

COLLECTIVE BARGAINING AGREEMENT BETWEEN
SNOQUALMIE VALLEY SCHOOL DISTRICT #410

AND

PUBLIC SCHOOL EMPLOYEES OF SNOQUALMIE VALLEY #714

SEPTEMBER 1, 2021 - AUGUST 31, 2024



Updates
10/4/22

Added 22-23 MoA and Para 4 MoA

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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:

RECOGNITION AND COVERAGE OF AGREEMENT

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing the interests of all such employees.

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).

If the District modifies an existing job description or creates a new position covered by this Agreement, the Union President shall be notified in writing and shall have twenty (20) District business days from receipt of the mailing in which to file a written request with the District to negotiate pursuant to Section 18.2., for salaries only. The District will make available to the Union President current job descriptions annually beginning with the 2022-2023 school year during the term of this Agreement.

For the purposes of Section 1.3 “Other Duties as Assigned” shall be limited to tasks that are similar, related, or logical within the scope and intent of the employee’s current assignment.

The Employer recognizes the Union as the sole collective bargaining agent for those positions within the following general job classifications: (1) Custodial, (2) Food Service, (3) Operations, (4) Instructional Services, (5) Technical/Health Services, and (6) Transportation contained in the attached classified Salary Schedule. Excluded: (1) Plant Operations Supervisor, (1) Transportation Supervisor, (1) Director of Business Services (1) Food Service Supervisor, (1) Human Resources Executive Director, (1) Payroll Officer, Accounting Supervisor, and all Secretarial/Clerical, and all other employees of the District.

1 **Section 1.4.1. Supported Employment.**

2 IEP based work experience performed by special education students: Such employment shall not
3 supplant nor displace the work of bargaining unit employees. These student(s) are not part of the
4 bargaining unit unless otherwise determined by the Public Employment Relations Commission.
5

6 **Section 1.5.**

7 Substitute employees who have worked for thirty (30) or more days during any twelve (12) month
8 period in the current or previous school year shall be included in the bargaining unit, but subject only to
9 Schedule A. Bargaining unit substitutes will be afforded all representational rights afforded by this
10 agreement.
11

12 **Section 1.5.1.**

13 A short-term substitute employee is defined as an individual who fills in for regular employees in
14 regular positions, but does not have a regular position themselves. Short-term substitutes are paid on
15 a timesheet at the sub rate of pay on Schedule A.
16

17 District retirees with at least five (5) years' experience in a regular position in the District who left
18 the District in good standing and begin subbing within one year of their retirement, will be paid at
19 Step 2 on Schedule A.
20

21 **Section 1.5.2.**

22 A long-term substitute employee is defined as an individual who fills in for one regular employee in
23 a regular position and the length of service is known at the beginning of service to be ninety (90)
24 consecutive work days or more in a school year. Long-term substitutes are paid on an assignment,
25 with time verified by a timesheet, at the appropriate rate on Schedule A.
26

27 **Section 1.5.3.**

28 A short-term temporary employee is defined as an individual whose scheduled or actual employment
29 does not exceed ninety (90) days and is hired to fill a temporary position. A temporary position is a
30 position created by the District with the actual intent that the work of the position is non-recurring
31 and will only exist for the period of time within the school year. Short-term temporary positions will
32 be posted per Section 10.9. Short-term temporary employees are paid on a timesheet at Step 1 on
33 Schedule A.
34

35 **Section 1.5.3.1.**

36 At the end of the short-term temporary employment, these employees shall be considered having
37 fulfilled their service to the District and are not subject to the Layoff and Re-Employment
38 provisions of Article X.
39

40 **Section 1.5.3.2.**

41 Those short-term temporary employees rehired into the same assignment within job
42 classification the subsequent school year shall be considered a regular employee and subject to
43 all terms and conditions of this Agreement.
44

45 **Section 1.5.4.**

46 A long-term temporary employee is defined as an individual whose scheduled or actual employment

1 is more than ninety (90) days but not more than one hundred eighty (180) days or a school year and
2 is hired to fill a temporary position. Long-term temporary positions will be posted per Section 10.9.
3 A long-term temporary employee is paid on assignment, verified by timesheet, at the appropriate rate
4 on Schedule A.

5
6 **Section 1.5.4.1.**

7 Long-term temporary employees shall be covered and are subject to all terms and conditions of
8 this Agreement, except as provided in Section 1.5.4.2.

9
10 **Section 1.5.4.2.**

11 At the end of the long-term temporary employment, these employees shall be considered having
12 fulfilled their service to the District and are not subject to the Layoff and Re-Employment
13 provisions of Article X.

14
15 **Section 1.5.4.3.**

16 Those long-term temporary employees rehired into a similar assignment, within job classification
17 the subsequent school year and without a break in service beyond October 1, shall be considered
18 a regular employee and subject to all terms and conditions of this Agreement. A similar
19 assignment is within the same job classification and duties, i.e.: Para 2 Resource Room to Para 2
20 Resource Room, Para 2 WIN to Para 2 WIN, Cooks Helper to Cooks Helper.

21
22 **Section 1.5.5.**

23 Current employees taking a temporary assignment or substituting in another position shall be paid at
24 the rate of pay for the position, at the employee's current step placement on the first day of the
25 position.

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28
29 **ARTICLE II**

30
31 **RIGHTS OF THE EMPLOYER**

32
33 **Section 2.1.**

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

42
43 **Section 2.2.**

44 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
45 District.

1 **Section 2.3.**

2 It is the intention of the parties hereto that all rights, powers, prerogatives, duties and authority which the
3 District now has or had, whether exercised or not, prior to the signing of this Agreement, are retained by
4 the District except those which are specifically abridged or modified by the Agreement. Such
5 abridgement or modification shall be to the extent specifically set forth in the Agreement, and such
6 abridgements or modifications are to be strictly construed.

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10 **ARTICLE III**
11
12 **RIGHTS OF EMPLOYEES**
13

14 **Section 3.1.**

15 The employees of the unit defined herein shall be protected in the exercise of the right, freely and
16 without fear of penalty or reprisal, to join and assist the Union or to refrain from same, pursuant to
17 Article XIII. Both the Union and the District agree that they will not interfere, restrain, coerce, or
18 discriminate in order to encourage or discourage membership in the Union.

19
20 **Section 3.2.**

21 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
22 Union representative and/or appropriate officials of the District.

23
24 **Section 3.3.**

25 Employees have the right to have, upon request, Union representatives at any disciplinary proceedings
26 and/or meetings between themselves and supervisors or the representatives of the District. Employees
27 will be informed whether any proceedings and/or meetings may potentially result in discipline.

28
29 **Section 3.4. Equal Opportunity and Nondiscrimination.**

30 The District and the Union are committed to a policy of equal employment opportunity. Neither the
31 District nor the Union shall unlawfully discriminate against any employee subject to this Agreement on
32 the basis of sex, race, creed, religion, color, national origin, age, marital status, veteran or military status,
33 sexual orientation, gender expression, gender identity, the presence of any sensory, mental or physical
34 disability, or the use of a trained dog guide or service animal by a person with a disability.

35
36 **Section 3.5.**

37 During the term of this Agreement, the Union and its members, as individuals or as a group, will not
38 initiate, cause or participate in any strike, work stoppage, slowdown, or any other restriction of work
39 against the District, and will discourage any such activity. Employees, while acting in the course of their
40 employment, shall not honor any picket line against the District when called upon to cross such picket
41 line in the course of their employment. The District will endeavor to provide safe conduct through said
42 picket lines. Disciplinary action, including discharge, may be taken by the District against any
43 employee(s) violating this Article. The District shall not lock out members of the bargaining unit.

1 **Section 3.6.**

2 Any employee shall have the right, upon reasonable request, to inspect the contents of his/her personnel
3 file. Inspection shall be in the presence of a District representative. File materials may be reproduced for
4 the employee upon request. Reproduction shall be at the employee's expense. A Union representative
5 may, at the employee's request, be present during the review of said employee's file.
6

7 **Section 3.6.1.**

8 No materials derogatory of the employee's conduct, service, character, or personality shall be placed
9 in the personnel file unless the employee has had the opportunity to read and respond to them. The
10 employee shall acknowledge having read such material by affixing his or her signature to the copy to
11 be filed. The employee shall have the right to write their own version of the incident or occurrence
12 and have that statement permanently attached to the original document.
13

14 After three (3) years from the date of notice of a written reprimand, an employee may request in
15 writing that the written reprimand pertaining to their conduct or work performance that is not
16 remedial in nature can be removed from the personnel file, provided the employee has no related
17 disciplinary actions in their file during said three (3) year period. Discipline related to drug and/or
18 alcohol violations may not be removed. In accordance with RCW 28A.400.301, no information
19 related to substantiated verbal, physical, or sexual misconduct may be removed from any employee
20 file; however, information related to alleged verbal or physical abuse or sexual misconduct that has
21 not been substantiated may be expunged.
22

23 **Section 3.7.**

24 No employee shall be required to transport students in their own private vehicles. Any employee who
25 chooses to do so with written authorization of an administrator shall be fully covered by District
26 insurance. No District employee may transport any student in a personal vehicle during their work shift
27 that is not their lawful dependent unless accompanied by another District employee.
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31 **ARTICLE IV**

32 **RIGHTS OF THE UNION**
33
34

35 **Section 4.1.**

36 The Union has the right and responsibility to represent the interest of all employees in the unit; to
37 consult or to be consulted with respect to the formulation, development, and implementation of
38 industrial relations matters and practices which are within the authority of the District; and to enter
39 collective negotiations with the object of reaching an agreement applicable to all employees within the
40 bargaining unit.
41

42 **Section 4.2.**

43 The Union is entitled to be notified and to have an observer at hearings conducted by any District
44 official or body arising out of grievance and to make known the Union's views concerning the case.
45
46

1 **Section 4.3.**

2 The Union will have a pool of ten (10) days without pay for the President of the Union and designated
3 representatives to attend regional or State meetings with prior approval of at least two (2) business days.
4 The District may deny the use of Union leave under this section should a substantive and unusual impact
5 to District operations be foreseen. Prior to any denial, the parties will meet to discuss the requested leave
6 and other options for mitigating the impact on the District. Unpaid leave taken under this section will not
7 adversely impact seniority.
8

9 **Section 4.4.**

10 On or before new employee orientation in August each year, the District will provide the Union with the
11 following information, if held by the District, regarding each employee in a union eligible position:
12 name, employee number, address, position, hire date, termination date (if applicable), work site,
13 personal phone number, work and personal emails, hours, and hourly rate of pay. This information will
14 be supplemented and revised monthly as changes occur and provided to the Union.
15

16 Monthly employee reports as described above and Board approved Personnel Action Reports will be
17 emailed to the Union President, and current Field Representative.
18

19 **Section 4.5.**

20 Visitation rights shall be granted to the designated representative of the Public School Employees of
21 Washington to visit the employees in the appropriate bargaining unit for the purpose of grievance
22 procedures and/or general information data. The visiting delegate shall notify the School District unit
23 Supervisor of arrival and for what purpose the visitation is requested. Such visits shall not interfere with
24 or interrupt the normal work flow.
25

26 **Section 4.6. Union Communications.**

27 The District shall provide a bulletin board space in each school for the use of the Union. The bulletins
28 posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by
29 the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. The
30 Union will have the right to use the District physical and electronic mail services and employee
31 mailboxes provided said use does not violate any federal law, state statute, and/or District policy and
32 does not require added costs for the District. Such materials shall not contain solicitation of goods or
33 services for profit; or anything political or reflect adversely upon the District, any of its employees, or
34 any labor organization amongst its employees. There shall be no other distribution or posting by
35 employees or the Union of pamphlets, advertising, political matters, notices of any kind, or literature on
36 District property, other than herein provided. The responsibility for the prompt removal of notices from
37 the bulletin boards after they have served their purpose shall rest with the individual who posted such
38 notices.
39

40 **Section 4.7.**

41 The Union may use District facilities for meetings subject to prior approval from the Operations
42 Department.
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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

Section 5.1.

Matters appropriate for consultation and negotiation shall be salaries, hours, working conditions and grievance procedures.

Section 5.2.

Prior to any reduction in the bargaining unit work force, the District shall consult with the Union as to the necessity for and the manner of any reduction in force.

Section 5.3.

With the exception of emergencies, when the need for any future subcontracting of current bargaining unit work occurs, the District and Union agree to meet and discuss the needs and any potential impacts that may occur as a result.

ARTICLE VI

UNION-REPRESENTATION

Section 6.1.

The Union will designate a Conference Committee of three (3) members who will meet with the Superintendent or the Superintendent's designee on a mutually agreeable regular basis to discuss matters of concern to either party. Such discussions will not constitute negotiations nor be subject to the Grievance Procedures.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

Each employee shall be assigned to a definite and regular shift, with designated times of beginning and ending, and workweek, which shall not be changed without prior written notice to the employee of ten (10) calendar days, unless mutually agreed upon to begin the change sooner. This section shall not be construed to apply to minor daily changes in transportation.

Section 7.1.1.

The District workweek shall commence 12:01 a.m. Sunday through 12:00 p.m. Saturday. During summer break, winter break, and spring break and for schools with a four-day schedule, the District may assign employees to a four (4) day, ten (10) hour day workweek. During such four (4) day by ten (10) hour work schedule, overtime will be based on a forty (40) hour workweek.

1
2 **Section 7.1.2.**

3 Employees with supervisory approval may shift hours of work to attend staff meetings and in-service
4 programs. Job shift hours shall be reflected in written records maintained by the supervisor and
5 initiated by the employee.
6

7 **Section 7.2.**

8 Employees shall be entitled one (1) fifteen (15) minute rest period for each three and one-half (3-1/2)
9 hours of uninterrupted work. Employees working six (6) hours or more per day shall be entitled to a
10 thirty (30) minute uninterrupted lunch period as near the middle of an employee's regular assignment as
11 is practicable. The minimum assignment for all employees shall be one (1) hour.
12

13 **Section 7.2.1.**

14 Employees in the Transportation classification shall be entitled to the benefits of Section 7.2. to the
15 same degree as any other employee with the understanding that drivers shall not take breaks during
16 scheduled driving time.
17

18 **Section 7.3.**

19 Employees required to work through their regular lunch periods will be given time to eat at a time
20 agreed upon by the employee and the supervisor. In the event the District requires an employee to forego
21 a lunch period and the employee works the entire shift, including the lunch period, the employee shall be
22 compensated for the foregone lunch period at appropriate rates.
23

24 **Section 7.4.**

25 Anyone working four (4) hours per day in a higher classification, or anyone working a total of ten (10)
26 hours per week in a higher classification, when that work has been assigned by the person's supervisor,
27 shall be paid the higher rate for the time involved.
28

29 **Section 7.5.**

30 In the event of an unusual school closure, the District will attempt to notify each employee to refrain
31 from coming to work through normal emergency procedures, including posting the notice to media
32 outlets and designated agency websites, and communicating to employees through email and/or phone
33 calls. Employees reporting to work shall receive a minimum of two (2) hours pay at their regular hourly
34 rate in the event of such a closure; provided that no employee shall be entitled to any such compensation
35 in the event of media broadcast or actual notification of the closure one (1) hour prior to the employee's
36 report time.
37

38 **Section 7.5.1.**

39 Employees sent home early due to inclement weather or an emergency building closure will be
40 offered the opportunity to make up lost time as mutually agreed between the employee and
41 immediate supervisor prior to the last student day of school.
42

43 **Section 7.5.2.**

44 All employees needing to fulfill time, due to school closure, will be provided adequate notification.
45
46

Section 7.6.

All bus drivers shall receive pay for bus pre-trip and post-trip time as outlined in the table below. This time allows for completion of all tasks on the pre and post checklist. To work additional time above these pre- and post-trip times, drivers must receive prior approval from the supervisor or designee whenever possible.

	Pre-Trip	Post-Trip
AM Route	Thirteen (13) minutes	Thirteen (13) minutes
PM Routes	Thirteen (13) minutes	Thirteen (13) minutes
Field Trips	Fifteen (15) minutes	Fifteen (15) minutes
Middays	Ten (10) minutes	Ten (10) minutes

Section 7.7.

The District will make every reasonable attempt to provide a maximum number of hours to drivers on a seniority basis subject to the conditions of Section 10.7. There will be no guarantee to any driver for eight (8) hour assignments. Drivers who are scheduled to drive a-route after the completion of their regular routes shall be compensated for up to thirty (30) minutes of layover time at their regular hourly rate. Employees are expected to perform driver duties, such as calling families or checking email, during paid layover time. The District will work on providing space in buildings for drivers to check email, call parents, etc.

Section 7.7.1. Driver Regular Assignment.

A bus driver's regular assignment is defined as assigned time, including layover time, for assigned routes, shuttles, and transfers.

Section 7.7.2. Driver Extra Work.

Extra work is defined as work that is not part of a driver's regular assignment. Such extra work will be scheduled for a minimum of one (1) hour of paid time.

Section 7.7.3.

Assignments that come open as a result of drivers vacating the assignment, the creation of new additional routes, shuttles, transfers or the implementation of Section 7.7.4., shall be posted for bid for five (5) calendar days and shall be awarded the next business day. Any subsequent route, transfer or shuttle openings that result from the filling of the original route posting shall be posted for bid for three (3) calendar days and shall be awarded the next business day.

Section 7.7.4.

When any route is increased in time by forty-five (45) minutes or more per day, incrementally or not, it shall be considered a new route and put up for bid. When any route is eliminated or reduced in time by forty-five (45) minutes or more per day, incrementally or not, the driver shall have the option of bumping a less senior driver with more time. Each driver displaced by the addition or subtraction of time described above, shall be permitted one additional bid or bump per occurrence. This is in addition to the bids and bumps described in Section 7.7.5.

Section 7.7.5.

After the initial assignment each driver shall be permitted up to three (3) bids and one (1) bump during any school year.

1 **Section 7.7.6. Displaced Students.**

2 When transporting displaced students, the Transportation Supervisor will temporarily assign such
3 students to the most senior driver that fits the route assignment without placing the driver into
4 overtime status. Due to the initial uncertainty of the attendance of displaced students, the additional
5 time shall not trigger Section 7.7.4. The Union will be notified when displaced students are added to
6 routes. After twenty (20) consecutive school days, a displaced student shall be attached to a driver's
7 route for additional time and benefits, provided they can be removed from the driver's route when
8 the student moves or changes routing assignment. The additional time will be determined from the
9 average actual driving time over the twenty (20) days. Verification, if needed, will be from the
10 Video and Data Management System.

11
12 This section does not preclude the District from transporting displaced student by other means to
13 ensure efficient use of District resources.

14
15 **Section 7.8.**

16 During the last full week prior to the first day of school, drivers will choose their driving assignment by
17 seniority, which may include routes, shuttles and transfers and/or special needs routes. Drivers will be
18 provided at least twenty-four (24) hours between posting and selection of routes for appropriate
19 consideration. The District will make reasonable effort to ensure that route information is complete prior
20 to posting.

21
22 **Section 7.8.1.**

23 Extra work shall be assigned on a seniority basis of those signing up for the work. The exceptions to
24 this are:

- 25
26 A. Any extra work that would give a driver in excess of forty (40) hours in one week shall be
27 awarded to the next senior driver who signed for the work and would not exceed forty (40)
28 hours.
- 29
30 B. Any driver who could gain one (1) hour or more of time by taking the extra work shall be
31 permitted to vacate their regular route one (1) time per calendar week to select the extra work
32 unless they exceed forty (40) hours. Section 7.8.1.B may be waived by the Transportation
33 Supervisor on the basis of driver availability.
- 34
35 C. A driver who takes unpaid leave shall be ineligible to bid on extra work for ten (10) calendar
36 days, unless the work is a yellow posting. A driver who cancels awarded extra work, except in
37 case of emergency, shall be ineligible for extra work for the next ten (10) calendar days. In the
38 event of any of the foregoing occurs, the trip shall be awarded to the next eligible senior
39 employee.
- 40
41 D. Except in emergencies, Drivers whose trips are cancelled with less than two (2) hours notice
42 from the Transportation Supervisor or his/her designee shall be offered extra work equivalent to
43 the cancelled trip time or two (2) hours, whichever is less. If a driver pre-empted their regular
44 shift in order to take the trip, extra work equivalent to the regular shift, or the anticipated time of
45 the cancelled trip, whichever is less, will be offered at the start time of the cancelled trip. If the
46 driver is able to drive their regular assignment, the trip cancellation provisions are not applicable.

E. Drivers shall be required to have completed a District provided inclement weather training course prior to being awarded any out of district trip from November 1 to April 1.

Section 7.8.2.

When more than one (1) extra trip is leaving on the same day, the senior eligible driver shall have the choice of a trip.

Section 7.8.3.

Any AM/PM, Mid-day, or Activity route that is temporarily vacated with advance notice by its regular driver for more than two (2) weeks due to sick leave or a leave of absence shall be first offered on a seniority basis to any regular driver. The route of the regular driver who elects to fill the temporarily vacated route may be filled by a substitute driver without being first offered to a regular driver, during which time the route will be posted for one (1) full business day, and be awarded the next business day.

Section 7.8.3.1.

No driver may preempt any regular route except as provided for in Section 7.8.3.

See 22-23 MoA for updated language

Section 7.9.

~~All bus drivers who hold a newly acquired, first time CDL and who have driven less than fifty (50) hours shall be restricted to driving within the District.~~

Section 7.10.

Any activity or Mid-day route that is vacated with twelve (12) hours of notice shall be offered to senior employees who have indicated their availability and who can drive them without vacating any regular assignment.

Section 7.11.

Drivers on an overnight trip shall be compensated as follows:

A. Trip over one night: all assigned driving time.

B. Layover day on a trip over two or more consecutive nights: eight (8) hours of pay at their regular rate of pay, or driving time, whichever is greater for the layover day(s).

Section 7.12.

All newly hired bus drivers must have a State of Washington Bus Driver's License with passenger endorsement before transporting children.

Section 7.13.

When requested by the Supervisor, drivers will be paid at their hourly rate to establish or update their route sheets. Drivers will be paid for actual time required to establish or update said required route sheets.

Section 7.14. Accident Review Board

Both the Union and the District agree that safe and responsible operation of District vehicles is mandatory.

1 **Section 7.14.1.**

2 The Accident Review Board will consist of the Transportation Manager, one (1) mechanic, one (1)
3 maintenance person, and two (2) bus drivers. The Transportation Director will appoint the mechanic
4 and the Operations Director will appoint the maintenance person. The bus driver positions will be
5 posted on bid day, followed by the drivers voting on the candidates at in-service. Committee
6 members will serve for at least one (1) year. The Transportation Manger will act as chairperson.

7
8 See 22-23 MoA for updated language

9 **Section 7.14.2.**

10 ~~Employees involved in any reportable accident (\$500.00 property damage and/or injury), and/or~~
11 ~~cited for any traffic violation while operating a District-owned vehicle may immediately be~~
12 ~~suspended, without pay, at the discretion of the Transportation Director, from all driving pending a~~
13 ~~review by the Accident Review Board.~~

14 See 22-23 MoA for updated language

15 **Section 7.14.3.**

16 ~~The Accident Review Board will meet within forty-eight (48) hours or two (2) working days of a~~
17 ~~reportable accident as described above, review all the facts of the incident, the employee's past~~
18 ~~driving record, interview the employee and any witnesses, and submit its recommendation to the~~
19 ~~Transportation Director. The chairperson will not vote except as a tie-breaker.~~

20 **Section 7.14.4.**

21 The recommendation of the Accident Review Board shall include a finding that the accident was
22 either preventable or non-preventable. Such a recommendation must be made within one (1) working
23 day of the Board's meeting. The Transportation Director shall give their decision within five (5)
24 working days of the Board's recommendation. If the recommendation is not followed by the
25 Transportation Director, a written justification shall be presented to members of the Accident
26 Review Board and the employee.

27 **Section 7.14.5.**

28 If the employee is found not responsible, all lost pay shall be remitted.

29 **Section 7.14.6.**

30 The decision of the review board is subject to the grievance procedure.

31 **Section 7.14.7.**

32 All Accident Review Board decisions shall be added to the personnel file of the employee involved
33 in the case reviewed. Also, and a copy shall be kept in the Accident Review Board file.

34 **Section 7.14.8.**

35 Members of the Accident Review Board will not discuss investigations and decisions outside of the
36 Accident Review Board meetings.

37 **Section 7.15. Video and Data Management System.**

38 Video and Data Management Systems will be utilized by the District to assist with emergency response
39 management, operational data, and as a driver training/teaching tool. The data will not be used for
40 payroll purposes and/or performance evaluations except as a part of an investigation into allegation of
41 safety infractions. Bus videos will not be reviewed randomly by supervisors or used to monitor

employee performance except in response to a repeated safety infractions or specific concern regarding the employee who violates District policy or procedures, or with prior approval of the employee. The Chapter President will be notified by the District whenever tapes are viewed specific to District policy violations. The Accident Review Board will have access to the data.

Section 7.15.1.

Drivers will be notified whenever the data and video is being reviewed. Drivers shall have the opportunity to view their own videos and data. Information obtained from verification data may not be used for disciplinary purposes after a period of one (1) calendar year unless it pertains to criminal misconduct.

Section 7.16. Drug Testing.

Those holding a Commercial Driver's License as required under the Federal Motor Carrier Safety Administration (FMCSA) rules on controlled substance use and testing shall be provided under the laws as follows:

Section 7.16.1.

An employee's refusal to submit to testing shall be just cause for termination.

Section 7.16.2. Random, Post-Accident and Reasonable Suspicion Testing.

A positive test for any of the prohibited drugs will be just cause for immediate termination. An alcohol test showing a blood alcohol level of .04 or higher will be just cause for immediate termination. An alcohol test result of .02 but lower than .04 will be just cause for:

- A. Removal without pay from the position for at least twenty-four (24) hours.
- B. Appropriate corrective action and discretionary discipline.
- C. Termination in the event of a repeat test result between .02 and .04.

Section 7.16.3. Cost of Testing.

The District shall pay laboratory costs for the initial drug and/or alcohol test under the random, post-accident and reasonable suspicion provision of the FMCSA rules. Employees requesting confirmation tests or initial positive test shall be at District expense in the event the confirmation test following a positive result shows the initial test to be false. If the requested confirmation test confirms the initial positive result, the employee shall pay all costs related to the confirmation test. The District shall reimburse any lost wages resulting from a false positive test result.

Section 7.16.4.

Employees shall be paid at their regular rate of pay for any time drug testing, excluding pre-employment testing, return to work testing and testing which occurs while an employee is on suspension. The employer shall pay for the follow-up testing, if any, after a return to work.

Section 7.17. Overtime.

Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid regular employees for any time worked beyond the regular forty (40) hour workweek or regular eight (8) hour day as assigned by the employee's supervisor, except bus drivers and athletic complex-employees, who will be regulated on forty (40) hours per week only. "Time worked" includes compensated time except personal leave.

1 **Section 7.17.1.**

2 Any employee who is called back by the supervisor to report for work for any reason will receive at
3 least two (2) hours pay at the regular rate.

4
5 **Section 7.17.2.**

6 All trips other than regular daily scheduled bus routes shall be compensated at the employee's
7 regular hourly rate for the duration of the trip; provided, however, that bus drivers shall be subject to
8 the provisions relative to overtime hereinafter provided. No driver shall exceed forty-hours (40) per
9 week for regular routes.

10
11 **Section 7.18.**

12 Each year the District will make available to the Union the following year's initial work calendars for
13 Paraeducators. Upon Union request, the parties will meet to discuss hours of assigned work specified in
14 said calendars.

15
16 **Section 7.19. Extra Hours.**

17 Extra hours are defined as work covering individual events scheduled outside regular work hours at a
18 building or site within the District. They are not additional hours assigned to increase an employee's
19 permanent shift or assignment. When extra hours become available during the school year, they shall
20 first be offered on a seniority basis to employees assigned to that building or work site, then to other
21 employees in that job classification district-wide. When extra hours become available during holidays or
22 breaks (i.e. Winter, Mid-Winter, Spring, Summer), they shall be offered district-wide on seniority basis
23 to all employees in that job classification. This section does not apply to Transportation.

24
25 **Section 7.19.1.**

26 Additional hours are hours permanently added to an employee's assignment.

27
28 **Section 7.19.2. Method For Assigning Extra Hours.**

29 In September, each employee category shall be placed on a list for extra hours during holidays or
30 breaks as defined above. If an employee desires to decline being on the list, they will inform their
31 supervisor. In consideration of unforeseen circumstances, the list will be updated in the first week of
32 February and when there is a new hire.

33
34 **Section 7.19.3.**

35 No custodian can exceed forty (40) hours a week as a result of being assigned extra hours unless it is
36 during a time of year when all custodians are working full time.

37
38 **Section 7.20. Additional Hours and Training for Special Education Paraeducators – Pool.**

39 The District will provide a pool of additional hours of work for Special Education Paraeducators. The
40 additional hours will be granted at the discretion of the Executive Director of Student Services based on
41 the needs of the Special Education program and in accordance with District procedures.

42
43 The hours are intended for the following uses:

- 44 a. Annual training for all Special Education paraeducators to be held in August prior to the start of
45 the school year.

- b. Additional time prior to the start of the school year for the Special Education paraeducators to meet with the special education teachers in order to plan for the upcoming school year
- c. Additional time during the school year to meet with the Special Education teacher for teaming, updates on students, preparing for students, or other needs identified by the special education teacher
- d. Specific training around procedures, instruction, behavior, or other instructional strategies that are required by the position held by the paraeducator.

Special Education Paraeducators will be paid at their regular hourly rate for these hours. Under no circumstances will these hours be awarded if it puts the employee into overtime status.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All regular employees shall be given the following holidays for which they are eligible under the conditions of this Article:

- | | |
|----------------------------------|------------------------------------|
| 1. Fourth of July | 7. Christmas Day |
| 2. Labor Day | 8. New Year's Day |
| 3. Veterans' and Admissions Day | 9. Presidents' Day |
| 4. Thanksgiving Day | 10. One day during Spring Vacation |
| 5. Friday following Thanksgiving | 11. Memorial Day |
| 6. Christmas Eve | 12. Martin Luther King Day |

In addition to the above, any other day proclaimed a holiday for public schools by legal authority shall be added automatically. For an employee to be paid for a holiday, the employee must have been on duty the previous working day and the succeeding working day or on authorized sick leave, bereavement, or vacation. "Summer vacation" for less than twelve (12) month employees is not a qualifying vacation or leave.

Whenever a paid holiday falls on Saturday, the preceding Friday shall be recognized as the holiday, and whenever the paid holiday falls on Sunday, the following Monday shall be so observed, unless otherwise prescribed by law or general trend.

Section 8.1.1. Worked Holidays.

Any employee working at the request of the Employer on one of the above listed holidays shall be paid one and one-half (1-1/2) of normal hourly rate of pay, plus the holiday pay.

1 **Section 8.1.2. Holidays During Vacation.**

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

4
5 **Section 8.2. Vacations.**

6 All regular employees working twelve (12) months shall earn vacation time at the rate of one (1) day per
7 month. Vacation pay shall be based on scheduled work hours, prorated where necessary because of
8 schedule changes.

9
10 All regular employees who work less than twelve (12) months a year shall be granted seven (7) days of
11 vacation pay a year at the employee's regular rate of pay and regular assigned hours-per-day of
12 employment. Pay shall be included in the employee's June pay.

13
14 The vacation credit to which an employee shall be entitled shall be computed in accordance with the
15 following rules:

16
17 **Section 8.2.1.**

18 After four (4) complete years of service beginning with the fifth year of service and beyond, all
19 twelve (12) month employees shall earn vacation time at the rate of 15/12 a day per month. After
20 fifteen (15) complete years of service beginning with the sixteenth (16th) year of service, all twelve
21 (12) month employees shall earn one (1) additional day of vacation each year to a maximum of
22 twenty (20) days.

23
24 **Section 8.2.2.**

25 Vacation pay shall be used on scheduled work hours, prorated where necessary because of schedule
26 changes. Unused vacation time may accrue up to a maximum of thirty (30) days.

27
28 **Section 8.2.3.**

29 Vacation schedule shall be at the Employer's discretion, and seniority shall be used to resolve
30 conflicting vacation requests. A vacation schedule shall be posted for sign ups by April 1. No
31 vacation shall be scheduled two (2) weeks prior to school opening except by prior approval from the
32 immediate supervisor. One (1) month prior approval for all vacations is required. This may be
33 waived by the supervisor in unusual circumstances.

34
35
36
37 **ARTICLE IX**

38
39 **LEAVES**

40
41 **Section 9.1. Sick Leave.**

42 Sick leave will be granted to all regular employees to allow the employee to care for themselves or for a
43 family member due to mental or physical illness, injury or health condition; to accommodate the need
44 for diagnosis, care or treatment of said conditions; for the employee's need for preventative medical
45 care; to care for a family member who needs preventative medical care; when the employee's place of
46 business is closed by order of a public official for any health-related reason; when an employee's child's

1 school or place of care has been closed for such a reason; or for leave under the domestic violence act
2 (RCW 49.67)

3
4 **Section 9.1.1.**

5 Twelve (12) month employees shall be credited on September 1 of each school year with the entire
6 amount of sick leave they are expected to accrue by August 31 of that school year, at the rate of one
7 (1) day per month employed, for a total of twelve (12) days. Mid-year new hires or employees
8 returning from a leave of absence shall be credited for sick leave in the same manner, accruing from
9 their start date or return.

10 See 22-23 MoA for updated language

11 ~~Less than twelve (12) month employees will accrue sick leave at the rate of 10/12 a day per month.~~

12
13 All employees returning from a leave of absence or mid-year new hires shall receive sick leave
14 based on their pro-rated assignment.

15
16 **Section 9.1.2.**

17 An employee who leaves the employment of the District during the course of the year and has used
18 more than their accumulated and prorated sick leave earned through the date of termination shall be
19 required to reimburse the District for the unearned sick leave that was used.

20
21 **Section 9.1.3.**

22 Unused sick leave allowance in any year shall be cumulative to the maximum allowed according to
23 law.

24
25 **Section 9.1.4.**

26 A deduction of one (1) day of sick leave credit shall be made for each day absence is due to personal
27 illness.

28
29 **Section 9.1.5.**

30 A deduction of one (1) day's salary shall be made for each day's absence due to illness beyond sick
31 leave credit.

32
33 **Section 9.1.6.**

34 For absences of five (5) consecutive days or more, or absences that show a pattern, the District may
35 require verification that an employee's use of paid sick leave is for an authorized purpose. If the
36 District requires verification, verification must be provided to the District within a reasonable time
37 period during or after the leave. The District's requirements for verification may not exceed privacy
38 or verification requirements otherwise established by law.

39
40 **Section 9.1.7.**

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

44
45 **Section 9.1.8.**

46 Sick leave cash out shall be in compliance with the applicable law at time of application.

1 **Section 9.2. Emergency Leave.**

2 Up to three (3) days of emergency leave may be granted at the discretion of the Superintendent or
3 designee for events of an unforeseen nature, beyond the control of the employee, and where reasonable
4 pre-planning could not have avoided the absence. Such leave shall be deducted from sick leave and is
5 non-accumulative. Emergency leave shall not be used for recreational absence.
6

7 **Section 9.3. Worker's Compensation.**

8 Any employee who is eligible for Worker's Compensation for time off because of an on-the-job injury
9 shall be paid sick leave to the extent entitled the employee in the amount of the difference between the
10 employee's regular pay and that paid by State Industrial after the first three (3) days off the job. Full
11 amount of sick leave shall be paid the first three (3) days. Should an employee be later paid for Workers'
12 Compensation for the first three (3) days of absence, payment shall be credited to the Public Employer
13 from money due the employee in the next payroll period.
14

15 The pro rata part of sick leave is determined by the ratio of regular sick leave and Workers'
16 Compensation shall be charged to the employee as time off of the job. Only sick leave allowed to be
17 taken will be what the employee has accumulated. Beginning September 1, 2021, time away from work
18 pursuant to this section shall not negatively impact an employee's seniority.
19

20 **Section 9.4. Bereavement Leave.**

21 Employees may be granted a leave of absence with pay of not more than five (5) days per occasion
22 when the absence is occasioned by the death of a father, mother, parent substitute, brother, sister,
23 brother-in-law, sister-in-law, spouse, parent of spouse, grandparent, children, grandchildren, or
24 dependent relative residing in the household of the employee of the District. Additional days may be
25 granted by the Superintendent or designee under unusual conditions. Such leave shall be left at the
26 discretion of the employee, to be taken without pay, or deducted from sick leave.
27

28 **Section 9.5. Personal Leave.**

29 All classified personnel may be granted three (3) days of leave with pay each work year for personal
30 leave, to be accumulated up to five (5) days, for personal reasons that cannot be performed at any other
31 time. Personal leave will be prorated for employees hired after the commencement of the work year.
32 Arrangements for personal leave should be made through the building principal or supervisor to the
33 Superintendent of Schools, in writing, at least twenty-four (24) hours in advance whenever feasible. The
34 Superintendent's decision shall be final.
35

36 **Section 9.5.1.**

37 Personal leave is not available the first five (5) student days and the last five (5) student days of the
38 school year. Exceptions to this rule may be appealed to the Superintendent or designee.
39

40 **Section 9.5.2.**

41 The day before or after a holiday, vacation period or non-work day will be restricted use days for
42 Personal Leave. Five percent (5%) each of the Transportation, Operations, Custodial and Food
43 Services general job classifications may take personal leave on a restricted day. One (1)
44 Paraeducator or Technical/Health Services employee per elementary and middle school building and
45 two (2) Paraeducators or Technical/Health Services employees at Mount Si High School may take
46 personal leave on a restricted day.

1
2 **Section 9.5.3.**

3 No more than three (3) days of personal leave may be used consecutively, unless approved by the
4 Superintendent or designee at least one month in advance.
5

6 **Section 9.5.4.**

7 Personal Leave may not be carried over into the following year if an employee took any unpaid
8 leave during the current school year.
9

10 **Section 9.5.5.**

11 Unused personal leave will be cashed-out and paid to the employee at the substitute rate of pay for
12 their assignment; provided that, this cash-out provision:
13

- 14 a. Will not be available to an employee who has taken leave without pay during the current
15 school year.
16 b. ~~Will be paid to those employees having not less than two (2) hours of unused personal leave~~
17 ~~as of the last day of school.~~

18 See 22-23 MoA for updated language

19 The personal leave allocation will be based on the employee's assigned hours (FTE) as of the first
20 scheduled work day in October, and cash-out paid in the August payroll.
21

22 **Section 9.6.**

23 Disability immediately related to child bearing shall be treated as sick leave under Section 9.1.
24

25 **Section 9.7. Judicial Leave.**

26
27 **Section 9.7.1.**

28 The District will grant full pay when an employee has been subpoenaed to appear in court as a
29 witness for the District.
30

31 **Section 9.7.2.**

32 An employee summoned to appear in court for charges brought against the employee may be granted
33 leave subject to other leave provisions of this Agreement.
34

35 **Section 9.7.3.**

36 An employee required to serve on a jury will be paid at their normal rate of pay.
37

38 **Section 9.7.3.1.**

39 An employee called for duty who is temporarily excused from attendance at court will, unless
40 excused by the employee's supervisor without pay, report to work if sufficient time remains after
41 such excuse to permit the employee to report to the employee's place of work and work at least
42 one-half (1/2) of the employee's normal work day.
43

44 **Section 9.7.3.2.**

45 In order to be eligible for normal pay, the employee must furnish a written statement from the
46 appropriate public official showing the date and time served.

1 **Section 9.8. Leave of Absence.**

2 For compelling reasons, such as health or family problems, and upon recommendation of the immediate
3 supervisor through administrative channels to the Superintendent, and upon final approval by the Board
4 of Directors, an employee may be granted an extended unpaid leave of absence for a period not to
5 exceed one (1) year.

6
7 **Section 9.8.1.**

8 The employee will retain accrued sick leave, vacation, and seniority rights while on approved leave
9 of absence. Vacation leave, sick leave, seniority rights and other benefits shall not accrue while the
10 employee is on approved leave of absence. The employee will receive no credit for salary
11 advancement while on leave of absence. However, if such leave was for the purpose of service in the
12 United States Military, the salary placement shall be in accordance with the provisions of the
13 Veteran Reemployment Act.

14
15 **Section 9.8.2.**

16 Return to work by an employee prior to the end of a scheduled leave will be at the determination of
17 the Employer. Job Assignment of an employee returning from leave shall be at the discretion of the
18 Employer, although every effort will be made to assign the employee's former job.

19
20 **Section 9.9. Extended Disability Leave.**

21 Any employee who has completed the probationary period may apply for an extended disability leave in
22 cases of protracted illness or injury as certified by the attending physician. Such leave may be granted
23 for the period of illness or injury up to one (1) year. Application must be made in a timely fashion to the
24 Superintendent, whose decision shall be final. An employee granted such leave shall give no less than
25 thirty (30) days notice in writing of intent to return to work. Sections 9.8.1. and 9.8.2. shall apply to
26 extended disability leaves.

27
28 **Section 9.10. Family Medical Leave Act.**

29 Employees are eligible for benefits of the Family Medical Leave Act as administered by the District.
30 Employees utilizing FMLA shall not have their seniority negatively impacted.

31
32 **Section 9.11. Paid Family and Medical Leave (PFML)**

33 The District shall comply with the statutes and regulations of the Washington Paid Family and Medical
34 Leave Act. The District shall provide supplemental benefits, allowing employees the option of
35 supplementing up to their regular daily pay utilizing any of their accrued leaves. Employees utilizing
36 PFML shall not have their seniority negatively impacted.

37
38 **Section 9.12. Faith or Conscience Leave.**

39 Each employee is entitled to two (2) unpaid days per calendar year for a reason of faith or conscience or
40 an organized activity under the auspices of a religious denomination, church, or religious organization.
41 The two (2) unpaid work days allowed by law and this Section must be taken during the employee's
42 contract year if at all; they do not carry forward from one year to the next. The employee may select the
43 days on which the employee desires to take the two (2) unpaid work days after consultation with his or
44 her supervisor. If an employee prefers to take the two (2) unpaid work days on specific days for a reason
45 of faith or conscience or an organized activity under the auspices of a religious denomination, church, or
46 religious organization, the employer must allow the employee to do so unless the employee's absence

would impose an undue hardship on the employer or the employee is necessary to maintain public safety. "Undue hardship" means an action requiring significant difficulty or expense to the employer, and shall be interpreted consistent with WAC 82-56-020.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous employment (hereinafter "start date") unless such seniority shall be lost as hereinafter provided. In the event two (2) or more employees have the same start date, seniority order for these employees will be determined by digital random selection administered by the District and observed by a Union representative.

The District will provide the Union with a seniority list no later than December 15 of each year. The seniority list approved by the Union shall be appended to this Agreement no later than January 15.

Section 10.1.1.

Because seniority drives the Bid Day process and having an accurate seniority list is essential to a fair Bid Day, the District will provide the Union an updated transportation seniority list by the first work day in August of each year. The District and Union will agree on the final transportation seniority list by one week from the date of the draft list. This seniority list will be updated to reflect the names and seniority rankings of all current transportation employees, as well as corrections in the seniority dates of employees with unpaid leave. Employees with more than five (5) days of unpaid leave within the school year will have their seniority date updated to subtract the number of days of unpaid leave from their seniority date to provide an (a) new seniority date, with the possibility of the new date impacting their seniority ranking. A day of unpaid leave will be calculated by taking the total number of hours of unpaid leave within the school year and dividing it by the employee's October 1 average number of hours per week.

Section 10.2.

Each new hire to the District shall remain in a probationary status for a period of not more than ninety (90) of the employee's work days following the start date. As near the 30th and 60th day of probationary status as possible, probationary employees shall be provided an assessment of their performance with any necessary recommendations for improvement needed to allow completion of the probation. In any case, during this probationary period the District may discharge such employee at its discretion.

Section 10.3.

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

Section 10.4.

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

- 1 A. Resignation;
- 2 B. Discharge for justifiable cause;
- 3 C. Retirement; or
- 4 D. Change in job classification within the bargaining unit, as hereinafter provided.

5 6 **Section 10.5.**

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

- 8 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 9 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
- 10 States;
- 11 C. Time spent on other authorized leaves; or
- 12 D. Time spent in layoff status as hereinafter provided.

13 14 **Section 10.6.**

15 Seniority rights shall be effective within the general job classification. As used in this Agreement,

16 general job classifications are those set forth in Section 1.4.

17 18 **Section 10.7. Shift Selection, Vacation Periods, Transfers, Reassignment.**

19 Reassignment to new or open jobs or positions, promotions, additional hours at the work sites, and

20 layoffs will be based on (1) seniority, (2) ability, and (3) performance; provided that seniority shall

21 control when ability and performance are substantially equal. If the District determines that seniority

22 rights should not govern because a junior employee possesses ability, performance and desire

23 substantially greater than a senior employee or employees, the District, upon request, shall set forth in

24 writing to the employee or employees its reasons why the senior employee or employees have been

25 bypassed.

26 27 **Section 10.7.1.**

28 The District will apply Section 10.7 to job applicants who are not members of the bargaining unit.

29 30 **Section 10.8.**

31 Employees who change job classifications within the bargaining unit shall retain their hire dates in the

32 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire

33 date and a new classification.

34 35 **Section 10.9.**

36 The District shall publicize within the bargaining unit for five (5) business days the availability of open

37 positions as soon as possible after the District is apprised of the opening. Vacancies resulting from

38 previous postings shall be posted for three (3) working days. A copy of the job posting shall be

39 forwarded to the President of the Union.

40 41 **Section 10.9.1.**

42 For Food Services and Instructional Services positions, up to two (2) hours per day may be added to

43 an employee's assignment, provided that it is offered in seniority order to employees in the general

44 job classification at that job site who are available during the required hours. The additional hours

45 will not result in overtime. Should no employee accept the offered hours, the hours will be posted

46 per Section 10.9.

1
2 **Section 10.10.**

3 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
4 District according to layoff ranking. Such persons on layoff shall be offered reemployment for any open
5 or vacant position for which the person has seniority and is qualified and for which no senior employee
6 has applied. Names shall remain on the reemployment list for two (2) years.

7
8 **Section 10.10.1.**

9 Should the District decide to layoff or reduce hours of any non-annual employee, the employee shall
10 be so notified in writing prior to the expiration of the school year, if the layoff or reduction in hours
11 is known. Otherwise, at least two (2) weeks notice shall be given.

12
13 **Section 10.10.2.**

14 Affected employees placed on the reemployment list will be called on a rotation basis to substitute in
15 any position for which they are qualified.

16
17 **Section 10.10.3. Change in Levels.**

18 Paraeducator seniority is based on total time in the District as a Paraeducator as described in Section
19 10.1. Due to the fluctuation of enrollment within Special Education, ELL, LAP, and Title Programs,
20 it is acknowledged that Paraeducators may be required to move from one level to another by their
21 supervisor at various times throughout the year. Provided, that before moving to a lesser paid level,
22 the employee being displaced may opt to “bump” the entire assignment of a less senior employee at
23 their current level who has equal or less hours. Subsequently, they may bump the entire assignment
24 of a less senior employee at a lower level with equal or less hours in order to maintain employment.
25 Bumps may necessitate a change in an employee’s work location.

26
27 **Section 10.11.**

28 Employees on layoff status shall file their addresses in writing with the Human Resources office of the
29 District and shall thereafter promptly advise the District in writing of any change of address.

30
31 **Section 10.12.**

32 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not
33 comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
34 reemployment within fifteen (15) days.

35
36 **Section 10.13.**

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

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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall not be done before other uninvolved employees or the public and shall remain confidential unless there is a serious concern as to the imminent safety of others.

Section 11.2.

The Employer shall endeavor, whenever possible, to give ten (10) days advance written notice of suspension or discharge and shall clearly state the reasons therefore. The Employer is not required to give advance notice in any case wherein the reason for suspension or discharge is drinking or intoxication on the job, immorality, insubordination, or dishonestly related to his employment.

Section 11.2.1.

Employees will endeavor, whenever possible, to give ten (10) days written notice of intent to resign or retire.

Section 11.2.2.

Any employee proven to have abused sick leave privileges will be subject to immediate suspension or discharge.

Section 11.2.3.

Employees who are required to drive a vehicle as part of their job shall be terminated when their record jeopardizes safety as determined by the Accident Review Board.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. SEBB.

Employees who work or are anticipated to work six hundred thirty (630) hours or more in a work year shall be eligible for insurance under the School Employee Benefits Board (SEBB). SEBB shall establish all parameters of the benefit offerings, including plan designs, carriers, and employer/employee rates.

ARTICLE XIII

UNION MEMBERSHIP AND CHECKOFF

Section 13.1. PSE Regular Dues Check Off.

The District will deduct PSE (union) state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The District will transmit all such funds deducted to the Treasurer of the Public School Employees of Washington. Transmission will be issued within five (5) days of the monthly pay day, and will include payments with a list of all represented employees with deduction amounts. Upon written authorization of the employees of the collective bargaining unit, the District shall deduct from the employee's monthly pay the monthly amount of dues as certified by the Secretary of the Union and shall transmit such dues to the Public School Employees (Union) on a monthly basis.

Section 13.2. Authorizations and Revocations.

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

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 (Union) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the District if the authorization is not obtained by the employee to PSE (Union). After the District receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the District shall end the deduction effective on the first payroll after receipt of the confirmation. The District shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 13.3. Hold Harmless.

The Union shall indemnify the District and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the District at the request of the Union for the purpose of complying with the Article, provided that the action taken or not taken is in accordance with such request.

Section 13.4. Committee on Political Education (COPE).

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for the Committee on Political Education and shall transmit the same to the Union on a check separate from the Union dues transmittal check. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office about the right to revoke the request. The Union will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any deduction under this Section.

1 **Section 13.5. New Employee Orientations and Notification.**

2 Per RCW 41.56.037, the District will provide the Union access to new employees for the purpose of
3 presenting information about their exclusive bargaining representative to the new employees. This
4 access will take place within ninety (90) calendar days of the employee's start date, and for no less than
5 thirty (30) minutes. Notice of new hires will be provided in accordance with Section 4.4. The
6 presentation may occur during a new employee orientation provided by the District, or at another time
7 mutually agreed to by the District and Union.
8

9 **Section 13.5.1.**

10 District officials will not be present during the Union's presentation.
11

12 **Section 13.5.2.**

13 The District will provide the Union notice of at least fourteen (14) calendar days of any scheduled
14 New Employee Orientation.
15

16 **Section 13.5.3.**

17 The District will provide the Union an initial list of expected participants of New Employee
18 Orientation at least two (2) business days prior to the event, including each participant's full name,
19 work location, position, and hours.
20
21
22

23 **ARTICLE XIV**

24 **GRIEVANCE PROCEDURE**
25
26

27 **Section 14.1.**

28 Grievances or complaints arising between the District and its employees within the bargaining unit
29 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
30 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
31

32 **Section 14.2. Grievance Steps.**
33

34 **Section 14.2.1.**

35 Step One (Informal) Employees shall first discuss the grievance with their immediate supervisor
36 and/or to the appropriate supervisor/administrator who took the action(s) or made the decision on
37 which the grievance is based. If employees so wish, they may be accompanied by an (a) Union
38 representative at such discussion. All grievances not brought to the immediate supervisor in
39 accordance with the preceding sentence within twenty working (20) days of the occurrence of the
40 grievance shall be invalid and subject to no further processing.
41

42 **Section 14.2.2.**

43 Step Two (2): If the grievance is not resolved to the employee's satisfaction in accordance with the
44 preceding subsection, the employee shall reduce to writing a statement of the grievance containing
45 the following:
46

A. The facts on which the grievance is based;

- 1 B. A reference to the provisions in this Agreement which have been allegedly violated; and
2 C. The remedy sought.
3

4 The employee shall submit the written statement of grievance to the immediate supervisor for
5 reconsideration and shall submit a copy to the official in the Administration responsible for
6 personnel. The parties will have five (5) working days from submission of a written statement of
7 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable
8 disposition is made, all parties to the grievance shall sign it.
9

10 **Section 14.2.3.**

11 Step Three (3): If no settlement has been reached within the five (5) working days referred to in the
12 preceding subsection, and the Union believes the grievance to be valid, a written statement of
13 grievance shall be submitted within fifteen (15) working days to the District Superintendent or the
14 Superintendent's designee. After such submission, the parties will have ten (10) working days from
15 submission of the written statement of grievance to resolve it by indicating on the statement of
16 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign
17 it.
18

19 **Section 14.2.4.**

20 Step Four (4): If no settlement has been reached within the ten (10) days referred to in the preceding
21 subsection, and the Union believes the grievance to be valid, a written statement of grievance shall
22 be submitted within fifteen (15) working days to the District Board of Directors. After such
23 submission, the parties will have thirty (30) working days from the submission of the written
24 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an
25 agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors
26 reserves the right to summon the employee for an oral statement of the grievance. The employee
27 reserves the right to appear before the Board of Directors to explain the grievance. At any
28 appearance before the Board of Directors, the employee may be accompanied by an (a) Union
29 representative or designee.
30

31 The meeting for settlement of the issue will be held under the chairmanship of the President of the
32 School Board of Directors or a School Board member designee. This is a hearing held in executive
33 session. The decision of the Board of Directors of the School District shall be rendered to the Union
34 within fifteen (15) days of the meeting. The decision by the Board shall include a statement of
35 reason if the grievance is denied. Nothing herein shall jeopardize the right of the aggrieved employee
36 to appeal the final Board decision to a court of competent jurisdiction.
37

38 **Section 14.2.5.**

39 Step Five (5): If no satisfactory settlement is reached at the Board of Directors level, and the Union
40 believes the grievance to be valid, the grievance may be submitted for arbitration according to the
41 expedited rules of the American Arbitration Association (AAA). Submission of the grievance for
42 arbitration shall be made within fifteen (15) workdays following receipt of the Board's decision. The
43 District and the Union shall mutually select an arbitrator from a list provided by the AAA. Each
44 party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator, if any,
45 shall be shared equally by the parties.
46

1 **Section 14.3.**

2 The Employer shall not discriminate against any individual employee or the Union for taking action
3 under this Article.
4
5
6

7 **ARTICLE XV**

8
9 **PROFESSIONAL DEVELOPMENT**

10
11 **Section 15.1. Professional Growth Fund/Professional Growth Committee.**

12 The District will allocate ten thousand dollars (\$10,000) for each year of the agreement for a
13 Professional Growth Fund. Distribution of Professional Growth Funds shall be managed by the
14 Classified Professional Growth Committee in accordance with the following provisions:
15

- 16 1. Employees may submit requests at any time during the school year to the committee for approval.
17 The committee will approve requests on a first come, first serve basis until the annual amount is
18 expended. Provided, that no employee may be granted more than two hundred dollars (\$200) until
19 after April 1 of the school year.
20
- 21 2. Requests are limited to the following items:
 - 22 a. Payment for registration or tuition for workshops or classes to improve skills related to the
23 position the employee currently holds.
 - 24 b. Payment toward the tuition of any employee enrolled in a program working toward earning
25 a two or four year college degree.
 - 26 c. Payment of seat time by an employee attending a workshop or class at the "Professional
27 Growth Rate" of fifteen dollars (\$15.00) per hour or the State minimum wage, whichever is
28 higher, provided the total compensation falls within the two hundred dollar (\$200) per
29 employee limit.
30
- 31 3. After April 1, any remaining funds will be distributed to any employee who makes a qualifying
32 request, whether or not they have previously received funds.
33
- 34 4. Any funds unspent by August 15 will be retained by the District to fund other professional
35 development courses for bargaining unit employees.
36
- 37 5. Except for First Aid classes as provided in Section 15.1.1, any other class, certification, or license
38 needed as a condition of employment is the sole responsibility of the employee to obtain and
39 maintain.
40
41

42 The Classified Professional Development Committee will consist of one (1) District administrator, one
43 (1) building administrator, and three (3) ~~PSE~~ (Union) members selected by the Union. The committee
44 will meet at least one (1) time per year and any subsequent business may be acted upon via email.
45
46

1 **Section 15.1.1.**

2 Attendance at District required classes or workshops outside the work day will be compensated at
3 the employee's regular hourly rate of pay. However, these classes and seat time will not be funded
4 from the Professional Growth Fund. If employees voluntarily attend District sponsored classes not
5 required of the employee, they may submit costs to the Professional Growth Fund in Section 15.1.

6
7 The District shall offer First Aid classes for classified employees two (2) times per year, with
8 priority registration to employees who are required to maintain a First Aid card. If the class is
9 outside the employee's day, they will receive payment for seat time at the Professional Growth Rate.
10 If an employee who is required to maintain a current First Aid card does not take advantage of one
11 of the District's classes, they must maintain their First Aid card at their own expense and on their
12 own time.

13
14 **Section 15.2. Computer Technician Certification Premium Pay.**

15 Each employee filling the position of Computer Technician shall be granted twenty-five cents (\$0.25)
16 per hour upon completion of an approved computer certification to a maximum of five (5) certifications.
17 The District will determine the certification list annually and review the list with the Union. The list will
18 be in Appendix B.

19
20 **Section 15.3. Mechanic Certification Premium Pay.**

21 Each employee filling the position of Transportation Mechanic shall be granted twenty-five cents
22 (\$0.25) per hour upon completion of an approved ASE certification to a maximum of five (5)
23 Automotive Excellence Service (ASE) certifications. The District will determine the certification list
24 annually and review the list with the Union. The list will be in Appendix B.

25
26
27
28 **ARTICLE XVI**

29
30 **SALARIES AND COMPENSATION**

31
32 **Section 16.1.**

33 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
34 worked, as approved by the supervisor. Each employee shall receive a full accounting and itemization of
35 authorized deductions, hours worked, and rates paid with each paycheck. All employees (regular, full-
36 time employees and regular, part-time employees) shall receive twelve (12) pay checks – September
37 through August. Overtime, extra time, and leave without pay shall be adjusted monthly.

38
39 **Section 16.2.**

40 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
41 Schedules A, attached hereto and by this reference incorporated herein. Placement of an employee on
42 Schedules A will be based on the number of years of District employment in a regular assignment.
43 Step movement will be granted to employees on September 1 provided that such employee's date of hire
44 in their regular assignment is on or before February 1 of the school year in which they were originally
45 hired.

1 **Section 16.3. Schedule A.**

- 2 ○ Schedules A for 2021-2022 is attached.
- 3 ○ 2022-2023: Effective September 1, 2022, each hourly wage rate on Schedule A will be increased
- 4 by three percent (3%), inclusive of IPD, or IPD, whichever is greater.
- 5 ○ 2023-2024: Effective September 1, 2023, each hourly wage rate on Schedule A will be increased
- 6 by three percent (3%), inclusive of IPD, or IPD, whichever is greater.

7

8 **Section 16.4.**

9 For purposes of calculating work assignments, extra time or time worked, time shall be rounded to the

10 next one-quarter (1/4) hour for bus drivers, provided that payment for all other employees for extra time

11 or time worked shall be paid to the nearest one-quarter (1/4) hour.

12

13 When the District implements a time clock, payment for time worked will be based on actual time

14 worked.

15

16 **Section 16.5.**

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

18 Agreement.

19

20 **Section 16.6.**

21 Any employee working in the Operations and Custodial job classifications and starting work after 12:00

22 noon shall receive an additional ten cents (\$0.10) per hour on the regular rate of pay. Employees

23 receiving the shift differential for less than a full year shall have the differential prorated over twelve

24 (12) months.

25

26 **Section 16.7.**

27 Bargaining unit substitute employees and new employees required to have a Commercial Driver's

28 License as a condition of employment shall be reimbursed for actual out-of-pocket Commercial Driver's

29 License expenses not to exceed two hundred dollars (\$200) after working one hundred (100) hours for

30 the District and an additional two hundred and twenty-five dollars (\$225) after working an additional

31 one hundred (100) hours for the District. The total hours and total reimbursement for this benefit is four

32 hundred and twenty-five dollars (\$425) for two hundred (200) hours of work for the District as a bus

33 driver.

34

35 **Section 16.8.**

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

37 be reimbursed for such travel on a per-mile basis at the District rate.

38

39 **Section 16.9.**

40 Employees required to remain overnight on District business shall be reimbursed in accordance with

41 District policy.

42

43 **Section 16.10.**

44 For purposes of increments and vacation years of service, a year of service will be granted if an

45 employee's date of hire is prior to February 1.

46

1 **Section 16.11.**

2 For Bus Mechanics, the District shall supply combination wrenches in excess of one inch and sockets in
3 excess of one-half inch diameter drive. Each mechanic providing his own hand tools shall be reimbursed
4 up to one thousand dollars (\$1,000) each year for tools. Tool reimbursement requires appropriate
5 receipts. Any residual from this account may be applied to the purchase of safety-toed protective
6 footwear.

7
8 **Section 16.11.1.**

9 Up to four hundred dollars (\$400) each year for each maintenance employee will be reimbursed for
10 purchase of tools. Reimbursement will be based on the employee's submission of receipts in
11 accordance with District procedure.

12
13 **Section 16.12.**

14 The District shall provide appropriate uniforms for Maintenance, Grounds and Mechanic employees.

15
16 **Section 16.13.**

17 For the life of this Agreement, the District shall provide a shoe allowance for each Food Service
18 employee, Custodian, Transportation Mechanic and Groundswokers of up to four hundred dollars
19 (\$400). Safety shoes for Food Service Employees and Custodians must meet standards established by
20 the District in consultation with the Union. For Transportation Mechanics and Groundswokers, shoes
21 must be safety-toed shoes meeting ANSI standards. To qualify for the reimbursement, an employee must
22 be employed no less than two hundred (200) hours in a school year. The District will annually supply
23 four (4) uniform tops and aprons for each Food Service employee and supply four (4) uniform tops for
24 Transportation Mechanic. Custodians are expected to wear clothing appropriate for their work
25 assignment.

26
27 **Section 16.14.**

28 The District shall provide appropriate foul weather gear for custodians, transportation employees, school
29 safety assistants, grounds and maintenance employees, and mechanics whose job assignments require
30 them to be outside. Rain slickers and umbrellas will be available at each elementary school for employee
31 use for playground supervision.

32
33 **Section 16.15.**

34 The District shall authorize the purchase of United States Savings Bonds through payroll deduction.

35
36 **Section 16.16.**

37 Employees shall be reimbursed for out-of-pocket costs up to one hundred fifty dollars (\$150) for D.O.T.
38 physical examinations associated with the renewal of a Commercial Driver's License. Employees shall
39 submit proof of payment to the District prior to receiving reimbursement.

40
41 **Section 16.17.**

42 Any new hire who was previously employed by a school district in the State of Washington, including
43 the Snoqualmie Valley School District, and who is hired to perform work similar to that in which the
44 new hire was previously engaged, shall be given longevity credits in the District.

1 **Section 16.18.**

2 No work tasks shall be assigned without having district provided equipment or training to accomplish it.

3
4 **Section 16.19. Longevity Pay.**

5 Each employee will receive a longevity step at the beginning of their twentieth (20th), twenty-fifth (25th)
6 and thirtieth (30th) year of service in the District at the rate of twenty five cents (\$0.25) per hour per
7 longevity step.

8
9 **Section 16.20. Substitute Pay.**

10 Substitute rate will be based on ninety five percent (95%) of Step 1.

11
12
13
14 **ARTICLE XVII**

15
16 **SAFE WORKING CONDITIONS**

17
18 **Section 17.1.**

19 Employees shall notify their supervisor in writing of anything the employee considers unsafe. The
20 supervisor's response may be appealed to the District Safety Committee.

21
22 **Section 17.2.**

23 Employees required to work with, and repair, Asbestos fibers shall be paid one and one-half (1-1/2)
24 times the employee's hourly rate of pay for all hours so assigned. Asbestos inspection shall be at the
25 employee's regular rate of pay.

26
27 **Section 17.3.**

28 Employees shall follow the District's Procedure for Clean-up of Bodily Fluids and Potentially Infectious
29 Materials. This procedure shall be reviewed annually through the Conference Committee as set forth in
30 Section 6.1.

31
32 **Section 17.4. Workplace Safety**

33 Health and Safety protocols will be clearly communicated and provided in writing to all employees at
34 each site. Each worksite will have a Safety Committee at least one (1) PSE (Union) representative. If the
35 meeting(s) is/are held outside of the employee's work day, the employee will be compensated for said
36 time.

37
38 **Section 17.5. Transportation Policies**

39 All policy regulations pertaining to transportation shall be reviewed, updated and posted.

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ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be September 1, 2021, through August 31, 2024.

Section 18.2.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties on writing.

Section 18.3.

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 18.4.

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

Section 18.5.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 18.2.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
SNOQUALMIE VALLEY CHAPTER #714

BY: /s/K.A. Davis
Karen Ann Wilder, Chapter President

DATE: 2/9/2022

SNOQUALMIE VALLEY SCHOOL
DISTRICT #410

BY: /s/L. Gibbon
Dr. Lance Gibbon, Superintendent

DATE: 2/8/2022

Appendix A: 2021-2022 Schedule A

	Code	0-5	6-10	11-15	16+	Long 1	Long 2	Long 3	Sub
		Step 1	Step 2	Step 3	Step 4	Yr 20	Yr 25	Yr 30	95% S1
HS Head Custodian	CU100	\$29.36	\$30.36	\$30.53	\$30.79	\$31.04	\$31.29	\$31.54	\$27.89
MS Head Custodian	CU200	\$28.25	\$29.26	\$29.40	\$29.67	\$29.92	\$30.17	\$30.42	\$26.84
Elem Head Custodian	CU300	\$27.53	\$28.53	\$28.71	\$28.96	\$29.21	\$29.46	\$29.71	\$26.16
Custodian	CU400	\$25.01	\$25.69	\$25.80	\$26.08	\$26.33	\$26.58	\$26.83	\$23.76
Head Cook HS	FD100	\$22.89	\$23.72	\$24.10	\$24.55	\$24.80	\$25.05	\$25.30	\$21.75
Head Cook MS	FD200	\$22.29	\$23.00	\$23.39	\$23.84	\$24.09	\$24.34	\$24.59	\$21.17
Head Cook Elem School	FD300	\$22.18	\$22.87	\$23.27	\$23.71	\$23.96	\$24.21	\$24.46	\$21.07
Cook MS & HS	FD400	\$20.58	\$21.33	\$21.71	\$22.17	\$22.42	\$22.67	\$22.92	\$19.55
Cook Elem School	FD500	\$20.42	\$21.18	\$21.57	\$22.02	\$22.27	\$22.52	\$22.77	\$19.40
Cook's Helper	FD600	\$18.88	\$19.60	\$20.00	\$20.46	\$20.71	\$20.96	\$21.21	\$17.93
Maintenance II	MT200	\$32.34	\$33.29	\$33.44	\$33.69	\$33.94	\$34.19	\$34.44	\$30.72
Maintenance I	MT100	\$30.06	\$30.99	\$31.14	\$31.41	\$31.66	\$31.91	\$32.16	\$28.56
Warehouseperson	MW100	\$31.15	\$31.48	\$31.64	\$31.92	\$32.17	\$32.42	\$32.67	\$29.60
Grounds Worker II	MG200	\$31.03	\$31.96	\$32.11	\$32.35	\$32.60	\$32.85	\$33.10	\$29.48
Grounds Worker I	MG100	\$28.06	\$28.97	\$29.13	\$29.39	\$29.64	\$29.89	\$30.14	\$26.66
Delivery Person	DEL	\$18.88	\$19.60	\$20.00	\$20.46	\$20.71	\$20.96	\$21.21	\$17.93
Paraeducator I	PARA1	\$20.19	\$21.23	\$21.88	\$22.56	\$22.81	\$23.06	\$23.31	\$19.18
Paraeducator II	PARA2	\$21.13	\$22.44	\$23.01	\$23.52	\$23.77	\$24.02	\$24.27	\$20.07
Paraeducator III	PARA3	\$22.38	\$24.28	\$24.76	\$25.13	\$25.38	\$25.63	\$25.88	\$21.26
Day Care Worker	PARA2	\$21.13	\$22.44	\$23.01	\$23.52	\$23.77	\$24.02	\$24.27	\$20.07
Sign Lang Interpreter	SL100	\$31.99	\$32.82	\$33.06	\$33.36	\$33.61	\$33.86	\$34.11	\$30.39
Career Specialist	CS100	\$32.38	\$32.80	\$32.89	\$33.02	\$33.27	\$33.52	\$33.77	\$30.76
Success Coordinator	SC100	\$26.88	\$27.18	\$27.48	\$27.75	\$28.00	\$28.25	\$28.50	\$25.54
Computer Technician II	CMPT2	\$37.08	\$37.49	\$37.64	\$37.80	\$38.05	\$38.30	\$38.55	\$35.23
Computer Technician	CMPT1	\$31.47	\$32.99	\$33.31	\$33.83	\$34.08	\$34.33	\$34.58	\$29.90
Registered Nurse	RN100	\$39.73	\$39.98	\$40.23	\$40.48	\$40.73	\$40.98	\$41.23	\$37.75
COTA	COTA	\$32.24	\$32.67	\$32.89	\$33.09	\$33.34	\$33.59	\$33.84	\$30.63
SLPA	COTA	\$32.24	\$32.67	\$32.89	\$33.09	\$33.34	\$33.59	\$33.84	\$30.63
Health Room Assistant	HRA	\$23.22	\$24.65	\$25.58	\$25.77	\$26.02	\$26.27	\$26.52	\$22.06
School Safety Assistant	SSA	\$20.74	\$21.81	\$22.48	\$23.18	\$23.43	\$23.68	\$23.93	\$19.70
Bus Driver	BUS	\$30.05	\$30.71	\$30.96	\$31.23	\$31.48	\$31.73	\$31.98	\$28.55
Mechanic, Lead		\$38.28	\$39.18	\$39.35	\$39.49	\$39.74	\$39.99	\$40.24	\$36.37
Mechanic II	BM200	\$37.61	\$38.50	\$38.69	\$38.84	\$39.09	\$39.34	\$39.59	\$35.72
Mechanic I	BM100	\$33.73	\$34.62	\$34.79	\$34.95	\$35.20	\$35.45	\$35.70	\$32.04
Trans Tech	BT100	\$32.82	\$33.04	\$33.27	\$33.51	\$33.76	\$34.01	\$34.26	\$31.18
Seat Repair		\$30.05	\$30.71	\$30.96	\$31.23	\$31.48	\$31.73	\$31.98	\$28.55
Cert Driver Trainer		\$31.92	\$32.36	\$32.57	\$32.80	\$33.05	\$33.30	\$33.55	\$30.33
BTW Trainer		\$31.25	\$31.68	\$31.91	\$32.12	\$32.37	\$32.62	\$32.87	\$29.68

Schedule A Notes:

(1) Paraeducator classification series allocation criteria:

- (a) Paraeducator 1 – This position is primarily supervisory; including playground, lunchroom and buses. This position may occasionally help in the office (i.e. providing coverage during breaks) or in a classroom provided limited help to the teacher (i.e. classroom overload assistance);
- (b) Paraeducator 2 – This position is primarily instructional, including assistance in LAP, Title, Special Education Resource Room, or regular classrooms. The Paraeducator 2 employees work under the direction of a certificated teacher and may be responsible for instruction to individuals or small groups. They may also provide some supervision of students during transitions in the day;
- (c) Paraeducator 3 – This position is primarily instructional, but is limited to work within a Special Education self-contained setting. Under the direction of a certificated teacher, a Paraeducator 3 may deliver instruction in one-on-one or small group settings. These positions, under the direction of a certificated teacher or licensed medical practitioner, will also assist with behavior, medical, or personal hygiene issues of high needs Special Education students;
- (d) Mixed Assignments – A Paraeducator at one level, may be assigned a portion(s) of their shift at another level, either above or below their current assignment. If the total daily time in another level of Paraeducator equals two constructively worked hours or more per day, the employee will be paid at the appropriate Paraeducator level for that period of time.

Appendix B: Certification Pay

Per Section 15.2, the following courses will qualify for the Computer Technician Certification Pay:

- A+ Certification for Computer Technicians (A+)
- Network+ Certification for Network Technicians (Network+)
- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Systems Administrator (MCSA)
- Microsoft Certified Desktop Support Technician (MCDST)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Professional (CCNP)
- Bachelor's Degree
- Master's Degree or PhD

Per Section 15.3, the following Automotive Service Excellence (ASE) Certifications will qualify for the Mechanic Certification Pay:

- Body Systems and Special Equipment (Test S1)
- Diesel Engines (Test S2)
- Drive Train (Test S3)
- Brakes (Test S4)
- Suspension and Steering (Test S5)
- Electrical/Electronic Systems (Test S6)
- Air Conditioning Systems and Controls (Test S7)

**Memorandum of Agreement
Between
Snoqualmie Valley PSE
and
The Snoqualmie Valley School District
Regarding Settlement of the 2021-2024 CBA**

The Snoqualmie Valley School District (District) and the Snoqualmie Valley PSE (Union) enter into the following agreement related to the implementation of the 2021-2024 CBA.

Implementation Timeline

1. Section 1.5.5 regarding pay for employees taking a temporary assignment will be effective January 3, 2022.
2. Section 7.6 regarding changes in length of time for pre and post trips will be effective January 10, 2022.
3. Section 9.1.1 regarding the frontloading of sick leave for 12-month employees will be effective September 2022.
4. Retroactive pay for regular assignments will begin in the January 2022 paycheck and will be spread through August 2022.
5. Retroactive pay for extra hours will be paid by the March 2022 paycheck.
6. New sub rates of pay will be effective January 1, 2022.

The parties agree to discuss at labor/management meetings shifting 10-month employees to a front-loaded sick leave program.

Increases of 45 minutes or more in route time due to changes in pre and post trip times (Section 7.6) will not be subject to Section 7.7.4.

The parties agree to review these positions, and, if needed, bargain wages for these currently unfilled positions by August 31, 2022:

1. HVAC Technician
2. HVAC Mechanic
3. Electrician
4. Transition Career Specialist
5. Student Assistance Prevention Coordinator

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
SNOQUALMIE VALLEY CHAPTER #714

SNOQUALMIE VALLEY SCHOOL
DISTRICT #410

BY: /s/K.A. Davis
Karen Ann Wilder, Chapter President

BY: /s/L. Gibbon
Dr. Lance Gibbon, Superintendent

DATE: 2/9/2022

DATE: 2/8/2022

**Memorandum of Agreement
Between
Snoqualmie Valley PSE
and
The Snoqualmie Valley School District
Regarding Legacy Friday Hours**

The Snoqualmie Valley School District (District) and the Snoqualmie Valley PSE (Union) enter into the following:

Following the settlement of the 2007-2010 CBA, the parties agreed to a system of restoring hours to employees lost due to early release Fridays. Those employees who are currently employed and have those hours, referred to as "Legacy Friday Hours," will maintain those hours until they leave employment or change positions in the District. The parties will maintain a list of impacted employees.

This Memorandum of Agreement shall become effective upon signature of both parties; shall remain in effect through the lifetime of the agreement or until superseded by another MoA, whichever comes first; and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
SNOQUALMIE VALLEY CHAPTER #714

SNOQUALMIE VALLEY SCHOOL
DISTRICT #410

BY: /s/K.A. Davis
Karen Ann Wilder, Chapter President

BY: /s/L. Gibbon
Dr. Lance Gibbon, Superintendent

DATE: 2/9/2022

DATE: 2/8/2022

**Memorandum of Agreement
Between
Snoqualmie Valley PSE
and
The Snoqualmie Valley School District
Regarding Technology Interns**

The Snoqualmie Valley School District (District) and the Snoqualmie Valley PSE (Union) enter into the following:

The Union and the District acknowledge the benefit of providing SVSD students the opportunity to obtain technical support work experience in the SVSD Technology Department. As such, the parties agree to continue a project wherein the student interns within the Technology Department will be in addition to, but shall not supplant nor displace, the work of bargaining unit employees.

Parameters of the Program:

Such interns shall be limited to a maximum of ten (10) hours per week during the school year and a maximum of twenty (20) hours per week during school breaks (i.e.: winter, summer). The number of concurrent student internships shall be limited to four (4) students during any period of the school year and six (6) student interns during summer break.

This Memorandum of Agreement shall become effective upon signature of both parties; shall remain in effect through the lifetime of the agreement or until superseded by another MoA, whichever comes first; and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
SNOQUALMIE VALLEY CHAPTER #714

SNOQUALMIE VALLEY SCHOOL
DISTRICT #410

BY: /s/K.A. Davis
Karen Ann Wilder, Chapter President

BY: /s/L. Gibbon
Dr. Lance Gibbon, Superintendent

DATE: 2/9/2022

DATE: 2/8/2022

**Memorandum of Agreement
Between
Snoqualmie Valley PSE
and
The Snoqualmie Valley School District
Regarding Driver Shortage**

The Snoqualmie Valley School District (District) and the Snoqualmie Valley PSE (Union) enter into the following:

Out-of-District Driving Assignments

When there is a shortage of drivers to cover in-district/out-of-district driving assignments, the District, at its option, may elect to transport students using a third-party provider. District drivers will be used to cover in-district assignments before being used for out-of-district assignments. If a driver bids for an out-of-District assignment, the District may assign that driver to perform in-district work for the equivalent amount of time represented by the out of district work.

Motor Pool Vehicles

When the District assigns an employee to transport no more than three (3) students in a motor pool vehicle, that employee will be paid 75% of the current Step I rate for Bus Drivers. Such assignment does not require a CDL. Driver trainees may drive up to eight (8) students in a motor pool vehicle and will be paid the training wage. Such assignment does not require a CDL.

Driver Shortage

District motor pool vehicles may be used to transport a total of eighteen (18) or fewer students to a District authorized event or activity. Motor Pool vehicles will be driven by individuals other than District bus drivers, consistent with District procedures.

This Memorandum of Agreement shall become effective upon signature of both parties; shall remain in effect through the lifetime of the agreement, until superseded by another MoA, or the parties mutually agree there is no longer a driver shortage, whichever comes first; and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
SNOQUALMIE VALLEY CHAPTER #714

SNOQUALMIE VALLEY SCHOOL
DISTRICT NO. 410

BY: /s/K.A. Davis
Karen Ann Wilder, Chapter President

BY: /s/L. Gibbon
Dr. Lance Gibbon, Superintendent

DATE: 2/9/2022

DATE: 2/8/2022

**Memorandum of Agreement
Between
Snoqualmie Valley PSE
and
The Snoqualmie Valley School District
Regarding AVID Tutors**

The Snoqualmie Valley School District (District) and the Snoqualmie Valley PSE (Union) enter into the following:

The Union and the District acknowledge the benefit of providing certain SVSD students, identified for participation in the AVID (Advancement Via Individual Determination) program, extra support to better prepare them for college. As such, the parties agree to continue a program wherein tutors will be paired with groups of AVID students to tutor and mentor them. This extra support will be in addition to, but shall not supplant nor displace the work of other bargaining unit employees.

All AVID employees will be a part of the bargaining unit and fall under the CBA. Current employees will be considered for AVID work and paid at their current rate. AVID tutors do not accrue seniority.

Parameters of the Program:

Such AVID program college tutors shall be limited to a maximum of ten (10) hours per week during the school year and during non-school periods. The number of concurrent AVID college tutors shall be limited to twelve tutors during any period of the school year.

AVID tutors will be paid a minimum wage unless they are currently a part of the bargaining unit as spelled out above. AVID tutors do not receive benefits (unless state law dictates otherwise) but may flex their hours so they don't miss any time off their assignment.

This Memorandum of Agreement shall become effective upon signature of both parties; shall remain in effect through the lifetime of the agreement or until superseded by another MOA, whichever comes first; and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
SNOQUALMIE VALLEY CHAPTER #714

SNOQUALMIE VALLEY SCHOOL
DISTRICT NO. 410

BY: /s/K.A. Davis
Karen Ann Wilder, Chapter President

BY: /s/L. Gibbon
Dr. Lance Gibbon, Superintendent

DATE: 2/9/2022

DATE: 2/8/2022

**Memorandum of Agreement
Between
PSE of Snoqualmie Valley
and
The Snoqualmie Valley School District
Regarding Misc. Items for the 2022-2023 School Year**

The Snoqualmie Valley School District (District) and PSE of Snoqualmie Valley (Union) enter into the following agreement:

These items will remain in place through the life of the 2021-2024 contract or until superseded by another MoA, whichever comes first.

Section 7.9 of the CBA is amended as follows:

All bus drivers who hold a newly acquired, first time CDL and who have driven less than fifty (50) hours of solo driving in a bus of any size shall be restricted to driving within the District.

Section 7.14.2 of the CBA is amended as follows:

Employees involved in any reportable accident (~~\$500.00~~ \$1,000.00 property damage and/or injury), and/or cited for any traffic violation while operating a District owned vehicle may immediately be suspended, without pay, at the discretion of the Transportation Director, from all driving pending a review by the Accident Review Board.

Section 7.14.3 of the CBA is amended as follows:

The Accident Review Board will meet within forty-eight (48) hours or two (2) working days of a reportable accident as described above, unless it is a major accident. On case by case basis, the District and Union may agree to suspending the Accident Review Board. The purpose of the Accident Review Board is to review all the facts of the incident, the employee's past driving record, interview the employee and any witnesses, and submit its recommendation to the Transportation Director. The chairperson will not vote except as a tie-breaker.

Section 9.5.5 of the CBA is amended as follows:

Unused personal leave will be cashed-out and paid to the employee at the substitute rate of pay for their assignment; provided that, this cash-out provision:

- a. Will not be available to an employee who has taken leave without pay during the current school year, with the exception of unpaid leave due to FMLA, PFML or a L&I claim.
- b. Will be paid to those employees having not less than two (2) hours of unused personal leave as of the last day of school.

The personal leave allocation will be based on the employee's assigned hours (FTE) as of the first scheduled work day in October, and cash-out paid in the August payroll.

2022-2023 Salaries for trades positions

	Step 1	Step 2	Step 3	Step 4
HVAC Tech	\$28.55	\$29.30	\$30.05	\$30.80
HVAC Mechanic	\$37.19	\$37.94	\$38.69	\$39.44
Electrician	\$37.19	\$37.94	\$38.69	\$39.44

Legacy Positions

The positions of Transition Career Specialist and Student Assistance Prevention Coordinator, although not currently filled, remain positions covered by the PSE CBA. If the District determines to reinstate these positions, a wage will be bargained with the Union.

Section 9.1.1 of the CBA is amended as follows:

Twelve (12) month employees shall be credited on September 1 of each school year with the entire amount of sick leave they are expected to accrue by August 31 of that school year, at the rate of one (1) day per month employed, for a total of twelve (12) days. Mid-year new hires or employees returning from a leave of absence shall be credited for sick leave in the same manner, accruing from their start date or return.

Less than twelve (12) month employees will accrue sick leave at the rate of ~~10/12 a day per month~~ one day per month for September through June, prorated for employees who do not work the entire school year.

All employees returning from a leave of absence or mid-year new hires shall receive sick leave based on their pro-rated assignment.

FOR THE UNION

/s/K.A. Davis
President, PSE

9/23/2022
Date

FOR THE SCHOOL DISTRICT

/s/D. Schlotfeldt
Superintendent, SVSD

9/23/2022
Date

**Memorandum of Agreement
Between
PSE of Snoqualmie Valley
and
The Snoqualmie Valley School District
Regarding New Position in Bargaining Unit**

The Snoqualmie Valley School District (District) and PSE of Snoqualmie Valley (Union) enter into the following agreement related to a new position within the bargaining unit.

The District has created a new position, Paraeducator 4—Behavior Assistant. The pay for this position will be \$1.50 more than the Paraeducator 3 rate for the life of this contract, and the position will be listed on Schedule A beginning in 2023-2024.

This Memorandum of Agreement remains in place through the end of the 2021-2024 CBA or until superseded by another MoA, whichever comes first.

FOR THE UNION

FOR THE SCHOOL DISTRICT

/s/K.A. Davis
President, PSE

/s/D. Schlotfeldt
Superintendent, SVSD

9/26/2022
Date

9/26/2022
Date