

COLLECTIVE BARGAINING AGREEMENT BETWEEN

WHITE RIVER SCHOOL DISTRICT #416

AND

PUBLIC SCHOOL EMPLOYEES OF WHITE RIVER #616

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington/ SEIU Local 1948

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P R E A M B L E

This Agreement is made and entered into between White River School District Number 416 (hereinafter "District" or "Employer") and the White River Chapter of the Public School Employees of Washington (hereinafter "Association").

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:

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition.

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. Exempt Positions.

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). The following employees will be exempt from the bargaining unit: Executive Assistant to the Superintendent, Executive Assistant to the Assistant Superintendent, Payroll and Benefits Specialists, Human Resources Coordinators, Human Resources Generalist, Student and Data Security Manager, and an American Sign Language (ASL) Interpreter.

Section 1.3. Bargaining Unit.

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 job classifications: Office Personnel, Professionals, Specialized Paraeducator, Instructional Paraeducator, Specialist, Educational Assistants, Child Nutrition, Therapy Assistants, and Technical. Substitutes shall be included in the bargaining unit, but subject only to the Salary Schedules as described in Section 1.6.4.

Section 1.4. Job Descriptions.

Employees will receive a copy of their job description upon hire. All job postings will include a complete job description, will be emailed to all Association members and will be posted on the District website. Additional copies of job descriptions are available upon request from the Human Resources office.

Section 1.5. Job Description Changes.

Once position descriptions are developed, all new positions and positions that have changes will be discussed with the employee(s) involved and the Association. Should the changes be substantial enough to reclassify the position, the Association shall have the right to bargain the monetary value of the position. The monetary value of new positions for which no existing classification applies will be negotiated with an Association Representative. Job descriptions for such positions will be provided to the Association.



1
2 **Section 1.6. Definitions.**

3
4 **Section 1.6.1. Continuing Employees.**

5 Continuing employees shall be those employees who return to employment year after year for a
6 length of time determined by the needs of their respective positions, other than substitutes.

7
8 **Section 1.6.2. Continuing Full Time Employees.**

9 Full time employees shall be those employees who are scheduled to work forty (40) hours per
10 week for twelve (12) months each year.

11
12 **Section 1.6.3. Continuing Part Time Employees.**

13 Continuing part time employees shall be those employees who are scheduled to work less than
14 forty (40) hours per week and/or less than twelve (12) months per year.

15
16 **Section 1.6.4. Substitute Employees.**

17 A substitute employee is a worker hired by the District on an on-call basis to perform the duties of
18 an employee whose position is temporarily vacant, or temporarily fill an open unfilled position.
19 Substitute employees shall be included in the bargaining unit but subject only to the PSE Salary
20 Schedule and Section 6.2. Rest and Lunch Breaks.

21
22 **Section 1.6.4.1.**

23 An employee who separates from regular District employment and is retirement
24 eligible, as defined in RCW 28A.400.210, and who immediately continues with the
25 District in the capacity of substitute shall receive an hourly rate that is four dollars
26 (\$4.00) per hour over the substitute hourly rate for all hours worked in the level and
27 classification held at the time of retirement.

28
29 **Section 1.6.5. Non-Continuing Employees.**

30 A non-continuing employee is a current or new hire, who fills a non-continuing position.

31
32 **Section 1.6.5.1. Positions Becoming Continuing.**

33 Non-continuing employees who become continuing in the same position and site, or
34 same position and program, shall have their seniority date adjusted retroactive to
35 the consecutive non-continuing hire date after completion of the probationary
36 period.

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40 **ARTICLE II**

41
42 **RIGHTS OF THE EMPLOYER**

43
44 **Section 2.1.**

45 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested
46 in management officials of the District. Included in these rights in accordance with and subject to
47 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the
48 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,



1 demote, or take other disciplinary action against employees; and the right to release employees from duties
2 because of lack of work or for other legitimate reasons. The District shall retain the right to maintain
3 efficiency of the District operation by determining the methods, the means, and the personnel by which
4 operations undertaken by the employees in the unit are to be conducted.

5
6 **Section 2.2.**

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

11
12 **Section 2.3.**

13 The District retains the right to subcontract work only when District employees and/or equipment are not
14 available.

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18 **ARTICLE III**

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20 **RIGHTS OF EMPLOYEES**

21
22 **Section 3.1. No Reprisal.**

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

31
32 **Section 3.2. Consultation With Association Representatives.**

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

35
36 **Section 3.3. Weingarten Rights (Also See Addendum A).**

37 Employees of the units subject to this Agreement have the right to have Association representatives or
38 other persons present at discussions between themselves and supervisors or other representatives of the
39 District as hereinafter provided. When a request for such representation is made, no action shall be taken
40 with respect to the employee until such representation of the Association is present or until two (2) days
41 have passed after such request. In emergency conditions, in cases where health, safety and well-being of
42 students, other employees, or District patrons necessitate immediate action, the District will notify the
43 Association as soon as reasonably possible that action has been taken.

44
45 **Section 3.4. Non-Discrimination.**

46 Neither the District, nor the Association, shall discriminate against any employee subject to this
47 Agreement on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status,

1 sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service
2 animal and any other legally protected classification.

3
4 **Section 3.5. Personnel File.**

5 There shall be one (1) official personnel file maintained in the Personnel Office on each employee. This
6 shall not prevent a supervisor from maintaining a working file. The working file shall be purged annually
7 by the end of the employee’s work year.

8
9 **Section 3.5.1. Derogatory Materials.**

10 No materials derogatory of the employee's conduct, service, character or personality shall be
11 placed in the personnel file unless the employee has had the opportunity to read and respond to
12 them, unless the employee receives a copy of said material. The employee shall have the right to
13 write his/her own version of the incident or statement and have his/her statement permanently
14 attached to the original document.

15
16 **Section 3.5.2. Personnel File Inspection.**

17 An employee shall have the right, upon reasonable notice, to inspect the contents of his/her
18 personnel file. Inspection shall be in the presence of a District representative. File materials may be
19 reproduced for the employee as promptly as is feasible, upon request. An Association
20 representative may, at the employee's request, be present during the review of said employee's file.

21
22 **Section 3.6. No Strike.**

23 During the term of this Agreement, the Association will not initiate or promote any strike, work stoppage,
24 slowdown, or any other restriction of work against the District, and will discourage any such activity. The
25 District shall not lock out members of the bargaining unit.

26
27 **Section 3.7. Evaluations.**

28 Employees shall be evaluated annually by the last working day of May. Employees not evaluated shall be
29 considered to have performed satisfactorily. Employees may, within seven (7) working days of receipt of
30 their evaluation, submit a written response attached to it.

31
32 **Section 3.7.1.**

33 An employee evaluation shall not reference deficient area(s) unless an employee has been
34 previously counseled and given the opportunity to improve in the deficient area(s). Failure to
35 provide such counseling, however, shall not void the overall evaluation.

36
37 **Section 3.7.2.**

38 The District will provide instruction on how to evaluate bargaining unit employees whenever the
39 District requires a bargaining unit employee to give evaluative input on the work of any other
40 bargaining unit employee. The building/District administrator designated to write the employees’
41 evaluation is encouraged to seek input from those to whom the employees are assigned. Upon
42 request, the employee shall have the right to review records of any data gathered in this process.

43
44 **Section 3.7.3.**

45 With the mutual agreement of the principal/supervisor and the employee, an employee who has
46 had two (2) years of overall satisfactory evaluations may be placed on a Professional Growth
47 Option (P.G.O.) as an alternative to the regular evaluation process.



1 **Section 3.8. Video Cameras.**

2 The presence of security cameras at school buildings will be disclosed to the Association upon request.
3 Video may be used like any other evidence in cases involving safety concerns or allegations of employee
4 misconduct but shall not be used for the sole purpose of monitoring employee performance. Video will not
5 be reviewed by non-supervisory employees who do not have a job duty that requires the viewing of the
6 video.

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9 **ARTICLE IV**

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11 **RIGHTS OF THE ASSOCIATION**

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13 **Section 4.1. Association Responsibility.**

14 The Association has the right and responsibility to represent the interests of all employees in the unit; to
15 present its views to the District on matters of concern, either orally or in writing; and to enter collective
16 negotiations with the object of reaching an agreement applicable to all employees within the units.

17
18 **Section 4.1.1. Use of District Equipment.**

19 The Association shall have the right to post notices of activities and matters of Association concern
20 in each building of the District. The Association may use the District equipment and staff
21 mailboxes and email for communication purposes to its members.

22
23 **Section 4.2. Notification of Grievances or Disciplinary Action.**

24 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
25 employee, or group of employees, in the bargaining unit in accordance with the provisions of the
26 Discharge and Grievance Procedure Articles contained herein. The Association is entitled to and has a
27 duty to fairly represent the employees in this Collective Bargaining Agreement and to make known the
28 Association's/grievant's views concerning the issue.

29
30 **Section 4.3. New Hires / Orientation.**

31 The District shall provide an Association enrollment card to an employee as part of the orientation
32 process. The District shall provide the Association with legally appropriate information on the status of
33 bargaining unit employees in a timely manner upon request. The Association shall type the Collective
34 Bargaining Agreement. The District shall provide an electronic copy to all members, post on the District
35 website, and make paper copies available upon request. New employees shall be provided a hard copy at
36 orientation.

37
38 **Section 4.4. Delegation of Rights and Duties.**

39 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
40 officials of the Association.

41
42 **Section 4.5. Consideration of Layoff / Reduction in Force.**

43 Prior to any layoff or reduction of hours involving members of the bargaining unit, the District will
44 provide an opportunity for the Association to provide input and express its concerns.

45
46 **Section 4.6. School Year Calendars.**

47 The District shall provide the Association with copies of the student school year calendars once finalized.
48 Changes to the student school year calendars shall be brought to Labor Management.



1 **Section 4.7. Release Time.**

2 The District and the Association president will cooperate in accommodating the ability of the Association
3 president or designee to conduct Association business which cannot be reasonably performed outside his
4 or her regular work schedule. This may include minor adjustments and flexibility in scheduling hours of
5 work, provided that such adjustments do not disrupt the operation of the District or a school building.
6

7 **Section 4.8. Information Requests.**

8 The District will make available to the Association upon request information concerning the resources of
9 the District, annual financial reports, audits, budgets, board agendas and minutes, and the District
10 directory.
11

12 **Section 4.9. Paid Release Time.**

13 Duly authorized representatives of the Association shall suffer no loss of pay for participating in grievance
14 hearings, negotiation sessions, or labor management meetings held during the representative’s regular
15 working hours, provided such hearings, sessions, or meetings have been scheduled during regular working
16 hours by the District. For negotiation sessions that are held during the school year, the Association shall
17 reimburse the District for one half (1/2) wages of any substitute hired to replace a negotiating committee
18 member, upon written request of the District.
19

20 **Section 4.10. Access.**

21 Representatives of the Association shall be permitted to meet with bargaining unit employees on school
22 property during non-work time and as scheduled by a District administrator, in alignment with required
23 check-in/check-out procedures. Such meetings shall not interfere with school or work operations.
24

25 **Section 4.11. District Facilities.**

26 With District approval, the Association may, at reasonable times, use available District facilities for
27 meetings and official Association business.
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31 **ARTICLE V**

32 **ASSOCIATION REPRESENTATION**

33 **Section 5.1. Labor / Management Meetings.**

34
35 The Association will designate members who will attend labor management meetings with the
36 Superintendent of the District and/or his/her designated representative on a mutually agreeable regular
37 basis to discuss appropriate matters. The District will provide suitable space to conduct such meetings.
38 Employees participating shall be released from duties and substitutes shall be provided, if determined
39 necessary by the employee's supervisor.
40
41

42 **Section 5.2. Labor / Management Meeting Minutes.**

43 The District and the Association will each maintain an accurate record reflecting discussion at PSE/WRSD
44 labor management meetings.
45

46 **Section 5.3. Discussion of Mutual Matters.**

47 The Association representatives shall represent the Association and employees in meeting with officials of
48 the District to discuss matters of mutual interest. They may receive and investigate to conclusion



1 complaints or grievances of employees and thereafter advise employees of rights and procedures outlined
2 in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They
3 may not, however, continue to advise the employee on courses of action after the employee has indicated
4 they do not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue
5 the matter to conclusion. They may consult with the District on complaints without a grievance being
6 made by an individual employee.
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10 ARTICLE VI

11 HOURS OF WORK, WAGES AND WORKING CONDITIONS

12 **Section 6.1. Definite Work Week and Shift.**

13 Each employee shall be assigned to a definite shift and work week with designated times of beginning and
14 ending. Shift and work week shall not be changed without reasonable notice to the employee.
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18 **Section 6.1.1.**

19 Paraeducators employed in positions which are not in whole or in part funded by the federal
20 government, or by specific state categorical monies, shall work a minimum of six and one half
21 (6½) hours per day, exclusive of a thirty (30) minute duty-free lunch.
22

23 **Section 6.1.1.1.**

24 It is agreed that three (3) paraeducators per building may be assigned to a daily shift
25 of less than six and one half (6½) hours.
26

27 **Section 6.2. Rest and Lunch Breaks.**

28 Each shift of five (5) hours or more per day shall include a thirty (30) minute duty-free, unpaid lunch
29 period as near the middle of the shift as practicable. Employees shall receive a paid fifteen (15) minute rest
30 period for each three (3) hours worked. The rest period shall occur as near the middle of each three (3)
31 hour shift as practicable.
32

33 **Section 6.2.1.**

34 Upon approval of District administration, a Child Nutrition employee may waive their thirty (30)
35 minute duty-free unpaid lunch period and instead leave when their paid work hours have been
36 completed. Such employees shall remain eligible to take paid rest break(s) provided by this
37 Agreement.
38

39 **Section 6.3. Defined Work Week.**

40 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
41 days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek
42 of any five (5) consecutive days which are followed by two (2) consecutive days of rest. If District and/or
43 student need necessitates a less than five (5) day workweek, the Association shall be notified and the
44 parties shall mutually agree to the schedule prior to the position being posted.
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46 **Section 6.3.1. Summer Work Schedule.**

47 During the summer months, employees may work a flexible work schedule with the permission of
48 their supervisor.

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Section 6.4. Worked Lunch Break.

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

Section 6.5. Emergency School Closure/Late Start.

In the event of an unusual school closure/late start due to inclement weather, plant in-operation, or the like, the District shall notify employees. It is the employee's responsibility to monitor broadcast systems, e.g., e-mail, phone, television and/or radio networks, etc. for school closure/late start information. If a decision is made to close schools after an employee has left for work, the employees reporting to work shall receive two (2) hours pay at the employees hourly rate. In the event of a delayed start of school due to the above conditions, an employee will be expected to report to work for their regular shift at their regular time, or at a time adjusted by their supervisor e.g. a late start may cause cancellation of breakfast therefore an employee with a breakfast assignment may start later. If the employee deems the conditions unsafe, he/she should report to work as soon as reasonable, but no later than the announced starting time.

Section 6.6. Overtime.

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

Section 6.6.1. Overtime Compensation Rates.

All hours worked in excess of forty (40) hours per week, shall be compensated at one and one half (1½) times the employee's hourly rate.

Section 6.6.2. Compensatory Time.

Compensatory time may be granted at the employee's request and with the approval of the appropriate administrator. Such time will be accumulated on the same basis as overtime. Earned compensatory time must be taken at a mutually agreeable time no later than the end of the pay period following the month in which it was earned, or it will be paid as soon as practicable thereafter. All compensatory time shall be maintained in the form of written records on White River School District compensatory time record forms.

Section 6.7. Filling in for a Higher Classification.

Employees requested to move out of their position, or a portion of their position, and substitute in a position normally filled by a higher classification, employee shall receive compensation for the number of hours worked in the higher rated position in accordance with the language in Article XV, Section 15.9. Employees may accept substitute assignments in addition to their regular assignment at the substitute hourly rate of pay, provided however that when an employee volunteers to accept a sub position or extra duty in addition to their regular assignment and it is within their own classification, they shall not be paid less than their hourly rate. ***Child Nutrition Employees Only:*** when a Child Nutrition employee moves out of their position to fill a position normally filled by a Child Nutrition employee in a higher classification, they shall receive compensation for the number of hours worked in the higher rated position following the language in Article XV, Section 15.9, including the hours in excess of their own regular hours per day.



1 **Section 6.7.1.**

2 Employees in active pay status for an entire month or more, while filling in for an employee with
3 more hours, shall accrue and use sick leave according to the hours they are working.
4

5 **Section 6.7.2.**

6 No existing employee shall be paid less than their own rate of pay for voluntarily moving out of
7 their regular position, or a portion of their position, to substitute in a lower, equal or higher rated
8 position.
9

10 **Section 6.8. Paraeducators.**

11 Paraeducators shall not be responsible for the preparation of lesson plans and the determination of report
12 card grades. Paraeducators assigned to direct instructional duties will work with their principal and teacher
13 to find reasonable opportunities for preparation of instructional materials within their work day.
14 Paraeducators shall be compensated for required tasks performed at the direction of their budget
15 authority/authorities which are beyond their scheduled hours. The District will not regularly utilize non-
16 Association employees or volunteers, exclusive of certificated staff, to provide direct instruction to
17 students or to work in school libraries in lieu of paraeducators or educational assistants.
18

19 **Section 6.8.1.**

20 Paraeducators assigned to support core-curriculum, or relevant technology, will be provided
21 training.
22

23 **Section 6.9. Student Catheterization.**

24 Newly hired and/or current specialized paraeducators will receive appropriate catheterization training at no
25 cost to the employee prior to being assigned a student catheterization assignment. Specialized
26 paraeducators hired prior to September 2007 are grandfathered without penalty and do not have to accept a
27 student catheterization assignment. Trained specialized paraeducators will provide services in accordance
28 with RCW 28A.210.280 as now or as hereafter amended.
29

30 **Section 6.10. Small Group Size.**

31 For paraeducators, every effort will be made to keep small groups limited to no more than eight (8)
32 students.
33

34 **Section 6.11. Emergency Certificated Substitute.**

35 If an employee with appropriate certification volunteers to substitute for a classroom teacher, he/she will
36 be paid an additional four dollars (\$4.00) per hour over their hourly rate or the District certificated
37 substitute rate, whichever is higher. An employee with appropriate certification may be required to
38 substitute for a classroom teacher only if all reasonable efforts to cover the classroom have been exhausted
39 in an emergency situation.
40

41 **Section 6.12. Technology Call Back.**

42 The District will pay a minimum of two (2) hours at the straight time or overtime rate, whichever is
43 applicable, when a District or building technology employee is called back to work after their work shift.
44 The callback must be authorized by the employee's supervisor or another District administrator.
45

46 **Section 6.13. Short Term Summer Employment.**

47 Employees interested in short term summer assignments (less than thirty [30] working days) will indicate
48 such by completing a District summer employment interest checklist no later than the last school day of



1 the current year. All requests expire on the first school day of the next school year. The District shall have
2 the authority to award short term summer work without exception. Employees shall be paid at their hourly
3 rate if within their classification.

4
5 **Section 6.14. District Waiver Requests.**

6 The State Board of Education's authority to grant waivers from basic education program requirements is
7 RCW 28A.305.140 and RCW 28A.655.180(1). Should the District receive a waiver for the purposes of
8 professional development, employees shall not suffer a loss in wages or benefits.

9
10 **Section 6.15. Child Nutrition Preparation.**

11 Child Nutrition employees will have one (1) day on their work calendar scheduled prior to the first day of
12 school for preparing the kitchen. The day will be at the employee's regularly scheduled daily hours.

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15 **ARTICLE VII**

16
17 **HOLIDAYS AND VACATIONS**

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20 **Section 7.1. Holidays.**

21 All employees subject to this Agreement shall receive the following paid holidays which fall within their
22 work year:

- | | | |
|----|---------------------------------------|-------------------------------|
| 23 | 1. Labor Day | 8. New Year's Day |
| 24 | 2. Veterans' Day | 9. Martin Luther King Jr. Day |
| 25 | 3. Thanksgiving Day | 10. Presidents' Day |
| 26 | 4. Day after Thanksgiving Day | 11. Friday of Spring Break |
| 27 | 5. Day before or after Christmas | 12. Memorial Day |
| 28 | 6. Christmas Day | 13. Juneteenth |
| 29 | 7. Day before or after New Year's Day | 14. Independence Day |

30
31 **Section 7.1.1. Unworked Holidays.**

32 Eligible employees shall receive pay equal to their normal work shift at their hourly rate in effect at
33 the time the holiday occurs. An employee who is on the active payroll on the holiday and has
34 worked either his/her last shift preceding the holiday or his/her first scheduled shift succeeding the
35 holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An
36 exception to this requirement will occur if the employee can furnish proof satisfactory to the
37 District that because of illness he/she was unable to work on either of such shifts, and his/her
38 absence previous to such holiday by reason of such illness has not been longer than thirty (30)
39 regular workdays.

40
41 **Section 7.1.2. Worked Holidays.**

42 Employees who are required to work on the above described holidays shall receive the pay due
43 them for the holiday, plus twice their hourly rate for all hours worked on such holidays, unless the
44 employee starts to work at 10:00 p.m. or thereafter on that date.

45
46 **Section 7.1.3. Additional Compensation for Longevity.**

47 After ten (10) years of service to the district, employees shall receive annually, starting on year
48



eleven (11), an amount equal to one regular day of pay at their hourly rate. This amount shall be noncumulative and shall be paid on a twelve (12) month basis.

Section 7.2. Vacations.

All employees subject to this Agreement who are employed for two hundred twenty-five (225) days or more per year shall receive paid vacation days based upon their year placement on the salary schedule of their classification.

- Year 1 = 10 of their days (prorated to percentage of work year remaining upon hire.)
- Year 2 = 11 of their days
- Year 3 = 12 of their days
- Year 4 = 13 of their days
- Year 5 = 14 of their days
- Year 6 = 15 of their days
- Year 7 = 16 of their days
- Year 8 = 17 of their days
- Year 9 = 18 of their days
- Year 10 to 14 = 20 of their days
- Year 15 to 19 = 22 of their days
- Year 20 and above = 25 of their days

Section 7.2.1.

Vacation periods shall be established upon mutual agreement between the District and employees, subject to the seniority provisions of this Agreement.

Section 7.2.2.

Vacation leave shall accrue on a monthly basis from September 1 to August 31. Employees are encouraged to use their vacation. Employees with a vacation balance in excess of twenty-five (25) days at the end of their work year may choose to cash-out a maximum of five (5) of those days annually at their current hourly rate by notifying the payroll department no later than August 31. Employees may not carry over more than thirty (30) days of vacation from year to year. Employee vacation balances exceeding thirty (30) days on August 31 will be reduced to that maximum in September of each year. A maximum of thirty (30) accrued vacation days may be cashed-out upon resignation or retirement from the school district.

Section 7.2.3.

Less than two hundred twenty-five (225) day employees shall earn vacation pay in addition to their regular pay as follows: Employees with ten (10) years of District service or less shall receive two (2) of their days of vacation pay at their regular hourly rate. Employees in their first year of service shall receive a prorated amount. Employees with eleven (11) years of District service or more shall receive four (4) of their days of vacation pay at their regular hourly rate. Employees shall be compensated at the end of their work year.

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave (Personal Illness, Injuries and Emergencies).

All employees shall be granted leave of up to twelve (12) days for their regular work year. Leave days will be credited at the beginning of the employee’s work year. Employees hired after the beginning of their work year will receive prorated days. In the event that an employee is given additional hours for an entire



1 month or more, they shall accrue and use sick leave according to the hours they are working. Leave days
2 granted under this section may be used for personal illness or temporary disabilities, including disabilities
3 caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and the recovery thereof. An
4 employee may also use this leave to care for a child of the employee with a health condition which
5 requires treatment or supervision, or a spouse, parent, parent-in-law, grandparent, sibling, in-law,
6 grandchild, step family, or foster child of the employee who has a serious health condition or an
7 emergency condition.

8
9 The employee must inform his or her school supervisor sixty (60) days prior to an expected absence due to
10 childbirth or, when possible, any other planned disability such as surgery. Any employee using sick leave
11 of more than five (5) consecutive work days from accumulated leave shall, at the option of the supervisor,
12 submit medical documentation to his or her supervisor the sixth (6th) work day after the first day of illness
13 or disability and every twenty (20) work days thereafter while the illness or disability persists. An
14 employee who has used all accumulated leave under the Article and who is beyond FMLA or WFLA
15 protection, if available, must apply for a leave without pay as set forth in Section 8.5 or 8.6. Employees
16 shall report illness or physical disabilities in accordance with the procedure specified by the supervisor in
17 advance of the next assigned obligation.

18
19 **Section 8.1.1. Washington State Attendance Incentive.**

20 Leave days accumulated under this Section are subject to the attendance incentive program as set
21 forth in RCW 28A.400.210-212, as now adopted or hereafter amended.

22
23 **Section 8.1.2. Leave Sharing.**

24 The parties agree to implement a leave sharing program consistent with State law.

25
26 **Section 8.1.3. Federal Family Medical Leave Act (FMLA).**

27 Provisions of the Federal Family and Medical Leave Act shall apply to all employees working
28 seven hundred fifty (750) or more hours per year. Except for this provision, all other aspects of
29 FMLA shall be applied according to the statute as legally determined by the District. (Statute says
30 1,250 hours.)

31
32 **Section 8.1.4. Paid Family Medical Leave (PFML).**

33 Paid Family and Medical Leave is a statewide insurance program that is mandated by the state and
34 funded by premiums paid by both employees and employers. Employee contributions, as required,
35 are deducted monthly from the employee's pay. This program allows eligible employees to take up
36 to twelve (12) weeks, as needed, when they welcome a new child into their family, are struck by a
37 serious illness or injury, need to take care of an ill or ailing relative, and for certain military
38 connected events. If employees experience multiple events in a given year, they may be eligible to
39 receive up to sixteen (16) weeks, or up to eighteen (18) weeks if the employee experiences a
40 serious health condition with a pregnancy. PFML leave will run concurrently with the employee's
41 other leave entitlements. The employee shall not be compelled to exhaust their available sick leave
42 prior to accessing PFML. An employee becomes eligible once they have worked eight hundred
43 twenty (820) hours for a Washington-based employer during the previous year. The benefit cannot
44 be taken without a qualifying event. Leave events can be either family or medical as stated below.

45
46 Family Leave:

- 47
- Care and bond after baby's birth or placement of a child younger than 18 years old.

- Care for a family member experiencing an illness or medical event.
- Certain military-connected events.

Medical Leave:

- Care for yourself in relation to an illness or medical event.

Application for PFML benefits is administered directly through the state.

Section 8.2. Personal Leave.

All employees shall be granted three (3) days personal leave per year. Personal leave may be used at the discretion of the employee with prior approval of their immediate supervisor. Employees are encouraged to request leave with as much advance notice as possible and use advanced planning for their total personal leave allocation. Supervisors shall consider requests on a first come, first served basis and may use availability or qualified substitutes when considering multiple same day requests. Personal leave shall not be revoked by the employer once approved. Personal leave shall not be deducted from sick leave.

Employees shall be compensated at the end of their work year for unused personal leave at their hourly rate unless they choose to bank a maximum of two (2) unused personal leave days for the next work year. Requests to bank personal leave shall be made by the employee in writing to payroll prior to the end of their work year. An employee's personal leave balance may not exceed five (5) days in any work year. PERS I employees in the two (2) years prior to retirement are not eligible for cash out. If the PERS I employee has already received cash out for personal leave in the two (2) years prior to retirement, that amount will be deducted from the employee's final paycheck.

Section 8.3. Bereavement Leave.

Each employee subject to this Agreement shall be permitted the following days per occurrence for the death of the following people. Such leave is noncumulative and not to be deducted from sick leave.

One (1) day: aunts, uncles, or close personal friends.

Five (5) days: a person who had been living in the employee's household or the employee's spouse, mother, father or children. Also, an immediate family member who is not a household member. "Immediate family" means sisters, brothers, in-laws, grandparents, grandchildren, foster parents, foster children, or stepfamily members and children for whom the employee is in loco parentis.

Employees who experience loss and require additional travel days may access up to two (2) days of vacation, personal, or unpaid leave.

Section 8.4. Judicial Leave.

An employee shall be granted a leave of absence without loss of pay while serving as a summoned member of a jury, a witness in court, or is named as a co-defendant with the District.

Section 8.5. Leave of Absence.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.



1 **Section 8.5.1.**

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

6
7 **Section 8.5.2.**

8 The employee will retain accrued sick leave, vested vacation rights, and existing seniority rights
9 while on leave of absence. However, additional seniority, vacation credits and sick leave shall not
10 accrue while the employee is on leave of absence.

11
12 **Section 8.6. Short-Term Leave Without Pay.**

13 Unpaid leave of absence for five (5) days or less may be requested for personal reasons after all available
14 appropriate leaves have been exhausted. Requests for more than five (5) days must be approved by the
15 School Board. The use of this provision is intended for those instances where an employee must attend to
16 a matter which cannot be accommodated by existing leave and cannot be scheduled on non-work time.
17 This type of leave cannot be used to provide recreation or vacation during the regularly scheduled school
18 term. Application for short-term unpaid leave must be made to the executive director of human resources
19 on the WRSD Unpaid Leave Request Form at least ten (10) days prior to the date requested, except in
20 emergency cases.

21
22 **Section 8.7. Military Leave.**

23 An employee serving as a member of the Washington National Guard or any reserve component of the
24 Armed Forces of the United States may take leave for active duty required in fulfillment of the military
25 obligations, upon application, therefore. The employee must have been serving in public employment
26 within the state for a period of six (6) months preceding his/her leave dates.

27
28
29
30 **A R T I C L E I X**

31
32 **P R O B A T I O N , S E N I O R I T Y A N D L A Y O F F P R O C E D U R E S**

33
34 **Section 9.1. Seniority Established.**

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

37
38 **Section 9.1.1. Seniority Tie Breaker.**

39 In the event that two (2) or more employees have the same hire date, seniority order within that
40 hire date shall be determined by the date of the earliest employment with the District. Only those
41 years which are immediately prior to and consecutive to the year/date of employment shall be used
42 to make this determination. Time spent as a substitute shall not be included as years qualifying
43 toward a seniority tiebreaker. Time spent in non-continuing positions shall qualify toward the
44 seniority tiebreaker. Should two (2) or more employees still have the same hire date, seniority shall
45 be decided by lot.

46
47 **Section 9.2. Probation.**

48 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working days



1 following the hiring date. Working days are days the employee reports to work. During this probationary
2 period, the District may discharge such employee without just cause. Upon written request by the District,
3 and with mutual agreement by the Association, the District may extend the probationary status for an
4 additional twenty (20) working days.

5
6 **Section 9.3. Retroactive Rights.**

7 At the end of the probationary period, the employee will be subject to all rights and duties contained in this
8 Agreement retroactive to their hire date.

9
10 **Section 9.4. Loss of Seniority.**

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

- 12 A. Resignation
- 13 B. Discharge for any reason contained in this Agreement or
- 14 C. Retirement

15
16 **Section 9.5. Retention of Seniority.**

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

- 18 A. Time lost by reason of industrial accident, industrial illness or jury duty
- 19 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
20 States or
- 21 C. Time spent on other authorized leaves of absence, not to exceed one (1) year

22
23 **Section 9.6. Seniority Effective in Classification.**

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

26
27 **Section 9.6.1. Change in Classification or Bargaining Unit.**

28 Employees who change general job classifications or accept employment within a different
29 bargaining unit in the White River School District, shall retain their seniority for a period of one
30 (1) calendar year. Such seniority rights shall not entitle an employee to bump into a filled position
31 but shall entitle an employee to be placed on the reemployment list referenced in Section 9.10.

32
33 **Section 9.6.1.1. Specialized/Instructional Paraeducators.**

34 Instructional paraeducators who move to the specialized paraeducator category will
35 be granted their existing seniority in the specialized paraeducator classification.
36 Specialized paraeducators who move to the instructional paraeducator category will
37 be granted their existing seniority in the instructional paraeducator classification.

38
39 **Section 9.7. Application of Seniority.**

40 The employee with the earliest hire date shall have absolute preferential rights regarding shift selection
41 and vacation periods. The employee with the earliest hire date shall have preferential rights regarding
42 promotions, transfers, and layoffs when ability and performance are substantially equal with those
43 individuals junior to them. If the District determines that seniority rights should not govern because a
44 junior employee possesses ability and performance substantially greater than a senior employee or senior
45 employees, as substantiated by the hiring process, the employee may request, and shall be given, an
46 appointment with the hiring administrator to discuss the administrator's rationale for non-selection of the
47 senior employee.

1 **Section 9.7.1. Cross Training.**

2 The District shall make a good faith effort to provide cross training for employees interested in
3 additional hours at the work site and assuming the positions of absent co-workers.
4

5 **Section 9.7.2. Voluntary Transfer.**

6 Employees who desire a transfer (a change in location from one school to another) may file a
7 written statement of such desire with the Superintendent or designee. Such statement shall include
8 the office area, grade level or subject area to which the employee desires to be transferred, in order
9 of preference. All requests expire December 31. An employee may reapply after December 31. It
10 is understood that a position shall not be vacated solely for the purpose of granting such a request.
11 It is also understood that an employee requesting a transfer may be given an open position without
12 the necessity of posting. Seniority will be one (1) of the factors considered when an employee
13 requests a transfer.
14

15 **Section 9.8. Posting of Open Positions.**

16 All positions which are open will be publicized within the bargaining unit as soon as is practicable after
17 the District is apprised of the opening. The Association's president will receive an electronic copy of the
18 posting upon publication to both their personal and District email addresses. Any employee not selected
19 for a position may request and shall be given an appointment with the hiring administrator to discuss
20 his/her interview and the administrator's rationale for non-selection. All other applicants shall be notified
21 when the position is filled. No position will be filled until it has been posted at each worksite and on the
22 District website for a minimum of ten (10) working days.
23

24 **Section 9.8.1. Temporary Vacancies.**

25 All temporary vacancies in excess of thirty (30) working days, which are not filled first from
26 within the building and then the bargaining unit, shall be posted consistent with Section 9.8, and
27 shall clearly list the temporary ramifications of the posting.
28

29 **Section 9.8.1.1. Outside of Classification.**

30 Employees from outside the classification shall be given special consideration for
31 temporary assignments when no employee from within the job classification has applied.
32 Employees shall be evaluated in writing on their temporary assignments of thirty (30) days
33 or more. Employees evaluated as unsatisfactory shall be ineligible for future consideration.
34

35 **Section 9.8.1.2. One (1) Year Positions.**

36 The District will work to minimize the number of one (1) year positions.
37

38 **Section 9.8.2. Provisional Guaranteed Interview.**

39 Employees who apply for a position in the bargaining unit and meet the minimum listed
40 qualifications shall be guaranteed an interview, unless a more senior employee has been hired.
41

42 **Section 9.8.3. Awarding of Additional Time.**

43 It is understood that up to two (2) hours of additional time can be added to any current employee
44 without having to follow the posting process in the Collective Bargaining Agreement.
45
46
47
48

1 **Section 9.9. Credit for Like Experience.**

2
3 **Section 9.9.1. Prior Washington State K-12 Experience.**

4 Per RCW 28A.400.300, New employees previously employed in other school districts and former
5 employees of White River School District shall be given credit for such service for purposes of
6 salary placement consistent with their relevant experience as if such employment occurred under
7 this Collective Bargaining Agreement. The District will honor other District experience as it
8 applies in accordance with state law. For purposes of seniority rights under Article IX, however,
9 the hire date of such employees shall be the first day of their current term of employment, with no
10 credit for past employment.

11
12 **Section 9.9.2. Other Experience.**

13 New employees with like experience, in a similar position to the one to be held in White River
14 School District shall be given credit for such service for purposes of salary placement consistent
15 with their relevant experience. For purposes of seniority rights under Article IX, however, the hire
16 date of such employees shall be the first day of their current term of employment, with no credit
17 for past employment.

18
19 **Section 9.10. Reduction in Force.**

20 In considering program and service reductions, the Board shall endeavor to maintain classified staff and
21 instructional items in support of the same. Every effort will be made to allow any necessary staff reduction
22 to come from normal attrition, retirements, and resignations.

23
24 In the event a reduction in force (RIF) causes an employee to lose one (1) hour per day or more time, that
25 employee shall be entitled to bump an employee within their classification with less seniority holding a
26 similar position in the District. No employee may bump into a higher paid position or into one with more
27 hours per day or more annual hours than they previously had. The District shall have the right to require
28 the employee to bump the least senior person filling a position of appropriate hours and which the senior
29 employee is qualified to perform.

30
31 As a result of the RIF, employees who lose an hour or more per day, or their job, shall be placed on a
32 reemployment list by the District according to seniority ranking within their classification. Such
33 employees are to have priority in filling an opening in the classification held immediately prior to the RIF.
34 No employee shall be recalled into a higher paid position or to one with more hours per day or more
35 annual hours than they previously had. Names shall remain on the reemployment list for two (2) years.

36
37 An individual who is recalled from the reemployment list due to the reduction in force shall retain their
38 seniority rights which were accrued prior to the reduction in force. Those employees who are placed on the
39 reemployment list will receive a RIF notice following the completion of the RIF process which contains at
40 least the following:

- 41
42 1. Name, position, and date of hire of employee
43 2. Reason for the reduction in force
44 3. A form requesting an updated mailing address and phone number of the employee for purposes
45 of recall
46 4. Identify COBRA benefits through payroll office
47
48



1 **Section 9.11. Layoff.**

2
3 **Section 9.11.1.**

4 Should the District decide to lay off any continuing employee, the employee shall be so notified in
5 writing prior to the expiration of the school year.
6

7 **Section 9.11.2.**

8 An employee on layoff status shall file his/her address in writing with the Personnel Office of the
9 District and shall thereafter promptly advise the District in writing of any change of
10 address.
11

12 **Section 9.11.3.**

13 An employee shall forfeit rights to reemployment as provided in Section 9.10. if he/she does not
14 comply with the requirements of Section 9.11.2., or if he/she does not respond to the offer of
15 reemployment within ten (10) days.
16

17 **Section 9.11.4.**

18 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
19 accrued benefits; provided that such employee is offered a position substantially equal to that held
20 prior to layoff.
21

22 **Section 9.11.4.1.**

23 For an offer of reemployment to be considered “substantially equal” it must be within one
24 (1) hour per day of the number of hours per day worked by the employee in the position
25 held immediately prior to the RIF and it needs to include the same benefit package held by
26 the employee prior to being RIF’d. The employee will remain on the reemployment list
27 (RIF List) for two (2) years, or until the employee is offered a position of “substantially
28 equal” hours per day and benefits.
29

30 **Section 9.11.5. Notice of Layoff.**

31 In case of economic layoff, the District shall give employees two (2) weeks’ notice.
32

33 **Section 9.11.6.**

34 Nothing contained in this section shall be construed to prevent the District from implementing an
35 economic layoff at any time during the school year.
36

37 **Section 9.12. Seniority List.**

38 All employees will receive a personal copy of the bargaining unit seniority list by April 1 of each year.
39
40
41

42 **ARTICLE X**

43 **JUST CAUSE / DISCIPLINE / DISMISSAL**

44
45 **Section 10.1. Justifiable Cause.**

46 The District may discharge or discipline any employee subject to this Agreement for justifiable cause, as
47 referenced in Addendum B. The District will follow the principles of progressive discipline, unless the
48 severity or nature of the employee’s behavior warrants more serious and immediate actions.
49



1
2 **Section 10.1.1.**

3 Employees will receive discipline in a confidential setting.
4

5 **Section 10.1.2.**

6 There will be no retaliation against an employee for reporting inappropriate conduct of another
7 employee.
8

9 **Section 10.1.3. Non-Disciplinary Directives.**

10 Letters of direction are not disciplinary in nature but shall be documented in the supervisor's
11 working file.
12

13 **Section 10.2. Resolution of Just Cause.**

14 The issue of justifiable cause shall be resolved in accordance with the grievance procedures of this
15 Agreement.
16

17 **Section 10.3. Notice of Resignation.**

18 Employees shall give the District two (2) weeks' notice of their intent to terminate employment; provided,
19 however, that the Association shall suffer no liability in this regard.
20

21 **Section 10.4. Notification to Continuing Part-Time Employees.**

22 Continuing part-time employees shall be notified in writing of the date they are to return to work and their
23 scheduled days and hours, prior to August 1 of each year. All employees shall be notified in writing by
24 October 1 of their step placement and projected annual salary. Such notification shall not constitute an
25 individual contract but shall be consistent with Article VI.
26

27 **Section 10.5. Discharge After School Year.**

28 Nothing contained in this section shall be construed to prevent the District from discharging an employee
29 for acts of misconduct occurring after the expiration of the school year.
30

31 **Section 10.6. Timely Investigations.**

32 It is in the best interest of the District and the Association to expeditiously complete investigations
33 involving serious allegations against classified employees covered by this Agreement. When the
34 superintendent/designee deems it necessary to put an employee on administrative leave, the investigation
35 will be completed in a timely manner. An employee who is a party to an investigation shall be informed of
36 the nature of the investigation and whether they are a subject or a witness to the investigation. An
37 employee who is the subject of the investigation shall be advised of their right to have Association
38 representation during all interviews.
39
40
41

42 **ARTICLE XI**

43 **INSURANCE AND RETIREMENT**
44
45

46 **Section 11.1. Insurance.**

47 The Association and the District recognize that the State of Washington requires all school employees to
48 participate in the School Employees Benefits Board (SEBB) program. Employees covered under this

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1 Agreement shall be eligible to participate in the SEBB insurance program. Eligibility will be governed by
2 state law and SEBB.

3
4 The District shall make available to all eligible employees the mandatory and optional group insurance
5 programs offered by the SEBB under the rules and regulations adopted by SEBB. Benefits offered by
6 SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a
7 Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP).

8
9 Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying
10 High Deductible Health Plan (HDHP) is selected for medical insurance. Employees may select optional
11 benefits at their own expense.

12
13 **Section 11.2. Workers Compensation / L&I.**

14 All employees shall be covered by the Workers' Compensation Trust under the rules of the State
15 Department of Labor and Industries. Staff members injured by a student while in the performance of their
16 job duties will file an L&I claim in accordance with District policy. The District will authorize
17 "administrative leave with pay" to offset the time loss not provided for under an approved L&I claim for a
18 maximum period of three (3) days.

19
20 **Section 11.3. Tort Liability.**

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

22
23 **Section 11.4. Employees Retirement System.**

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

27
28 **Section 11.5. Section 125 Plan.**

29 The District agrees to offer a Section 125 plan without cost to the employee.

30
31 **Section 11.6. Insurance/VEBA Account.**

32 Each year the Association shall conduct a meeting to determine if employees shall have access to VEBA
33 accounts.

34
35
36
37 **ARTICLE XII**

38
39 **PROFESSIONAL DEVELOPMENT AND VOCATIONAL TRAINING**

40
41 **Section 12.1. Professional Development Funds.**

42 In the mutual interest of the District and employees, the District will make funds available to be used for
43 professional development and vocational improvement related to District employment, which may include
44 the WAJATC (Washington Association Joint Apprenticeship Training Committee). These funds are
45 intended for training outside of an employee's regular paid workday. All courses, training, and other
46 programs must be approved by the District and/or supervisor. In the event of a double levy failure, the
47 provision of funds as set forth under this Article shall be suspended for the duration of the contract.

1 Request for access to professional development funds shall not be arbitrarily denied. All classifications
2 will have equal opportunity to access the funds. With the budget authority's/authorities' approval, the
3 District will allow up to twenty-four (24) hours of professional development time at the employee's hourly
4 rate of pay for attendance at off-site training courses or conferences, or District offered in-service training.
5 With the budget authority's/authorities' approval up to eight (8) hours of this time may be used for
6 activities other than training or to reimburse employees for the cost of state certifications associated with
7 their employment with the District.

8
9 **Section 12.1.1. Office Personnel, Professional, Technical.**

10 The District will pay annual dues to the Washington Association of Educational Office Personnel
11 (WAEOP) for all employees who express an interest in membership by completing a membership
12 application and submitting the application to the District office.

13
14 **Section 12.1.2. Specialists, Specialized Paraeducators, Instructional Paraeducators: Specific**
15 **Training.**

16 Employees assigned to assist students with unique needs requiring specific training, as determined
17 by the District, shall be provided such training at employer expense.

18
19 **Section 12.1.3. Child Nutrition Employees.**

- 20 A. The District will pay SNA/WSNA (School Nutrition Association and Washington School
21 Nutrition Association) dues for all employees.
22 B. The District will cover the tuition of any SNA or WSNA sponsored training program approved
23 by the employee's budget authority. Other costs associated with these trainings, such as travel
24 and meals, are the responsibility of the employee.

25
26 **Section 12.2. Required Training.**

27 Employees attending training courses required by state regulation or District policy as a condition of
28 continued employment will be paid at the employee's hourly rate of pay plus any fee for tuition. Other
29 costs associated with these trainings, such as travel and meals, are the responsibility of the employee
30 unless it is a working lunch and part of the training agenda.

31
32 **Section 12.3. Classroom Materials.**

33 An employee who desires to order classroom materials shall submit a draft purchase order to the building
34 principal. On approval of the building principal, a purchase order will be prepared and forwarded to the
35 business office. Within two (2) weeks, a copy of the purchase order shall be returned to the employee
36 setting forth the disposition of the order, whether ordered, deferred, or canceled, and the explanation of
37 any such deferral or cancellation.

38
39 **Section 12.4. Additional Training.**

40 When an employee uses all of his/her available professional development time, the budget authority
41 should consider approving pay for additional classified training. If employees are unable to attend training
42 applicable to their position, as determined by their supervisor, because they are performing their job
43 duties, they shall be provided another opportunity to complete the training during paid time.

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ARTICLE XIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 13.1. Membership.

Each employee subject to this Agreement may elect to become an Association member in good standing by paying monthly dues. Membership with the Association entitles the employee to additional benefits of Association membership. The Association shall be the custodian of record regarding employee's Association membership.

Section 13.2. New Hires.

The District will comply with the requirements of RCW 41.56.037 for Association access to newly hired employees. Pursuant to RCW 41.56.035, the District will provide the Association, with an editable, digital format, at membership@pseofwa.org the following information for new hires within twenty-one (21) business days of hire:

1. Employee's Full Name (First, Middle Initial, Last)
2. Date of Hire
3. Contact Information (cell phone, home phone, work phone, personal email, work email, and home mailing address)
4. Job Title
5. Hourly Rate of Pay
6. Worksite Location

The above information will be provided to the Association at membership@pseofwa.org for all bargaining unit members every one hundred twenty (120) business days.

Section 13.3. Dues Deduction

The District shall deduct Association dues, based on gross monthly bargaining unit earnings, 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 Public School Employees of Washington/SEIU 1948 on a monthly basis. Transmissions will include payments and an electronic list of all represented employees with deduction amounts on a format including, at a minimum, status changes (resignations, LOA, name changes). The employee's authorization shall remain in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization and the rules established by the Association.

Section 13.4. Authorization and Revocation.

Any employee who has executed a dues deduction/authorization form may revoke said authorization pursuant to rules set up by the Association for revocation. The District will refer employees who request to terminate membership to the Association.

Section 13.5. Local Chapter Dues.

The District shall deduct local dues as established by the local Association chapter and remit the same to the Treasurer of the local Association chapter.

Section 13.6. Hold Harmless.

The Association will indemnify and hold the District harmless against any claims brought against the District resulting from the District's compliance with this Article.

1
2
3 **ARTICLE XIV**
4
5 **GRIEVANCE PROCEDURE**
6

7 **Section 14.1. Grievances.**

8 Grievances or complaints arising between the District and its employees within the bargaining units
9 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
10 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. The filing
11 of the grievance at Step I must be within twenty (20) working days from the alleged occurrence or the time
12 the grievant should have known. All grievances not brought to the immediate supervisor in accordance
13 with the preceding sentence shall be invalid and subject to no further processing.
14

15 **Section 14.2. Grievance Steps.**

16
17 **Section 14.2.1. Step 1.**

18 The employee is encouraged to discuss any potential grievance with his/her immediate supervisor.
19 If the employee wishes, he/she may be accompanied by an Association representative at such
20 discussion. The supervisor shall have five (5) working days to respond.
21

22 **Section 14.2.2. Step 2.**

23 If the grievance issue is not resolved to the employee's satisfaction in accordance with the
24 preceding subsection, the employee shall formalize the grievance by reducing it to writing. The
25 written statement of the grievance shall contain the following:
26

- 27 A. The facts on which the grievance is based
28 B. A reference to the provisions in this Agreement, which have been allegedly violated and
29 C. The remedy sought
30

31 The employee shall submit the written statement of grievance to his/her immediate supervisor for
32 reconsideration within ten (10) working days of the response at Step 1 and shall submit a copy to
33 the official in the administration responsible for personnel. The parties shall meet within five (5)
34 working days of the submission of the form. The supervisor will have five (5) working days after
35 this meeting to respond. If an agreeable disposition is made, all parties to the grievance shall sign
36 it.
37

38 **Section 14.2.3. Step 3.**

39 If no settlement has been reached within the five (5) post-meeting working days referred to in the
40 preceding subsection, and the Association believes the grievance to be valid, a written statement of
41 grievance shall be submitted within fifteen (15) working days to the District superintendent or his
42 designee. After such submission, the parties will have ten (10) working days from submission of
43 the written statement of grievance to meet and resolve it by indicating on the statement of
44 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign
45 it.
46

47 **Section 14.2.4. Step 4.**

48 If no settlement has been reached within the ten (10) working days referred to in the preceding

1 subsection, the Association, with the employee’s approval, may demand arbitration of the
2 grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the
3 application of this Agreement shall then be submitted to arbitration to American Arbitration
4 Association (AAA) or Federal Mediation and Conciliatory Services (FMCS). The arbitration will
5 be held at a neutral site. The parties further agree to accept the arbitrator's award as final and
6 binding upon them and share the cost of the arbitrator. All other arbitration expenses, including
7 attorney’s fees if any, shall be paid by the party incurring them. Upon mutual consent of the
8 Association and District, the parties may directly contract with an arbitrator to conduct the
9 arbitration hearing.

10
11 **Section 14.3.**

12 The grievance discussions shall take place whenever possible on school time. The employer shall not
13 discriminate against any individual or the Association for taking action under this Article.

14
15 **Section 14.4. Timelines in Abeyance.**

16 Timelines may be extended or put in abeyance by mutual consent of the Association and District, in
17 writing.

18
19
20
21 **ARTICLE XV**

22
23 **SALARIES AND EMPLOYEE COMPENSATION**

24
25 **Section 15.1. Wages in Salary Schedule (attached).**

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

28
29 **Section 15.1.1. Salary Limited Reopener.**

30 If the State Legislature appropriates, allocates, and funds additional monies for salary increases
31 during the term of this Agreement, this Agreement may be reopened for the limited purpose of
32 negotiating salaries.

33
34 **Section 15.2. Salaries for Term of Agreement.**

35 Salaries contained in Salary Schedule shall be for the entire term of this Agreement, subject to the terms
36 and conditions of Article XVI, Section 16.3. Should the date of execution of this Agreement be subsequent
37 to the effective date, salaries, including overtime, shall be retroactive to the effective date.

38
39 **Section 15.2.1. Salary Adjustments for Term of Agreement.**

40 For the first year of this Agreement (September 1, 2024 – August 31, 2025) Steps/Years 1-20 for
41 all classifications on the PSE Salary Schedule shall be increased by seven percent (7%), inclusive
42 of the IPD plus the following and attached hereto:

- 43
44
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48
- 5% Office Personnel-Level 1, Steps/Years 1-20, before the 24-25 general increase
 - 2.5% Office Personnel-Level 2, Steps/Years 1-20, before the 24-25 general increase
 - ASB Bookkeeper to Office Manager pay rate (maintain classification)
 - Upgrade (lateral step placement) – Level 2 Instructional Paraeducators to Level 1
eliminate Instructional Paraeducator Level 2

- 1 ▪ Upgrade Library EAs to Instructional Paraeducator Level 1 (lateral step placement)
- 2 ▪ Increase Specialized Paraeducator – Level 2 by 1.6%, Steps/Years 1-20, before 24-25
- 3 general increase
- 4 ▪ Lead Courier grade for Courier (Promotional step placement)
- 5 ▪ Eliminate Educational Assistant - Level 2 and restructure Levels 3, 4, 5 accordingly
- 6 ▪ 5% to Child Nutrition Classification – All Levels, Steps/Years 1-20, before 24-25
- 7 general increase
- 8 ▪ 7% Schedule H. Level 1, Steps/Years 1-20, before 24-25 general increase

9

10 For the second year of this Agreement (September 1, 2025 – August 31, 2026) Steps/Years 1-20

11 for all classifications on the PSE Salary Schedule shall be increased by five percent (5%), inclusive

12 of the IPD

13

14 For the third year of this Agreement (September 1, 2026– August 31, 2027) Steps/Years 1-20 for

15 all classifications on the PSE Salary Schedule shall be increased by five percent (5%), inclusive of

16 the IPD

17

18 **Section 15.3. Retroactive Pay.**

19 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this

20 Agreement.

21

22 **Section 15.4. Incremental Steps.**

23 Increment steps shall take effect on September 1 of each year for twelve (12) month employees and on the

24 employee’s first day of work of each work year for all others during the term of this Agreement. A new

25 hire must have been employed at least one half (½) of the employee’s previous work year to be eligible for

26 the increment.

27

28 **Section 15.5. Personal Vehicle Usage.**

29 Any employee required to travel from one site to another in a private vehicle during working hours shall

30 be reimbursed for such travel on a per-mile basis at the IRS rate per mile.

31

32 **Section 15.6. Twelve (12) Month Compensation.**

33 Employees shall receive their annual compensation based upon twelve (12) equal monthly payments.

34

35 **Section 15.6.1. Employee Verification Responsibility.**

36 Employees shall be expected to verify the accuracy of their own paychecks and report any

37 suspected errors to the District. No salary adjustments shall be made for any year except the

38 current school year.

39

40 **Section 15.7. Salary Placement for Promotion.**

41 Salary step placement for promotion (move to a higher pay level) will be made based upon the

42 individual’s relevant work experience or at the first step that will allow a minimum of a one dollar (\$1.00)

43 per hour raise in pay, whichever is higher, if such a raise is possible on the salary schedule.

44

45 **Section 15.8. Salary Placement for Non-Promotional Position Changes.**

46 Salary placement for non-promotional position changes shall be based on relevant work experience.

47

48



1 **Section 15.9. Pay for Work in a Higher Classification.**

2 Employees who move out of their position or a portion of their position, and substitute in a position
3 normally filled by an employee at a higher level of pay, shall be paid a rate for that work equal to one
4 dollar (\$1.00) per hour over their own hourly rate.
5
6

7
8 **ARTICLE XVI**

9
10 **TERM AND SEPARABILITY OF PROVISIONS**

11
12 **Section 16.1. Term of Agreement.**

13 The term of this Agreement shall be September 1, 2024 through August 31, 2027.
14

15 **Section 16.2. Application of Provisions.**

16 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
17 its execution date, except as provided in the following section.
18

19 **Section 16.3. Agreement Reopener.**

20 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
21 parties in writing. Furthermore, the Agreement can be reopened by the District in the event of levy failure
22 or significant changes in state/federal funding.
23

24 **Section 16.4.**

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

28 **Section 16.5.**

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

32 **Section 16.6.**

33 In the event either of the foregoing Sections is determined to apply to any provision of this Agreement,
34 such provision shall be renegotiated pursuant to Section 16.3.
35

36 **Section 16.7.**

37 If the District would be in violation of the law or would incur any penalties or decrease in state support as
38 a result of the salary and benefit increases provided herein, the excess salary and/or benefits provided shall
39 be reduced to the maximum amount legally allowable without the District incurring any penalty or
40 reduction in support.
41

42
43 **ARTICLE XVII**

44
45 **SAFE WORKING CONDITIONS**

46
47 **Section 17.1.**

48 The District shall provide safe working conditions for all employees. The employer is responsible for

Collective Bargaining Agreement (2024-2027)

PSE White River Chapter #616

White River School District #416

September 1, 2024

Page 26 of 28



1 taking all necessary steps to protect employees from assaults on the job. There will be no reprisals of any
2 kind by any party or parties to an employee who files a safety claim on or with the District.

3
4 **Section 17.1.1.**

5 The building principal will annually identify two (2) certificated staff members that will serve as
6 administrator designee during the school day in the absence of the principal.

7
8 **Section 17.2.**

9 Employees may report any concerns about unsafe working conditions, including air quality, to their
10 supervisor in writing. The District shall respond to the employee in writing within ten (10) working days,
11 with a copy to the Association president.

12
13 **Section 17.3.**

14 At the time of hire, all employees in this collective bargaining unit will be provided with one (1) District
15 picture identification badge at no cost to the employee. A damaged badge will be replaced at no cost to the
16 employee. Employees will comply with the Board policy related to picture identification.

17
18 **Section 17.4.**

19 All employees in this collective bargaining unit who are assigned to supervise children on the elementary
20 playground will be issued a walkie-talkie. All employees who supervise students after lunch in the middle
21 school gym and outdoors will be provided with walkie-talkies.


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SIGNATURE PAGE

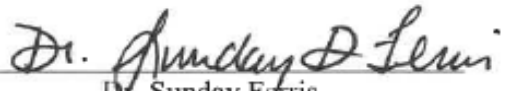
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

WHITE RIVER CHAPTER #616

BY: 
Catherine A. Meagher
White River Chapter President

DATE: 9/18/2024

WHITE RIVER SCHOOL DISTRICT #416

BY: 
Dr. Sunday Ferris
Executive Director of Human Resources

DATE: 9/18/24



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ADDENDUM A

WEINGARTEN RIGHTS: EMPLOYEE RIGHT TO UNION REPRESENTATION

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.”

- If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation.
- Management is not required to inform the employee of his/her Weingarten rights, unless specifically outlined in the union contract.
- It is the employee’s responsibility to know and request.

National Labor Relations Board (NLRB) vs. Weingarten, Inc., 1975 U.S. Supreme Court

WHAT IS THE “WEINGARTEN RIGHT”?

21 The “Weingarten Rights” requires that an employee be given the opportunity to have union representation at an employer’s investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the following principles:

- 26 1. The employee must request union representation.
- 27 2. Rescheduling a meeting to permit a union representative to be present may be appropriate, but 28 the unavailability of a union representative may not unreasonably delay the investigation.
- 29 3. The right applies to situations where the employee reasonably believes the investigation will 30 result in disciplinary action. This right does not pertain to “run-of-the-mill shop floor 31 conversations” including but not limited to giving instructions, training or needed correction of 32 work techniques.
- 33 4. The union representative’s role is to assist the employee, not to disrupt or obstruct the 34 interview. The representative’s role may include clarifying facts or suggesting other employees 35 with relevant knowledge.
- 36 5. If an employee requests union representation, the employer may decide to continue the 37 investigation without interviewing the employee. The employer is not required to justify this 38 decision.

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45 These duties and responsibilities are printed here for the education of employees and supervisors and
46 not as a limitation on the rights of the parties in any particular case.
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ADDENDUM B

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” (mentioned in Article XI, Section 11.1) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient and safe operations of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the “judge” obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense, and (b) the record of the employee in his or her service with the employer?



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ADDENDUM C

EDUCATIONAL PREMIUM PAY

Employees shall receive premium pay on all hours worked for holding one (1) of the following degrees or certificates:

NAEOP/WAEOP*: PSP Basic	\$0.50 per hour
WASBO*	\$0.50 per hour
NAEOP/WAEOP*: Associate Professional	\$0.55 per hour
NAEOP/WAEOP*: CEOE	\$0.70 per hour
School Nutrition Association (SNA) certification	\$0.50 per hour
PSE Washington State Apprenticeship Program	\$0.75 per hour
A.A. Degree	\$1.00 per hour
Bachelor's Degree	\$1.25 per hour

Should an employee hold more than one (1) degree and/or certificate they shall receive premium pay for the one with the highest hourly rate.

AA and BA Degree premium pay shall require submission of official college transcripts from an accredited institution of higher education.

*A certificate earned under the Professional Standards Program (PSP) of the National or Washington Association of Educational Office Professionals (NAEOP/WAEOP), and/or the Washington Association of School Business Officials (WASBO). An employee must receive prior approval from a budget authority to use one of these certificates for premium pay.



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ADDENDUM D

OTHER PREMIUM PAY

Building Level Tier 3 Intervention Coordinator:

Instructional Paraeducators hired to the additional position of Building Level Tier 3 Intervention Coordinator, shall receive three dollars (\$3.00) per hour premium pay on both their Instructional Paraeducator hours and Building Level Tier 3 Intervention Coordinator hours. This premium pay is in addition to any other premium pay to which the employee is entitled.

District Level Tier 3 Intervention Coordinator:

An individual hired to the position of District Level Tier 3 Intervention Coordinator shall receive six dollars (\$6.00) per hour premium pay for all hours worked in this position. This premium pay is in addition to any other premium pay to which the employee is entitled.



WHITE RIVER SCHOOL DISTRICT NO. 416
2024-2025 PSE SALARY SCHEDULE
September 1, 2024 thru August 31, 2025

LEVEL	Substitute Rate	YEAR 1	YEAR 2	YEARS 3-5	YEARS 6-10	YEARS 11-15	YEARS 16-20	YEARS 21-25 3% above previous step	YEARS 26-30 3% above previous step	YEARS 31-35 3% above previous step	YEARS 36+ 3% above previous step
SCHEDULE A - OFFICE PERSONNEL											
1	24.81	27.36	28.01	28.65	29.35	30.02	30.74	31.66	32.61	33.59	34.60
2	22.91	25.44	26.04	26.66	27.30	27.96	28.64	29.50	30.39	31.30	32.24
SCHEDULE B - PROFESSIONALS											
1	27.20	30.02	31.02	32.06	33.15	34.25	35.40	36.46	37.55	38.68	39.84
2	24.81	27.36	28.01	28.65	29.35	30.02	30.74	31.66	32.61	33.59	34.60
3	23.02	25.31	26.15	27.01	27.93	28.85	29.80	30.69	31.61	32.56	33.54
SCHEDULE C - SPECIALIZED PARAEDUCATOR											
1	23.36	25.47	26.14	26.81	27.54	28.28	29.04	29.91	30.81	31.73	32.68
2	22.35	24.48	25.19	25.88	26.61	27.37	28.13	28.97	29.84	30.74	31.66
SCHEDULE D - INSTRUCTIONAL PARAEDUCATOR											
1	21.57	23.64	24.31	24.98	25.71	26.44	27.19	28.01	28.85	29.72	30.61
SCHEDULE E - SPECIALIST											
1	22.45	24.85	25.54	26.26	27.00	27.76	28.56	29.42	30.30	31.21	32.15
SCHEDULE F - EDUCATIONAL ASSISTANTS											
1	21.09	22.99	23.63	24.30	24.97	25.67	26.40	27.19	28.01	28.85	29.72
2	19.14	21.20	21.79	22.38	23.04	23.66	24.34	25.07	25.82	26.59	27.39
3	18.58	20.43	20.99	21.57	22.17	22.78	23.41	24.11	24.83	25.57	26.34
4	17.46	19.21	19.74	20.29	20.83	21.41	22.00	22.66	23.34	24.04	24.76
SCHEDULE G - CHILD NUTRITION											
1	22.33	25.07	25.78	26.49	27.24	28.01	28.82	29.68	30.57	31.49	32.43
2	21.36	24.05	24.76	25.44	26.15	26.90	27.67	28.50	29.36	30.24	31.15
3	20.54	23.22	23.85	24.52	25.22	25.90	26.66	27.46	28.28	29.13	30.00
4	18.37	20.69	21.25	21.86	22.48	23.10	23.74	24.45	25.18	25.94	26.72
SCHEDULE H - THERAPY ASSISTANTS											
1	27.60	30.39	31.39	32.42	33.49	34.63	35.77	36.84	37.95	39.09	40.26
2	20.18	22.38	22.91	23.44	24.01	24.56	25.13	25.88	26.66	27.46	28.28
SCHEDULE I - TECHNICAL											
1	33.97	37.42	38.68	39.96	41.32	42.70	44.15	45.47	46.83	48.23	49.68
2	26.13	28.59	29.44	30.27	31.15	32.05	33.00	33.99	35.01	36.06	37.14

Salary Schedule notes on the next page



1 **SCHEDULE A - OFFICE PERSONNEL**

- 2 Level 1 - Office Manager
- 3 - Administrative Assistant (for Director, Program Director)
 - 4 - Registrar, High School
- 5 Level 2 - Secretary for Personnel/System Administrator
- 6 - Secretary for Counseling (secondary)
 - 7 - Secretary for Assistant Principal (secondary)
 - 8 - Secretary for Elementary; Office Assistant

9 **SCHEDULE B - PROFESSIONALS**

- 10 Level 1 - Technical Support Specialist
- 11 Level 2 - ASB Bookkeeper
- 12 Level 3 - Accounting Assistant; Capitol Projects Assistant

13 **SCHEDULE C - SPECIALIZED PARAEDUCATOR**

- 14 Level 1 - Specialized Para - Behavior Specialist
- 15 Level 2 - Specialized Paraeducator

16 **SCHEDULE D - INSTRUCTIONAL PARAEDUCATOR**

- 17 Level 1 - Instructional Paraeducator
- 18 - Instructional Para - Career & Technical Educ (CTE)
 - 19 - Instructional Para - Multilingual Learner (MLL)
 - 20 - Instructional Para - Library
 - 21 - Tier 3 Intervention Coordinator - Building Level
 - 22 - Tier 3 Intervention Coordinator - District Level
 - 23 - Program Support Specialist (AVID Tutor)

24 **SCHEDULE E - SPECIALIST**

- 25 Level 1 - Career Information Specialist; Child Care Specialist;
- 26 Lead Printer; District Curriculum Support Specialist

27 **SCHEDULE F - EDUCATIONAL ASSISTANTS**

- 28 Level 1 - Courier
- 29 Level 2 - Supervision
- 30 Level 3 - Kids Club/Camp Leader
- 31 Level 4 - Child Care Assistant; Kids Club/Camp Worker

32 **SCHEDULE G - CHILD NUTRITION**

- 33 Level 1 - District Kitchen Manager
- 34 Level 2 - Lead Child Nutrition Worker (high school)
- 35 Level 3 - Lead Child Nutrition Worker, (building)
- 36 - District Child Nutrition Bookkeeper
 - 37 - District Assistant Kitchen Manager-Shipping/Receiving
- 38 Level 4 - Child Nutrition Worker/Cashier

39 **SCHEDULE H - THERAPY ASSISTANTS**

- 40 Level 1 - Speech and Language Pathologist Assistant
- 41 - Physical Therapist Assistant
 - 42 - Certified Occupational Therapist Assistant
 - 43 - Nurse
- 44 Level 2 - Health Clerk

45 **SCHEDULE I - TECHNICAL**

- 46 Level 1 - District Technology Support Specialist
- 47 - Student Data and Security Manager
 - 48 - Technology Customer Support Specialist
- 49 Level 2 - District Building Technician
- 50 - District Student Records Support Technician



1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU
5 LOCAL 1948 WHITE RIVER CHAPTER #616 AND THE WHITE RIVER SCHOOL DISTRICT #419. THIS
6 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.3 OF THE CURRENT
7 COLLECTIVE BARGAINING AGREEMENT.
8


9
10 The parties agree to the following regarding Paid Family Medical Leave Supplementation:
11

- 12
13 1. The District and the Union are signatories to the 2024-2027 Collective Bargaining Agreement (CBA).
14
15 2. To provide a clear understanding, the following shall be set forth as terms of this Agreement:
16
17 a. The District and Union agree to a trial period of Paid Family Medical Leave (PFML)
18 supplementation for the 2024-2025 school year.
19 b. The District and Union commit to working together to minimize the impact on District payroll,
20 which may result in protocols for employees to follow during periods of supplementation.
21 c. It is understood that employees who choose to supplement PFML will do so in full-day increments
22 and consecutive days in alignment with periods of PFML.
23 d. By mutual agreement, the District will continue to offer employees the option to supplement PFML
24 with paid leave for the 2025-2026 and 2026-2027 school year.
25
26 3. The District and the Union agree that any disagreement, misinterpretation, or application of this
27 Memorandum of Understanding (MOU) shall require both parties to meet in a Labor Management
28 Meeting to discuss a resolution.
29
30

31 The terms of this MOU shall become effective upon signature of all parties below and shall sunset on August
32 31, 2027. All other terms and provisions of the 2024-2027 CBA shall remain in full force and effect.
33

34
35 PUBLIC SCHOOL EMPLOYEES
36 OF WASHINGTON/SEIU LOCAL 1948
37 WHITE RIVER CHAPTER #616

WHITE RIVER SCHOOL DISTRICT #416

38
39 
40 BY: Cathy Meagher, Chapter President (Oct 25, 2024 15:42 PDT)
41 Cathy Meagher, Chapter President

BY: Sunday Ferris
Sunday Ferris, Executive Director of HR

42
43 DATE: 10/25/24
44

DATE: 10/25/24
45



1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948 WHITE RIVER CHAPTER #616 AND THE WHITE RIVER
6 SCHOOL DISTRICT #419. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI,
7 SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8


9 The parties agree to the following regarding New Employee Orientations:

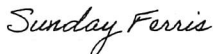
- 10
11 1. The District and the Union are signatories to the 2024-2027 Collective Bargaining Agreement (CBA).
12
13 2. To provide a clear understanding, the following shall be set forth as terms of this Agreement:
14
15 a. The Union shall plan New Employee Orientations (NEO) at the discretion of the Union relative
16 to time/date and location.
17 b. Provided the employee signs a check-in list and the Union submits said list to the District
18 Human Resources Department for approval, the employees attending the NEO will be
19 compensated for thirty (30) minutes at their regular hourly rate. Employee participation will be
20 optional.
21 c. The Union President or designee will be provided paid release time to attend the NEO if such
22 meeting is held during their regular workday, provided that the Union reimburses the District for
23 any substitute wages paid during said time.
24 d. District representatives shall not be present during the NEO. The Union shall have the right to
25 present information regarding the Union during the NEO.
26
27 3. The District and the Union agree that any disagreement, misinterpretation, or application of this
28 Memorandum of Understanding (MOU) shall require both parties to meet in a Labor Management
29 Meeting to discuss a resolution.
30

31 The terms of this MOU shall become effective upon signature of all parties below and shall sunset on
32 August 31, 2027. All other terms and provisions of the 2024-2027 Collective Bargaining Agreement shall
33 remain in full force and effect.
34
35

36 PUBLIC SCHOOL EMPLOYEES
37 OF WASHINGTON/SEIU LOCAL 1948
38 WHITE RIVER CHAPTER #616

WHITE RIVER SCHOOL DISTRICT #416

39
40 
41 BY: Catherine A. Meagher (Oct 25, 2024 15:40 PDT)
42 Cathy Meagher, Chapter President

40 
41 BY: _____
42 Sunday Ferris, Executive Director of HR

43
44 DATE: 10/25/24
45 _____

44 DATE: 10/25/24
45 _____

