

COLLECTIVE BARGAINING AGREEMENT BETWEEN

GRAND COULEE DAM SCHOOL DISTRICT #301J

AND

**PUBLIC SCHOOL EMPLOYEES OF
GRAND COULEE DAM**

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948
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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. 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.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. 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 policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest in School District Number 301J.

P R E A M B L E

This Agreement is made and entered into between Grand Coulee Dam School District # 301J (hereinafter "District" or "Employer") and the Public School Employees of Grand Coulee Dam School District (hereinafter "Association"), an affiliate of the Public School Employees of Washington/SEIU Local 1948.

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Bargaining Unit.

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

1 **Section 1.2. Employees NOT in Bargaining Unit.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 include Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2), namely:
4 Secretarial positions in the Administration Building, Transportation and Maintenance/Custodial
5 Supervisors, and Business Manager. Substitute employees are not represented by the bargaining unit.
6 Except for the salary compensation matters noted in this Article, no other provisions of this agreement
7 shall apply to any category of substitute employee. Substitutes are casual employees employed thirty
8 (30) days or less in any twelve (12) consecutive month period.
9

10 **Section 1.3. Bargaining Unit Includes.**

11 The bargaining unit to which this Agreement is applicable shall consist of all full-time and regular
12 part-time classified employees in the Bus Driver, Custodial, Maintenance, Mechanic, Secretarial, Para-
13 Educator, Food Service, SLPA and Campus Security classifications, except as excluded in Section 1.2.
14

15 **Section 1.4. Substitute Employees.**

16 Substitutes will receive ninety percent (90%) of Paraeducator/Custodial/Secretary/Assistant Cook Step
17 1 (one [1] - four [4] years) but will receive no other benefits or contractual rights. Substitutes must
18 comply with background check requirements.
19

20 Contracted employees substituting in another classification shall be paid the beginning rate of pay for
21 that classification or their current rate of pay, whichever is higher.
22

23 Less than full-time contracted employees shall be given consideration for substitute work.
24

25 First consideration for subbing a position within classification that is at higher rate of pay, shall be by
26 seniority and a substitute will be hired to cover the position of the employee subbing in the higher paid
27 position (example: Assistant Cook for Head Cook).
28

29 **Section 1.4.1. Temporary Employees.**

30 Temporary positions are created due to short-term, occasional staffing needs which do not
31 warrant the posting of a permanent position or the addition of hours for regular bargaining unit
32 employees. Temporary positions expected to be more than thirty (30) calendar days shall be
33 opened and posted pursuant to Section 10.9., with exception to Section 1.5.
34

35 **Section 1.4.2. Waiving the 30-Day Temporary Language.**

- 36 • Modified Programs (Special Ed): The District shall let PSE know before the thirty (30) days
37 are up, as per contract, and ask the board to allow the forty-five (45) days the
38 Principals/Special Ed team need for the modified program. If more time is required, the
39 District shall meet with PSE to request any additional time. If it is agreed upon by the
40 parties to grant an additional extension, it shall be for no more than an additional fifteen
41 (15) days. After sixty (60) days, the position shall be posted.
- 42 • For suspension and expulsion students only (Special Ed), the District will notify PSE and
43 PSE will waive the thirty (30) day temporary language.
44

45 **Section 1.4.3. District Retired Substitute Employees.**

46 Grand Coulee Dam School District employees who retire on or after September 1, 2023, and
47 return to work as a substitute will be paid at one hundred percent (100%) of the average
48 substitute rate.

1 **Section 1.5. Current Employees Filling Temporary Positions.**

2 A current employee that is hired to fill a temporary position will return to his/her current position when
3 the temporary position ends. The employee's current position will be filled by a substitute. The
4 following shall apply:

- 5 A. The temporary position is in a different classification, thus enabling the current employee to
6 gain different job skills; or
7 B. The temporary position allows the current employee to gain more time/compensation.
8

9 **Section 1.6. Provision of Job Descriptions.**

10 The District will provide job descriptions for all positions subject to this Agreement.
11

12 **Section 1.7. Job Description Revisions.**

13 The District will provide the Association with such amendments, changes and additions to job
14 descriptions as they may from time to time occur.
15
16
17

18 **ARTICLE II**

19 **RIGHTS OF THE EMPLOYER**
20
21

22 **Section 2.1.**

23 It is agreed that the customary and usual rights, powers, functions, and authority of management are
24 vested in management officials of the District. Included in these rights in accordance with applicable
25 laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and
26 assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action
27 against employees; and the right to release employees from duties because of lack of work or for other
28 legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by
29 determining the methods, the means, and the personnel by which such operation is conducted.
30

31 **Section 2.2.**

32 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
33 District. In making rules and regulations relating to personnel policies, procedures and practices, and
34 matters of working conditions, the District shall give due regard and consideration to the rights of the
35 Association and the employees and to the obligations imposed by this Agreement.
36

37 **Section 2.3. Chartwell Management.**

38 Under Chartwell's management of the Grand Coulee Dam Food Service program and employees, the
39 Chartwell Supervisor may direct the work of the food service employees, participate in the evaluation
40 process, and have input to the Superintendent regarding discipline. Article XI, Sections 11.1 and
41 11.1.1. of the Collective Bargaining Agreement shall be followed.
42

43 All rights of the Collective Bargaining Agreement shall apply to the food service employees while
44 under the supervision of Chartwell's.
45

46 Chartwell's shall not post positions, hire, or terminate employees. This shall remain the responsibility
47 of the Grand Coulee Dam School District.
48

ARTICLE III
RIGHTS OF EMPLOYEES

Section 3.1. Employee Rights.

It is agreed that the employees in the units defined herein 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 take whatever action required or refrain from such action to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2. Matters of Personal Concern.

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

Section 3.3. Representation.

Employees subject to this Agreement 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.

Section 3.4. Right to Delegate.

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

Section 3.5. Non-Discrimination.

The parties shall not discriminate against any employee because of membership or non-membership in the Association, race, creed, religion, color, national origin, age, sex, sexual orientation including gender expression or identity, marital status, families with children, the presence of any sensory, mental or physical disability, unless permitted by a bona fide occupational qualification, use of a trained dog guide or service animal by a person with a disability, honorably discharged veteran, veteran, or military status.

Section 3.6. Personnel Files.

Each employee shall have the right to review the contents of his/her personnel file kept in the district administration office. An employee may attach comments to any material in the file. The employee shall sign the document, acknowledging that they have read the document, not that they agree with the document. During any review, an official or representative of the Association may be present. Each employee shall be provided with a copy of all material placed in his/her personnel file at the time of its insertion into the file. Any derogatory material in an employee's personnel file, which is not brought to the attention of the employee, may not be used in any disciplinary action against the employee. Employees shall have the right to purge their personnel file of derogatory material after five (5) years from the time it was placed in the file if no derogatory material of a similar nature has been added, or the District is required by law to retain the material.

1 Personnel files of classified employees are confidential. Personnel files shall be available for
2 inspection only to supervisory personnel, the employee, and the employee's duly authorized
3 representative.

4
5 **Section 3.7. Employee Evaluations.**

6 Each employee shall be evaluated annually no later than June 1. Employees will be given a copy of the
7 evaluation report within ten (10) workdays of the evaluation. The evaluation will be discussed with
8 each employee, and the employee will be afforded the opportunity to attach written comments or
9 statements to the evaluation report/form (attached for reference only). An overall performance that is
10 rated as unsatisfactory or "Does Not Meet Expectations" and therefore requiring improvement must be
11 followed with a conference between the employee and supervisor. For two hundred, sixty (260) day
12 employees, the meeting shall take place within ten (10) workdays of receiving the evaluation.

13
14 **Section 3.8. Notification to Employees.**

15 Classified employees will be notified as soon as feasible of any known potentially dangerous situation
16 that may occur that may affect the safety of the employee, e.g., discovery of weapons, discovery of
17 drugs, gang activity, etc.

18
19 **Section 3.8.1. Confrontational Situations Training.**

20 Employees are expected to use reasonable measures, and the District will provide appropriate
21 training in using those reasonable measures, as necessary to protect her/himself, another
22 employee or students from attack, physical threat, abuse, or injury, or to prevent damage to
23 District or personal property. Such reasonable measures may include seeking assistance from
24 another staff member or from law enforcement officers if necessary.

25
26 **Section 3.8.1.2. Confrontational Situations.**

27 Employees, acting within the scope of their duties, may use reasonable measures with
28 students, patrons, or other persons as is necessary to protect him/herself, another
29 employee, or another student from attack, physical or verbal abuse or injury, or to
30 prevent damage to District or personal property. Such measures shall be within
31 constraints imposed by District policy, Washington State and/or other applicable
32 Federal laws. Should employees take action which is outside the constraints imposed by
33 applicable State and Federal laws, the District shall not be held liable for such action or
34 defense of such action.

35
36 The District will protect and save harmless any employee of the District from financial
37 loss and expense arising out of any claim, demand, lawsuit, or judgment by reasons of
38 alleged negligence or accidental damage to or destruction of property within or without
39 the school building, provided such employee was acting in a proper manner in the
40 discharge of his/her duties within the scope of employment. RCW 28A.400.370.

41
42 **Section 3.8.1.3. Employee Protection.**

43 A. The District shall provide insurance coverage for employees acting within the scope
44 of their employment as required by RCW 28A.400.370: subject to coverage terms,
45 conditions, and exclusions per the USIP Memorandum of Coverage (MOC).

46
47 B. Threats to Safety. Any employee who is threatened with physical harm by any
48 person or group while carrying out assigned duties shall immediately notify the

1 immediate supervisor and, if necessary, the appropriate law enforcement authority.
2 The incident shall be debriefed with the employee within two (2) days.

3
4 **Section 3.9. Surveillance in Buildings.**

5 The District and Association agree the purpose of video cameras in the building is to provide the
6 District with a tool to assist in student management. The surveillance equipment is not to evaluate or
7 monitor employee performance. However, this section does not pertain to criminal or misconduct
8 investigations.

9
10 Video may be used like any other evidence in cases involving safety concerns or allegations of
11 employee misconduct and video evidence can be used to confirm or deny specific allegations that
12 could result in employee discipline. After making a request to their supervisor or building
13 administrator, employees may view the video in the presence of their supervisor or administrator. The
14 employee may have another employee or union representative present also. Video will not be reviewed
15 by non-supervisory employees unless it is any emergency situation or part of a training program of
16 which the affected employee is aware and has approved.

17
18 **Section 3.10. Meeting Attendance.**

19 In the event that employees are requested by their administrator or designee to attend or participate in
20 the following that is outside the employee's regular work schedule, shall be compensated at their
21 hourly rate of pay or if applicable, overtime pay. Employees that voluntarily request to attend the
22 following meetings and have been approved to attend by the administrator or designee, shall be
23 compensated the same as above. Qualifying meetings:

- 24 • Staff meetings
- 25 • Staff development classes/trainings
- 26 • On-line training (example – Safe Schools)
- 27 • Student assessment meetings
- 28 • Curriculum meetings
- 29 • Zoom or online meetings
- 30 • Other

31
32 Any Staff that misses mandatory training is responsible to meet with their supervisor to develop a plan
33 to receive the missed information in an alternative way.

34
35 **Section 3.11. Classified Work.**

36 Classified employees will not be expected to perform work which requires specific training or
37 licensure, unless mutually agreed to by both parties, e.g., preparing lesson plans, medical treatments,
38 electrical work.

39
40 **Section 3.12. New Employee Job Expectations.**

41 The employer will give the new employee, on their first day of employment, a copy of their job
42 description and work schedule. These copies may be given within five (5) business days, in
43 extraordinary circumstances.

44
45 **Section 3.13. Continuing Employees.**

46 Employees will receive notification of their employment for the upcoming school year on/or before the
47 end of school year. All current employees will be given written notice of their specific building
48 assignments for the forthcoming year a week prior to school starting.

1 **Section 3.14. Changes in Job Requirements.**

2 All employees shall be provided with a written job description at the beginning of the year or on their
3 first day of employment. Whenever a new position is created or a change in an existing position
4 occurs, the District will communicate any of these changes in writing to the Association President.
5

6 **Section. 3.15. Administration of Medication.**

7 The administering of prescription medication and ongoing health intervention to students shall be the
8 responsibility only of employees voluntarily hired and trained specifically for that purpose, i.e., nurse
9 or other health care worker.
10

11 Employees may not be involuntarily assigned to perform medical procedures or administer
12 medications.
13

14 Employees shall respond to emergency situations and accidents, by providing basic first aid until
15 professional help arrives.
16

17 Employees providing health care as provided in this shall be held harmless for any actions arising from
18 the act or failure to act of the employee, providing the employee is acting within the scope of his/her
19 employment.
20
21
22

23 **ARTICLE IV**

24 **RIGHTS OF THE ASSOCIATION**

25 **Section 4.1. Employee Representation.**

26 The Association has the right and responsibility to represent the interests of all employees in the unit;
27 to present its views to the District on matters of concern, either orally or in writing; to consult or to be
28 consulted with respect to the formulation, development, and implementation of policy and practices
29 which are within the authority of the District; and to enter collective negotiations with the object of
30 reaching an agreement applicable to all employees within the unit.
31
32
33

34 **Section 4.2. Notification of Discipline and Grievances.**

35 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
36 any employee in the unit in accordance with the provisions of Articles XI and XV. The Association is
37 entitled to have an observer at hearings conducted by any District official or body arising out of
38 grievance and to make known the Association's views concerning the case.
39

40 **Section 4.3. New Hire Orientation.**

41 As part of the general orientation of each new employee within the bargaining unit subject to this
42 Agreement, the Association shall be allowed to meet with new hires and provide such employee with a
43 copy of this Agreement and dual authorization forms. Upon notification by the District of all new hires
44 during the year, the Association shall provide such employees with a copy of this Agreement and dual
45 authorization forms. The District shall inform the Association within ten (10) days of all new hires.
46 The Association shall be allowed no less than thirty (30) minutes to meet with all newly hired
47 classified employees. These meetings are allowed during work time and are with pay.
48

1 **Section 4.4. Notification to Chapter President.**

2 The District will provide the Chapter President written notification of the name, classification, job title,
3 hours of work, rate of pay and work location of all newly hired bargaining unit employees within ten
4 (10) days of hire.

5
6 The District shall also provide written notification to the Chapter President of the transfer of any
7 current employee from one (1) classification or position to another or the discharge or resignation of
8 any current employee. Such notification shall be no more than ten (10) workdays from the date of the
9 board action.

10
11 **Section 4.5. Delegation or Rights or Duty.**

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

15
16 **Section 4.6. Release Time for Association Business.**

17 The President of the Association and designated representatives will be provided time off without loss
18 of pay to a maximum of ten (10) days per year to attend regional or state meetings when the purpose of
19 those meetings is in the best interests of the District as determined by the District Administration.

20
21 **Section 4.7. Information to PSE Membership Department.**

22 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to
23 membership@pseofwa.org, and chapter Membership Officer (or whomever is responsible for
24 membership). Included will be those who are hired, rehired, reinstated, transferred into or out of the
25 bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type
26 (including retirement), and those added or deleted from the bargaining unit. All should contain each
27 bargaining unit employee's: name; employee number; classification; job title; work location; personal
28 phone number; address; work and personal e-mail address; hourly rate of pay; hours worked; FTE,
29 SEBB eligibility, gross pay; union dues paid; and language preference.

30
31 **Section 4.8. Representatives Duty to Check-In.**

32 Representatives of the Association, and/or PSE, shall check into the building office to gain access to the
33 District premises during business hours. The representative(s) may meet with employee(s) during the day
34 but not during their work time, deviations maybe permitted with approval of the supervisor's prior
35 approval.

36
37 **Section 4.9. Bulletin Board.**

38 The District shall provide a Bulletin Board in each school for the exclusive use of the Association. The
39 bulletins posted by the Association are the responsibility of the officials of the Association. Each
40 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
41 bulletins may not be posted. There shall be no other distribution or posting by employees or the
42 Association of pamphlets, advertising, political matter, notices of any kind, or literature on District
43 property, other than herein provided.

44
45 **Section 4.10. Removal from Bulletin Board.**

46 The responsibility for the prompt removal of notices from the bulletin boards after they have served
47 their purpose shall rest with the individual who posted such notices.

1 **Section 4.11. Use of District Equipment.**

2 The Association shall have the right to use District office equipment and resources; provided forty-
3 eight (48) hours' notice is given; and provided further that copier paper shall be paid for at District
4 cost. In its use of such equipment the Association recognizes they will be held to the same standards
5 and constraints as apply to the District (e.g., such equipment may not be used in the support of any
6 political campaigns.)
7
8
9

10 **ARTICLE V**

11
12 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
13

14 **Section 5.1. Mandatory Subjects.**

15 It is agreed and understood that matters appropriate for consultation and negotiation between the
16 District and the Association are policies, programs, and procedures relating to or affecting general
17 working conditions of employees in the unit subject to this Agreement, including, but not limited to
18 such matters as safety, training, employee-management cooperation, employee services, methods of
19 adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-
20 force practices, and the hours of work. The District will notify the Association President of any
21 significant changes in its personnel practices that would have an impact on the collective bargaining
22 agreement.
23

24 **Section 5.2. Consultation Between the District and Association.**

25 It is further agreed and understood that the District will consult with the Association, and meet with the
26 Association upon its request, in the formulation of any changes being considered in existing benefits,
27 policies, practices, and procedures relating to classified personnel.
28

29 **Section 5.3. Responsibility of Both Parties.**

30 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
31 the other party to advise, discuss or consult regarding matters concerning working conditions not
32 covered by this Agreement or changes being considered in existing policies, practices and procedures
33 relating to bargaining unit employees.
34

35 **Section 5.4.**

36 The Association will, from time to time, as appropriate, be advised of current and predicted staffing
37 information.
38
39

40 **ARTICLE VI**

41
42 **CONFERENCE COMMITTEE**
43

44 **Section 6.1. Labor/Management Committee.**

45 The Association will designate a Conference Committee of up to three (3) who will meet with the
46 Superintendent of the District and his/her designated representative on a mutually agreeable regular
47 basis to discuss appropriate matters. These meetings shall not be construed as negotiating sessions
48 unless mutually agreed by both parties.

1 **Section 6.2. Meeting Location.**

2 The District will provide suitable space to conduct such meetings.

3
4 **Section 6.3. Conference Committee Purpose.**

5 The Conference Committee shall represent the Association and employees in a meeting with officials
6 of the District to discuss appropriate matters. They may receive and investigate concerns or complaints
7 of employees and thereafter advise employees of rights and procedures outlined in this Agreement and
8 applicable regulations or directives for resolving the concerns or complaints. The Association may
9 consult with the District on concerns or complaints without a grievance being made by an individual
10 employee.

11
12 **Section 6.4. Conference Committee Duty to Inform.**

13 Conference Committee members or Association officers, when leaving their work, shall first obtain
14 permission from their immediate supervisor and the supervisor of any employee being contacted. The
15 supervisor's permission in these instances will normally be granted. The employees will report their
16 return to work to their supervisor.

17
18 **Section 6.5. Meeting with the District.**

19 Time during working hours may be allowed to Association representatives for attendance at meetings
20 with the District. Time will be allowed for representatives to discuss with the employee's grievances
21 and appropriate matters directly related to work situations in their area or craft. Association
22 representatives will guard against the use of excess time in the handling of such matters.

23
24 **Section 6.6. District Operations Not Disrupted.**

25 In all instances heretofore mentioned, the least amount of interference with normal District operation
26 will occur.

27
28
29 **ARTICLE VII**

30
31 **HOURS OF WORK**

32
33 **Section 7.1.**

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

35
36 **Section 7.2. Rest Periods/Lunch Period.**

37 A regular work shift shall consist of eight and one-half (8½) hours which includes an uninterrupted
38 thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and a fifteen
39 (15) minute first half paid rest period and a fifteen (15) minute second half paid rest period, which
40 shall also occur as near the middle of each half shift as is practicable.

41
42 Any shift of five (5) hours up to eight (8) hours, shall receive an unpaid thirty (30) minute
43 uninterrupted lunch period and one (1) fifteen (15) minute paid rest period.

44
45 Any shift of three (3) hours up to five (5) hours shall receive one (1) fifteen (15) minute paid rest
46 period as near the middle of the shift as is practicable. No employee shall be required to work more
47 than three (3) hours without a rest period.

1 Employees working up to three (3) hours shall receive no rest period. Rest periods are determined by
2 the supervisor and/or administrator but shall not be within one hour of beginning the workday or
3 ending the workday.

4
5 Lunches and breaks shall not be combined.

6
7 **Section 7.3.**

8 Employees required to work their regular lunch period will be given time to eat at a time agreed upon
9 by the employee and his/her supervisor. In the event the District requires an employee to forego his/her
10 lunch period and the employee works their entire shift, including the lunch period, he/she shall be
11 compensated for the foregone lunch period at overtime rates if applicable.

12
13 **Section 7.4.**

14 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
15 consecutive days of rest, Saturday, and Sunday; provided however, the District may assign an
16 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
17 days of rest, with exception of transportation.

18
19 **Section 7.5.**

20 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
21 changed without prior notice to the employee of three (3) calendar weeks; provided, however, this
22 notice may be waived by the employee.

23
24 **Section 7.6. Transportation.**

25
26 **Section 7.6.1. Transportation Routes/Shifts.**

27 Recognizing that personnel in the transportation unit present special shift problems, the parties
28 agree that shifts shall be established in that unit in relation to routes and driving times requisite
29 to fulfilling tasks assigned by the supervisor of the transportation unit; provided, however, that
30 employees in the transportation unit shall be entitled to the benefits of Section 7.4 to the same
31 degree as any other employee. Bus routes will be as close to four (4) hours per route as possible
32 including one-half (1/2) hour per day for purpose of interior bus cleanup, bus warm-up, and
33 pre- and post-trip inspection in addition to actual hours of driving time.

34
35 **Section 7.6.2. Cleanup, Warm-up, Pre and Post Trip Inspection.**

36 All bus drivers shall receive pay for one-half (1/2) hour per day for the purpose of interior bus
37 cleanup, bus warm-up, and pre- and post-trip inspection in addition to actual hours of driving
38 time.

39
40 **Section 7.6.3. Drivers Who Drive Additional Buses.**

41 Drivers who drive two (2) or more buses on their regular to and from route shall receive an
42 additional one-half (1/2) hour per day. Drivers will also receive up to twenty (20) hours' paid
43 time per year for interior and exterior bus cleaning and washing (provided the work is
44 performed).

45
46 **Section 7.6.4. Posting of Routes.**

47 All routes shall be posted and bid on, if at all possible, at the beginning of the school year, by
48 seniority.

Section 7.6.5. Trip Posting Procedure.

1. Employees interested in being considered for extra trips shall place their names on a list posted at the beginning of the school year. Anyone signing up, for any reason, after the first day each school year can have their name added to the extra trip board and will be placed automatically at the bottom of the rotation directly after the assignment of the current week's trips. The Supervisor will conduct a weekly meeting to bid on upcoming extra trips.
2. Assignments for trips will be made using a perpetual rotation system based on the seniority list of drivers that have signed up on the extra trip roster. This allows drivers that have signed up for the extra trip roster the opportunity to select trips.
3. Athletic/activities trips will be posted and offered no later than three (3) workdays (seventy-two [72] hours) before the trip will occur, when possible. Trips for post-season can be posted as TBA and claimed. If a change occurs to the post-season trip and the driver that claimed the trip when posted as TBA is unavailable, the Supervisor has the ability to assign the trip.
4. Trips that are not athletic/activities related will be posted no later than five (5) workdays prior to the trip date. Trips that do not get posted five (5) workdays prior can be offered, based upon current perpetual roster, but not assigned by Supervisor.
5. Should a driver "pass" during the rotation, then they must wait until it is their turn again in the rotation before they will be able to take another trip.
6. If an extra trip driver does not sign up for an extra trip that has been posted within the agreed timeframe, the Supervisor may assign the least senior driver from the trip board to the extra trip, or in the event of a trip with special circumstances the Supervisor has the right to assign a driver with driving experience and ability to address the circumstance.

Section 7.6.6. Extra Trips.

All bus trips (other than regular daily scheduled bus runs) of ten (10) students or more shall be designated as extra trips and shall be compensated as provided in Schedule A. If there are thirty (30) minutes or less between assignments, the regular hourly rate shall continue uninterrupted. Drivers will receive a minimum of one (1) hour pay at the appropriate rate for each driver's staff meeting. Only regularly employed drivers will be assigned to drive extra trips unless none are available, or the extra trip would cause an available regular driver to work overtime. In the event that a scheduled extra trip is cancelled, the District will notify the designated driver of the cancellation. Should the driver report for work without being notified of the cancellation, the driver will receive two (2) hours' pay at the appropriate rate. Drivers shall be paid for time actually worked and shall be paid the Extra Trip driving rate portal to portal for extra trips.

Section 7.6.7. In-District and Nespelem.

In-District and Nespelem (defined as any student pick-up/drop-off or both that is intermittent or temporary) runs will be paid at the regular pay rate with a one (1) hour per run minimum. If more than one (1) run per day is driven, the driver will be paid one (1) hour or the actual driving time, whichever is greater.

Section 7.6.8. Reimbursement of Reasonable Expenses.

Transportation personnel shall be reimbursed for extra trip expenses as follows:

1. Lodging expenses, when required. Drivers will not be expected to share rooms with other trip participants. Room arrangements will be made by the District.
2. Meal expenses will be reimbursed at the rates established by the State of Washington (OFM Schedule).

1 **Section 7.6.9. Overnight or Extended Extra Trips.**

2 Each day counts as one trip and shall be paid in accordance with the rate set forth in Schedule
3 A. Work time on overnight or extended trips shall be the time a driver is responsible for the bus.
4

5 **Section 7.6.10. Surveillance in Buses.**

6 The District and the Association agree the purpose of video cameras, audio recordings and GPS
7 units on buses is to provide the Transportation Supervisor in conjunction with the District, with
8 a tool to assist in student management and professional development. The surveillance
9 equipment is not to evaluate driver performance or to monitor drivers. However, this section
10 does not pertain to criminal or misconduct investigations.
11

12 Video, audio, and GPS may be used like any other evidence in cases involving safety concerns
13 or allegations of employee misconduct but shall not be used to monitor employee performance.
14 Video, audio, and GPS evidence can be used to confirm or deny specific allegations that could
15 result in employee discipline. After making a request to their supervisor, drivers may view
16 video, listen to audio, and see GPS information in the presence of the supervisor. The driver
17 may have another employee or union representative present also. Video, audio, and GPS will
18 not be reviewed by non-supervisory employees, unless it is an emergency situation or part of a
19 training program of which the affected employee is aware and has approved.
20

21 **Section 7.6.11. Bus Driver Drug and Alcohol Testing.**

22 The District will implement mandatory DOT bus driver drug/alcohol testing.

- 23 1. Discipline/discharge is subject to the just cause and grievance provisions of this
24 Agreement.
25 2. All results and assistance will be held strictly confidential.
26 3. Each employee will receive a copy of her/his result.
27 4. The District shall pay for all procedures mandatory for employees to perform their
28 job(s).
29

30 **Section 7.6.12. Physical Capabilities.**

31 Physical capability evaluations for Type 1 Bus Drivers shall be as provided by WAC 180-20.
32 The District shall pay one hundred (100%) percent of the driver physicals for the provider of
33 the District's choice, but should a driver choose to go to a different provider, the District shall
34 pay that amount and if the physical's cost is greater than that amount, the employee shall be
35 responsible for the remainder of the cost.
36

37 **Section 7.7. School Closure.**

38 In the event of an unusual school closure, the District will make every reasonable effort to notify each
39 employee to refrain from coming to work. Employees reporting to work shall receive a minimum of
40 two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be
41 entitled to any such compensation in the event he/she has been actually notified by the District of the
42 closure prior to leaving home for work.
43

44 In the event of an unusual school closure, missed hours of work will be made up on rescheduled days.
45 In the event of waiver days, employees may charge their unworked time to sick leave, personal leave,
46 vacation leave, unpaid leave or employees may elect to work the hours missed after consultation with
47 their supervisor.
48

1 **Section 7.7.1. Late Starts.**

2 In the event of an unusual school closure or delay due to unsafe conditions, the District will
3 make every effort to notify each employee to refrain from coming to work. Employees
4 reporting to work shall receive a minimum of two (2) hours pay at their regular rate in the event
5 of such closure or delay; provided, however, no employee shall be entitled to any such
6 compensation in the event of actual notification by the District of the closure prior to leaving
7 home for work. Employees shall not be required to make up time of the delay, one (1) or two
8 (2) hours late start. Employees are expected to arrive when safe to do so.

9
10 **Section 7.7.2. Emergency School Closures.**

11 In the event schools are to be closed due to unforeseen events, the District and Association will
12 work together to discuss the impact of the closure, the impact on employees and their work
13 assignments. Contingent on sufficient state or federal funding that would be available to the
14 District that is earmarked to keep its current staffing levels in place, no member of the
15 bargaining unit will suffer loss of income during the closure. If such funding were to disappear,
16 the parties agree to meet to discuss the impacts. Current employee compensation hourly rates
17 will not be impacted as a result of the emergency closure. The District retains its rights under
18 Section 2.1. and 2.2.

19
20 **Section 7.8. Required Training Compensation.**

21 Employees requested by the District to attend training and/or orientation sessions, driver re-
22 certification courses, first aid classes, staff meetings, or the like shall be compensated at their regular
23 hourly rates for all hours in attendance; provided, however, that overtime provisions shall apply.

24
25 **Section 7.9. Overtime.**

26 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter
27 provided. In the assignment of overtime, the District agrees to provide the employee with as much
28 advance notice as practicable in the circumstances. Normally, an employee designated to work
29 overtime on days outside his workweek shall be advised of the possibility no later than twenty-four
30 (24) hours prior to the end of his last shift before the overtime commences.

31
32 **Section 7.9.1. Substitute, Temporary and Seasonal Overtime.**

33 In non-emergency situations overtime shall first be offered to bargaining unit employees by
34 seniority first before substitutes, temporary and/or seasonal workers.

35
36 **Section 7.10. Overtime Compensation.**

37 All hours worked in excess of eight (8) hours in any one calendar day, in the case of non-transportation
38 employees, and/or forty (40) hours in any one calendar week shall be compensated at the rate of one
39 and one-half (1½) times the employee's regular hourly rate, except that by mutual agreement between
40 the employee and the District, compensatory time may be arranged.

41
42 **Section 7.11. Working on 6th Consecutive Day.**

43 All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and one-
44 half (1½) times the employee's base pay. This applies to employees in all units except transportation.
45 All hours worked on the sixth (6th) consecutive day in excess of the employee's normal shift shall be
46 compensated at a rate twice the employee's base pay.

Section 7.12. Working on 7th Consecutive Day.

All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice the employee's base pay.

Section 7.13.

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.

Section 7.14.

Full-time employees are those working twelve months/2,080 hours in a normal full-time work year of 260 days. Work years of more or fewer days will be paid on a prorated basis relative to 260 days.

Section 7.15. Classification Substitute.

Employees requested by their supervisor to work a shift regularly filled by a higher classification employee for a minimum of two (2) days shall receive compensation equal to that normally received by the employee in the higher classification. The employee filling in shall move to the higher rate of pay at their step.

If a classified employee substitutes for a certificated or classified employee that is paid less, the classified employee shall suffer no reduction in pay and if the substitute rate of pay for the certificated employee is higher than the current rate of pay for the classified employee, they shall receive the higher rate of pay.

Section 7.16. Paraeducator.

Section 7.16.1. Paraeducator Schedules and Rate of Pay.

At the beginning of each school year, or newly hired position(s), each Paraeducator will receive notification of hours they are assigned from the District. If a Paraeducator's duty type changes, they will receive notification within ten (10) workdays from their administrator.

Section 7.16.2. Para Educator Scheduling.

The District recognizes that Para Educators have numerous duties and will discuss schedules with direct supervisors (Administrator) to avoid timeline conflicts of other duties.

- Paraeducators shall attend building and district learning days as determined by the District in August and shall be allowed to exchange those hours on early release days to leave with the students.
- Employees that work shortened schedules will work with their principals to determine an acceptable time exchange for their participation in the building and district learning days.
- If it is determined that the employee is unable to exchange the building and district learning hours for early release, the employee shall submit the time for payment of time worked.

Section 7.16.3. Daily Planning Time.

The District recognizes that time to complete duties is critical for optimal job performance, in particular Para Educators assigned to assist certified teachers. Para Educators are encouraged to discuss with their supervising teacher(s) and or principal any concerns.

Work schedules for Para Educators shall include the following:

- Passing time between classes or other duties.
- Allowance for transition from one duty to another (example: transitioning from classroom to playground).
- Coordination between Para Educators and their supervising teacher shall be done on duty time, not during lunch or rest periods.
- Para Educators shall be allowed up to fifteen (15) minutes daily during their scheduled shift to read and answer job related emails.

Section 7.16.4. Para Educators IEP Attendance.

Paras attending, at the request of the Supervisor, an IEP meeting that is held outside their workday, shall be paid for the meeting time.

Section 7.16.5. Paraeducator Additional Compensation.

Life Skills Program Paraeducators who are assigned to the Life Skills Program where students require additional support due to mental, emotional, or behavioral issues as defined below will be compensated an *additional* one dollar and twenty-five cents (\$1.25) per hour. These students are placed in the Life Skills Program at the discretion of the Special Education Director and IEP team.

Paraeducators who are assigned to the Life Skills Program are required to have additional training (Safety Care Team, Seizure Trainings, CPR/First Aid, etc.) which will be provided by the district. Paraeducators must be physically able and willing to perform all necessary duties of the Life Skills Program.

Section 7.17. Email time.

All employees shall be allowed to use fifteen (15) minutes of their contracted time to read and respond to job-related emails.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays.

All eleven (11) month employees or more shall receive the following paid holidays that fall within their work year:

- | | |
|---------------------------|---------------------------------|
| 1. Labor Day* | 7. Christmas Day |
| 2. Columbus Day* | 8. New Year's Day |
| 3. Veterans' Day* | 9. Martin Luther King, Jr. Day* |
| 4. Thanksgiving Day | 10. Presidents Day* |
| 5. Day after Thanksgiving | 11. Memorial Day* |
| 6. Christmas Eve Day | 12. Independence Day |
| | 13. Juneteenth |

*Denoted three (3) day weekends.

Native American Day shall be a non-workday without pay.

Section 8.1.1. School Year Employee Holidays.

All less than eleven (11) month employees shall receive the following paid holidays that fall within their work year:

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

Native American Day and Columbus Day shall be non-workdays without pay.

Section 8.1.2. Unpaid Holiday for Reason of Faith or Conscience.

Employees are entitled to two (2) unpaid holidays per year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days on which the employee desires to take the two (2) unpaid holidays after consultation with their supervisor. If an employee prefers to take the two (2) unpaid holidays on specific days for the above reasons, the employer must allow the employee to do so unless the employee's absence imposes an undue hardship on the employer.

Employees will submit an "Faith or Conscience" request to their immediate supervisor ten (10) workdays in advance of the requested unpaid holiday. No more than two (2) employees may be absent for an unpaid holiday on any given day. The following restrictions shall apply:

1. Shall not be used the two (2) weeks prior to school starting, the first two (2) weeks of school or the last two (2) weeks of school.
2. Shall not be used to extend vacations, breaks, or holiday.
3. As vacation days.
4. To shorten the employee's school year.

However, an employee may submit a written request to the Superintendent for unpaid holiday leave which falls in conjunction with #1, #2, or #4 if the reason of faith or conscience is so scheduled. The decision to grant a request for unpaid holiday for #1, #2 or #4 will be at the sole discretion of the Superintendent.

Section 8.1.3. Unworked Holidays.

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

Section 8.1.4. Worked Holidays.

Employees who are required to work on the above-described holiday shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on that date.

Section 8.1.5. Holidays during Vacation.

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

Section 8.2.

Custodians, less than two hundred and sixty (260) days: The vacation credit to which an employee shall be entitled shall be computed in accordance with the following rules.

Section 8.2.1. Less than Five Years of Service.

An employee with less than five (5) years' service will earn three (3) hours vacation credit for each eighty (80) hours worked.

Section 8.2.2. After Five Years of Service.

An employee with less than ten (10) years' service, but more than five (5), will earn four and one-half (4½) hours vacation credit for each eighty (80) hours worked.

Section 8.2.3. After Ten Years of Service.

An employee with more than ten (10) years' service will earn six (6) hours of vacation credit for each eighty (80) hours worked.

Section 8.3.

Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

Section 8.4.

Except as provided in the following section, any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 8.5.

Any employee who is discharged or who terminates employment shall receive payment for accrued (or an adjustment for un-accrued) vacation credit with their final paycheck.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave (Illness and Injury) and Family Illness.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked provided that no employee working one hundred eighty (180) days or more per year shall receive less than ten (10) days sick leave per year. An employee who works eleven (11) days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated according to statute limits. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to

work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with his/her normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Family illness for purposes of this section shall refer to minor children, either natural, adopted, foster, or otherwise under legal custodial care, whether in the home or not, and other members of the immediate family residing in the home.

Upon request, the employee shall submit to the Superintendent a statement from a licensed physician as to the cause of their taking sick leave if the absence is in excess of five (5) consecutive days.

Sick leave is defined to cover as defined by RCW 49.46.210

- A. Illness includes infectious diseases, illness, or injury of employee or immediate family, which incapacitates or prevents the employee from working or which might endanger the health of students or staff. Shall also include medical, dental or vision appointments.
- B. When the employee's workplace or their child's school or place of care has been closed by a public official for any health-related reason.
- C. For absences that qualify for leave under the state's Domestic Violence Leave (Chapter 49.76 - Domestic Violence Leave Act).
- D. The "family member" for this section is defined as child (natural, adopted, foster care, whether in the home or not), stepchildren, 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, spouse, domestic partner, parent, stepparent, surrogate parent, grandparent, grandchild, or sibling.

Section 9.1.1. On-the-Job Injury and Leave.

When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may elect to use as follows (provided the employer does not elect to keep the employee on full salary through means other than the use of accrued leave):

- A. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD) benefit payment from the District's industrial insurance; **or**
- B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefits) in addition to their entitled TTD benefits; **or**
- C. Elect to use a proportionate share of accumulated leave to make up the difference between the worker's compensation payments and the employee's regular pay at the time of the injury.

Light Duty - To accommodate the temporary physical restrictions of employees who have been injured on the job or outside of work, as indicated on a written statement from a doctor regarding restrictions, the following may occur:

- 1. The district may create temporary light-duty positions.
- 2. The district will submit proposed light duty job descriptions to PSE for review.
- 3. The filling of such positions shall be exempt from the posting and seniority provisions of Sections 10.7 and 10.9.
- 4. Employees filling such positions shall not earn seniority in classifications outside their regular classification or replace current bargaining unit employees.

- 1 5. When the employee returns to his/her regular position, the light duty position goes
- 2 away.
- 3 6. The doctor is required to certify the employee is capable of performing the work duties
- 4 prior to the employee beginning the light duty job by approving the light duty job
- 5 description.
- 6 7. Employees when released to light duty will perform only those tasks allowed by the
- 7 doctor's written statement regarding restrictions and cannot exceed these restrictions
- 8 without doctor written authorization.
- 9 8. Employee is to notify the district of any change to restrictions or release from light duty
- 10 when received.

11 **Section 9.1.1.1. Sick Leave Attendance Incentive Program.**

12 In January of the year following any year in which a minimum of sixty (60) days of
13 leave for illness or injury is accrued, and each January thereafter, any eligible employee
14 may exercise an option to receive remuneration for unused leave for illness or injury
15 accumulated in the previous year at a rate equal to one (1) day's monetary
16 compensation of the employee for each four (4) full days of accrued leave for illness or
17 injury in excess of sixty (60) days. Leave for illness or injury for which compensation
18 has been received shall be deducted from accrued leave for illness or injury at the rate
19 of four (4) days for every one (1) day's monetary compensation.

20 **Section 9.1.1.2.**

21 At the time of separation from school district employment, an eligible employee or the
22 employee's estate shall receive remuneration at a rate equal to one (1) day's current
23 monetary compensation for each four (4) full day's accrued leave for illness or injury.
24 Eligibility shall be determined by the Statute in effect at time of termination of
25 employment.

26 **Section 9.1.2. Sick Leave Sharing.**

27 Right to Donate: Employees may donate annual or sick leave to come to a fellow employee
28 who is suffering from or has a relative or household member who is suffering from an
29 extraordinary or severe illness, injury, impairment or physical or mental condition; a fellow
30 employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow
31 employee who has been called into service in the uniformed services, which has caused or is
32 likely to cause the employee to take leave without pay or terminate his/her employment. Per
33 RCW 41.04.650-41.04.665

- 34 1. Minimum Accumulation: An employee who has an accrued leave balance of more than
- 35 twenty-two (22) days may donate leave.
- 36 2. Maximum Donation: Employees are allowed to donate up to six (6) days during any
- 37 twelve (12) month period.
- 38 3. Limits: Employees cannot donate leave that would result in their cumulative leave
- 39 account going below twenty-two (22) days.
- 40 4. Status of Leave Employees: While an employee is on leave under this section, he/she
- 41 shall be classified as an employee and shall receive the same treatment in respect to
- 42
- 43
- 44
- 45
- 46
- 47
- 48

salary, wages and employee benefits as the employee would normally receive if using sick leave.

5. The reason an employee needs sick leave shall remain private.

6. Employees shall have access to intermittent and nonconsecutive use of shared leave, so long as the leave has not been returned to the donor.

Section 9.2. Emergency Leave.

Accumulated illness, injury, or emergency leave (sick leave) may be used in the event the employee has an emergency which shall, for purposes of this provision, mean a situation of such a nature that generally preplanning by the employee is not possible, one which is serious, essentially unavoidable and of importance, not one of mere convenience.

Section 9.3. Personal Leave.

Three (3) days personal leave, with pay, shall be granted each year. Twenty-four (24) hour notification is required (unless personal leave is being utilized in conjunction with either bereavement or maternity/paternity leave). Such leave is non-cumulative and shall be deducted in the following way:

1. Employees that have unused personal leave may carry over up to two (2) days to the next school year for a maximum of five (5) personal leave days in any given year.
2. Personal leave shall not be taken during the first five (5) days or the last five (5) days of the school year unless approved by the Superintendent.

Section 9.4. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 9.5. Bereavement Leave.

Absences for a funeral in the immediate family (immediate family is defined as mother-in-law, father-in-law, parent, sibling, spouse, child, or other person with who one has an association equivalent to these family ties) shall be classified as bereavement leave. A maximum of five (5) days per occurrence including travel time shall be allowed.

Absence for funeral due to death of a near relative in the employee's family shall be for a maximum of three (3) days for each occurrence. Near relatives are defined as nephew, niece, aunt, uncle, cousin, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or grandparents.

Bereavement leave is non-accumulative and is not deducted from sick leave.

Section 9.6. Maternity Leave (Leave for Employees Not Qualifying for FMLA).

An employee requesting maternity and/or parental leave shall notify the District in advance of his/her intention to take leave and the estimated date when he/she will return to work.

1. An employee is entitled to use accrued sick, personal, vacation and unpaid leave for delivery and recovery after childbirth. The normal period for delivery and recovery after childbirth is

- assumed to be thirty (30) workdays. Use of more than thirty (30) workdays of accrued leave for delivery and recovery after childbirth or a pregnancy-related disability must be verified by a physician's note.
2. Personal leave and/or a vacation may be accessed beyond the thirty (30) days without a physician's note.
3. Any extension of maternity leave beyond the period needed for childbirth and recovery shall be granted under Parental Leave.

Section 9.6.1. Paternity/Co-Parent/Parental Leave.

1. An employee, upon request, shall be allowed to use up to thirty (30) days of accumulated sick leave per year to introduce a new child into their family.
2. This applies to regular childbirth as well as adoption and foster care.
3. If the employee does not have enough sick leave, the employee may go on unpaid parental leave. Unpaid parental leave may be extended to sixty (60) days if qualified under FLA/FMLA. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the District.

Section 9.7. Family Medical Leave (FMLA).

The District shall make Family Medical Leave available in accordance with the Family and Medical Leave Act of 1993.

1. **Eligibility:** Any employee who has worked 1,250 hours in the twelve (12) months preceding the leave shall be eligible for Family Medical Leave.
2. **Usage:** Eligible employees shall be provided up to twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons:
 - A. The birth of a child, or placement of a child with the employee for adoption or foster care.
 - B. To care for the employee's spouse, child, or parent due to his/her serious health condition.
 - C. The employees' own serious health condition.
 - D. A qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is on active duty or called to active-duty status in support of a contingency operation as a member of the National Guard or Reserves.
 - E. The employee is the spouse, son or daughter, parent, or next of kin of a covered service member with a serious injury or illness.
3. **Notification:** The employee shall provide the District thirty (30) days advance notice of his/her intent to use Family Leave when the need for the leave is foreseeable. The District may require medical certification to support a request for leave or to verify fitness to return to work and may require a second opinion (at the district's expense).
4. **Job Benefits and Protection:** The District shall insure the following provisions for eligible employees whose absence qualifies as Family Medical Leave:
 - A. Maintain the employees' insurance benefits for the duration of the Family Medical Leave.
 - B. Grant, at the employee's request, his/her usage of accrued sick/vacation leave prior to his/her going on unpaid leave.

- C. Grant the employee his/her previous or similar position upon return from Family Medical Leave.
- D. Maintain any employee benefits that accrued prior to the start of Family Medical Leave.

Section 9.8. Leave of Absence.

Section 9.8.1. Leave of Absence without Pay.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence without pay for a period not to exceed one (1) year. If the leave is granted for a health-related reason, an additional leave of up to one (1) year may be requested.

Section 9.8.2. Return from Leave.

The returning employee will be assigned to the position occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

Section 9.8.3. Retain Rights.

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence.

Section 9.9. Paid Family and Medical Leave (PFML).

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. The District will comply with the PFML to the extent required by law.

Section 9.10. Additional Leaves.

Leaves shall be permitted consistent with district policy, State or Federal leave laws.

- Domestic Violence Leave RCW 49.76.030
- Military Leave WAC 357.31.370,373
- Civic Duty Leave WAC 357.31.326
- Parental Leave WAC 357.31.460 All leave of absence requests must be requested in writing to the Human Resources Department.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1. Hire Date and Seniority Date.

The hire date of an employee within the bargaining unit shall be established as of the date on which the employee began continuous employment with the district.

1 The seniority date of an employee shall be established as of the date on which an employee begins
2 continuous employment within any job classification defined in Article I, Section 1.3. The seniority
3 date of an employee is subject to change as hereinafter provided.

4
5 **Section 10.2. Probationary Period.**

6 Each new hire shall remain on a probationary status for a period of not more than ninety (90) calendar
7 days following the hire date. During this probationary period, the District may discharge such an
8 employee at its discretion.

9
10 **Section 10.3. Completion of Probationary Period.**

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

13
14 **Section 10.4. Loss of Seniority Rights.**

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

- 16 1. Resignation.
- 17 2. Discharge for any reason contained in this agreement.
- 18 3. Retirement.

19
20 **Section 10.5. No Loss of Seniority Rights.**

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

- 22 1. Time lost by reason of industrial accident, industrial illness, or jury duty.
- 23 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
24 States.
- 25 3. Time spent on other authorized leaves of absence, not to exceed one (1) year.
- 26 4. Time spent in layoff status hereinafter provided.

27
28 **Section 10.6. Seniority Rights Within Job Classification.**

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

31
32 **Section 10.7. Seniority Preferential Rights.**

33 Seniority shall prevail in all matters relating to hours of work within position, shift change, vacation
34 scheduling and layoffs. Seniority shall prevail in matters relating to promotions, assignments to new or
35 open jobs or positions, provided said employee meets the applicable job qualifications and is able to
36 perform the work assigned.

37
38 If the District determines that seniority rights should not govern because a junior employee possesses
39 ability and performance substantially greater than a senior employee or senior employees, the District
40 shall set forth in writing the reasons for the bypass to the senior employee or employees and the
41 Chapter President within five (5) workdays of the decision.

42
43 **Section 10.7.1. Specialized Para-Educators.**

44 Para-Educators in positions that are highly skilled or require educational certification,
45 licensure, or accreditation to perform their position shall be exempt from being bumped by
46 employees that do not have such credentials.

1 **Section 10.8. Classification Changes.**

2 An employee who changes job classifications within the bargaining unit prior to September 1, 1997,
3 shall retain his/her seniority date in the previous classification, notwithstanding that he/she has
4 acquired a new classification seniority date. Employees who changed job classifications after
5 September 1, 1997, shall retain two (2) years seniority.
6

7 **Section 10.9. Posting Requirements.**

8 The District shall publicize within the bargaining unit for five (5) workdays the availability of open
9 positions as soon as possible after the District is apprised of the opening. A copy of the job posting
10 shall be forwarded to the President of the Association and to the Association representative of the
11 classification concerned. If a posted position is not filled within twenty (20) calendar days, the District
12 will notify the Association of its intentions regarding that position.
13

14 **Section 10.9.1. Addition or Reduction of Time.**

15 The addition of any new position or adjustments (addition or reduction) of any existing position
16 of more than one (1) hour over the posting represents a new or open position for the purpose of
17 this agreement.
18

19 **Section 10.10. Hired into a Different classification.**

20 Employees hired for a job/position in a different classification shall be given a twenty (20) workday
21 trial; if not satisfactory, the employee shall return to their former position. The following procedure
22 shall be used:

- 23 • Within twenty (20) workdays after beginning in the new position, either the employee or the
24 supervisor may direct a return to the employee's previous position. The employee shall have no
25 right to grieve this decision.
- 26 • During the twenty (20) days right to return period, the vacated position(s) will not be filled on a
27 permanent basis.
28

29 **Section 10.11. Employee Layoff Rights.**

30 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
31 District. Recall to new or open positions shall be in reverse order of the layoff subject to the provisions
32 of Section 10.7. Names shall remain on the reemployment list for two (2) years. Current employees
33 have preferential seniority rights over employees on layoff status to new or open positions.
34

35 **Section 10.11.1. Bumping Rights.**

36 Whenever a classified employee's position is terminated or an employee is laid off, that
37 employee shall have preferential rights regarding layoffs when qualifications and ability are
38 substantially equal, and that employee shall have the right to "bump" an employee with less
39 seniority within the same job classification. No employee may exercise seniority rights that will
40 increase the employee's annual work hours by more than one half (½) hour or hourly wage at
41 the time of layoff or if the employee's position is terminated.
42

43 **Section 10.12. Notification to Employer During Layoff.**

44 Employees on layoff status shall provide the District with their current address and telephone
45 number(s). Employees may also provide a current e-mail address to the District. All information and
46 preference of notification method must be provided in writing to the District office. It is the
47 employee's responsibility to notify the District in writing of any change of address, phone number(s)
48 or email address.

1 **Section 10.13. Forfeiture of Rights.**

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

5
6 **Section 10.14. Rejection of Reemployment Offer.**

7 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
8 accrued benefits; provided, that such employee is offered a position substantially equal (a loss of no
9 more than thirty [30] minutes per day) to that held prior to layoff.

10
11 **Section 10.15. Exempt Positions.**

12 Translator; Sign Language; Bi-lingual; Specific Qualifications with a "student specific", which
13 requires "above and beyond the standard classroom duties" i.e., "medically fragile. The Special Ed
14 Director determines per a 504 plan who is medically fragile. Exempt positions cannot be "bumped". If
15 an exempt position is eliminated, that employee may "bump".

16
17 **Section 10.16. Seniority Tie.**

18 The seniority of an employee shall be established as of the date on which an employee begins
19 continuous employment (first day of work) within any job classification defined in Article I, Section
20 1.2. If more than one employee begins on the same day, seniority shall be decided with a drawing by
21 lot, to determine position on the seniority list. The Association and the affected employees shall be
22 notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly
23 and at a time and place which will allow affected employees and the Association to be in attendance.

24
25 **Section 10.17. Furlough.**

- 26 1. The opportunity to accept a furlough will be offered to employees in order of seniority within their
27 classification. This provision shall not be interpreted to require the District to offer furlough to
28 employees deemed necessary for school district operations during an emergency.
- 29 2. Employees who accept a voluntary furlough will continue to accrue seniority and longevity within
30 their classification as though their service were uninterrupted.
- 31 3. Furloughed employees may be recalled to work with at least twenty four (24) hours' notice.
32 This voluntary furlough will last until no later than the last day of the school year, at which point
33 furloughed employees will be returned to the work status they would ordinarily be in at that time.
34 Operational needs may require the District to end furlough for some or all furloughed employees
35 prior to that date but no furlough will extend beyond the last day of the school year.

36
37
38
39 **ARTICLE XI**

40
41 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

42
43 **Section 11.1. Just Cause.**

44 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
45 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
46 If the District has reason to reprimand an employee, it shall be done in a manner which will not
47 embarrass the employee before other employees or the public.

1 **Section 11.1.1. Due Process.**

2 The District shall have the right to discipline or discharge an employee for just cause. If the
3 District has reason to discipline an employee, it shall be done privately with the employee. The
4 District will inform the employee of their right to representation. An employee shall be entitled
5 to have a present, a representative of the Association during any disciplinary action. When a
6 request for such representation is made, no action shall be taken with respect to the employee
7 until such representative of the Association is present. However, no action shall be delayed
8 more than two (2) workdays for this reason.
9

10 Disciplining of employees shall be appropriate to the behavior which precipitates said action.
11 The progressive steps shall generally be as follows:

- 12 1. Verbal warning (Counseling and Restatement of Expectations)
- 13 2. Written reprimand
- 14 3. Short/Long Term Suspension (unpaid)
- 15 4. Discharge
16

17 The district will not be required to apply progressive discipline in instances wherein the offense
18 is of such a critical and/or serious nature causing steps to be bypassed. Critical or serious in
19 nature is defined loosely as any act that violates state or federal law, puts students, staff or the
20 general public in danger or any other act as determined by the superintendent or the employee's
21 supervisor.
22

23 Any complaint made against an employee, by any parent, student, or other person, is to be
24 called to the attention of the employee. Any complaint not called to the attention of the
25 employee may not be used as the basis for disciplinary action against the employee.
26

27 **Section 11.2. Notification to Non-Annual Employees.**

28 This section is intended to be applicable to those employees whose duties necessarily imply less than
29 twelve (12) months (excluding vacations) work per year.
30

31 **Section 11.2.1. Discharge Notification.**

32 Should the District decide to discharge or lay off any non-annual employee, the employee shall
33 be notified in writing prior to the expiration of the school year.
34

35 **Section 11.3. Two Week Notification.**

36 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
37 employees two (2) weeks' notice of intention to layoff. The employee will give the District two (2)
38 weeks' notice of intention to resign.
39
40
41

42 **ARTICLE XII**

43 **INSURANCE AND RETIREMENT**

44
45
46 **Section 12.1. Insurance.**

47 The District shall provide qualified employees with insurance benefits, beginning January 2020, that
48 align with the rules and regulations set by the SEBB (School Employee Benefits Board).

1 A. Availability:

- 2 1. Employees are qualified if they work or will work a minimum of 630 hours during the year.
3 Paid leave hours shall count towards the 630 hours used to determine eligibility for
4 benefits. For purposes of benefits provided under SEBB, a school year shall mean
5 September 1 through August 31. The effective date of coverage is the first day of the month
6 following the day the employee begins work.
7 2. Open enrollment begins as per SEBB rules.
8 3. Individuals must enroll on-line themselves or with forms provided by SEBB.
9

10 B. Benefits:

- 11 1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision,
12 basic life/accidental insurance, and long-term disability insurance. Employees may select
13 optional benefits at their own expense.
14 2. Employees will select a carrier approved by SEBB and available in the county they live in
15 or as per SEBB rules.
16

17 C. Premiums:

- 18 1. The district shall pay their portion of the employee premium as established by SEBB.
19 2. Employees will be responsible for their portion of the premium.
20 3. Premium surcharges will be paid by the employee.
21

22 D. Benefit Termination:

23 Any employee terminating employment shall be entitled to receive the District insurance
24 contribution for the remainder of the calendar month in which the contribution is effective. In
25 cases where separation occurs after completion of the employee's full contract obligation (i.e.,
26 the end of the school year), benefit coverage will continue through August 31 of that year.
27

28 E. Implementation Issues:

29 The parties agree to meet and negotiate, to the satisfaction of both parties, any discrepancies or
30 disagreements that develop as the SEBB program is implemented.
31 Should any contract language be found not to be allowed under State law and/or SEBB rules,
32 State law and SEBB rules shall govern.
33

34 **Section 12.2. Tort Liability Coverage.**

35 The District shall provide tort liability coverage for all employees subject to this Agreement.
36

37 **Section 12.3. Industrial Insurance Contributions.**

38 The District shall make required contributions for Industrial Insurance on behalf of all employees
39 subject to this Agreement.
40

41 **Section 12.4. Washington State Unemployment Compensation Fund Contributions.**

42 The District shall make contributions to the Washington State Unemployment Compensation Fund
43 requisite to providing unemployment benefits for all employees subject to this Agreement.
44

45 **Section 12.5. Reporting of Hours.**

46 In determining whether an employee subject to this Agreement is eligible for participation in the
47 Washington State Public Employees Retirement System or SERS, the District shall report all hours
48 worked, whether straight time, overtime, or otherwise.

Section 12.5.1. Conversion of Sick Leave upon Retirement or Death.

1. Eligible Employees:

Each employee who subsequently terminates employment may personally, or through his or her estate in the event of death, elect to convert all eligible accumulated, unused sick leave days to monetary compensation as provided in this section.

For the purpose of this section, an eligible employee shall be defined as:

- A. Employees who separate from employment due to retirement or death.
- B. Employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service in SERS 3.
- C. Employees who separate from employment and who are at least fifty-five (55) and have at least fifteen (15) years of service in SERS 2.

2. Eligible Sick Leave Days:

All unused sick leave days that have been accumulated by an eligible employee, less sick leave days previously converted, and those credited as service rendered for retirement purposes, may be converted to monetary compensation upon the employee's termination of employment due to retirement or death.

3. Rate of Conversion:

Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent (25%) of an employee's full time daily rate of compensation at the time of termination of employment for each full day of eligible sick leave, to a maximum of one hundred eighty (180) days. Partial days of eligible sick leave shall be converted on a pro-rata basis.

- 4. All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.
- 5. Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under the Public Employees' Retirement System.

Section 12.6. Tax Shelter Annuity Plan.

All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary. Signup will occur only at the first of each school year.

ARTICLE XIII

VOCATIONAL TRAINING

Section 13.1. Professional Development for Classified Employees.

- A. Classified staff development fund amount is four thousand dollars (\$4,000.00).
- B. A joint committee consisting of PSE and district representatives shall recommend to whom the funds will be awarded, and the amount awarded.

- 1 C. The funds may be used for the following: tuition, certification, course fees, applicable travel
2 expenses and lodging.
- 3 D. Salary to employees will be paid by the employer if the training occurs during their regular work
4 hours. Employee-selected professional development outside the normal working hours will not
5 apply.
- 6 E. Travel and training costs will be provided if the training is required by the district. The employees'
7 wages shall be paid if training takes place outside of the regular scheduled work hours.
- 8 F. These professional development funds shall not be used to replace or in lieu of building or
9 administrator's budgets.
- 10
11
12

13 ARTICLE XIV

14 ASSOCIATION MEMBERSHIP AND CHECKOFF

15 **Section 14.1. Association Membership.**

16 The employees shall have the right of self-organization, to legally assist employee's organizing and to
17 bargain collectively. The parties recognize that an employee has the option of declining to join as a
18 member of the Association. Each employee subject to this Agreement, who, on the effective date of
19 this Agreement is a member of the Association in good standing, shall maintain his/her membership in
20 the Association during the term of this Agreement unless membership is revoked through written
21 request to Public School Employees of Washington/SEIU Local 1948.

22
23
24

25 **Section 14.2. Deduction of Dues.**

26 The Association, which is the legally recognized exclusive bargaining representative of the classified
27 employees as described in this Agreement, shall have the right to have deducted from the salary of the
28 employees, upon receipt of a signed dues authorization card, an amount equal to the fees and dues
29 required for membership in the Association. PSE will be the custodian of the records related to dues
30 authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the
31 accuracy and safekeeping of those records. The parties further agree PSE will establish the procedure
32 that clearly outlines the membership process, which will be provided to the District at the beginning of
33 each school year. The District shall deduct PSE dues, assessments, service charges or voluntary
34 political contributions from the pay of any employee who authorizes such deductions pursuant to RCW
35 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School
36 Employees of Washington/SEIU Local 1948 on a monthly basis.

37
38

39 **Section 14.2.1. Dues Authorizations.**

40 The District agrees to accept dues authorizations via paper form, voice authorization or by E-
41 signature in accordance with "E-Sign". PSE will provide a list of those members who have
42 agreed to union membership directly with the Association via any of the above methods. In
43 addition, upon request, the District will be given access to the .wav files associated with the
44 voice authorizations.

45 **Section 14.3. Declining Membership.**

46 The parties recognize that an employee will have the option of declining to participate as a member in
47 the Association.

48

1 **Section 14.4. New Hire Notification.**

2 The District will provide the Association President or designee electronic notification of the name,
3 address, phone number, classification, job title, work location and work email address of all newly
4 hired bargaining unit employees following school board approval and at least three (3) workdays
5 before they begin their first day on the job. Exceptions may be made by the superintendent.
6

7 **Section 14.5. Voluntary Political Contribution (COPE).**

8 The District shall upon receipt of a written authorization form or voice authorization that conforms to
9 legal requirements, deduct from the pay of such bargaining unit employees the amount of contribution
10 the employee voluntarily chooses for deduction for political purposes and shall transmit the same to
11 PSE on the PSE dues remittal check. Section 14.7 of the Collective Bargaining Agreement shall apply
12 to these deductions. The employee may revoke the request at any time. At least annually, the employee
13 shall be notified by the Chapter President about the right to revoke the request.
14

15 **Section 14.6. Deductions and Transmittal of Dues.**

16 The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of
17 any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District
18 shall transmit all such funds deducted to the Treasurer of the Public School Employees of
19 Washington/SEIU Local 1948 on a monthly basis.
20

21 **Section 14.7. District Held Harmless.**

22 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
23 and the Association shall indemnify and hold the District harmless for any and all claims, grievances,
24 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action
25 taken by the District for the purpose of the District's acceptance of voice and/or electronic
26 authorization of membership and/or the Association's representations regarding the existence of a valid
27 membership authorization, as well as for complying with any of the provisions of this Article of the
28 Agreement.
29

30
31 **ARTICLE XV**

32
33 **GRIEVANCE PROCEDURE**
34

35 **Section 15.1.**

36 Grievances or complaints arising between the District and its employees within the bargaining unit
37 defined in Article I herein, involving the interpretation or application of the Terms and Conditions of
38 this Agreement, shall be resolved in strict compliance with this Article.
39

40 **Section 15.2. Grievance Steps.**

41
42 **Section 15.2.1. Step 1. Informal Level – Submission of Grievance to Supervisor.**

43 Employees shall first discuss the grievance or complaint with their immediate supervisor. If
44 employees wish, they may be accompanied by an Association representative at such discussion.
45 All grievances or complaints not brought to the immediate supervisor in accordance with the
46 preceding sentence within thirty (30) days of the occurrence of the grievance or complaint shall
47 be invalid and subject to no further processing. The supervisor shall have five (5) workdays to
48 respond.

Section 15.2.2. Step 2. Formal Level – Written Submission of Grievance to Supervisor.

If the grievance or complaint is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within five (5) workdays, reduce to writing a statement of the grievance or complaint containing the following:

1. The facts on which the grievance or complaint is based.
2. A reference to the provisions in this Agreement which have been allegedly violated.
3. The remedy sought.

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

Section 15.2.3. Step 3. Superintendent Level.

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

Section 15.2.4. Step 4. School Board Level.

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

Section 15.2.5. Step 5. Arbitration.

If no settlement has been reached within thirty (30) days referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. The Association, within ten (10) days, may appeal the grievance. In the event an arbiter cannot be agreed upon, the parties shall jointly request the American Arbitration Association submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask the nominees to be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties, in turn, shall have the right to delete a name from the panel until only one (1) name remains. The right to delete the first name from the panel shall be determined by lot. The process shall be completed within ten (10) days of receipt of the list. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her.

1 The decision of the arbitrator shall be final and binding upon the District, the Association and
2 the grievant(s).

3
4 The arbitrator shall be without power or authority to add to, subtract from, or alter any of the
5 terms of this Agreement, or to award damages (make whole remedies are not considered
6 damages).

7
8 The expenses of the arbitrator shall be borne equally by the District and the Association. All
9 other expenses will be borne by the party incurring them.

10
11 **Section 15.3.**

12 The grievance or arbitration discussion shall take place whenever possible on school time. The
13 employer shall not discriminate against any individual employee or the Association for taking action
14 under this Article.

15
16
17
18 **ARTICLE XVI**

19
20 **TRANSFER OF PREVIOUS EXPERIENCE**

21
22 **Section 16.1. Previous Experience with Another District.**

23 The District shall adhere to RCW 28A.400.300 to include subsection 2 - When any certificated or
24 classified employee leaves one school district within the state and commences employment with
25 another school district within the state, the employee shall retain the same seniority, leave benefits and
26 other benefits that the employee had in his or her previous position. However, classified employees
27 who transfer between districts after July 28, 1985, shall not retain any seniority rights other than
28 longevity when leaving one school district and beginning employment with another. If the school
29 district to which the person transfers, has a different system for computing seniority, leave benefits,
30 and other benefits, then the employee shall be granted the same seniority, leave benefits and other
31 benefits as a person in that district who has similar occupational status and total years of service.

32
33 **Section 16.2. Longevity Credit.**

34 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A,
35 except the seniority provisions.

36
37
38
39 **ARTICLE XVII**

40
41 **SALARIES AND EMPLOYEE COMPENSATION**

42
43 **Section 17.1. Compensation Defined.**

44 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
45 worked (in the case of less than full time employees) shall include all holiday and vacation hours
46 awarded, as agreed upon in Article XII, Section 12.1. Each employee shall receive a full accounting
47 and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

1 **Section 17.2. Salary Schedule.**

2 Salaries for employees subject to this Agreement are contained in Schedule A as attached.

3
4 **Section 17.2.1. Schedule A Salaries.**

5 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
6 terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this
7 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
8 to the effective date.

9
10 For the 2023-2024 school year, all steps on Schedule A shall be increased by six point seven
11 percent (6.7%) after the following classifications are increased as follows:

12
13 Custodians, fifty cents (\$0.50).

14 Preschool Coordinator, one dollar (\$1.00).

15
16 For the 2024-2025 school year, all steps on Schedule A shall be increased by the Implicit Price
17 Deflator (IPD) or 2% whichever is greater.

18
19 For the 2025-2026 school year, all steps on Schedule A shall be increased by the Implicit Price
20 Deflator (IPD) or 2% whichever is greater.

21
22 **Section 17.2.2. Retroactive Pay.**

23 Retroactive pay, where applicable, shall be paid on the first regular pay day following
24 execution of this Agreement if possible, and in any case not later than the second regular pay
25 day. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII,
26 Section 18.3, such retroactive pay shall be paid on the first regular pay day following
27 agreement on such schedule, if possible, and in any case not later than the second regular pay
28 day.

29
30 Should the District overpay an employee, the employee shall be allowed to repay the
31 overpayment by monthly payments until paid in full (the reimbursement timeline and a
32 reasonable payment amount shall be mutually agreed upon by both the employee and District).
33 The employee may also have the option to be assigned work until the overpayment is paid
34 back. The work options may include temporary duties in another classification at that
35 classification's rate of pay. This temporary assignment is not subject to the rights under Article
36 XV. Should the employee leave the employment of the District, the balance shall be withheld
37 from the employee's last paycheck.

38
39 **Section 17.2.3. Incremental Steps.**

40 Incremental steps, where applicable, shall take effect on September 1 of each year during the
41 term of this Agreement; provided, that a twelve (12) month employee has been actively
42 employed since February 20 of the previous employment year and that employees working less
43 than twelve (12) months per year have been actively employed since January 20 of the previous
44 employment year.

45
46 **Section 17.2.4. Longevity Credit.**

47 Any employee who changes job positions or classifications shall receive full longevity credit
48 regarding step placement on Schedule A.

Section 17.3. Calculating Daily Hours.

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour.

Section 17.4. District Classified Librarians/Literacy Coordinator.

District Classified Librarians shall work one (1) additional day at the beginning of the school year and one (1) additional day at the end of the school year.

District Classified Elementary Literacy Coordinator shall work one (1) additional day at the beginning of the school year and three (3) additional days at the end of the school year.

Section 17.4.1. Secretary Access to "Days".

Secretarial employees may access a district pool of fifteen (15) "floating" days, which can be used before school begins, during the year or after the end of school. The use of these days shall be approved by their administrator prior to usage.

Section 17.4.2. Sub Call Compensation.

The Secretary responsible for the sub calling shall be paid an additional two-thousand six hundred dollars (\$2,600.00) per year for these duties, which shall be calculated as part of the employee's monthly pay.

Section 17.5. Reimburse for Required in District Travel.

Any employee required to travel from one site to another as part of their job in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the prevailing current State per diem rate.

Section 17.6. Overnight Reimbursement.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures at current Washington State per diem rates. Reimbursement for meals will be consistent with current Washington State per diem rates; provided, however, that if hotel complimentary meals are nutritionally deficient, the employee shall be reimbursed for meals from other sources.

Section 17.7. Educational Stipends.

Associate Arts Degree	\$ 120.00
Bachelor's Degree or more	\$ 180.00
Pass the Para Test	\$ 60.00
Paraeducator General Certificate	\$ 80.00
AA + Paraeducator Certificate	\$ 200.00
BA + Paraeducator Certificate	\$ 260.00
Pass the Para Test + Paraeducator Certificate	\$ 140.00

Stipend paid once annually in November; all documentation must be submitted to payroll office by October 31 to qualify for the November stipend.

Section 17.8. Fees Paid by the District.

The District shall pay the following:

- Custodians working a split shift shall receive an additional fifty (\$0.50) cents per hour. This additional compensation shall only be received while the custodian works a split shift.

- Fee for current food service employee's food handlers permits.
- All license fees for employees required to apply chemicals. The employee agrees to keep the license current.
- Cost of the first state approved Para Educator test that is administered at a pre-approved testing site.
- Fees for the commercial driver's license.
- Coulee Medical Center rate for the cost of a physical examination for each employee who is required as a condition of employment to take a physical examination.
- Employees changing classification and job applicants are required to disclose any conditions or circumstances which would disqualify or limit them from performing the requisite duties of the position.

Section 17.9. Recess Time Out (RTO) and In School Suspension (ISS).

The RTO/ISS position shall receive an additional fifty (\$0.50) cents per hour.

Section 17.10. Employee Immunizations.

Employees assigned to work in hazardous or infectious situations shall be provided, at their request, immunization protection at District expense, (e.g., Hepatitis shots).

Section 17.11. Substitute Teacher Wages.

Classified staff who hold an Emergency Substitute certificate may be assigned to teach and supervise students consistent with RCW 28A.405.465. When assigned by an administrator to replace a certificated teacher, the parties agree to suspend Section 1.4. The employee shall be paid the hourly rate of a substitute teacher or their hourly rate plus one dollar (\$1.00) whichever is greater.

Section 17.12. X-Rays.

The District shall pay the cost of X-rays for each employee who, as a condition of employment, is required to have X-rays taken.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be September 1, 2023 through August 31, 2026.

Section 18.2. Provisions of Agreement.

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

Section 18.3. Openers.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, for the term of this Agreement, the Schedule A shall be reopened annually to renegotiate to the maximum state allocation and if applicable regionalization IPD (Implicit Price Deflater) or as necessary to consider the impact of any legislation enacted following

1 execution of this Agreement which may arguably affect the terms and conditions herein, or create
2 authority to alter personnel practices in public employment.

3
4 This Agreement shall be reopened annually to review insurance plans and both parties shall negotiate
5 as necessary to comply with Washington State laws.

6
7 **Section 18.4. Application of Agreement.**

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

10
11 **Section 18.5. Agreement in Conflict.**

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

14
15 **Section 18.6. Previous Sections.**

16 In the event either of the two (2) previous sections is determined to apply to any provision of this
17 Agreement, such provision shall be renegotiated pursuant to Section 18.3.

18
19 **Section 18.7.**

20 If any other employee or employee unit in the district receives an increase in wages/salary, additional
21 paid holidays, or additional insurance dollars, the district and association agree to meet to discuss a fair
22 and equitable distribution among the classified bargaining unit members. An insurance increase shall
23 be based on benefit FTE. For the term of this Agreement, both parties agree this section will not be in
24 effect.

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30 **SIGNATURE PAGE**

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35
36 PUBLIC SCHOOL EMPLOYEES OF
37 WASHINGTON/SEIU LOCAL 1948

38
39 GRAND COULEE DAM CHAPTER

40
41 BY: Rebecca Loch
42 Rebecca Loch, Chapter President

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44
45
46 DATE: 7-21-2023

47
48
49 GRAND COULEE DAM SCHOOL DISTRICT #301J

50
51 BY: Rodriguez F. Broadnax
52 Rodriguez F. Broadnax, Superintendent

53
54
55
56 DATE: 21 July 2023

SCHEDULE A
GRAND COULEE DAM SCHOOL DISTRICT
SEPTEMBER 1, 2023 – AUGUST 31, 2024
(with 6.7% increase from 22-23 SY)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Positions	1 - 4 yrs.	5 - 9 yrs.	10 -14 yrs.	15-19 yrs.	20-24 yrs.	25+ yrs.
Secretary						
Secretary I	23.29	23.71	24.15	24.59	25.06	25.81
Food Service						
Head Cook	22.50	22.95	23.30	23.66	24.08	24.80
Assistant Cook	20.53	20.96	21.28	21.71	22.12	22.78
Transportation						
Bus Driver	25.30	25.82	26.19	26.60	27.07	27.88
Extra Trip Rate	25.30					
Custodial						
Custodian	21.44	22.05	22.70	23.09	23.50	24.19
Maintenance						
Maintenance	24.22	25.09	25.23	25.83	26.29	27.08
Mechanic						
Lead Mechanic	26.61	27.07	27.65	28.23	28.70	29.57
Mechanic	21.30	23.90	24.53	25.12	25.56	26.32
Para-Educator						
Para-Educator	20.52	20.95	21.27	21.60	21.97	22.63
Librarian	20.52	20.95	21.27	21.60	21.97	22.63
Sped Program Para-Educator	21.77	22.20	22.52	22.85	23.22	23.88
Nurse/Health Assistant	21.96	22.28	22.66	23.00	23.42	24.12
Literacy Coordinator	21.96	22.28	22.66	23.00	23.42	24.12
Tech Literacy Coordinator	21.96	22.28	22.66	23.00	23.42	24.12
Title I/LAP Coordinator	21.96	22.28	22.66	23.00	23.42	24.12
Title VI Coordinator	21.96	22.28	22.66	23.00	23.42	24.12
Pre-School Coordinator	23.03	23.35	23.73	24.07	24.49	25.18
ISS/RTO Aide	21.12	21.55	21.87	22.20	22.58	23.25
SLP-ASL-Braille						
(without certification)	21.96	22.28	22.66	23.00	23.42	24.11
(with certification)	27.96	28.55	28.97	29.44	29.97	30.87
Safety & Security						
Safety & Security Officer	24.23	24.72	25.11	25.49	25.95	26.73



Classified Performance Evaluation

GRAND COULEE DAM SCHOOL DISTRICT #19

Employee: _____ Title: _____ Location: _____

Evaluator: _____ Title: _____ Date: _____

Additional input received from: _____

Evaluation type: ☐ Probationary ☐ Annual

Directions: Complete the evaluation after consultation with a person who supervises the work of the employee. Check the appropriate boxes next to the descriptors. In the event an area is marked other than "Meets Expectations" a comment is required to explain the rating.

	4 Meets expectations with excellence	3 Meets expectations	2 Area For Growth	1 Does not meet Expectations
1. Job Performance				
a. Manages time efficiently.	☐	☐	☐	☐
b. Solves problems effectively.	☐	☐	☐	☐
c. Adjusts to new assignments/conditions. and is flexible to change.	☐	☐	☐	☐
d. Is calm and objective under stress.	☐	☐	☐	☐
e. Maintains confidentiality.	☐	☐	☐	☐
f. Uses good judgment and makes decisions appropriate to the situation	☐	☐	☐	☐
g. Clothing and grooming are appropriate for position.	☐	☐	☐	☐

Comments:

	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
2. Job Knowledge				
a. Has working knowledge/ understanding of job.	☐	☐	☐	☐
b. Demonstrates skill level appropriate to job.	☐	☐	☐	☐
c. Understands/follows policies, procedures and practices established within district/building	☐	☐	☐	☐
d. Successfully completes recommended training.	☐	☐	☐	☐

Comments:

3. Quality of Work	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Work quality meets expected standards.	☐	☐	☐	☐
b. Works productively and efficiently.	☐	☐	☐	☐
c. Show pride and interest in work.	☐	☐	☐	☐
d. Understands and applies appropriate safety procedures and practices.	☐	☐	☐	☐
e. Maintains orderliness and cleanliness of work area(s).	☐	☐	☐	☐

Comments:

4. Quantity of Work	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Amount of work is consistent with job descriptions.	☐	☐	☐	☐
b. Demonstrates an understanding of responsibilities.	☐	☐	☐	☐
c. Completes work/tasks in a timely manner.	☐	☐	☐	☐

Comments:

5. Communications	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Communicates in a professional manner.	☐	☐	☐	☐
b. Listens attentively.	☐	☐	☐	☐
c. Understands and responds appropriately to verbal and written communications.	☐	☐	☐	☐
d. Communicates clearly and effectively.	☐	☐	☐	☐

Comments:

6. Human Relations	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Treats students, staff, and community with courtesy and respect.	☐	☐	☐	☐
b. Gets along well with others.	☐	☐	☐	☐
c. Works collaboratively with others.	☐	☐	☐	☐

Comments:

7. Work attitude	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Works cooperatively with supervisor, staff, students, parents and community.	☐	☐	☐	☐
b. Accepts direction, instruction and correction in a positive manner.	☐	☐	☐	☐

Comments:

8. Initiative	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Demonstrates self-motivation.	☐	☐	☐	☐
b. Exhibits creative thinking and problem-solving skills.	☐	☐	☐	☐
c. Willingness to exceed minimum performance as required by the job.	☐	☐	☐	☐

Comments:

9. Attendance and punctuality	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Maintains good attendance.	☐	☐	☐	☐
b. Is punctual: begins working at designated time.	☐	☐	☐	☐
c. Calls employer when absent.	☐	☐	☐	☐

Comments:

10. Dependability	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Anticipates what needs to be done and follows through.	☐	☐	☐	☐
b. Performs tasks and assignments without supervision.	☐	☐	☐	☐
c. Completes tasks in a timely manner.	☐	☐	☐	☐

Comments:

Overall Performance

(Check the Appropriate Box)

- | | |
|--|---|
| ☐ Meets Expectations
With Excellence | Achieved excellence in multiple categories; modeled superior performance overall. |
| ☐ Meets Expectations | Satisfied job requirements; expectations have been met or exceeded. |
| ☐ Needs Improvement | Based on job description requirements and expectations, identify specific areas that need improvement. |
| ☐ Does Not Meet
Expectations | Employee has not met expectations and is in need of substantial improvement.
(Assistance/improvement Plan attached.) |

Evaluator Comments:

Evaluator Signature

Evaluator Title

Date

Employee Comments:

Employee Signature

Employee Position

Date

The signature of the employee above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed the evaluation with the evaluator.

*A copy of this evaluation will be given to the employee within **one week** of completion of the evaluation process.*