

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PASCO SCHOOL DISTRICT #1

AND

PUBLIC SCHOOL EMPLOYEES OF PASCO

**(SECRETARIES, NUTRITION SERVICES,
PARAEDUCATORS, AND SPECIALISTS)**

SEPTEMBER 1, 2023 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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1 **Section 1.5.**

2 If a position is posted and filled as a temporary position, the position will be reposted and filled as a
3 regular position if it continues into the next school year. This shall not apply to BEA-funded (cross
4 walk, duty, and time-out/student supervision) positions, or to any leave replacement positions;
5 provided, however, that the District will make every effort to include this time in the employee’s
6 contracted time within fourteen (14) workdays from the first day of school. The temporary time may be
7 renewed the following year based on District need, but discontinuation of temporary time does not
8 constitute a reduction in force.

9
10 **Section 1.6.**

11 Temporary assignments shall not exceed one (1) school year, or a portion thereof if the position begins
12 after the start of the school year, except in the case of a leave of absence replacement. Temporary
13 assignments and leave of absence replacements shall be compensated in accordance with Schedule A
14 and shall have full rights to the Collective Bargaining Agreement (CBA) provisions. Should an
15 employee in a temporary position be hired as a regular employee into a similar position, all time spent
16 as a temporary employee shall be counted toward the completion of their probationary period.
17 Temporary employees shall be evaluated subject to the same provisions under Section 11.1.

18
19 **Section 1.7.**

20 Substitute employees shall be compensated in accordance with the Schedule A.

21
22 **Section 1.7.1.**

23 Substitute employees shall have no rights to the CBA except where expressly included in the
24 CBA.

25
26
27 **ARTICLE II**

28
29 **RIGHTS OF THE EMPLOYER**

30
31 **Section 2.1.**

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

39
40 **Section 2.1.1.**

41 In the event that a position changes from monolingual to bilingual, the Public School
42 Employees of Washington/SEIU Local 1948 (PSE) Chapter representative from the affected
43 classification may be solicited for input.

44
45 **Section 2.2.**

46 The right to make rules and regulations shall be considered acknowledged functions of the District. In
47 making rules and regulations relating to personnel, policies, procedures, and practices, and matters of



1 working conditions, the District shall give due regard and consideration to the rights of the Association
2 and the employees and to the obligations imposed by this Agreement.
3

4 5 **ARTICLE III**

6 7 **RIGHTS OF EMPLOYEES**

8 9 **Section 3.1.**

10 The District shall not directly or indirectly interfere with, restrain, coerce, or discriminate against any
11 employee in the exercise of the employee's right to join or not to join and assist the Chapter. The
12 freedom of such employees to assist the Chapter shall be recognized as extending to participation in
13 the management of the Chapter including presentation of the views of the Chapter to the Board of
14 Directors of the District or any other group or individual.
15

16 **Section 3.2.**

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

20 **Section 3.3.**

21 Each employee shall be allowed to see material placed in their personnel file. Requests to view the file
22 shall be made during normal working hours at the District Employee Services Office. Inspection of the
23 personnel file shall be in the presence of the District Employee Services Director or designee.
24 Derogatory material contained in the file may be removed upon written request eighteen (18) months
25 after its placement in the file. Derogatory material shall be removed upon written request three (3)
26 years after its placement in the file unless the material relates to serious misconduct or conduct of a
27 repetitive nature. Derogatory material as herein referenced shall include reprimands and letters of
28 warning. Evaluative material shall not be removed.
29

30 **Section 3.4.**

31 Employees subject to this Agreement have the right to have Association representatives or other
32 persons present at discussions between themselves and supervisors or other representatives of the
33 District as hereinafter provided.
34

35 **Section 3.5.**

36 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
37 exclusive of compensation for services rendered to appropriate officials of the Association.
38

39 **Section 3.6.**

40 Neither the District, nor the Association, shall discriminate against any employee subject to this
41 Agreement on the basis of race; creed; color; national origin; citizenship or immigration status; religion; sex
42 (including pregnancy, gender identity, and sexual orientation); honorably discharged veteran or military status;
43 age (forty [40] or older); genetic information; the presence of any sensory, mental, or physical ability; or
44 the use of a trained dog guide or service animal by a person with a disability.
45

46 **Section 3.7.**

47 Release time for Pasco PSE members requested by the Public School Employees of Washington/SEIU
48 Local 1948 (PSE) State organization may be granted to the employee. All costs associated with the

1 employee's absence will be reimbursed by PSE of Washington. Requests for release time will be handled
2 through the Director of Employee Services or designee.

3
4 Members who represent Public School Employees of Washington/SEIU Local 1948 (PSE) at the State
5 level shall notify the District no less than two (2) weeks prior to the day of the requested leave by
6 email. The District representatives shall check for Substitute availability and assign a Substitute to
7 cover the representative's proposed leave. The employee shall receive confirmation of the District's
8 ability to cover the shift no later than one (1) week prior to the proposed leave day. Failure to respond
9 to the employee with a minimum of one (1) week's notice of the proposed meeting shall guarantee the
10 employee leave for Union business.

11
12 **Section 3.8.**

13 Applicability of Public Disclosure Laws: Nothing in this Agreement precludes the District from
14 providing documents in accordance with public disclosure laws. The District will notify the employee
15 prior to the release of any requested record. Employees shall have four (4) business days to notify the
16 District if they plan to file an injunction blocking the request.

17
18
19 **ARTICLE IV**

20
21 **APPROPRIATE MATTERS FOR CONSULTATION & NEGOTIATION**

22
23 **Section 4.1.**

24 It is agreed and understood that matters appropriate for consultation and negotiations are defined in
25 RCW 41.56.030 (4), which shall include negotiations on hours, wages, grievance procedures and
26 general working conditions.

27
28 **Section 4.2.**

29 It is further recognized that this Agreement does not alter the responsibility of either Party to meet with
30 the other Party to advise, discuss, or consult regarding matters concerning working conditions not
31 covered by this Agreement.

32
33 **Section 4.3.**

34 There shall be no sub-contracting unless it is negotiated with the appropriate bargaining unit.

35
36 **Section 4.4. Labor Management Meetings.**

37 Labor Management Committee meetings shall be scheduled monthly. Should there be a need to cancel
38 the scheduled meeting, the PSE Representative/Director of Employee Relations shall communicate
39 with the other group one (1) weeks prior to the scheduled meeting. The PSE Labor Management
40 Committee shall consist of all members of the Chapter's Executive Board per unit and or unit
41 representatives who shall meet with a representative from Employee Services and appropriate District
42 personnel as determined by the District on a regular basis to discuss matters on a mutually created
43 agenda.

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ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1.

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may consult with the District on complaints without a grievance being made by an individual employee.

Whenever Association representatives, grievant, or witnesses are mutually scheduled with the Administration’s representatives to participate in negotiations or grievance hearings during work hours, said representative shall suffer no loss of pay. Should negotiations with the employer occur outside the employee’s regular workday, such time shall be paid for by the employer.

Release time shall be granted in accordance with Section 3.7 to ensure that it does not cause disruption to the educational environment. The district shall provide reasonable notice to the employee to ensure association representation is available.

Section 5.1.1.

The District will notify the employee of their right to representation by the Association in any meeting which could reasonably lead to disciplinary action.

Section 5.2.

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington/SEIU Local 1948 (PSE) to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the School District on-site administrator of their arrival. Visits will not interfere with performance of job assignment.

Section 5.3.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 5.4.

The District will provide a seniority list annually to each job classification as defined in Section 1.3 by October 1 each year.

Section 5.5. New Hire Notification.

The District shall provide membership@pseofwa.org and the President or their designee excel (xlsx) format or an editable digital file format of the: address, personal phone number, classification, job title, work location, work and personal email address of all newly hired bargaining unit employees,



1 including their name, title of position, and worksite location within five (5) workdays of approval by
2 Board.

3
4 **Section 5.6.**

5 The Association reserves and retains the right to delegate any right or duty contained herein to
6 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State
7 Organization.

8
9 **Section 5.7.**

10 An integral part of each employee's tenure with the District is an understanding of this Agreement and
11 the role of the Association in the employment setting. Each new employee, as part of her/his
12 orientation, shall be offered the opportunity to a thirty (30) minute session where they will receive an
13 overview of the Association and the contract. The Parties agree that it is highly beneficial for all
14 bargaining unit employees to receive a comprehensive new employee orientation as soon as possible,
15 of which shall occur no later than ninety (90) days after the employee is hired during the new
16 employee's regular work hours at the employee's regular worksite, or at a location mutually agreed
17 upon by the employer and exclusive bargaining unit representative pursuant to RCW 41.56.037.

18
19 The Association Orientation Session will be conducted by a representative designated by the
20 Association to be scheduled by the Association representative once a month if needed. The Association
21 will provide the District with copies of all materials which will be distributed during the session.

22
23 **Section 5.8. Association Leave.**

24 Designated representatives of the Association shall be provided with release time to conduct Union
25 business up to a maximum of ten (10) days per year. Such leave shall be subject to the following:

- 26
27 1. The released days shall be with full pay and the Association shall pay to the District all costs
28 for the Substitute if one is necessary.
 - 29
30 2. Whenever possible, notification of the leave shall be submitted two (2) working days before the
31 leave is to take place.
 - 32
33 3. The use of this leave may be half-day, or whole-day increments if Substitutes are needed. If a
34 Substitute is not needed, leave may be taken in hourly increments.
 - 35
36 4. Each year, the Association shall inform the Superintendent or designee of the names of all
37 Association Officers to facilitate use of this leave.
 - 38
39 5. In the event that another Association member uses this leave, the Association President shall
40 notify the employer that use of Association leave has been approved by the Chapter.
 - 41
42 6. This release time does not include meetings requested by the District.
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ARTICLE VI

HOURS OF WORK

Section 6.1.

A full-time shift shall consist of eight and one-half (8½) hours, including a thirty (30) minute uninterrupted unpaid lunch period as near the middle of the shift as is practicable, or nine (9) hours including a sixty (60) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also includes a fifteen (15) minute first half and fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. The supervisor shall determine the designated lunch period.

Section 6.1.1.

Employees required by their supervisor to work through their regular lunch periods will be given time to eat at a time designated by the supervisor. In the event the District requires an employee to forego their lunch period, and the employee works their entire shift including the lunch period, they will be compensated for the foregone lunch period. The alternative lunch period will not be more than one (1) hour before or after the regularly scheduled lunch period.

Section 6.2.

In the event an employee is assigned to a shift less than the full-time work shift as previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) continuous hours of work. Shifts of four (4) continuous hours or more may schedule a thirty (30) minute uninterrupted unpaid lunch period as near the middle of the shift as is practicable. The immediate supervisor shall determine the designated lunch period. Employees may waive their meal period if the supervisor is in agreement.

Section 6.2.1. Job Sharing.

An employee may request to resign a portion of their position. If the District agrees, the other portion of the position if filled, will be posted in accordance with the Collective Bargaining Agreement. All benefits will be prorated.

Section 6.3.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday except as provided in Section 6.3.1.

Section 6.3.1.

For Tutors, Guidance Specialists, Home Visitors, Signers/Interpreters, And Translators a five (5) day workweek shall be arranged to allow for maximum flexibility. Hours are to be determined based upon the immediate supervisor's recommendations. Forty (40) hours per week will be considered full-time employment.

Section 6.4.

Each employee shall be assigned to a definite and regular work shift and workweek, which shall not be changed without prior notice to the employee of ten (10) workdays, except in case of emergency. The ten (10)-day notice period may be waived by the employee. Employees may request an extension of up to ten (10) additional days by submitting a request in writing to Employee Services.

1 **Section 6.4.1.**

2 In work years that have over two hundred sixty (260) workdays, twelve (12) month employees
3 shall be awarded additional days off equal to the number of workdays over two hundred sixty
4 (260) to be taken in conjunction with the 4th of July holiday.

5
6 **Section 6.5.**

7 For all employees, in the event of unusual school closure due to inclement weather, plant inoperation
8 or the like, the District will notify employees by notification (and/or website message and/or text
9 messaging service) that school will be closed. The District will telephone employees (via telephone
10 tree) who normally report in or leave for work prior to normal notification. If notification is not made
11 via website or text messaging service prior to forty-five (45) minutes before the employee's scheduled
12 reporting time on the day of the closure and an employee reports to work, the employee will receive
13 two (2) hours pay. Twelve (12) month employees will be expected to work during a school closure.
14 Other employees will not work when school is closed. They will make up the day when rescheduled.

15
16 **Section 6.5.1.**

17 If conditions prohibit an employee from reporting for work, the employee must contact their
18 supervisor as soon as possible. Employees who notify the District that they are unable to report
19 for work due to inclement weather will have the option of being placed on emergency leave or
20 making up the missed time. Employees who do not notify the District will not be compensated
21 for time not worked. Employees may make up the time within two (2) weeks of the day the
22 work was missed, provided this will not put the employee into overtime. Employees who work
23 forty (40) hours per week will need to make up the time during the same work week.

24
25 **Section 6.6.**

26 When an employee performs work in a classification that pays higher than the employee's regular
27 classification, the employee shall receive the rate of pay for the higher classification while performing
28 work in that classification. Employees temporarily assigned to perform duties in a lower classification
29 will not suffer a loss in wages or hours.

30
31 **Section 6.7.**

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

34
35 **Section 6.8. For Nutrition Service:**

36 Seasonal fluctuations of hours worked due to number of students fed, may have the hours increased at
37 the Supervisor's discretion without putting the job out for bid, provided that any change that carries
38 into the following school year will be put out for bid during the month of September.

39
40 **Section 6.9. For Nutrition Service Only:**

- 41 A. An employee required to attend a regularly scheduled meeting (i.e., staff meeting, Unit Manager
42 or Cashier Meeting) shall not be entitled to call-back time under Article VI, Section 6.7 of the
43 Collective Bargaining Agreement and shall be compensated for actual time worked.
- 44
- 45 B. An employee required to attend a regularly scheduled meeting (i.e. staff meeting, Unit Manager
46 or Cashier Meeting) which has been rescheduled by the District shall not be entitled to call-back
47 time under Article VI, Section 6.7 of the Collective Bargaining Agreement and shall be
48 compensated for actual time worked, provided notification of the cancellation or rescheduling of

1 the meeting is provided to employees a minimum of twenty-four (24) hours in advance. Should a
2 meeting be cancelled or rescheduled without twenty-four (24) hours of advance notice,
3 employees shall receive a minimum of two hours' pay.
4

5 C. An employee required to attend a meeting other than a regularly scheduled meeting shall be
6 eligible for a minimum of two hours call-back pay as allowed in Article 6.7 if the start time of the
7 meeting is scheduled for more than thirty (30) minutes after the employee's regular shift ends.
8

9 D. An employee required to attend a meeting other than a regularly scheduled meeting shall not be
10 eligible for a minimum of two hours call-back pay as allowed in Article VI, Section 6.7 if the
11 start time of the meeting is scheduled for thirty (30) minutes or less after the employee's regular
12 shift ends. Instead, the employee's regular shift shall be continued through the duration of the
13 meeting, and the employee shall be compensated for actual time worked.
14

15 **Section 6.10. Bus Attendant Assignments.**

16 A. Bus Attendants hired in regular (not temporary or Substitute) positions by the first day of the
17 school year will be eligible to bid for an assigned route according to the procedures outlined in
18 this section.
19

20 B. Bus Attendant bidding will begin on the same day as the Bus Driver bidding; if not possible,
21 bidding will begin on the next business day. If bidding is set on the same day as the Driver
22 bidding, the actual bidding will start after twenty (20) Special Education Bus Drivers have
23 selected their routes.
24

25 C. The District will determine the routes available for bidding and a location and starting time for
26 the bidding process. During the bidding process, bid sheets will be posted that include the
27 requirements of the assignment, work hours, and route number. The names of the assigned
28 Drivers, if known, may be posted, or obtained verbally from the Bid Committee designee during
29 bidding.
30

31 D. Medical Leave: An eligible Bus Attendant who is on a leave of absence approved by Employee
32 Services on the day of the bid will be allowed to bid only if the duration of the leave is scheduled
33 (as approved) to end twenty (20) workdays or less from the date of the bid. If an eligible Bus
34 Attendant will be on leave longer than twenty (20) workdays from the date of the bid, the
35 Attendant will not be allowed to bid on bid day but will have the opportunity to select any open
36 route upon their return. If a Bus Attendant goes on leave during the school year (after bid day)
37 and estimates the leave being longer than twenty (20) workdays, their route shall be posted and
38 subsequently filled according to standard vacancy procedures. Upon return during the same
39 school year, the Bus Attendant will be able to select any open route and is guaranteed the same
40 number of hours as contracted prior to the leave.
41

42 E. A Bus Attendant must be able to perform the essential functions of the job on the day of the bid.
43 If the District has information that a Bus Attendant has physical restrictions that would prevent
44 them from being able to perform the essential functions of the job, the Supervisor or designee and
45 the Bus Attendant will engage in an interactive process to determine if accommodations can be
46 made that allow the Bus Attendant to do all essential functions of the job.
47

- 1 F. Within thirty (30) workdays of bid, the Supervisor or designee will conduct a re-orientation
2 and/or re-training for all Bus Attendants to become familiar with their route.
3
- 4 G. If a regular Bus Attendant does not select a route, or if there are no routes available, the
5 Attendant will be allowed to either apply for any open Paraeducator position for which they are
6 qualified for or will be placed on the Substitute Bus Attendant list. Unless the Bus Attendant is
7 hired into a Paraeducator position, they will be on layoff status according to the terms of the
8 Collective Bargaining Agreement.
9
- 10 H. If a Bus Attendant is displaced from their assigned route during the school year due to the
11 District eliminating a route, the affected Bus Attendant will be allowed to replace the most junior
12 Bus Attendant or will be allowed to apply for any open Paraeducator position for which they are
13 qualified. If the most junior Bus Attendant is displaced, they will be allowed to either apply for
14 any open Paraeducator position for which they are qualified for or will be placed on the
15 Substitute Bus Attendant list. Unless the Bus Attendant is hired into a Paraeducator position, they
16 will be on layoff status according to the terms of the Collective Bargaining Agreement.
17
- 18 I. All Bus Attendant position vacancies (including new positions), including A.M/P.M combination
19 routes, mid-day routes bid separately, will be filled by the following method and will be posted
20 internally for three (3) working days. Prior to posting the permanent route assignment a
21 Substitute Bus Attendant shall be assigned. When a Substitute has assisted on the route for five
22 (5) workdays they shall remain on the route until the opening is filled.
23
- 24 1. For resignation, retirement, termination, or approved leaves of absence (which are more
25 than twenty [20] workdays), the opening will be posted internally and made available to
26 Attendants in order of seniority until the opening is filled. This shall be considered the first
27 move. Upon the Bus Attendants return to work after twenty (20) workdays they shall be
28 guaranteed their contracted hours but not necessarily the same route.
29
- 30 2. The vacancy created by the step above will be repeated four (4) times and the sixth vacancy
31 shall be filled by a Substitute for the remainder of the school year and until the next annual
32 bidding of routes.
33
- 34 J. The Bid Committee shall consist of two (2) Bus Attendants and one (1) Building Representative.
35 All Committee members shall be elected by the Board of Directors for a minimum of two (2)
36 years. Each elected Committee member shall be allowed to continue year to year. For the purpose
37 of ensuring that the Collective Bargaining Agreement (CBA) and guidelines are followed, the
38 Association and the District shall each provide a representative to observe and make any process
39 decisions that may become necessary. No decisions shall be made without the mutual agreement
40 of the Committee members.
41
- 42 a. Bid Process:
43 All dates designated shall be posted on bid announcement sheets.
44
- 45 1. On the designated day, all route corrections will be submitted to the transportation
46 office.
47

2. At the close of business on a second designated day, all routes will be compiled by the Bid Committee and set up for viewing.

Two (2) days prior to bid day, routes will be available for viewing during office hours, 9:30 A.M. – 5:30 P.M. Removal or changes to routes posted shall not be permitted once they are posted unless the change is to increase associated hours. The District shall notify the Bid Committee prior to adding time to any posted route.

Proxy letters for those unable to be in attendance on bid day must be turned in to the Bid Committee no later than the day prior to the actual bid day. The only exceptions will be “emergencies” approved by the Committee. The proxy letter must have the employee’s signature.

b. Bid Day:

1. All Bid Committee representatives shall be present after A.M. routes prior to the start of the bid process.
2. The most senior Attendant will start the bid process and each Attendant will have up to ten (10) minutes to select their routes (A.M. P.M., Mid-day).
3. Attendants are allowed one (1) person of their choice to assist in the bid room. All bidding will stop when the attendants leave for their P.M. routes.
4. The Bid Committee will let individuals know when it is time to stop.
5. Bidding will commence upon the return of all Committee members and then start on the next Attendant eligible to bid.
6. If it is an Attendants’ time to bid and they are not present, the bid timer will be set for ten (10) minutes. After the ten (10) minutes have been exhausted, the attendant will be considered a no-show and their name will be dropped to the bottom of the seniority bid day list.

c. Process/Bid Rules Overview:

1. Attendants enter the bid room by seniority and ten (10) minutes will be set on a timer.
2. No Attendant is allowed to select more than forty (40) hours.
3. Each Attendant may select one (1) A.M., one (1) P.M. and one (1) mid-day if available and desired.
4. Upon leaving the bid room, the Attendant will be required to sign the bottom of the bid sheet. After the Attendant has signed their bid sheet, no change will be permitted. At the time of signature, the Attendant’s selection is considered complete.

1 5. The Attendant then delivers the bid sheet to the dispatch office to inform office staff
2 of their route selection.

3
4 The Attendant will then take the bid sheet to the Secretary's office to finalize the
5 paperwork. If the Secretary finds a timing error (over forty [40] hours), bidding will be
6 stopped, and the Bid Committee will be made aware of the problem, and they shall
7 determine how to proceed.

8
9 **Section 6.10.1. Bus Attendant Substitute Work Assignments.**

10 Substitute Bus Attendants shall have seniority dates from their date of hire as a Substitute Bus
11 Attendant for purposes of assignment as a Substitute only. Substitute Bus Attendant calls shall
12 be made in order of seniority from the most senior to the least senior in rotation. Substitute bus
13 assignment seniority dates shall not transfer to the Paraeducator seniority list for any purpose.

14
15 **Section 6.10.2.**

16 Bus Attendants shall be compensated each day for their total contract time. This includes all set
17 route times for which they are assigned and twenty (20) minutes per day of flex time if the
18 assignment includes only an A.M. and P.M. If an assignment includes a mid-day run, the total
19 contact time shall include thirty (30) minutes per day of flex time. Total time cannot equal
20 more than forty (40) hours per week. The flex time will minimize the need to formally process
21 extra hours for Bus Attendants. Bus Attendants shall be paid for any time worked beyond their
22 total contract time.

23
24 **Section 6.10.3.**

25 Bus Attendants shall be compensated for any and all time they are required to be on duty on a
26 bus and any time when they are unable to be relieved from duty and returned to the bus garage.
27 This does not include duty free lunch and break times which are taken in the field between
28 routes.

29
30 **Section 6.11. Bus Attendant Summer Work.**

31 Bus Attendant summer work shall be awarded as a whole package assignment based on the seniority
32 provisions of the Collective Bargaining Agreement. An employee must be able to work the duration of
33 the assignment they select and are awarded. An employee may not accept assignments that overlap
34 with other awarded assignments.

35
36 **Section 6.12. Adding Students to Existing Routes.**

37 If students are added to existing routes on a permanent basis (fifteen [15] days or more) during the
38 school year and that addition changes the contracted hours for the route, the District shall modify the
39 Attendant's contract to include said time. If there are less than sixty (60) days left of the contract, the
40 time shall be considered extra time, but the contract will not be modified.

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ARTICLE VII

OVERTIME

Section 7.1.

Overtime rate of pay shall be one and one-half (1½) times the hourly rate for the individual employee and will be paid for time worked by District assignment in excess of forty (40) work hours in one (1) week. Overtime must be pre-approved by the supervisor to the extent possible.

Section 7.2. Flex Time.

Whereas the District recognizes the importance of work/life balance and acknowledges the value of occasionally providing employees with the flexibility to manage their work schedules, the District agrees to implement flex time allowing eligible employees to occasionally request alternative work schedules. The decision to accept flex time in lieu of payment is the employee's decision. No employee shall be compelled to take flex time in lieu of compensation.

Request Process:

- (a) Employees seeking to utilize flex time shall submit a written request to their immediate supervisor at least ten (10) workdays in advance specifying the proposed alternative work schedule.
- (b) The supervisor shall respond to the request within five (5) workdays of the request either approving or denying the request. If denied, the supervisor shall provide a written explanation for the decision.

Prior Approval Requirement:

- (a) Flex time arrangements require prior approval from the employee's supervisor. No changes to the regular work schedule shall be implemented without such approval.

Reasonable Restrictions:

- (a) The District reserves the right to impose reasonable managerial restrictions on flex time arrangements, including but not limited to:
 - (i) Maintaining adequate staffing levels during critical school hours.
 - (ii) Ensuring the availability of necessary resources and equipment.
 - (iii) Complying with school system operational requirements and student needs.
 - (iv) Consistency with applicable laws and regulations.

Duration of Flex Time Arrangement:

- (a) Flex time arrangements may be granted for a specified duration, subject to review and renewal by mutual agreement between the employee and the supervisor.

Performance and Attendance:

- (a) Employees utilizing flex time are expected to meet the same performance standards and attendance requirements as those working traditional schedules. Failure to do so may result in the modification or termination of the flex time arrangement.

1 Modification or Termination:

2 The District reserves the right to modify or terminate flex time arrangements based on school needs,
3 operational requirements, or other justifiable reasons. Employees affected by such changes shall be
4 provided with reasonable notice.

5
6
7 **ARTICLE VIII**

8
9 **HOLIDAYS & VACATIONS**

10
11 **Section 8.1. Holidays.**

12 Employees shall receive the following paid holidays that fall within their work year:

- | | |
|--|--|
| 14 1. New Year’s Day | 8. Labor Day |
| 15 2. Day preceding or following New Year’s Day | 9. Veterans’ Day |
| 16 3. Martin Luther King, Jr. Day | 10. Thanksgiving Day |
| 17 4. Presidents’ Day | 11. Native American Heritage Day - (<i>Day after Thanksgiving</i>) |
| 18 5. Memorial Day | 12. Christmas Day |
| 19 6. Juneteenth - (<i>if contracted as part of the normal work year</i>) | 13. Day preceding or following Christmas Day |
| 20 | |
| 21 7. 4 th of July - (<i>if contracted as part of the normal work year</i>) | |
| 22 | |

23
24 **Section 8.1.1. Unworked Holidays.**

25 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
26 at the time the holiday occurs. Employees who are on the active payroll on the holiday and
27 have worked both their last scheduled shift preceding the holiday and their first scheduled shift
28 succeeding the holiday and are not on leave of absence shall be eligible for pay for such
29 unworked holiday. An exception to this requirement will occur if:

- 30
- 31 1. Employees who have exhausted their accrued paid leave can furnish proof satisfactory
32 to the District that because of illness or on approved absence they were unable to work
33 on either of such shifts, and the absence previous to such holiday, by reason of such
34 illness, has not been longer than thirty (30) regular workdays.
- 35
- 36 2. Employees are out on paid sick leave or on approved absence that made the employee
37 unable to work on either of such shifts, and the absence previous to such holiday, by
38 reason of paid sick leave, has not been longer than thirty (30) regular workdays.
- 39

40 **Section 8.1.2. Worked Holidays.**

41 Employees who are required to work on the above-described holidays shall receive twice their
42 base rate for all hours worked on such holidays.

43
44 **Section 8.1.3. Holidays during Vacation.**

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



1 **Section 8.2. Vacations.**

2 Annual vacation with pay shall accrue to secretarial, and other two hundred sixty (260)-day employees
3 at the rate of one (1) workday for each month of continuous service if their employment is continuous
4 for six (6) months or longer. After the completion of the fifth year or beginning with the sixth year of
5 continuous employment, one (1) additional workday of vacation with pay shall be allowed each year
6 through the thirteenth year of employment to a maximum of twenty (20) workdays each year. Entering
7 twenty-two plus (22+) years of employment, twenty-two (22) workdays each year shall be received.

8
9 **VACATION SCHEDULE:**

<u>Entering Year of Service</u>	<u>Vacation Days</u>
0-5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13-21	20
22+	22

21
22 **Section 8.2.2.**

23 Less than full-time secretarial employees subject to this Agreement shall receive vacation with
24 pay prorated based on the schedule in Section 8.2.1 (e.g., ten [10] month employees shall
25 receive 10/12 of full-time employees' schedule).

26
27 **Section 8.2.3.**

28 It is mutually agreed that vacations shall be scheduled at the request of the eligible twelve (12)
29 month employee upon mutual agreement with the immediate supervisor. Less than twelve (12)
30 month employees shall take their vacation at the completion of their working year.

31
32 **Section 8.2.4.**

33 An eligible employee whose hire date is before January 1 shall receive a year's credit for that
34 year for fifth through thirteenth (5th-13th) year additional vacation credit movement on vacation
35 schedules. Employees hired on/after January 1 shall not receive that year as credit for schedule
36 movement. Eligibility for vacation schedule movement shall be determined and will take effect
37 on September 1 (only). At no other time during the year will advancement be permitted, except
38 for errors in interpreting the employee's eligibility for movement as of September 1.

39
40 **Section 8.3.**

41 Time on layoff and time on authorized leave of absence not to exceed one (1) year for twelve (12)
42 month employees and one school year for less than twelve (12) month employees will be counted as
43 continuous service for the purpose of establishing and retaining eligibility dates.

44
45 **Section 8.4.**

46 Any vacation days currently due but unused by the new accrual date each year may be carried over for
47 one (1) year following the accrual date with the approval of the immediate supervisor and
48 administration. No vacation may be carried over for more than one (1) year beyond the date on which



1 it became due; provided, however, no employee shall be denied accrued vacation benefits due to
2 District employment needs.

3
4 **Section 8.5.**

5 Eligible employees who have given at least two (2) weeks written notification of termination shall be
6 entitled to payment for accrued vacation with their last regularly scheduled paycheck.

7
8 **Section 8.6. Vacation for Nutrition Service Employees.**

9
10 **Section 8.6.1.**

11 Annual vacation with pay shall accrue to employees based on their original date of hire at the
12 rate of one (1) workday for each month of continuous service if their employment is continuous
13 for six (6) months or longer.

14
15 **Section 8.6.2.**

16 After the completion of the fifth year of continuous employment, one (1) additional workday of
17 vacation with pay shall be allowed each year beginning with the sixth through the fifteenth year
18 of employment to a maximum of twenty (20) workdays each year.

19
20 **Section 8.6.3.**

21 If an employee works less than full-time on a twelve (12)-month basis, annual vacation shall be
22 accrued on a pro-rated basis.

23
24 **Section 8.6.4.**

25 After the completion of the fifth year of continuous employment, ten (10) month employees
26 shall be allowed additional payment equal to five-sixths (5/6) of a day's pay for each additional
27 year of service beginning with the sixth year through the fifteenth year of employment, or
28 additional payment equal to eight (8) days at five-sixths (5/6) of a day's pay.

29
30
31 **ARTICLE IX**

32
33 **LEAVES & ATTENDANCE**

34
35 **Section 9.1. Leave for Illness, Injury or Emergency, Sick Leave.**

36
37 **Section 9.1.1. Approved Uses of Sick Leave.**

38 Sick leave may be used when an employee must miss work due to any of the following:

- 39
- 40 • For a mental or physical illness, injury, or health condition or if employee needs a
41 medical diagnosis or preventative medical care.
 - 42
 - 43 • If an employee's family member needs care for a mental or physical illness, injury, or
44 health condition, or needs a medical diagnosis or preventative medical care. Family
45 members include employee's child (biological, adopted, foster, step, or another child
46 the employee is legally responsible for), parent (biological, adoptive, foster, step, or
47 someone who was employee's legal guardian or their spouse or registered domestic

1 partner, or a person who was legally responsible for employee when employee was a
2 minor), spouse, registered domestic partner, grandparent, grandchild, or sibling.

- 3
- 4 • If an employee’s workplace or employee’s child’s school or place of care has been
5 closed for any health-related reason by order of a public official.
- 6
- 7 • If an employee is absent from work for reasons that qualify for leave under the state’s
8 Domestic Violence Leave Act (DVLA). Washington State provides victims of domestic
9 violence, sexual assault, or stalking, the opportunity to take time off from work. This
10 leave is available to all employees and qualifying family members. Victims and their
11 family members can use domestic violence leave for: legal or law enforcement
12 assistance and court proceedings, medical and psychological help, help from social
13 service programs, safety planning, and relocating. Additionally, domestic violence leave
14 is not limited by the employee’s available paid leave. The act allows for reasonable
15 amounts of unpaid leave. Employees should contact the Employee Services Department
16 to be approved for use of sick leave or unpaid leave and/or to request reasonable safety
17 accommodations. Employee Services may require that the employee provide
18 documentation to support their request such as police reports, court documents,
19 employee’s written statement, or statement from a provider, clergy, attorney, or victim
20 advocate.
- 21

22 **Section 9.1.2. Earning Sick Leave.**

23 Each employee shall accumulate one (1) day of sick leave for each calendar month worked. A
24 “day” is equal to the average contracted weekly hours divided by five (5) days. The District
25 shall project the number of annual days of sick leave at the beginning of the school year
26 according to the estimated weekly hours the employee is contracted to work that year. The
27 employee shall be entitled to the projected number of days of sick leave at the beginning of the
28 school year. An employee hired between the first day of the month and fifteenth of the month
29 will receive sick leave credit for that month; employees hired after the fifteenth of the month
30 will not begin accumulation of sick leave benefits until the next month. Any unused sick leave
31 days shall be cumulative from year to year up to a maximum of one hundred eighty (180) days.
32 Sick leave benefits shall be paid on the basis of the employee’s hourly rate applicable to the
33 employee’s normal daily work shift at the time sick leave is taken. Sick leave shall be deducted
34 on an hourly basis. Employees who leave the District for any reason and have more sick leave
35 in their sick leave bank than they have earned shall have unearned sick leave deducted from
36 their sick leave bank.

37 **Section 9.1.3 Sick Leave Cash Out.**

38 **Sick Leave Incentive Attendance Program.** The District will apply the provisions of RCW
39 41.04.340, as hereinafter provided: In January employees may request to cash out any amount
40 of unused sick leave that is over sixty (60) days of accumulated leave. Employees must have a
41 balance of at least sixty (60) days after the cash out. The pay rate is one (1) day's monetary
42 compensation for each four (4) days of cashed out sick leave. Cashed out days shall be
43 deducted from accrued leave time.
44
45
46

47 At the time of separation from School District employment due to retirement or death, an
48 employee or employee's estate shall receive a cash out at a rate equal to one (1) day's monetary

1 compensation for each four (4) days of cashed out sick leave. All cash out shall be at the
2 employee's current salary rate at the time of the cash out.

3
4 Requests to cash out sick leave must be directed to Employee Services. Employees should
5 contact Employee Services for the required form.

6
7 **Section 9.1.4. Out of Sick Leave.**

8 When an employee has exhausted their sick leave bank, unless directed otherwise by the
9 employee, additional missed work hours for illness/injury will be deducted from their personal
10 leave bank, if available. If all available leave has been exhausted, the employee will be
11 considered on leave without pay and any hours missed will be deducted from their paycheck.
12 Employees should contact Employee Services immediately to discuss their leave options, as
13 taking leave without pay without approval from Employee Services, per District Policy, may
14 lead to discipline. Also see sections 9.7, 9.8, and 9.9.

15
16 **Section 9.1.5. Temporary Disability and Return to Work Program.**

17 Under certain conditions, an employee may be allowed to temporarily perform a portion of a
18 full load or receive job modifications in a temporary disability period. This may be done only
19 with the approval of the attending physician, the immediate supervisor, and the Director of
20 Employee Services or designee. Each case will be individually considered as to feasibility of
21 proposed work plan or accommodation. Employees are required to contact Employee Services.

22
23 **Section 9.1.6. Physician's Statement.**

24 If an employee is absent for a period of five (5) consecutive days or more due to illness or
25 injury; if an employee is absent and has no accrued sick leave; if the employee has requested
26 and been denied other leave for the same days as the employee takes emergency or sick leave;
27 if the employee is on an attendance improvement plan; or if the supervisor in consultation with
28 an Employee Services administrator has reason to believe an employee's ability to perform the
29 essential functions of the job are impaired, a physician's certificate attesting to the illness or
30 injury and to the employee's fitness to perform their duties may be required at the discretion of
31 the District.

32
33 **Section 9.1.7. Provisions for Emergency Leave.**

34 The District shall grant emergency leave with pay for the following reasons: Illness or
35 hospitalization of a member of the employee's family which necessitates the employee's actual
36 presence; serious damage to personal property; bereavements not covered by the bereavement
37 policy; and legal proceedings in which the court mandates attendance by the employee. Up to
38 five (5) consecutive workdays emergency leave shall be available for each incident. Additional
39 days may be granted at the discretion of the Director of Employee Services or their designee.
40 All paid emergency leave shall be first deducted from accumulated sick leave if sick leave bank
41 has been exhausted, and unless otherwise directed by employee, hours will be deducted from
42 accrued personal leave. If all paid leave banks have been exhausted, the employee will be
43 considered to be on unpaid emergency leave and any missed hours will be deducted from their
44 paycheck.

45
46 The District may grant leave in other emergencies which make it impossible for the employee
47 to work. General conditions under which emergency leave may be granted in "other
48 emergencies" are as follows:

- 1
- 2 A. The problems must have been suddenly precipitated and must be of such a nature that
- 3 planning is not possible, or that planning could not relieve the necessity for the
- 4 employee's absence.
- 5
- 6 B. The problem cannot be one of minor importance or mere convenience but must be
- 7 serious.
- 8

9 **Section 9.2. Personal Leave.**

10

11 **Section 9.2.1. Earning and Using Personal Leave.**

12 Three (3) days of personal leave will be granted to employees each year. An employee who

13 does not work a full contract shall receive personal leave benefits prorated from the full

14 amount. Personal leave may be banked pursuant to Section 9.2.2. Personal leave is allocated in

15 advance during the month of September. It is noncumulative. Personal leave may be used to

16 extend a holiday or during the first and last week of school unless doing so would disrupt

17 District programs. Authorization by the supervisor to use personal leave during these periods of

18 time must be obtained in advance.

19

20 Unearned personal leave days taken during the year will be prorated and deducted from the

21 final paycheck if the employee terminates during the year.

22

23 The employee must submit a written request to their supervisor(s) two (2) days prior to

24 taking said leave. In situations when advance notice cannot be given, the Principal or

25 supervisor shall be notified as soon as possible. A leave request form is to be filed with the

26 employee's supervisor on the day following the leave and sent to payroll.

27

28 Personal leave will be granted on a first come first served basis. No more than two (2) non-

29 Nutrition Services employees per work site may take personal leave on any given day, unless

30 approved by a building administrator.

31

32 **For Nutrition Services Employees:**

33 No more than a unit-wide maximum of six (6) employees may take personal leave on any given

34 day. All leave requests up to the limits provided above shall be approved without question

35 provided the employee has adequate personal leave accruals available to use on the requested

36 date. The Nutrition Services office will keep a published personal day calendar accessible to all

37 employees that clearly indicates the position and number of approved leaves per day.

38

39 Upon request, the name of the employee and the date the request was received in the Nutrition

40 Services office will be made available to the chapter president or other authorized PSE (Public

41 School Employees of Washington/SEIU Local 1948) representative.

42

43 **Section 9.2.2. Personal Leave Cash Out.**

44 Personal leave being cashed out will be cashed out at one hundred percent (100%). Any cash

45 outs will be processed automatically in September for two hundred sixty (260)-day employees,

46 cash outs for all other employees will be processed in August. If any employee cashes out

47 personal leave in those last two (2) years prior to retirement, they will be required to reimburse

48 the District to avoid a retirement system penalty.

1 **Section 9.2.3. Personal Leave Bank.**

2 Employees may elect to bank three (3) personal leave days to carry over into the next school
3 year. Partial days may not be banked. Accumulation of personal leave is limited to six (6) days
4 total (seven [7] days for those who qualify for incentive leave in Section 9.2.2) each year.
5 Banked days shall have no cash value and must be used no later than April 30 of the year into
6 which they are carried over (unless otherwise approved by the employee’s supervisor prior to
7 April 30). Personal leave banking will only be made available to employees who have
8 completed two (2) years of employment with the District. Banked days may not be used during
9 State testing or the first week of school without prior approval.

10
11 Applications to bank personal leave will be accepted between the first and last workdays in
12 March. Requests will be granted on a first-come, first-served basis, up to a limit of fifty (50)
13 employees each year. Employees who wish to bank personal leave must fill out the District
14 application form each year. Banked days will equate to the number of work hours at the time
15 they were earned. (i.e., if an employee banks one [1] day earned at six [6] hours and moves into
16 a seven [7]-hour job the following year, the banked day will carry over as six [6] hours, and the
17 employee will be allowed to take one [1] hour without pay with the banked six [6] hours to take
18 a full workday off.)

19 **Section 9.2.4. Incentive Day Leave.**

20 Employees who have served in the Pasco School District for ten (10) years as of September 1,
21 shall receive an additional day of leave.
22

23 **Section 9.3. Maternity / Paternity / Adoption Leave.**

24 An employee requesting maternity/paternity/adoption or foster care leave shall give written notice to
25 the District at least thirty (30) days prior to the commencement of such leave. When thirty (30) days’
26 written notice is not possible, the employee must give notice as soon as it is practical. The written
27 request for maternity/paternity leave should include a statement as to the expected date of return to
28 employment within thirty (30) days after childbirth the employee or employee designee shall inform
29 the District of the specific day on which they will return to work. Upon the employee’s request, sick
30 leave shall be granted under the sick leave provision contained herein. If eligible, employees will be
31 placed on FMLA while out on this leave. (See Section 9.7). Additionally, employees may be eligible
32 for Washington State Paid Family and Medical Leave (PFML) benefits through the Employment
33 Security Department and may opt to use PFML benefits in lieu of District-paid leave. Please see
34 Section 9.8. An employee returning from maternity/paternity leave shall be placed in their former
35 position or in a similar position in the District.
36

37 **Section 9.4. Judicial Leave.**

38 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
39 as a co-defendant with the District, such employee shall receive a normal day’s pay for each day of
40 required presence in court. On any day that an employee is released from jury duty or as a witness by
41 the court and one half (½) or more of the employee’s scheduled workday remains, the employee shall
42 inform the supervisor/designee and report to work if requested to do so. Any payment for witness fees
43 or jury duty must be remitted to the District pursuant to Policy 5325. If an employee is a party in a
44 court action, such employee may request to utilize emergency leave or request a leave of absence in
45 writing from Employee Services.
46
47



1 **Section 9.5. Bereavement Leave.**

2 Bereavement leave not to exceed five (5) workdays will be allowed with pay immediately after the
3 date of passing or encompassing the funeral/memorial for each death in the immediate family. If
4 extenuating circumstances exist, the employee may request, in writing, an exception from the
5 requirement to the Director of Employee Relations or designee. "Immediate" family means the mother,
6 spouse/legal partner/state registered domestic partner, mother-in-law, father, father-in-law, stepmother
7 or stepfather, son, daughter, stepson or stepdaughter, son-in-law, daughter-in-law, grandparent,
8 grandchild, brother or sister of the employee, sister-in-law or brother-in-law of the employee or any
9 relative living in the immediate household of the employee. A total of two (2) additional days per year
10 will be allowed with pay for persons not listed above and non-family members. Bereavement leave is
11 noncumulative and is not deducted from sick leave. Requests for bereavement leave must specify the
12 name and relationship of the individual who has passed and the date of passing. The District may
13 require proof of death. Proof for the purpose of this leave is defined as obituaries, copy of death
14 certificate and program of service.

15
16 This leave can be used consecutively or split days.

17
18 **Section 9.5.1.**

19 Emergency leave may be granted by the Director of Employee Services or designee for bereavement
20 purposes where the death is not covered by this policy. If the deceased has substantially the same
21 association with the employee as their parent or child would have, then bereavement leave may be
22 granted at the discretion of the Director of Employee Services or designee.

23
24 **Section 9.6. Faith and Conscience Leave.**

25 Employees are entitled to two (2) unpaid days of leave per calendar year for reasons of faith or
26 conscience, or an organized activity conducted under the auspices of a religious denomination, church,
27 or religious organization. This leave must be taken in whole-day increments. If an employee prefers to
28 take the two (2) unpaid days of leave on specific days, the employer must allow the employee to do so
29 unless the employee's absence would impose an undue hardship on the employer, or the presence of
30 the employee is necessary to maintain public safety.

31
32 **Section 9.7. Family and Medical Leave Act (FMLA).**

33 The District shall follow the current Federal Law as to the qualifications and implementations of
34 FMLA. The most current and official information about FMLA can be obtained directly from the
35 Department of Labor website: www.dol.gov/general/topic/benefits-leave/fmla.

36
37 **Section 9.8. Washington State Paid Family and Medical Leave (PFML).**

38 The District shall follow the current Federal Law as to the qualifications and implementations of
39 PFML. The most current and official information about PFML can be obtained directly from the
40 Employment Security Department: <https://paidleave.wa.gov/>.

41
42 **Section 9.9. Unpaid Leaves of Absence.**

43 The Director of Employee Services or designee may grant leave without pay for reasons not listed
44 herein. Such leave may be granted after personal and incentive leaves have been exhausted. Written
45 request for such leave must be submitted in advance through the immediate supervisor to the Director
46 of Employee Services or designee.

1 **Section 9.9.1.**

2 Upon recommendation of the immediate supervisor through administrative channels to the
3 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
4 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
5 granted due to extended illness, one (1) additional year may be granted by action of the Board
6 of Directors.

7
8 **Section 9.9.2.**

9 The returning employee shall be assigned to the same or a similar position as occupied before
10 the leave of absence. Employees hired to fill positions of employees on leave of absence will be
11 hired on a temporary basis. It shall be the responsibility of the employer to inform replacement
12 employees of these provisions.

13
14 **Section 9.9.3.**

15 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
16 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
17 the employee is on leave of absence; provided, however, that if such leave is approved for
18 extended illness or injury, seniority shall accrue. An employee on leave of absence remains
19 eligible for insurance benefits at their own expense.

20
21 **Section 9.9.4.**

22 Such leaves as defined above, if granted, shall state the provision for reemployment. An
23 employee who has been granted a leave of absence shall be entitled to a position as determined
24 by the District in the year following the leave year provided that the employee shall give
25 written notification to the Director of Employee Services or designee of intent to return to
26 employment within the District no later than March 15 of the year in which they will return.

27
28 **Section 9.10. Leave Sharing.**

29 The District and the Association agree that leave sharing is a worthwhile benefit to employees who
30 either have consumed all accumulated leave or will, as a probability, consume all accumulated leave
31 before returning to work. In that regard, the Parties agree as follows:

32
33 **Section 9.10.1. Individualized Eligibility Determination.**

34 An employee may apply for leave sharing provided they have met the following criteria:

- 35
36 1. The employee suffers from, or has a relative or household member suffering from, an
37 illness, injury, impairment, or physical or mental condition which is of an extraordinary
38 or severe nature including but not limited to unexpected surgery and related recovery,
39 and medical conditions that require immediate medical attention; condition must either
40 have caused or be likely to cause the employee to take leave without pay or terminate
41 employment. Written confirmation by a medical doctor will be required; or
42
43 2. The employee has been called to service in the uniformed services; or
44
45
46
47
48



- 1 3. A state of emergency has been declared anywhere within the United States and by
2 Federal or any State government and the employee has needed skills to assist in
3 responding to the emergency or its aftermath and volunteers their services to either a
4 governmental agency or to a nonprofit organization engaged in humanitarian relief of
5 the devastated area, and the governmental agency or nonprofit organization accepts the
6 employee's offer of volunteer services; or
7
- 8 4. The employee is a victim of domestic violence, sexual assault, or stalking; and
9
- 10 5. The employee has depleted all of their sick leave and annual leave reserves or provides
11 written confirmation by a medical doctor that, as a medical probability, the employee
12 will remain unable to return to work until after all remaining leave with pay is
13 consumed; and
14
- 15 6. The employee has diligently pursued and has been found to be ineligible for industrial
16 insurance benefits (if applicable).
17

18 **Section 9.10.2. Applicable Law.**

19 Leave Sharing shall be administered in accordance with RCW 41.04.665.
20

21 **Section 9.10.3. Determination of Degree of Benefit and Conditions & Leave Sharing.**

- 22 1. The employee must provide written documentation from a medical doctor to be eligible
23 for shared leave.
24
- 25 2. The Director of Employee Services or designee and an Association Committee shall
26 determine the amount of leave which the affected employee shall be allowed. This
27 determination shall be made on a case-by-case basis and shall take into account any
28 written documentation provided by the employee.
29
- 30 3. No employee shall receive more than one hundred eighty (180) days of donated leave
31 per contract year.
32
- 33 4. Employee must use all of their own earned paid leave before utilizing donated hours.
34
- 35 5. An employee who has an accrued annual leave (vacation) balance equal to or more than
36 the number of days allowed by RCW 41.04.665 may request to transfer up to the
37 number of days allowed by RCW 41.04.665 to another staff member authorized to
38 receive shared leave. A staff member may not transfer leave that would result in an
39 accrued annual leave balance of fewer than the number of days allowed by RCW
40 41.04.665.
41
- 42 6. An employee who has an accrued sick leave balance of equal to or more than the
43 number of days allowed by RCW 41.04.665 may request that the District transfer up to
44 the number of days allowed by RCW 41.04.665 of accumulated sick leave during any
45 twelve (12)-month period provided in no event will a transfer be allowed to reduce the
46 donors sick leave balance below the number of days allowed by RCW 41.04.665.
47

- 1 7. The District and the Association or designee shall develop forms and procedures
2 necessary to implement sick leave and annual leave sharing.
- 3
- 4 8. Contributions of leave shall be on a voluntary basis and the names of donors shall be
5 kept confidential. The Association shall be permitted to make the membership aware of
6 the need for donations but shall be precluded from individual solicitations. The names
7 of individuals who do or do not make donations shall not be published.
- 8
- 9 9. Leave transfers may be allowed by any PSE-represented position to another Pasco
10 School District employee.
- 11
- 12 10. Recipients of donated leave shall continue to be District employees and shall continue
13 to receive normal employee benefits.
- 14
- 15 11. In the event the employee receiving donated leave does not use all leave donated, the
16 unused donated leave in such employee's leave account shall be returned to donors, pro
17 rata, within forty-five (45) days after the donee's use of accumulated leave ceases.
- 18
- 19 12. Except for procedures in ten (10) immediately above, when leave is donated, the donor
20 will be required to execute a waiver whereby the donor will be required to agree that
21 they will not ask for return of the donated leave and the Association by this Agreement
22 also agrees to make no request for return of donated leave.
- 23

24 **Section 9.11. General Purpose Absences.**

25 The Parties agree to set forth the following procedure for handling employee absences to promote the
26 efficient operation of the district and minimize unscheduled absences.

27
28 "Absence" is defined as the failure of an employee to report for work when they are scheduled to
29 work. Absences are either excused or unexcused.

30 **Excused Absence:**

- 31 A. The employee provides their supervisor notice as required in section Articles 8 and 9 of any
32 preplanned absence for reasons other than illness, injury, or emergency and the absence request
33 is approved in advance by the employee's supervisor.
- 34
- 35 B. If it is necessary for an employee to be absent or late for work because of an illness, injury or
36 emergency, the employee must notify their supervisor as soon as possible to employee's
37 scheduled starting time on that same day. In cases of absences of five (5) consecutive days or
38 more, the employee must follow language in Article 9 for absences to be excused.
- 39
- 40 C. The employee has sufficient accrued paid time off to cover the absence. Employees must have
41 earned paid time off for every absence unless otherwise allowed by this Agreement or obtains
42 approval from the Director of Employee Services or applicable laws.
- 43
- 44

45 **Unexcused Absence:**

46 Unexcused absence occurs when any of the above conditions are not met.

1 **Disciplinary Action:**

2 Excessive absenteeism (defined as two [2] or more occurrences of unexcused absence in a thirty [30]-
3 day period) will result in disciplinary action pursuant to Article 19.

4
5 **Job Abandonment:**

6 Any employee who fails to report to work for a period of three (3) days or more without notifying their
7 supervisor will be considered to have abandoned the job and voluntarily terminated the employment
8 relationship.

9
10
11 **ARTICLE X**

12
13 **SENIORITY & LAYOFF**

14
15 **Section 10.1.**

16 The seniority of an employee within the bargaining unit shall be established as of the date on which the
17 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be
18 lost as hereinafter provided. Drawing of lots shall be used to establish seniority when hire dates are
19 identical. However, seniority for other purposes (retirement, vacation credit, etc.) will be established
20 on a District-wide basis as of the original hire date within the District.

21
22 **Section 10.2.**

23 Seniority rights of an employee shall be lost for the following reasons:

- 24
25 A. Resignation.
26 B. Discharge for any reason contained in this Agreement.
27 C. Retirement.
28 D. Change in general job classification within the bargaining unit.

29
30 **Section 10.3.**

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

- 32
33 A. Time lost by reason of industrial accident, industrial illness, or jury duty.
34 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
35 States.
36 C. Time spent on other authorized leaves of absence, not to exceed two years.

37
38 **Section 10.4.**

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

41
42 **Section 10.5.**

43 The employee with the earliest seniority date shall have preferential rights regarding shift selection,
44 vacation periods and special services (including overtime). The employee with the earliest seniority
45 date shall have preferential rights regarding promotions, assignment to new or open jobs or positions,
46 when ability and performance are substantially equal with junior employees. If the District determines
47 that seniority rights should not govern because a junior employee possesses ability and performance



1 substantially greater than a senior employee or senior employees, the District shall set forth the reasons
2 why in writing to the employee or employees.

3
4 **Section 10.6.**

5 The District shall publicize within the bargaining unit the availability of open positions and such
6 openings shall be posted for a minimum of five (5) workdays before being filled.

7
8 **Section 10.7.**

9 The term "layoff" as used herein shall be defined as the discharge of an employee as the result of a
10 reduction in force. The term layoff does not indicate any continuing relationship or responsibilities
11 between the District and the laid-off employee except as provided in this Article.

12
13 **Section 10.8.**

14 When layoff appears to be necessary, the District will inform the Association as soon as possible and
15 will consult with the Association concerning the implementation of the layoff. In the event of layoff,
16 employees so affected are to be placed on a reemployment list for one (1) calendar year. Such
17 reemployment list will be maintained by the District according to layoff ranking. Such employees are
18 to have priority over outside applicants in filling an opening in the previous job classification held
19 immediately prior to layoff.

20
21 **Section 10.9.**

22 An employee shall forfeit rights to reemployment as provided in Section 10.8 if the employee does not
23 comply with the requirements of the Article, or if the employee does not respond to the offer of
24 reemployment within five (5) calendar days if the offer of reemployment is made during the school
25 year or during the two (2) weeks prior to the start of the school year. If the offer of reemployment is
26 made when school is not in session, or more than two (2) weeks prior to the start of the school year, the
27 employee shall have ten (10) calendar days to respond.

28
29 **Section 10.10.**

30 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
31 accrued benefits; provided that such employee is offered a position substantially equal to that held
32 prior to layoff. For the purposes of recall, "substantially equal" means no more than one (1) hour's
33 difference in time with no loss of insurance eligibility.

34
35 **Section 10.11.**

36 Recall will be on the basis of the reverse order of layoff. Employees will remain subject to recall
37 provided they have kept the District informed of their current address, telephone number and
38 availability for employment during the layoff period.

39
40 **Section 10.12.**

41 In the event of layoff, the District will determine the number and type of classifications to be reduced.
42 If there is more than one employee in a classification that is to be reduced, the employee with the
43 earliest seniority date shall have preferential rights when ability and performance are substantially
44 equal with junior employees. If the District determines that seniority rights should not govern because
45 a junior employee possesses ability and performance substantially greater than a senior employee, the
46 District shall set forth in writing its reasons why to the employee(s).

1 **Section 10.13.**

2 For purposes of layoff and recall, seniority lists for minority groups shall be maintained in accordance
3 with the District’s Affirmative Action Plan. In the event of a layoff, the District will maintain a balance
4 of minority employees at the same proportion as before the layoff.

5
6 **Section 10.14.**

7 Notification will be given to all employees, in writing, if possible, by the end of the school year
8 whether they will have a position for the following school year.

9
10
11 **ARTICLE XI**

12
13 **PROBATIONARY PERIOD**

14
15 **Section 11.1.**

16 Each new hire to the District, as well as current employees that switch to a classification that they have
17 not previously held for the District, shall remain on probationary status for a period of six (6) months
18 following the hiring date.

19
20 Employees returning to the District after resignation, for a classification previously held, shall be
21 placed on three (3) months’ probationary status. If the returning employee is taking a classification not
22 previously held in the District, they shall be on probationary status for six (6) months. This clause does
23 not apply to employees returning to employment after a leave of absence.

24
25 During this probationary period, the District may discharge employees new to the District or
26 employees returning to the District in the same classification after resignation without recourse.

27
28 Employees who were current employees that were hired into new classifications may be discharged
29 from their new classification during the probationary period without recourse provided that a
30 supervisor has conducted the required forty-five (45) and ninety (90)-day evaluations and that the
31 overall score of both such evaluations is “unsatisfactory” or “needs improvement” and upon final
32 evaluation at one hundred twenty (120) days the supervisor does not believe the employee is a good fit
33 for the position. They will maintain their seniority and be eligible for other positions within their
34 previous classification.

35
36 The six (6) months consists of one hundred twenty (120) workdays and the three (3) months consists of
37 ninety (90) workdays. Summer months, summer school, or other non-workdays do not count towards
38 probation time unless the employee is physically working during those periods.

39
40 **Section 11.2.**

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

43
44 **Section 11.3.**

45 Probationary employees shall not be eligible to bid on job vacancies without approval from the
46 Director of Employee Services or designee.

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ARTICLE XII

MEMBERSHIP & DUES

Section 12.1.

(Reference RCW 41.56.110) The Association, which is the legally recognized Exclusive Bargaining Representative of the classified staff as described in the recognition clause of this Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of an authorization) an amount equal to the fees and dues required for membership in the Association.

Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of the Union in good standing, shall maintain this membership in the Union during the term of this Agreement unless membership is revoked through contact with the Union. No member of the bargaining unit will be required to join the Association. Under Washington law, the District shall not discriminate, retaliate, coerce, nor interfere with an employee's right to join the Association. PSE will be the custodian of records relation to Union membership/dues deduction authorizations.

PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records.

Section 12.2. Membership Authorization and Dues/Fees.

PSE will provide written notification to the District of those members who have agreed to Union membership and have authorized dues deductions. This notification will include the member's name and the effective date of the authorization.

Additionally, prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.

Section 12.2.1. Local Operational Fees.

In addition to the above dues, the Association may assess a fee to be used for local chapter operations. Upon notification from the Association, such fees shall be deducted from each member's monthly paycheck and forwarded to the Association President.

Section 12.2.2.

The Association will refund to the District any amounts paid to it in error.

Section 12.2.3.

The Association shall make any notifications required by law to political contributions under WAC 390-17-110.

1 **Section 12.3. Political Action Committee.**

2 The District shall, upon receipt of an authorization that conforms to legal requirements, deduct from
3 the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses
4 for deduction for political purposes and shall transmit the same to the Union on the Union dues
5 transmittal check. The Employee may revoke the request at any time by notifying PSE.
6

7 **Section 12.4. Revocation of Membership Dues/Fees.**

8 PSE will provide written notification to the District of those members who have revoked authorization
9 for deductions. This notification will include the member's name and the effective date of the
10 revocation. Per RCW 41.56.110(3)(a), an employee's request to revoke authorization for payroll
11 deductions must be in writing and submitted by the employee to the exclusive bargaining
12 representative in accordance with the terms and conditions of the authorization and (3)(b) after the
13 District receives confirmation from the exclusive bargaining representative that the employee has
14 revoked authorization for deductions, the District shall end the deduction no later than the second
15 payroll after receipt of the confirmation. The District shall rely on information provided by the
16 exclusive bargaining representative regarding the authorization and revocation of deductions.
17

18 **Section 12.5. Hold Harmless.**

19 The Association and Public School Employees of Washington/SEIU Local 1948 (PSE) will indemnify,
20 defend, and hold the District harmless against any claims, suits, orders, and/or judgements against the
21 District as a result of the District's acceptance of authorizations for payroll deduction of dues and/or
22 PSE's representations regarding the existence of a valid membership authorization or voluntary
23 political deduction authorization form.
24

25 **Section 12.6. Membership Lists.**

26 If the District has the information in their records, the District shall provide to PSE the following
27 information on all employees every March and November.
28

- 29 ● Employee Name
- 30 ● Employee ID Number
- 31 ● Date of Hire
- 32 ● Cell, home, and work phone numbers
- 33 ● Work email address
- 34 ● Home email address
- 35 ● Personal mailing address
- 36 ● Job title
- 37 ● Rate of pay
- 38 ● Work site location
- 39 ● Member's Dues status: Paying or non-paying

40
41 The District shall provide this report in an Excel Spreadsheet via an email to
42 membership@pseofwa.org. PSE may request an additional report be produced between the two (2)
43 required reports, if needed.
44
45
46
47
48

1 **Section 12.7. Bulletin Boards.**

2 The Public School Employees of Pasco School District Number One may use designated bulletin
3 boards for posting official notices of Association meetings. All other matters to be posted are to be
4 cleared with the appropriate supervisor and must be signed by the Association official who developed
5 the material to be posted.
6
7

8 **ARTICLE XIII**

9
10 **RETIREMENT, TORT LIABILITY COVERAGE, & INDUSTRIAL INSURANCE**
11

12 **Section 13.1.**

13 The number of hours an employee works determines whether an employee subject to this Agreement is
14 eligible for participation in the Washington State Public Employees’ Retirement System or the School
15 Employees’ Retirement System. The District shall report all allowable hours under Washington State
16 Department of Retirement System guidelines, including all hours worked, whether straight time,
17 overtime or otherwise.
18

19 **Section 13.2.**

20 The District shall provide tort liability coverage for all employees subject to this Agreement for actions
21 involved in the performance of their duties.
22

23 **Section 13.3.**

24 The District shall make required contributions for Industrial Insurance on behalf of all employees
25 subject to this Agreement.
26

27 **Section 13.4.**

28 The Employee Retirement Contribution to The Public Employees’ Retirement System or the School
29 Employees’ Retirement System shall be tax deferred in accordance with applicable State rules and
30 regulations.
31

32 **ARTICLE XIV**

33 **GRIEVANCE PROCEDURE**
34
35

36
37 **Section 14.1.**

38 Grievances or complaints arising between the District and its employees within the bargaining unit, or
39 the Association defined in Article I herein, with respect to matters dealing with the interpretation or
40 application of the terms and conditions of this Agreement, shall be resolved in strict compliance with
41 this Article.
42

43 **Section 14.2. Grievance Steps.**

44 **Section 14.2.1. Step 1 – Informal Resolution.**

45 The employee shall first discuss the grievance with their immediate supervisor. If the employee
46 wishes, they may be accompanied by an Association representative at such discussion. All
47 grievances not brought to the immediate supervisor in accordance with the preceding sentence
48



1 within twenty (20) calendar days of the occurrence of the grievance shall be invalid and subject
2 to no further processing.

3
4 **Section 14.2.2. Step 2 – Immediate Supervisor.**

5 If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding
6 subsection, the employee shall reduce to writing within ten (10) workdays of the Informal
7 Resolution Step 1 meeting, a statement of the grievance containing the following:

- 8
9 A. The facts on which the grievance is based.
10 B. A reference to the provisions in this Agreement which have been allegedly violated.
11 C. The remedy sought.

12
13 The employee shall submit the written statement of grievance to their immediate supervisor for
14 reconsideration and shall submit a copy to the Director of Employee Services. The parties will
15 have ten (10) workdays from receipt by the immediate supervisor of the written statement of
16 grievance to resolve it by indicating the statement of grievance the disposition. If an agreeable
17 disposition is made, all parties to the grievance shall sign it.

18
19 **Section 14.2.3. Step 3 – Director of Employee Relations.**

20 If no settlement has been reached within the ten (10) workdays referred to in the preceding
21 subsection, and the Association believes the grievance to be valid, a written statement of
22 grievance shall be submitted by the Association within fifteen (15) workdays to the Director of
23 Employee Relations. After such submission, the parties will have ten (10) workdays from
24 receipt by the district of the written statement of grievance or ten (10) workdays from the Step
25 3 meeting if such a meeting is scheduled to resolve it by indicating on the statement of
26 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
27 sign it.

28
29 **Section 14.2.4. Step 4 – Superintendent.**

30 If no settlement has been reached within the ten (10) days referred to in the preceding
31 subsection, a written statement of grievance shall be submitted by the Association within
32 fifteen (15) workdays to the Superintendent or designee. After such submission, the parties will
33 have ten (10) workdays from receipt by the district of the written statement of grievance to
34 resolve it by indicating on the statement of grievance the disposition. If an agreeable
35 disposition is made, all parties to the grievance shall sign it.

36
37 **Section 14.2.5. Step 5 – Mediation.**

38 If no settlement has been reached within the ten (10) days referred to in the preceding
39 subsection, either party may request in writing a mediator from PERC within fifteen (15)
40 workdays from the date the Step 4 decision was postmarked. If no mediator is requested or no
41 resolution is reached as a result of the mediation process, the Union may proceed to
42 Arbitration.

43
44 **Section 14.2.6. Step 6 – Arbitration.**

45 If no settlement has been reached within the ten (10) days referred to in the preceding
46 subsection, and the Association believes the grievance to be valid, the Association shall have
47 fifteen (15) workdays from receipt of the District’s written decision to request in writing that
48 the grievance be submitted to arbitration. The governing rules at the proceedings will be either

1 Voluntary Labor Arbitration Rules or Expedited Labor Arbitration Rules as mutually agreed
2 upon between the District and the Association. The parties shall not be permitted to assert in
3 such arbitration proceeding any ground rule, except as provided in “Jurisdiction of the
4 Arbitrator,” or to rely on any evidence not previously disclosed to the other party. The decision
5 of the arbitrator shall be final and binding upon both parties.
6

7 **Section 14.2.6.a. Jurisdiction of the Arbitrator.**

8 The Arbitrator shall have no power to alter, add to, or subtract from the terms of this
9 Agreement. The arbitrator shall confine their inquiry to specific areas of the Agreement
10 as cited in the grievance form. The arbitrator shall make no awards nor substitute their
11 knowledge for the expressed provisions of the contract under question. The arbitrator
12 shall rule exclusively as to the compliance or non-compliance of the Collective
13 Bargaining Agreement. Upon request of either party, the merits of a grievance and the
14 substantive and procedural arbitrability issues arising in connection with that grievance
15 may be consolidated for hearing before an arbitrator provided the arbitrator shall resolve
16 the question of “arbitrability” of a grievance prior to having heard the merits of the
17 grievance.
18

19 **Section 14.2.6.b. Arbitration Costs.**

20 Each party shall bear its own costs of arbitration except that the fees and charges of the
21 arbitrator, if any, shall be shared equally by the parties.
22

23 **ARTICLE XV**

24 **SALARIES**

25
26
27
28 **Section 15.1.**

29 Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in
30 Schedule A attached hereto and by this reference incorporated herein.
31

32 **Section 15.2.**

33 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
34 and conditions of Article XXI, Section 21.3. Should the date of execution of this Agreement be
35 subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
36

37 **A. Schedule A for Contract Year 2023-2024 (See attached)**

- 38 1) 3.7% increase of all positions and Steps on the Schedule A.
39 2) Additional market level increase for all Instructional Paraeducators, Special Services
40 Specialized Program Paraeducator and Health Room Assistants, Nutrition Services,
41 Signer/Interpreter EIPA, Signer/Interpreter RID, Nurse (RN), COTA, and CPTA positions
42 (reflected on Schedule A)
43

44 **B. Schedule A for Contract Year 2024-2025.**

- 45 1) All positions and Steps on the Schedule A will receive the State approved IPD for 2024-
46 2025.
47 2) Additional market level increase for all Secretaries/Clerks and Paraeducators (reflected on
48 Schedule A).

1 **C. Schedule A for Contract Year 2025-2026.**

- 2 1) All positions and Steps on the Schedule A will receive the State approved IPD for 2025-
3 2026.
4 2) Additional market level increase for all Paraeducators (reflected on Schedule A).
5

6 **D. Schedule A for Contract Year 2026-2027.**

- 7 1) All positions and Steps on the Schedule A will receive the State approved IPD for 2026-
8 2027.
9 2) Additional market level increase for all Paraeducators, Student Achievement Specialists,
10 Security Specialists, Home Visitor, and Tutors (reflected on Schedule A).
11

12 **Section 15.2.1.**

13 Employees shall be compensated in accordance with the provisions of this Agreement for all
14 hours worked. Each employee shall receive a full accounting and itemization of authorized
15 deductions, hours worked, and rates paid with each paycheck. All employees will be paid over
16 a twelve (12) month period.
17

18 **Section 15.3.**

19 Retroactive pay, where applicable, shall be paid on the first or second regular pay day following
20 execution of this Agreement, if possible, and in any case not later than the third regular pay day.
21

22 **Section 15.4. Anniversary Dates.**

23 All new employees shall be hired in conformity with the schedule attached hereto. The anniversary
24 date shall not be changed due to time away from work for approved leaves (Article IX).
25

26 The annual increment date for all employees will be September 1.
27

28 **Section 15.5.**

29 For secretaries, when a permanent employee is transferred or reclassified to a position in a higher
30 grade, the employee shall be entitled to the same step as the previous position. When a permanent
31 employee is transferred to a position paid a lesser rate than the employee is receiving, the employee
32 will be placed in the new classification at the salary which will give the employee the smallest
33 reduction in pay.
34

35 **Section 15.6.**

36 Reclassifications will be conducted in a systematic manner. Reclassification of positions will be
37 initiated and conducted at the discretion of the Superintendent/designee; however, employees may alert
38 the Superintendent/designee that a reclassification should be considered. The request by the employee
39 shall include an outline of the additional duties/responsibilities that have been assigned and the reasons
40 why the position should be reclassified. The District will make a decision as to whether a
41 reclassification will be conducted within fifteen (15) workdays. Retro pay, if applicable, will begin the
42 day the District responds that they are going to conduct a reclassification study.
43

44 **Section 15.6.1.**

45 When an employee's position is reclassified to a higher grade, the employee will be placed on
46 the same step held prior to the reclassification.
47

1 **Section 15.7. Mentoring Program.**

2 Employees designated by the Supervisor shall provide training to a newly hired member of their
3 bargaining unit. The designated employee shall receive an additional one dollar (\$1.00) per hour up to
4 ten (10) hours while the training is taking place (one [1] time per new hire). This time may not be paid
5 concurrently with any other training related provision of this Agreement.
6

7 **Section 15.8.**

8 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4)
9 hour.
10

11 **Section 15.9.**

12 Any employee required to travel from one site to another in a private vehicle on a regular basis during
13 working hours shall be reimbursed for such travel on a per-mile basis at the rate currently approved by
14 the Pasco School Board. Actual travel time between job sites is considered part of the workday.
15

16 **Section 15.10.**

17 Employees required to remain overnight on District business shall be reimbursed for room and board
18 expenditures as per current District policy.
19

20 **Section 15.11.**

21 Employees shall be required to arrange with the district to be paid through direct deposit.
22
23

24 **ARTICLE XVI**

25 **EDUCATION / TRAINING / TESTING**

26 **Section 16.1. Paraeducator Fundamental Course of Study (FCS).**

27 The Paraeducator Certificate Program offers Statewide standards-based training for all paraeducators
28 and supports a career growth ladder for those who wish to advance their career as a paraeducator or
29 pursue a teaching profession. To ensure students have access to highly trained paraeducators who can
30 support their learning needs, paraeducators must have ongoing professional development and training
31 (<https://www.pesb.wa.gov/paraeducator-certificate-program/district-implementation>).
32
33
34

35 **Section 16.1.1. District Responsibilities:**

- 36 1. The District will meet the requirements of Professional Educators Standards Board
37 (PESB) including:
 - 38 ■ Providing Fundamental Course of Study (FCS) for newly hired Paraeducators;
39 or
 - 40 ■ Providing annual training on the General Paraeducator Certificate for each
41 Paraeducators that have met the FCS requirements in each subsequent year until
42 the completion of the Paraeducator General Certificate.
- 43 2. Districts will provide training multiple times throughout the school year during non-
44 school days including early release days, professional days, and during school
45 conferences in an effort to increase access for all Paraeducators.
46
47
48



- 1 3. Maintain a system to track clock hours earned by Paraeducators.
- 2
- 3 4. Develop a training calendar with opportunities for make-up sessions for Paraeducators
- 4 who are unable to attend the scheduled training.
- 5
- 6 5. Provide communication with all Paraeducators of training schedules in advance of the
- 7 scheduled training.
- 8

9 **Section 16.1.2. Paraeducator Responsibilities:**

- 10 1. Register and attend required FCS courses provided by the District.
- 11
- 12 2. Maintain individual records of training including course completion certificates. Use the
- 13 established PSDLearn system to enter the enrollment and completion of the required
- 14 hours of training in the FCS.
- 15
- 16 3. Complete the required hours of District-provided training by the last day of the school
- 17 year.
- 18
- 19 4. Recognize that the failure to meet the requirements of FCS training (as promulgated by
- 20 the Professional Educators Standards Board) may lead to discipline up to termination
- 21 (non-renewal) of employment. While the District will make every effort to provide
- 22 multiple opportunities for this mandated training, it is the Paraeducator's responsibility
- 23 to meet this ongoing professional development requirement.
- 24
- 25 5. Non-Instructional Paraeducators will have the opportunity to attend the Fundamental
- 26 Course of Study training as part of the negotiated hours of additional training if space
- 27 and availability exists. Instructional Paraeducators, however, shall have priority.
- 28

29 **Section 16.1.3. General Paraeducator Certificate.**

30 The District shall reimburse the cost of the General Paraeducator Certificate after the

31 Paraeducator shows proof of obtaining an actual certificate.

32

33 **Section 16.1.4. Paraeducator on Special Assignment (POSA) for FCS.**

34 At the discretion of the District, the District shall select one (1) Paraeducator for a special

35 assignment to assist other Paraeducators navigate the FCS requirements. This position will be

36 an additional contract allowing for extra hours during the week to assist other Paraeducators.

37 The hours will vary depending on the length of the Paraeducator's regular contract. The POSA

38 contract will be for the difference between their regular contract and a maximum of forty (40)

39 hours a week. POSA selection will be subject to the standard application process. Wages at a

40 minimum will be the normal hourly rate of the Paraeducator selected but may be open to

41 negotiation with the Union.

42

43 **Section 16.2. Employee on Special Assignment.**

44 At the discretion of the District, the District may create a position within any classification for a special

45 assignment to assist other employees within that classification or to work on special projects relevant

46 to that classification. This position may be a full contract or a supplemental contract. A supplemental

47 contract allows for extra hours during the week which would vary depending on the length of

48 employee's regular contract. A supplemental contract will be for the difference between their regular

1 contract and a maximum of forty (40) hours a week. Special Assignment position selection will be
2 subject to the standard application process. Wages at a minimum will be the normal hourly rate of the
3 employee selected but may be open to negotiation with the Union.
4

5 **Section 16.3. Safety.**

6 The School District will provide measures and safety rules to minimize accidents and health hazards to
7 the employees during their hours of employment. The Association agrees to cooperate with the School
8 District to the end that the employees shall use such safety equipment when so provided and observe
9 such safety and health regulations as provided by the School District.
10

11 **Section 16.3.1.**

12 PSE members will be provided with the opportunity to participate in existing building level
13 committees related to student behavior, safety, and security related topics.
14

15 **Section 16.3.2.**

16 The District will provide appropriate training for new hires and annually (prior to the start of
17 the school year or in a timely fashion as reasonable) thereafter on how to safely and
18 appropriately intervene to preserve the safety of students and/or staff as defined in Policy 3313.
19 Training will be available as appropriate to an employee's job classification and/or work
20 assignment. Training shall include how to locate District policies and how to understand/apply
21 District policies.
22

23 **Section 16.4. Medication Training/Indemnification.**

24 Employees may be directed to administer medication to students only under the following
25 circumstances:
26

- 27 A. Medication which must be injected is administered through an Epi-Pen, and said administration
28 otherwise complies with all applicable laws and regulations. Training for auto injectors shall be
29 provided at the beginning of each school year. Employees without a nursing license will not be
30 required to perform non-auto injections.
31
- 32 B. The employee has received comprehensive training with respect to the possible complications
33 which may be suffered by an individual receiving such medication and the appropriate
34 immediate response to each such complication; receipt of said training and description of its
35 scope must be certified by appropriate District medical personnel.
- 36 C. The Employer must indemnify and hold harmless all employees assigned to administer
37 medication from all possible adverse consequences of said administration, including
38 specifically, actions amounting to negligence or gross negligence on the part of the employee.
39 Said indemnification must extend to the provision of independent legal representation, all
40 damages or costs suffered by an employee against whom a claim arising from the
41 administration of medication or post-administrative care of the affected student, and any other
42 adverse consequences suffered by the employee, to include adverse employment consequences.
43
44
45
46
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48

1 **Section 16.5. Annual Training.**

2 The District shall offer up to an additional sixteen (16) paid hours of District-approved training
3 relevant to employee's classifications per year. The District shall ensure that annual training offered
4 covers the following topics, if not already provided by the District:

- 5
- 6 • First Aid
- 7 • Cardiopulmonary Resuscitation (CPR)
- 8 • Automatic External Defibrillators (AEDs)
- 9 • Bleeding Control
- 10 • De-Escalation
- 11

12 If employee is unable to complete the following training hours during their normal working hours, the
13 following training shall be approved as part of the additional sixteen (16) paid hours:

- 14
- 15 • The annual required training is known as 'Vector' or 'Safe Schools' training.
- 16 • First Aid/CPR/AED with Certification (if required by job position)
- 17 • Cross Walk annual training via Vector (Safe Schools)
- 18

19 **Section 16.6. Internal Candidate Testing.**

20 Testing for internal candidates will be standardized based on position description and required skills
21 and abilities.

22

23

24 **ARTICLE XVII**

25

26 **INSURANCE BENEFITS**

27

28 **Section 17.1.**

29 Insurance benefits shall be provided through the School Employee Benefits Board (SEBB) according
30 to State law and applicable rules and regulations. See WAC 182-30, 182-31, and 182-32.

31

32 The School District shall use State benefit allocations as allowed by law.

33

34 **Section 17.2. Eligibility.**

35 The District agrees to follow SEBB eligibility rules for employees who are anticipated to work six
36 hundred thirty (630) hours or more per school year.

37

38 Employees may also cover eligible dependents, as defined by WAC 182-31-140.

39

40 **Section 17.3.**

41 To continue to remain eligible for the District insurance contribution, employees must meet the SEBB
42 eligibility criteria.

43

44 Upon request by the employee, Employee Services will provide a leave consultation to notify
45 employees of all their options prior to taking a leave of absence and the possible cancellation of any
46 insurance benefits.

1 **Section 17.4. Tax-Sheltered Annuities.**

2 The District shall make automatic payroll deduction authorization available to employees for District-
3 approved, tax-sheltered annuity plans. All existing tax-sheltered annuity programs in the District may
4 continue for those employees currently participating. Any new tax-sheltered programs for employees
5 shall be mutually approved by the District and the Association. Such newly approved tax-sheltered
6 programs must have a minimum initial enrollment of five (5) employees district wide.
7

8
9 **ARTICLE XVIII**

10
11 **DRUG TESTING**

12
13 **Section 18.1.**

14 The District may, with cause and after notifying a representative of the Public School Employees of
15 Washington/SEIU Local 1948 (PSE), require the employee to undergo testing for evidence of the
16 illegal or excessive consumption of alcohol, cannabis, illegal chemical substances (including anabolic
17 steroids and any substances listed in RCW 69.50), or opiates, which would be in violation of District
18 Policy 5258. All newly hired employees may be tested as part of the employment process.
19

20 Should an employee, or applicant for employment, test positive (indicating substance abuse), the Gas
21 Chromatograph (or other proven test of equal or greater validity) will be used to validate the first test.
22 Upon request, the employee or applicant will have the opportunity for a confirmatory test at their own
23 expense.
24

25
26 **ARTICLE XIX**

27
28 **DISCIPLINARY ACTION & TERMINATION OF EMPLOYMENT**

29
30 **Section 19.1. Due Process.**

31 Employees shall receive the right to due process in matters involving disciplinary action and
32 termination.
33

- 34 1. Employees shall have the right to due process in any matter which may adversely affect the
35 employee’s employment status with the district.
36
37 2. Employees shall not be disciplined or terminated without just cause.
38
39 3. The right to due process shall include:
40
41 a. Notice of any meeting with a district representative. Such notice must include a
42 statement of the nature of the meeting and the employee’s right to representation.
43
44 b. Notice of allegations/charges against the employee along with District Policy.
45
46 c. The opportunity to respond and present evidence in their own defense.
47
48 d. Timely handling of the hearing/investigation.



1
2 e. A fair, consistent, and transparent investigatory process.
3

4 **Section 19.2. Termination of Employment.**

5 Termination of employment shall be for just cause. Layoffs are for economic reasons, or for lack of
6 work, and are not considered to be discipline.
7

8 **Section 19.3. Progressive Discipline.**

9 Progressive Discipline steps shall be used prior to termination of an employee, including written
10 notification of the unsatisfactory performance, with timelines to correct the unsatisfactory
11 performance. Exceptions shall only occur in cases of gross misconduct.
12

13 **Section 19.4. Notice of Intent to Terminate and Intent to Resign / Retire.**

14 The District will give employees ten (10) workdays notice of intent to terminate, except in cases of
15 gross misconduct. The District retains the option of paying the employee for the ten (10) days in lieu of
16 having the employee physically work. Employees shall give ten (10) workdays written notice of intent
17 to resign or retire.
18
19

20 **ARTICLE XXI**

21 **SEPARABILITY OF PROVISIONS**
22
23

24 **Section 20.1.**

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

28 **Section 20.2.**

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

32 **Section 20.3.**

33 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
34 parties agree to renegotiate the affected provision by holding a meeting within thirty (30) days after
35 such determination has been made.

SCHEDULE A – 23/24 | SPECIALISTS
SEPTEMBER 1, 2023 – AUGUST 31, 2024

Includes 3.7% IPD – rates do not include longevity or stipends

Position	Step 1 (Years 1-4)	Step 2 (Years 5-9)	Step 3 (Years 10 +)
Student Achievement Specialist	\$22.64	\$23.38	\$23.70
Student Achievement Specialist- Bachelor’s Degree	\$23.24	\$23.98	\$24.30
Security Specialist	\$22.64	\$23.38	\$23.70
Security Specialist- Bachelor’s Degree	\$23.24	\$23.98	\$24.30
Home Visitor	\$22.64	\$23.38	\$23.70
Home Visitor- Bachelor’s Degree	\$23.24	\$23.98	\$24.30
Tutor	\$23.27	\$24.02	\$24.34
Tutor- Bachelor’s Degree	\$24.19	\$25.00	\$25.32
Guidance Specialist and Migrant Student Advocate	\$24.19	\$24.99	\$25.33
Guidance Specialist and Migrant Student Advocate - Bachelor’s Degree	\$25.05	\$25.86	\$26.24
Assistant Educational Signer/Interpreter*	\$22.64	\$23.38	\$23.70
Signer/Interpreter AA or Higher from Interpreter Program or EIPA 4.0	\$31.32	\$32.20	\$32.59
Signer/Interpreter- National Certification	\$36.41	\$37.46	\$37.94
Assessment Specialist	\$24.48	\$25.27	\$25.63
Assessment Specialist - Bachelor’s Degree	\$25.07	\$25.86	\$26.24
Secondary Intervention & Prevention Specialist	\$24.48	\$25.27	\$25.63
Secondary Intervention & Prevention Specialist- Bachelor’s Degree or CPP	\$26.14	\$27.01	\$27.41
Bilingual Translator	\$33.30	\$34.35	\$34.83
Bilingual Translator - AA or higher and Braillist	\$36.41	\$37.46	\$37.94
Nurse (LPN)	\$27.00	\$28.00	\$30.00
Nurse (RN)	\$38.40	\$40.74	\$45.00
Cert Occupational Therapy Asst (COTA)	\$36.41	\$37.46	\$37.94
Cert Physical Therapy Asst (CPTA)	\$36.41	\$37.46	\$37.94

*A Signer/Interpreter who has earned a score of at least 4.0 on the Educational Interpreter Performance Assessment would be eligible to move in the month following completion and notice to the District of the degree/test. A Signer/Interpreter who has national certification would be eligible to move upon completion and notice to the District of the certification. Grandfather Clause: Any EIPA 3.5+ Signer/interpreter hired prior to the 2023-2024 school year and currently on what is now the 4.0 step will maintain their step until advancement.

After completing the 5th, 10th, 15th, and 20th year of service, employees shall be paid two percent (2%) above scale.

Definitions: Longevity is the years of service in the district. Seniority is the years of service in the position/classification. Experience: years of service of work outside of the District that is used to determine appropriate pay scale.

Summer school Specialists shall be paid at the current rate of pay they are receiving during the regular school year.

For the purpose of filling summer school positions, if summer school is offered at all schools, jobs will be offered in buildings and by seniority first. If there are any positions not filled, then the remaining positions will be offered District-wide, and seniority will be followed. If summer school is offered on a regional basis (only certain schools) District-wide seniority will be followed.



SCHEDULE A – 23/24 | NUTRITION SERVICE
SEPTEMBER 1, 2023 – AUGUST 31, 2024

Includes 3.7% IPD – rates do not include longevity or stipends

Position	Step 1 (Years 1-4)	Step 2 (Years 5+)
Unit Manager	\$21.47	\$21.90
Assistant Unit Manager	\$20.45	\$20.86
First Helper	\$19.48	\$19.87
Helper / Substitute	\$18.50	\$18.87

Unit Manager/Cashier – Trainer will be paid fifty (\$0.50) cents per hour above the regular rate while training.

Employees wishing to take classes through the Washington School Nutrition Association’s Credit program may take the classes as part of the annual sixteen (16) paid training hours.

First Helper positions will be in each kitchen with more than two (2) employees. The Helper with the longest hours will receive the First Helper rate of pay. First Helpers are required to step up in the absence of the AUM or as UM when both the UM and AUM are absent on the same day.

All Nutrition Service employees assigned to Edwin Markham School shall be paid mileage from Building 210 provided they live more than seven (7) driving miles from the school.

The District shall reimburse all employees for their health card once every three (3) years.

Longevity:

After completing the 5th, 10th, 15th, and 20th year of service employees shall be paid two percent (2%) above scale.

Definitions: Longevity is the years of service in the district. Seniority is the years of service in the position/classification.

Educational Enhancement Pay shall be paid at the following rates:

- Associate’s degree: fifty cents (\$0.50) per hour.
- Bachelor’s degree (or higher): seventy-five cents (\$.075) per hour.

It shall be the responsibility of the employee to provide evidence of the degree to Employee Services in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the degree is provided to the District (No retro pay will be provided for hours worked prior to the degree being provided to the District).

Summer school Nutrition Service employees shall be paid at the current rate of pay they are receiving during the regular school year.

For filling summer school positions, if summer school is offered at all schools, jobs will be offered in buildings and by seniority first. If there are any positions not filled, then the remaining positions will be offered District-wide, and seniority will be followed. If summer school is offered on a regional basis (only certain schools) District-wide seniority will be followed.



SCHEDULE A – 23/24 | PARAEDUCATORS
SEPTEMBER 1, 2023 – AUGUST 31, 2024

Includes 3.7% IPD – rates do not include longevity or stipends			
POSITION	Step 1 Years 1-4	Step 2 Years 5-9	Step 3 Years 10+
Bus Attendant/ Non-Instructional Paraeducator	\$18.78	\$20.00	\$20.44
Definition: provides supervision and assistance to students			
Examples include crosswalk, playground, lunchroom, bus attendant, 1 on 1 for supervision, “time out” for supervision			
Instructional Paraeducator	\$19.71	\$21.00	\$21.46
Definition: Assists students and supports teachers with classroom learning.			
Examples include: all Instructional Paras not assigned to programs listed below.			
Specialized Program Paraeducator and Health Room Assistants	\$20.71	\$22.00	\$22.46
Definition: Specialized Program Paras assist students and support teachers with classroom learning in programs identified below. Health Room Assistants assigned to support student health needs.			
Examples include Life Skills (including equivalent pre-school Life Skills classes), Structured Learning Class (SLC), Bridges (behavior disorders program) and Community-based Transition Programs			

Definitions:

Bus Attendant/Non-Instructional Paraeducator: Provides supervision and assistance to students.

Examples include crosswalk, playground, lunchroom, bus attendant, 1 on 1 for supervision, “time out” for supervision.

Instructional Paraeducator: Assists students and supports teachers with classroom learning.

Examples include all Instructional Paras not assigned to programs listed below.

Specialized Program Paraeducator and Health Room Assistants: Specialized Program Para assist students and support teachers with classroom learning in programs identified below. Health Room Assistants assigned to support student health needs.

Program examples include Life Skills (including equivalent Pre-School Life Skills classes), Structured Learning Class (SLC) (including equivalent Pre-School SLC), Bridges (behavior disorders program) and the Transitional Program.

Definitions: Longevity is the years of service in the District. Seniority is the years of service in the position/classification.

Experience: years of work outside of District that is used to determine appropriate pay scale.

1. Non-permanent PSD employee Substitutes will be paid as step 1 of the salary schedule for the position they are subbing. Permanent Pasco School District employees that take a shift as a Substitute will be paid according to their regular step but on the level of the position they are subbing.

If a Paraeducator working the majority of their time in Instructional or Special Services and takes any extra/additional assignments that are in a lower pay category, they will be paid at their normal rate of pay.



2. Summer school Paraeducators will be paid at their current rate of pay they are receiving during the regular school year.

For filling summer school positions, if summer school is offered at all schools, jobs will be offered in buildings and by seniority first. If there are any positions not filled, then the remaining positions will be offered District-wide, and seniority will be followed. If summer school is offered on a regional basis (only certain schools) District-wide seniority will be followed.

3. All employees under this salary schedule who attend District-required classes, programs, meetings, etc. will be compensated for the time spent at these meetings at the employee's hourly rate.
4. When the regular teacher in a bilingual classroom is absent, and the Substitute is not dual-lingual, the Paraeducator assigned to that classroom will be offered the option of acting as tutor for the purpose of translating during the regular teacher's absence. While serving in that capacity, the Paraeducator will be compensated at the current Tutor rate.
5. Paraeducators not already assigned to a Specialized Program (as defined above), will be paid an additional twenty-five cents (\$0.25) per hour stipend for the school year (or for as long as they are assigned) if they have been assigned by school administration to attend to a designated student's health or hygiene need. All Paraeducators at the Pre-School that are not already in a Specialized Program (as defined above) will receive an additional twenty-five cents (\$0.25) per hour stipend for attending to student's health and hygiene needs. The staff member shall be responsible for ensuring that the Extra Duty Pay is submitted.

After completing the 5th, 10th, 15th, and 20th year of service, employees shall be paid two percent (2%) above scale.

Educational Enhancements Pay:

Paraeducators who possess an Associates Degree or Bachelors Degree (or higher) shall be eligible for Educational Enhancement Pay, provided that the degree is not a required qualification for the positions. Educational Enhancement Pay shall be paid at the following rates:

- a. Associates degree - fifty cents (\$0.50) per hour
- b. Bachelor's degree (or higher) - seventy-five cents (\$0.75) per hour

An employee possessing both an Associates Degree and a Bachelors Degree shall receive Educational Enhancement Pay only for their Bachelor's Degree.

It shall be the responsibility of the employee to provide evidence of the degree to Employee Services in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the degree is provided to the District (No retro pay will be provided for house worked prior to the degree being provided to the District)

Employees, as of the effective date of this agreement, receiving pay for educational enhancement for a degree that is a required qualification of their current position will continue to receive this pay until separation of service with Pasco School District or a transfer to a position outside of their general job classification.

It shall be the responsibility of the employee to provide evidence of the degree to Employee Services in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the degree is provided to the District (No retro pay will be provided for hours worked prior to the degree being provided to the District).

Bus attendants designated by the Supervisor to deliver training shall receive an additional one dollar (\$1.00) per hour for time spent on designated training and related activities.

SCHEDULE A – 23/24 | SECRETARIES / CLERKS
SEPTEMBER 1, 2023 – AUGUST 31, 2024

Includes 3.7% IPD, Rates do not include any longevity or stipends

POSITION	Step 1 Years 1-4	Step 2 Years 5-9	Step 3 Years 10+
Level I	\$20.83	\$21.67	\$22.15
Level II	\$21.85	\$22.36	\$22.87
Level III	\$23.16	\$23.88	\$24.42
Level IV	\$24.23	\$24.72	\$25.28
Level V	TBD/Level for all positions once reclassified. Room for growth.		
Level VI	TBD/Level for all positions once reclassified. Room for growth.		

Level I	Library Clerk, A.V. Coordinator, Building Receptionist, Program Clerk/PHS, New Horizons Clerk and all other Clerk I's.
Level II	Guidance Secretary, Attendance Clerk, Nutrition Service Clerk, Substitute Calling Clerk, Business Office Clerk, ELC Clerk, HS Psych Clerk, Secretary to Program Manager/Assistant Director/ Assistant Principal, Accounting Assistant/PHS, Business Office Assistant Technician, Transportation Clerk, and all other Clerk II's, and District Receptionist.
Level III	Secretary to Director, Elementary Principal Secretary, Department Supervisor Secretary, and Guidance Registrar.
Level IV	Dispatcher, Technicians, Middle/Alternative High/High School Principal Secretary, Executive Director Secretary, Secretary to the Athletics Director.
Level V	TBD/Level for all positions once reclassified. Room for growth.
Level VI	TBD/Level for all positions once reclassified. Room for growth.

*When an employee moves from a position at a lower level on this salary schedule to a position at a higher level on this salary schedule, the employee will be placed on the same step held prior to the change in position.

1. Non-permanent PSD employee Substitute secretaries/clerks will be paid at Level I, Step 1. Permanent employees of Pasco School District that work extra shifts as Substitutes will be paid according to their regular step but on the level of the position they are subbing.
2. Ten (10) month secretaries /clerks shall be paid for two hundred (200) workdays, plus twelve (12) holidays, plus ten (10) vacation days, plus any accrued vacation days after the fifth (5th) year of employment, in twelve (12) equal monthly payments.
3. All employees under this salary schedule who attend District required classes, programs, meetings, etc. will be compensated for the time spent at these meetings at the employee's hourly rate.
4. An employee whose position is reclassified per Section 15.6 will move laterally on the salary schedule into the same step of the higher level.
5. Longevity: After completing the 5th, 10th, 15th, and 20th year of service with the Pasco School District, employees shall be paid two percent (2%) above scale.
6. Longevity years of service in the district. Seniority is the years of service in the position/classification. Experience: years of work outside of District that is used to determine appropriate pay scale.



7. Educational Enhancements Pay:

Secretaries/Clerks who possess an Associate's Degree or Bachelor's Degree (or higher) shall be eligible for Educational Enhancement Pay, provided that the degree is not a required qualification for the positions. Educational Enhancement Pay shall be paid at the following rates:

- a. Associate's degree - fifty cents (\$0.50) per hour
- b. Bachelor's degree (or higher) - seventy-five cents (\$0.75) per hour

An employee possessing both an Associates Degree and a Bachelors Degree shall receive Educational Enhancement Pay only for their Bachelor's degree.

Employees, as of the effective date of this agreement, receiving pay for educational enhancement for a degree that is a required qualification of their current position will continue to receive this pay until separation of service with Pasco School District or a transfer to a position outside of their general job classification.

It shall be the responsibility of the employee to provide evidence of the degree to Employee Services in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the degree is provided to the District (No retro pay will be provided for hours worked prior to the degree being provided to the District).

Summer school Secretaries/Clerks shall be paid at the current rate of pay they are receiving during the regular school year.

For the purpose of filling summer school positions, if summer school is offered at all schools, jobs will be offered in buildings and by seniority first. If there are any positions not filled, then the remaining positions will be offered District-wide, and seniority will be followed. If summer school is offered on a regional basis (only certain schools) District-wide seniority will be followed.



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ARTICLE XXII

TERM

Section 22.1.

The term of this Agreement shall be September 1, 2023, to August 31, 2027

Section 22.2.

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

Section 22.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the Parties in writing; provided, however, that the Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. Wages shall be adjusted for all classifications on Schedule A on September 1.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

PASCO CHAPTER

BY: /Signed by Lori Cox/
Lori Cox, Chapter President

DATE: 03/26/24

PASCO SCHOOL DISTRICT #1

BY: /Signed by Michelle Whitney/
Michelle Whitney, Superintendent

DATE: 03/26/24

BY: /Signed by Jen Johnson/
Jen Johnson,
Director of Labor and Employee Relations

DATE: 04/01/24



SCHEDULE A – 24/25 | SPECIALISTS
SEPTEMBER 1, 2024 – AUGUST 31, 2025

Includes 3.7% IPD – rates do not include longevity or stipends

Position	Step 1 (Years 1-4)	Step 2 (Years 5-9)	Step 3 (Years 10 +)
Student Achievement Specialist	\$23.48	\$24.25	\$24.58
Student Achievement Specialist- Bachelor's Degree	\$24.10	\$24.87	\$25.20
Security Specialist	\$23.48	\$24.25	\$24.58
Security Specialist- Bachelor's Degree	\$24.10	\$24.87	\$25.20
Home Visitor	\$23.48	\$24.25	\$24.58
Home Visitor- Bachelor's Degree	\$24.10	\$24.87	\$25.20
Tutor	\$24.13	\$24.91	\$25.24
Tutor- Bachelor's Degree	\$25.09	\$25.93	\$26.26
Guidance Specialist and Migrant Student Advocate	\$25.09	\$25.91	\$26.27
Guidance Specialist and Migrant Student Advocate - Bachelor's Degree	\$25.98	\$26.82	\$27.21
Assistant Educational Signer/Interpreter*	\$23.48	\$24.25	\$24.58
Signer/Interpreter AA or Higher from Interpreter Program or EIPA 4.0	\$32.48	\$33.39	\$33.80
Signer/Interpreter- National Certification	\$37.76	\$38.85	\$39.34
Assessment Specialist	\$25.39	\$26.20	\$26.58
Assessment Specialist - Bachelor's Degree	\$26.00	\$26.82	\$27.21
Secondary Intervention & Prevention Specialist	\$25.39	\$26.20	\$26.58
Secondary Intervention & Prevention Specialist- Bachelor's Degree or CPP	\$27.11	\$28.01	\$28.42
Bilingual Translator	\$34.53	\$35.62	\$36.12
Bilingual Translator - AA or higher and Braillist	\$37.76	\$38.85	\$39.34
Nurse (LPN)	\$28.00	\$29.04	\$31.11
Nurse (RN)	\$39.82	\$42.25	\$46.67
Cert Occupational Therapy Asst (COTA)	\$37.76	\$38.85	\$39.34
Cert Physical Therapy Asst (CPTA)	\$37.76	\$38.85	\$39.34

*A Signer/Interpreter who has earned a score of at least 4.0 on the Educational Interpreter Performance Assessment would be eligible to move in the month following completion and notice to the District of the degree/test. A Signer/Interpreter who has national certification would be eligible to move upon completion and notice to the District of the certification. Grandfather Clause: Any EIPA 3.5+ Signer/interpreter hired prior to the 2023-2024 school year and currently on what is now the 4.0 step will maintain their step until advancement.

After completing the 5th, 10th, 15th, and 20th year of service, employees shall be paid two percent (2%) above scale.

Definitions: Longevity is the years of service in the district. Seniority is the years of service in the position/ classification. Experience: years of service of work outside of the District that is used to determine appropriate pay scale.

Summer school Specialists shall be paid at the current rate of pay they are receiving during the regular school year. For the purpose of filling summer school positions, if summer school is offered at all schools, jobs will be offered in buildings and by seniority first. If there are any positions not filled, then the remaining positions will be offered District-wide, and seniority will be followed. If summer school is offered on a regional basis (only certain schools) District-wide seniority will be followed.



SCHEDULE A – 24/25 | NUTRITION SERVICE
SEPTEMBER 1, 2024 – AUGUST 31, 2025

Includes 3.7% IPD – rates do not include longevity or stipends

Position	Step 1 (Years 1-4)	Step 2 (Years 5+)
Unit Manager	\$22.26	\$22.71
Assistant Unit Manager	\$21.21	\$21.63
First Helper	\$20.20	\$20.61
Helper / Substitute	\$19.18	\$19.57

Unit Manager/Cashier – Trainer will be paid fifty (\$0.50) cents per hour above the regular rate while training.

Employees wishing to take classes through the Washington School Nutrition Association’s Credit program may take the classes as part of the annual sixteen (16) paid training hours.

First Helper positions will be in each kitchen with more than two (2) employees. The Helper with the longest hours will receive the First Helper rate of pay. First Helpers are required to step up in the absence of the AUM or as UM when both the UM and AUM are absent on the same day.

All Nutrition Service employees assigned to Edwin Markham School shall be paid mileage from Building 210 provided they live more than seven (7) driving miles from the school.

The District shall reimburse all employees for their health card once every three (3) years.

Longevity:

After completing the 5th, 10th, 15th, and 20th year of service employees shall be paid two percent (2%) above scale.

Definitions: Longevity is the years of service in the district. Seniority is the years of service in the position/classification.

Educational Enhancement Pay shall be paid at the following rates:

- Associate’s degree: fifty cents (\$0.50) per hour.
- Bachelor’s degree (or higher): seventy-five cents (\$.075) per hour.

It shall be the responsibility of the employee to provide evidence of the degree to Employee Services in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the degree is provided to the District (No retro pay will be provided for hours worked prior to the degree being provided to the District).

Summer school Nutrition Service employees shall be paid at the current rate of pay they are receiving during the regular school year.

For filling summer school positions, if summer school is offered at all schools, jobs will be offered in buildings and by seniority first. If there are any positions not filled, then the remaining positions will be offered District-wide, and seniority will be followed. If summer school is offered on a regional basis (only certain schools) District-wide seniority will be followed.



SCHEDULE A – 24/25 | PARAEDUCATORS
SEPTEMBER 1, 2024 – AUGUST 31, 2025

Includes 3.7% IPD – rates do not include longevity or stipends			
POSITION	Step 1 Years 1-4	Step 2 Years 5-9	Step 3 Years 10+
Bus Attendant/ Non-Instructional Paraeducator	\$19.47	\$20.74	\$20.99
Definition: provides supervision and assistance to students			
Examples include crosswalk, playground, lunchroom, bus attendant, 1 on 1 for supervision, “time out” for supervision			
Instructional Paraeducator	\$20.64	\$22.10	\$22.70
Definition: Assists students and supports teachers with classroom learning.			
Examples include: all Instructional Paras not assigned to programs listed below.			
Specialized Program Paraeducator and Health Room Assistants	\$21.67	\$23.14	\$22.70
Definition: Specialized Program Paras assist students and support teachers with classroom learning in programs identified below. Health Room Assistants assigned to support student health needs.			
Examples include Life Skills (including equivalent pre-school Life Skills classes), Structured Learning Class (SLC), Bridges (behavior disorders program) and Community-based Transition Programs			

Definitions:

Bus Attendant/Non-Instructional Paraeducator: Provides supervision and assistance to students.

Examples include crosswalk, playground, lunchroom, bus attendant, 1 on 1 for supervision, “time out” for supervision.

Instructional Paraeducator: Assists students and supports teachers with classroom learning.

Examples include all Instructional Paras not assigned to programs listed below.

Specialized Program Paraeducator and Health Room Assistants: Specialized Program Para assist students and support teachers with classroom learning in programs identified below. Health Room Assistants assigned to support student health needs.

Program examples include Life Skills (including equivalent Pre-School Life Skills classes), Structured Learning Class (SLC) (including equivalent Pre-School SLC), Bridges (behavior disorders program) and the Transitional Program.

Definitions: Longevity is the years of service in the District. Seniority is the years of service in the position/classification.

Experience: years of work outside of District that is used to determine appropriate pay scale.

1. Non-permanent PSD employee Substitutes will be paid as step 1 of the salary schedule for the position they are subbing. Permanent Pasco School District employees that take a shift as a Substitute will be paid according to their regular step but on the level of the position they are subbing.

If a Paraeducator working the majority of their time in Instructional or Special Services and takes any extra/additional assignments that are in a lower pay category, they will be paid at their normal rate of pay.



2. Summer school Paraeducators will be paid at their current rate of pay they are receiving during the regular school year.

For filling summer school positions, if summer school is offered at all schools, jobs will be offered in buildings and by seniority first. If there are any positions not filled, then the remaining positions will be offered District-wide, and seniority will be followed. If summer school is offered on a regional basis (only certain schools) District-wide seniority will be followed.

3. All employees under this salary schedule who attend District-required classes, programs, meetings, etc. will be compensated for the time spent at these meetings at the employee's hourly rate.
4. When the regular teacher in a bilingual classroom is absent, and the Substitute is not dual-lingual, the Paraeducator assigned to that classroom will be offered the option of acting as tutor for the purpose of translating during the regular teacher's absence. While serving in that capacity, the Paraeducator will be compensated at the current Tutor rate.
5. Paraeducators not already assigned to a Specialized Program (as defined above), will be paid an additional twenty-five cents (\$0.25) per hour stipend for the school year (or for as long as they are assigned) if they have been assigned by school administration to attend to a designated student's health or hygiene need. All Paraeducators at the Pre-School that are not already in a Specialized Program (as defined above) will receive an additional twenty-five cents (\$0.25) per hour stipend for attending to student's health and hygiene needs. The staff member shall be responsible for ensuring that the Extra Duty Pay is submitted.

After completing the 5th, 10th, 15th, and 20th year of service, employees shall be paid two percent (2%) above scale.

Educational Enhancements Pay:

Paraeducators who possess an Associates Degree or Bachelors Degree (or higher) shall be eligible for Educational Enhancement Pay, provided that the degree is not a required qualification for the positions. Educational Enhancement Pay shall be paid at the following rates:

- a. Associates degree - fifty cents (\$0.50) per hour
- b. Bachelor's degree (or higher) - seventy-five cents (\$0.75) per hour

An employee possessing both an Associates Degree and a Bachelors Degree shall receive Educational Enhancement Pay only for their Bachelor's Degree.

It shall be the responsibility of the employee to provide evidence of the degree to Employee Services in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the degree is provided to the District (No retro pay will be provided for hours worked prior to the degree being provided to the District)

Employees, as of the effective date of this agreement, receiving pay for educational enhancement for a degree that is a required qualification of their current position will continue to receive this pay until separation of service with Pasco School District or a transfer to a position outside of their general job classification.

It shall be the responsibility of the employee to provide evidence of the degree to Employee Services in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the degree is provided to the District (No retro pay will be provided for hours worked prior to the degree being provided to the District).

Bus attendants designated by the Supervisor to deliver training shall receive an additional one dollar (\$1.00) per hour for time spent on designated training and related activities.

SCHEDULE A – 24/25 | SECRETARIES / CLERKS
SEPTEMBER 1, 2024 – AUGUST 31, 2025

Includes 3.7% IPD – rates do not include longevity or stipends

POSITION	Step 1 Years 1-4	Step 2 Years 5-9	Step 3 Years 10+
Level I	\$21.78	\$22.87	\$24.01
Level II	\$22.87	\$24.01	\$25.21
Level III	\$24.23	\$25.44	\$26.71
Level IV	\$25.94	\$27.23	\$28.59
Level V	TBD/Level for all positions once reclassified. Room for growth.		
Level VI	TBD/Level for all positions once reclassified. Room for growth.		

Level I	Library Clerk, A.V. Coordinator, Building Receptionist, Program Clerk/PHS, New Horizons Clerk and all other Clerk I's.
Level II	Guidance Secretary, Attendance Clerk, Nutrition Service Clerk, Substitute Calling Clerk, Business Office Clerk, ELC Clerk, HS Psych Clerk, Secretary to Program Manager/Assistant Director/ Assistant Principal, Accounting Assistant/PHS, Business Office Assistant Technician, Transportation Clerk, and all other Clerk II's, and District Receptionist.
Level III	Secretary to Director, Elementary Principal Secretary, Department Supervisor Secretary, and Guidance Registrar.
Level IV	Dispatcher, Technicians, Middle/Alternative High/High School Principal Secretary, Executive Director Secretary, Secretary to the Athletics Director.
Level V	TBD/Level for all positions once reclassified. Room for growth.
Level VI	TBD/Level for all positions once reclassified. Room for growth.

*When an employee moves from a position at a lower level on this salary schedule to a position at a higher level on this salary schedule, the employee will be placed on the same step held prior to the change in position.

1. Non-permanent PSD employee Substitute secretaries/clerks will be paid at Level I, Step 1. Permanent employees of Pasco School District that work extra shifts as Substitutes will be paid according to their regular step but on the level of the position they are subbing.
2. Ten (10) month secretaries /clerks shall be paid for two hundred (200) workdays, plus twelve (12) holidays, plus ten (10) vacation days, plus any accrued vacation days after the fifth (5th) year of employment, in twelve (12) equal monthly payments.
3. All employees under this salary schedule who attend District required classes, programs, meetings, etc. will be compensated for the time spent at these meetings at the employee's hourly rate.
4. An employee whose position is reclassified per Section 15.6 will move laterally on the salary schedule into the same step of the higher level.
5. Longevity: After completing the 5th, 10th, 15th, and 20th year of service with the Pasco School District, employees shall be paid two percent (2%) above scale.
6. Longevity years of service in the district. Seniority is the years of service in the position/classification. Experience: years of work outside of District that is used to determine appropriate pay scale.



7. Educational Enhancements Pay:

Secretaries/Clerks who possess an Associate's Degree or Bachelor's Degree (or higher) shall be eligible for Educational Enhancement Pay, provided that the degree is not a required qualification for the positions. Educational Enhancement Pay shall be paid at the following rates:

- a. Associate's degree - fifty cents (\$0.50) per hour
- b. Bachelor's degree (or higher) - seventy-five cents (\$0.75) per hour

An employee possessing both an Associates Degree and a Bachelors Degree shall receive Educational Enhancement Pay only for their Bachelor's degree.

Employees, as of the effective date of this agreement, receiving pay for educational enhancement for a degree that is a required qualification of their current position will continue to receive this pay until separation of service with Pasco School District or a transfer to a position outside of their general job classification.

It shall be the responsibility of the employee to provide evidence of the degree to Employee Services in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the degree is provided to the District (No retro pay will be provided for hours worked prior to the degree being provided to the District).

Summer school Secretaries/Clerks shall be paid at the current rate of pay they are receiving during the regular school year.

For the purpose of filling summer school positions, if summer school is offered at all schools, jobs will be offered in buildings and by seniority first. If there are any positions not filled, then the remaining positions will be offered District-wide, and seniority will be followed. If summer school is offered on a regional basis (only certain schools) District-wide seniority will be followed.