

COLLECTIVE BARGAINING AGREEMENT BETWEEN

WAPATO SCHOOL DISTRICT #207

AND

**PUBLIC SCHOOL EMPLOYEES OF WAPATO
WAPATO ASSOCIATION OF CUSTODIAL, MAINTENANCE,
TRANSPORTATION, FOOD SERVICE, AND PARAEDUCATOR**

SEPTEMBER 1, 2022 - AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948

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3 **DECLARATION OF PRINCIPLES**

- 4 1. Participation of employees in the formulation and implementation of personnel policies affecting
5 them contributes to effective conduct of school business.
- 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 in
11 the formulation and implementation of policies and procedures affecting the conditions of their
12 employment.
13
- 14 4. Effective employee-management cooperation requires a clear statement of the respective rights and
15 obligations of the parties hereto.
16
- 17 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
18 of the District and the well-being of employees within the spirit of the Public Employees Collective
19 Bargaining Act, to establish a basic understanding relative to personnel policies, practices, and
20 procedures, and to provide means for amicable discussion and adjustment of matters of mutual
21 interest.
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24

25 **PREAMBLE**

26
27 This Agreement is made and entered into between Wapato School District Number 207 (hereinafter
28 "District") and Wapato Association of Custodial, Maintenance, Transportation, Food Service, and
29 Paraeducators, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter
30 "Association").
31

32 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
33 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
34 parties agree as follows:
35
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37

38 **ARTICLE I**

39 **RECOGNITION AND COVERAGE OF AGREEMENT**

40
41
42 **Section 1.1.**

43 The District hereby recognizes the Association as the exclusive representative of all employees in the
44 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of
45 representing the interests of all such employees.
46
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48



1 **Section 1.2.**

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

5
6 **Section 1.3.**

7 Descriptions for all positions subject to this Agreement are available at the District office. Modification
8 of existing positions, or the creation of new positions, shall require reopening of this Agreement
9 pursuant to Article XVII, Section 17.3. for the purpose of bargaining any impact of such a change and
10 determining the appropriate rate of pay for that position.

11
12 **Section 1.4.**

13 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
14 the following general job classifications: Custodial, Maintenance, Transportation, Food Service,
15 Paraeducators, and Non-instructional Paraeducators. Excluded: Supervisor of Transportation,
16 Supervisor of Maintenance, Supervisor of Custodians and Supervisor of Food Service, and all other
17 District staff represented by another bargaining unit.

18
19 **Section 1.5.**

20 Substitute employees doing bargaining unit work who work more than one-sixth (1/6th) of a normal
21 academic or calendar year depending on the type of work they are performing per year in any twelve
22 (12) month period and continue to be available for work shall be included in the bargaining unit.
23 Substitute employees shall be eligible to participate in Washington State Public Employees Retirement
24 System to the extent allowed by state law. Bargaining unit substitutes shall be paid in accordance with
25 the entry rate of pay on Schedule A and shall have rights under the following provisions of the CBA
26 Article III, Section 7.3., Section 7.4., Section 9.1.1., Article XV, and Article XVI.

27
28 **Section 1.6. Definitions.**

29 Unless the context in which they are used clearly requires otherwise, when used in the Agreement the
30 following terms are defined:

- 31
- 32 A. Agreement shall mean the Collective Bargaining Agreement signed by the parties.
 - 33
 - 34 B. Contract shall mean the individual contract issued to each employee.
 - 35
 - 36 C. Except as otherwise specifically defined, the term “day” shall mean school day, except during
37 summer when it shall mean weekday except for holidays.
 - 38
 - 39 D. Employee shall mean a person employed in the bargaining unit.
 - 40
 - 41 E. Parties shall mean the District and the Association as co-signers of the Agreement.
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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

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

Section 2.3.

When necessary, or requested, the District will inform the employee of plans and/or programs available in the Wapato-Yakima area that could help at risk employees.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

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

1 District as hereinafter provided. When asked to a meeting the employee has the right to ask and be told
2 the subject matter of the meeting. If the employee reasonably believes the meeting might result in
3 disciplinary action other than to give notice of concern/counseling, he/she may request Association
4 representation.

5
6 **Section 3.4.**

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

9
10 **Section 3.5.**

11 Neither the District, nor the Association, shall discriminate against any employee subject to this
12 Agreement on the basis of domicile, race, creed, color, national origin, sex, sexual orientation
13 including gender expression or identity, religion, age, marital status, honorably-discharged veteran or
14 military status, or the presence of any sensory, mental, or physical disability, or the use of a trained
15 guide dog or service animal by a person with a disability with respect to a position, except as otherwise
16 provided by law.

17
18 **Section 3.6.**

19 Night/Swing shift employees shall be allowed to attend four (4) chapter meetings per year during their
20 work shift, provided the time is made up and/or shift is completed and is pre-approved by their
21 supervisor forty-eight (48) hours in advance. The forty-eight (48) hour pre-approval requirement may
22 be waived by the supervisor.

23
24 **Section 3.7. Personnel Files.**

25
26 **A – Personnel Files**

- 27 • Personnel files are confidential and shall be available for inspection only by the
28 District's management and the individual employee, except as provided by law.
 - 29 • By prior appointment, an employee shall have the opportunity to review the contents of
30 his/her file and copy, the materials within the file.
 - 31 • A review of the personnel file will be supervised by the H.R. Director/designee(s). The
32 employee may request an additional individual, chosen by the employee, be present for
33 the file review.
 - 34 • The employee shall have an opportunity to attach written comments to anything in
35 his/her file.
 - 36 • The personnel file is a District file and shall be maintained in the District's Human
37 Resources Office.
 - 38 • Upon request of the employee derogatory material placed in a personnel files will be
39 removed after three (3) years provided there has been no related incident to the material
40 being removed and provided removal will not violate provisions of RCW 11
41 28A.400.301. Non-disciplinary letters of correction or direction may be placed in an
42 employee's personnel file but shall be removed after two (2) calendar years upon
43 request, provided that the employee has not received any discipline regarding the issue
44 addressed in the letter during that period of time.
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1 **B – Medical Files**

- 2 • Confidential medical information will be kept in separate, confidential medical files,
- 3 which will be maintained in a secure location with limited access consistent with
- 4 applicable laws.
- 5 • By prior appointment, an employee shall have the opportunity to review the contents of
- 6 his/her medical file and copy of materials within the file.

7
8 **C – Supervisor Files**

- 9 • An employee’s supervisor may maintain a supervisory file at his/her work site.
- 10 • The supervisory file is kept for the purpose of containing material pertinent to the
- 11 employee’s performance and for completion of an employee’s evaluation(s).
- 12 • The supervisory file will be open for review by the employee upon request of the
- 13 employee to set a mutually agreeable time for such review. The employee may choose
- 14 to have a representative present.
- 15 • The supervisor’s file may be maintained for no longer than two (2) years.

16
17 **D – Other Materials**

- 18 • Other materials include confidential files on grievances and litigation.
- 19 • These materials will be kept separate from other District files.

20
21 **E – Applicability of Public Disclosure Laws**

- 22 • Nothing in this agreement precludes the District from providing documents in
- 23 accordance with public disclosure laws. The District will notify the employee prior to
- 24 the release of any requested document(s).

25
26 **Section 3.8. Catheterization and Parent Designated Adult Volunteers**

27 The District will follow the state laws regarding employees delegated to administer medications or
28 performing intermittent bladder catheterizations.

- 29
30 A. No employee will be required to perform such duties unless indicated on their job description
- 31 when hired or thereafter amended, unless the employee volunteers to do so in writing and is
- 32 properly trained as per state law.
- 33
34 B. No employee shall be required to volunteer as a “parent designated adult” in accordance with
- 35 RCW 28A.210.330 (2) (a,b).

36
37 **Section 3.9.**

38 All paraeducators shall be provided with a functional radio or communication device while on
39 crosswalk duty. If a radio is not functioning it shall be repaired or replaced as soon as possible.

40
41 **Section 3.10.**

42 The District will take steps, as required by law, to provide a safe working environment. Employees
43 should report any suspected unsafe working situations to their supervisors. The District shall provide
44 training on hazardous or dangerous material as required by law. All staff who work with hazardous or
45 dangerous chemicals shall be trained in proper usage and safety. New hires shall receive applicable
46 safety training prior to starting their work assignment. Upon request additional training will be
47 provided in the event the District begins using alternate hazardous or dangerous chemicals.



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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

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

Section 4.2.

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

Section 4.3.

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

Section 4.4.

The President of the Association and designated representatives will be provided time off without pay to a maximum of ten (10) days per year to attend regional or State meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration.

Section 4.5.

Employee representatives of the Association shall have access to the District premises during business hours, provided that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work. The Association shall provide the District reasonable advance notice of visits by non-employee representatives of the Association. Access to such non-employee representatives shall not be unreasonably denied.

Section 4.6. Bulletin Boards.

The District shall provide a bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials in the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.6.1.

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2.

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

Section 5.3.

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

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association will designate a Conference Committee of three (3) members who will meet monthly with the Superintendent of the District and/or the Superintendent's representatives to discuss appropriate matters.

Section 6.2.

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 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 a desire not 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 6.2.1.

Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.

1 **Section 6.2.2.**

2 Association representatives will be provided time during working hours for attendance at
3 meetings with the District. Association representatives will be provided time to discuss
4 employees' grievances and appropriate matters directly related to work situations in their area
5 or craft with the affected employee. Association representatives will guard against the use of
6 excess time in the handling of such matters.
7

8 **Section 6.3.**

9 Release time for Wapato PSE members requested by the Public School Employees of Washington
10 State Organization may be granted to the employee. Request for release time shall be sent to the
11 Director of Human Resources/Or Designee from Staff Employees of the State or Regional Offices. All
12 costs associated with the employee's absences for such Public School Employee of Washington State
13 Organization release time shall be reimbursed by State Organization. Such release time shall not be
14 denied provided release time is not in excess of 35 (thirty-five) hours per year; provided however,
15 additional time may be approved by the District.
16

17 **Section 6.4. New Employee Reporting.**

18 The District will notify PSE of Washington and the Chapter President electronically of all new hires
19 within ten (10) workdays of the hire date. Information provided will include: name, position, location,
20 home address, current rate of pay, contracted hours, and hire date. The District shall allow release time
21 up to sixteen (16) hours per year, with pay, for the Chapter President or designee to meet with any new
22 employee that is covered by this agreement, for up to thirty (30) minutes per meeting. The District will
23 supply an electronic file listing all bargaining unit employees with the above-listed information to PSE
24 of Washington upon request, provided that such lists are not requested more than four (4) times each
25 calendar year.
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29 **ARTICLE VII**

30 **HOURS OF WORK AND OVERTIME**

31 **Section 7.1. Work Week.**

32 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
33 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
34 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
35 days of rest.
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39 **Section 7.2. Schedules, Notice of Change.**

40 Each employee shall be assigned to a definite and regular shift and workweek, and a definite shift with
41 designated start and end times, schedules shall include time to sign in and report to duty locations if
42 applicable. Schedules shall not be changed without prior notice to the employee of two (2) calendar
43 weeks. In case of emergency the above may be waived.
44

- 45 A. Paraeducators are typically one hundred eighty-one (181)-day employees.
46 B. Food Service employees are typically one hundred eighty-one (181)-employees.
47 C. Bus Drivers are typically one hundred eighty (180)-day employees.

1 D. Custodial, Maintenance and Mechanics are typically two hundred sixty (260)-day
2 employees.

3
4 **Section 7.2.1. Paraeducator Employees.**

5 Paraeducators shall be granted the ability to flex their schedules within three weeks before or
6 after a half day prior to holiday periods, spring break and the final day of school if applicable.

7
8 Paraeducators' regular shift shall be seven (7) hours. Shifts less than or greater than seven (7)
9 hours may be posted and filled by the District. Shifts less than seven (7) hours may be assigned
10 by the immediate supervisor.

11
12 **Section 7.2.2 Custodial-Maintenance Employees.**

13 For Custodial-Maintenance employees, each shift shall normally consist of eight (8) hours not
14 to include half hour (1/2) duty free lunch near the middle of the shift as is practical, and also
15 including a fifteen (15) minute rest period for each four (4) hours of shift.

16
17 **Section 7.3. District-Required Work.**

18 All employees subject to this agreement who are required to attend classes, programs and or meetings
19 will be compensated for all time spent at these functions, including travel time when required by state
20 or federal law, shall be compensated at the employee's hourly rate of pay, including time spent driving
21 or as a passenger.

22
23 **Section 7.4. Breaks and Meals.**

24 Employees who work a shift of more than five (5) hours shall be provided an uninterrupted meal period of
25 thirty (30) minutes.

26
27 Employee shall be given a paid fifteen (15) minute rest period for each four (4) hours of work.
28 (See WAC 296-126-092 Meal Periods / Rest Periods for more details)

29
30 Employees required to work through their regular lunch periods will be given time to eat at a time
31 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
32 lunch period and the employee works the entire shift, including the lunch period, the employee shall be
33 compensated for the foregone lunch period at overtime rates.

34
35 **Section 7.5. Payment Outside of Classification.**

36 Employees requested to work a complete shift in or out of the bargaining unit, regularly filled by a
37 higher classification employee shall receive compensation equal to that normally received by the
38 employee in the higher classification. Employees requested by the supervisor to work a shift regularly
39 filled by a lower paying classified employee shall receive the employee's higher current rate of pay.
40 Should an employee apply for and be awarded a position that is a different rate of pay than their
41 current rate, the employee shall be compensated at the rate of the position for which they applied while
42 performing such work.

43
44 **Section 7.6. Overtime.**

45 All overtime must be approved by the supervisor in advance. Overtime shall be considered as any time
46 worked beyond forty (40) hours per week.

1 Overtime rate of pay shall be one and one-half (1-1/2) times the hourly rate of pay for individual
2 employees; however, an employee may request compensatory time off in lieu of pay at the rate of one
3 and one-half (1-1/2) hour's credit for each hour worked beyond forty (40) hours a week. The use of
4 comp time shall be approved and scheduled between the employee and his/her supervisor and must be
5 taken within forty-five (45) calendar days from the time it was earned. (Comp time is understood to
6 mean compensatory time off in lieu of pay.) If an employee has not used their accrued comp time at
7 the end of forty-five (45) calendar days, it shall be paid out at the appropriate rate of pay.

8
9 **Section 7.6.1. Food Service Employees' Overtime.**

10 Food Service employees shall be paid overtime for banquets and special events over forty (40)
11 hours per week or eight (8) hours per day and will be paid overtime for any hours worked on
12 Saturday or Sunday, except for the bean feed, which is unpaid and strictly voluntary. Time and
13 one-half will be paid for non-school sponsored events.

14
15 **Section 7.7. Flex Time.**

16 Employees who work hours in excess of their normally scheduled day not exceeding forty (40) hours
17 in the work week, may request to receive flex time in lieu of payment. Flex time shall be computed at
18 the rate of one (1) hour's flex time for each one (1) hour worked. All flex time must be pre-approved
19 by the immediate supervisor except in emergency situations where the supervisor cannot be reached. In
20 emergency situations the supervisor must be notified at the next available opportunity. No employee
21 shall be compelled to take flex time in lieu of compensation. Flex time must be used within the same
22 work week in which it was earned. Flex time refers to when an employee's workday, with supervisor
23 approval, is adjusted on two or more days in the same workweek. For example, a thirty-five (35) hour
24 work week employee who is regularly scheduled to work seven (7) hours a day may, using flex time,
25 work eight (8) hours on a Thursday and six (6) hours the immediately following Friday. The
26 employee's regular work week hours (35) remains unchanged. Flex time will always be accrued and
27 used at a one-for-one hour rate. Conversely, as previously defined in Section 7.6, comp time is
28 understood to mean compensatory time off in lieu of pay. Comp time off in lieu of pay is accrued the
29 rate of one and one-half (1.5) hour's credit for each hour worked beyond forty (40) hours a week.

30
31 **Section 7.8. Extended Work Week.**

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) hour's pay at the appropriate rate. Employees will conduct
34 work applicable to their classification if requested to do so by their supervisors provided, however,
35 maintenance and custodial employees shall conduct building checks that are appropriate to the specific
36 call back situation. Appropriate heating, electrical, water and other systems will be visually inspected
37 to determine if any additional issues are evident, and to ensure the building is locked and secure from
38 entry. Employees called in on Sunday will be paid double time if Sunday is outside of their normal
39 workweek.

40
41 **Section 7.8.1.**

42 The HVAC Technician shall receive on call pay for Saturday and Sunday at the rate of one (1)
43 hour at overtime rates per day that can be converted to comp time at the employee's request.
44 Requests for the use of comp time shall follow the guidelines as described in 7.7.2. above.

1 **Section 7.9. Temporary Change in Assignment.**

2 The District will make every reasonable effort to supply substitutes for absent employees (if needed)
3 before assigning duties to bargaining unit members. If no substitute is available, the bargaining unit
4 member will be notified as early as possible for the necessary change in the temporary assignment.

5
6 **Section 7.9.1 Extra Work for Paraeducators.**

7 Before September 1st, the District shall ensure notice is posted notifying paraeducators of the
8 opportunity to sign up on the additional work list. Each Paraeducator who is interested in doing
9 additional work, outside their regular workday, during the following twelve (12) month period,
10 shall annually contact the District office by no later than October 15th. Those interested
11 Paraeducators will be provided training by the District as needed. They will be placed on a list,
12 in seniority order, to be called for additional work. The list will include the employee's name,
13 training and other qualifications. In no case shall a substitute be used to displace a regular
14 employee who has the qualifications to do the extra work.

15
16 **Section 7.10. School Closure, Notice.**

17 The District shall notify employees of a school closure or delay as soon as possible. Should an
18 employee report to work prior to the District providing notification (which may be done via Twitter,
19 other social media, the District's website, School Messenger, local media, or any other notification
20 method), the employee shall receive a minimum of one (1) hour of report to work pay provided that no
21 employee will be entitled to such compensation in the event of actual or constructive notice by the
22 District of the closure prior to the employee leaving home for work.

23
24 **Section 7.11. School Make-up.**

25 Should an employee's regular work schedule be changed by the District due to the rescheduling of a
26 day or hours previously lost to inclement weather or other emergency, the District will notify the
27 Association within ten (10) days of the decision to make this change and the Association will be
28 provided the opportunity to bargain the impacts of this change.

29
30 **Section 7.12. Transportation.**

31 Recognizing that personnel in the Transportation classification presents special shift problems, the
32 parties agree that shifts shall be established in that classification in relation to routes and driving times
33 requisite to fulfilling tasks assigned by the Director of Transportation; provided, however, that
34 employees in the Transportation classification shall be entitled to the benefits of Section 7.4. to the
35 same degree as any other employee; and provided further that all bus drivers shall receive pay for the
36 purpose of bus cleanup and bus warm-up in addition to actual hours of driving time. If there are thirty
37 (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted. Drivers
38 shall receive a minimum of two (2) hour's pay for each duty call. A duty call is defined as any work
39 other than the normal work shift and workday, noncontiguous with the normal work shift or workday.
40 Conference days and early release days are part of the normal work shift, however during school
41 conference days, drivers whose schedules are impacted by one hour or more will be given the
42 opportunity to complete driver duties or District approved training, as directed by the driver's
43 supervisor, between their afternoon secondary and primary routes for up to two (2) hours pay.

44
45 All bus driver personnel shall receive, in addition to actual hours of driving time, fifteen (15) minutes
46 per route (A.M. route, Midday route, P.M. route) for pre-trip & post-trip duties and an additional
47 fifteen (15) minutes for cleaning duties. Drivers are required to conduct these pre and post trip
48 activities. For extracurricular trips drivers shall be allotted fifteen (15) minutes to perform pre and post

1 trip duties as required for all out-of-District trips during the week and up to an additional thirty (30)
2 minutes on non-school days.

3
4 **Section 7.12.1. Extra Trips.**

5 All transportation runs other than regular scheduled daily runs shall be defined as extra trips
6 including those for bus maintenance or repair, which includes trips during the summer, except
7 for emergency situations that require action within two (2) hours of the District becoming
8 aware of the issue. Regularly contracted Bus Drivers shall have first choice on all extra trips
9 according to the following procedure.

10
11 Extra trips shall be assigned on a rotating seniority basis. However, should a trip put a driver
12 over forty-five (45) hours per week the driver shall be bypassed unless no other driver is
13 available.

14
15 **Section 7.12.2. Extra Trip Rosters.**

16 Three (3) rotating extra trip rosters shall be posted at the first of the school year by seniority of
17 any drivers wishing to sign up for extra trips. The first (1st) is the Monthly/Sports Season Extra
18 Trip Rotation List, the second (2nd) is the Last Minute Trip Rotation List, and the third (3rd) is
19 Extra Work Rotation List. Drivers interested in participating in extra trips or work shall put
20 their name and cellphone number on each sheet they are interested in. Drivers will be provided
21 an opportunity to sign up during Inservice prior to the start of the school year. At the end of
22 Inservice, the lists shall be ordered by the most senior driver and posted in the breakroom.
23 Drivers shall be permitted to be added to any roster at any point during the course of the school
24 year by informing the District of their desire in writing. Additions will become effective no
25 later than five days after the written request is received. If an extra trip conflicts with the
26 driver's regular run, the driver shall have the option of choosing the extra trip or the regular run
27 if a regular substitute, maintenance employee, or mechanic employee who is licensed and
28 available to drive a school bus and is willing to fill in and whose supervisor has granted
29 approval.

30
31 All extra trip requests must be submitted to the transportation department using the Trip
32 Request Form and shall include the following information: departure time, return time,
33 destination location, departure location, type of event, number of students being transported,
34 and total expected travel time. Once received by transportation, they will be date stamped and
35 posted on the wall of the transportation breakroom in the appropriate trip rotation section. Once
36 a trip is awarded the name of the driver will be added to the document and the trip sheet will be
37 removed from the wall and placed into a trip folder that will be organized by month for future
38 reference. If an extra trip is cancelled with less than twelve (12) hours' notice, the affected
39 driver shall receive one (1) hour of pay for the cancelled trip if the trip falls on a weekday and
40 two (2) hours of pay if the trip falls on the weekend.

41
42 **Extra Trip and Work Lists:**

- 43 1. Monthly/Sports Season Extra Trip Rotation List
 - 44 2. Last Minute Trip Rotation List
 - 45 3. Extra Work Rotation List
- 46

1 **Section 7.12.2.1. Monthly/Sports Season Extra Trip Rotation.**

2 A monthly trip selection meeting shall take place the last week of the month for the
3 following month's trips. All trips scheduled will be picked by drivers in rotation from
4 the monthly extra trip rotation list. The day and time of this monthly trip pick meeting
5 will be chosen by the Transportation Director.
6

7 One (1) calendar week preceding the monthly trip picking day, the following month's
8 trips received to date shall be printed and posted on the office bulletin board in the
9 transportation department. Trips will be added up until the trip pick meeting occurs. The
10 trip information shall indicate the departure time, return time, destination location,
11 departure location, type of event, number of students being transported, and total
12 expected travel time.
13

14 At the start of the trip picking meeting, a current calendar for the following month's
15 trips and the trip request forms will be available to the drivers. All trips received by the
16 transportation office prior to the start of the trip picking meeting shall be included. In
17 rotation order, each driver will be allowed to select one trip per selection turn.
18

19 **Section 7.12.2.2. Extra Work Rotation List.**

20 For work assignments awarded to drivers to assist with maintenance related trips such
21 as picking up or dropping busses off at the tire center or driving transportation busses
22 for maintenance purposes shall be awarded based on the Extra Work Rotation List. The
23 Transportation Director/designee shall call employees to see if the driver is interested in
24 the trip. The Transportation Director/designee shall provide the person they are calling
25 ten (10) minutes to respond before the trip is awarded to another driver on the rotation
26 list.
27

28 A driver may pass on any trip if they wish to do so. If they do so the trip will be offered
29 to the next person on that rotation trip and the driver who passed the trip will get to
30 make a trip selection when their name next comes up on the rotation.
31

32 **Section 7.12.3. Extra Trip Pay.**

33 All extra trips shall be paid at the appropriate hourly rate provided for in this Collective
34 Bargaining Agreement and no private contracting with individual employees will be permitted.
35 If no regular drivers are available for an extra trip, the District may go outside the group and
36 award the trip to any qualified driver.
37

38 It is understood that the driver will remain with the bus at all times except in extreme hot or
39 cold weather conditions and on overnight trips. If weather conditions do not permit the driver to
40 remain at the bus, the driver shall check on the bus every thirty (30) minutes.
41

42 **Section 7.12.4. Overnight Trips.**

43 Driver will receive regular pay for actual duty hours worked with overtime pay for duty hours
44 exceeding forty (40) hours per week. Duty hours included all drive time and time spent in
45 required supervision of students. This does not include sleep time before or after the end of the
46 day that the driver is informed that they are off duty. Drivers will be reimbursed for meals and
47 lodging not already provided by trip sponsors based on District policies and procedures
48 pertaining to reimbursements.

1
2 Drivers shall generally not be responsible for supervising students once their driving
3 assignment is completed, however they may be asked to supervise students in emergency
4 situations. Private, separate quarters shall be made available for the employees to provide for
5 adequate rest.
6

7 **Section 7.12.5. End of the Year Cleaning.**

8 All drivers will receive two (2) hours compensation at the employee's regular rate, to be
9 recorded and submitted on a time sheet, to deep clean buses including the exterior of the bus at
10 the end of the school year. Cleaning shall meet the standards authorized by the Transportation
11 Director.
12

13 **Section 7.12.6. Driver Information.**

14 By the first day of school, drivers shall be provided a list of the names of students who will be
15 assigned to their bus route including which stop the student is assigned to and a notebook
16 containing information related to need to know medical and behavior issues for students.
17 Should a student be added during the school year, such information shall be updated as soon as
18 possible. Drivers will protect any sensitive or confidential student information in accordance
19 with state and federal law. Drivers shall be given other relevant student information on
20 passengers on a need to know basis. At the start of each school year drivers will be provided
21 training on protecting sensitive information as required by law.
22

23 If a driver needs, or suspects a need for information related to a student medical or behavioral
24 issue and such information has not been provided, the driver may submit a request to the
25 Transportation Director or their designee, who will forward the request on behalf of the driver
26 to the appropriate school principal or administrator.
27

28 **Section 7.12.7. Ride Along Pay.**

29 If an employee is requested by the transportation supervisor to ride along with another driver
30 for the purposes of training, this time is considered time worked and shall be paid at the
31 employee's regular rate of pay.
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41 **ARTICLE VIII**

42 **HOLIDAYS**

43
44
45 **Section 8.1. Holidays.**

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

- 47
48

1. New Year's Day	7. Labor Day
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- | | |
|---------------------------|--|
| 2. Martin Luther King Day | 8. Veterans' Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Native American Heritage Day (Day after Thanksgiving) |
| 5. Juneteenth | 11. Christmas Day |
| 6. Independence Day | 12. Day before or after Christmas (full-time employees only) |

Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday shall be eligible for pay for such holiday.

Employees who request an unpaid leave of absence under Section 9.4 or employees in an unpaid status for disciplinary reasons are exempt and shall not be eligible for pay for such unworked holiday.

Section 8.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one half (1½) their base rate for all hours worked on such holidays, provided the employee must work the rest of their scheduled hours the remainder of the week

Section 8.1.3.

In the event a paid holiday falls on Saturday or Sunday, the preceding Friday or the following Monday shall be granted as the paid holiday. If the Monday or Friday is a school day, another day off will be negotiated by the District and the Association at the beginning of the school year.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

Each employee shall receive twelve (12) days per year for illness, injury, and emergency. This leave may be accumulated to the maximum allowable according to State law. The District shall project the number of annual days of sick leave at the beginning of the school year. The employee shall be entitled to the number of projected 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 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 the employee's normal daily work shift at the time the sick leave is taken and the accumulated benefits will be expended on an hourly rather than a daily basis. If leave is taken in excess of the above formula, and an employee leaves the District's employ, the difference will be deducted from the final paycheck. Leave under this section may only be used for personal illness, personal injury, family illness, or other emergency defined by law under RCW 49.12.270, RCW 49.46.210, and WAC 296-130-030.



1 **Section 9.1.1.**

2 The District will comply with Chapter 49.46 RCW and its implementing regulations as it
3 applies to employee and substitute employee use of sick leave.
4

5 **Section 9.1.2. Sick Leave Cash-out.**

6 The District agrees to abide by the present statute on sick leave cash-out. If the law or statute
7 should change, both the District and the Association agree to abide by those changes. It is
8 understood that falsification of an Absence Record is an extremely serious offense punishable
9 by discipline up to and including immediate termination of employment.
10

11 **Section 9.1.3. Sick Leave and Industrial Insurance.**

12 In the event employees are absent for reasons which are covered by Industrial Insurance, the
13 District shall pay the employee an amount equal to the difference between the amount paid the
14 employee by the Department of Labor and Industries and the amount the employee would
15 normally earn provided the employee wishes to draw from accumulated sick leave during such
16 absence, which choice shall rest exclusively with the employee. A deduction shall be made
17 from the employee's accumulated sick leave in accordance with the amount paid to the
18 employee by the District.
19

20 **Section 9.1.4. Sick Leave Transfer.**

21 Employees who have accrued sick leave while employed by another public school district in
22 the State of Washington shall be given credit for such accrued sick leave upon employment by
23 the District.
24

25 **Section 9.1.5. Sick Leave Sharing.**

26 Eligible employees will be allowed to transfer to come to the aid of a fellow employee who is
27 suffering from, or has a relative or household member suffering from, an extraordinary or
28 severe illness, injury, impairment or physical or mental condition, or who has been called to
29 service in the uniform services. Such a program is intended to extend leave benefits to a staff
30 member who otherwise would have to take leave without pay or terminate his or her
31 employment with the District. The donating employee must have at least twenty-two (22) days
32 or one hundred seventy-six (176) hours accumulated and the donation cannot cause the
33 employee to go below twenty-two (22) days or one hundred seventy-six (176) hours of sick
34 leave in accordance with RCW 28A.400.380 and Chapter 392-136A WAC-
35

36 **Section 9.2. Washington Paid Family Medical Leave (PFML).**

37 To be eligible for PFML, employees must have worked a minimum of 820 hours within the past
38 calendar year. Such leave shall run concurrently with FMLA pursuant to state law. The employee may
39 choose whether to use other leave prior PFML. Where PFML and other approved leaves are both
40 available to the employee, the employee shall inform the District of their chosen leave.
41

42 **Section 9.3. Family and Medical Leave Act (FMLA).**

43 The District agrees to implement FMLA for eligible employees as directed under the District's Board
44 leave policy. FMLA leave shall be utilized in coordination with and, where appropriate, in conjunction
45 with any other approved leave of absence.
46

1 **Section 9.4. Birth or Adoption of Child.**

2 Leave shall be granted to an employee for the Birth or Adoption of a child upon the employee's
3 request for a period of time not to exceed one (1) year, inclusive of PFML and FMLA. Such leave shall
4 run concurrently with FMLA benefits. An employee need not take PFML for the birth or adoption of a
5 child, but in no event will leave for the purpose of the birth or adoption of a child be allowed to exceed
6 one (1) year inclusive of PFML and FMLA. Leave in excess of one year, as may be required under the
7 ADA or similar state and federal laws, will be treated as administrative leave.
8

9 Employee shall inform the District thirty (30) calendar days in advance of the employee's intention to
10 take leave and the approximate time the employee expects to return to work (up to one year). The
11 employee shall promptly notify the District of any change to the employee's leave start or leave end
12 date.
13

14 **Section 9.5. Bereavement Leave.**

15 Five (5) days shall be granted with pay for bereavement for the employee's immediate family.
16 Immediate family defined as spouse, registered domestic partner as defined by Washington State Law,
17 parents, parents-in-laws, step parents, guardians, grandparents, brothers, sisters, step-sister, step-
18 brother, children, step children, and grandchildren. Such Bereavement leave shall not be deducted from
19 sick leave and may be taken in hourly increments. Bereavement leave is non-cumulative. Any
20 additional time must be approved by the Superintendent or the Superintendent's designee in advance.
21 In the event of the death of an employee's close friend or his/her uncle, aunt, nephew, niece, or first
22 cousin, or their spouse's uncle, aunt, nephew, niece, or first cousin, one (1) day of absence with full pay
23 shall be allowed for up to three occurrences per year. If additional bereavement leave related to the
24 death of an employee's uncle, aunt, nephew, niece, or first cousin, or their spouse's uncle, aunt,
25 nephew, niece, or first cousin is needed beyond the amount granted above, the employee may request
26 additional days from the Superintendent/designee and if granted by the District it shall be deducted
27 from the employee's accumulated sick leave. Should there be legitimate reason for the District to
28 suspect this provision is being abused, the Director of Human Resources may require documentation
29 related to the use of bereavement leave.
30

31 **Section 9.6. Family Illness Leave.**

32 Employees shall, upon request, be granted a leave of absence with pay for up to three (3) days during a
33 contract year when such absence is occasioned by the illness of a spouse, registered domestic partner
34 as defined by Washington State Law, son, daughter, mother, father, mother-in-law, father-in-law,
35 grandchild, or any relative living in the same household. This leave is not to be deducted from sick
36 leave. If family illness leave is needed beyond the amount granted above, it shall be granted and
37 deducted from the employee's accumulated sick leave in accordance with the prevailing statute.
38

39 **Section 9.7. Emergency Leave.**

40 In the event of an emergency an employee may also utilize their sick leave for emergency situations,
41 known as "Emergency Leave." Emergency leave must be approved by the Superintendent/Designee
42 and must be due to a problem that has suddenly precipitated or is unplanned, or where pre-planning
43 could not relieve the necessity for the employee's absence. All emergency leave absences shall be
44 deducted from the employee's sick leave balance.
45

46 **Section 9.8. Personal Leave.**

47 Employees will be granted two (2) days of paid personal leave per year. If not used two days may be
48 carried over to the next year to a maximum of five (5) days or the employee may cash out up to two (2)

1 personal leave days at their hourly rate of pay as indicated on Schedule A by notifying the District of
2 their desire by July 1 of each year to be paid in the employee's July paycheck. Employees will request
3 personal leave at least 48-hours in advance by submitting a written request to the principal or
4 supervisor. Employees will not be required to give any reason for the use of personal leave. Personal
5 leave will not be granted on the first or last day of school and will be limited to no more than one (1)
6 employee per day in any one classification per building or worksite location. Personal leave shall not
7 be granted during the first and last two (2) weeks of school or prior to or after school winter and spring
8 breaks, Requests for exceptions should be made in writing to the Superintendent or Superintendent's
9 Designee.

10 11 **Section 9.9. Leaves Of Absence.**

12 Upon recommendation of the immediate supervisor through administrative channels to the
13 Superintendent, and upon approval of the Board of Directors, an employee may be granted an unpaid
14 leave of absence for a period not to exceed one (1) year; provided however, if such leave is granted due
15 to extended illness, one (1) additional year may be granted. Recipients must notify the District by
16 March 15 of his/her intention to return to work.

17
18 The returning employee will be assigned to a similar position with the same hours, and rate of pay, that
19 was occupied before the leave of absence. Employees hired to fill positions of employees on leave of
20 absence will be hired for a specific period of time, during which they shall be subject to all provisions
21 of this Agreement. It shall be the responsibility of the employer to inform replacement employees of
22 the provisions of Section 9.4.2.

23
24 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave
25 of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is
26 on leave of absence; provided, however, that if such is approved for extended illness or injury,
27 seniority shall accrue.

28 29 **Section 9.10. Judicial Leave.**

30 In the event an employee is summoned to serve as a juror, or appear as a witness in a district-related
31 court case, or is named as a codefendant with the District, such employee shall receive a normal day's
32 pay for each day of required presence in court. Due to the length of their appearance, If the employee
33 has the ability to return to work for equal to or more than half their workday, the employee will return
34 to work.

35 36 **Section 9.11. Faith and Conscience Leave.**

37 Employees are entitled to two (2) unpaid days of leave per calendar year for reasons of faith or
38 conscience, or an organized activity conducted under the auspices of a religious denomination, church,
39 or religious organization. This leave must be taken in whole-day increments. If an employee prefers to
40 take the two (2) unpaid days of leave on specific days, the District will allow the employee to do so
41 unless the employee's absence would impose an undue hardship on the District or the presence of the
42 employee is necessary to maintain public safety. The employee shall submit requests in writing two (2)
43 weeks in advance to the Director of Human Resources.

44 45 **Section 9.12. Paid Military Leave.**

46 Eligible service member employees are entitled to twenty-one (21) days paid military leave in
47 accordance with Washington law. Employees shall, to the extent possible, provide reasonable notice in

1 advance of such leave. Use of paid military leave shall not result in any loss of seniority or similar
2 privileges as provided under Washington State and Federal Law.

3
4 **Section 9.13. Attendance Incentive.**

5 The District functions best when all employees are present. To reward employees who report to work
6 on a consistent basis, the District shall pay employees an attendance incentive. Employees who do not
7 take any leave during the course of the contract year shall receive a payment of two-hundred seventy-
8 five dollars (\$275.00). Employees who only take one (1) day of leave during the course of the contract
9 year shall receive a payment of two-hundred fifty dollars (\$250.00). Employees who only take two (2)
10 days of leave during the course of the contract year shall receive a payment of two-hundred twenty-
11 five dollars (\$225.00). However, an employee will still qualify for the attendance incentive if the
12 employee utilizes bereavement leave for immediate family members, judicial leave, or paid military
13 leave.

14
15 **Section 9.14. Vacation Leave.**

16 All full-time (8 hours per day/260 days per year) Custodial, Maintenance, and Transportation
17 employees shall receive paid vacation in accordance with the following vacation schedule:

18	0 years	2 days	7 through 9 years	15 days
19	1 year	5 days	10 years	16 days
20	2 years	10 days	11 years	17 days
21	3 years	11 days	12 years	18 days
22	4 years	12 days	13 years	19 days
23	5 years	13 days	14 through 19 years	20 days
24	6 years	14 days	20 years +	25 days

25
26
27 **Section 9.14.1. Vacation Leave Cash-out and Accrual.**

28 Two-hundred sixty (260) day employees shall be permitted to cash in up to ten (10) unused
29 vacation days per contract year. Written notice requesting cash out shall be submitted to payroll
30 by August 5th.

31
32 Vacation time may be accumulated from year-to-year up to a maximum total of thirty-five (35)
33 workdays, and no employee shall have more than thirty-five (35) vacation days on the books at
34 the end of each contract year.

35
36 Upon termination, separation, or retirement, an employee shall be paid all unused vacation time
37 based on the employee’s current rate of pay, up to a maximum of thirty-five (35) days.

38
39 If an employee is unable to take vacation because it is not approved by his or her supervisor
40 and as a result that employee will accumulate more than ten (10) vacation days over the thirty-
41 five (35) day limit in a contract year, that employee shall be allowed to cash out more than ten
42 (10) vacation days.

43
44 **Section 9.14.2. Proration.**

45 All less than full time employees shall be granted longevity pay, prorated to the schedule in
46 Section 9.11. of the agreement, paid in addition to their regular salary as a part of their twelve
47 (12) regular pay checks. However, employees are not eligible for longevity pay during their
48 zero to first year of employment.



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4 **ARTICLE X**

5 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

6
7
8 **Section 10.1. Seniority.**

9 The seniority of an employee within the bargaining unit shall be established as of the date on which the
10 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
11 lost as hereinafter provided. In the event of two or more employees being hired on the same date in the
12 same general job classification, the seniority order shall be established by drawing of lots. The
13 employees impacted will meet with their Association President and the Director of Human Resources
14 to draw lots.

15
16 **Section 10.2. Probation.**

17 Each new hire shall remain in a probationary status for a period of not more than twelve (12) working
18 months following the hire date. During this probationary period, the District may discharge such
19 employee at its discretion.

20
21 Upon completion of the probationary period, the employee will be subject to all rights and duties
22 contained in this Agreement retroactive to the hire date.

23
24 **Section 10.3. Loss of Seniority Rights.**

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

- 26
27 A. Resignation;
28 B. Discharge for justifiable cause;
29 C. Retirement; or
30 D. Change in job classification within the bargaining unit, as hereinafter provided.

31
32 **Section 10.3.1.**

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

36
37 **Section 10.4. Retention of Seniority Rights.**

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

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

45
46 **Section 10.5. Seniority Exclusive.**

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

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Section 10.6. Seniority Preference.

The employee with the earliest hire date shall have preferential rights regarding shift selections, vacation periods, and special services including overtime and transfers. Overtime will be offered by site\building. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee(s), the District will set forth in writing to the senior employee(s) and the Association its reasons why a senior employee was bypassed.

Section 10.6.1. Transfer Qualifications.

Employees requesting transfer must establish the requisite minimum qualifications to be eligible for transfer to the new position, which qualifications will be demonstrated at an interview between the transferring employee and the prospective supervisor.

Section 10.7. Kitchen Manager and Head Custodian Scoring.

In making determinations regarding Kitchen Manager and Head Custodians, the District will utilize the following criteria to make its determination of relative ability and performance: seniority, experience (direct and related), tests (where applicable), interview scores, discipline history, and performance evaluations.

Test Scores: (Basic skills and any specialized tests). Applicant must score seventy percent (70%) or higher to be considered for position.

70 - 79%	1 point
80 - 89%	3 points
90 - 100%	5 points

Seniority

0 - 10 Years	1 point
11- 19 Years	3 points
20 + Years	5 points

Interview Scores:

70 - 79%	1 point
80-89%	3 points
90 - 100%	5 points

Discipline History:

Written reprimand	1 point
One or less documented verbal	3 points
No negative discipline history	5 points

Performance History: (Over the past 5-year period)

2 or less unacceptable marks	1 point
2 or less problem/concern marks	3 points
No problems/concerns/unacceptable	5 points



1 The employee with the highest score will be offered the position. If more than one employee has the
2 highest rating, the position will be offered to the employee with the earliest hire date.

3
4 The successful candidate shall remain in a probationary status for a period of not more than twelve
5 (12) working months following the hire date. During this probationary period, the District may
6 reassign the employee to the previous position or terminate at District discretion.

7
8 **Section 10.8. Internal Postings.**

9 Open positions will be publicized as soon as possible after the District is apprised of the opening.
10 Employees shall be given initial consideration before external applicants for the first five (5) days after
11 a position is posted. A copy of the job posting shall be forwarded to the President of the Association.

12
13 **Section 10.8.1.**

14 Summer School positions will be publicized within the bargaining unit by May 15th each year.
15 Employees meeting minimum qualification will be hired in accordance with 10.7. of the
16 Collective Bargaining Agreement. Summer school position staffing may be subject to change
17 based upon changes in student enrollment after May 15th.

18
19 **Section 10.9. Layoff, Reemployment, Lists.**

20 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
21 District according to layoff ranking. Such employee's seniority shall apply in the filling of any new or
22 open positions in the general job classification provided the employee is qualified and senior
23 employees have declined the position. Names shall remain on the reemployment list for two (2) years.

24
25 **Section 10.9.1. Employee Contact Information.**

26 Employees on layoff status shall file their phone, email, and mailing addresses in writing with
27 the personnel office of the District and shall thereafter promptly advise the District in writing of
28 any change.

29
30 **Section 10.9.2. Employee Forfeit and Rejection.**

31 An employee shall forfeit rights to reemployment as provided in Section 10.9. if the employee
32 does not comply with the requirements of Section 10.9.1., or if the employee does not accept or
33 decline the offer of reemployment within ten (10) days.

34
35
36
37 **ARTICLE XI**

38
39 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

40
41 **Section 11.1. Discipline and Discharge.**

42 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
43 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
44 The District agrees to follow a policy of progressive discipline which includes verbal warning/
45 reprimand, written reprimand, suspension, and termination. Steps in the progressive discipline may be
46 by-passed if appropriate to the offense.

1 **Section 11.2. Notification To Non-Annual Employees.**

2 Should the District decide to discharge or lay off any non-annual, (non-two hundred sixty [260]-day)
3 employee, the employee shall be so notified in writing prior to the expiration of the school year.
4

5 Nothing contained herein shall be construed to prevent the District from discharging an employee for
6 acts of misconduct occurring after the expiration of the school year.
7

8 Nothing contained in this section shall in any regard limit the operation of other sections of this
9 Article.
10

11 **Section 11.3. Two Weeks' Notice.**

12 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
13 employees two (2) weeks' notice of intention to discharge or lay off.
14

15 **Section 11.4. Evaluation.**

16 The immediate supervisor will annually evaluate the performance of each employee in his/her current
17 positions. A copy of the employee's annual evaluation will be given to the employee and the original
18 evaluation will become a part of the employee's personnel file. The annual evaluation shall be
19 completed by June 1 for less than full time employees. Employees shall have the right to attach a
20 written response to the evaluation provided such attachment is submitted within ten (10) calendar days
21 of receipt of the evaluation copy. To allow the employee sufficient time to improve performance, it is
22 expected that job performance concerns will be discussed with the employee at the earliest possible
23 time after the time when an area of concern comes to the attention of the supervisor.
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27 **ARTICLE XII**

28 **INSURANCE AND RETIREMENT**
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30

31 **Section 12.1. SEBB Insurance**

32 Employees projected to work six hundred thirty (630) hours or more shall be eligible to receive a
33 District contribution for their selected benefits.
34

35 The District agrees to provide the insurance plans, follow employee eligibility rules, and provide
36 funding for all bargaining unit members and their dependents as required by State law, the State
37 Operating Budget, and the School Employee's Benefit Board (SEBB). Inclusive of employer funding
38 will be payment of the retiree carve-out for all eligible employees.
39

40 **Section 12.2. Liability Coverage.**

41 The District shall provide tort liability coverage for all employee's subject to this Agreement for
42 protecting their employees against liability for personal or bodily injuries and property damage arising
43 from their acts or omissions while performing or in good faith purporting to perform their official
44 duties.
45

1 **Section 12.3. Contributions.**

2 The District shall make required contributions for State Industrial Insurance on behalf of all
3 employees' subject to this Agreement. Employees on disability leave have no claim under this contract
4 after two (2) years, or until the District is notified of a permanent disability, whichever comes first.
5

6 **Section 12.4.**

7 In determining whether an employee subject to this Agreement is eligible for participation in the
8 Washington State Public Employees' Retirement System, the District shall report all hours worked,
9 whether straight time, overtime, or otherwise.
10

11 **Section 12.5.**

12 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan.
13 On receipt of a written authorization by an employee, the District shall make the requisite withholding
14 adjustments and deductions from the employee's salary.
15

16 **Section 12.6. Employee VEBA Contribution.**

17 Participation in VEBA is mandatory for all classified employees under this agreement, with a set pre-
18 determined contribution from paid leave balances allowable by state law or within the collective
19 bargaining agreement and/or from each employee's monthly pay. This amount is determined and can
20 be changed annually by majority vote of the membership. The set amount is the same for all
21 employees.
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25 **ARTICLE XIII**

26 **STAFF DEVELOPMENT**

27
28
29 **Section 13.1.**

30 The mutual interests of the District and Association may cause funds to be available which may be
31 used by employees subject to this Agreement for staff development. This will include requested
32 courses or workshops sanctioned by the District that employees might attend for professional
33 improvement.
34

35 **Section 13.2. Food Service Training.**

36 Food Service employees shall be provided an opportunity to attend no less than seven (7) but, at this
37 District's discretion, up to fourteen (14) hours of in-service training per year where the district shall
38 provide training for all food service employees on topics related to kitchen and food safety, food
39 preparation methods, changes and enactment of related laws and regulations including other training
40 subjects as required by the USDA.
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1 **Section 13.3. Paraeducator Certificate Program**

2 The Paraeducator Standards Board (PESB) and the State of Washington have developed the following
3 certification standards for Paraeducators in the State of Washington.

- 4 A. **Fundamental Course of Study (FCS)** – 28 hours of professional development
- 5 B. **General Paraeducator Certificate** –70 hours of professional development
- 6 C. **Subject Matter Certificates** – 20 hours of professional development
- 7 D. **Advanced Paraeducator Certificate**– 75 clock hours of professional development

8
9
10 **Section 13.3.1. Training Requirements**

- 11 A. Paraeducators are only required to meet certifications when trainings are offered by the
12 District.
- 13 B. The District is only required to provide training at no cost to the employee for the FCS
14 and the General Paraeducator Certificate when funds are provided by the Legislature.
- 15 C. The District shall provide training at no cost to the employee for the subject matter
16 certificates and the Advanced Paraeducator Certificate if funded by Washington State
17 Legislature.
- 18 D. Each employee shall be paid their current hourly rate of pay for all required trainings.
- 19 E. These trainings will not occur during July.

20
21 **Section 13.3.2. District Responsibilities**

- 22 A. Notify employees of required training hours mandated by PESB
- 23 B. Provide the annual training hours mandated and funded by the state.
- 24 C. Notify paraeducators of the trainings available, and the requirements those trainings will
25 satisfy.
- 26 D. Provide a process for registration and maintenance of clock hour records, and to provide
27 instructions/documentation to Paraeducators on all processes and requirements.

28
29 **Section 13.3.3. Paraeducator Responsibilities**

- 30 A. Attend required courses provided by the District or its designee.
- 31 B. Maintain course completion documentation.
- 32 C. Complete the required hours as mandated by PESB, in the timelines prescribed in
33 statute and identified by the District.
- 34 D. The District will address employees who are unable to timely complete required
35 trainings on a case-by-case basis.

36
37 **Section 13.3.4. Changes to PESB Requirements**

- 38 A. District or Association questions or concerns regarding changes to PESB requirements
39 should be timely addressed at labor management meetings. The District and the
40 Association agree to follow current PESB statutes and regulations.

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ARTICLE XIV

ASSOCIATION MEMBERSHIP PAYROLL DEDUCTION-REPRESENTATION FEE

Section 14.1.

Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. The District and the Association shall treat all employees equally in all conditions of employment regardless of Association membership. The Association shall be the custodian of records in terms of employee Association Membership.

Section 14.2. Membership Dues Check off

Upon receiving notice of the employee's authorization from Public School Employees of Washington (PSE). The District shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the PSE on a monthly basis. A dues remittance form needs to accompany the payment every month and includes membership hires and resignations. The dues remittance forms shall be reasonably up to date, noting those who have joined or resigned at least five or more business days of the date such lists and forms are generated.

Section 14.2.1. Local Dues.

The District will deduct local Chapter dues separately and will remit these funds to the local Chapter Treasurer or designee.

Section 14.3. Membership Authorization and Revocation

An employee's legal authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable Direct the employee to Public School Employees of Washington (PSE)

An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to PSE. After the employer receives confirmation from PSE that the employee has revoked authorization for deductions, the employer shall end the deduction as soon as practicable. The employer shall rely on information provided by PSE regarding the authorization and revocation of deductions.

Section 14.4.

No member of the bargaining unit will be required to join the Association

Section 14.5.

The Association and its affiliates agree to defend and hold the District harmless against any legal action brought against the District regarding Association dues deductions.

Section 14.6.

It is also agreed that neither the School Board members nor any employee in the supervisory capacity will attempt to influence a new employee either to join or not to join the bargaining unit.

1 **Section 14.7.**

2 The District shall deduct PSE dues and deductions from the pay of any employee who authorizes such
3 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted
4 to the Treasurer of the Public School Employees of Washington SEIU Local 1948 on a monthly basis.
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8 **ARTICLE XV**

9
10 **GRIEVANCE PROCEDURE**

11
12 **Section 15.1. Grievances.**

13 A claim by an employee or the Association that there has been a violation, misinterpretation, or
14 misapplication of any provision of this Agreement may be processed as a grievance as hereinafter
15 provided.
16

17 **Section 15.1.1. Step I.**

18 The parties acknowledge that it is usually most desirable to resolve issues in an informal
19 manner. Upon determination of a grievable act or condition, the grievant will contact the
20 Superintendent's designee within twenty (20) days for assistance in resolving the issue. Such
21 contact shall be in writing, describing the underlying facts, the provision or provisions of the
22 CBA alleged to have been violated, and the requested remedy. Within five (5) working days of
23 receipt of the request, the superintendent, or designee, will meet with the involved parties and
24 attempt to mediate the situation. This informal process shall be given ten (10) days to reach a
25 mutually agreed upon solution.
26

27 **Section 15.1.2. Step II.**

28 If no agreeable resolution is reached within ten (10) days, the grievant may then file a formal
29 written grievance to the superintendent. Within five (5) working days the superintendent shall
30 arrange for a meeting with the grievant and/or the Association to review the issue. The parties
31 shall have the right to include in the representation such witnesses, as they deem necessary to
32 develop facts pertinent to the grievance. Upon conclusion of the meeting, the superintendent
33 will have five (5) working days to provide a written decision, together with the reasons for the
34 decision to the grievant and/or Association.
35

36 **Section 15.1.3. Step III.**

37 If the Association is not satisfied with the disposition of the grievance by the Superintendent, or
38 if no disposition has been made within the period above provided, the grievance, only at the
39 option of the Association, may be submitted before an impartial arbitrator. The Association
40 shall exercise its right of arbitration by giving the Superintendent written notice of its intention
41 to arbitrate within twenty (20) school days of receipt of the written disposition. If the parties
42 cannot agree as to the arbitrator within ten (10) days from the notification date that arbitration
43 will be pursued, the arbitrator shall be selected by the Public Employment Relations
44 Commission in accord with its rules, which rules shall likewise govern the arbitration
45 proceeding, except as provided in "Jurisdiction of the Arbitrator." The decision of the arbitrator
46 shall be final and binding upon both parties.
47

1 **Section 15.2. Arbitration Costs.**

2 Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if
3 any, shall be shared equally by the parties.
4

5 **Section 15.3. Jurisdiction Of The Arbitrator.**

6 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The
7 arbitrator shall not substitute his knowledge for the expressed provisions of the contract under
8 question. Upon request of either party, the merits of a grievance and the substantive and procedural
9 arbitrability issues arising in connection with the grievance may be consolidated for hearing before an
10 arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to
11 having heard the merits of the grievance.
12

13 **Section 15.4. Entry of Decision.**

14 The decision of the arbitrator may be entered in any court of competent jurisdiction should either party
15 fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of
16 competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear
17 the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and
18 other related expenses incurred as a result of defending such action.
19

20 **Section 15.5. Time Limits.**

21 The time limits provided in this Article shall be strictly observed unless extended by written agreement
22 of the parties. In the event a grievance is filed after May 15th of any year, the superintendent shall use
23 its best efforts to process such grievance prior to the end of the school term or as soon thereafter as
24 possible. Failure of the Association to proceed with its grievance within the time hereinbefore provided
25 shall result in the dismissal of the grievance. Failure of the superintendent or its representatives to take
26 the required action within the times provided shall entitle the Association to proceed to the next step on
27 the grievance procedure.
28

29 **Section 15.6. Grievance and Arbitration Hearings.**

30 All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place
31 which will afford a reasonable opportunity for all parties entitled to attend to be present, including any
32 and all witnesses.
33

34 **Section 15.7. Individual Complaints.**

35 If an individual employee has a personal complaint, which he/she desires to discuss with the
36 supervisor, he/she is free to do so without recourse to the grievance procedure. However, no complaint
37 shall be adjusted without prior notification to the Association and opportunity for an Association
38 representative to be present, nor shall any such adjustment of the complaint be inconsistent with the
39 terms of this Agreement. In the administration of the grievance procedure, the interest of the employee
40 shall be the sole responsibility of the Association.
41

42 **Section 15.8. Continuity Of Grievance.**

43 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be
44 processed through the grievance procedure until resolution.
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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked except where comp time is requested by the employee. Each employee shall receive a full accounting and itemization of the authorized deductions, for their pay contract with each paycheck. All work performed outside the employee's regular contract shall reflect their additional hours worked and rates paid.

By October 15th of each year, or within thirty days of employment, employees shall be provided written notice of the employee's contracted hours, hourly rate, and their projected total salary for their contract year.

Section 16.2.

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.

All Employees shall receive the following increases during the Term of this Contract:

- A. 2022-2023 School Year – 5.5% IPD plus an additional 1.5% increase above the IPD.
- B. 2023-2024 School Year – 3.5% or the IPD whatever is greater.
- C. 2024-2025 School Year – 3.5% or the IPD whatever is greater.
- D. 2025-2026 School Year – 3.75% or the IPD whatever is greater.

Section 16.2.1.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 16.2.2.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.3., such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.

Section 16.2.3.

Incremental steps, where applicable, shall take effect on September 1st of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (½) of the previous employment year.

Section 16.2.4.

Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

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Section 16.3.

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

Section 16.4.

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

Section 16.5.

District will provide for employee lodging on District required overnight travel. The employee shall also be compensated at the per diem rate for all qualifying meals while in overnight travel status.

Section 16.6.

If there are more than two hundred and sixty (260) workdays in the work year, the District shall grant a day or days off to full-time employees. Such days must be non-school days and the Association shall designate which day or days shall be taken off at the beginning of the school year.

Section 16.7.

The District shall pay employees an additional one dollar and fifty cents (\$1.50) per hour for all time spent working with asbestos.

Section 16.8. Clothing Allowance.

In the September paycheck of each year, all maintenance and custodial employees shall receive a clothing allowance stipend for the year of three hundred dollars (\$300.00) for the purchase of items such as work boots/shoes, work clothing, and cold weather clothing. This stipend is not intended to cover any District-required specialty or safety gear. Required specialty or safety gear shall be purchased by the District.

Section 16.9.

For each year of the agreement the wage rates on Schedule A shall be increased by any applicable inflationary increase as determined and funded by the State of Washington Legislature reflected in an equal percentage increase to each rate of pay on Schedule A.

ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1. Term of Agreement.

The term of this Agreement shall be September 1, 2022, to August 31, 2026. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 17.2. Modification of Agreement.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, this Agreement shall be reopened as necessary to consider the



1 impact of any legislation enacted following execution of this Agreement which may arguably affect the
2 terms and conditions herein or create authority to alter personnel practices in public employment. For
3 the term of this contract salaries will be increased as herein provided.

4
5 **Section 17.3.**

6 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
7 State or Federal statutes or regulations promulgated pursuant thereto.
8
9

10
11 **ARTICLE XVIII**

12
13 **EDUCATIONAL STIPENDS, TUITION AND REIMBURSEMENT**

14
15 **Section 18.1. Educational Compensation.**

16 Employees will be granted educational increments for extra compensation on the following basis:

17
18 A Wapato Classified employee who has completed an Associate Arts or Bachelor's Degree, must fill out a
19 request and provide official transcripts to the Human Resource Services Office on or before September
20 15th to receive compensation for the current year. The District will honor all Associate Arts Degrees and
21 all Bachelor's Degrees of current employees.

22 The Compensation is as follows:

23	\$0.50 per hour	Associate Arts Degree
24	\$0.75 per hour	Bachelor's Degree

25
26 **Section 18.2. Tuitions.**

27 For each year of the contract, the District shall place three thousand dollars (\$3000.00) into a tuition
28 reimbursement pool. On April 1st of each year employees in the bargaining unit who have submitted a
29 claim during the current year shall receive an equal share of the three thousand dollars (\$3000.00) for
30 those college courses approved by the District to improve job skills.
31

32 **Section 18.3. Food Service Training.**

33 Food Service employees shall be provided an opportunity to attend no less than seven (7) but, at this
34 District's discretion, up to fourteen (14) hours of in-service training per year where the district shall
35 provide training for all food service employees on topics related to kitchen and food safety, food
36 preparation methods, changes and enactment of related laws and regulations including other training
37 subjects as required by the USDA.
38

39 **Section 18.4. Fees.**

40 The District shall pay for all fees associated with any and all continuing education credits and trainings
41 required to obtain or renew any and all licenses and or certifications including a Department of
42 Transportation physical required or requested by the district to perform the duties of any employee's
43 current positions. This does not include fees for a standard Washington State Drivers licenses or the
44 cost of a base CDL, but does include any additional endorsements, or certifications required to operate
45 a school bus or other heavy equipment.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

WAPATO (C/M/T/FS/EA) CHAPTER

BY: */E-signed by Javier Alvarado/*
Javier Alvarado, Chapter President

DATE: *October 17, 2022*

WAPATO SCHOOL DISTRICT #207

BY: */Hand-signed by Kelly Garza/*
Kelly Garza, Superintendent

DATE: *October 21, 2022*



SCHEDULE A 2022-2023
WAPATO PSE
SEPTEMBER 1, 2022 – AUGUST 31, 2023

The Schedule Reflects a 5.5% IPD plus an additional 1.5% Increase from the 2021-2022 Schedule A

	Year 0-5	Year 6-10	Year 11+
Custodian	22.42	22.66	22.89
Head Custodian	26.90	27.18	27.43
Bus Driver	24.40	24.63	24.88
Bus Mechanic	27.23	27.50	27.79
Cook	18.96	19.14	19.33
Kitchen Manager	20.89	21.10	21.30
Food Service Delivery Driver	24.40	24.63	24.88
Maintenance	26.90	27.18	27.43
* Journeyman Status	32.10	32.41	32.74
Paraeducator	19.38	19.57	19.76
Non-Instructional Aid	16.95	17.13	17.30

The rates above do not include the following:

1. Additional one dollar per hour (\$1.00) for Self-Contained Paraeducators
2. Additional seventy-five cents per hour (\$.75) for Production Kitchens (WMS and WHS)
3. Additional fifty cents per hour (\$.50) for AA degree
4. Additional seventy-five cents per hour (\$.75) for BA Degree
5. Driver Trainers - specified authorized hours for driver's training shall receive an additional two dollars (\$2.00) per hour

*Journeyman status is hereby defined as an employee demonstrating minimum of: (1) a current two-year certification license with written credential in their field; or (2) an official journeyman status earned through an appropriate apprenticeship program and annual documentation of continuing education credits. Such parties included under this provision would be limited to a:

- Journeyman Electrician
- Mechanic with Associate Arts Degree in Automotive and Diesel Technology
- Graduate of an accredited Vocational/Technical HVAC program of instruction; minimum of two years heating, ventilation, refrigeration, air condition, and control experience as a service technician. Must be EPA certified.



MEMORANDUM OF UNDERSTANDING

(Transportation Trips – September 1, 2022)

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 WAPATO CUSTODIAL, MAINTENANCE, TRANSPORTATION, FOOD SERVICE AND PARAEDUCATOR CHAPTER AND THE WAPATO SCHOOL DISTRICT #207 PURSUANT TO ARTICLE XVII, SECTION 17.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to the following:

For the 2022-23 and 2023-24 school years, the following language shall supersede the language in Section 7.12.1:

All transportation runs other than regular scheduled daily runs shall be defined as extra trips including those for bus maintenance or repair, which includes trips during the summer, except for emergency situations that require action within two (2) hours of the District becoming aware of the issue. Regular transportation employees shall have first choice on all extra trips according to the following procedure.

Extra trips shall be assigned on a rotating seniority basis, however, drivers over forty-five (45) hours per week shall be bypassed unless no other driver is available.

This MOU shall remain in effect (retroactive to September 1, 2022) and expire on August 31, 2024.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL1948

WAPATO CHAPTER

WAPATO SCHOOL DISTRICT #207

BY: */E-signed by Javier Alvarado/*
Javier Alvarado, Chapter President

BY: */Hand-signed by Kelly Garza/*
Kelly Garza, Superintendent

DATE: *October 19, 2022*

DATE: *October 21, 2022*



1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 WAPATO
5 CUSTODIAL, MAINTENANCE, TRANSPORTATION, FOOD SERVICE AND PARAEUCATOR
6 CHAPTER AND THE WAPATO SCHOOL DISTRICT #207 PURSUANT TO ARTICLE XVII,
7 SECTION 17.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9
10 Wapato School District (“Employer”) has adopted the Health Reimbursement Arrangement (HRA) plans
11 offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees
12 in the State of Washington (collectively the “Plans”): the Standard HRA Plan, which shall be integrated
13 with the Employer’s group medical plan and to which the Employer shall remit contributions only on
14 behalf of eligible employees who are enrolled in or covered by the Employer’s group medical plan; and
15 the Post-separation HRA Plan to which the Employer may remit contributions on behalf of eligible
16 employees, including eligible employees who are not enrolled in or covered by the Employer’s group
17 medical plan, and which shall provide benefits only after a participant separates from service or retires.
18 Each eligible employee must submit a completed and signed Enrollment Form to become an eligible
19 participant and become eligible for benefits under the Plans.
20

21
22 Contributions on behalf of each eligible employee shall be based on the following selected funding
23 sources/formulas:
24

25
26 **Vacation Leave Contributions – Retirement or Separation from Service:** Eligibility for
27 contributions at retirement or separation from service is limited to employees who retire or separate from
28 service with vacation leave cash-out rights during the term of this agreement.

29 YES NO

30
31
32 **Personal Leave Contributions – Retirement or Separation from Service:** Eligibility for
33 contributions at retirement or separation from service is limited to employees who retire or separate from
34 service with vacation leave cash-out rights during the term of this agreement. To be eligible, an employee
35 must have unused personal leave cash-out rights during the term of this agreement.

36 YES NO

37
38
39 **Sick Leave Contributions – Annual:** Eligibility for contributions on an annual basis is limited to
40 employees who have accumulated one-hundred eighty (180) days (or more if eligible) of unused sick
41 leave. To be eligible during the term of this agreement, an employee must have earned at least one
42 hundred eighty (180) days of unused sick leave as of the effective date, not including any front-loaded
43 days.

44 YES NO
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1 **Sick Leave Contributions – Retirement or Separation from Service:** School Employees eligible to
2 receive a sick leave cash-out include those who either:

- 3
4 a. Retire (have been granted a PERS, or SERS retirement allowance); or
5
6 b. Separate from service and who are at least age fifty-five (55) with at least fifteen (15) years of
7 service under PERS 2, or SERS 2, or at least ten (10) years of service under SERS 3. (Item “b”
8 describes what we mean by separation from service when referring to sick leave cash-outs).

9 YES NO

10
11
12 **Mandatory Employee Contributions:** The District and the Group agree that the Group’s compensation
13 package will be changed such that eligible employees shall receive additional benefits in the form of
14 VEBA Plan contributions which shall be contributed on a monthly basis, and each eligible employee’s
15 salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all group
16 employees defined as eligible and shall be considered and referred to as Employer contributions.

17 YES NO

18
19
20 **NOTE:** All leave cash-out contributions on behalf of each eligible employee shall be based on the cash-
21 out value of leave days or hours accrued by such employee available for contribution in accordance with
22 statute and Employer policy or procedure. For sick leave cash-outs, it is understood that all eligible
23 employees will be required to sign and submit to the Employer a hold harmless agreement complying
24 with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit
25 such agreement to the Employer, the Employer will not make sick leave cash-out contributions to the
26 Plan at any time during the term of this agreement, and any and all excess sick leave which, in the
27 absence of this agreement, would accrue to such employee during the term hereof shall be forfeited
28 together with all cash rights that pertain to such excess sick leave.

29
30
31 Employees whose employment contract exceeds one hundred eighty (180) days may accrue sick leave
32 up to their annual contract amount.

33
34
35 This Memorandum of Understanding shall be in effect September 1, 2023, shall remain in effect until
36 August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

37
38
39 PUBLIC SCHOOL EMPLOYEES OF
40 WASHINGTON / SEIU LOCAL 1948

41
42 WAPATO CHAPTER

43
44 BY: */E-signed by Javier Alvarado/*
45 Javier Alvarado, Chapter President

46
47 DATE: *August 15, 2023*

48
49 WAPATO SCHOOL DISTRICT #207

50 BY: */signed by Kelly Garza/*
51 Kelly Garza, Superintendent

52 DATE: *August 21, 2023*

1 **LETTER OF AGREEMENT**

2
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 WAPATO CUSTODIAL,
5 MAINTENANCE, TRANSPORTATION, FOOD SERVICE AND PARAEDUCATOR CHAPTER
6 AND THE WAPATO SCHOOL DISTRICT #207 PURSUANT TO ARTICLE XVII, SECTION 17.2.
7 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9
10 The parties agree to the following:
11

- 12
13 1. Schedule A 2023 – 2024, which is attached
14

15
16 This Letter of Agreement shall become effective September 1, 2023, and shall be attached to the current
17 Collective Bargaining Agreement.
18

19
20 PUBLIC SCHOOL EMPLOYEES OF
21 WASHINGTON / SEIU LOCAL 1948
22

23 WAPATO CHAPTER

24 WAPATO SCHOOL DISTRICT #207

25
26 BY: /E-signed by Javier Alvarado/
27 Javier Alvarado, Chapter President
28

29 BY: /signed by Kelly Garza/
30 Kelly Garza, Superintendent
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32
33 DATE: August 15, 2023
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DATE: August 21, 2023



SCHEDULE A – SEPTEMBER 1, 2023 to AUGUST 31, 2024

The Schedule Reflects 3.7% IPD Increase from the 2022-2023 Schedule A

	Year 0-5	Year 6-10	Year 11+
Custodian	\$ 23.25	\$ 23.50	\$ 23.74
Head Custodian	\$ 27.90	\$ 28.19	\$ 28.44
Bus Driver	\$ 25.30	\$ 25.54	\$ 25.80
Bus Mechanic	\$ 28.24	\$ 28.52	\$ 28.82
Cook	\$ 19.66	\$ 19.85	\$ 20.05
Kitchen Manager	\$ 21.66	\$ 21.88	\$ 22.09
Food Service Delivery Driver	\$ 25.30	\$ 25.54	\$ 25.80
Maintenance	\$ 27.90	\$ 28.19	\$ 28.44
* Journeyman Status	\$ 33.29	\$ 33.61	\$ 33.95
Paraeducator	\$ 20.10	\$ 20.29	\$ 20.49
Non-Instructional Aid	\$ 17.58	\$ 17.76	\$ 17.94

The rates above do not include the following:

- 1 Additional one dollar per hour (\$1.00) for Self-Contained Paraeducators
- 2 Additional seventy-five cents per hour (\$.75) for Production Kitchens (WMS and WHS)
- 3 Additional fifty cents per hour (\$.50) for AA degree
- 4 Additional seventy-five cents per hour (\$.75) for BA Degree
- 5 Driver Trainers - specified authorized hours for driver's training shall receive an additional two dollars (\$2.00) per hour