

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ROYAL SCHOOL DISTRICT #160

AND

PUBLIC SCHOOL EMPLOYEES OF ROYAL

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

It is the intent and purpose of the parties thereto 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.

PREAMBLE

This Agreement is made and entered into between Royal School District Number 160 (hereinafter "District") and Public School Employees of Royal School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Exclusive Representative.

The District hereby recognizes the Association as the exclusive representative of all classified employees as described in Section 1.4 of this Agreement (hereinafter "employees").

Section 1.2. Confidentiality.

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

Section 1.3. Job Descriptions.

The District shall provide the Association with complete job descriptions for all employees subject to this Agreement by November 1 of each school year. Salaries for newly created jobs shall be negotiated.

Section 1.4. Bargaining Unit Classifications.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Bus Mechanic, Custodial, Food Services, Health Services, Maintenance/Grounds, Program Services, Para Educators (including Specialized Para Educators), Sign Language, Specialists, Transportation, and Technology.

Section 1.5. Substitute/Temporary Employees.

Substitute/temporary employees are defined as those employees employed for less than thirty (30) total days within a school year. Substitute/temporary employees are not members of the bargaining unit and shall not be entitled to any rights or benefits contained in the agreement, other than the wage rates contained in Schedule A.

1 Regular part-time employees are defined as those temporary employees employed for a specific period
2 of time which is more than thirty (30) cumulative days within a school year. These employees are
3 members of the bargaining unit and shall be entitled to the rights and benefits contained in this
4 agreement. (WAC 391-35-350)
5
6

7 ARTICLE II

8 RIGHTS OF EMPLOYER

9 **Section 2.1. Management Rights.**

10 It is agreed that the customary and usual rights, powers, functions, and authority of management are
11 vested in management officials of the District. Included in these rights in accordance with and subject
12 to applicable laws, regulations, and provisions of this Agreement, is the right to direct the workforce,
13 the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend,
14 discharge, demote, or take other disciplinary action against employees; and the right to release
15 employees from duties because of lack of work or for other legitimate reasons. The District shall retain
16 the right to maintain efficiency of the District operation by determining the methods, the means and the
17 personnel by which operations undertaken by the employees in the unit are to be conducted. This
18 includes the establishment of bus routes and the assigning of drivers to these routes, at the beginning of
19 the year.
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23 **Section 2.2. Rules and Regulations.**

24 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
25 District. In making rules and regulations relating to personnel policies, procedures and practices, and
26 matters of working conditions, the District shall give due regard and consideration to the rights of the
27 Association and the employees and to the obligations imposed by this Agreement.
28
29

30 ARTICLE III

31 RIGHTS OF EMPLOYEES

32 **Section 3.1. Association Membership.**

33 It is agreed that all employees subject to this Agreement shall have the right to freely join and support
34 the Association; provided, however, that such rights shall not be extended to include strikes, sit-ins,
35 sick-outs, and slowdowns. The freedom of such employees to assist the Association shall be
36 recognized as extending to participation in the management of the Association, including presentation
37 of the views of the Association to the Board of Directors of the District or any other governmental
38 body, group, or individual. The District shall take whatever action required or refrain from such action
39 in order to assure employees that no interference, restraint, coercion, or discrimination is allowed
40 within the District to encourage or discourage membership in any employee organization.
41
42
43

44 **Section 3.2. Right of Personal Concern.**

45 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
46 Association representatives and/or appropriate officials of the District.
47

1 **Section 3.3. Association Representation.**

2 Employees subject to this Agreement have the right to have Association representatives or other
3 persons present at discussions between themselves and supervisors or other representatives of the
4 District.

5
6 **Section 3.4. Non-Discrimination Clause.**

7 Neither the District nor the Association shall discriminate against any employee subject to this
8 Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorable discharged
9 veteran or military status, sexual orientation including gender expression or identity, the presence of
10 any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a
11 person with a disability which does not interfere with the duties of which may be performed efficiently
12 by an individual without danger to the health or safety of the physically handicapped person or others.

13
14 **Section 3.5. Personnel File.**

15 There shall be only one (1) official personnel file for each employee. Said file shall be kept in the
16 district administration office. Each employee shall have the right, upon request, and after making an
17 appointment for that purpose with the personnel administrator, to review the contents of his/her official
18 personnel file. The review shall be made in the presence of the administrator responsible for
19 safekeeping of these files. During the review employees shall be allowed to copy any material therein
20 and shall be permitted to make a written inventory of material there, date, initial original copy, insert
21 page number and, on request, have such inventory signed and dated by a representative of the
22 administration.

23
24 Each employee shall be provided a copy of all material placed in his or her personnel file within five
25 (5) days of its insertion. Upon request by employee, all derogatory material contained in the file may
26 be removed after three (3) years, unless there is a repeat of the issue or incident, or that which is
27 required by law. An employee may attach comments to any material that is a part of the personnel file.

28
29 **Section 3.5.1. Medical File.**

30 In order to comply with the Americans with Disabilities Act (ADA) and Health Insurance
31 Portability and Accountability Act of 1996 (HIPA), the District shall maintain a medical
32 information file for each District employee separate from the personnel file.

33
34 **Section 3.5.2. Working File.**

35 This Section does not preclude the supervisor maintaining a working file on the employee for
36 the current school year only. Working files shall be deleted at the end of each school year. In
37 addition, the Transportation Supervisor may maintain a file on each bus driver which contains
38 verification of First Aid training, the driver's Washington State Driving abstract, the results of
39 the latest DOT physical and a listing of the hours of in-service and the subjects covered.

40
41 **Section 3.6. Evaluations.**

42 Each employee shall be assigned a supervisor in writing each school year for the purpose of evaluation
43 and the grievance procedure. If the supervisor changes, notification will be given to the employee in
44 writing. All employees shall be evaluated yearly by their assigned supervisor. Evaluations shall be
45 completed and discussed with the employee before the last workday of the employee's work year.

46
47 Each supervisor shall address concerns as they come up throughout the year with the employee. Shall
48 the supervisor fail to address concerns within five (5) school days of notification of concern with the

employee; the concerns shall not be place on the evaluation form. In case there is an emergency for the supervisor or employee at the time of the incident and they are not available within the five (5) school days, the concern(s) will be dealt with as soon as either the employee or supervisor return back to work.

Evaluations will be based upon observation by the employee's supervisor and feedback provided by administrative or certificated staff member who works with the employee on a regular basis. The employee and his/her supervisor shall meet to discuss the evaluation. The employee shall sign the school district's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The employee shall have the right to attach any comments to the evaluation report.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Employee Representation.

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

Section 4.2. Disciplinary Actions.

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

Section 4.3. New Employee Orientation.

As part of the general orientation of each new employee within the unit subject to this Agreement, PSE shall provide such employee with a current copy of this Agreement to be furnished by District from the Association.

Section 4.4. Right to Delegate.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.

Section 4.5. Membership Audit.

Twice annually, on timely request by the Association, the District shall provide the Association with the following information regarding each employee in the Bargaining Unit: name, current address and telephone number, position, hire date, hourly rate of pay, hours per day, hours worked per year and annual pay. The information will be in a format that can be electronically transmitted to the Spokane

1 Regional Office. By November 1 of each year, the district shall give the Association a current seniority
2 list.

3
4 **Section 4.5.1. Building Count/Seniority List.**

5 Upon request in writing, twice annually, the District will provide the local Association with an
6 updated Building Count Report and up-to-date Seniority List of classified employees within
7 thirty (30) calendar days of request.

8
9 **Section 4.6. Access to District Premises.**

10 Representatives of the Association, upon making their presence known to the District, shall have
11 access to the District premises during business hours, provided that no conferences or meetings
12 between employees and Association representatives will in any way hamper or obstruct the normal
13 flow of work.

14
15 **Section 4.7. Bulletin Boards.**

16 The District shall provide a bulletin board space at each work site for the use of the Association. The
17 Association shall have the right to post notices of activities and matters of Association concern on
18 these bulletin boards. The bulletins posted by the Association are the responsibility of the officials of
19 the Association.

20
21 **Section 4.8. Association Use of Equipment.**

22 The Association shall have the privilege to use school facilities and equipment, including computers,
23 printers, copy machines, and all types of audio-visual equipment at reasonable times when such
24 equipment is not otherwise in use. The Association and its affiliates may use intra-district mail and
25 email service for communications to bargaining unit members according to District procedures and
26 guidelines. The Association and its affiliates may use District buildings for meetings and transact
27 official business on school property at all times when custodians are normally on duty and before and
28 after school hours. The building principal shall be notified of such meetings one day in advance.

29
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31 **ARTICLE V**

32
33 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

34
35 **Section 5.1. Appropriate Matters.**

36 It is agreed and understood that matters appropriate for consultation and negotiation between the
37 District and the Association are those relating to hours, wages, general working conditions, and
38 grievance procedures of employees in the bargaining unit subject to this Agreement. Classified shall be
39 afforded an equal opportunity with other groups of employees and administrators for input in selecting
40 the school calendar.

41
42 **Section 5.2. Working Condition.**

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

1 **Section 5.3. Overtime.**

2 When an employee is asked by their supervisor to work beyond their established working hours,
3 overtime will be paid as defined in Article VII, Section 7.9.1. The District will try to minimize such
4 situations by exploring options such as hiring additional employees, redistributing the workload, hiring
5 subs, or exploring other possible options.
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8 **ARTICLE VI**

9
10 **ASSOCIATION REPRESENTATION**

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12 **Section 6.1. Labor Management Meetings.**

13 The Association President and/or Association officials shall meet with the Superintendent at a time
14 mutually agreeable to both parties for discussion of employee concerns.
15

16 **Section 6.1.1. Formal Minutes.**

17 When formal meetings are held between representatives of the Association and representatives
18 of the District pursuant to Section 6.1, formal minutes shall be prepared and approved by both
19 parties.
20

21 **Section 6.1.2. Leaving Work Early.**

22 Association representatives, when leaving their work, shall first obtain permission from their
23 immediate supervisor. The supervisor's permission in these instances will normally be granted.
24 The employees will report to their supervisors upon returning to work. If an Association
25 official's presence is requested, the requesting administrator shall notify the employee's
26 supervisor.
27

28 **Section 6.1.3. Officer Release Time.**

29 Time during working hours will be allowed Association representatives for attendance at
30 meetings with the District. Time will also be allowed for representatives to discuss with the
31 employees' grievances and appropriate matters directly related to work situations in their area
32 or craft. Association representatives will guard against the use of excess time in the handling of
33 such matters.
34

35 In addition, the President of the Association (or Co-Presidents) and designated representatives
36 will be provided time off without loss of pay to a maximum of five (5) days per year to be
37 shared among the representatives, to conduct Association business. Notification of the leave
38 shall be submitted by the Association in writing to the Superintendent two (2) days, whenever
39 possible, before the leave is to take effect. The supervisor shall be responsible for securing a
40 substitute where necessary and the cost of the substitute shall be borne by the Association.
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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Workweek.

The workweek shall consist of five (5) consecutive days, 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.

Section 7.1.1. Four Ten Hour Workdays.

Custodial, Grounds, Maintenance, or other employees may request to work four (4) ten-hour day shifts per week during the summer. Approval may be given by the supervisor, at the District's discretion. The decision to work the four (4) ten-hour work shift must be by mutual consent of both parties.

Section 7.2. Changing of Workweek/Shift.

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 three (3) calendar weeks unless the change is mutually agreeable between supervisor and employee during an emergency situation. The employee would return to the regular shift at the conclusion of the emergency. Normal work shifts are determined by the District at the beginning of the school year. Except in an emergency, employees shall not change their normal working hours without prior written approval by the supervisor.

Section 7.2.1. "Off-the-Clock" Work.

It is the intent of the parties that "free-time" or "off-the-clock" work will not be permitted. This provision shall be strictly enforced, and any employee found by the employer or the union to be engaging in unauthorized practices shall be subject to disciplinary action.

Section 7.2.2. Flex Time.

When an employee works pre-approved extra time within their scheduled work week of forty (40) hours or less, the employee may request to have flex time off at the rate of time earned. Flex time must be taken within the school year earned unless approved from the Superintendent. If an employee has dual classification, the time taken will be at the rate of pay it was earned. Flex time must be approved two days in advance to being used.

Section 7.2.3. Compensatory Time.

Compensatory time in lieu of overtime may be authorized under the following conditions:

- A. Compensatory time shall be calculated in the same manner as overtime.
- B. No employee shall be compelled to take compensatory time in lieu of overtime pay.
- C. Compensatory time may be accumulated to a maximum of sixteen (16) hours which may be extended by mutual agreement between the Association and the District.
- D. The use of compensatory time shall be in strict compliance with the Fair Labor Standards Act.

E. Any compensatory time must be approved by the immediate supervisor.

F. Whenever possible, employees shall use compensatory time within the next two (2) week period after it is earned.

Section 7.2.4. Volunteer Work.

Employees shall not volunteer work for which they are normally paid by the District, in accordance RCW 49 and FLSA 203(e)(4)(A)(ii.)

Section 7.3. Normal Work Shift.

The normal work shift shall consist of six (6) to eight (8) hours, excluding a one-half (½) hour uninterrupted lunch period as near the middle of the shift as is practicable and including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.4. Less Than Normal Work Shift.

In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute second half rest period for each three and one-half (3½) consecutive hours or more of work.

Section 7.5. Working Lunch Period.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the employee's supervisor requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at the regular rates, unless the additional time placed said employee into overtime, then in such incidents said employee will receive that additional time at the overtime rate.

Section 7.6. Filling in for a Higher Classification Employee.

Employees requested to work a shift regularly filled by an employee in a higher classification shall receive the pay in the higher classification that would provide them an increase in earnings. Employees shall suffer no loss of earnings by filling in for other classifications.

Section 7.7. Unusual School Closure.

In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will utilize its online announcement system to notify employees prior to leaving home for work. If employees are not notified prior to leaving home, the employee shall receive a minimum of two (2) hours pay at their regular hourly rate.

If school is closed due to inclement weather, the classifications of Mechanic, Maintenance, Custodial and Grounds must report to work. If an employee feels they cannot report to work, the time will be charged to personal leave if available, vacation or it will be a day without pay. Lost time may be made up with the approval of the supervisor regarding the work to be undertaken, either remotely or rescheduled for on-site make-up.

Section 7.7.1. Emergency School Closures.

In the event that school closes early due to inclement weather or other circumstances the District will determine whether to allow the employees to leave early. The employee may use leave without pay, personal leave, vacation leave (if available), sick leave (if appropriate and available) or receive pre-approval from the immediate supervisor regarding the work to be undertaken either remotely or rescheduled for on-site make-up.

Section 7.8. Transportation.

Section 7.8.1. Transportation Shifts.

1. Establishing Routes at the Beginning of the School Year: Recognizing that personnel in the transportation classification present special shift problems, the parties agree that route-time will be determined by the bus supervisor at least once as near to the beginning of the school year as is possible. The driver and supervisor must sign the established route-time form. If the driver or supervisor feels that a driver is averaging fifteen (15) minutes less or more per day for a 2-week period, a new time in route will be established. A Minimum of four (4) hours is required to establish the route and map time prior to mid-September to complete the STARS quarterly report due October 1. Employees may include up to four (4) additional hours of work on their time sheets between September 1 and October 2 for work on familiarizing themselves with their route and completing the STARS quarterly report.
2. Route Time Adjustment: If the driver or supervisor feels that a driver is averaging fifteen (15) minutes less or more per day for a two (2) week period, a new time in route will be established.
3. Annual Bidding of Routes: Once the routes are established at the beginning of the school year, a meeting will be held so that drivers may sign up by seniority, for the route they would prefer. If the drivers have the same seniority, they will draw lots.

Additional Routes shall be bid separately, by seniority, from regular AM/PM school routes. This includes, but is not limited to activity routes, midday, pre-school, kindergarten, special education, shuttles, etc.
4. Daily Duties: The parties agree that the drivers will be paid for their established time in route plus fifty (50) minutes per day for pre/post trip inspections, routing adjustments to include adding and dropping of students, route planning, report writing, personal contact time and communication time related to bus routes, students, administrators, parents, and basic daily cleaning time for vehicle interior/exterior.
5. Bus Cleaning: Drivers will be allowed a minimum of one (1) hour twice monthly for the purpose of doing a thorough exterior and interior cleaning of their bus during the periods of September through November and January through May, and one (1) additional hour in the months of December and June. Drivers must record the time on their timesheet when the task is completed. Any extra time must be approved by the supervisor.

- 1 6. Bus Passengers: Vehicles carrying under twenty-five (25) passengers and Kindergarten
2 runs will be paid for their established time in route plus thirty (30) minutes per day.
3 Drivers on runs regularly carrying over twenty-five (25) children will be paid a
4 minimum of four and one-half (4½) hours a day.
5

6 The minimum shall not apply to any driver who works more than one classification
7 (example: driver in morning and afternoon plus lunch server midday), and whose
8 combined time in the two classifications is greater than four and one-half (4½) hours.
9

- 10 7. Bus Monitor: The District may allow the most difficult routes to have a bus monitor.
11

12 **Section 7.8.1.1. Beginning of the Year Prep Time.**

13 At the beginning of each school year drivers shall spend two (2) hours to prepare their
14 buses for use. Transportation Supervisor may approve additional time if deemed necessary.
15

16 **Section 7.8.1.2. Bus Driver Compensation.**

- 17 1. Trip Compensation: Trips shall be compensated at the driver's hourly route rate
18 plus fifty (50) minutes a day for pre-trip and post-trip inspection, route planning,
19 report writing, personal contact time and communication time related to bus routes,
20 students, administrators, and parents, cleaning time for vehicle interior/exterior.
21 Drivers who are required to drive a trip in lieu of their regular assigned route shall
22 not receive less than their regular route pay.
23
- 24 2. Entry Passes: Entry passes to an event will be provided by the District to all bus
25 drivers transporting students to an out of town event. In the event entry passes are
26 not available, the driver will be reimbursed for entry fees.
27
- 28 3. Meetings/Trainings/Drug Testing: The driver's hourly route rate shall be applied to
29 standby times and meeting times (meeting times shall include: staff, safety, in-
30 service, drug testing and planning meetings).
31
- 32 4. Standby Time: It is agreed that buses can be cleaned, inspected, and refueled while
33 the driver is on standby time.
34

35 **Section 7.8.1.2.1. Meals and Lodging.**

36 Meals and individual lodging will be paid by the District for drivers on extra trips as per
37 District Procedures 6213 (P). The Bus Driver will be provided a separate hotel room for
38 overnight trips. On layover days, a driver will be compensated for eight (8) hours.
39

40 **Section 7.8.1.3. Storing Buses on the Route.**

41 In the event bus drivers are asked to store their buses on the route and maintain a station
42 to plug in for heating motors, and the storage of buses they will be compensated for the
43 time spent returning to their home in the morning and returning to the bus garage in the
44 evening. Time will be compensated in fifteen (15) minute increments. Time will be
45 designated depending on weather. The District will determine which buses will be
46 stored on route at the beginning of the academic year.
47

Section 7.8.1.4. Extra Trips Posted.

Extra trips shall be posted as soon as possible except that in no case shall they be posted earlier than two (2) weeks prior to the trip being offered.

The bus supervisor will give first consideration to regular drivers (not substitutes) in assigning such extra trips. Extracurricular runs will be granted on a rotating basis. All regular full-time operators will be listed by seniority and by continual rotation, be given equal opportunity to take out of town runs.

Overtime will not be a factor in denying a run. If all full-time operators turn down a run, it will then be offered to the regular sub operators. If none of the regular sub operators wish to take the run, it will then be offered to sub operators working in other departments within the District. If everyone turns down a run, it will then be assigned to a regular full-time operator starting with the least senior.

Section 7.8.1.5. Extended Kindergarten/Preschool Runs.

Except in extraordinary circumstances, substitution for extended day, kindergarten, activity, preschool, or any other regularly scheduled runs will be made by regular drivers (not substitutes) who are available during that time period.

Section 7.8.2. Trip Assignment.

The following guidelines are used to fairly assign trips in an efficient manner. If unforeseen, unusual, short-term situations arise, the transportation supervisor will resolve the matter in the most efficient means for the District.

1. Trip bidding will be on Wednesday of each week, after the morning bus run.
2. Extra trips will be bid according to seniority, one trip at a time per driver before beginning another rotation. When it is a driver's turn to bid, they will select one trip for the following week. If there are unassigned trips after going through a full rotation, the rotation will start at the top again so that drivers may take an additional trip for the following week. A driver may decline to take a trip for the bid week without consequence.
3. The rotation will begin anew with the most senior driver at the beginning of each posting period.
4. Drivers who are on official school business during the weekly bid, may bid by proxy by leaving their trip choice, in writing, with the transportation supervisor.
5. Drivers who back out of an assigned trip will not be allowed to bid the following bid day, unless there are enough trips to do a second round of bidding then this person will be allowed to bid during the second round.
6. If a trip is added after the weekly bid, within the current bid week, it will be offered to the next person in the weekly rotation. After a run has been bid and is subsequently canceled and is rescheduled for another day during the bid week, the driver that was

awarded the trip shall retain the trip if possible. When not possible, the trip will go back into the weekly rotation.

7. Drivers who do not write in the number of the bus they will be taking by the end of the third day cannot take the bus from another driver. Drivers also need to tag the keys of the bus they are taking the morning they are going to use a bus. Buses are to be selected and assigned by size and the needs of the District.
8. If no regular drivers sign up, then regular subs will be called. If regular subs are not available, those holding CDL licenses from other departments may take the run. If drivers are not available when given short notice or in emergency situations, the supervisor will do what is necessary to meet the needs of the District.
9. Runs such as Camp Casey, Ski Runs, Senior Trip, or those determined by the District are open to drivers who have been driving a bus route for a minimum of six (6) months.
10. Coaches will record the time and sign off when a bus departs Royal and arrives at its destination. Coaches will record the time and sign off when leaving from the away point and when arriving at Royal. This will be done on trip tickets.
11. Drivers will stay with their buses or the team, so they can be easily found by Coaches and/or chaperones.

Section 7.8.3. Bus Assignment.

Since buses are assigned to routes by size, they are to be driven on their regular assigned routes. A sub-bus will not be used on a regular run unless the assigned bus is out of service or out of town.

Section 7.8.4. CDL/DOT Physical Renewal.

The District shall reimburse school bus drivers for the extra cost of renewing their CDL license, and for the cost of the required D.O.T. physical not covered by the employee's medical insurance.

Section 7.9. Overtime.

In the assignment of overtime, the District agrees to provide the employee with advance notice. Normally, employees designated to work overtime on days outside their regular workweek will be advised on the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences, except in cases of an emergency.

Section 7.9.1. Overtime Rate.

All hours worked in excess of forty (40) hours in any one (1) workweek shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate.

Section 7.10. In-Service Training/In-Service Days.

With the permission of the District, all classified personnel may be allowed to work or attend in-service training on teacher in-service days. Employees who attend in-service training or make-up time lost to late starts or early releases, or work on an in-service day, will be compensated their respective regular day's pay. If the District requires attendance at an in-service in excess of their regular hours,

the employee will be compensated according to Schedule A and/or Article VII, Section 7.9.1. Upon request of the District, time in and time out must be documented. Unscheduled late start or early release will be made up on in-service days unless arrangements have been made with the employees' supervisor.

Section 7.11. Late Start Days.

Late-starts during the school year will not have an adverse impact on classified employees in the bargaining unit.

Section 7.12. Dual Classification.

Bus drivers who don't have a conflicting regular assignment in another classification have the right to give up regular route time to drive extracurricular trips. Employees will not be allowed to sign up for extra trips which would conflict with any other regular job position(s) they hold in the district, except in special situations with the permission of the immediate supervisor of the classification affected by the trip in advance.

Section 7.13. Early Release Days.

Employees shall be allowed to leave, after student dismissal, on the student early release day before Thanksgiving. Employees shall be allowed to make-up this time within three (3) pay periods, or take a pay deduct. The employee's supervisor must pre-approve the make-up time.

Section 7.14. Field Trip Paraeducators.

The District agrees that before assigning a non-PSE member classified employee to accompany students for supervision purposes on a District sponsored field trip, it shall first make a reasonable determination that no PSE "specialized paraeducators" or "paraeducators" are "available" and "qualified" to perform such duties. As used herein, "available" means the District has reasonably determined that (1) providing a substitute to perform the bargaining unit member's regularly scheduled work assignments while on the trip is not necessary and (2) the bargaining unit member has, by prior experience or training, the skills necessary to perform the supervision duties required.

In making its determination, the District must review the most current available information regarding eligible bargaining unit members and their schedules. If bargaining unit members are "available" and "qualified", the most senior of such employee(s) in descending order shall first be offered the opportunity. If no bargaining unit members are qualified and available, or accept the offer, the District may use other classified personnel for the work in question. Nothing in this Agreement shall be construed to prohibit the District from using non-employee volunteers or certificated personnel to supervise students on field trips. The District shall also meet and confer with PSE if questions arise regarding the assignment of non-PSE classified personnel to field trips.

Section 7.15. Paraeducator with an Emergency Substitute Certificate.

If the District requests a classified employee with an Emergency Substitute Certification to fill the position of a certificated employee, the classified employee shall receive no less than emergency substitute teacher wages. If a classified employee is working as a certificated substitute, he/she will not be expected to fulfill regular classified duties.

Section 7.16. Emergency Substitute Certification.

Employees approved by the Superintendent to become an Emergency Substitute for the District will be reimbursed for mileage (only if a district vehicle is not available), fingerprinting, registration, and class materials. There will be no loss of wages for the employee while at this training.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All employees shall receive the following paid holidays that fall within their work year:

- | | |
|----------------------------------|---------------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Martin Luther King's Birthday | 8. Thanksgiving Day |
| 3. President's Day | 9. Native American Heritage Day |
| 4. Memorial Day | 10. Christmas Eve Day |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. New Year's Eve 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 holidays.

Section 8.1.2. Holidays during Vacation.

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

Section 8.2. Vacation.

Upon completion of the first year of employment with the School District each full-time annual employee shall be granted ten (10) days paid vacation per year. Upon completion of the fifth (5th) year of employment, each full-time employee shall be granted fifteen (15) days paid vacation per year. Upon completion of the tenth (10th) year of employment, each full-time employee shall be granted twenty (20) days paid vacation per year. It is mutually agreed that vacations shall be scheduled at the request of the employee unless such vacation time would disrupt the normal activities of the School District. Employees shall be allowed to take their full amount of accrued vacation, to a maximum of twenty (20) workdays, in one block without interruption.

Section 8.2.1. Vacation Credits.

Any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and the administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due. However, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 8.2.2. Vacation Credit Payout.

Any employee who is discharged or who terminates employment shall receive payment for unused, accrued vacation credit with their final paycheck.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave Sharing.

Sick Leave Sharing shall be in accordance with WAC Chapter 392-136A.

Section 9.1.1. Sick Leave Accumulation.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than the ten (10) days of sick leave per school year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days entitlement. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year.

In such cases that an employee leaves the District and has utilized more days than have been accrued, the District shall deduct utilized days not accrued from the employee's final check.

Sick leave benefits shall be paid on the basis of their current hourly rate applicable to the employee's normal daily work shift. However, if an employee's normal daily work shift increases or decreases subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

In the event of suspected abuse, the employee may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness, to their immediate supervisor.

Section 9.1.2. Workers Compensation.

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 9.1.3. Sick Leave Longevity.

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

Section 9.1.4. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness

or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

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

Section 9.2. Leave for Family Illness.

Employees shall, upon request, be granted leave with pay for up to five (5) days during a contract year when such absence is occasioned by a serious illness or accident of any member of the immediate household and/or relative, which requires treatment by a physician or other licensed health care provider.

When absence from the workplace is occasioned by other family illness (i.e., flu, colds, etc.) which do not require treatment by a physician, the leave will be deducted from the employee's current sick leave balance.

Definition of "immediate household and/or relative": Spouse, child, stepchild, grandchild, grandparent, parent, sibling, close relative by blood or marriage or anyone residing in the employee's household.

Section 9.2.1. Scheduling of Leave.

It is the responsibility of District employees to notify their supervisor of planned absences or vacations as much ahead of time as possible to minimize the impact on co-workers. The District and supervisor wish to approve leaves on the dates requested. This requires the cooperation of employees and management.

In the event that two (2) or more employees request leave at the same time and the workload dictates only one can be gone, the employee with the most seniority will be considered first. Employees purchasing airline tickets and/or making special accommodations should have their leave request pre-approved prior to making major commitments.

Section 9.3. Personal Leave.

Three (3) days per year are granted for those items when leave is desired for personal commitments but does not indicate emergency stature. Such leave cannot be used to extend Thanksgiving, Christmas, and spring breaks, if such leave would disrupt the normal activities of the School District unless approved by the immediate supervisor. Personal leave may be expended by increments according to the number of hours in the employee's shift within the current school year. If the workload dictates that only one (1) person from a particular work area can take leave, seniority shall prevail. This leave must be normally submitted no less than five (5) workdays in advance. Leave requests not made two (2) workdays in advance may be denied. Requests for personal leave shall be approved or disapproved within five (5) days of submission. Annual leave may be accumulated up to a total of six (6) days. However, employees shall not be allowed to take more than five (5) consecutive leave days at any one time. An employee may choose to cash-out two (2) unused personal leave during the school year at the employee's regular rate of pay or convert unused personal leave (maximum of two [2] days) to sick leave, if the employee works less than 2080 hours per year.

1 **Section 9.4. Maternity Leave.**

2 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
3 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave
4 must return to work not later than one (1) year following the granting of the maternity leave.
5 Employees granted maternity leave may, at their option, be allowed compensation for maternity leave
6 in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by
7 her physician as ready and able to return.
8

9 **Section 9.5. Paternity Leave.**

10 A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the
11 birth of his child. Such leave shall be deducted from that accumulated sick leave pursuant to Section
12 9.1.1 above.
13

14 **Section 9.6. Judicial Leave.**

15 In the event an employee is summoned to serve as juror, or appear as a witness in court, or is named as
16 a codefendant with the District, such employee shall receive a normal day's pay for each day of
17 required presence in court. In the event that an employee is a party in a court action, such employee
18 may request a leave of absence.
19

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

21
22 **Section 9.7.1. Terms for Leave of Absence.**

23 Upon recommendation of the immediate supervisor through administrative channels to the
24 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
25 leave of absence for a period of one (1) year or less. However, if such leave is granted due to
26 extended illness, one (1) additional year may be granted.
27

28 **Section 9.7.2. Returning from Leave of Absence.**

29 The returning employee will be assigned to the position occupied before the leave of absence.
30 Employees hired to fill positions of employees on leave of absence will be hired for a specific
31 time, during which they shall be subject to all provisions of this Agreement. It shall be the
32 responsibility of the employer to inform replacement employees of these provisions.
33

34 **Section 9.7.3. Sick Leave Accrual.**

35 The employee will retain but not accrue sick leave, vested vacation rights, and seniority rights
36 while on leave of absence, except employees on workers compensation.
37

38 **Section 9.8. Emergency Leave.**

39 Emergency leave may be granted to employees due to a problem requiring the personal attention of the
40 employee that has been suddenly precipitated, of such a nature that planning was not possible, or
41 where preplanning could not relieve the necessity for the employee's absence. Employees shall as soon
42 as practicable, notify their supervisor. Upon return to work, the employee shall submit a leave slip and
43 the superintendent, or designee, shall approve or disapprove the absence as emergency leave. Upon
44 superintendent, or designee, approval, employees may use personal leave, vacation, or take a pay
45 deduct. If the superintendent, or designee, disapproves the absence as emergency leave, the employee
46 will take a pay deduct.
47

1 **Section 9.9. Bereavement Leave.**

2 Five (5) days per occurrence with no loss of pay shall be granted for absence due to a death in the
3 employee's immediate family. Definition of "immediate household and/or relative": Spouse, child,
4 stepchild, grandchild, grandparent, parent, sibling or other close relative by blood or marriage or
5 anyone residing in the employee's household.

6
7 **Section 9.9.1. Other Bereavement Leave.**

8 With superintendent, or designee, approval, employees may take bereavement leave for non-
9 family members, and may use personal leave, vacation, or take as un-paid.

10
11 **Section 9.10. Sick Leave Sharing.**

12 Sick leave sharing shall be in accordance with WAC 392-126-040.

13
14 **Section 9.11. Faith and Conscience Leave.**

15 Employees are entitled to two (2) unpaid days of leave per calendar year for reasons of faith or
16 conscience, or an organized activity conducted under the auspices of a religious denomination, church,
17 or religious organization. This leave must be taken in whole-day increments. If an employee prefers to
18 take the two (2) unpaid days of leave on specific days, the employer must allow the employee to do so
19 unless the employee's absence would impose an undue hardship on the employer, or the presence of
20 the employee is necessary to maintain public safety.

21
22 The term "undue hardship" shall be interpreted in accordance with the provisions of WAC 82-56-020-
23 30. Employees desiring to take leave described in this section must request leave no less than five (5)
24 workdays in advance. A copy of the request shall be approved or disapproved within three (3)
25 workdays of submission and given to the employee.

26
27
28 **ARTICLE X**

29
30 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

31
32 **Section 10.1. Seniority Date.**

33 The District seniority of an employee within the bargaining unit shall be established as of the date and
34 time when the employee began continuous daily employment (hereafter "hire date") unless such
35 seniority shall be lost as hereinafter provided.

36
37 **Section 10.2. Probationary Status.**

38 Each new hire shall remain in a probationary status for a period of not more than one (1) year
39 following the hire date. During this probationary period the District may discharge such employee at
40 its discretion.

41
42 **Section 10.3. Completion of Probation.**

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

Section 10.4. Loss of Seniority Rights.

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

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

Section 10.5. Seniority Rights Shall Not be Lost.

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

- A. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- B. Time spent on other authorized leaves.
- C. Time spent in layoff status as hereinafter provided.

Section 10.6. Seniority Rights by Classification.

Seniority rights shall be effective within that general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

Section 10.7. Seniority Bypass.

If the District determines that seniority shall not govern in job vacancies and layoff because a junior employee possesses qualifications greater than a senior employee, the District shall set forth in writing to the affected employee and chapter president its reasons why he/she was bypassed.

Section 10.8. Retaining Seniority Rights.

Employees who change job classification within the bargaining unit shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

Section 10.9. Job Posting.

The District shall publicize within the bargaining unit for five (5) workdays the availability of each open positions as soon as possible after the District is apprised of each opening. A copy of each job posting shall be forwarded to the President of the Association and the Association representative of the classification concerned. Copies of each posting will be posted by the District, in the employee's lounge areas, the bus garage and the cafeteria office. If qualifications are relatively equal, District employees shall be given preference in bidding new classification positions over new hires. Qualified in-house applicants shall be afforded the opportunity to interview for out-of-classification positions. With Association approval, the District may post in-house and outside simultaneously.

Section 10.10. Layoffs.

Section 10.10.1. Layoff Reemployment List

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

1 **Section 10.10.2. Layoff Status Responsibilities.**

2 Employees on layoff status shall file their addresses in writing with the personnel office of the
3 District and shall thereafter promptly advise the District in writing of any change of address.
4

5 **Section 10.10.3. Re-Employment.**

6 An employee shall forfeit rights to reemployment as provided in Section 10.10.1 if the
7 employee does not comply with the requirements of Section 10.10., or if the employee does not
8 respond to the offer of reemployment within fifteen (15) days.
9

10 **Section 10.10.4. Rejection of Reemployment.**

11 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
12 other accrued benefits; provided, that such employee is offered a position substantially equal to
13 that held prior to layoff.
14

15 **Section 10.11. Summer School.**

16 Seniority by building first shall be the selection criteria for positions which have multiple applicants,
17 assuming all other qualifications are met. Monetary compensation for all classified Summer School
18 positions shall be based on Schedule A of the current Contract.
19

20 **Section 10.12. Acquiring a Substitute.**

21 No employee shall be required to recruit or notify a substitute for their position.
22

23 **Section 10.13. New Employee Orientation/Mentor Program.**

- 24 A. Orientation will be provided to all new employees to review all paperwork to include hours,
25 wages, and benefits. The district will provide the Union reasonable access to new employees
26 for the purpose of presenting information about their exclusive bargaining representative. This
27 thirty (30) minute meeting may occur at the new hire's discretion, during the new hire's work
28 time, within ninety (90) days of their hire date but scheduled not to interfere with District
29 operations.
30
- 31 B. For the first year of employment with the District, a mentor, within the same classification, will
32 be assigned to the new employee by the immediate supervisor/principal of the building. This
33 will allow the new employee to gain knowledge of the building and District. Mentor program
34 shall have no bearing on evaluation or discipline.
35
36

37 **ARTICLE XI**

38 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

39 **Section 11.1. Right to Discipline or Discharge.**

40 The District shall have the right to discipline or discharge an employee for justifiable cause. If the
41 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass
42 the employee before other employees or the public.
43
44

45 **Section 11.1.1. Progressive Discipline.**

46 The parties agree that in order to be effective, disciplinary procedures should be progressive in
47 nature. The normal process shall begin with a verbal warning followed by a written warning for
48

a further incident. In severe cases the District can move directly to a written reprimand. If necessary, the written reprimand may be followed by progressive suspensions of one (1) day and three (3) days for continued incidences. If this progressive process fails to correct the employee's behavior and it becomes necessary, the employee may be terminated. This process does not prevent an employee from exercising their rights under the grievance process as provided in the Agreement. In agreeing, the employer does not give up the right to issue a summary discharge in the case of a serious offense warranting such action.

Section 11.2. Notification to Non-Annual Employees.

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

Section 11.2.1. Notification of Discharge or Lay Off.

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

Section 11.2.2. Discharging an Employee.

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

Section 11.3. Notice of Intent.

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

Section 11.4. Insubordination.

An employee shall not be held insubordinate if he/she refuses to conduct an activity that he/she believes to be unsafe or life threatening.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. Insurance.

The District agrees to follow employee eligibility rules and provide funding for all eligible employees and their dependents as required by state law, the state Operating Budget, and the School Employees Benefit Board (SEBB). All regular bus drivers (not substitutes) will receive insurance benefits. Inclusive of District funding will be payment of the retiree carve-out for all eligible employees.

If the state changes its practice of providing a full insurance allocation for employees working six hundred thirty (630) hours or more per year by increasing the threshold to eight hundred sixty (860) hours or more per year, employees hired prior to August 2008, and working four (4) or more hours per day will be eligible for the full amount of the insurance benefit as allocated by the Washington State Legislature.

Employees hired after July 31, 2008, shall receive an insurance allocation based on eligibility as defined and funded by the state.

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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 14.4. Hold Harmless Provisions.

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.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. All grievances not brought to the attention of the immediate supervisor within twenty (20) workdays of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 15.2. Grievance Steps.

Section 15.2.1. Grievance Resolution.

Every effort should be made to resolve grievances, or potential grievances, through free and informal communication between the grievant and their immediate supervisor or the District Office. However, if such informal discussions fail to provide an adjustment of the grievance, the grievance may be processed as follows in the next steps.

Section 15.2.2. Step 1.

The employee shall first bring the grievance to the attention of their immediate supervisor. The employee and supervisor shall then meet within two (2) days after the grievance is discovered or reasonably should have been discovered and discuss the grievance at a mutually acceptable time. The supervisor will have five (5) workdays to make a verbal response. If the employee so wishes, they may be accompanied by an Association representative at such discussion. There will be no written grievance presented to the supervisor at the meeting.

Section 15.2.3. Step 2.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within ten (10) days of the supervisor response in Step I above, 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 the Agreement which have been allegedly violated.
- C. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. 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.

Section 15.2.4. Step 3.

If no settlement has been reached within the timeline in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) 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.

Section 15.2.5. Step 4.

If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Board of Directors. After such submission, the parties will have thirty (30) 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 Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

Section 15.2.6. Step 5.

If no settlement has been reached within the thirty (30) workdays referred to in the previous subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation, or the application of this Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Any such demand for arbitration must be made in writing within twenty (20) workdays after the thirty (30) workday period referred to in Section 15.2.5 and this section.

Within ten (10) workdays after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) workday period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

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

The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his decision not later than twenty (20)

workdays from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

Section 15.3. Timelines.

Timelines may be extended upon mutual, written agreement.

ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1. Previously Employed in WA State.

Any new hire that has previously been employed by any school district in the State of Washington and is hired to perform work similar to that in which previously engaged, shall be given longevity credits in the District in accordance with this Article.

Section 16.2. Transfer of Experience.

Any newly hired employee who has previously been employed by any common school district in the State of Washington and is hired to perform work similar to that in which previously engaged shall be given longevity credits in the District as per RCW 28A.400.300.

Section 16.3. Longevity Credit.

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

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1. Employee Compensation.

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

Section 17.2. Schedule A Compensation.

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

- 2024-2025 – 3.7% wage increase
- 2025-2026 – IPD
- 2026-2027 – IPD

Section 17.2.1. Salaries in Schedule A.

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

Section 17.2.2. Retroactive Pay.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, and such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible and in any case not later than the second regular payday.

Section 17.2.3. Incremental Steps.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; providing, the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year.

Section 17.2.4. Change Positions/Classifications.

Employees who change positions within classification shall retain their step placement on Schedule A. Employees who change classifications shall start at Step 1 of the new position. The Association and District shall meet to discuss special situations.

Section 17.3. Calculating Daily Hours.

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 17.4. In-District Travel Reimbursement.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate established by RCW 43.03.060 for state employees.

Section 17.5. Overnight Reimbursement.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

Section 17.6. Payday.

The payday for employees shall be the last workday of each month.

Section 17.7. Implicit Price Deflator.

The District shall pass through, to each employee covered by this agreement, the full state percentage inflationary adjustment Implicit Price Deflator, (IPD). This amount shall be applied to each step on Schedule A.

Section 17.8. Mechanic Uniforms.

Six (6) sets of uniforms (shirts and pants) shall be furnished on a weekly basis to mechanics totaling twelve (12) sets per year.

Section 17.9. Footwear Stipend.

The Mechanics and Maintenance/Grounds employees will be reimbursed up to a maximum of three hundred dollars (\$300.00) every two (2) years on any footwear that meets ANSI (American National Safety Industrial) standards ZN41.1 Upon proof of purchase along with ANSI number, reimbursement will be made by the District.

Custodians will receive fifty dollars (\$50.00) annually for footwear used while stripping and waxing the building floors. A receipt must be provided for reimbursement.

Section 17.10. Bus Driver Incentive.

Newly hired bus drivers after September 1, 2016, who work one hundred eighty (180) days will receive four hundred dollars (\$400.00) (one-time only) driver incentive in their paycheck the following month fulfilling this requirement.

Section 17.11. Instructional Paraeducator Certifications.

The district agrees to comply with the Paraeducators Certification Requirements as set forth by the Professional Educational Standards Board (PESB) and Washington State Law. All training hours will be paid at the employee's regular rate of pay and shall be included in all benefits that are based upon hours of work per year. Professional development hours to include clock hours will count towards continuing education credit hours.

Section 17.12. Call Back.

Call back shall be defined as any and all work noncontinuous with regular daily work shifts or on an employee's day of rest. Employees performing call back services shall be compensated for a minimum of two (2) hours. Affected employees may submit a mileage reimbursement request on that months' time sheet for miles driven between home and work, at the existing IRS rate.

ARTICLE XVIII

TERMS AND SEPARABILITY OF PROVISIONS

section 18.1. Term of Agreement.

The term of this Agreement shall be September 1, 2024 to August 31, 2027.

Section 18.2. Provisions of this Agreement.

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

Section 18.3. Openers.

This Agreement may not be reopened and modified at any time during its term without mutual consent of the parties in writing.

However, this Agreement shall be reopened to renegotiate one non-monetary "wild card" opener from the Association and one non-monetary "wild card" opener from the District for both the 2024-2025 and 2025-2026 school years. This Agreement shall also be opened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. If a

legislative impact affects wages beyond the annual inflationary adjustment per RCW 28A.400.205, the contract will be reopened for bargaining.

Section 18.4. Invalid Provisions.

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

Section 18.5. State or Federal Statutes.

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

Section 18.6. Invalid Provisions, State, or Federal Statutes.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 18.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

ROYAL CHAPTER

BY: /e-signed by Trula Goll/
Trula Goll, Chapter Co-President

DATE: Dec. 11, 2024

BY: /e-signed by LaDonna Weber/
LaDonna Weber, Chapter Co-President

DATE: Dec. 11, 2024

ROYAL SCHOOL DISTRICT #160

BY: /e-signed by Roger Trail/
Roger Trail, Superintendent

DATE: Dec. 09, 2024

SCHEDULE A 2024 - 2025

CLASSIFICATION	1	2	3	4	5	10	15	20	25	30+	35+
BUS MECHANIC											
Lead Specialized Diesel Mechanic	\$29.83	\$30.50	\$31.19	\$31.86	\$32.55	\$33.22	\$33.91	\$34.58	\$35.25	\$35.99	\$36.77
Specialized Diesel Mechanic	\$27.83	\$28.47	\$29.09	\$29.71	\$30.34	\$30.96	\$31.59	\$32.22	\$33.22	\$33.52	\$34.25
CUSTODIAL											
Custodian	\$21.68	\$22.12	\$22.58	\$23.04	\$23.49	\$23.95	\$24.41	\$24.85	\$25.34	\$25.84	\$26.40
FOOD SERVICE											
Head Cook	\$19.60	\$20.06	\$20.53	\$20.99	\$21.44	\$21.91	\$22.37	\$22.84	\$23.29	\$23.79	\$24.31
Cook	\$18.14	\$18.57	\$18.99	\$19.41	\$19.83	\$20.25	\$20.67	\$21.10	\$21.57	\$22.05	\$22.53
HEALTH SERVICES											
Licensed Practical Nurse (LPN)	\$22.43	\$22.96	\$23.95	\$24.89	\$25.36	\$25.69	\$26.05	\$26.65	\$27.33	\$28.01	\$28.62
MAINTENANCE/GROUNDS											
General/Grounds Maintenance	\$24.18	\$24.71	\$25.20	\$25.89	\$26.37	\$26.78	\$27.20	\$27.61	\$27.98	\$28.49	\$29.11
PARAEDUCATOR											
*Paraeducator I	\$18.00	\$18.75	\$19.60	\$20.57	\$20.91	\$21.24	\$21.52	\$21.86	\$22.21	\$22.84	\$23.34
**Paraeducator II	\$19.08	\$19.59	\$20.56	\$21.37	\$21.71	\$22.00	\$22.33	\$22.68	\$23.12	\$23.70	\$24.22
***Paraeducator III	\$22.43	\$22.98	\$23.57	\$24.15	\$24.75	\$25.38	\$26.00	\$26.65	\$27.33	\$28.01	\$28.62
SPECIALISTS											
Sign Language Interpreter Assistant	\$26.07	\$28.24	\$28.79	\$29.35	\$29.90	\$30.46	\$30.93	\$31.42	\$31.76	\$32.95	\$33.67
Speech Language Assistant	\$26.07	\$28.24	\$28.79	\$29.35	\$29.90	\$30.46	\$30.93	\$31.42	\$31.76	\$32.95	\$33.67
Physical Therapy Assistant	\$26.07	\$28.24	\$28.79	\$29.35	\$29.90	\$30.46	\$30.93	\$31.42	\$31.76	\$32.95	\$33.67
TECHNOLOGY											
Computer Technician/Programmer	\$27.57	\$28.50	\$29.51	\$30.36	\$31.02	\$31.68	\$32.23	\$32.58	\$32.88	\$24.13	\$34.87
Support Technician - Level I	\$22.43	\$22.96	\$23.95	\$24.89	\$25.36	\$25.69	\$26.05	\$26.65	\$27.33	\$28.01	\$28.62
TRANSPORTATION											
Bus Driver	\$24.06	\$24.63	\$25.04	\$26.49	\$26.92	\$27.30	\$27.87	\$28.43	\$28.68	\$29.35	\$29.98
Transportation Specialist/Dispatch	\$24.21	\$24.78	\$25.19	\$26.64	\$27.06	\$27.44	\$28.01	\$28.58	\$28.82	\$29.50	\$30.14
Bus Monitor	\$19.08	\$19.59	\$20.56	\$21.37	\$21.71	\$22.00	\$22.33	\$22.68	\$23.12	\$23.70	\$24.22
Bus Driver Trainer (Driver rate +\$1.00)	\$25.06	\$25.63	\$26.04	\$27.49	\$27.92	\$28.30	\$28.87	\$29.43	\$29.68	\$30.35	\$30.98
Car Route Driver	\$20.82	\$21.32	\$21.67	\$22.92	\$23.29	\$23.62	\$24.12	\$24.60	\$24.82	\$25.39	\$25.94
IN-SERVICE EDUCATIONAL STEPS											
A. 15 Credits or 150 Clock Hours - 1.5% of Salary Step											
B. 30 Credits or 300 Clock Hours - 3.0% of Salary Step											
C. 60 Credits or 600 Clock Hours - 4.5% of Salary Step											
D. 90 Credits or 900 Clock Hours - 6.0% of Salary Step											
E. Bachelor of Arts/Science (BA/BS Degree - 7.5% of Salary Step)											
*Paraeducator I - (General Education)											
**Paraeducator II (Specialized) - Bilingual Records, Computer Lab, Medical Assistant, Library, Life Skills, Music, Spanish Documents Translator and Special Education											
***Paraeducator III (Program Services) - Migrant Education Program Coordinator, Migrant Education Program Recruiter, Migrant Parent Education Coordinator, Migrant Graduation Specialist/Advocate, Migrant Education Program Records Clerk/Home Visitor, Bilingual Coordinator, McKinney-Vento Homeless Liaison, Foster Car Liaison and Family and Community Engagement Coordinator											
*All Custodians hired after 8/31/2021 that have not previous experience will be automatically placed on Step 2											

APPENDIX A – Weingarten Rights

WEINGARTEN RIGHTS: EMPLOYEE RIGHT TO UNION REPRESENTATION

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.”

Weingarten Rights

Under the Supreme Court’s Weingarten decision, when an interview for investigation occurs, the following rules apply:

RULE 1

The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

RULE 2

After the employee makes the request, the employer must choose from among three options. The Employer must either:

- Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- Deny the request and end the interview immediately; or
- Give the employee a choice of (1) having the interview without representation or (2) ending the interview.

RULE 3

If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice, and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

APPENDIX B – Just Cause

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree to discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?