

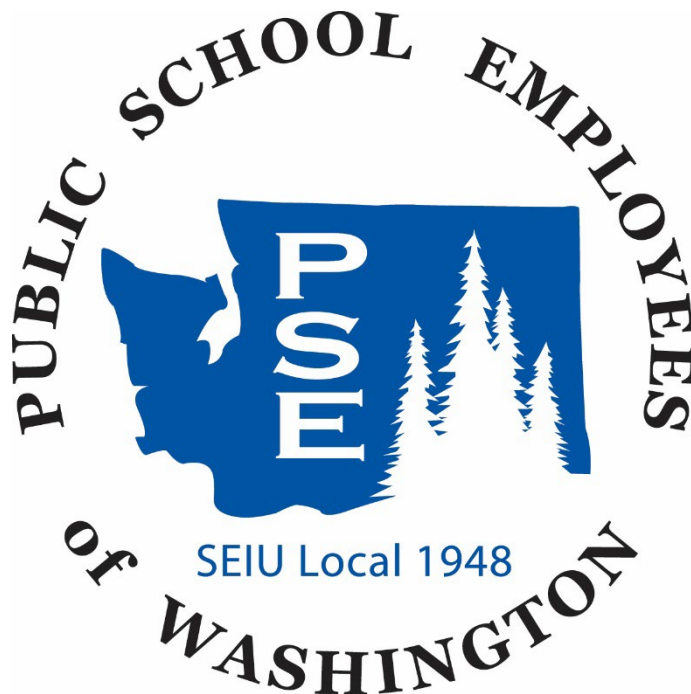
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**SUNNYSIDE SCHOOL DISTRICT #201**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF  
SUNNYSIDE SECRETARIES / CLERICAL CHAPTER**

SEPTEMBER 1, 2024 – AUGUST 31, 2028



**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 Secretaries/Clerks Local Chapter of the Public School

25 Employees of Washington / SEIU Local 1948 (hereinafter "Association"). In accordance with the

26 provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant

27 thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

28

29

30 **ARTICLE I**

31 **RECOGNITION AND COVERAGE OF AGREEMENT**

32 **Section 1.1. Recognition.**

33

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

35 employees in the bargaining unit described in Section 1.3, and the Association recognizes the

36 responsibility of representing the interests of all such employees.

37

38

39 **Section 1.2. Unit Recognition.**

40 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties

41 as deputy, Administrative Assistant, or Secretary necessarily imply a confidential relationship to the

42 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

43

44 **Section 1.3. Unit Exemptions.**

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

46 Secretary positions in the District; except that all Central Administration Office secretaries shall be

47 excluded from the unit.

48



1 **Section 1.4. Definitions.**

2 The following definitions pertain to all Bargaining Unit Classifications covered under this Agreement:

3  
4 **1. Association:**

5 Public School Employees of Washington/SEIU Local 1948 Sunnyside Secretaries.

6  
7 **2. District or Employer:**

8 Sunnyside School District.

9  
10 **3. Workdays:**

11 Defines the days worked in the employee's contract year.

12  
13 **4. Calendar Days:**

14 Defines the universally recognized calendar of months and days.

15  
16 **5. Business Days:**

17 Defines the days the SSD Administrative Offices are open for business.

18  
19 **6. Years of Service:**

20 Defines the total years of regular continuous employment with the School District.

21  
22 **7. New, Open, or Vacated Positions:**

23 Any work performed within the bargaining unit and projected to be sixty (60) workdays or  
24 more. All new, open, or vacated positions must be posted.

25  
26 **8. Full-Time Classified Employee:**

27 Is someone who works two hundred sixty (260) days per year schedule.

28  
29 **9. Regular Classified Employee:**

30 Is someone who fills a position requiring from nine (9) months up to but not including two  
31 hundred sixty (260) days service per year.

32  
33 **10. Temporary Employee:**

34 Is someone who is employed for sixty (60) days or more due to the absence of a regular  
35 employee or temporary workload increase. All rights and benefits, including seniority, shall be  
36 applied to the temporary employee on the sixty first (61st) day. At the conclusion of the  
37 temporary position, the employee will be placed in a lay-off status and will retain seniority date  
38 for one (1) calendar year. All temporary positions shall be posted.

39  
40 **11. Substitute Employee:**

41 Is someone who is employed sporadically to fill a position of a regular or temporary employee  
42 in an existing position. Substitute employees doing bargaining unit work who work more than  
43 one-sixth (1/6) (thirty [30] cumulative days = one-sixth [1/6] of the school year) of the normal  
44 academic year in any twelve (12) month period and continue to be available for work and shall  
45 be eligible to participate in Washington State Public Employees Retirement System to the  
46 extent required by state law. Employees shall receive no other contractual provisions or  
47 benefits.  
48

1  
2 **12. Probationary Employee:**

3 Is a new hire who has not completed probationary status (one [1] year following hire date).  
4  
5

6 **ARTICLE II**

7  
8 **RIGHTS OF THE EMPLOYER**  
9

10 **Section 2.1.**

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

19 **Section 2.2.**

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

27 **ARTICLE III**

28  
29 **RIGHTS OF THE EMPLOYEES**  
30

31 **Section 3.1.**

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

41 **Section 3.2.**

42 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
43 Association representatives and/or appropriate officials of the District.  
44

45 **Section 3.3.**

46 Employees of the units subject to this Agreement have the right to have an Association representative  
47 or other persons present at discussions between themselves and supervisors or other representatives of  
48 the District as hereinafter provided.



1  
2 When asked to a meeting, the employee has the right to ask and be told the subject matter of the  
3 meeting. If the employee reasonably believes the meeting might result in disciplinary action other than  
4 to give notice of concern/counseling, she/he may request Association representation. If the District  
5 denies representation or says that no discipline will result from the meeting, then the District has given  
6 up the right to discipline based on that meeting.  
7

### 8 **Section 3.4. Personnel Files.**

#### 10 **1. Personnel Files.**

- 11 A. Personnel files are confidential and shall be available for inspection only by the  
12 District's management and the individual employee.  
13  
14 B. By prior appointment, an employee shall have the opportunity to review the contents of  
15 his/her file and copy materials within the file.  
16  
17 C. A review of the personnel file will be supervised by the H.R. Director/designee(s). The  
18 employee may request an additional individual, chosen by the employee, be present for  
19 the file review.  
20  
21 D. The employee may work with the H.R. Director to add material to or delete material  
22 from his/her personnel file. Any material except material required by statute or placed  
23 in the file as a result of disciplinary action, will be removed, if so, requested in writing,  
24 from the employee's file three (3) years after its initial placement.  
25  
26 E. The employee shall have an opportunity to attach written comments to anything in  
27 his/her file.  
28  
29 F. The personnel file is a District file and shall be maintained in the District's Human  
30 Resources Office.  
31  
32 G. Medication administration incident report forms shall not be kept in personnel files.  
33

#### 34 **2. Medical Files.**

- 35 A. Confidential medical information shall be kept in separate, confidential medical files,  
36 which will be maintained in a secure location with limited access consistent with  
37 applicable laws.  
38  
39 B. By prior appointment, an employee shall have the opportunity to review the contents of  
40 his/her medical file and copy materials within the file.  
41

#### 42 **3. Supervisor Files.**

- 43 A. An employee's supervisor may maintain a supervisory file at his/her work site.  
44  
45 B. The supervisory file is kept for the purpose of containing material pertinent to the  
46 employee's performance and for completion of an employee's evaluation(s).  
47  
48 C. The supervisory file will be destroyed after one (1) year.

1  
2 **4. Other Materials.**

3 A. Other materials include confidential files on grievances, discipline, investigations, and  
4 litigation.

5  
6 B. These materials will be kept separate from other District files.  
7

8 **5. Applicability of Public Disclosure Laws.**

9 A. Nothing in this agreement precludes the District from providing documents in  
10 accordance with public disclosure laws. The District will notify the employee prior to  
11 the release of any requested document(s).  
12

13 The above listed files shall be the only employee files maintained in the District.  
14

15 **Section 3.5. Administration of Medication.**

16 The administering of medication and ongoing basic health intervention to students shall be the  
17 responsibility only of employees trained for that purpose. Employees shall respond to emergency  
18 situations and accidents as best they can until professional help arrives. Employees providing health  
19 care as provided in this section shall be held harmless from liability for any actions arising from the act  
20 or failure to act of the employee. The District shall continue to provide hepatitis vaccinations at the  
21 District's expense.  
22

23 A schedule of the administration of medications shall be shared with trained employees whenever the  
24 nurse is not in the building. A notebook for logging administered medications shall be available at each  
25 school for the Secretaries/Clerical who administer medications when needed.  
26

27 **Section 3.5.1.**

28 Pursuant to RCW 28A.210.330 (2)(a) employees have the right to choose not to volunteer as  
29 "parent-designated adult" to assist in treatment of students with diabetes and shall not receive  
30 any reprisal or disciplinary action for refusing to volunteer.  
31

32 **Section 3.5.2.**

33 Employees that do volunteer as "parent-designated adults" as defined in RCW 28A.210.330  
34 (2)(a) shall receive any and all required training at the Employers' expense prior to duties being  
35 assigned.  
36

37 **Section 3.6.**

38 No bargaining unit member shall be required to perform diapering.  
39

40 **Section 3.7. Non-Discrimination.**

41 The District and Association shall provide equal opportunity and treatment for all employees without  
42 discrimination based on race, religion, creed, national origin, age, honorably-discharged veteran or  
43 military status, sex, sexual orientation, gender expression or identity, marital status, the presence of  
44 any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a  
45 person with a disability. This policy shall be in accordance with state and federal statute as amended,  
46 and rights under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act.  
47  
48

1  
2 **Section 3.8. Safe, Civil, Healthy, and Secure Workplace.**  
3

4 **A. Bullying, Harassment, and Professional Conduct:**

5 The District shall take appropriate measures to avoid workplace intimidation, bullying and  
6 harassment from outside sources, students, and other District personnel. Reference Board  
7 Policy 3207 and associated procedure.  
8

9 **B. Assault on an Employee:**

10 In the event a student assaults an employee, the student shall be disciplined according to  
11 District policy, and the employee, at his/her option, may request that the student be removed  
12 from the employee's work environment.  
13

14 **C. Verbal Abuse and Vulgar or Lewd Conduct:**

15 Students who direct verbal abuse at an employee or who engage in vulgar or lewd conduct in  
16 the presence of an employee shall be disciplined according to District policy. The employee  
17 may request that the student be removed from the employee's work environment.  
18

19 **D. Internet Defamation and Harassment:**

20 Students found to have used District resources to knowingly make false, obscene, or  
21 defamatory depictions of or claims against an employee or to include an employee's image  
22 without his/her permission shall be disciplined according to District policy. Students who  
23 engage in inappropriate behavior towards employees from off campus may be subject to  
24 District disciplinary policy.  
25

26 **E. False Accusations:**

27 Students who intentionally falsely accuse an employee of misconduct shall be disciplined  
28 according to District policy. The employee may request that the student be removed from the  
29 employee's work environment.  
30

31 **F. Supervisors:**

32 Supervisors shall at all times conduct themselves with dignity and respect for employees' rights,  
33 duties, and privileges. In their relationships with each employee, every effort shall be made to  
34 avoid words or actions which may be interpreted as ridicule, slander, gossip, or abuse.  
35

36 **G. Civil and Criminal Action:**

37 No retaliation shall be taken against an employee for pursuing criminal or civil action against  
38 students, parents, employees, or community members. For the sections of this article, if the  
39 offending student has an IEP, discipline will be in accordance with the provisions/limitations of  
40 his/her IEP.  
41

42 **H. Whistleblower Protection:**

43 The District shall comply with the School District Board Policy 5271 regarding whistleblower  
44 matters.  
45

46 **I. Safe and Healthy Work Environment:**

47 Each employee covered under this Agreement shall have a safe and healthy work environment  
48 that meets legal standards and job requirements.

1  
2 **Section 3.9. Video Cameras, GPS, and Audio Recordings.**

3 Video cameras, GPS systems, and audio recordings are a tool to provide security for student, staff, and  
4 District property at school buildings. Employees may request to review a recording to assist in  
5 identifying a problem occurring in or around the building with a supervisor present. The presence of  
6 security cameras will be disclosed to the Association upon request.

7  
8 Video, GPS, and audio recordings may be used like any other evidence in cases involving safety  
9 concerns or allegations of employee misconduct but shall not be used to monitor employee  
10 performance without prior approval of the employee and Association. Video will not be monitored by  
11 non-supervisory employees who do not have a job assignment that requires the viewing of the video.  
12  
13

14 **ARTICLE IV**

15 **RIGHTS OF THE ASSOCIATION**

16  
17  
18 **Section 4.1.**

19 The Association has the right and responsibility to represent the interests of all employees in the unit;  
20 to present its views to the District on matters of concern, either orally or in writing; to consult or to be  
21 consulted with respect to the formulation, development, and implementation of personnel relations  
22 matters and practices which are within the authority of the District; and to enter collective negotiations  
23 with the object of reaching an agreement applicable to all employees within the units.  
24

25 **Section 4.2.**

26 The Association shall promptly be notified by the District of any formal grievances or disciplinary  
27 actions of any employee in the units in accordance with the provisions of the discharge and grievance  
28 procedure articles contained herein. The Association is entitled to have an observer at hearings  
29 conducted by any District official or body arising out of grievance and to make known the  
30 Association's views concerning the case.  
31

32 **Section 4.3. Member Information.**

33 The Association officers will have access to relevant information, in the exercise of their  
34 representational duties, upon request at the District business offices during regular business hours in  
35 accordance with state and federal laws and regulations.  
36

37 **1. Notification of New Hires:**

38 The District shall notify PSE of Washington to [membership@pseofwa.org](mailto:membership@pseofwa.org) and the Chapter  
39 President electronically of all new hires through the monthly dues' remittance submission. The  
40 information provided will include name, position, primary work location, job title, job  
41 classification, home address, email, phone number, contracted number of days, and hire date.  
42 The District shall supply an electronic file listing all bargaining unit employees with the above  
43 listed information to PSE of Washington upon request, provided that such lists are not  
44 requested more than four (4) times each calendar year. The District will notify the Chapter  
45 President and PSE Membership Department when personnel updates (Board) report of new  
46 hires, terminations, etc. are available on the School District website.  
47  
48

1  
2 **2. Notification of Resignations, Retirement, and Terminations:**

3 The District shall notify the Association President of any members who either leave the District  
4 or retire. Email notification shall be an acceptable form of notification.  
5

6 **3. Personnel Updates:**

7 Personnel updates (Board reports) of new hires, terminations, etc. will be available to the  
8 Chapter President, Chapter Membership Officer, and to the PSE State Membership Department  
9 on Board Docs.  
10

11 **4. Employee Information:**

12 The District will supply an electronic file listing all bargaining unit employees with the above  
13 listed information in Section 4.3(1) to PSE of Washington upon request, provided that such lists  
14 are not requested more than four (4) times each calendar year.  
15

16 **5. Seniority Lists:**

17 Seniority lists for each job classification will be updated by the Human Resources Department  
18 regularly throughout the calendar year on a shared document.  
19

20 **Section 4.4. Association Business.**

21 The Association reserves and retains the right to delegate any right or duty contained herein to  
22 appropriate officials of the Public School Employees of Washington/SEIU Local 1948.  
23

24 **1. Association Officials:**

25 The Association agrees to provide a current list of Association officers and Trustees to the  
26 Human Resource Executive Director and the Executive Director of Support Services.  
27

28 **2. Visitation Rights:**

29 Visitation rights shall be granted to designated representatives of the Association to visit with  
30 employees in the bargaining unit for purposes of grievance procedures and/or general  
31 information. The visiting representative shall notify the District of his or her arrival and  
32 purpose.  
33

34 **3. Communication Use:**

35 The Association shall have the right to use District mail service, staff mailboxes, and school  
36 email for communications that are not related to work-stoppage and are not disruptive to the  
37 functioning of the District.  
38

39 **4. Equipment/Facility Use:**

40 The Association shall have the right to use District facilities and equipment when such  
41 equipment or facilities are not otherwise in use. District facilities may be used for meetings and  
42 to transact official business, except if the business relates to issues defined as work stoppage.  
43

44 **5. Bulletin Boards:**

45 The District shall provide a bulletin board space at each work site for the use of the  
46 Association. The Association shall have the right to post notices of activities and matters of  
47 Association concern on these bulletin boards. The bulletins posted by the Association are the  
48 responsibility of the officials of the Association. Each bulletin shall be signed by the

1 Association official responsible for its posting. Unsigned notices or bulletins may not be  
2 posted. The District reserves the right to remove the offensive or inappropriate material.  
3

4 **6. Association Leave:**

5 Association representatives shall be granted time off without loss of pay for Association  
6 business. Such time off without loss of pay shall be limited to:  
7

8 **A. PSE Annual Convention:**

9 Up to two (2) bargaining unit members designated by the Union shall receive two (2)  
10 paid release days annually to attend the annual PSE Convention. The District will not be  
11 responsible for any other cost associated with the PSE State Convention. Employees  
12 shall give advance written notice.  
13

14 **B. Time During Working Hours:**

15 Whenever possible shall be allowed Association representatives for attendance at  
16 meetings with the District. Time, whenever possible, shall also be allowed  
17 representatives to discuss with the employee's grievances and appropriate matters  
18 directly related to work situations in their area. Association representatives will guard  
19 against the use of excess time in the handling of such matters and guard against  
20 conferences or meetings between employees and Association hampering the normal  
21 flow of work.  
22

23 **C. Annual Orientation:**

24 The District shall allow Association representatives at least two (2) hours before the  
25 start of school to introduce the Union leadership and review the Collective Bargaining  
26 Agreement during the workday or (in-service) without loss of pay.  
27

28 **D. New Hire Orientation:**

29 For Fall Orientation:

30 The District will provide PSE at least five (5) days' notice of any new employee  
31 orientation, and within twenty-four (24) hours in advance of the orientation will provide  
32 an electronic list of expected participants.  
33

34 For One-on-One Orientations Throughout the Year:

35 The District will provide PSE reasonable access to new employees of the bargaining  
36 unit for the purposes of presenting information about PSE to the new employee.  
37 "Reasonable access" for the purposes of this section means the access to the new  
38 employee occurs within one (1) week of the employee's start date within the bargaining  
39 unit; the access is for no less than thirty (30) minutes; and the access occurs during the  
40 new employee's regular work hours at the employee's regular worksite, or at a location  
41 mutually agreed to by the District and PSE.  
42

43 Each new employee shall be provided a new employee packet the first (1st) week of  
44 employment to contain the following:  
45

- 46 ■ A PSE new hire packet, to be furnished by PSE.  
47  
48

1 **E. PSE/SEIU LOCAL 1948 Release Time:**

2 The Public School Employees of Washington/SEIU Local 1948 may request release  
3 time for employees. The PSE member shall receive full pay and be in every respect an  
4 employee of the District and shall not be denied any rights or privileges had by any  
5 employee. The PSE member shall be returned to her/his position without loss of  
6 benefits or seniority. The PSE member will stay on the School District payroll and  
7 continue to receive her/his benefits from the District. The School District will report and  
8 pay all taxes for the PSE member. All costs associated with the employee's absence will  
9 be reimbursed by PSE/SEIU Local 1948.

10  
11 **ARTICLE V**

12 **APPROPRIATE MATTERS FOR CONSULTATION & NEGOTIATION**

13  
14  
15 **Section 5.1.**

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

19  
20 **Section 5.2.**

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

24  
25 **Section 5.3.**

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

29  
30 **Section 5.4.**

31 Within one hundred eighty (180) days following execution of this Agreement, the District will provide  
32 the Association with complete job descriptions for all employees subject to this Agreement.

33  
34 **Section 5.5.**

35 The District will provide the Association with such amendments, changes, and additions to job  
36 descriptions as they may from time to time occur.

37  
38 **ARTICLE VI**

39 **ASSOCIATION REPRESENTATION**

40  
41 **Section 6.1.**

42 The Association representatives shall represent the Association and employees in meeting with  
43 officials of the District to discuss appropriate matters of mutual interest. They may receive and  
44 investigate to conclusion complaints or grievances of employees on District time when practicable and  
45 thereafter advise employees of rights and procedures outlined in this Agreement and applicable

1 regulations or directives for resolving the grievances or complaints. They may not, however, continue  
2 to advise the employee on courses of action after the employee has indicated that he does not desire to  
3 pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to  
4 conclusion. They may consult with the District on complaints without a grievance being made by an  
5 individual employee.

6  
7 **Section 6.2. Labor Management Committee.**

8 The Labor Management Committee is designed to allow the parties to meet at mutually scheduled  
9 times to discuss appropriate matters that do not require negotiations. The purpose of this committee is  
10 to mutually discuss and resolve appropriate matters. The committee shall consist of designated  
11 representatives of the Association and designated representatives chosen by the District.

- 12  
13 1. Association representatives, when leaving their work, shall first obtain permission from their  
14 immediate supervisor. The employees will report their return to work to their supervisors.  
15  
16 2. If meetings are scheduled during employees' working hours, employees will be compensated at  
17 regular hourly rate.  
18

19  
20 **ARTICLE VII**

21  
22 **HOURS OF WORK**

23  
24 **Section 7.1.**

25 Each employee shall be assigned to a definite shift with designated times of beginning and ending.  
26

27 **Section 7.2.**

28 Shifts shall include a minimum of thirty (30) minutes or a maximum of sixty (60) minutes of  
29 uninterrupted lunch period as near the middle of the shift as is practicable.  
30

31 **Section 7.3.**

32 Employees shall be given a fifteen (15) minute rest period for each four (4) hours of work.  
33

34 Upon returning to work each August, each secretary will meet with his/her supervisor to determine the  
35 work schedule for that school year to confirm start, end, lunch, and break times. This shall also serve  
36 as an opportunity to have a welcome back discussion with the employee.  
37

38 **Section 7.4.**

39 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
40 consecutive days of rest, Saturday and Sunday.  
41

42 **Section 7.5.**

43 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be  
44 changed without prior notice to the employee of one (1) calendar week; provided, however, this notice  
45 may be waived by the employee.  
46



1 **Section 7.6.**

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

6  
7 **Section 7.6.1.**

8 Non-bargaining unit members will not be regularly assigned to perform duties of bargaining  
9 unit members.

10  
11 **Section 7.7.**

12 A paid day will be added to the beginning of the school year for a training day. The date, times, and  
13 agenda will be mutually agreed upon by management and the Association.

14  
15 **Section 7.8. Job Sharing.**

16 Two (2) bargaining unit employees may request their positions be converted to job share status. If the  
17 District agrees, the job share will be implemented. All benefits will be prorated to each of the  
18 employees.

19  
20 If one-half (½) of the position becomes vacant, the remaining job-sharing staff member will revert to  
21 full-time status.

22  
23 **Section 7.8.1.**

24 Job sharing is the only circumstance where a secretarial position will be less than full time,  
25 eight (8) hours per day. Unless a part-time position is required due to funding. Before  
26 implementation, the Association will be notified of any changes.

27  
28 **Section 7.8.2.**

29 When a Head Secretary or ASB Secretary takes a leave of absence of sixty-one (61) days or  
30 more, the Secretaries in that building will have the first opportunity to fill in the vacancy, by  
31 seniority, and receive Head Secretary or ASB Secretary compensation during the duration of  
32 the leave. If the Secretaries in that building decline, the job will be posted in accordance with  
33 Section 1.4(7).

34  
35 **Section 7.9. Emergency School Closure and Delayed Opening.**

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

40  
41 **1. Early Closure:**

42 In the event of an early school closure due to hazardous weather conditions, employees will  
43 remain on duty until their students have been cleared from school properties and then released  
44 from work and not required to make up the rest of their workday.

45  
46 **2. Delayed Opening:**

47 In the event that the opening of school is delayed, employees will attempt to report to work at  
48 the normal time using reasonable caution; tardiness will not result in reduction of pay. The

District and building principals shall use flexibility in accommodating parental responsibilities and personal responsibilities on such days. If, however, an employee feels they cannot report to work, emergency leave, personal leave or deduct can be used at the employee discretion and will be designated in the District leave reporting system by the employee.

**3. School Closure:**

In the event of school closure, employees are not required to report to work. In the event the District fails to make radio, website, and social media announcements a minimum of one (1) hour prior to the time the employee's assigned start time, the District shall compensate employees that check in at their worksite for two (2) hours. After two (2) school closures during the year, employees may work their entire contracted workday with supervisor approval.

**4. In-Person Instruction School Closure:**

In the event that in-person instruction is cancelled and long-distance learning (at home learning) is provided due to a state emergency, the District and Association shall meet to bargain the impact of such in-person instruction school closure.

**5. Makeup School Days:**

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

**6. Waived School Days:**

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

**Section 7.10.**

Employees who notify the District that they are unable to report for work due to inclement weather, will be placed on emergency leave, if available, or be able to use unpaid time at the employees' option.

**Section 7.11. Head Secretary Monthly Meeting.**

District Head Secretaries shall have the opportunity to meet monthly (with the exception of December) for one (1) hour to discuss building procedures, duties, concerns, new information, etc. The bargaining unit President and the Human Resources Director shall co-create the meeting schedule at the start of each year. The meetings will be mandatory for all Head Secretaries; agendas and minutes will be kept and shared with the HR Director.

**Section 7.12. Bank Deposits.**

Time shall be provided during the workday as scheduled with the principal to make bank deposits.

**Section 7.13. Registration Nights.**

Secretaries shall have preferential rights to work evening registration events held in their respective buildings. If additional staff is needed for district-wide registration events, Secretary volunteers will be sought, and seniority rules will apply.

1 **Section 7.14. Job Duties.**

2 Job duties and delegation shall be directed by building supervisors to employees.

3  
4  
5 **ARTICLE VIII**

6  
7 **OVERTIME**

8  
9 **Section 8.1.**

10 In the assignment of overtime, the District agrees to provide the employee with as much advance  
11 notice as practicable in the circumstances. Normally, an employee designated to work overtime on  
12 days outside his/her workweek will be advised of the possibility no later than twenty-four (24) hours  
13 prior to the end of his/her last shift before the overtime commences.

14  
15 If the employee finds the need to work past his/her regular shift, the overtime must be pre-approved by  
16 his/her supervisor. All pre-approved additional hours will be compensated.

17  
18 **Section 8.1.1.**

19 Overtime will be offered first to the building based on seniority, availability, and job specific  
20 skills required. In the event no employee within the building accepts the overtime, the  
21 additional hours will be offered to all Secretarial employees based on seniority.

22  
23 **Section 8.2.**

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

26  
27 **Section 8.3.**

28 All hours worked on the sixth (6th) or seventh (7th) consecutive day shall be compensated at the rate  
29 of one and one-half (1½) times the employee's base pay.

30  
31 **Section 8.4.**

32 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive  
33 workday, shall receive no less than two (2) hours' pay at the appropriate rate.

34  
35 **Section 8.5.**

36 **Secretary Hours:**

- 37 • All Building Secretaries hired before July 1, 2024, will remain eight (8)-hour employees.

38  
39 **New Postings:**

- 40 • When new Secretary positions are posted, the specific hours needed for the position will be  
41 determined by the District and reflected in the job posting.

42  
43 **Applying for New Positions:**

- 44 • If an existing eight (8) hour employee applies for a position that is posted at less than eight (8)  
45 hours, they acknowledge and accept that their hours will change to match the posted hours for  
46 that position upon acceptance.



1 **Section 8.6.**

2 Employees will be paid overtime for working additional hours during parent teacher conferences  
3 unless the employee expressly requests to flex their schedule during the same week of conferences.  
4 The District may not require employees to flex their schedules in order to avoid overtime.

5  
6 In the event employees are needed to stay beyond their normal scheduled hours, employees who work  
7 in excess of forty (40) hours shall have the option of either being compensated at overtime rates for all  
8 hours worked in excess of forty (40) or accruing compensation time at appropriate overtime rates.  
9

10  
11 **ARTICLE IX**

12  
13 **HOLIDAYS & VACATIONS**

14  
15 **Section 9.1.**

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

- |    |    |                                  |                            |
|----|----|----------------------------------|----------------------------|
| 17 | 18 | 1. New Year's Day                | 7. Labor Day               |
| 19 | 20 | 2. Martin Luther King's Birthday | 8. Veterans' Day           |
| 21 | 22 | 3. Presidents' Day               | 9. Thanksgiving Day        |
| 23 | 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  
30 time the holiday occurs. An employee who is on the active payroll on the holiday and has worked  
31 either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the  
32 holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An  
33 exception to this requirement will occur if the employee goes on paid sick leave and is unable to work  
34 on either shift.

35  
36 **Section 9.3. Worked Holidays.**

37 Employees who are required to work on the above described holidays shall receive the pay due them  
38 for the holiday, plus twice their regular rate of pay for all hours worked on such holidays.  
39

40  
41 **ARTICLE X**

42  
43 **SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE, & LEAVE OF ABSENCE**

44  
45 **Section 10.1.**

46  
47 **1. Regular and Full Time Employees:**

48 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



1 work during that year. The employee shall be entitled to the projected number of days of sick  
2 leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of  
3 regular rate of pay applicable to the employee's normal daily work shift; provided, however,  
4 that should an employee's normal daily work shift increase or decrease subsequent to an  
5 accumulation of days of sick leave, sick leave benefits will be paid in accordance with his/her  
6 normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be  
7 expended on an hourly rather than a daily basis. Should an employee use sick leave beyond the  
8 number of days earned or accumulated, and then leave the District's employ, the cost of said  
9 days taken which were paid to the employee shall be deducted from the employee's final check.

10  
11 Employees have the responsibility to notify their supervisor in advance for sick leave absence  
12 reasons that are pre-planned (appointments or surgeries) or as soon as the employee is apprised  
13 of a sudden illness.

14  
15 Recording Leave: Employees are responsible for timely input of any time off into the District's  
16 leave reporting system. Time off should be entered before the absence when possible. Time off  
17 will be entered no later than the employee's return date. Entering time off does not replace  
18 regular notification procedures.

19  
20 A physician statement of illness may be required upon request of the Superintendent or  
21 designee under the following reasons:

- 22  
23 A. When the employee is applying for FMLA, PFML, or Shared Leave.  
24 B. When an illness exceeds five (5) consecutive workdays.  
25 C. If there is a concern that an employee is using sick leave inappropriately.

26  
27 Unpaid Leave: The District expects that all employees stay within their sick leave and personal  
28 leave (when applicable) allocations. Unpaid leave is not an automatic right of employment.  
29 Unpaid leave is allowed under qualifying FMLA, PFML, or childcare leaves. Any non-  
30 approved unpaid leave will be considered an unexcused absence and may be reflected on  
31 annual evaluations and subjected to progressive discipline.

32  
33 **2. Substitute and Temporary Employees:**

34 The District shall provide paid sick leave for substitute and temporary employees according to  
35 state law.

36  
37 **3. Sick Leave Use:**

38 An employee is authorized to utilize sick leave for the following reasons: To provide care for a  
39 family member with mental or physical illness, injury, or health condition; care of a family  
40 member who needs medical diagnosis, care or treatment of a mental or physical illness, injury  
41 or health conditions; or care for a family member who needs preventative medical care needed  
42 to provide care for a family member with a mental or physical illness, injury, or health  
43 condition. Family means any of the following:

- 44  
45 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom  
46 the employee stands in loco parentis, is a legal guardian regardless of age or  
47 dependency status.

1 B. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or  
2 the employee's spouse or registered domestic partner, or a person who stood in loco  
3 parentis when the employee was a minor child.

4  
5 C. A spouse.

6  
7 D. A registered domestic partner.

8  
9 E. A grandparent.

10  
11 F. A grandchild.

12 G.

13 H. A sibling.

- 14  
15 4. The District shall follow all state and federal laws regarding the use paid sick leave for all  
16 employees.

17  
18 **Section 10.1.1. Sick Leave Attendance Incentive Program.**

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

27  
28 **Section 10.1.2.**

29 At the time of separation from school District employment due to retirement or death, an  
30 eligible employee (RCW 28A.400.210) or the employee's estate shall receive remuneration at a  
31 rate equal to one (1) day's current monetary compensation for each four (4) full days accrued  
32 leave for illness or injury.

33  
34 **Section 10.2. Bereavement Leave.**

35 Up to three (3) days in state and up to five (5) days out of state shall be granted with pay following  
36 notification to the building principal for bereavement leave in the event of a death of an immediate  
37 family member or close personal friend. Such leave may be extended by the superintendent.

38 Extensions of bereavement leave will be taken from the employee's sick leave balance. Bereavement is  
39 non-cumulative. Bereavement leave may only be used for three (3) events per year.

40  
41 **Section 10.3. Emergency Leave.**

42 Employees shall be entitled to emergency leave in accordance with RCW 28A.58.100. Emergency  
43 leave shall be granted with pay. Emergency leave may be taken at the employee's discretion due to a  
44 problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve  
45 the necessity for the employee's absence; such leave shall be taken from sick leave. Emergency leave  
46 shall not be taken for personal pleasure or profit or to extend a holiday or for social or recreational  
47 purposes. The employee may also choose to use personal leave for emergency reasons. Employees  
48 must inform their supervisor of the reason for emergency leave in advance.

1 **Section 10.4. Personal Leave.**

2 Employees shall be allowed three (3) days of personal leave per year with pay. The leave may  
3 accumulate up to a maximum of ten (10) and may not be cashed out.

4  
5 If an employee’s personal leave accrues beyond the maximum allowed limit and cannot be carried over  
6 to the next year, the excess amount will be cashed out to VEBA at a rate of 4/1, twenty-five percent  
7 (25%). This cash out will take place at the time of the leave allocation in September, based on the  
8 employee’s rate of pay as of August 31.

9  
10 **Section 10.5. Maternity/ Parental Leave.**

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

13  
14 A. Maternity Leave

- 15
- 16 1. An employee is entitled to use accrued sick, personal, vacation and unpaid leave for
- 17 delivery and recovery after childbirth. The normal period for delivery and recovery after
- 18 childbirth is assumed to be thirty (30) workdays. Use of more than thirty (30) workdays
- 19 of accrued leave for delivery and recovery after childbirth or a pregnancy-related
- 20 disability must be verified by a physician’s note.
- 21
- 22 2. Personal leave and/or a vacation may be accessed beyond the thirty (30) days without a
- 23 physician’s note.
- 24
- 25 3. Any extension of maternity leave beyond the period needed for childbearing and
- 26 recovery shall be granted under parental leave.
- 27

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

32  
33 A. Parental Leave

- 34
- 35 1. An employee shall be allowed to use up to thirty (30) days of accumulated sick leave
- 36 per year for introducing a new child into their family.
- 37
- 38 2. This applies to regular childbirth as well as adoption.
- 39
- 40 3. If the employee does not have enough sick leave, the employee may go on an unpaid
- 41 parental leave. Unpaid parental leave may be extended to sixty (60) days if qualified
- 42 under FLA/FMLA. The employee may continue District sponsored insurance programs
- 43 while on unpaid leave by paying the premiums directly to the District.
- 44

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



1 **Section 10.6. Family Medical Leave.**

2 Each employee shall be entitled to all benefits provided under the Family Medical Leave Act as  
3 provided by state or federal statute. More information can be found at [www.paidleave.wa.gov](http://www.paidleave.wa.gov).

4  
5 **Section 10.7. Jury Duty and Subpoena Leave.**

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

8  
9 An employee will be granted a maximum of two (2) days leave if subpoenaed as a witness in court or  
10 other legal proceedings; provided that a leave with pay shall not be granted to an employee for a case  
11 brought or supported by a staff member, union, or association for a case in which the staff member has  
12 a direct or indirect interest in the proceedings.

13  
14 On any day that an employee is released from jury duty or as a witness by the court and four (4) or  
15 more hours of the employee’s scheduled workday remains, the employee is to inform his/her  
16 supervisor and report to work if requested to do so.

17  
18 The Superintendent or designee may extend the definition and intent of the subpoena leave policy on  
19 an individual basis.

20  
21 **Section 10.8. Leave of Absence.**

- 22 1. Upon recommendation of the immediate supervisor or as requested by an employee through  
23 administrative channels to the Superintendent, and upon approval of the Board of Directors, an  
24 employee may be granted an extended leave of absence for a period not to exceed one (1) year.  
25  
26 2. The returning employee will not necessarily be assigned to the identical position occupied  
27 before the leave of absence. However, provided a vacancy exists for which the employee is  
28 qualified, the employee shall be reinstated to a position equivalent in duties and salary to that  
29 held at the time the request for leave of absence was approved.  
30  
31 3. The employee will retain accrued sick leave and vested vacation rights while on leave of  
32 absence. However, vacation credits and sick leave shall not accrue while the employee is on  
33 leave of absence.

34  
35 **Section 10.9. Faith or Conscience Leave.**

36 All employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or  
37 conscience or an organized activity conducted under the auspices of a religious denomination, church,  
38 or religious organization. The District must allow the employee to take unpaid leave for up to two (2)  
39 such holidays unless the employee’s absence would impose an undue hardship on the Employer, or the  
40 employee is necessary to maintain public safety.

41  
42 In determining whether the employee’s absence would result in an undue hardship to the District, the  
43 district must make a case by case determination based on the specific objective facts and  
44 circumstances. (Reference RCW 1.16.050, RCW 43.41.109, and WAC 82-56-030).

45  
46 **Section 10.10. Washington Paid Family Medical Leave.**

47 Beginning September 1, 2020, the District shall comply with the provisions or premium payments of  
48 the Washington State Paid Family and Medical Leave.





1  
2 Eligible employees may access up to twelve (12) weeks of paid family or medical leave to care for an  
3 eligible family member experiencing an illness or medical event as per the guidelines of the  
4 Washington Family and Medical Leave. More information can be found at [www.paidleave.wa.gov](http://www.paidleave.wa.gov).

5  
6  
7 **ARTICLE XI**

8  
9 **SENIORITY**

10  
11 **Section 11.1.**

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

14  
15 **Section 11.1.1.**

16 In the event of a tie in seniority, the date of the application and the time stamp on the  
17 application when hired into continuous daily employment as a bargaining unit member shall be  
18 used to establish seniority. Drawing of lots shall be used to determine relative placement of  
19 employees when the hire date and application date is identical.

20  
21 **Section 11.2.**

- 22 1. The seniority rights of an employee shall be lost for the following reasons:  
23 2. Resignation.  
24 3. Discharge for any reason contained in this Agreement.  
25 4. Retirement.  
26 5. Change in job classification within the bargaining unit, as hereinafter provided.

27  
28 **Section 11.3.**

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

- 30  
31 1. Time lost by reason of industrial accident, industrial illness, or jury duty.  
32  
33 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United  
34 States.  
35  
36 3. Time spent on other authorized leaves of absence, not to exceed one (1) year.  
37  
38 4. An employee leaves the bargaining unit to work in another bargaining unit within the School  
39 District will retain their seniority for one (1) year.

40  
41 **Section 11.4.**

42 Seniority rights shall be effective within the general job classification. As used in this Agreement,  
43 general job classifications are those set forth in Article I, Section 1.3.

44  
45 **Section 11.5.**

46 The employee with the earliest hire date shall have preferential rights regarding shift selection,  
47 vacation periods, special services (including overtime), promotions, assignment to new or open jobs or  
48 positions, and layoffs when ability and performance are substantially equal with those individuals

1 junior to him. If the District determines that seniority rights should not govern because a junior  
2 employee possesses ability and performance substantially greater than a senior employee or senior  
3 employees, the District, if so requested by the senior employee or employees who have been bypassed,  
4 shall set forth in writing to the employee or employees and the organization's grievance committee  
5 chairman its reasons why the senior employee or employees have been bypassed.

6  
7 **Section 11.6.**

8 An employee who changes job classifications within the bargaining unit shall retain his/her hire date in  
9 the previous classification for a period of one (1) year, notwithstanding that he has acquired a new hire  
10 date and a new classification.

11  
12 **Section 11.7.**

13 The District shall publicize the availability of open positions for a minimum of five (5) workdays after  
14 the Chapter is apprised of the opening. Secretaries within the bargaining unit will have preferential  
15 rights to new or open positions.

16  
17 **Section 11.8. Head Secretary and ASB Secretary Selection Process.**

18 In making determinations regarding the Head Secretary position, the District will utilize the following  
19 criteria to make its determination of relative ability and performance according to  
20 Article XI: Seniority, experience (Direct and related), tests (where applicable), interview scores,  
21 discipline history, and performance evaluations.

22  
23 **1. Interviews:**

24 The district shall interview/test up to the top three (3) bargaining unit candidates on the  
25 seniority list who have applied and meet the required qualifications of the position. When  
26 external applicants meeting the required qualifications of the position are interviewed/tested, all  
27 bargaining unit applicants who meet the required qualifications of the position shall be  
28 interviewed/tested. Interviewers will independently score the responses to interview questions  
29 while the applicant is answering questions.

- 30  
31 A. Interview Team will include Building Representative (if applicable), Department  
32 Supervisor(s) (if applicable) and one (1) Bargaining Unit Board Member.
- 33  
34 B. The answer to each question will be scored 1-10 points (1 = a poor response and 10 = an  
35 excellent response).
- 36  
37 C. Each interview team member will have a score sheet and space to write notes on the  
38 score sheets.
- 39  
40 D. The Final Interview score will be the percentage of points received of the amount of  
41 overall points available and converted to a point scale of 1-10.

42  
43 **2. Skills Test:**

- 44 A. Any skill testing or interviews conducted as a part of the application process will be  
45 equally administered to all candidates and will be based on the required qualifications  
46 found in the job description for the position. Interviews and skills testing shall be  
47 administered in the same environment and free from surrounding distractions.  
48 Employees will be allowed to use the same resources available to them on the job site.

1 All applicants will be given two (2) workdays notice before any interview or skills test.  
2 The District will provide accommodations for applicants with learning disabilities  
3 according to the American Disabilities Act.  
4

5 B. The Final Skills Test score will be the percentage of points received of the amount of  
6 overall points available and converted to a point scale of 1-10.  
7

8 C. Any secretary who has been tested within the last five (5) years does not need to retest  
9 unless the employee would like to improve his/her score. Current employees may  
10 request the skill categories that will be tested.  
11

### 12 **3. Other Scoring:**

#### 13 A. Unapproved unpaid leave in the past three years:

- 14 ■ Zero (0) Days = Ten (10) points
- 15 ■ One to two (1-2) Days = Five (5) points
- 16 ■ Three (3) or more Days = Zero (0) points  
17

#### 18 B. Discipline history:

- 19 ■ No negative discipline history = Ten (10) points
- 20 ■ One (1) verbal reprimand = Five (5) points
- 21 ■ Two (2) or more verbal reprimands, one (1) or more written reprimands or one  
22 (1) or more suspensions = Zero (0) points  
23

#### 24 C. Performance History (over the past 3 years):

- 25 ■ Three (3) or more unsatisfactory = Zero (0) points
- 26 ■ One to two (1-2) unsatisfactory marks = Five (5) points
- 27 ■ No unsatisfactory marks = Ten (10) points  
28

#### 29 D. Seniority:

- 30 ■ One to ten (1-10) years = Five (5) points
- 31 ■ Eleven to twenty (11-20) years = Seven (7) points
- 32 ■ Twenty-one (21) + years = Ten (10) points

33 Final scoring of applicants shall be the total number of points earned in the following above  
34 six (6) categories for a total of sixty (60) possible points.  
35  
36

## 37 **ARTICLE XII**

### 38 **LAYOFF / RECALL PROCEDURES**

#### 39 **Section 12.1**

40 The District shall provide the Association the positions to be eliminated no later than the last day of  
41 school.  
42

#### 43 **Section 12.2**

44 Employees who have been placed in layoff status will retain seniority within the bargaining unit for  
45 one (1) calendar year. It is the employee's responsibility to apply for open positions. Employees in  
46 layoff status that apply for open positions will be considered, by seniority, before outside candidates.  
47  
48

1 **Section 12.3**

2 Placement on the substitute list will be optional for laid off employees. Employees in lay off status will  
3 notify the Human Resources Office of their intent to substitute.  
4

5 **Section 12.4**

6 An employee on layoff status who fails to apply for open positions or rejects an offer of employment in  
7 a substantially similar position that was held immediately prior to layoff will forfeit seniority and all  
8 other accrued benefits. The offered position must be substantially similar in terms of duties and  
9 compensation.  
10

11  
12 **ARTICLE XIII**

13  
14 **DISCIPLINE & DISCHARGE OF EMPLOYEES**  
15

16 **Section 13.1. Discipline.**

17 The District may discipline or discharge an employee for justifiable cause. The issue of justifiable  
18 cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District  
19 has reason to discipline an employee, it shall be done in private. The following progression of  
20 employee discipline shall generally be followed: verbal warning, written reprimand, suspension,  
21 termination.  
22

- 23 1. The specific grounds forming the basis for disciplinary action must be made available to the  
24 employee before the meeting. Any disciplinary action or measure imposed upon an employee  
25 may be processed as a grievance through the regular grievance procedure. If the Employer has  
26 reason to discipline an employee, it shall be done in a manner that will not embarrass the  
27 employee before other employees or the public.  
28
- 29 2. Each employee has the right, during an investigatory interview which the employee reasonably  
30 believes may result in discipline, to request the presence of an Association representative  
31
- 32 3. Employees may rebut any disciplinary material placed in their personnel files.  
33

34 **Section 13.2. Notification to Non-Annual Employees.**

35 This section is intended to be applicable to regular Classified Employees only.  
36

37 **Section 13.2.1.**

38 Should the District decide to discharge any non-annual employee, the employee shall be so  
39 notified in writing prior to the expiration of the school year.  
40

41 **Section 13.2.2.**

42 Nothing contained herein shall be construed to prevent the District from discharging an  
43 employee for acts of misconduct occurring after the expiration of the school year.  
44

45 **Section 13.2.3.**

46 Nothing contained in this section shall in any regard limit the operation of other sections of this  
47 Article.  
48



1 **Section 13.3.**

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

5  
6 **ARTICLE XIV**

7  
8 **EMPLOYEE EVALUATIONS**

9  
10 **Section 14.1. Evaluation Procedure.**

11 *Evaluations Objective:*

12 The evaluation procedure provides for a growth mindset to be maintained by all parties toward the  
13 development and improvement of the District. The evaluation procedure recognizes high levels of  
14 performance and encourages improvement in specific identifiable areas and provides support for  
15 professional growth through the systematic assessment of employee performance.  
16

17  
18 The Supervisor shall perform Evaluations at least once during the school year. Evaluations must be  
19 given to employees before June 20<sup>th</sup> annually.  
20

- 21 1. Probationary employees will be evaluated within the first (1st) ninety (90) days of employment.
- 22
- 23 2. Evaluation conferences will be conducted in private. Employees may request a copy of the  
24 signed evaluation one (1) workday prior to the conference.
- 25
- 26 3. Employee shall have an opportunity to attach written comments to their evaluation.  
27

28 **Section 14.2. Training Evaluators.**

29 All assigned evaluators will be trained in the evaluation objectives and process.  
30

31 **Section 14.3. Plan of Improvement.**

32 Supervisors shall share feedback on areas of performance that need to be improved.

33 When supervisors identify significant performance deficiencies that are remediable a written plan of  
34 improvement may be provided for non-probationary employees. Such feedback shall be shared through  
35 discussions or in documents and be separate from the evaluation form. Such plans will identify the  
36 following:  
37

- 38 1. Area needing improvement
- 39 2. Expectations for improvement
- 40 3. Assistance to be provided (where applicable)  
41

42 A minimum of a ten (10) week timeline will be provided for the employee to demonstrate  
43 improvement. Supervisors must meet with the employee at least once every ten (10) workdays to  
44 review the employee’s performance. Appropriate support and training will be provided by the district.  
45  
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**ARTICLE XV**

**TRANSFER OF PREVIOUS EXPERIENCE**

**Section 15.1.**

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

**Section 15.2.**

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

**ARTICLE XVI**

**RETIREMENT**

**Section 16.1.**

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

**Section 16.2.**

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

**ARTICLE XVII**

**INSURANCE**

**Section 17.1.**

Beginning January 1, 2020, and each year thereafter, the Employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State Law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of Employer funding will be payment of the retiree carve-out for all eligible employees.

**Section 17.2.**

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

**Section 17.3.**

The Employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year. The district will not purposefully limit an employee's hours to prevent SEBB eligibility.

1 **Section 17.4.**

2 The District agrees to provide information about SEBB insurance plans to eligible employees during  
3 the school year (as required or recommended by SEBB) and at each open enrollment period.  
4

5 **Section 17.5. VEBA.**

6 The District has adopted the Voluntary Employee Beneficiary Association (VEBA) pursuant to  
7 applicable RCW and agree to make contributions to VEBA on behalf of all employees in the unit. The  
8 District shall contribute twenty-five dollars (\$25.00) per month to a VEBA account for each SEBB  
9 eligible employee covered by the provisions of this Collective Bargaining Agreement.  
10

11  
12 **ARTICLE XVIII**

13  
14 **VOCATIONAL TRAINING**  
15

16 **Section 18.1.**

17 It is mutually agreed that the Association and the District will cooperate in developing in-service  
18 programs needed by the District and Association members  
19

20 **Section 18.2.**

21 All employees who attend District required classes (i.e., First Aid training, etc.), programs, or  
22 meetings, will be compensated for the time spent at these required functions at the employee's hourly  
23 rate. (If overtime is involved, Section 8.2 applies)  
24

25 **Section 18.3. Tuition reimbursement.**

26 For each year of the contract, the District shall provide tuition reimbursement. Secretaries seeking  
27 tuition reimbursement will submit requests to the Human Resources Department, for pre-approval.  
28

- 29 1. Each employee will be eligible for a maximum six hundred dollars (\$600.00) per year.
- 30 2. Tuition reimbursement will cover tuition and related textbooks, supplies, and materials.
- 31 3. Tuition reimbursement can be used for repayment of loans, limited solely to verified tuition  
32 costs. The District will make reimbursement checks payable to the employee and holder of the  
33 loan.  
34  
35  
36

37 **Section 18.4.**

38 Secretary Personnel with an AA or greater degree will receive an additional fifty cents (\$0.50) per  
39 hour. Secretary Personnel hired before 9/1/2020 with an Early Childhood Education/Para Degree will  
40 receive an additional ten cents (\$0.10) per hour. Beginning September 1, 2020 employees will be  
41 eligible for both salary enhancements.  
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## ARTICLE XIX

### ASSOCIATION MEMBERSHIP PAYROLL DEDUCTION

#### **Section 19.1. Association Dues. (Reference RCW 41.56.110)**

The Association, which is the legally recognized Exclusive Bargaining Representative of the classified staff as described in the recognition clause of this Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form, E-signature or voice authorization of dues deduction and authorization form), an amount equal to the fees and dues required for membership in the Association.

The PSE State Office will be the custodian of the records related to dues authorization and they agree that, as the custodian of the records, they have the responsibility to ensure the accuracy and safe keeping of those records. Any changes in the rate of membership dues will require at least thirty (30) days' written notice to the Payroll Department.

#### **Section 19.2.**

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

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

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

#### **Section 19.2.1.**

In addition to the fees already collected, the Association has voted to assess a six dollar (\$6.00) annual fee to be used for local chapter operations. Such fees shall be deducted from each member's January paycheck and forwarded to the Association President.

#### **Section 19.3.**

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

#### **Section 19.4. Association Membership.**

Employees who have affirmatively consented to joining the Association shall maintain their membership during the term of this Agreement unless the employee revokes membership. An employee may revoke their membership by contacting the Association in accordance with Section 18.2. Association membership is optional for employees.

#### **Section 19.5. Political Action Committee.**

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



1 check separate from the Union dues transmittal checks. Section 21.1 of the Collective Bargaining  
2 Agreement shall apply to these deductions.

3  
4 The employee may revoke the request at any time. At least annually, the employee shall be notified  
5 about the right to revoke the request by the Public School Employees of Washington/SEIU Local 1948.

6  
7 **Section 19.6. Electronic Signature.**

8 The parties acknowledge and agree that the term “written authorization” as provided in this Agreement  
9 includes authorizations created and maintained by the use of electronic records and electronic  
10 signatures consistent with state and federal law. The association therefore may use electronic records  
11 to verify membership, authorization for voluntary deduction of dues and fees from wages or payments  
12 for remittance of COPE funds subject to requirements of state and federal law. The Employer shall  
13 accept confirmations from the association that the association possesses electronic records of such  
14 membership and give full force and effect to such authorizations as “written authorization” for  
15 purposes of this Agreement.

16  
17  
18 **ARTICLE XX**

19  
20 **GRIEVANCE PROCEDURE**

21  
22 **Section 20.1.**

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

26  
27 **Section 20.2. Grievance Steps.**

28  
29 **Section 20.2.1.**

30 The employee shall first discuss the grievance with his/her immediate supervisor. If the  
31 employee wishes, he may be accompanied by an Association representative at such discussion.  
32 All grievances not brought to the immediate supervisor in accordance with the preceding  
33 sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject  
34 to no further processing.

35  
36 **Section 20.2.2.**

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

- 40  
41 A. The facts on which the grievance is based.  
42 B. A reference to the provisions in this Agreement which have been allegedly violated.  
43 C. The remedy sought.

44  
45 The employee shall submit the written statement of grievance to his/her immediate supervisor  
46 for reconsideration and shall submit a copy to the official in the Administration responsible for  
47 personnel. The parties will have ten (10) workdays from submission of the written statement of

1 grievance to resolve it by indicating on the statement of grievance the disposition. If an  
2 agreeable disposition is made, all parties to the grievance shall sign it.

3  
4 **Section 20.2.3.**

5 If no settlement has been reached within the ten (10) days referred to in the preceding  
6 subsection, a written statement of grievance shall be submitted within ten (10) workdays to the  
7 District Superintendent or his/her designee. After such submission, the parties will have ten  
8 (10) workdays from submission of the written statement of grievance to resolve it by indicating  
9 on the statement of grievance the disposition. If an agreeable disposition is made, all parties to  
10 the grievance shall sign it.

11  
12 **Section 20.2.4.**

13 If no settlement has been reached within the ten (10) days referred to in the preceding  
14 subsection, and the Association believes the grievance to be valid, the employee may request  
15 arbitration of the grievance using the expedited Labor Arbitration Rules of the American  
16 Arbitration Association. The cost of arbitration shall be shared by both parties equally. The  
17 decision of the arbitrator shall be final and binding on both parties.

18  
19 **Section 20.3.**

20 The grievance or mediation discussions shall take place whenever possible on school time and in a  
21 mutually agreeable school District facility or in the local community. The Employer shall not  
22 discriminate against any individual employee or the Association for taking action under this article.

23  
24  
25 **ARTICLE XXI**

26  
27 **SALARIES & COMPENSATION**

28  
29 **Section 21.1.**

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

32  
33 **Section 21.2.**

34 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms  
35 and conditions of Section 22.3. Should the date of execution of this Agreement be subsequent to the  
36 effective date, salaries, including overtime, shall be retroactive to the effective date.

37  
38 **Section 21.3.**

39 Retroactive pay, where applicable, shall be paid on the first (1st) regular pay day following execution  
40 of this Agreement, if possible, or in the case of retroactive pay resulting from negotiations pursuant to  
41 Section 23.3, on the first regular pay day following agreement, if possible.

42  
43 **Section 21.4.**

44 Employees who are required to work in two (2) or more locations and drive their own vehicles, shall  
45 be reimbursed mileage at the prevailing state rate. All other mileage compensation will require prior  
46 approval by the District office.

1 **Section 21.5.**

2 Employees requested to work a shift regularly filled by a higher classification employee shall receive  
3 compensation equal to that normally received by the employee in the higher classification. The  
4 employee will receive compensation on the start of the fifth (5th) day retroactively to the first (1st)  
5 day. Assignments shall be awarded by District seniority within the building. Employees requested by  
6 the supervisor to work a shift regularly filled by a lower paying classified employee shall receive the  
7 employee’s higher current rate.

8  
9 **Section 21.6.**

10 Bilingual Secretaries will be paid an additional fifty cents (\$0.50) per hour as a salary enhancement.  
11 The enhancement removes all additional translation pay from the contract. The bilingual ability of  
12 secretaries hired after 9/1/2020 will be assessed by the district during the hiring process. Bilingual  
13 Secretaries hired prior to September 1, 2020, shall be grandfathered and exempt from the bilingual  
14 assessment.

15  
16 **Section 21.7.**

17 Professional dues (WAEOP) shall be paid by the Employer.  
18  
19

20 **ARTICLE XXII**

21  
22 **SEPARABILITY OF PROVISIONS**

23  
24 **Section 22.1.**

25 If any provision of this Agreement or the application of any such provision is held invalid, the  
26 remainder of this Agreement shall not be affected thereby.  
27

28 **Section 22.2.**

29 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with  
30 state or federal statutes or regulations promulgated pursuant thereto.  
31

32 **Section 22.3.**

33 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,  
34 such provision shall be renegotiated pursuant to Section 23.3.  
35  
36

37 **ARTICLE XIII**

38 **TERMS & CONDITIONS OF AGREEMENT**

39  
40  
41 **Section 23.1.**

42 The term of this Agreement shall be September 1, 2024, to August 31, 2028.  
43

44 **Section 23.2.**

45 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
46 notwithstanding its execution date, except as provided in the following section.  
47



1 **Section 23.3.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
3 parties in writing. This Agreement shall be reopened annually to negotiate insurance and as necessary,  
4 to consider the impact of any legislation enacted following the execution of the Agreement which  
5 arguably may affect the terms and conditions herein or create authority to alter personnel practices in  
6 public employment. In the event that the legislature appropriates and funds the implicit price deflator  
7 (IPD) wage increase for classified employees during the term of this agreement, the IPD shall be  
8 inclusive of the negotiated increases.

9  
10 Wages shall be adjusted as follows:

- 11 • 2024-2025 1% plus 3.7% IPD = (4.7%)
- 12 • 2025-2026 3% or IPD whichever is greater.
- 13 • 2026-2027 3% or IPD whichever is greater.
- 14 • 2027-2028 3% or IPD whichever is greater.

15  
16  
17 ASB Secretaries will have a new line on the Schedule A, the salary will increase by one dollar and fifty  
18 cents (\$1.50).

19  
20 The longevity incentive listed on Schedule A is for continuous employment with the Sunnyside School  
21 District.

22  
23  
24  
25  
26 **SIGNATURE PAGE**

27  
28  
29 PUBLIC SCHOOL EMPLOYEES OF  
30 WASHINGTON / SEIU LOCAL 1948

31  
32 SUNNYSIDE SECRETARIES / CLERICAL  
33 CHAPTER #408

34  
35 BY:  /E-signed by Juana Juarez/  
36 Juana Juarez, Chapter President

37  
38  
39 SUNNYSIDE SCHOOL DISTRICT #201

40  
41 BY:  /E-signed by Ryan Maxwell/  
42 Ryan Maxwell, Superintendent

43  
44  
45 DATE:  08/31/24

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47  
48 DATE:  08/29/24

49  
50 BY:  /E-signed by Kris Diddens/  
51 Kristine Diddens,  
52 Human Resources Executive Director

53  
54  
55 DATE:  08/29/24



**SCHEDULE A 2024 – 2025**

<b><u>2024-2025</u></b> 1.0% + 3.7% IPD per Bargained Agreement	<b>Duty Days</b>	<b>Hourly Rate</b>	<b><u>Year 7</u></b> Base + Add'l \$.35 Longevity	<b><u>Year 15</u></b> Base + Add'l \$.70 Longevity	<b><u>Year 20</u></b> Base + Add'l \$1.00 Longevity
Head Secretary	215-220	\$28.91	\$29.26	\$29.61	\$29.91
ASB/Activities Secretary	215	\$27.72	\$28.07	\$28.42	\$28.72
Secretary	215	\$26.22	\$26.57	\$26.92	\$27.22
Sub Secretary		\$18.74			

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

<b><u>2025-2026</u></b> 3.0% or IPD whichever is greater per Bargained Agreement	<b>Duty Days</b>	<b>Hourly Rate</b>	<b><u>Year 7</u></b> Base + Add'l \$.35 Longevity	<b><u>Year 15</u></b> Base + Add'l \$.70 Longevity	<b><u>Year 20</u></b> Base + Add'l \$1.00 Longevity
<i>*Salary schedule will be created after State approves Implicit Price Deflator (IPD).</i>					
<i>*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.</i>					

<b><u>2026-2027</u></b> 3.0% or IPD whichever is greater per Bargained Agreement	<b>Duty Days</b>	<b>Hourly Rate</b>	<b><u>Year 7</u></b> Base + Add'l \$.35 Longevity	<b><u>Year 15</u></b> Base + Add'l \$.70 Longevity	<b><u>Year 20</u></b> Base + Add'l \$1.00 Longevity
<i>*Salary schedule will be created after State approves Implicit Price Deflator (IPD).</i>					
<i>*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.</i>					

<b><u>2027-2028</u></b> 3.0% or IPD whichever is greater per Bargained Agreement	<b>Duty Days</b>	<b>Hourly Rate</b>	<b><u>Year 7</u></b> Base + Add'l \$.35 Longevity	<b><u>Year 15</u></b> Base + Add'l \$.70 Longevity	<b><u>Year 20</u></b> Base + Add'l \$1.00 Longevity
<i>*Salary schedule will be created after State approves Implicit Price Deflator (IPD).</i>					
<i>*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.</i>					



1 **MEMORANDUM OF UNDERSTANDING**

2  
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN  
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, SUNNYSIDE  
5 SECRETARIES / CLERICAL PSE CHAPTER AND THE SUNNYSIDE SCHOOL DISTRICT #201  
6 PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
7

8  
9 The parties agree to the following:  
10

11  
12 During negotiations for the 2024-2027 Collective Bargaining Agreement, **Section 17.5 PowerSchool**  
13 **University** was removed.  
14

15 Per contract language in the 2020-2024 Collective Bargaining Agreement **Section 17.5 PowerSchool**  
16 **University**, Secretaries who attain the PowerSchool Front office certification shall receive an  
17 additional fifty cents (\$.50) per hour. Marcy completed and received her PowerSchool Front Office  
18 Certification before the 2020-2024 Collective Bargaining Agreement expired.  
19

20 Marcy Guerrero shall be grandfathered in to receive an additional fifty cents (\$.50) per hour due to  
21 completing the job-related Certification: PowerSchool Certification-Front Office.  
22  
23  
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28 This Memorandum of Understanding shall be effective September 1, 2024 and shall be attached to the  
29 current Collective Bargaining Agreement.  
30  
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34

35 PUBLIC SCHOOL EMPLOYEES OF  
36 WASHINGTON / SEIU LOCAL 1948

37  
38 SUNNYSIDE SECRETARIES / CLERICAL  
39 CHAPTER

40  
41 BY: */e-signed by Juana Juarez/*  
42 Juana Juarez, Chapter President

SUNNYSIDE SCHOOL DISTRICT #201

43 BY: */e-signed by Kris Diddens/*  
44 Kris Diddens,  
45 Executive Director of Human Resources

46 DATE: *11/13/24*

47 DATE: *11/13/24*  
48

