

COLLECTIVE BARGAINING AGREEMENT BETWEEN
WHITE PASS SCHOOL DISTRICT, #303
AND
PUBLIC SCHOOL EMPLOYEES OF WHITE PASS, #515
SEPTEMBER 1, 2024 - AUGUST 31, 2028



Public School Employees of Washington / SEIU Local 1948
P. O. Box 798
Auburn, Washington 98071-0798
1.866.820.5652
www.pseclassified.org

TABLE OF CONTENTS

		Page
DECLARATION OF PRINCIPLES		1
PREAMBLE		1
ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II	RIGHTS OF THE EMPLOYER	4
ARTICLE III	RIGHTS OF EMPLOYEES	5
ARTICLE IV	RIGHTS OF THE ASSOCIATION	6
ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION & NEGOTIATION	7
ARTICLE VI	ASSOCIATION REPRESENTATION	8
ARTICLE VII	HOURS OF WORK (Work Shifts)	8
ARTICLE VIII	OVERTIME	13
ARTICLE IX	HOLIDAYS	13
ARTICLE X	SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE	14
ARTICLE XI	LEAVE OF ABSENCE	16
ARTICLE XII	VACATIONS	17
ARTICLE XIII	SENIORITY	18
ARTICLE XIV	PROBATIONARY PERIOD	20
ARTICLE XV	DISCHARGE OF EMPLOYEES	20
ARTICLE XVI	REDUCTION IN FORCE	21
ARTICLE XVII	RETIREMENT	23
ARTICLE XVIII	VOCATIONAL TRAINING	23
ARTICLE XIX	PARAEDUCATOR TRAINING	24
ARTICLE XX	INSURANCE	24
ARTICLE XXI	BULLETIN BOARDS	24
ARTICLE XXII	POSITION DESCRIPTIONS	25
ARTICLE XXIII	MEMBERSHIP (Dues Authorization and Records)	26
ARTICLE XXIV	CHECKOFF	26
ARTICLE XXV	GRIEVANCE PROCEDURE	26
ARTICLE XXVI	SALARIES	28
ARTICLE XXVII	NO STRIKE – NO LOCKOUT	29
ARTICLE XXVIII	TERM	29
SIGNATURE PAGE		30
SCHEDULE A	2024-2025	31

DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between White Pass School District Number 303 (hereinafter "District" or "Employer") and Public School Employees of White Pass, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association" or "PSE").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows.

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

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

as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.

The bargaining unit to which this Agreement is applicable is as follows: any and all employees performing work as classified employees in any of the following sub-units: custodial-maintenance, secretarial-clerical, transportation, paraeducator and library technician-grant coordinator; EXCEPT, fiscal officer, superintendent's secretary, maintenance supervisor, accounting clerk, nurse, transportation supervisor or any other confidential employee.

Employee Definitions

Section 1.3.1. Substitute Employee.

A substitute employee is an employee who is employed by the District as a replacement for another employee who is on intermittent leave or absence. Substitute employees shall be paid the substitute rates on Schedule A. No other provision of this collective bargaining agreement shall apply to substitute employees.

Section 1.3.1.1. Bargaining Unit Substitute.

Pursuant to PERC rules, substitute employees working thirty (30) days or more in a school year are recognized as bargaining unit employees; provided, however, that bargaining unit substitutes are subject only to the terms of Schedule A. Such bargaining unit status will remain in effect until such time as the employee separates from employment in accordance with the provisions of this agreement or is a voluntary quit. Substitute employees are eligible to participate in the Washington State Public Employees Retirement System to the extent allowed by state law.

Section 1.3.2. Full-Time Equivalent (FTE):

For purposes other than insurance benefits as provided herein, the percentage of the total annual hours, including paid holidays worked by an employee, shall be based on two thousand eighty (2,080) annual hours.

Section 1.3.3. Full-Time Employee:

An employee who is employed in a regular position two thousand eighty (2,080) hours per year [forty (40) hours per week, twelve (12) months per year, two hundred sixty (260) working days per work year].

Section 1.3.4. Regular Part-Time Employee.

A regular part-time employee is an hourly employee in a regular position who works a regular monthly schedule, and is not a full-time employee.

Section 1.3.5. Temporary Employee.

An employee who is assigned to a temporary position created due to district determined special needs or special projects (and not occupied by a regular employee who is on an approved leave) which exists or, in good faith, is projected to exist for a period not to exceed the end of the current fiscal year. Temporary positions will be posted. Temporary employees are included in the bargaining unit and subject to the following provisions.

1 **Section 1.3.5.1. Temporary Employee First 45 Days.**

2 Temporary employees who work less than forty five (45) consecutive days during the
3 current or immediately preceding school year shall be paid the Schedule A 30-day
4 bargaining unit substitute rate for the first 45 days and will be subject only to the
5 provisions of Article XIX (Insurance), Article XXII (Association Membership), and
6 Article XXIV (Grievance Procedure). It is understood that employment in these
7 positions may be impacted from implementation of Article XVI (Reduction in Force).
8

9 **Section 1.3.5.2. Temporary Employee after 45 Days.**

10 After working more than forty five (45) consecutive days, in addition to the contractual
11 rights identified in Section 1.3.5.1 above, a temporary employee shall have the
12 following additional contractual rights: (a) seniority as defined in Article XIII only for
13 the purpose of establishing preferential rights to assignment to new or open jobs or
14 positions (and not layoffs or reductions in hours); and (b) the retention of seniority
15 rights under this section for a period of one (1) year after the conclusion of the
16 temporary position. Temporary employees working more than 45 days shall be paid at
17 the Schedule A Year 1 rate for the position in which they work. No other provisions of
18 this collective bargaining agreement shall apply to temporary employees working
19 greater than 45 days. It is understood that employment in these positions may be
20 impacted from implementation of Article XVI (Reduction in Force).
21

22 **Section 1.3.6. Leave Replacement Employee.**

23 Persons substituting for an extended (and not intermittent) period of thirty (30) consecutive
24 work days or longer while regular employees are out on sick leave or on other approved leave
25 shall also be known as "Leave Replacement Employees." A leave replacement employee
26 employed from outside the bargaining unit shall be hired as a result of a position posting and
27 shall have the same contractual rights granted to greater than 45 day temporary employees.
28

29 **Section 1.3.6.1. Regular Employee Filling a Leave Replacement Position.**

30 Except when circumstances are detrimental to the education of students or creates a
31 hardship to the department, a regular employee may take a leave from their current
32 position to fill a leave replacement position within the same department or building
33 coming open because of a leave anticipated to exceed thirty (30) working days if the
34 position has greater hours or a higher rate of pay. A leave replacement employee hired
35 from within the bargaining unit shall retain all contractual rights and shall return to
36 his/her former position at the time the initial employee on leave returns. The temporary
37 vacancy created by the regular employee taking leave shall be filled by a Leave
38 Replacement Employee from outside the bargaining unit.
39

40 **Section 1.3.6.2. Regular Driver Filling a Driver Leave Replacement Position.**

41 Regular bus drivers will, by seniority, be offered known driver leave replacement
42 positions of five (5) consecutive days or longer provided the route being subbed has
43 greater time.
44

45 **Section 1.3.7. Recall List (Laid Off).**

46 Personnel on layoff status (placed on a recall list) shall have first priority in filling the above
47 described Temporary and/or Leave Replacement positions for which they are qualified. All
48 regular contractual benefits shall apply to these employees while employed in such a

Temporary or Leave Replacement position. Placement in such Temporary positions shall not impact the employee's rights and obligations described in Article XVI at the completion of the position.

Section 1.4.

In the event of a levy failure or substantial student enrollment decline during the period of this Agreement, the District has the right to subcontract out bargaining unit work provided that the provisions of RCW 28A.400.285 and OSPI Feasibility Study requirements are fulfilled. The District shall negotiate with the Association the merits and effects of such a decision.

Section 1.5.

The District maintains the option to enter into job training projects with the state Department of Employment Security or federal training projects and to set salaries for trainees with these agencies. Such employees are not covered by the terms and conditions of this Agreement. Such employees shall not be used to replace regular District funded employees. If any of these positions become permanent District funded positions, the position(s) shall be opened for bargaining unit consideration.

Section 1.6.

Neither party shall be compelled to comply to any provision of this agreement which conflicts with state or federal statutes or regulations. If any provision of this agreement or the application of any such provision is held invalid, the remainder of this agreement shall not be affected.

Section 1.6.1. Member List.

In accordance with Chapter 41.56 RCW, the District shall provide employee information that it has in its records for all bargaining unit members to the Association that includes: name, date of hire, cell phone number, home phone number, work phone number, most up-to-date home email, work email, home address and mailing address. Employment information provided will include: job title, rate of pay, and work site location. This information shall be provided each month for newly hired employees and for the entire bargaining unit every 120 days.

Section 1.6.2.

Substitutes will be eligible for union membership as soon as they are eligible for SEBB. The substitute will not have contract rights under the Collective Bargaining Agreement.

Section 1.7.

In the event that the provisions of the previous Section 1.6 apply to provisions of this Agreement, such provision only shall be open for negotiations.

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 the school board and management officials of the District. Included in these rights is the right to direct the work force, the right to hire, promote, demote, retain, transfer, and assign employees

1 in positions; the right to suspend, discharge, or take other disciplinary action against employees; and
2 the right to release employees from duties because of lack of work or for other legitimate reasons. All
3 other rights not specifically covered in the contract remain with management.
4
5
6

7 **ARTICLE III**

8 **RIGHTS OF EMPLOYEES**

9 **Section 3.1.**

10 It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in
11 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
12 Association. The freedom of such employees to assist the Association shall be recognized as
13 extending to participation in the management of the Association, including presentation of the views of
14 the Association to the Board of Directors of the District. The District shall neither encourage nor
15 discourage membership in any employee organization.
16
17

18 **Section 3.2.**

19 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
20 Association representatives and/or appropriate officials of the District.
21
22

23 **Section 3.3. Personnel Files.**

24 Employees shall, upon request, have the right to inspect all contents of their personnel files kept within
25 the District. Files may be reviewed under the supervision of a supervisor or his/her designee and no
26 materials shall be removed. Employees may request a copy of all materials placed in their files at
27 appropriate costs. Employees have the right to submit a written response pertaining to any materials in
28 their files. Such response shall become part of the personnel file. The District will maintain a single
29 personnel file which shall be kept in the office of the superintendent and shall be controlled by District
30 office personnel. The supervisors may, however, maintain a working file to be destroyed at the end of
31 the year, but the personnel file in the District office is the official personnel file for employees. Each
32 employee shall, at the discretion of the employee, be allowed to request of the superintendent that any
33 negative item more than three (3) years old shall be reviewed for removal from the file, if such
34 negative actions have not reoccurred during said time period. Any item to be removed from the file
35 shall be given to the employee for destruction. The District agrees to purge all computer files that
36 correspond to the item in question. No references to the purged item will remain in the personnel file
37 or other District records. The District shall provide an employee copies of any new documents
38 included in his or her file within three (3) days.
39

40 **Section 3.4.**

41 All employees shall be evaluated annually by their supervisor, prior to the end of the school year. In
42 the case of paraeducators, all written evaluation comments and documents from all teachers shall be
43 attached to the supervisor's evaluation. Employees shall have the right to attach any comments to the
44 evaluation and receive a final copy of the signed evaluation.
45

46 **Section 3.5.**

47 Prior to or at the first meeting between the superintendent and the certificated bargaining group to
48

1 discuss calendar, classified staff will have the opportunity to provide input regarding the school year
2 calendar based upon data they have collected from the membership.

3
4 **Section 3.6.**

5 The principal and/or federal programs director for each building shall meet with classified staff or their
6 representatives no fewer than three times per year (within two weeks prior or after trimester dates in
7 November and March and the end of the year) to discuss current staffing levels and gather input to
8 determine possible adjustments and planning for the following year.

9
10 **Section 3.7.**

11 Neither the District, nor the Association, shall discriminate against any employee subject to this
12 agreement on the basis of race, creed, color, gender including gender expression or identity, sexual
13 orientation, religion, age, marital status, honorably discharged veteran or military status, the use of a
14 trained dog guide or service animal by a person with a disability, or the presence of any physical,
15 sensory, or mental disability, except insofar as such factors are valid occupational qualifications and
16 the employee can perform the essential functions of the job.

17
18 **Section 3.8.**

19 Employees requested to administer medications or perform nursing services shall be provided training
20 and shall have right of refusal without employer reprisal or disciplinary action. Employees must
21 receive the training before they are authorized to deliver the service or medication. Such training will
22 be provided as necessary on an ongoing basis.

23
24
25
26 **ARTICLE IV**

27
28 **RIGHTS OF THE ASSOCIATION**

29
30 **Section 4.1.**

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

35
36 **Section 4.2.**

37 The Association shall promptly be notified by the District of any written disciplinary actions of any
38 employee in the bargaining unit in accordance with the provisions of Article XV and Article XXIV.
39 The Association is entitled to have an observer at hearings conducted by any District official or body
40 arising out of grievance and to make known the Association's views concerning the case.

41 **Section 4.3.**

42 The District will provide PSE a list transmitted electronically upon any changes, listing bargaining unit
43 employees who are hired, re-hired, reinstated, transferred into or out of a bargaining unit, reclassified,
44 promoted, downgraded, placed on any type of leave, laid off, recalled from layoff or separated from
45 the District. The report will include each listed bargaining unit employee's name, job title, work
46 location, personnel action and reason.

1 **Section 4.4. New Employee Orientations.**

2 The Union shall have up to thirty (30) minute orientation with new employees during an employees'
3 regular work hours within ninety (90) days of the employees' start date. The orientation will be for the
4 purpose of presenting information about the Union to the new employee. The Union shall inform each
5 new employee that membership in the Union is voluntary and only when an employee clearly and
6 affirmatively consents to joining the Union may the Union collect fees. Attendance at such orientation
7 by a new employee is voluntary (time will be paid).

8
9 **Section 4.5. New Hire Packets.**

10 The District at the time of hire will provide all bargaining unit employees a PSE new hire packet, to be
11 furnished by PSE.

12
13 **Section 4.6.**

14 The Association reserves and retains the right to delegate any right or duty contained herein, within the
15 scope of statute, to appropriate officials of the PSE/SEIU Local 1948 State Organization.

16
17 **Section 4.7.**

18 The president of the Association and/or his/her designated representatives may be provided time off
19 without loss of pay to a maximum of two (2) days per year to attend local, regional or state meetings
20 when the purpose of those meetings is in the best interests of the District as determined by the District
21 administration.

22
23 **Section 4.8.**

24 With prior approval from the superintendent or his/her designee, union officials may be released with
25 pay to conduct business with the District when the District desires to engage in such transactions
26 during the officials' regular shift. Such release time will be in addition to any other release time
27 described in this Agreement and may include contract negotiations.

28
29
30 **ARTICLE V**

31
32 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

33
34 **Section 5.1.**

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

39
40 **Section 5.2.**

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

44
45 **Section 5.3.**

46 The Association will be provided the opportunity to have a designated Association delegate from each
47 department to attend meetings when the subject of setting or changing the school calendar will affect
48 classified employee wages, hours, or working conditions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association will designate a Conference Committee of up to three (3) members who will meet with the superintendent of the District or District's designee at least every other month to discuss appropriate matters.

Section 6.2.

When formal meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, minutes of such meetings shall be mutually agreed upon and a signed copy will be forwarded to the superintendent and Association president.

Section 6.3.

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 that he does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.3.1.

The Association shall notify the District within ten (10) days after an employee terminates a grievance if the Association intends to continue to pursue the matter to conclusion in accordance with Section 6.3 above.

Section 6.4.

Designated representatives of the PSE/SEIU Local 1948 may visit with employees in the bargaining unit for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the school district of his/her arrival in accordance with required District procedures. Provided, that meetings or conferences between employees and the Association will not hamper, interfere or obstruct the employees normal duties or cause a disruption to the educational process.

ARTICLE VII

HOURS OF WORK (Work Shifts)

Section 7.1.

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday) except for those employees designated by the District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five (5) consecutive workdays plus two (2) days of rest which shall be treated as their Saturday and Sunday

1 in that order. Each employee will be assigned in advance to a definite shift with designated times of
2 beginning and ending. Each work shift consisting of more than four (4) hours shall include a thirty
3 (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. Such lunch
4 period shall not be compensated. Each shift shall also include a fifteen (15) minute first half (½) and a
5 fifteen (15) minute second half (½) rest period, each of which rest periods shall occur as near the
6 middle of each half shift as is practicable. Shifts consisting of more than two (2) but less than four (4)
7 hours shall include a fifteen (15) minute rest period as near the middle of the shift as is practicable.

8 9 **Section 7.1.1.**

10 Paraeducators will be allowed to work their regular hours on scheduled early dismissal
11 and/or late start days during the school calendar year. Paraeducators may opt to take unpaid
12 leave for those hours when students are not present; provided, however, with a minimum of
13 two (2) weeks prior notice, paraeducators will be required to work their regular schedule to
14 attend mandatory trainings.

15 16 **Section 7.2.**

17 Regular employee requested to substitute for or perform duties regularly filled by a higher paid
18 employee in the bargaining unit shall receive compensation equal to that normally received by a Year 1
19 employee in the higher paid position or five percent (5%) higher than their regular hourly rate of pay,
20 whichever is greater. Employees requested to work in a supervisory, non-bargaining unit position will
21 receive a five percent (5%) pay increase above their normal rate of pay.

22 23 **Section 7.3.**

24 Employees required to work through their regular lunch periods will be given time to eat at a time
25 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
26 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
27 be compensated for the foregone lunch period at overtime rates, if applicable.

28 29 **Section 7.4.**

30 When their attendance is required by the principal or superintendent, bargaining unit employees will be
31 paid a minimum thirty (30) minutes for attendance at staff meetings.

32 33 **Section 7.4.1.**

34 Drivers will be paid their regular rate of pay for attendance at mandatory meetings.

35 36 **Section 7.5. Bus Drivers.**

37 A normal workday (i.e., to and from route) shall not be less than two (2) hours including warm-up
38 time. Bus drivers shall receive pay for forty-five (45) minutes per day for the purpose of bus clean-up,
39 washing, fueling, warm-up, and safety checks in addition to actual hours of driving time. Bus drivers
40 will also be compensated up to four (4) additional hours per year at their regular rate of pay for the
41 annual bus cleaning and sanitation work. Drivers shall receive a minimum of one (1) hour pay for
42 each duty call. A duty call is defined as any work other than the normal work shift or workday. A
43 duty call is defined as any work assignment noncontiguous to a daily assigned run.

44 45 **Section 7.5.1.**

46 Bus drivers shall be compensated at the bus driver rate according to Schedule A.

Section 7.5.2.

Bus Drivers required to spend overnight while driving shall be paid one hundred dollars (\$100) per night. Their lodging costs will be covered. Overnight trips are exempt from duty call and normal route descriptions as indicated in Section 7.4. Drive time for overnight trips is calculated as actual time spent driving the bus, pre-tripping, or in stand by in which the bus driver will receive compensation at the drive time rate as a bus driver according to Schedule A. Standby time is defined as wait time at repair sites, practices, extracurricular activities, field trips, and riding any time as a passenger in a vehicle.

Section 7.5.3.

All regular to and from school bus routes will be posted on or before October 1, with the total time of the run. Routes will be bid at that time for the remainder of the year according to seniority; provided, however, that if a driver's total time changes by more than twenty (20) minutes a senior driver shall have the option to bump to a route driven by a junior employee with more time than the senior driver.

Section 7.5.4.

To ensure the safety of our students, any employee driving a bus or other school vehicle to transport students will report to the transportation supervisor any medical conditions that may affect their ability to operate the bus or school vehicle. This includes the use of prescription and over the counter medications. If the supervisor determines they should not be operating the bus or school vehicle, employees may use their accrued sick leave or personal leave to make up lost work hours. Bus drivers are asked to self-report driving violations that could cause their Commercial Drivers License to be revoked.

Section 7.6.

All extra trips requiring a bus driver will be posted in the transportation office for drivers' consideration. Extra trips shall be assigned on a rotating seniority basis. Rotation will begin with the most senior driver each month. Drivers will not normally be allowed to work in excess of forty (40) hours per week.

- A. The trips will be posted the last Wednesday of the month, and finalized on the last Friday of the month. Drivers will meet at 1:00 p.m. on the last Friday of the month to bid on trips. If a driver will not be available at bid time, the driver may leave a list of selected trips, ranked in order of preference, with the transportation supervisor so he/she can bid for them when it is the driver's turn.
- B. Beginning with the top driver in the rotation, each driver may choose one (1) trip from the posted list. The next driver in rotation order may select one trip followed by each driver, one trip at a time, continuing until all the extra trips are assigned. If extra trips remain after all drivers have had an opportunity to bid on one trip, the rotation will continue allowing drivers to choose additional trips.
- C. Trips that come in during the month will be assigned by seniority and will be offered first to the most senior driver. Trips that come in during the month are not subject to the rotation process.

- 1 D. Any trips that have not been taken by regular drivers once bids have been finalized will be
2 offered to the substitute drivers. If the trip is for an athletic event or activity, including the
3 activity bus or practice bus, and there is not a substitute driver available, coaches for the
4 event or activity, classified staff or community members who have met district
5 requirements for driving bus, may be offered the route based on the discretion of the
6 director of transportation. In this situation coaches will be paid at the substitute rate for
7 drive time. Coaches will not receive the standby rate. Classified, certificated or
8 community members who drive will be paid the substitute rate for driving and will also
9 receive the standby rate.
- 10
- 11 E. If after offering by seniority a trip remains unfilled, the supervisor may assign to the least
12 senior driver.
- 13
- 14 F. Drivers that miss their morning route because of the "eight hour" rule will take that time off
15 without pay.
- 16

17 The District will post trips in advance and a driver who signs up is obligated to take the trip. Should a
18 situation arise where they are unable to take the run, the driver shall notify the transportation
19 supervisor and the trip will be offered to the next driver in the bid rotation. If no driver accepts the
20 trip, the supervisor may assign to the least senior driver.

21

22 **Section 7.7. Paraeducator Substituting for Certificated Staff.**

23 In the event that all reasonable effort to obtain a certificated substitute has been exhausted, the
24 following will occur.

25

26 Step 1. Paraeducators, excluding one-on-one assistants unless student is absent, and special grant
27 funded positions such as GEAR UP, will be called according to the following procedures:

28

- 29 1. They have indicated an interest to be called through a prior building sign up list (one-on-one
30 paraeducators may sign but it is understood they will only be called if their student is absent); and
31 provided they are qualified for the position. Paraeducators on the list will be called on a rotating
32 seniority basis unless a paraeducator is available and not assigned to a regular shift on that day. It is
33 understood that qualified paraeducators with a "day off" will have priority (in seniority order) over
34 paraeducators on the seniority list who are working that day. A person cannot exceed forty (40)
35 hours per week, which includes all work hours for the District, unless approved by the District.
- 36
- 37 2. To begin the rotation process, at the beginning of the school year, the district will begin with the
38 most senior person in each building. Seniority lists by building will be developed and will only
39 include those who have indicated prior interest and are qualified (as determined by the district) to
40 participate. In the event that the person responsible for attaining a substitute cannot reach a person
41 on the list after having made a reasonable attempt, they will go on to the next person in the
42 rotation. The District will develop a record-keeping process to insure adherence to the above
43 procedures and rotating seniority rights. Paraeducators will have a right of refusal but if they do so
44 will be placed at the bottom of the list and lose their turn, It is also understood that paraeducators
45 who sign up for subbing for certificated staff will do so with a willingness to accept a variety of
46 possible assignments.
- 47
- 48

3. In an emergency case where no certificated sub is reasonably available and no paraeducator on the sub list is willing to substitute for the absent teacher; the district reserves the right to assign qualified paraeducators to substitute in the least disruptive manner possible and in reverse seniority order.

Section 7.7.1. Definitions.

Hours for Certificated Substitute: a half-day for a substitute for a certificated employee is three (3) hours. One-On-One Assistant: person who is responsible for a one-on-one student for fifty percent (50%) or more of the time.

Section 7.7.2. Compensation.

Regular paraeducators substituting for certificated staff shall be paid at the regular certificated substitute wage rate per day; or if substituting for certificated staff for three (3) hours or less paraeducators will be paid the certificated substitute teacher hourly rate, and will also receive this hourly rate for test facilitation. Said dollar amounts will be adjusted accordingly if the certificated substitute daily wage rate increases. In the case of a classified substitute is not performing satisfactorily by fulfilling the expectations of the teacher substituted for, a meeting will be held discussing the needed changes. This will be documented and will include the teacher, an administrator, association representative and the classified substitute. The classified substitute will be given one (1) more opportunity to be effective in that room. If this attempt is also not successful, the teacher then has the right to request that the said classified person not be called again for that particular class.

Section 7.8.

In the event of an unusual school closure, including a late start or early release, due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of one (1) hour's pay at regular rate of pay, in the event of such a closure; provided, however, that no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work.

Section 7.8.1.

With prior approval from their immediate supervisor, an employee may flex their work schedule to make up for all lost work hours. An employee may also elect to use vacation, personal leave, emergency leave (deducted from accrued sick leave), or accumulated compensatory time to be compensated for all lost work hours caused by school closures due to inclement weather, plant inoperation, waiver days or the like.

Section 7.9.

Bargaining unit employees shall have first choice by seniority, within classification first, then bargaining unit employees by seniority, of added summer work provided they are qualified for the work.

Section 7.10.

The District will provide the sum of two hundred fifty dollars (\$250.00) per year for the maintenance employee and bus mechanic for the use of personal tools and equipment.

ARTICLE VIII

OVERTIME

Section 8.1.

Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided. Provided, however, that if an individual is doing the work on regular time that becomes overtime, they will be assigned the overtime. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. All overtime must be approved in advance by the superintendent or his/her designee.

Section 8.2.

All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the employee's base hourly rate and shall receive prior approval by their immediate supervisor or superintendent.

Section 8.3. Compensatory Time Off.

An employee may, at his/her option, request compensatory time off in lieu of overtime compensation or payment for hours worked beyond forty (40) in one week. Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each hour worked. If compensatory time cannot be used in the same pay period, it may be accrued and records kept. Payment for any unused compensatory time will be made annually in the June payroll.

Section 8.4.

Employees, other than bus drivers on voluntary assignments, called back on a regular workday or called on Saturday or Sunday, shall receive no less than two (2) hours pay at the appropriate rate.

ARTICLE IX

HOLIDAYS

Section 9.1.

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

- | | |
|--------------------------------|----------------------------------|
| 1. Presidents' Day | 8. Thanksgiving Day |
| 2. New Year's Day | 9. Day after Thanksgiving |
| 3. Martin Luther King Birthday | 10. Day before Christmas |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Day after Christmas |
| 6. Labor Day | 13. Day before or after July 4th |
| 7. Veterans' Day | 14. Juneteenth |

Section 9.2. 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. An employee who is on the active payroll on the holiday and has worked

either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness he was unable to work on either of such shifts, and his/her absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

Section 9.3. Worked Holidays.

Employees who are required to work by their immediate supervisor or superintendent on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) times their base rate for all hours worked on such holidays.

Section 9.4. Holidays During Vacation.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 9.5.

The school district will allow less than twelve-month employees to take two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization; provided, that the employee's absence would not impose an undue hardship on the District pursuant to WAC 82-56-020.

ARTICLE X

SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE

Section 10.1. Sick Leave.

A twelve (12) month employee shall accumulate twelve (12) days of sick leave per year. Each nine (9) month employee shall accumulate ten (10) days of sick leave each year. Sick leave shall be vested when earned, and may be accumulated up to a maximum of one hundred eighty (180) days. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of the base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with his/her normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

Section 10.1.1.

Employees utilizing all sick leave days prior to working the entire fiscal year will be prorated per months worked. Appropriate corrections will be made on the last check.

Section 10.2. Bereavement Leave.

Each employee shall be entitled to a maximum of five (5) days leave with pay per year for absence caused by death to an employee's child, spouse, parent, step-parent, grandparent, sibling, parent-in-law, individual in employee's household, or significant person. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative. The employee may submit a request to the superintendent for additional days leave with pay that will be deducted from other paid leave

(e.g., sick leave, vacation, personal, etc.). If no paid leave is available, the employee may request unpaid leave.

Section 10.3. Personal Leave.

Each employee shall have three (3) personal leave days with pay per year for activities that cannot be accomplished outside the normal work schedule. Notification shall be made to the employee's immediate supervisor twenty-four (24) hours in advance of the need for such leave, except in the case of emergencies, and the employee shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. An employee may accumulate up to five (5) personal leave days (an employee shall not have any more than five (5) personal days in any one contract year.)

Personal leave cannot be taken the first or last week of school. For special reasons, this leave may be taken with the Superintendent's approval during the first or last week of school. The Superintendent's decision cannot be grieved.

At the request of the employee, unused personal leave may be compensated to the employee at their regular pay rate at the end of each school year.

Section 10.4. Short-Term Leave.

Non-paid short-term leave for classified employees will be allowed for special occasions. Applications for unpaid leave must be made to the Superintendent in writing at least five (5) days prior to the planned absence. The employee must state in writing to the Superintendent his/her reason for the leave. The decision of the Superintendent regarding the leave is final. The Superintendent's decision cannot be grieved.

Section 10.5. L&I Leave.

In the event employees are absent for reasons which are covered by industrial insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Washington State Department of Labor and Industries (L&I) and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 10.6. Sick Leave Attendance Incentive Program.

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

Section 10.6.1.

At the time of separation from school district employment, pursuant to the provisions of RCW 28A.400.210, 212, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury.

1 **Section 10.7. Judicial Leave.**

2 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
3 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
4 required presence in court; provided, however, that any compensation received for such service shall
5 be remitted to the school district. In the event that an employee is a party in a court action, such
6 employee may request a leave without pay.

7
8 **Section 10.8. Washington State Family Care Act.**

9 An employee shall be eligible to utilize a choice of accrued sick leave or other paid leave to care for a
10 child of the employee, a spouse or significant person, parent, parent-in-law, or grandparent of the
11 employee with a health or emergency condition that requires treatment or supervision. The District
12 shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against
13 an employee who uses this leave.

14
15 **Section 10.9.**

16 The District agrees to establish and administer a leave sharing program in accordance with
17 RCW 28A.400.380.

18
19 **Section 10.10. PFML (Paid Family Medical Leave) Integration.**

20 The District will provide leave and benefits in accordance with Board Policy on the Family and
21 Medical Leave Act, the Washington State Paid Family Medical Leave Act the state paid family
22 medical leave (PFML) administered through the state Employment Security Department (ESD), and
23 other state and federal laws, and District policies. During the time an employee is on PFML, they are
24 on "unpaid leave" through the District. Any time taken for PFML during the employee's contract will
25 result in a reduction and proration of their contract.

26
27 Employees who have accrued sick leave and are on PFML may choose to use sick leave to supplement
28 their pay while on PFML. Specifically, employees may either:

29
30 (a) use one-half (1/2) day of their sick leave on each day of their PFML leave (if they have sufficient
31 leave) as a supplemental benefit to make their pay whole; or

32
33 (b) to not use sick leave and instead receive only PFML benefits from the ESD. Employees should
34 consult with the District office, the Union, and the ESD if using PFML, to understand the
35 consequences for their compensation for the contract year, and their options for structuring their
36 absence and leave.

37
38
39
40 **ARTICLE XI**

41
42 **LEAVE OF ABSENCE**

43
44 **Section 11.1.**

45 Upon recommendation of the immediate supervisor through administrative channels to the
46 superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
47 leave of absence for a period not to exceed one (1) year. If the employee does not return at the end of
48 the leave of absence, or if employment is obtained during the leave of absence, all rights under this

contract shall be lost. The employee must inform the District in writing by April 1 regarding their intent to return to the District the following year. If they do not inform the District by April 1, all rights to employment may be forfeited.

Section 11.2.

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of the above provisions.

Section 11.3.

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave and seniority rights shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for a job related injury, seniority shall accrue.

ARTICLE XII

VACATIONS

Section 12.1.

Vacations will be as follows for 260 day employees.

- A. During the first year of current continuous employment – 96 hours (12 days) per annum.
- B. During the second year of current continuous employment – 104 hours (13 days) per annum.
- C. During the third and fourth years of current continuous employment – 112 hours (14 days) per annum.
- D. During the fifth, sixth, and seventh years of current continuous employment – 120 hours (15 days) per annum.
- E. During the eighth, ninth, and tenth total years of employment – 128 hours (16 days) per annum.
- F. During the eleventh year of total employment – 136 hours (17 days) per annum.
- G. During the twelfth year of total employment – 144 hours (18 days) per annum.
- H. During the thirteenth year of total employment – 152 hours (19 days) per annum.

No employee can bank more than a maximum of thirty (30) vacation days. Employees with more than 30 days will no longer accrue additional vacation days; provided however, that an employee may cash out up to five (5) days each year at their present rate of pay for the purpose of reducing excess vacation and maintaining a vacation accrual of less than 30 days. Maximum vacation taken at any one time would be three (3) weeks.

Grandfathered Employees: on September 1, 2017, current employees with more than thirty (30) days of accrued vacation will be allowed to keep their current total days and will continue to accrue vacation; provided, however, that any employee who separates from employment or transfers to a non-

vacation eligible position will be limited to the maximum accrual of thirty (30) vacation days allowed under state statute at their present rate of pay.

Section 12.2.

Vacations shall be mutually agreed upon by the employee and supervisor and scheduled and approved within five (5) work days of request, provided the request is made fifteen (15) days or more in advance of the requested vacation.

ARTICLE XIII

SENIORITY

Section 13.1.

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

Section 13.2.

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

- A. Resignation;
- B. Discharge for any reason contained in this Agreement;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided or;
- E. Passing on an open position, that they are qualified for. The District will post the qualifications for the positions.

Section 13.3.

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves of absence, not to exceed one year, or
- D. Time spent in layoff status of no more than twenty-four (24) months.

Section 13.4.

Seniority rights shall be effective within the general job classification. General job classification is defined as a subunit within the bargaining unit, and shall include, without limitation; those subunits enumerated in Article I of this Agreement.

Section 13.5.

The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, vacation periods and special services, including overtime; provided, however, that extra transportation trips shall be assigned according to Section 7.5. The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open positions, and layoffs, when ability and performance are substantially equal with those individuals junior to him. If the

District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or employees, the District shall set forth in writing to the employee or employees and the Association's grievance committee chairman its reasons why the senior employee or employees have been bypassed. In the event the District determines within six (6) months that an employee who has been promoted or transferred is incapable of performing required duties, such employee shall be returned to the position previously held or an equivalent position or discharged for sufficient cause.

Section 13.5.1.

All vacancies and new positions shall be publicized to the staff and the Association through a written notice which shall be distributed to each classified building secretary or department supervisor and forwarded to the President of the Association as far in advance of the date of the opening of any vacancy or new position as possible. The position will be posted to in-District employees for five (5) workdays, with an additional five (5) days to be allowed for interviewing and/or testing, if required before it is opened to the public. The job posting shall give information about the position regarding building, hours of job, duties required, etc. Employees in any classification shall have preferential rights over "out-of-District applicants". Employees applying for open or posted positions outside of their classification shall have preferential rights over out-of-District applicants pursuant to Section 13.5.

Section 13.5.2.

For permanent full-time or part-time positions, time increases during the year of up to one (1) hour per day shall not be considered a new or open job or position and shall not be required to be posted. The language will apply to individual increases, but will not be applied to on an across the board basis. The district reserves the ability to decrease the one-hour increase based on the needs of the district.

Section 13.6.

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

Section 13.7.

The District shall provide current seniority lists for each classification at the beginning of each school year to be posted on Association bulletin boards.

Section 13.8.

Paraeducators in a position which has a loss of more than one (1) hour during the school year shall have the option to bump to a position held by a junior employee with more hours than the senior employee. If they choose to bump, they must bump to the least senior employee's position whose hours are most equivalent with their position (i.e., Annette's five hour position is reduced to three hours. Betty, Candy, Debi and Emily in order of seniority, have 5.0, 4.75, 4.5 and 3.75 hour positions respectively. Annette bumps into Debi's position because this still represents less than a 1.0 hour loss to Annette. Debi is then in the bumping role. If no position exists which has less than a one hour decrease, the bumping employee bumps into the highest hours per day position.) Employees may bid for additional posted hours provided they are qualified and their work schedule allows for the added time.

1 **Section 13.9.**

2 In the event employees have the same seniority date, ties will be broken by picking a number or
3 drawing straws.
4
5
6

7 **ARTICLE XIV**

8
9 **PROBATIONARY PERIOD**
10

11 **Section 14.1.**

12 Each new hire shall remain in a probationary status for a period of not more than ninety (90) days
13 following the hiring date. During this probationary period the District may discharge such employee
14 without cause.
15
16

17 **ARTICLE XV**

18
19 **DISCHARGE OF EMPLOYEES**
20
21

22 **Section 15.1.**

23 The District may discharge any employee subject to this Agreement for justifiable cause. If the
24 District has reason to reprimand or discipline a single employee, it shall be done in a manner which
25 will not embarrass the employee before other employees or the public, unless due to time and safety,
26 some other means such as radio must be utilized.
27

28 **Section 15.2.**

29 The issue of justifiable cause shall be resolved in accordance with the grievance procedures of this
30 Agreement.
31

32 **Section 15.3. Notification To Non-Annual Employees.**

33 This section is intended to be applicable to those employees whose duties necessarily imply less than
34 twelve (12) months (excluding vacations) work per year.
35

36 **Section 15.3.1.**

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

40 **Section 15.3.2.**

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

44 **Section 15.3.3.**

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

ARTICLE XVI

REDUCTION IN FORCE

Section 16.1.

In the event of layoff, employees so affected are to be placed on a reemployment list, maintained by the District according to seniority ranking. Employees in lay-off or reduced hours status shall have priority, in seniority order, in filling new or open positions over junior employees, substitutes and outside candidates. Names shall remain on the reemployment list for twenty-four (24) months.

Section 16.2.

Senior employees, displaced as a result of a layoff, may bump the least senior employee holding a position that is substantially equivalent to the position held at the time of layoff; starting first within their building/worksites and outside their building if necessary. Employees may not bump into a higher pay range or into a position of more hours of employment than that held at the time layoff occurred.

Section 16.3.

Employees in lay-off or reduced hours status shall have priority, whenever appropriate, for filling in (subbing) for absent unit employees and shall be paid at the rate of pay when they were laid off.

Section 16.4.

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

Section 16.5.

The District will provide the Association with advance notice and reasonable opportunity to bargain layoffs and/or reductions in hours. In emergent situations, as currently provided by law, the District will negotiate these matters with the Association as soon after implementation as is possible. It is the responsibility of those in layoff status to apply for available new or open positions. Employees on layoff status shall file their address, phone number and email address (if applicable) in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address. The District shall send a certified letter to the last address on file for the employee or obtain the signature and date of an employee being offered reemployment.

Section 16.6.

An employee shall forfeit rights to reemployment if the employee does not comply with the requirements of this CBA, or if the employee does not respond to the offer of comparable reemployment within ten (10) workdays. An employee on layoff status who rejects an offer of employment similar in wages, hours and working conditions, within the same classification, will be removed from layoff status.

Section 16.7. Bumping Procedure.

Bumping will not be allowed until all new and open positions have been filled pursuant to Section 16.1. Bumping may not be used as a means for advancement or to increase an employee's annual income.

1 **Section 16.7.1.**

2 In the event an employee loses thirty-one (31) minutes or more per day, or its equivalent if the
3 reduction is in days rather than hours, from his/her current assignment, or experiences the
4 elimination of his/her position, that employee may opt to either:

- 5
- 6 1. Accept the reduction and remain in their current position; or
 - 7 2. Bump into a position held by a junior employee that is equal to their current assignment*;
8 or
 - 9 3. Be placed on layoff.
- 10

11 **Section 16.7.2.**

12 If no equal position is available, the employee may opt to bump into a position as close to their
13 current position as possible; provided, however, that the position being bumped into cannot be
14 equal to the initial reduction that originally created the bumping situation. Junior employees
15 affected by a bump may opt to either bump into a position held by a junior employee using the
16 same criteria or be placed on layoff status.

17

18 **Section 16.7.3.**

19 Employees choosing to bump may exercise their seniority "bumping" rights for assignments
20 provided they:

21

- 22 • Have prior successful experience in the specific position; or
 - 23 • Possess the training and experience needed to successfully perform the essential functions
24 of the position; and
 - 25 • Possess greater seniority than the employee who would otherwise be retained in the
26 position.
- 27

28 **Section 16.7.4.**

29 In the event there are no work hours available in the general job classification currently held by
30 the employee and the employee has previous experience in a different classification, the
31 employee may opt to use their previous classification seniority in order to maintain their district
32 employment. Such displaced employees shall remain on the layoff/re-employment list, for the
33 general job classification currently held by the employee according to their seniority in that
34 classification.

35

36 **Section 16.8.**

37 An individual laid off shall be placed on a recall list for a period of twenty-four (24) months from the
38 date of termination in their department; e.g., custodial/maintenance, transportation, paraeducators and
39 library technicians, secretarial/clerical. Employees will receive two (2) weeks notice of layoff.

40

41 **Section 16.9.**

42 Personnel on layoff status who fail to keep the District office advised of change in address, etc., or who
43 reject a job offer in their classification forfeit all rights and benefits of re-employment consideration
44 and shall be removed from the layoff list.

45

46 **Section 16.10.**

47 A person recalled shall be reinstated at the same experience level on the salary schedule as when laid
48 off. The individual will retain seniority, accrued sick leave days available at the time of layoff, and the

1 same position on vacation schedule as at the time of layoff, however, he/she may not necessarily be
2 assigned to the identical position occupied before the layoff.

3 4 5 6 **ARTICLE XVII**

7 8 **RETIREMENT**

9 10 **Section 17.1.**

11 All employees meeting the state guidelines shall be eligible to participate in the Washington State
12 Public Employees' Retirement System.

13 14 **Section 17.2.**

15 The District will make a reasonable effort to maintain employee records relating to retirement benefits,
16 and will assist an employee in establishing a claim for retirement by providing a copy of available
17 records of deductions and payments to the state.

18 19 20 21 **ARTICLE XVIII**

22 23 **VOCATIONAL TRAINING**

24 25 **Section 18.1.**

26 During the term of this Agreement, the District agrees to develop a Professional Development fund to
27 which it contributes \$2,000 annually for supervisor approved in-state training. The fund shall
28 accumulate during the term of the Agreement up to \$6,000. A committee consisting of at least three
29 (3) members, including an Association designee and an administrator, will review the request for funds
30 and determine which requests will be awarded. Any member not awarded requested funds will be
31 provided reasons why those funds were denied. Should there be questions about the process, which
32 arise during the distribution of funds, or if an employee is concerned about the manner in which the
33 funds were distributed, the committee will meet with the employee; provided, however, requests not
34 awarded are not subject to the grievance process.

35 36 **Section 18.2.**

37 Employees requested to attend such courses by the superintendent, or his/her designee, shall be paid
38 for tuition costs and materials.

39 40 **Section 18.3.**

41 Employees required to attend at hours other than their regularly scheduled shifts shall be paid at their
42 regular hourly wage rate per hour in addition to tuition and materials. Bus drivers will be paid at the
43 standby rate. Employees required to attend during their regular scheduled work hours shall be paid at
44 their regular rate of pay.

45 46 **Section 18.4.**

47 Paraeducators and Library Technician staff shall be offered professional development or work
48 opportunities for no fewer than six of the annual early release days. Four of those days shall be for

professional development and two shall be for work in the building as determined by the principal. The dates for those trainings and work opportunities shall be determined by a vote of the paraeducators with the district determining which shall be professional development and which shall be in-building. Paraeducators must work on those early release days to be compensated for them. No sick or personal days will be allowed for those afternoons. The paraeducators and district administrators shall jointly agree to topics for professional development. By February 1 of each year, the monies from unused days shall be pooled and provided for additional principal approved work opportunities as specified in Section 13.5.

ARTICLE XIX

PARAEDUCATOR TRAINING

Section 19.1.

District agrees to comply with State Law regarding Paraeducator training requirements.

ARTICLE XX

INSURANCE

Section 20.1.

Effective January 1, 2020, the District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

ARTICLE XXI

BULLETIN BOARDS

Section 21.1.

The District shall provide a bulletin board in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of 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. No materials posted will violate the Public Disclosure Commission (PDC) rules and regulations.

Section 21.2.

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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XXII

POSITION DESCRIPTIONS

Section 22.1.

Job descriptions for all positions covered by this Agreement shall be provided to the Association president annually.

Section 22.2.

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

Section 22.3.

The District shall publicize within the bargaining unit for five (5) work days, the availability of new or open job positions as soon as possible after the District is apprised of the opening. All job postings will show the date/time of the original notice. The District will publicize new and open positions in-house via the District's website/email and may also post a hardcopy at each worksite. A copy of the job posting shall also be forwarded to the president of the Association or the president's designee. If after five (5) work days the District determines there are no qualified applicants from within the bargaining unit, then the District may publicize and accept applications from outside the bargaining unit.

ARTICLE XXIII

MEMBERSHIP

Dues Authorization and Records

Section 23.1.

PSE accepts dues authorizations via paper form, voice authorization or by E-signature in accordance with "E-SIGN". PSE will provide a list of those members who have agreed to union membership via any of the above methods. In addition, upon request, access will be given to the District to the .wav files associated with the voice authorizations.

PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records. The parties further agree PSE will establish the procedure that clearly outlines the membership process, will be provided to the District at the beginning of each school year. The District shall deduct PSE dues, assessments, service charges or voluntary political contributions from the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

ARTICLE XXIV

CHECKOFF

Section 24.1.

Upon written authorization of any public employee within the bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of dues, certified by the secretary of Public School Employees of Washington/SEIU Local 1948 (PSE), membership@pseofwa.org and shall transmit the same to the treasurer of PSE. Upon authorization, the District shall deduct local dues as established by the local PSE chapter and remit the same to the treasurer of the local PSE chapter. The District will transmit to the Association via Automated Clearing House (ACH) monthly.

Section 24.2. COPE.

The District shall, upon receipt of a written authorization from PSE, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the treasurer of PSE/SEIU 1948. Section 17.2 of the collective bargaining agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified about the right to revoke the request by PSE/SEIU 1948.

ARTICLE XXV

GRIEVANCE PROCEDURE

Section 25.1.

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

Section 25.2. Grievance Steps.

Section 25.2.1.

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within ten (10) work days of when the Association is made aware of occurrence, within the current school year, of the grievance shall be invalid and subject to no further processing.

Section 25.2.2.

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

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

1 D. Notification of the PSE President.

2 E. Notification of the PSE Field Representative.

3
4 Within fifteen (15) work days of the discussion, the employee shall submit the written
5 statement of grievance to the immediate supervisor for reconsideration and shall submit a copy
6 to the official in the District Office responsible for personnel. After such submission, the
7 parties will have fifteen (15) work days to resolve the grievance. If an agreeable disposition is
8 made, all parties to the grievance shall sign it.

9
10 **Section 25.2.3.**

11 If no settlement has been reached within the fifteen (15) days referred to in the preceding
12 subsection, a written statement of grievance shall be submitted within fifteen (15) work days to
13 the Superintendent or his/her designee. After such submission, the parties will have fifteen (15)
14 work days to resolve the grievance by indicating on the statement of grievance the disposition.
15 If an agreeable disposition has been made, all parties to the grievance shall sign it.

16
17 **Section 25.2.4.**

18 If no settlement has been reached within the fifteen (15) days referred to in the preceding
19 subsection, and the Association believes the grievance to be valid, a written statement of
20 grievance shall be submitted within fifteen (15) work days to the District Board of Directors.
21 After such submission, the parties will have thirty (30) work days to resolve the grievance. The
22 Board of Directors reserves the right to summon the employee for an oral statement of the
23 grievance. The employee reserves the right to appear before the Board of Directors to explain
24 the grievance. At any appearance before the Board of Directors, the employee may be
25 accompanied by an Association representative or designee. A written statement indicating the
26 disposition of the grievance shall be furnished the aggrieved. If an agreeable disposition has
27 been made, the aggrieved party shall terminate his/her grievance in writing within ten (10)
28 work days.

29
30 **Section 25.2.5.**

31 If the grievance is denied, the complaining party may demand arbitration of the grievance. Any
32 dispute, claim or grievance arising out of or relating to the interpretation or the application of
33 this Agreement shall then be submitted for final and binding arbitration. Such arbitration shall
34 be conducted by an arbitrator under the rules and administration of the American Arbitration
35 Association. During arbitration under this step, neither the District nor the grievant will be
36 permitted to assert any grounds not previously disclosed to the other party in preceding
37 grievance steps. The parties further agree to accept the arbitrator's award as final and binding
38 upon them.

39
40 Each party shall bear the full cost for its side of the arbitration, and will pay one-half (½) of the
41 cost of the arbitrator and the American Arbitration Association administration. The arbitrator
42 shall have no power to make awards contrary to state or federal laws and regulations.

ARTICLE XXVI

SALARIES

Section 26.1.

State legislative-approved IPD (Implicit Price Deflator) and all state funds for PSE/SEIU Local 1948 classified salaries and benefits shall be passed through for each year of this Agreement. Incremental steps on Schedule A shall be funded by the District. Salaries are listed as per attached Schedule A.

Section 26.2.

Hourly wages for bargaining unit employees will be as follows for the four (4) year agreement:

For 2024-2025 hourly wages are increased by thirteen point seven percent (13.7%), includes the state funded IPD.

For 2025-2026 hourly wages are increased by three percent (3%) plus the state funded IPD.

For 2026-2027 hourly wages are increased by three percent (3%) plus the state funded IPD.

For 2026-2027 hourly wages will be increased by two percent (2%) plus the state funded IPD.

Section 26.3.

The salaries, insurance benefits and provisions related thereto, contained in this Agreement are entered into subject to the limitations imposed by the current RCW and the current Budget Appropriations Act.

Section 26.4.

If the District is apprised that these increases in salaries or insurances places the District out of compliance by SPI, the state auditor, or a court of competent jurisdiction, this Agreement shall be reopened for negotiations.

Section 26.5.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if feasible, with payroll cut-off periods.

Section 26.6.

The District shall pay the current Washington State rate amount per mile reimbursement for all employees who utilize their own vehicle for District approved business or travel if a school vehicle is not available.

Section 26.7.

Bus drivers will be reimbursed by the District up to two hundred dollars (\$200) per year per employee for required DOT physicals.

Section 26.8

Bargaining unit employees shall be reimbursed for out-of-pocket expenses incurred for emergency substitute teacher certificate renewal, fingerprinting/background checks renewal, and CPR/first aid classes, one para test, as required as a condition of employment. Reimbursement will occur upon completion of all district hiring requirement, has been board approved and has started employment.

ARTICLE XXVII
NO STRIKE - NO LOCKOUT

Section 27.1.

The Association shall not strike and the District shall not lock out bargaining unit employees during the term of this Agreement.

ARTICLE XXVIII

TERM

Section 28.1.

The term of this Agreement shall be September 1, 2024 through August 31, 2028.

Section 28.2.

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 28.3.

This Agreement is the complete Agreement of the parties. Anything not contained herein is not agreed to. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties. This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which may affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 28.3.1.

This Agreement shall be reopened as necessary to consider the impact of any legislation for classified employees, enacted which occurs following execution of this Agreement, provided, however, that any raise provided for by the state legislature will be passed onto employees. Either party may demand the contract be reopened when legislation enacted affects the terms and conditions herein or creates authority to alter personnel practices in public employment.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF WHITE PASS

WHITE PASS SCHOOL DISTRICT #303

BY: Patricia Dean
Patricia Dean, Chapter President

BY: Joel McMahan
Joel McMahan, Chairperson, School Board

DATE: 9/24/2024

DATE: 10/14/24

BY: Paul Farris
Paul Farris, Superintendent

DATE: 10/3/2024

WHITE PASS SCHOOL DISTRICT / WHITE PASS PSE CHAPTER						
2024-2025 SCHEDULE A @ 13.7%						
	Substitute	1 year	4 years	8 years	12 years	15 years
Custodian	\$22.63	\$23.52	\$24.42	\$25.33	\$26.28	\$27.27
Paraeducator	\$19.26	\$20.33	\$21.11	\$21.89	\$22.71	\$23.55
Secretary	\$23.43	\$23.96	\$24.84	\$25.79	\$26.74	\$27.74
Maintenance	\$26.20	\$26.77	\$27.78	\$28.82	\$29.90	\$31.03
Mechanic	\$26.88	\$27.46	\$28.49	\$29.56	\$30.67	\$31.83
Library Technician	\$19.26	\$20.33	\$21.11	\$21.89	\$22.71	\$23.55
Bus Driver	\$25.12	\$25.66	\$26.63	\$27.62	\$28.65	\$29.73
Standby	\$19.26	\$19.26	\$19.99	\$20.73	\$21.52	\$22.31
Grant Coordinator	\$30.66	\$30.97	\$31.87	\$32.79	\$33.70	\$34.68
Cook	\$20.53	\$21.60	\$22.38	\$23.15	\$23.97	\$24.81
Pre-K Para / Lead Special Ed	\$20.26	\$21.33	\$22.11	\$22.89	\$23.71	\$24.55