

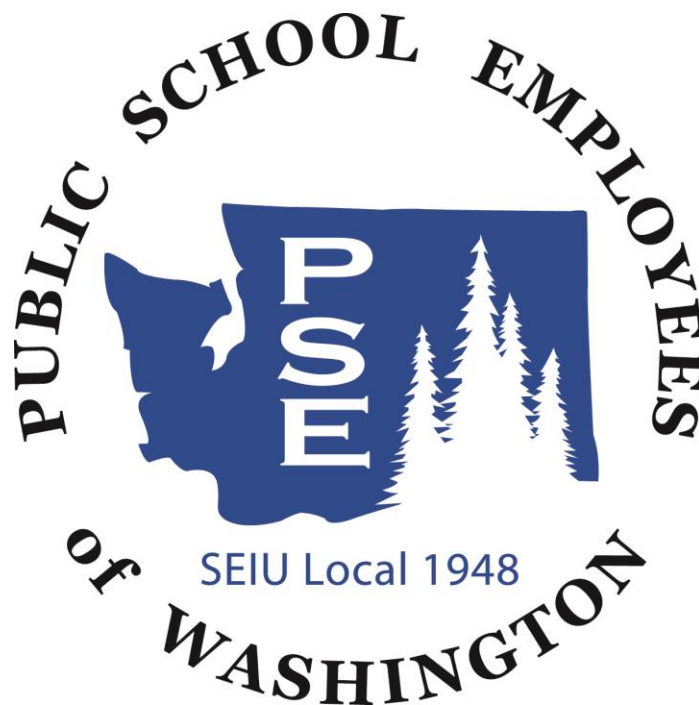
COLLECTIVE BARGAINING AGREEMENT BETWEEN

SOUTH BEND SCHOOL DISTRICT #118

AND

PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND

SEPTEMBER 1, 2022 - AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948

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1 **PREAMBLE**

2
3 This agreement is made and entered into between the South Bend School District Number 118
4 (hereinafter "District") and Public School Employees of Washington / SEIU Local 1948, through its
5 local affiliate (hereinafter "Union"). In consideration of the mutual covenants contained therein, the
6 parties agree as follows.
7
8

9
10 **ARTICLE I**

11 **RECOGNITION AND COVERAGE OF AGREEMENT**

12
13
14 **Section 1.1.**

15 The District hereby recognizes the Union as the exclusive representative for all classified employees
16 described in Section 1.2 of this agreement (hereinafter "employees").
17

18 **Section 1.2.**

19 The South Bend School District No. 118 recognizes Public School Employees of Washington / SEIU
20 Local 1948 as the sole and exclusive bargaining representative for all regular full-time and regular
21 part-time classified employees. Specifically excluded from the bargaining unit are confidential
22 employees and supervisors as follows: Transportation Supervisor, Director of Family Services,
23 Maintenance Supervisor, Financial Officer and Assistant Financial Officer.
24

25 **Section 1.3. Employee Definitions.**

26
27 **Section 1.3.1.**

28 For the purposes of this agreement, an employee’s FTE is based on the number of regularly
29 scheduled hours of work, with 2080 hours of regularly scheduled work per school year
30 considered as 1.0 FTE. Only employees who are regularly scheduled to work 2080 hours per
31 school year will be considered as full-time employees. Employees regularly scheduled to work
32 less than 2080 hours per school year will be considered as regular part-time employees.
33

34 **Section 1.3.2. Substitute Employee.**

35 Substitute employees shall be defined as those employees who are employed to fill temporary
36 vacancies of thirty (30) calendar days or less (i.e., illnesses, short-term leave of absences, etc.)
37 in the workforce. Employees filling positions classified as substitutes shall not be eligible for
38 participation in insurance programs or employer contributions toward premiums of such
39 programs. Substitute employees shall be subject to Schedule A only. Long term substitutes for
40 a position who work more than 30 days will receive insurance benefits but will not be
41 considered “hired” as part of the union and will be released when the long term substitute need
42 ceases. A long term substitute shall not exceed one (1) year.
43

44 **Section 1.3.3. Probation Period.**

45 Each new hire shall remain in probationary status for a period of ninety (90) days worked
46 following being initially employed as a regular full-time or regular part-time employee covered
47 by this agreement. Time worked as a substitute will not apply toward this ninety (90) day
48 period. During the probationary period the District may discipline or discharge such employee



1 at its sole discretion and such discipline or discharge shall not be subject to the grievance
2 procedure of this agreement.
3
4

5 6 **ARTICLE II**

7 8 **RIGHTS OF EMPLOYEES**

9 10 **Section 2.1.**

11 It is agreed that all employees subject to this agreement shall have and shall be protected in the
12 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union in all
13 such matters as authorized by law.
14

15 **Section 2.2.**

16 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
17 officials of the District.
18

19 **Section 2.3.**

20 Employees subject to this agreement have the right to have Union representatives or other persons
21 present at discussion which may lead to disciplinary action between themselves and supervisors or
22 other representatives of the District.
23

24 **Section 2.4.**

25 Neither the Employer, nor the Union, shall discriminate against any employee subject to this
26 agreement on the basis of race, national origin, creed, sex, religion, age, marital status or the presence
27 of a disability.
28

29 **Section 2.5.**

30 There shall be an official personnel file for each employee, to be kept in the District administration
31 office. Each employee shall have the right to review the contents of his/her personnel file. During the
32 review, an official or representative of the Union may be present, and the employee may initial and
33 photocopy any material in the file, at District expense.
34

35 **Section 2.5.1.**

36 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as
37 of July 26, 1992, the District shall maintain a medical information file for each classified
38 employee of the District which will be kept separate from the personnel file. Such file will
39 contain such sensitive information as immunization history, health related cards, leave sharing
40 information, and information on medical history, and/or medical releases, etc. This medical
41 information file will insure confidentiality of sensitive information regarding the employee in
42 the event of a federal and/or state audit.
43

44 **Section 2.5.2.**

45 Each employee shall be provided a copy of any derogatory material placed in his or her
46 personnel file within five (5) days of its insertion. An employee may attach comments to any
47 material that is a part of the personnel file.
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ARTICLE III

RIGHTS OF THE UNION

Section 3.1.

The Union has the right and responsibility to represent the interests of all employees, 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 3.2.

The Union shall promptly be notified by the District of grievances brought by any employee. The Union 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 Union's views concerning the case.

Section 3.3.

The District agrees to submit a report monthly along with its remittance of dues identifying each employee by name, social security number and dues amount remitted. The District agrees to provide the names of all classified employees who are not having dues withheld to the Union on October 1 and March 1 of each year of this agreement.

Section 3.3.1.

Each employee hired during the term of this agreement shall be provided, by the District, with a copy of the agreement. Sufficient copies of the agreement will be supplied to the District by the Union.

Section 3.3.2.

The names and cumulative days worked by substitute or temporary employees shall be provided to the Union on a quarterly basis.

Section 3.4.

Representatives of the Union, upon making their presence known to the superintendent or designee shall have access to the District premises during business hours; provided, that conferences or meetings between employees and Union representatives will not interfere with the employees' normal duties.

Section 3.5. Bulletin Boards/Intra-District Mail.

The Union may make lawful use of school district bulletin boards and intra-district mail service consistent with District policy.

Section 3.6. School Calendar.

Section 3.6.1.

The District shall provide notification to employees of the formation of the school calendar so that employees may provide their input to the District for its consideration prior to its formal adoption of the school calendar.



1 **Section 3.7.**

2 Special education paraprofessionals working with students identified as potentially violent or
3 aggressive may request to participate in the formulation of the Individualized Education Plan (IEP) to
4 whom they may be assigned in order to give input as to their safety. If granted, participation time shall
5 be considered as time worked. If the employee is not satisfied with the outcome of the safety issue,
6 they may request a meeting with the special education director to express and resolve their concerns.
7

8 **Section 3.8.**

9 The District will make available to all employees who work alone at night, with no other employee
10 nearby, the use of a cell phone from the bus garage. The cell phone will be used only in the case of
11 emergency, may be picked up at the beginning of the night shift and shall be returned to the bus
12 garage prior to leaving work at the end of the shift.
13
14

15 **ARTICLE IV**

16 **UNION MEMBERSHIP**

17
18
19
20 **Section 4.1.**

21 Each employee subject to this agreement, who, on the effective date of this agreement, is a member of
22 the Union in good standing, maintain membership in the Union in good standing during the period of
23 this agreement unless membership is revoked through contact with the Union.
24

25 The district will provide the union reasonable access to new employees of the bargaining unit for the
26 purposes of presenting information about their bargaining unit to the new employee. The presentation
27 may occur during a new employee orientation provided by the district, or at another time mutually
28 agreed to by the district and the union representative. No employee may be mandated to attend the
29 meetings or presentations by the union representative. "Reasonable access" for the purposes of this
30 section means: (i) The access to the new employee occurs within ninety days of the employee's start
31 date within the bargaining unit; (ii) The access is for thirty minutes; and (iii) The access occurs during
32 the new employee's regular work hours at the employee's regular worksite, or at a location mutually
33 agreed to by the district and the union.
34

35 **Section 4.2.**

36 An employee's written, electronic, or recorded voice authorization to have the employer deduct
37 membership dues from the employee's salary must be made by the employee to Public School
38 Employees of Washington (PSE). If the employer receives a request for authorization of deductions,
39 the employer shall as soon as practicable forward the request to PSE.
40

41 The employer shall deduct PSE state dues from the pay of any employee who authorized such
42 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds
43 deducted to the treasurer of the Public School Employees of Washington.
44

45 The District will provide PSE a list transmitted electronically upon any changes, listing bargaining unit
46 employees who are hired, re-hired, reinstated, transferred into or out of a bargaining unit, reclassified,
47 promoted, downgraded, placed on any type of leave, laid off, recalled from layoff or separated from



1 the District. The report will include each listed bargaining unit employee's name, job title, work
2 location, personnel action and reason.

3
4 PSE will be the custodian of the records related to dues authorizations and agrees that, as the custodian
5 of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.
6

7 **Section 4.3.**

8 The employee's authorization remains in effect until expressly revoked by the employee in accordance
9 with the terms and conditions of the authorization. An employee's request to revoke authorization for
10 payroll deductions must be in writing and submitted by the employee to PSE in accordance with the
11 terms and conditions of the authorization. Revocations will not be accepted by the employer if the
12 authorization is not obtained by the employee to PSE. After the employer receives confirmation from
13 the exclusive bargaining representative that the employee has revoked authorization for deductions, the
14 employer shall end the deduction effective on the first payroll after receipt of the confirmation. The
15 employer shall rely on information provided by the exclusive bargaining representative regarding the
16 authorization and revocation of deductions.
17

18 **Section 4.4. Political Action Committee.**

19 The District shall, upon receipt of a written authorization or voice authorization form that
20 conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount
21 of contribution the employee voluntarily chooses for deduction for political purposes and shall
22 transmit the same to the Association. Section 4.5 of the Collective Bargaining Agreement shall
23 apply to these deductions.
24

25 **Section 4.5. Hold Harmless.**

26 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
27 orders, and/or judgments against the District on account of any checkoff of Association dues or
28 voluntary political contributions.
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30
31

32 **ARTICLE V**

33 **UNION REPRESENTATION**

34
35
36 **Section 5.1.**

37 The Union will designate a conference committee of three (3) members who will meet with the
38 superintendent of the District and the superintendent's representatives on a mutually agreeable regular
39 basis to informally discuss appropriate matters. These meetings shall not be construed as negotiating
40 sessions.
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ARTICLE VI
EVALUATIONS

Section 6.1.

Employee performance evaluations shall be conducted on a semi-annual basis for employees with two (2) years or less seniority in a position, and annually for employees with two (2) or more years seniority in a position. Evaluations are reflective of the employee’s immediate supervisor’s or principal’s opinion of the employee’s work performance during that calendar school year. Performance evaluations shall be conducted in conformance within the following guidelines.

Section 6.1.1.

The written evaluation and oral review shall be completed by the employee’s immediate supervisor or principal, when applicable. The evaluating supervisor or principal shall have intimate knowledge of the employee’s performance.

Section 6.1.2.

To promote an open discussion of the evaluation, the oral review shall be conducted on a one-to-one basis. Employees shall be provided with two (2) days advance notice prior to the oral review.

Section 6.1.3.

The employee shall be provided a copy of the completed evaluation.

Section 6.1.4.

Employees shall have the right to provide a written response to an unfavorable evaluation. The employee’s written response shall be attached to the evaluation when placed in the employee’s personnel file and shall remain part of their permanent personnel record.

Section 6.1.5.

Evaluation forms shall be germane to the work performed and updated, if necessary, on a semi-annual basis.

Section 6.1.6.

The employee’s signature on the evaluation form shall not be construed as an employee agreement with the contents. Evaluation forms shall contain the following statement under the signature line: “This evaluation has been reviewed with me by my immediate supervisor or principal and I have been provided a copy of said evaluation.”

ARTICLE VII
HOURS OF WORK AND OVERTIME

Section 7.1.

Each part-time employee will be assigned in advance to a definite work year with designated times of beginning and ending; provided that the employer may change the existing work year in case of



1 emergency without prior notice, by mutual agreement with the employee, and in any other case by five
2 (5) days written notice to the employee.

3
4 **Section 7.1.1.**

5 Any work performed in excess of eight (8) hours a day or forty (40) hours per designated work
6 week shall be paid at the rate of one and one-half (1-1/2) the employee's applicable rate of pay.
7 During summer recess, workdays, not to exceed ten (10) hours may be scheduled. All time
8 worked in excess of ten (10) hours per day (in the case of scheduled ten (10) hour days), and all
9 time worked in excess of forty (40) hours per week shall be at the wage rate of time and one –
10 half (1-1/2).

11
12 Payment of sick leave, funeral leave, and holiday pay for days scheduled as ten (10) hour days
13 will be paid/deducted as ten (10) hour days. The employer and employee shall mutually agree
14 upon the modified work schedule.

15
16 **Section 7.1.2. Comp Time.**

17 Employees in all classifications, with the exception of bus drivers, will be allowed comp
18 time with prior approval from the building administrator. All comp time will be entered in
19 the regular district timesheet and records will be kept in the regular district timekeeping
20 process. Comp time will not accrue beyond forty (40) comp hours. Comp time which
21 remains unused at the end of employee's work year will be cashed out. The following will
22 be used to clarify the earning and use of comp time as described in this section:

- 23
24 1. Employees will have the option of earning comp time or being paid overtime for hours
25 worked subject to Section 7.1.1 of this agreement.
26 2. Employees must have administrator approval prior to the earning and use of comp time
27 hours.
28 3. Authorized work in excess of eight (8) hours in a day or forty (40) hours per designated
29 work week shall be comped at the rate of one and one-half.
30 4. Comped hours remaining at the end of the employee's work year shall be paid at the
31 employee's current rate of pay.

32
33 **Section 7.2.**

34 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, unless
35 regularly scheduled school vacations or holidays fall within this period; provided, however, exceptions
36 may be made upon mutual agreement between the employee and supervisor or in any other case by
37 five (5) days written notice to the employee.

38
39 **Section 7.2.1.**

40 In the event of an unusual school closure due to inclement weather, plant inoperation, or the
41 like, the District will notify employees to refrain from coming to work on the local radio
42 station, via a phone tree and TV channels 4, 5 and 7.

43
44 **Section 7.2.2.**

45 If an employee is called back to work, other than immediately before or after his/her assigned
46 shift, the employee shall receive not less than two (2) hours pay at the appropriate rate.
47

1 **Section 7.3.**

2 Each employee shall be assigned to a definite shift with designated times of beginning and ending.

3
4 **Section 7.3.1.**

5 All part-time employees shall begin work the day before school starts.

6
7 **Section 7.4.**

8 Employees who work in excess of four (4) hours per day shall be allowed a thirty (30) minute unpaid
9 lunch break during the course of their shift. Employees shall be permitted a fifteen (15) minute break
10 following each two (2) hours of work provided that said employee is scheduled to work more than two
11 (2) hours that day.

12
13 **Section 7.4.1.**

14 Employees required to work through their regular lunch periods will be given time to eat at a
15 time established by the supervisor. In the event the District requires an employee to forego a
16 lunch period and the employee works the entire shift, including the lunch period, the employee
17 shall be compensated for the foregone lunch period.

18
19 **Section 7.5.**

20 Bus drivers required to have a physical examination to drive will have the cost of an examination paid
21 by the District; provided, that such driver receive the physical examination from a District designated
22 physician.

23
24 **Section 7.5.1.**

25 The District will establish shifts for transportation personnel in relation to routes, driving time,
26 and all other regular duties assigned by the transportation supervisor. The established shift
27 time will be based on time required to perform all regular duties assigned. Regular run
28 assignments shall be based on seniority. That is: the longest run in time shall be offered to the
29 most senior driver and continue in this manner through all drivers.

30
31 **Section 7.5.2.**

32 Each driver shall receive time as allocated per day by the following schedule for the purpose of
33 bus or eight (8) passenger van checkout, fueling, warm-up, cleaning inside and out, and safety
34 inspections:

35
36 If driver drives one (1) bus per day - 30 minutes

37
38 If driver drives two (2) different buses per day - 45 minutes

39
40 If driver drives three (3) or more buses per day - one (1) hour

41
42 Extra time will be allowed for unusual or emergency situations.

43
44 **Section 7.5.3.**

45 All district buses will be driven by personnel hired primarily as district school bus drivers. The
46 bus transportation supervisor may/will be part of the regular route driving schedule. Such
47 drivers shall be required to have a CDL, Class B certificate, either temporary or regular permit.
48 "Exception": Regular or substitute drivers per previous contract language will drive all regular

1 season trips, athletic or academic. All post season events that can be accommodated by one car
2 or one van may be driven by other district approved personnel. This section does not allow for
3 the use of private vehicles outside of school policy or state law.
4

5 **Section 7.5.4.**

6 All trips will be bid on a continuously rotating seniority basis with the most senior driver and
7 continuing on down the seniority list to the least senior driver. At the bidding meetings,
8 beginning with the most senior driver, each driver may choose two (2) trips from the list as a
9 beginning bid. All remaining trips will be bid, in order, one at a time through the remainder of
10 the list by seniority. New drivers will be able to bid on all extra-curricular trips, though the
11 transportation supervisor will have the discretion during the first ninety (90) days, probation
12 period, to deny a trip based on experience.
13

14 If a trip that has already been bid on, comes back up for re-bid, for any reason, it reverts back to
15 the driver under the driver who gave up the trip. There is to be one bid list. The new re-bid
16 trips will be marked with a different mark/color.
17

18 Any unscheduled trips that come in during the month shall be bid one at a time. The first one
19 bid by the driver at the top of the list, the next to the next senior and so on. A driver that is
20 already scheduled for a trip on the date of the new trip may not change for the new trip unless it
21 serves the interest of the District to do so. Should the driver at the top of the list choose not to
22 accept the trip they will rotate to the bottom of the list. If a trip has made it around the
23 bidding process twice, the transportation supervisor can assign the trip. A driver cannot
24 give up a trip with less than 24-hour notice or the supervisor may assign the trip to any
25 driver.
26

27 Unscheduled (less than 24 hours notice) trips may be assigned to the most available driver that
28 may be contacted, with the attempt to contact the driver at the top of the list. No answer by
29 phone will be considered as a refusal for that trip.
30

31 Overtime will not be paid beyond 25 hours per month. BOTH drivers and transportation
32 supervisor will work together to ensure that trips will not be bid by drivers which will surpass
33 the overtime allowance. All drivers realize that if they are working in other positions whether
34 as a sub or in a regular daily schedule that those hours count toward their 40 hours a week and
35 will have overtime implications. Substitute drivers may be used in the event that drivers cannot
36 be secured due to the overtime restrictions. The superintendent may approve additional OT in
37 the case of emergencies. The 25 hour maximum will supersede all seniority rotation for extra
38 trips.
39

40 **Section 7.5.5.**

41 Bus drivers who drive field trips or extra curricular trips will be compensated as follows:
42

43 Trips less than overnight:

44 Driving time at drivers wage.
45

46 Overnight trips:

47 Driving time at drivers wage.

48 Extra full days at remote site at drivers hourly wage times eight (8) hours.

1 **Section 7.5.6.**

2 Substitute drivers may be assigned as relief for regularly scheduled drivers daily run; provided,
3 that no Union drivers are available or have refused the available work. It should be noted that
4 regular drivers are expected to take runs as they are assigned by the transportation supervisor,
5 unless problems with regular runs or other difficulties prevent their doing so.
6

7 **Section 7.5.7.**

8 All Transportation employees who work more than ten (10) hours per day or more than forty
9 (40) hours per week shall be compensated at the overtime rate of pay. There will be a
10 maximum of 25 hours of overtime worked in any single month.
11

12 **Section 7.6. Random Drug Testing for Bus Drivers.**

13 The Federal Highway Administration (FHWA) has mandated programs and procedures for mandatory
14 random drug and alcohol testing. Drivers and substitute drivers will comply with the District
15 Policy 5260 and procedures on federal drug and alcohol testing.
16

17 **Section 7.7.**

18 The primary use of video cameras is designed to monitor student behavior. Bus drivers shall be
19 informed on days that a camera has been placed in their assigned bus(es) prior to departure from the
20 District bus garage. Drivers shall have the right to review the recorded videotapes for their bus(es)
21 after making an appointment for such purposes with the transportation supervisor. Tapes will be saved
22 one week so that the drivers may review them. Drivers may request to see tapes of days on which
23 substitute drivers replace them. Upon request drivers may be permitted to view the tapes with the
24 supervisor present.
25
26
27

28 **ARTICLE VIII**

29 **HOLIDAYS AND VACATIONS**

30 **Section 8.1. Holidays.**

31 **Section 8.1.1.**

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

- | | | |
|----|------------------------|------------------------|
| 33 | | |
| 34 | | |
| 35 | | |
| 36 | | |
| 37 | New Year’s Eve Day | Labor Day |
| 38 | New Year’s Day | Veteran’s Day |
| 39 | Martin Luther King Day | Thanksgiving Day |
| 40 | President’s Day | Day After Thanksgiving |
| 41 | Memorial Day | Christmas Day |
| 42 | Juneteenth | |
| 43 | Independence Day | *Floating Holiday |
| 44 | | |

45 * Requires two (2) weeks notice and date subject to approval of the District.
46

47 **Section 8.1.2.**

48 Should a holiday occur while an employee is on vacation, the employee shall be required to



1 take one extra day of vacation.

2
3 **Section 8.1.3.**

4 All part-time employees shall receive the following paid holidays that fall within the work year:

5	6 Labor Day	7 Memorial Day
7	8 New Year’s Day	9 Thanksgiving Day
8	10 Martin Luther King Day	11 Day after Thanksgiving
9	12 President’s Day	13 Christmas Day

10 Juneteenth will be a paid holiday if it occurs during the school year.

11
12 **Section 8.1.4. Unworked Holidays.**

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

15
16 **Section 8.1.5. Worked Holidays.**

17 Employees who are required to work on the above described holidays shall receive the pay due
18 them for the holiday, plus one and one-half (1-1/2) times their regular hourly rate for all hours
19 worked on such holidays.

20
21 **Section 8.1.6. Holidays During Vacation.**

22 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
23 take one extra day of vacation.

24
25 **Section 8.1.7. Holidays On Weekends.**

26 A holiday which falls on a Sunday shall be on the following Monday. A holiday which falls on
27 a Saturday shall be recognized on the preceding Friday.

28
29 **Section 8.1.8.**

30 All personal days, floating or holidays will be taken in half day or full day increments.

31
32 **Section 8.2. Vacations.**

33 Eligible employees earn vacations according to this schedule:

34	35 One through six years	36 Two (2) weeks per year
35	37 Seven through twelve years	38 Three (3) weeks per year
36	39 Thirteen through nineteen	40 Four (4) weeks per year
37	41 Twenty or more	42 Five (5) weeks per year

43 Employees with thirteen or more years of service will have the option of selling one week of vacation.

44
45 **Section 8.2.1. Cessation of Vacation Allowance.**

46 An employee will cease to earn a vacation allowance if the employee changes from full-time
47 status to part-time basis. However, the employee will be entitled to any vacation allowance
48 earned to the date of change if the employee has completed twelve (12) months or more of
continuous service. If he later returns to full status, he will begin accruing vacation credits
from the new date, with no credit given for earlier service.



1 **Section 8.2.2. Scheduling of Vacation.**

2 The method of scheduling shall be according to the desires of employees and the District.
3 Employee desires are given consideration on the basis of seniority on the job, and length of
4 services with the District. Also considered is the wish of married people to coincide their
5 vacation with those of their family, hand-in-hand with management's responsibility to maintain
6 continuous operations. Work stations must also be adequately staffed to avoid placing an
7 undue burden on other non-vacationing employees. Decision on employee's schedules will be
8 made with all mentioned above plus those implied. Vacations must be reviewed and approved
9 by the Office of the Superintendent.

10
11 **Section 8.2.3. Changing Vacation Time.**

12 Once a vacation time has been chosen by the employee and the remainder of the employees
13 have been scheduled, the schedule will be considered permanent for that year. However, if the
14 employee wishes to change their vacation due to circumstances beyond their control, the
15 management will consider it, but only if the period is available. In this case, an employee
16 cannot move another employee out of their vacation time if the employee does not so consent.

17
18 **Section 8.2.4. Vacation Accumulation.**

19 Accumulation of vacations is not permitted. Vacations are non-continuous from one year to the
20 next.

21
22 **Section 8.2.5. Vacation Allowance Credit.**

23 Vacation allowances are earned on a month-to-month basis. If an employee terminates for any
24 reason after completing twelve (12) months or more of continuous service, their final salary is
25 adjusted for the number of vacation days due to, or due from, them since their last employment
26 anniversary date.

27
28 **Section 8.3. Substitute Sick Leave.**

- 29
30 A. Each substitute employee shall accrue one hour of paid sick leave for every forty (40) hours
31 worked. A maximum of forty (40) hours of sick leave may be carried over into the following year.
32
33 B. Sick Leave accrued while a substitute employee shall not be lost when the employee is hired as a
34 regular full-time employee.

35
36 When a substitute separates from employment, accrued sick leave cannot be cashed out, however, if
37 the employee is rehired within twelve (12) months of separation, previously accrued unused sick leave
38 shall be reinstated. Substitute employees do not have sick leave cash out rights and are not eligible to
39 participate in sick leave incentive programs.

40
41 **Section 8.4. Paid Family Medical Leave.**

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

LEAVES

Inclement Weather and Other Emergency Related Events.

Currently there are three ways available to classified people to work with late starts. 1 – Work with their administrator to make up the time, 2 – use sick or personal leave time, 3 – take as no pay. These requests must be made before the end of the following month.

Section 9.1. Sick Leave.

Section 9.1.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked, provided, however, that no employee shall accumulate less than twelve (12) calendar days of sick leave per school year. An employee who works fifteen (15) days in any calendar month will be given credit for the full month.

Section 9.1.2.

Sick leave shall be vested when earned and may be accumulated up to one hundred eighty (180) days. 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 eligible for the projected number of sick leave days at the beginning of the school year. For the purposes of this section, sick leave shall be accrued, projected and expended on the basis of regular workdays.

Section 9.1.3.

In the event an employee is absent for reasons which are covered by State Industrial Insurance, any time loss shall not be deducted from sick leave; provided, however, the employee may apply any accumulated sick leave to any required waiting period; and provided further, that double payment does not result.

Section 9.1.4.

Employees may exercise an option to receive remuneration for unused sick leave that was 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. A maximum of one hundred and eighty (180) sick leave days shall be the limit for computation purposes under this cash out section. The aforementioned maximum may be less than the actual accrued sick leave of an employee but shall prevail in this specific application.

Section 9.1.5.

The District agrees to participate in the employee incentive program as written in RCW 28A.400.210.

Section 9.1.6.

The South Bend School District recognizes the value and importance of an employee's regular and consistent attendance. As an incentive to encourage regular attendance, the District will recognize an employee's exceptional attendance. PSE/SEIU LOCAL 1948 represented employees who are not absent from work for any time and for any reason other

1 than earned vacation time, immediate family bereavement, District directed professional
2 development activities and required jury duty shall receive a monetary award twice per
3 year. Full-time employees' vacation time needs to be taken outside of student attendance
4 days to be counted for extra pay.

5
6 Those who qualify will receive an additional day of pay equivalent to the average hours
7 worked on their February paycheck (calculated in January). Those who qualify during the
8 second half of the school year will be rewarded on their July paycheck (calculated in June).

9
10 **Section 9.1.7.**

- 11 A. Each substitute employee shall accrue one hour of paid sick leave for every forty
12 (40) hours worked. A maximum of forty (40) hours of sick leave may be carried
13 over into the following year.
14 B. Sick leave accrued while a substitute employee shall not be lost when the employee
15 is hired as a regular full-time employee.
16 C. When a substitute separates from employment, accrued sick leave cannot be cashed
17 out, however, if the employee is rehired within twelve (12) months of separation,
18 previously accrued unused sick leave shall be reinstated. Substitute employees do
19 not have sick leave cash out rights and are not eligible to participate in sick leave
20 incentive programs.
21

22 **Section 9.2. Bereavement Leave.**

23 Employees shall be entitled to a maximum of five (5) days leave, with pay, for absence caused by
24 death of an employee's child, spouse, parent, step-parent, grandparent, sibling, or parent-in-law. Such
25 bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative.
26 Additional time, which may be required by the employee, shall be deducted from the employee's
27 accrued sick leave up to a limit of five additional days. Additional approved bereavement days beyond
28 the five additional days will be without pay.
29

30 **Section 9.3. Personal Leave Days.**

31
32 **Section 9.3.1.**

33 Employees shall be credited with two (2) personal leave days during each school year, but may
34 accumulate to three (3) and may cash out any of those days beyond the three (3) accumulated at
35 the employee's regular rate. Personal leave days to be scheduled a minimum of one (1) week in
36 advance and be approved by the employee's immediate supervisor. The minimum scheduling
37 requirement may be waived by the employee's immediate supervisor on a case-by-case basis.
38 The Union recognizes the Employer's obligation to provide service to the District and that
39 some personal days may be rejected if a hardship may be placed on the District.
40

41 **Section 9.4.**

42 The Employer agrees to comply with the Washington State and Federal family and medical leave laws.
43

44 **Section 9.5. Judicial Leave.**

45 Employees shall be allowed time off without loss of pay for serving on jury duty. Compensation
46 received from the court, excluding mileage, shall promptly be refunded to the Employer. All
47 employees are required to seek such compensation from the court.
48

1 **Section 9.6. Leave of Absence.**

2
3 **Section 9.6.1.**

4 Leave shall not be granted in order to take or “try out” a job outside the school district or for
5 recreational or travel pursuits.

6
7 **Section 9.6.2.**

8 The returning employee will be assigned a position as identified in the leave grant.
9

10 **Section 9.7.**

11 The employee will retain accrued unused sick leave, vested and unused vacation rights, and seniority
12 rights while on leave of absence. However, vacation credits, sick leave and seniority shall not accrue
13 while the employee is on leave of absence; provided, however, that if such leave is approved for
14 extended illness or injury, including industrial accident or industrial illness, seniority shall accrue.
15
16

17
18 **ARTICLE X**

19
20 **SENIORITY AND LAYOFF PROCEDURES**

21
22 **Section 10.1.**

23 The seniority of an employee is within their work classification and shall be established as of the date
24 on which the employee began bargaining unit employment (hereinafter "hire date"), excluding time
25 worked as a substitute, unless such seniority shall be lost as herein provided.
26

27 **Section 10.2.**

28 The seniority rights of an employee shall be lost for the following reasons:
29

- 30 a. Resignation.
- 31
- 32 b. Discharge for just cause.
- 33
- 34 c. Retirement.
- 35

36 **Section 10.3.**

37 Seniority rights shall not be lost for the following reasons:
38

- 39 a. Time lost by the reason of industrial accident or industrial illness attributed to District
40 employment.
- 41
- 42 b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
43 United States.
- 44
- 45 c. Time spent on authorized leaves.
- 46
- 47 d. Layoffs less than one year in duration.
- 48

1 **Section 10.4.**

2 Seniority rights shall be effective within the general job classification in which the employee is
3 currently working. The general job classifications are:

- 4
- 5 Custodial / Maintenance
- 6 Food Service
- 7 Paraeducator
- 8 Secretarial
- 9 Transportation
- 10

11 **Section 10.4.1.**

12 If no qualified employee from a classification applies for a position, District seniority will
13 always be considered, but ability to perform the duties of the job position shall remain the
14 primary consideration for hiring.

15

16 **Section 10.5.**

17 Employees shall be provided with written notification of classifications or job assignments which are
18 new or have become vacant. Employees shall have an opportunity to apply for such position(s) or
19 assignments prior to the offering of the vacant/new position or job assignments to individuals outside
20 of the bargaining unit. Notices shall be posted a minimum of two (2) work days prior to soliciting
21 applications outside of the bargaining unit.

22

23 **Section 10.5.1.**

24 Positions which increase more than one (1) hour per day and/or five (5) hours per week
25 [assuming a five (5) day per week position] will be posted for bid.

26

27 **Section 10.5.2. Trial period.**

28 Any promotion or voluntary change shall be considered a trial placement for a period of ten
29 (10) work days. Within the trial period, if the employee finds such change of work performed
30 unsatisfactory, upon written request the employee may revert to the employee's former job
31 assignment without prejudice.

32

33 In the event the above occurs the District will have ten (10) work days to fulfill and train for the
34 position.

35

36 **Section 10.6.**

37 When two (2) or more individuals are competing for the same assignment within a classification, the
38 individual with the earliest hire date shall be given prime consideration, provided that said individual
39 possesses the skills and job qualifications as outlined in the job description for the position. An
40 employee's seniority shall also be considered for retention in layoffs, provided, however, the District
41 may bypass seniority standing when ability, performance or job skill of a junior employee is greater
42 than that of the senior employee. If the Employer determines that seniority rights should not govern,
43 the Employer shall inform the employee, in writing, as to the specific reasons for not allowing
44 seniority to prevail. Ability to perform the duties of the job position shall remain the primary
45 consideration for hiring.

1 **Section 10.7.**

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

5
6 **Section 10.8.**

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

10
11 **Section 10.9.**

12 An employee shall forfeit rights to reemployment if the employee does not comply with the
13 requirements of this CBA, or if the employee does not respond to the offer of comparable
14 reemployment within ten (10) workdays. An employee on layoff status who rejects an offer of
15 employment similar in wages, hours and working conditions will be removed from layoff status.
16 An action taken by the district regarding section 10, shall be preceded by advance notice to PSE.
17 It is the responsibility of those in layoff status to apply for available new or open positions. Employees
18 on layoff status shall file their address, phone number and email address (if applicable) in writing with
19 the personnel office of the District and shall thereafter promptly advise the District in writing of any
20 change of address.

21
22
23
24 **ARTICLE XI**

25 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

26
27
28 **Section 11.1.**

29 The District reserves the right to discipline or discharge an employee for just cause.

30
31 **Section 11.1.1.**

32 Discharge of an employee for just cause may be immediate.

33
34 **Section 11.1.2. Employee Rights.**

35 All employees within the bargaining unit shall be entitled to the following protection.

- 36
37 a. **Application of Discipline.** Any formal discipline of employees shall be applied by the
38 employee's direct supervisor, Principal or Superintendent. Discipline shall normally
39 include documented oral warnings, written warnings, suspension or discharge for just
40 cause. No employee covered by this agreement shall formally discipline another
41 employee; provided, however, nothing in this provision shall prevent such employee
42 from directing the workforce when so assigned by the Employer.
- 43
44 b. An employee subject to discipline shall be afforded the right to have the classification
45 representative and/or Union representative present.
- 46

1 **Section 11.1.3. Investigations and Interrogations.**

2 The employee shall be informed in writing, of the nature of the investigation and whether
3 the employee is a witness or a suspect before any interrogation commences, including the
4 name, address, and other information necessary to reasonably apprise the employee of
5 allegations of such complaint. The written notification shall also advise the employee of
6 their right to have Union representation present during any and all interviews.
7

8 **Section 11.1.4.**

9 Any interrogation of an employee shall be at a reasonable hour, when the employee is working,
10 unless the exigencies of the investigation dictate otherwise.
11

12 **Section 11.1.5.**

13 The interrogation, which shall not violate the employee’s constitutional rights, shall take place
14 at the employer’s facility, except when impractical. The employee shall be afforded an
15 opportunity and facilities to contact and consult privately with the classification representative
16 and/or Union representative before being interrogated. The classification representative and/or
17 Union representative shall be present during the interrogation, if requested, but may not
18 participate in the interrogation except to request a caucus to counsel the employee.
19

20 **Section 11.1.6.**

21 The questioning shall not be overly long and the employee shall be entitled to such reasonable
22 intermissions as the employee shall request for personal necessities, telephone calls and
23 counseling.
24

25 **Section 11.1.7.**

26 The employee shall not be subject to any offensive language, nor shall the employee be
27 threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to
28 obtain the employee’s resignation, nor shall the employee be intimidated in any other manner.
29 No promises or rewards shall be made as an inducement to answer questions.
30

31 **Section 11.1.8.**

32 An employee may request an attorney of their choosing to be present during an investigation.
33 The cost of such attorney shall be paid by the employee requesting such attorney.
34

35 **Section 11.1.9. Polygraph Test.**

36 No employee shall be required to take or be subjected to any polygraph as a condition of
37 continued employment.
38

39 **Section 11.1.10. Substance Abuse Test.**

40 No employee, except those employees required by state or federal law, shall be required to take
41 or be subjected to any random alcohol or drug testing as a condition of continued employment.
42

43 **Section 11.2. Indemnification.**

44 **Section 11.2.1.**

45 The Union shall indemnify the employer and save it harmless against any and all claims,
46 demands, suits or other forms of liability that might arise out of the implementation or
47 administration of any part of this agreement.
48



1 **Section 11.3.**

2 All paraprofessionals, except those hired strictly for translation, must have earned a secondary school
3 diploma or its recognized equivalent, AND must have:

- 4
- 5 (1) completed at least two years of study at an institution of higher education (60 semester hours); or
 - 6 (2) obtained an associate's (or higher) degree; or
 - 7 (3) met a rigorous standard of quality and can demonstrate, through a formal state or local academic
8 assessment the knowledge of, and the ability to assist in instructing, reading, writing, and
9 mathematics.

10

11 Until such time as the state produces or approves of a formal state academic assessment, the local
12 academic assessment for paraprofessionals newly hired will be the passage of the entrance
13 examinations for College Level work at Grays Harbor College in the areas of Reading, Writing and
14 Mathematics. After the state produces a formal academic assessment all paraprofessionals will be
15 required to meet the state standards through the completion of the formal state assessment or by
16 meeting subsections (1) or (2) above.

17

18 Paraprofessionals hired prior to January 8, 2002, must meet the new qualifications by January 8,
19 2006, except that all paraprofessionals must have earned a secondary school diploma or its
20 recognized equivalent, regardless of their hiring date. Those hired after January 8, 2002 must meet
21 those standards as of the signing of this current contract.

22

23 The District agrees to reimburse each paraprofessional employed as of the date of this contract and
24 not meeting either subsection (1) or (2) above the fee charged to take the state academic
25 assessment the first time it is taken by the paraprofessional. Costs related to any subsequent
26 retakes of the test will be the responsibility of the paraprofessional.

27

28 Any paraprofessional not meeting the required state qualifications as required by the state and in
29 this contract as of January 8, 2006 will be discharged as of that date with loss of seniority and
30 without any rights of re-employment.

31

32 **Section 11.4.**

33 The District shall have the right to hire temporary seasonal labor (Christmas break, spring break
34 and summer break) at no less than \$12.00 per hour to assist with general maintenance of the
35 District. First consideration will be given to interested members of the bargaining unit. Such labor
36 shall not decrease hours of current employees.

37

38

39

40 **ARTICLE XII**

41

42 **INSURANCE AND RETIREMENT**

43

44 **Section 12.1. Health and Welfare.**

45 Employees projected to work six hundred thirty (630) hours or more shall be eligible to receive a
46 District contribution for their selected benefits.

1 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide
2 funding for all bargaining unit members and their dependents as required by State law, the State
3 Operating Budget, and the School Employee’s Benefit Board (SEBB). Inclusive of employer funding
4 will be payment of the retiree carve-out for all eligible employees, as provided by the state.

5
6 **Section 12.2.**

7 Employees shall be allowed to participate in the VEBA III program. VEBA III has been
8 established by the VEBA Board of Trustees to allow eligible school district employees in the State
9 of Washington to have remuneration for unused sick leave deposited into a VEBA Post-Retirement
10 Medical Reserve Trust Account on their behalf. The Employer shall provide the specific
11 information on this benefit upon request and to all new hires.

12
13 **Section 12.3.**

14 The District shall make required contributions for industrial insurance on behalf of all employees
15 subject to this Agreement.

16
17 **Section 12.4.**

18 The District shall make contributions to an Unemployment Compensation Fund requisite to
19 providing unemployment benefits for all employees subject to this Agreement.

20
21 **Section 12.5.**

22 In determining whether an employee subject to this Agreement is eligible for participation in the
23 Washington State Public Employees’ Retirement System, the District shall report all hours
24 compensated, whether straight time, overtime, or otherwise.

25
26 **Section 12.6.**

27 Employees shall be provided with Employer paid life insurance coverage in the amount of fifty
28 thousand dollars (\$50,000). If offered by the provider, employees shall be permitted to purchase
29 additional coverage at their own expense.

30
31
32 **ARTICLE XIII**

33
34 **STAFF DEVELOPMENT**

35
36
37 **Section 13.1.**

38 The District recognizes the benefits of offering training opportunities to its employees in order to
39 achieve a higher level of individual competence and quality of work performance. Each year of this
40 agreement the District shall make a minimum of \$2,000 available to the employees subject to this
41 agreement for costs for requested professional development training. Such payment and/or
42 reimbursement shall be limited to \$350 per employee per year on a first-come, first-serve basis. Such
43 training shall be in consultation with and approved by the employee’s supervisor. In the event the
44 \$2,000 is not completely utilized by May 1 of each year, employees may, on a first-come, first-serve
45 basis, receive payment and/or reimbursement for additional training beyond the \$350 limit referred to
46 above. Any funds as stated in this section not used in any particular year shall not be carried over into
47 the next fiscal year. Funding sources shall include District funds, state and federal categorical
48 programs, legislative funding, grants and other available funds.



1 **Section 13.2. Training.**

2
3 **Section 13.2.1.**

4 Employees mandated by the District and/or the State of Washington to attend training courses,
5 as a condition of employment, shall be compensated at the employee’s applicable rate of pay.
6 The employer shall pay for tuition or registration fees and reasonable expenses incurred
7 incident to attendance. Travel time will be paid at the employees regular rate with prior
8 approval of building administrator. If those hours are above 40 hours per week they will be
9 paid at the overtime rate.

10
11 Medical examinations, including drug and alcohol screens, CDL, DOT physicals, first aid,
12 CPR, finger-printing, and health cards required as a condition of employment shall be paid
13 by the District.

14
15 **Section 13.2.2.**

16 Voluntary attendance at non-required training courses, for the purpose of individual career
17 enhancement, shall not be considered compensable time, provided that the following four
18 general principles are met:

- 19
20 a. Attendance must occur outside the employee’s regular hours; and
21
22 b. Attendance must in fact be voluntary (it is not voluntary if attendance is required by
23 the Employer or if the employee is led to believe that non-attendance will prejudice
24 work conditions or employment standing); and
25
26 c. The employee must do no productive work while attending; and
27
28 d. The program, lecture, or meeting should not be directly related to the employee’s
29 job. (It is directly related to the employee’s job if it aids the employee in handling
30 the employee’s present job better, as distinguished from teaching the employee
31 another job or a new or additional skill).

32
33 **Section 13.3.**

34 District agrees to comply with State Law regarding Paraeducator training requirements. The district
35 will provide training for paraeducators, upon the approval of the principals.

36
37
38 **ARTICLE XIV**

39
40
41 **GRIEVANCE PROCEDURE**

42
43 **Section 14.1.**

44 The purpose of this Article is to provide a prompt settlement of employee grievances over the
45 interpretation or application of the specific terms of this Agreement.

46
47 **Section 14.1.1.**

48 A grievance is defined as an alleged violation of a specific section of this Agreement.



1 **Section 14.2. Grievance Steps.**

2
3 **Section 14.2.1.**

4 The employee shall first discuss the grievance with the immediate supervisor. All grievances
5 not brought to the immediate supervisor in accordance with the preceding sentence within
6 fifteen (15) work days of the occurrence of the grievance shall be invalid and subject to no
7 further processing.

8
9 **Section 14.2.2.**

10 If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding
11 paragraph, the employee shall reduce to writing a statement of the grievance containing the
12 following:

- 13 a. The facts on which the grievance is based,
- 14 b. A reference to the provision in this Agreement which have been allegedly violated, and
- 15 c. The remedy sought.

16
17 The employee shall submit the written statement of grievance to the immediate supervisor for
18 reconsideration and shall submit a copy to the superintendent. If the employee wishes, the
19 employee may be accompanied by a Union representative at subsequent discussions or
20 meetings.

21
22 The parties will have five (5) work days from submission of the written statement of grievance
23 to meet in an effort to resolve it. Within three (3) work days from the date of that meeting the
24 immediate supervisor shall provide the grievant with a written statement indicating the
25 disposition of the grievance.

26
27 **Section 14.2.3.**

28 If no settlement has been reached as a result of the preceding paragraph, and the Union believes
29 the grievance to be valid, a written statement of grievance shall be submitted within ten (10)
30 work days to the District Superintendent or the Superintendent’s designee. After such
31 submission, the parties will meet within five (5) work days in an effort to resolve the grievance.
32 Within five (5) work days of the conclusion of that meeting the superintendent/designee shall
33 issue a written statement indicating the disposition of the grievance.

34
35 **Section 14.2.4.**

36 If no settlement has been reached as a result of the preceding paragraph, and if the Union still
37 believes the grievance to be valid, the Union may request arbitration.

38
39 **Section 14.3.**

40 If the Association is not satisfied with the disposition of the grievance at the previous step, the
41 Association can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall
42 be selected by the American Arbitration Association in accord with its rules, which shall likewise
43 govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to
44 assert, in such arbitration proceeding, any grounds not previously disclosed to the other party.

45
46 The arbitrator shall be without power to authority to render a decision which could require the
47 commission of an act prohibited by law or which is contrary to the terms of the agreement. The
48 arbitrator shall have no power to add to, subtract from, modify, or amend any of the terms of this



1 agreement. The arbitrator shall have no power to substitute his/her discretion for that of the board in
2 any matter that has not been specifically contracted away by the board via the express terms and
3 conditions of this agreement. The arbitrator shall be without power or authority to assess punitive
4 damages against either party. The decision of the arbitrator will be submitted to the Association and
5 the board and will be final and binding upon them. The costs and expenses of the arbitrator will be
6 borne equally by the Association and by the District. All other costs will be borne by the party
7 incurring them.

11 ARTICLE XV

13 SALARIES AND EMPLOYEE COMPENSATION

15 **Section 15.1.**

16 Employees shall be compensated in accordance with the provisions of this agreement for actual time
17 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
18 worked, and rates paid with each paycheck.

20 **Section 15.1.1.**

21 An employee who performs work in a higher paying classification will be paid at the rate of
22 the higher classification for such work performed, providing the position is at least three (3)
23 hours or more per day.

25 **Section 15.2.**

26 Salaries for employees subject to this agreement are contained in Schedule A attached hereto and by
27 this reference incorporated herein.

29 **Section 15.2.1.**

30 Employees hired between September 1 and the last day of February shall be considered as
31 employees for a full year as of September 1 of the year following their hiring. Employees hired
32 between March 1 and August 31 shall not be eligible to advance on the salary schedule until
33 September 1 of the second school year that follows the school year in which they were
34 employed.

36 **Section 15.2.2.**

37 Any employee who moves to a new job position or classification shall be placed on the step
38 reflecting their years of service with the District. This would not reflect their seniority.

40 **Section 15.3. Employee Business Expenses.**

41 Employees shall be reimbursed for authorized expenses incurred while performing work assignments
42 including, but not limited to, the following:

- 44 a. Mileage, at the maximum IRS business mileage rate, for travel between work sites via
45 private vehicle, or during travel via private vehicle while on District business.
- 46 b. Lodging, for private room while on District business, including overnight
47 transportation department work assignments.

- 1 c. Meals, at the District established rate, while on District business which requires that
2 the employee remain on duty during normal meal periods outside the employee's
3 regularly schedule shift, including transportation department work assignments.
4

5 **Section 15.4. Expense Advance.**

6 In the event that an employee is required to travel on District business, including transportation
7 department work assignments, and the employee so requests, the District shall issue a travel advance in
8 an amount sufficient to provide that employee with funds to meet anticipated expenses.
9

10 **Section 15.5.**

11 In a school year of less than one hundred eighty (180) days, employees shall receive the equivalent
12 number of professional development days needed to equal 180 days. The length of each professional
13 development day will be the same as the length of that employee's workday or workdays related to
14 employee's job.
15
16
17

18 **ARTICLE XVI**

19 **TERM AND SEPARABILITY OF PROVISIONS**
20
21

22 **Section 16.1.**

23 The term of this agreement shall be September 1, 2022 to August 31, 2026.
24

25 **Section 16.2.**

26 All provisions of this agreement shall be applicable to the entire term of this agreement
27 notwithstanding its execution date, except as proved in the following section.
28

29 **Section 16.3.**

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

35 **Section 16.4.**

36 This agreement may be reopened and modified at any time during its term upon mutual consent of the
37 parties in writing, provided, however, that any raise provided for by the state legislature will be passed
38 onto employees.
39

40 Wages for 2022-2023 will be increased by eight percent (8%) for all classifications.

41 For 2023-2024, wages will be increased by two percent (2%) or IPD, whichever is greater.

42 For 2024-2025, wages will be increased by two percent (2%) or IPD, whichever is greater.
43

44 For 2024-2025, wages will be increased by two percent (2%) or IPD, whichever is greater.
45
46
47
48

1 **Section 16.5.**

2 If any provision of this agreement or the application of any such provision is held invalid, the
3 remainder of this agreement shall not be affected thereby.
4

5 **Section 16.6.**

6 Neither party shall be compelled to comply with any provision of this agreement which conflicts with
7 State or Federal statutes or regulations promulgated pursuant thereto that were enacted prior to the
8 effective date of this agreement.
9

10 **Section 16.7.**

11 In the event either of the two (2) previous sections is determined to apply to any provision of this
12 agreement, such provision shall be renegotiated pursuant to Section 16.3.
13

14 **Section 16.8.**

15 The Union recognizes the right of the District to alter terms and conditions of employment so long as
16 the terms of this agreement are not violated. The Union recognizes the right of the District to contract
17 for bargaining unit services. The terms of this agreement shall supersede any rules, regulations,
18 policies, or practices of the District which are contrary to or inconsistent with its terms. It is agreed that
19 all terms and conditions of employment that were in place prior to the date of this agreement have been
20 eliminated and replaced by the terms of this agreement. The Union additionally expressly waives
21 bargaining for the duration of this agreement on all terms and conditions of employment that are not
22 listed herein. The employer reserves the right to determine the qualifications of employees and the
23 quality of their work performance. The District retains all of its rights except as those rights are
24 expressly relinquished.
25
26
27

28 **ARTICLE XVII**

29 **WORK STOPPAGE/PROHIBITED ACTS**

30
31 **Section 17.1.**

32 The employees shall not cause or engage in any work stoppage, strike, mass sick out, slowdown, or
33 other interferences with District functions. Further, it is agreed that the employees shall not resort to
34 any form of economic pressure or coercion in support of their positions as to any dispute between the
35 parties. Employees who engage in any of the foregoing actions shall be subject to such disciplinary
36 actions as may be determined by the Employer up to and including termination of employment with
37 the District.
38

39
40 **Section 17.2.**

41 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in actions
42 prohibited by Section 17.1 above.
43

44 **Section 17.3.**

45 In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the
46 Employer shall, as soon as possible, attempt to notify the Union of the alleged breach.
47
48



1 **ARTICLE XVIII**

2 **WORKPLACE SAFETY**

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4
5 **Section 18.1.**

6 Health and Safety protocols will be clearly communicated and provided in writing to all employees at
7 each site. The district will have a Safety committee with representation from PSE.
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14 **SIGNATURE PAGE**

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18 **PUBLIC SCHOOL EMPLOYEES
19 OF WASHINGTON / SEIU LOCAL 1948**

20
21
22
23 **PUBLIC SCHOOL EMPLOYEES OF
24 SOUTH BEND #1218**

SOUTH BEND SCHOOL DISTRICT #118

25
26
27 **BY: _____ /signed by/
28 Anna E. Barile, Chapter President**

**BY: _____ /signed by/
Chuck Spoor, Chairperson, School Board**

29
30
31
32 **DATE: _____ August 4, 2022**

**BY: _____ /signed by/
Jon Tienhaara, Superintendent**

33
34
35
36 **DATE: _____ July 27, 2022**
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Schedule A
South Bend School District
September 1, 2022 – August 31, 2023

	Step I Start	Step II After 1 year	Step III After 5 Years	Step IV After 7 Years	Step V After 14 Years	Longevity STEP V	Step VI After 20 Years	Longevity STEP VI
Paraeducator	\$16.91	\$18.61	\$19.16	\$19.36	\$19.52	\$20.40	\$19.93	\$21.05
Special Ed Paraeducator	\$17.86	\$19.65	\$20.23	\$20.39	\$20.54	\$21.48	\$20.94	\$21.90
Bilingual Paraeducator	\$17.36	\$19.11	\$19.67	\$19.87	\$20.02	\$20.92	\$20.41	\$21.34
Lead Teacher	\$20.04	\$22.05	\$22.58	\$22.76	\$22.89	\$23.93	\$23.25	\$24.31
Lead Asst. Teacher	\$17.86	\$19.65	\$20.23	\$20.39	\$20.54	\$21.48	\$20.94	\$21.90
ECEAP Asst. Teacher	\$16.91	\$18.61	\$19.16	\$19.36	\$19.52	\$20.40	\$19.93	\$20.83
Early Achiever Coach	\$20.04	\$22.05	\$22.58	\$22.76	\$22.89	\$23.93	\$23.25	\$24.31
Early Learning Program Supervisor	\$20.67	\$22.73	\$23.36	\$23.53	\$23.68	\$24.76	\$24.07	\$25.17
Family Educator/Home Visitor	\$18.05	\$19.86	\$20.39	\$20.55	\$20.71	\$21.65	\$21.10	\$22.05
Child Care Assistant	\$16.91	\$18.61	\$19.16	\$19.36	\$19.52	\$20.40	\$19.93	\$20.83
Library Paraeducator	\$17.20	\$18.91	\$19.48	\$20.07	\$20.25	\$21.16	\$20.65	\$21.58
Food Service Assistant	\$16.91	\$18.61	\$19.16	\$19.36	\$19.52	\$20.40	\$19.93	\$20.83
Food Services	\$19.18	\$21.10	\$21.75	\$21.96	\$22.10	\$23.10	\$22.49	\$23.50
Head Cook	\$22.20	\$24.43	\$25.20	\$25.43	\$25.57	\$26.74	\$25.95	\$27.13
Custodian	\$19.88	\$21.87	\$22.54	\$22.77	\$22.90	\$23.94	\$23.31	\$24.38
Grounds/Custodial	\$21.44	\$23.57	\$24.27	\$24.43	\$24.59	\$25.70	\$24.98	\$26.11
Maintenance Helper	\$21.44	\$23.57	\$24.27	\$24.43	\$24.59	\$25.70	\$24.98	\$26.11
Secretary	\$20.67	\$22.73	\$23.36	\$23.53	\$23.68	\$24.76	\$24.07	\$25.17
Transportation	\$21.64	\$23.80	\$24.54	\$24.76	\$24.93	\$26.06	\$25.34	\$26.48
Elem Front Office Health Aide	\$18.53	\$20.23	\$20.78	\$20.98	\$21.14	\$22.19	\$21.55	\$22.63

*Employees with 15 or more years district experience receive 5% over their 17-18 salary

*Paraprofessional substitutes will be paid at \$15.00 per hour.

* Substitute bus drivers will be paid the first step wages for regular employee bus drivers.

* No standby pay, bus drivers will be paid their regular wages.

*All other classification substitutes will be paid at \$15.00 per hour.

*District will reimburse all CDL state requirements that have a cost to new bus drivers, upon completion and employment with the district as a bus driver.



1 LETTER OF AGREEMENT

2
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN
4 PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND, AN AFFILIATE OF PUBLIC SCHOOL
5 EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE SOUTH BEND SCHOOL
6 DISTRICT NO.118. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI,
7 SECTION 16.4, OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9 The parties agree to the following:

- 10
11 1. The Schedule A shall be amended to read as attached.
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26 This Letter of Agreement shall be effective upon signatures; shall remain in effect until August 31,
27 2023; and shall be attached to the current Collective Bargaining Agreement.
28
29
30
31
32

33 PUBLIC SCHOOL EMPLOYEE
34 OF WASHINGTON / SEIU LOCAL 1948
35

36
37 PUBLIC SCHOOL EMPLOYEES
38 OF SOUTH BEND

SOUTH BEND SCHOOL DISTRICT NO. 118

39
40 BY: Anna Barile
41 Anna E. Barile, Chapter President
42
43

40 BY: Jon Tienhaara
41 Jon Tienhaara, Superintendent
42

43
44 DATE: 10-31-22
45

43
44 DATE: 10.31.22
45



Schedule A
 South Bend School District
 September 1, 2022 – August 31, 2023

	STEP 1	STEP II	STEP III	STEP IV	STEP V	LONGEVITY	STEP VI	LONGEVITY
	Start	After 1 Years	After 5 Years	After 7 Years	After 14 Years		After 20 Years	
Paraeducator	\$ 16.91	\$ 18.60	\$ 19.16	\$ 19.37	\$ 19.52	\$ 20.40	\$ 19.93	\$ 20.83
Special Ed Paraeducator	\$ 17.86	\$ 19.64	\$ 20.22	\$ 20.40	\$ 20.54	\$ 21.48	\$ 20.94	\$ 21.90
Bilingual Paraeducator	\$ 17.36	\$ 19.11	\$ 19.66	\$ 19.87	\$ 20.02	\$ 20.92	\$ 20.41	\$ 21.34
Lead Teacher	\$ 20.04	\$ 22.05	\$ 22.59	\$ 22.76	\$ 22.88	\$ 23.93	\$ 23.25	\$ 24.31
Lead Asst. Teacher	\$ 17.86	\$ 19.64	\$ 20.22	\$ 20.40	\$ 20.54	\$ 21.48	\$ 20.94	\$ 21.90
ECEAP Asst. Teacher	\$ 16.91	\$ 18.60	\$ 19.16	\$ 19.37	\$ 19.52	\$ 20.40	\$ 19.93	\$ 20.83
Early Achiever Coach	\$ 20.04	\$ 22.05	\$ 22.59	\$ 22.76	\$ 22.88	\$ 23.93	\$ 23.25	\$ 24.31
Early Learning Program Supervisor	\$ 20.67	\$ 22.74	\$ 23.36	\$ 23.53	\$ 23.68	\$ 24.76	\$ 24.07	\$ 25.17
Family Educator/Home Visitor	\$ 18.04	\$ 19.86	\$ 20.40	\$ 20.56	\$ 20.72	\$ 21.65	\$ 21.10	\$ 22.05
Child Care Assistant	\$ 16.91	\$ 18.60	\$ 19.16	\$ 19.37	\$ 19.52	\$ 20.40	\$ 19.93	\$ 20.83
Library Paraeducator	\$ 17.20	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.25	\$ 21.16	\$ 20.65	\$ 21.58
Food Service Assistant	\$ 16.91	\$ 18.60	\$ 19.16	\$ 19.37	\$ 19.52	\$ 20.40	\$ 19.93	\$ 20.83
Food Services	\$ 19.19	\$ 21.10	\$ 21.75	\$ 21.96	\$ 22.10	\$ 23.10	\$ 22.48	\$ 23.50
Head Cook	\$ 22.21	\$ 24.42	\$ 25.20	\$ 25.43	\$ 25.58	\$ 26.74	\$ 25.95	\$ 27.13
Custodian	\$ 19.88	\$ 21.87	\$ 22.54	\$ 22.77	\$ 22.89	\$ 23.94	\$ 23.31	\$ 24.38
Grounds/Custodial	\$ 21.43	\$ 23.57	\$ 24.26	\$ 24.42	\$ 24.60	\$ 25.70	\$ 24.98	\$ 26.11
Maintenance Helper	\$ 21.43	\$ 23.57	\$ 24.26	\$ 24.42	\$ 24.60	\$ 25.70	\$ 24.98	\$ 26.11
Secretary	\$ 20.67	\$ 22.74	\$ 23.36	\$ 23.53	\$ 23.68	\$ 24.76	\$ 24.07	\$ 25.17
Transportation	\$ 21.64	\$ 23.81	\$ 24.54	\$ 24.77	\$ 24.93	\$ 26.06	\$ 25.34	\$ 26.48
Elem Front Office Aide	\$ 18.53	\$ 20.23	\$ 20.78	\$ 20.98	\$ 21.14	\$ 22.19	\$ 21.55	\$ 22.62

- *Employees with 15 or more years district experience receive 5% over their 17-18 salary.
- *Paraprofessional substitutes will be paid at \$15 per hour.
- *Substitute bus drivers will be paid the first step wages for regular employee bus drivers.
- *No standby pay, bus drivers will be paid their regular wages.
- *All other classification substitutes will be paid at \$15.00 per hour.
- *District will reimburse all CDL state requirements that have a cost to new bus drivers, upon completion and employment with the district as a bus driver.



1 **LETTER OF AGREEMENT**

2
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND, AN AFFILIATE
5 OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE SOUTH
6 BEND SCHOOL DISTRICT #118. THIS AGREEMENT IS ENTERED INTO PURSUANT TO
7 ARTICLE VIII, SECTION 8.1.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9 The parties agree that Section 8.1.3 shall be amended to read as follows:

10
11 **Section 8.1.3.**

12 All part-time employees shall receive the following paid holidays that fall within the work year:

- | | |
|---------------------------|------------------------|
| 14 New Year's Eve Day | Labor Day |
| 15 New Year's Day | Veteran's Day |
| 16 Martin Luther King Day | Thanksgiving Day |
| 17 President's Day | Day after Thanksgiving |
| 18 Memorial Day | Christmas Day |

19
20 Juneteenth will be a paid holiday if it occurs during the school year.
21
22
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26

27 This Letter of Agreement shall be retroactive to September 1, 2022; shall remain in effect until
28 August 31, 2026; and shall be attached to the current Collective Bargaining Agreement.
29
30
31

32 PUBLIC SCHOOL EMPLOYEES
33 OF WASHINGTON / SEIU Local 1948
34

35
36 PUBLIC SCHOOL EMPLOYEES
37 OF SOUTH BEND #1218
38

SOUTH BEND SCHOOL DISTRICT #118

39
40 BY: Anna Barile
41 Anna E. Barile, Chapter President
42

43 BY: Jon Tienhaara
44 Jon Tienhaara, Superintendent
45

46
47 DATE: 5-4-23
48

DATE: 5-4-23

