

COLLECTIVE BARGAINING AGREEMENT BETWEEN

LIBERTY SCHOOL DISTRICT #362

AND

PUBLIC SCHOOL EMPLOYEES OF LIBERTY

SEPTEMBER 1, 2020 - AUGUST 31, 2023



Public School Employees of Washington/SEIU Local 1948

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1 **DECLARATION OF PRINCIPLES**
2

- 3 1. Participation of employees in the formulation and implementation of personnel policies affecting
4 them contributes to effective conduct of school business.
5
6 2. The efficient administration of the system of public instruction and well-being of employees
7 requires that orderly and constructive relationships be maintained between the parties hereto.
8
9 3. Subject to law and the paramount consideration of service to the public, employee-management
10 relations should be improved by providing employees an opportunity for greater participation in
11 the formulation and implementation of policies and procedures affecting the conditions of their
12 employment.
13
14 4. Effective employee-management cooperation requires a clear statement of the respective rights and
15 obligations of the parties hereto.
16
17 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
18 of the District and the well-being of employees within the spirit of the Public Employees Collective
19 Bargaining Act, to establish a basic understanding relative to personnel policies, practices, and
20 procedures, and to provide means for amicable discussion and adjustment of matters of mutual
21 interest.
22

23
24 **P R E A M B L E**

25
26 This Agreement is made and entered into between Liberty School District Number 362 (hereinafter
27 “District”) and Public School Employees of Liberty School District, an affiliate of Public School
28 Employees of Washington/SEIU Local 1948 (hereinafter “Association”).
29

30 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
31 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
32 parties agree as follows:
33

34
35 **A R T I C L E I**

36
37 **RECOGNITION AND COVERAGE OF AGREEMENT**

38
39 **Section 1.1. Exclusive Representative.**

40 The District hereby recognizes the Association as the exclusive representative of all employees in the
41 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of
42 representing the interests of all such employees.
43

44 **Section 1.2. Confidential Exempt Positions.**

45 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
46 as Deputy, Administrative Assistant, Administrative Secretary, or Food Service Supervisor necessarily
47 imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to
48 RCW 41.56.030 (2).



1 **Section 1.3. Bargaining Unit.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
3 the following general job classifications: Transportation, Paraeducator, Food Service, Maintenance and
4 Operations, Office Assistant, Tech/Media Specialist and Secretarial.

5
6 Excluded are Transportation /Facilities Director, Food Services Supervisor, District Administrative
7 Assistant, Finance/HR Director, and the Director of Special Services.

8
9 **Section 1.3.1. Exempt.**

10 The following employee will not be required to pay dues to PSE but will be covered by the
11 agreement: Phyllis Schuman. Should she decide to join PSE, she will be required to pay dues
12 from the date of the signing of the card. No other employee(s) are exempt from Article XIV.

13
14 **Section 1.3.2. Substitutes Employees.**

15 Substitute employees are defined as one who fills in for another employee. Substitute
16 employees are not members of the bargaining unit and shall not be entitled to any rights or
17 benefits contained in the agreement, other than the wage rates contained in Schedule A.
18 Substitute positions will not exceed thirty (30) workdays unless a substitute position is
19 extended by mutual agreement between the District and the Association.

20
21 **Section 1.3.3. Temporary Employees.**

22 A temporary position is one where an opening is created by a leave of absence, a short-term
23 staffing need which does not warrant the posting of a permanent position, or when
24 extraordinary needs require a temporary appointment.

25
26 Temporary positions shall be posted with specific beginning and ending dates, or likely length
27 of employment specified on the job posting. Temporary positions expected to be more than
28 thirty (30) workdays shall be opened and posted pursuant to Section 10.8. Exceptions to the
29 thirty (30) workday provisions may be made upon mutual agreement of the Association and the
30 district.

31
32 **Section 1.4. Job Descriptions.**

33 The District will provide the Association with such amendments, changes, and additions to job
34 descriptions as they may from time to time occur. The District shall provide job descriptions to the
35 employees subject to this agreement, upon request from the employee or the Association.

36
37
38 **ARTICLE II**

39
40 **RIGHTS OF THE EMPLOYER**

41
42
43 **Section 2.1.**

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



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

5
6 **Section 2.2.**

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

11
12
13
14 **ARTICLE III**

15
16 **RIGHTS OF THE EMPLOYEES**

17
18 **Section 3.1.**

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

27
28 **Section 3.2.**

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

31
32 **Section 3.3. Union Representation.**

33 Employees subject to this Agreement have the right to have Association representatives or other
34 persons, present at discussions between themselves and supervisors or other representatives of the
35 District. The Association representative may include the PSE Field Representative.

36
37 **Section 3.4. Discrimination.**

38 As reflected in law, neither the District nor the Association shall discriminate against any employee
39 subject to this agreement on the basis of race, creed, color, sex, religion, age, or because of a disability
40 with respect to a position, the duties of which may be performed efficiently by an individual without
41 danger to the health or safety of a person with a disability or others.

42
43 **Section 3.5. Personnel File.**

44 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
45 District administration office. Each employee shall have the right upon request, and after making an
46 appointment for that purpose with the personnel administrator, to review the contents of his/her official
47 personnel file. The review shall be made in the presence of the administrator responsible for
48 safekeeping of these files.



1 During the review employees shall be allowed to copy any material therein and shall be permitted to
2 make a written inventory of the material and, on request, have the inventory signed and dated by a
3 representative of the administration.
4

5 **Section 3.5.1. Employee Rights to Personnel File.**

6 Each employee shall be provided a copy of all material placed in his or her personnel file
7 within five (5) days of its insertion. An employee may attach comments to any material that is a
8 part of the personnel file. Any material placed in the file must indicate the author (source) of
9 the material. Derogatory material will be withdrawn from the file after three (3) years if
10 requested by the employee.
11

12 **Section 3.5.2. Medical File.**

13 In order to comply with the Americans with Disabilities Act (ADA), the District shall maintain
14 a medical information file for each District employee separate from the personnel file.
15

16 **Section 3.6. Evaluations.**

17 All classified employees will be observed and given a written evaluation by his/her supervisor once per
18 employment year. The forms will be attached to this agreement as Addendum C. Evaluations shall be
19 based on the elements contained in the employee's job description. Evaluations reflecting an
20 unsatisfactory level(s) of performance shall state specific reasons for said rating and the remedial
21 action/training necessary to correct the deficiency.
22

23 Issues contained in the formal evaluation that reflect substandard job performance by the employee
24 will be issues that have been previously discussed with the employee by the supervisor. To allow the
25 employee sufficient time to improve performance, it is expected that job performance concerns will be
26 discussed with the employee at the earliest possible opportunity, but no later than thirty (30) workdays
27 after the time when it first comes to the attention of the supervisor.
28

29 **Section 3.7. Immunizations.**

30 The District may request proof of immunizations from its employees. Once immunization records have
31 been provided to the District, such records shall be maintained in the employee's personnel file. No
32 specific vaccine shall be required as a condition of employment unless ordered by the Washington
33 State Department of Health. Employees without required vaccinations may only be excluded from the
34 work site if so, ordered by the Washington State Department of Health or Regional Health Department.
35

36 If an employee submits documentation authorizing a medical exemption from a required
37 immunization, they shall be provided the opportunity to work off-site if assigned job duties allow or if
38 unable to work, shall be entitled to utilize any paid or unpaid leave options available.
39
40
41

42 **ARTICLE IV**

43 **RIGHTS OF THE ASSOCIATION**

44 **Section 4.1.**

45 The Association has the right and responsibility to represent the interests of all employees in the unit,
46 to present its views to the District on matters of concern either orally or in writing, and to enter
47
48

1 collective negotiations with the object of reaching an agreement applicable to all employees within the
2 bargaining unit.

3
4 **Section 4.2. Employee Lists.**

5
6 **Section 4.2.1. Bargaining Unit List.**

7 The District will supply an electronic file listing all bargaining unit employees with the
8 following information to Public School Employees of Washington/SEIU Local 1948 upon
9 request: name, primary work location (building or department), job title, job classification,
10 work email, address, phone number, hire date, hourly rate of pay, amount of contracted
11 workdays, amount of contracted work hours per day, full-time equivalency (FTE) based on an
12 FTE equaling 1440 work hours, and status (on Leave of Absence, Work Injury, etc.),
13 provided that such lists are not requested more than once per month.

14
15 **Section 4.2.2. Seniority List.**

16 An electronic version of the PSE Seniority List with all PSE represented employee names, hire
17 dates, job classifications, job titles and locations of work shall be provided no later than
18 November 1 to the President and Membership Officers of the Association, and the PSE Field
19 Representative. This list will be provided upon request thereafter.

20
21 **Section 4.2.3. Personnel Updates (Board Reports).**

22 Personnel updates (Board reports) listing bargaining unit employees who are hired, rehired,
23 placed on leaves of absence of any type, separated (including retirement) will be reported
24 electronically to the Chapter President, the PSE Local Chapter Membership Officer(s) and
25 Public School Employees of Washington/SEIU Local 1948 State Organization membership
26 department. This report will include each listed bargaining unit employee's name, job title,
27 work location, personnel action, and work email.

28
29 **Section 4.2.4. Dues Remittance List.**

30 The District shall provide the Public School Employees of Washington/SEIU Local 1948 with
31 a list of current employees for the purpose of remittance as reflected in Section 18.6.

32
33 **Section 4.3. Labor Management Meetings.**

34 Liberty PSE will designate a Conference Committee of no less than two (2) members who may invite
35 the PSE Field Representative who will meet with the Superintendent and with supervisors as needed,
36 on a quarterly basis or as needed, at a mutually agreeable time and place. This meeting will be used to
37 discuss concerns and problems of mutual interest. The District will consult with the Association in the
38 formulation of any changes being considered to existing benefits, policies, practices, and procedures
39 during these meetings. All parties have the responsibility to consult with the other parties to advise,
40 discuss or consult regarding matters concerning working conditions not covered by this agreement and
41 will, from time to time, as appropriate, be advised of current and predicted workload information. The
42 meeting will not take the place of negotiations and there shall be no agreements resulting from these
43 meetings that will change, override, or otherwise effect the collective bargaining agreement.

44
45 **Section 4.4. New Hire Notification.**

46 The District will provide PSE electronic notification of the name, address, personal phone number,
47 classification, job title, work location and work and personal email address of all newly hired
48 bargaining unit employees within at least three (3) workdays of employment.

1 **Section 4.4.1. New Employee Orientation (NEO).**

2 The Employer will provide PSE at least ten (10) days’ notice before any scheduled New
3 Employee Orientation, and within forty-eight (48) hours in advance of the orientation will
4 provide an electronic list of expected participants.

5
6 The Employer will provide PSE no less than thirty (30) minutes to make a presentation at the
7 beginning of each New Employee Orientation. Employer representatives shall not be present
8 during PSE’s presentation. PSE shall have the right to distribute materials, such as PSE new
9 hire packets, at the Orientation. If the meeting is conducted virtually, the Employer will provide
10 PSE with a current personal email and phone number to reach each new hire, consistent with
11 the New Hire Notification section above.

12
13 **Section 4.4.2. Access to New Employees of the Bargaining Unit.**

14 The District will provide PSE reasonable access to new employees of the bargaining unit for
15 the purposes of presenting information about PSE to the new employee. “Reasonable access”
16 for the purposes of this section means the access to the new employee occurs within one week
17 of the employee’s start date within the bargaining unit; the access is for no less than thirty (30)
18 minutes; and the access occurs during the new employee’s regular work hours at the
19 employee’s regular worksite, or at a location mutually agreed to by the District and PSE.

20
21 The Association shall describe to each new employee his/her rights under the Public
22 Employees Collective Bargaining Act of 1967 and subsequent amendments thereto and shall
23 provide such employee with a hard copy of this Agreement or a link to access it online.

24
25 **Section 4.5. Use of District Facilities.**

26 The District shall provide a bulletin board space at each work site for the use of the Association. The
27 Association shall have the right to post notices of activities and matters of Association concern on
28 these bulletin boards. The bulletins posted by the Association are the responsibility of the officials of
29 the Association. Each bulletin shall be signed by the Association official responsible for its posting.
30 Unsigned notices or bulletins may not be posted. There shall be no distribution or posting of
31 information, pamphlets, or advertisements for or against federal, state, or local political matters on
32 District property.

33
34 The Association shall have the right to use District email service and staff mailboxes for
35 communication and facilities and equipment when such equipment or facilities are not otherwise in use
36 and provided such use is consistent with the law. The Association shall pay for the reasonable cost of
37 all materials and supplies incident to such use. District facilities may be used for meetings and to
38 transact official business, except if the business relates to issues defined as work stoppage.

39
40
41 **ARTICLE V**

42
43
44 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

45
46 **Section 5.1.**

47 It is agreed and understood that matters appropriate for consultation and negotiation between the
48 District and the Association are policies, programs, and procedures relating to or affecting hours,



1 wages, grievance procedures and general working conditions of employees in the bargaining unit
2 subject to this Agreement.

3
4 **Section 5.2.**

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

8
9
10 **ARTICLE VI**

11 **ASSOCIATION REPRESENTATION**

12
13
14 **Section 6.1. Meet and Confer.**

15 The Association representatives shall represent the Association and employees in meeting with
16 officials of the District to discuss appropriate matters of mutual interest. They may receive and
17 investigate to conclusion complaints or grievances of employees on District time, if necessary, with the
18 Superintendent's permission, and thereafter advise employees of rights and procedures outlined in this
19 Agreement and applicable regulations or directives for resolving the grievances or complaints. They
20 may not, however, continue to advise the employee on courses of action after the employee has
21 indicated that he does not desire to pursue a grievance. This does not, however, preclude the
22 Association's right to pursue the matter to conclusion. They may consult with the District on
23 complaints without a grievance being made by an individual employee.

24
25 **Section 6.2. On-Site Visit by Representative.**

26 Visitation rights shall be granted to the designated representative of the Public School Employees of
27 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining unit for purposes
28 of grievance procedures and/or general information data. The visiting delegate shall notify the School
29 District of his arrival and will not in any way interfere with the operations of the District.

30
31 **Section 6.3. Release Time.**

32 Time during working hours will be allowed Association representatives for attendance at meetings
33 with the District. The employee representative will notify his/her supervisor of the need to be absent
34 prior to leaving the work site/area. Time will also be allowed for representatives to discuss with the
35 employee, grievances and appropriate matters directly related to work situations in their area or craft.
36 Association representatives will guard against the use of excess time in the handling of such matters.

37
38 **Section 6.4. Association Leave.**

39 The Association shall be authorized a total of seven (7) days for the transaction of Association
40 business. The Association president or his/her designee shall notify the district superintendent and
41 his/her immediate supervisor five (5) days in advance of the leave to be taken and shall name the
42 member(s) to be absent. The Association or State PSE shall reimburse the district substitute costs for
43 out of district Association business if a substitute is hired for the position.

44
45 **Section 6.5. School Calendar.**

46 It is recognized that the School Board has the responsibility to set the annual school calendar. Prior to
47 adoption of the calendar, a proposed calendar will be presented to the Association for review. The PSE
48 will have the equal opportunity for input and representation as all other employee associations.

1
2 Changes required during the year due to weather conditions and/or other emergency type problems will
3 be made by the Superintendent. Before make-up days are decided, there will be discussion between
4 the Superintendent and the Association; unless an emergency exists, however, the final decision will be
5 made by the School Board and/or their designee.
6
7
8

9 ARTICLE VII

10 HOURS OF WORK AND OVERTIME

11 **Section 7.1. Definition of Shift.**

12 Each employee shall be assigned to a definite shift with designated times of beginning and ending. On
13 non-student days, shift times may change by mutual agreement between employee and immediate
14 supervisor.
15
16

17 **Section 7.1.1.**

18 Employees shall receive notification prior to the end of the school year of continued
19 employment for the succeeding year. Employees shall also be notified prior to the beginning of
20 school (or their new work year) of the specific number of hours per day and days per year that
21 they will work.
22
23

24 **Section 7.2. Meal and Rest Breaks.**

25 Each normal shift shall consist of forty (40) hours per week excluding daily thirty (30) minute
26 uninterrupted lunch period at a time mutually agreed to by the supervisor and the employee; a ten (10)
27 minute uninterrupted first half rest period, and a ten (10) minute uninterrupted second half rest period
28 shall occur as near the middle of each half shift as is practicable. The lunch break and two ten (10)
29 minute rest periods will be specifically scheduled by the supervisor.
30

31 **Section 7.2.1.**

32 In the event an employee is assigned to a shift less than the normal work shift previously
33 defined in this Article, the employee shall be given a ten (10) minute uninterrupted rest period
34 for each three (3) continuous hours of work. If the employee works five (5) hours or more,
35 he/she will be provided a thirty (30) minute uninterrupted lunch period.
36

37 **Section 7.2.2. Missed Lunch Period.**

38 Employees required to work through their regular lunch periods will be given time to eat at a
39 time agreed upon by the employee and supervisor. In the event the District requires an
40 employee to forego a lunch period and the employee works the entire shift, including the lunch
41 period, the employee shall be compensated for the foregone lunch period at appropriate rates.
42

43 **Section 7.3. Workweek.**

44 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
45 consecutive days of rest, Saturday, and Sunday. However, the District may assign an employee to a
46 workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest, or
47 any schedule mutually agreed upon between the District, employee, and Association.
48

1 **Section 7.4. Transportation Shifts.**

2 Recognizing that personnel in the Transportation unit present special shift problems, the parties agree
3 that shifts shall be established in that unit in relation to routes and driving times requisite to fulfilling
4 tasks assigned by the Transportation/Facilities Director. Route times shall be established by the
5 District.

6
7 A written notice shall be sent to each driver stating their total daily driving time within the first thirty
8 (30) workdays of each school year. In the event that the driver feels that driving time provided by the
9 District is not adequate they may, within ten (10) driving days of receipt of the notice of assigned
10 route, appeal to a committee.

11
12 The committee shall consist of a building principal, the transportation/facilities director, and a
13 representative bus driver. They will review the appeal and make a recommendation to the
14 Superintendent.

15
16 When a route time is changed during the school year the driver, if dissatisfied, may appeal the time
17 change to the committee within ten (10) driving days after the change is made. In the event the appeals
18 are not made during the ten (10) days driving period, established times shall be considered to be valid.

19
20 All bus drivers shall receive pay for forty-five (45) minutes per day for the purpose of bus cleanup, bus
21 warm-up and annual student bus safety program in addition to actual hours of driving time.

22
23 Bus drivers shall receive five (5) hours of additional pay for winter driving conditions to be paid
24 during the March pay period.

25
26 **Section 7.4.1. Extra Trips.**

27 All extra trips will be posted in the appropriate work areas with as much advance notice that is
28 possible prior to departure time.

29
30 **Section 7.4.1.1.**

31 If an activity is cancelled, the effected driver will have the first right of refusal for the
32 trip to/from the re-scheduled event.

33
34 **Section 7.4.2.**

35 The Transportation/Facilities Director shall assign extra trips to the senior driver bidding for
36 such assignment provided that the senior driver bidding has not accumulated forty (40) hours in
37 the employ of the District during that week.

38
39 Drivers must notify the Transportation/Facilities Director or his/her designee, three (3)
40 workdays prior to the scheduled trip, of their availability to drive. The employee is responsible
41 to be sure that he/she shall not work over forty (40) hours a week; except in the event a trip
42 exceeds the calculated time, drivers shall be compensated at overtime rates, or allowed to take
43 compensatory time off at the rate of one and one-half (1½) times the overtime worked,
44 according to federal and state statutes.

45
46 It is the primary responsibility of the driver to drive home-to-school routes for which she/he is
47 hired.

1 **Section 7.4.3. Activity Routes.**

2 Activity routes are bid according to seniority when a route becomes available by adding a route
3 or when a driver vacates a route for any reason. In addition, when a route is changed whereby a
4 driver loses twenty-five percent (25%) or more of their activity route within twenty (20)
5 consecutive workdays, the driver may protect their wages and hours by displacing a less senior
6 employee from their activity route.
7

8 **Section 7.4.4.**

9 In the event an extra trip conflicts with a regular scheduled run, a substitute may be employed
10 to cover the regular assignment with the approval of the District Transportation/Facilities
11 Director.
12

13 **Section 7.4.5. Overnight Trips.**

14 The Transportation/Facilities Director may give permission to allow regular drivers to forego
15 their regular run or runs in order to be able to take special overnight trips and remain within the
16 forty (40) hour limit. Interested drivers will sign for these trips seven (7) days in advance. The
17 supervisor and the assigned driver will review the trip for the amount of driving time, layover
18 time and other particulars relevant to the trip before the trip departs.
19

20 **Section 7.4.6. Chaperone.**

21 The Building Principal shall ensure that a qualified chaperone is assigned to each extra trip.
22 Drivers will be expected to provide reasonable adult supervision of students but will not be
23 required to be a participant at the scheduled event.
24

25 **Section 7.4.7. Non-Home Store Drivers.**

26 Non-Home Store drivers shall receive a travel stipend to reimburse for daily wear-and-tear of
27 their personal vehicles to-and-from their homes to the school. The stipend shall be dependent
28 on the distance the driver lives from the District office, and will be paid as follows:
29

- 30 5.4 miles or less – \$250 paid in January
- 31 5.5-15.4 miles - \$300 paid in January
- 32 15.5+ miles - \$350 paid in January

33 *Mileage is calculated in a direct route from current residence to school.
34

35 **Section 7.5. School Closure.**

36 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
37 District will make every effort to notify each employee to refrain from coming to work. Employees
38 reporting to work shall receive a minimum of two (2) hours pay at current hourly rate in the event of
39 such a closure. However, no employee shall be entitled to any such compensation in the event he/she
40 have been actually notified by the District of the closure prior to leaving for work.
41

42 **Section 7.5.1. Inclement Weather/Emergencies.**

43 In the event that school closes due to inclement weather or other circumstances the supervisor
44 will determine whether to allow the employees to leave early. The employee will suffer no loss
45 in wage if allowed to leave early.
46
47



1 **Section 7.5.2. District Shut Down (Long Term).**

2 In the event of an unusual school closure due to a pandemic, epidemic, or the like, where any
3 government official is requiring immediate closure, the District will make every effort to notify
4 affected employees utilizing the procedures listed in Section 7.5. The parties will meet and
5 confer throughout the period of time the district is shut down regarding the processes and
6 impacts to employees.
7

8 **Section 7.6. Out-of-Assignment Pay.**

9 Employees who are required to work in a position with a different job classification will receive their
10 current rate of pay or the entry rate of the other position, whichever is greater.
11

12 **Section 7.7. Overtime/Compensatory Time.**

13 Overtime shall be offered to employees in the same general job classification. Overtime assignments
14 shall be distributed in accordance with the seniority provisions. Overtime may be granted either in pay
15 or compensatory time off at the option of the employee, prior to the event. No employee shall be
16 compelled to take compensatory time in lieu of overtime pay.
17

18 Compensatory time earned for time worked over forty (40) hours shall be accrued at the rate of one
19 and one-half (1½) times the overtime worked. The compensatory time off will be used as mutually
20 agreed to by the employee and the immediate supervisor so as not to interfere with the regular
21 workflow, but within two (2) pay periods of the time worked. Time not taken within two (2) pay
22 periods will be compensated at the appropriate rate.
23

24 **Section 7.7.1.**

25 All hours worked in excess of forty (40) hours per workweek shall be compensated at the rate
26 of one and one-half (1½) times the current hourly rate.
27

28 **Section 7.8. Call-back.**

29 Employees called back on a regular workday or called on the Saturday or Sunday shall receive no less
30 than two (2) hours pay at the appropriate rate.
31

32 **Section 7.9. Work on Non-Student Days.**

33 Temporary work for a specific time period, (beginning and ending date,) during non-student days, will
34 be offered to less than twelve (12) month qualified employees first.
35

36 Temporary employees who are not district employees shall be entitled to the wage rates contained in
37 Schedule A only. If the employee is a regular employee, assigned/awarded the temporary position, the
38 employee shall be entitled to all of the provisions of the contract available at the time of the
39 assignment.
40

41 Temporary positions will be offered first to current, qualified and available employees who are in less
42 than full-time or less than twelve (12) month positions, provided their regular schedule can
43 accommodate the temporary position. Current employees shall not suffer a loss in benefits as a result
44 of filling a temporary position.
45

46 **Section 7.10. Additional Time for Staff Meetings.**

47 Classified staff with prior Supervisor approval can turn in additional hours to attend staff operations
48 meetings.

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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1.

All twelve (12) month employees shall receive the following paid holidays that fall within their work year:

- | | |
|-------------------------------------|---------------------------|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King, Jr. Birthday | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | |

Section 8.1.1.

Employees working less than twelve (12) months shall receive the following paid holidays, prorated.

- | | |
|--------------------|---------------------|
| 1. New Year's Day | 5. Veterans' Day |
| 2. Presidents' Day | 6. Thanksgiving Day |
| 3. Memorial Day | 7. Christmas Day |
| 4. Labor Day | |

Section 8.1.2.

Holidays contained in this Article shall be paid on the proper pay period for that calendar day.

Section 8.2. Un-worked Holidays.

Eligible employees shall receive pay equal to their normal work shift, at their current daily rate of pay, at the time the holiday occurs.

Section 8.3. Worked Holidays.

Full-time employees who are required to work on the above-described holidays shall receive time and one-half (1½) their current rate of pay for the time worked plus the appropriate holiday pay.

Section 8.4. Holidays during Vacation.

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

Section 8.5. Vacation Credits for 12 Month Employees.

All twelve (12) month employees subject to this Agreement shall be credited with hours of vacation credit, based on hours worked during the calendar year July 1 to June 30. Such vacation credit shall be earned, vested, and used as designated in this Article.

Section 8.5.1. Vacation Accrual.

Each twelve (12) month employee shall earn the following paid vacation:

- A. After one (1) year of employment - Ten (10) days paid vacation.

B. After five (5) years of employment the following paid vacation schedule:

<u>Years of Service</u>	<u>Days Vacation</u>
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20

Section 8.6. Scheduling Vacations.

It is mutually agreed that vacations shall be granted at the request of the employee, providing the employee's absence will not disrupt the normal activities of the District. Simultaneous vacation leaves will be granted to a maximum of two (2) employees in the same job classification.

Vacation leave to be taken during the summer months shall be requested by May 1 of each year. Seniority will determine which employee will be awarded the vacation dates if two or more employees request the same time off.

Vacations for twelve (12) month employees will not be used during the first week or the last week of school, or the last two weeks of August.

Vacation dates requested after May 1 shall be awarded on a first-come-first-served basis. Scheduled and approved vacation leave that is cancelled by the district due to critical needs of the district may be re-scheduled, carried over or cashed out at the option of the employee.

Section 8.7. Eligibility.

Eligibility for use of vacation credit shall be determined as follows:

- A. An employee becomes eligible to use his vacation credit twelve (12) months after his/her date of hire.
- B. The eligibility date of an employee newly hired shall occur on the anniversary date of his employment. Employees shall be eligible for benefits accruing during the first year prorated to the next July 1.

Section 8.8. Unused Vacation/Carry Over.

Any vacation days currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and superintendent. No vacation may be carried over for more than one (1) year beyond the date on which it was awarded. No employee shall be denied accrued vacation benefits due to District employment needs. Twelve-month employees may cash out five (5) unused vacation days per year in April.



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ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

Twelve (12) month employees will earn twelve (12) days of sick leave each year. Employees working less than twelve (12) months per year will earn ten (10) days of sick leave, provided their work year is at least one hundred eighty (180) days. If the work year is less than one hundred eighty (180) days, the employee will earn a prorated share of the ten (10) days based on the number of days in the employee's work year divided by one hundred eighty (180). A sick leave day shall be equivalent to the number of hours worked in the employee's regular day. Accumulated sick leave may be expended on an hourly rather than daily basis.

At the beginning of each school year, each employee will be credited with the number of sick leave hours generated for his/her position. If the employee terminates employment, he/she will reimburse the District for any sick leave taken but not accrued.

Section 9.1.1.

Sick leave may be applied to absence caused by the illness or injury of an employee or a member of his/her immediate family. Immediate family is defined as an employee's child, spouse, parent, stepparent, grandparent, sibling, or equivalent relationship of those of the employee's spouse, "step" relationships and anyone living in the employee's household.

Sick leave may be used for health-related appointments. Notice for such leave shall be made to the immediate supervisor, whenever possible, forty-eight (48) hours prior to the date of the appointment. Abuse of sick leave is cause for discipline.

Section 9.1.1.2. Paraeducator Partial-Day Absence.

For Paraeducators, the following sick leave practice will apply. Sick leave may be taken in half-day increments. For absences of an hour or less, no sick leave will be charged provided the paraeducator to be gone secures coverage for his/her duties or assignments by another paraeducator who is on duty. Notice of this arrangement must be provided to the supervisor.

Section 9.1.1.3. Sick Leave Buy Back when Leaving Employment.

- A. Each person employed by the District who subsequently terminates employment due to either retirement or death may personally, or through his/her estate in the event of death, elect to convert all eligible, accumulated, unused sick leave days to monetary compensation. Vested out-of-service employees who terminate employment but leave funds on deposit with a State retirement system (PERS or SERS) shall not be considered to have retired or to be an eligible employee.
- B. All unused sick leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one (1) full day per month may be converted to monetary compensation upon the employee's termination of employment due to retirement or death per Section 9.1.3.
- C. "Retirement" for purposes of this policy shall mean commencing receiving a retirement allowance from a State retirement system (PERS or SERS).

1 D. Compensation for converted accumulated sick leave shall be paid at the rate of
2 twenty-five percent (25%) of the average daily rate of compensation at the time of
3 retirement for each day of unused accumulated sick leave.
4

5 **Section 9.1.2. Leave of Absence.**

6 A leave of absence may be granted up to one-year. An additional year may be granted with
7 Superintendent approval. Employees who are unable to perform their duties because of
8 personal illness, maternity or other disability may, upon request, be granted leave of absence
9 without pay at the exhaustion of sick leave. Application for leave of absence for such
10 conditions shall be made in writing to the Superintendent for Board approval.
11

12 **Section 9.1.3.**

13 All sick leave benefits shall terminate upon termination of employment for any reason unless
14 otherwise stipulated in statute or this agreement.
15

16 **Section 9.1.4. Sick Leave Cash Out.**

17 Pursuant to current statute, employees may cash in unused leave for illness or injury above an
18 accumulation of sixty (60) days at a ratio of one (1) full day's pay for four (4) accumulated
19 illness or injury leave days. Such cash-in may not exceed the number of days accumulated the
20 previous year less the number of day's illness or injury leave actually used in the previous year.
21 For employees who are retiring or in the event of an employee's death, all illness or injury
22 leave remaining at the time of retirement or death may be cashed in at the ratio described above
23 up to one hundred eighty (180) days maximum.
24

25 **Section 9.1.4.1. VEBA III.**

26 The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement
27 Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to
28 the Plan on behalf of all employees in the group who are eligible to participate in the
29 Plan by reason of having excess sick leave conversion rights. Contributions on behalf of
30 each eligible employee shall be based on the conversion value of sick leave credits to
31 the account of such employee available for contribution on an annual basis and at
32 retirement in accordance with the statute.
33

34 It is understood that all eligible employees will be required to sign and submit to the
35 District a hold harmless agreement complying with the statute. If an eligible employee
36 fails to sign and submit such agreement to the District, he/she will not be permitted to
37 participate in the Plan at any time during the term of this agreement, and any and all
38 excess sick leave which in the absence of this agreement would accrue to such
39 employee during the term hereof shall be forfeited together with all cash-conversion
40 rights that pertain to such excess sick leave. VEBA will be renewed annually according
41 to state law.
42

43 **Retirement Sick Leave Conversion:** For purpose of retirement contributions to the Plan,
44 all employees covered by this agreement who retire during the term hereof shall be
45 eligible, and excess sick leave shall be defined as the sick leave days accruing to the
46 credit of such employee during the term of this agreement.
47
48

1 Annual Sick Leave Conversion: Eligibility for participation on an annual basis is
2 limited to employees who have accumulated 180 days of unused sick leave. To be
3 eligible during the term of this agreement, an employee must have accumulated at least
4 180 days of unused sick leave as of the effective date of this agreement.
5

6 In order to administer the Plan, the District will deposit all sick leave conversion funds
7 to the credit of each participating employee in the VEBA Trust for Employees of Public
8 School Districts in the State of Washington.
9

10 **Section 9.1.5. Emergency Leave.**

11 Leave with pay shall be granted for such emergencies that necessitates employee's absence
12 during their shift hours. An emergency is defined as a problem that must have been suddenly
13 precipitated and must be of such nature that preplanning was not possible or where preplanning
14 could not relieve the necessity for the employee's absence. Such leave shall be applied for in
15 advance except in an extreme emergency. The employee will notify his/her immediate
16 supervisor as soon as possible. Such leave shall be deducted from accumulated leave, or on an
17 unpaid basis, at the employee's option.
18

19 **Section 9.1.6. Snow Days.**

20 Leave for school snow closure days may be granted for twelve (12) month employees with
21 immediate supervisor's permission. School snow closure days will not be deducted from
22 employee's pay or other granted leaves. This leave is not to exceed actual snow closure days
23 for the school year. If an extreme weather event takes place on a non-student day, employees
24 will communicate with their immediate supervisor regarding their work schedule. Employees
25 unable to report to work will be required to use accrued leave for the absence.
26

27 **Section 9.1.7. Bereavement Leave.**

28 Up to five (5) days leave with pay will be authorized by the District in the event of death of any
29 member of the immediate family and may be authorized by the District for other people of
30 significant relationship. Immediate family includes mother, father, spouse, son, daughter,
31 brother, sister, grandfather, grandmother, mother-in-law, father-in-law, and any other relative
32 living in the same household. Bereavement leave will not be deducted from sick leave for
33 immediate family members. If it is for another person of significant relationship, such
34 bereavement leave will be deducted from sick leave. The District retains the right to require the
35 employee to supply proof of death and/or relationship of deceased as well as justification of
36 time required for bereavement related activities.
37

38 **Section 9.1.8. Maternity and Paternity Leave.**

- 39 A. Unpaid maternity leave may be granted for a period not to exceed one year. Paternity leave
40 shall be granted for five (5) days to be deducted from the employee's available leave or on
41 an unpaid basis, at the employee's option.
42 B. In the event of a birth of a child to the employee's spouse, sick leave will be allowed. Such
43 leave shall be granted in increments of one-half (1/2) days.
44 C. An employee legally adopting a child should notify the District in writing of the intent to
45 take adoption leave stating the expected date of leave and return to employment. Adoption
46 leave or leave for foster children shall be granted for a period not to exceed two (2) months.
47

1 **Section 9.2. Personal Leave.**

2 Four (4) days of leave per year shall be granted with pay for personal leave for a twelve (12) month
3 employee. Three (3) days of personal leave will be granted to less than twelve (12) month employees.
4 Such leave is not cumulative and shall not be deducted from any accumulated leave.

5
6 The employee may cash out unused Personal Days in June, July, or August at the rate of fifty percent
7 (50%) for time accrued.

8
9 Three (3) days may be carried over from year-to-year to a maximum of seven (7) in any year for
10 twelve (12) month employees. Three (3) days may be carried over from year-to-year to a maximum of
11 six (6) in any year for less than twelve (12) month employees. The employee must give written
12 notification of carry-over no later than June 1; otherwise, the employee will be reimbursed for unused
13 leave.

14
15 The following shall govern the use of Personal Leave:

- 16 A. If possible, the employee will notify the building principal or immediate
17 supervisor five (5) days in advance of taking the leave.
18 B. The leave may not be taken on the day immediately preceding or immediately
19 following a three (3) day weekend, winter break, spring break, or during the final
20 week of the school year without the Superintendent’s approval.
21 C. In the event that more employees request Personal Leave on a given day than
22 there are available substitutes, then such leave shall be granted on the basis of
23 those making the earliest request(s).

24
25 **Section 9.3. Family Leave.**

26 The District shall post information on the Family Medical Leave Act (FMLA) at each employee work
27 site. Employees should be aware that certain use of FMLA could result in the employee exhausting all
28 accrued sick leave.

29
30 **Section 9.4. Additional Leave.**

31 The District will provide additional leave in accordance with Washington state law, including
32 Domestic Violence Leave and Faith or Conscience Leave. Additional information about specific leaves
33 can be found at www.leg.wa.gov.

34
35 **Section 9.5. Jury Duty and Subpoena Leave.**

36 Leave of absence with pay shall be granted for jury duty. Any compensation received for jury duty
37 performed on contracted days shall be paid to the District. The employee shall notify the District when
38 notification to serve jury duty is received. Employees may secure support from the District office in
39 seeking relief from jury duty when it interferes with professional obligations to the employee’s work
40 assignment.

41
42 Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of
43 law. If any witness fees are paid, that amount shall be paid to the District.

44
45 **Section 9.6. Washington State Paid Family and Medical Leave.**

46 Classified employees shall be eligible to receive paid leave under the Washington State Paid Family
47 and Medical Leave Program (PFML). Eligibility will be governed by the PFML regulations which is
48 fully administered by the Washington State Employment Security Department. Employees must have

1 worked a minimum of 820 hour within the past calendar year. The District shall pay the amount of the
2 employer payroll premium required by state law and the employee shall pay the employee premium.
3 Employees should contact Human Resources and/or visit www.paidleave.wa.gov for details.
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7 A R T I C L E X

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

9 **Section 10.1.**

10 The seniority of an employee within the bargaining unit shall be established as of the date on which
11 he/she was hired by the District (hereinafter “hire date”) unless such seniority shall be lost as
12 hereinafter provided.
13
14

15 **Section 10.2.**

16 Each new hire shall remain in a probationary status for a period of not more than sixty (60) days
17 following the hiring date. During this probationary period the District may discharge such employee.
18
19

20 **Section 10.3.**

21 At the end of the probationary period, the employee will be subject to all rights and duties contained in
22 this Agreement retroactive to the employee’s hire date.
23

24 **Section 10.4.**

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

- 26 A. Resignation from a bargaining unit position.
- 27 B. Discharge for any reason contained in this Agreement.
- 28 C. Retirement.

29 **Section 10.5.**

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

- 31 A. Time lost by reason of industrial accident or industrial illness for which a leave is
32 permitted, or judicial leave.
- 33 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of
34 the United States.
- 35 C. Time spent on other authorized leaves of absence, not to exceed one year.
- 36 D. Time spent in layoff status as hereinafter provided.

37 **Section 10.6.**

38 Seniority rights shall be effective within the general job classification. As used in this Agreement,
39 general job classifications are those set forth in Article I, Section 1.3.
40
41

42 **Section 10.7. Preferential Rights.**

43 The employee with the earliest hire date shall have absolute preferential rights regarding shift
44 selection, vacation periods and special services (including overtime). The employee with the greatest
45 seniority shall have preferential rights regarding promotions, assignment to new or open jobs or
46 positions, and layoffs when ability and performance are substantially equal with those individuals
47 junior to the employee. If the District determines that seniority rights should not govern because a
48

1 junior employee possesses ability and performance substantially greater than a senior employee or
2 senior employees, the District shall set forth in writing to the employee or employees its reasons why
3 the senior employee or employees have been bypassed.

4
5 **Section 10.7.1. Retention of Seniority Date.**

6 An employee who changes job classifications within the bargaining unit shall retain their hire
7 date in the previous classification and retain seniority status in the previous classification. The
8 employee will only accumulate seniority in the new position.

9
10 **Section 10.8. Job Posting.**

11 The District shall publicize within the bargaining unit the availability of new or open positions for no
12 less than five (5) business days. All postings will include a job description when possible and a closing
13 date. The hiring will take place as soon as possible after the closing date, the screening process and
14 proper interviews have taken place.

15
16 **Section 10.8.1. Trial Period.**

17 Employees who change job classifications or positions within their classifications within the
18 bargaining unit shall have twenty (20) working days on-the-job “trial period.” If, at the end of
19 the twenty (20) day period, the District deems the employee unqualified to meet the job
20 requirements, the employee shall be returned to his/her former position. The employee reserves
21 the right to return to his/her former position within the twenty (20) working days.

22
23 **Section 10.8.2.**

24 In the event an employee secures a position in another classification the employee will be
25 placed on the first year of the longevity schedule and all longevity years in the former position
26 will be forfeited. However, the years of seniority accrued in the former position will be
27 maintained.

28
29 **Section 10.9. Layoff.**

30 In the event of layoff, an employee may return to their previous job classification at the retained
31 seniority level in that classification. They may only bump an individual with less seniority in the
32 previous classification. Employees affected by a layoff shall be placed on an employment list
33 maintained by the District. Such employees will be recalled according to seniority rank, for openings
34 in the classification held immediately prior to layoff. Names shall remain on the layoff list for one (1)
35 year. Open positions will be posted for the consideration of current employees within the classification
36 before those openings are offered to employees on lay off.

37
38 **Section 10.9.1.**

39 Employees laid off shall file their addresses in writing with the Superintendent's office and
40 shall thereafter promptly advise the District in writing of any changes of address.

41
42 **Section 10.9.2.**

43 An employee shall forfeit employment rights if the employee does not respond to the offer of
44 employment within three (3) days after receiving the notice and will report for duty not more
45 than ten (10) working days after receiving notice of opening.

1 **Section 10.9.3.**

2 An employee laid off who rejects an offer of reemployment forfeits seniority; provided, that
3 such employee is offered a position substantially equal in wages, hours and benefits to that held
4 prior to layoff.

5
6 **Section 10.9.4.**

7 In the event of a reduction in force (RIF) employees hired prior to 2014 under the Maintenance
8 and Operations classification will be reduced based on seniority.

9
10 **Section 10.9.5. Substituting on Layoff.**

11 Employees on layoff shall be called first to substitute in any classification for which they are
12 qualified before any out of district employee is called. Employees who are on lay-off status and
13 are asked to substitute may refuse the work and not jeopardize their right to recall per Section
14 10.9.

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16
17 **ARTICLE XI**

18
19 **STAFF DEVELOPMENT**

20
21 **Section 11.1. Paraeducator Training.**

22
23 **Section 11.1.1. Core Competencies.**

24 Paraeducators employed by the Liberty School District have received training in or have
25 demonstrated their knowledge/skill for the Core Competencies 1-14. Courses designed or
26 designated as satisfying the criteria necessary for meeting the Core Competencies, which have
27 been successfully completed prior to the starting date of this contract, shall be acknowledged,
28 and applied to the requirements.

29
30 All new employees hired or assigned to work with special education students shall be provided
31 the opportunity to receive the necessary training. Whenever possible, training shall be during
32 the employee’s work time at no additional expense to the employee. If the training is not
33 available to an employee during his/her work time, the district shall cover expenses/materials
34 necessary to complete the course(s).

35
36 The record of the satisfaction of the Core Competencies shall be maintained in the employee’s
37 personnel file in the district administration offices. Satisfaction of Core Competencies may be
38 through training, observation or interview. The employee may petition the district for
39 recognition of having satisfied one or more of the Core Competencies through review of
40 courses taken, an observation by a supervisor or through an interview with a supervisor.

41
42 **Section 11.1.2. State Requirements.**

43 All paraeducators will meet the minimum requirements as defined by the state in order to work
44 with students.

45
46 **Section 11.2. District In-Service.**

47 In order to promote and encourage employee growth, the District will approve up to twelve (12) hours
48 of District sponsored in-service payable at minimum wage. First Aid training will be included in this



1 rate although the hours will not be included in the twelve (12) hours nor apply to the wage
2 enhancement provisions in Schedule B.

3
4 **Section 11.3. Professional Development Committee.**

5 The Professional Development Committee will be made up of one PSE member from each
6 classification, and the President or designee, plus one PSE member at large, to distribute District funds
7 of seven thousand dollars (\$7000) each year. These monies are intended for bargaining unit members to
8 be used for wage enhancement provided for in Schedule A. Operational procedures will be determined
9 by Chapter membership. Requests for funds will be made to and approved by the Professional
10 Development Committee and sent to the Superintendent for review. If the Superintendent does not
11 approve, the request will return to the Professional Development Committee for appeal.

12
13 **Section 11.4. Apprenticeship Program.**

14 The District and PSE mutually agree to the participation of the District employees in the Washington
15 Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC)
16 and the programs approved and registered with the Washington State Apprenticeship and Training
17 Council.

18
19
20 **ARTICLE XII**

21
22 **DISCIPLINE/DISCHARGE OF EMPLOYEES**

23
24 **Section 12.1. Just Cause.**

25 The District shall have the right to discipline or discharge an employee for just cause. If the District
26 has reason to discipline an employee, it shall be done in private. The Seven Tests of Just Cause will be
27 applied in all cases of discipline, per Addendum C.

28
29 **Section 12.1.1.**

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

32
33 **Section 12.2. Progressive Discipline.**

34 When disciplining an employee, the following progressive discipline model will apply as follows: (1)
35 Oral Warning – written record to supervisor’s working file only; (2) Written Warning sent to the
36 employee’s personnel file (3) Written Reprimand – with a plan of improvement– sent to employee’s
37 personnel file; (4) Suspension; (5) Discharge. Steps in this model may be skipped depending on the
38 severity of the infraction.

39
40 **Section 12.3. Representation (Weingarten Rights).**

41 An employee may request and shall be granted representation at any hearing/meeting that the
42 employee believes may result in discipline or discharge. Representation may be furnished by an on-site
43 member of the employee’s choice. If the Field Representative assigned to the Chapter is requested, the
44 representative shall have twenty-four (24) hours to arrange to attend.

45
46 **Section 12.4. Notification to Non-Annual Employees.**

47 This section is intended to be applicable to those employees whose duties necessarily imply less than
48 twelve (12) months (excluding vacations) work per year.

1
2 **Section 12.4.1.**

3 Should the District decide to discharge or lay off any non-annual employee, the employee shall
4 be so notified in writing prior to the expiration of the school year.

5
6 **Section 12.4.2.**

7 Nothing contained herein shall be construed to prevent the District from discharging an
8 employee for acts of misconduct occurring after the expiration of the school year. Any
9 disciplinary action may be appealed through the grievance procedure outlined in this
10 agreement.

11
12 **ARTICLE XIII**

13 **INSURANCE AND RETIREMENT**

14
15
16
17 **Section 13.1. SEBB Benefits.**

18 The District shall provide qualified employees with insurance benefits that align with the rules and
19 regulations set by the SEBB (School Employee Benefits Board).

20
21 **A. Availability:**

- 22 1. Qualified employees who work or will work a minimum of 630 hours during the year.
23 2. Open enrollment dates in the fall set per SEBB
24 3. Employees are responsible for enrolling online or with forms provided by SEBB.

25 **B. Benefits:**

- 26 1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision,
27 basic life/accidental insurance and long-term disability insurance.
28 2. Employees may select a carrier approved by SEBB

29 **C. Premiums:**

- 30 1. The district shall pay their portion of the employee premium as established by SEBB.
31 2. Employees will be responsible for their portion of the premium.
32 3. Any additional premium surcharges will be paid by the employee.

33
34 The annual open enrollment period is determined by SEBB. This period will be communicated by the
35 District and SEBB.

36
37 As per SEBB requirements, if a plan is not chosen during an enrollment period, the employee will be
38 defaulted into medical, dental, vision, life and accidental death and dismemberment, and long-term
39 disability as a single subscriber in the default plans. The employee will also be charged the tobacco use
40 premium surcharge and dependents will not be enrolled. In addition, employees will not be able to
41 change plans or enroll any eligible dependents until the SEBB program annual open enrollment or
42 unless they have a special open enrollment event that allows the change, such as a marriage, birth or
43 adoption.

44
45 **Section 13.2. Tort Liability.**

46 The District shall provide tort liability coverage for all employees subject to this Agreement while
47 acting within the scope of their employment.

1
2 **Section 13.3. Physicals.**

3 The District will pay all of the costs for physicals by a District approved medical provider, X-ray and
4 or health cards and mandatory drug/alcohol testing when required as a condition of employment for
5 District employees.
6

7 **Section 13.4. Retirement.**

8 In determining whether an employee subject to this Agreement is eligible for participation in a
9 Washington State Public Employees' Retirement System, (any and all SERS and PERS plans) the
10 District shall report all hours worked, whether straight time, overtime, or otherwise.
11

12 **Section 13.5. VEBA.**

13 The District shall provide, through its payroll system, the opportunity for the Association to participate
14 in a VEBA plan. The VEBA plan will include options for sick leave conversion, monthly
15 contributions, or cash out at the time of an eligible separation per state law.
16

17 **Section 13.5.1. Employee Contribution.**

18 PSE membership will vote annually to adopt/renew the parameters of their Association's
19 VEBA plan in conjunction with the contract year (September 1-August 31) to approve or
20 amend the amount, if any, of employee contributions into their VEBA accounts.
21

22 **Section 13.5.2. District Contribution.**

23 The District shall provide, as an employer paid benefit to help defray out-of-pocket medical
24 expenses, an annual VEBA contribution of two hundred fifty dollars (\$250) per employee in
25 the month January. This health reimbursement arrangement (HRA) program shall in no way
26 effect or replace any existing VEBA plan currently offered to bargaining unit employees which
27 allow for eligible employees to cash-out unused sick leave into their VEBA accounts at the
28 time of retirement, pursuant to RCW 28A.400.210 and Section 9.1.4.1.
29

30 **Section 13.6. Insurance Committee.**

31 Should the District have an insurance committee a representative from the bargaining unit will be
32 invited.
33

34
35 **ARTICLE XIV**

36
37 **CHECKOFF AND ASSOCIATION MEMBERSHIP**

38
39 **Section 14.1. Association Membership.**

40 Each employee subject to this Agreement has the right to become an Association member in good
41 standing by paying monthly dues. Maintaining membership with the Association entitles an employee
42 to additional benefits of union membership. The Association shall be the custodian of record for an
43 employee's Association membership.
44

45 **Section 14.2. Authorizations and Revocation.**

46 An employee's written, electronic, or recorded voice authorization to have the employer deduct
47 membership dues from the employee's salary must be made by the employee to Public School
48 Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for

1 authorization of deductions, the employer shall as soon as practicable forward the request to Public
2 School Employees of Washington/SEIU Local 1948 (PSE).

3
4 Upon receiving notice of the employee's authorization from Public School Employees of
5 Washington/SEIU Local 1948 (PSE), the employer shall deduct from the employee's salary
6 membership dues and remit the amounts to Public School Employees of Washington/SEIU Local 1948
7 (PSE), by the first Monday following payroll.

8
9 The employee's authorization remains in effect until expressly revoked by the employee in accordance
10 with the terms and conditions of the authorization. An employee's request to revoke authorization for
11 payroll deductions must be in writing and submitted by the employee to Public School Employees of
12 Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization.
13 Revocations will not be accepted by the employer if the authorization is not obtained by the employee
14 to Public School Employees of Washington/SEIU Local 1948 (PSE). After the employer receives
15 confirmation from the exclusive bargaining representative that the employee has revoked authorization
16 for deductions, the employer shall end the deduction effective on the first payroll after receipt of the
17 confirmation. The employer shall rely on information provided by the exclusive bargaining
18 representative regarding the authorization and revocation of deductions.

19
20 **Section 14.3. PSE Regular Dues Check Off.**

21 The employer shall deduct PSE state dues from the pay of any employee who authorized such
22 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds
23 deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.
24 Transmissions will include payments and an electronic list of all represented employees with
25 deduction amounts. Transactions will be received by the first Monday following payroll.
26 Submissions are to include all employees covered by the Collective Bargaining Agreement. A
27 dues remittance form needs to accompany the payment every month and include membership
28 status changes.

29
30 **Section 14.4. Voluntary Political Action Contribution (COPE).**

31 The District will upon receipt of a written authorization form that conforms to legal requirements,
32 deduct from the pay of such bargaining unit employee the amount of contributions the employee
33 voluntarily chooses for deduction for political purposes and will transmit the same to PSE on the PSE
34 dues remittal check. Section 14.5 and 14.5.1. of the Collective Bargaining Agreement will apply to
35 these deductions. The employee may revoke the request at any time. At least annually, the employee
36 will be notified by the Association about the right to revoke the request.

37
38 **Section 14.5. Local Dues.**

39 The District will deduct by payroll deduction PSE local dues from all members of PSE from October
40 paycheck. In order for the District to deduct PSE local dues by payroll deduction, a Payroll Deduction
41 Authorization Form, which will include each member's name, amount to be deducted, and employees'
42 signatures must be completed by the local PSE organization. The form will be supplied by the district
43 and must be returned by the President of the local PSE to the business office no later than October 10
44 of each year.

45
46 **Section 14.6. Hold Harmless.**

47 The Association agrees to defend and hold the District harmless against any legal action brought
48 against the District in reference to valid membership.

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ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. Purpose.

The purpose of this procedure is to provide for the orderly and expeditious adjustment of individual grievances. Provided, that any employee at any time may present his/her grievance to the employer and have such grievance adjusted without the intervention of the exclusive bargaining representative as long as such representative has been given the opportunity to be present at that adjustment and to make its views known, and as the adjustment is not inconsistent with the terms of a collective bargaining agreement then in effect.

Section 15.2. Definitions.

Section 15.2.1.

A “grievant” shall mean an employee or group of employees filing a grievance.

Section 15.2.2.

A “grievance” shall mean a claim by a grievant that there exists a misinterpretation or misapplication of the terms of this Agreement.

Section 15.2.3.

“Days” shall mean classified workdays except in the event a grievance is not settled prior to the end of the school year, days shall mean weekdays excluding holidays.

Section 15.3. Procedure.

The adjustment of grievances shall be accomplished as rapidly as is possible. To that end the number of days within which step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the grievant and person by whom the grievance is being considered.

STEP I – Informal Discussion.

All employees shall take up the grievance in written form (Addendum B) to their immediate supervisor for an informal, private discussion, and every effort shall be made to adjust the grievance in this informal manner. A written response shall be given by the grievant’s immediate supervisor within five (5) days after the informal conference.

The employee shall reduce to writing in the grievance form (Addendum B) which will contain the following:

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

All grievances not brought to the immediate supervisor in accordance with the preceding paragraphs within thirty (30) workdays of the occurrence of the grievance shall be invalid and subject to no further processing.

1 All grievances not brought to the next step within five (5) workdays after the employee received the
2 written response shall be invalid and subject to no further processing.

3
4 **STEP II – Written.**

5 If the employee is dissatisfied with the outcome of the informal, private discussion, the grievant may
6 refer his written grievance (Addendum B) directly to the Superintendent. The Superintendent shall
7 arrange a formal conference with the grievant within five (5) workdays of the receipt of the written
8 grievance. Either party may be accompanied by others who might contribute to the acceptable
9 adjustment of the grievance. A written response shall be given to the grievant by the Superintendent
10 within five (5) workdays after the formal conference.

11
12 **STEP III – School Board.**

13 If no settlement has been reached within the five (5) workdays referred to in Step II and the
14 Association believes the grievance to be valid, the grievant may request in writing a formal hearing
15 with the Board of Directors (School Board). The conference shall occur by the next regular Board
16 Meeting or within ten (10) workdays, whichever is later. A written response shall be mailed or
17 delivered to the grievant within ten (10) workdays after the formal hearing.

18
19 **STEP IV – Arbitration.**

20 If the grievance has not been adjusted to the satisfaction of the grievant at Step III or if no decision has
21 been rendered within thirty (30) calendar days after the formal hearing with the Board, the grievant
22 may demand arbitration of the grievance through the arbitration service provided by the Public
23 Employment Relations Commission (PERC).

24
25 A request for a list of arbitrators may be made to the Public Employment Relations Commission
26 (PERC) by either party. The parties will be bound by the rules and procedures of PERC.

27 The costs for the service of the arbitrator, including per diem expenses, if any, and travel and
28 subsistence expenses and the cost of any hearing room, will be borne equally by the District and the
29 Association. All other costs will be borne by the party incurring them. The decision of the arbitrator
30 shall be final and binding upon the parties.

31
32
33
34 **ARTICLE XVI**

35
36 **SALARIES**

37
38 **Section 16.1.**

39 Salaries for employees subject to this Agreement are contained in this Schedule A attached hereto and
40 by this reference incorporated herein. Such salaries are for the entire term of this Agreement subject to
41 the terms and conditions of Article XVI.

42
43 **Section 16.1.1.**

44 If the District or any of its officials would be in violation of State Law or would incur any
45 penalty or decrease in State support as a result of the compensation and benefits provided
46 herein, the excess compensation and/or benefits provided shall be reduced to the maximum
47 amount legally allowable with the District or any of its officials incurring any penalty or
48 reduction in support. The reduction in compensation shall be at pro rata basis allowed all

1 classified employees who received any increase in compensation under collective bargaining
2 agreements or other contracts entered into with the District. Any over-payment may be
3 collected from the employee or offset against future payments as determined by the District;
4 provided, however, that should the District be informed by SPI of non-compliance, the local
5 Association president shall be notified within two (2) workdays after receipt of notice by the
6 District Superintendent. The Superintendent shall meet and consult with the local president and
7 his field representatives prior to making any adjustments.

8
9 **Section 16.2.**

10 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
11 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
12 worked, and rates paid with each paycheck.

13
14 **Section 16.2.1.**

15 Payday will be the last business day of the month.

16
17 **Section 16.3.**

18 The District and PSE of Liberty will work to support and improve the wage enhancement concept
19 converting clock hours to credits (10 clock hours = 1 credit) for District approved workshops and
20 classes.

21
22 **Section 16.4.**

23 Employees who attend workshops or other classes funded through their Professional Development
24 Committee (PDC) may submit related expenses for reimbursement from PDC funds. When employees
25 attend workshops at the request of their supervisor, all appropriate expenses will be paid, according to
26 current District policy, by the District.

27
28 **Section 16.5. Longevity.**

29 All employees new to the District in a permanent position shall be placed at year zero (0) on
30 Schedule A, unless they qualify for previous experience per Section 16.5.1. A new employee shall be
31 considered as one who has never worked for the District previously or who worked as a substitute in
32 that classification for less than ninety days. This does not apply to employees presently employed by
33 the District who change or add a classification or those substitutes who have worked in that job
34 classification for more than ninety (90) days previously.

35
36 In the event an employee secures a position in another classification the employee will be placed on
37 the first year of the longevity schedule and all longevity years in the former position will be forfeited.
38 However, the years of seniority accrued in the former position will be maintained, as per Section
39 10.8.1.

40
41 **Section 16.5.1. Transfer of Previous Experience.**

42 New employees who have previous school district classified experience in a position
43 comparable to that which she/he was hired for, will be hired in compliance with RCW
44 28A.400.300 and placed accordingly on Schedule A. Seniority is not transferrable.

45
46 **Section 16.6. Keys.**

47 Employees are encouraged to use due caution with school keys and/or building access devices/codes.
48 Employees shall be responsible for building keys checked out to them and shall report any loss of keys

1 to their supervisor or district office as soon as possible. Employees will remit twenty five (\$25) /Key to
2 the District for replacement. If the keys are later found, the District will refund fifty percent (50%) of
3 the paid replacement cost as long as the key(s) are still useable.

4
5 **Section 16.7. Transportation.**

6
7 **Section 16.7.1. Extra trips.**

8 Extra trips shall be compensated at the Extra Trip Rate established on Schedule A for the full
9 time of the trip door to door, including thirty (30) minutes per trip for warm-up, fueling and
10 cleanup.

11
12 **Section 16.7.2. To and From Home/Storage.**

13 The time for to and from home/storage will be determined and paid on the basis of the most
14 direct route. In order for the District to provide this service, drivers in the same general vicinity
15 may be transported, at District option, in the same vehicle. Therefore, in actual practice, the
16 most direct route may not be taken in order to accommodate the drivers in the carpool.

17 The “to and from” home/storage time will be compensated at the Washington State minimum
18 wage.

19
20
21 **Section 16.7.3. CDL and Physical Costs.**

22 The CDL requirements that call for out of pocket expenses to regular route drivers for
23 endorsements test and renewal will be reimbursed by the District in the year the costs are
24 incurred. Receipts must be presented before reimbursement can be made. The District will
25 reimburse the costs for physicals only if provided by a medical practitioner approved by the
26 District per Section 13.3.

27
28
29
30 **ARTICLE X V I I**

31
32 **TERM AND SEPARABILITY OF PROVISIONS**

33
34 **Section 17.1.**

35 The term of this Agreement shall be from September 1, 2020 to August 31, 2023.

36
37 **Section 17.2.**

38 All provisions of this Agreement shall be applicable to the entire term of this Agreement except as
39 provided in the following Section.

40
41 **Section 17.3.**

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

44
45 Provided, however, that the Agreement shall be reopened annually to negotiate salaries and insurance
46 benefits herein, Schedule B, and to consider the impact of any legislation enacted following execution
47 of this Agreement which may arguably affect the terms and conditions herein or create authority to
48 alter personnel practices in public employment.

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The parties may agree to waive annual negotiations regarding wages and insurance by specific reference herein.

Section 17.4.

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

Section 17.5.

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

Section 17.6.

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provisions shall be renegotiated pursuant to Section 17.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

LIBERTY CHAPTER

LIBERTY SCHOOL DISTRICT #362

BY: _____
Mike Shrode, Chapter President

BY: _____
Brett Baum, Superintendent

DATE: _____

DATE: _____



**CLASSIFIED SALARY
SCHEDULE A
LIBERTY SCHOOL DISTRICT #362
SEPTEMBER 1, 2021 – AUGUST 31, 2021**

Jan 1, 2021-Aug 31, 2021			Entry	Years	Years	Years	Years	Years	Years	Years	
Classification	Experience	Sub Rate	Year 0	1-4	5-8	9-13	14-19	20-25	26-29	30+	
MAINTENANCE & OPERATIONS											
	Custodian	\$17.07	\$18.09	\$ 18.83	\$ 18.97	\$ 19.20	\$19.54	\$ 20.21	\$ 20.50	\$20.81	
	Groundskeeper	\$17.07	\$18.09	\$ 18.83	\$ 18.97	\$ 19.20	\$19.54	\$ 20.21	\$ 20.50	\$20.81	
	Sweep/Errand/Warehouseman	\$ 15.15	\$16.17	\$ 16.94	\$ 17.11	\$ 17.33	\$17.63	\$ 18.32	\$ 18.61	\$18.89	
FOOD SERVICES											
	Cook	\$ 15.69	\$16.72	\$ 17.45	\$ 17.61	\$ 17.82	\$18.17	\$ 18.84	\$ 19.14	\$19.41	
	Food Server/Transporter	\$12.00	\$12.83	\$ 13.44	\$ 13.77	\$ 13.95	\$14.22	\$ 14.79	\$ 15.03	\$15.26	<i>*not using currently</i>
PARAEDUCATORS											
		\$ 14.06	\$15.09	\$ 15.65	\$ 15.83	\$ 16.04	\$16.34	\$ 17.00	\$ 17.28	\$17.55	
SECRETARIES											
		\$ 15.81	\$16.83	\$ 17.59	\$ 17.74	\$ 17.95	\$18.29	\$ 18.94	\$ 19.23	\$19.52	
TECHNOLOGY/MEDIA SPECIALIST											
		N/A	\$21.43	\$ 22.07	\$ 22.30	\$ 22.55	\$22.99	\$ 23.74	\$ 24.03	\$24.38	
OFFICE ASSISTANTS											
		\$ 14.06	\$15.09	\$ 15.65	\$ 15.83	\$ 16.04	\$16.34	\$ 17.00	\$ 17.28	\$17.55	
TRANSPORTATION											
	Bus Drivers	\$ 18.26	\$18.77	\$ 19.52	\$ 19.68	\$ 19.90	\$20.20	\$ 20.86	\$ 21.15	\$21.46	
	Type I Driver (without CDL)	\$ 14.71	\$15.22	\$ 15.86	\$ 16.04	\$ 16.24	\$16.54	\$ 17.20	\$ 17.50	\$17.76	
	Mechanic	\$ 19.72	\$20.23	\$ 21.00	\$ 21.14	\$ 21.36	21.68	\$ 22.33	\$ 22.63	\$22.97	
	Transportation Asst.	\$ 14.06	\$15.09	\$ 15.65	\$ 15.83	\$ 16.04	\$16.34	\$ 17.00	\$ 17.28	\$17.55	
	Extra Trip Rate	\$ 15.68									
	Regular Route Stand-by Rate		Minimum Wage								
			Rate*	Rate*	Rate*	Rate*	Rate*	Rate*	Rate*		
	Bus Driver Trainer		\$ 0.50	\$ 0.75	\$ 0.85	\$ 1.00	\$ 1.20	\$ 1.45	\$ 1.70		
*Rate is the Bus Driver Trainer's current bus driver rate on Schedule A without the credit/clock hour enhancement.											



SCHEDULE B CREDIT/CLOCK HOURS

ADDITIONAL PAY FOR CREDITS/CLOCK HOURS EARNED

Any employee may seek to improve his/her earning position by taking classes and workshops approved by the District. Credits or clock hours earned or earned prior to employment may be applied to the following schedule for salary enhancement. State salary increases will be applied to the current hourly rate of pay.

Clock hours equate ten (10) hours to one (1) credit for remuneration. The District has reviewed and evaluated all current employee credit/clock hour records and has agreed that the hours qualify for the stipend.

All new credit/clock hours will be submitted to the payroll clerk by September 5 of each year in order for the employee to be able to receive salary enhancement pay at the end of October.

5	10	15	20	25	30	45	60	75	90	105	120	135	150	165	180	195	210
Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits
\$0.25	\$0.30	\$0.35	\$0.40	\$0.45	\$0.65	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00	\$2.25	\$2.50	\$2.75	\$3.00	\$3.25	\$3.50	\$3.75

PROVISIONS

1. Credit or hours required to maintain licensing will not be counted, such as bus driver certification requirements, pesticide license, wastewater treatment license, etc. for salary enhancement. Hours or classes required to maintain certification for licensing will be at District expense. First Aid or EMT training will not apply toward salary enhancement.
2. Only classes or workshops that are appropriate for the employee's position will be applicable for salary enhancement. Classes or workshop hours will be counted in the classification they apply. In the event a District employee secures a position in a different classification, only those hours that pertain to the new classification will apply. At the time of the change in classification, a determination and a sign off between the District and the employee will be made on applicable hours for the new position.
3. Prior approval will be secured from the Supervisor or the Superintendent by the participant of the workshop or class before the District will grant the credits or clock hours toward salary enhancement. If the employee is dissatisfied with the decision of the supervisor, the employee may appeal this decision through the proper channels. Verification of attendance must be provided.
4. An employee may not progress beyond the 210 credit or 2100 clock hours on the salary enhancement schedule.
5. This salary enhancement proposal may be opened for discussion on an annual basis.
6. All classes approved will become a part of the employee's permanent personnel file.
7. Classes in the following general areas may be approved for general application for all classifications: Stress Management; Personnel Management; Interpersonal Relationships; Technology; General Studies (Math, Language Arts, etc.).

ADDENDUM A

The Seven Tests of Just Cause

In cases of disciplinary action there must be just cause.

The following are the seven tests of just cause.

1. NOTICE

Did the employer give the employee forewarning of the possible consequences of the employee's conduct?

2. REASONABLE RULE OR ORDER

Was the Employer's rule reasonably related to:

- A. the efficient and safe operation of the business, and
- B. the performance that the Employer might properly expect of the employee?

3. INVESTIGATION

Did the Employer, before disciplining the employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order?

4. FAIR INVESTIGATION

Was the investigation conducted fairly and objectively?

5. PROOF

Did the "judge" obtain substantial evidence that the employee was guilty?

6. EQUAL TREATMENT

Has the Employer applied its rules and penalties even-handedly?

7. PENALTY

Was the degree of discipline reasonably related to:

- A. the seriousness of the proven offence, and
- B. the employee's past record?

Does the punishment fit the Crime?

ADDENDUM B



PSE GRIEVANCE FORM

Employer: _____
Chapter: _____

PSE FILED: STEP 1 _____ STEP 2 _____ STEP 3 _____ STEP 4 _____ STEP 5 _____
DISTRICT
RESPONSE: STEP 1 _____ STEP 2 _____ STEP 3 _____ STEP 4 _____ STEP 5 _____

BIOGRAPHICAL DATA:

Grievant's Name: _____
Address: _____ (Mailing Address) _____ (City) _____ (Zip)
Home Phone: _____ Work Phone: _____
Position Title: _____
Hire Date: _____

SUBMITTAL INFORMATION:

I, _____, submit this grievance to _____
on _____ (Date), for investigation and resolution.

If the grievance is submitted by an Association representative, complete the following:

I certify that I am a _____ (Association Position) and have been authorized by
the grievant named above to file this grievance.

STATEMENT OF GRIEVANCE:

A. Facts on Which Grievance is Based: (If additional space is needed, please use back of form or an attachment.)

B. Provisions of Agreement Allegedly Violated (Article and Section Numbers):

C. Remedy Sought:

Signature of Party Submitting Grievance: _____ Date: _____

M-8
12-09



ADDENDUM C

LIBERTY SCHOOL DISTRICT

Credit / Clock Hour Activity Form for Classified Employees

Name: _____ Date: _____

Job Classification: Custodial Services _____
Food Service _____
Paraeducators _____
Secretaries _____
Transportation _____

Approved For: Specific to Classification Listed _____
General Application _____

NOT APPROVED (reason): _____

Signature of District Official: _____ Date: _____

Signature of Employee: _____ Date: _____

Workshop/Class Title: _____

Workshop Location: _____

Workshop Date(s): _____

Purpose for Attending: _____

(To Be Completed By Presenter)

Presenter's Signature: _____ Date: _____

Number of Clock Hours _____ or College Credit _____



ADDENDUM D
LIBERTY SCHOOL DISTRICT #362
SCHOOL BUS DRIVER EVALUATION

Employee's Name _____ Date _____

Pre-Evaluation Final Evaluation

Objective		Rating	Comments
Job skills observed by evaluator (on the road evaluation)	Pre-trip Inspection		
	Driving Ability		
	Student management		
	Bus Care		
	Safety and Judgment		
Public Relations			
Cooperativeness			
Attendance	Dependability		
	Punctuality		
Record Keeping			

1=Unsatisfactory 2=Needs Improvement 3=Meets Criteria 4=Exceeds Criteria

Evaluator's Comments and Recommendations: _____

Driver's Comments _____

 Evaluator's Signature Date Driver's Signature Date



ADDENDUM E
Performance Evaluation
Liberty School District
Maintenance & Operations

Employee Name: _____ Annual 90 Day Date

Evaluation is conducted to: Promote a better understanding of job requirements
 Explain overall expectations of administrators & supervisors
 Recognize the individual employee's level of competence
 Encourage professional growth and improvement of school district programs

Definitions of Performance Ratings: S - Satisfactory - Competent & dependable level of performance. Meets performance standards of the job
 I - Improvement Needed - Improvement is necessary.
 U - Unsatisfactory - Results are generally unacceptable & require immediate improvement.
 N/A - Not applicable or too soon to be rated.

QUALITY OF WORK	S	NI	U	NA	COMMENTS
Pride in Appearance of Work					
Works Accurately					
Initiative					
Dependability					
Uses Time Efficiently					
Follows Verbal & Written Instruction					
WORK HABITS	S	NI	U	NA	COMMENTS
Regular Attendance					
Punctual					
Adequate Notice when absent					
Willing to Accept Responsibility					
Suggests Changes to Improve Work					
Maintains Confidentiality					
Deals with Emergencies					
Demonstrates Teamwork					
Keeps Work Area Clean & Organized					
TECHNICAL ABILITY	S	NI	U	NA	COMMENTS
Knowledge of Job					
Operates Equipment for Position					
Maintains Tools & Equipment					
Maintains Building Security					
Outside Maintenance					
Building cleaning & Maintenance					
Follows Safety Procedures					
INTERPERSONAL SKILLS	S	NI	U	NA	COMMENTS
Cooperative					
Loyal to District & Supervisor					
Adaptable					
Interacts & Relates Well w/Public, Students & Other Staff Members					
Personal Hygiene & Dress					
Sensitive to Needs of Others					

Evaluator Additional Comments

Employee Comments

Evaluator Signature

Employee Signature

*(Your signature only indicates that you have read and discussed this evaluation with the evaluator,
 not that you necessarily agree or disagree with its content. You may attach a written response if you wish.)*



ADDENDUM F
Performance Evaluation
Liberty School District
Food Service

Employee Name: _____

Annual 90 Day Date _____

- Evaluation is conducted to:
- Promote a better understanding of job requirements
 - Explain overall expectations of administrators & supervisors
 - Recognize the individual employee's level of competence
 - Encourage professional growth and improvement of school district programs

1. TECHNICAL SKILLS	Rating
A. Prepares and serves food in proper manner	
B. Follows standard food Portion controls and price schedules	
C. Maintains cleanliness of food preparation areas	
Comments:	
2. QUALITY / QUANTITY OF WORK	Rating
A. Produces assigned work in accurate, neat and thorough manner	
B. Demonstrates ability to organize and prioritize work loads	
C. Accomplishes work on schedule	
D. Uses discretionary time effectively	
Comments:	
3. GENERAL JOB KNOWLEDGE	Rating
A. Understands and follows district and building/department policies, procedures and practices	
B. Maintains and deals with confidential information and communications in an ethical manner	
C. Inventories, orders, stores and uses materials wisely	
D. Operates equipment properly showing concern for well-being of self and others.	
Comments:	
4. INITIATIVE	Rating
A. Identifies problem	
B. Determines course of action within assignment	
C. Takes independent action as situation warrants	
Comments:	
<p>Definitions of Performance Ratings:</p> <p>S - Satisfactory - Competent & dependable level of performance. Meets performance standards of the job</p> <p>I - Improvement Needed - Improvement is necessary.</p> <p>U - Unsatisfactory - Results are generally unacceptable & require immediate improvement.</p> <p>N/A - Not applicable or too soon to be rated.</p>	
<p>Sep-04 Food Service Page 1 of 2</p>	



ADDENDUM F
Performance Evaluation (Cont.)
Food Service

5. PERSONAL CHARACTERISTICS	Rating
A. Dependability	
B. Attendance	
C. Punctuality (breaks, arrival and departure)	
D. Maintains appearance appropriate to type of work being performed	
E. Adapts readily to new situations, demands and emergencies	
F. Shows interest and pride in work	
G. approaches work in a positive manner	
H. Sensitive to needs of others	
Comments:	
6. INTERPERSONAL RELATIONS	Rating
A. Deals effectively with students, staff, parents and community	
B. Demonstrates teamwork	
Comments:	
7. EFFORT TOWARD IMPROVEMENT	Rating
A. Strives for personal and/or professional growth	
B. Responsive to constructive suggestion	
Comments:	

Definitions of Performance Ratings:

S - Satisfactory - Competent & dependable level of performance. Meets performance standards of the job

I - Improvement Needed - Improvement is necessary.

U - Unsatisfactory - Results are generally unacceptable & require immediate improvement.

N/A - Not applicable or too soon to be rated.

Absences: Number of incidents _____ Number of days _____

Discussed with individual on _____ Employee Signature

Date

(I acknowledge that this Performance Evaluation was discussed with me.)

Evaluator Signature _____ _____

Date

Employee's Comments (optional):



ADDENDUM G
Performance Evaluation
Liberty School District
Paraeducator

Employee Name: _____ Annual 90 Day Date _____

Evaluation is conducted to: Promote a better understanding of job requirements
 Explain overall expectations of administrators & supervisors
 Recognize the individual employee's level of competence
 Encourage professional growth and improvement of school district programs

Definitions of Performance Ratings: S - Satisfactory - Competent & dependable level of performance. Meets performance standards of the job
 I - Improvement Needed - Improvement is necessary.
 U - Unsatisfactory - Results are generally unacceptable & require immediate improvement.
 N/A - Not applicable or too soon to be rated.

1. QUALITY / QUANTITY		Rating
Accomplishes work on schedule. Demonstrates ability to organize and prioritize workloads.		
Comments:		
2. ATTENDANCE		Rating
The extent to which an employee is dependable, punctual with arrival and departure times as well as breaks. Adheres to assigned hours and scheduled times of job assignments. Gives adequate notice when absent.		
Comments:		
3. PERSONAL CHARACTERISTICS		Rating
Maintains appearance appropriate to type of work being performed. Shows concern for well being of self and others. Approaches work in a positive manner. Uses discretionary time effectively. Responsive to constructive suggestions. Ability to work with minimum supervision		
Comments:		
4. INTERPERSONAL RELATIONS		Rating
Ability to get along with supervisor and co-workers; courtesy, tactfulness and cooperation shown. Sensitive to the needs of others: students, staff and community. Demonstrates teamwork.		
Comments:		
5. RELIABILITY AND DEPENDABILITY		Rating
Can be depended upon to complete tasks. Handles emergencies in a proper manner. Adapts readily to new situations and demands.		
Comments:		



ADDENDUM G
Performance Evaluation (cont.)
Paraeducator

6. DECISION MAKING / JUDGEMENT	Rating
Understands and follows district and building/department policies, procedures and practices. Makes decisions based on policies, procedures and student's best interest. Evaluates alternatives. Respects and maintains confidentiality in dealing with records and individuals.	
Comments:	
7. INITIATIVE	Rating
Seeks out additional assignments and assumes additional duties when necessary. Identifies problems, takes independent action as situation warrants. Perceives the need for starting independent action within parameter established by supervisor.	
Comments:	
8. EFFORT TOWARDS IMPROVEMENT	Rating
Willing to improve current knowledge by acquiring new ideas and skills. Strives for personal and professional growth.	
Comments:	

Overall Comments: _____

Accomplishments or new abilities demonstrated since last review: _____

Absences: Number of incidents _____ Number of days _____

Discussed with individual on _____ Date Employee Signature _____
(I acknowledge that this Performance Evaluation was discussed with me.)

Evaluator Signature _____ Date _____



ADDENDUM H
Performance Evaluation
Liberty School District
Secretary / Office Assistant

Employee Name: _____ Annual _____ 90 Day _____ Date _____

Evaluation is conducted to: Promote a better understanding of job requirements
 Explain overall expectations of administrators & supervisors
 Recognize the individual employee's level of competence
 Encourage professional growth and improvement of school district programs

Definitions of Performance Ratings:

S - Satisfactory - Competent & dependable level of performance. Meets performance standards of the job

I - Improvement Needed - Improvement is necessary.

U - Unsatisfactory - Results are generally unacceptable & require immediate improvement.

N/A - Not applicable or too soon to be rated.

	S	I	U	N/A
1. JOB KNOWLEDGE/JOB PERFORMANCE				
Performs assigned duties				
Follows oral and written directions				
Complies with state, local, and district regulations				
Manages student behavior according to district policy and procedures				
Operates office machines/equipment appropriately				
Maintains records, reports as requested				
Demonstrates accurate keyboarding and computer skills				
Uses professional receptionist skills				
Demonstrates accurate bookkeeping skills				
Uses correct grammar, punctuation, and spelling in verbal and written communication				
Demonstrates ability to use foresight; effectively plans and organizes workloads				
Supervises students appropriately				
Comments: _____				
2. QUALITY OF WORK				
Completes work as directed				
Shows accuracy and thoroughness of work				
Comments: _____				
3. QUANTITY OF WORK				
Finishes assigned work within allotted time				
Comments: _____				
4. DEPENDABILITY				
Proves to be reliable in all situation				
Maintains good attendance				
Punctual				
Comments: _____				



5. INTERPERSONAL SKILLS	S	I	U	N/A
Demonstrates a professional and cooperative attitude in working with co-workers students, staff and the public				
Comments:				
6. COMMUNICATION SKILLS	S	I	U	N/A
Exchanges information accurately and appropriately Tactful and careful with communication				
Comments:				
7. PROBLEM SOLVING	S	I	U	N/A
Demonstrates initiative Demonstrates ability to deal with non-routine and emergency situations Punctual				
Comments:				
8. ADAPTABILITY	S	I	U	N/A
Adjusts to new assignments and working conditions Receptive to supervisor suggestions for improvement				
Comments:				
9. INDEPENDENCE / SELF-MOTIVATION	S	I	U	N/A
Performs assigned tasks with minimal supervision Recognizes needs and acts appropriately without direction Demonstrates appropriate use of discretionary time				
Comments:				
10. PROFESSIONALISM	S	I	U	N/A
Exhibits loyalty, confidentiality Follows district's policies and procedures Supports the goals of public education Perpetuates the characteristics of a positive role model Exhibits good judgment and common sense Presents a professional appearance appropriate for the assignment				
Comments:				

Overall Comments: _____

Absences: Number of incidents _____ Number of days _____

Accomplishments or new abilities demonstrated since last review: _____

Discussed with individual on _____ Employee Signature _____
Date (I acknowledge that this Performance Evaluation was discussed with me.)

Evaluator Signature _____ Date _____



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, LIBERTY CHAPTER AND THE LIBERTY SCHOOL DISTRICT #362 PURSUANT TO ARTICLE XVII, SECTION 17.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

1. The full open contract that expired August 31, 2020, was negotiated in February 2021.
2. A letter of agreement regarding the wages for 2020-2021 and VEBA contribution was negotiated and signed on September 22, 2020 for the 2021-2021 school year.
3. Wages for 2021-2022 will be negotiated no later than July 31, 2021 prior to the beginning of the 21-22 school year. At that time, the parties agree to open all of the following sections of the contract for negotiations:

Section 7.9.	Regarding Extra Work	(PSE Proposal 10)
Section 14.1-14.5.2.	Membership (Local Dues)	(PSE Proposal 17)
Section 17.1.	Terms of Agreement (4 years)	(PSE Proposal 21)
Section 17.3.	Regarding Reopeners	(PSE Proposal 22)
Schedule A	Minimum Wage/NS Position	(PSE Proposal 23)
Schedule A&B	21-22, & maybe 22-23, 23-24	(PSE Proposal 24)

This Letter of Agreement shall become effective upon signatures and shall be attached to the newly negotiated Collective Bargaining Agreement effective 9/1/2020.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

LIBERTY CHAPTER

BY: _____
Mike Shrode, Chapter President

LIBERTY SCHOOL DISTRICT #362

BY: _____
Brett Baum, Superintendent

DATE: _____

DATE: _____

