

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ST. JOHN SCHOOL DISTRICT #322

AND

PUBLIC SCHOOL EMPLOYEES OF ST. JOHN

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 here to promote and improve the efficient operation 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 St. John School District #322 (hereinafter "District") and the Public School Employees of St. John, an affiliate of Public School Employees of Washington/SEIU Local 1948 (PSE) (hereinafter "Association"). In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative for all classified employees described in Section 1.2 of this agreement (hereinafter "employees").

Section 1.2. Bargaining Unit.

The bargaining unit to which this Agreement is applicable shall consist of all regularly scheduled full and part-time Paraeducators (including Instructional Assistants, Library Media Instructional Assistants, Building Support and Preschool Director), Child Nutritionists, and Secretary of St. John School District.

Section 1.3. Substitute Employees.

A substitute employee is one who fills in for another employee.

1. Substitute employees who work less than one-sixth (1/6) of the workdays in a normal academic year are not covered by this Agreement.
2. Substitute employees doing bargaining unit work who work one-sixth (1/6) of a normal academic year in any twelve (12) month period and continue to be available for work, will be included in the bargaining unit limited to the following provisions of the Collective Bargaining Agreement: Article III; such substitutes shall be members of the bargaining unit for the period during which they are substituting (Article XIII) and shall receive salary at the Step I Schedule A rate once he/she has completed sixty (60) workdays.

Section 1.4. Temporary Positions.

A temporary position is any bargaining unit position that is projected to continue for ninety (90) days or less. Employees filling these positions are members of the bargaining unit and subject to all rights contained in the Collective Bargaining Agreement, including but not limited to the accruing of

seniority with the exception that employees in these positions are not subject to Section 8.6 RIF rights; provided, however, that a regular, full, or part-time employee who fills a temporary position shall have the right to return to their previous position when the temporary position ends. Job postings for temporary positions shall clearly notate that the position is temporary and the projected duration of the position. Regular employees must gain in hours or compensation to move to a temporary position, except in special circumstances mutually agreed upon by both the Association and the District.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Management Rights.

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 the efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

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 Association in all such matters as authorized by law.

Section 3.2. Personal Concerns.

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

Section 3.3. Representation.

Employees subject to this Agreement have the right to have Association representatives present at disciplinary meetings or meetings with supervisors or other District representatives that may reasonably result in disciplinary action. The District has no obligation to remind the employee of this right prior to such a meeting.

Section 3.4. Delegation of Rights.

Each employee reserves and retains the right to delegate any right contained in this Agreement, exclusive of compensation for services rendered to appropriate officials of the Association.

1 **Section 3.5. Non-Discrimination.**

2 Neither the employer, nor the Association, shall discriminate against any employee subject to this
3 Agreement on the basis of race, national origin, creed, sex, religion, age, marital status or the presence
4 of disability. An employee claiming discrimination cannot use the grievance procedure in the
5 Agreement; rather, the employee must seek redress through other available means (e.g., complaint
6 procedures under the District policies).

7
8 **Section 3.6. Personnel Files.**

9 There shall be only one (1) official personnel file for each employee to be kept in the District
10 Administration Office. The employee's immediate supervisor shall be entitled to keep a working file,
11 which shall not be deemed to be a personnel file. Each employee shall have the right to review the
12 contents of his/her personnel file. During the review, an official or representative of the Association
13 may be present, and the employee may initial and photocopy any material in the file, at his/her or the
14 Association's expense. Any derogatory material not shown to an employee after receipt or composition
15 shall not be allowed as evidence in any grievance or in any disciplinary action against such employee,
16 and employees shall have the right to attach their comments on all such items. An employee has the
17 right to attach written comment to any item added to their personnel file.

18
19 In the event a disciplinary notice is filed and placed in the employee's personnel file, that notice shall,
20 after a period of four (4) years, be removed upon written request by the employee, providing that no
21 incidents of the same nature have occurred during the four (4) year period. However, the District must
22 still maintain the notice in accordance with the Washington State General Records Retention Schedule.

23
24 **Section 3.7. Evaluations.**

25 Evaluations of employees shall be performed by appropriate supervisors. Evaluations shall relate to the
26 employee's assigned duties and job descriptions. The purpose of performance evaluations is to
27 determine how well an employee is performing assigned duties. Employees shall be informally
28 observed each year. All employees, including new employees, shall be evaluated annually. Evaluations
29 are to be completed no later than the last day of school in which the evaluation takes place.

30
31 The employee shall sign the District's copy of the evaluation to indicate that he or she has received a
32 copy of the evaluation. Upon completion of an evaluation by the supervisor, the employee shall be
33 provided with a copy of the evaluation. The signature of the employee does not, however, imply the
34 employee agrees with the contents of the evaluation. The employee shall have the right to attach any
35 comments to the evaluation within ten (10) workdays following the evaluation conference.

36
37 **Section 3.8.**

38 The District shall maintain current job descriptions for all positions within the bargaining unit. Copies
39 of the job description will be provided to employees upon request. The creation of new positions or the
40 substantial modification of existing positions shall require the parties to meet and negotiate the
41 appropriate placement on Schedule A.

42
43 **Section 3.9.**

44 Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330 (2)
45 (a, b), and employees who administer student catheterization services to a student under RCW
46 28A.210.280, shall be provided the training and right of refusal as described in the respective codes.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Association Rights.

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

Section 4.2. Association Representation.

The Association is entitled to have an observer at hearings conducted by any District official or body arising out of any grievance and to make known the Association's views concerning the case.

Section 4.3. Association Business.

Association representatives will be allowed time during working hours for attendance at meetings with the District.

Section 4.4. Bargaining Unit List.

Within twenty-one (21) business days from an employee's hire date for a newly hired employee and every one hundred and twenty (120) business days for all employees covered under the PSE collective bargaining unit, the District will provide an editable digital file format to membership@pseofwa.org, with the following classified employee information: name and date of hire; employee contact information to include cellular, home, and work telephone numbers; work and the most up-to-date personal email addresses; and home or personal mailing addresses.

Section 4.4.1. New Employee Orientation.

An integral part of each employee's tenure with the employer is understanding of this Agreement and the role of the Association in the employment setting. The employer will provide PSE reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. "Reasonable access," for the purposes of this section, means the access to the new employee occurs within one (1) week of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and PSE, where they will receive an overview of the Association and a copy of this Agreement. Each employee hired during the term of this Agreement will be provided with a copy of this Agreement by the Association.

The Association orientation session will be conducted by representatives designated by the Association. The District's representative(s) shall be absent from the room during this section of the new employee orientation. The Association will provide the District with copies of all materials which will be distributed during the session.

1 **Section 4.5. School Facilities and Equipment Use.**

2 The Association shall have the right to use school facilities and equipment at reasonable times when
3 such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all
4 materials and supplies incident to such use. The Association will repair or replace equipment which is
5 damaged due to Association use. Use of buildings, facilities, and equipment shall conform to Board
6 policy.

7
8 **Section 4.6. Meeting Sites.**

9 The Association shall have the right to use District buildings for meetings and to transact official
10 business. Such use shall be scheduled in advance and subject to as needed custodial charges. The use
11 of buildings is subject to the approval of the principal and/or Superintendent.

12
13 **Section 4.7. Bulletin Boards.**

14 The employees/Association may post work or Association-related materials in a mutually agreeable
15 location accessible to all employees. The Association must comply with public disclosure laws when
16 posting materials.

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18
19 **ARTICLE V**

20
21 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

22
23 **Section 5.1. Bargaining.**

24 It is understood and agreed by the District and the Association that matters appropriate for consultation
25 and negotiations between the parties shall relate to salaries, hours, working conditions, and grievance
26 procedures, as directed by RCW 41.56.

27
28 **Section 5.2. Labor/Management Committee.**

29 The Association will designate a Labor Management Committee who will meet with the
30 Superintendent and other District administrators on a mutually agreeable regular basis to discuss
31 appropriate matters.

32
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34 **ARTICLE VI**

35
36 **ASSOCIATION REPRESENTATION**

37
38 **Section 6.1. Representative Visitation.**

39 Representatives of the Association, upon making their presence known to the District, shall have
40 access to the District premises during business hours, provided that conferences or meetings between
41 employees and Association representatives will not interfere with the employees' duties.

42
43 **Section 6.2.**

44 Association official(s) will be released with pay to conduct business with the District when the District
45 desires to engage in such transactions during the official(s)' regular shift.

46
47 **Section 6.3. Association President.**

48 Annually, the District shall be notified who will serve as Association President.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Workweek.

The normal workweek consists of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

Section 7.2. School Closure.

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will make every reasonable effort to notify each employee to refrain from coming to work.

Section 7.2.1.

For late start or early closure due to inclement weather, plant in-operation, student early release, or the like, employees shall have the option to make-up time lost, receive pay by using personal days balance, or not make-up the time and take a pay deduct.

Section 7.3. Meal and Rest Periods.

Employees that work a full eight (8) hours are entitled to a fifteen (15) minute first half and fifteen (15) minute second half rest period. Employees assigned to shifts less than eight (8) hours, but at least six (6) hours shall be given a fifteen (15) minute first half and ten (10) minute second half rest period. All rest periods shall occur as near the middle of the half shift as is practicable. All employees working five (5) or more hours are entitled to a minimum thirty (30) minute unpaid lunch period.

Section 7.4. Meetings.

Employees will be paid their regular rate to attend meetings when their attendance is required by the District.

Section 7.5. Overtime.

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay. Overtime will not be worked without District approval or assignment. Time off on approved leave or holiday will not count towards the forty (40) hours.

Section 7.6. Compensatory Time.

All employees who work in excess of forty (40) hours per week may request compensatory time in place of pay. Compensatory time in lieu of overtime pay must be pre-approved by the immediate supervisor and may be authorized under the following conditions:

- Hours worked in excess of forty (40) hours for the week will accrue at the overtime rate of one and one-half (1½) hours for each hour worked over forty (40) hours.
- No employee shall be compelled to take compensatory time in lieu of overtime pay.
- Compensatory time may be accumulated to a maximum of twenty (20) hours and must be used within thirty (30) workdays of the accrual, which may be extended upon mutual agreement between the employee and the Superintendent.

Appropriate documentation with supervisor approval is required to be filed with the business office within thirty (30) days of the date the hours were worked in order to exercise this option. All accrued compensatory time will be paid on August 31 (at current rate of pay) resulting in zero (0) balance on September 1 of each year.

ARTICLE VIII

LEAVES

Section 8.1. Sick, Injury, Childbearing, and Emergency Leave.

Section 8.1.1.

At the beginning of each school year, each employee covered by this Agreement shall be credited with sick leave allowance to a maximum of ten (10) days, prorated as to hours worked, accumulated at one (1) day per working month. In the event of illness, the appropriate deduction will be made. Sick leave shall accumulate up to a one hundred eighty (180)-day limit.

Section 8.1.2. Use of Sick Leave.

Employees may use sick leave for the reasons described in RCW 49.46.210.

Because sick leave is frontloaded, the District will comply with the requirements of WAC 296-128-730.

The District may require employees to provide verification of the need for sick leave in accordance with WAC 296-128-660.

The District may require employees to provide notice of an absence from work for the use of sick leave in accordance with WAC 296-128-650.

Section 8.1.3. Sick Leave Sharing.

Employees may donate and receive shared leave in accordance with chapter 392-136A WAC.

Section 8.1.4. Annual Cash-Out of Accumulated Sick Leave.

In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.

At the time of separation from School District employment, an eligible employee or the employee's estate, as defined in RCW 28A.400.210, shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days of accrued sick leave. Such accrual shall not exceed one hundred eighty (180) days, unless otherwise provided by statute.

1
2 **Section 8.1.5. Industrial Insurance.**

3 Injury incurred on the job. If Labor and Industries rules a temporary disability with
4 compensation, the District will continue the employee's full pay to the extent of sick leave,
5 with any Labor and Industries' benefits to be endorsed to the District. Upon exhaustion of sick
6 leave, the District's obligation ceases, and all Labor and Industries' benefits are to be retained
7 by the employee.
8

9 **Section 8.2. Bereavement Leave.**

10 Four (4) days annual paid leave shall be allowed in the case of the death of one (1) of the following
11 family members: spouse, children, parents, sister, brother, parents-in-law, brother-in-law, sister-in-
12 law, grandparents, and grandchildren. Such leave is non-cumulative. Bereavement leave requests for
13 instances other than those enumerated above shall be determined by the Superintendent. Leave days
14 taken after the first four (4) days shall be deducted from sick leave.
15

16 **Section 8.3. Personal Leave.**

17 Each employee shall be entitled to three (3) personal days per year. Employees employed with the St.
18 John School District for ten (10) years are entitled to four (4) personal days per year. Employees
19 employed with the St. John School District for twenty (20) years are entitled to five (5) personal days
20 per year.
21

22 Personal leave days are effective as of September 1 of each school year. A person commencing
23 employment during the school year will be granted leave days on a pro rata basis. Personal leave is
24 neither sick leave nor bereavement leave and is non-cumulative. Prior approval from the supervisor is
25 required.
26

27 Unused sick leave days will be cashed out in the July payroll.
28

29 **Section 8.4. Maternity Leave.**

30 In the case of pregnancy for the period of the employee's temporary disability caused by the pregnancy
31 or childbirth, as verified by the employee's physician, a leave of absence shall be granted. Any
32 employee who is granted maternity leave may, at their option, use their accumulated sick leave in
33 accordance with this article.
34

35 **Section 8.5. Judicial Leave.**

36 In the event an employee is summoned to serve as a juror, or is named as a codefendant with the
37 District, such employee shall receive a normal day's pay for each day of required presence; provided,
38 however, that any compensation, excluding expenses, from a third party received for such service shall
39 be paid to the District. Such repayment shall not exceed the employee's normal daily pay. In the event
40 that an employee is a party in a court action, such employee may request a leave of absence.
41

42 **Section 8.6. Leave of Absence.**

43 Upon approval of the Board of Directors, an employee may be granted an unpaid leave of absence for
44 a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness
45 or schooling, one (1) additional year may be granted. The returning employee will be assigned to the
46 position occupied before the leave of absence, or to a similar position within the District. An employee
47 on leave of absence may not return to work early without permission from the District, nor is the
48 employee eligible to seek transfers or apply for new positions while on leave. The employee will retain

1 accrued sick leave while on leave of absence. The employee shall notify the District, in writing, at least
2 thirty (30) calendar days in advance of the scheduled return date whether or not he/she will be
3 returning from leave of absence.

4
5 **Section 8.7. Washington State Paid Family and Medical Leave.**

6 Classified employees may be eligible to receive paid leave under the Washington State Paid Family
7 and Medical Leave Program (PFML). Eligibility will be governed by the PFML regulations. The
8 District shall pay the amount of the employer payroll premium required by state law and the employee.

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10
11 **ARTICLE IX**

12
13 **PROBATION, SENIORITY, AND RIF PROCEDURES**

14
15 **Section 9.1. Seniority Date.**

16 The seniority date of an employee within the bargaining unit shall be established as of the date on
17 which the employee began continuous daily employment (hereinafter "hire date"), unless such
18 seniority shall be lost as hereinafter provided. If more than one (1) employee is hired on the same day,
19 seniority position will be drawn by lot.

20
21 **Section 9.2. Probation.**

22 Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays
23 following the hire date. Employees on probation shall have an informal evaluation after forty-five (45)
24 workdays. During this probationary period, the District may discontinue a probationary employee's
25 employment at its discretion. Probationary employees cannot grieve the decision to discontinue their
26 employment. Upon completion of the probationary period, the employee will be subject to all rights
27 and duties contained in this Agreement.

28
29 **Section 9.3.**

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

- 31
32 A. Resignation.
33 B. Discharge for justifiable cause.
34 C. Retirement.
35 D. Change in job classification within the bargaining unit, as hereinafter provided.

36
37 **Section 9.4.**

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

- 39
40 A. Time lost by reason of industrial accident or industrial illness, for which a leave is permitted, or
41 judicial leave.
42
43 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
44 States.
45
46 C. Time spent on other authorized leaves.
47
48 D. Time spent in layoff status as hereinafter provided.

1
2 **Section 9.5.**

3 The employee with the earliest hire date shall be given first consideration regarding shifts, promotions,
4 assignment to new or open jobs or positions, and layoffs when ability and performance are
5 substantially equal with junior employees. If the District determines that seniority rights should not
6 govern because a junior employee possesses ability and performance substantially greater than a senior
7 employee or senior employees, the District shall set forth, in writing, to the employee or employees its
8 reasons why the senior employee or employees have been bypassed.
9

10 **Section 9.6. Reduction in Force (RIF).**

11 If a RIF is deemed necessary based on the District's needs and rights prescribed in Section 2.1, the
12 District shall use the following guidelines to determine which position(s) will be eliminated:
13

- 14 1. Past employee performance based on observations and evaluations.
- 15
- 16 2. The value, skills, and services provided that can best assist the District in the accomplishment
17 of its mission.
- 18
- 19 3. When more than one (1) employee are equal under the above two (2) criteria, preference will be
20 given to the employee with the greatest length of service with the District.
21

22 Employees so affected will be placed on an employment list maintained by the District according to
23 layoff ranking. If the employee is on layoff and new or open positions are posted, current employees
24 will have priority. If no current employee bids on the job, those on layoff will have priority by
25 seniority. Names shall remain on the employment list for one (1) year.
26

27 **Section 9.7. Reduction in Force (RIF) Notification.**

28 Employees on layoff because of RIF shall file their addresses, in writing, with the personnel office of
29 the District, and shall thereafter promptly advise the District, in writing, of any change of address.
30

31 **Section 9.8.**

32 An employee shall forfeit rights to reemployment as provided in Section 9.6 if the employee does not
33 comply with the requirements of Section 9.7, or if the employee does not respond to the offer of
34 reemployment within five (5) days.
35

36 **Section 9.9.**

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

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.

Every employee covered by this Agreement shall be subject to discipline or discharge based upon just cause. The employer shall utilize progressive discipline, which may include:

1. Verbal warning, with documentation in the personnel file
2. Written warning
3. Written reprimand
4. Suspension
5. Discharge

The employer may bypass the steps of progressive discipline due to the nature or severity of the employee misconduct.

ARTICLE XI

EMPLOYMENT NOTIFICATION

Section 11.1.

Should the District decide to discharge, layoff, or modify the position of any employee, the employee and the Association shall be notified in writing.

Section 11.2.

Except in extraordinary cases, the District will give employees and the Association two (2) weeks' notice of intention to RIF their position.

Section 11.3.

If appropriate, employees shall receive notification of reasonable assurance of employment by May 15. The District will make full effort to ensure that this notification is as accurate as possible.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. Insurance Benefits.

Employees anticipated to be working six hundred thirty (630) hours or more shall be eligible to receive a District contribution for their selected benefits.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by state law, the State Operating Budget, and the School Employees Benefit Board (SEBB).

1 **Section 12.2.**

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

3
4 **Section 12.3.**

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

7
8 **Section 12.4.**

9 The District shall make contributions to the Educational Service District (ESD) 101 Unemployment
10 Compensation Fund requisite to providing unemployment benefits for all employees subject to this
11 Agreement.

12
13 **Section 12.5.**

14 In determining whether an employee subject to this Agreement is eligible for participation in the
15 Washington State Public Employees Retirement System (PERS) or the Washington State School
16 Employees Retirement System (SERS), the District shall report all hours worked, whether straight
17 time, overtime, or otherwise.

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19
20 **ARTICLE XIII**

21
22 **VOCATION TRAINING - INSERVICE**

23
24 **Section 13.1.**

25 The parties acknowledge the need and value of continuing employee training and job-related
26 education; therefore, the parties agree to periodically meet and evaluate needs and to explore possible
27 resources needed to fill such training objectives.

28
29 **Section 13.2. In-service.**

30 The District may require employees to attend up to fifteen (15) hours in-service each year for
31 improvement of performance skill in their respective positions. Attendance at in-service shall be paid
32 at their regular wage rate. Employees shall be paid their regular hourly rate while traveling to/from
33 District-required training or in-service.

34
35 **Section 13.3. Minimum Employment.**

36 Paraeducators will be defined as a Classified Public School or School District Employee who works
37 under the supervision of a certified or licensed staff member, from Kindergarten to 12th grade to
38 support and assist in providing instructional and other services to students and their families, including
39 Library Assistant. (WAC 179-01-020).

40
41 All Paraeducators must meet the minimum requirements per RCW 28A.413.040.

42
43 **Section 13.4. Paraeducator Fundamental Course of Study.**

44 The District will provide training for Paraeducators to partially implement the Fundamental Course of
45 Study required by RCW 28A.413.060. Should funding continue in future years, additional hours or
46 days of training will be added per RCW 28A.413.060.

The District must fund this provision only in years for which state funding is appropriated specifically for the purposes of this section and only for the number of days or hours of training that are funded by the appropriation. Additional training beyond what is funded by the appropriation may be provided subject to availability of other funding sources.

Each employee shall be paid his or her current hourly rate of pay for all required trainings.

ARTICLE XIV

GRIEVANCE AND APPEAL PROCEDURE

Section 14.1. Purpose.

The purpose of this article is to provide a procedure for the orderly and timely adjustment of grievances.

Section 14.2. Definitions.

As used in this article: The term “grievance” shall mean a claim by an individual employee or a group of employees or by the Association that the Agreement between the District and the Association has been violated, misinterpreted, misapplied, or not applied. The term “workdays” shall be defined as those days the District Administration Office is open to the public.

Section 14.3. General Conditions.

- A. Time Limit. The adjustment of grievances shall be accomplished as rapidly as possible, and timelines are to be strictly enforced. Under unusual circumstances, the time limits prescribed in this statement may be extended by written mutual consent of the grievant and the person or persons by whom the grievance is being considered. Absent written consent to change the timelines, the Association or employee’s failure to meet the timelines will result in denial of the grievance, and the grievance shall not be processed further. Failure by the District to meet a timeline will automatically be treated as a denial of the grievance, and the employee or Association is entitled to process the grievance to the next step.
- B. Representation. Any grievant shall have the right to present grievances. The grievant may be represented at each step in the procedure by a representative of the Association. The Association shall be given an opportunity to have its representative present at each step of the grievance.
- C. Freedom from Reprisal. Individuals who participate in good faith as grievant, witnesses, representatives of the Association, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal from any party or person on account of their participation in the process.
- D. Confidentiality standards shall be maintained by all parties involved in the grievance process.

Section 14.4. Grievance Procedure.

Step 1.

Grievances must be brought to the attention of the supervisor within twenty (20) business days of the occurrence of the contract violation. An employee with a grievance shall discuss the grievance with the employee's immediate supervisor, and effort shall be made to resolve the grievance at this level in an informal manner. The supervisor will have ten (10) business days to respond.

Step 2.

If the employee is dissatisfied with the outcome of this initial conference under Step 1, the employee may initiate a formal conference with the immediate supervisor and a representative of the Association by submitting to the immediate supervisor, within ten (10) business days of the Step 1 response, the following, in writing:

- a) The facts on which the grievance is based;
- b) The contract sections violated; and
- c) The remedy sought.

The immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The supervisor shall have ten (10) business days from receipt of the formal grievance to respond and shall furnish a copy thereof to the Association.

Step 3.

If the grievance is not resolved to the satisfaction of the grievant under Step 2, the Grievant may, within ten (10) business days after receipt of the immediate supervisor's reply, appeal the grievance, in writing, to the Superintendent. The Superintendent will conduct meeting within twelve (12) business days of receiving the appeal. The Superintendent will submit his/her findings and award, in writing, within ten (10) business days of the close of the meeting to the immediate supervisor, the grievant, and the Association.

Step 4.

In the event the employee is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition was presented by the Superintendent within the ten (10) business days of the close of the Superintendent's meeting, and the Association believes the grievance to be valid, the grievance may be submitted to an arbitrator by the Association. Written notification of arbitration request must be received by the Superintendent within five (5) business days from the date of finding report. If no such request is made, then the District will believe the ruling to be accepted. The arbitrator used to oversee this process must be approved by both the District and the Association. The cost of the arbitrator shall be shared equally by both parties. The District has the same right to arbitration.

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ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1. 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 15.2. Schedule A.

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

Section 15.2.1. Method of Tracking Hours Worked.

Procedures to track hours solely rests with the District based on the needs to keep appropriate and accurate records for auditing purposes. Employees must comply with any timekeeping procedures established by the District.

Section 15.3. Time Calculation.

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

Section 15.4. Employee Travel Expense.

Any travel, approved by the Superintendent, in a private vehicle, required by the District shall be compensated at the current state rate. Meal and other expenses will be reimbursed by receipt or appropriate District rate.

Section 15.5. Increments.

Incremental steps as described in Schedule A shall take place every September 1; provided the employee has been employed continuously for at least one-half (1/2) of the previous instructional year.

Section 15.6.

Paraeducators may be assigned to assist with a student's special hygiene needs (such as toileting, diapering, bathing, catheterization, and tube feeding) as identified and detailed as being required services in the student's written IEP, 504, or health plan. Such assignments shall not be effective or amended until placed, in writing, from the District administration; and when the assignment is complete, the Paraeducator shall similarly be notified, in writing, by the administration. The Paraeducator assigned to perform the special hygiene needs shall receive the additional one dollar (\$1.00) per hour during the time they are assigned direct supervision of such qualifying students each day. Temporary or substitute employees working with the student shall not be entitled to the extra pay.

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ARTICLE XVI

TERMS AND SEPARABILITY OF PROVISIONS

Section 16.1. Term.

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

Section 16.2. Entire Term.

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 16.3. Reopeners.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties, in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A herein; and provided further, that this Agreement shall be reopened as needed to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect classified employees.

Section 16.4.

This Agreement shall be governed and construed according to federal and state laws. If any provision of this Agreement or any application of this Agreement is contrary to law, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of this Agreement will continue in full force and effect. If a provision of this Agreement is contrary to law, the parties will renegotiate it.

ARTICLE XVII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 17.1. Association Dues (Reference RCW 41.56.110).

The Association, which is the legally recognized Exclusive Bargaining Representative of the classified staff as described in the recognition clause of this Agreement, shall have the right to have deducted from the salary of employees electing to become a member of the Association an amount equal to the fees required for membership in the Association. The District agrees to accept dues authorizations via written, voice authorization or by E-signature in accordance with "E-SIGN." Public School Employees of Washington/SEIU Local 1948 (PSE) will provide a list of those members who have agreed to Union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization will be provided. PSE will be the custodian of the records related to dues authorizations.

PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records.

The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn, in writing, by the employee to the Public School Employees of Washington/SEIU Local 1948.

The District shall deduct PSE dues and voluntary political action contributions from the pay of any employee who authorizes such deductions, in writing, pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis. The District agrees to submit a report monthly along with its remittance of dues identifying each employee by name and dues amount remitted.

Section 17.2. Hold Harmless.

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the deduction of dues or political action contributions made under this article.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

ST. JOHN CHAPTER #242

BY: /e-signed by Roberta Hallenius/
Roberta Hallenius, Chapter President

DATE: 11/05/24

ST. JOHN SCHOOL DISTRICT #322

BY: /e-signed by Mark Jacobson/
Mark Jacobson, Superintendent

DATE: 10/09/24

SCHEDULE A 2024 – 2025

JOB CLASSIFICATIONS	Probation/ Base Rate	1 year	3 year	5 year	7 year	9 year	11 year	13 year	15 year	17 year	19 year
TRANSPORTATION											
Bus Drivers	\$24.60	\$24.97	\$25.35	\$25.73	\$25.99	\$26.25	\$26.51	\$26.77	\$27.04	\$27.31	\$27.58
Extra-Curricular Drivers	\$19.01										
FOOD SERVICE											
Head Cook/Nutritional Director	\$22.21	\$22.88	\$23.56	\$24.27	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	\$28.98	\$29.85
Assistant Cook	\$16.78	\$17.03	\$17.28	\$17.54	\$17.72	\$17.89	\$18.07	\$18.25	\$18.44	\$18.62	\$18.81
BUILDING SUPPORT											
Building Assistant	\$17.27	\$17.53	\$17.79	\$18.06	\$18.24	\$18.42	\$18.61	\$18.79	\$18.98	\$19.17	\$19.36
CLASSROOM SUPPORT											
Instructional Assistant/Library											
Base Pay/Qualified	\$19.03	\$19.31	\$19.60	\$19.90	\$20.09	\$20.30	\$20.50	\$20.70	\$20.91	\$21.12	\$21.33
15 Credits/150 in-service clock hours	\$19.17	\$19.45	\$19.75	\$20.04	\$20.24	\$20.45	\$20.65	\$20.86	\$21.06	\$21.28	\$21.49
30 Credits/300 in-service clock hours	\$19.29	\$19.58	\$19.88	\$20.18	\$20.38	\$20.58	\$20.79	\$21.00	\$21.21	\$21.42	\$21.63
45 Credits/450 in-service clock hours	\$19.45	\$19.74	\$20.03	\$20.33	\$20.54	\$20.74	\$20.95	\$21.16	\$21.37	\$21.59	\$21.80
60 Credits/600 in-service clock hours	\$19.57	\$19.87	\$20.16	\$20.47	\$20.67	\$20.88	\$31.46	\$21.30	\$21.51	\$21.73	\$21.94
80 Credits/800 in-service clock hours	\$19.70	\$20.00	\$20.30	\$20.60	\$20.81	\$21.01	\$21.23	\$21.44	\$21.65	\$21.87	\$22.09
100 Credits/1000 in-service clock hours	\$19.85	\$20.15	\$20.45	\$20.76	\$20.97	\$21.18	\$21.39	\$21.60	\$21.82	\$22.04	\$22.26
Preschool Director											
Base Pay/Qualified	\$22.57	\$22.92	\$23.26	\$23.60	\$23.84	\$24.08	\$24.33	\$24.56	\$24.81	\$25.06	\$25.31
15 Credits/150 in-service clock hours	\$22.72	\$23.06	\$23.40	\$23.76	\$23.99	\$24.24	\$24.48	\$24.72	\$24.97	\$25.22	\$25.47
30 Credits/300 in-service clock hours	\$22.86	\$23.20	\$23.55	\$23.91	\$24.14	\$24.38	\$24.63	\$24.87	\$25.12	\$25.37	\$25.63
45 Credits/450 in-service clock hours	\$23.00	\$23.35	\$23.69	\$24.05	\$24.29	\$24.53	\$24.78	\$25.02	\$25.27	\$25.53	\$25.79
60 Credits/600 in-service clock hours	\$23.12	\$23.48	\$23.82	\$24.19	\$24.42	\$24.67	\$24.92	\$25.16	\$25.41	\$25.67	\$25.93
80 Credits/800 in-service clock hours	\$23.28	\$23.63	\$23.98	\$24.35	\$24.58	\$25.70	\$25.08	\$25.33	\$25.58	\$25.84	\$26.10
100 Credits/1000 in-service clock hours	\$23.40	\$23.76	\$24.11	\$24.48	\$24.72	\$24.97	\$25.22	\$25.47	\$25.72	\$25.98	\$26.24
FACILITY SUPPORT											
Maintenance Supervisor	\$23.39	\$23.75	\$24.10	\$24.46	\$24.71	\$24.95	\$25.20	\$25.46	\$25.71	\$25.97	\$26.23
Maintenance Assistant	\$21.95	\$22.28	\$22.61	\$22.95	\$23.18	\$23.41	\$23.64	\$23.88	\$24.12	\$24.36	\$24.60
SECRETARIAL											
Building Secretary	\$19.75	\$20.05	\$20.35	\$20.65	\$20.86	\$21.07	\$21.28	\$21.49	\$21.71	\$21.92	\$22.14
Classified Substitute	\$16.30	*Subject to increase with minimum wage requirements									
FN: St. John School District/Salary Schedules/2024-25 St. John Classified Salary Schedule											