB medical plans

24
25 **Other Benefits**

26 Flexible Spending Arrangement, Health Savings Accounts, Dependent Care Assistance, and other
27 voluntary employee paid SEBB programs will be available to employees under terms as determined by
28 SEBB. The District will provide access to an Employee Assistance Program at no cost to the
29 employee. Other Non-SEBB programs are available to employees but are not funded from the amount
30 provided by the District.

31
32 **Enrollment Period**

33 Enrollment period will be from October 1 to November 15 or as otherwise set by SEBB. When the
34 enrollment ends, no insurance options may be added or deleted during the contract year except for
35 changes in family status or job status. If an employee fails to enroll within the open enrollment period
36 and will be placed on the default medical, dental and vision plans as determined by SEBB.

37
38 If an employee is hired after the open enrollment period, they may enroll in approved plans prior to the
39 first day of the following month. If the employee fails to enroll, they will be placed in a default
40 medical, dental and vision plans as determined by SEBB. Coverage will begin the first day of the
41 month following the date of hire.

42
43 **Sharing Health Care Contributions**

44 SEBB does not allow for dual coverage for employees or dependents within SEBB. Spouses/domestic
45 partners who are both employees of the District may choose to enroll both employees for medical
46 coverage under one (1) SEBB account along with medical and required benefits for their dependents.
47 However, each employee must register for dental, vision and other required benefits under their own
48 SEBB account.

1 **Health Care Authority (HCA)**

2 The Health Care Authority contribution will be paid in full by the District.

3
4 **Ineligibility**

5 If the District does not anticipate an employee will be eligible, they must notify the employee the
6 specific reason in writing by certified mail or have the employee sign acknowledging their ineligibility.
7 The District will not deny or limit an employee’s work hours for the purpose of preventing SEBB
8 benefit eligibility, although this does not negate the District’s right to reduce hours based on student
9 enrollment or program changes.

10
11 **Section 12.2.**

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

13
14 **Section 12.3.**

15 The District shall make required contributions for State Industrial Insurance on behalf of all
16 employees’ subject to this Agreement.

17
18 **Section 12.4.**

19 In determining whether an employee subject to this Agreement is eligible for participation in
20 Washington State Department of Retirement System (DRS), the District shall report all hours worked.

21
22 **Section 12.4.1.**

23 Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the
24 Washington State Department of Retirement Systems (DRS) shall be tax deferred in
25 accordance with applicable State rules and regulations.

26
27 **Section 12.5.**

28 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan
29 sponsored by the Prosser School District or other programs offered within guidelines established by the
30 School District.

31
32
33 **ARTICLE XIII**

34
35 **ASSOCIATION MEMBERSHIP, CHECKOFF AND POLITICAL ACTION COMMITTEE**

36
37 **Section 13.1.**

38 The Prosser Chapter of the Public School Employees of Washington SEIU/Local 1948 has been
39 recognized as the exclusive bargaining representative as per Section 1.3. of the Collective Bargaining
40 Agreement.

41
42 **Section 13.1.1.**

43 During the first week of each month from an employee’s hire date or change in position and
44 two (2) times annually November 1 and March 1 thereafter, for all employees covered under
45 PSE collective bargaining unit, the employer will provide an editable digital file format to
46 membership@pseofwa.org and to the Association President or designee for all employee
47 information retained in the employer’s records to the Union. Report subs only when they have
48 met eligibility requirements and provide date employee became union eligible.



1
2 The information will include:

- 3
- 4 • The employee's name and date of hire; If a current employee has a change in position,
5 the new position start date.
- 6
- 7 • The employee's contact information, including:
 - 8 ▪ Cellular, home, and work telephone numbers
 - 9 ▪ Work and personal email addresses; and
 - 10 ▪ Home address or personal mailing address
- 11
- 12 • Employment information
- 13
- 14 • The employee's job title Employee ID or unique identifier
- 15
- 16 • Rate of pay
- 17
- 18 • Number of contracted days
- 19
- 20 • Continuing or non-continuing position
- 21
- 22 • Primary work site or duty station
- 23

24 **Section 13.2.**

25 The District agrees to accept dues authorizations via written, voice authorization or by E-signature in
26 accordance with “E-SIGN.” Public School Employees of Washington (PSE) will provide a list of those
27 members who have agreed to union membership via voice authorization. In addition, upon request,
28 access to the District to the .wav files associated with the voice authorization. PSE will be the
29 custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records,
30 it has the responsibility to ensure the accuracy and safekeeping of those records.

31

32 **Section 13.3.**

33 Under Washington law, the employer will not discriminate, restraint, retaliate, coerce, or interfere with
34 an employee’s right to join the Association. Nothing contained in this Agreement shall require
35 Association membership of employees. Shall an employee elect to revoke their membership it shall be
36 done through the Public School Employees of Washington.

37

38 **Section 13.4. Political Action Committee.**

39 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
40 deduct from the pay of such bargaining unit employee the amount of contribution the employee
41 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
42 check separate from the Union dues transmittal check. Section 13.6. of the Collective Bargaining
43 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
44 annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.

45

46 **Section 13.5. Hold Harmless.**

47 The Association agrees to indemnify and save harmless the employer from any and all liability
48 resulting from the dues deduction system.

1
2 **Section 13.6. Checkoff.**

3 The District shall deduct PSE dues as provided above from the pay of any employee who authorizes
4 such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds
5 deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.
6
7

8 **ARTICLE XIV**

9
10 **GRIEVANCE PROCEDURE**

11
12 **Section 14.1.**

13 Grievances or complaints arising between the District and its employees within the bargaining unit
14 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
15 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
16

17 **Section 14.2. Grievance Steps.**

18 **Section 14.2.1. Step I. Informal Meeting with Immediate Supervisor.**

19 Employees shall first discuss the grievance with their Immediate Supervisor. If employees so
20 wish, they may be accompanied by an Association representative at such discussion. The
21 Immediate Supervisor shall have five (5) workdays from the date of the informal meeting to
22 respond, if an agreeable disposition is made all parties to the grievance shall sign it. All
23 grievances not brought to the immediate supervisor in accordance with the preceding sentence
24 within fifteen (15) workdays of the occurrence of the grievance shall be invalid and subject to
25 no further processing.
26
27

28 **Section 14.2.2. Step II. Formal Meeting with Immediate Supervisor.**

29 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
30 subsection, the employee shall reduce to writing, within five (5) workdays of the Step I, or ten
31 (10) workdays from the date of the meeting request (shall no meeting occur), a statement of the
32 grievance containing the following:
33

- 34 A. The facts on which the grievance is based;
35 B. A reference to the provisions in this Agreement which have been allegedly violated; and
36 C. The remedy sought.
37

38 The employee shall submit the written statement of grievance to the immediate supervisor for
39 reconsideration and shall submit a copy to the Superintendent. The parties will have five (5)
40 workdays from the date of the formal meeting or ten (10) workdays from the date of the
41 meeting request (shall no meeting occur) to resolve it by indicating on the statement of
42 grievance the disposition. If an agreeable disposition is made, the immediate supervisor shall
43 indicate the remedy in writing so that all parties to the grievance shall sign it.
44

45 **Section 14.2.3. Step III. Formal meeting with Superintendent or Designee.**

46 If no settlement has been reached within the five (5) workdays referred to in the preceding
47 subsection, and the Association believes the grievance to be valid, a written statement of
48 grievance shall be submitted within ten (10) workdays of the formal Step II meeting or

1 grievance filing date to the District Superintendent or the Superintendent's designee. After the
2 formal Step III meeting, the parties will have ten (10) workdays to resolve it by indicating on
3 the statement of grievance the disposition. If an agreeable disposition is made, the
4 Superintendent shall indicate the remedy in writing so that all parties to the grievance shall sign
5 it.
6

7 **Section 14.2.4. Step IV. Formal meeting with the Board of Directors.**

8 If no settlement has been reached within ten (10) workdays of the formal meeting with the
9 Superintendent, or grievance filing date; as referred to in the preceding paragraph, and the
10 Association believes the grievance to be valid, a written statement of grievance shall be
11 submitted within ten (10) workdays to the District Board of Directors. The Board shall hear the
12 grievance at its next regular meeting. After the Board's meeting, they will render their written
13 decision within ten (10) workdays.
14

15 **Section 14.2.5. Step V. Arbitration.**

16 If the Association is not satisfied with the disposition of the grievance by the Board within five
17 (5) workdays after receipt of same, or if no disposition has been made within the period above
18 provided, the grievance may be submitted before an impartial arbitrator. The Association shall
19 exercise its right of arbitration by giving the Superintendent written notice of its intention to
20 arbitrate within twenty (20) workdays of receipt of the written disposition of the Board. If the
21 parties cannot agree as to the arbitrator within five (5) calendar days from the notification date
22 that arbitration will be pursued, the arbitrator shall be selected from a list of PERC arbitrators.
23 The Board and the Association shall not be permitted to assert in any such arbitration any
24 evidence not previously disclosed to the other party. The decision of the arbitrator shall be
25 final and binding upon both parties.
26

27 **Section 14.2.6. Arbitration Costs.**

28 Each party shall bear its own costs of arbitration, including attorney fees, except that the fees
29 and charges of the arbitrator, if any, shall be shared equally by the parties.
30

31 **Section 14.2.7. Jurisdiction of The Arbitrator.**

32 The arbitrator shall have no power to alter, add to, or subtract from the terms of this
33 Agreement. The arbitrator shall confine their inquiry to specific areas of the Agreement as cited
34 in the grievance form. The arbitrator shall make no awards nor substitute their knowledge for
35 the expressed provisions of the contract under question. The arbitrator shall rule exclusively as
36 to the compliance or non-compliance of the Collective Bargaining Agreement. Upon request of
37 either party, the merits of a grievance and the substantive and procedural arbitrability issues
38 arising in connection with that grievance may be consolidated for hearing before an arbitrator,
39 provided the arbitrator shall not resolve the question of "arbitrability" of a grievance prior to
40 having heard the merits of the grievance. The decision of the arbitrator may be entered in any
41 court of competent jurisdiction should either party fail to implement the decision.
42

43 **Section 14.3. Time Limits.**

44 The time limits provided in this article shall be strictly observed unless extended by written agreement
45 of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best
46 efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
47 Failure of the Association to proceed with its grievance within the times hereinbefore provided shall
48 result in the dismissal of the grievance. Failure of the Board or its representatives to take the required

1 action within the times provided shall entitle the Association to proceed to the next step on the
2 grievance procedure.

3
4 **Section 14.4. Grievance and Arbitration Hearings.**

5 All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place
6 which will afford a reasonable opportunity for all parties entitled to attend to be present, including any
7 and all witnesses.

8
9 **Section 14.5. Continuity of Grievance.**

10 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be
11 processed through the grievance procedure until resolution.

12
13 **Section 14.6.**

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

16
17
18 **ARTICLE XV**

19
20 **PROFESSIONAL DEVELOPMENT**

21
22 **Section 15.1. Professional Development.**

23 The District encourages employees to advance their skills/training through professional development
24 activities. The District will provide a minimum of seven thousand five hundred dollars (\$7,500) every
25 school year for approved professional development, including the cost of registration and travel
26 expenses. Any clock hour fees shall be paid for by the employee.

- 27
- 28 • Employees will receive their regular rate of pay for training occurring during the regular
29 workday.
 - 30
 - 31 • The District shall provide updates of requests, denials, and approvals for professional
32 development in labor management meetings with the Association.
 - 33
 - 34 • Employees may apply in writing for funding of approved professional development activities to
35 the business office.
 - 36
 - 37 • A supervisor's request of professional development funds that apply to the seven thousand five
38 hundred dollars (\$7,500) minimum requires approval from the Association leadership.
 - 39
 - 40 • The Association leadership may also request on behalf of employees the use of these funds.
 - 41

42 **Section 15.2. Mandatory - Professional Development.**

43 Employees shall be compensated for all training activities required by the district. This includes the
44 full cost of registration, travel, licensing, and re-certification. Employees will be paid their hourly rate
45 pay. Overtime rates shall be paid according to Washington State Law and all applicable sections of this
46 CBA.

1 **Section 15.3. Food Service.**

2
3 **Section 15.3.1. Food Handlers Permits.**

4 Initial Food Handlers Permits (FHP), are required for all Food Service positions prior to
5 employment. Required re-certification will be paid by the District. When a mandatory change
6 in job duties is required by the District, the cost of the FHP will be paid by the District. If an
7 employee voluntarily requests a change in assignment which requires an FHP, the initial cost is
8 the responsibility of the unit member.

9
10 **Section 15.3.2. School Nutrition Association.**

11 Shall a Food Service employee elect to become a member of the School Nutrition Association,
12 the employee shall pay the cost of the initial membership and the cost of initial certification if
13 the employee desires to become certified. Thereafter, the District shall pay the cost of the
14 yearly membership renewal only. For reimbursement of costs by the District, employees who
15 are members of the School Nutrition Association shall provide yearly evidence of professional
16 development because of membership.

17
18 **Section 15.4. Custodial, Maintenance and Grounds.**

19 In cooperation with the Custodial-Maintenance staff, the District shall offer in-service training to
20 enable employees to improve their job-related skills.

21
22 **Section 15.4.1. Chemical Handling and Safety.**

23 All employees required to apply chemicals shall receive proper training in the safe application
24 of said chemicals.

25
26 **Section 15.5. Paraeducators.**

27
28 **Section 15.5.1. Minimum Employment Requirements for Paraeducators.**

29 Paraeducators will be defined as a classified public school or school district employee who
30 works under the supervision of a certified or licensed staff member, from kindergarten to 12th
31 grade to support and assist in providing instructional and other services to students and their
32 families, including library assistant. (WAC 179-01-020).

33
34 Effective September 1, 2019, all Paraeducators must meet the following minimum requirements per
35 RCW 28A.413.040:

- 36
37 1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; and
38
39 2. (a) Have received a passing grade on the Education Testing Service Paraeducator
40 Assessment; or
41 (b) Hold an associate of arts degree; or
42 (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an
43 institution or higher education; or
44
45 (d) Have completed a registered apprenticeship program.
46



1 **Section 15.5.2. Paraeducator Fundamental Course of Study.**

2 The Paraeducator Standards Board (PESB) and the State of Washington have developed the
3 following certification standards for Paraeducators in the State of Washington.
4

- 5 **A. Fundamental Course of Study (FCS)** – four (4) days twenty-eight (28) hours of
6 Professional Development Required
7
- 8 **B. General Paraeducator Certificate** – ten (10) days seventy (70) clock hours of
9 professional development Required after completing the Fundamental Course of Study
10
- 11 **C. Subject Matter Certificates** – not required but can be completed as part of the General
12 Paraeducator Certificate requirement
13
- 14 **D. Advanced Paraeducator Certificate** additional – not required
15

16 **Section 15.5.2.1. Training Requirements.**
17

- 18 A. Paraeducators are only required to meet certifications when trainings are funded
19 by the Washington State Legislature.
20
- 21 B. The District is required to provide training for paraeducators for the FCS and the
22 General Paraeducator Certificate if funded by the Legislature.
23
- 24 C. Paraeducators are responsible for the cost of clock hours for alternative training
25 not provided by the district and if training hours exceed those funded by the
26 legislature.
27
- 28 D. Each employee shall be paid their current hourly rate of pay for all required
29 training.
30
- 31 E. The District will make every effort to schedule the required training during the
32 paraeducator’s workday, flexible times, or in proximity to the start or end of the
33 school year.
34
- 35 F. Any required training scheduled outside of the normal workday will be
36 scheduled before the last day of the previous school year.
37

38 **Section 15.5.2.2. District Responsibilities.**

39 The District will be responsible for the following:
40

- 41 A. A schedule of required training hours will be emailed to paraeducators on their
42 District email by October 1 of each year.
43
- 44 B. Provide an opportunity as set forth in the schedule for all paraeducators to obtain
45 required training. If a paraeducator is absent for a required training, one
46 additional opportunity will be scheduled.
47

- 1 C. If registration is necessary for required trainings, the District will provide
2 directions on how to register.
3
4 D. The District will maintain documentation of certificates completed by
5 paraeducators and provide paraeducators a copy of their documentation. Record
6 of training will be maintained in the employee information accessible to
7 paraeducators.
8
9 E. It is a District expectation that all paraeducators complete required training by
10 the last day of school. If paraeducators fail to complete required training, they
11 will not be employed the next school year. The District and PSE will meet in the
12 spring of each year should there be paraeducators who are not meeting the
13 requirements to address them on a case-by-case basis.
14

15 **Section 15.5.2.3. Paraeducator Responsibilities.**

16 Each Paraeducator is responsible to do the following:
17

- 18 A. Register for all courses provided by the District as part of the required
19 paraeducator training.
20
21 B. Submit evidence of completion of required trainings (sign ins, online
22 certificates, etc.)
23
24 C. Maintain course completion documentation as directed by the District.
25
26 D. Complete the required clock hours and pay for them if offered by outside
27 agencies for the General Certificate.
28
29 E. Record certificates in E-Certification (OSPI Platform)
30

31 **Section 15.5.2.4. Annual Changes to PESB Requirements.**

32 The District and the Association agree to meet annually to before September 1 of each
33 year to review and discuss any changes to the PESB certification requirements.
34

35 **Section 15.5.3 New curriculum.**

36 Paraeducators requested to assist the teacher with any new curriculum will be provided training
37 as soon as possible, but no later than November 1.
38

39 **Section 15.6. Maintenance Grounds and Custodial.**

40 In cooperation with the Custodial-Maintenance-Grounds staff, the District shall offer in-service
41 training to enable employees to improve their job-related skills.
42

43 **Section 15.6.1.**

44 All employees who apply chemicals shall receive proper training in the safe application of
45 pesticide, chemical application, asbestos work, and abatement. The District shall pay for the
46 training and all licensing/recertifications as required for the position.
47
48

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

ARTICLE XVI

WAGES AND EMPLOYEE COMPENSATION

Section 16.1. Employee Compensation.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck. This information shall be current through the last day of the previous month.

Section 16.2. Employee Salaries.

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.

1. For the 2023-2024 School year

- a. 3.7% IPD + 1.5% for a total of 5.2% for all employees.
 - i. Bus Drivers, Mechanics, and Grounds shall receive an additional one dollar (\$1.00) per hour.
 - ii. Food Service employees will receive an additional fifty cents (\$0.50) per hour.
 - iii. Standby rate an additional four dollars (\$4.00) per hour.

- b. Changes to Schedule A
 - i. A new position Life skills/Behavior Paraeducator added to schedule A. A new position on Schedule A one dollar (\$1.00) per hour above para wage.
 - ii. Change SLPA to SLPA/COTA and Migrant Home Visitor to Migrant Recruiter.
 - iii. Eliminate Psychometrician.

2. For the 2024-2025 School Year

- a. IPD + 1.25% for all employees.
 - i. Bus Drivers, Mechanics, and Grounds shall receive an additional one dollar (\$1.00) per hour.
 - ii. Food Service employees will receive an additional fifty cents (\$0.50) per hour.

- b. Standby rate will be eliminated from Schedule A.

Section 16.2.1.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVI, Section 16.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 16.2.2.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVI, Section 16.3, such

1 retroactive pay shall be paid on the first regular payday following agreement on such schedule,
2 if possible and in any case not later than the second regular payday.

3
4 **Section 16.2.3.**

5 Incremental steps where applicable shall take effect on the first workday of each school year
6 during the term of this Agreement. Employees hired after February 1 will remain on the first
7 year step for the following year.

8
9 **Section 16.2.4.**

10 Employees who change job positions or classifications shall go to the next higher dollar amount
11 on Schedule A in the new job position or classification from their present salary step.

12
13 **Section 16.2.5.**

14 Substitutes and temporary employees are paid at the first year step on salary Schedule A.

15
16 **Section 16.2.6.**

17 All bargaining unit employees are required to enroll in direct deposit of payroll.

18
19 **Section 16.2.7.**

20 All hours worked, including extra trips, shall be counted toward retirement credit for drivers.

21
22 **Section 16.3. Longevity.**

- 23
24 A. Employees will be paid three percent (3%) of the third year rate on Schedule A after the employee
25 has completed ten (10) years of service with the District.
26
27 B. Employees will be paid four (4%) percent of the third year rate in Schedule A after the employee
28 has completed fifteen (15) years of service with the District.
29
30 C. Employees will be paid six (6%) percent of the third year rate in Schedule A after the employee has
31 completed twenty (20) years of service with the District.
32
33 D. Employees will be paid seven percent (7%) of the third year rate in Schedule A after the employee
34 has completed twenty-five (25) years of service with the District.
35

36 **Section 16.3.1. Transfer of Experience and Longevity.**

37 Employees who transfer from one (1) Washington State School District to another shall be
38 placed on the Step and Longevity comparable to their years of experience within the class of
39 work and years of service within a school district (RCW 28A.400.300.).
40

41 **Section 16.4. Certificate and Education Enhancements.**

42
43 **Section 16.4.1. Educational Increments.**

44 Upon prior approval, an employee shall receive an annual stipend of one hundred forty dollars
45 (\$140.00) for every ten (10) clock hours/one-quarter (1/4) credit completed up to a maximum
46 of four hundred twenty dollars (\$420.00). Once awarded, such stipend shall be paid to the
47 employee on an annual basis as long as the employee remains in the bargaining unit. (No
48 stipend will be paid if the District pays for the training.)

1
2 **Section 16.4.2. Maintenance, Grounds, Custodial Certificates.**

3 Employees in the Mechanic, Grounds, Maintenance, and Custodial classifications may receive
4 fifty cents (\$0.50) added to their base wage for one (1) certificate that is applicable to their
5 position. To qualify for this premium after September 1, 2015, the certification must have prior
6 supervisory approval.
7

8 **Section 16.5. Reimbursements and Employer Contributions.**

9
10 **Section 16.5.1. Personal Vehicle Use.**

11 Approved travel by the School District by which an employee is required to travel from one site
12 to another in a private vehicle during working hours shall be reimbursed for such travel on a
13 per-mile basis at the prevailing State rate.
14

15 **Section 16.5.2. Employee Travel Related Costs.**

16 Employees required to remain overnight on District business shall be reimbursed actual rates
17 for lodging and per diem rates for meals.
18

19 **Section 16.5.3. Employee Extended Travel Stipend.**

20 Employees who are on District-approved activities\events lasting longer than two (2) days
21 (forty-eight [48] hours) to include overnights shall receive a stipend of seventy-five dollars
22 (\$75.00) per day.
23

24 **Section 16.5.4. Clothing and Work Supplies Allowance.**

- 25
26 A. The District shall provide coveralls for Transportation Mechanics and Food Service
27 Custodian.
28
29 B. Building Maintenance and Grounds personnel shall have the option of coveralls being
30 provided by the District or reimbursement up to two hundred fifty dollars (\$250) per
31 school year for coveralls and/or tools or other protective work clothes as defined by the
32 IRS to include safety boots, safety glasses, hard hats, and work gloves.
33
34 C. Custodial and Transportation personnel shall be reimbursed up to one hundred and fifty
35 dollars (\$150.00) for slip resistant/ safety boots or shoes.
36
37 D. -The Maintenance employees and Mechanics will be reimbursed up to five hundred
38 dollars (\$500.00) per school year for the purchase of work-related tools. The employee
39 must complete an Employee Reimbursement Form and attach an itemized receipt as
40 documentation. This reimbursement will be taxable.
41
42 E. The District will reimburse up to one hundred dollars (\$100.00) for every one (1) year
43 for shoes for use by Nutrition Services.
44
45 F. The District will reimburse up to one hundred dollars (\$100.00) for every two (2) years
46 for rain/snow boots for inclement weather for use by the Paraeducators.
47

1 **Section 16.5.5. Reimbursement for Damaged Equipment.**

2 The District shall reimburse with like kind and quality any employee’s equipment that is
3 damaged, destroyed or stolen on District property, provided that such equipment is used in the
4 performance of the employee’s job and has been registered with the employee’s immediate
5 supervisor.

6
7 **Section 16.5.6. CDL Renewal.**

8 The District agrees to pay the CDL renewal cost.

9
10 **Section 16.5.7. VEBA Contribution.**

11 The District will provide the following monthly contribution to benefit-eligible employees to
12 defray out of pocket medical expenses.

13
14 A. Starting the 2023-2024 school year fifty dollars (\$50.00) per month.

15 B. Starting the 2024-2025 school year sixty dollars (\$60.00) per month.

16
17 **Section 16.6. Transportation Standby Rate.**

18 Each time a bus is in need of exterior washing the current standby rate will be paid for all time, (in
19 half-hour increments) needed to complete the washing. Regular pre-trip procedures will be paid at
20 current contract rates. Standby time on extracurricular trips and driver training time shall be paid at the
21 standby rate.

22
23 **Section 16.7. Fill in for Maintenance Supervisor.**

24 Maintenance employees shall receive their regular rate of pay plus an additional fifteen percent (15%)
25 per hour worked when the employee is requested in writing, by the Superintendent or designee, to fill
26 the position of Maintenance Supervisor.

27
28 **Section 16.8.**

29 All bargaining unit employees are required to enroll in direct deposit of payroll.

30
31
32 **ARTICLE XVII**

33
34 **TERM AND SEPARABILITY OF PROVISIONS**

35
36 **Section 17.1.**

37 The term of this Agreement shall be September 1, 2023, to August 31, 2025.

38
39 **Section 17.2.**

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

42
43 **Section 17.3.**

44 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
45 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
46 Schedule A, Section 12.1. Insurance, and each party may have one (1) reopener, provided further, that
47 this Agreement shall be reopened as necessary to consider the impact of any legislation or State

1 regulation enacted following execution of this Agreement which may arguably affect the terms and
2 conditions herein or create authority to alter personnel practices in public employment.

3
4 Parties agree to Meet during the 2023-2024 school year to open the contract for the following:

- 5 A. Negotiate classification specific evaluation forms.
- 6 B. Reorganize misplaced sections to the appropriate articles.
- 7 C. Add headers to sections without headers.
- 8 D. Elimination of duplicate language of the CBA.
- 9 E. The parties agree the changes in B, C and D above are not to change the scope or intent of the
10 current CBA.
11

12
13 **Section 17.4.**

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

16
17 **Section 17.5.**

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

20
21 **Section 17.6.**

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

24
25 **Section 17.7.**

26 This Agreement expressed here in writing constitutes the entire Agreement between the parties and no
27 oral statement shall be added to or supersede any of its provisions.

28
29 **Section 17.8.**

30 The salaries and benefits contained in the provisions of this Agreement are entered into subject to the
31 limitations imposed by State laws and regulations and by the Budget Appropriations Act and successor
32 legislation.

33
34 Should any changes, increases or decreases allowed by law, occur by legislative or judicial action, the
35 salaries and benefits contained in this Agreement shall be reopened for negotiations by either party in
36 the year in which changes in limitations occur.

37
38 It is the intent of the District to provide the maximum lawful compensation to members of the
39 bargaining unit.
40
41
42
43
44
45
46
47
48

1
2
3
4
5
6
7 **SIGNATURE PAGE**
8
9
10
11
12
13
14
15

16 PUBLIC SCHOOL EMPLOYEES OF
17 WASHINGTON / SEIU LOCAL 1948

18
19 PROSSER CHAPTER

PROSSER SCHOOL DISTRICT #116

20
21
22
23 BY: */E-signed by Stacey Heilman/*
24 Stacey Heilman, Chapter President

BY: */E-signed by Kim Casey/*
Kim Casey, Interim Superintendent

25
26
27 DATE: *August 8, 2023*

DATE: *August 11, 2023*



SCHEDULE A 2023 – 2024

	Steps			Year 3 + Longevity step			
	1st yr.	2nd yr.	3rd yr.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
				3%	4%	6%	7%
PARAEDUCATORS AND CLERKS							
Office Assistant, Sub Caller	\$20.19	\$20.95	\$21.17	\$21.81	\$22.02	\$22.44	\$22.65
Migrant Recruiter	\$23.17	\$23.88	\$24.07	\$24.80	\$25.04	\$25.52	\$25.76
Resource Special Education, Health Room Asst.	\$20.07	\$20.81	\$21.03	\$21.67	\$21.88	\$22.30	\$22.51
Life skills and One on One	\$21.07	\$21.81	\$22.03	\$22.70	\$22.92	\$23.36	\$23.58
Special Education Certified Translator	\$21.24	\$21.98	\$22.20	\$22.87	\$23.09	\$23.53	\$23.75
Library Assistant	\$20.98	\$21.62	\$21.82	\$22.48	\$22.70	\$23.13	\$23.35
Instructional	\$19.93	\$20.58	\$20.67	\$21.29	\$21.49	\$21.91	\$22.12
Noon Duty	\$18.47	\$19.21	\$19.39	\$19.97	\$20.16	\$20.55	\$20.75
Assessment/Program Records Technician	\$21.19	\$21.94	\$22.22	\$22.89	\$23.11	\$23.56	\$23.78
Computer Desktop Technician	\$26.02	\$26.81	\$27.04	\$27.85	\$28.12	\$28.66	\$28.93
SLPA/COTA	\$24.80	\$25.54	\$25.78	\$26.55	\$26.81	\$27.32	\$27.58
FOOD SERVICE PERSONNEL							
Head Cook/Baker	\$21.12	\$22.11	\$22.29	\$22.96	\$23.18	\$23.63	\$23.85
Assistant Cook/Baker (PIC)	\$19.95	\$20.86	\$21.05	\$21.69	\$21.90	\$22.32	\$22.53
Cooks/Meal Accounting	\$19.22	\$20.14	\$20.36	\$20.97	\$21.17	\$21.58	\$21.78
FS Assistant/Office Assistant	\$19.22	\$20.14	\$20.36	\$20.97	\$21.17	\$21.58	\$21.78
MAINTENANCE GROUNDS AND CUSTODIAL							
Lead Custodian	\$22.93	\$25.23	\$25.47	\$26.23	\$26.49	\$27.00	\$27.25
Food Service Custodian	\$22.65	\$23.97	\$24.19	\$24.91	\$25.16	\$25.64	\$25.88
Building Custodian	\$21.48	\$22.77	\$22.98	\$23.67	\$23.90	\$24.36	\$24.59
Lead Maintenance	N/A	\$31.30	\$31.61	\$32.56	\$32.87	\$33.50	\$33.82
Maintenance	\$28.40	\$29.39	\$29.70	\$30.59	\$30.89	\$31.48	\$31.78
Lead Grounds	\$23.93	\$26.23	\$26.47	\$27.26	\$27.53	\$28.06	\$28.32
Grounds	\$22.85	\$24.80	\$25.02	\$25.77	\$26.02	\$26.52	\$26.77
Mower	\$18.65	\$19.32	\$19.50	\$20.08	\$20.28	\$20.67	\$20.86
TRANSPORTATION							
Mechanic	N/A	\$32.17	\$32.46	\$33.43	\$33.76	\$34.41	\$34.73
Assistant Mechanic	\$28.39	\$29.52	\$29.80	\$30.69	\$30.99	\$31.58	\$31.88
Serviceperson	\$18.44	\$19.31	\$19.48	\$20.07	\$20.26	\$20.65	\$20.85
Bus Driver	\$24.49	\$25.59	\$25.84	\$26.62	\$26.87	\$27.39	\$27.65
Bus Monitor	\$18.03	\$18.74	\$18.92	\$19.49	\$19.68	\$20.05	\$20.24
Standby/Bus Washing/New Driver Training	\$21.44						
OTHER							
Mail Courier	\$17.65	\$18.32	\$18.50	\$19.05	\$19.24	\$19.61	\$19.79

Normal shift work performed on Saturday or Sunday will receive an additional fifty cents (\$0.50) per hour.

Employees working night shifts (after 5:00 p.m.) will receive an additional fifty cents (\$0.50) per hour.

Substitutes are paid at the first step of the salary schedule.

Employees hired after February 1st will remain on 1st year step for the following year.

Revised Schedule A E-signed on October 6, 2023

By: /Kim Casey/

10/6/23

By: /Stacey Heilman/

10/6/23

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, PROSSER
5 CHAPTER AND THE PROSSER SCHOOL DISTRICT #116 PURSUANT TO ARTICLE XVI, SECTION 16.3
6 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

7
8 The Prosser School District has determined the need to reduce staffing of Speech Language Pathology
9 Assistants (SLPA). The Parties agree to the following.

- 10
11 1. Two (2) SLPA positions will be eliminated effective November 27, 2023.
12
13 2. Linda Inions (seniority date 08/26/2008) and Keri Zieske (seniority date 09/01/2018) (hereinafter
14 “Employees”) will be offered a Special Education Paraeducator position with, at minimum, the same hours
15 of work per day.
16
17 3. Should the Employees choose not to accept any of the available positions, the District will allow
18 Employees to take a voluntary layoff as defined in Section 10.9 of the CBA. The District shall not contest
19 unemployment.
20
21 4. Employees in layoff shall have the right to substitute over outside candidates, as per Section 10.12 of the
22 CBA.
23
24 5. The Employees will continue to receive the same SLPA wage rate for the remainder of the 2023/2024
25 academic school year unless they are working in a higher paying position as per Section 7.6.2.1 which
26 includes any bargained wage increases.
27
28 6. The Employees will be compensated with the appropriate rate of pay according to Schedule A beginning
29 the 2024/2025 School Year.
30
31 7. Should any Life Skills/one-on-one position become available, the Parties agree to waive job posting
32 requirements and offer the Employees by seniority the available position(s).
33
34 8. Should SLPA positions be reinstated in the future, the Parties agree to waive job posting requirements and
35 offer the Employees by seniority the available position(s).
36

37 Should any other conditions impact the working conditions of Employees, this MOU does not negate the right to
38 bargain such impacts.

39
40 This Memorandum of Understanding shall become effective upon signatures of both Parties and shall be
41 attached to the current Collective Bargaining Agreement.

42
43 PUBLIC SCHOOL EMPLOYEES OF
44 WASHINGTON / SEIU LOCAL 1948

45
46 PROSSER CHAPTER

47
48 BY: /E-signed by Stacey Heilman/
49 Stacey Heilman, Chapter President

PROSSER SCHOOL DISTRICT #116

BY: /E-signed by Kim Casey/
Kim Casey, Superintendent

50
51
52 DATE: Nov 22, 2023

DATE: Nov 20, 2023

