

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**PUBLIC SCHOOL EMPLOYEES OF QUINCY**

AND

**QUINCY SCHOOL DISTRICT #144-01**

SEPTEMBER 1, 2023 - AUGUST 31, 2026



**Public School Employees of Washington / SEIU Local 1948**

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## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	1
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
ARTICLE VI ASSOCIATION REPRESENTATION	6
ARTICLE VII HOURS OF WORK AND OVERTIME	6
ARTICLE VIII HOLIDAYS AND VACATIONS	14
ARTICLE IX LEAVES	16
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	22
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	25
ARTICLE XII INSURANCE	26
ARTICLE XIII SAFETY AND HEALTH	26
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	27
ARTICLE XV GRIEVANCE PROCEDURE	28
ARTICLE XVI TRANSFER OF PREVIOUS EXPERIENCE	30
ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION	30
ARTICLE XVIII TERM	33
ARTICLE XIX STAFF DEVELOPMENT	34
SIGNATURE PAGE	34
COMPUTER USE POLICY	35
SCHEDULE A (2023 – 2024)	36-37

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
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Pursuant to the conditions set forth in the Public School Employees Collective Bargaining Act of 1967, this constitutes an agreement between the Quincy School District and the Public School Employees Organization, an affiliate of the Public School Employees of Washington/SEIU Local 1948.

## RECOGNITION AND COVERAGE OF AGREEMENT

### Section 1.1.

The School Board and Superintendent of School District #144-101 recognizes the local organization of Public School Employees of District #144-101, an affiliate of the Public School Employees of Washington/SEIU Local 1948, as the exclusive bargaining representative of all employees in classified positions for the purpose of consulting and negotiating on appropriate matters applicable to any and all employees in the units. EXCEPT: Supervisors, central office personnel and secretaries.

The management to which this Agreement is applicable consists of the School Board and the Superintendent.

## **Section 1.2. Bargaining Units**

The bargaining units to which this Agreement is applicable are as follows: Maintenance/Grounds, Custodial, Transportation, Food Service, Migrant Services, Library Technicians, Specialists Para Educators, Support Services and Technology.

### **Section 1.3. Substitutes.**

A substitute employee is defined as an individual who temporarily replaces a current employee absent from a regularly posted position that is expected to return at a later date; this replacement will extend for as long as the current employee is unable to return to work; provided however, that if the length of absence is more than fifteen (15) consecutive work days, the District shall notify the Association in writing. If a current employee is placed in this position, he/she will be paid in accordance with Section 7.14. If an individual from the substitute list is placed in this position, he/she will receive substitute wages and will not receive any benefits or other contractual rights.

### Section 1.4.

The parties agree to develop appropriate job descriptions and updates as needed. Job descriptions will be provided to all employees.

## RIGHTS OF THE EMPLOYER

**Section 2.1. Right to Direct the Work Force.**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights, in accordance with and subject to

1 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force,  
2 the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend,  
3 discharge, demote, or take other disciplinary action against employees; and the right to release employees  
4 from duties because of lack of work or for other legitimate reasons. The District shall retain the right to  
5 maintain efficiency of the District operation by determining the methods, the means, and the personnel  
6 by which operations undertaken by the employees in the unit are to be conducted.

### 7 8 **Section 2.2. Making Rules and Regulations.**

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

## 13 14 15 16 **ARTICLE III** 17 18 **RIGHTS OF EMPLOYEES**

### 19 20 **Section 3.1. Assisting the Association.**

21 It is agreed that all employees subject to this Agreement shall have the right, freely and without fear of  
22 penalty or reprisal, to join and assist the Association. Employees shall be free to assist the Association in  
23 participating in the management of the Association, including presentation of the views of the  
24 Association to the Board of Directors of the District or any other governmental body, group or  
25 individual. Neither the District nor the Association shall interfere with the right of an employee to join or  
26 refrain from joining the Association.

### 27 28 **Section 3.2. Employee Discrimination.**

29 Neither the District nor the Association shall apply the terms of this Agreement in such a manner as to  
30 discriminate against any employee on the basis of sex, race, creed, religion, color, natural origin, , age  
31 honorably discharged veteran or military status, sexual orientation including gender expression or  
32 identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or  
33 service animal by a person with a disability which does not interfere with the performance of duties or  
34 endanger the health or safety of the handicapped person or others.

### 35 36 **Section 3.3. Personnel Files.**

37 There shall be only one (1) official District personnel file for each employee, to be kept in the District  
38 Administration Office. Each employee shall have the right to review the contents of his/her personnel file  
39 under the supervision of the Superintendent or his designee. During the review, an official or  
40 representative of the Association may be present. The employee may initial and photocopy any material  
41 in the file, at employee expense. An employee may attach comments to any material that is a part of the  
42 personnel file. A copy of any material placed in the employee's file must be given to the employee  
43 within five (5) workdays of placement. Upon request of the employee, any derogatory material will be  
44 destroyed after four (4) years from the date of placement if the cause for such material has been  
45 satisfactorily corrected, except those materials regulated by state or federal law. Material may be kept by  
46 the District for six (6) years following an employee's termination from employment.

1 **Section 3.4. Confrontational Situations.**

2 Employees are expected to use reasonable measures as necessary to protect him/herself, another  
3 employee or another student from attack, physical threat, abuse, or injury, or to prevent damage to  
4 District or personal property. Such reasonable measures may include seeking assistance from another  
5 staff member or from law enforcement officers, as necessary.  
6

7 All classified employees will be immediately notified of any known potentially dangerous situation that  
8 may occur that may affect the safety of the employee, e.g., discovery of weapons, discovery of drugs,  
9 gang activity, etc.  
10

11 **Section 3.5. Administration of Medication.**

12 If and when it becomes necessary for paraeducators to administer medication, training will be provided  
13 prior to performing said duties. The District agrees to provide legal assistance and liability insurance  
14 coverage for the employee.  
15

16 **Section 3.6. Bus Driver Drug/Alcohol Testing.**

17 The District will implement bus driver drug/alcohol testing according to Federal DOT regulations and  
18 adopted Board Policy. No changes will be made to this policy without giving the Association notice of  
19 intended changes and the opportunity to bargain those changes.  
20

21 **Section 3.7. Video Cameras.**

22 Video cameras are a tool to assist bus drivers in monitoring students on the bus and to provide security  
23 for students, staff, and District property at school buildings. The presence of security cameras in school  
24 buildings will be disclosed to the Association upon request.  
25

26 Video cameras may be installed in a bus only with driver knowledge. A bus driver may request a  
27 camera to assist in identifying a problem occurring on a run or route. Drivers may view video of their  
28 run upon request and may invite another person to view the same.  
29

30 Video may be used like any other evidence in cases involving safety concerns or allegations of  
31 employee misconduct but shall not be used to monitor employee performance without prior  
32 notification of the employee and Association. Video will not be reviewed by non-supervisory  
33 employees who do not have a job duty that requires the viewing of the video.  
34

35 **Section 3.8. Evaluations.**

36 Regular employees with established seniority rights will be evaluated once a year. Evaluations will be  
37 based upon direct observation of the employee's immediate supervisor. The employee and their  
38 supervisor shall meet to discuss the evaluation. The employee shall sign the school District's copy of the  
39 evaluation report to indicate that he/she has received a copy of the report. The signature of the employee  
40 does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.  
41

42 The employee shall have the right to attach any comments to the evaluation report. This may be done at  
43 the time the employee receives a copy, or they may be forwarded to the personnel office within 10 days  
44 following the evaluation conference.  
45

46 Evaluations shall be completed and discussed with the employee by the last student day of each school  
47 year.  
48

1 **Section 3.9. Threats to the Employee.**

2 Any employee who is threatened or harassed by any person or group while carrying out assigned duties,  
3 shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority.  
4 Immediate steps shall be taken by the Superintendent, in cooperation with the employee, to provide for  
5 the employee's safety. Precautionary measures for the employee's safety shall be reported to the  
6 employee by the Superintendent at the earliest possible time.  
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10 **ARTICLE IV**

11 **RIGHTS OF THE ASSOCIATION**

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14 **Section 4.1. Union Visitation to Employees.**

15 Visitation rights shall be granted to the designated representative of the Public School Employees of  
16 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes of  
17 grievance procedures and/or general information data. The visiting delegate shall notify the School  
18 District of his arrival and for what purpose the visitation is requested.  
19

20 **Section 4.2. Union Representation of Employees.**

21 The Union has the right and responsibility to represent the interests of all employees, to present its views  
22 to the District on matters of concern either orally or in writing, and to enter collective negotiations with  
23 the object of reaching an agreement applicable to all employees within the bargaining unit. The Union  
24 shall be consulted with respect to the formulation, development and implementation of labor relations  
25 matters and practices which are within the authority of the District.  
26

27 **Section 4.3. Employee Discipline.**

28 The Union shall promptly be notified by the District of grievances brought by or disciplinary actions  
29 against any employee. The Union is entitled to have a representative(s) present at hearings conducted by  
30 any District official or body arising out of any grievance or discipline and to make known the Union's  
31 views concerning the case. Bargaining unit employees may refuse Union representation.  
32

33 **Section 4.4. Association Leave and Release Time.**

34 The Union reserves and retains the right to delegate any right or duty contained herein to the professional  
35 staff of the Public School Employees of Washington/SEIU Local 1948.  
36

37 **Section 4.4.1. No Loss of Pay.**

38 Classified employees who are duly authorized by the Association and who are mutually  
39 scheduled by the parties to participate during working hours in negotiations, grievance  
40 proceedings, conferences, or other meetings relating to matters between the District and the  
41 Association, and approved by the superintendent, shall suffer no loss of pay for attendance at  
42 said meetings.  
43

44 **Section 4.4.2. President or Designee Release Time.**

45 Release time shall be granted to the Association President or his/her designees to carry out the  
46 duties of his/her office. The total amount of release time will be a maximum of ten (10) days a  
47 year. Substitute cost shall be reimbursed by the Association.

1  
2 **Section 4.4.3. State PSE Employee Release Time.**

3 Release time for Quincy PSE members requested by the Public School Employees of  
4 Washington/SEIU Local 1948 State organization may be granted to the employee. All costs  
5 associated with the employee's absence will be reimbursed by PSE of Washington. Request for  
6 release time will be handled through the superintendent.  
7

8 **Section 4.5. Member Information.**

9 The District will provide [membership@pseofwa.org](mailto:membership@pseofwa.org) and the President or the Designee electronic  
10 notification of the name, address, personal phone number, classification, job title, work location, and  
11 work and personal email address of all newly hired bargaining units employees within the first twenty-  
12 one (21) days of employment, and for all employees in the bargaining unit at least three (3) times a  
13 year.  
14

15 **Section 4.5.1. Union Access to New Employees.**

16 Each employee hired during the term of this agreement will be provided access to an electronic  
17 copy of this agreement by the Union and specifically apprised of the Union security provisions  
18 contained herein. The District will provide the Union reasonable access to new employees for  
19 the purpose of presenting information about their exclusive bargaining representative. This  
20 thirty (30) minute meeting may occur at the new hire's discretion during the new hire's work  
21 time within ninety (90) days of their hire date.  
22

23 **Section 4.5.2. Work Assignment Requests.**

24 The names, work assignments, work locations and days worked by temporary employees, (as  
25 defined in Section 9.11.1. and Section 10.7.) shall be provided to the Union, upon request.  
26

27 **Section 4.6. Use of District Facilities.**

28 The Association representatives and members shall have the right to use District buildings for  
29 Association business provided such use does not conflict with other building uses. The Association will  
30 follow established rules and guidelines. The Association may use the District's audiovisual equipment,  
31 duplicating or photocopying equipment, District email and other equipment for official Association  
32 business provided such usage does not interfere with the normal operation of the District. The use of  
33 duplicating or photocopying equipment will be limited to the Association President only and the  
34 Association will pay two cents (\$0.02) per copy to the District. It is also acknowledged that email  
35 communication does not include a right of privacy. The Association shall have the right to use District  
36 mail service and staff mailboxes for official PSE chapter communication.  
37

38 All equipment purchased using school District funds, including small/attractive items such as computers,  
39 printers, projectors, video cassette recorders, tools, PDA's, cameras, etc. are the sole property of the  
40 Quincy School District regardless of funding source.  
41

42 **Section 4.7. Bulletin Boards.**

43 The District shall provide a bulletin board space at each work site for the use of the Association. The  
44 Association shall have the right to post notices of activities and matters of Association concern on these  
45 bulletin boards. The bulletins posted by the Association are the responsibility of the officials of the  
46 Association.  
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## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1. Negotiate in Good Faith.**

The parties agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith, with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions; promote effective methods for prompt adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the employer.

#### **Section 5.2. Right to Discuss.**

It is further agreed and understood that the District will consult with the Association at the Association's request and discuss any changes made by the District that directly affect members of the Association.

#### **Section 5.3. Working Conditions.**

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

#### **Section 5.4. Workload.**

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

## ARTICLE VI

### ASSOCIATION REPRESENTATION

#### **Section 6.1. Labor/Management Meetings.**

Three (3) people appointed by the Association will meet with the Superintendent and/or his designated representative to discuss appropriate matters, monthly, or as needed. Dates will be set by the local President and the Superintendent in September of each year. All such meetings shall be conducted in accordance with a written agenda which will be exchanged one (1) week prior to the meeting.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1. Work Week.**

The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days, which are followed by two (2) consecutive days of rest. The District may implement a non-normal schedule by mutual agreement. The District will



provide professional development and/or written directions electronically to all employees regarding how to find pay information through the online payroll system.

**Section 7.1.1. Alternate Work Schedule.**

A four (4) day, ten (10) hour per day workweek may be permitted, at the request of the employee, during spring break (provided there are five [5] consecutive non-school days) and summer break for maintenance, mechanics, custodial services, and grounds. Summer shall be defined as the period of time beginning the first Monday after the last day of school and ending one (1) week prior to the first day of school.

**Section 7.2. Change of Regular Shift Workweek.**

Each employee shall be assigned to a definite and regular shift and workweek. Employees shall not have their shift changed without prior notice to the employee of two (2) calendar weeks unless the change is mutually agreed between the supervisor and the employee.

**Section 7.3. Filling in for Another Employee.**

Employees selected by their immediate supervisor to work a shift within the same or a different classification that is regularly filled by an employee paid at a higher wage rate, for a period of three (3) consecutive days, or more, shall receive compensation at the higher rate of their own step of experience retroactive for the entire period.

**Section 7.4. Custodians.**

**Section 7.4.1. Plan B.**

Where possible, during the regular school year, it is the intent of the District to drop plan “B” and provide a substitute on the first day when a custodian is absent. (Plan “B” is when a substitute custodian cannot be found, and the District instructs other custodians to do a “quick cleaning” and cover two areas.) In order to accommodate areas not having a “quick cleaning” in the following areas: Life Skills room, Health room, and Event areas, these hours can be time sheeted.

**Section 7.4.2. Day Custodian Replacement.**

Whenever a day shift custodian is absent from work, the senior night shift custodian within the same building shall be given the first opportunity at filling the day shift position.

**Section 7.4.3. Custodial Shift Differential.**

The standard shift for day or evening custodians shall consist of eight (8) hours of work, for eight (8) hours of compensation. Custodians working the evening shift shall receive an additional twenty-five cents (\$0.25) per hour as a shift differential.

**Section 7.5. Filled Job Assignments.**

Within each job classification only employees within the bargaining unit will be used to work currently filled job assignments unless no qualified employee is available. (Volunteer activities are specifically excluded.)

**Section 7.5.1 Other Duties.**

Except in an emergency situation, “other duties as assigned will mean tasks within the classification that are similar, related or logically within the scope and intent of the employee’s current job description.”

**Section 7.6. Work Shifts.**

The District shall establish work shifts with the designated times of beginning and ending. No employee shall be required to work more than five (5) hours without a thirty (30) minute duty-free unpaid lunch period. Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the employer's time for time worked as outlined in the table below. Rest periods shall be scheduled as near the midpoint of the work period as possible. (WAC 296-126-092).

7-10 hour work shift	(1) - thirty (30) minute lunch break	(2) - fifteen (15) minute rest breaks
5-6 ¾ hour work shift	(1) - thirty (30) minute lunch break	(1) - fifteen (15) minute rest break
3-4 ¾ hour work shift	no lunch break	(1) - fifteen (15) minute rest break

\* Less than three (3) hour work shift      no lunch break      no rest break

\* If employees need a short rest period during this group of shifts, due to the nature of the job responsibility, it is to be worked out with their respective supervisor.

**Section 7.7. Working Through Lunch.**

Employees required to work through their regular lunch period will be given time to eat within their work shift as mutually agreed upon between the employee and their supervisor. In the event an employee is required to forego their lunch period and work an entire shift, including the lunch period, he shall be entitled to receive overtime pay or compensatory time within the same workweek, at the request of the employee. Compensatory time must be agreed upon between the employee and the supervisor.

**Section 7.8. Overtime.**

All hours worked more than forty (40) hours per week, shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly pay. Employees called for special services shall receive no less than two (2) hours' pay per call. District paid holidays and jury duty will be considered time worked. Vacation, sick leave, and compensatory time will not be used in the calculation of overtime.

**Section 7.8.1. Overtime for Snow Removal.**

Whenever Maintenance/Grounds or Custodial employees are called in to do snow removal duties, they will receive one and one-half (1½) times their regular rate for those shifts.

**Section 7.9. Inclement Weather Delayed Start or School Closure.**

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Notification shall at a minimum be made by radio and/or television broadcast. Employees reporting to work shall receive a minimum of two (2) hours pay at their regular rate in the event of such closure; provided, however, no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work. If school is closed due to inclement weather, the classification or job titles of maintenance, mechanics, custodians, and grounds must report to work. If, however, an employee feels they cannot report to work, the time will be charged to personal leave, vacation or it will be a day without pay. See Administrative Procedure for Emergency School Closures/Delays Policy (qsd.wednet.edu).

**Section 7.9.1. Lost Time Due to School Closure or Delay.**

A. School Closure: Employees will make up the lost hours on the day school is rescheduled as a make-up day. Any employee who is called to work on a day that school is closed for

students will receive their regular wages for the day, which will be considered an added day to their year.

- B. School Delay: Employees shall have the opportunity to make up time lost due to school closure or delay start due to inclement weather, plant in-operation, or the like. Employees have the option to make-up time lost, receive pay by using personal or vacation days, or not make-up the time and take a pay deduct.

## **Section 7.10. Para Educator Extra Day of Work.**

### **Section 7.10.1. Working Before and End of New School Year.**

At the request of their Principal, Para Educators shall work a day prior to the in-service day at the beginning of the school year and a full shift on the last day of the school year.

### **Section 7.10.2. Employee Orientation.**

New Para Educators shall participate in the District's paid new employee orientation. At the discretion of the Special Education Director, and if applicable to the position, Special Education Para Educators will be provided the appropriate Training.

### **Section 7.10.3. Transition Time.**

The District recognizes that Para Educators have numerous duties and will discuss schedules with direct supervisors (Principals) to avoid timeline conflicts while in transit to other duties. Each Para Educators workday schedule shall be set by the Building Principal.

#### **Section 7.10.3.1. Parent Liaisons, Library Technicians, and Health Care.**

Parent Liaisons, Library Technicians, and Health Care employees shall be granted up to five (5) additional days before the school year begins and five (5) days after the school year ends. These additional days shall be time sheeted.

## **Section 7.11. Transportation.**

### **Section 7.11.1. Routes.**

A "Route" is defined as any number of "segments" that are packaged together to make up a driver's daily assignment. "Segments" are defined as individual assignments during the day, such as the AM run bringing students to school, the PM run taking students home, shuttles between schools, etc. For the purpose of this section "segments" and "runs" are synonymous.

Drivers shall be guaranteed a route that is a minimum of five (5) hours per day, which shall include four (4) hours and fifteen (15) minutes of segment time per day and forty-five (45) minutes per day to clean, wash, fuel, pre-trip, attend brief meetings, and for winter conditions. The Transportation Director may determine that due to time, weather, or other conditions a driver may need to complete an additional pre and /or post trip inspection. In such cases, the driver will timesheet the extra time.

Drivers reporting for midday routes may be allowed to timesheet pre and post trip inspection and preparation if the Transportation Director determines that it is a separate segment. No driver's route shall exceed eight (8) hours per day total. The Transportation Supervisor shall offer new segments to drivers not fulfilling their four (4) hours and fifteen (15) minutes first. If

all drivers are at the mandatory four (4) hours and fifteen (15) minutes, the seniority system will be followed.

If a driver's total segment time does not fulfill four (4) hours and fifteen (15) minutes, the driver will have the option of signing up for other transportation related duties or additional segments if available. Such additional duties may include cleaning, washing, and fueling of buses and cars and/or office support duties. Any driver who does not have four (4) hours and fifteen (15) minutes of segment time and chooses not to complete other transportation department duties or accept additional segments will not be subject to the "five (5) hour minimum" clause of this section.

### **Section 7.11.2. Daily Shuttle Runs.**

The Quincy School District will have the option to hire up to four (4) shuttle drivers for a period of up to three (3) hours per day. Shuttle drivers will be allowed to exercise seniority rights, including but not limited to open routes. However, shuttle drivers will not be placed on the rotating trip board, except as provided below.

#### **Section 7.11.2.1. Temporary Routes.**

If all drivers have the option of adding a temporary segment to their current route based on seniority, or if there is no way to reasonably add another segment to an existing route, the District may hire a driver for a single segment route on a temporary basis. Such a route may only exist for the remainder of the year or until no longer needed. Such routes will not be subject to the five (5) hour minimum in Section 7.11.1.

### **Section 7.11.3. Extra Trips.**

#### **Section 7.11.3.1. Extra Trips.**

Any and all trips other than regular daily scheduled bus runs are considered extra trips and shall be compensated at the driver's hourly rate to include longevity for the duration of the trip. Provided, however, all hours in excess of forty (40) hours in one (1) week shall be paid at the overtime rates on the applicable rate at the time the overtime occurs. Only drivers with regular routes shall be eligible for extra trips. Shuttle drivers shall be used for extra trips only when regular drivers are not available, and after the first overtime rotation has occurred. If no regular or shuttle drivers are available for trips, then substitute drivers may be used.

#### **Section 7.11.3.2. Eligibility.**

Newly hired drivers that have been hired for a route will not be eligible to drive extra trips for one hundred-twenty (120) workdays. Once the one hundred twenty (120) day probationary period is complete, the experienced bus driver that has driven a school bus within the last two (2) years for a minimum of one (1) year may sign up for trips with the approval of the Director of Transportation.

#### **Section 7.11.3.3. Extra Trip Board.**

Extra trips shall be assigned to eligible drivers, by seniority, by the transportation supervisor, in accordance with a weekly rotating roster, at the beginning of the school week. Extra trips will be assigned according to seniority on a weekly basis, assigning one (1) trip at a time per driver before beginning another rotation. The rotation will

begin anew with the most senior driver at the beginning of each posting period. Drivers should not exceed, to the greatest extent possible, forty (40) hours in any given week, including hours worked in the transportation department and other District positions outside the transportation department. Drivers taking their name off an assigned trip will forfeit eligibility during the next rotation. Drivers who take a trip knowing it will put them into overtime, during the non-overtime trip rotation, will lose that trip and forfeit eligibility for the next rotation.

**Section 7.11.3.4. Posting of Extra Trips.**

Extra trips shall be posted for consideration as soon as available, where possible. Postings shall include date of trip, time of departure, origin and destination, and type of activity. The Transportation Supervisor may informally post trips prior to a formal bid posting taking place. Sign up for the trips shall take place immediately upon the formal bid posting. Any driver holding up the board will be bypassed by the transportation supervisor unless they can show good cause for not signing as per language in Section 7.11.3.5. B.

**Section 7.11.3.5. Regular Extra Trip Rules.**

- A. **No Trip Exchange** - Drivers will not be allowed to exchange trips with other drivers or jump to other trips out of the weekly trip posting rotation. The transportation supervisor may change assignments under unusual circumstances. The extra trip board will begin with the most senior driver at the beginning of each trip posting period.
- B. **Trip Board Assignment** - Trip signing is at 8:20 AM, Friday, or the last working day of the week. The Transportation Supervisor or his/her designee will supervise the trip assignments. All those wanting trips must be present in the driver's room unless on school district assignment. Trip drivers that are not present but are on school district assignment may turn in a Trip Assignment Sheet to the Transportation Supervisor or designee to assign trips for the absent driver. School district assignment is defined as a trip, meeting with school officials, on route, or drug testing. Cleaning, fueling, and/or washing buses are not considered school business, for purposes of trip assignment(s).
- C. **Late Trips** - Late Trips are those trip requests that become available during the same seven-day period, but after the Friday morning assignment process is completed. Assignment of Late Trips will be conducted as follows:
1. The late trip will be offered to the most senior driver, provided the trip will not cause the employee to go into overtime status for that week with the exception of the Trip Board going into overtime. If this happens, the late trip will be offered to drivers based on seniority until drilled.
  2. If the senior drivers (based on seniority) are already scheduled for a trip at the same time, they may switch to the Late Trip if the Late Trip adds at least two (2) hours of additional time.
  3. Any trip left vacant due to a senior driver switching to a Late Trip will be assigned to the next available driver on the seniority list, starting with the most senior driver without a trip.

- 1 4. This does not include “Syb Trips” which have a leave time four (4) hours or  
2 less from the time they become known to the Transportation Supervisor.  
3 These trips are described in “F” below.  
4 5. This does not apply to “placeholder” trips for anticipated playoff games or  
5 contests. Such trips are not subject to switches or overtime limitations  
6 because of the difficulty predicting sites, hours, and length of these trips.  
7

8 D. **Cancelled Trips** - If a driver is notified of a District cancellation less than four (4)  
9 hours prior to departure, the driver will receive a two (2) hour call out. This will not  
10 apply if the driver still completes all segments of their regular route prior to being  
11 notified. If the cancellation occurs for a trip planned on a weekend or holiday, the  
12 notice must be at least twelve (12) hours in advance, or the driver will receive two  
13 (2) hours of call out at time and one-half (1½). If the trip is canceled, the driver will  
14 be eligible for the next available trip as long as they have sufficient hours for that  
15 trip. If more than one (1) trip is canceled, the order of assignment will be, first trip  
16 canceled signs first, second trip canceled signs second, continuous; prior to normal  
17 rotation.  
18

19 E. **Rescheduled Trips** - If a trip has been rescheduled for any reason, and the  
20 rescheduled trip falls on a day that the driver has been assigned another trip, the  
21 drivers can choose which trip he/she wants as long as they do not go into overtime.  
22 All eligible drivers will have the opportunity to fill a forty (40) hour work week  
23 prior to moving to the overtime board. This rotation will begin anew each week with  
24 the most senior driver.  
25

26 F. **Emergency Late Trips** - An emergency late trip is defined as a trip being posted  
27 and leaving within four (4) hours or less. The Transportation Supervisor has the  
28 discretion to assign an emergency late trip in the most efficient manner available at  
29 the time and will attempt to give preference to the most senior driver when possible.  
30

31 G. **Driver Pre-Arranged Absence** - Drivers who have pre-arranged an absence with  
32 the Transportation Director the day before or the day of an extra trip assignment  
33 may still take their awarded trip. If the absence has not been prearranged, the  
34 Transportation Director will assign the trip according to the “Emergence Late Trips”  
35 procedure in ‘F’ above.  
36

#### 37 **Section 7.11.3.6. Overtime Extra Trips.**

38 Drivers shall not be considered eligible for extra trips if the extra trip would require the  
39 District to pay overtime. If overtime is unavoidable, these overtime trips shall be  
40 awarded in weekly rotation on a separate overtime rotation board.  
41

#### 42 **Section 7.11.3.7. Overnight Trips.**

43 Drivers shall be paid their regular hourly rate for all time during the driver’s normal  
44 workday. Any on-duty-time outside the driver’s normal workday shall be reimbursed at  
45 the extra trip rate or one and one-half (1½) the extra trip rate, for any on-duty-time over  
46 forty (40) hours in that week. The District shall furnish the driver a separate room,  
47 where possible, and meals. There shall be no pay for off duty or sleeping time outside  
48 the normal workday. Drivers shall be guaranteed eight (8) consecutive hours off duty



rest time between night duty and their first assignment the next day, when on overnight trips.

**Section 7.11.3.8. Bus Mechanics Split Shift.**

If a Bus Mechanic is asked to do a split shift due to another Mechanic's absence, and if the Mechanic's absence exceeds seven (7) consecutive working days, a sub will be called in to fill the position until the Mechanic on leave returns to work, provided, an adequately trained substitute Mechanic is available. If no adequately trained substitute is available, and the mechanic continues doing a split shift after seven (7) consecutive workdays the Mechanic with split shift will receive an additional fifty cents (\$0.50) per hour starting on the eighth (8<sup>th</sup>) day. This increase will be retroactive to the start of the split shift. This extra pay will continue until the other Mechanic returns or an adequate substitute becomes available. The Mechanic assigned to the split shift will return to their regular schedule.

**Section 7.11.4. Bus Driver Aide.**

Bus Driver Aide will be provided Right Response Training.

**Section 7.11.5. Use of District Vehicles.**

The district may use a non-school bus district vehicle for student(s) transportation at any time provided only school staff, coaches and/or person who are officers of the district (administrators, school board members) can drive school vehicles. Activities involving more than nineteen (19) students will be transported by school bus unless the Superintendent specifically approves and exception due to extenuating circumstances.

**Section 7.11.6. Lead Mechanic.**

The Lead Mechanic position is required to have all appropriate ASE Certifications (regular and advanced) related to school buses as a condition of employment. Any candidate selected for the position who does not have these certifications will have two (2) years to obtain and maintain the required certifications. The District will pay the cost of initial testing (not retests). Failure to obtain or maintain these certifications will be cause for dismissal. Regular bus mechanics are not required to have these certifications but may choose to earn them on their own. With prior approval, the District will pay the cost of testing for regular mechanic

**Section 7.12. Food Service.**

**Section 7.12.1. Catering.**

All food service personnel asked to do catering duties outside their regular workday will be paid on an extra duty time sheet at their regular pay.

**Section 7.12.2. Kitchen Gear and Footwear.**

The district shall provide each Food Service employee with three (3) aprons per school year. The District will reimburse up to one hundred dollars (\$100) per year for supervisor approved non-slip shoes.

**Section 7.12.3. Food Service Workday.**

When the students are less than a full day due to emergency, inclement weather, conference week, etc., the Food Service staff shall work all their regular contracted hours. Should their



normal work be completed earlier than normal, the Food Service Supervisor shall provide in-service training or direct the employees to complete other food service-related activities.

**Section 7.13. Summer School.**

Open positions during summer school will first be offered to regular employees in each applicable classification unit and will be awarded based on established seniority in each classification. Employees working in their same job classification will retain their longevity step that was paid during the school year. Employees working in a different job classification from their school year assignment will not retain any longevity step increases. (for the purposes of this section only, Paraeducators, Librarians, and Specialists will be considered one classification.) All positions will be paid at the rate for the position being filled.

**Section 7.14. District's Substitute Pool.**

A regular employee of the District may elect to be in the District's substitute pool for any classifications which he/she is qualified. An employee may accept substitute assignments that do not interfere with the performance of his/her permanent position. Fulfilling the permanent position is the employee's primary responsibility and takes precedence over accepting a substitute assignment. An employee who accepts a substitute assignment in his/her General Job Classification for a period of three (3) consecutive days, or more, shall receive compensation equal to that normally received by the employee in the higher classification at the higher rate of their own step of experience, retroactive for the entire period. A regular employee who accepts a substitute assignment out of his/her General Job Classification shall receive the Schedule A Step 1 rate of pay for that position.

**Section 7.15. Medical Flex Time.**

The District understands the difficulty employees occasionally have in scheduling medical appointments with the out-of-town providers. Supervisors will work with employees to flex up to one hour during the day for employees to arrive late or leave early for health care appointments for themselves or their dependents. Provided, the time lost will not be during any part of the employee's day when they are assigned to work with, supervise, or assist students. Flex time will be made-up at a mutually agreed time, in advance, between the employee and supervisor.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Twelve (12) Month Employee Holidays.**

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

- |                              |                              |
|------------------------------|------------------------------|
| 1. New Year's Day            | 8. Veterans Day              |
| 2. Martin Luther King Jr Day | 9. Thanksgiving Day          |
| 3. Presidents' Day           | 10. Day after Thanksgiving   |
| 4. Memorial Day              | 11. Day Before Christmas Day |
| 5. Juneteenth                | 12. Christmas Day            |
| 6. Independence Day          | 13. New Years Eve            |
| 7. Labor Day                 |                              |

**Section 8.1.1. Worked Holidays.**

Employees who are required to work on the above-described holidays shall receive twice the hourly rate for all hours worked on such holiday.

**Section 8.2. Holidays that Fall on a Weekend.**

If a paid holiday falls on Saturday, the preceding Friday shall be given as the paid holiday. If a paid holiday falls on a Sunday, the following Monday shall be given as the paid holiday.

**Section 8.3. Less than Twelve (12) Month Employee Holidays.**

Employees working less than twelve (12) months shall receive the following paid holidays:

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

Juneteenth is only included as a paid holiday if it falls within the employee's work year. In order to qualify, the employee must be scheduled to work the Friday before if June 19 falls on a Saturday, or the Monday after if June 19 falls on Sunday.

**Section 8.4. Un-Worked Holidays.**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs.

**Section 8.5. Vacations.**

All twelve (12) month employees subject to this Agreement shall be credited with hours of vacation credit, based on the twelve (12) months worked prior to their anniversary dates. Such vacation credit shall be earned, vested, and used as designated in this Article.

**Section 8.6. Vacation Credits.**

The vacation credit to which an employee shall be entitled shall be computed as follows:

Upon completion of one (1) year of service, each twelve (12) month employee shall be granted ten (10) days paid vacation.

Upon completion of five (5) years of service, each twelve (12) month employee shall be granted fifteen (15) days paid vacation.

Upon completion of fifteen (15) years of service, each twelve (12) month employee shall receive one (1) additional day of vacation for each year of service up to a maximum of twenty (20) days total.

**Section 8.6.1. Employees who Resign or Retire.**

Employees who resign or retire before their annual accrual date shall be credited with vacation benefits prorated on hours worked since their last accrual date.

1 **Section 8.7. Vacation Eligibility.**

2 Eligibility for use of vacation credit for twelve (12) month employees shall be determined as follows:

- 3
- 4 A. An employee becomes eligible to use his vacation credit after reaching his first eligibility date.
- 5
- 6 B. The eligibility date of an employee newly hired shall occur on the anniversary date of his
- 7 employment; provided, however, that employees shall be eligible for benefits accruing during the
- 8 first year prorated to the next September 1.
- 9
- 10 C. An employee who works eleven (11) workdays in any calendar month will be given credit for the
- 11 full calendar month.
- 12

13 **Section 8.8. Layoff and Leave of Absence Eligibility.**

14 Time on layoff and time on authorized leave of absence will be counted as continuous service for the

15 purpose of establishing and retaining eligibility dates.

16

17 **Section 8.9. Carryover of Vacation.**

18 Any vacation days currently due, but unused by the new accrual date each year may be carried over for

19 one (1) year following the new accrual date with the approval of the immediate supervisor and

20 administration. The total of the current year accrued plus any carryover balance from the previous year

21 may not exceed more than two hundred forty (240) hours at any time.

22

23 No vacation may be carried over for more than one (1) year beyond the date on which it became due;

24 provided, however, no employee shall be denied accrued vacation benefits due to District employment

25 needs.

26

27 **Section 8.10. Scheduling of Vacation.**

28 It is agreed that vacations shall be scheduled at the request of the employee unless such vacation would

29 disrupt the normal activities of the School District. Twelve (12) month employees may be allowed to

30 take vacation during the school year as well as during the summer with the Superintendent's approval.

31 Vacation selection shall be made on a seniority basis as long as the requests have been submitted forty-

32 five (45) calendar days in advance. If requests are not submitted at least forty-five (45) calendar days

33 in advance, requests shall be granted on a first come, first served basis.

34

35

36

37 **ARTICLE IX**

38 **LEAVES**

39

40

41 **Section 9.1. Leave for Illness, Injury and Emergency.**

42 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,

43 however, that each employee who works the normal school year shall earn a minimum of ten (10) days

44 sick leave per year. An employee who works eleven (11) workdays in any calendar month will be given

45 credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the

46 number of annual contracted days worked by the employee. The District shall project the number of

47 annual days of sick leave at the beginning of the school year according to the estimated calendar months

48 the employee is to work during that year. The employee shall be entitled to the projected number of days

1 of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of regular  
2 hourly rate applicable to all hours worked per day; provided, however, that should an employee's normal  
3 daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave  
4 benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave  
5 is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

6  
7 Should an employee use sick leave beyond the number of days earned or accumulated, and then leave the  
8 District employ, the cost of said days taken which were paid to the employee shall be deducted from the  
9 employee's final check. Employees may be required to furnish verification from a health care  
10 professional after five (5) consecutive days absence or five (5) individual absences in any month.  
11 Employees may be required to furnish a doctor's certificate verifying appointment(s) anytime sick leave  
12 is requested due to doctor's appointment.

#### 13 14 **Section 9.1.1. Family Illness.**

15 The District shall grant an employee use of accrued sick leave to care for their immediate  
16 family. Immediate family shall be defined as: spouse, parent, child, grandchild, grandparent,  
17 sibling, niece, nephew, aunt, or uncle, or those of the employee's spouse, marriage partners of  
18 the employee's children, parents, siblings, grandchildren or grandparents, any person living in  
19 the same household as the employee, or any dependent of the employee. The District may  
20 require verification from a health care professional after five (5) consecutive days absence or  
21 five (5) individual absences in any month. Employees may be required to furnish a doctor's  
22 certificate verifying appointment(s) anytime sick leave is requested due to a child's doctor's  
23 appointment.

#### 24 25 **Section 9.1.2. Transfer of Sick Leave.**

26 Accumulated sick leave can be transferred within the state as provided by  
27 law, RCW 28A.400.300.

#### 28 29 **Section 9.1.3. Workman's Compensation.**

30 Any employee injured on the job and receiving Workman's Compensation shall be insured for  
31 that portion of the employee's base daily salary not compensated by Workman's  
32 Compensation. Benefits shall be augmented from sick leave benefits to equal the employee's  
33 base daily salary; provided, however, the combination of Workman's Compensation and sick  
34 leave benefits shall not exceed the employee's base daily salary.

#### 35 36 **Section 9.1.4. Sick Leave Incentive Attendance Program.**

37 In January of the year following any year at which a maximum of sixty (60) days of leave for  
38 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
39 option to receive remuneration for unused leave for illness or injury in excess of sixty (60) days  
40 accumulated leave at a rate of one (1) day's monetary compensation for each four (4) days of  
41 accrued leave for illness or injury, which days shall be deducted from accrued leave time. At  
42 the time of separation from school District employment due to retirement or death, an eligible  
43 employee or employee's estate shall receive remuneration at a rate equal to one (1) day's  
44 monetary compensation for each four (4) days of accrued leave for illness or injury, not to  
45 exceed one hundred eighty (180) days. All cash-out remuneration shall be at the employee's  
46 current salary rate.

1 **Section 9.1.5. Conversion of Illness Leave upon Retirement or Death.**

2 A. **Eligible Employees.**

3 Each employee who subsequently terminates employment may personally, or through his or  
4 her estate in the event of death, elect to convert all eligible, accumulated, unused illness  
5 leave days to monetary compensation as provided in this section.

6  
7 For the purposes of this section, an eligible employee shall be defined as:

- 8 1. Employees who separate from employment due to retirement or death.  
9 2. Employees who separate from employment and who are at least age fifty-five (55)  
10 and have at least ten (10) years of service in SERS 3.  
11 3. Employees who separate from employment and who are at least fifty-five (55) and  
12 have at least fifteen (15) years of service in SERS 2.

13  
14 B. **Eligible Illness Leave Days.**

15 All unused illness leave days that have been accumulated by an eligible employee at a rate  
16 of accumulation no greater than one (1) full day per month of employment as provided  
17 elsewhere in this Agreement (a maximum of twelve (12) days per year), less illness leave  
18 days previously converted, and those credited as service rendered for retirement purposes,  
19 may be converted to monetary compensation upon the employee's termination of  
20 employment due to retirement or death.

21  
22 C. **Rate of Conversion.**

23 Illness leave days that are eligible for conversion shall be converted to monetary  
24 compensation at the rate of twenty-five percent (25%) of an employee's full-time daily rate  
25 of compensation at the time of termination of employment for each full day of eligible  
26 illness leave, to a maximum of one hundred eighty (180) days. Partial days of eligible  
27 illness leave shall be converted on a pro-rata basis.

28  
29 All illness leave days converted pursuant to this section shall be deducted from an employee's  
30 accumulated sick leave balance.

31  
32 Compensation received pursuant to this section shall not be included for the purpose of  
33 computing a retirement allowance under the Public Employees' Retirement System.

34  
35 **Section 9.1.6. Sick Leave Sharing.**

36 A. **Right to Donate.**

37 Employees may donate sick leave to come to the aid of another school district employee  
38 who has exhausted their sick leave or is suffering from an extraordinary or severe illness,  
39 injury, impairment or physical or mental condition which causes or is likely to cause the  
40 employee to take leave without pay or terminate his or her employment.

41  
42 B. **Minimum Accumulation.**

43 An employee who has an accrued sick leave balance of more than sixty days (60) days may  
44 donate such leave.

45  
46 C. **Limits.**

47 Employees cannot donate sick leave days that would result in their sick leave account going  
48 below twenty (20) days.

1  
2 D. Status of Leave Employees.

3 While an employee is on leave under this section, he or she shall be classified as an  
4 employee and shall receive the same treatment in respect to salary, wages, and employee  
5 benefits as the employee would normally receive if using accrued sick leave. Payment of  
6 sick leave shall be in accordance with state statutes, rules, and regulations.  
7

8 **Section 9.2. Family Emergency Leave.**

9  
10 **Section 9.2.1. Family Emergency Leave.**

11 For reasons of a serious accident or serious illness in the immediate family, each employee  
12 shall be granted a maximum of seven (7) days' leave each school year during which no  
13 deduction shall be made.  
14

15 A. Immediate Family shall be defined as:

- 16 1. In the event of serious illness or serious accident, as a brother, sister, parent,  
17 spouse, son, daughter, mother-in-law, father-in-law, or any dependent of the  
18 employee.

19 B. Serious accidents and serious illness shall be defined as those which require  
20 hospitalization or the doctor's certification that the presence of the employee is  
21 necessary.  
22

23 The District shall grant an employee's use of accrued sick leave for family emergency leaves  
24 that are beyond the seven (7) days provided in this section and that are specifically outlined by  
25 the Board Policy.  
26

27 **Section 9.2.2. Bereavement Leave.**

28 For reason of death in the immediate family, each employee shall be granted five (5) days  
29 maximum leave for each death during which no deductions from sick leave shall be made. In  
30 case of multiple deaths, the leave would run concurrently.  
31

32 Immediate family for the purpose of this section shall mean spouse, parent, child, sibling,  
33 grandchild, grandparent, niece, nephew, aunt, uncle, mother-in-law, father-in-law, sister-in-law,  
34 brother-in-law, son-in-law, daughter-in-law, step-parent, step-children, foster parents, marriage  
35 partners of the employee's children, parents, siblings, or those of the employee's spouse or any  
36 person living in the same household and is a dependent of the employee.  
37

38 One (1) day of bereavement leave is available for the death of anyone not listed above. To be  
39 deducted from accumulated sick leave.  
40

41 **Section 9.3. Emergency Leave.**

42 Each employee shall be entitled to one (1) day emergency leave paid per year with the approval of the  
43 supervisor or Superintendent. This day is neither sick leave nor bereavement leave and is noncumulative.  
44 Additional emergency leave may be taken due to a problem that has been suddenly precipitated or was  
45 unplanned or where preplanning could not relieve the necessity for the employee's absence. Such  
46 additional leave shall be deducted from sick leave.  
47



**Section 9.4. Emergency Leave Restrictions.**

A leave not specifically defined by District policy or this Agreement shall be of an emergency nature and will be restricted to five (5) consecutive workdays unless an extension is granted by the Superintendent.

**Section 9.5. Less than One-Half Day.**

If less than one-half (½) day is granted for leave, it is up to the discretion of the supervisor to determine if a deduction shall be made.

**Section 9.6. Maternity Leave.**

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 9.1. above. Before returning to work, the employee must be certified by her physician as ready and able to return.

**Section 9.7. Paternity Leave.**

A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 9.1 above.

**Section 9.7.1. Adoption Leave.**

In the event of adoption, use of sick leave may include time for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours, and such additional activity as is required to make the immediate inclusion of the adopted child into the employee's household.

**Section 9.8. Personal Leave Days.**

All employees shall be entitled to three (3) paid personal leave days (PLD) paid per year. In addition, after the three (3) paid personal days are used, employees will have the option of two (2) additional personal leave days deducted from sick leave per year. If the employee does not have at least four (4) sick leave days available, the employee may not use this option without permission by the Superintendent due to extraordinary circumstances.

Personal leave shall not be taken on the first or last day of school. No more than three (3) personnel at each job site of the same classification shall be on personal leave on the same day. Personal leave is neither sick leave nor bereavement leave. Personal leave is on a first come first served basis. Notice of intended use shall be given in advance of such leave as soon as reasonably possible. Personal leave may be accumulated up to five (5) days. Any unused personal days in excess of five (5) days will be cashed out on a one-to-one basis on August 31 and paid in the employee's September pay warrant.

**Section 9.8.1. Loyalty Paid Days.**

Employees will be rewarded for long-term service.

- Starting in September after the employee's ten (10) year anniversary of their hire date in the district through their fourteen (14) year, they will receive the equivalent of one (1) day of pay in their December pay warrant.



- Starting in September after the employee's fifteen (15) year anniversary of their hire date through their nineteen (19) year in the district and each year thereafter, the employee will receive the equivalent of a total of two (2) days of pay in their December pay warrant.
- Starting in September after the employees twenty (20) year anniversary of their hire date in the district and each year thereafter, the employee will receive the equivalent of a total of three (3) days of pay in their December pay warrant.

#### **Section 9.9. Family and Medical Leave.**

Any employee employed for one (1) year shall be eligible for leave benefits as provided in the Family and Medical Leave Act of 1993.

#### **Section 9.10. Judicial Leave.**

In the event an employee is summoned to serve as a juror or appear as a witness in court or any other contested proceeding involving the District, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence; provided, however, that any monies received for such service shall follow established Board Policy #5408. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that the employee is a party in a court action, such employee may request a leave of absence.

#### **Section 9.11. Leave of Absence.**

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, schooling, or training, one (1) additional year may be granted. The employee may elect to retain health insurance, provided the employee pays the required premiums.

Employees must send a letter to the District no later than thirty (30) days prior to scheduled return giving the District notice of intent to return. If no notice is received by that date, the employee shall be considered to have forfeited the right to reemployment. No employee on leave will be allowed to return early without the supervisor's permission.

Regular employees shall have the opportunity to fill in for employees on leave of absence using their seniority within their classification(s). This applies to a leave of absence only. The employee must have the skill level to fill-in by seniority.

##### **Section 9.11.1. Returning Employee.**

The returning employee will be assigned to the position occupied before the leave of absence. Employees hired to replace employees on leave of absence shall be hired for a specific period of time. It shall be the responsibility of the employer to inform replacement employees of these provisions.

##### **Section 9.11.2. Rights While on Leave of Absence.**

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence.

**Section 9.11.3. Leaves Submission.**

All leaves submitted to the appropriate administrator/supervisor shall be processed in a timely manner.

**Section 9.11.4. Absent from Position Five (5) Days or More.**

Should an employee be absent from their position for five (5) days or more, a qualified employee in the same location will be offered the opportunity to move into the vacated position in order to increase their hours, their wage or gain experience in the vacant position/classification. It is agreed that the employee on leave does not relinquish their position or their right to return to work.

This assignment shall be for the duration of the absence or until the employee on leave resigns or is otherwise unable to return to their position. At that time, the position will be posted according to the current collective bargaining agreement. Any position which is vacated by the employee who is temporarily filling-in for the absent employee shall be filled by a substitute.

**Section 9.11.5. Absence Due to Attack or Injury.**

Whenever an employee is absent from employment as a result of physical attack or injury sustained in the course of employment, and qualifies for Industrial Accident and Workman's Compensation coverage, the employee may elect to access his or her sick/vacation leave while receiving time loss. The employee also has the option to buy back his/her sick/vacation leave at the rate of one (1) day of pay for each four (4) days leave pro-rated by FTE.

**Section 9.12. Attendance Incentive.**

Any employee covered by this Agreement that uses zero (0) days of sick leave for illness per year shall be entitled to one (1) additional day of pay based on their regular work shift hours to be paid at the end of the fiscal year.

**Section 9.13. Paid Family and Medical Leave.**

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing February 1, 2019, the District shall pay their mandated portion of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML.

**ARTICLE X**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 10.1. Hire Date.**

The seniority of an employee shall be established as of the date on which he/she was hired as a regular employee by the District (hereinafter referred to as "hire date"). Hire date tiebreaker for future employees starting September 1, 1999: 1. Date of application, 2. Alphabetical last name, 3. Highest total of the last

four (4) numbers of their social security number. Such seniority as a regular employee shall be lost as hereinafter described.

**Section 10.1.1. Retire/Rehire.**

Employees who return under retire/rehire status will be employed as outlined in board policy. Employees who return are not eligible for seniority benefits or employment renewal. Positions will be posted on an annual basis.

**Section 10.2. Probation.**

Each newly hired employee shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date. During this probationary period, no seniority rights regarding shift selection, vacation periods, overtime, assignment, or layoff will apply, and the District may discharge such employee at its discretion. Probation pay will be at one hundred percent (100%) of entry level. After probation, the employee will be subject to all the provisions of the Agreement. Twelve (12) month employees who successfully complete the probationary period will receive vacation credit based on their hire date.

**Section 10.3. Loss of Seniority Rights.**

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

- A. Resignation.
- B. Discharge for any reason contained in this Agreement.
- C. Retirement.
- D. Change of job classification within the bargaining unit, as hereinafter provided.

**Section 10.4. Seniority Rights Not Lost.**

Seniority rights shall not be lost 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.
- C. Time spent on other authorized leaves of absence.
- D. Time spent on layoff less than 24 months.

**Section 10.5. Effective Date of Seniority Rights.**

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 1.2.

**Section 10.6. Seniority Rights.**

The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods, and scheduled overtime. The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Association grievance committee chairperson its reasons why the senior employee or employees have been bypassed.

1 **Section 10.6.1. Posting of New or Open Positions.**

2 Any position open in any department, shall be publicized on the District website and a mass  
3 e-mail will be sent to every employee so that interested employees may be reasonably informed  
4 of the vacancy.

5  
6 **Section 10.6.1.1. Job Postings During the Summer.**

7 Any employee wishing to receive job postings through the summer months must notify  
8 the District by the end of the school year.

9  
10 **Section 10.6.2. Changing Job Classifications.**

11 Any employee who changes positions within their classification shall receive credit for each  
12 previous year of service for step placement on the salary schedule.

13  
14 **Section 10.6.3. Hourly Rate Changing Job Classifications.**

15 Employees who voluntarily change positions will be placed at the wage for the new position.  
16 The employee will retain all years of experience in the District.

17  
18 **Section 10.6.4. Retention of Job Classification Hire Date.**

19 For layoff purposes only, an employee who changes job classification within the bargaining unit  
20 shall retain his/her hire date in the previous classification for a period of one (1) year,  
21 notwithstanding that he/she has acquired a new classification seniority date.

22  
23 **Section 10.7. Temporary Employee.**

24 Vacancies in established regular bargaining unit positions shall not be filled by temporary employee(s)  
25 for more than thirty (30) workdays, except as provided in Section 9.11.1. Established bargaining unit  
26 positions are those which are not seasonal, filled on an overflow basis, subject to short-term financing, or  
27 in a period of reorganization.

28  
29 **Section 10.8. Reemployment List.**

30 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
31 District according to layoff ranking. Such employees are to have priority in filling an opening in any  
32 classification held prior to layoff. Names shall remain on the reemployment list for two (2) years.

33  
34 **Section 10.8.1. Bumping Rights.**

35 Whenever a classified employee's position is terminated (program cut) or an employee is laid  
36 off, the senior employee shall have the right to "bump" an employee with less seniority within  
37 the same job classification, if qualified, according to District determined criteria, even if the  
38 junior employee has more hours.

39  
40 **Section 10.9. Layoff Status.**

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

43  
44 **Section 10.10. Layoff Status Requirements.**

45 An employee shall forfeit rights to reemployment as provided in Section 10.8. if the employee does not  
46 comply with the requirements of section 10.9. or if the employee does not respond to the offer of  
47 reemployment within fifteen (15) days after actual receipt.

**Section 10.11. Rejection of Layoff Status.**

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

**Section 10.12. Seniority Tie.**

A drawing shall be done at the time of Board confirmation. The drawing to be done by a neutral party with the District, the Union President, the people that have been hired, and the PSE Union Representative. The Union Representative will do the drawing.

An asterisk (\*) will go by the names of those that had to draw for seniority and the date that the drawing took place. The process for selection of new or current employees before drawing is as follows:

- A. Worked in District - If two (2) or more, all those that have previously worked in the District, length of time will be the first criteria.
- B. Subbed in District - If two (2) or more, their names will be placed in a hat for drawing.
- C. Previous PSE experience in another District (within the State of WA.) - If two (2) or more, all those that have previous PSE experience will be in the drawing to break a tie.
- D. New Hires - No other experience - Names in hat for drawing.

**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1. Discharge or Discipline.**

The District may discharge or discipline any employee subject to this Agreement for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this Agreement. If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 11.1.1. Progressive Steps of Discipline.**

The progressive steps shall generally be as follows:

- A. Verbal Warning
- B. Written Warning
- C. Short/Long Suspension
- D. Discharge

The District agrees to act in good faith in the dismissal of any employee. Employees have the right to seek redress through the negotiated grievance procedures.

**Section 11.2. Employment Notification.**

It is mutually agreed that the School District shall notify employees of intent to rehire for the next school year on or before June 1 of the current school year. The employee will notify the School District of intent to return for the next school year.

## ARTICLE XII

### INSURANCE

#### **Section 12.1. Employee Insurance.**

Beginning January 1, 2020, and each year thereafter, 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.

##### **Section 12.1.1. SEBB Eligibility Rules.**

Beginning January 1, 2020, the employer agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred and thirty (630) hours or more per school year. The employer also agrees to provide within ten (10) workdays of eligibility SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

##### **Section 12.1.2. District Pooling.**

Beginning January 1, 2020, the District pooling will no longer be an option.

#### **Section 12.2. Tort Liability.**

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

## ARTICLE XIII

### SAFETY AND HEALTH

#### **Section 13.1. Workplace Safety.**

Employees shall be provided a workplace free of recognized hazards to their health and safety.

#### **Section 13.2. District Safety.**

Since it is mutually recognized by the signatures of this contract that safety within the confines of the School District is paramount, the School District shall provide first aid and fire prevention courses to all classified employees within the School District. It is agreed that all employees shall be vigilant in seeking out unsafe or hazardous objects and will report them immediately to the appropriate personnel for correction.

#### **Section 13.3. Safety School Online Training.**

Employees will be allocated up to seven (7) hours outside their regular contracted hours to complete the District's online safety training. This time must be used within the first thirty (30) school days of each year. These hours will be compensated for using the timesheet process.



## ARTICLE XIV

### ASSOCIATION MEMBERSHIP AND CHECKOFF

#### **Section 14.1. Membership.**

Each employee subject to this Agreement may choose to become a member of the Association in good standing by paying monthly dues. Maintaining membership with the Association entitles the members to additional benefits of union membership. The Association will be the custodian of records in terms of employee membership.

#### **Section 14.2. Deduction and Transmittal of Dues.**

The District agrees to accept dues authorizations via recorded voice authorization or by E-signature in accordance with "E-SIGN". The Association will, upon request, provide a list of those members who have authorized Association membership via voice authorization to the District. In addition, the Association will provide upon request, access for the District to the .wav (or other digital format) files associated with the voice authorization. PSE will be the custodian of all records related to voice / E-signature authorizations. The association agrees that as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

##### **Section 14.2.1. Remittance Report.**

The District agrees to electronically submit a report monthly along with its remittance of dues identifying each employee by name, social security number, position, gross salary, and dues and assessments, or service charges, amount remitted. The same report will be forwarded to the President of the local Public School Employees Chapter, upon request.

#### **Section 14.3. Local Dues.**

Once during each school year on the employee's October or initial pay warrant, the District shall deduct local Chapter dues from the pay of state dues paying members of the Association and remit to the chapter treasurer. Prior to September 1 the amount of said deduction shall be conveyed to the District by the Chapter President.

#### **Section 14.4. Political Action Committee.**

The District shall, upon receipt of a written, recorded voice and/or electronic authorization form, from at least five (5) members, that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union with the monthly dues transmittal check. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.

#### **Section 14.5. Hold Harmless.**

The Association agrees to indemnify and hold the District harmless from any claim filed by any employee regarding any of the provisions of this section with the District's acceptance of voice and/or electronic authorization of membership and/or the Association's representation regarding the existence of a valid membership authorization, as well as for complying with any of the provisions of this Article of the Agreement. The Association agrees to reimburse the District for any damages or attorney fees incurred by them as a result of any claim made by any employee as a result of this section.



## ARTICLE XV

### GRIEVANCE PROCEDURE

#### **Section 15.1. Grievance Interpretation.**

Grievances or complaints arising between the District and its employees within the bargaining unit defined herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement shall be resolved in strict compliance with this Article. Nothing contained in this Article shall limit the right of employees to pursue adjustment of their grievances according to RCW 41.56.080.

#### **Section 15.2. Grievance Steps.**

##### **Section 15.2.1. Step 1.**

Employees shall first discuss the grievance with their immediate supervisor. If employees wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall have five (5) workdays to respond.

##### **Section 15.2.2. Step 2.**

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

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration, within ten (10) workdays of the response in Step 1. The parties will have five (5) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The employee reserves the right to appear before the supervisor and explain his/her grievance.

##### **Section 15.2.3. Step 3.**

If no settlement has been reached within the five (5) days referred to in the preceding section, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the Superintendent's designee.

After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The employee reserves the right to appear before the Superintendent or his designee and explain his/her grievance, at which the employee may be accompanied by an Association representative or designee.

1  
2 **Section 15.2.4. Step 4.**

3 If no settlement has been reached within the ten (10) days referred to in the preceding  
4 subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to  
5 the District Board of Directors. After such submission, the parties will have thirty (30)  
6 workdays from submission of the written statement of grievance to resolve it by indicating on  
7 the statement of grievance the disposition. If an agreeable disposition is made, all parties to the  
8 grievance shall sign it. The Board of Directors reserves the right to summon the employee for  
9 an oral statement of the grievance. The employee reserves the right to appear before the Board  
10 to explain the grievance. At any appearance before the Board, the employee may be  
11 accompanied by an Association representative or designee.  
12

13 **Section 15.2.5. Step 5.**

14 If no settlement has been reached within the thirty (30) days referred to in the previous  
15 subsection, the employee may demand arbitration of the grievance. Any dispute, claim or  
16 grievance arising out of or relating to the interpretation, or the application of this Agreement  
17 shall then be submitted to arbitration of the American Arbitration Association (AAA), PERC,  
18 or FMCS. Any such demand for arbitration must be made in writing within twenty (20) days  
19 after the thirty (30) day period referred to in Section 15.2.4. and this section.  
20

21 Within ten (10) days after such written notice of submission to arbitration, the Superintendent  
22 and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a  
23 commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator  
24 or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators  
25 may be made to the American Arbitration Association, PERC, FMCS, or other agency by either  
26 party. The parties will be bound by the rules and procedures of the agreed upon agency chosen.  
27

28 Neither party shall be permitted to assert in the arbitration proceedings any evidence which was  
29 not submitted to the other party before the request for arbitration.  
30

31 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning  
32 and conclusions on the issues submitted. The arbitrator will be without power of authority to  
33 make any decision which requires the commission of an act prohibited by law or which violates  
34 the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and  
35 the Association and will be final and binding upon the parties.  
36

37 The costs for the services of the arbitrator, including per diem expenses, if any, and his travel  
38 and subsistence expenses and the cost of any hearing room, will be borne solely by the loser  
39 (Board or Association). All other costs will be borne by the party incurring them.  
40

41 **Section 15.2.6. Election of Remedies.**

42 Any matter which has an alternate form of resolution (for example, Superior Court, Human  
43 Rights Commission, PERC, OCR, U.S. Department of Labor, etc.) may be utilized by an  
44 employee in place of arbitration, but in no case will arbitration be allowed or utilized in  
45 addition to alternative remedies such as those illustrated above.  
46  
47

1 **Section 15.2.7. Time Limits.**

2 The time limits provided in this Article shall be strictly observed unless extended by written  
3 agreement of the parties. In the event a grievance is filed after May 15 of any year, the District  
4 shall use its best efforts to process such grievance prior to the end of the school term or as soon  
5 thereafter as possible.  
6

7 **Section 15.2.8. Grievance and Arbitration Hearings.**

8 All hearings or conferences pursuant to this Grievance Procedure shall be scheduled at a time  
9 and place which will afford a reasonable opportunity for all parties entitled to attend to be  
10 present, including any and all witnesses.  
11

12 **Section 15.2.9. Continuity of Grievance.**

13 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder  
14 may be processed through the grievance procedure until resolution.  
15  
16

17  
18 **ARTICLE XVI**

19  
20 **TRANSFER OF PREVIOUS EXPERIENCE**  
21

22 **Section 16.1. New Hire Longevity Credits.**

23 Any new hire who had just previously been employed by any school district in the State of Washington,  
24 and is hired to perform work similar to that, in which he was previously engaged, shall be given  
25 longevity credits in the District in accordance with this Article.  
26

27 **Section 16.2. Transfer of Prior Work Experience in Washington State.**

28 The new hire shall be permitted to transfer prior like work experience in another Washington State School  
29 District as outlined in RCW 28A.400.300.  
30

31 **Section 16.3. Longevity Credit Benefits.**

32 The longevity credit to be transferred shall be applicable to all benefits herein including Schedule A,  
33 except the seniority provisions.  
34  
35

36 **ARTICLE XVII**

37  
38 **SALARIES AND EMPLOYEE COMPENSATION**  
39

40 **Section 17.1. Schedule A Salaries.**

41 Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in  
42 Schedule A attached hereto and by this reference incorporated herein.  
43

44 **Section 17.2. Schedule A Term.**

45 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and  
46 conditions of Section 18.3. Should the date of execution of this Agreement be subsequent to the effective  
47 date, salaries, including overtime, shall be retroactive to the effective date.  
48

**Section 17.3. Retroactive Pay.**

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 18.3, on the first regular pay day following agreement on such schedule.

**Section 17.4. Schedule A Incremental Step Increases.**

Annual increments shall be granted to all employees on September 1 of each year during the term of this Agreement; provided, however, that new employees subject to this Agreement must have been hired prior to the last day of February in order to be eligible for an increment during the first year.

**Section 17.5. Payroll Prorated for Twelve (12) Months.**

Employees shall receive paychecks on a twelve (12) month bases. Employees may receive checks on an as earned basis (less than twelve (12) month basis) upon showing undue hardship and approval by the Superintendent. Payroll will be dispersed through Direct Deposit for all new employees. (Direct Deposit placed in the contract 9/1/08)

**Section 17.6. Uniforms and Protective Gear.**

Mechanics shall be furnished with seven (7) sets of uniforms (shirts and pants) upon request. The District will maintain laundry equipment (washer/dryer) in the transportation department.

Maintenance/Grounds employees will be provided six (6) t-shirts a year. The District will continue to provide appropriate common safety gear for employees when using chemical sprays.

**Section 17.6.1. Footwear Stipend.**

Mechanics, Maintenance/Grounds, and Custodians will be reimbursed each school year up to a maximum of one hundred fifty dollars (\$150) approved safety footwear such as steel-toed boots. Upon proof of purchase, reimbursement will be made by the District.

**Section 17.7. Student Discipline Meetings.**

Drivers required to report to meetings to discuss student discipline on their own time will be paid for all time spent at their regular hourly wage, except as provided in Section 7.8. and only if applicable.

**Section 17.8. Travel/Meals.**

All PSE employees will be reimbursed, when applicable or prior approved, based on the OSPI per County meal rates as established by October 1 of each year. Itemized receipts must accompany all such requests. Any variance from the above amounts must be approved by the Superintendent or his designee. Mileage will be reimbursed at the State rate.

**Section 17.9. AA Degree Increase.**

A salary bonus of two percent (2%) shall be added to the wage of those employees with a job-related AA degree. Exception: Unless the AA is a requirement of the job.

**Section 17.10. BA/BS Degree Increase.**

A salary bonus of four percent (4%) shall be added to the wage of those employees with a specific job-related BA/BS degree. Exception: Unless the BA/BS is a requirement of the job.

**Section 17.10.1. Bilingual Stipend.**

The District will provide an annual stipend to selected employees that perform regular translation services for parents. The District will initiate a selection process at each building to identify employees willing to provide this service. The stipend will be six hundred dollars (\$600) per year, paid monthly. In addition to this stipend, if the translation services require the employee to work beyond their regular hours, they may timesheet any additional hours. This will not prevent or limit the District from engaging professional translation services when a certified translator is needed for specific meetings.

**Section 17.11. Mechanic Operation Tools.**

Mechanics will be required to supply all general daily operation tools. The District will supply all school bus/shop specific tools.

**Section 17.12. Food Service Added Workdays.**

Food service employees will work one (1) day prior to the first day of school and the last day of school.

**Section 17.13. Renewal of License, Certifications and Health Requirements.**

The District shall pay the total costs of any renewal license, certificates and health required as a condition of employment. Bus drivers shall be fully reimbursed for the cost of their C.D.L. renewal above and beyond the standard fee for driver's license renewal.

Department of Transportation (DOT) physical examination as a condition of employment will be reimbursed every two (2) years and co-pays for any interim required physicals.

**Section 17.14. VEBA.**

The District has adopted the VEBA sick leave conversion medical reimbursement plan (the Plan) pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution on an annual basis and at retirement in accordance with the statute.

It is understood that all eligible employees will be required to sign and submit to the District, a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such an agreement to the District she/he will not be permitted to participate in the plan at any time during the term of the agreement and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

Retirement Sick Leave Conversion: For the purpose of retirement contribution to the Plan, all employees covered by this agreement who retire during the term hereof, shall be eligible and excess sick leave shall be defined as the sick leaves days accruing to the credit of such employee during the term of this agreement.

Regardless of provisions in this section, VEBA rules and regulations will prevail should any changes occur. If a discrepancy is found, the parties will meet within two (2) weeks to correct the language.

1 **Section 17.15. Committee Work.**

2 Any employee asked by their supervisor to be on a Building Leadership Team or other committee will be  
3 paid at their regular hourly rate any for hours spent in those meetings with a ninety (90) minute minimum  
4 per meeting. Meetings not rescheduled but cancelled on the day of the meeting will continue to receive  
5 compensation. Meetings exceeding ninety (90) minutes will be time sheeted and compensated for the  
6 entire meeting at the employee's hourly rate. Employees will be paid at the overtime rate for any hours  
7 beyond forty (40) in a given work week. Participation in committees is voluntary.

8  
9 **Section 17.16. Building Surveys.**

10 Both the District and the Association have an interest in promoting a positive school climate in each  
11 building. Annually, an anonymous survey of all employees regarding building climate will be completed.  
12 The District will distribute the surveys through the worksite administrator, and will be turned into a  
13 designated administrative assistant who will package and return the surveys to the District Office. The  
14 results will be shared with the principals. The strengths and opportunities from the report will be shared  
15 at a labor-management meeting and then with the building employees.

16  
17  
18 **ARTICLE XVIII**

19  
20 **TERM**

21  
22  
23 **Section 18.1. Term of Agreement.**

24 The term of this Agreement shall be September 1, 2023 to August 31, 2026. All provisions of this  
25 Agreement shall be applicable to the entire term of this Agreement notwithstanding its executive date,  
26 except as provided in the following section.

27  
28 **Section 18.2. Openers.**

29 This Agreement may be reopened and modified at any time during its term for the following reasons:

- 30  
31 1. Upon mutual consent of the parties in writing.
- 32  
33 2. To consider the impact of any legislation enacted following execution of this Agreement  
34 which may arguably affect the Terms and Conditions herein or create authority to alter  
35 personnel practices in public employment.

36  
37 **Section 18.3. Implicit Price Deflator (IPD).**

38 It is mutually agreed that the legislatively approved percentage increase of funding (IPD) will be applied  
39 as the percentage increase to the wage scale in Schedule A subject to the receipt of such funds by the  
40 District and in compliance with such distribution guidelines as may be adopted by the State  
41 Superintendent of Public Instruction.

42  
43 **Section 18.4. Schedule A Increases.**

44 During the term of this agreement, Schedule A shall be increased as follows:

45  
46 2023-2024 School Year:

- 47 • Paraeducators I and II will have their hourly wage increased by fifteen cents (\$.15) + the IPD.
- 48 • All employees will receive a three-point seven percent (3.7%) increase.



2024-2025 School Year:

- All employees will receive a three-point nine percent (3.9%) increase.

2025-2026 School Year:

- The parties agree to a limited opener to bargain Schedule A wages only.

## ARTICLE XIX

### STAFF DEVELOPMENT

#### Section 19.1. Staff Development and Training.

The District will provide thirty-five hundred dollars (\$3,500.00) to job-related staff development and training for employees.

### SIGNATURE

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

QUINCY CHAPTER

BY: Kim Bacon  
Kim Bacon, Chapter President

QUINCY SCHOOL DISTRICT #144-101

BY: Nik Bergman  
Dr. Nik Bergman, Superintendent

DATE: 11-20-2023

DATE: 11-20-23

## COMPUTER USE POLICY

I will maintain the confidentiality of my user ID and password. I will not use another person's ID and password to gain entry into the computer system or voice message system.

I will not create, seek observe, or use obscene, abusive, or offensive language and/or other graphics. I will not use electronic email to harass or intimidate other employees.

I will respect other users and their rights.

I will abide by all copyright laws and licensing agreements. I will not knowingly violate the Family Educational Rights and Privacy Act when generating an email.

I will not use the system for solicitation, advertisement, political, or commercial purposes.

The Quincy School District retains the right to review any material stored on the network, and after following Just-Cause Procedures as described in Appendix O, may remove individual staff documents which are deemed to be unlawful, obscene, abusive, or otherwise objectionable.

I will not intentionally damage computer hardware and peripherals. I will not intentionally remove, alter, copy, or add unauthorized files and/or software. I will not intentionally add, remove, or alter any district computer hardware. I will not knowingly add any personal computer equipment to district computers that has not been authorized.

I will not knowingly circumvent the network securities or internet filter to get to a website or internet resource.

I will not intentionally attempt to access areas or activities for which I am not authorized. If loopholes in computer security systems or knowledge of a special password are encountered, I will not use them to damage computer systems, obtain extra resources, take resources from another user, gain access to systems, or use system for which proper authorization has not been given, as per RCW 9A.52.110, 9A.52.130, and 9A.48.100. Also, I will report loopholes to school authorities.

The district networked computer system shall only be accessed for professional and educational use, and not inappropriate personal use.

Violation of the above policy may result in discipline up to termination or prosecution according to the RCW's.

**SCHEDULE A**  
**QUINCY SCHOOL DISTRICT #144-101**  
**SEPTEMBER 1, 2023 – AUGUST 31, 2024**

Classifications:	Steps 1-3	Steps 4-6	Steps 7-8	Step 9	Step 11+
MAINTENANCE/GROUNDS					
Grounds/Maintenance	\$24.01	\$24.61	\$25.21	\$25.80	\$26.40
Maintenance	\$27.16	\$27.84	\$28.51	\$29.20	\$29.88
HVAC Technician	\$32.37	\$33.04	\$33.70	\$34.37	\$35.63
Warehouseman	\$19.55	\$20.03	\$20.53	\$21.02	\$21.50
CUSTODIAL					
Custodians	\$22.39	\$22.96	\$23.51	\$24.08	\$24.63
Night Custodians	\$22.69	\$23.25	\$23.81	\$24.37	\$24.93
<b><i>For both Custodial and Maintenance/Grounds Classifications - When working in defined speciality areas, employees shall receive the following:</i></b>					
Certified Asbestos Lead Worker	Regular wage plus \$1.50 per hour				
Certified Asbestos Worker	Regular wage plus \$1.00 per hour				
Lead Painter	Regular wage plus \$1.00 per hour				
Licensed Pesticide Applicator	Regular wage plus \$2.00 per hour				
TRANSPORTATION					
Bus Driver	\$24.03	\$24.63	\$25.23	\$25.83	\$26.44
Lead Mechanic	\$29.93	\$30.67	\$31.41	\$32.15	\$32.90
Mechanic	\$28.19	\$28.90	\$29.60	\$30.30	\$31.01
Transportation Specialist	\$26.62	\$27.28	\$27.96	\$28.62	\$29.29
Car Route Driver	\$21.74	\$22.29	\$22.83	\$23.37	\$23.91
Bus Driver Aid	\$19.67	\$20.15	\$20.65	\$21.13	\$21.63
Driving Trainer (when training)	\$24.62	\$25.22	\$25.82	\$26.42	\$27.03
FOOD SERVICE					
Kitchen Manager	\$21.14	\$21.66	\$22.31	\$22.72	\$23.25
Head Cook	\$20.43	\$20.94	\$21.45	\$21.97	\$22.47
Assistant Cook/Cashier	\$19.76	\$20.26	\$20.75	\$21.25	\$21.74
Server Helper	\$18.54	\$19.00	\$19.46	\$19.93	\$20.39
Transportation Helper	\$18.75	\$19.21	\$19.68	\$20.15	\$20.61
Building Cook	\$20.10	\$20.61	\$21.11	\$21.61	\$22.11
MIGRANT SERVICES					
Migrant Recruiter	\$24.58	\$25.20	\$25.81	\$26.42	\$27.04
Migrant Graduation Specialist	\$35.73	\$36.62	\$37.52	\$38.42	\$39.30
Migrant Student Advocate	\$24.58	\$25.20	\$25.81	\$26.42	\$27.04
LIBRARY TECNICIAN					
Library Technician	\$24.58	\$25.20	\$25.81	\$26.42	\$27.04
SPECIALISTS					
Educational Interpreter Aide	\$28.65	\$29.37	\$30.08	\$30.80	\$31.52
Educational Interpreter	\$35.20	\$36.07	\$36.95	\$37.84	\$38.18
Speech Language Aide	\$28.65	\$29.37	\$30.08	\$30.80	\$31.52
Speech Language Pathology Assistant	\$35.20	\$36.07	\$36.95	\$37.84	\$38.18
Visually Impaired Aide	\$28.65	\$29.37	\$30.08	\$30.80	\$31.52
Braillist	\$35.20	\$36.07	\$36.95	\$37.84	\$38.18
Psychologist Intern	\$25.26	\$25.90	\$26.52	\$27.15	\$27.79
Response Behavior Technician	\$27.63	\$28.32	\$29.00	\$29.70	\$30.39
Developmental Pre-School Liaison	\$24.58	\$25.20	\$25.81	\$26.42	\$27.04
Health Assistant	\$25.26	\$25.89	\$26.52	\$27.16	\$27.79
SUPPORT SERVICES					
Family & Community Outreach Coordin	\$24.58	\$25.20	\$25.81	\$26.42	\$27.04
Parent Engagement Coordinator	\$24.58	\$25.20	\$25.81	\$26.42	\$27.04
Parent Building Liaison	\$21.63	\$22.12	\$22.60	\$23.10	\$23.57
Multilingual Transition Support	\$20.22	\$20.73	\$21.24	\$21.74	\$22.24

Classifications:	Steps 1-3	Steps 4-6	Steps 7-8	Step 9	Step 11+						
<b>PARA EDUCATOR</b>											
Para Educator I	\$19.67	\$20.15	\$20.65	\$21.13	\$21.63						
Para Educator II	\$20.55	\$21.07	\$21.58	\$22.09	\$22.61						
Para Educator III	\$25.26	\$25.89	\$26.52	\$27.16	\$27.79						
<i><b>Para Educator I</b> - refers to regular and special education Para Educators in regular education classrooms and Special Education classrooms that do not deal with high needs or medically fragile students.</i>											
<i><b>Para Educator II</b> - refers to those Para Educators who work with high needs or medically fragile students and need to perform duties such as toileting, diapering, feeding, etc. Most commonly this position works within a self-contained setting.</i>											
<i><b>Para Educator III</b> - refers to a Para Educator who is willing to have a specialized training in safety and behavior support to include de-escalation and crisis management skills to address unique needs of high-risk students with disabilities.</i>											
<b>TECHNOLOGY</b>											
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10+</b>	
Technology Assistant I	\$29.10	\$29.82	\$30.58	\$31.34	\$32.13	\$32.92	\$33.74	\$34.59	\$35.45	\$36.34	
Dist Assessment & MTSS Data Support Sp.	\$29.10	\$29.82	\$30.58	\$31.34	\$32.13	\$32.92	\$33.74	\$34.59	\$35.45	\$36.34	
Multi-Media Tech I ( <i>has own factor</i> )	\$20.81	\$21.62	\$22.43	\$23.24	\$24.04	\$24.85	\$25.66	\$26.47	\$27.28	\$28.09	
Technolgy Tech 0 ( <i>position uses 5 step fac</i> )	\$19.52	\$19.52	\$19.52	\$20.00	\$20.00	\$20.00	\$20.49	\$20.49	\$20.97	\$21.48	
<b>Longevity:</b>											
15+ Years = additional \$0.20 cents per hour						Substitutes will be paid 90% of Step 1					
20+ Years = additional \$0.20 cents per hour						22-23 - 5.5% wage increase					
25+ Years = additional \$0.30 cents per hour						23-24 - 3.7% + \$0.15 for Para I & II					



LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, QUINCY CHAPTER AND THE QUINCY SCHOOL DISTRICT #144-101 PURSUANT TO ARTICLE XVIII, SECTION 18.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

To assist with the procedure for compensation, the following process will be used.

Employees will complete the PSE – Safety School Online Training form once the employee has completed the required training. The employee will be paid for the training once all courses have been verified in Vector Solutions. Payment will be made on the next available remittance from receipt of this document's completion.

Employees will be allocated up to seven (7) hours outside their regular scheduled hours to complete the District's online safety training. This time must be used within the first sixty (60) school days of each year for all returning employees. For newly hired employees, this time must be used within the first sixty (60) days of employment. These hours will be compensated as a premium of the employee's equivalent hourly rate times no more than seven (7).

This Letter of Agreement shall become effective September 1, 2023 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

QUINCY CHAPTER

BY: Kimberly Bacon  
Kimberly Bacon, Chapter President

DATE: 10-18-23

QUINCY SCHOOL DISTRICT #144-101

BY: Nik Burgman  
Dr Nik Burgman, Superintendent

DATE: 10-19-23



**SUPERINTENDENT**  
DR. NIK BERGMAN

**ASSISTANT SUPERINTENDENT**  
DAVID GARZA JR.

**BOARD MEMBERS**  
CHRIS BAUMGARTNER | TRICIA LUBACH  
JACK FOGLESONG | CHAD LOWER  
HEATHER FOLKS-LAMBERT

## PSE – SAFETY SCHOOL ONLINE TRAINING

I, \_\_\_\_\_, do hereby certify I have completed the required training  
*First Name, Last Name (Please Print)*

courses assigned to my classification for the 2023/2024 school year.

I understand I will be paid for the training once all courses have been verified in Vector Solutions. Payment will be a premium paid at the equivalent amount of my current hourly rate times no more than seven (7). Payment will be made on the next available remittance from receipt of this document's completion.

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Work Location: \_\_\_\_\_

=====

### **FOR DISTRICT OFFICE USE ONLY**

☐ All required courses have been completed.

Confirmed by: \_\_\_\_\_

Date: \_\_\_\_\_