

COLLECTIVE BARGAINING AGREEMENT BETWEEN

SNOHOMISH SCHOOL DISTRICT #201

AND

PUBLIC SCHOOL EMPLOYEES OF SNOHOMISH #1124

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

Declarations of Principles are intended to set forth the basis for the collective bargaining relationship between the parties and are not subject to the grievance procedure contained in this Agreement.

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

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

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

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

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

PREAMBLE

This Agreement is made and entered into between Snohomish School District No. 201 (hereinafter "District") and Public School Employees of Snohomish, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Exclusive Representative Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing the interests of all such employees.

Bargaining Unit Composition Section 1.2.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees, including substitutes and temporaries (with the exception of high school and college students employed

by the District), who have worked for the District thirty (30) cumulative days in the last twelve (12) months, in the following general job classifications: Office Personnel, Facilities, Transportation, Educational Support, Health Services, and Technology. Provided further, the following positions will be excluded from the bargaining unit: all supervisory and confidential employees including the positions of Executive Assistant to the Superintendent, Executive Assistant to the Deputy Superintendent, Executive Assistant to the Executive Director of Human Resources, Human Resources Analysts, and Systems Engineers.

Substitutes and Temporary Employees Section 1.2.1.

Only the following Articles/Sections apply to substitute and temporary employees as set forth in Section 1.2.1: Article II, Article III, Section 3.1 to 3.4 only; Article XII, if they are expected to work at least ninety (90) days in one specific assignment; Article XIV; Article XV, limited to those matters specifically contained in this Section; the salary schedule rate of pay shall be the zero column for all categories except as provided in Section 16.3.

Substitute Employees: The term substitute shall refer to those persons employed to replace bargaining unit employees who are on paid or FMLA leave status, or to work in experimental or workload fluctuations situations of up to sixty (60) workdays. The District retains the right to terminate the employment of substitutes at its sole discretion.

Temporary Employees: The term temporary shall refer to those persons employed to cover emergency situations, replace an employee receiving workers' compensation who has exhausted sick leave, support for a low incidence placement student, or special projects on an as-needed basis for a period of time not to exceed ninety (90) workdays or seven hundred twenty (720) hours within a contract year. A paraeducator filling a temporary position of indeterminate duration, i.e., support for a low incidence placement student (i.e., a student with multiple or severe disability) or special projects on an as-needed basis may, with District notice to the Association, exceed ninety (90) workdays or seven hundred twenty (720) hours as a temporary employee within a school year. With the exception of monthly class load assistance, temporary work will be posted on the district website.

Association employees who do not work a forty (40) hour workweek will be considered first, on a seniority basis, for temporary work. Temporary employees shall be compensated and earn longevity credit as if the temporary employee were a regular employee.

Job Descriptions Section 1.3.

All bargaining unit employees shall be provided with current copies of their job descriptions. Job descriptions will be reviewed by the District on an on-going basis, as needed. Amended or newly created job descriptions in draft form will be provided to the Association President for review and comment. Said job descriptions shall also be distributed to employees holding the same or similar position for review and comment to be submitted to the Association President. The Association President's comments must be returned to Human Resources no later than fifteen (15) workdays from receipt of such draft job descriptions. The District acknowledges the Association's bargaining rights relating to the effect of an amended or newly created job description.

Performance Evaluations Section 1.3.1.

Job descriptions will be used as the basis for the evaluation form. Employees and supervisors will use the evaluation form for performance evaluation and goal setting for professional growth.

Job Description Reviews Section 1.3.2.

The District will review and update all bargaining unit job descriptions at least once every three (3) years.

Snohomish Aquatics Center Section 1.4.

1. The assignment of bargaining unit work at the Snohomish Aquatics Center campus and building is limited to bargaining unit employees working in positions of Custodian, Maintenance I (Grounds Laborer) or Maintenance II (General/Grounds) under the general job classification of Facilities, and Fiscal Specialist under the general job classification of Office Personnel.
2. Specifically excluded from work to be assigned to bargaining unit members any/all work performed within the pool area comprised of the spectator seating, competition natatorium, mechanical room, and the recreational natatorium.
3. No other Snohomish Aquatics Center work will be assigned to bargaining unit members.

ARTICLE II

RIGHTS OF THE EMPLOYER

Employer Rights Section 2.1.

Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy-making authority of the Employer Board, which authority the Employer Board specifically reserves unto itself. The management of the Employer and the direction of the workforce are vested exclusively in the Employer, subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer, in accordance with such policy or procedure as the Employer from time to time may determine. Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated. Management officials retain the right and obligation, according to Employer Board policy, to do the following: direct employees covered by this Agreement; hire, promote, retain, transfer, and assign employees; suspend, discharge, demote or take other disciplinary action against employees; release employees from duties because of lack of work or for other legitimate reasons; determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted; and subcontract work and designate the work to be performed by the Employer or others and the places where and the manner in which it is to be performed. These management rights are subject only to the expressed terms of this Agreement.

Reasonable Rules of the District Section 2.2.

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

Contracting Out Staff Section 2.3.

Contracting out of bargaining unit work will be in conformance with law.

Non-Discrimination Section 2.4.

The District agrees to adhere to the obligations of law related to non-discrimination.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Employee Rights Section 3.1.

It is agreed that all employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall neither encourage nor discourage membership in any employee organization.

Right to Council Section 3.2.

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

Right to Representation Section 3.3.

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

Classified Status Notification Section 3.4.

The District will provide each employee the following estimated information as soon as possible after the beginning of their work year: position, rate per hour, hours per day, workdays, holidays, vacation days, total paid days, and annual salary. Such notification shall not be construed as an individual contract.

Notification of Reasonable Assurance Section 3.5.

Less than twelve (12) month employees who are or are not to be employed for the following school year, shall be so notified as soon as the District has made such a determination, but no later than the last student day of the school year.

Change of Hours/Assignment Section 3.5.1.

Reasonable effort shall be made to notify an employee as to any change in hours, as well as change in job assignments from school year to school year, as soon as the District has made such a determination.

Access to Personnel File Section 3.6.

Employees shall have the right, upon reasonable notice, to inspect the contents of their official personnel file which shall be maintained at the Resource Service Center. Inspection shall be in the presence of a District designee. File contents may be reproduced for the employees as promptly as feasible. Employees shall pay for the expense of such reproduction. An Association representative may, at the request of the employee, be present during the review of any employee's file.

Personnel File Contents & Retention Section 3.7.

Materials concerning the employees' conduct, service, character or personality shall be placed in the personnel files only after the employees have had an opportunity to read them. The employees shall acknowledge having read such materials by signing the copies to be filed. The employees shall have the right to respond with a signed and dated statement to the material within thirty (30) days, and have that statement permanently attached to the document in the personnel file.

At the request of the employee, derogatory statements and any employee response to same shall be removed from the personnel file after they have been in the file for three (3) years from the date of entry, provided no further similar or related incidents have arisen and provided further, the right of removal shall not apply to substantiated information about verbal or physical abuse or sexual misconduct.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Right to Request Section 4.1.

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

Association Materials Section 4.2.

Representatives of the Association shall provide each new employee a copy of the bargaining agreement and any Association related materials.

Association Membership Information Request Section 4.3.

Upon request, the names, hire date, FTE, hourly rate, estimated paid days, work assignments, salaries, and addresses of employees in the bargaining unit will be provided to the President of the Association. The preceding data for new employees will be provided to the President of the Association within thirty (30) workdays of their hire date.

Access to Buildings Section 4.4.

Representatives of the Association, upon making their presence known to the District Building Administrator, or his/her designee, and upon receiving approval, shall have access to District premises during business hours, provided that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

Association Bulletin Board Section 4.5.

The District shall provide a bulletin board space at each work site for the use of the Association to post notices of their activities, matters of organizational concern, and other information related to Association interest. All information must, however, have the approval of the Association President. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees of Association pamphlets, notices, or literature on District property, other than herein provided.

Notification of Suspension/Discharge Section 4.6.

The Association President shall be promptly notified by the District of formal disciplinary actions (suspension or discharge) of any employees in the unit, in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein.

Association Business Section 4.7.

Time off with pay for members of the Association to attend to Association business shall be limited to a maximum of twenty-two (22) days per year, provided that no more than five (5) employees may be absent at the same time and no employee shall be granted more than five (5) total days of Association leave. The Association agrees to reimburse the District the cost of overtime and/or a substitute(s).

1. Representatives to the SSD/PSE Labor Management Committee shall suffer no loss of pay to participate in negotiation sessions and committee meetings on contract-related issues, as necessary.
2. Representatives of the Association shall suffer no loss of pay for participating in grievance hearings, held during regular working hours, provided that such meetings have been scheduled by the District.

Layoffs Section 4.8.

If the District is anticipating the layoff of employees, the District shall first meet to discuss the situation with the Association the necessity for and the method of such layoff.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Labor Management/Collaboration Section 5.1.

The parties agree to meet on an on-going, informal, and/or formal basis, as agreed to by the Association and the District, to discuss matters of mutual concern

1. It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are hours, wages, grievance procedures, and general working conditions of employees.



2. Upon the written request of the Association, the President of the Association and the Superintendent or his/her designee shall meet, on a mutually agreeable basis, to review matters relating to the administration of this Agreement.

Calendars Section 5.2.

The District and the Association agree to resolve calendars for the duration of the contract. Good-faith efforts will be made to resolve said calendars by April 1 of each year. If no agreement is reached by April 1, the calendar will be recognized as a fully bargainable issue. During the calendar-setting process, efforts shall be made to seek opinions of all employee groups, provided that, if the matter becomes a fully bargainable issue, it will be up to the District to coordinate the various interests regarding the school year calendar.

Section 5.2.

In October of the preceding school year, the Association will provide Human Resources in writing with their preference regarding the placement of the two hundred sixty one (261) non-work/non-paid days when it occurs in a calendar year during the winter break.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Workweek Section 6.1.

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

Employees shall be assigned to definite and regular work weeks, which shall not be changed without prior notice to the employees of one (1) calendar week, except in cases of emergency, or by mutual agreement.

Optional Workweek Section 6.1.1.

Twelve (12) month employees may request in writing a four (4) day, ten (10) hour workweek for the duration of the optional work schedule identified by the District. Employees shall indicate their preference for a Monday-Thursday or Tuesday-Friday work week no later than June 10. Requests will be denied by inverse seniority if a building would not be staffed. Other denials of requests by the employee's immediate supervisor shall be in writing and may be appealed to the Superintendent or the Superintendent's designee. The Superintendent's (or designee's) decision is final and may not be appealed.

Shifts Section 6.2.

Employees shall be assigned to definite and regular shifts with designated times of beginning and ending, which shall not be changed without prior notice to employees of one (1) calendar week, except in cases of emergency, or by mutual agreement. Each shift shall include adequate time to perform assigned duties.

Flexitime Section 6.2.2.

During any week with no student attendance days, the District shall make a good faith effort to accommodate written requests from employees to work a flexible hour shift, with the understanding that there will be no additional cost to the District and no negative impact on District efficiency.

Breaks Section 6.2.3.

Employees who work at least three and one-half (3½) hours per day will receive a fifteen (15) minute rest period. A second rest period of fifteen (15) minutes in duration will be provided to each employee who works seven and one-half (7½) or more hours per day. Sign language interpreters scheduled for six (6) or more hours shall be entitled to a second break.

Lunch Periods Section 6.2.4.

Employees who work five (5) or more hours shall have a thirty (30) minute uninterrupted lunch period. Employees required to work through their regular lunch periods will be given duty-free time to eat at a time agreed upon by the employees and supervisors to the extent allowed by law.

Closures Section 6.3.

In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the District will make reasonable effort through established procedures (i.e., phone tree, radio and/or TV, emergency conditions bulletins) to notify employees who must report to work. Employees required to report to work, and who comply, shall receive a minimum of two (2) hours pay in the event of such a closure. Employees not required to work shall not be entitled to any such compensation in the event of notification by the District of the closure prior to the start of the shift.

Staff Meeting Attendance Section 6.4.

Employees required to attend staff meetings outside the employee's assigned workday shall be paid at their regular hourly rate. An employee must be in attendance for not less than one-half (1/2) hour in order to qualify for compensation.

Summer Work Section 6.5.

Summer work shall be posted and bid by seniority. Employees who have worked ten (10) consecutive days or more during the summer shall be eligible to use the leaves covered in Article VIII based upon normal school year standards.

Overtime Section 6.6.

The emergency event is of a nature that needs to be addressed immediately, action cannot wait until the next scheduled business day and twenty four (24) hour notice cannot be given to the employee.

- All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employees' base pay.
- Holidays shall be treated as hours worked for the purposes of overtime.
- When outside groups are billed at overtime rates for custodial services, employees shall be paid at the overtime rate.
- An hourly wage payable at one and one-half (1 ½ times) the employee's regular rate will be paid when:

Emergency events that cannot be planned for occur such as the destruction of District property, severe weather conditions, or a natural disaster and the employee is compelled to work by the supervisor.

OR

The emergency event is of a nature that needs to be addressed immediately, action cannot wait until the next scheduled business day, and twenty four (24) hour notice cannot be given to the employee.

Sonitrol call-outs are not subject to this provision for emergency events unless the call-out is deemed by the supervisor to be an emergency event. requiring the employee to stay beyond two (2) hours. In this instance, the first two (2) hours of the Sonitrol call out would be compensated at the employee's regular rate of pay and subject to overtime provisions of Section 6.6. Additional time worked beyond the two (2) hours that the employee has been requested to provide services will be compensated at the emergency event rate of one and a half (1½ times) the employee's regular rate of pay.

Call Backs Section 6.6.1.

Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

Work Priority List Section 6.7.

Upon request, supervisors shall provide employees with written work priority lists.

Compensatory Time Off Section 6.8.

Unless specifically exempted, employees must receive overtime pay for hours worked in excess of forty (40) in a workweek at a rate not less than one and one-half (1½) their regular rate of pay.

In lieu of overtime compensation, an employee may receive compensatory time (comp time) off at a rate not less than one and one-half (1½) hours for each hour of employment for which overtime compensation is required.

Compensatory time off is paid time of the job that is earned and accrued by an employee instead of immediate cash payment for working overtime hours.

The accrual of compensatory time off as an alternative to cash payment for overtime is at the discretion of the supervisor.

Time accrued as compensatory shall be accounted for and expended within a reasonable period of time, preferably the end of the fiscal year.

If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Compensatory time shall follow the federal guidelines of the "Fair Labor Standards Act".

District Committee Participation Section 6.9.

Employees who are requested to serve on District committees shall be compensated at their regular rate if any other members of the committee are being paid by the District. Paid by the District shall be construed to mean the provision of additional compensation for committee service.

ARTICLE VII

HOLIDAYS AND VACATIONS

Holidays Section 7.1.

The following paid holidays will be recognized to the extent they fall within each employee's work year:

- | | |
|---------------------------|---------------------------------------|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Business Day before Christmas Day |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. Business Day after Christmas Day |

Juneteenth (June 19) starting in the 2022-2023 school year and New Year's Eve Day shall be a recognized holiday for twelve (12) month employees.

Special workshops or in-service training days held in August shall not be considered active payroll for purposes of holiday eligibility. If a holiday falls on a Saturday, the employees will be given the preceding Friday as the holiday. If a holiday falls on a Sunday, the employees will be given the following Monday as the holiday.

Holiday Eligibility Section 7.1.1.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked on their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that, because of illness, they were unable to work on either or both of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

Vacation Service Credit – Twelve (12) Month Employees Section 7.2.

A year of service for calculating vacation credit will be granted newly hired employees if their hire date is prior to March 1. For employees beginning employment after September 1, vacation days will be prorated. Such employees will still be eligible for prorated summer vacation, provided that, in the event said employee does not complete one (1) year with the District, the unearned vacation pay will be deducted from the final check.

Employees shall earn vacation days according to the following schedule.

<u>Years of Service</u>	<u>Paid Days of Vacation</u>	<u>Years of Service</u>	<u>Paid Days of Vacation</u>
0-3	10	11	18
4	11	12	19
5	12	13	20
6	13	14	21
7	14	15	22
8	15	16	23
9	16	17	24
10	17	18-24	25
		25 +	26

Custodian Vacation Usage Section 7.2.1.

Custodians may be granted vacation during Christmas and Spring Break if consistent with building needs as determined by the building administrator and Custodial Supervisor. At least one (1) custodian shall be on duty in each school five (5) workdays prior to the first student day and five (5) workdays after the last student day of the regular school year.

Vacation Usage During the School Year Section 7.2.2.

For twelve (12) month employees other than Resource and Service Center and Maintenance employees, a maximum of ten (10) days may be used during student attendance days, subject to prior approval by immediate supervisor of at least five (5) days in advance.

Vacation Approval – Seniority Rights Section 7.2.3.

The employee with the earliest hire date within a general job classification and within the building where the employee is assigned, shall have absolute preferential rights regarding vacation periods, subject to Article X of this Agreement, provided that the request is submitted by the first business day of March. Disputes over vacation schedule priorities shall be resolved by the SSD/PSE Labor Management Committee whose decision shall be final. All vacation requests submitted after March 1 require supervisor approval and shall be submitted in writing a minimum of five (5) days prior to the leave.

Vacation Accrual Section 7.2.4.

Vacation days may be accumulated up to a maximum of thirty (30) days. Accrual above thirty (30) days must be taken in the year it is accrued.

Vacation - Annual Cash Out Section 7.2.5.

Twelve (12) month employees in good standing are eligible to cash out a maximum of forty (40) hours of accrued vacation hours in excess of two hundred and forty (240) hours maximum each year during the month of August. Payment for said cash out shall be at the employee’s regular hourly rate of pay and paid during the month of October.

Vacation Cash Out Upon Separation Section 7.2.6.

Regular full-time employees who resign or retire from employment with the District shall be eligible for up to two hundred and forty hours (240) of pay in lieu of vacation. Said employee shall

receive the additional pay in one (1) payment. Employees who are terminated or who abandon their job will not be eligible for payment of accrued vacation.

Monetary Compensation In Lieu of Vacation Days - Less than 12 Month Employees Section 7.3.

Employees who work less than twelve (12) months are entitled to monetary compensation in lieu of vacation days according to the following schedule and completed years of service.

	9 Mo. = 176/180	10 Mo. = 204/209	11 Mo. = 220
	Paid Vacation Day	Paid Vacation Day	Paid Vacation Day
	<u>Equivalent</u>	<u>Equivalent</u>	<u>Equivalent</u>
0 to 8 Years	7	8	9
9 Years	8	9	10
10 Years	10	12	14
11 Years	11	13	15
12 Years	12	14	16
13 Years	13	15	17
14 Years	14	16	18
15 Years	15	17	19
20 Years	19	21	23

Vacation provided in Section 7.2 and Section 7.3 will be prorated for employees hired after September 1 or the first day of school, whichever is applicable.

Calculation of Service Credit – Less Than 12 Month Employees Section 7.3.1.

A year of service for calculating vacation credit will be granted newly hired employees if their hire date is on or before February 14.

ARTICLE VIII

LEAVES

Leaves of Absence with Pay and Benefits Section 8.1.

Sick Leave Section 8.1.1.

Employees assigned one hundred eighty (180) or more workdays shall be allowed a maximum of twelve (12) days leave with pay each year, accumulative as allowed by state law. The employee is authorized to use sick leave for the following reasons:

1. Personal illness or injury including disability;
2. Personal emergencies that require the employee’s attention and are of such a nature that prior planning is not possible; and

3. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

For purposes of this section, "family member" means any of the following:

- a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- c) A spouse;
- d) A registered domestic partner;
- e) A grandparent;
- f) A grandchild; or
- g) A sibling.

Absence Verification Section 8.1.1.1.

The District may require a signed statement from a licensed medical practitioner to verify the need for treatment, care or supervision for any absence which exceeds five (5) days. The parties agree and understand that the supervising administrator may in the event he/she sees a pattern of regular, excessive or unusual absences, discuss such absences with an employee. After such discussion, the District may require a health care provider's certificate for future use of sick leave. Any employee may be represented by a designated official of the Association in all such meetings.

Sick Leave Proration Section 8.1.1.2.

Sick leave will be prorated for partial year and less than full-time employees.

Notification of Illness or Injury Section 8.1.1.3.

Employees shall promptly give notice of illness or injury by telephone or message to their immediate supervisor or other District-designated authority. Employees will make every attempt to notify the District no later than one (1) hour before their starting time of work.

Disability Leave Section 8.1.1.4.

Employees who are physically unable to perform the functions of their position for medical reasons may be granted a disability leave, upon request. Disability leave, if granted, will be deducted from sick leave. Disability leave may be granted to such employees for illness (mental or physical), injury, surgery, pregnancy, childbirth, miscarriage or abortion, and may only be granted for a period of actual disability.

Coordination of Worker's Compensation and Sick Leave Section 8.1.1.5.

If an employee is absent for reasons which are covered by worker's compensation. The employee shall complete the District form indicating the option of their choice regarding pay. If the employee chooses to receive compensation from the District, a deduction shall

be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Employee Disability Notification Section 8.1.1.6.

Employees shall notify the superintendent or his/her designee in writing as to the nature of the expected disability, the beginning date and the expected duration, as verified by a qualified physician. In cases in which prior notification is not possible, and the disability is immediate, employees shall notify the superintendent or his/her designee within five (5) workdays of the nature of the disability and the expected duration, as verified by a qualified physician. The District reserves the right to require a physician's certification as proof of a disability for any absence.

Expiration of Disability Section 8.1.1.7.

Expiration of the disability shall be when the employees' attending physician confirms the ability of the person on disability leave to resume work with appropriate duties. If employees return to duties less than full duties of the position, their status shall be reviewed after sixty (60) days. The District shall have no obligation to create a new position for employees who cannot return to full duties of their assigned position. The District may, at its discretion, have employees examined by a physician of the District's choice at any time and at the District's expense. Disability leave shall not exceed one (1) year.

Excess Sick Leave Usage Section 8.1.1.8.

Sick leave absences shall be deducted from the employee's sick leave balance. If the employee has exhausted their leave, then the absence shall be deducted from the employee's personal leave, if there is not personal leave balance from which to draw, then his/her vacation leave will be accessed. If the employee has exhausted all available leave, then the absence due to sick leave shall be unpaid leave (salary deduction). (The District is to follow FMLA guidance on leave usage).

Attendance Incentive Program - Sick Leave Buyback Section 8.1.1.9.

The parties have negotiated per Chapter 275, 1983 Regular Legislative Session, and hereby agree that the District will implement the employee Attendance Incentive Program, as per the current effective statute at the time of application by employees. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, eligible employees may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year, at a rate equal to one (1) day's monetary compensation to the employees for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury, for which compensation has been received, shall be deducted from accrued leave for illness or injury, at the rate of four (4) days for every one (1) day's monetary compensation.

At the time of separation from District employment due to retirement or death, eligible employees or employees' estates shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury.

Bereavement Leave Section 8.1.2.

Up to five (5) days for leave with pay shall be granted in the event of each death in the immediate family and/or member of the household. For this purpose, the immediate family is defined to include: spouse, domestic partner, child, step-child, foster child, parent, step-parent, sibling, grandparent, or grandchild.

1. Up to three (3) days for leave with pay shall be granted for mother-in-law, father-in-law, son-in-law, daughter-in-law, or for a relative residing in the employee's household.
2. Up to two (2) days for leave with pay shall be granted for brother-in-law, sister-in-law, great grandchild, aunt, uncle, nephew, niece, or first cousin.
3. One (1) day shall be granted in the event of the death of a close friend.

Personal Leave Section 8.1.3.

Employees may be granted three (3) days leave for personal matters which require that the employee be absent during the regular workday. The days may be granted without requiring employees to state any reasons for the leave beyond the term personal. No more than five percent (5%) of a school/department may utilize personal leave on the same day. Employees shall notify and/or receive approval for the leave by 9:00 p.m. two (2) workdays prior to the leave. Personal Leave shall be granted provided a qualified substitute is available if one is necessary. Personal leave shall not be deducted from sick leave.

Employees who do not exhaust their personal leave allotment shall have the following options:

1. Up to two (2) unused days may be carried over into the next school year for a maximum total accumulation five (5) personal days. The total allowable carry over will be based on the employee's daily hours from the school year that just concluded.
2. To be cashed out at the employee's regular rate; a specific amount of hours, designated by the employee or their total remaining balance of hours.

An employee with any remaining personal leave hours may elect a combination of option #1 and #2 above, (i.e. An employee with a remaining balance of eight (8) hours may elect four (4) hours to be cashed out and four (4) to be carried over.)

Using a District Payroll Form, employees shall notify the District of their intent to cash out or carry over unused personal leave days. If an employee has not provided the District with said form by the close of the current school year, the District will automatically assume that any unused personal leave days are up to a maximum of two (2) days are to be carried over into the next school year and any personal leave in excess of two (2) days will automatically be cashed out. Personal leave cash outs shall be paid annually in September.

So long as State retirement regulations view the cash out of unused personal leave days by Plan 1 employees as excess compensation, if an employee cashes out personal leave days in the final two (2) years of employment prior to retirement, such amount of "cash out" will be deducted from the employee's pay. Any employee who terminates employment shall receive payment for earned, unused personal time prorated to their separation date.

District/ Association Early Release Benefit Section 8.1.3.1.

Employees whose regular assignment is more than three and a quarter (3¼) hours per day shall be entitled to the equivalent of one (1) day of paid leave. Said time will be used on the student early release day before Thanksgiving and last student early release day prior to Winter Break. It is the expectation that the employees arrive at their building at their designated start time and cease their workday when the student day has ended, utilizing the District/ Association Early Release Benefit. Employees wishing to augment their benefit by utilizing personal leave, will be subject to the absence cap of Section 8.1.3.

Positions that do not align with the student calendar and/or schedule (i.e. RSC staff, Maintenance and Grounds staff, and Custodial staff) shall have the option to utilize this benefit the day before Thanksgiving and/or the last workday before Christmas, whichever is agreed to by the employee's immediate supervisor.

In the event this benefit is not utilized, it will not be carried forward or cashed out, except for bus drivers, due to the nature of their work. Cash out will be paid in February at the bus driver's rate of pay.

Family Medical Leave Act Section 8.1.4.

In compliance with the Family Medical Leave Act of 1993, for employees who have completed at least twelve (12) months of service with the District, and have worked for at least seven hundred twenty (720) hours during the twelve (12) months immediately preceding the leave (note: these eligibility rules may not be strictly applicable in the case of disability related to pregnancy or childbirth and specific eligibility is determined by the Payroll & Benefits Department), the District will provide up to twelve (12) weeks of leave with paid benefits for employees with qualifying events (i.e., birth of child and care of newborn, placement of child for adoption or foster care, care for employees' spouse, child, or parent, parent-in-law or grandparent with a serious health condition, and because of a serious health condition which makes employees unavailable to perform the functions of their job). Employees will be required to use accrued leave during this time. Accrued leave includes sick, vacation and personal leave. Employees taking Family Medical Leave for their personal health condition will be required to provide a physician's statement regarding availability for duty prior to returning to work.

Parental Leave Section 8.1.5.

An employee will be granted up to four (4) days noncumulative paid leave per year for a birth or adoption occurring during or adjacent to the employee work year. Parental leave under this section shall normally commence in a continuous block of workdays including the child's birth or adoption date and shall precede all other leaves in sequence of use by the employee.

Other Leaves Section 8.2.

Military Leave Section 8.2.1.

Leave for military service and return from said leave shall be granted in accordance with State and Federal law.

Jury Duty and Subpoena Leave Section 8.2.2.

Employees who are summoned to serve as jurors or are obligated to appear in court as parties or subpoenaed witnesses, shall notify their immediate supervisors immediately upon learning of the need for leave. Evening shift employees shall be released from work on the same basis as day shift employees. For jury duty, employees shall receive normal pay. Employees who must be absent for judicial proceedings as parties will be entitled to leave without pay. Employees who are subpoenaed as witnesses shall be granted leave with normal pay provided that leave shall be without pay if said employees are subpoenaed in cases brought or supported by the Association or as witnesses with a direct or indirect interest in the proceedings.

Leaves of Absence without Pay Section 8.3.

Child Care Leave Section 8.3.1.

Employees may be granted up to one (1) year leave of absence without pay and benefits for the purpose of childcare, including care of an unborn child. The length of the leave shall be requested by employees; beginning and ending dates should fall on quarter or semester breaks or coincide with natural breaks in the school year.

Extended Disability Leave Section 8.3.2.

Employees who exhaust accumulated sick leave for a disability may apply for shared leave. If the employee exhausts both sick leave and any shared leave, an extended disability leave without pay and benefits shall be granted for the duration of the disability, or through the remainder of the current school year ending August 31, following the exhaustion of sick and shared leave, whichever occurs sooner. The District shall have the discretion to grant additional extended disability leave based on employee's prognosis of recovery.

Leaves at District Discretion Section 8.3.3.

Other leaves of absence not covered may be granted upon the recommendation of the Superintendent and at the discretion of the Snohomish School Board of Directors.

Return from Leave Section 8.3.4.

Employees returning from leave covered under Section 8.3. will be offered a position within the returning employee's job classification comparable (in terms of work assignment, pay and hours) to that occupied before the leave of absence, if available. If the employee fails to accept such a comparable position, all rights of employment with the District will be forfeited.

Employees will retain unused sick leave, vested vacation rights, and seniority rights while on leave. However, additional vacation credit, sick leave, seniority and salary experience credit shall not accrue while the employees are on leave, except as otherwise required by law or specifically stated to the contrary herein.

Leave Sharing Section 8.4.

The District shall implement a Leave Sharing program consistent with rules and regulations of the State of Washington.

ARTICLE IX
TRANSPORTATION

Regularly Scheduled Runs Section 9.1.

All transportation runs in support of the K-12 program shall be defined as regular scheduled runs, hereinafter designated as “runs”.

Charter Reports Section 9.2.

At the customary labor management meetings(s), the District will notify the Association of bus charters and the reason(s) for said charters.

Driver Workday Section 9.3.

The workday for bus drivers shall be established in the District Transportation Department in relation to runs and driving time requisite to fulfilling tasks that are assigned by the District. Driving time shall commence with departure from the designated parking site and shall conclude upon arrival at the designated parking site. Bus drivers shall be given two (2) hours minimum pay per run.

Non-Driving Duties Section 9.3.1.

In addition to the two (2) hour minimum pay per run (Section 9.3), drivers who drive four (4) hours or more per day will be paid for one (1) half hour per day for non-drive time (i.e.: two and one-half (2 ½) hours per normal five (5) day workweek) for the express purpose of maintaining cleanliness on the driver’s assigned bus(es). Cleanliness includes but is not limited to sweeping, mopping, removal of gum, wiping down walls, ceilings, and seats, washing windows, washing the bus exterior, vacuuming the interior of the bus and reporting torn or damaged seats. Non-driving duties additionally include bus fueling and student management issues (i.e.: disciplinary paperwork, phone calls in accordance with District requirements, student lists and meeting with District administrators).

Driving Assignments of 3.5 Hours or Less Section 9.3.2.

Drivers who are paid the two (2) hour minimum pay per run (Section 9.3.) and whose daily driving assignment is three and one-half (3 ½) hours per day, are required to perform all eligible for the additional pay for non-driving duties.

Pre-Trip Section 9.4.

Drivers required to pre-trip more than one (1) vehicle per day will be compensated fifteen (15) minutes for each additional, required pre-trip. Drivers shall be expected to fuel, clean, and safety check during this time.

Physical Examinations Section 9.5.

The District will provide an amount annually for physical examinations for transportation classified employees equal to the amount established by the district approved health care provider for medical certification purposes. Each employee will be responsible for paying the physician of their choice and will be reimbursed by the District after submitting an invoice with a copy of the physician’s statement.

CDL Reimbursement Section 9.6.

Upon completion of sixty (60) consecutive days of employment, the District will reimburse any driver for reasonable costs incurred in obtaining a Commercial Driving License. Said reimbursement will be in accordance with the District's reimbursement procedures.

Annual Bidding Section 9.7.

Bus drivers shall be requested to attend a meeting called by the Transportation Supervisor no earlier than twenty (20) days or later than three (3) days prior to the beginning of the school year for the purpose of choosing runs for the upcoming year. The date for said meeting shall be established after the student calendar is determined and approved. All runs will be described, including approximate time and equipment which will be used. Bus drivers will be able to choose runs according to seniority. The Transportation Supervisor may recommend to the Executive Director of Business Services any exception(s) to seniority. Any decision(s) may be subject to grievance procedures. The Transportation Supervisor shall assign buses based upon the District's needs and in consideration of the employees' needs.

To be awarded a bid, a driver on a leave of absence (paid or unpaid) in excess of five (5) workdays must provide proof acceptable to the District of the driver's ability to assume full responsibilities and requirements of the selected run from the beginning scheduled date of the run.

Driver Assignment Review Section 9.7.1.

After a driver's initial assignment based on the annual bid, a driver may request a review of his/her assignment to determine the actual driving time of the assignment, provided that said review will not occur before October 10, will not exceed ten (10) consecutive workdays, and shall be prospective from the date of the request for review.

Driver Vacancy Section 9.8.

If a vacancy occurs during the school year, the vacancy will be posted at Transportation for five (5) days. Drivers (regular employees, not substitutes) may sign up on the "open route" sheet. Within ten (10) days of closing the vacancy posting, the Transportation Supervisor shall hold a meeting for those drivers who signed up on the "open route" sheet. The purpose of the meeting is to fill the posted vacancy and any subsequent vacancies that occur due to filling the initial, posted vacancy. The initial vacancy and any subsequent vacancies resulting from filing the initial vacancy will be filled on the basis of seniority from the "open route" sheet.

A driver who has signed up on the "open route" sheet but is unable to attend the meeting to fill the initial and subsequent vacancies may appoint a designee with the authority to exercise the driver's seniority right for the selection of a vacancy.

To be awarded a vacancy, a driver on an authorized leave of absence (paid or unpaid) in excess of five (5) workdays must provide proof acceptable to the District of the driver's ability to fill a posted vacancy from the date on which a vacancy is scheduled to be filled.

If the vacancy awarded a driver returning from an authorized paid leave of absence or Family Medical Leave Act (FMLA) is fewer hours than the driver's regularly scheduled assignment held at the time the leave of absence was granted, the driver will be assigned additional hours of work, as determined by the Supervisor, to make up the difference between the hours worked prior to the leave and the hours bid on

and assigned to the returning driver. The benefit of additional hours of work will be discontinued when the driver bids and is awarded a different regular assignment or when the next annual bid occurs whichever event occurs earlier. Section 8.3.4. will apply to all employees returning to work from leaves covered under Section 8.3. Leaves of Absence without Pay.

Should a position remain vacant after all regular drivers have been awarded open routes based on seniority, the remaining position will be posted on the District website for a minimum of five (5) days.

Midday Runs Section 9.9.

Midday runs are defined as those runs in addition to the morning and afternoon runs. Midday runs shall be given one (1) hour minimum pay per run and shall be paid in addition to the two (2) hours minimum pay per run as stated above, if any. Only classified persons meeting state requirements will be assigned to drive buses on regular scheduled daily runs.

Midday Roster Section 9.10.

There shall be no limit to the number of midday runs that may be assigned to drivers, except where such assignment would cause drivers to exceed forty (40) hours per week. The District shall make a midday drivers' roster, based on seniority. The District will post the sign-up roster each day. Bus drivers without conflicting midday runs, shall sign up to be considered eligible for being midday replacement drivers. The District shall assign those drivers who have indicated availability on a seniority basis.

Driver Overtime Section 9.11.

Drivers assigned to more than forty (40) hours per week may, at the discretion of the supervisor, be paid overtime or be permitted to relinquish one (1) midday assignment per week. A relinquished assignment shall be posted for bid.

Continuous Time Section 9.12.

The employer has the right to compensate employees on the basis of continuous time between assignments to avoid payment of an additional minimum guarantee. If there is thirty (30) minutes or less between routes in which the actual time of the routes meets or exceeds the guaranteed minimum time, the employee shall be paid continuous time.

Extra Trips Section 9.13.

All District bus transportation activities which involve the transportation of student(s), other than regular daily scheduled runs, shall be defined as extra trips.

1. Extra trips will be awarded on a seniority rotation basis. Drivers will not be awarded an extra trip if the trip would cause the driver to exceed a forty (40) hour week.
2. Extra trips will be paid at the driver's hourly rate for all hours worked. During an overnight trip, employees will be paid a minimum of eight (8) hours per day. All trips which are non-contiguous to a regular route or another trip shall be considered a minimum two (2) hour call.
3. Except for "late notice" trips, extra-trips will be posted on the bid board for twenty-four (24) hours. Drivers interested in late notice trips must sign-up by 2 pm Friday to be eligible for such trips for the following week (Monday-Sunday).

4. "Late notice" trips will be posted on the bid board for bidding; except that an extra-trip request coming to the Transportation Supervisor with less than a twelve (12) hour notice will be assigned by the Transportation Supervisor.
5. A driver who bids on an extra-trip and then withdraws the bid and within the same semester bids on another extra-trip and withdraws that bid will be removed from the seniority rotation list for the remainder of the semester. A verifiable emergency shall not constitute a withdrawal as determined by the Transportation Supervisor.
6. If an extra-trip is cancelled by the District after the driver has reported for the extra-trip, the driver bidding the trip will receive two (2) hours of pay.
7. The Transportation Supervisor may deviate from the extra trip roster when the special needs of the students warrant consideration. In this situation, the replacement drivers selected will pass their normal turn on the extra trip roster.

Van Usage Section 9.14.

A van with a driver other than a District bus driver may be used if nine (9) or fewer students are to be transported to a District authorized event or activity.

When there are more than nine (9) students to be transported, an additional van (or vans) may be used provided that the additional van(s) used to transport students will be driven by District bus drivers. The following trips are exempt from the requirements that additional van (or vans) will be driven by District bus drivers.

- Boys and Girls Basketball – State
- Wrestling – State
- Boys and Girls Tennis
- Cross Country – State
- Track – State
- Swimming – State
- Cross Country Practice
- Golf
- CTE Activities (e.g.: Robotics, Biotech)
- Girls Volleyball – State
- Debate/Speech

When no District bus drivers are available to transport students to a District authorized event or activity, the District at its option may elect to transport students by charter or by more than a single van with drivers other than District bus drivers so long as no more than eighteen (18) students are transported to any one (1) event. Lack of available District bus drivers will be verified with the transportation Association representative.

ARTICLE X

HIRING, PROBATION, SENIORITY AND LAYOFF PROCEDURES

Hiring Process Section 10.1.

The District shall post within the bargaining unit for five (5) workdays the availability of open positions, as soon as possible after the District is apprised of the opening. When an employee resigns, retires, or is terminated, the employee's position will not be considered open until the Board has approved said resignation, retirement or termination of employment. The District will make reasonable efforts to fill posted positions within (30) days of the original posting.

Hiring Exemptions Section 10.2.

Employees with job evaluations marked "proficient" or "exemplary" in all categories for the prior two (2) years and who are applying for a transfer to an identical position at a different building at the same level shall not be subject to District testing.

Para-educators who are applicants for a new or open para-educator position and who meet the Washington State requirement under Every Student Succeeds Act (ESSA) will not be subject to District-required testing, unless the new or open position requires special skills or abilities (i.e.: foreign language, "signing", use of assistive technology, etc.).

Probationary Period - New Hires Section 10.3.

New hires shall remain in a probationary status for a provisional period of not more than ninety (90) actual days of work. During this probationary status the District may discharge such employees at its discretion.

Upon completion of probationary status, employees will be subject to all rights and duties contained in this Agreement.

Transfers During Probationary Period - Current Employees Section 10.4.

Employees promoted to a higher-level position or hired into a new general job classification shall be on probationary status of not more than forty-five (45) days of actual work in the same assignment. If the District exercises the probation option, the employee shall be placed in an existing, equivalent position or moved back to the previously held position. Such placement shall be done in consultation with the Association. This probationary process shall be grievable to the extent that the District decision is arbitrary and capricious.

Transfer Eligibility Section 10.5.

Employees on probation or who received an overall score of "emerging" in any evaluation criterion or a score of "unsatisfactory" on four (4) or more evaluation elements on their annual evaluation or who are on a Plan of Improvement are ineligible for transfer. The District may waive this provision with notification to the Association.

Transfer Eligibility for Office Personnel Section 10.5.1.

To be eligible for an interview under the general classification of Office Personnel, the following must be met:

1. “Proficient” or “exemplary” in every evaluation category
2. Test scores must be eighty percent (80%) or better
3. Two (2) Association members must be part of the interview team

Decisions will be made based on fifty percent (50%) interview scores, twenty five percent (25%) applicable experience, and twenty five percent (25%) confidential references.

Seniority Section 10.6.

The seniority of employees within the bargaining unit shall be established as of the date on which employees accept continuous daily employment (hereinafter hire date) unless such seniority shall be lost or adjusted as provided in this Article.

1. The signed and certified seniority list dated January of the current school year shall be final and binding.
2. Adjusted hire dates shall be used within each classification. The job classification hire date shall be determined on the date the employee began continuous daily employment in that classification, provided that said hire date shall only be adjusted in full month increments to reflect entire scheduled work month(s) in a nonaccrual status as defined in Section 10.8. Employees whose scheduled work year is less than twelve (12) months shall have this hire date adjusted twelve (12) months upon missing the equivalent of one (1) work year.
3. Ties in classification seniority shall be first broken by use of District seniority and secondly by signed letter of acceptance date and time. Ties in date and time of letter of acceptance shall be broken by lot.

Transfer Limitation Period Section 10.7.

New or existing employees who have accepted a position or transfer within the District are required to maintain employment in the new position for the balance of the fiscal year or a period of six (6) months of assigned work, whichever is greater, before being eligible to apply for a different position within the District unless the position is available in their current building location and within their general classification. Acceptance of and transfers to a new position shall be limited to one (1) award per fiscal year, September 1 to August 31.

Seniority Rights Within Job Classification Section 10.8.

Seniority rights shall be effective within the general job classification. After the application of classification seniority, district wide seniority shall apply based upon original hire date. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.2. The application of district wide seniority is limited to the opportunity for a job interview for employees applying for a position outside of the employee’s current job classification. The application of seniority rights within the general classification of Office Personnel and Facilities shall be limited to the opportunity for an interview.

Transfers for the Betterment of the District Section 10.9.

Seniority shall prevail in bargaining unit transfers and promotions provided, however, that the District retains the right to transfer employees between buildings, when necessary, for the betterment of the District, if said transfers do not substantially affect the wages and number of hours of employees.

Preferential Seniority Rights Section 10.10.

The employee with the earliest date of hire shall have preferential rights regarding open posted positions for which they have properly applied when qualifications, ability and performance are judged by the District to be substantially equal with junior applicants.

Employee Bypass Section 10.11.

If the District determines to bypass a senior applicant, the District shall provide written reasons for such bypass within seven (7) calendar days of the written request for said reasons from a senior bypassed applicant. Such request must be made within five (5) workdays of notification that a less senior applicant was selected. In no case shall the District be required to write more than one (1) bypass letter per posting, which shall be directed to the most senior, bypassed employee requesting a bypass letter.

Loss of Seniority Section 10.12.

The seniority of employees shall be lost for the following reasons:

1. Resignation;
2. Discharge for justifiable cause; and/or
3. Retirement.

Seniority Accrual Section 10.13.

Seniority rights shall not be lost and shall continue to accrue for the following reasons:

1. Time lost by reason of industrial accident, industrial illness, or judicial leave;
2. Time spent on paid sick leave or temporary disability leave;
3. Time on leave-of-absence granted for the purpose of serving in the Armed Forces of the United States; and
4. Time spent on other authorized leaves not exceeding one (1) calendar month.

Seniority Retention Section 10.14.

Seniority rights shall not be lost but shall not further accrue for the following reasons:

1. Time spent in layoff status as hereinafter provided;
2. Time spent on authorized leaves exceeding one (1) calendar month, except as provided in Section 10.13;
3. As provided in Section 10.15; and
4. Change in job classification within the bargaining unit. Employees who change job classifications within the bargaining unit shall retain their hire date in the previous classification, even though they have acquired a new hire date and a new classification.

Seniority Outside of Bargaining Unit Section 10.15.

Employees who assume positions with the Snohomish School District outside the bargaining unit (exempt or teacher) shall retain their bargaining unit seniority for a period of one (1) calendar year. Such limitation shall not apply when a position is returned to bargaining unit status through negotiations or a decision of the Public Employment Relations Commission.

Layoff Section 10.16.

1. In the event of layoff, employees will be identified for retention by seniority within job title categories, within general job classifications as reflected in the Association Schedule A.
2. The employee with the earliest hire date shall have preferential rights regarding layoff, subject to conditions of Section 10.10.
3. All bumping to avoid layoff shall be on a lateral or downward level when the senior employee is qualified to perform the duties of the position. The District shall have the authority to direct such a bump between positions that are similar in wages, hours, and working conditions during a layoff situation.

Reemployment Procedures Section 10.17.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees may use their seniority to apply for new and open posted positions in in their classification(s) in compliance with the transfer process reflected in Section 10.9. Names shall remain on the reemployment list for eighteen (18) months.

During the timeframe of May 1 through September 30, posting requirements will move to at least two (2) consecutive business days.

1. Employees on layoff status shall file their addresses, in writing, with the Human Resource Service Department, and shall thereafter promptly advise the District, in writing, of any change of address.
2. Employees shall forfeit rights to reemployment as provided in this section, if employees do not comply with the requirements of Section 10.17, or if employees do not respond to the offer of reemployment within ten (10) workdays.
3. Employees on layoff status who reject offers of reemployment forfeit seniority and all other accrued benefits; provided that, such employees are offered positions substantially equal to that held prior to layoff.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

The District shall have the right to discipline or discharge an employee for cause. The issue of cause, if contested, shall be resolved in accordance with the grievance procedure hereinafter provided.

ARTICLE XII

GRIEVANCE PROCEDURE

Complaints or Grievances Section 12.1.

Complaints or grievances arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. “Days” hereinafter shall mean District business days. At any point during the grievance procedure, the aggrieved may file a written notice to the Superintendent terminating the grievance.

First Step Section 12.2.

Employees shall first discuss the complaints with their immediate supervisors. Any complaint not brought to the immediate supervisors, in accordance with the preceding sentence, within twenty (20) days of the occurrence of the incidences that gave rise to the complaint, shall be invalid and subject to no further processing.

Second Step Section 12.3.

If the complaint is not resolved to the employees’ satisfaction in accordance with the preceding subsection, employees have ten (10) days after talking to the supervisors to move the complaints forward as grievances, by putting the complaint in writing and submitting it to the supervisors. A statement of the grievance shall be signed by the grievant and dated and contain the following:

1. The facts on which the grievance is based;
2. References to the provisions in this Agreement which have been allegedly violated; and
3. The remedies sought.

To be valid, a grievance must be submitted on a form agreed upon by the parties. Employees shall submit the grievance to the appropriate supervisor with copies to the Executive Director of Human Resources and the Association. If employees wish, the employees may be accompanied by an Association representative at subsequent discussions or meetings. The parties will have ten (10) workdays from submission of the grievance to resolve the grievance. A written statement indicating the dispositions of the grievances shall be furnished to the aggrieved. If agreeable dispositions have been made, the aggrieved parties shall terminate the grievance in writing within ten (10) days.

Third Step Section 12.4.

If a settlement has not been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, the grievance shall be submitted within fifteen (15) days to the District Superintendent or the Superintendent’s designee. After such submission, the parties will have fifteen (15) workdays to resolve the grievance. A written statement indicating the disposition of the grievance shall be furnished to the aggrieved. If an agreeable disposition has been made, the aggrieved parties shall terminate the grievance in writing within ten (10) days.

Arbitration Section 12.5.

If a settlement has not been reached within the fifteen (15) days referred to in the preceding subsection, and the Association believes the grievance to be valid, then the grievant may, in writing, within ten (10)

workdays thereafter, request that the matter be submitted to an arbiter for prompt hearing, as hereinafter provided.

1. Issues must involve the interpretation or meaning of specific provisions of this Agreement.
2. When timely requests have been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide particular cases. If the parties are unable to agree to an arbiter within ten (10) workdays after the submission of the written requests for arbitration, the provision of Section 12.4 shall apply to the selection of arbiters.

American Arbitration Association Request Section 12.6.

In the event the arbiter is not agreed upon as provided in Section 12.5 (#2), the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the general nature of the cases. When notification of the names of the seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

Arbitration Proceeding Section 12.7.

Arbitration proceedings shall be in accordance with the following:

1. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision, in writing, to both parties within twenty (20) days (unless mutually extended) at the completion of the hearing.
2. The arbiter shall be authorized to rule and issue a decision, in writing, on the issue presented for arbitration, which decision shall be final and binding on both parties.
3. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing, except when there is mutual agreement in the presence of both parties.
4. Each party to the proceedings may call such witnesses as may be necessary in order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of the grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at, the matters set forth in the grievance.
5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
6. The District and the Association shall, by mutual consent, fix the amount of compensation to be paid for the services of the arbiter. The Association or the District, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter, including necessary expenses.
7. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic costs.

Final Decision Section 12.8.

All decisions arrived at under the provisions of this Article, by the representatives of the District and the Association or the arbiters shall be final and binding upon both parties; provided, however, in arriving at such decisions neither of the parties nor the arbiters shall have the authority to alter this Agreement in whole or in part.

The arbiter shall be without power of authority to add to, subtract from, or alter any of the terms of this Agreement or award damages. Make-whole remedies, including interest, shall not be considered damages.

The arbiter shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

As provided by law, no unlawful reprisal of any kind will be taken by the District against any employee because of his or her participation in any grievance.

Time Limits Section 12.9.

Time limits provided in these procedures may be extended only by mutual agreement when signed by both parties.

Failure on the part of the District at any step of these procedures to communicate the decisions on complaints or grievances, within specific time limits, shall permit the grievant to lodge appeals to the next step on these procedures.

Complaints or grievances not advanced by the grievant from one step to the next step within the time limits of that step shall be subject to no further processing.

ARTICLE XIII

STAFF DEVELOPMENT

Compensated Training Section 13.1.

Full-time employees attending District training courses during their workday, as a condition for continued employment, shall suffer no loss of pay for attending the courses. Less than full-time employees attending such courses as a condition of continuing employment on one of their non-workdays shall be compensated for each hour of attendance at their base hourly rate.

Non-Compensated Training Section 13.2.

Employees who elect to meet training requirements for continued employment, imposed by the State and/or District policy at times other than the District-scheduled training courses, shall be permitted to use their staff development funds as identified in Section 13.4 to attend these substituted alternative courses or training, provided the courses or training are scheduled to take place on non-duty time and further provided that employees electing to attend such substitute courses or training will not be compensated for time spent in training our courses.

Advisory for Staff Development Topics Section 13.3.

The Association may designate volunteer committees within work groups to propose topics and instructors for staff development days. The Executive Director of Human Resources will meet with said committees to review recommended topics and instructors. In all cases, the District retains the right of final approval for all staff development days.

Professional Development Expenses & Out-of-Pocket Medical Expenses Section 13.4.

Each employee will receive one hundred dollars (\$100) in his/her June paycheck for professional development expenses and out-of-pocket medical expenses incurred over the current fiscal year.

Said dollars will be awarded on a prorated basis during the initial year of hire. Year-round employees who are hired on or after March 1 are eligible for half (½) of the yearly dollars. Less than year-round employees hired on or after February 14 are eligible for half (½) of the yearly dollars.

The parties acknowledge that all funds in Section 13.3 and 13.4 are contingent upon continuous levy passage.

Professional Development Fund Section 13.5.

The District will establish a training fund of twenty-five thousand dollars (\$25,000) annually for Professional Development. Such training dollars shall be administered by a joint Labor Management Committee. The Committee shall develop guidelines for distribution of such dollars. The professional development fund is designed as a complement to and not designed to replace normal building or department training. Unused training funds at the end of a school year shall be "rolled over" into the following school year, not to exceed five thousand dollars (\$5,000). Under no circumstances will the training fund exceed thirty thousand dollars (\$30,000).

Section 13.6.

During the 2017 Legislative session, the Paraeducator Board was created and tasked to adopt paraeducator minimum employment requirements; establish general, subject matter and advanced paraeducator certificates; and make recommendations for a paraeducator career path. As a result, the certificate program was created. This professional development will help ensure paraeducators are provided the training they need to be an effective educational partner. The requirements set forth by the Paraeducator Board are fourteen (14) hours of study per year. New employees are required to complete twenty-eight (28) hours of training during their first year of employment.

Paraeducators are anticipated to complete this training during their work hours, on Fridays or during conference week as time allows. Individuals whose assignment does not permit them to complete this training during their work hours may, with authorization from their administrator, complete the training outside of their workday, on site. When an employee is required to complete training outside of the workday, he/she shall be paid at the employee's current rate of pay, or the overtime rate, if applicable. Failure to comply with the State's training requirement may result in ineligibility to begin the subsequent year on the first day of school. Should the requirements change, we will follow state guidelines.

ARTICLE XIV

ASSOCIATION SECURITY

Membership Section 14.1.

The District and the Association understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both the Association and the District that the District representatives shall remain neutral on the issue of Association membership and respect all employee's decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU Local 1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU Local 1948 upon employment with the District.

Membership Rescission Section 14.2.

Association members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to the Association, following the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, the Association shall inform the District of the employee's non-member status consistent with the notification Section 14.3.

If a member asserts that their wish to rescind their membership has not been approved by the Association, the employer, at its discretion, can cease withholding dues and will communicate with the Association the timing and rationale for its action. In the event that the employee remains a member of the Association, the District will reinstate the withholding of dues and deduct any other dues owed to the Association by the member.

New Hire Notification Section 14.3.

The District shall notify the Association and the agreed bargaining unit representative of all new hires within ten (10) days of hire date, or soon as practical, including name, home mailing address, job title, work email, work location and hire date. At the time of hire, the Association will inform the new hires of the terms and conditions of this Article.

COPE - Political Action Committee Section 14.4.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on a check separate from the Association dues transmittal check. The Association shall be responsible for drafting a mutually acceptable written authorization form and collecting and furnishing same to District for any interested employee. Section 14.6 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time.

At least annually, the employee shall be notified by the Association about the right to revoke the request. The District shall not be obligated to make deductions of any kind under this Section 14 when the deduction would cause the employee's pay to drop below the current federal or state minimum hourly wage requirement. Once any funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

Dues and Checkoff Section 14.5.

The Association shall provide the District with a full and complete list of bargaining unit employees who are current members of the Association, and shall provide updates, additions, and/ or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via voice authorization or by E-signature in accordance with “E-SIGN”. The Association will provide a list of those members who have agreed to Association membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. The Association will be the custodian of the records related to voice/E-signature authorizations. The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records. The District shall deduct Association dues from the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

Hold Harmless Section 14.6.

The Association agrees to defend, indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District pursuant to proper implementation of this article, entitled Association Security.

ARTICLE XV

INSURANCE

Health Insurance-SEBB (School Employee Benefits Board) Section 15.1.

Beginning January 1, 2020, and each new school year thereafter, the parties agree to abide by the provisions mandated by State Law and the School Employee Benefits Board (SEBB) regarding employee benefits. The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law and the School Employees Benefit Board.

Section 15.2.

The Board will continue classified employees as additional named insured on the District’s liability and errors and omissions insurance programs. The scope of protection will not exceed the coverage purchased for the District.

Section 15.3.

Employees shall be entitled to participate in a tax shelter annuity plan provided that such plan must be approved by the District and at least five (5) employees.

Section 15.4.

Participation in VEBA III shall be determined on an annual basis by the Association, provided there is no cost to the District.

Benefit FTE Calculations Section 15.5.

Holidays and vacation time will not be used to calculate an employee’s benefit (FTE) for less than twelve (12) month employees.

Washington State Paid Family Medical Leave (PFML) Section 15.6.

The District agrees to pay the full payroll premium for the Washington State Paid Family and Medical Leave law. The District agrees to pay the employer portion of the PFML premiums and a maximum of fifty percent (50%) of the employee portion of the monthly payroll premiums for PFML.

ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Salary Schedule Placement Based on Previous Experience Section 16.1.

When an employee leaves one public school district within the state and commences employment with the Snohomish School District, the employee shall be granted Salary Schedule placement, vacation and sick leave benefits as required by law. New employees with job experience other than a Washington State public school district, which is comparable to the school position for which they are hired, shall be hired at the salary step equivalent to a minimum of one-half ($\frac{1}{2}$) the number of years computable as job experience as determined by the Employer, to a maximum placement of Step 5 on the Salary Schedule. After completion of the probationary period, employees may appeal their initial placement to the Executive Director of Human Resource Services, whose decision is final and binding.

Placement Based on Substitute Hours Section 16.2.

Substitute employees who become regular employees shall be entitled to advanced placement on the salary schedule, based upon actual and verified days worked in the current and immediately preceding school year.

Substitute Rate & Retired Employees Section 16.3.

Bargaining unit substitute employees will be paid at the beginning rate for the job classification in which they are assigned. Retired employees of Snohomish School District who return to substitute employment in a classification in which they were employed, shall be placed on the schedule consistent with Section 16.1. but shall receive no other benefits.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Compensation & Pay Period Schedule Section 17.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Employees shall receive their annual salary payment in twelve (12) equal monthly installments on the last District workday of each month. Employees shall receive a full accounting and itemization of authorized deductions.

Rounding to the Nearest Quarter Hour Section 17.2.

For purposes of calculating daily hours, time worked will be kept by hours and minutes, which will be rounded to the nearest one-quarter ($\frac{1}{4}$) hour on a daily basis.

Controlled Substance Testing Section 17.3.

Time spent in complying with controlled substance and alcohol testing at the direction of the District shall be treated as hours worked.

Salary Schedule Section 17.4.

Salaries for employees subject to this Agreement, during the term of this Agreement, shall be based on the salary schedule contained in this Agreement, where applicable, and shall take effect on September 1 of each year during the term of this Agreement; provided, employees have been actively employed continuously for at least one-half (½) of the previous employment year.

Position Transfers Placement Section 17.5.

Employees who transfer to a position which has a higher rate of compensation shall be placed on the first step of the new schedule which reflects at least twenty cents (\$0.20) per hour salary increase. When transferring to a lower paid position, an employee shall be placed at the same experience level held in his/her former position.

District Directed Position Transfer Section 17.5.1.

If the reclassification is due to increased responsibilities at the time of the reclassification, the step placement will reflect Step 0 or a minimum of a fifty cent (\$0.50) per hour increase.

Higher Classification Pay Differential Section 17.5.2.

Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to the first step in the higher classification that results in an increase in pay.

Optional Extra Day Section 17.6.

Employees shall have the option of submitting one (1) day worth of their regularly scheduled daily hours as one (1) additional day of compensation once each year during the term of this Agreement. This time shall be in addition to the employee's regularly scheduled hours and shall be for tasks or assignments mutually agreed upon between the employees and the employees' supervisors.

Part-time employees have the option of working this extra day on a non-scheduled workday. Other options for working this additional one (1) day will be as mutually agreed upon between the employees and the immediate supervisors, as long as the additional hours do not exceed the eight (8) hour day or the forty (40) hour work week. Employees will submit the additional hours on a District timesheet. The parties acknowledge that all funds in this section are contingent upon continuous levy passage.

Overnight Stays Section 17.7.

Employees required to remain overnight on District business shall be reimbursed for reasonable room and board expenditures.

Private Vehicle Travel Section 17.8.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis, at the rate established by the District in compliance with IRS amounts.

Tool Stipend Section 17.9.

The District shall reimburse each mechanic and each employee filling a Maintenance V position up to nine hundred dollars (\$900) per year to acquire, replace or repair tools. All purchases must have prior supervisor approval using Appendix C (Tool Request Form) which includes a written explanation of the necessity of the tool as it relates to the job duties. Tools purchased with these funds will become the property of the employee upon separation. These funds can also be used for the purchase of District approved protective work boots. The mechanics shall provide their own tools to perform job functions in addition to the tool allowance.

Tool Theft Section 17.9.1.

To be eligible for replacement of stolen tools, employees shall provide a complete tool inventory each, updated as appropriate and approved by the employee's supervisor. Employees are responsible for securing tools in a District designated facility. Tools stolen will be replaced by the District upon verification by law enforcement of facility break-in and theft of tools.

Personal Tools Section 17.10.

Maintenance employees, who utilize their personally owned tools in the fulfillment of required duties, must submit an annually updated inventory of such tools for recommendations by the Maintenance Director to the Executive Director for approval. Personally owned tools may be added to the inventory at any time, subject to the recommendation of the Maintenance Director to the Executive Director for approval. The Maintenance Director will determine conditions under which such tools may be stored on school premises. Such properly inventoried and stored tools will be replaced by the District when broken or stolen as a result of approved District use.

Coveralls/Uniforms Section 17.11.

1. **Mechanics:** The District shall provide and launder coveralls and/or uniforms for mechanics.
2. **Maintenance:** Maintenance personnel are required to wear uniforms as specified by the District. Said uniforms will be provided through a District designated vendor. The initial purchase allowance of four hundred dollars (\$400) per employee shall be expended no later than August 31, of an employee's initial year of employment in maintenance, and shall not exceed three hundred dollars (\$300) per employee for each fiscal year thereafter. These funds can also be used for the purchase of District approved protective work boots, provided that the uniform has been first purchased.
3. **Custodians:** Custodial personnel are required to wear uniforms as specified by the District. Said uniforms will be provided through a District designated vendor. The initial purchase allowance of two hundred dollars (\$200) per employee shall be expended no later than August 31 of an employee's initial year of employment in the custodial department and shall not exceed one hundred and fifty dollars (\$150) per employee for each fiscal year thereafter.

Underpayment Corrections Section 17.12.

In the event of an error of under or over payment, the District and the employee will work out a reasonable time for repayment, which will normally be within the work year in which the error occurred provided, however, that if an employee has been underpaid by fifty dollars (\$50) or more, the employer will pay the employee the adjusted amount within ten (10) business days.

A longer period for repayment will be considered when there is assurance the employee will continue employment with the District the following year.

Post-Employment Education Section 17.13.

The District and the Union shall support the involvement of employees in the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) and its program as approved and registered with the Washington State Apprenticeship and Training Committee. The Association employees will receive the following dollar incentives for District approved, job related training, on a clock hour or college credit basis (ten (10) clock hours equal one (1) credit):

10-19 credits	\$200	Level 1
20-29 credits	\$240	Level 2
30-39 credits	\$310	Level 3
40-49 credit	\$380	Level 4
50-59 credits	\$450	Level 5
60-69 credits	\$520	Level 6
70-79 credits	\$590	Level 7
80-89 credits	\$660	Level 8
90-99 credits	\$730	Level 9
100+ credits	\$800	Level 10

These incentive amounts will remain intact on the employee’s annual salary until the next increment is reached. Employees enrolled in a program leading to a degree including, but not limited to, Edmonds Community College AA Program and Everett Community College Apprentice Program, or a postsecondary degree program in a District at an accredited institution, may apply up to twenty-five (25) credits from previously acquired education.

Credits earned for one hundred (100) level and above courses from an accredited college or university are applicable to the schedule above, provided clock hour credits shall be allowed if granted by agencies that have met State Board of Education approval standards and provided further that courses which are not sponsored by the District, the ESD, or a state-accredited college or university must be approved by the District. Ten (10) clock hours of instruction shall be deemed equivalent to one (1) credit.

Incentives shall be paid in December for credits which have been reported by October 1. Said credits must be verified by an official college/university transcript.

Safe School Training Section 17.13.1.

Association employees will receive four (4) clock hours for completion of mandatory Safe Schools Training. Completed Safe School mandatory training is reported annually, after the close of the school year, to Teaching and Learning Services. Clock hours are then posted to Frontline (or other system if it changes.)

Lead Positions Section 17.14.

The District shall have the authority to designate Lead positions both district wide and at the building level. District Level Lead positions will be under the classifications of Maintenance and Mechanics. Building Level Leads will be under the classification of High School Custodial (for grades 9-12). The Lead position shall be supplemental to the employee’s regular bargaining unit position. A copy of said notice shall be sent to the Association President.



Revocation of Lead status shall not adversely affect the employee's regular position. Appointment to a lead position shall be based solely upon how the candidate compares to the job qualifications listed within the job description. District Level Lead positions shall be paid a rate enhancement of two dollars and fifty cents (\$2.50) per hour for all hours worked. Building Level Leads shall be paid at a rate enhancement of one dollar and twenty-five cents (\$1.25) per hour for all hour worked.

The appointment can be withdrawn at any time with four (4) weeks notice without cause. The status and application of Lead positions may be reviewed by the Labor Management Committee.

Mechanic Certification Section 17.15.

Mechanics with Automotive Service Excellence (ASE) Certification in job-related categories shall be compensated at a rate differential of twenty-five cents (\$0.25) per hour for each certification with a total of eight (8) certifications, or total compensation of two dollars (\$2.00) differential per hour with completion of all certifications in this category. Employees must maintain each certification through the ASE required successful retest every five (5) years to be eligible for each certification differential.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Terms of Agreement Section 18.1.

The term of this Agreement shall be September 1, 2022 to August 31, 2025. The Schedule A will be adjusted as follows:

- For the 2022-2023 school year Schedule A will increased by 3% + IPD
- For the 2023-2024 school year Schedule A will increased by 3% + IPD
- For the 2024-2025 school year Schedule A will increased by 3% + IPD

The Three Local School Districts (3LD) Section 18.1.1.

The Three Local School Districts (3LD) are defined as the Lake Stevens, Monroe and Marysville School Districts.

For the 2023-2024 school year a classified salary study will be completed, and twenty-five thousand dollars (\$25,000) will be applied to classification groups that are furthest behind our "Three Local Districts (3LD)". For the 2024-2025 school year another salary survey will be completed, and the funds will be applied to the classification groups that are the furthest behind. No group may receive an increase greater than five (5) percent in any single year above the agreed upon increase for each year of the bargaining agreement. Priority will be given to those classifications that are the furthest behind our 3LD comparable. If positions are potentially misclassified by salary, it may move to the appropriate step, and the cost would be deducted from the twenty- five thousand dollars (\$25,000) set aside in the year the reclassifications is addressed. A job comparison may be done to assure the responsibilities are consistent with others in our comparable districts.

Mutual Reopener Section 18.2.

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

Legislation Reopener Section 18.2.1.

Either party may reopen this Agreement to bargain the impact of Washington State legislation effecting employee wages, hours and working conditions.

Validity of Agreement Section 18.3.

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

Compliance with Law Section 18.4.

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

Validity/ Law Reopener Section 18.5.

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

Salary Schedule Section 18.6.

The salary schedule is attached. Step increases for eligible employees shall be effective September 1, as applicable.

Consumer Price Index Section 18.7.

Effective September 1, 2020, each hourly wage rate on the salary schedule shall be increased by the percentage equal to the state legislatively authorized and funded salary percentage increase, if any, in the Washington State Operating Budget or the agreed upon annual salary increase, whichever is great. As written in Section 18.1. of current Collective Bargaining Agreement.

Consumer Price Index Reopener Section 18.8.


Any disputes arising from the application of “legislatively authorized” shall be resolved as a matter of bargaining, not as a matter of grievance or breach of contract.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

SNOHOMISH CHAPTER #1124


SNOHOMISH SCHOOL DISTRICT #201

BY: 
Trisha Palm, Chapter Co-President

BY: 
Dr. Kent Kultgen, Superintendent

DATE: 9/1/2022

DATE: 8/25/22

BY: 
Karl Hereth, Chapter Co-President

DATE: 9/1/2022



SNOHOMISH SCHOOL DISTRICT #201
PUBLIC SCHOOL EMPLOYEES
2022-23 SALARY SCHEDULE

	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	0.10 Longevity 10+yrs	0.25 Longevity 15+yrs	0.50 Longevity 20+yrs	1.00 Longevity 25+yrs
Office Personnel										
Level A	\$23.35	\$23.73	\$24.09	\$24.47	\$25.10	\$25.74	\$25.84	\$25.99	\$26.24	\$26.74
Level B	\$24.81	\$25.15	\$25.53	\$25.88	\$26.62	\$27.24	\$27.34	\$27.49	\$27.74	\$28.24
Level C	\$26.21	\$26.57	\$26.97	\$27.31	\$28.13	\$28.76	\$28.86	\$29.01	\$29.26	\$29.76
Level D	\$27.04	\$27.41	\$27.80	\$28.18	\$28.95	\$29.66	\$29.76	\$29.91	\$30.16	\$30.66
Level E	\$29.49	\$29.89	\$30.28	\$30.74	\$31.49	\$32.33	\$32.43	\$32.58	\$32.83	\$33.33
Level F	\$32.33	\$32.77	\$33.17	\$33.58	\$34.33	\$35.21	\$35.31	\$35.46	\$35.71	\$36.21
Level G	\$32.71	\$33.18	\$33.60	\$34.06	\$34.93	\$35.78	\$35.88	\$36.03	\$36.28	\$36.78
Level H	\$39.98	\$40.62	\$41.12	\$41.67	\$42.71	\$43.78	\$43.88	\$44.03	\$44.28	\$44.78
Level I	\$44.98	\$45.96	\$46.60	\$47.25	\$48.63	\$49.70	\$49.80	\$49.95	\$50.20	\$50.70
Facilities										
Custodian	\$26.24	\$26.63	\$27.02	\$27.36	\$28.09	\$28.79	\$28.89	\$29.04	\$29.29	\$29.79
Security (bldg)	\$27.07	\$27.39	\$27.80	\$28.14	\$28.90	\$29.62	\$29.72	\$29.87	\$30.12	\$30.62
Security (dist)	\$28.07	\$28.43	\$28.83	\$29.23	\$30.07	\$30.76	\$30.86	\$31.01	\$31.26	\$31.76
Warehouse Delivery/Courier	\$25.12	\$25.53	\$25.88	\$26.24	\$27.02	\$27.62	\$27.72	\$27.87	\$28.12	\$28.62
Maint I (Grounds Laborer)	\$22.11	\$22.45	\$22.77	\$23.05	\$23.69	\$24.25	\$24.35	\$24.50	\$24.75	\$25.25
Maint II (General/Grounds)	\$28.80	\$29.13	\$29.52	\$29.91	\$30.76	\$31.41	\$31.51	\$31.66	\$31.91	\$32.41
Maint III	\$31.03	\$31.47	\$31.91	\$32.27	\$33.27	\$33.91	\$34.01	\$34.16	\$34.41	\$34.91
Maint IV (Paint/Prev.Maint.)	\$32.95	\$33.36	\$33.82	\$34.29	\$35.27	\$36.03	\$36.13	\$36.28	\$36.53	\$37.03
Maint V (Plumber/Carp/HVAC)	\$34.74	\$35.24	\$35.73	\$36.26	\$37.26	\$38.11	\$38.21	\$38.36	\$38.61	\$39.11
Maint VI (Jrnyman Electrician)	\$41.20	\$41.75	\$42.36	\$42.97	\$44.15	\$45.17	\$45.27	\$45.42	\$45.67	\$46.17
Transportation										
Drivers	\$27.63	\$28.01	\$28.44	\$28.76	\$29.58	\$30.17	\$30.27	\$30.42	\$30.67	\$31.17
Mechanic	\$35.09	\$35.56	\$36.03	\$36.54	\$37.54	\$38.41	\$38.51	\$38.66	\$38.91	\$39.41
Driver Trainer	\$29.78	\$29.92	\$30.40	\$30.78	\$31.71	\$32.38	\$32.48	\$32.63	\$32.88	\$33.38
Educational Support										
Para Ed Level A	\$22.21	\$22.47	\$22.87	\$23.15	\$23.82	\$24.37	\$24.47	\$24.62	\$24.87	\$25.37
Para Ed Level B	\$23.46	\$23.79	\$24.17	\$24.49	\$25.22	\$25.76	\$25.86	\$26.01	\$26.26	\$26.76
Certified Behavior Tech	\$25.87	\$26.24	\$26.67	\$27.02	\$27.81	\$28.42	\$28.52	\$28.67	\$28.92	\$29.42
ECEAP Instructor	\$28.60	\$28.96	\$29.43	\$29.83	\$30.69	\$31.38	\$31.48	\$31.63	\$31.88	\$32.38
Interpreter	\$35.30	\$35.77	\$36.22	\$36.59	\$37.45	\$38.22	\$38.32	\$38.47	\$38.72	\$39.22
Speech Lang Pathology Asst	\$32.47	\$33.09	\$33.59	\$34.03	\$34.95	\$35.77	\$35.87	\$36.02	\$36.27	\$36.77
Braillist/Vision Assistant	\$30.78	\$31.62	\$32.08	\$32.48	\$33.37	\$34.17	\$34.27	\$34.42	\$34.67	\$35.17
COTA Assistant	\$29.80	\$30.25	\$30.74	\$31.10	\$31.95	\$32.71	\$32.81	\$32.96	\$33.21	\$33.71
Health Services										
LPN	\$29.80	\$30.25	\$30.74	\$31.10	\$31.95	\$32.71	\$32.81	\$32.96	\$33.21	\$33.71
RN	\$36.92	\$37.44	\$38.01	\$38.53	\$39.58	\$40.50	\$40.60	\$40.75	\$41.00	\$41.50
Athletic Trainer (hourly)*	\$43,351	\$44,029	\$44,743	\$45,494	\$46,611	\$47,783	\$47,956	\$48,209	\$48,631	\$49,475
*exempt from overtime as per FSLA										
Technology										
Technician	\$37.05	\$37.56	\$38.09	\$38.60	\$39.59	\$40.43	\$40.53	\$40.68	\$40.93	\$41.43
Tech Assistant	\$29.58	\$30.07	\$30.47	\$30.87	\$31.74	\$32.45	\$32.55	\$32.70	\$32.95	\$33.45



APPENDIX B OFFICE PERSONNEL

Level A	
Level B	Assistant, Bookkeeper, High School Assistant, Career Center Assistant, Records, High School Main Office Secretary, Elementary Main Office Secretary, Middle School Main Office Secretary, High School Main Office Secretary, Special Programs & Services Receptionist
Level C	Administrative Assistant, Counseling Office Administrative Assistant, ECEAP Administrative Assistant, Middle School Assistant Principal, Attendance Administrative Assistant, High School Assistant Principal Administrative Assistant, High School Attendance
Level D	Administrative Assistant, Athletics Administrative Assistant, Career and Technical Education Administrative Assistant, High School Registrar Administrative Assistant, Human Services Administrative Assistant, Maintenance and Custodial Services Administrative Assistant, Middle School Registrar & Counseling Administrative Assistant, On-Line Programs Administrative Assistant, Special Services and Psychologists Administrative Assistant, Teaching and Learning Services Administrative Assistant, Teaching and Learning Assessment Administrative Assistant, TLS, ELL/Migrant and Truancy Programs Administrative Assistant, Teaching and Learning Systems Administrative Assistant, Transportation Bookkeeper, Middle School Bookkeeper, High School
Level E	Administrative Assistant, Alternative Education Administrative Assistant, Elementary Principal Administrative Assistant, Academic Services, Executive Director Administrative Assistant, Guest Teacher/Substitute Services Administrative Assistant, Middle School Principal Administrative Assistant, High School Principal Administrative Assistant, Systems Support Administrative Assistant, Teaching and Learning, Executive Director Administrative Assistant, Technology, Executive Director Fiscal Technician Fiscal Technician, Purchase Order/Inventory Payroll Technician, Department Support
Level F	Administrative Assistant, Student Enrollment & Skyward Services Fiscal Specialist Fiscal Technician, Facility Use/Risk Management Human Services Technician, Certificated Payroll Technician
Level G	Administrative Assistant, Special Services Compliance Administrative Assistant, Special Services Contracts and Grants Dispatcher/Router
Level H	Payroll Specialist Router Specialist
Level I	Accountant





Snohomish School District Tool Request Form

Name: _____ Date: _____

Department: _____ Work Cell: _____

Tool(s) Requested:

Qty	Brand	Item	Cost	Total
Tool Request Sub Total				

Requested vendor: _____

Brief explanation of activity that the above tool(s) will support: _____

After approval has been received for the above purchase, Tool Request Form and a copy of all receipts must be submitted to the department's administrative assistant.

Requestor's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Per CBA Section 17.09, The District shall reimburse each mechanic and each employee filling a Maintenance V position up to nine hundred dollars (\$900) per year to acquire, replace or repair tools. All purchases must have prior supervisor approval using the Appendix C (Tool Request Form) which includes a written explanation of the necessity of the tool as it relates to the job duties. Tools purchased with these funds will become the property of the employee upon separation. These funds can also be used for the purchase of District approved protective work boots. The mechanics shall provide their own tools to perform job functions in addition to the tool allowance.

