

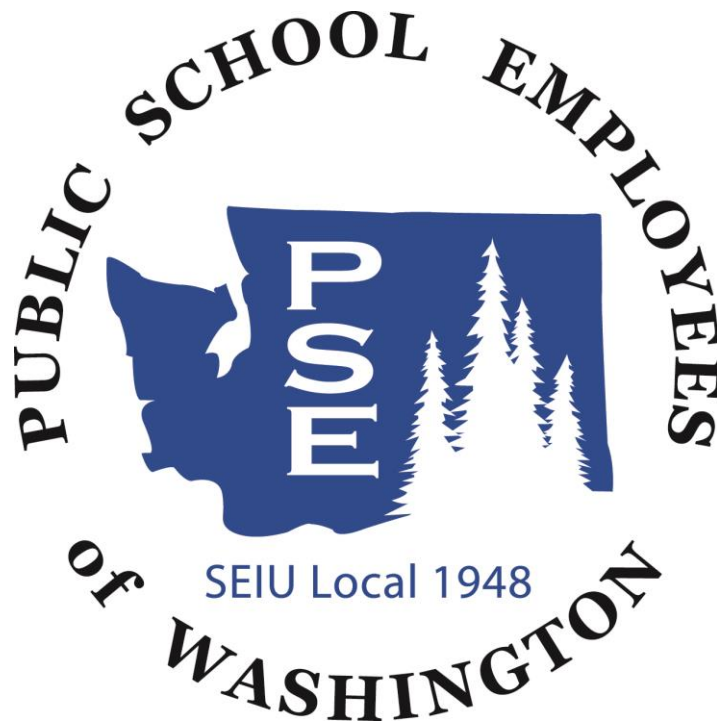
COLLECTIVE BARGAINING AGREEMENT BETWEEN

Raymond School District #116

AND

**Public School Employees of
Raymond**

SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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PREAMBLE

This agreement is made and entered into between Raymond School District Number 116 (hereinafter "District" or "Employer"), and the Public School Employees of Raymond, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Union" or "PSE").

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

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing the interests of all such employees.



1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
4 board of directors or superintendent of the District, pursuant to RCW 41.56.030 (2).

5
6 **Section 1.3.**

7 The District will provide the Union with such amendments, changes and additions to job descriptions
8 as they may from time to time occur. When substantial or long term changes in job duties occur, the
9 District and Union will discuss the effects of those changes on current job duties.

10
11 **Section 1.4.**

12 The bargaining unit to which this agreement is applicable shall consist of all classified employees in
13 the following general job classifications: custodial-maintenance, food service, sign language
14 interpreter/motor therapy assistant/speech and language pathologist assistant, IT service technician,
15 paraeducators, health nurse, school bus drivers/dispatcher, and secretarial/clerical. Excluded:
16 transportation supervisor, maintenance supervisor, child nutrition services supervisor, superintendent's
17 administrative assistant and fiscal officer.

18
19 **Section 1.5.**

20 All substitute employees who have worked thirty (30) accumulative days in the current or immediately
21 preceding school year and who continues to be available for employment as substitutes shall be
22 included in the bargaining unit. The only sections of the agreement which apply to bargaining unit
23 substitutes are: Sections 3.3, 6.2, 6.2.1, 6.3, 7.5, and salary based on the position pay at appropriate
24 experience level per Schedule A. The provisions stated in this subsection shall be the sole provisions
25 of the agreement applicable to bargaining unit substitutes.

26
27 A regular substitute is any employee who does not hold a regular full-time position with the District
28 but has completed the required training to be eligible to work. Regular substitutes will be included
29 within the bargaining unit.

30
31 **Section 1.7. Equity, Diversity and Inclusion.**

32 The Employer and the Union are committed to a policy of equal employment opportunity. All staff
33 members will be treated fairly at all times and without regard to race, color, religion, sex, age, national
34 origin, military or marital status, sexual orientation, gender identity, political ideology, genetic
35 information or disability, and any other basis protected by local, state, or federal law. This applies to
36 all personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff
37 and recall, compensation and benefits, discipline, termination and all other conditions or privileges of
38 employment.

39
40 **Section 1.8. Harassment.**

41 The Employer is committed to providing a work environment free from unlawful harassment. The
42 Employer will not tolerate actions, words, jokes or comments based on an individual's sex, race,
43 ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee,
44 supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject
45 to appropriate corrective action, up to and including termination of employment.



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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights, in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

Section 2.2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this agreement. The board sets policy unless there is a conflict with the collective bargaining agreement, at which time the bargaining agreement takes precedent.

Section 2.3.

The District agrees to not subcontract work currently performed by members of the bargaining unit pursuant to Section 1.4 of the agreement. The immediately preceding sentence does not limit the District from subcontracting work associated with activities not customarily performed by the bargaining unit such as, but not limited to, capital improvement projects.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the board of directors of the District or any other governmental body, group, or individual, realizing that every effort shall be made to follow the established chain of command. The District shall neither encourage nor discourage membership in any employee organization.

Section 3.2.

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

1 **Section 3.3.**

2 Employees of the units subject to this agreement have the right to have Union representatives or other
3 persons present at discussions between themselves and supervisors or other representatives of the
4 District as hereinafter provided. Employees have the right to Union representation at investigatory
5 interviews conducted by the District when the employee reasonably believes that discipline could
6 result.

7
8 **Section 3.4.**

9 Each employee shall be provided a copy of all material placed in his or her personnel file upon
10 insertion. An employee may attach comments to any material that is a part of the personnel file.

11
12 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
13 District superintendent's office. Each employee shall have the right upon request, and after making an
14 appointment for that purpose with the personnel administrator, to review the contents of his/her official
15 personnel file. The review shall be made in the presence of the staff member responsible for
16 safekeeping of these files. During the review employees shall be allowed to copy any material therein
17 and shall be permitted to make a written inventory of material there, and, on request, have such
18 inventory signed and dated by a representative of the administration. Negative materials, other than
19 that contained in the annual evaluations, will be deleted from the employee's file three years after entry
20 **upon request** if no other instance of a like nature takes place in the three year period.

21
22 Statement of Intent. The proposed personnel file provision in no way prohibits supervisors from
23 maintaining working files kept in their offices. Working files would have no official relevance other
24 than for record keeping purposes.

25
26 **Section 3.5.**

27 Pursuant to RCW 28A.210, classified employees requested to administer medications or perform
28 nursing services shall be provided training and shall have right of refusal without employer reprisal or
29 disciplinary action. Employees must receive the training before they are authorized to deliver the
30 service or medication. Such training will be provided as necessary on an ongoing basis.

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34 **ARTICLE IV**

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36 **RIGHTS OF THE UNION**

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38 **Section 4.1.**

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

43
44 **Section 4.2.**

45 The Union shall promptly be notified by the District of any grievances or disciplinary actions of any
46 employee in the unit in accordance with the provisions of the discharge and grievance procedure
47 articles contained herein. The Union is entitled to have an observer at hearings conducted by any



1 District official or body arising out of grievance and to make known the Union's views concerning the
2 case.

3
4 **Section 4.3.**

5 The Union reserves and retains the right to delegate any right or duty contained herein, within the
6 scope of statute, to appropriate officials of the Public School Employees of Washington/SEIU Local
7 1948 state organization.

8
9 **Section 4.4.**

10 For the mutual benefits of both parties, discussion of union/management issues is an acceptable
11 practice.

12
13 **Section 4.5.**

14 The president of the Union and his/her designated representatives may be provided time off without
15 loss of pay to a maximum of six (6) days per year to attend local, regional or state meetings when the
16 purpose of those meetings is in the best interests of the District as determined by the District
17 administration. The Union will pay the cost of the substitute.

18
19 **Section 4.6.**

20 Bulletin boards will be provided for union use in each school and in the bus garage.

21
22 **Section 4.7. New Employee/Member Orientation.**

23 Effective June 7, 2018, the District will provide the union a thirty-minute meeting during the
24 bargaining unit employees work time within one week of their hire date. The president of the Union or
25 designee shall be granted time off without loss of pay to conduct this meeting. This time shall not be
26 deducted from the leave outlined in Art. IV, Sec 4.5. The Union shall pay the cost of a substitute, if
27 necessary.

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31 **ARTICLE V**

32 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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34
35 **Section 5.1.**

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

40
41 **Section 5.2.**

42 The Union will designate a conference committee which will meet regularly with the superintendent of
43 the District and the superintendent's representatives on a mutually agreeable basis to discuss
44 appropriate concerns. Appropriate matters of concern shall first have been discussed with the
45 immediate supervisor by the concerned individual(s) before being brought to the conference committee
46 meeting.



1 **Section 5.3.**

2 The District agrees to provide the Union an opportunity to present input to the District board of
3 directors on principal requests for statutory or regulatory waivers prior to final board action.
4

5 **Section 5.4.**

6 All employees subject to this agreement shall be evaluated annually by their supervisor utilizing the
7 District job descriptions and the evaluation criteria and form Appendix B. If, after receiving an
8 evaluation, the employee would like a face-to-face meeting, the employee will make such a request by
9 turning in the evaluation and requesting such a meeting. This request must be received within three (3)
10 work days of receiving the evaluation. If an evaluation contains any Requires Improvement (RI) or
11 Unsatisfactory (U) ratings the supervisor will initiate a face-to-face meeting with the employee prior to
12 passing out the evaluation. Each employee will be provided a job description at the beginning of each
13 school year.
14

15 **Section 5.5.**

16 The District supports the principle of cross-training which may be discussed during the evaluation
17 process. (See the attached Appendix C, Cross-Training form.) When an employee will be absent for
18 ten (10) or more scheduled work days, said position will be posted and made available for cross-
19 training purposes each day the employee is absent.
20

21 **Section 5.6.**

22 The District, the PSE and the REA shall confer together concerning the preferred calendar prior to the
23 submission to the board of the recommended calendar(s). Such discussions will begin no later than
24 February 1st.
25
26
27

28 **ARTICLE VI**

29 **HOURS OF WORK AND OVERTIME**

30 **Section 6.1.**

31 Each employee will be assigned in advance to a definite work year with designated times of beginning
32 and ending; provided, that the employer may change the existing work year in case of emergency
33 without prior notice, by mutual agreement with the employee, and in any other case by five (5) days
34 written notice to the employee. (See attached Appendix D, Employee Benefit Election form.)
35
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37

38 **Section 6.2.**

39 The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, unless
40 regularly scheduled school vacations or holidays fall within this period; provided, however, exceptions
41 may be made upon mutual agreement between the employee and supervisor.
42

43 **Section 6.2.1.**

44 Employees working in excess of five (5) hours per day shall receive a thirty (30) minute
45 uncompensated, uninterrupted duty free lunch period as near the middle of the shift as is
46 practicable, also including a fifteen (15) minute first half and a fifteen (15) minute second half
47 compensated rest period, both of which rest periods shall occur as near the middle of each half
48 shift as is practicable.



1 **Section 6.2.2.**

2 Food service employees may, on an individual basis, waive the uncompensated uninterrupted
3 duty free lunch break specified in Section 6.2.1.

4
5 **Section 6.3.**

6 Employees assigned to a shift of less than five (5) hours but more than three (3) hours shall receive a
7 compensated fifteen (15) minute rest period as near the mid-point of the shift as practicable.

8
9 **Section 6.4.**

10 Required employee staff and training meetings called at the off-shift hours will be paid at the regular
11 hourly rate for all time in attendance and will be reimbursed for any tuition or expenses incurred in any
12 District or State required training program. This section will not preclude the District from providing
13 voluntary training meetings without pay.

14
15 **Section 6.5.**

16 Employees requested to work a shift or portion of a shift regularly filled by a higher paid position
17 within the bargaining unit shall be paid at their incremental step at the higher paid position rate for the
18 time worked in that position.

19
20 **Section 6.6.**

21 The District recognizes the benefits of offering training opportunities to its employees in order to
22 achieve a higher level of individual competence and quality of work performance. Each year of this
23 agreement, the District shall make a minimum of \$4,000 available to the employees subject to this
24 agreement for costs exclusive of regular hourly compensation associated with employee requested
25 professional development training. Such payment and/or reimbursement shall be limited to \$300 per
26 employee per year on a first come first serve basis. In the event the \$4,000 is not completely utilized
27 by June 1 of each year, employees shall, on a first come first serve basis, receive payment and/or
28 reimbursement beyond the \$300 limit referred to in the immediately preceding sentence. Any funds as
29 stated in this section not used in any particular year shall be carried over (to a maximum of \$8,000)
30 into the following fiscal year. Funding sources shall include District funds, state and federal categorical
31 programs, legislative funding, grants and other available funds. Such monies shall not be used for
32 substitute costs.

33
34 When a member of the bargaining unit desires to access these funds, the member will request the
35 training through the principal or supervisor and, at the same time, notify the chapter president. It shall
36 be the responsibility of the PSE president to keep track of such requests. The District will provide to
37 the chapter president, on a monthly basis, an account of fund expenditures.

38
39 **Section 6.7.**

40 Any employee working or compensated for more than forty (40) hours per week shall be compensated
41 at the rate of one and one-half (1½) times the employee's base hourly rate. Paid holidays shall be
42 considered hours worked.

43
44 **Section 6.8.**

45 The superintendent or designee shall authorize all overtime. Comp time will be allowed per District
46 policy.



1 **Section 6.9.**

2 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive
3 workday shall receive no less than two (2) hours duty call at the appropriate hourly rate. This section
4 does not apply to scheduled work.

5
6 **Section 6.10.**

7 All employees who work alone at night, with no other employee nearby, shall be provided an
8 emergency device to notify someone of a problem. All employees driving District vehicles outside the
9 District are required to have a cellular phone. This includes weekends.

10
11 **Section 6.11.**

12 Employees will be allowed to substitute for other employees within the same job category on a long-
13 term absence (longer than 10 work days) provided their hours are increased by thirty (30) or more
14 minutes per day.

15
16 **Section 6.12. Inclement Weather and Other Emergency School Closures.**

17 In the event of an unusual district and/or school closure, including late start or early release, due to
18 inclement weather, plant inoperation or the like, the District will make every effort to notify each
19 employee to refrain from coming to work. Employees reporting to work shall receive a minimum of
20 one (1) hour's pay at base rate in the event of such a closure; provided, however, no employee shall be
21 entitled to any such compensation in the event he/she has been actually notified of the closure prior to
22 leaving home for work. Documented attempts to reach the employee at the telephone number on
23 record shall constitute proper notice. Should an employee not receive a robo call, they shall notify the
24 district office that same day.

25
26 If there is a 2-hour delay, employees may either lose the 2 hours in pay or earn the lost 2 hours back by
27 doing one of the following:

- 28 • Take an approved training course on-line
- 29 • Work with a teacher or supervisor to prepare intervention/classroom materials
- 30 • Work with a supervisor to plan for those hours

31
32 **Section 6.13. Secretaries.**

33 Secretaries that are required to work 10 days before the first day of school and 10 days after the last
34 day of school, will document any accrued compensation time, accrued during the current school year,
35 as approved by the supervisor. Any compensation time not used will be cashed out by the end of the
36 current school year.



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ARTICLE VII

TRANSPORTATION

Section 7.1. Transportation Definitions.

Regular Routes: Transportation of students to and from school based on a daily schedule.

Extra Trips: Trips which are other than the regular routes.

Section 7.2.

Recognizing that bus drivers present special shift problems, the parties agree that shifts shall be established in relation to routes and driving times requisite to fulfilling tasks assigned by the transportation supervisor. Bidding for the routes at the beginning of the school year is based on seniority. All bus drivers shall receive one-quarter (¼) hour per morning, mid-day and afternoon route, in addition to actual hours of driving time, for the purpose of pre-trip, post-trip, fueling and clean-up. Bus drivers shall receive a minimum of three (3) hours pay per day for regular routes, including pre-trip, post-trip, fueling and clean-up. Drivers shall be in work status during that time. Midday runs will be paid a minimum of 1 ¾ hours per day, including pre-trip and post trip.

Section 7.2.1.

The dispatcher may bid on and drive extra trips if no regular drivers (not substitutes) are available.

Section 7.2.2.

Bus drivers shall receive a minimum of two (2) hour compensation for each duty call. Should a driver be called in before or after their shift, time will continue but there will be no pyramiding.

Section 7.2.3.

In the event a regular bus driver is scheduled to be absent for five (5) or more consecutive workdays, the District shall offer the resulting temporary regular run assignment to the most senior bus driver and continue in this manner through all regular non-probationary bus drivers. When the absent driver returns to duty, the previously held regular run assignments shall be reinstated. In the event no regular non-probationary bus driver is available, the District shall have the right to assign the work specified in the two (2) immediately preceding sentences to probationary and substitute bus drivers.

Section 7.3.

The following shall apply to all extra trips.

Section 7.3.1.

Extra trips as defined in Section 7.1 shall be compensated for at the rates shown in Schedule A. Time permitting, extra trips will be posted prior to the run. Whenever possible, no employee shall bid the extra trips for which overtime would have to be paid. During extra trips the driver shall be responsible for the safeguard of the bus. The employee shall check the bus every half-hour for security reasons.



1 **Section 7.3.2.**

2 Rotation rosters shall be maintained which will consist of those drivers having completed their
3 probationary period and who sign up to be placed on all rosters. The rosters shall be arranged
4 each year within ten (10) working days following the start of the school year by the seniority of
5 the drivers who sign up for such trips. The rotation rosters shall be available for all employees
6 upon request. New drivers who sign up will be placed at the bottom of the rotation rosters at
7 the conclusion of their probationary period. Drivers also have the option of requesting their
8 names be eliminated from the rotation rosters. Drivers may have their names reinstated to the
9 rotation roster, but their names will be placed at the bottom of the rotation as it appears on the
10 date they requested reinstatement. These procedures are based on the principle of the
11 transportation supervisor and drivers working cooperatively.
12

13 **Section 7.3.3.**

14 The last school day of each week at 8:30 a.m. (may be varied up to one-half hour by prior
15 mutual consent of the supervisor and the drivers on the rotation list) when school is in session,
16 rostered drivers will be given an opportunity to select, by bid, in rostered order, commencing at
17 the point of the previous week, the activity trips they will drive for the succeeding week. Once
18 a trip is agreed to, the driver is responsible for meeting the schedule of the extra trip. Failure to
19 make an accepted trip will result in the driver being dropped from the list for the next three (3)
20 weeks, except in cases of illness of the driver or when illness in the bus driver's immediate
21 family necessitates his/her absence from work during the extra trip time; in such case the trip
22 shall be offered to the next eligible driver on the appropriate list. There shall be no trading of
23 activity trips. Drivers must be present to bid for extra trips, except drivers may bid by proxy in
24 the event they are not able to attend the bidding meeting due to District work. Any trip not
25 accepted at this meeting may be assigned to substitute drivers at the discretion of the District.
26 Should all regular drivers pass a trip, at the next bid meeting the bid will start at the top of the
27 rotation roster. Time used for this meeting will not be compensated.
28

29 **Section 7.3.3.1.**

30 There will be four separate rotating rosters for extra trips, appoint, mid-day and in-
31 district. Drivers who sign up for mid-day routes must know all mid-day routes.
32

33 **Section 7.3.4.**

34 If an extra trip should be canceled, the driver's name assigned to the extra trip shall be placed at
35 the top of the rotation roster for the next Section 7.3.3 meeting. If the trip is rescheduled for the
36 current or following week, the driver has the option of keeping the trip.
37

38 **Section 7.3.5.**

39 All extra trips shall be compensated at the employee's regular base hourly rate for all trip time
40 according to Schedule A, subject to the overtime provisions of Section 6.7. However, every
41 precaution will be taken by BOTH the driver and the transportation supervisor to prevent any
42 driver from driving over forty (40) hours per week except in emergency situations. This may
43 include arranging for a substitute for regular trips if an activity would cause the employee to
44 exceed the forty (40) hours per week. The forty (40) hour maximum will supersede the rotation
45 roster for extra trips.
46

1 **Section 8.1.1. Vacation For Twelve Month Employees.**

2 Upon completion of the first year of employment with the District each twelve (12) month
3 employee will receive ten (10) days paid vacation each year. After completion of five (5) years
4 of employment with the District each twelve (12) month employee will receive fifteen (15)
5 days paid vacation each year. After completion of ten (10) years of employment with the
6 District each twelve (12) month employee will receive twenty (20) days paid vacation each
7 year. After completion of twenty (20) years of employment with the District each twelve (12)
8 month employee will receive twenty-five (25) days paid vacation each year.

9
10 All twelve (12) month employees will schedule at least half (1/2) of their vacation during the
11 summer months when school is not in session. For employees receiving twenty-five (25) days
12 paid vacation per year, five (5) days shall be during the student school year and twenty (20)
13 days shall be during non-student days; provided, they will also be allowed to use an additional
14 one (1) day of their accrued vacation during mid-winter break and spring break for a total of six
15 (6) days of vacation during the student school year. For twelve (12) month employees,
16 vacation scheduled during the school year must be planned in advance with the employee's
17 supervisor. It is recognized that no more than two (2) custodians will have a right to be gone at
18 a time without supervisor approval during the summer break period and seniority will govern
19 vacation/time off preference during the summer break period. No vacation time will be carried
20 over from one fiscal year to the next; provided, however, no employee who has requested
21 vacation and subsequently been denied leave by the District shall lose accrued vacation
22 benefits.

23
24 **Section 8.1.2. Vacation For Less Than Twelve Month Employees.**

25 For less than twelve (12) month employees, vacation pay will be included in the annualized
26 payroll and paid in twelve (12) equal monthly installments as part of the normal pay cycle. Less
27 than twelve (12) month employees will receive five (5) days vacation after one (1) year of
28 employment, ten (10) days vacation after two (2) years of employment, and fifteen (15) days
29 vacation after five (5) years of employment prorated per daily contracted hours.

30
31 **Section 8.2. Holidays.**

32 All employees shall receive the following paid holidays that fall within the work year.

- | | |
|------------------------------|----------------------------|
| 34 1. New Year's Day | 8. Veterans' Day |
| 35 2. Martin Luther King Day | 9. Thanksgiving Day |
| 36 3. Presidents' Day | 10. Day after Thanksgiving |
| 37 4. Memorial Day | 11. Day before Christmas |
| 38 5. Juneteenth | 12. Christmas Day |
| 39 6. Independence Day | 13. Day after Christmas |
| 40 7. Labor Day | 14. New Year's Eve* |

41
42 *Twelve month employees only.

43
44 **Section 8.2.1. Unworked Holidays.**

45 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
46 at the time the holiday occurs. Employees who are on the active payroll on the holiday and
47 have worked either their last scheduled shift preceding the holiday or their first scheduled shift
48 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such



1 unworked holiday. An exception to this requirement will occur if employees can furnish proof
2 satisfactory to the District that an absence on either shifts was due to being on an approved
3 compensated leave under Article IX, other than a leave of absence (Section 9.8).

4
5 **Section 8.2.2. Worked Holidays.**

6 Employees who are required to work on the above described holidays shall receive the pay due
7 them for the holiday, plus their overtime rate for all hours worked on such holidays.

8
9 **Section 8.2.3. Holidays On Weekends.**

10 A holiday which falls on a Sunday shall be treated as falling on the next workday. A holiday
11 which falls on a Saturday shall be treated as falling on the nearest preceding workday.

12
13 **Section 8.2.4.**

14 All 2,080 hour employees shall also receive the following paid holidays.

- 15
16 1. Independence Day

17
18 **Section 8.2.5.**

19 The school district will allow less than twelve-month employees to take two (2) unpaid
20 holidays per calendar year for a reason of faith or conscience or an organized activity
21 conducted under the auspices of a religious denomination, church, or religious organization;
22 provided, that the employee's absence would not impose an undue hardship on the District.

23
24
25
26 **ARTICLE IX**

27
28 **LEAVES**

29
30 **Section 9.1. Sick Leave.**

31
32 **Section 9.1.1. Illness, Injury, and Emergency Leave.**

33 Each employee projected to work one hundred and eighty (180) or more days per year shall
34 accumulate twelve (12) days of sick leave per year provided for personal illness, personal
35 injury, personal disability, family illness, family emergency, or disability caused or contributed
36 to by pregnancy or miscarriage. Employees working less than one hundred and eighty (180)
37 days per year shall receive sick leave prorated based on the immediately preceding sentence.
38 Illness, injury, and emergency leave may be used by an employee in the case of serious illness
39 or injury in the immediate family (spouse, child, mother, father, sister, brother, mother- or
40 father-in-law, son- or daughter-in-law, sister- or brother-in-law, grandparents, grandchild or
41 other household member). Sick leave shall be vested when earned and may be accumulated up
42 to the legal limit. The employee shall be entitled to the projected number of days of sick leave
43 at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly
44 rate applicable to the employee's normal daily work shift; provided, however, that should an
45 employee's normal daily work shift increase or decrease subsequent to an accumulation of days
46 of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily
47 work shift at the time the sick leave is taken, and the accumulated benefits will be expended on
48 an hourly rather than a daily basis.



1 **Section 9.1.1. Substitute Sick Leave.**

2 A. Each substitute employee shall accrue one hour of paid sick leave for every forty (40) hours
3 worked. A maximum of forty (40) hours of sick leave may be carried over into the following
4 year.

5 B. Sick leave accrued while a substitute employee shall not be lost when the employee is hired
6 as a regular full-time or part-time employee.

7 C. When a substitute separates from employment, accrued sick leave cannot be cashed out,
8 however, if the employee is rehired within twelve (12) months of separation, previously
9 accrued unused sick leave shall be reinstated. Substitute employees do not have sick leave cash
10 out rights and are not eligible to participate in sick leave incentive programs.

11
12 **Section 9.1.1.1.**

13 Employees who have accrued sick leave while employed with a public school district,
14 educational agency, or institute of higher learning in the State of Washington shall be
15 given credit for such accrued sick leave upon employment with the District. It shall be
16 the responsibility of the new employee to ensure that the Raymond personnel
17 department receives official notification from the former district of any sick leave
18 balance to be transferred.

19
20 **Section 9.1.2. Sick Leave Utilization.**

21 Employees must notify their supervisor of pending absence at the earliest possible time in order
22 that arrangements can be made for reassignment of their duties. Notice of pending return also
23 must be given as early as possible to prevent unnecessary duplication of cost and service should
24 such service be provided. Accumulated leave will be available for utilization as needed;
25 provided, however, that in instances of extended absence, beyond three (3) consecutive
26 workdays, or of cumulative absence within a school year of over seven (7) days, the employee
27 will provide such verification of the illness as may be required for audit justification.

28
29 **Section 9.1.3.**

30 The leave and attendance incentive provisions of RCW 28A.400.210 as currently in effect, and
31 rules and regulations promulgated pursuant thereto, are by this reference incorporated herein.

32
33 **Section 9.1.4. Family Care.**

34 Each employee shall be entitled to use a choice of accrued sick leave or other paid leave to care
35 for a child, spouse, parent, sibling, parent-in-law, son/daughter in-law, or grandparent of the
36 employee with a health condition that requires treatment or supervision, or an emergency
37 condition.

38
39 **Section 9.1.5. Leave Sharing.**

40 The District shall establish and administer a leave sharing plan in which eligible employees
41 may donate excess leave for use by a staff member who is suffering from, or has a relative or
42 household member suffering from, an extraordinary or severe illness, injury, impairment, or
43 physical or mental condition. Such a program is intended to extend leave benefits to a staff
44 member who otherwise would have to take leave without pay or terminate his or her
45 employment with the District. The superintendent is directed to establish procedures for staff
46 members who accrue annual leave and for staff members who do not earn annual leave, but
47 who accrue leave to be used for illnesses, injuries, or sharing plan in a manner consistent with
48 state law. On a case by case basis, leave sharing may occur for employees across and between



1 bargaining units, subject to reciprocity of this language in each bargaining unit agreement or
2 applicable board policy if the staff member is not represented by a bargaining unit.

3
4 **Section 9.1.6. Attendance Incentive.**

5 The Raymond School District recognizes the value and importance of an employee's regular
6 and consistent attendance. As an incentive to encourage regular attendance, the District will
7 recognize an employee's exceptional attendance. PSE represented employees who are not
8 absent from work for any time and for any reason other than earned vacation time, immediate
9 family bereavement, district directed professional development activities and required jury duty
10 shall receive a monetary award twice per year. Those who qualify will receive an additional
11 day of pay equivalent to the average hours worked **upon request** on their February paycheck
12 (calculated in January). Those who qualify during the second half of the school year will be
13 rewarded on their July paycheck **upon request** (calculated in June).

14
15 **Section 9.2. Bereavement Leave.**

16 Up to five (5) days per occurrence, per employee, for bereavement leave may be granted by the
17 superintendent. Bereavement leave shall be for family members and close friends. Bereavement leave
18 shall not be deducted from sick leave. Such leave is noncumulative.

19
20 **Section 9.3. Maternity Leave.**

21 Upon application thereof, the District shall grant maternity leave. Such leave shall commence at such
22 time as the employee and her medical advisor deem necessary. Employees granted maternity leave
23 must return to work not later than the date specified by her medical advisor as to the last date of the
24 actual period of disability. Employees granted maternity leave may, at their option, be allowed
25 compensation for maternity leave in accordance with Section 9.1.1 above. Before returning to work,
26 the employee must be certified by her physician as ready and able to return.

27
28 **Section 9.4. Judicial Leave.**

29 When employees are summoned for jury services, they shall advise the District upon receipt of such
30 summons, and shall receive a normal day's pay for each workday they are required to be present in
31 court; provided, however, that any compensation received for such service shall be paid to the District
32 (less travel reimbursement). Employees who must be absent for judicial proceedings as parties will be
33 entitled to request personal leave, if available, or will be granted leave without pay, unless said
34 employees are named as codefendants with the District, in which case said employees will be granted
35 leave with normal pay.

36
37 Employees who must be absent because they are subpoenaed as witnesses shall be granted leave with
38 normal pay, with any witness fees remitted to the District, provided that employees will be entitled to
39 request personal leave, if available, or will be granted leave without pay if said employees are
40 subpoenaed by the Union as witnesses in cases on behalf of the Union.

41
42 Bus drivers shall be compensated at their regular rate for time in the court room outside their workday
43 when subpoenaed or requested to appear as witness pertaining to District business with any witness fee
44 remitted to the District.

45
46 **Section 9.5. Paternity Leave.**

47 An employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth
48 of his/her child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above.

1 **Section 9.6. Emergency Absences.**

2 Emergency absences may be granted with the approval of the superintendent when submitted stating
3 the nature of the emergency and the inability to accomplish the purpose of the absence outside the
4 regular working hours. Approved emergency absences will be deducted from sick leave.
5

6 **Section 9.7. Personal Leave.**

7 Personal leave shall be granted when the request is submitted on the form provided by the District.
8 Three (3) days of such leave shall be granted per employee per year. This leave may be accumulated
9 up to six (6) days per year. Not more than one (1) bus driver, one (1) custodian, one (1) food service
10 employee, one (1) paraeducator, and one (1) secretary covered by this agreement shall be granted leave
11 under this subsection in any contract day unless approved by the supervisor. Said leave shall not be
12 deducted from sick leave. Up to three (3) days may be carried over to the next school year.
13

14 Unused personal leave can be cashed out at the end of the year at the current rate of pay of that
15 employee. To cash out personal leave, an employee must submit a written request to the District by
16 June 30th of each year.
17

18 **Section 9.8. Leave Of Absence.**

19 **Section 9.8.1.**

20 Upon recommendation of the immediate supervisor through administrative channels to the
21 superintendent, and upon approval of the board of directors, an employee may be granted an
22 extended leave of absence for a period not to exceed one (1) year; provided, however, if such
23 leave is granted due to extended illness, additional leave may be requested.
24
25

26 **Section 9.8.2.**

27 A leave of absence shall not be granted for the purpose of working another job or participating
28 in a private business venture. The returning employee will be assigned to the identical position
29 occupied before the leave of absence or, if the position is not available in the District, to a
30 position substantially equal. Employees hired to fill positions of employees on leave of
31 absence will be informed of this provision by the District and shall be subject to all provisions
32 of this agreement, except that such temporary leave replacement employees shall not be
33 covered by Section 10.9.1 of the agreement. Employees returning from a leave of absence will
34 be subject to the provisions of Article X in the event of a layoff of staff due to inadequate
35 revenue and/or changes in program needs.
36

37 **Section 9.8.3.**

38 The employee will retain accrued sick leave and seniority rights while on leave of absence.
39 However, sick leave shall not accrue while the employee is on leave of absence.
40

41 **Section 9.9. Family, Maternity and Caregiver Leave.**

42 Employees who qualify are eligible for leave under Section 5404 of school district policy, the State
43 Family Leave Law, and the Federal Family Medical Leave Act.
44

45 **Section 9.10. Paid Family Medical Leave.**

46 The District will comply with the PFML (Paid Family Medical Leave) to the extent required by law.
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ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

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

Section 10.1.1. Seniority Ties.

Seniority ties shall be broken by the flip of a coin in the presence of the employees and a representative of the union, the coin toss to be held within thirty (30) days of hire.

Section 10.2.

Each new hire shall remain in a probationary status for a period of not more than sixty (60) actual workdays in paid status following the hire date. During this probationary period, the District may discharge such employee at its pleasure.

Section 10.3.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this agreement retroactive to the hire date.

Section 10.4.

If after thirty (30) probationary workdays it is determined by the employee's supervisor that an employee who has received a promotion or who has been assigned to a new or open job or position in the bargaining unit does not have the ability or qualifications to fulfill the job requirements, the District shall set forth in writing to the employee and the organization's grievance committee chair its reasons why the employee is not qualified and the employee shall then be reassigned to his/her prior position.

Section 10.5.

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

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

Section 10.6.

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; or
- C. Time spent on other authorized leaves, not to exceed one (1) year.

Section 10.7.

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 1.4.



1 **Section 10.7.1.**

2 Employees who change general job classifications within the bargaining unit shall retain their
3 hire dates in the previous general job classification for a period of one (1) year, notwithstanding
4 that they have acquired a new hire date in the new general job classification. In the event of a
5 layoff, the one (1) year referred to in the immediately preceding sentence shall be extended up
6 to two (2) additional years.
7

8 **Section 10.8.**

9 The employee with the earliest hire date shall have preferential rights regarding shift selection,
10 overtime, vacation periods, filling of open job assignments, transfers to new or open positions,
11 promotions, and layoffs. If the District determines that seniority rights should not govern because a
12 junior employee possesses ability and performance greater than a senior employee or senior
13 employees, the District shall set forth in writing to the employee or employees its reasons why the
14 senior employee or employees have been bypassed.
15

16 **Section 10.8.1.**

17 Members of the bargaining unit shall be entitled to an interview for all open positions within
18 the bargaining unit.
19

20 **Section 10.9.**

21 The District shall publicize within the bargaining unit the availability of open positions as soon as
22 possible after the District is apprised there is an opening. All vacancies shall be posted in each
23 building for five (5) days. The District shall mail or deliver to the chapter president a copy of all job
24 postings. During the summer, such job postings will also be emailed to the membership and posted on
25 the district web site. Employees who give notice prior to the beginning of the summer break will be
26 given notice of job openings by the auto dialer, however, failure of an employee to be notified by the
27 auto dialer due to technical difficulties will not be grievable. Employees shall have five (5) working
28 days to respond to the opening before anyone outside of the bargaining unit is hired.
29

30 **Section 10.9.1.**

31 In the event of layoff or the District changes an employee’s job by more than sixty (60) minutes
32 (duties, time or placement) the impacted employee or employees shall have the right to accept
33 the assignment or bump any junior employee in their job classification. Such bumping is
34 subject to the criteria set forth in 10.8.
35

36 In the event of a layoff, the District and the Union shall agree to meet for the purpose of
37 determining assignments and on how the bumping process will be handled. If it is determined
38 that a large portion of the membership needs to meet, there will be an informational meeting.
39 The superintendent will host this meeting in order to discuss the situation. All PSE members as
40 well as the PSE representative will be invited. The superintendent will describe the District’s
41 plan and distribute seniority lists. The group will be given the opportunity to ask questions of
42 anyone in attendance so that all attendees will leave the meeting with as complete an
43 understanding as possible of what the possibilities are.
44

45 A second meeting will be held two (2) working days later. The purpose of this meeting is to
46 answer final questions and begin the “bumping” process, allowing up to ten (10) calendar days
47 to complete.
48



1 **Section 10.10.**

2 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
3 District according to layoff ranking based on seniority. Such employees are to have priority over non-
4 employees in filling an opening in the classification held immediately prior to layoff. Names shall
5 remain on the reemployment list for eighteen (18) calendar months.
6

7 **Section 10.11.**

8 Employees in lay-off or reduced hours status shall have priority, whenever appropriate, for filling in
9 (subbing) within their classification, for absent unit employees and shall be paid at the appropriate step
10 on Schedule A.
11

12 **Section 10.12.**

13 Employees in lay-off or reduced hours status, who have not secured a permanent or temporary position
14 and who wish to perform fill-in work (subbing), must notify the District office, in writing, of their
15 availability and desire to perform fill-in work (subbing).
16

17 **Section 10.13.**

18 The District will provide the Association with advance notice and reasonable opportunity to bargain
19 layoffs and/or reductions in hours. In emergent situations, as currently provided by law, the District
20 will negotiate these matters with the Association as soon after implementation is possible. It is the
21 responsibility of those in layoff status to apply for available new or open positions. Employees on
22 layoff status shall file their address, phone number and email address (if applicable) in writing with the
23 personnel office of the District and shall thereafter promptly advise the District in writing of any
24 change of address.
25

26 **Section 10.14.**

27 An employee shall forfeit rights to reemployment if the employee does not comply with the
28 requirements of this CBA, or if the employee does not respond to the offer of comparable
29 reemployment within ten (10) workdays. An employee on layoff status who rejects an offer of
30 employment similar in wages, hours and working conditions will be removed from layoff status.
31

32 **Section 10.15.**

33 Letter of reassurance will be provided to each employee before May 15th of each school year.
34 A copy will be placed in each employee’s mailbox.
35
36
37

38 **ARTICLE XI**

39 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

40
41
42 **Section 11.1.**

43 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
44 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
45 If the District has reason to reprimand an employee, it shall be done in private. At any meeting held
46 between an employee and a supervisor which could result in discipline, the employee will be provided
47 the opportunity for union representation.
48



1 **Section 12.3.**

2 The District shall make required contributions for state industrial insurance on behalf of all employees
3 subject to this agreement.
4

5 **Section 12.4.**

6 In determining whether an employee subject to this agreement is eligible for participation in the
7 Washington State Public Employees' Retirement System, the District shall report all hours worked,
8 whether straight or overtime.
9
10
11

12 **ARTICLE XIII**

13 **UNION MEMBERSHIP**

14
15
16 **Section 13.1.**

17 Each employee subject to this agreement, who, on the effective date of this agreement, is a member of
18 the Union in good standing, shall, maintain membership in the Union in good standing during the
19 period of this agreement, unless membership is revoked through contact with the Union.
20

21 **Section 13.2.**

22 An employee's written, electronic, or recorded voice authorization to have the employer deduct
23 membership dues from the employee's salary must be made by the employee to Public School
24 Employees of Washington (PSE). If the employer receives a request for authorization of deductions,
25 the employer shall as soon as practicable forward the request to PSE.
26

27 The employer shall deduct PSE state dues from the pay of any employee who authorized such
28 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds
29 deducted to the treasurer of the Public School Employees of Washington. Transmissions will include
30 payments and an electronic list of all represented employees with deduction amounts. Transactions will
31 be received by the first Monday following payroll. Submissions are to include all employees covered
32 by the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment
33 every month and include membership status changes.
34

35 The District will provide PSE a list transmitted electronically upon any changes, listing bargaining unit
36 employees who are hired, re-hired, reinstated, transferred into or out of a bargaining unit, reclassified,
37 promoted, downgraded, placed on any type of leave, laid off, recalled from layoff or separated from
38 the District. The report will include each listed bargaining unit employee's name, job title, work
39 location, personnel action and reason.
40

41 **Section 13.3.**

42 The employee's authorization remains in effect until expressly revoked by the employee in accordance
43 with the terms and conditions of the authorization. An employee's request to revoke authorization for
44 payroll deductions must be in writing and submitted by the employee to PSE in accordance with the
45 terms and conditions of the authorization. Revocations will not be accepted by the employer if the
46 authorization is not obtained by the employee to PSE. After the employer receives confirmation from
47 the exclusive bargaining representative that the employee has revoked authorization for deductions, the
48 employer shall end the deduction effective on the first payroll after receipt of the confirmation. The



1 employer shall rely on information provided by the exclusive bargaining representative regarding the
2 authorization and revocation of deductions.

3
4 **Section 13.4.**

5 The District will notify the Union of all new hires within ten (10) working days of the hire date. At the
6 time of hire, the District will inform the new hire of the terms and conditions of this article.

7
8 **Section 13.5. Political Action Committee.**

9 The District shall, upon receipt of a written or voice authorization, deduct from the pay of such
10 bargaining unit employee, the amount of contribution the employee voluntarily chooses for deduction
11 for political purposes and shall transmit the same to the Union.

12
13 **Section 13.6.**

14 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
15 orders, and/or judgments against the District on account of any checkoff of Association dues or
16 voluntary political contributions.

17
18
19
20 **ARTICLE XIV**

21
22 **GRIEVANCE PROCEDURE**

23
24 **Section 14.1.**

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

28
29 **Section 14.2. Grievance Steps.**

30
31 **Section 14.2.1. Step I, Informal – Grievant/Immediate Supervisor.**

32 Employees shall first discuss the grievance with their immediate supervisor. If employees so
33 wish, they may be accompanied by a Union representative at such discussion. All grievances
34 not brought to the immediate supervisor in accordance with the preceding sentence within
35 fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no
36 further processing.

37
38 **Section 14.2.2. Step II, Formal – Grievant/Immediate Supervisor.**

39 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
40 subsection, the employee shall within twenty (20) working days of the occurrence of the
41 grievance, complete the grievance form attached. (See attached Appendix E, PSE Grievance
42 Form.)

43
44 The employee shall submit the written statement of grievance to the immediate supervisor for
45 reconsideration and shall submit a copy to the official in the administration responsible for
46 personnel. The parties will have ten (10) working days from submission of the written
47 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
48 If an agreeable disposition is made, all parties to the grievance shall sign it.

1 **Section 14.2.3. Step III, Appeal to the Superintendent.**

2 If no settlement has been reached within the ten (10) working days referred to in the preceding
3 subsection, and the Union believes the grievance to be valid, a written statement of grievance
4 shall be submitted within ten (10) working days to the District superintendent or designee.
5 After such submission, the parties will have ten (10) working days from submission of the
6 written statement of grievance to resolve it by indicating on the statement of grievance the
7 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

8
9 **Section 14.2.4. Step IV, Appeal to the Board.**

10 If no settlement has been reached within the ten (10) working days referred to in the preceding
11 subsection, and the Union believes the grievance to be valid, a written statement of the
12 grievance shall be submitted by the employee within ten (10) working days to the District
13 board of directors. The board shall render a decision regarding disposition of the grievance
14 within twenty (20) working days following this request.

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

17 If no settlement has been reached within the twenty (20) working days referred to in the
18 preceding subsection, and the Union believes the grievance to be valid, the employee may
19 demand arbitration of the grievance. Any dispute claim or grievance arising out of or relating
20 to the interpretation or the application of this agreement shall then be submitted to arbitration
21 under the Voluntary Labor Arbitration Rules of the American Arbitration Union. The parties
22 further agree to accept the arbitrator's award as final and binding upon them. Each party shall
23 bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall
24 be shared equally by the parties.

25
26
27
28 **ARTICLE XV**

29
30 **SALARIES AND EMPLOYEE COMPENSATION**

31
32 **Section 15.1.**

33 Employees shall be compensated in accordance with the provisions of this agreement for all hours
34 worked.

35
36 **Section 15.2.**

37 Salaries for employees subject to this agreement, during the term of this agreement, are contained in
38 Schedule A and Schedule A1 attached hereto and by this reference incorporated herein.

39
40 **Section 15.2.1.**

41 Incremental steps, where applicable, shall take effect on September 1 of each year during the
42 term of this agreement; provided the employee has been employed continuously for at least
43 one-half (½) of the previous employment year.

44
45 **Section 15.2.2.**

46 Any employee who changes or adds job positions or classifications shall be placed on the first
47 step of the new pay level that provides the employee a wage increase and that recognizes the
48 employee's previous step placement based on his/her comparable background and experience

1 for the new position. Employees voluntarily transferring to positions with a lower pay level
2 than their current rate shall be placed on the new pay level at the step that recognizes the
3 employee's previous experience in that job or classification; provided, however, said placement
4 will be no lower than Step 2.

5
6 **Section 15.2.3.**

7 Employees transferring from another K-12 school district within the state of Washington or
8 returning to employment with the Raymond School District within six (6) months will retain
9 longevity pursuant to RCW 28A.400.300.

10
11 **Section 15.2.4.**

12 The Paraeducator and Food Service Worker with secretarial responsibilities shall receive forty
13 cents (\$.40) per hour stipend, in addition to the regular hourly rate, for all hours worked.

14
15 **Section 15.3.**

16 Salaries contained in Schedule A shall be effective on the date this agreement is ratified or, if earlier,
17 the date specified in Schedule A and for the remaining term of this agreement subject to the terms and
18 conditions of Article XVI, Section 16.3.

19
20 **Section 15.4.**

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

26
27 **Section 15.5.**

28 For purposes of calculation time for a portion of an employee's workday, time worked shall be rounded
29 to the next five (5) minutes.

30
31 **Section 15.6.**

32 Any employee required to travel from one site to another in a private vehicle during working hours
33 shall be reimbursed for such travel on a per-mile basis at the rate established by District policy for all
34 of its employees.

35
36 **Section 15.7.**

37 Employees required to remain overnight on District business shall be reimbursed for room and board
38 expenditures and will be paid a minimum of eight (8) hours per day, or actual work hours if greater.
39 This eight (8) hour provision shall supersede all other sections of the agreement.

40
41 **Section 15.8.**

42 Employees shall be reimbursed for required attainment or renewal of licenses or permits (excluding
43 basic driver's license) which are required by the District, state, or federal government for performance
44 of duties within the employee's assignment for up to a maximum of two examination failures.



1 **Section 15.9.**

2 Employees required by the District, state, or federal government to have physical examinations shall be
3 reimbursed by the District for the amount not covered by the employee's medical coverage. The exam
4 will be by a mutually agreed upon examiner.

5
6 **Section 15.10.**

7 Employees will be paid on a prorated basis over a twelve (12) month period.
8

9 **Section 15.11. Incentive for Retirement Notification.**

10 Any classified employee who wishes to retire and submit his/her letter of resignation to the district
11 office no later than 15 January of the desired retirement year will be given five (5) per diem days to
12 transition out of his/her position. If notice is given no later than 15 February, three (3) per diem days
13 will be paid, and one (1) per diem day will be paid if notice is received by 15 March.
14
15
16

17 **ARTICLE XVI**

18 **TERM AND SEPARABILITY OF PROVISIONS**

19
20
21 **Section 16.1.**

22 The term of this agreement shall be September 1, 2022 to August 31, 2026.
23

24 **Section 16.2.**

25 All provisions of this agreement shall be applicable to the entire term of this agreement
26 notwithstanding its execution date, except as provided in Section 16.3.
27

28 **Section 16.3.**

29 This agreement may be reopened and modified at any time during its term upon mutual consent of the
30 parties in writing; provided, however, that all state increases for benefits and classified salaries shall be
31 passed through for each year of this agreement.
32

33 **Section 16.3.1.**

34 This Agreement shall be reopened as necessary to consider the impact of any legislation
35 enacted which occurs following execution of this Agreement. Either party may demand the
36 contract be reopened when legislation enacted affects the terms and conditions herein or creates
37 authority to alter personnel practices in public employment.
38

39 **Section 16.3.2.**

40 The Union shall have the right to open the contract at any time to deal with health insurance
41 issues related to compliance with state or federal law and/or potential employee eligibility for
42 subsidies or tax credits from the federal government. The District agrees to cooperate with the
43 Union to the extent that the Union requests do not cause the District to incur fines, taxes,
44 sanctions or any substantial negative financial impact.
45

46 **Section 16.4.**

47 Neither party shall be compelled to comply to any provision of this agreement which conflicts with
48 state or federal statutes or regulations promulgated pursuant thereto.

1 **Section 16.5.**

2 Increase bus driver/dispatcher classifications as indicated on Schedule A.

3
4 All other classifications will be increased by eight percent (8%) for 2022-2023.

5
6 For 2023-2024, Schedule A will be increased by two percent (2%) or IPD, whichever is higher.

7
8 For 2024-2025, Schedule A will be increased by two percent (2%) or IPD, whichever is higher.

9
10 For 2025-2026, Schedule A will be increased by two percent (2%) or IPD, whichever is higher.

11
12
13
14 **ARTICLE XVII**

15
16 **WORKPLACE SAFETY**

17
18 **Section 17.1.**

19 Health and Safety protocols will be clearly communicated and provided in writing to all employees at
20 each site. The district will have a Safety committee with representation from PSE.
21
22
23

24 **ARTICLE XVIII**

25
26 **PARAEDUCATORS**

27
28 **Section 18.1.**

29 District agrees to comply with State Law regarding Paraeducator training requirements.
30

31 **Section 18.2.**

32 Paraeducators will bid on job assignments according to seniority before the beginning of the school
33 year and when necessary. Paraeducators will bid according to seniority on recess and lunch duties.
34 Paraeducators will be given transition time between jobs, breaks, and duties.
35
36
37

38 **ARTICLE XIX**

39
40 **FOOD SERVICES, SCHOOL LUNCH PROGRAM**

41 **Section 19.1.**

42 Food service employees will operate the school lunch program. The school lunch program jobs will be
43 posted for all classified staff, if food service employees decline. Paraeducators will be given transition
44 time between jobs, breaks, and duties.
45
46
47
48



1 **ARTICLE XX**

2 **SECRETARIES**

3
4
5 **Section 20.1.**

6 Secretaries will dispense medication only when the nurse is unavailable.
7
8

9
10 **ARTICLE XXI**

11 **CUSTODIANS**

12
13
14 **Section 21.1.**

15 Rotation rosters shall be maintained which consist of those custodians having completed their
16 probationary period and who sign up to be placed on all rosters. The rosters shall be arranged each
17 year within ten (10) days following the start of the school year by the seniority of the custodians who
18 sign up for such overtime. The rotation roster shall be available for all employees upon request. New
19 custodians who sign up will be placed at the bottom of the rotation roster at the conclusion of their
20 probationary period. Custodians also have the option of requesting their names be eliminated from the
21 rotation roster. Custodians may have their names reinstated to the rotation roster, but their names will
22 be placed at the bottom of the rotation as it appears on the date they requested reinstatement. These
23 procedures are based on the principle of the facilities director and custodians working cooperatively.
24

25 **Section 21.2.**

26 The last school day of each week at 1:00 pm, [may be varied up to one half (1/2) hour by prior mutual
27 consent of the supervisor and the custodians on the rotation list], when school is in session. Rostered
28 custodians will be given an opportunity to select, by bid, in rostered order, commencing at the point of
29 the previous week, the facility activity they will work for the succeeding week. Once an activity is
30 agreed to, the custodian is responsible for meeting the schedule of the extra activity. Failure to make
31 an accepted activity will result in the custodian being dropped from the list for the next three (3)
32 weeks, except in cases of illness of the custodian or when illness in the custodian’s immediate family
33 necessitates his/her absence from work during the extra activity time. In such cases the activity shall
34 be offered to the next eligible custodian on the appropriate list. There shall be no trading of facility
35 activities unless approved by the supervisor. Custodians must be present to bid for extra activities,
36 except custodians may bid by proxy in the event they are not able to attend the bidding meeting date,
37 due to district work. Any facility activity not accepted at this meeting, may be assigned to substitute
38 custodians at the discretion of the district. Should all regular custodians pass a facility activity, at the
39 next bid meeting the bid will start at the top of the rotation roster. Time used for this meeting will not
40 be compensated.
41

42 **Section 21.3.**

43 There will be two separate rotating rosters, one for extra activities and the other by appointment.
44 Custodians who sign up for extra facility activities must know all facets of the position taken.
45
46
47
48



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF RAYMOND #1211

RAYMOND SCHOOL DISTRICT #116

BY: Marcia Walden
Marcia Waldon, Chapter President

BY: Pebbles Williams
Pebbles Williams, School Board Chair

DATE: 8-16-22

DATE: 8-30-22

BY: Kathy Tully
Kathy Tully, Superintendent

DATE: 8-17-22



SCHEDULE A
Raymond School District #116
September 1, 2022 – August 31, 2023

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10*	Step 15*	Step 20**	Step 25
Secretary	\$18.48	\$19.39	\$20.36	\$21.37	\$22.24	\$22.67	\$23.16	\$23.60	\$24.79
Graduation Specialist	\$20.57	\$21.60	\$22.68	\$23.81	\$24.78	\$25.28	\$25.79	\$26.30	\$27.63
Para-Educator***	\$16.20	\$16.99	\$17.86	\$18.74	\$19.49	\$19.87	\$20.28	\$20.68	\$21.72
Librarian	\$17.79	\$18.67	\$19.61	\$20.60	\$21.41	\$21.84	\$22.27	\$22.73	\$23.87
Para-Educator-Lead Preschool	\$17.79	\$18.67	\$19.61	\$20.60	\$21.41	\$21.84	\$22.27	\$22.73	\$23.87
Sign Language Cert. Interpreter	\$24.11	\$25.29	\$26.55	\$27.89	\$29.00	\$29.58	\$30.18	\$30.78	\$32.32
Food Service Worker	\$16.57	\$17.39	\$18.26	\$19.18	\$20.14	\$20.53	\$20.95	\$21.37	\$22.43
Health Nurse	\$25.13	\$26.46	\$27.85	\$29.30	\$30.84	\$32.15	\$32.80	\$33.46	\$35.14
Motor Therapy Assistant	\$22.50	\$23.64	\$24.82	\$26.07	\$27.10	\$27.65	\$28.19	\$28.77	\$30.21
SLP Assistant	\$22.50	\$23.64	\$24.82	\$26.07	\$27.10	\$27.65	\$28.19	\$28.77	\$30.21
Transportation Dispatcher	\$21.00	\$21.74	\$22.50	\$23.28	\$24.10	\$25.30	\$26.57	\$27.90	\$29.29
Bus Drivers	\$21.00	\$21.74	\$22.50	\$23.28	\$24.10	\$25.30	\$26.57	\$27.90	\$29.29
Custodians	\$18.41	\$19.33	\$20.30	\$21.31	\$22.24	\$22.59	\$23.05	\$23.51	\$24.69
Maintenance Technician	\$21.11	\$22.15	\$23.25	\$24.44	\$25.52	\$25.91	\$26.44	\$26.96	\$28.31
IT Services Technician	\$24.47	\$25.69	\$26.97	\$28.33	\$29.46	\$30.06	\$30.66	\$31.28	\$32.83
Speech & Language Pathologist	\$23.88	\$25.08	\$26.33	\$27.65	\$29.79	\$29.34	\$29.93	\$30.53	\$32.05

Additional Pay	5 credits	10 credits	15 credits	30 credits	45 credits	90 credits
	\$0.05	\$0.10	\$0.15	\$0.50	\$0.75	\$1.00

1. Extra trips shall be paid at the employee's regular rate.
2. Lead custodian will receive an added \$1.00 an hour. When the lead custodian is absent, the employee filling in will receive the \$1.00 an hour.
3. Cafeteria workers - +2.50/hour reporting responsibilities.



1 **SCHEDULE A-1**

2 **ADDITIONAL PAY FOR CREDITS/CLOCK HOURS EARNED**

3
4
5 Any employee may seek to improve his/her earning position by taking classes and workshops
6 approved by the District. Credits or clock hours earned may be applied to the following schedule for
7 salary enhancement. The stated salary increase will be applied to the base salary amount.

8
9 10 clock hours equals one (1) credit.

10	<u>5 Credits</u>	<u>10 Credits</u>	<u>15 Credits</u>	<u>30 Credits</u>	<u>45 Credits</u>	<u>90 Credits</u>
11	\$0.05	\$0.10	\$0.15	\$0.50	\$0.75	\$1.00

12
13 It is the responsibility of the employee to ensure credit/clock hour records are accurate and up to date.
14 Any employees with credits or clock hours they believe should qualify under this section must
15 schedule a time to review their transcripts or clock hour records and identify those credits. Any errors
16 or omissions not corrected by that date will not be considered for additional pay in the future.

17
18 All new credit/clock hours will be submitted to the payroll clerk by September 25 of each year in order
19 for the employee to be able to receive salary enhancement pay at the end of October.

20
21 **CREDIT/CLOCK HOUR PROVISIONS**

- 22
23 1. Credit or hours required to maintain licensing will not be counted, such as bus driver
24 certification requirements, nursing certification requirements, spray license, waste water
25 treatment license, food handler’s permit, etc., for salary enhancement. First Aid or EMT
26 training will not apply toward salary enhancement.
- 27
28 2. Only classes or workshops that are appropriate for the employee’s position will be applicable
29 for salary enhancement. Classes or workshop hours will be counted in the classification they
30 apply. In the event a District employee secures a position in a different classification only those
31 hours that pertain to the new classification will apply. At the time of the change in
32 classification a determination and a sign off between the District and the employee will be
33 made on applicable hours for the new position.
- 34
35 3. The participant of the workshop or class will secure prior approval from the building principal
36 before the District will grant the credits or clock hours toward salary enhancement. If the
37 employee is dissatisfied with the decision of the principal, the employee may appeal this
38 decision through the normal appeals process.
- 39
40 4. An employee may not progress beyond the 90 credit or 900 clock hours on the salary
41 enhancement schedule.
- 42
43 5. All classes approved will become a part of the employee’s permanent personnel file.



APPENDIX B
Raymond School District #116
Classified Employees' Evaluation Form

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Staff Member _____ School Year _____

Assignment _____ Type of Evaluation _____
(Annual, 60 Day, Other)

OVERALL APPRAISAL _____ Satisfactory
_____ Requires Improvement
_____ Unsatisfactory

Evaluator's Comments

Evaluator's Signature _____ Title _____ Date _____

Employee's Comments

My signature below acknowledges that I have read and received a copy of this evaluation, but does not necessarily indicate agreement with the content.

Employee's Signature _____ Date _____



1 KEY: S=Satisfactory RI=Requires Improvement
2 U=Unsatisfactory N=Not Applicable

3
4 The "RI" and "U" ratings require specific comments.
5

6 *****

7 QUALITY OF WORK

- 8
- 9 _____ A. Completes work accurately, thoroughly and neatly.
- 10
- 11 _____ B. Completes work promptly.
- 12
- 13 _____ C. Performs tasks as outlined in job description.
- 14
- 15 _____ D. Shows appropriate care of equipment and materials.
- 16
- 17 _____ E. Accomplishes an acceptable amount of work within job expectations.

18
19 Comments:

20
21
22
23
24
25
26
27 *****

28 JOB KNOWLEDGE

- 29
- 30 _____ A. Understands job procedures and methods.
- 31
- 32 _____ B. Understands skills related to job assignment.
- 33
- 34 _____ C. Demonstrates appropriate knowledge required to perform job competently.
- 35
- 36 _____ D. Understands district policies and procedures.
- 37
- 38 _____ E. Willing to increase knowledge and skills necessary for effective job performance.

39
40 Comments:



1 DECISION MAKING ABILITY

2
3 _____ A. Demonstrates the ability to perceive conditions needing attention.

4
5 _____ B. Demonstrates the ability to evaluate problem or situation and take appropriate action.

6
7 _____ C. Makes wise, timely decisions based on fair and impartial thinking.

8
9 Comments:

10
11
12
13
14 *****

15 MANAGING AND PLANNING

16
17 _____ A. Demonstrates ability to plan effectively to get the job done.

18
19 _____ B. Demonstrates ability to organize and utilize materials and equipment in a responsible
20 manner.

21 _____ C. Shows appropriate follow-through on assigned duties.

22
23 _____ D. Shows ability to adjust appropriately to changes.

24
25 _____ E. When appropriate, employees or other individuals are managed effectively.

26
27 Comments:

28
29
30
31
32
33 *****

34 ATTENDANCE AND PUNCTUALITY

35
36 _____ A. Arrives at work on time.

37
38 _____ B. Attends required meetings, inservices and appointments on time.

39
40 _____ C. Displays dependable, consistent attendance.

41
42 Comments:



PUBLIC RELATIONS

- _____ A. Demonstrates ability to communicate effectively with parents and community members.
- _____ B. Views job responsibilities as part of the overall function of promoting positive public relations.
- _____ C. Respects confidentiality and uses discretion in public relations.
- _____ D. Dresses appropriately for the work place.

Comments:

ATTITUDE

- _____ A. Demonstrates the ability to get along with others.
- _____ B. Approaches work in a positive manner.
- _____ C. Demonstrates cooperation toward supervisors, colleagues, and students.

Comments:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- _____ A. Is responsive to supervision and constructive criticism.
- _____ B. Attempts to implement suggestions for improvement.
- _____ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments:



SCHOOL BUS DRIVER EVALUATION
Job Skills Observed on Bus by Evaluator
(Not done behind desk)

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- _____ A. Completes pre- and post-trip inspection accurately.
- _____ B. Demonstrates appropriate driving ability.
- _____ C. Demonstrates appropriate bus care.
- _____ D. Follows proper safety procedures and exercises good judgment.

Comments:



1
2
3 **APPENDIX C**

4 **Cross-training Announcement/Application**

5 The District has been notified that a protracted employee absence is anticipated; therefore, there is an
6 opportunity for cross-training for a current employee. In accordance with Section 5.5 of the negotiated
7 agreement, employees who wish to be considered for the position below should follow the steps
8 outlined.

9 Cross-training Position (title and location): _____

10 Anticipated Opening Date: _____

11 Anticipated Closing Date: _____

12 Number of Hours: _____

13
14 **Procedures:**

- 15 ▪ Applicant will submit this application to the applicant’s first-line supervisor for consideration
16 and approval. As a matter of course, the first-line supervisor will approve the application. If the
17 application is declined, the first-line supervisor will discuss with the applicant the reason for
18 the denial. If the applicant is aggrieved, the normal grievance procedure will be adhered to.
- 19 ▪ Applicant will submit for approval this application to the supervisor of the available position.
- 20 ▪ Applicant will submit a copy of the completed form to the district office and to the first-line
21 supervisor.
- 22 ▪ Please note that cross-training will be provided to the senior applicant. In order to maintain the
23 necessary level of stability within the workplace, cross-training will be allowed only up to the
24 first level; i.e., there will be no “ripple-effect”. The applicant’s hourly wage will not be reduced
25 as a result of cross-training; however, some jobs may require fewer hours than the applicant’s
26 current position. Be sure to clarify all such questions prior to turning the application in to the
27 district office.

28
29 Applicant:

30
31 _____
32 Name:

33
34 _____
35 Current Position:

36
37 _____
38 First-line Supervisor’s Signature/Approval:

39
40 _____
41 Position Supervisor’s Signature/Approval:



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APPENDIX D

Employee Benefit Election Form

Employee Name: _____ Position: _____

In the event you receive Workers' Compensation time loss benefits from the ESD 113 Workers' Compensation Trust, you have the option of supplementing your benefit income by using a portion of your vacation and/or sick leave benefits, as long as you have benefits available to you. **For any one day, the combination of sick and vacation leave hours cannot exceed the number of hours that you are regularly scheduled to work.**

The way you use your vacation leave and sick leave benefits could affect your eligibility for employer-sponsored health care benefits and retirement contribution; therefore, we encourage you to contact Human Resources to review your option before exhausting all leave that may be available to you.

Please choose from the following:

1. For every day that I am paid time loss benefits, (Sunday through Saturday), I elect to use hours of sick leave (not to exceed the number of hours that you are regularly scheduled to work).
2. For every day that I am paid time loss benefits, (Sunday through Saturday), I elect to use hours of vacation leave (not to exceed the number of hours that you are regularly scheduled to work).
3. I elect not to use any sick leave or vacation leave to supplement my time loss benefits during the time of my disability from work.

I understand that the election I have made on this date may impact my future medical benefits and I am responsible for contacting Raymond School District Human Resources department to ensure I am fully informed of such impact. I also understand that I may change my election at a later date and any future change that I might make will be effective from that date forward. I further understand that it is my responsibility to contact the Department of Retirement Systems to determine if and how my benefits might be impacted if I exhaust all benefits.

Employee Signature



APPENDIX E



PSE GRIEVANCE FORM

Employer: _____

Chapter: _____

PSE FILED: STEP 1 _____ STEP 2 _____ STEP 3 _____ STEP 4 _____ STEP 5 _____
DISTRICT
RESPONSE: STEP 1 _____ STEP 2 _____ STEP 3 _____ STEP 4 _____ STEP 5 _____

BIOGRAPHICAL DATA:

Grievant's Name: _____

Address: _____ (Mailing Address) _____ (City) _____ (Zip)

Home Phone: _____ Work Phone: _____

Position Title: _____

Hire Date: _____

SUBMITTAL INFORMATION:

I, _____, submit this grievance to _____ on _____ (Date) for investigation and resolution.

If the grievance is submitted by an Association representative, complete the following:

I certify that I am a _____ (Association Position) and have been authorized by the grievant named above to file this grievance.

STATEMENT OF GRIEVANCE:

A. Facts on Which Grievance is Based: (if additional space is needed, please use back of form or an attachment.)

Four horizontal lines for writing facts on which grievance is based.

B. Provisions of Agreement Allegedly Violated (Article and Section Numbers):

Two horizontal lines for writing provisions of agreement allegedly violated.

C. Remedy Sought:

Four horizontal lines for writing remedy sought.

Signature of Party Submitting Grievance: _____ Date: _____

M-8 12-09



MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF RAYMOND, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE RAYMOND SCHOOL DISTRICT NO. 116. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.3, OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The following is agreed to by both parties:

- 1) Billie Joe Hagain will be reclassified as Lead Food Service Workers.
- 2) Billie Joe Hagain will be responsible for the daily operations of the Kitchen and Food Services, i.e. ordering, cooking, paperwork.
- 3) Ms. Hagain pay will be increased by \$2.50 an hour.
- 4) Billie Joe Hagain responsibilities will include evaluations of other food service employees.
- 5) A survey will be conducted of the students regarding preferences for meals.
- 6) The Food Services Staff will operate the Summer Lunch Program.
- 7) Before the school year 2023 - 2024 this agreement will be reviewed by the parties as to its continuation and any modifications that may be necessary.

This Memorandum of Understanding shall become effective upon signatures and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF RAYMOND

RAYMOND SCHOOL DISTRICT #116

BY: *M Walden*
Marcy Walden, Chapter President

BY: *K.C. Johnson*
K.C. Johnson, Superintendent

DATE: 5/11/23

DATE: 5/11/23

BY: *Billie Jo Hagain*
Billie Jo Hagain

DATE: 5/11/23

