

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**SOUTH BEND SCHOOL DISTRICT #118**

AND

**PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND**

SEPTEMBER 1, 2022 - AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948

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1 **PREAMBLE**

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3 This agreement is made and entered into between the South Bend School District Number 118  
4 (hereinafter "District") and Public School Employees of Washington / SEIU Local 1948, through its  
5 local affiliate (hereinafter "Union"). In consideration of the mutual covenants contained therein, the  
6 parties agree as follows.  
7  
8

9 **ARTICLE I**

10 **RECOGNITION AND COVERAGE OF AGREEMENT**

11 **Section 1.1.**

12 The District hereby recognizes the Union as the exclusive representative for all classified employees  
13 described in Section 1.2 of this agreement (hereinafter "employees").  
14

15 **Section 1.2.**

16 The South Bend School District No. 118 recognizes Public School Employees of Washington / SEIU  
17 Local 1948 as the sole and exclusive bargaining representative for all regular full-time and regular  
18 part-time classified employees. Specifically excluded from the bargaining unit are confidential  
19 employees and supervisors as follows: Transportation Supervisor, Director of Family Services,  
20 Maintenance Supervisor, Financial Officer and Assistant Financial Officer.  
21  
22

23 **Section 1.3. Employee Definitions.**

24 **Section 1.3.1.**

25 For the purposes of this agreement, an employee’s FTE is based on the number of regularly  
26 scheduled hours of work, with 2080 hours of regularly scheduled work per school year  
27 considered as 1.0 FTE. Only employees who are regularly scheduled to work 2080 hours per  
28 school year will be considered as full-time employees. Employees regularly scheduled to work  
29 less than 2080 hours per school year will be considered as regular part-time employees.  
30  
31

32 **Section 1.3.2. Substitute Employee.**

33 Substitute employees shall be defined as those employees who are employed to fill temporary  
34 vacancies of thirty (30) calendar days or less (i.e., illnesses, short-term leave of absences, etc.)  
35 in the workforce. Employees filling positions classified as substitutes shall not be eligible for  
36 participation in insurance programs or employer contributions toward premiums of such  
37 programs. Substitute employees shall be subject to Schedule A only. Long term substitutes for  
38 a position who work more than 30 days will receive insurance benefits but will not be  
39 considered “hired” as part of the union and will be released when the long term substitute need  
40 ceases. A long term substitute shall not exceed one (1) year.  
41  
42

43 **Section 1.3.3. Probation Period.**

44 Each new hire shall remain in probationary status for a period of ninety (90) days worked  
45 following being initially employed as a regular full-time or regular part-time employee covered  
46 by this agreement. Time worked as a substitute will not apply toward this ninety (90) day  
47 period. During the probationary period the District may discipline or discharge such employee  
48



1 at its sole discretion and such discipline or discharge shall not be subject to the grievance  
2 procedure of this agreement.  
3  
4

## 5 6 **ARTICLE II**

### 7 8 **RIGHTS OF EMPLOYEES**

#### 9 10 **Section 2.1.**

11 It is agreed that all employees subject to this agreement shall have and shall be protected in the  
12 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union in all  
13 such matters as authorized by law.  
14

#### 15 **Section 2.2.**

16 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
17 officials of the District.  
18

#### 19 **Section 2.3.**

20 Employees subject to this agreement have the right to have Union representatives or other persons  
21 present at discussion which may lead to disciplinary action between themselves and supervisors or  
22 other representatives of the District.  
23

#### 24 **Section 2.4.**

25 Neither the Employer, nor the Union, shall discriminate against any employee subject to this  
26 agreement on the basis of race, national origin, creed, sex, religion, age, marital status or the presence  
27 of a disability.  
28

#### 29 **Section 2.5.**

30 There shall be an official personnel file for each employee, to be kept in the District administration  
31 office. Each employee shall have the right to review the contents of his/her personnel file. During the  
32 review, an official or representative of the Union may be present, and the employee may initial and  
33 photocopy any material in the file, at District expense.  
34

##### 35 **Section 2.5.1.**

36 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as  
37 of July 26, 1992, the District shall maintain a medical information file for each classified  
38 employee of the District which will be kept separate from the personnel file. Such file will  
39 contain such sensitive information as immunization history, health related cards, leave sharing  
40 information, and information on medical history, and/or medical releases, etc. This medical  
41 information file will insure confidentiality of sensitive information regarding the employee in  
42 the event of a federal and/or state audit.  
43

##### 44 **Section 2.5.2.**

45 Each employee shall be provided a copy of any derogatory material placed in his or her  
46 personnel file within five (5) days of its insertion. An employee may attach comments to any  
47 material that is a part of the personnel file.  
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**ARTICLE III**

**RIGHTS OF THE UNION**

**Section 3.1.**

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

**Section 3.2.**

The Union shall promptly be notified by the District of grievances brought by any employee. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of any grievance and to make known the Union's views concerning the case.

**Section 3.3.**

The District agrees to submit a report monthly along with its remittance of dues identifying each employee by name, social security number and dues amount remitted. The District agrees to provide the names of all classified employees who are not having dues withheld to the Union on October 1 and March 1 of each year of this agreement.

**Section 3.3.1.**

Each employee hired during the term of this agreement shall be provided, by the District, with a copy of the agreement. Sufficient copies of the agreement will be supplied to the District by the Union.

**Section 3.3.2.**

The names and cumulative days worked by substitute or temporary employees shall be provided to the Union on a quarterly basis.

**Section 3.4.**

Representatives of the Union, upon making their presence known to the superintendent or designee shall have access to the District premises during business hours; provided, that conferences or meetings between employees and Union representatives will not interfere with the employees' normal duties.

**Section 3.5. Bulletin Boards/Intra-District Mail.**

The Union may make lawful use of school district bulletin boards and intra-district mail service consistent with District policy.

**Section 3.6. School Calendar.**

**Section 3.6.1.**

The District shall provide notification to employees of the formation of the school calendar so that employees may provide their input to the District for its consideration prior to its formal adoption of the school calendar.



1 **Section 3.7.**

2 Special education paraprofessionals working with students identified as potentially violent or  
3 aggressive may request to participate in the formulation of the Individualized Education Plan (IEP) to  
4 whom they may be assigned in order to give input as to their safety. If granted, participation time shall  
5 be considered as time worked. If the employee is not satisfied with the outcome of the safety issue,  
6 they may request a meeting with the special education director to express and resolve their concerns.  
7

8 **Section 3.8.**

9 The District will make available to all employees who work alone at night, with no other employee  
10 nearby, the use of a cell phone from the bus garage. The cell phone will be used only in the case of  
11 emergency, may be picked up at the beginning of the night shift and shall be returned to the bus  
12 garage prior to leaving work at the end of the shift.  
13  
14

15 **ARTICLE IV**

16 **UNION MEMBERSHIP**

17  
18  
19  
20 **Section 4.1.**

21 Each employee subject to this agreement, who, on the effective date of this agreement, is a member of  
22 the Union in good standing, maintain membership in the Union in good standing during the period of  
23 this agreement unless membership is revoked through contact with the Union.  
24

25 The district will provide the union reasonable access to new employees of the bargaining unit for the  
26 purposes of presenting information about their bargaining unit to the new employee. The presentation  
27 may occur during a new employee orientation provided by the district, or at another time mutually  
28 agreed to by the district and the union representative. No employee may be mandated to attend the  
29 meetings or presentations by the union representative. "Reasonable access" for the purposes of this  
30 section means: (i) The access to the new employee occurs within ninety days of the employee's start  
31 date within the bargaining unit; (ii) The access is for thirty minutes; and (iii) The access occurs during  
32 the new employee's regular work hours at the employee's regular worksite, or at a location mutually  
33 agreed to by the district and the union.  
34

35 **Section 4.2.**

36 An employee's written, electronic, or recorded voice authorization to have the employer deduct  
37 membership dues from the employee's salary must be made by the employee to Public School  
38 Employees of Washington (PSE). If the employer receives a request for authorization of deductions,  
39 the employer shall as soon as practicable forward the request to PSE.  
40

41 The employer shall deduct PSE state dues from the pay of any employee who authorized such  
42 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds  
43 deducted to the treasurer of the Public School Employees of Washington.  
44

45 The District will provide PSE a list transmitted electronically upon any changes, listing bargaining unit  
46 employees who are hired, re-hired, reinstated, transferred into or out of a bargaining unit, reclassified,  
47 promoted, downgraded, placed on any type of leave, laid off, recalled from layoff or separated from



1 the District. The report will include each listed bargaining unit employee's name, job title, work  
2 location, personnel action and reason.

3  
4 PSE will be the custodian of the records related to dues authorizations and agrees that, as the custodian  
5 of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.  
6

7 **Section 4.3.**

8 The employee's authorization remains in effect until expressly revoked by the employee in accordance  
9 with the terms and conditions of the authorization. An employee's request to revoke authorization for  
10 payroll deductions must be in writing and submitted by the employee to PSE in accordance with the  
11 terms and conditions of the authorization. Revocations will not be accepted by the employer if the  
12 authorization is not obtained by the employee to PSE. After the employer receives confirmation from  
13 the exclusive bargaining representative that the employee has revoked authorization for deductions, the  
14 employer shall end the deduction effective on the first payroll after receipt of the confirmation. The  
15 employer shall rely on information provided by the exclusive bargaining representative regarding the  
16 authorization and revocation of deductions.  
17

18 **Section 4.4. Political Action Committee.**

19 The District shall, upon receipt of a written authorization or voice authorization form that  
20 conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount  
21 of contribution the employee voluntarily chooses for deduction for political purposes and shall  
22 transmit the same to the Association. Section 4.5 of the Collective Bargaining Agreement shall  
23 apply to these deductions.  
24

25 **Section 4.5. Hold Harmless.**

26 The Association will indemnify, defend, and hold the District harmless against any claims, suits,  
27 orders, and/or judgments against the District on account of any checkoff of Association dues or  
28 voluntary political contributions.  
29  
30  
31

32 **ARTICLE V**

33 **UNION REPRESENTATION**

34  
35  
36 **Section 5.1.**

37 The Union will designate a conference committee of three (3) members who will meet with the  
38 superintendent of the District and the superintendent's representatives on a mutually agreeable regular  
39 basis to informally discuss appropriate matters. These meetings shall not be construed as negotiating  
40 sessions.  
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**ARTICLE VI**

**EVALUATIONS**

**Section 6.1.**

Employee performance evaluations shall be conducted on a semi-annual basis for employees with two (2) years or less seniority in a position, and annually for employees with two (2) or more years seniority in a position. Evaluations are reflective of the employee’s immediate supervisor’s or principal’s opinion of the employee’s work performance during that calendar school year. Performance evaluations shall be conducted in conformance within the following guidelines.

**Section 6.1.1.**

The written evaluation and oral review shall be completed by the employee’s immediate supervisor or principal, when applicable. The evaluating supervisor or principal shall have intimate knowledge of the employee’s performance.

**Section 6.1.2.**

To promote an open discussion of the evaluation, the oral review shall be conducted on a one-to-one basis. Employees shall be provided with two (2) days advance notice prior to the oral review.

**Section 6.1.3.**

The employee shall be provided a copy of the completed evaluation.

**Section 6.1.4.**

Employees shall have the right to provide a written response to an unfavorable evaluation. The employee’s written response shall be attached to the evaluation when placed in the employee’s personnel file and shall remain part of their permanent personnel record.

**Section 6.1.5.**

Evaluation forms shall be germane to the work performed and updated, if necessary, on a semi-annual basis.

**Section 6.1.6.**

The employee’s signature on the evaluation form shall not be construed as an employee agreement with the contents. Evaluation forms shall contain the following statement under the signature line: “This evaluation has been reviewed with me by my immediate supervisor or principal and I have been provided a copy of said evaluation.”

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

**Section 7.1.**

Each part-time employee will be assigned in advance to a definite work year with designated times of beginning and ending; provided that the employer may change the existing work year in case of



1 emergency without prior notice, by mutual agreement with the employee, and in any other case by five  
2 (5) days written notice to the employee.

3  
4 **Section 7.1.1.**

5 Any work performed in excess of eight (8) hours a day or forty (40) hours per designated work  
6 week shall be paid at the rate of one and one-half (1-1/2) the employee's applicable rate of pay.  
7 During summer recess, workdays, not to exceed ten (10) hours may be scheduled. All time  
8 worked in excess of ten (10) hours per day (in the case of scheduled ten (10) hour days), and all  
9 time worked in excess of forty (40) hours per week shall be at the wage rate of time and one –  
10 half (1-1/2).

11  
12 Payment of sick leave, funeral leave, and holiday pay for days scheduled as ten (10) hour days  
13 will be paid/deducted as ten (10) hour days. The employer and employee shall mutually agree  
14 upon the modified work schedule.

15  
16 **Section 7.1.2. Comp Time.**

17 Employees in all classifications, with the exception of bus drivers, will be allowed comp  
18 time with prior approval from the building administrator. All comp time will be entered in  
19 the regular district timesheet and records will be kept in the regular district timekeeping  
20 process. Comp time will not accrue beyond forty (40) comp hours. Comp time which  
21 remains unused at the end of employee's work year will be cashed out. The following will  
22 be used to clarify the earning and use of comp time as described in this section:

- 23  
24 1. Employees will have the option of earning comp time or being paid overtime for hours  
25 worked subject to Section 7.1.1 of this agreement.  
26 2. Employees must have administrator approval prior to the earning and use of comp time  
27 hours.  
28 3. Authorized work in excess of eight (8) hours in a day or forty (40) hours per designated  
29 work week shall be comped at the rate of one and one-half.  
30 4. Comped hours remaining at the end of the employee's work year shall be paid at the  
31 employee's current rate of pay.

32  
33 **Section 7.2.**

34 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, unless  
35 regularly scheduled school vacations or holidays fall within this period; provided, however, exceptions  
36 may be made upon mutual agreement between the employee and supervisor or in any other case by  
37 five (5) days written notice to the employee.

38  
39 **Section 7.2.1.**

40 In the event of an unusual school closure due to inclement weather, plant inoperation, or the  
41 like, the District will notify employees to refrain from coming to work on the local radio  
42 station, via a phone tree and TV channels 4, 5 and 7.

43  
44 **Section 7.2.2.**

45 If an employee is called back to work, other than immediately before or after his/her assigned  
46 shift, the employee shall receive not less than two (2) hours pay at the appropriate rate.  
47

1 **Section 7.3.**

2 Each employee shall be assigned to a definite shift with designated times of beginning and ending.

3  
4 **Section 7.3.1.**

5 All part-time employees shall begin work the day before school starts.

6  
7 **Section 7.4.**

8 Employees who work in excess of four (4) hours per day shall be allowed a thirty (30) minute unpaid  
9 lunch break during the course of their shift. Employees shall be permitted a fifteen (15) minute break  
10 following each two (2) hours of work provided that said employee is scheduled to work more than two  
11 (2) hours that day.

12  
13 **Section 7.4.1.**

14 Employees required to work through their regular lunch periods will be given time to eat at a  
15 time established by the supervisor. In the event the District requires an employee to forego a  
16 lunch period and the employee works the entire shift, including the lunch period, the employee  
17 shall be compensated for the foregone lunch period.

18  
19 **Section 7.5.**

20 Bus drivers required to have a physical examination to drive will have the cost of an examination paid  
21 by the District; provided, that such driver receive the physical examination from a District designated  
22 physician.

23  
24 **Section 7.5.1.**

25 The District will establish shifts for transportation personnel in relation to routes, driving time,  
26 and all other regular duties assigned by the transportation supervisor. The established shift  
27 time will be based on time required to perform all regular duties assigned. Regular run  
28 assignments shall be based on seniority. That is: the longest run in time shall be offered to the  
29 most senior driver and continue in this manner through all drivers.

30  
31 **Section 7.5.2.**

32 Each driver shall receive time as allocated per day by the following schedule for the purpose of  
33 bus or eight (8) passenger van checkout, fueling, warm-up, cleaning inside and out, and safety  
34 inspections:

35  
36 If driver drives one (1) bus per day - 30 minutes

37  
38 If driver drives two (2) different buses per day - 45 minutes

39  
40 If driver drives three (3) or more buses per day - one (1) hour

41  
42 Extra time will be allowed for unusual or emergency situations.

43  
44 **Section 7.5.3.**

45 All district buses will be driven by personnel hired primarily as district school bus drivers. The  
46 bus transportation supervisor may/will be part of the regular route driving schedule. Such  
47 drivers shall be required to have a CDL, Class B certificate, either temporary or regular permit.  
48 "Exception": Regular or substitute drivers per previous contract language will drive all regular

1 season trips, athletic or academic. All post season events that can be accommodated by one car  
2 or one van may be driven by other district approved personnel. This section does not allow for  
3 the use of private vehicles outside of school policy or state law.  
4

5 **Section 7.5.4.**

6 All trips will be bid on a continuously rotating seniority basis with the most senior driver and  
7 continuing on down the seniority list to the least senior driver. At the bidding meetings,  
8 beginning with the most senior driver, each driver may choose two (2) trips from the list as a  
9 beginning bid. All remaining trips will be bid, in order, one at a time through the remainder of  
10 the list by seniority. New drivers will be able to bid on all extra-curricular trips, though the  
11 transportation supervisor will have the discretion during the first ninety (90) days, probation  
12 period, to deny a trip based on experience.  
13

14 If a trip that has already been bid on, comes back up for re-bid, for any reason, it reverts back to  
15 the driver under the driver who gave up the trip. There is to be one bid list. The new re-bid  
16 trips will be marked with a different mark/color.  
17

18 Any unscheduled trips that come in during the month shall be bid one at a time. The first one  
19 bid by the driver at the top of the list, the next to the next senior and so on. A driver that is  
20 already scheduled for a trip on the date of the new trip may not change for the new trip unless it  
21 serves the interest of the District to do so. Should the driver at the top of the list choose not to  
22 accept the trip they will rotate to the bottom of the list. If a trip has made it around the  
23 bidding process twice, the transportation supervisor can assign the trip. A driver cannot  
24 give up a trip with less than 24-hour notice or the supervisor may assign the trip to any  
25 driver.  
26

27 Unscheduled (less than 24 hours notice) trips may be assigned to the most available driver that  
28 may be contacted, with the attempt to contact the driver at the top of the list. No answer by  
29 phone will be considered as a refusal for that trip.  
30

31 Overtime will not be paid beyond 25 hours per month. BOTH drivers and transportation  
32 supervisor will work together to ensure that trips will not be bid by drivers which will surpass  
33 the overtime allowance. All drivers realize that if they are working in other positions whether  
34 as a sub or in a regular daily schedule that those hours count toward their 40 hours a week and  
35 will have overtime implications. Substitute drivers may be used in the event that drivers cannot  
36 be secured due to the overtime restrictions. The superintendent may approve additional OT in  
37 the case of emergencies. The 25 hour maximum will supersede all seniority rotation for extra  
38 trips.  
39

40 **Section 7.5.5.**

41 Bus drivers who drive field trips or extra curricular trips will be compensated as follows:  
42

43 Trips less than overnight:

44 Driving time at drivers wage.  
45

46 Overnight trips:

47 Driving time at drivers wage.

48 Extra full days at remote site at drivers hourly wage times eight (8) hours.

1 **Section 7.5.6.**

2 Substitute drivers may be assigned as relief for regularly scheduled drivers daily run; provided,  
3 that no Union drivers are available or have refused the available work. It should be noted that  
4 regular drivers are expected to take runs as they are assigned by the transportation supervisor,  
5 unless problems with regular runs or other difficulties prevent their doing so.  
6

7 **Section 7.5.7.**

8 All Transportation employees who work more than ten (10) hours per day or more than forty  
9 (40) hours per week shall be compensated at the overtime rate of pay. There will be a  
10 maximum of 25 hours of overtime worked in any single month.  
11

12 **Section 7.6. Random Drug Testing for Bus Drivers.**

13 The Federal Highway Administration (FHWA) has mandated programs and procedures for mandatory  
14 random drug and alcohol testing. Drivers and substitute drivers will comply with the District  
15 Policy 5260 and procedures on federal drug and alcohol testing.  
16

17 **Section 7.7.**

18 The primary use of video cameras is designed to monitor student behavior. Bus drivers shall be  
19 informed on days that a camera has been placed in their assigned bus(es) prior to departure from the  
20 District bus garage. Drivers shall have the right to review the recorded videotapes for their bus(es)  
21 after making an appointment for such purposes with the transportation supervisor. Tapes will be saved  
22 one week so that the drivers may review them. Drivers may request to see tapes of days on which  
23 substitute drivers replace them. Upon request drivers may be permitted to view the tapes with the  
24 supervisor present.  
25  
26  
27

28 **ARTICLE VIII**

29 **HOLIDAYS AND VACATIONS**

30 **Section 8.1. Holidays.**

31 **Section 8.1.1.**

32 All full-time employees shall receive the following paid holidays:

- |    |                        |                        |
|----|------------------------|------------------------|
| 33 |                        |                        |
| 34 | New Year’s Eve Day     | Labor Day              |
| 35 | New Year’s Day         | Veteran’s Day          |
| 36 | Martin Luther King Day | Thanksgiving Day       |
| 37 | President’s Day        | Day After Thanksgiving |
| 38 | Memorial Day           | Christmas Day          |
| 39 | Juneteenth             |                        |
| 40 | Independence Day       | *Floating Holiday      |
| 41 |                        |                        |
| 42 |                        |                        |
| 43 |                        |                        |
| 44 |                        |                        |

45 \* Requires two (2) weeks notice and date subject to approval of the District.  
46

47 **Section 8.1.2.**

48 Should a holiday occur while an employee is on vacation, the employee shall be required to



1 take one extra day of vacation.

2  
3 **Section 8.1.3.**

4 All part-time employees shall receive the following paid holidays that fall within the work year:

5	6 Labor Day	7 Memorial Day
7	8 New Year’s Day	9 Thanksgiving Day
8	10 Martin Luther King Day	11 Day after Thanksgiving
9	12 President’s Day	13 Christmas Day

10 Juneteenth will be a paid holiday if it occurs during the school year.

11  
12 **Section 8.1.4. Unworked Holidays.**

13 Eligible employees shall receive pay equal to their normal work shift at their hourly base rate in  
14 effect at the time the holiday occurs.

15  
16 **Section 8.1.5. Worked Holidays.**

17 Employees who are required to work on the above described holidays shall receive the pay due  
18 them for the holiday, plus one and one-half (1-1/2) times their regular hourly rate for all hours  
19 worked on such holidays.

20  
21 **Section 8.1.6. Holidays During Vacation.**

22 Should a holiday occur while an employee is on vacation, the employee shall be allowed to  
23 take one extra day of vacation.

24  
25 **Section 8.1.7. Holidays On Weekends.**

26 A holiday which falls on a Sunday shall be on the following Monday. A holiday which falls on  
27 a Saturday shall be recognized on the preceding Friday.

28  
29 **Section 8.1.8.**

30 All personal days, floating or holidays will be taken in half day or full day increments.

31  
32 **Section 8.2. Vacations.**

33 Eligible employees earn vacations according to this schedule:

34	35 One through six years	36 Two (2) weeks per year
35	37 Seven through twelve years	38 Three (3) weeks per year
36	39 Thirteen through nineteen	40 Four (4) weeks per year
37	41 Twenty or more	42 Five (5) weeks per year

43 Employees with thirteen or more years of service will have the option of selling one week of vacation.

44  
45 **Section 8.2.1. Cessation of Vacation Allowance.**

46 An employee will cease to earn a vacation allowance if the employee changes from full-time  
47 status to part-time basis. However, the employee will be entitled to any vacation allowance  
48 earned to the date of change if the employee has completed twelve (12) months or more of  
continuous service. If he later returns to full status, he will begin accruing vacation credits  
from the new date, with no credit given for earlier service.



1 **Section 8.2.2. Scheduling of Vacation.**

2 The method of scheduling shall be according to the desires of employees and the District.  
3 Employee desires are given consideration on the basis of seniority on the job, and length of  
4 services with the District. Also considered is the wish of married people to coincide their  
5 vacation with those of their family, hand-in-hand with management's responsibility to maintain  
6 continuous operations. Work stations must also be adequately staffed to avoid placing an  
7 undue burden on other non-vacationing employees. Decision on employee's schedules will be  
8 made with all mentioned above plus those implied. Vacations must be reviewed and approved  
9 by the Office of the Superintendent.

10  
11 **Section 8.2.3. Changing Vacation Time.**

12 Once a vacation time has been chosen by the employee and the remainder of the employees  
13 have been scheduled, the schedule will be considered permanent for that year. However, if the  
14 employee wishes to change their vacation due to circumstances beyond their control, the  
15 management will consider it, but only if the period is available. In this case, an employee  
16 cannot move another employee out of their vacation time if the employee does not so consent.

17  
18 **Section 8.2.4. Vacation Accumulation.**

19 Accumulation of vacations is not permitted. Vacations are non-continuous from one year to the  
20 next.

21  
22 **Section 8.2.5. Vacation Allowance Credit.**

23 Vacation allowances are earned on a month-to-month basis. If an employee terminates for any  
24 reason after completing twelve (12) months or more of continuous service, their final salary is  
25 adjusted for the number of vacation days due to, or due from, them since their last employment  
26 anniversary date.

27  
28 **Section 8.3. Substitute Sick Leave.**

- 29  
30 A. Each substitute employee shall accrue one hour of paid sick leave for every forty (40) hours  
31 worked. A maximum of forty (40) hours of sick leave may be carried over into the following year.  
32  
33 B. Sick Leave accrued while a substitute employee shall not be lost when the employee is hired as a  
34 regular full-time employee.

35  
36 When a substitute separates from employment, accrued sick leave cannot be cashed out, however, if  
37 the employee is rehired within twelve (12) months of separation, previously accrued unused sick leave  
38 shall be reinstated. Substitute employees do not have sick leave cash out rights and are not eligible to  
39 participate in sick leave incentive programs.

40  
41 **Section 8.4. Paid Family Medical Leave.**

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

### LEAVES

#### **Inclement Weather and Other Emergency Related Events.**

Currently there are three ways available to classified people to work with late starts. 1 – Work with their administrator to make up the time, 2 – use sick or personal leave time, 3 – take as no pay. These requests must be made before the end of the following month.

#### **Section 9.1. Sick Leave.**

##### **Section 9.1.1.**

Each employee shall accumulate one (1) day of sick leave for each calendar month worked, provided, however, that no employee shall accumulate less than twelve (12) calendar days of sick leave per school year. An employee who works fifteen (15) days in any calendar month will be given credit for the full month.

##### **Section 9.1.2.**

Sick leave shall be vested when earned and may be accumulated up to one hundred eighty (180) days. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be eligible for the projected number of sick leave days at the beginning of the school year. For the purposes of this section, sick leave shall be accrued, projected and expended on the basis of regular workdays.

##### **Section 9.1.3.**

In the event an employee is absent for reasons which are covered by State Industrial Insurance, any time loss shall not be deducted from sick leave; provided, however, the employee may apply any accumulated sick leave to any required waiting period; and provided further, that double payment does not result.

##### **Section 9.1.4.**

Employees may exercise an option to receive remuneration for unused sick leave that was accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury. A maximum of one hundred and eighty (180) sick leave days shall be the limit for computation purposes under this cash out section. The aforementioned maximum may be less than the actual accrued sick leave of an employee but shall prevail in this specific application.

##### **Section 9.1.5.**

The District agrees to participate in the employee incentive program as written in RCW 28A.400.210.

##### **Section 9.1.6.**

The South Bend School District recognizes the value and importance of an employee's regular and consistent attendance. As an incentive to encourage regular attendance, the District will recognize an employee's exceptional attendance. PSE/SEIU LOCAL 1948 represented employees who are not absent from work for any time and for any reason other



1 than earned vacation time, immediate family bereavement, District directed professional  
2 development activities and required jury duty shall receive a monetary award twice per  
3 year. Full-time employees' vacation time needs to be taken outside of student attendance  
4 days to be counted for extra pay.

5  
6 Those who qualify will receive an additional day of pay equivalent to the average hours  
7 worked on their February paycheck (calculated in January). Those who qualify during the  
8 second half of the school year will be rewarded on their July paycheck (calculated in June).

9  
10 **Section 9.1.7.**

- 11 A. Each substitute employee shall accrue one hour of paid sick leave for every forty  
12 (40) hours worked. A maximum of forty (40) hours of sick leave may be carried  
13 over into the following year.  
14 B. Sick leave accrued while a substitute employee shall not be lost when the employee  
15 is hired as a regular full-time employee.  
16 C. When a substitute separates from employment, accrued sick leave cannot be cashed  
17 out, however, if the employee is rehired within twelve (12) months of separation,  
18 previously accrued unused sick leave shall be reinstated. Substitute employees do  
19 not have sick leave cash out rights and are not eligible to participate in sick leave  
20 incentive programs.  
21

22 **Section 9.2. Bereavement Leave.**

23 Employees shall be entitled to a maximum of five (5) days leave, with pay, for absence caused by  
24 death of an employee's child, spouse, parent, step-parent, grandparent, sibling, or parent-in-law. Such  
25 bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative.  
26 Additional time, which may be required by the employee, shall be deducted from the employee's  
27 accrued sick leave up to a limit of five additional days. Additional approved bereavement days beyond  
28 the five additional days will be without pay.  
29

30 **Section 9.3. Personal Leave Days.**

31  
32 **Section 9.3.1.**

33 Employees shall be credited with two (2) personal leave days during each school year, but may  
34 accumulate to three (3) and may cash out any of those days beyond the three (3) accumulated at  
35 the employee's regular rate. Personal leave days to be scheduled a minimum of one (1) week in  
36 advance and be approved by the employee's immediate supervisor. The minimum scheduling  
37 requirement may be waived by the employee's immediate supervisor on a case-by-case basis.  
38 The Union recognizes the Employer's obligation to provide service to the District and that  
39 some personal days may be rejected if a hardship may be placed on the District.  
40

41 **Section 9.4.**

42 The Employer agrees to comply with the Washington State and Federal family and medical leave laws.  
43

44 **Section 9.5. Judicial Leave.**

45 Employees shall be allowed time off without loss of pay for serving on jury duty. Compensation  
46 received from the court, excluding mileage, shall promptly be refunded to the Employer. All  
47 employees are required to seek such compensation from the court.  
48

1 **Section 9.6. Leave of Absence.**

2  
3 **Section 9.6.1.**

4 Leave shall not be granted in order to take or “try out” a job outside the school district or for  
5 recreational or travel pursuits.

6  
7 **Section 9.6.2.**

8 The returning employee will be assigned a position as identified in the leave grant.

9  
10 **Section 9.7.**

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

15  
16  
17 **ARTICLE X**

18  
19 **SENIORITY AND LAYOFF PROCEDURES**

20  
21  
22 **Section 10.1.**

23 The seniority of an employee is within their work classification and shall be established as of the date  
24 on which the employee began bargaining unit employment (hereinafter "hire date"), excluding time  
25 worked as a substitute, unless such seniority shall be lost as herein provided.

26  
27 **Section 10.2.**

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

- 29  
30 a. Resignation.  
31  
32 b. Discharge for just cause.  
33  
34 c. Retirement.

35  
36 **Section 10.3.**

37 Seniority rights shall not be lost for the following reasons:

- 38  
39 a. Time lost by the reason of industrial accident or industrial illness attributed to District  
40 employment.  
41  
42 b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
43 United States.  
44  
45 c. Time spent on authorized leaves.  
46  
47 d. Layoffs less than one year in duration.  
48

1 **Section 10.4.**

2 Seniority rights shall be effective within the general job classification in which the employee is  
3 currently working. The general job classifications are:

- 4
- 5 Custodial / Maintenance
- 6 Food Service
- 7 Paraeducator
- 8 Secretarial
- 9 Transportation
- 10

11 **Section 10.4.1.**

12 If no qualified employee from a classification applies for a position, District seniority will  
13 always be considered, but ability to perform the duties of the job position shall remain the  
14 primary consideration for hiring.

15

16 **Section 10.5.**

17 Employees shall be provided with written notification of classifications or job assignments which are  
18 new or have become vacant. Employees shall have an opportunity to apply for such position(s) or  
19 assignments prior to the offering of the vacant/new position or job assignments to individuals outside  
20 of the bargaining unit. Notices shall be posted a minimum of two (2) work days prior to soliciting  
21 applications outside of the bargaining unit.

22

23 **Section 10.5.1.**

24 Positions which increase more than one (1) hour per day and/or five (5) hours per week  
25 [assuming a five (5) day per week position] will be posted for bid.

26

27 **Section 10.5.2. Trial period.**

28 Any promotion or voluntary change shall be considered a trial placement for a period of ten  
29 (10) work days. Within the trial period, if the employee finds such change of work performed  
30 unsatisfactory, upon written request the employee may revert to the employee's former job  
31 assignment without prejudice.

32

33 In the event the above occurs the District will have ten (10) work days to fulfill and train for the  
34 position.

35

36 **Section 10.6.**

37 When two (2) or more individuals are competing for the same assignment within a classification, the  
38 individual with the earliest hire date shall be given prime consideration, provided that said individual  
39 possesses the skills and job qualifications as outlined in the job description for the position. An  
40 employee's seniority shall also be considered for retention in layoffs, provided, however, the District  
41 may bypass seniority standing when ability, performance or job skill of a junior employee is greater  
42 than that of the senior employee. If the Employer determines that seniority rights should not govern,  
43 the Employer shall inform the employee, in writing, as to the specific reasons for not allowing  
44 seniority to prevail. Ability to perform the duties of the job position shall remain the primary  
45 consideration for hiring.

1 **Section 10.7.**

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

5  
6 **Section 10.8.**

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

10  
11 **Section 10.9.**

12 An employee shall forfeit rights to reemployment if the employee does not comply with the  
13 requirements of this CBA, or if the employee does not respond to the offer of comparable  
14 reemployment within ten (10) workdays. An employee on layoff status who rejects an offer of  
15 employment similar in wages, hours and working conditions will be removed from layoff status.  
16 An action taken by the district regarding section 10, shall be preceded by advance notice to PSE.  
17 It is the responsibility of those in layoff status to apply for available new or open positions. Employees  
18 on layoff status shall file their address, phone number and email address (if applicable) in writing with  
19 the personnel office of the District and shall thereafter promptly advise the District in writing of any  
20 change of address.

21  
22  
23  
24 **ARTICLE XI**

25 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

26  
27  
28 **Section 11.1.**

29 The District reserves the right to discipline or discharge an employee for just cause.

30  
31 **Section 11.1.1.**

32 Discharge of an employee for just cause may be immediate.

33  
34 **Section 11.1.2. Employee Rights.**

35 All employees within the bargaining unit shall be entitled to the following protection.

- 36  
37 a. Application of Discipline. Any formal discipline of employees shall be applied by the  
38 employee’s direct supervisor, Principal or Superintendent. Discipline shall normally  
39 include documented oral warnings, written warnings, suspension or discharge for just  
40 cause. No employee covered by this agreement shall formally discipline another  
41 employee; provided, however, nothing in this provision shall prevent such employee  
42 from directing the workforce when so assigned by the Employer.  
43  
44 b. An employee subject to discipline shall be afforded the right to have the classification  
45 representative and/or Union representative present.  
46



1 **Section 11.1.3. Investigations and Interrogations.**

2 The employee shall be informed in writing, of the nature of the investigation and whether  
3 the employee is a witness or a suspect before any interrogation commences, including the  
4 name, address, and other information necessary to reasonably apprise the employee of  
5 allegations of such complaint. The written notification shall also advise the employee of  
6 their right to have Union representation present during any and all interviews.  
7

8 **Section 11.1.4.**

9 Any interrogation of an employee shall be at a reasonable hour, when the employee is working,  
10 unless the exigencies of the investigation dictate otherwise.  
11

12 **Section 11.1.5.**

13 The interrogation, which shall not violate the employee’s constitutional rights, shall take place  
14 at the employer’s facility, except when impractical. The employee shall be afforded an  
15 opportunity and facilities to contact and consult privately with the classification representative  
16 and/or Union representative before being interrogated. The classification representative and/or  
17 Union representative shall be present during the interrogation, if requested, but may not  
18 participate in the interrogation except to request a caucus to counsel the employee.  
19

20 **Section 11.1.6.**

21 The questioning shall not be overly long and the employee shall be entitled to such reasonable  
22 intermissions as the employee shall request for personal necessities, telephone calls and  
23 counseling.  
24

25 **Section 11.1.7.**

26 The employee shall not be subject to any offensive language, nor shall the employee be  
27 threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to  
28 obtain the employee’s resignation, nor shall the employee be intimidated in any other manner.  
29 No promises or rewards shall be made as an inducement to answer questions.  
30

31 **Section 11.1.8.**

32 An employee may request an attorney of their choosing to be present during an investigation.  
33 The cost of such attorney shall be paid by the employee requesting such attorney.  
34

35 **Section 11.1.9. Polygraph Test.**

36 No employee shall be required to take or be subjected to any polygraph as a condition of  
37 continued employment.  
38

39 **Section 11.1.10. Substance Abuse Test.**

40 No employee, except those employees required by state or federal law, shall be required to take  
41 or be subjected to any random alcohol or drug testing as a condition of continued employment.  
42

43 **Section 11.2. Indemnification.**

44 **Section 11.2.1.**

45 The Union shall indemnify the employer and save it harmless against any and all claims,  
46 demands, suits or other forms of liability that might arise out of the implementation or  
47 administration of any part of this agreement.  
48



1 **Section 11.3.**

2 All paraprofessionals, except those hired strictly for translation, must have earned a secondary school  
3 diploma or its recognized equivalent, AND must have:

- 4
- 5 (1) completed at least two years of study at an institution of higher education (60 semester hours); or
  - 6 (2) obtained an associate's (or higher) degree; or
  - 7 (3) met a rigorous standard of quality and can demonstrate, through a formal state or local academic  
8 assessment the knowledge of, and the ability to assist in instructing, reading, writing, and  
9 mathematics.
- 10

11 Until such time as the state produces or approves of a formal state academic assessment, the local  
12 academic assessment for paraprofessionals newly hired will be the passage of the entrance  
13 examinations for College Level work at Grays Harbor College in the areas of Reading, Writing and  
14 Mathematics. After the state produces a formal academic assessment all paraprofessionals will be  
15 required to meet the state standards through the completion of the formal state assessment or by  
16 meeting subsections (1) or (2) above.

17

18 Paraprofessionals hired prior to January 8, 2002, must meet the new qualifications by January 8,  
19 2006, except that all paraprofessionals must have earned a secondary school diploma or its  
20 recognized equivalent, regardless of their hiring date. Those hired after January 8, 2002 must meet  
21 those standards as of the signing of this current contract.

22

23 The District agrees to reimburse each paraprofessional employed as of the date of this contract and  
24 not meeting either subsection (1) or (2) above the fee charged to take the state academic  
25 assessment the first time it is taken by the paraprofessional. Costs related to any subsequent  
26 retakes of the test will be the responsibility of the paraprofessional.

27

28 Any paraprofessional not meeting the required state qualifications as required by the state and in  
29 this contract as of January 8, 2006 will be discharged as of that date with loss of seniority and  
30 without any rights of re-employment.

31

32 **Section 11.4.**

33 The District shall have the right to hire temporary seasonal labor (Christmas break, spring break  
34 and summer break) at no less than \$12.00 per hour to assist with general maintenance of the  
35 District. First consideration will be given to interested members of the bargaining unit. Such labor  
36 shall not decrease hours of current employees.

37

38

39

40 **ARTICLE XII**

41

42 **INSURANCE AND RETIREMENT**

43

44 **Section 12.1. Health and Welfare.**

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

1 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide  
2 funding for all bargaining unit members and their dependents as required by State law, the State  
3 Operating Budget, and the School Employee’s Benefit Board (SEBB). Inclusive of employer funding  
4 will be payment of the retiree carve-out for all eligible employees, as provided by the state.

5  
6 **Section 12.2.**

7 Employees shall be allowed to participate in the VEBA III program. VEBA III has been  
8 established by the VEBA Board of Trustees to allow eligible school district employees in the State  
9 of Washington to have remuneration for unused sick leave deposited into a VEBA Post-Retirement  
10 Medical Reserve Trust Account on their behalf. The Employer shall provide the specific  
11 information on this benefit upon request and to all new hires.

12  
13 **Section 12.3.**

14 The District shall make required contributions for industrial insurance on behalf of all employees  
15 subject to this Agreement.

16  
17 **Section 12.4.**

18 The District shall make contributions to an Unemployment Compensation Fund requisite to  
19 providing unemployment benefits for all employees subject to this Agreement.

20  
21 **Section 12.5.**

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

25  
26 **Section 12.6.**

27 Employees shall be provided with Employer paid life insurance coverage in the amount of fifty  
28 thousand dollars (\$50,000). If offered by the provider, employees shall be permitted to purchase  
29 additional coverage at their own expense.

30  
31  
32 **ARTICLE XIII**

33  
34  
35 **STAFF DEVELOPMENT**

36  
37 **Section 13.1.**

38 The District recognizes the benefits of offering training opportunities to its employees in order to  
39 achieve a higher level of individual competence and quality of work performance. Each year of this  
40 agreement the District shall make a minimum of \$2,000 available to the employees subject to this  
41 agreement for costs for requested professional development training. Such payment and/or  
42 reimbursement shall be limited to \$350 per employee per year on a first-come, first-serve basis. Such  
43 training shall be in consultation with and approved by the employee’s supervisor. In the event the  
44 \$2,000 is not completely utilized by May 1 of each year, employees may, on a first-come, first-serve  
45 basis, receive payment and/or reimbursement for additional training beyond the \$350 limit referred to  
46 above. Any funds as stated in this section not used in any particular year shall not be carried over into  
47 the next fiscal year. Funding sources shall include District funds, state and federal categorical  
48 programs, legislative funding, grants and other available funds.



1 **Section 13.2. Training.**

2  
3 **Section 13.2.1.**

4 Employees mandated by the District and/or the State of Washington to attend training courses,  
5 as a condition of employment, shall be compensated at the employee’s applicable rate of pay.  
6 The employer shall pay for tuition or registration fees and reasonable expenses incurred  
7 incident to attendance. Travel time will be paid at the employees regular rate with prior  
8 approval of building administrator. If those hours are above 40 hours per week they will be  
9 paid at the overtime rate.

10  
11 Medical examinations, including drug and alcohol screens, CDL, DOT physicals, first aid,  
12 CPR, finger-printing, and health cards required as a condition of employment shall be paid  
13 by the District.

14  
15 **Section 13.2.2.**

16 Voluntary attendance at non-required training courses, for the purpose of individual career  
17 enhancement, shall not be considered compensable time, provided that the following four  
18 general principles are met:

- 19  
20 a. Attendance must occur outside the employee’s regular hours; and  
21  
22 b. Attendance must in fact be voluntary (it is not voluntary if attendance is required by  
23 the Employer or if the employee is led to believe that non-attendance will prejudice  
24 work conditions or employment standing); and  
25  
26 c. The employee must do no productive work while attending; and  
27  
28 d. The program, lecture, or meeting should not be directly related to the employee’s  
29 job. (It is directly related to the employee’s job if it aids the employee in handling  
30 the employee’s present job better, as distinguished from teaching the employee  
31 another job or a new or additional skill).

32  
33 **Section 13.3.**

34 District agrees to comply with State Law regarding Paraeducator training requirements. The district  
35 will provide training for paraeducators, upon the approval of the principals.

36  
37  
38 **ARTICLE XIV**

39  
40  
41 **GRIEVANCE PROCEDURE**

42  
43 **Section 14.1.**

44 The purpose of this Article is to provide a prompt settlement of employee grievances over the  
45 interpretation or application of the specific terms of this Agreement.

46  
47 **Section 14.1.1.**

48 A grievance is defined as an alleged violation of a specific section of this Agreement.



1 **Section 14.2. Grievance Steps.**

2  
3 **Section 14.2.1.**

4 The employee shall first discuss the grievance with the immediate supervisor. All grievances  
5 not brought to the immediate supervisor in accordance with the preceding sentence within  
6 fifteen (15) work days of the occurrence of the grievance shall be invalid and subject to no  
7 further processing.

8  
9 **Section 14.2.2.**

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

- 13 a. The facts on which the grievance is based,  
14 b. A reference to the provision in this Agreement which have been allegedly violated, and  
15 c. The remedy sought.

16  
17 The employee shall submit the written statement of grievance to the immediate supervisor for  
18 reconsideration and shall submit a copy to the superintendent. If the employee wishes, the  
19 employee may be accompanied by a Union representative at subsequent discussions or  
20 meetings.

21  
22 The parties will have five (5) work days from submission of the written statement of grievance  
23 to meet in an effort to resolve it. Within three (3) work days from the date of that meeting the  
24 immediate supervisor shall provide the grievant with a written statement indicating the  
25 disposition of the grievance.

26  
27 **Section 14.2.3.**

28 If no settlement has been reached as a result of the preceding paragraph, and the Union believes  
29 the grievance to be valid, a written statement of grievance shall be submitted within ten (10)  
30 work days to the District Superintendent or the Superintendent's designee. After such  
31 submission, the parties will meet within five (5) work days in an effort to resolve the grievance.  
32 Within five (5) work days of the conclusion of that meeting the superintendent/designee shall  
33 issue a written statement indicating the disposition of the grievance.

34  
35 **Section 14.2.4.**

36 If no settlement has been reached as a result of the preceding paragraph, and if the Union still  
37 believes the grievance to be valid, the Union may request arbitration.

38  
39 **Section 14.3.**

40 If the Association is not satisfied with the disposition of the grievance at the previous step, the  
41 Association can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall  
42 be selected by the American Arbitration Association in accord with its rules, which shall likewise  
43 govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to  
44 assert, in such arbitration proceeding, any grounds not previously disclosed to the other party.

45  
46 The arbitrator shall be without power to authority to render a decision which could require the  
47 commission of an act prohibited by law or which is contrary to the terms of the agreement. The  
48 arbitrator shall have no power to add to, subtract from, modify, or amend any of the terms of this

1 agreement. The arbitrator shall have no power to substitute his/her discretion for that of the board in  
2 any matter that has not been specifically contracted away by the board via the express terms and  
3 conditions of this agreement. The arbitrator shall be without power or authority to assess punitive  
4 damages against either party. The decision of the arbitrator will be submitted to the Association and  
5 the board and will be final and binding upon them. The costs and expenses of the arbitrator will be  
6 borne equally by the Association and by the District. All other costs will be borne by the party  
7 incurring them.

## 11 ARTICLE XV

### 13 SALARIES AND EMPLOYEE COMPENSATION

#### 15 **Section 15.1.**

16 Employees shall be compensated in accordance with the provisions of this agreement for actual time  
17 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours  
18 worked, and rates paid with each paycheck.

#### 20 **Section 15.1.1.**

21 An employee who performs work in a higher paying classification will be paid at the rate of  
22 the higher classification for such work performed, providing the position is at least three (3)  
23 hours or more per day.

#### 25 **Section 15.2.**

26 Salaries for employees subject to this agreement are contained in Schedule A attached hereto and by  
27 this reference incorporated herein.

#### 30 **Section 15.2.1.**

31 Employees hired between September 1 and the last day of February shall be considered as  
32 employees for a full year as of September 1 of the year following their hiring. Employees hired  
33 between March 1 and August 31 shall not be eligible to advance on the salary schedule until  
34 September 1 of the second school year that follows the school year in which they were  
35 employed.

#### 36 **Section 15.2.2.**

37 Any employee who moves to a new job position or classification shall be placed on the step  
38 reflecting their years of service with the District. This would not reflect their seniority.

#### 40 **Section 15.3. Employee Business Expenses.**

41 Employees shall be reimbursed for authorized expenses incurred while performing work assignments  
42 including, but not limited to, the following:

- 44 a. Mileage, at the maximum IRS business mileage rate, for travel between work sites via  
45 private vehicle, or during travel via private vehicle while on District business.
- 46 b. Lodging, for private room while on District business, including overnight  
47 transportation department work assignments.

- 1 c. Meals, at the District established rate, while on District business which requires that  
2 the employee remain on duty during normal meal periods outside the employee's  
3 regularly schedule shift, including transportation department work assignments.  
4

5 **Section 15.4. Expense Advance.**

6 In the event that an employee is required to travel on District business, including transportation  
7 department work assignments, and the employee so requests, the District shall issue a travel advance in  
8 an amount sufficient to provide that employee with funds to meet anticipated expenses.  
9

10 **Section 15.5.**

11 In a school year of less than one hundred eighty (180) days, employees shall receive the equivalent  
12 number of professional development days needed to equal 180 days. The length of each professional  
13 development day will be the same as the length of that employee's workday or workdays related to  
14 employee's job.  
15  
16  
17

18 **ARTICLE XVI**

19 **TERM AND SEPARABILITY OF PROVISIONS**  
20  
21

22 **Section 16.1.**

23 The term of this agreement shall be September 1, 2022 to August 31, 2026.  
24

25 **Section 16.2.**

26 All provisions of this agreement shall be applicable to the entire term of this agreement  
27 notwithstanding its execution date, except as proved in the following section.  
28

29 **Section 16.3.**

30 This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which  
31 occurs following execution of this Agreement. Either party may demand the contract be reopened  
32 when legislation enacted affects the terms and conditions herein or creates authority to alter personnel  
33 practices in public employment.  
34

35 **Section 16.4.**

36 This agreement may be reopened and modified at any time during its term upon mutual consent of the  
37 parties in writing, provided, however, that any raise provided for by the state legislature will be passed  
38 onto employees.  
39

40 Wages for 2022-2023 will be increased by eight percent (8%) for all classifications.  
41

42 For 2023-2024, wages will be increased by two percent (2%) or IPD, whichever is greater.  
43

44 For 2024-2025, wages will be increased by two percent (2%) or IPD, whichever is greater.  
45

46 For 2024-2025, wages will be increased by two percent (2%) or IPD, whichever is greater.  
47  
48

1 **Section 16.5.**

2 If any provision of this agreement or the application of any such provision is held invalid, the  
3 remainder of this agreement shall not be affected thereby.  
4

5 **Section 16.6.**

6 Neither party shall be compelled to comply with any provision of this agreement which conflicts with  
7 State or Federal statutes or regulations promulgated pursuant thereto that were enacted prior to the  
8 effective date of this agreement.  
9

10 **Section 16.7.**

11 In the event either of the two (2) previous sections is determined to apply to any provision of this  
12 agreement, such provision shall be renegotiated pursuant to Section 16.3.  
13

14 **Section 16.8.**

15 The Union recognizes the right of the District to alter terms and conditions of employment so long as  
16 the terms of this agreement are not violated. The Union recognizes the right of the District to contract  
17 for bargaining unit services. The terms of this agreement shall supersede any rules, regulations,  
18 policies, or practices of the District which are contrary to or inconsistent with its terms. It is agreed that  
19 all terms and conditions of employment that were in place prior to the date of this agreement have been  
20 eliminated and replaced by the terms of this agreement. The Union additionally expressly waives  
21 bargaining for the duration of this agreement on all terms and conditions of employment that are not  
22 listed herein. The employer reserves the right to determine the qualifications of employees and the  
23 quality of their work performance. The District retains all of its rights except as those rights are  
24 expressly relinquished.  
25  
26  
27

28 **ARTICLE XVII**

29 **WORK STOPPAGE/PROHIBITED ACTS**

30  
31 **Section 17.1.**

32 The employees shall not cause or engage in any work stoppage, strike, mass sick out, slowdown, or  
33 other interferences with District functions. Further, it is agreed that the employees shall not resort to  
34 any form of economic pressure or coercion in support of their positions as to any dispute between the  
35 parties. Employees who engage in any of the foregoing actions shall be subject to such disciplinary  
36 actions as may be determined by the Employer up to and including termination of employment with  
37 the District.  
38

39  
40 **Section 17.2.**

41 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in actions  
42 prohibited by Section 17.1 above.  
43

44 **Section 17.3.**

45 In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the  
46 Employer shall, as soon as possible, attempt to notify the Union of the alleged breach.  
47  
48



1 **ARTICLE XVIII**

2 **WORKPLACE SAFETY**

3 **Section 18.1.**

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

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16  
17  
18 PUBLIC SCHOOL EMPLOYEES  
19 OF WASHINGTON / SEIU LOCAL 1948

20  
21  
22  
23 PUBLIC SCHOOL EMPLOYEES OF  
24 SOUTH BEND #1218

SOUTH BEND SCHOOL DISTRICT #118

25  
26  
27 BY: \_\_\_\_\_  
28 Anna E. Barile, Chapter President

BY: \_\_\_\_\_  
Chuck Spoor, Chairperson, School Board

29  
30  
31  
32 DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Jon Tienhaara, Superintendent

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36 DATE: \_\_\_\_\_  
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**Schedule A**  
**South Bend School District**  
**September 1, 2022 – August 31, 2023**

	<b>Step I Start</b>	<b>Step II After 1 year</b>	<b>Step III After 5 Years</b>	<b>Step IV After 7 Years</b>	<b>Step V After 14 Years</b>	<b>Longevity STEP V</b>	<b>Step VI After 20 Years</b>	<b>Longevity STEP VI</b>
Paraeducator	\$16.91	\$18.61	\$19.16	\$19.36	\$19.52	\$20.40	\$19.93	\$21.05
Special Ed Paraeducator	\$17.86	\$19.65	\$20.23	\$20.39	\$20.54	\$21.48	\$20.94	\$21.90
Bilingual Paraeducator	\$17.36	\$19.11	\$19.67	\$19.87	\$20.02	\$20.92	\$20.41	\$21.34
Lead Teacher	\$20.04	\$22.05	\$22.58	\$22.76	\$22.89	\$23.93	\$23.25	\$24.31
Lead Asst. Teacher	\$17.86	\$19.65	\$20.23	\$20.39	\$20.54	\$21.48	\$20.94	\$21.90
ECEAP Asst. Teacher	\$16.91	\$18.61	\$19.16	\$19.36	\$19.52	\$20.40	\$19.93	\$20.83
Early Achiever Coach	\$20.04	\$22.05	\$22.58	\$22.76	\$22.89	\$23.93	\$23.25	\$24.31
Early Learning Program Supervisor	\$20.67	\$22.73	\$23.36	\$23.53	\$23.68	\$24.76	\$24.07	\$25.17
Family Educator/Home Visitor	\$18.05	\$19.86	\$20.39	\$20.55	\$20.71	\$21.65	\$21.10	\$22.05
Child Care Assistant	\$16.91	\$18.61	\$19.16	\$19.36	\$19.52	\$20.40	\$19.93	\$20.83
Library Paraeducator	\$17.20	\$18.91	\$19.48	\$20.07	\$20.25	\$21.16	\$20.65	\$21.58
Food Service Assistant	\$16.91	\$18.61	\$19.16	\$19.36	\$19.52	\$20.40	\$19.93	\$20.83
Food Services	\$19.18	\$21.10	\$21.75	\$21.96	\$22.10	\$23.10	\$22.49	\$23.50
Head Cook	\$22.20	\$24.43	\$25.20	\$25.43	\$25.57	\$26.74	\$25.95	\$27.13
Custodian	\$19.88	\$21.87	\$22.54	\$22.77	\$22.90	\$23.94	\$23.31	\$24.38
Grounds/Custodial	\$21.44	\$23.57	\$24.27	\$24.43	\$24.59	\$25.70	\$24.98	\$26.11
Maintenance Helper	\$21.44	\$23.57	\$24.27	\$24.43	\$24.59	\$25.70	\$24.98	\$26.11
Secretary	\$20.67	\$22.73	\$23.36	\$23.53	\$23.68	\$24.76	\$24.07	\$25.17
Transportation	\$21.64	\$23.80	\$24.54	\$24.76	\$24.93	\$26.06	\$25.34	\$26.48
Elem Front Office Health Aide	\$18.53	\$20.23	\$20.78	\$20.98	\$21.14	\$22.19	\$21.55	\$22.63

\*Employees with 15 or more years district experience receive 5% over their 17-18 salary

\*Paraprofessional substitutes will be paid at \$15.00 per hour.

\* Substitute bus drivers will be paid the first step wages for regular employee bus drivers.

\* No standby pay, bus drivers will be paid their regular wages.

\*All other classification substitutes will be paid at \$15.00 per hour.

\*District will reimburse all CDL state requirements that have a cost to new bus drivers, upon completion and employment with the district as a bus driver.

