

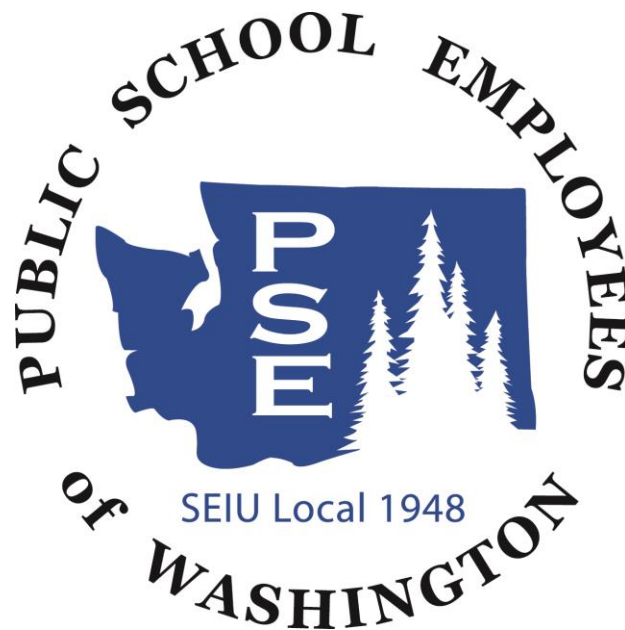
COLLECTIVE BARGAINING AGREEMENT BETWEEN

WILLAPA VALLEY SCHOOL DISTRICT #160

AND

PUBLIC SCHOOL EMPLOYEES OF WILLAPA VALLEY

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington/SEIU Local 1948

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DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between Willapa Valley School District Number 160 (hereinafter "District") and Public School Employees of Willapa Valley, an affiliate of PSE/SEIU Local 1948 (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:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

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

Section 1.3.

The bargaining unit to which this Agreement is applicable is as follows: all classified employees of the District except the District Fiscal Business Officer, Executive Secretary to the Superintendent, and Transportation Supervisor.

Section 1.4.

The District may use screened adult volunteers/trainees to assist with the function of the school system. Such volunteers/trainees shall not be used to supplant or replace bargaining unit positions.

Section 1.5.

All substitute employees who have worked thirty (30) accumulative days in the previous twelve (12) months and who continue to be available for employment as substitutes shall be included in the bargaining unit. Section 7.2, Section 7.3, Section 7.7, Section 7.7.2.1 and its subsections, Section 7.8, and Schedule A shall be the sole provisions of the agreement applicable to bargaining unit substitutes. Substitutes will be eligible for union membership as soon as they are eligible for SEBB.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Without limiting the foregoing, this shall include the right to direct and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

Section 2.2.

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

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1.

It is agreed that the employees in the units defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the



1 Association to the Board of Directors of the District or any other governmental body, group, or
2 individual. The District shall take whatever action required or refrain from such action in order to
3 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
4 District to encourage or discourage membership in any employee organization.

5
6 **Section 3.2.**

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

9
10 **Section 3.3.**

11 Employees subject to this Agreement have the right to have Association representatives present at any
12 hearing concerning a grievance filed by the employee and at any disciplinary hearing. Included are
13 investigatory interviews when an employee reasonably believes that discipline could result.

14
15 **Section 3.4.**

16 Each employee shall be provided a copy of all material placed in the employee's personnel file upon
17 insertion. An employee may attach comments to any material that is a part of the personnel file. There
18 shall be only one (1) official personnel file for each employee. Said files shall be kept in the District
19 Superintendent's Office. Each employee shall have the right upon request, and after making an
20 appointment for that purpose with the personnel administrator, to review the contents of the
21 employee's official personnel file. The review shall be made in the presence of the staff member
22 responsible for safekeeping of these files. During the review employees shall be allowed to copy any
23 material therein; shall be permitted to make a written inventory of material there; and, on request, have
24 such inventory signed and dated by a representative of the administration.

25
26 **Section 3.5.**

27 The night shift custodian, when working alone, at their request, shall be provided with an emergency
28 notification device as determined by the District.

29
30 **Section 3.6.**

31 Employees required to work with potentially violent or aggressive students shall be informed of special
32 needs on a need to know basis. Any case of assault upon an employee shall promptly be reported to
33 the employer or the employer's designated representative by filling out a District supplied incident
34 report.

35
36 **Section 3.7.**

37 The district agrees to provide safe and non-hazardous working conditions within the district facilities.
38 Employees with specialized training may enter a building to assist in the process of determining
39 whether or not it is safe to re-enter the building.

40
41 **Section 3.8.**

42 Pursuant to RCW 28A.210.275, non-licensed employees requested to administer medications or
43 perform nursing services shall be provided training and shall have right of refusal without employer
44 reprisal or disciplinary action. Employees must receive the training before they are authorized to
45 deliver the service or medication. Such training will be provided as necessary on an ongoing basis.

1 **Section 3.9.**

2 The Employer and the Union are committed to a policy of equal employment opportunity. All staff
3 members will be treated fairly at all times and without regard to race, color, religion, sex, age, national
4 origin, military or marital status, sexual orientation, gender identity, political ideology, genetic
5 information or disability, and any other basis protected by local, state, or federal law. This applies to
6 all personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff
7 and recall, compensation and benefits, discipline, termination and all other conditions or privileges of
8 employment.

9
10 **Section 3.10. Harassment.**

11 The Employer is committed to providing a work environment free from unlawful harassment. The
12 Employer will not tolerate actions, words, jokes or comments based on an individual's sex, race,
13 ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee,
14 supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject
15 to appropriate corrective action, up to and including termination of employment.

16
17
18 **ARTICLE IV**

19
20 **RIGHTS OF THE ASSOCIATION**

21
22
23 **Section 4.1.**

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

28
29 **Section 4.2.**

30 The Association shall promptly be notified by the District of any written disciplinary notice against
31 any employee in the bargaining unit. The Association is entitled to have an Association representative
32 at hearings conducted by any District official or body arising out of any grievance and to represent the
33 employee and make known the Association's views concerning the case.

34
35 **Section 4.3.**

36 The Association reserves and retains the right to utilize persons of its choice to represent it in all
37 matters relating to this contract and its representation of employees of the District, including
38 appropriate officials of the PSE/SEIU Local 1948 State Organization.

39
40 **Section 4.4.**

41 On or before the first day of October of each year, the District shall provide the PSE/SEIU Local 1948
42 with the following information for all employees in the bargaining unit: name, address, job title, hire
43 date and rate of pay.

44
45 **Section 4.5.**

46 The president of the Association shall receive a board packet prior to each board meeting. Excluded
47 shall be executive session material and administrative summaries to the board.

1 **Section 4.6.**

2 The parties will meet, confer, and have input regarding the school calendar.

3
4 **Section 4.7. New Employee/Member Orientation.**

5 Effective June 7, 2018, the District will provide the union a thirty-minute meeting during the
6 bargaining unit employees work time within one week of their hire date. The president of the Union or
7 designee shall be granted time off without loss of pay to conduct this meeting. This time shall not be
8 deducted from the leave outlined in Art. IV, Sec 4.5. The Union shall pay the cost of a substitute, if
9 necessary.

10
11 **Section 4.8.**

12 The District will provide the Association and PSE, membership.pseofwa.org a list to be transmitted
13 electronically upon any changes, listing bargaining unit employees who are hired, re-hired, reinstated,
14 transferred into or out of a bargaining unit, reclassified, promoted, downgraded, placed on any type of
15 leave, laid off, recalled from layoff or separated from the District. The report will include each listed
16 bargaining unit employee's name, date of hire, home address, cellular and home phone numbers, job
17 title, classification, rate of pay, and work and personal email address, work location, of all newly hired
18 bargaining unit employees within twenty-one (21) business days of employment and every 120
19 business days for all employees. RCW 41.56.037

20
21
22
23 **ARTICLE V**

24
25 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

26
27 **Section 5.1.**

28 It is agreed and understood that matters appropriate for consultation and negotiation between the
29 District and the Association are hours, wages, grievance procedures, and general working conditions of
30 employees of the bargaining unit subject to this Agreement.

31
32 **Section 5.2.**

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

36
37 **Section 5.3.**

38 The District agrees that notice of principal requests for statutory or regulatory waivers made pursuant
39 to the provisions of Chapter 28A.320 RCW will be provided to the Association. Normally, the
40 Association will receive such notice prior to District action to obtain classified employee commitment
41 to cooperate in implementing the waiver, but in no case will the Association receive the notice later
42 than two (2) weeks prior to the first consideration of such waiver request by the District Board of
43 Directors.

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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

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

Section 6.2.

Time during working hours, when possible, will be allowed Association representatives for attendance at meetings with the District.

Section 6.3.

Visitation rights shall be granted to the designated representatives of PSE/SEIU Local 1948 to visit at reasonable times with employees in the bargaining unit for purposes of grievance procedures and/or general information data. The visiting representative shall notify the District in advance of the representative's intended arrival.

ARTICLE VII

HOURS OF WORK

Section 7.1.

Each employee will be assigned in advance to a definite workweek with designated times of beginning and ending; provided, that the employer may change the existing workweek in case of emergency without prior notice and in any other case by five (5) days written notice to the employee.

Section 7.2.

Employees working in excess of six (6) hours per day shall receive a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.

In the event an employee is assigned to a shift of six (6) hours or less, the employee shall receive a fifteen (15) minute rest period for each three (3) hours of work.

Section 7.4.

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive

1 days of rest. Provided, further, the above may be waived by mutual consent of the District and the
2 employee involved.

3
4 **Section 7.4.1.**

5 The elementary secretary's work year will include at least fifteen (15) work days beyond the
6 student attendance school year (either before or after). Additional days may be approved by the
7 supervisor.

8
9 **Section 7.4.2.**

10 The middle/high school secretaries' work year will include at least ten (10) work days before
11 the student attendance school year and at least (10) work days after. Additional days may be
12 approved by the supervisor.

13
14 **Section 7.5.**

15 Employees requested to work a shift regularly filled by a higher paid position for ten consecutive work
16 days shall be paid at their incremental step at the higher paid position rate retroactive to the first day.

17
18 **Section 7.6.**

19 All regular a.m. and p.m. routes will be open for bid according to seniority approximately two (2)
20 weeks after the beginning of the new school year or as soon as the new route times have been
21 accurately established, whichever occurs first.

22
23 All bidding shall be done on the basis of seniority. A regular run is defined as a morning (a.m.) route
24 segment and an afternoon (p.m.) route segment serving schools on a home-to-school and school-to-
25 home basis. If a driver is unavailable to attend bid day, the driver may designate another driver to bid
26 for him/her. A note will be presented to the Transportation Supervisor, by the proxy bidder, or a phone
27 call made to the Transportation Supervisor by the absent driver, before the bids take place.

28
29 During the school year, there must be thirty (30) minutes or more increase or decrease in route time
30 before the employee can exercise seniority by bumping to another position. New or vacated routes that
31 occur during the school year will be posted at the time of opening.

32
33 **Section 7.7.**

34 Recognizing that bus drivers present special shift problems, the parties agree that shifts shall be
35 established in relation to routes and driving times requisite to fulfilling tasks assigned by the
36 Supervisor of Transportation; and provided that all bus drivers shall receive one-half (½) hour per day,
37 in addition to actual hours of driving time, for the purpose of bus cleanup and pre-trip inspection. All
38 trips other than daily scheduled runs shall be compensated at the trip rates as listed on Salary
39 Schedule A, provided, employees receiving trip driving pay will not receive regular pay for the same
40 hours. Run sheets will be used for computing payroll. Employees will not be required to drive such
41 trips if the employee has worked forty (40) hours or more during the workweek. The District may
42 utilize the Supervisor of Transportation to drive a school bus if no regular drivers are available.

43
44 **Section 7.7.1.**

45 Mid-day tri-district trips shall be bid on a rotational basis starting with most senior driver
46 through the least senior driver. Should the number of runs exceed the number of drivers signing
47 up to bid mid-day tri-district trips, the process stated in the immediately preceding sentence
48 shall be repeated.

Section 7.7.2. Statement of Clarification/Purpose Re: Extra Trip Assignments.

Section 7.7.2.1. Scheduled Trips.

The following employees will be eligible to bid on extra trips:

- Drivers with an a.m. and p.m. route

At the start of each sports season (fall, winter, spring, summer) the District shall provide all drivers with an official trip sheet which shall consist of all scheduled trips. The number of trips shall be divided by the number of interested drivers to determine the number of trips each driver will be eligible to bid. Trips shall be bid from the trip sheet starting with the most senior driver and passed down the seniority list. No driver shall be required to utilize all or any of their trip bids. Any trips resulting from an uneven division or those that remain unbid shall be bid starting with the most senior driver and passed down the seniority list (one trip at a time). Any trips which remain unbid shall be offered to drivers who do not have a regular assigned route (referred to herein as “substitute drivers”). Any trips which remain unbid may be assigned to a driver on a reverse rotating seniority basis, provided that the least senior driver has the necessary training.

Section 7.7.2.1.1. Unscheduled Trips.

Unscheduled extra trips will be offered to drivers, one at a time, for bid on a seniority basis.

Section 7.7.2.1.2.

If for any reason a driver or substitute driver cannot drive an extra trip which the driver previously bid or substitute driver was offered, the driver or substitute driver shall notify the Transportation Supervisor who shall offer the trip to the most eligible driver. In the event a driver or substitute driver is unable to contact the Transportation Supervisor, and the extra trip departs in less than forty-eight (48) hours, the driver or substitute driver shall contact the most senior available driver to drive the extra trip.

Section 7.7.2.1.3. Day Trips.

Unscheduled trips shall be offered to regular drivers that are not working a full eight (8) hour per day shift on the following basis:

- A. In the month of September trips shall be offered on a seniority basis.
- B. In the month of October trips shall be offered on a rotating seniority basis. If the eligible driver does not take the trip they lose their turn for that rotation.
- C. The ensuing months shall alternate.
- D. In the event of extreme weather conditions the district or the transportation supervisor may bypass a driver and offer the trip according to seniority. The district must have the flexibility/discretion to

assign day trips to employees with dual classifications. The driver bypassed will retain their position on the list for the next available trip.

E. Substitute drivers may be utilized when no regular drivers are available.

Section 7.7.2.1.4. Assignment of Non-scheduled Trips.

Assignment of non-scheduled (less than 24-hour notice) trips may be assigned at the discretion of the District.

Section 7.8.

Substitute bus drivers will be paid the bus driver rate on Schedule A; provided, however, that substitute drivers will not advance to Step IV. Step IV is reserved for regular drivers.

Section 7.9.

The following limitations on bus driving shall apply.

No school bus driver shall be scheduled to drive more than ten (10) hours (actual behind the wheel driving time) during any twenty-four (24) hour period.

In the event a bus driver bids an extra trip (as defined by the Agreement) which concludes after one a.m. (1:00 a.m.), said driver shall not drive prior to 10:00 a.m. the immediately succeeding day. The driver shall notify the transportation supervisor according to district procedure.

Section 7.10. Van and Car Usage.

Regarding extra trips, the District may utilize any combination of vehicles to transport up to a maximum of fourteen students utilizing staff other than bus drivers and/or volunteers who have a Type II driver's license. Trips exempt from this provision are as follows:

FFA trips to State will require at least one (1) bus driver if two (2) vehicles are required. State Volleyball and State Basketball trips.

Section 7.11. Bus Aides.

Before the end of the second week of school the district will meet with PSE regarding bus aides on buses with medically fragile students and preschool buses to determine the routes, number of bus aides and any other issues related to bus aides.

ARTICLE VIII

OVERTIME

Section 8.1.

All employees working more than forty (40) hours per week, shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate for the overtime period. Employees called for special service by the immediate supervisor/Superintendent or designee shall receive no less than two (2) hours pay per call at the rate of one and one-half (1½) times the employee's base hourly rate.

Section 8.2.

Extra bus trips will be paid according to Schedule A; provided, however, that no employee is authorized to work more than twenty (20) hours of overtime in any single month. Both drivers and the transportation supervisor will work together to avoid bidding on trips that will exceed the overtime cap of twenty (20) hours per month. All drivers realize that if they are working in other positions, whether as a sub or on a regular daily schedule, that those hours count toward their 40 hours a week and will have overtime implications. The superintendent may approve additional overtime in the case of emergencies. The twenty (20) hour overtime maximum will supersede all seniority rotation for extra trips.

Section 8.3.

For overtime calculation purposes paid holidays shall be considered hours worked.

Section 8.4.

No employee will be permitted by this contract to bid or be assigned a regular daily shift which exceeds forty (40) hours per week.

ARTICLE IX

HOLIDAYS

Section 9.1.

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

- | | |
|---------------------------|--|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before Christmas |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. Day after Christmas Day or New Year's Eve Day |
| 7. Labor Day | at District's discretion (12-month employees only) |

Section 9.2. Unworked Holidays.

Employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked both the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if an employee can furnish proof satisfactory to the District that because of illness the employee was unable to work either of such shifts, and such absence by reason of illness is covered by sick leave or the employee is on bereavement leave pursuant to Section 10.1.2 of the Agreement.

Section 9.3. Worked Holidays.

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) times their base rate for all hours worked on such holidays, unless the employee goes to work at 10:00 P.M. or thereafter on that date.

Section 9.4. Holidays During Vacation.

Should a holiday occur while an employee is on vacation, the employee shall not be charged vacation leave for the holiday.

Section 9.5.

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

ARTICLE X

TYPES OF LEAVE

Section 10.1. Compensated Leave.

Section 10.1.1. Illness, Injury and Emergency. (Designated herein as "sick leave").

Each employee assigned 1,440 or more hours per year shall be entitled to ninety-six (96) hours of compensated leave each year to be used for sick leave. Employees assigned less than 1,440 hours per year shall be entitled to such leave on a pro rata basis. Sick leave shall be vested when earned and may accumulate up to a maximum of 1,440 hours entitlement. The employee shall notify the Building Administrator at least two (2) hours prior to normal shift start time, if possible, of the employee's inability to work. The District may require an employee to provide a doctor's certification of illness after three (3) consecutive days of absence.

- A. Each substitute employee shall accrue one hour of paid sick leave for every forty (40) hours worked. A maximum of forty (40) hours of sick leave may be carried over into the following year.
- B. Sick leave accrued while a substitute employee shall not be lost when the employee is hired as a regular full-time or part-time employee.
- C. When a substitute separates from employment, accrued sick leave cannot be cashed out, however, if the employee is rehired within twelve (12) months of separation, previously accrued unused sick leave shall be reinstated. Substitute employees do not have sick leave cash out rights and are not eligible to participate in sick leave incentive programs.

Section 10.1.2. Bereavement Leave.

Up to five (5) days leave with pay shall be authorized by the District in the event of death of any member of the immediate family. Immediate family for purpose of bereavement leave shall include mother, father, spouse, son, daughter, brother, sister, mother-or father-in-law, grandparents, sister-or brother-in-law, or any relative living in the same household and an ex-spouse when appropriate. Bereavement leave shall not be charged against accumulated sick leave.

Section 10.1.3. State Family Care Leave.

Each employee shall be eligible to use a choice of accrued sick leave or other paid leave for absences caused by an employee's child, spouse, parent, grandparent, sibling, or other

dependent living in the home who has a serious health condition or an emergency condition. The definitions of family relationships are spelled out in RCW 49.12.265. The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who uses State Family Care Leave. The Superintendent, at the Superintendent's discretion, may request such verification of family illness as the Superintendent deems advisable.

Section 10.1.4. Federal Medical Leave Act (FMLA)

In addition to any other leave provided for elsewhere in this agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster care, or for a serious health condition of an employee or an employee's spouse, child or parent, each employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the previous twelve (12) months is entitled to a maximum of twelve (12) weeks unpaid leave. While on unpaid FMLA leave, the District will continue to contribute the same portion of insurance benefits toward the payment of insurance premiums as when the employee was working. Upon return from FMLA leave, the District will place the employee in his or her previous position, or one with equivalent pay and benefits.

Section 10.1.5. Personal Leave.

Each employee shall have three (3) paid personal leave days per year, not deducted from sick leave. Personal leave days each year may be accumulated to a maximum of six (6) days. Such leave must be requested on the appropriate District Leave Request Form. Written request for leave must be given to the appropriate supervisor at least twenty-four (24) hours prior to the date the leave is requested. Written request for personal leave, depending upon the circumstances, may be submitted upon return to work. The employee will not be required to state the reason for personal leave. Personal leave will not be granted the day immediately before or after a holiday or vacation. No more than ten percent (10%) of the employees covered by this agreement shall be granted personal leave on any workday. Use of personal leave is intended for personal reasons that do not involve making a profit or intending to make a profit.

Section 10.1.6. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness for a District work related incident, is named as a codefendant with the District, or is subpoenaed as a witness in court such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave without pay.

Section 10.2. Uncompensated Leave.

Section 10.2.1. Leave of Absence.

Upon recommendation of the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence without pay, for a period not to exceed one (1) year. Such request by any employee shall be in writing.

Section 10.2.2.

The returning employee will be assigned to an equal position provided that the returning employee would not be retained if the original position was a riff, i.e. laid off subject to Section

12.5 of the Agreement. Employees hired to fill positions of employees on leave of absence will be informed of this provision by the District and shall be subject to all provisions of this Agreement, except that such temporary leave replacement employees shall not be covered by Section 12.5 of the Agreement.

Section 10.2.3.

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

Section 10.3. Sick Leave Incentive.

Employees may cash in unused sick leave days above on accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

At the time of separation from school district employment an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued sick leave for illness or injury, pursuant to the current State of Washington statute RCW 28A.400.210, employees may cash out unused sick leave. "Eligible employee" means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five and have at least ten years of service under the Washington school employees' retirement system plan 3; or (c) employees who separate from employment and who are at least age fifty-five and have at least fifteen years of service under the Washington school employees' retirement system plan 2.

Section 10.4.

In the event employees are absent for reasons which are covered by workers' compensation, the District shall pay from the employee's sick leave an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries or other insurance provider and the amount the employee would normally earn. This deduction shall occur until the employee's accumulated sick leave is exhausted or the employee returns to normal work.

Employees absent from work and receiving time loss payments under industrial insurance shall have the option of taking unpaid leave or using available sick leave, annual leave, and/or nonscheduled leave to maintain part or all of their normal district compensation as provided in RCW 51.32.090. Employees are responsible for informing the District payroll of their choice of options.

Section 10.5. Substitute Sick Leave.

- A. Each substitute employee shall accrue one hour of paid sick leave for every forty (40) hours worked. A maximum of forty (40) hours of sick leave may be carried over into the following year.

B. Sick Leave accrued while a substitute employee shall not be lost when the employee is hired as a regular full-time employee.

When a substitute separates from employment, accrued sick leave cannot be cashed out, however, if the employee is rehired within twelve (12) months of separation, previously accrued unused sick leave shall be reinstated. Substitute employees do not have sick leave cash out rights and are not eligible to participate in sick leave incentive programs.

Section 10.6. PFML Paid Family Leave Integration.

The District will comply with the PFML (Paid Family Medical Leave) to the extent required by law.

Section 10.7. PFML Supplemental Benefit.

Employees may be eligible, upon request, for supplemental benefit of payments that would make up the difference between their regular wage and the benefit paid by PFML. Employees wishing to do so must communicate with Human Resources prior to taking such leave and adhere to all payroll documentation requirements and deadlines. Under no circumstance shall an employee be paid greater than their current salary amount.

ARTICLE XI

VACATIONS

Section 11.1.

All employees subject to this Agreement shall be credited with hours of vacation credit, based on hours worked during the calendar year, September 1 to August 31. Such vacation credit shall be earned, vested, and used as designated in this Article.

Section 11.2.

Employees who work less than twelve (12) months per year shall receive payment for unused accrued vacation divided equally in twelve paychecks. Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation with their final pay.

Section 11.3.

The vacation credit to which a full-time employee shall be entitled shall be computed in accordance with the following rules:

1. An employee will earn one (1) weeks vacation each year through their first three (3) years of service.
2. An employee will earn two (2) weeks vacation each year starting their fourth (4th) through their tenth (10th) year of continuous service.
3. An employee will earn three (3) weeks vacation each year starting their eleventh (11th) through their fifteenth (15th) year of continuous service.

4. An employee will earn four (4) weeks vacation each year starting their fifteenth (15th) year of service.

Section 11.4.

The vacation credit to which a part-time employee shall be entitled shall be computed in accordance with the following rules:

1. An employee with less than ten (10) years service will earn one (1) week of vacation each year after having been continuously employed for three (3) years.
2. An employee with ten (10) years or more of continuous service will earn two (2) weeks of vacation credit each year.

Section 11.5.

When an employee becomes eligible for vacation time during a school year, the benefits shall be prorated based upon that portion of the year in which the employee is eligible in relation to the total year the employee works.

Section 11.6.

Employees who work twelve (12) months may accrue up to a total thirty (30) vacation days. Any vacation days accrued beyond the thirty (30) day limit will be forfeited; provided, however, no employee who has requested vacation and subsequently been denied leave by the District shall lose accrued vacation benefits.

Section 11.7.

Employees who work twelve (12) months shall be entitled to either a maximum of five (5) vacation days or one-half (½) of the employee's annual vacation accrual, whichever is greater, during the time school is in session contingent upon available substitute employees. An initial sign-up sheet will be circulated to all twelve (12) month employees on or about September 1 of each year. Within ten (10) workdays all twelve (12) month employees shall request their vacation periods occurring between September 15 through the last day of school in June. The fall vacation sign up shall be on a seniority basis. After the initial sign up vacation time will be granted on a first serve basis contingent upon available substitute employees. Vacation requests during the summer vacation period shall be granted upon approval of the Superintendent pursuant to Section 12.5 of this Agreement.

ARTICLE XII

SENIORITY

Section 12.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous employment with the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 12.1.1.

In the event that two (2) or more employees begin continuous regular employment within a general job classification on the same day, seniority shall be determined by a lot draw conducted by the Willapa Valley PSE president, superintendent and the affected employees.

Section 12.2.

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

- A. Resignation;
- B. Discharge for any reason contained in this Agreement;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 12.3.

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

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

Section 12.4.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are as follows: Para-Educator/Secretary, Food Service, Transportation Drivers, and Custodial/Building Maintenance/Grounds.

Section 12.5.

The employee with the earliest hire date within the general job classification shall have preferential rights regarding shift selection, vacation periods, and special services (including overtime). The employee with the earliest hire date within the general job classification shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with those individuals junior to the employee. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's President its reasons why the senior employee or employees have been bypassed. The District shall not be required by the Agreement to assign substitute work to regular employees.

Section 12.6.

If no employee within the job classification accepts the promotion or assignment to a new or open job or position, the job shall be an open position to be filled by the best qualified person available from within or without the District. Employees outside the general job classification, if the best qualified applicant, shall have an opportunity to fill the job or position. Among employees equally qualified, the position shall be filled according to seniority within the bargaining unit. Members of the bargaining unit shall be entitled to an interview for all open positions within the bargaining unit.

Section 12.7.

An employee who changes job classifications within the bargaining unit shall retain the employee's hire date in the previous classification for a period of one (1) year, notwithstanding that the employee has acquired a new hire date and a new classification. If an employee loses a position within one year after changing job classifications for any reason other than misconduct, such employee shall be entitled to take a position then held by another employee for which the employee is qualified if the employee has a hire date in the general job classification earlier than the employee holding the position.

Section 12.8.

The District shall publicize within the bargaining unit the availability of open positions as soon as possible after the District is apprised of the opening.

Section 12.9.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority by seniority over applicants from outside the district in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for twelve (12) months.

Section 12.10.

Employees in lay-off or reduced hours status shall have priority, whenever appropriate, for filling in (subbing) within their classification, for absent unit employees and shall be paid at the appropriate step on Schedule A.

Section 12.11.

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

Section 12.12.

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

Section 12.13.

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

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ARTICLE XIII

PROBATIONARY PERIOD

Section 13.1.

Each new hire working less than four (4) hours per day shall remain in a probationary status for a period of not more than six (6) months following the hire date. Each new hire working four (4) hours or more per day shall remain in a probationary status for a period of not more than sixty (60) workdays following the hire date. During this probationary period, the District may discharge such employee at its pleasure.

Section 13.2.

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

Section 13.3.

If after forty (40) workdays it is determined by the employee's supervisor that an employee who has received a promotion or who has been assigned to a new or open job or position and has received proper training as determined by the district does not have the ability or qualifications to fulfill the job requirements, the District shall set forth in writing to the employee and the organization's grievance committee chairman its reasons why the employee is not qualified and the employee shall then be reassigned to the employee's prior position.

Section 13.4.

All employees are required to have a State fingerprint/background check. Classified employees may be employed on a conditional basis pending completion of investigation. Any classified employee who fails to meet the requirements of the investigation will be immediately terminated. Any classified employee who opts to be employed on a conditional basis and fails the fingerprint/background investigation will have the amount (cost) of the investigation deducted from the employee's last check. The District shall pay the cost of the fingerprint/background investigation of any employee hired on a conditional basis who successfully meets the requirements of the investigation. Regarding alcohol/drug testing for CDL positions, the District shall reimburse the employee for the testing fee in the event an employee is exonerated as a result of the submittal of the second split sample to a District approved testing facility.

ARTICLE XIV

TRANSFER OF PREVIOUS EXPERIENCE

Section 14.1.

Any new hire who had just previously been employed by any School District in the State of Washington, and is hired to perform work similar to that in which previously engaged, shall be given longevity credits in the District in accordance with RCW 28A.400.300.

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ARTICLE XV

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 15.1.

The District shall have the right to reprimand, suspend or discharge an employee for justifiable cause. If the District has reasons to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 15.2.

The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this Agreement.

Section 15.3.

Except in extraordinary cases, the District will give an employee two (2) weeks notice of intention to dismiss. Except in extraordinary cases, the employee will give two (2) weeks notice of the employees' resignation.

Section 15.4.

The District shall attempt to notify any regular school employee in June of their job status for the next school year.

Section 15.5.

Nothing contained herein shall be construed to prevent the District from immediately discharging an employee for justifiable cause.

ARTICLE XVI

RETIREMENT

Section 16.1.

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

ARTICLE XVII

INSURANCE

Section 17.1.

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

1 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide
2 funding for all bargaining unit members and their dependents as required by State law, the State
3 Operating Budget, and the School Employee's Benefit Board (SEBB).
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7 **ARTICLE XVIII**

8 **VOCATIONAL TRAINING**

9 **Section 18.1.**

10 Employees attending training courses required by State regulation as a condition of employment will
11 be paid by the School District for any fee, tuition or transportation costs and provided further, that such
12 employee shall suffer no loss of pay.
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14
15

16 **Section 18.2.**

17 Employees attending training courses required by the District as a condition of employment will be
18 paid by the School District at the employee's regular hourly rate of pay for all time in attendance plus
19 any fee, tuition or transportation costs.
20

21 **Section 18.3.**

22 Transportation costs shall be reimbursed at the base mileage rate only if the transportation director
23 indicates that no school vehicles were available at the time.
24

25 **Section 18.4. Paraeducator Training.**

26 District agrees to comply with State Law regarding Paraeducator training requirements.
27
28
29

30 **ARTICLE XIX**

31 **POSITION DESCRIPTIONS**

32 **Section 19.1.**

33 Within one hundred eighty (180) calendar days following execution of this Agreement, the District
34 will provide the Association with complete job descriptions for all employees subject to this
35 Agreement.
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38

39 **Section 19.2.**

40 The District will provide the Association with such amendments, changes, and additions to job
41 descriptions as they may from time to time occur.
42

43 **Section 19.3. Dress Code.**

44 All classified staff will be expected to abide by the standards/requirements of their specific job and in a
45 manner appropriate for all staff working in an educational institution.
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ARTICLE XX

ASSOCIATION MEMBERSHIP

Section 20.1.

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received by the first Monday following payroll. Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every month and include membership status changes.

Section 20.2.

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE) membership@pseofwa.org. If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

Section 20.3.

Upon receiving notice of the employee's authorization from PSE, the employer shall deduct from the employee's salary membership dues and remit the amounts to PSE by the first Monday following payroll.

Section 20.4.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to PSE in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to PSE. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 20.5.

The District will notify the Association of all new hires within ten (10) workdays of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

Section 20.6. Committee on Political Empowerment.

The District shall, upon receipt of a written or voice authorization, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Association. Section 20.7 of the Collective Bargaining Agreement shall apply to these deductions.

1 **Section 20.7. Hold Harmless.**

2 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
3 orders, and/or judgments against the District on account of any checkoff of Association dues or
4 voluntary political contributions.
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8 **ARTICLE XXI**

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10 **GRIEVANCE PROCEDURE**
11

12 **Section 21.1.**

13 Grievances or complaints arising between the District and its employees within the bargaining unit
14 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
15 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
16

17 **Section 21.2. Grievance Steps.**

18
19 **Section 21.2.1.**

20 The employee shall first discuss the grievance with the employee's immediate supervisor. If the
21 employee wishes, the employee may be accompanied by an Association representative at such
22 discussion. All grievances not brought to the immediate supervisor in accordance with the
23 preceding sentence within thirty (30) days of reasonable knowledge of the occurrence of the
24 grievance shall be invalid and subject to no further processing.
25

26 **Section 21.2.2.**

27 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
28 subsection, the employee shall, within ten (10) working days reduce to writing a statement of
29 the grievance containing the following:
30

- 31 A. The facts on which the grievance is based;
32 B. A reference to the provisions in this Agreement which have been allegedly violated; and
33 C. The remedy sought.
34

35 The employee shall submit the written statement of grievance to the employee's immediate
36 supervisor for reconsideration and shall submit a copy to the official in the Administration
37 responsible for personnel. The parties will have ten (10) workdays from submission of the
38 written statement of grievance to resolve it by indicating on the statement of grievance the
39 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
40

41 **Section 21.2.3.**

42 If no settlement has been reached within the ten (10) days referred to in the preceding
43 subsection, and the Association believes the grievance to be valid, a written statement of
44 grievance shall be submitted within fifteen (15) additional workdays to the District
45 Superintendent or the Superintendent's designee. After such submission, the parties will have
46 ten (10) workdays from submission of the written statement of grievance to resolve it by
47 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all
48 parties to the grievance shall sign it.

Section 21.2.4.

If no settlement has been reached within the ten (10) days referred to in the preceding subsection and the Association believes the grievance to be valid, the employee may request the grievance to be referred to the District Board of Directors. The Board shall render a decision regarding disposition of the grievance within thirty (30) days following the request or at the District Board of Directors next regular scheduled meeting, whichever is later.

Section 21.2.5.

If no settlement has been reached within the thirty (30) days referred to in the immediately preceding section, the Association can file a demand for arbitration with the Superintendent. The demand must be filed within fifteen (15) working days of the Board's written decision. Within five (5) working days of the demand for arbitration, a panel of arbitrators shall be requested from the American Arbitration Association (AAA). From that panel an arbitrator shall be selected and the arbitration shall be conducted under the voluntary rules of the AAA. The arbitrator shall set dates for submission of information and position statements by both parties. All information statements submitted by one party must be submitted to the other party at the same time such information is submitted to the arbitrator. Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which has not been disclosed to the other previously. The arbitration grievance decision shall be binding on both parties. The District shall within ten (10) working days act in accordance with the recommendation of the arbitrator or the arbitration committee. The cost of the arbitrator will be equally shared by the Association and District.

Section 21.3.

The Employer shall not discriminate against any individual employee or the Association for taking action under this Article.

ARTICLE XXII

SALARIES

Section 22.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a summary of authorized deductions, hours worked, and rates paid with each pay warrant.

Section 22.2.

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

Section 22.3.

The District agrees to pay, at the hourly rate established for Bus Drivers, any classified employee called upon to drive bus that is not normally required (by position description and/or title) to drive. These hours will be kept and computed into the next month's payroll computation. It is to be understood that the employee will not be paid for both positions simultaneously. Time will be paid to the nearest fifteen (15) minutes.

Section 22.4.

Any employee who changes positions within the same general job classification shall maintain their step placement on Schedule A.

Section 22.5.

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

Section 22.6.

Regarding the Commercial Drivers License “behind the wheel test” and “written examination,” District reimbursement will be only for one (1) test fee. In the event a driver fails the test/examination and attempts the test again, the District will not reimburse such additional costs incurred. Furthermore, if an employee is required to take the “behind the wheel test” solely due to traffic problems, the District will not reimburse the test fee. . The District will reimburse for CDL renewal and bus driver endorsement and for the required physical for each regular driver.

Section 22.7.

If a District vehicle is not available, and an employee is required and directed by the District to use their personal vehicle to perform District-related tasks, the District will compensate the employee for the mileage. The rate reimbursed will be in accordance with the current mileage rate determined by the Internal Revenue Service. Employees will give a two-day notice to the District that a District vehicle is needed to fulfill job-related duties. Calculated mileage will start from Willapa Valley School District to destination point.

ARTICLE XXIII

SEPARABILITY OF PROVISIONS

Section 23.1.

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

Section 23.2.

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

Section 23.3.

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 25.3.

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ARTICLE XXIV

WORKPLACE SAFETY

Section 24.1.

Health and Safety protocols will be clearly communicated and provided in writing to all employees at each site. The district will have a Safety committee with representation from PSE.

Section 24.2. Immunization.

The District may request proof of immunizations from its employees. No specific vaccine shall be required as a condition of employment unless ordered by the Washington State Department of Health. Employees without required vaccinations may only be excluded from the work site if so ordered by the Washington State Department of Health.

ARTICLE XXV

PUBLIC DISCLOSURE LAW

Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee and the Union prior to the release of any requested record. Employees shall have four (4) business days to notify the District if they plan to file an injunction blocking the request.

ARTICLE XXVI

TERM

Section 26.1.

The term of this Agreement shall be from September 1, 2024 to August 31, 2027.

Section 26.2.

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

Section 26.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that all state increases for benefits and classified salaries shall be passed through for each year of this agreement. This Agreement will be reopened each year of the agreement for negotiations regarding wages and insurance.

Section 26.3.1.

This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which occurs following execution of this Agreement. Either party may demand the

contract be reopened when legislation enacted affects the terms and conditions herein or creates authority to alter personnel practices in public employment.

Section 26.3.2.

The Union shall have the right to open the contract at any time to deal with Health Insurance issues related to compliance with state or federal law and/or potential employee eligibility for subsidies or tax credits from the Federal government. The District agrees to cooperate with the Union to the extent that the Union requests do not cause the District to incur fines, taxes, sanctions or any substantial negative financial impact.

Section 26.3.3.

3.7% IPD for 2024-2025.

Reopener each year for wages and IPD discussion.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES OF
WILLAPA VALLEY

WILLAPA VALLEY SCHOOL DISTRICT #160

BY:

Kari Lundy-Ping
Kari Lundy-Ping, Chapter President

BY:

Dave Frasier
Dave Frasier, School Board President

DATE:

9-11-24

DATE:

BY:

Nancy Morris
Nancy Morris, Superintendent

DATE:

9-11-24

SCHEDULE A
Willapa Valley School District #160
SEPTEMBER 1, 2024 – AUGUST 31, 2025

<i>POSITION</i>	<i>STEP 1</i>	<i>STEP 2</i>	<i>STEP 3</i>	<i>STEP 4</i>
Head Maintenance	\$26.50	\$27.75	\$29.05	\$30.40
Maintenance/Custodian	\$23.56	\$24.73	\$25.98	\$27.27
Custodian (Substitute pay)	\$20.27	\$21.28	\$22.37	\$23.50
High School/Elementary Cook	\$20.69	\$21.64	\$22.63	\$23.69
Assistant Cook	\$19.24	\$20.09	\$21.01	\$21.95
Sign Language	\$24.11	\$25.31	\$26.58	\$27.90
Certified Occupational Therapy Aide	\$23.64	\$24.82	\$26.07	\$27.23
LPN/Para-Educator	\$23.60	\$24.78	\$26.01	\$27.31
Lead Preschool	\$22.58	\$23.53	\$24.55	\$25.61
Para-Educator II	\$20.94	\$22.16	\$23.21	\$24.34
Para-Educator	\$20.15	\$21.10	\$22.11	\$23.18
Middle School/High School Secretary-Registrar	\$23.12	\$24.35	\$25.55	\$26.77
Elementary Secretary	\$20.60	\$21.62	\$22.70	\$23.84
Secretary/Support	\$20.15	\$21.10	\$22.11	\$23.18
Bus Driver/Mechanic	\$24.36	\$25.56	\$26.85	\$28.19
Bus Driver	\$23.70	\$24.88	\$26.15	\$27.43

3.7% IPD - 9/1/24-8/31/25

Driver/Trainer will be compensated \$1000.00 per trainee.

Extra Trips:

- All trips will be compensated at the driver's regular rate of pay.
 - All drivers will be compensated a minimum of two (2) hours for trips, both in and out of district.
 - Overnight trips will be compensated a minimum of eight (8) hours per day.
 - Driver will be compensated an additional \$20.00 for an extra trip that ends after 1:00 am.
- driving work, count toward the forty (40) hour work week and will have overtime implications (see Section 8.2).

Effective January 1, 2024 the Washington State minimum hourly wage is \$16.28.

Substitutes will be paid at least Step 1. Employees who sub within their classification shall be paid at their current step.

Paraeducators utilizing bilingual skills in the course of their duties will be issued a supplemental contract of \$300.00 per year.

Required CDL endorsement for renewal and new drivers will be paid for by the school district.

Paraeducators will be paid for all hours worked on early release days.

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WILLAPA VALLEY, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE WILLAPA VALLEY SCHOOL DISTRICT NO. 160. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXV, SECTION 25.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to review the current practices outlined in Section 7.7.2, and its subsections, regarding the bidding on and assigning of extra trips. Any mutually agreed upon modifications resulting from this review will be placed in writing pursuant to Section 26.3.

This Memorandum of Understanding shall become effective September 1, 2024, shall remain in effect until August 31, 2027, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WILLAPA VALLEY

WILLAPA VALLEY SCHOOL DISTRICT #160

BY:

Kari Lundy-Ping
Kari Lundy-Ping, Chapter President

BY:

Nancy Morris
Nancy Morris, Superintendent

DATE:

9-11-24

DATE:

9-11-24

Memorandum of Understanding

This memorandum of understanding sets forth the following agreement between Public School Employees of Willapa Valley, an affiliate of Public School Employees of Washington/SEIU Local 1948 and the Willapa Valley School District # 160.

This Memorandum of Understanding shall become effective on February 1, 2025 and shall remain in effect going forward in the current collective bargaining agreement, valid until August 31, 2027.

The parties agree that transportation personnel shall receive a 7% increase in their current pay beginning February 1, 2025.

Position	Step 1	Step 2	Step 3	Step 4
Bus Driver/Mechanic	\$26.06	\$27.35	\$28.73	\$30.17
Bus Driver	\$25.36	\$26.62	\$27.98	\$29.35

Signature Page

Public School Employees of
Washington/SEIU Local 1948

Willapa Valley School District #160

By: Kari Lundy-Ping

Kari Lundy-Ping, Chapter President

Date: 2-11-25

By: Nancy Morris

Nancy Morris, Superintendent

Date: 2-11-25