

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MEAD SCHOOL DISTRICT #354

AND

**PUBLIC SCHOOL EMPLOYEES OF MEAD
(OFFICE AND SUPPORT PROFESSIONALS)**

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I – RECOGNITION	1
Section 1.1. Bargaining Unit Defined.....	1
Section 1.2. Substitute Employees.....	1
Section 1.2.1. Substitute Assignments.....	1
Section 1.3. Temporary Positions.....	1
Section 1.4. Definitions.....	2
ARTICLE II – JOB DESCRIPTIONS, DUTIES, AND RESPONSIBILITIES	2
Section 2.1. Job Descriptions.....	2
Section 2.2. Job Duties and Assignments.....	2
Section 2.3. Nutrition Services.....	2
Section 2.3.1. Operating Procedure Manual.....	2
Section 2.3.2. Dress Code.....	3
Section 2.3.3. Preparation Day(s).....	3
Section 2.3.4. Cleaning Duties.....	3
Section 2.3.5. Kitchen Maintenance.....	3
Section 2.4. Paraeducators, Education Support Specialists, and Classified Nurses.....	3
ARTICLE III – RIGHTS OF THE EMPLOYER	4
Section 3.1. Reasonable Rules and Regulations.....	4
Section 3.2. District Rights.....	4
ARTICLE IV – RIGHTS OF THE EMPLOYEES	4
Section 4.1. Union Participation.....	4
Section 4.2. Matters of Concern.....	4
Section 4.3. Representation at Meetings (Weingarten Rights).....	4
Section 4.4. Non-Discrimination.....	5
Section 4.5. Personnel File.....	5
Section 4.6. Evaluations.....	5
Section 4.7. Safe Working Environment.....	6
Section 4.8. Employee Protection.....	6
Section 4.9. Civility.....	7
Section 4.10. Right of Refusal.....	7
Section 4.11. Notice of Reasonable Assurance.....	7
Section 4.12. Employee Assistance Program.....	7
Section 4.13. Health Emergency Labor Standards Act.....	7
Section 4.14. Immunizations.....	7
ARTICLE V – RIGHTS OF THE ASSOCIATION	7
Section 5.1. Right to Represent.....	7
Section 5.2. Notice of Discipline or Grievance.....	8
Section 5.3. Access to New Employees of the Bargaining Unit.....	8
Section 5.3.1. Information to New Employees.....	8
Section 5.4. Association Leave.....	8
Section 5.4.1. Extended Association Leave.....	8
Section 5.5. Notification of the Presence of Union Representatives.....	8
Section 5.6. Delegation to PSE.....	9
Section 5.7. Use of District Facilities.....	9
ARTICLE VI – APPROPRIATE MATTERS FOR NEGOTIATION AND LABOR MANAGEMENT	9
Section 6.1. Matters for Negotiation.....	9
Section 6.2. Labor Management.....	9
ARTICLE VII – HOURS OF WORK AND OVERTIME	10

Section 7.1. Shifts.	10
Section 7.1.1. Last Day Flex Time.	10
Section 7.1.2. 212-Day Admin Assistant Work Schedules.....	10
Section 7.1.3. Administrative Assistants, Curriculum Assistants, and Copy Center Associates - 4-Day Workweek.	11
Section 7.2. Break and Lunch.	11
Section 7.2.1. Working through Breaks or Lunch.	12
Section 7.3. Overtime.	12
Section 7.4. Additional Hours Worked (Extra Time).	12
Section 7.4.1. Education Support Specialists.....	12
Section 7.4.2. Building / Department Meetings.....	12
Section 7.4.3. Extended Day Trips.	12
Section 7.4.4. Overnight Trips.....	13
Section 7.5. Nutrition Services Additional Provisions.	13
Section 7.5.1. Extra Time.	13
Section 7.5.2. Catering.....	13
Section 7.5.3. Additional Contract Time.	14
Section 7.5.4. Decreased Time.	14
Section 7.5.5. Temporary Moves.	14
Section 7.6. Bus Attendants Additional Provisions.	15
Section 7.6.1. Working Hours.....	15
Section 7.6.2. Route Assignment AM / PM / Midday.	15
Section 7.6.3. New or Open Positions.	15
Section 7.6.4. Loss of Midday Route Assignment.....	15
Section 7.6.4.1. Midday Substitutes.....	16
Section 7.6.5. Prep time.....	16
Section 7.6.6. Extra Time.	16
Section 7.6.7. Substitute Bus Driver.....	16
Section 7.6.8. Physicals, Licensing and Testing.....	16
Section 7.7. Nurses Additional Provisions.	17
Section 7.7.1. Additional Contracted Workdays.....	17
Section 7.8. Paraeducators Additional Provisions.	17
Section 7.8.1. Additional Time.	17
Section 7.9. Emergency School Closure, Delayed Opening.....	17
ARTICLE VIII – HOLIDAYS AND VACATIONS	19
Section 8.1. Holidays.	19
Section 8.2. Worked Holidays.	19
Section 8.3. Vacation for 260 Day Employees.....	19
ARTICLE IX – LEAVES	20
Section 9.1. Injury, Illness, and Emergency Leave (“Sick Leave”).....	20
Section 9.1.1. Documentation.	20
Section 9.1.2. Use of Sick Leave for Immediate Family.	20
Section 9.2. Sick Leave Cash Out.....	21
Section 9.3. Conversion of Sick Leave upon Retirement or Death.	21
Section 9.3.1. Conversion of Sick Leave to VEBA or Cash.....	21
Section 9.4. Leave Sharing.	21
Section 9.5. Work Related Injury Absence.....	21
Section 9.6. Annual Leave (Personal Leave).....	22
Section 9.7. Bereavement Leave.....	23
Section 9.8. Jury Duty & Subpoena Leave.	23
Section 9.9. Faith or Conscience Leave.....	23

Section 9.10. Family Medical Leave.	23
Section 9.11. Paid Family Medical Leave.	24
Section 9.12. Parenting Leave.	24
Section 9.13. Medical Leave of Absence.....	24
Section 9.14. Extended Personal Leave of Absence.....	24
Section 9.15. Leave Without Pay.....	25
Section 9.16. Incremental Steps Affected by Leave.	25
ARTICLE X – SENIORITY, POSTING, TRANSFER, AND LAYOFF PROCEDURES	25
Section 10.1. Seniority Date.	25
Section 10.1.2. Seniority Ties.....	26
Section 10.1.3. Seniority List.....	26
Section 10.2. Seniority Rights.	26
Section 10.2.1. Seniority by Classification.....	26
Section 10.2.2. Exception.	26
Section 10.2.3. Loss of Seniority Rights.....	26
Section 10.2.4. Seniority Rights Retained.	26
Section 10.3. Probationary Period.	26
Section 10.4. Preferential Rights.	27
Section 10.4.1. District Employee Preferential Rights.	27
Section 10.5. New or Open Positions.	27
Section 10.5.1. Position Increases in Hours.....	28
Section 10.6. Trial Period.	28
Section 10.6.1. Nutrition Services - Lateral Transfers.....	28
Section 10.7. Temporary Additional Assignments.	28
Section 10.8. Changes in Assignment.....	28
Section 10.8.1. Paraeducators and Education Support Specialists.....	28
Section 10.8.2. Involuntary Transfer.	29
Section 10.9. Layoff / Reduction in Hours.	29
Section 10.9.1. Displacement.....	29
Section 10.9.2. Reemployment List.....	29
Section 10.9.3. Notice of Address.	30
Section 10.9.4. Reemployment Forfeit of Rights.....	30
Section 10.9.5. Rejection of Reemployment Offers.	30
ARTICLE XI – DISCIPLINE AND DISCHARGE	30
Section 11.1. Just Cause.	30
Section 11.2. Progressive Discipline.	30
ARTICLE XII – INSURANCE AND RETIREMENT	31
Section 12.1. SEBB.	31
Section 12.2. Workers Compensation.....	31
Section 12.3. Unemployment.....	31
Section 12.4. Retirement.....	31
Section 12.5. Annuity.	31
Section 12.6. VEBA Contributions.....	31
12.6.1 District Contribution SASP Positions.....	32
12.6.2 District Contribution for Original MAEOP Positions.....	32
ARTICLE XIII – PROFESSIONAL DEVELOPMENT	32
Section 13.1. Professional Development.	32
Section 13.2. First Aid.	32

Section 13.3. Nutrition Services Additional Provisions.	32
Section 13.3.1. School Nutrition Association.	32
Section 13.3.2. Required Courses.	33
Section 13.4. Paraeducators, Classified Nurses, Copy Center Associates, Curriculum Assistants, Bus Assistants, Behavior Techs, OT/PT Paras and Interpreters - Additional Provisions.	33
Section 13.4.1. Professional Development Training Hours.	34
Section 13.5. Professional Development (Administrative Assistant Classifications).	34
ARTICLE XIV – ASSOCIATION MEMBERSHIP AND CHECKOFF	35
Section 14.1. Association Membership.	35
Section 14.2. Employee Information.	35
Section 14.3. Association Orientation.	35
Section 14.4. Checkoff.	35
Section 14.4.1. Member Authorization.	35
Section 14.4.2. Association Membership.	36
Section 14.5. Political Action Committee.	36
Section 14.6. District Hold Harmless.	36
ARTICLE XV – GRIEVANCE PROCEDURE	37
Section 15.1. Purpose.	37
Section 15.1.1. Association Representation.	37
Section 15.2. Grievance Steps.	37
ARTICLE XVI – TRANSFER OF PREVIOUS EXPERIENCE	38
Section 16.1. Between Washington School Districts.	38
Section 16.2. School District Experience from Another State.	39
Section 16.3. Other Similar Work Experience.	39
ARTICLE XVII – SALARIES AND EMPLOYEE COMPENSATION	39
Section 17.1. Compensation.	39
Section 17.2. Wages.	39
Section 17.2.1. Effective Date.	39
Section 17.2.2. Retroactive Pay.	39
Section 17.2.3. Rounding of Hours.	39
Section 17.2.4. Filling-in for a Higher Wage.	39
Section 17.3. Bus Assistant Trainer.	39
Section 17.4. Driving District Vehicle.	40
Section 17.6. Intensive Care Stipend.	40
Section 17.7. Employee Mileage Expenses.	40
ARTICLE XVIII – TERMS AND SEPARABILITY OF PROVISIONS	41
Section 18.1. Term of Agreement.	41
Section 18.2 Applicability.	41
Section 18.3. Reopeners.	41
Section 18.4. Severability Clause.	41
Section 18.5. Regulatory Conflicts.	41
Section 18.6. Renegotiation Requirement.	41
SIGNATURES –	42
SCHEDULE A – September 1, 2025 - August 31, 2026	43

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

RECOGNITION

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit as identified within positions listed on Schedule A, and the Association recognizes the responsibility of representing the interests of all such employees.

A substitute employee is defined as an individual who replaces a current employee absent from a continuing and/or temporary position. Substitute employees are not covered by this Agreement outside of this section.

A substitute assignment shall not be filled for more than sixty (60) consecutive workdays in a position before opening, posting, and filling the position as provided in Section 10.5. unless an extension is agreed upon by the Association and the District.

A temporary position is defined as:

- A) A position created due to a short-term staffing need that does not warrant the posting of a continuing position; or
- B) A position created due to a current employee who is on an approved leave of absence, also referred to as a leave replacement position.
- C) An unposted position created by an employee being assigned to fill in during a short-term absence.

Temporary positions defined under (A) and (B) above will be posted for a specific period of time. Temporary positions will be included in the bargaining unit and subject to all provisions except Section 10.2, Seniority Rights. Temporary employees shall be paid at the grade of the position as defined by Schedule A. Employees shall be placed at the corresponding step for their experience as granted under Article XVI. Individuals who are internal to the bargaining group that are hired or rated-

up into a temporary position shall be placed at the appropriate grade in a step that guarantees them at least a fifty-cent (\$0.50) increase.

If a position is temporary through the end of the school year and is re-established as a continuing position at the beginning of the next school year, the position shall be posted from temporary to continuing status. If the same person is rehired into the continuing position with no interruption in service (other than the regular summer break) the seniority date would remain with the date on which he/she began temporary employment in that position.

Section 1.4. Definitions.

The following definitions pertain to Mead Office and Support Professionals (Mead-PSE) positions:

- A) Workdays - defines the days included in the employee's work year.
- B) Calendar Days - defines the universally recognized calendar of months and days.
- C) Business Days - defines the days the Mead Administrative Offices are open for business.
- D) Regular Classified Employee - is one who fills a position requiring at least nine (9) months of service per year.
- E) New Position - any position newly created within the bargaining unit and projected to continue.
- F) Open Position/Job - any posted bargaining unit position/job.

ARTICLE II

JOB DESCRIPTIONS, DUTIES, AND RESPONSIBILITIES

Section 2.1. Job Descriptions.

At the beginning of every school year all employees subject to this Agreement shall have access to a current job description for their position. Such descriptions shall include essential functions and duties and the required qualifications and skills for the position. When the District creates a new classification (and job description) or significantly modifies the duties or requirements of an existing job description, the appropriate salary range placement will be determined through labor management agreements, the Administrative Assistant reclassification process or negotiations as appropriate.

Section 2.2. Job Duties and Assignments.

In the event that significant changes in responsibilities are anticipated to occur in the employee's current position(s) during the course of the school year, prior to any permanent change occurring, the supervisor will meet with the employee(s) to discuss the change and determine any additional training necessary for the employee.

Employees shall not be required in the performance of their duties to drive school children in their personal vehicle unless the employee agrees to do so and has had the required District authorization.

Section 2.3. Nutrition Services.

Section 2.3.1. Operating Procedure Manual.

The District will provide operating procedure manuals stored in a common area in each kitchen or will be made available through an online electronic platform. Job descriptions, tasks and

responsibilities will be stored online. Updates to the manual will be made as needed or as revisions are implemented.

Section 2.3.2. Dress Code.

Professionally appropriate work wear shall consist of ankle length pants/jeans and appropriate top, socks and clean, low-heeled, closed toe, slip resistant shoes.

Section 2.3.3. Preparation Day(s).

At least one day of each work year will be used to prepare for the coming school year. The activities may consist of attending a mandatory meeting (facilitated by the Director of Nutrition Services/Designee) and opening kitchens.

Section 2.3.4. Cleaning Duties.

It is the responsibility of the kitchen to ensure that ovens are cleaned once per year. The Director of Nutrition Services will be notified of the dates and time of the oven cleaning. Employees cleaning ovens will be paid their normal rate of pay at time and a half. Exception: employees cleaning Combi Ovens (self-cleaning ovens) will be paid at their normal hourly rate of pay.

No Nutrition Service employee, regardless of position, will be required to do heavy scrubbing work, empty garbage cans, clean garbage cans, or clean toilets.

Section 2.3.5. Kitchen Maintenance.

By April 1 of each year, staff in each kitchen will prepare a list of equipment in need of testing and/or repair. Listed equipment will be tested/repared during the summer.

The Manager in each kitchen will be responsible for immediately contacting the Director of Nutrition Services and the department Administrative Assistants, orally and in writing, when equipment is not functioning properly and is in need of repair during the school year.

Section 2.4. Paraeducators, Education Support Specialists, and Classified Nurses.

The job assignment of bargaining unit members may vary from building to building as directed by the Supervising Administrator. School buildings and departments are allotted a specific number of hours of paraeducator time annually depending on annual student needs and budget. The duties of bargaining unit employees must be related to District responsibilities. Employees shall only be requested to perform tasks related to school or District functions.

Prior to October 1 of each school year, each employee shall meet with the Supervising Administrator and/or person to whom he/she is immediately responsible to discuss respective responsibilities and to develop a written list of specific responsibilities. Additionally, each building Principal will provide every paraeducator in the building with a written procedure for the discipline of students by Para Educators in their building.

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ARTICLE III

RIGHTS OF THE EMPLOYER

Section 3.1. Reasonable Rules and Regulations.

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

Section 3.2. District Rights.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this contract, is the right to direct the work force, the right to determine job descriptions for posting, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for just cause; and the right to release employees from duties because of lack of work. The District shall retain the right to maintain efficiency of the District operation by determining the methods and the means by which operations undertaken by the employees in the unit are to be conducted.

ARTICLE IV

RIGHTS OF THE EMPLOYEES

Section 4.1. Union Participation.

It is agreed that all employees subject to this Agreement 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. The District shall take whatever action required or refrain from such action in order 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 4.2. Matters of 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 4.3. Representation at Meetings (Weingarten Rights).

Employees subject to this Agreement shall have the right to have up to two (2) Association representatives present at meetings involving themselves and supervisors or other representatives of the District; if the conference is disciplinary in nature (as defined under Article IX). The District shall inform the employee of the intent of the conference in advance.

1 **Section 4.4. Non-Discrimination.**

2 Neither the District nor the Association shall discriminate against any employee subject to this
3 Agreement per District Policy 5010 and current law. If state law or board policy changes removing a
4 protected class, this section will reopen for negotiations to address the change.
5

6 **Section 4.5. Personnel File.**

7 Each employee shall have one (1) personnel file to be located in the District Office. Each employee
8 shall be provided a copy of all material placed in his or her personnel file within five (5) days of its
9 insertion and may review and copy the entire file upon request. Materials placed within a personnel file
10 will be retained according to the Washington State Archives Records Retention Schedule. Employees
11 will be presented an opportunity to sign all documents that are disciplinary in nature. Employees may
12 request review of documentation for removal. An employee may attach comments to any material that
13 is a part of their personnel file. Administrators, Supervisors, and Directors may maintain working files
14 on employees.
15

16 The District has the right to retain documents and files regarding investigations, grievances,
17 background checks, medical information, and any other documentation required by law. Such
18 information and documentation will be kept in a separate file in the Human Resources Department.
19

20 **Section 4.6. Evaluations.**

21 The purpose of observations and evaluation is not only to observe the quality and quantity of the work
22 of the employee but shall be used to evaluate and guide the employee in the performance of the
23 employee's duties in a positive and helpful manner. The District will distribute a copy of the
24 evaluation form at the beginning of each school year to all employees within the bargaining unit.
25

- 26 A) All employees shall be evaluated annually no later than 10 days prior to the employee's last
27 scheduled workday of the school year or in the case of a full-time (260 day) employee no later
28 than June 30, by the Supervising Administrator/designee utilizing the designated evaluation
29 form for the position. No member of the bargaining unit will produce the evaluation document
30 for any other member of the bargaining unit. Evaluators may seek feedback from other staff
31 during the evaluation process. Upon completion of an evaluation by the Supervising
32 Administrator/Designee, the employee will be provided a copy of the evaluation as well as
33 copies of all written reports on the observation of the person's performance. Employees will
34 have the opportunity to discuss the results of the evaluated observations with their evaluator.
35
- 36 B) No annual evaluation will contain anything less than a "Satisfactory" or "Meets Expectation"
37 (ME) rating unless the issue has previously been addressed with the employee. At any time an
38 employee's performance is deemed to be less than satisfactory, the Supervising
39 Administrator/Designee will meet with the employee to discuss the performance concerns and
40 address areas where the employee will need to improve.
41
- 42 C) The employee will sign the School District's copy of the evaluation report to indicate that he or
43 she has received a copy of the report. The signature of the employee does not, however, imply
44 that the employee agrees with the contents of the evaluation report.
45
- 46 D) A copy of the written evaluation will be placed in the employee's personnel file. The employee
47 shall have the right to attach a written statement to the evaluation within ten (10) school days

following the evaluation. Evaluations will remain in the employee's personnel file for seven (7) years.

Section 4.7. Safe Working Environment.

The District and the Association recognize the right of employees to have a workplace that meets legal standards for safety and health and pledge their joint efforts to ensure that all such standards are met. In the event the employee is assigned to a position that jeopardizes physical health or physical safety, the District will take any necessary steps to reduce the risk of illness or injury.

The employee has the right to refuse to continue to be placed in the dangerous situation until a written plan is in place to reduce the risk of physical illness or injury. The written plan will be provided to the employees who are affected by that plan. Refusal in such cases will not subject the employee to discipline.

Employees will be provided a secure area for personal belongings. In addition, an adult-size chair will be provided in the classroom upon employee request.

Section 4.8. Employee Protection.

The District shall carry employees as insured in its district liability insurance program. Employees shall be given the same levels of protection as all other employee groups.

- A) Loss or Damaged Property: The District shall reimburse employees for replacement of personal property damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the employee's personal insurance or one hundred dollars (\$100.00), whichever is less.
- B) Vehicle Damage: The District shall reimburse employees for vandalism damage to an employee's vehicle under the following conditions:
 - 1) The employee claiming the loss must be the registered owner/spouse of the vehicle that has been damaged.
 - 2) The vandalism must have occurred while the employee was on shift and at the employee's work location.
 - 3) Reimbursement shall be one-half the amount of the loss or one-half the employee's deductible, whichever is less, but not to exceed hundred dollars (\$100.00).
 - 4) An affidavit shall be required to be signed by the employee stating the date, place, and nature of the damage, loss, or destruction of such property.
- C) Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify their assigned supervisor and, if necessary, the appropriate law enforcement authority. Reasonable steps shall be taken by the District in cooperation with the employee to reasonably provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the employee.

1 **Section 4.9. Civility.**

2 The district believes that a safe and civil environment is essential and therefore is committed to
3 providing high quality and nurturing work and learning environments where all individuals are treated
4 with respect and civility. Individuals who have demonstrated uncivil and inappropriate conduct shall
5 be subject to the appropriate administrative action in accordance with school district policy/procedures
6 5011 & 5282.

7
8 **Section 4.10. Right of Refusal.**

9 Under the parameters of RCW Chapter 28A.210, unlicensed employees asked to administer
10 medications or perform nursing services shall be provided the training and right of refusal as described
11 in the respective chapter. An employee who exercises this right may be reassigned should the duties be
12 a required part of the position.

13
14 **Section 4.11. Notice of Reasonable Assurance.**

15 Employees not scheduled to work year-round shall be notified prior to the end of the school year of the
16 District's intent to rehire them for the succeeding school year.

17
18 **Section 4.12. Employee Assistance Program.**

19 An Employee Assistance Program (EAP) will be offered to the employees at the expense of the
20 District. Notification of such a program and any brochures or other information will be provided at the
21 request of the employee and initially upon hire. The Employee Assistance Program may be eliminated
22 due to budget constraints.

23
24 **Section 4.13. Health Emergency Labor Standards Act.**

25 The District will comply with the Health Emergency Labor Standards Act to the extent required by
26 law. In addition, both parties agree to negotiate the impact of changes to working conditions due to
27 HELSA requirements after the declaration of a health emergency.

28
29 **Section 4.14. Immunizations.**

30 Per Policy and Administrative Directive 6512, all employees are required to complete an Immunization
31 History form to be placed on file at the district office. In the event of an outbreak of a vaccine
32 preventable disease in school, the local health officer has the authority to exclude all susceptible
33 persons. A staff member may claim an exemption for health, religious or philosophical reasons unless
34 otherwise ordered by local, state, or federal health authorities. However, such a staff member who files
35 an exemption may be excluded if an outbreak occurs at their assigned workplace.

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38 **ARTICLE V**

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41 **RIGHTS OF THE ASSOCIATION**

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43 **Section 5.1. Right to Represent.**

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

1 **Section 5.2. Notice of Discipline or Grievance.**

2 The Association shall promptly be notified by the District of any grievances beyond Step 1 or
3 disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and
4 Grievance Procedure articles contained herein. The Association is entitled to have up to two (2)
5 observers at hearings arising out of grievance and to make known the Association's views concerning
6 the case.

7
8 **Section 5.3. Access to New Employees of the Bargaining Unit.**

9 The District will notify the Association of all new hires upon board approval. The school district will
10 provide the union reasonable access to new employees of the bargaining unit for the purposes of
11 presenting information about their exclusive bargaining representative (PSE). This voluntary thirty
12 (30) minute meeting may occur at the new hire's discretion within ninety (90) days of their hire date. If
13 meeting during the work shift creates a burden, then the district will pay for an additional thirty (30)
14 minutes of extra paid time before or after the new hire's shift.

15
16 **Section 5.3.1. Information to New Employees.**

17 Each new employee shall be provided an orientation specific to their position as well as the
18 contact information for the Association President. New employees will be directed to the
19 district website pertaining to all benefits they are entitled to within two (2) working weeks after
20 hiring.

21
22 **Section 5.4. Association Leave.**

23 Classified employees who are duly authorized by the Association and who are mutually scheduled by
24 the parties to participate during working hours in negotiations, grievance proceedings, Labor
25 Management meetings or other meetings relating to matters between the District and the Association
26 shall suffer no loss of pay for attendance at said meetings.

27
28 The President of the Association/designated representatives will be provided time off to a maximum of
29 sixty (60) hours total with pay per year to carry out the duties of the office .

30
31 Requests for Association leave shall be submitted through the absence management system at least five
32 (5) workdays, if possible, before the leave is to be taken.

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35 **Section 5.4.1. Extended Association Leave.**

36 A leave of absence for Mead Office and Support Professionals PSE member requested by the
37 Public School Employees of Washington/SEIU Local 1948 State organization may be granted
38 to the employee. All costs associated with the employee's absence will be reimbursed by PSE.
39 Request for release time will be handled through the Director of Human Resources.

40
41 **Section 5.5. Notification of the Presence of Union Representatives.**

42 Representatives of the Association, upon making their presence known to the District, shall have
43 access to the District premises during business hours, provided that no conference or meeting between
44 employees and Association representatives will in any way hamper or obstruct the normal flow of
45 work.

1 **Section 5.6. Delegation to PSE.**

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

5
6 **Section 5.7. Use of District Facilities.**

- 7 A) The District shall provide a bulletin board at each worksite for the use of the Association. The
8 Association shall have the right to post notices of activities and matters of Association concern
9 on these bulletin boards. The bulletins posted by the Association are the responsibility of the
10 officials of the Association. Each bulletin shall be signed by the Association official
11 responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no
12 distribution or posting of information, pamphlets, or advertisements for or against federal, state,
13 or local political matters on District property.
- 14
- 15 B) The Association shall have the right to use District email service and staff mailboxes for
16 communication.
- 17
- 18 C) District facilities may be used for meetings and to transact official business, except if the
19 business relates to issues defined as work stoppage. The Association shall use the district
20 facilities request form to secure use of the location if it is not otherwise in use. The Association
21 shall pay for the reasonable costs' incidental to such use.
- 22
23
24

25 **ARTICLE VI**

26
27 **APPROPRIATE MATTERS FOR NEGOTIATION AND LABOR MANAGEMENT**

28
29 **Section 6.1. Matters for Negotiation.**

30 It is agreed and understood that matters appropriate for consultation and negotiation between the
31 District and the Association are matters relating to or affecting hours, wages, grievance procedures,
32 benefits bargainable by law and general working conditions of employees in the bargaining unit
33 subject to this Agreement.

34
35

36 **Section 6.2. Labor Management.**

37 In order to promote communications, the parties agree to meet on a mutually agreeable regular basis to
38 hold Labor/Management meetings to discuss matters of mutual concern.

39

- 40 A. The Association will designate up to four (4) members to attend Labor/Management meetings,
41 composed of the Association President and three (3) bargaining unit members selected by the
42 Association's Executive Board.
- 43
- 44 B. The District delegation will consist of District administration and/or designated
45 representative(s). Additional persons may participate as requested by either party.
- 46

- C. These meetings shall not take the place of negotiations but are intended for the purpose of maintaining communications in order to cooperatively discuss and resolve issues or problems of mutual concern to the parties.
- D. If Labor/Management meetings are held during regular work hours PSE members shall be paid for time spent in Labor/Management meetings, as well as any substitutes (based on availability) to cover in their absence.

Matters of mutual concern discussed in Labor Management may include but not be limited to the following topics:

- A. General information of interest to the parties including workload and working conditions.
B. Questions or concerns about general district-wide policies, practices and procedures
C. Administration of contract provisions
D. Health and safety matters

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Shifts.

Work shifts shall be assigned by the Supervising Administrator/Designee. Each shift shall have a definite beginning and ending time, and applicable break and lunchtimes shall be designated. All employees must work their assigned shift as designated by the district, any variations to work times must be pre-approved by the Supervising Administrator/Designee and shall be compensated at the employee's regular rate unless otherwise stipulated in this Agreement.

Section 7.1.1. Last Day Flex Time.

To accommodate the last day of school, Paraeducators, Education Support Specialists and Classified Nurses may, with supervising administrator pre-approval, flex their time during the week prior as long as it does not put them into overtime status, so they may leave at the same time as the certificated staff

Section 7.1.2. 212-Day Admin Assistant Work Schedules.

The work year for employees shall be the one hundred eighty (180) scheduled school days plus eleven (11) holidays and twenty-one (21) days beyond the one hundred eighty (180) day student calendar. Twenty-one (21) days shall be after the end of the school year and before the beginning of the following school year.

Two (2) days will be scheduled as training days on dates mutually agreed upon between the Association and the district. Workdays beyond the scheduled work year shall be mutually agreed upon between the building administrator and the administrative assistant.

Agreement of the employee is necessary for work before the ten (10) days prior to the first day of school and after the ten (10) days immediately following the last day of school. The work year for twelve (12) month employees shall consist of two hundred and sixty (260) workdays

which includes thirteen (13) holidays. Additional workdays may fall within the twelve (12) month work year.

Section 7.1.3. Administrative Assistants, Curriculum Assistants, and Copy Center Associates - 4-Day Workweek.

Employees wanting to work a four (4)-day workweek (forty [40] working hours per week), during summer, winter, and spring breaks, are subject to the following criteria:

1. Individuals interested should make their request known to their supervisor as soon as possible, preferably by May 15th for the summer break and two (2) weeks prior to winter and spring breaks.
2. Summertime: Beginning the first full week after school is out for summer and ending one week prior to the start of school. The two fifteen (15) minute rest breaks and the one thirty (30) minute paid working lunch period will be observed for the ten (10) hour shift.
3. The parties agree that, for employees on a four (4)-day workweek, the provisions of Section 7.3 of this article shall be applicable.
4. Weeks which contain paid holidays are not eligible for four (4)-day work weeks. Shifts over weeks containing holidays must be worked as if a standard five (5)-day work shift.
5. The supervisor retains the right to approve or disapprove the request to work a four (4)-day workweek and to determine variances for employees or for groups of employees from the workweek described in this subsection as amended.
6. All provisions of this article shall comply with the Fair Labor Standards Act as amended.

Section 7.2. Break and Lunch.

Employee break and lunch periods will be provided as follows:

Actual Hours Worked

- A. From 3 to 4 hours and 59 minutes - Fifteen (15) minute break
- B. From 5 to 5 hours and 59 minutes - Fifteen (15) minute break and Thirty (30) minute unpaid, uninterrupted lunch
- C. From 6 or more hours worked - Two fifteen (15) minute breaks (one in each half shift) and Thirty (30) minute unpaid, uninterrupted lunch

Individuals hired prior to September 1, 2021, who work less than three (3) hours will have their fifteen (15) minute break grandfathered into their schedule. Individuals hired prior to September 1, 2020, who work less than five (5) hours will have their lunch break grandfathered unless they either have previously waived the lunch break or choose to waive the lunch break beginning September 1, 2021.

1 **Section 7.2.1. Working through Breaks or Lunch.**

2 Nutrition Services employees working more than five (5) hours may waive their lunch break if
3 they prefer to work through it and the District agrees. These waivers must be provided in
4 writing to the Human Resources Department. Employees have the option to rescind their
5 waiver prior to the start of school each year. Other employees required to work through their
6 break or regular lunch period will be provided with an alternate break or lunchtime agreed upon
7 by the employee and the supervisor.

8
9 When a scheduled rest break is unachievable, “mini” rest breaks may be taken instead of a
10 scheduled fifteen (15) minute rest break. These “mini” rest breaks must total at least fifteen
11 (15) minutes over a three (3) hour period.

12
13 When an employee’s assigned uninterrupted lunch period is interrupted as directed by a
14 Supervisor, and no adjusted time can be provided or when a lunch break is waived, the
15 employee shall be compensated for the foregone lunch period at the employee’s hourly rate of
16 pay.

17
18 **Section 7.3. Overtime.**

19 All hours compensated in excess of forty (40) hours in any week shall be compensated at the rate of
20 one and one-half (1½) times the employee’s regular hourly rate.

21
22 **Section 7.4. Additional Hours Worked (Extra Time).**

23 Additional duties associated with the employee’s regular assignment that fall outside of the regular
24 workday will be compensated as extra time. These additional duties include but are not limited to:

- 25
26 A. After school supervision activities (during sports, programs, concerts, etc.).
27 B. Supervision coverage for late buses.
28 C. Tutoring.
29 D. Academic enrichment.
30 E. Staff Retreats for team building or planning purposes.
31 F. Extra hours available for the beginning and ending of the school year.

32
33 **Section 7.4.1. Education Support Specialists.**

34 Education Support Specialists shall have the option of working extra hours. Such time will be
35 in increments of no less than one-half (.5) hour. The extra time must be pre-approved by the
36 supervisor.

37
38 **Section 7.4.2. Building / Department Meetings.**

39 Budget permitting, the District will allocate building and department level funds to pay hourly
40 employees to be included in building or district level planning meetings, staff collaboration and
41 committees as deemed appropriate by the Supervising Administrator. Pay for this time will be
42 considered extra time when outside of the employee’s regular work schedule. See Section
43 13.4.1 for meetings or in-service that provide training.

44
45 **Section 7.4.3. Extended Day Trips.**

46 An extended day trip is defined as a trip where no lodging/sleeping accommodations are
47 required (return time may be after midnight). Employees who are required to go on extended

day trips as part of their job assignment will be paid their appropriate hourly rate for the duration of the trip.

Section 7.4.4. Overnight Trips.

An overnight trip is defined as a trip where lodging/sleeping accommodations are arranged through the District for at least one night. Employees who are required to go on overnight trips as part of their job assignment will be paid as follows:

- A. Monday through Friday: Employees will be paid their appropriate hourly rate for time worked for up to ten (10) hours above their regular contracted workday.
- B. Saturday & Sunday: Employees will be paid their appropriate hourly rate for time worked for up to sixteen (16) hours per day. In addition, a fifty dollar (\$50.00) weekend stipend will be paid per day.
- C. The federal per diem rate will be used to determine the amount of meal per diem for overnight trips.
- D. All hours submitted will be verified by the trip itinerary once the trip is complete. Employees will submit trip hours on their timesheet and discuss any discrepancies from the itinerary with their supervisor for approval of payment.
- E. Employees who are called to work by a trip supervisor during the designated sleeping time will receive their appropriate pay for a minimum two (2) hours and are required to show documentation on their timesheet. If called to work by someone other than a trip supervisor, the employee will report the call back to the trip supervisor as soon as possible the following day.

Section 7.5. Nutrition Services Additional Provisions.

Section 7.5.1. Extra Time.

Extra time will be allowed when the meals per labor hour exceed the current parameters in a kitchen to allow for the time to demonstrate a pattern. That time will be distributed amongst the kitchen staff as determined by the Nutrition Services Director in consultation with the Manager.

Section 7.5.2. Catering.

Catering is defined as any time a person or group is utilizing the district kitchens. All catering will have a Nutrition Service employee on site for the length of the kitchen use.

Work assignments for catering events will be arranged by the applicable Kitchen Manager with assistance from the Nutrition Services Director/Designee as needed. Staffing opportunities will be offered to the event's building nutrition staff first, prior to offering to others.

An employee who works catering shall be compensated a minimum of two (2) hours pay as follows:

- A. There will be a designated manager for every catering event appointed by the building Kitchen Manager upon consultation with the department Director. The designated

1 Manager will be paid a minimum of Manager II pay or their current rate of pay
2 whichever is higher at time and a half for district events and double time for outside
3 group events.

4
5 B. All other employees will receive their normal rate of pay at time and a half.

6
7 C. If events take place on a Sunday, the employees shall receive pay at double time.

8
9 D. An employee who works catering for outside groups, such as Boy Scouts, workshops,
10 etc., shall receive the appropriate level of pay at double time.

11
12 E. All employees who work catering for Washington School Nutrition Association
13 (WSNA) events will receive their normal rate of pay at time and a half.

14
15 **Section 7.5.3. Additional Contract Time.**

16 When a kitchen site demonstrates a pattern within a school year of three (3) months meals per
17 labor hour exceeding the current standard, additional time will be assigned.

18
19 A. When new additional time is assigned to a building, such time will be offered to the
20 employees in the building, unless such time is determined to be a "new position". No
21 employee will be given more than one (1) hour per day per year. If a new position is
22 assigned to a building, the time associated with that position will be posted per Section
23 10.5.

24
25 B. When there is a significant program change (i.e. CEP, Provision 2, or other change
26 resulting in significant participation changes), which is projected to result in new
27 additional time above 1 hour per employee in a year, that time will be offered to the
28 employees in the building.

29
30 C. The Director of Nutrition Services/or designee with input from the Kitchen Manager
31 shall determine the distribution of additional time in a manner deemed to best fit the
32 needs of the kitchen.

33
34 D. Employees shall not receive additional time if it would result in the employee being
35 assigned more than eight (8) hours per day.

36
37 **Section 7.5.4. Decreased Time.**

38 When meals per labor hour do not meet current parameters for a period of three (3) months,
39 hours allocated to the kitchen may be decreased. That time will be decreased amongst the
40 kitchen staff as determined by the Nutrition Services Director in consultation with the Manager.

41
42 **Section 7.5.5. Temporary Moves.**

43 The District reserves the right to move cooks on a temporary basis for the "Good of the
44 District". When a cook is moved to a temporary position that is less in hours than their current
45 contracted position, the cook will be required to work their total contracted hours between their
46 temporary and regular position. When possible, no more than one (1) employee should be gone
47 from a high school and no more than one (1) from a middle school. When both cooks are

absent from a two-person kitchen, an Elementary Manager II, Cook II or an Assistant Manager from another school will be assigned to substitute.

Section 7.6. Bus Attendants Additional Provisions.

Section 7.6.1. Working Hours.

A) Bus Assistants with a midday or late activity route will be paid a minimum of one (1) hour.

B) Bus Assistants who have a modified scheduled route, not attached to an existing route, will be paid a minimum of one (1) hour of extra time.

Section 7.6.2. Route Assignment AM / PM / Midday.

Routes will be determined and bid on annually by the fifteenth (15th) school day of the year and will be filled on a seniority basis. For midday routes, employees who held a midday route assignment at the end of the previous school year will have priority on bidding for a midday route at the annual bid day. Any midday routes left unfilled will be filled on a seniority basis. All route assignments will be set for the duration of the school year unless the assigned employee applies and is awarded a new or open position. There is no trial period with the annual bid.

When additional continuing time is added to a route, the Bus Assistant assigned to that route will also receive the increase in time (taking into account Section 17.2.3. - Rounding of Hours).

Route increases that are temporary in nature (i.e., McKinney-Vento students, modified scheduled students, etc.) will be added to the route as extra time for the Bus Assistant assigned to that route.

Section 7.6.3. New or Open Positions.

Bus Assistant positions will be posted within the transportation department (building) for two (2) days. If after two (2) days there are no qualified applicants, the district will post the position simultaneously for five (5) days in-district and out of district per Section 10.5.

Bus Assistants accepting assignment to a new or open position after the initial bid each year shall have two (2) workdays as a trial period. The trial period may be waived in writing upon mutual agreement of the employee and their supervisor.

Section 7.6.4. Loss of Midday Route Assignment.

In the event an employee's midday route is discontinued during the school year, the employee will be offered the next new or open midday route. If the next new or open midday route has hours greater than the discontinued route, it must be posted before being filled. This allows Bus Assistants with higher seniority who currently have a midday route the opportunity to bid for more hours. The remaining route will be offered to the employee whose route was discontinued. If the employee declines that route, the route will be posted for consideration by other Bus Assistants. The employee who was affected by the discontinued route may bid on subsequent routes with all other Bus Assistants.

1 **Section 7.6.4.1. Midday Substitutes.**

2 Bus Assistants will be scheduled for substitute duty on midday runs on a rotation basis
3 by seniority provided they have signed up to substitute midday. The list will be
4 maintained by the Transportation Department and new hires will be provided the
5 opportunity to sign up within five (5) days of their hire date. In the event where
6 notification that a substitute is required doesn't allow adequate time to follow this
7 process, the duties will be assigned by the supervisor/designee.

8
9 If a Bus Assistant chooses to remove their name, they must do so in writing to the
10 Transportation Department. An employee's name on the midday substitute list may only
11 be changed twice during the school year. After the second removal from the substitute
12 list their name shall remain off the list for the remainder of the school year.

13
14 **Section 7.6.5. Prep time.**

15 Each Bus Assistant will receive thirty (30) minutes daily (15 minutes prior to the AM and the
16 PM routes) to be used to gather the phone and route book, do paperwork, clean, and disinfect
17 equipment used in the transporting of students and other miscellaneous duties that may occur.
18 Bus Assistants should also use this time to accommodate for unusual circumstances, including
19 but not limited to dealing with student management, routing issues, and dealing with school
20 staff.

21
22 **Section 7.6.6. Extra Time.**

23 In the event of extended route time, Bus Assistants will be paid for all time worked.

24
25 **Section 7.6.7. Substitute Bus Driver.**

26 Employees with a valid school bus driving authorization, if available, may be utilized to drive a
27 school bus when the need occurs. The employee will be paid an additional one dollar fifty cents
28 (\$1.50) per hour over their current rate of pay or Step I on the bus driver's contract, whichever
29 is greater, for time worked as a substitute bus driver.

30
31 **Section 7.6.8. Physicals, Licensing and Testing.**

32 Bus Assistants with a valid school bus driving authorization are required to participate in the
33 federal, state and district's mandated drug and alcohol testing program.

- 34
35 A. Costs associated with testing will be covered by the district. The District will reimburse
36 Bus Assistants for their driver's license renewal in accordance with state requirements
37 for renewal intervals of Class B CDL licenses.
- 38
39 B. To be eligible for reimbursement, the Bus Assistant must be certified and authorized by
40 OSPI to drive a school bus for the District at the time of renewal. If the Bus Assistant is
41 on extended leave at the time of renewal, the District will reimburse the Bus Assistant
42 upon return to work. Additional endorsement options would be at the discretion and
43 expense of the employee.
- 44
45 C. The District will pay the cost of the Bus Assistant's DOT physical examination every
46 twenty-four (24) months or following the DOT guidelines if required more often. The
47 District has established an arrangement with qualified facilities to provide required
48 physical examinations. Bus Assistants have the option of obtaining the physical

examination from the district appointed facility or from a FMCSA certified and registered private physician. Bus Assistants who decide to use their own FMSCS certified and registered physician will be reimbursed the cost for the exam up to a maximum of the normal charge of the district pre-approved clinic.

Section 7.7. Nurses Additional Provisions.

Section 7.7.1. Additional Contracted Workdays.

A schedule of five extended days for Classified Nurses will be established by Student and Family Services Administration before the start of the school year in August to prepare for the upcoming school year.

Section 7.8. Paraeducators Additional Provisions.

Section 7.8.1. Additional Time.

When additional new continuing time becomes available such time will be offered to the employees in a school building according to seniority and availability under the following criteria:

- A) Availability is based upon employees who are not currently working during the entire time frame of the new additional time.
- B) If no one in the building accepts the time, the additional time will be posted.
- C) No employee will be given more than two (2) new hours per day per year. If no employees are available during this time, it will be posted per Section 10.5.
- D) This language does not apply to ESS positions, assistants and associates and employees in positions within special programs, including but not limited to: one-on-one paraeducators, and Multi-lingual Learner paraeducators.

Section 7.9. Emergency School Closure, Delayed Opening.

In the event that it becomes necessary to close or delay the opening of school(s) because of inclement weather, or other emergency reasons, the District shall make every effort to notify the radio and television stations and post notifications on the District website and social media by 6:30 A.M. Additionally, the District will use telephone notification systems when accessible.

A) Delayed Opening:

When a school is delayed or designated as a late start, employees are required to report to their jobs as close to the beginning of the start of their shift as safe as they possibly can in a safe and reasonable time frame. Employees should communicate with their Supervising Administrator regarding any anticipated delays or issues in getting to work on these days. If, however, an employee is unable to report to work emergency leave or annual leave may be utilized.

The exception to this is for Bus Assistants. Bus Assistants will work their regular number of hours, but their route times will be delayed by the late start. Bus Assistants will report to work 2 hours later for their routes as directed by the Supervising Administrator.

1 B) Emergency Closure/Early Release:

2 This provision does not preclude the District from closing school(s) early in the event an
3 emergency developed later in the day, if further evaluation of developing hazardous conditions
4 warrants closure, employees will remain on duty until their students have been cleared from
5 school properties and then released from work and not required to make up the rest of their day.
6 Employees will not suffer a loss of wages and benefits.
7

8 C) School Closure:

9 When an individual building is closed because of an emergency condition, the decision of
10 which staff should or should not report for duty will be made following the decision to close
11 the school. Typically, year-round employees report to work even on school closure days. If
12 employees are not required to report for duty, there will be no deduction in salary, subject to
13 making up lost days. In the event that an emergency closure causes an employee to miss time,
14 which will need to be made up, the employee will be paid only for the time actually made up by
15 the employee.
16

17 In the event notification is not provided a minimum of one (1) hour prior to the employee's
18 assigned start time or if an employee is required to report to work even though school is closed,
19 they will be a paid for a minimum of two (2) hours. The expectation is that the two hours paid
20 will be worked. This time will be paid via extra time verified by the Supervising Administrator.
21 If an employee chooses to leave prior to working the full 2 hours, they will need to notify their
22 supervising administrator and their pay will be adjusted to reflect pay for the actual time
23 worked.
24

25 D) Makeup School Days:

26 When the District is required by law to make up days missed due to emergency closure,
27 scheduling of makeup days shall be scheduled by the District. Employees shall not receive
28 additional compensation for such makeup days.
29

30 E) Waived School Days:

31 In the event the Office of the Superintendent of Public Instruction approves a waiver for school
32 closures due to emergency circumstances; resulting in school days that will not be made up by
33 students in person or virtually, no employee shall suffer loss of wages or benefits.
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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

Less than year-round (less than twelve (12) month) employees shall receive the following paid holidays:

- | | |
|--|-------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Jr. Day | 7. Veterans Day |
| 3. President's Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day after Thanksgiving Day |
| 5. Juneteenth (only when the scheduled days extend past the holiday) | 10. Christmas Eve Day |
| | 11. Christmas Day |

If the school year extends beyond July 4th, the parties will meet to discuss the impact of the holiday on the school calendar.

Year-round employees (12 Month – 260 Day):

- | | |
|-------------------------------|--------------------------------|
| 1. New Year's Eve | |
| 2. New Year's Day | 8. Labor Day |
| 3. Martin Luther King Jr. Day | 9. Veterans Day |
| 4. President's Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving Day |
| 6. Juneteenth | 12. Christmas Eve Day |
| 7. 4 th of July | 13. Christmas Day |

Section 8.2. Worked Holidays.

Employees who are required by their supervising administrator to work on the above described holidays shall receive the pay due them for the holiday, plus twice their current rate for all hours worked on such holidays.

Section 8.3. Vacation for 260 Day Employees.

Vacations will be given to year-round (12 month - 260 days) employees only. Vacations will be granted as follows:

Years of Service One through Four	12 Days per year
Years of Service Five Through Nine	18 Days per year
Beginning the Tenth year of service	22 Days per year
Beginning the Fifteenth year of service	23 Days per year

Vacation days are earned at the end of each month on a pro rata basis. Vacation is to be taken with the supervisor's knowledge and at the employee's request. Vacation days may be accumulated up to thirty (30) days at each employee's anniversary date. Any vacation leave accumulated beyond this limit will be forfeited unless the employee is requested, in writing, to defer vacation because of work schedules, in which case, the vacation leave shall not be forfeited. Vacation time will not be unreasonably denied.

1 An employee laid off, retired or separated from service with the District for any reason prior to taking
2 vacation, shall be paid for earned vacation time consistent with applicable state law and annual VEBA
3 election.
4
5
6

7 **ARTICLE IX**

8 **LEAVES**

9 **Section 9.1. Injury, Illness, and Emergency Leave ("Sick Leave").**

10 Sick leave is defined as absence from duty because of the employee's injury or illness and for which
11 no deduction is made in compensation of the employee. Each employee shall accumulate twelve (12)
12 days of sick leave per year. An employee employed less than a full work year shall be entitled to a
13 proportionate part of the sick leave allowance calculated as follows: An employee who is compensated
14 for twelve (12) workdays in any calendar month will be given credit for the full calendar month.
15
16

17 Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred
18 eighty (180) days. The District shall credit the employee with the number of annual days of sick leave
19 at the beginning of the school year. Sick leave benefits shall be paid at the hourly rate applicable to the
20 employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits
21 will be expended on an hourly rather than a daily basis.
22
23

24 Employees may use sick leave in cases of emergency. An emergency is defined as an unforeseen and
25 unavoidable crisis event of grave consequences that prevents the employee from performing regular
26 school duties. Request for leave is made to Human Resources Department.
27

28 **Section 9.1.1. Documentation.**

29 Any employee entitled to sick leave required to be absent in excess of five (5) consecutive days
30 may be required to provide verification by a written statement from the treating physician.
31 Requests for sick leave must be made as early as possible so that a substitute may be secured.
32

33 Leaves of five (5) days or more must be coordinated with the Human Resources Department.
34 Accumulated sick leave may be used or retained if a long-term leave of absence for a health
35 condition(s) is granted.
36

37 The District reserves the right to request physician verification for three (3) or more days of
38 leave if there is reasonable suspicion of fraud or a documented pattern of abuse.
39

40 **Section 9.1.2. Use of Sick Leave for Immediate Family.**

41 Accumulation of sick leave as earned above may be expended for illness in the immediate
42 family. Immediate family is defined in Section 9.7. of this Agreement. If the leave is granted
43 based upon the health of a spouse or dependent, sick leave may be used at the option of the
44 employee.
45
46
47
48

1 **Section 9.2. Sick Leave Cash Out.**

2 In January, any eligible employee may elect to cash out excess sick leave as follows.

- 3
- 4 A) An eligible employee is one who has accumulated in excess of sixty (60) full days of unused
- 5 sick leave as of the last pay period of the prior year.
- 6
- 7 B) The Sick Leave Sell Back Authorization Form must be returned to the District during the
- 8 month of January.
- 9
- 10 C) Any eligible employee may elect to cash out unused sick leave accumulated the previous year
- 11 at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days
- 12 of accrued sick leave in excess of sixty (60) days.
- 13
- 14 D) Compensation received pursuant to this policy shall not be included for the purpose of
- 15 computing a retirement allowance under any public retirement system in the State.
- 16
- 17 E) Payment shall be included in the February payroll. Payments will be made in accordance with
- 18 the annual VEBA election. If applicable, Required Federal and State tax deductions will be
- 19 made at this time.
- 20

21 **Section 9.3. Conversion of Sick Leave upon Retirement or Death.**

22 All unused sick leave days that have been accumulated by an eligible employee at a rate of

23 accumulation no greater than one (1) full day per month may be cashed out upon the employee's

24 termination of employment due to retirement or death.

25

26 An "eligible employee" for the purposes of this policy shall mean those employees who qualify

27 pursuant to RCW 28A.400.210.

28

29 At the time of separation from School District employment, an eligible employee or the employee's

30 estate, as defined in RCW 28A.400.210, shall be cashed out at a rate equal to one (1) day's current

31 monetary compensation for each four (4) days of accrued sick leave. Such accrual shall not exceed one

32 hundred eighty (180) days unless otherwise provided by statute.

33

34 **Section 9.3.1. Conversion of Sick Leave to VEBA or Cash.**

35 Monies received due to conversion of sick leave as provided herein may, at the option of the

36 bargaining unit, be assigned to the retiree's VEBA account, as allowed by law. Whether the

37 monetary compensation may be cashed out or placed in VEBA is determined annually by the

38 bargaining unit through a majority vote of the membership.

39

40 **Section 9.4. Leave Sharing.**

41 Employees may participate in Leave Sharing as per Board Policy and RCW 41.04.665.

42

43 **Section 9.5. Work Related Injury Absence.**

- 44 A) In the event employees are absent for reasons covered by Industrial Insurance, the District shall
- 45 pay the employee an amount equal to the difference between the amount paid the employee by
- 46 the Department of Labor and Industries and the amount the employee would normally earn.
- 47

A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. In the absence of accumulated sick leave, the employee shall receive only the amount paid by the Department of Labor and Industries.

B) An employee who sustains a personal injury or illness covered by Workers' Compensation may determine to use such Workers' Compensation payments to buy back sick leave days. The number of sick leave days to be recovered shall be calculated by dividing the employee's daily rate of pay into the total Workers' Compensation payments.

C) Physical Assault: Employees who suffer injury caused by a deliberate physical attack by a student, parent, guardian of a student, or other individual, during the course of their employment, will have the ability to receive additional sick leave buy back up to their full daily hours (keep employee whole) for up to twenty (20) days through the process referenced in B above through the following steps:

1) Mead School District Employees Accident Report is completed and turned into the appropriate district official within forty-eight (48) hours.

2) Employee contacts ESD101 as instructed on the Accident Report form.

3) Employee seeks professional medical care, and the medical provider authorizes/approves the employee to miss work.

4) Time loss is awarded under Workers Compensation.

5) Employee utilizes sick leave pay during time not worked and submits Workers Compensation payment to buy back sick leave.

6) In the absence of sick leave, the employee must contact HR to request Leave without Pay and Physical Assault supplemental leave for the portion of their day that is otherwise not covered by Workers Compensation.

Section 9.6. Annual Leave (Personal Leave).

A maximum of three (3) days of annual leave are provided for all employees based on the employee's scheduled employment hours per day to be used for an absence during work hours, or to be accumulated for the purpose of cash out.

Six (6) annual leave days, if available, may be taken or cashed out in each contract year, in accordance with the annual VEBA agreement.

Unused annual leave may be accumulated to a maximum of thirty (30) days for the purpose of cash out at separation. All annual leave cash out shall be at the employee's current rate of pay in accordance with the annual VEBA agreement. The purpose of this limitation of the number of days is to avoid incurring excess compensation costs as defined by the Department of Retirement Systems.

The use of more than six (6) annual leave days may be granted by the superintendent/designee. Requests to use more than six (6) annual leave days should be submitted in writing to the Human

Resources Department accompanied by Administrative Supervisors support. Request should be submitted at least thirty (30) days in advance except in emergency circumstances.

Section 9.7. Bereavement Leave.

Bereavement leave will be provided up to a maximum of five (5) days, based on the employee's scheduled employment hours per day, for a death of an immediate family member. Immediate family is defined as the parent, spouse, sister, brother, son, daughter, niece, nephew, aunt, uncle, grandparent, grandchild, like relationships of the spouse, or step-relationships, or any person living in the employee's household.

- A) Up to two (2) days will be granted for bereavement for a person of close personal ties.
- B) In cases where emergency factors of long distance are involved, the employee may request up to two (2) additional days of leave. This leave is to be approved in advance through the Human Resources Department.
- C) Additional leave may be taken under the terms of this provision and shall be deducted from the employee's accumulated sick leave.

Section 9.8. Jury Duty & Subpoena 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 codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court on a scheduled workday. The employee shall notify the District when notification is received to serve on jury duty by providing a copy of the jury summons.

In the event that an employee is party in a court action, such employee may use personal leave or request unpaid leave. A copy of the jury summons or subpoena shall be attached to the employee's request. Additional documentation of days served may be required.

Section 9.9. Faith or Conscience Leave.

Each employee covered by this Agreement is entitled to unpaid leave as required by law and District Policy 5409.

Section 9.10. Family Medical Leave.

Family Medical Leave and Washington State Family Leave Acts will be implemented according to state and federal law. Any eligible employee is entitled to a total of twelve (12) workweeks of Family and Medical Leave during any fiscal year (September 1-August 31) as provided for by law and District Policy and Procedure 5404.

Employees should notify their supervisor and contact Human Resources for information regarding the medical leave process. Information can also be found on the U.S. Department of Labor Wage and Hour Division website: <https://www.dol.gov>.

Upon return from such leave, the returning employee will be assigned to the position occupied before the leave of absence or one with equivalent pay, benefits, and other employment terms and conditions.

1 **Section 9.11. Paid Family Medical Leave.**

2 Eligible employees may receive Paid Family and Medical Leave (PFML) under the Washington State
3 Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have
4 worked a minimum of eight hundred twenty (820) hours within the first four of the last five calendar
5 quarters. The District shall pay the amount of the employer payroll premium required by state law and
6 the employee shall pay the employee premium.
7

8 **Section 9.12. Parenting Leave.**

9 Upon request, parenting leave will be granted for a period of up to one (1) year. Parenting leave may
10 be taken in increments of one semester.
11

12 When returning from Parenting Leave, the employee will be returned to the position she/he formerly
13 occupied or if the position does not exist, one with equivalent pay, benefits, and other employment
14 terms and conditions.
15

16 COBRA continued coverage and other extended coverage will be extended to all eligible employees
17 as required by law and/or carrier limitation and will be at the employee's own expense, except as
18 outlined under the state and federal FMLA laws and Section 9.10.
19

20 **Section 9.13. Medical Leave of Absence.**

21 An employee who is unable to perform the duties because of personal illness, childbearing, or other
22 disability, or the illness or disability of a spouse or dependent, may submit a physician's verification of
23 said cause to the District Office and apply for a leave of absence without pay. Leaves for above
24 reasons may be granted up to one (1) year and may be renewed a second year upon written request and
25 approval of the Board.
26

27 Accumulated sick leave may be used or retained if a leave of absence for health conditions is granted.
28 If a medical leave of absence is less than or equal to one year, an employee's seniority date shall
29 remain the same. When an employee is on a medical leave of absence for more than one (1) year, the
30 seniority date will be adjusted by the number of days equal to the duration of the leave of absence.
31

32 COBRA continued coverage and other extended coverage will be extended to all eligible employees as
33 required by law and/or carrier limitation and will be at the employee's own expense, except as outlined
34 under the state and federal FMLA laws and Section 9.10.
35

36 Any employee on leave of absence will provide the District with an anticipated return to work date.
37 Prior to returning from a medical leave of absence, a doctor's release will be required by the District.
38 The returning employee will be assigned to the position occupied before the leave of absence, or one
39 with equivalent pay, benefits, and other employment terms and conditions.
40

41 **Section 9.14. Extended Personal Leave of Absence.**

42 A leave of absence without pay for up to one (1) year may be granted for the temporary transfer of a
43 spouse, educational advancement related to employee's classification, or other personal or family
44 situations which would require extended time away from the job. A leave of absence will not be
45 granted to accept employment outside of the District. A letter stating reasons for requesting a leave of
46 absence for the subsequent year must be received in the District Office as soon as possible, but not
47 later than May 15, and shall be accompanied with a recommendation from the employee's Supervising

Administrator. The District may grant exceptions to this date requirement. Accumulated sick leave will be retained if extended leave is granted.

If a personal leave of absence is less than or equal to nineteen (19) days, an employee's seniority date shall remain the same. When an employee is on a personal leave of absence for twenty (20) cumulative days or more, in any one (1) school year, the seniority date will be adjusted by the number of days equal to the duration of the leave of absence.

COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law and/or carrier limitation and will be at the employee's own expense, except as outlined under the state and federal FMLA laws and Section 9.10.

Upon return from such leave, the returning employee will be assigned to the position occupied before the leave of absence or one with equivalent pay, benefits, and other employment terms and conditions.

Section 9.15. Leave Without Pay.

In the absence of a qualified reason, short-term leave without pay during the contract year will only be granted by the District under unusual circumstances. All other leave must be exhausted, except sick leave, before leave without pay for a non-medical reason may be granted. Pre-approval is required. Requests for leave without pay shall be submitted in writing to the Supervising Administrator at least thirty (30) days prior for recommendation for approval and then shall be coordinated with the Human Resources Department for Board approval. In the case of a leave without pay for a medical reason, refer to Sections 9.10. Family Medical Leave and 9.13. Medical Leave of Absence.

Section 9.16. Incremental Steps Affected by Leave.

Employees who have taken ninety (90) days or more of leave in a school year, will not be eligible for a step increase on the salary schedule the following year.

ARTICLE X

SENIORITY, POSTING, TRANSFER, AND LAYOFF PROCEDURES

Section 10.1. Seniority Date.

Seniority shall be defined as the length of service within the District as a member of the bargaining unit and in accordance with the law. Accumulation of seniority shall begin on the first day working in a regular continuing position within the bargaining unit.

For hiring and layoff purposes, separate seniority lists shall be maintained for various positions including but not limited to the following:

- A. Paraeducators
- B. OT/PT Assistants
- C. Bus Assistants
- D. Curriculum Assistants
- E. Copy Center Associates
- F. Education Support Specialists

- G. Classified Nurses
- H. Nutrition Services
- I. Administrative Assistants/Transportation Technicians

Section 10.1.2. Seniority Ties.

In any case where seniority is equal, ties will be broken by lot at the time of hire.

Section 10.1.3. Seniority List.

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

Section 10.2. Seniority Rights.

Section 10.2.1. Seniority by Classification.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article X, Section 10.1.

Section 10.2.2. Exception.

Employees who bid from a school position to a Bus Assistant position in the Transportation Department will be considered to be a new hire for the purpose of bidding routes only. Seniority for route bidding will accrue on the basis of one (1) year for one (1) year of service for the employee's tenure in the Transportation Department.

Section 10.2.3. Loss of Seniority Rights

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

- A) Resignation.
- B) Discharge for just cause.
- C) Retirement.
- D) Change in job classification outside the bargaining unit.

Section 10.2.4. Seniority Rights Retained.

The seniority of an employee shall not be lost for the following reasons, without limitation:

- A) Time lost by reason of industrial accident or industrial illness or jury duty.
- B) Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C) Time spent on authorized leaves; except as noted in Article IX, Section 9.13.; or 9.14.
- D) Time spent in layoff status up to twenty-four (24) months.

Section 10.3. Probationary Period.

Every new employee hired into a continuing position shall remain in a probationary status for a period of ninety (90) workdays. It is understood that there is one (1) probationary period for each employee. During this probationary period, the District may discharge such employee at its discretion. Upon successful completion of the probationary period, the employee shall be subject to all rights and duties contained in this agreement retroactive to the hire date.

1
2 **Section 10.4. Preferential Rights.**

3 The employee with the greatest seniority shall have preferential rights regarding promotions, transfers
4 46 assignment to new or open jobs or positions, layoff, and recall, as defined in Section 10.1., Section
5 10.5. and Section 10.8.
6

7 **Section 10.4.1. District Employee Preferential Rights.**

8 Employees outside the job classification within the bargaining unit shall have preferential rights
9 over outside candidates when they are most qualified for the position.
10

11 **Section 10.5. New or Open Positions.**

12 All vacancies and new positions shall be posted for five (5) workdays (ten [10] days over the summer)
13 on the District's employment website with notification emailed to association members. Such postings
14 will be made as soon as possible after the District has determined the need, considering financial and
15 staffing issues, to fill the position.
16

- 17 A) After the posting closes, such positions shall be filled or eliminated within twenty (20)
18 workdays. The timelines may be extended under unusual circumstances upon mutual consent of
19 the parties.
20
- 21 B) A copy of the job posting shall be forwarded to the President of the Association. Job postings
22 are available on the District website (www.mead354.org).
23
- 24 C) The job posting shall clearly set forth the qualifications, approximate time range of the hours
25 for the position, and the procedure for applying.
26
- 27 D) In-District candidates will be screened and interviewed prior to outside applicants.
28
- 29 A. For Nutrition Services Positions:
30 An interview panel will be formulated for each posted position and will consist of the
31 Director/Designee and the Kitchen Manager from the building where the job is located,
32 when possible. Additional interviewer panel members will be determined at the
33 discretion of the Director.
34
- 35 E) The District will select the most qualified applicant based on qualifications and seniority.
36 Ability and performance will be illustrated through a combination of the following: interview,
37 skills testing, certifications and/or education, and disciplinary actions and/or evaluations within
38 the past year. If the District determines that seniority rights should not govern because another
39 applicant possesses ability and performance substantially greater than a senior employee or
40 senior employees, the district shall set forth in writing to the employee or employees and
41 Association's grievance committee chairperson its reasons why the senior employee or
42 employees have been bypassed.
43
44
45
46
47
48

1 **Section 10.5.1. Position Increases in Hours.**

2 A) Nutrition Service Positions with an increase of one (1) hour or less per day, within a
3 given year, shall not be considered open and shall not have to be posted.

4
5 B) All other positions within the bargaining unit with an increase of two (2) hours or less
6 per day, within a given year, shall not be considered open and shall not have to be
7 posted.

8
9 **Section 10.6. Trial Period.**

10 Any existing employee filling a new position will have a trial period for ten (10) workdays. The
11 District reserves the right to extend the trial period by ten (10) days to provide an opportunity to
12 address concerns. If, after this trial, the employee or the District determines the trial is not satisfactory,
13 the employee shall be allowed to return to the prior position. The employee and the District may
14 mutually agree to waive the trial period at any point during the trial period. Trial periods shall be
15 limited to three (3) per year, per employee.

16
17 The ten (10) day trial period applies to Nutrition Services Lateral Transfers as well. This Section does
18 not apply to Bus Assistants (see Section 7.6.3).

19
20 **Section 10.6.1. Nutrition Services - Lateral Transfers.**

21 Lateral transfers may occur under the following conditions:

22
23 A) There is one Nutrition Services applicant who is currently in the same position as
24 defined by the same job posting/description. If there is more than one Nutrition Services
25 applicant in the same position, the standard interview process applies.

26
27 B) The applicant who wishes to transfer must have "meets expectations" on their most
28 current evaluation and are not currently within 1 year of progressive disciplinary action.

29
30 **Section 10.7. Temporary Additional Assignments.**

31 Senior, available, and qualified bargaining unit members shall be offered shifts within their buildings
32 when such time becomes available which has greater hours than their own when such shifts are due to
33 vacancies lasting more than five (5) days and the Supervising Administrator has had at least five (5)
34 workday's prior notice of the vacancy need. Procedures to implement these proceedings will be
35 established according to the needs of the building.

36
37 **Section 10.8. Changes in Assignment.**

38
39 **Section 10.8.1. Paraeducators and Education Support Specialists.**

40 If a building is overstaffed the District may reduce individual time by seniority, up to and
41 including layoff as per Article X or through a transfer to another available bargaining unit
42 position in the district (change of building).

43
44 The job assignment of Education Support Specialists may vary from building to building as
45 directed by the District. An ESS employee may submit written input regarding reassignment to
46 the supervisor. The Association President will be informed of any changes which may impact
47 wages, hours, and working conditions.

1 If a building is understaffed, positions may have time added individually up to two (2) hours or
2 new positions may be open and posted per Section 10.5. and 10.5.1.

3
4 Within building-directed positions, paraeducators may be reassigned to meet building
5 allocation needs. Reassignment will be offered first by seniority or reassigned by least seniority
6 if needed. Reassignment within a building may occur throughout the year.

7
8 District directed positions may be reassigned based on student needs.

9
10 A. Should a paraeducator be placed in an assignment for which he/she has not been
11 trained, training will be provided as soon as possible. Para positions that are building-
12 (principal) directed include:

- 13
14 a) Instructional (Resource Room, LAP/Title, Inclusion, Library)
15 b) Supervision
16 c) Clerical (Bookkeeping, lunchroom, etc.)
17 d) Health Room (2 hours a day)
18 e) DLC

19
20 B. Para positions that are district (department)-directed include:

- 21
22 a) One on One position- Special Services/Student Services
23 b) Compass (Behavior)
24 c) Multi-Lingual Learner
25 d) Transition to Kindergarten

26
27 **Section 10.8.2. Involuntary Transfer.**

28 Should an employee be placed in an assignment for which the employee has not been trained,
29 training will be provided as soon as possible. If concerns arise regarding the abilities of the
30 individual to perform the duties of the new assignment, the concerns will be addressed through
31 the labor/management process on a case-by-case basis.

32
33 **Section 10.9. Layoff / Reduction in Hours.**

34 In the event of a layoff or reduction in hours greater than one (1) hour a day per employee in one (1)
35 year, the District will first meet and confer with the Association at least one week prior to such
36 occurrence.

37
38 **Section 10.9.1. Displacement.**

39 In the event a position displacement is caused by, but not limited to, a layoff, position
40 elimination, leave of absence, exercise of seniority rights, or a reduction in hours the district
41 and association will work together through labor-management to address the situation.

42
43 **Section 10.9.2. Reemployment List.**

44 In the event of a layoff, employees so affected are to be placed on a reemployment list
45 maintained by the District according to seniority ranking. If the employee is on layoff and new
46 or open positions are posted, current employees will have priority. If no current employee
47 applies for the job, those on layoff will have priority. Names shall remain on the reemployment

list for two (2) years, provided the employee maintains substantially the same qualifications and abilities as when he/she left the position.

Section 10.9.3. Notice of Address.

Employees on layoff status shall file their addresses in writing with the Human Resources Department of the District and shall thereafter promptly advise the District in writing of any change of address. Failure to comply will result in forfeit of reemployment rights.

Section 10.9.4. Reemployment Forfeit of Rights.

An employee shall forfeit rights to reemployment if the employee does not respond to the offer of reemployment within five (5) workdays.

Section 10.9.5. Rejection of Reemployment Offers.

An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided that such employee is offered a position substantially equal in wages, hours, and benefits to that held prior to layoff.

ARTICLE XI

DISCIPLINE AND DISCHARGE

Section 11.1. Just Cause.

No employee shall be disciplined or discharged outside of the probationary period without just cause. The specific grounds forming the basis for formal disciplinary action will be made available to the employee. Any disciplinary or other adverse action taken against an employee shall be appropriate to the behavior or situation which precipitates the action. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 11.2. Progressive Discipline.

When disciplining an employee, the following progressive discipline model will apply:

1. Oral Warning – written record to employee only.
2. Letter of Warning – sent to employee's personnel file.
3. Letter of Reprimand.
4. Suspension.
5. Termination.

Steps in this model may be skipped depending on the severity of the infraction.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. SEBB.

The District shall provide basic and optional health benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Any disputes on SEBB eligibility shall be addressed through the procedures set by the SEBB appeals board not through the grievance procedures of this Agreement.

Section 12.2. Workers Compensation.

The District shall make required employer contributions for State Industrial Insurance to the Educational Service District 101 Worker's Compensation Pool on behalf of all employees subject to this Agreement.

Section 12.3. Unemployment.

The District shall make contributions to the Educational Service District 101 Unemployment Pool as required or participate in any other self-insured program requisite to providing unemployment benefits for all employees subject to this Agreement.

Section 12.4. Retirement.

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

Section 12.5. Annuity.

All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan or Section 457 Deferred Compensation plan with a participating vendor. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

Section 12.6. VEBA Contributions.

Employees are eligible to participate in a VEBA medical reimbursement plan (the "Plan") pursuant to RCW 28A.400.210. Group participation in the Plan shall be optional, but shall be based on the outcome of a VEBA Group vote or decision made annually by the identified VEBA Groups. Evidence of the vote or decision shall be the annual VEBA Plan Memorandum of Understanding form signed by a representative of the Association's assigned VEBA group. The parties shall attempt to complete this process by February of each fiscal year.

The District agrees to make payments to the Plan in accordance with the options selected by the unit members for that fiscal year. Payments to the Plan shall be made on behalf of all employees who have excess sick, vacation, or annual leave that may be converted to a cash payment under law and the governing Agreement. Payments to the Plan shall be at the conversion value of the leave to an individual account of each eligible employee.

The Association also has the option to do a group decision relative to monthly contributions to the VEBA plan. Employees shall be required to complete enrollment forms and submit them to the District office, including hold-harmless agreement complying with state law. If an eligible employee fails to

complete the applicable forms s/he may not participate in the Plan for the term of the VEBA Memorandum of Understanding (MOU) then in effect; and shall forfeit the right to accrue additional leave or cash out any excess leave covered by the MOU during its term

12.6.1 District Contribution SASP Positions.

The District shall provide, as an employer paid benefit to SEBB eligible employees, a monthly VEBA contribution of thirty dollars (\$30.00) per month to help defray out-of-pocket medical expenses or plan for post-retirement medical expenses.

12.6.2 District Contribution for Original MAEOP Positions.

The District shall provide, as an employer paid benefit to SEBB eligible employees, a monthly VEBA contribution of forty dollars (\$40.00) per month to help defray out-of-pocket medical expenses or plan for post-retirement medical expenses

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

Section 13.1. Professional Development.

The Association and the District will cooperate in developing in-service programs needed by the members. The District will provide five thousand dollars (\$5,000.00) per year for professional development (including workshops, seminars, etc.). The specific expenditure of these funds will be determined by a joint committee of four (4) members (two [2] from the Association and two [2] from the Administration). These funds will not be spent on union related meetings, seminars, conventions, or workshops unless specifically authorized by the District Administration. The School Board reserves the right to withhold these funds in the event of a financial emergency declared by the Board.

Section 13.2. First Aid.

Employees may be required to participate, meet or exceed the standards provided in a District sponsored First Aid/CPR course. Required Employees must provide proof of having taken the District sponsored course (or another comparable or higher-level course) within three (3) months of hire date, for current employees within three (3) months accepting a job where they will have contact with students.

In the event a District sponsored course is not available within the three (3) month period, this provision will be waived until a District sponsored course is provided. Employees so required will maintain their First Aid/CPR certification at the District's expense. Employees required to attend a District sponsored First Aid course will be paid at the employee's regular hourly rate of pay for time in attendance plus any fee or tuition.

Section 13.3. Nutrition Services Additional Provisions.

Section 13.3.1. School Nutrition Association.

The District will provide district owned membership to the School Nutrition Association (SNA).

1 **Section 13.3.2. Required Courses.**

2 All Nutrition Service employees must complete required courses in order to become certified
3 through the School Nutrition Association (SNA) within the first three (3) months of
4 employment in order to continue employment.

5
6 Kitchen Managers must complete an approved eight (8) hour food safety course every five (5)
7 years or within one (1) year of federal food code regulation changes, whichever comes first.

8
9 All Nutrition Service employees must meet USDA professional standards and maintain SNA
10 certificate yearly in order to continue employment in the Nutrition Services Department.
11 Failure to maintain continuing education units (CEU's) will result in disciplinary action up to
12 and including discharge.

13
14 Educational opportunities will be made available annually by the district to assist in meeting
15 these course requirements. Time spent for required training which is held outside of the
16 employees regularly scheduled worktime will be paid as follows:

- 17
18 A) The District will compensate Nutrition Services Employees working less than four (4)
19 hours per day, up to four (4) additional Professional Development training hours per
20 school year outside of the employee's assigned work hours. These hours will be used
21 for required/mandatory trainings pre-approved by the Supervising Administrator.
- 22
23 B) The District will compensate Nutrition Services Employees in non-manager roles
24 working four (4) or more hours per day up to six (6) additional Professional
25 Development training hours per school year outside of the employee's assigned work
26 hours. These hours will be used for required/mandatory trainings pre-approved by the
27 Supervising Administrator.
- 28
29 C) The District will compensate Nutrition Services Employees in manager roles working
30 four (4) or more hours per day up to ten (10) additional Professional Development
31 training hours per school year outside of the employee's assigned work hours. These
32 hours will be used for required/mandatory trainings pre-approved by the Supervising
33 Administrator.

34
35 **Section 13.4. Paraeducators, Classified Nurses, Copy Center Associates, Curriculum Assistants,**
36 **Bus Assistants, Behavior Techs, OT/PT Paras and Interpreters - Additional Provisions.**

37 The District will compensate Paraeducators, Classified Nurses, Copy Center Associates, Curriculum
38 Assistants, Bus Assistants, Behavior Techs, OT/PT paras and Interpreters, up to thirty (30) additional
39 Professional Development training hours per school year outside of the employee's assigned work
40 hours.

- 41
42 1. These hours will be used by employees to attend professional development training including
43 in-services, workshops, seminars, classes, and building or department-led book study
44 discussions put on by PSE, ESD, District, or other educational classes, with prior approval of
45 the principal/supervisor (or an HR administrator for district wide opportunities).
- 46
47 2. These hours may be used for required or voluntary training that fall outside of the regular work
48 hours.

3. During the first year, the thirty (30) hours must be used to complete mandatory/required training. If required training in the first year exceeds thirty (30) hours, then the hours above thirty (30) will be compensated as extra time. If the required training results in less than thirty (30) hours, employees will be able to utilize the remainder of the hours for voluntary training options after the completion of the required training.
4. The time may be used in thirty (30) minute increments.
5. Time is to be reported utilizing the electronic time-sheet reporting system.
6. For the purposes of this time, the term “school year” will be reflected to represent August 1 through July 31 of each year.

Section 13.4.1. Professional Development Training Hours.

The District may provide in-service training or workshop training during the school year for job related purposes. This time will be designated as either mandatory or optional. Employees will be paid at their regular hourly rate for all hours spent in attendance. If the time is outside of the employee’s normal work schedule, pay for this time will be considered Professional Development time and may count towards the annual thirty (30) hour professional development allocation.

The workshops will be planned on a needs basis and scheduled either within the workday or outside the workday, depending upon the scope of the tasks to be learned. The final decision of the scope of the program, workshop schedule, and participant attendance will be made by the District.

Examples that qualify for Professional Development include, but are not limited to:

- A) Fundamental Course of Study (FCS) (Mandatory/Required Training)
- B) Hands On First Aid/CPR Class (Mandatory/Required Training)
- C) Mandt Training (Special Ed Positions) (Mandatory/Required Training)
- D) Annual All-District Orientation
- E) Staff In-Service used for training
- F) Building/Department In-Service Training

Section 13.5. Professional Development (Administrative Assistant Classifications).

There will be two contract workdays planned in August prior to the official return of Administrative Assistants to their buildings. Any employee not in attendance during these training dates must utilize an appropriate available leave to be considered excused from the training.

Year-round employees are only required to attend the training sessions identified by their supervisor in conjunction with the HR department.

The District and the Union Leadership will work jointly in labor management during the spring to develop a schedule for the two (2) contract days of annual Professional Development Training.

Mandatory trainings will be identified by the District and scheduled first, then other optional trainings

at the request of the Administrative Assistants will be considered. The schedule should include the types of trainings, dates, and times the trainings will be offered.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Association Membership.

Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. Maintaining membership with the Association entitles the member to additional benefits of union membership. The Association shall be the custodian of records in terms of employee Association Membership.

Section 14.2. Employee Information.

- A) The District will notify Public School Employees of Washington/SEIU Local 1948 (PSE) state organization of new hires and resignations monthly along with the monthly dues remit. Information provided will include the most recent information on file for effective date, status code, classification, name, phone number, email, and work location.
- B) The District will supply a comprehensive electronic list of all bargaining unit employees with the above information plus job title, rate of pay, hours worked, and mailing address information to PSE upon request, provided that such lists are not requested more than four (4) times each calendar year.

Section 14.3. Association Orientation.

An integral part of each employee's tenure with the employer is understanding of this agreement and the role of the association in the employment setting. The parties agree that it is highly beneficial for all bargaining unit employees to receive a comprehensive new employee orientation as soon as possible, and the district will provide this orientation as new employees are hired.

The Association orientation session will be conducted as a part of the welcome back session held prior to the new school year by representatives designated by the association. The Employer's representative(s) will be absent from the room during this Section of the new employee orientation. The Association will provide materials which will be distributed during the session.

Section 14.4. Checkoff.

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948. Transmissions will include payments and an electronic list of all represented employees with deduction amounts.

Section 14.4.1. Member Authorization.

The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records. An employee's legal authorization to have the employer deduct membership dues from the employee's salary must be made by the employee

1 to Public School Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a
2 request for authorization of deductions, the employer shall as soon as practicable forward the
3 request to PSE.
4

5 Upon receiving notice of the employee's written authorization from PSE the employer shall
6 deduct from the employee's salary membership dues and remit the amounts to PSE, beginning
7 on the next regularly scheduled payroll.
8

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

19 **Section 14.4.2. Association Membership.**

20 Local dues in the amount of twelve dollars (\$12.00) annually will automatically be deducted
21 from members pay on a monthly basis, at one dollar (\$1.00) per month.
22

23 **Section 14.5. Political Action Committee.**

24 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
25 deduct from the pay of such bargaining unit employee the amount of contribution the employee
26 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
27 check separate from the Union dues transmittal check. Section 14.6. of the Collective Bargaining
28 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
29 annually, the employee shall be notified about the right to revoke the request by Public Employees of
30 Washington/SEIU Local 1948.
31

32 **Section 14.6. District Hold Harmless.**

33 The Association will indemnify, defend and hold the district harmless against any claims made and any
34 suit instituted, or judgment rendered against the District resulting from any deduction of association
35 dues. The association agrees to refund to the District any amounts paid in error because of the dues
36 deduction provision. In the event of any suits against the district relative to dues deductions, the
37 District shall select the attorney(s).
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ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. Purpose.

A grievance is defined as an alleged violation of a specific term of this Agreement or a dispute regarding an interpretation of application of terms and conditions of this Agreement.

When an issue arises, the employee should first address the concerns with their direct supervisor or supervising administrator. Unresolved issues may be processed with the grievance procedure, in an attempt to resolve at the lowest level possible.

Section 15.1.1. Association Representation.

The Grievant may be accompanied by representatives of the Association at any step in this procedure. There shall be no reprisal by the District or its employees by reason of the involvement of any person in a grievance procedure.

Time limits may be extended by mutual consent of the parties.

Section 15.2. Grievance Steps.

Grievances shall be processed as rapidly as possible, the number of days indicated at each step shall be considered the maximum. A “workday” is defined as those days the Mead School District office is open to the public.

Step 1. Discussion.

Employees will first discuss the grievance with their immediate supervisor, indicating that the meeting is Step 1 of the grievance process. A request for a Step 1 discussion will be made in writing (email is acceptable) by the employee or the Association. Grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) workdays of the event or when the employee has knowledge of, or reasonably should have known about the event giving rise to the grievance, will be invalid and subject to no further processing. Every effort shall be made to resolve the grievance at this level in an informal manner. The supervisor will have five (5) workdays to respond in writing.

Step 2. Statement of Grievance.

If the grievance is not resolved to the employee’s satisfaction in the preceding step, a written statement of the grievance shall be presented to the Superintendent/Designee within ten (10) workdays of the supervisor’s response in the preceding step. The statement of grievance will contain all of the following:

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

The Superintendent/Designee may hold a formal grievance meeting. A written decision will be provided within five (5) days of the meeting. If no meeting is held, the decision will be provided within five (5) days of the written statement of grievance.

1 **Step 3. Mediation (Optional).**

2 The District and the Association may mutually agree to submit the grievance to mediation at
3 the conclusion of Step 2. The Association will notify the District in writing within five (5) days
4 of the conclusion of Step 2 with a request for mediation.
5

6 **Step 4. Appeal to the School Board.**

7 If the grievance is not resolved at Step 2 or 3, and the Association believes the grievance to be
8 valid, the Association may file a notice of appeal to the Board of Directors with the
9 Superintendent. Within twenty (20) workdays, the Board shall meet with the grievant for the
10 purpose of resolving the grievance. The Board shall render a written decision within five (5)
11 workdays of this meeting.
12

13 **Step 5. Arbitration.**

14 If the grievance is not resolved in Step 4, within five (5) workdays following receipt of the
15 Board's response, the Association may demand binding arbitration of the grievance in the
16 following manner:
17

- 18 A) The Association shall notify the District of its intent to arbitrate the dispute. Upon such
19 notification the parties shall, within twenty (20) workdays, meet to mutually select an
20 arbitrator. If no agreement is reached, either party may request a list from the American
21 Arbitration Association.
22
- 23 B) The arbitration shall be in accordance with the voluntary rules of the American
24 Arbitration Association or the Public Employment Relations Commission and the
25 decision of the Arbitrator shall be final and binding on the parties and the arbitrator
26 shall be requested to issue a decision within thirty (30) days after conclusion of
27 testimony and argument.
28
- 29 C) The cost of the Arbitrator and the American Arbitration Association or the Public
30 Employment Relations Commission, including expenses, shall be shared equally by the
31 parties. Any other expenses shall be borne by the party incurring the expense. If either
32 party desires a verbatim record of the proceedings, either party may cause such a record
33 to be made, providing it pays for the record and makes copies available without charge
34 to the other party and to the arbitrator.
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38 **ARTICLE XVI**

39 **TRANSFER OF PREVIOUS EXPERIENCE**

40 **Section 16.1. Between Washington School Districts.**

41 A new hire leaving one (1) school district in Washington State within the previous twelve (12) months
42 and commencing employment with the Mead School District shall retain years of experience in a
43 similar position and sick leave credits from the previous District in accordance with this article.
44
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Section 16.2. School District Experience from Another State.

Employees newly hired into the bargaining unit shall be granted applicable school district experience for salary schedule placement.

Section 16.3. Other Similar Work Experience.

The new hire shall be permitted to transfer one (1) year for each year of similar prior work experience to the maximum step not including longevity. The Association shall be notified of any new placements above Step 1.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1. Compensation.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Employee's wages will be paid over a twelve (12) month period. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 17.2. Wages.

Rate of pay for employees subject to this Agreement are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 17.2.1. Effective Date.

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

Section 17.2.2. Retroactive Pay.

Negotiated pay will be paid retroactive to the effective date of the agreement where applicable and shall be paid as soon as feasible after agreement is reached.

Section 17.2.3. Rounding of Hours.

For purposes of calculating daily hours, contracted time shall be rounded to the next one-quarter (1/4) of an hour. Rounding to the next quarter hour will start after five (5) minutes.

Section 17.2.4. Filling-in for a Higher Wage.

Paid as defined in Article I, Section 1.3 Temporary Employees .

Section 17.3. Bus Assistant Trainer.

An employee acting in the role of Bus Assistant Trainer will receive an additional one dollar (\$1.00) per hour when training.

1 **Section 17.4. Driving District Vehicle.**

2 Any Bus Assistant driving a district vehicle for the purpose of dropping off, picking up, or shuttling
3 students shall receive an additional seventy-five cents (\$0.75) an hour for all time spent in a bus driver
4 capacity.

5
6 **Section 17.6. Intensive Care Stipend.**

7 Para Educators working with certain assignments within DLC, Compass, and developmental preschool
8 programs, and certain One-on-One assignments as their regular assignment may earn two dollars
9 (\$2.00) per hour in addition to their rate of pay for the time they work in specialized assignments
10 designated by the Special Services and/or Student Services departments. These assignments fall into
11 one or both of the following criteria:

- 12
13 A) Intensive Care Procedures such as extensive hygiene, physically assisting with toileting and
14 diapering, tube feeding, and catheterization.
15
16 B) Behavioral Support serving students with a Behavior Intervention Plan (BIP) combined with an
17 Emergency Response Plan (ERP) or assignments which require the employee (on an ongoing
18 basis) to wear personal protective equipment (PPE) issued by the district.
19

20 Bus Assistants may also earn the stipend when working in qualifying assignments providing
21 behavioral support as described in Subsection B above. Other intensive care procedures may qualify as
22 determined by the Special Services and/or Student Services departments or through the
23 Labor/Management Process.

24
25 This stipend excludes Classified Nurses and Educational Support Specialist positions. This stipend is
26 included and reflected on the salary schedule appendix A under Intensive Care Paraeducator.

27
28 **Section 17.7. Employee Mileage Expenses.**

29 Employees shall be reimbursed for authorized mileage incurred while performing work assignments
30 including,

- 31
32 A) Mileage, at the District approved rate, for travel between work sites via private vehicle,
33 B) During travel via private vehicle while on District business.
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35 Employees shall not be required, in the performance of their duties, to drive school children in their
36 personal vehicle.
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ARTICLE XVIII

TERMS AND SEPARABILITY OF PROVISIONS

Section 18.1. Term of Agreement.

The term of this Agreement shall be September 1, 2024, to August 31, 2027.

Section 18.2 Applicability.

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

Section 18.3. Reopeners.

This Agreement may be opened and modified at any time during its term upon mutual consent of the parties in writing. This Agreement may also be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which affects wages, hours, or working conditions.

Section 18.4. Severability Clause.

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

Section 18.5. Regulatory Conflicts.

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

Section 18.6. Renegotiation Requirement.

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

SIGNATURES

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

MEAD OFFICE AND SUPPORT
PROFESSIONALS CHAPTER #218

BY: Jackie Roach
Jackie Roach, Chapter President
DATE: 10/14/25

BY: Jennie Homb
Jennifer Homb, Chapter President
DATE: 10/14/25

MEAD SCHOOL DISTRICT #354

BY: Travis W. Hanson
Travis Hanson, Superintendent
DATE: 10/22/25

SCHEDULE A
MEAD OFFICE and SUPPORT PROFESSIONALS (PSE)
MEAD SCHOOL DISTRICT #354

SEPTEMBER 1, 2025 - AUGUST 31, 2026

INTENSIVE CARE PARA	Steps	1	2	3	4	5
<i>Compass, DLC, Other positions requiring the Intensive Care Stipend</i>						
		21.13	21.85	22.59	23.36	24.16
<i>Longevity 10 Years</i>		21.90	22.64	23.42	24.22	25.05
<i>Longevity 15 Years</i>		22.89	23.67	24.49	25.33	26.20
<i>Longevity 20 years</i>		23.93	24.76	25.61	26.50	27.41
<i>Longevity 25 years</i>		25.03	25.89	26.79	27.72	28.69

PARAEDUCATOR	Steps	1	2	3	4	5
<i>Instructional, Supervision, Clerical,</i>						
			+3.75%	+3.75%	+3.75%	+3.75%
<i>Compass, DLC, Healthroom Para, 1:1</i>		19.13	19.85	20.59	21.36	22.16
<i>Longevity 10 Years</i>	+4%	19.90	20.64	21.42	22.22	23.05
<i>Longevity 15 Years</i>	+5%	20.89	21.67	22.49	23.33	24.20
<i>Longevity 20 years</i>	+5%	21.93	22.76	23.61	24.50	25.41
<i>Longevity 25 years</i>	+5%	23.03	23.89	24.79	25.72	26.69

ASSISTANTS & ASSOCIATES	Steps	1	2	3	4	5
<i>**OT/PT Assistants, Copy Center Associates,</i>						
			+3.75%	+3.75%	+3.75%	+3.75%
<i>Bus Assistants and Curriculum Assist.</i>		19.13	19.85	20.59	21.36	22.16
<i>Longevity 10 Years</i>	+4%	19.90	20.64	21.42	22.22	23.05
<i>Longevity 15 Years</i>	+5%	20.89	21.67	22.49	23.33	24.20
<i>Longevity 20 years</i>	+5%	21.93	22.76	23.61	24.50	25.41
<i>Longevity 25 years</i>	+5%	23.03	23.89	24.79	25.72	26.69

EDUCATION SUPPORT SP	Steps	1	2	3	4	5
<i>Interpreters (with EIPA), Brailist</i>						
			+3.75%	+3.75%	+3.75%	+3.75%
<i>& Grandfathered OT/PT Assistants</i>		26.27	27.26	28.28	29.34	30.44
<i>Longevity 10 Years</i>	+4%	27.32	28.35	29.41	30.51	31.66
<i>Longevity 15 Years</i>	+5%	28.69	29.76	30.88	32.04	33.24
<i>Longevity 20 years</i>	+5%	30.12	31.25	32.42	33.64	34.90
<i>Longevity 25 years</i>	+5%	31.63	32.81	34.04	35.32	36.64

EDUCATION SUPPORT SPECIAL	Steps	1	2	3	4	5
<i>Behavioral Tech</i>						
			+3.75%	+3.75%	+3.75%	+3.75%
		22.36	23.20	24.07	24.97	25.91
<i>Longevity 10 Years</i>	+4%	23.25	24.13	25.03	25.97	26.94
<i>Longevity 15 Years</i>	+5%	24.42	25.33	26.28	27.27	28.29
<i>Longevity 20 years</i>	+5%	25.64	26.60	27.60	28.63	29.71
<i>Longevity 25 years</i>	+5%	26.92	27.93	28.98	30.06	31.19

CLASSIFIED NURSES	Steps	1	2	3	4	5
			+3.75%	+3.75%	+3.75%	+3.75%
Licensed Practical Nurse (LPN)		27.05	28.06	29.12	30.21	31.34
<i>Longevity 10 Years</i>	+4%	28.13	29.19	30.28	31.42	32.60
<i>Longevity 15 Years</i>	+5%	29.54	30.65	31.80	32.99	34.22
<i>Longevity 20 years</i>	+5%	31.02	32.18	33.39	34.64	35.94
<i>Longevity 25 years</i>	+5%	32.57	33.79	35.05	36.37	37.73
Classified Registered Nurse (RN)		34.94	36.25	37.61	39.02	40.48
<i>Longevity 10 Years</i>	+4%	36.34	37.70	39.11	40.58	42.10
<i>Longevity 15 Years</i>	+5%	38.15	39.59	41.07	42.61	44.21
<i>Longevity 20 years</i>	+5%	40.06	41.56	43.12	44.74	46.42
<i>Longevity 25 years</i>	+5%	42.07	43.64	45.28	46.98	48.74

NUTRITION SERVICES	Steps	1	2	3	4	5
			+3.75%	+3.75%	+3.75%	+3.75%
Manager 1		21.29	22.09	22.92	23.78	24.67
<i>Longevity 10 Years</i>	+3%	21.93	22.75	23.60	24.49	25.41
<i>Longevity 15 Years</i>	+4%	22.81	23.66	24.55	25.47	26.42
<i>Longevity 20 years</i>	+4%	23.72	24.61	25.53	26.49	27.48
MS Manager		20.18	20.94	21.72	22.54	23.38
<i>Longevity 10 Years</i>	+3%	20.79	21.56	22.37	23.21	24.08
<i>Longevity 15 Years</i>	+4%	21.62	22.43	23.27	24.14	25.05
<i>Longevity 20 years</i>	+4%	22.48	23.32	24.20	25.11	26.05
Assistant Manager		19.39	20.12	20.87	21.65	22.47
<i>Longevity 10 Years</i>	+3%	19.97	20.72	21.50	22.30	23.14
<i>Longevity 15 Years</i>	+4%	20.77	21.55	22.36	23.20	24.07
<i>Longevity 20 years</i>	+4%	21.60	22.41	23.25	24.12	25.03
Manager 2		19.39	20.12	20.87	21.65	22.47
<i>Longevity 10 Years</i>	+3%	19.97	20.72	21.50	22.30	23.14
<i>Longevity 15 Years</i>	+4%	20.77	21.55	22.36	23.20	24.07
<i>Longevity 20 years</i>	+4%	21.60	22.41	23.25	24.12	25.03
Cook 2		18.04	18.72	19.42	20.15	20.90
<i>Longevity 10 Years</i>	+3%	18.58	19.28	20.00	20.75	21.53
<i>Longevity 15 Years</i>	+4%	19.32	20.05	20.80	21.58	22.39
<i>Longevity 20 years</i>	+4%	20.10	20.85	21.63	22.44	23.29

Intensive Personal Care Stipend (per Section 17.5) is \$2.00 per hour and is included in the "Intensive Care Paraeducator" rates.

Interpreters shall be provided thirty (30) minutes of paid preparation time, without students, each day.

Incremental steps, where applicable shall take effect as of September 1 of each year provided the employee has worked a minimum of ninety (90) days in the previous year.

Administrative Assistants										
Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 yr	15 yr	20 yr	24 yr
		+3.75%	+3.75%	+3.75%	+3.75%	+3.75%	+5.00%	+4.00%	+4.00%	+4.00%
A	\$22.22	\$23.05	\$23.92	\$24.81	\$25.75	\$26.71	\$28.05	\$29.17	\$30.33	\$31.55
B	\$20.98	\$21.77	\$22.58	\$23.43	\$24.31	\$25.22	\$26.48	\$27.54	\$28.64	\$29.79
C	\$19.75	\$20.49	\$21.26	\$22.06	\$22.88	\$23.74	\$24.93	\$25.93	\$26.96	\$28.04
D	\$23.19	\$24.06	\$24.96	\$25.90	\$26.87	\$27.88	\$29.27	\$30.44	\$31.66	\$32.93

Group A

Special Services Records Admin Assistant
Facilities Admin Assistant
HS Data Processor
ALE Enrollment Administrative Assistant
MS/ES Principals Admin Assistant
Special Services Dept Admin Assistant
HS Principals Administrative Assistant
CTE & Tech Dept Admin Assistant
HS Bookkeeper

Group C

Unassigned

Group B

Department Administrative Assistant
HS Building Admin Assistant
HS Athletic Admin Assistant
MS/ES Building Admin Assistant
MS Bookkeeper
CNS Admin Assistant
HS Counseling Admin Assistant
Receptionist/Help Desk
MS Counseling Admin Assistant
MLO Building Admin Assistant
HS Student Attendance Admin Assistant
ALE Bookkeeper Administrative Assistant

Group D

Transportation Technician