

COLLECTIVE BARGAINING AGREEMENT BETWEEN

SUNNYSIDE SCHOOL DISTRICT #201

AND

**THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
SUNNYSIDE PARAEDUCATORS**

SEPTEMBER 1, 2023 – AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948

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1 **DECLARATION OF PRINCIPLES**

- 2
- 3 1. Participation of employees in the formulation and implementation of personnel policies
- 4 affecting them contributes to effective conduct of school business.
- 5
- 6 2. The efficient administration of the system of public instruction and well-being of employees
- 7 requires that orderly and constructive relationships be maintained between the parties hereto.
- 8
- 9 3. Subject to law and the paramount consideration of service to the public, employee-management
- 10 relations should be improved by providing employees an opportunity for greater participation
- 11 in the formulation and implementation of policies and procedures affecting the conditions of
- 12 their employment.
- 13
- 14 4. Effective employee-management cooperation requires a clear statement of the respective rights
- 15 and obligations of the parties hereto.
- 16
- 17 5. It is the intent and purpose of the parties hereto to promote and improve the efficient
- 18 administration of the District and the well-being of employees.
- 19
- 20

21 **PREAMBLE**

22

23 This Agreement is made and entered into between Sunnyside School District Number 201 (hereinafter

24 "District" or "Employer") and the Sunnyside School District Local Chapter of the Public School

25 Employees of Washington (hereinafter "Association"), an affiliate of the Public School Employees of

26 Washington/SEIU Local 1948 (PSE).

27

28 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations

29 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the

30 parties agree as follows:

31

32 **ARTICLE I**

33 **RECOGNITION AND COVERAGE OF AGREEMENT**

34 **Section 1.1.**

35 The District hereby recognizes the Association as the exclusive bargaining representative of all

36 employees in the bargaining unit, and the Association recognizes the responsibility of representing the

37 interests of all such employees.

38

39 **Section 1.2.**

40 The bargaining unit to which this Agreement is applicable is as follows: Employees working in the

41 Paraeducators position in the District.

42

43 **Section 1.3.**

44 Substitute Classified Employee - is one who is employed sporadically to fill a position of a full time,

45 regular, or temporary classified employee in an existing position.

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1 Substitute employees who have worked thirty (30) cumulative days shall be entitled to be placed on the
2 entry level as shown on Schedule A and are not entitled to any other term or condition of this agreement.
3

4 Temporary Classified Employee - is one who is employed for sixty (60) days or more due to the
5 absence of a regular employee or temporary workload increase. All rights and benefits, including
6 seniority, shall be applied to the temporary employee on the 61st day. At the conclusion of the
7 temporary position, the employee will be placed in a “lay-off” status and will retain seniority date for
8 one (1) calendar year.
9

10 All temporary positions shall be posted.
11

12 13 **ARTICLE II**

14 15 **RIGHTS OF THE EMPLOYER**

16 17 **Section 2.1.**

18 It is agreed that the customary and usual rights, powers, functions, and authority of management are
19 vested in management officials of the District. Included in these rights in accordance with applicable laws
20 and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign
21 employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against
22 employees; and the right to release employees from duties because of lack of work or for other legitimate
23 reasons. The District shall retain the right to maintain efficiency of the District operation by determining
24 the methods, the means, and the personnel by which such operation is conducted.
25

26 **Section 2.2.**

27 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
28 District. In making rules and regulations relating to personnel policies, procedures, and practices, and
29 matters of working conditions, the District shall give due regard and consideration to the rights of the
30 Association and the employees and to the obligations imposed by this Agreement.
31

32 33 **ARTICLE III**

34 35 **RIGHTS OF EMPLOYEES**

36 37 **Section 3.1.**

38 It is agreed that the employees in the units defined herein shall have and shall be protected in the exercise
39 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom
40 of such employees to assist the Association shall be recognized as extending to participation in the
41 management of the Association, including presentation of the views of the Association to the Board of
42 Directors of the District or any other governmental body, group or individual. The District shall take
43 whatever action required or refrain from such action in order to assure employees that no interference,
44 restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership
45 in any employee organization.
46

1 **Section 3.2.**

2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
3 Association representatives and/or appropriate officials of the District.
4

5 **Section 3.3.**

6 Employees subject to this Agreement have the right to have Association representatives or other persons
7 present at discussions between themselves and supervisors or other representatives of the District as
8 hereinafter provided.
9

10 **Section 3.4. Personnel Files.**

11 Each employee, upon request, shall be allowed to inspect the contents of the personnel file during the
12 regular business hours of the administration office. Copies of all materials shall be provided employees
13 upon request. Each employee's personnel file will be purged of any disciplinary memorandums three (3)
14 years from the date of entry if requested in writing by the employee.
15

16 **Section 3.5. Administration of Medication.**

17 The administering of medication and ongoing basic health intervention to students shall be the
18 responsibility only of employees trained for that purpose. Employees may not be involuntarily
19 assigned to perform medical procedures on a continuing basis. However, if an individual has been
20 hired specifically to perform medical procedures and does later refuse, that employee can apply for the
21 next available position but will not be guaranteed continued employment. An employee who does not
22 feel capable of performing a medical procedure shall notify their site supervisor in writing prior to
23 training of their reasons for not accepting any such assignment. Employees shall respond to emergency
24 situations and accidents as best they can until professional help arrives. Employees providing health
25 care as provided in this section shall be held harmless from liability for any actions arising from the act
26 or failure to act of the employee, in accordance with applicable RCW's and WAC's. All regular
27 employees exposed to hazardous or infectious situations within the scope of their employment, or who
28 would reasonably be expected to be exposed to hazardous or infectious situations by the nature of their
29 job description, shall be provided, at the employees' request, immunization, or other reasonable
30 protection at District expense, e.g., hepatitis shots. Employees accepting the responsibility for
31 supervision of students shall be informed of medical problems of any student for which they are
32 responsible to protect the health and safety of the student and employee, within HIPPA compliance.
33

34 Employees who administer student catheterization services shall be provided the training. If the job
35 posting and description that the employee was hired under does not include providing catheterization
36 services, they shall have the right of refusal as described under RCW 28A.210.280.
37

38 **Section 3.5.1.**

39 Pursuant to RCW 28A.210.330 (2)(a) employees have the right to choose not to volunteer as
40 "parent-designated adult" to assist in treatment of students with diabetes and shall not receive any
41 reprisal or disciplinary action for refusing to volunteer.
42

43 **Section 3.5.2.**

44 Employees that do volunteer as "parent-designated adults" as defined in RCW 28A.210.330 (2) (a)
45 shall receive any and all required training at the employers' expense prior to duties being assigned.
46
47
48

1 **Section 3.5.3.**

2 All injections that are not auto injectors required by students will be performed exclusively by
3 nursing staff. Training for auto injectors shall be provided at the beginning of each school year.
4

5 **Section 3.6.**

6 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to
7 this Agreement on the basis of age, race, creed, national origin, marital status, sex, honorably
8 discharged veteran or military status, sexual orientation including gender expression or identity or the
9 presence of any sensory, mental, or physical disability or the use of a trained dog guide or service
10 animal by a person with a disability in its programs and activities and provides equal access to the Boy
11 Scouts and other designated youth groups in respect to a position the duties of which may be
12 performed efficiently by an individual without danger to the health or safety of the handicapped person
13 or others, or in their exercise of their rights under Chapter 41.56 RCW, Public Employees' Collective
14 Bargaining Act. This in accordance with State and Federal Statues as amended.
15

16 **Section 3.7**

17 Applicability of Public Disclosure Laws. Nothing in this agreement precludes the District from
18 providing documents in accordance with public disclosure laws.
19
20

21 **ARTICLE IV**

22 **RIGHTS OF THE ASSOCIATION**

23 **Section 4.1.**

24 The Association has the right and responsibility to represent the interests of all employees in the unit; to
25 present its views to the District on matters of concern, either orally or in writing; to consult or to be
26 consulted with respect to the formulation, development, and implementation of personnel relations matters
27 and practices which are within the authority of the District; and to enter collective negotiations with the
28 object of reaching an agreement applicable to all employees within the units.
29
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32 **Section 4.2.**

33 The Association shall promptly be notified by the District of any formal grievances or disciplinary actions
34 of any employee in the units in accordance with the provisions of the Discharge and Grievance Procedure
35 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any
36 District official or body arising out of grievance and to make known the Association's views concerning
37 the case.
38

39 **Section 4.3.**

40 The District will provide the President of the Association an electronic file listing all bargaining unit
41 employees. Information provided will include name, position, location, home address and hire date.
42

43 **Section 4.4.**

44 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
45 officials of the Public School Employees of Washington/SEIU Local 1948 (PSE) State Organization.
46



1 **Section 4.5.**

2 The Association shall be entitled to use, when available, the following District equipment for
3 Association Business: copiers, email, and computers. The Association will pay the cost of consumable
4 materials – i.e., paper, toner, etc. The Association will be required to follow the appropriate District
5 policies in effect when using any District equipment. The Association will be allowed to use the in-
6 district mail service, electronic mail or other communication service used to communicate with
7 classified staff.
8

9 **Section 4.6. Employee Information.**

10 The District will notify PSE of Washington to membership@pseofwa.org and the Chapter President
11 electronically of all new hires through the monthly dues’ remittance submission. The information
12 provided will include name, position, primary work location, job title, job classification, home address,
13 email, phone number, contracted number of days, and hire date. The District will supply an electronic
14 file listing all bargaining unit employees with the above-listed information to PSE of Washington upon
15 request, provided that such lists are not requested more than four (4) times each calendar year. The
16 District will notify the chapter president and PSE membership department when personal updates
17 (Board) reports of new hires, terminations, etc. are available on the school district website.
18

19 **Section 4.7. Employee Orientation.**

20 At the beginning of the school year during the kickoff welcome back day. The District will allow
21 association representatives one (1) hour to introduce the union leadership and review the Collective
22 Bargaining Agreement.
23

24 **Section 4.7.1. New Employee Orientation.**

25 For fall orientation: The District will provide PSE at least five (5) days’ notice of any new
26 employee orientation, and within twenty-four (24) hours in advance of the orientation will provide
27 an electronic list of expected participants.
28

29 For one-on-one orientations throughout the year: The District will provide PSE reasonable access
30 to new employees of the bargaining unit for the purposes of presenting information about PSE to
31 the new employee. “Reasonable access” for the purposes of this section means the access to the
32 new employee occurs within one (1) week of the employee’s start date within the bargaining unit;
33 the access is for no less than thirty (30) minutes; and the access occurs during the new employee’s
34 regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the
35 District and PSE.
36

37 Each new employee shall be provided a new employee packet the first week of employment to
38 contain the following:
39

- 40 • A PSE new hire packet, to be furnished by PSE.
41

42 **Section 4.8. State PSE Leave.**

- 43 1. Any bargaining unit member who holds a state elected position in the Association shall be
44 permitted to utilize intermittent release time, not to exceed five (5) days, when such time is paid
45 in full by PSE.
46

- 1 2. Members who represent PSE at the state level shall notify the district no less than one (1) week
2 prior to the day of the requested leave by email. The District representatives shall check for
3 substitute availability and assign a substitute to cover the representative's proposed leave.
4

5 The employee shall receive confirmation of the District's ability to cover the shift no later than
6 one (1) week prior to the proposed leave day. The District may deny the leave request if no
7 substitute coverage is available. Failure to respond to the employee with a minimum of one (1)
8 weeks' notice of the proposed meeting shall guarantee the employee leave for Union business.
9

- 10 3. Release time (not to exceed five [5] days) for PSE members requested by the Public School
11 Employees of Washington/SEIU Local 1948 (PSE) State organization may be granted to the
12 employee. The District reserves the right to deny the leave request if the absence is detrimental
13 to District work. The cost of the employee's salary and benefits for the duration of the
14 employee's release time will be borne by the Public School Employees of Washington/SEIU
15 Local 1948 (PSE).
16
17

18 ARTICLE V

19 APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION 20

21 **Section 5.1.**

22 It is agreed and understood that matters appropriate for consultation and negotiation between the District
23 and the Association are those relating to wages, hours, grievance procedures and general working
24 conditions.
25

26 Changes to the Paraeducator work schedule/year (District wide or individual sites) shall require notice to
27 the Association President(s) prior to implementation; excluding emergency closures.
28

29 Classified employees shall have the opportunity to time register an "advisory" vote on the school calendar.
30

31 **Section 5.2.**

32 It is further agreed and understood that the District will consult with the Association, and meet with the
33 Association upon its request, in the formulation of any changes being considered in existing benefits,
34 policies, practices, and procedures.
35

36 **Section 5.3.**

37 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the
38 other party to advise, discuss or consult regarding matters concerning working conditions not covered by
39 this Agreement.
40

41 **Section 5.4. Building Meetings.**

42 Each school/building will meet no less than once a month with Paraeducators to discuss
43 concerns/issues within the school/building. Such time shall be during the employee's workday.
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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time when practicable and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he/she does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2.

Time during working hours will be allowed for Association representatives' attendance at meetings with the District. Association representatives will guard against the use of excess time in the handling of such matters.

Section 6.3.

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington/SEIU Local 1948 (PSE) to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the School District of his/her arrival.

ARTICLE VII

HOURS OF WORK

Section 7.1.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. With PSE approval, a new position less than six (6) hours can be added based on student need.

Section 7.2.

Shifts shall include a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable and also a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Employees may be offered a longer lunch break depending on building needs. A longer lunch will not be required.

Section 7.3.

In the event an employee is assigned to a shift different than the normal work shift previously defined in this article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work.

Section 7.4.

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

1 **Section 7.5.**

2 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed
3 without prior notice to the employee of two (2) calendar week; provided, however, this notice may be
4 waived by the employee.

5
6 **Section 7.5.1.**

7 Employees shall be provided, by the building administration, a written schedule which will include
8 rest periods and meal break times within the first two (2) weeks of school. In the case of a new hire,
9 within the first two (2) weeks of their hire.

10
11 **Section 7.5.2.**

12 No employee shall be required to work a split shift unless the employee requests to do so. A split
13 shift is a regular assignment with a separation in the middle that is longer than their contractual
14 break time. This provision shall take effect on August 25, 2014.

15
16 **Section 7.6.**

17 Employees required to work through their regular lunch periods will be given time to eat at a time agreed
18 upon by the employee and his/her supervisor. In the event the District requires an employee to forego
19 his/her lunch period and the employee works his/her entire shift, including the lunch period, he/she shall
20 be compensated for the foregone lunch period at overtime rates.

21
22 **Section 7.7.**

23 Home liaisons may have a flexible work schedule in order to meet the requirements of their job
24 descriptions including making home visitations.

25
26 **Section 7.7.1.**

27 Home Liaisons upon request will be provided, when making visits, the following:

- 28
29 1. Flashlight.
30 2. District marked vehicle (only if checked out prior to the end of the business day). Magnetic
31 signs may be an alternate.
32 3. Cell phone (not for personal use).
33 4. Identification badge.
34 5. And any other items that will ensure their safety and well-being.

35
36 **Section 7.8.**

37 Paraeducators shall be provided a minimum of one (1) day of District-sponsored training each year at the
38 beginning of each year, and one (1) day before the ninetieth school day. These hours shall meet the
39 requirements of the General Course of Study (GCS) as long as the GCS is required by the State of
40 Washington. Should the General Course of Study (GCS) become no longer mandated, the parties will
41 reconvene at Labor Management to determine the training that will be provided.

42
43 **Section 7.9.**

44 In compliance with the FLSA and Washington Wage Laws, Paraeducators shall not be permitted or
45 requested to volunteer their time to perform duties of a Paraeducator. All extra time worked by a
46 Paraeducator must be compensated at the appropriate rate of pay for all hours worked.

1 **Section 7.10. Emergency School Closure & Delayed Opening.**

2 In the event that it becomes necessary to close or delay opening school(s) because of inclement
3 weather, or other emergency reasons, the District shall make every effort to notify the radio and
4 television stations and post notifications on the District website and social media by 6:30 A.M.
5 Additionally, the District will use telephone notification systems when accessible.
6

7 1. **Early Closure:**

8 This provision does not preclude the District from closing school(s) in the event an emergency
9 developed later in the day, if further evaluation of developing hazardous conditions warrants
10 closure, employees will remain on duty until their students have been cleared from school
11 properties and then released from work and not required to make up the rest of their day.
12

13 2. **Delayed Opening:**

14 In the event that the opening of school is delayed, employees will attempt to report to work at
15 the normal time using reasonable caution; tardiness will not result in reduction of pay. If,
16 however, an employee feels they cannot report to work, emergency leave, personal leave or
17 deduct can be used at the employee's discretion and will be designated in the District time
18 management program by the employee.
19

20 3. **School Closure:**

21 Paraeducators are not required to report to work. In the event the District fails to make said
22 radio website and social media announcements a minimum of one (1) hour prior to the
23 employee's assigned start time, the District shall compensate employees that check in at their
24 worksite for two (2) hours.
25

26 4. **Makeup School Days:**

27 When the District is required by law to make up days missed due to emergency closure,
28 scheduling of makeup days shall be scheduled by the District. Employees shall not receive
29 additional compensation for such makeup days.
30

31 5. **Waived School Days:**

32 In the event the Office of the Superintendent of Public Instruction approves a waiver for school
33 closures resulting in school days that will not be made up by students, no employee shall suffer
34 loss of pay. The employer shall provide opportunities to make up the missed hours performing
35 bargaining unit work. The employee must make up the missed hours or use personal, sick leave
36 or take unpaid deduct as an alternative.
37

38 **ARTICLE VIII**

39 **OVERTIME**

40 **Section 8.1. Notice of Overtime.**

41 In the assignment of overtime, the District agrees to provide the employee with as much advance notice as
42 practicable in the circumstances. Normally, an employee designated to work overtime on days outside
43 his/her workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of
44 his/her last shift before the overtime commences.
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1 **Section 8.2. Overtime Compensation.**

2 All hours worked in excess of forty (40) hours in a workweek shall be compensated at one and one-half
3 (1-1/2) times the employee's base hourly rate.
4

5 **Section 8.3.**

6 All hours worked on the sixth or seventh consecutive day shall be compensated at the rate of one and one-
7 half (1-1/2) times the employee's base pay.
8

9 **Section 8.4. Call Back.**

10 Employees called back on a regular workday or called on the sixth or seventh consecutive workday shall
11 receive no less than two (2) hours' pay at the appropriate rate.
12

13
14 **ARTICLE IX**

15
16 **HOLIDAYS**

17
18 **Section 9.1.**

19 All employees shall receive the following paid holidays that fall within their work year:
20

- | | | |
|----|----------------------------------|----------------------------|
| 21 | 1. New Year's Day | 7. Labor Day |
| 22 | 2. Martin Luther King's Birthday | 8. Veterans' Day |
| 23 | 3. Presidents' Day | 9. Thanksgiving Day |
| 24 | 4. Memorial Day | 10. Day after Thanksgiving |
| 25 | 5. Juneteenth | 11. Day before Christmas |
| 26 | 6. Independence Day | 12. Christmas Day |

27
28 **Section 9.2. Unworked Holidays.**

29 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time
30 the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his/her
31 last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and is not
32 on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement
33 will occur if the employee goes on paid sick leave and is unable to work on either shift.
34

35 **Section 9.3. Worked Holidays.**

36 Employees who are required to work on the above-described holidays shall receive the pay due them for
37 the holiday, plus twice their base rate for all hours worked on such holidays.
38

39 **Section 9.4. Faith or Conscience Leave.**

40 Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience
41 or an organized activity conducted under the auspices of a religious denomination, church, or religious
42 organization. (RCW 1.15.050).
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ARTICLE X

LEAVES

Section 10.1. Sick Leave.

Each employee shall accumulate twelve (12) days sick leave per work year to the maximum allowable according to State Law. If an employee works less than the full year, their sick leave will be pro-rated. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with his/her normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Should an employee use sick leave beyond the number of days earned or accumulated, and then leave the District's employ, the cost of said days taken which were paid to the employee shall be deducted from the employee's final check.

Section 10.1.1. Family Illness Leave.

Each employee shall, upon request, be granted a leave of absence with pay during a contract year when such absence is occasioned by the illness of any member of the immediate family. Such leave shall be deducted from sick leave. Immediate family is defined as an employee's child, spouse, parent, stepparent, grandparent, grandchild, sibling, or parent-in-law.

Section 10.1.2. Sick Leave Attendance Incentive Program.

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

Section 10.1.3. Sick Leave Cash-out.

At the time of separation from School District employment, an eligible employee or the employee's estate shall receive remuneration, of sick leave, in accordance with applicable statutes and retirement programs.

Section 10.1.4. Sick Leave Sharing.

The District shall establish and administer a leave sharing plan per RCW 28A.400.380.

Section 10.2. Bereavement Leave.

Up to three (3) days in state and up to five (5) days out of state shall be granted with pay following notification to the building Principal for bereavement leave in the event of death of immediate family member or close personal friend. Such leave may be extended by the Superintendent. Bereavement leave may only be used for three (3) instances per year.

1 **Section 10.3. Emergency Leave.**

2 Emergency leave shall be granted with pay. Emergency leave may be taken at the employee's discretion
3 for personal reasons, or due to a problem that has been suddenly precipitated or is unplanned; or where
4 preplanning could not relieve the necessity for the employee's absence; such leave shall be taken from sick
5 leave. Emergency leave shall not be taken for personal pleasure or profit or to extend a holiday or for
6 social or recreational purposes.

7
8 **Section 10.4. Personal Leave.**

9 Personal leave of three (3) days per year shall be granted with pay. No reason shall be required as to the
10 purpose for using the leave. Personal leave may be accumulated to ten (10) days. If an employee's
11 personal leave accrues beyond the maximum allowable limit and cannot be carried over to the next year,
12 the excess amount will be cashed out to VEBA at a rate of 4/1 (four/one), twenty-five percent (25%). This
13 cash out will take place at the time of the leave allocation in September, based on the employee's rate of
14 pay as of August 31st.

15
16 **Section 10.5. Maternity Leave/Parental Leave.**

17 An employee requesting maternity and/or parental leave shall notify the District in advance of his or her
18 intention to take leave and the estimated date when he/she will return to work.

19
20 A. Maternity Leave

- 21 1. An employee is entitled to use accrued sick, personal, and unpaid leave for delivery and
22 recovery after childbirth. The normal period for delivery and recovery after childbirth is
23 assumed to be thirty (30) workdays. Use of more than thirty (30) workdays of accrued leave
24 for delivery and recovery after childbirth or a pregnancy-related disability must be verified by
25 a physician's note.
26
27 2. Personal leave and/or a vacation may be accessed beyond the thirty (30) days without a
28 physician's note.
29
30 3. Any extension of maternity leave beyond the period needed for childbearing and recovery
31 shall be granted under parental leave.

32
33 Eligible employees may access Washington Paid Family and Medical Leave for up to twelve (12) weeks
34 to welcome a new child via childbirth, adoption , or foster placement and may be eligible to receive up to
35 eighteen (18) weeks if the employee experiences a serious health condition with a pregnancy that results
36 in incapacity per the new Washington Paid Family and Medical Leave.

37
38 A. Parental Leave

- 39
40 a. An employee shall be allowed to use up to thirty (30) days of accumulated sick leave per
41 year for introducing a new child into their family.
42
43 b. This applies to regular childbirth as well as adoption.
44
45 c. If the employ does not have enough sick leave, the employee may go on an unpaid
46 parental leave. Unpaid parental leave may be extended to sixty (60) days if qualified under
47 FLA/FMLA. The employee may continue District sponsored insurance programs while on
48 unpaid leave by paying the premiums directly to the District.



1
2 Eligible employees may access parental leave through the Washington Paid Family and Medical Leave for
3 up to twelve (12) weeks of paid family or medical leave to care or bond after a baby’s birth or placement
4 of a child younger than eighteen (18) per the new Washington Paid Family and Medical Leave.
5

6 **Section 10.6. Family Leave.**

7 Beginning September 1, 2019, the District shall comply with the provisions or premium payments of
8 the new Washington State Paid Family and Medical Leave.
9

10 Eligible employees may access up to twelve (12) weeks of paid family or medical leave to care for an
11 eligible family member experiencing an illness or medical event as per the guidelines of the
12 Washington Family and Medical Leave. More information can be found at www.paidleave.wa.gov
13

14 **Section 10.7. Jury Duty and Subpoena Leave.**

15 An employee who is away from his/her duties because of jury duty shall be paid for such time lost at
16 his/her normal rate of pay.
17

18 An employee shall be granted a maximum of two (2) days leave if subpoenaed as a witness in court or
19 other legal proceedings; provided that a leave with pay shall not be granted to an employee for a case
20 brought or supported by a staff member, union, or association for a case in which the staff member has
21 a direct or indirect interest in the proceedings.
22

23 On any day that an employee is released from jury duty or as a witness by the court and four (4) or
24 more hours of the employee’s scheduled workday remains, the employee is to inform his/her
25 supervisor and report to work if requested to do so.
26

27 The Superintendent or designee may extend the definition and intent of the subpoena leave policy on
28 an individual basis.
29

30 **Section 10.8.**

31 Recording Leave: Employees are responsible for timely input of any time off into the District’s leave
32 reporting system. Time off should be entered before the absence when possible. Time off will be
33 entered no later than the employee’s return date. Entering time off does not replace regular notification
34 procedures.
35

36 A physician’s statement of illness may be required upon request of the Superintendent or designee
37 under the following situations.
38

- 39 1. When the employee is applying for FMLA , PFML, or Shared Leave.
- 40
- 41 2. When an illness exceeds five (5) consecutive workdays.
42

43 Unpaid Leave: The District expects that all employees stay within their sick leave, personal leave, and
44 vacation leave (when applicable) allocations. Unpaid leave is not an automatic right of employment.
45 Unpaid leave is allowed under qualifying FMLA, PFML or childcare leaves. Any non-approved
46 unpaid leave will be considered an unexcused absence and may be reflected on annual evaluations and
47 subjected to progressive discipline.
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ARTICLE XI

LEAVE OF ABSENCE

Section 11.1.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed two (2) years.

Section 11.2.

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.

Section 11.3.

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

ARTICLE XII

SENIORITY / LAYOFF / RECALL

Section 12.1.

The seniority of an employee in the bargaining unit shall be established as of the date on which he/she was hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 12.2.

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

- A. Resignation;
- B. Discharge for any reason contained in this Agreement;
- C. Retirement; or as hereinafter provided.

Section 12.3.

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- C. Time spent on other authorized leaves of absence, not to exceed two (2) years.
- D. Rejection of an offer of reemployment.

1 E. When an employee leaves the bargaining unit to work in another bargaining unit within the School
2 District for one (1) year.

3
4 **Section 12.4.**

5 Seniority rights shall be effective within the general job classifications, except as provided in Section 12.9.

6
7 **Section 12.5.**

8 The employee with the earliest hire date shall have preferential rights regarding shift selection, special
9 services (including overtime), promotions, assignment to new or open jobs or positions, and layoffs
10 (except as provided in Section 12.9) when ability and performance are substantially equal with those
11 individuals junior to him/her. If the District determines that seniority rights should not govern because a
12 junior employee possesses ability and performance substantially greater than a senior employee or senior
13 employees, the District, if so, requested by the senior employee or employees who have been bypassed,
14 shall set forth in writing to the employee or employees and the organization's grievance committee
15 chairman its reasons why the senior employee or employees have been bypassed.

16
17 **Section 12.6.**

18 An employee who changes job classifications within the bargaining unit shall retain his hire date in the
19 previous classification for a period of one year, notwithstanding that the employee has acquired a new hire
20 date and a new classification. When the hire date of two (2) or more employees is identical, the date of
21 the application and the time stamp on the application when hired into continuous daily employment as
22 a bargaining unit member shall be used to establish seniority. Drawing of lots shall be used to
23 determine relative placement of employees when the hire date and application date is identical.

24
25 **Section 12.7.**

26 The District shall publicize within the bargaining unit the availability of open positions for a minimum of
27 five (5) working days after the Chapter is apprised of the opening.

28
29 **Section 12.8.**

30 In making determinations for the Computer Lab Manager position, the District will utilize the
31 following criteria to make its determination of relative ability and performance according to Article
32 XII: Seniority, experience (direct and related), tests (where applicable), interview scores, discipline
33 history, and performance evaluations.

34
35 1. **Interviews:**

36 The District shall interview/test up to the top three (3) bargaining unit candidates on the
37 seniority list who have applied and meet the required qualifications of the position. When
38 external applicants meeting the required qualifications of the position are interviewed/tested, all
39 bargaining unit applicants who meet the required qualifications of the position shall be
40 interviewed/tested. Interviewers will independently score the responses to interview questions
41 while the applicant is answering questions.

- 42
43 a. Interview team will include building representatives (if applicable), department
44 supervisor(s) (if applicable), and one bargaining unit board members.
- 45
46 b. The answer of each question will be scored 1-10 points (1= a poor response and 10= an
47 excellent response.
- 48

- 1 c. Each interview team member will have a score sheet and space to write notes on the
2 score sheet.
3
4 d. The final interview score will be the percentage of points received of the amount of
5 overall points and converted to a point scale of 1-10.
6

7 **2. Skills Test:**

- 8 a. Any skill testing or interviews conducted as a part of the application process will be
9 equally administered to all candidates and will be based on the required qualifications
10 found in the job description of the position. Interviews and skills testing shall be
11 administered in the same environment and free from surrounding distractions.
12 Employees will be allowed to use the same resources available to them on the job site.
13 All applicants will be given two (2) workdays' notice before any interview or skills test.
14 The District will provide accommodations for applicants with learning disabilities
15 according to the American Disabilities Act.
16
17 b. The final skills test score will be the percentage of points received of the amount of
18 overall points available and converted to a point scale of 1-10.
19

20 **3. Other Scoring:**

- 21 a. Unapproved unpaid leave in the past three (3) years:
22
 - 23 • Zero (0) days = ten (10) points
 - 24 • One to two (1-2) days = Five (5) points
 - 25 • Three (3) or more days = Zero (0) points
26 b. Discipline History:
27
 - 28 • No negative discipline history = ten (10) points
 - 29 • One (1) verbal reprimand = Five (5) points
 - 30 • Two (2) or more verbal reprimands, one (1) or more written reprimands or one
31 (1) or more suspensions = Zero (0) points
32 c. Performance History (over the past 3 years):
33
 - 34 • Three (3) or more unsatisfactory = Zero (0) points
 - 35 • One to Two (1-2) unsatisfactory = Five (5) points
 - 36 • No unsatisfactory marks = Ten (10) points
37 d. Seniority:
38
 - 39 • One to ten (1-10) years = Five (5) points
 - 40 • Eleven to twenty (11-20) years = Seven (7) points
 - 41 • Twenty-one (21) + years = Ten (10) points

42 Final scoring of applicants shall be the total number of points earned in the following above categories
43 for a total of sixty (60) possible points.
44

45 **Section 12.9.**

46 Any additional time added to an employee's workday shall entitle the employee to all benefits under the
47 contract. If there is no need for the additional time, then the job rolls back to original time. Any additional

1 duties such as coaching, ticket taking, scorekeeping, intramurals, cheerleading advisor, etc., which is
2 outside the bargaining unit, shall not have PSE dues deducted nor increased benefits for the employee.

3
4 **Section 12.10. Layoff/Recall Procedures.**

5 In the event the District determines a need for the elimination of currently staffed positions, the layoff will
6 be based on seniority within the bargaining unit with the exceptions that positions requiring unique and
7 specialized skills and abilities (i.e., Interpreter for the Deaf, Speech Pathology Assistant, Brailist,
8 Computer Lab Para) will be laid off by seniority in their specific specialty; however in the event of a
9 proposed layoff such individuals may exercise unit wide seniority if they are otherwise qualified for a
10 Paraeducator position. No employee may exercise seniority rights that will increase the employee's annual
11 work hours or hourly wage over and above the employee's current annual work hours and hourly wage at
12 the time of layoff.

13
14 The following guidelines shall be used:

- 15
16 1. An initial seniority list, exclusive of individuals serving as Interpreters for the Deaf, Speech
17 Pathology Assistants. Brailist and Computer Lab Paras shall be provided to the Association.
18
- 19 2. The District shall provide the Association the positions to be eliminated no later than May 15th.
20
- 21 3. Employees who have been placed in layoff status will retain seniority within the bargaining unit
22 for one (1) calendar year. It is the employee's responsibility to apply for open positions. An
23 employee on layoff status must maintain a current, up-to-date email address with the District to
24 be considered for recall. The rights of the employee on layoff status shall be forfeited by failure
25 to maintain a current email address with the District. Employees will remain on the layoff list
26 for one (1) calendar year. Employees in layoff status that apply for open positions will be
27 considered, by seniority, before outside candidates.
28
- 29 4. Employees on the reemployment/substitute list will be the first called back for employment and
30 substitute opportunities based on layoff ranking. Employees who are called back for
31 reemployment/substitute duties will be compensated at the regular rate they held at the time of the
32 layoff. Placement on the substitute list will be optional for laid off employees. Employees in lay
33 off status will notify the Human Resources Office of their intent to substitute.
34
- 35 5. An employee on layoff status who rejects an electronic offer of reemployment in a substantially
36 similar position that was held immediately prior to layoff or fails to respond to an electronic offer
37 of re-employment within forty-eight (48) hours of receipt of an offer, will forfeit seniority and all
38 other accrued benefits. A time-stamped electronic offer shall be sent via the district's electronic
39 system. The employee will have forty-eight (48) hours to respond once the electronic offer has
40 been made. The offered position must be substantially similar in terms of duties.
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ARTICLE XIII

DISCHARGE AND EVALUATION OF EMPLOYEES

Section 13.1.

The District may discipline or discharge any employee subject to this Agreement for justifiable cause. The District agrees to follow, when appropriate, a policy of progressive discipline which may begin with a verbal warning, progress to a written reprimand, then to suspension with loss of pay and when required by the circumstances, include discharge or non-renewal.

Section 13.2.

The issue of justifiable cause shall be resolved in accordance with the grievance procedures of this Agreement.

Section 13.3. Notification to Non-Annual Employees.

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

Section 13.3.1.

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

Section 13.3.2.

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

Section 13.3.3.

Nothing contained in this section shall in any regard limit the operation of other sections of this article.

Section 13.4.

Except in extraordinary cases, and as otherwise provided in this article, the District will give employees four (4) weeks' notice of intention to layoff.

Section 13.5.

All employees will be evaluated by May 31st of each year. The evaluation must be given in person. New employees shall be evaluated in accordance with Section 14.1. All employees shall have the right of addendum.

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ARTICLE XIV

PROBATIONARY PERIOD

Section 14.1.

Each new hire shall remain in a probationary status for a period of one (1) calendar year from date of hire. The probationary period shall be explained to all new hires when they are hired. During this probationary period, the District may discharge such employee at its discretion. Each probationary employee shall be

1 evaluated by his or her immediate supervisor prior to the ninetieth calendar day of employment, and prior
2 to the end of the probationary period. A decision to discharge a probationary employee shall be
3 communicated to the Association President. The District will attempt to make such notification prior to
4 such discharge taking affect. A list of all new hires shall be provided to the Association President(s) on a
5 quarterly basis.

6
7 **Section 14.1.1.**

8 Time spent as a temporary employee shall count towards the completion of the probationary period
9 on a day for day basis for those hired after September 1, 2013.

10
11 **Section 14.2.**

12 Probationary employees are considered bargaining unit employees subject to all rights and terms
13 contained herein beginning with the first day of their employment, subject to the terms of Section 14.1.

14
15 **Section 14.2.1**

16 A probationary employee is not automatically eligible for transfer into a new or open job or
17 position without district approval.

18
19 **Section 14.3.**

20 All new hired Paraeducators shall remain on probation in accordance with Section 14.1. New
21 Paraeducators are expected to complete and verify the Fundamental Course of Study (FCS) prior to the
22 conclusion of the probationary period, as long as the FCS is a Washington State Requirement. Failure to
23 complete FCS requirements may result in termination.

24
25 **Section 14.4. Mentoring Program.**

26 Each building will be assigned a Paraeducator mentor for the current school year.

27
28 **Section 14.4.1. Notification of Transfers.**

29 The District shall provide notification to the Association of transferred Paraeducators in a timely
30 manner. Notification via email is acceptable.

31
32 **ARTICLE XV**

33
34 **TRANSFER OF PREVIOUS EXPERIENCE**

35
36
37 **Section 15.1.**

38 Any new hire who had previously been employed by any school district in the State of Washington,
39 and is hired to perform work similar to that in which he/she was previously engaged, shall be given
40 longevity credits in this District in accordance with State law.

41
42 **Section 15.2.**

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

1 **ARTICLE XVI**

2 **RETIREMENT**

3
4
5 **Section 16.1.**

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

9
10 **Section 16.2.**

11 All employees subject to this Agreement shall be entitled to participate in the district's tax sheltered
12 annuity plan. On receipt of a written authorization by an employee, the District shall make the requisite
13 withholding adjustments and deductions from the employee's salary and make appropriate disbursements
14 to the plan in like manner with other deductions authorized by this Agreement.

15
16
17 **ARTICLE XVII**

18 **INSURANCE**

19
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21 **Section 17.1.**

22 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance
23 plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their
24 dependents as required by State law, the State Operating Budget, and the School Employee's Benefits
25 Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible
26 employees.

27
28 **Section 17.2.**

29 The employer agrees to provide information about SEBB insurance plans to eligible employees during
30 the school year (as required or recommended by SEBB) and during each open enrollment period.

31
32 **Section 17.3.**

33 The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work six
34 hundred thirty (630) hours or more per school year.

35
36 **Section 17.4.**

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

38
39 **Section 17.5. VEBA.**

40 The District has adopted the Voluntary Employees' Beneficiary Association (VEBA) pursuant to
41 applicable RCW's and agrees to make contributions to VEBA on behalf of all employees in the unit.
42 The District shall contribute twenty dollars (\$20.00) per month to a VEBA account for each SEBB
43 eligible employee covered by the provisions of this collective bargaining agreement.

44
45 **Section 17.6**

46 Washington Paid Family Medical Leave (PFML) benefits as allowed by law:

- 47
48
 - The District shall annually notify employees about the benefits available under PFML.

- Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply>. All payments will come from the ESD.
- Employees will be required to contact the Employment Security Guidelines to determine the amount of leave available.
- To qualify for PFML, employees must meet the minimum hours required in employment in Washington State during the qualifying period Employment Security will determine the employee’s eligibility and benefits.
- Employees should go to <https://esd.wa.gov/paid-fmailly-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.
- The District and employees shall pay premium costs as per state law.

ARTICLE XVIII

POSITION DESCRIPTIONS

Section 18.1.

The District will provide the Association with complete job descriptions for all employees subject to this Agreement.

Section 18.2.

The District will provide the Association with such amendments, changes, and additions to job descriptions as they may from time to time occur. Changes or modification to job descriptions or duties shall be addressed between the parties in Labor Management meetings. The parties recognize that the process of amending job descriptions is not a mandatory subject of bargaining.

ARTICLE XIX

ASSOCIATION MEMBERSHIP PAYROLL DEDUCTION – REPRESENTATION FEE, DUES DEDUCTION

Section 19.1. Association Dues.

The District shall deduct PSE state dues from the pay of any employee who authorized such deductions 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 (PSE). Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received within a week following payroll. A dues remittance form needs to accompany the payment every month and include membership status changes.



1 **Section 19.2.**

2 The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn in
3 writing by the employee and submitted by the employee to the exclusive bargaining representative in
4 accordance with the terms and conditions of the authorization.

5
6 After the employer receives confirmation from the exclusive bargaining representative that the employee
7 has revoked authorization for deductions, the employer shall end the deduction effective on the first
8 payroll after the receipt of the authorization.

9
10 The employer shall rely on information provided by the exclusive bargaining representative regarding the
11 authorization and revocation of deductions.

12
13 The employee agrees to accept dues authorizations as per RCW 41.80.100.

14
15 **Section 19.2.1 Voluntary Action Committee**

16 The District shall, upon receipt of a written authorization form that conforms to legal
17 requirements, deduct from the pay of such bargaining unit employee the amount of contribution
18 the employee voluntarily chooses for deduction for political purposes and shall transmit the same
19 to the Union.

20
21 **Section 19.3.**

22 The Association agrees to defend and hold the District harmless against any legal action brought against
23 the District in reference to the representation fee deduction.

24
25 **ARTICLE XX**

26
27 **CHECKOFF**

28
29
30 **Section 20.1.**

31 Union dues shall be a fixed amount for all employees, so the District can deduct for state and local dues.

32
33
34 **ARTICLE XXI**

35
36 **GRIEVANCE PROCEDURE**

37
38 **Section 21.1.**

39 Grievances or complaints arising between the District and its employees within the bargaining units
40 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
41 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this article.

42
43 **Section 21.2. Grievance Steps.**

- 44 1. STEP I – Informal meeting with immediate supervisor
45 2. STEP II – Reduce to writing to immediate supervisor
46 3. STEP III – Submit to Superintendent or designee
47 4. STEP IV – Submit for arbitration
48



1 **Section 21.2.1. Step I.**

2 The employee shall first discuss the grievance with his/her immediate supervisor. If the employee
3 wishes, they may be accompanied by an Association representative at such discussion. All grievances
4 not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30)
5 days of the occurrence of the grievance shall be invalid and subject to no further processing.
6 Following the Step I meeting, the supervisor shall have ten (10) days to respond in writing.
7

8 **Section 21.2.2. Step II.**

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

- 12 1. The facts on which the grievance is based;
 - 13 2. A reference to the provisions in this Agreement which have been allegedly violated; and
 - 14 3. The remedy sought.
- 15
16

17 The employee shall submit the written statement of grievance to his/her immediate supervisor for
18 reconsideration and shall submit a copy to the official in the administration responsible for
19 personnel. The parties will have ten (10) working days from submission of the written statement of
20 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable
21 disposition is made, all parties to the grievance shall sign it.
22

23 **Section 21.2.3. Step III.**

24 If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and
25 the Association believes the grievance to be valid, a written statement of grievance shall be submitted
26 within ten (10) working days to the District Superintendent or his/her designee. After such
27 submission, the parties will have ten (10) working days from submission of the written statement of
28 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable
29 disposition is made, all parties to the grievance shall sign it.
30

31 **Section 21.2.4. Step IV.**

32 If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and
33 the Association believes the grievance to be valid, either party may request arbitration of the
34 grievance using the expedited Labor Arbitration Rules of the American Arbitration Association. In
35 the absence of a mutually agreed to request for expedited arbitration, the arbitration will proceed with
36 extended rules by default. The cost of arbitration shall be shared by both parties equally. The decision
37 of the arbitrator shall be final and binding on both parties.
38

39 **Section 21.3.**

40 The grievance or mediation discussions shall take place whenever possible on school time. The employer
41 shall not discriminate against any individual employee or the Association for taking action under this
42 article.
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ARTICLE XXII

SALARIES

Section 22.1. Salaries and Compensation.

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

Section 22.2.

Salaries contained in Schedule A shall be for the entire term of this Agreement. Anyone hired after the first working day of January must remain on the entry level step for one (1) complete year.

Section 22.3.

Retroactive pay, where applicable, shall be paid in the case of retroactive pay resulting from negotiations pursuant to Section 24.3, on the first regular pay day following the agreement, if possible.

Section 22.4.

Employees who are required to work in two (2) or more locations and drive their own vehicles, shall be reimbursed mileage at the prevailing state rate. All other mileage compensation will require prior approval by the District office. No employee shall be required to transport students in his/her vehicle.

Section 22.5. Tuitions.

For each year of the contract, the District shall provide monies as noted below for District approved degree related credits, including tuition/registration for training/classes and/or textbooks at college or university or ESD.

2023-2024:	\$8,500.00 w/tuition at \$850.00
2024-2025:	\$9,000.00 w/tuition at \$850.00
2025-2026:	\$9,500.00 w/tuition at \$850.00

Section 22.6.

All Paraeducators shall be paid on a twelve (12) month basis.

Section 22.7.

A Paraeducator will be selected through job posting each year, at each school to mentor new Paraeducators during the school year. The mentor will be paid as shown on Schedule A.

Section 22.8. Parent Teacher Conferences.

Paraeducators scheduled by the Principal to translate during Parent Teacher Conferences, interpreting for parent orientations shall receive an additional two dollars (\$2.00) per hour for all hours scheduled for translating. Paraeducators will be given first priority to translate during Parent Teacher Conferences. Such opportunities shall be offered based on building seniority.

Section 22.9.

Should the state, district or other government entity require any certifications or licenses, this Agreement will be reopened to negotiate appropriate wage rates; Provided however, Paraeducators shall not be required to bear the cost of said licenses or certifications.



1 **Section 22.10 Paraeducator Fundamental Course of Study.**

2 The District agrees to provide Fundamental Course of Study and General Course of Study training in
3 accordance with requirements provided by PESB as long as required by Washington State
4 Legislator/Law.

5
6
7 **ARTICLE XXIII**

8
9 **SEPARABILITY OF PROVISIONS**

10
11 **Section 23.1.**

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

14
15 **Section 23.2.**

16 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State
17 or Federal statutes or regulations promulgated pursuant thereto.

18
19 **Section 23.3.**

20 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
21 such provision shall be renegotiated pursuant to Section 24.3.

22
23
24 **ARTICLE XXIV**

25
26 **TERM**

27
28 **Section 24.1.**

29 The term of this Agreement shall be September 1, 2023, to August 31, 2026. This Contract shall be closed
30 for three (3) years, except as specified in Section 24.3.

31
32 **Section 24.2.**

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

35
36 **Section 24.3.**

37 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
38 parties in writing. In the event that the legislature appropriates and funds a general cost of living (COLA),
39 also known as the implicit price deflator (IPD), wage increase for classified employees during the term of
40 this agreement, the parties agree to increase wages on Schedule A at the percentage rate of five percent
41 (5%) or IPD, whichever is greater, for the 2023-2024 school year, three percent (3%) or IPD, whichever is
42 greater, for the 2024-2025 school year, and IPD for the 2025-2026 school year. The percentage agreed or
43 IPD amount will be added to all positions on schedule A. Should no IPD take place in the second or third
44 year of this agreement, Schedule A shall be re-opened, and wages shall be negotiated.



1 **Longevity**

2 The following longevity increases shall be applied to employee’s base wage starting September 1st of
3 their corresponding continuous year of service:
4

- 5 7 Years – \$0.35/per hour
- 6 15 Years – additional \$0.70/per hour
- 7 20 Years – additional \$1.00/per hour

8
9 ***Paraeducators who may be assigned playground supervision duties will not suffer a reduction in their*
10 *wages.*

11
12 The longevity incentive that is listed on schedule A is for continuous employment with the Sunnyside
13 School District.

14
15 **Salary Enhancement**

- 16
17 1. Additional two dollars (\$2.00) per hour on their current rate for Special Education Paraeducators,
18 and Health Room Paraeducators, whose regular assignment includes the responsibility for student
19 personal or hygiene care; as an example: changing diapers, feeding tubes.
20
- 21 2. Additional one dollar (\$1.00) per hour on their current rate for Paraeducators who work in a self-
22 contained room. Upon recommendation of the Special Education Director, student support para
23 educators hired for a specific student, not in self-contained classroom, will get an additional one
24 dollar (\$1.00) per hour on their current rate.
25
- 26 3. Additional fifty cents \$0.50 per hour for Paraeducators with an AA Degree upon receipt of the
27 appropriate documentation.
28
- 29 4. When District/building committees provide compensation for committee members, Paraeducators,
30 when requested to serve, shall be paid their hourly rate per Section 8.2.
31
- 32 5. Paraeducators serving as mentors shall be paid an additional forty-five cents (\$0.45) per hour on
33 their current rate.
34
- 35 6. Additional fifty cents (\$0.50) per hour for Computer Lab Paraeducators who obtain a computer lab
36 certification. Max of two (2) certificates.
37
- 38 7. Paraeducators designated as Computer Lab Paraeducators, SLPA/Psych Assistants, Brailist
39 and Interpreter for Deaf shall receive an additional one dollar (\$1.00) per hour on their current
40 rate.
41

42 Computer Lab Paraeducators will now be two hundred (200) contracted days.
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6 **SIGNATURE PAGE**
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13 PUBLIC SCHOOL EMPLOYEES OF
14 WASHINGTON / SEIU LOCAL 1948

15
16 SUNNYSIDE PARAEDUCATORS CHAPTER SUNNYSIDE SCHOOL DISTRICT #201

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18
19 BY: */E-signed by Abby York/*
20 Abigail York, Chapter President

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23 BY: */E-signed by Ryan Maxwell/*
24 Ryan Maxwell, Superintendent

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DATE: *Oct 18, 2023*

DATE: *Oct 18, 2023*



SCHEDULE A 2023-2024

PARA-EDUCATOR											
2023-2024 +5.0% or IPD whichever is greater	Step 1	Step 2	Step 3	Year 7	Year 15	Year 20	Responsible for Personal Hygiene	Self Contained/ Dev Pre Para	Building Mentor	AA Degree	Computer Lab Certification (Max of 2)
	Entry Level 1st Year	Step 2 2nd Year	Regular Rate	Regular Rate + Additional \$.35 Longevity	Regular Rate + Additional \$.70 Longevity	Regular Rate + Additional \$1.00 Longevity					
Para-Educator	19.28	20.58	23.36	23.71	24.06	24.36	2.00	1.00	0.45	0.50	
Computer Lab +\$1.00 per Bargained Agreement		24.24	28.35	28.70	29.05	29.35				0.50	0.50
Interpreter for Deaf +\$1.00 per Bargained Agreement		24.24	28.35	28.70	29.05	29.35				0.50	
Speech Path Assist/Psych Assistant +\$1.00 per Bargained Agreement		24.24	28.35	28.70	29.05	29.35				0.50	
Braillist +\$1.00 per Bargained Agreement		24.24	28.35	28.70	29.05	29.35				0.50	
Playground			17.21								
SUBSTITUTE RATES											
Para Educator Sub Rate			16.53								
Interp/SLPA/Braillist Sub Rate			18.11								
Playground		Minimum Wage									

*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.

2024-2025 +3.0% or IPD whichever is greater	Step 1	Step 2	Step 3	Year 7	Year 15	Year 20	Responsible for Personal Hygiene	Self Contained/ Dev Pre Para	Building Mentor	AA Degree	Computer Lab Certification (Max of 2)
	Entry Level 1st Year	Step 2 2nd Year	Regular Rate	Regular Rate + Additional \$.35 Longevity	Regular Rate + Additional \$.70 Longevity	Regular Rate + Additional \$1.00 Longevity					

*Salary schedule will be created after State approves Implicit Price Deflator (IPD).

*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.

2025-2026 + IPD*	Step 1	Step 2	Step 3	Year 7	Year 15	Year 20	Responsible for Personal Hygiene	Self Contained/ Dev Pre Para	Building Mentor	AA Degree	Computer Lab Certification (Max of 2)
	Entry Level 1st Year	Step 2 2nd Year	Regular Rate	Regular Rate + Additional \$.35 Longevity	Regular Rate + Additional \$.70 Longevity	Regular Rate + Additional \$1.00 Longevity					

*Salary schedule will be created after State approves Implicit Price Deflator (IPD).

*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.

APPENDIX A – TUITION PROCESS

Paraeducators seeking tuition reimbursement will submit requests to the Human Resources Department for pre-approval.

Dates that qualify: fall, winter, spring, and summer quarters/semesters that correspond with the current school year.

REQUIRED TUITION DOCUMENTATION:

- Copy of registration-indicating term of enrollment
- Proof of payment-statement from college showing tuition and payment
- Unofficial transcript when course is completed (*This is not required prior to reimbursement-but it is required when course is completed.*)

REQUIRED DOCUMENTATION FOR TEXTBOOK REIMBURSEMENT:

- Copy of registration-indicating term of enrollment
- Syllabus for class-proof of required textbook(s)
- Receipt for textbook(s)
- Unofficial transcript when course is completed (*This is not required prior to reimbursement-but it is required when course is completed.*)

The first reimbursement for the school year is September 30 and the last reimbursement is August 31. All documentation needs to be turned into the HR Department by the tenth of the month to be paid for on the next payday.

LETTER OF AGREEMENT

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THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, SUNNYSIDE PARAEDUCTORS CHAPTER AND THE SUNNYSIDE SCHOOL DISTRICT #201 PURSUANT TO ARTICLE XXIV, SECTION 24.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The parties agree to the attached Schedule A for the 2024-2025 school year:

This Letter of Agreement shall be effective September 1, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

SUNNYSIDE PARAEDUCATORS CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

BY: */signed by Lisa Daniel/*
Lisa Daniel, Chapter President

BY: */signed by Ryan Maxwell/*
Ryan Maxwell, Superintendent

DATE: *09/18/24*

DATE: *09/18/24*

BY: */signed by Kristine Diddens/*
Kristine Diddens
Executive Director of Human Resources

DATE: *09/18/24*

PARA-EDUCATOR

2024-2025 3.7% IPD	Step 1 Entry Level 1st Year	Step 2 2nd Year	Step 3 Regular Rate	Year 7 Regular Rate + Additional \$.35 Longevity	Year 15 Regular Rate + Additional \$.70 Longevity	Year 20 Regular Rate + Additional \$1.00 Longevity	Responsible for Personal Hygiene	Self Contained / Dev Pre Para	Building Mentor	AA Degree	Computer Lab Certification (Max of 2)
Para-Educator	\$19.99	\$21.34	\$24.22	\$24.57	\$24.92	\$25.22	\$2.00	\$1.00	\$0.45	\$0.50	
Computer Lab		\$25.14	\$29.40	\$29.75	\$30.10	\$30.40				\$0.50	\$0.50
Interpreter for Deaf		\$25.14	\$29.40	\$29.75	\$30.10	\$30.40				\$0.50	
Speech Path Assist/ Psych Assistant		\$ 25.14	\$29.40	\$29.75	\$30.10	\$30.40				\$0.50	
Braillist + \$1.00 per Bargained Agreement		\$25.14	\$29.40	\$29.75	\$30.10	\$30.40				\$0.50	
Playground			\$17.85								
SUBSTITUTE RATES											
Para Educator Sub Rate			\$17.14								
SLPA/Braillist Sub Rate			\$18.78								
Interpreter for Deaf Sub Rate		\$25.14	\$29.40								
Playground			Min. Wage								

**To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.*

