

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUBLIC SCHOOL EMPLOYEES OF WAHLUKE

AND

WAHLUKE SCHOOL DISTRICT #73

SEPTEMBER 1, 2020 – AUGUST 31, 2024



Public School Employees of Washington/SEIU Local 1948

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P R E A M B L E

This Agreement is made and entered into between Wahluke School District #73 (hereinafter “District”) and Public School Employees of Wahluke School District #73 (hereinafter “Association”).

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A R T I C L E I

R E C O G N I T I O N

Section 1.1.

The Wahluke School District recognizes the Wahluke Classified Employees Unit, an affiliate of the Public School Employees of Washington, as the exclusive representative of the employees covered in this Agreement. The bargaining unit to which the Agreement is applicable is as follows: Transportation, Bus Attendants, Food Service, Paraprofessionals, Secretarial, Home Visitor/Migrant, Maintenance and Custodial, Preschool Instructors and Family Support Specialists. Excluded are: Business Manager, Supervisor of Food Service, Supervisor of Transportation, Supervisor of Maintenance and Operations, Manager of Custodial Dept., Bus Shop Supervisor/Mechanic, District Office Secretaries, Social Workers, Intervention Specialists, a Nurse; Computer Technicians and Grants Office Secretaries.

Section 1.2. Substitutes.

A substitute employee is defined as an individual who temporarily replaces a current employee absent from a regularly posted position. The employee who works less than one-sixth (1/6) of the workdays in a normal academic year is not covered by this Agreement. The employee shall be paid at the Substitute rate on Schedule A. WAC-391-35-350.

Section 1.2.1.

Substitute employees doing bargaining unit work who work more than one-sixth (1/6th) of a normal academic year, in the same assignment, in any twelve (12) month period, and continue to be available for work, are covered by the collective bargaining agreement subject to the following limitations: Article I; and shall be paid at the probation rate on Schedule A, provided that the substitute meets the position eligibility criteria. Probation rate of pay shall be retroactive to the first (1st) day in the position after the thirty-first (31st) day in the assignment.

Section 1.2.2. Temporary.

A temporary employee who has not worked a sufficient amount of time to qualify as a regular part-time employee is presumed to lack an expectation of continued employment and is not covered by this Agreement. The employee shall be paid at the probation rate on Schedule A provided he/she meets eligibility criteria.



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ARTICLE II

CONFORMITY TO LAW

Section 2.1.

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement or any application to any employee or group of employees covered by this Agreement is found contrary to law, such provision shall become inoperative. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE III

ENTIRE AGREEMENT CLAUSE

Section 3.1.

This Agreement supersedes and cancels any agreements, verbal or written or based, on alleged past practices between the District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE IV

MANAGEMENT RIGHTS

Section 4.1.

The parties agree that all rights, powers, functions, and authority of management are vested in the District. Such rights, powers, functions, and authority include but are not limited to the right to direct the work force, 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. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 4.2. Drug and Alcohol Testing.

In the event the District has reasonable cause to suspect that an employee may be under the influence of alcohol or illegal drugs while performing the responsibilities of their employment with the District, the District shall have the right to require that such employee subject themselves to drug and/or alcohol testing. The complete cost of such testing shall be at District expense. In the event that the test results are positive, the employee is entitled to a second test which may include (at the employee's option) use of the Gas Chromatograph or other proven test of equal or greater validity. The second test shall be at the employee's expense unless the second test contradicts the results of the first test; in which case, the District shall pay for the second test. In the event that testing remains positive, the District shall follow the requirements of the Just Cause provision of this Agreement.

Drivers will be subject to random drug testing according to the law.



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ARTICLE V

EMPLOYEE RIGHTS

Section 5.1. Right to Join.

The District agrees that every member of the bargaining unit has the right to organize, join, or not to join, and support the Association within the meaning of RCW 41.56. Both the Association and District agree they will not discriminate against any employee because of membership or non-membership in the Association.

Section 5.2. Right to Attention.

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 5.3. Association.

Employees covered by this Agreement have the right to have Association representatives present at discussions, between themselves and supervisors or other representatives of the District, which concern or may reasonably lead to disciplinary action.

Section 5.4. Use of District Facilities.

The Association representatives and members shall have the right to use District Buildings during non-duty hours for Association business, provided such use does not conflict with other building uses. The Association may use the District's audio-visual equipment, duplicating, photo-copy equipment and other equipment provided it doesn't interfere with the normal operation of the District. The Association shall reimburse the District for the cost of materials, supplies and equipment at the posted rates.

Section 5.4.1.

The District shall provide a bulletin board space at each work site for the use of the Association. The Association shall have the right to post notices of activities and matters of Association concern on these bulletin boards. The bulletins posted by the Association are the responsibility of the officials of the Association.

The Association shall have the right to use District email, mail service and staff mailboxes for official PSE chapter communication. The Association acknowledges that District email is not private or confidential. All emails are subject to disclosure via a request for public information.

Section 5.5. Employee Rights.

The District shall develop and maintain job descriptions for all bargaining unit positions. Job descriptions shall be kept current and accurately reflect the employee's duties and responsibilities. Employees will be provided a copy of their job descriptions upon request, and at the time they are hired. The District shall provide any new or revised job descriptions to PSE.

Section 5.6. Personnel File.

There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District Administration office. Each employee shall have the right upon request, and after making an appointment for that purpose with the personnel administrator, to review the contents of the employee's official personnel file. The review shall be made in the presence of the administrator



1 responsible for safekeeping of these files. During the review employees shall be allowed to copy any
2 material therein and shall be permitted to make written inventory of material there, and, on request,
3 have such inventory signed and dated by a representative of the administration. Any evaluative or
4 disciplinary document that may result in a disciplinary action placed in the employee's personnel file
5 must first be submitted to the employee. A written statement by the employee may be attached to the
6 above document or evaluation to explain any relevant circumstances.

8 Employees shall have the ability to purge their personnel file of derogatory material excluding
9 evaluations or any violations of state law after three (3) years from the time it was placed in the file, so
10 long as the employee has had no similar disciplinary actions. If the employee has had similar
11 disciplinary actions within the three (3) year period, the Superintendent shall meet with the employee
12 and make the decision on whether or not the discipline shall be removed.

14 **Section 5.7. Association Leave and Release Time.**

15 Classified employees who are duly authorized by the Association and who are mutually scheduled by the
16 parties to participate during working hours in negotiations, grievance proceedings, conferences, or other
17 meetings relating to matters between the District and the Association, and approved by the
18 Superintendent, shall suffer no loss of pay for attendance at said meetings.

20 **Section 5.7.1.**

21 Release time shall be granted to the Association President/Designees to carry out the duties of
22 office. The total amount of release time will be a maximum of five (5) days a year. Substitute
23 cost shall be reimbursed by the Association.

25 **Section 5.7.2.**

26 Release time for Wahluke PSE members requested by the Public School Employees of
27 Washington/SEIU Local 1948 State organization may be granted to the employee. All costs
28 associated with the employee's absence will be reimbursed by PSE of Washington. Request for
29 release time will be handled through the Superintendent.

31 **Section 5.8.**

32 Upon request, the local Chapter President or designee shall be provided a list of all members including
33 phone number, address, current position, location, rate of pay, hours per day, days per year, and date of
34 hire. The district will also provide a current seniority list by November 15th and March 15th of each
35 school year.

37 **Section 5.9. Non-Discrimination.**

38 Neither the District, nor the Association, shall discriminate against any employee subject to this
39 Agreement on the basis race, creed, religion, national origin, age, sex, honorably discharged veteran or
40 military status, marital status, sexual orientation including gender expression or identity or the
41 presence of any sensory, mental, or physical disability or the use of a trained dog guide or service
42 animal by a person with a disability as long as the impairment or status does not interfere with the
43 employee's performance on the job, and without regard to an employee's membership status in the
44 Association. This policy shall be in accordance with State and Federal Statute as amended, and rights
45 under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act.

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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Right to Negotiate.

The Association shall have the right to negotiate with the District or its representatives at mutually agreed upon times on matters of wages, hours and working conditions within the meaning of RCW 41.56. The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District in matters of concern, either orally or in writing; to consult or be consulted with respect to the formulation, development and implementation of industrial relations matters and practices which are the authority of the District. The District will discuss the manner and method of any reduction in force. The District will enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 6.2. Labor Management Meetings.

The PSE Chapter Executive Board and/or Executive Board designee shall meet with the Superintendent of the District and their designated representatives on a mutually agreeable, regular basis to discuss appropriate matters.

Section 6.3. Access to District Premises.

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

Section 6.4. Employee Information.

The District will supply an electronic file listing of all bargaining unit employees with Directory information to PSE of Washington at membership@pseofwashington.org upon request, provided that such lists are not requested more than six (6) times each calendar year. Directory information will include name, positions, work location, mailing address and hire date.

ARTICLE VII

LEAVES

Section 7.1. Sick Leave.

In accordance with RCW 28A.400.300, the District hereby establishes annual leave with compensation. Sick leave includes leave accrued pursuant to the RCW's with compensation for illness, injury, emergency, maternity, paternity, industrial, and immediate family. Sick leave will accumulate in accordance with Section 7.1.1 after the employee has reported to work for at least one day of the year. Leave for reasons not specifically identified in Article VII, or not specifically provided elsewhere in the Agreement, is strictly prohibited.

Section 7.1.1. Rate of Accumulation.

Each employee shall earn and accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick



1 leave per school year. An employee who works eleven (11) workdays in any calendar month
2 will be given credit for the full calendar month. Sick leave shall be vested when earned and
3 may accumulate up to a maximum of one hundred eighty (180) days entitlement for the
4 purposes of RCW 28A.400.210 and RCW 28A.400.220, and for leave purposes, up to a
5 maximum of the number of contracted days agreed to in a given contract, but not greater than
6 one year. The District shall project the number of annual days of sick leave at the beginning of
7 the school year according to the estimated calendar months the employee is to work during that
8 year. The employee shall be entitled to the projected number of days of sick leave at the
9 beginning of the school year. Sick leave benefits shall be compensated at the employee's
10 current rate of pay.

11
12 **Section 7.1.2.**

13 Sick leave is for those absences caused by reason of personal illness to the employee or to care
14 for a dependent child with a health condition that requires treatment or supervision. Sick leave
15 may also be utilized for doctor and dentist appointments that cannot reasonably be scheduled
16 on non-school days. When such leave is necessary on a school day, every effort should be
17 taken to schedule the appointments as late in the day as possible and in reasonable proximity to
18 the District. Elective, non-emergency surgery should be scheduled with the same
19 considerations.

20
21 **Section 7.1.3. Emergency Leave.**

22 Emergency leave is for a problem or situation that has been suddenly precipitated or is
23 unplanned, or where pre-planning could not relieve the necessity for the employee's absence.
24 Such leaves are limited to five (5) days per year and must be approved by the Superintendent
25 who may consult with the Supervisor if necessary. Emergency leave will be deducted from the
26 employee's sick leave.

27
28 **Section 7.1.4. Injury Leave.**

29 Injury leave is for those absences caused by reason of injury to the employee only when such
30 injury is of such a nature as to preclude attendance at work. Leave taken for injuries caused
31 while on the job shall be managed in accordance with labor and industrial absences.

32
33 **Section 7.1.5. Due to On-The-Job Injury.**

34 Whenever an employee is absent from employment and unable to perform job duties as a result
35 of injuries sustained in the course of employment, the District shall grant the injured employee
36 sick leave with pay for a period not to exceed the amount of the employee's sick leave account.
37 In the case of any injury which is covered by the State Workman's Compensation Act, the
38 District will pay to such employee the available sick leave pay for the period of the absence.
39 Upon receipt of State Labor and Industries insurance or trust providers payments for the
40 applicable time loss, the employee shall endorse any and all such time loss payment checks and
41 present them to the District's payroll office. The District will then reimburse the employee's
42 sick leave account with hours or days equivalent to those which payment has been allowed by
43 the provider. All other benefits such as retirement, social security, and salary placement shall
44 be maintained by the District.

45
46 **Section 7.1.6. Family Illness.**

47 The District shall grant sick leave to employees in the event of illness within the immediate
48 family of the employee. It is intended to follow the Washington State Family Care Act. Under

1 these rules employees may use paid leave for care of a child with a health condition that
2 requires treatment or supervision, or to care for a spouse, parent, parent-in-law, or grandparent
3 or an adult child with disabilities, who has a serious health condition or an emergency health
4 condition.

5
6 The Federal Family and Medical Leave Act can also be utilized for family illness.

7
8 **Section 7.1.7. Federal Family and Medical Leave.**

9 Federal Family and Medical Leave Act (FMLA) of 1993 grants up to twelve (12) weeks unpaid
10 leave to employees who qualify.

11
12 **Section 7.1.8. Maternity Leave.**

13 Upon application to the Superintendent, the District shall grant maternity leave. Such leave
14 shall commence at such time as the employee and her medical advisor deem necessary.
15 Employees granted maternity leave may be allowed compensation for the time of temporary
16 disability due to pregnancy and childbirth in accordance with Section 7.1, up to thirty (30)
17 days. Other accumulated leave may also be used for the period of maternity/disability leave.
18 As provided for in Federal and State Family, PFML (Paid Family Medical Leave) and any
19 other applicable Medical Leave laws, employees may be eligible for approved unpaid leave of
20 absence for child rearing purposes.

21
22 **Section 7.1.9. Parental Leave.**

23 A parent employee, upon request, will be granted up to five (5) days leave on or about the date
24 of birth for their child or use any other leaves per law as applicable.

25
26 **Section 7.1.10. Washington Paid Family and Medical Leave (PFML).**

27 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as
28 allowed by law:

- 29
- 30 ● The District shall annually notify employees about the benefits available under PFML.
- 31 ● Employees will be required to file a claim for PFML benefits with the Employment
32 Security Division (ESD) at the following website <https://paidleave.wa.gov/get-ready-to-apply/> all payments will come from the ESD.
- 33
- 34 ● PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for
35 self or family unless otherwise extended by specific circumstances. See above website.
- 36 ● To qualify for PFML, employees must work eight hundred and twenty (820) hours or
37 more in the qualifying period, which shall be defined as the first four (4) of the last five
38 (5) completed calendar quarters starting from which the employee makes their claim for
39 benefits. PFML may not be taken without a qualifying event.
- 40 ● Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or
41 www.paidleave.wa.gov for all information pertaining to this leave.
- 42

43 **Section 7.1.10.1.**

44 All district provided paid leave shall count towards hours worked, and employer and
45 employee premiums for payment to the (Employment Security Division) ESD shall be
46 made or deducted.

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2 **Section 7.1.11. Annual Buy-Out of Accumulated Sick Leave Attendance Incentive**
3 **Program.**

4 In January of the year following any year in which a minimum of sixty (60) days of sick leave
5 is accrued, and each January thereafter, any eligible employee may exercise an option to
6 receive remuneration for unused sick leave accumulated in the previous year at a rate equal to
7 one (1) day’s monetary compensation of the employee for each four (4) days of accrued sick
8 leave in excess of sixty (60) days. Leave for illness or injury for which compensation has been
9 received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1)
10 days monetary compensation.
11

12 At the time of separation from school employment due to retirement or death, an eligible
13 employee (or the employee’s estate) as defined in RCW 28A.400.210, shall receive
14 remuneration at a rate equal to one (1) day current monetary compensation of the employee for
15 each four (4) days accrued sick leave.
16

17 **Section 7.1.12. Transfer of Sick Leave.**

18 Employees who have accrued sick leave while employed by another public school district in
19 the State of Washington shall be given credit for such accrued sick leave upon employment by
20 the District.
21

22 **Section 7.1.13. Sick Leave Sharing.**

23 The District agrees to a leave-sharing program for classified staff in accordance with the
24 requirements of RCW 28A.400.380 and WAC 392-126. An employee may choose to donate
25 portions of accumulated sick leave, to come to the aid of another named employee who has
26 depleted their annual leave and sick leave reserve and is suffering from an extraordinary or
27 severe illness, injury, impairment, or physical or mental condition which has caused or is likely
28 to cause the employee to take an extended leave without pay or to terminate their employment.
29 A contributing employee must have a sick leave balance of more than one hundred seventy-six
30 (176) hours to donate.
31

32 An employee may transfer a specific amount of sick leave to an employee requesting shared
33 leave only when the donating employee retains a minimum of one hundred seventy-six (176)
34 hours of sick leave after the transferred leave shall be calculated on an hours-donated and an
35 hours-received basis. A maximum of six (6) days may be donated per employee in any one
36 school year. Any leave transferred which remains unused shall be returned at its original value
37 to the employee or employees who transferred the leave when it is found that the leave is no
38 longer needed or will not be at a future time in connection with the illness or injury for which
39 the leave was transferred. The Superintendent and/or Association representative may, if
40 appropriate, require a healthcare provider statement confirming the extent and/or severity of the
41 illness, injury, or impairment.
42

43 **Section 7.2. Bereavement Leave.**

44 Up to five (5) days bereavement leave with pay shall be granted, per incident, in the employee’s
45 immediate family. For purposes of this provision the term “immediate family” shall mean spouse,
46 registered domestic partner, child, sibling, parent, grandparent, grandchild, and spouse’s, or registered
47 domestic partner’s sibling, parent or grandparent and other persons living in the household for which
48 the employee is responsible. One (1) day of bereavement leave with pay shall be granted, per incident,



1 for aunts, uncles, nieces, nephews, cousins or to attend the funeral of a close friend. Bereavement leave
2 shall not be deducted from the employee's accumulated sick leave.

3
4 **Section 7.2.1**

5 Up to three (3) days bereavement leave with pay shall be granted, per incident, in the
6 employees extended family. For the purposes of this provision, the term extended family means
7 mother substitute, father substitute, son-in-law, daughter-in-law. Additional time may be
8 granted at the Superintendent or designee's discretion.

9
10 **Section 7.2.2.**

11 Up to three (3) additional days may be granted if distant travel is required for the above clauses
12 7.2 and 7.2.1. These days shall be with the cost of the substitute employee deducted from the
13 employees next warrant, only if a substitute is utilized.

14
15 **Section 7.3. Judicial Leave.**

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

20
21 **Section 7.4. Personal Leave.**

22 Personal leave shall be granted for those occasions when leave is desired for personal commitments
23 but does not indicate emergency stature. Employees must give their immediate supervisor at least
24 twenty-four (24) hours' notice. Each employee shall be entitled to three (3) days of personal leave,
25 cumulative to a maximum of five (5) days, with full pay and the following limitation of use:

- 26
27 A. No more than 10% of any classification of classified employees shall be granted personal leave
28 at the same time, provided that the Superintendent may allow additional employees personal
29 leave when, in their judgment, the circumstances of the request warrant special consideration.
30 B. Personal leave shall not be taken on the first or last five (5) days of school.
31 C. Personal Leave will be awarded on a first come first served basis within the category. If two (2)
32 or more apply on the same day, seniority will have preference.
33 D. Personal Leave-upon separation accumulated personal leave will be prorated based upon
34 number of hours worked during current contract.

35
36 In lieu of losing unused personal days at the end of the year, the employee will be allowed to cash in
37 any unused personal days at their Schedule A classification rate of pay in August of each school year.
38 Personal leave shall not be deducted from the employee's sick leave.

39
40 **Section 7.5. Leave of Absence.**

41 Long term leaves may be granted for up to one (1) year to those employees who have served the
42 District a minimum of two (2) years. Leaves shall be granted for the purpose of study (within field or
43 area of current employment), medical recuperation, and childcare needs, which require the employee's
44 permanent presence in the home and other such reasons pending board approval. If such leave is
45 granted due to extended illness, one (1) additional year may be granted upon return from leave. The
46 employee shall be placed in a similar position in the District.

47
48 Leave of Absence will not be granted for the employee to pursue another job outside of the district.

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2 **Section 8.5. Vacations.**

3 All twelve (12) month employees subject to this Agreement shall be credited with vacation as set out
4 below. All vacation benefits shall be based on hire date. Such vacation credit will be front-loaded,
5 and shall be earned, vested, and used as designated in this Article.

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<u>Years of Service</u>	<u>Workdays</u>
1-2	10
3-5	13
6-10	15
11-16	17
17+	20

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13
14 **Section 8.5.1.**

15 All twelve (12) month employees must schedule and take their vacation upon the supervisor's
16 approval. Vacation shall be granted based on a first come/first served basis. If two or more
17 employees request vacation for the same time period, the senior employee shall have
18 preference. Employees may be allowed to take vacation during the school year. No employee
19 shall be denied accrued vacation benefits due to District needs.

20
21 **Section 8.5.2.**

22 Any accrued vacation in excess of three (3) days, to a maximum of five (5) days, must be used
23 or cashed out by August 31. A maximum of five (5) days may be cashed out on August 31.
24 Vacation cash out will be paid at the employee's current rate of pay. Vacation days are
25 prorated by hire date.

26
27 **Section 8.5.3.**

28 Upon resignation, retirement, or separation from the School District employment, an eligible
29 employee or the employee's estate, shall receive any accrued vacation, earned on a monthly
30 pro-rated basis, at the employee's current rate of pay with their final paycheck.

31
32 **Section 8.5.4.**

33 Employees who do not finish the one (1) year probationary period are not eligible for vacation
34 buy-out.

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38 **ARTICLE IX**

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40 **INSURANCE**

41
42 **Section 9.1.**

43 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide
44 funding for all bargaining unit members and their dependents as required by State law, the State
45 Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding
46 will be payment of the retiree carve-out for all eligible employees. Benefit FTE shall be based on
47 SEBB guidelines.



1 Employees required to work through their regular lunch periods will be given time to eat at a time
2 agreed upon by the employee and the supervisor. In the event the Supervisor specifically requires an
3 employee to forego a lunch period and the employee works the entire shift, including the lunch period,
4 the employee shall be compensated for the foregone lunch period at overtime rates.

5
6 Administrators will be mindful of allowing appropriate passing time for employees when building the
7 master schedule, so employees receive a full ten (10) minute break.

8
9 **Section 10.4. Work in Other Classifications.**

10 Employees requested to work a shift regularly filled by a higher classification employee shall, after
11 two (2) days, receive compensation equal to that normally received by an employee in the higher
12 classification/position, as reflected by the incremental steps on Schedule A. Compensation shall be
13 retroactive back to and including the first (1st) day.

14
15 **Section 10.5. Fair Labor Standards Act.**

16 Hours of work and overtime compensation shall be in strict accordance with the provisions of the
17 Federal Fair Labor Standards Act.

18
19 **Section 10.6. Professional Development.**

20 Upon prior administrative approval, the District shall pay for time and training outside the normal
21 workday, if required by the District. The District will pay the First Aid Card fee and training hours for
22 employees required to have a First Aid card for their job.

23
24 **Section 10.7.**

25 Employees shall be paid their regular hourly rate for actual time spent in staff orientation meetings or
26 courses required by the District, outside their regular workday.

27
28 **Section 10.8.**

29 All employees shall be assigned to a shift of not less than two (2) hours, unless otherwise agreed to
30 between the District and the Association.

31
32 **Section 10.9.**

33 Employees called back to work for an unscheduled or unforeseen emergency, on a regular workday or
34 called back to work on Saturday or Sunday, or outside of regular workweek, shall receive no less than two
35 (2) hours pay at the appropriate rate. Once an employee has left the premises and is requested to return,
36 the employee will receive an additional two (2) hours for a separate call-out. Employees called to work
37 on a Sunday for an unscheduled emergency shall be paid at twice (2) the employee's rate of pay. This
38 section shall not apply to bus drivers.

39
40 **Section 10.10. Overtime.**

41 When possible, employees will not be eligible for overtime if other, less senior employees in that
42 classification can perform the work without going into overtime. When overtime is awarded, time and
43 one-half (1 ½) shall be paid to all classified employees who work in excess of forty (40) hours per week.
44 Any hours worked in excess of forty (40) hours per week shall be paid at double time for work on Sunday.
45 All overtime shall be pre-approved by building/department supervisor or Superintendent in the
46 supervisor's absence. The workweek schedule shall not be altered to avoid paying overtime.

1 **Section 10.11. Emergency School Closure & Delayed Opening.**

2 In the event that it becomes necessary to close or delay opening school(s) because of inclement
3 weather, volcanic disruption, or other emergency reasons, the District shall notify the radio and
4 television stations in the area by 6:00 AM and may use District notification system when accessible. A
5 list will be provided annually.

6
7 This provision does not preclude the District from closing school(s) in the event an emergency
8 developed later in the day, if further evaluation of developing hazardous conditions warrants closure.
9 Employees will remain on duty until their students have been cleared from school properties.

- 10
11 1. **Delayed Opening:** In the event that the opening of school is delayed,
12 a. Maintenance employees need to arrive at work as close to on time as safely as possible.
13 b. Food Service, Transportation and Custodial employees need communicate with their
14 supervisors when it is expected to show up to work.
15 c. All other employees shall report forty-five (45) minutes before the students arrive.
16 d. All employees will be allowed to leave work at the end of their regularly scheduled day
17 without loss of pay.
18
19 2. **Compensation and Benefits:** On workdays when school is not in session because of
20 conditions not within the control of the District due to acts of God, no employee shall suffer
21 loss of pay and shall not have such absence from work charged against any leave provision
22 unless otherwise required by law.
23
24 3. **Makeup School Days:** When the District is required by law to make up days missed due to
25 emergency closure; scheduling of makeup days shall be scheduled by the District after
26 receiving input from the Association. Employees shall not receive additional compensation for
27 such make-up days.
28
29 4. **School Closure:**
30 a. If school is closed due to inclement weather, the classification positions under Maintenance,
31 Transportation and Custodial (240 – 260 day employees) must report to work. If, however,
32 an employee feels they cannot report to work, the time will be charged to personal leave,
33 vacation or it will be a day without pay at the employee discretion and will be designated
34 on the monthly time sheet by the employee.
35 b. If school is closed due to inclement weather less than 240 day employees are not required to
36 report to work. In the event the District fails to make said radio website and social media
37 announcements one hour prior to the time the employee would ordinarily report for work,
38 the District shall compensate such employee for two (2) hours at base rate.
39

40 **Section 10.12. Emergency Substitute Teacher.**

41 Classified staff may be assigned to supervise students consistent with RCW 28A.405.465. when
42 assigned by an administrator to replace a certificated teacher for two (2) hours or more. Classified
43 staff who are utilized as an emergency substitute teacher shall receive an additional four dollars (\$4.00)
44 per hour for all hours worked as a substitute. All costs to obtain and renew the emergency certification
45 will be paid in full by the District.
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1 **Section 10.13.**

2 Employees will be required to clock in and out, either daily or weekly. Employees clocking daily will
3 need to clock in/out for lunch as well. Employees will not be required to use their phones to clock
4 in/out, a computer or kiosk will be provided.
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9 **ARTICLE XI**

10 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

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13 **Section 11.1. Association Membership.**

14 Each employee subject to this Agreement may choose to become a Member in Good Standing by
15 paying monthly dues. Maintaining membership with the Association entitles the member additional
16 benefits of union membership. The association will be the custodian of records in terms of employee
17 membership.
18

19 **Section 11.2. New Hires.**

20 The District shall notify the PSE Chapter President of all new hires within ten (10) working days of the
21 hire date. The school district will provide the union reasonable access to new employees for the
22 purpose of presenting information about their exclusive bargaining representative. This thirty (30)
23 minute meeting may occur at the new hire's discretion during the new hire's work time within ninety
24 (90) days of their hire date.
25

26 **Section 11.3.**

27 The District agrees to accept dues authorizations via voice authorization or by E-signature in
28 accordance with "E-SIGN". The Association will, upon request, provide a list of those members who
29 have authorized Association membership via voice authorization to the District. In addition, the
30 Association will provide upon request access for the District to the .wav (or other digital format) files
31 associated with the voice authorization. PSE will be the custodian of all records related to voice/E-
32 signature authorizations. The Association agrees that, as the custodian of the records, it has the
33 responsibility to ensure the accuracy and safe keeping of those records.
34

35 **Section 11.4. Checkoff.**

36 The District shall deduct PSE dues and assessments from the pay of all Union member employees.
37 The District shall remit all such funds deducted to the Treasurer of the Public School Employees of
38 Washington/SEIU Local 1948 monthly. (RCW 41.56.110.) The District shall electronically transmit
39 the dues remittal information to the Public School Employees of Washington/SEIU Local 1948 at the
40 time the funds are remitted.
41

42 **Section 11.4.1. Local Dues.**

43 Once during each school year on the employee's initial pay warrant, the District shall deduct
44 local Chapter dues from the pay of all members of the Association. The amount of said
45 deduction shall be conveyed to the District by the Chapter President, prior to September 1st
46 of each year and remitted to the Association Treasurer.
47
48



1
2 **Section 11.5. Hold Harmless.**

3 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
4 and the Association shall indemnify and hold the District harmless for any and all claims, grievances,
5 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action
6 taken by the District for the purpose of the District's acceptance of voice and/or electronic authorization
7 of membership and/or the Association's representation regarding the existence of a valid membership
8 authorization as well as for complying with any of the provisions of this Article of the Agreement.
9

10 **Section 11.6. Committee on Political Empowerment (C.O.P.E.).**

11 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
12 deduct from the pay of such bargaining unit employee the amount of contribution the employee
13 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
14 check separate from the Union dues transmittal. Section 11.6 of the Collective Bargaining Agreement
15 shall apply to these deductions.
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20 **ARTICLE XII**
21
22 **GRIEVANCE PROCEDURE**
23

24 **Section 12.1. Strict Compliance.**

25 Grievances or complaints arising between the District and its employees within the bargaining unit
26 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
27 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article,
28 including time limits.
29

30 The term "workdays" in this Article is defined as the days the Wahluke School District office is open
31 to the public.
32

33 **Section 12.2. Grievance Steps.**

34 Every effort shall be made to resolve grievances, or potential grievances, through free and informal
35 communication between the grievant and the grievant's immediate supervisor of the District Office.
36 However, if such information discussions fail to provide an adjustment of the grievance, then the
37 grievance will proceed as follows:
38

39 **Section 12.2.1. Step I.**

40 The employee shall first discuss the grievance with the employee's immediate supervisor. If
41 employees so wish, they may be accompanied by an Association representative at such
42 discussion. All grievances not brought to the immediate supervisor in accordance with the
43 preceding sentence within twenty (20) workdays of the occurrence of the grievance, shall be
44 invalid and subject to no further processing. The supervisor shall have ten (10) workdays to
45 investigate and respond.
46
47
48



1 **Section 12.2.2. Step II.**

2 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
3 subsection, the employee shall reduce to writing a statement of the grievance containing the
4 following:

- 5
- 6 A. The facts upon which the grievance is based.
 - 7 B. A reference to the provisions in this Agreement which have been allegedly violated, and
8 the remedy sought.
 - 9 C. Date of violation.
 - 10 D. The grievance's signature.
- 11

12 The employee shall submit the written statement of grievance to the immediate supervisor for
13 reconsideration within ten (10) workdays of the immediate supervisor's response in Step 1
14 above and shall submit a copy to the official in the Administration Office responsible for
15 personnel. The parties will have five (5) workdays from submission of the written statement of
16 the grievance to resolve it by indicating on the statement of the grievance the disposition. If an
17 agreeable disposition is made, all parties to the grievance shall sign it.

18

19 **Section 12.2.3. Step III.**

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

27

28 **Section 12.2.4. Step IV.**

29 If no settlement has been reached within the ten (10) workdays referred to in the preceding
30 subsection, a written statement of the grievance shall be submitted within ten (10) workdays to
31 the District Board of Directors. After such submission, the parties will have forty (40) calendar
32 days from submission of the written statement of the grievance to resolve it by indicating on the
33 statement of the grievance the disposition. If an agreeable disposition is made, all parties to the
34 grievance shall sign it. The Board of Directors reserves the right to summon the employee for
35 an oral statement of the grievance by notifying the employee five (5) workdays in advance of
36 the meeting. The employee reserves the right to appear before the Board of Directors to
37 explain the grievance by submitting a request to the Superintendent five (5) workdays in
38 advance of the meeting. Both the District and the employee may present and cross-examine
39 witnesses. At any appearance before the Board of Directors, the employee may be
40 accompanied by one (1) Association representative or designee.

41

42 **Section 12.2.5. Step V.**

43 If the Association is not satisfied with the disposition of the grievance by the Board within five
44 (5) workdays after receipt of same, or if no disposition has been made within the period above
45 provided, the grievance, only at the option of the Association, may be submitted before an
46 impartial arbitrator. The Association shall exercise its right of arbitration by giving the
47 Superintendent written notice of its intention to arbitrate within fifteen (15) workdays of receipt
48 of the written disposition of the Board. The Association shall file an arbitration request within

1 ten (10) workdays of notifying the Superintendent of its intention to file. If the parties cannot
2 agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration
3 Association in accordance with its rules. The governing rules at the proceedings will be
4 Expedited Labor Arbitration Rules. The decision of the arbitrator shall be final and binding
5 upon both parties.
6

7 **Section 12.2.6. Pay During Hearings.**

8 If arbitration hearings take place during the employee's work hours, the employee will be paid
9 at regular rate of pay. The Employer shall not discriminate against any individual employee or
10 the Association for taking action under this Article. Arbitration costs will be equally split by
11 the parties (excluding attorney fees).
12
13
14

15
16 **ARTICLE XIII**

17
18 **TRANSPORTATION**
19

20 **Section 13.1. Pre-Trip Inspections and Clean-up.**

21 Bus drivers shall receive pay for one-quarter (1/4) hour per day for pre-trip inspections and one-quarter
22 (1/4) hour per day for bus clean-up in addition to actual and reasonable hours of driving time. Bus
23 drivers running only one (1) route per day shall only receive pay for one-quarter (1/4) hour per day for
24 the above purpose in addition to actual and reasonable hours of driving time.
25

26 **Section 13.2. D.O.T. Physical Examinations.**

27 Bus drivers will be reimbursed for a D.O.T. medical examinations as required by District or State
28 regulations when done by the District's physician. The District may establish an arrangement with a
29 qualified physician to provide required physical examinations for employees, the cost of which would
30 be submitted directly to the District for payment. The employee has the option of obtaining the medical
31 examination from the District appointed physician or from a private practitioner. If the employee
32 chooses to obtain the medical examination from their own physician, the District will reimburse the
33 employee for their co-pay. This applies only to the initial medical examination.
34

35 **Section.13.2.1. Commercial Driver License (CDL) Renewal.**

36 Bus drivers shall be fully reimbursed the cost of their CDL renewal above and beyond the
37 standard fee for driver's license renewal.
38

39 **Section 13.2.2. CDL Certification Reimbursement.**

40 After one (1) calendar year of employment the District will reimburse Bus Drivers the fees
41 required to obtain their initial CDL License.
42

43 **Section 13.3. Extra Trips.**
44

45 **Section 13.3.1. Definition.**

46 Extra trips shall be defined as all District bus trips other than regular daily scheduled runs and
47 shall include a one-quarter (1/4) hour pre-trip and one-quarter (1/4) hour bus clean-up.
48

1 **Section 13.3.2. Compensation for Extra Trips.**

2 All extra trips shall be compensated at the driver’s regular rate of pay. Drivers are expected to
3 use part of non-driving time as clean-up.
4

5 **Section 13.3.3. Trip Scheduling.**

6 Those regular drivers whose time permits shall be allowed to fill in on extra trips. Extra trips
7 will be offered first to regular drivers on a rotating schedule starting with most senior driver.
8 Probationary drivers may be excluded from extra trip ng the first three (3) months of service.
9 The bus supervisor may take into account student safety in assigning winter runs. Drivers who
10 rejected an assignment will lose the right for an assignment during that round of assignments.
11 The Supervisor will not be assigned to co-curricular trips in lieu of or after the end of a school
12 run. Should no senior employee(s) elect to take the trip, it shall be awarded to the less senior
13 employee(s).
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17 **ARTICLE XIV**

18 **SENIORITY**

19
20
21 **Section 14.1. Establishing Seniority.**

22 The seniority of an employee within the bargaining unit shall be established as of the date on which the
23 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be
24 lost as hereinafter provided. At the time of hire, the application will be date/time stamped. If more than
25 one employee is hired on the same day, the date/time stamp will be the basis for the new employee’s
26 seniority. This process will begin with the 2013-2014 school year.
27

28 **Section 14.1.1. Loss of Rights.**

29 The seniority rights of an employee shall be lost for the following reasons:
30

- 31 A. Resignation.
 - 32 B. Discharge for justifiable cause.
 - 33 C. Retirement.
 - 34 D. Change in job classification within the bargaining unit, as defined in Section 14.2.1.
- 35

36 **Section 14.1.2. Continuation of Rights.**

37 Seniority rights shall not be lost for the following reasons, except as provided in Section 14.1.1:
38

- 39 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
 - 40 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
41 United States.
 - 42 C. Time spent on other authorized leaves.
 - 43 D. Time spent in layoff status as hereinafter provided.
- 44

45 **Section 14.2. Changing Classifications.**

46 Seniority rights shall be effective within the general job classification, as noted in Schedule A. An
47 employee who changes job classification within the bargaining unit shall retain their “hire date” with



1 the District but shall not have seniority over employees in a different job classification. Any employee
2 working more than one job classification shall accrue seniority in each classification.

3
4 **Section 14.2.1.**

5 Employees who change job classifications within the bargaining unit shall retain their seniority
6 dates in the previous classifications for a period of one (1) year, notwithstanding that they have
7 acquired a new seniority date and a new classification.

8
9 **Section 14.2.2.**

10 The District shall post in the work area for five (5) workdays the availability of open positions
11 as soon as possible after the District is aware of the opening. Such positions shall be filled, or
12 the position shall be eliminated within twenty (20) workdays following the closure of the
13 posting. The timelines, as above, may be extended under unusual circumstances upon mutual
14 consent of the parties. A copy of the job posting shall be forwarded to the President of the
15 Association. All applications for open positions in the District shall be made with the
16 Superintendent of Schools. All such applications shall be made within five (5) workdays of the
17 initial posting of said vacancies or new positions.

18
19 The chapter president shall also, upon request, be given the names of all members who applied
20 for an open position and the employee selected for the position.

21
22 **Section 14.3.**

23 The employee with the earliest hire date shall have preferential rights regarding shift selection,
24 vacation periods, extra time, special services, and promotions assignments to new or open jobs or
25 positions, and layoffs when ability and performance are substantially equal with junior employees. If
26 the District determines that seniority rights should not govern because a junior employee possesses
27 ability and performance greater than a senior employee or senior employees, the District, upon request
28 of the employee and/or the organization grievance committee chairperson, shall set forth in writing its
29 reasons why the senior employee or employees have been bypassed.

30
31 **Section 14.3.1.**

32 In-district employees, if qualified, will receive priority consideration over outside applicants for
33 new/open positions.

34
35 **Section 14.4. Probationary Status of New Employees.**

36 Employees newly hired to the District shall remain on probationary status for a period of nine (9)
37 working months. Employees on probationary status may be terminated without cause or advance notice;
38 however, the district shall explain to the employee the reason for termination. The District reserves the
39 right to place new employees on the salary schedule where the District deems appropriate. Such
40 placement shall, at a minimum, be in compliance with RCW 28.400.300. The District shall notify the
41 Chapter President, in writing, of each new hire and their placement on the salary schedule. Testing for
42 drug and/or alcohol abuse may be required of all new employees and employees on probationary status.

43
44 **Section 14.5. Transfer of Experience.**

45 Any newly hired employee who has previously been employed by any common school district in the
46 State of Washington and is hired to perform work similar to that in which previously engaged shall be
47 given longevity credits in the District. RCW28A.400.300.



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ARTICLE XV

LAYOFF PROCEDURES

Section 15.1. Reemployment List.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to seniority layoff ranking. If the employee is on layoff and new or open positions are posted, current employees with more seniority will have priority. If no employee bids on the job, those on layoff will have priority over non-employees. Names shall remain on the reemployment list for one (1) year.

Section 15.1.1. Reemployment Offer.

An employee shall forfeit all rights of reemployment as provided in Section 15.1 if the employee does not comply with the requirement of Section 15.1.2, or if the employee does not accept the offer of reemployment within ten (10) workdays. Such job offer shall be sent via certified mail, or the signature of the employee must be received.

Section 15.1.2. Address List.

Employees on layoff status shall file their addresses in writing with the Personnel Office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 15.2. Insurance During Layoff.

Personnel who are affected by reduction in force (RIF) or on extended leave conditions shall have the option to retain their current medical and dental insurance, paying their own premiums through the District, for one (1) year from the date of the layoff, providing this is allowed by the carrier.

Section 15.3. Substitutes During Layoff.

All positions of substitutes shall first be offered to employees on layoff within their job classification. Benefits which the employee was entitled to at the time of layoff, such as accumulated leave; will be restored upon return to active employment.

ARTICLE XVI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 16.1. Just Cause.

A regular, non-probationary, classified employee shall be disciplined only with just cause which shall include, but not be limited to, neglect of duty, refusal to comply with the terms of the Agreement, incompetence, disobedience to a legal request or order by the staff's supervisor, dishonesty, failure to report for duty without a bona fide reason, excessive absenteeism for any reason except illness, consuming intoxicants while on the job, and reporting for work under the influence of intoxicants.

Section 16.2. Grounds for Discipline.

The grounds for official disciplinary action shall be made available to the staff member in writing. If a request for a witness is made by the employee, then the disciplinary action shall not take place until

1 such a witness is present. However, any delay shall not exceed five (5) workdays, unless waived by
2 both parties. Any serious charge against an employee which may warrant discipline shall be called to
3 the attention of the staff member.

4
5 **Section 16.3. Progressive Discipline Steps.**

6 The District shall have the right to discipline or discharge an employee for justifiable cause. If there is
7 an issue with the application of the discipline steps, they shall be resolved in accordance with the
8 grievance procedure pursuant to Article XII. The following disciplinary steps should be followed:
9 verbal warning, written reprimand, suspension without pay, or discharge as the final and last resort. If
10 the District has reason to reprimand an employee, it shall be done in a manner which will not
11 embarrass the employee before other employees or the public.

12
13 Steps in this model may be skipped depending on the severity of the infraction.

14
15
16
17
18 **ARTICLE XVII**

19
20 **TERMS AND SEPARABILITY OF PROVISIONS**

21
22 **Section 17.1.**

23 The term of this Agreement shall be from September 1, 2020 to August 31, 2024.
24 Beginning September 1st of each of the following school years employees shall receive:

- 25
- 26 • 2020-2021 an additional two dollars and fifty cents (\$2.50) per hour to all salary steps.
- 27 • 2021-2022 an additional two percent (2%) or IPD whichever is greater to all salary steps.
- 28 • 2022-2023 an additional one percent (1%) or IPD whichever is greater to all salary steps.
- 29 • 2023-2024 Schedule A shall be opened, and the wages shall be negotiated.
- 30

31 Schedule A's will be amended and attached to reflect such negotiated increases. Should the IPD be
32 greater as stated in the above years, Schedule A will be amended to reflect such change.

33
34 **Section 17.1.1.**

35 All provisions of this Agreement shall be effective on or after the date of contract signing by
36 both parties. Upon signing, all items will be retroactive to September 1, 2020.

37
38 **Section 17.2. Retroactive Pay.**

39 Where applicable, retroactive pay shall be paid on the first (1st) regular payday following execution of
40 this Agreement, if possible, and in any case not later than the second (2nd) regular payday.

41
42 **Section 17.3. Reopening of Agreement.**

43 This agreement may be reopened and modified at any time during its term upon mutual consent of the
44 parties in writing. This Agreement may be reopened, as necessary, to consider the impact of any
45 legislation enacted following execution of this Agreement affect the terms and conditions herein or create
46 authority to alter personnel practices in public employment.



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ARTICLE XVIII

SALARIES

Section 18.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. All time beyond contracted hours must have prior approval from the employee's immediate supervisor.

Section 18.2.

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

Section 18.3.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.1. 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 18.4. Incremental Steps.

Where applicable, incremental steps shall take effect on the employee's first (1st) contracted day of each school year during the term of this Agreement, provided the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year. Employees shall complete the probationary period before moving to the next step on Schedule A and will move up on their anniversary date. Subsequently, they will move up at the beginning of each contracted school year.

Section 18.5. Travel.

When acting on assigned duties such as travel between schools, attendance at workshops/conferences, required home visitation, etc., mileage/expenses shall be reimbursed at the rate and in accordance with District established procedures. When available, District owned vehicles may be used by employees for school related activities, pursuant to District policy. Mileage reimbursement must be reported within thirty (30) calendar days of when expenses were incurred.

Section 18.6.

The District shall pay the total costs of any physical examination, X-rays, and health certificates to include a First Aid Card and Food Handlers Card, required as a condition of employment of any employee of the District as long as that exam is performed by a physician or instructor approved by the District, a list of approved physicians or instructors can be obtained at the District office. If an employee chooses to have the examination performed by a physician other than a physician approved by the District, then the District shall only contribute the amount of money that the District would have paid to an approved physician for said physical examination.

Section 18.7. Longevity Payment.

An additional fifty cents (\$0.50) per hour for all hours worked, per five (5) year increments. The longevity incentive will be awarded for employees who have completed year 5, 10, 15, 20, and 25+ years of service. Employees will receive one (1) payment annually in the employee's pay warrant in August. If there is a double levy failure in a particular year, the longevity incentive will automatically be discontinued the next year. If the levy passes the next year, then the longevity incentive will be



1 reinstated the following year. Eligibility is determined by five (5) full years of active service from the
2 date of continuous employment. Eligibility is further extended to employees on qualified and/or
3 approved leave, not to exceed sixty (60) days per year.

4
5 **Section 18.8.**

6 Employees in the Maintenance classification shall receive an annual stipend of up to one hundred
7 dollars (\$100) a year to purchase work related boots. Such receipt will be submitted to the business
8 department for reimbursement.

9
10 **Section 18.9.**

11 An additional one dollar (\$1.00) will be added to one (1) Maintenance and Grounds employee who
12 obtains and maintains a pesticide spraying license and is approved by the Director. If the current
13 employee holding the pesticide license elects to forego the pesticide license or resigns the position in
14 Grounds and Maintenance, the opportunity shall be posted for others to obtain such license by
15 seniority.

16
17
18 **ARTICLE XIX**

19
20 **SELF-IMPROVEMENT**

21
22
23 **Section 19.1.**

24 In the mutual interest of the District and Association, the District shall allocate resources, to a
25 maximum of five thousand five hundred dollars (\$5,500.00) to be available which may be used by
26 employee's subject to this agreement for self-improvement and/or in-service training programs
27 approved by the committee in Section 19.2. The guarantee of said monetary allocations is subject to the
28 passage of the M & O Levy and maintenance of current state funding levels. The District agrees to
29 open this section of the agreement should the legislature provide additional in-service funding. If there
30 is funding remaining at the end of the current school year, it will be rolled and added into funding of
31 the next school year. Then up to a maximum ending year balance of twenty-eight thousand dollars
32 (\$28,000) for the 2021-2022 school year with a declining balance resulting in a maximum remaining
33 balance of ten thousand dollars (\$10,000) by the end of the 2022-2023-school year. The District will
34 provide detailed accounting information to the committee upon request.

35
36 **Section 19.1.1. Criteria for Reimbursement.**

37 Tuition reimbursement will take place after the following steps are completed by the employee:

- 38 1. Registrations are paid up front by the employee.
39 2. Passing the class with a "C" average or Pass in a Pass/Fail grading system.
40 3. Employee must remain in the district one (1) year after the reimbursement of the class. If
41 the employee leaves the district within one (1) year, the employee must reimburse the
42 district for funds received.

43
44 **Section 19.2. Self-Improvement Funding/Committee.**

45 Such funds may be utilized for self-improvement programs, which are, in the sole discretion of the
46 Self-Improvement Committee consisting of two (2) PSE members (One Co-President and
47 Classification Representative) and two (2) District members (Human Resource Director and immediate
48 supervisor). This committee will meet on an as need basis to approve the following:

- 1
2 A. Salary and reimbursement for expenses to employee's subject to this Agreement to attend
3 District approved courses, workshops, or seminars.
4 B. Expenses and materials to attend courses of study, seminars, or workshops which the District
5 determines would be of mutual benefit to the employee and the District.
6 C. Purchase of courses, seminars, and workshops which the District determines would improve the
7 potential of employee's subject to this Agreement.
8

9 **Section 19.3. Education Incentive.**

10 The District and Association acknowledge the value of continuing education for all employees. The
11 following subsections define how employees can receive an increase in their hourly wage for
12 advancing their education in relation to their current job assignment.
13

14 Pay Incentive: Clock hours are due August 30th of every year for pay incentives to be effective
15 September 1st of the following school year. A summary sheet of the events, date, and number of clock
16 hours is to be in the Nutrition Services office no later than September 1 for the incentive to begin that
17 school year.
18

19 **Section 19.3.1. Clock hours/Credits.**

20 Employees will receive an increase in compensation for acquiring college credits for
21 courses with a "C" grade or better which are approved in advance by the District. Approved
22 classes must have a direct benefit to employee's current assignment. By written request,
23 exceptions may be made by permission of the Superintendent.
24

- 25 • 5 earned quarter credits an additional \$0.30 per hour (total of \$0.30)
- 26 • 15 earned quarter credits an additional \$0.30 per hour (total of \$0.60)
- 27 • 30 earned quarter credits an additional \$0.30 per hour (total of \$0.90)
- 28 • 60+ earned quarter credits an additional \$0.30 per hour (total of \$1.20)

29
30 Ten (10) clock hours equals one (1) quarter credit.
31

32 Employees who earn continuing education (CEU, clock hours, STAR hours, etc.) shall receive
33 this stipend as well.
34

35 ECEAP STAR hours above what is required for the position shall receive credits as above.
36

37 **Section 19.3.2. Certificate in School Nutrition.**

38 Food Service employees may earn an increase in compensation of fifteen cents (\$0.15) per hour
39 for obtaining and maintaining their initial (Level I) Certificate in School Nutrition from the
40 School Nutrition Association. Additional coursework leading to a higher level of certification
41 through the School Nutrition Association will be translated to clock hours and/or credits and
42 paid in the same manner as other college credits in Section 19.3.1. After Level I, SNA hours
43 (CEU's) are equivalent to clock hours.
44

45 To maintain any certification level, eight (8) credit hours CEU's per year are required. The
46 CEU's needed to maintain the Initial Certificate will not count towards total credits earned.
47 Failure to retain certification will result in the loss of incentive compensation.
48



1 **Section 19.4. Paraeducator Certification.**

2 Fundamental Course of Study: Paraeducators must successfully complete the minimum hiring
3 requirements to complete the Fundamental Course of Study (FCS). The District must provide twenty-
4 eight (28) hours, or hours prescribed by the PESB, and funded by the State of paid training and associated
5 costs on the state standards of practice for all paraeducators. The District will also provide access to
6 computers and other technology needed to be successful in obtaining the FCS certification. Professional
7 development hours to include clock hours will be offered by the District.
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17 **SIGNATURE PAGE**
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29 PUBLIC SCHOOL EMPLOYEES OF
30 WASHINGTON/SEIU LOCAL 1948

31 WAHLUKE CHAPTER

32
33
34
35
36 BY: Mariana Contreras
37 Mariana Contreras, President

38
39 DATE: 1/12/2021
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47

WAHLUKE SCHOOL DISTRICT #73

BY: Andrew Harlow
Andrew Harlow, Interim Superintendent

DATE: 1/12/21



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, WAHLUKE CHAPTER AND THE WAHLUKE SCHOOL DISTRICT #73. THIS AGREEMENT IS ENTERED INTO PUSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

- 1. Claudia Tapia who currently holds the title of Speech Assistant will be reclassified as an Assessment Assistant. Claudia shall be placed on Step 3.

This Letter of Agreement shall become effective September 1, 2020 and shall be effective through August 31, 2024 and attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948
WAHLUKE CHAPTER

WAHLUKE SCHOOL DISTRICT #73

BY: 
Mariana Contreras, Chapter President

BY: 
Andy Harlow, Interim Superintendent

DATE: 1/12/2021

DATE: 1/12/20



**WAHLUKE SCHOOL DISTRICT
SCHEDULE A
SEPTEMBER 1, 2020-AUGUST 31, 2021**

Paraprofessional	Probation	Step 1	Step 2	Step 3
Instructional Para	\$ 16.42	\$ 17.38	\$ 18.16	\$ 18.90
Instruct Para II	\$ 18.93	\$ 19.99	\$ 20.87	\$ 21.73
Resource	\$ 16.59	\$ 17.56	\$ 18.33	\$ 19.05
Life Skills	\$ 16.87	\$ 17.70	\$ 18.46	\$ 19.23
Pre-School Paraeducator	\$ 16.87	\$ 17.70	\$ 18.46	\$ 19.23
Speech Assistant	\$ 17.07	\$ 18.01	\$ 19.42	\$ 20.17
Library Aide	\$ 16.42	\$ 17.38	\$ 18.16	\$ 18.90
Assessment Assistant	\$ 18.93	\$ 19.99	\$ 20.87	\$ 21.73
Secretaries	Probation	Step 1	Step 2	Step 3
Secretary I (Lead Secretary)	\$ 22.48	\$ 22.94	\$ 23.39	\$ 23.84
Secretary II (Building Secretary)	\$ 19.48	\$ 19.94	\$ 20.39	\$ 20.84
Secretary III (Receptionist)	\$ 18.98	\$ 19.44	\$ 19.89	\$ 20.34
Food Service	Probation	Step 1	Step 2	Step 3
Lead Cook	\$ 17.07	\$ 18.01	\$ 18.77	\$ 19.55
Lead Satellite Cook	\$ 16.90	\$ 17.85	\$ 18.62	\$ 19.38
Assistant Cook	\$ 16.75	\$ 17.69	\$ 18.45	\$ 19.22
Food Service Delivery Driver	\$ 16.75	\$ 17.69	\$ 18.45	\$ 19.22
Transportation	Probation	Step 1	Step 2	Step 3
Bus Driver	\$ 20.96	\$ 21.90	\$ 22.85	\$ 23.88
Car Route Driver	\$ 18.41	\$ 18.88	\$ 19.40	\$ 19.92
Bus Shop Assistant	\$ 20.96	\$ 21.90	\$ 22.85	\$ 23.88
Transportation Lead Assistant	\$ 21.96	\$ 22.90	\$ 23.85	\$ 24.88
Bus Attendant	Probation	Step 1	Step 2	Step 3
Bus Attendant	\$ 16.22	\$ 17.12	\$ 17.85	\$ 18.59
Maintenance	Probation	Step 1	Step 2	Step 3
Maint.Asst/Freight Driver/Grounds	\$ 20.42	\$ 21.24	\$ 22.08	\$ 22.95
Lead Maint.Asst/Freight Driver/Grounds	\$ 22.42	\$ 23.24	\$ 24.08	\$ 24.95
Courier/Mail Delivery	\$ 16.62	\$ 17.53	\$ 18.29	\$ 19.04
Skilled Trades/HVAC	\$ 23.82	\$ 24.78	\$ 25.67	\$ 26.60
Custodian	Probation	Step 1	Step 2	Step 3
Custodian	\$ 19.60	\$ 19.96	\$ 20.34	\$ 20.86
Custodian Floater	\$ 19.60	\$ 19.96	\$ 20.34	\$ 20.86
Home Visitor	Probation	Step 1	Step 2	Step 3
Home Visitor	\$ 17.84	\$ 18.89	\$ 19.73	\$ 20.55
PreSchool Instructor	Probation	Step 1	Step 2	Step 3
PreSchool Instructor	\$ 19.21	\$ 20.32	\$ 20.87	\$ 21.43
ECEAP Qualified Preschool Instructor	\$ 20.32	\$ 20.87	\$ 21.41	\$ 22.31
Family Support Specialist	Probation	Step 1	Step 2	Step 3
Family Support Specialist	\$ 19.21	\$ 19.76	\$ 20.10	\$ 20.53
ECEAP Qualified Family Supp Spec	\$ 19.21	\$ 20.32	\$ 20.87	\$ 21.43
Specialists	Probation	Step 1	Step 2	Step 3
Speech Language Pathology Asst (SLPA)	\$ 27.00	\$ 27.60	\$ 28.35	\$ 29.13
Certified Occupational Therapy Asst (COTA)	\$ 27.00	\$ 27.60	\$ 28.35	\$ 29.13

*Substitutes are paid at 90% of Probation Rate

*Maint/Grounds approved & holding pesticide license gets \$1 more per hour. Refer to Section 18.9.



**WAHLUKE SCHOOL DISTRICT
SCHEDULE A
SEPTEMBER 1, 2021-AUGUST 31, 2022**

Paraprofessional	Probation	Step 1	Step 2	Step 3
Instructional Para	\$ 16.75	\$ 17.73	\$ 18.52	\$ 19.28
Instruct Para II	\$ 19.31	\$ 20.39	\$ 21.29	\$ 22.16
Resource	\$ 16.92	\$ 17.91	\$ 18.70	\$ 19.43
Life Skills	\$ 17.21	\$ 18.05	\$ 18.83	\$ 19.61
Pre-School Paraeducator	\$ 17.21	\$ 18.05	\$ 18.83	\$ 19.61
Speech Assistant	\$ 17.41	\$ 18.37	\$ 19.81	\$ 20.57
Library Aide	\$ 16.75	\$ 17.73	\$ 18.52	\$ 19.28
Assessment Assistant	\$ 19.31	\$ 20.39	\$ 21.29	\$ 22.16
Secretaries	Probation	Step 1	Step 2	Step 3
Secretary I (Lead Secretary)	\$ 22.93	\$ 23.40	\$ 23.86	\$ 24.32
Secretary II (Building Secretary)	\$ 19.87	\$ 20.34	\$ 20.80	\$ 21.26
Secretary III (Receptionist)	\$ 19.36	\$ 19.83	\$ 20.29	\$ 20.75
Food Service	Probation	Step 1	Step 2	Step 3
Lead Cook	\$ 17.41	\$ 18.37	\$ 19.15	\$ 19.94
Lead Satellite Cook	\$ 17.24	\$ 18.21	\$ 18.99	\$ 19.77
Assistant Cook	\$ 17.09	\$ 18.04	\$ 18.82	\$ 19.60
Food Service Delivery Driver	\$ 17.09	\$ 18.04	\$ 18.82	\$ 19.60
Transportation	Probation	Step 1	Step 2	Step 3
Bus Driver	\$ 21.38	\$ 22.34	\$ 23.31	\$ 24.36
Car Route Driver	\$ 18.78	\$ 19.26	\$ 19.79	\$ 20.32
Bus Shop Assistant	\$ 21.38	\$ 22.34	\$ 23.31	\$ 24.36
Transportation Lead Assistant	\$ 22.40	\$ 23.36	\$ 24.33	\$ 25.38
Bus Attendant	Probation	Step 1	Step 2	Step 3
Bus Attendant	\$ 16.54	\$ 17.46	\$ 18.21	\$ 18.96
Maintenance	Probation	Step 1	Step 2	Step 3
Maint.Asst/Freight Driver/Grounds	\$ 20.83	\$ 21.66	\$ 22.52	\$ 23.41
Lead Maint.Asst/Freight Driver/Grounds	\$ 22.87	\$ 23.70	\$ 24.56	\$ 25.45
Courier/Mail Delivery	\$ 16.95	\$ 17.88	\$ 18.66	\$ 19.42
Skilled Trades/HVAC	\$ 24.30	\$ 25.28	\$ 26.18	\$ 27.13
Custodian	Probation	Step 1	Step 2	Step 3
Custodian	\$ 19.99	\$ 20.36	\$ 20.75	\$ 21.28
Custodian Floater	\$ 19.99	\$ 20.36	\$ 20.75	\$ 21.28
Home Visitor	Probation	Step 1	Step 2	Step 3
Home Visitor	\$ 18.20	\$ 19.27	\$ 20.12	\$ 20.96
PreSchool Instructor	Probation	Step 1	Step 2	Step 3
PreSchool Instructor	\$ 19.59	\$ 20.73	\$ 21.29	\$ 21.86
ECEAP Qualified Preschool Instructor	\$ 20.73	\$ 21.29	\$ 21.84	\$ 22.76
Family Support Specialist	Probation	Step 1	Step 2	Step 3
Family Support Specialist	\$ 19.59	\$ 20.16	\$ 20.50	\$ 20.94
ECEAP Qualified Family Supp Spec	\$ 19.59	\$ 20.73	\$ 21.29	\$ 21.86
Specialists	Probation	Step 1	Step 2	Step 3
Speech Language Pathology Asst (SLPA)	\$ 27.54	\$ 28.15	\$ 28.92	\$ 29.71
Certified Occupational Therapy Asst (COTA)	\$ 27.54	\$ 28.15	\$ 28.92	\$ 29.71
*Substitutes are paid at 90% of Probation Rate				
*Maint/Grounds approved & holding pesticide license gets \$1 more per hour. Refer to Section 18.9.				



**WAHLUKE SCHOOL DISTRICT
SCHEDULE A
SEPTEMBER 1, 2022-AUGUST 31, 2023**

Paraprofessional	Probation	Step 1	Step2	Step3
Instructional Para	\$ 16.92	\$ 17.91	\$ 18.71	\$ 19.47
Instruct Para II	\$ 19.50	\$ 20.59	\$ 21.50	\$ 22.38
Resource	\$ 17.09	\$ 18.09	\$ 18.89	\$ 19.62
Life Skills	\$ 17.38	\$ 18.23	\$ 19.02	\$ 19.81
Pre-School Paraeducator	\$ 17.38	\$ 18.23	\$ 19.02	\$ 19.81
Speech Assistant	\$ 17.58	\$ 18.55	\$ 20.01	\$ 20.78
Library Aide	\$ 16.92	\$ 17.91	\$ 18.71	\$ 19.47
Assessment Assistant	\$ 19.50	\$ 20.59	\$ 21.50	\$ 22.38
Secretaries	Probation	Step 1	Step2	Step3
Secretary I (Lead Secretary)	\$ 23.16	\$ 23.63	\$ 24.10	\$ 24.56
Secretary II (Building Secretary)	\$ 20.07	\$ 20.54	\$ 21.01	\$ 21.47
Secretary III (Receptionist)	\$ 19.55	\$ 20.03	\$ 20.49	\$ 20.96
Food Service	Probation	Step 1	Step2	Step3
Lead Cook	\$ 17.58	\$ 18.55	\$ 19.34	\$ 20.14
Lead Satellite Cook	\$ 17.41	\$ 18.39	\$ 19.18	\$ 19.97
Assistant Cook	\$ 17.26	\$ 18.22	\$ 19.01	\$ 19.80
Food Service Delivery Driver	\$ 17.26	\$ 18.22	\$ 19.01	\$ 19.80
Transportation	Probation	Step 1	Step2	Step3
Bus Driver	\$ 21.59	\$ 22.56	\$ 23.54	\$ 24.60
Car Route Driver	\$ 18.97	\$ 19.45	\$ 19.99	\$ 20.52
Bus Shop Assistant	\$ 21.59	\$ 22.56	\$ 23.54	\$ 24.60
Transportation Lead Assistant	\$ 22.62	\$ 23.59	\$ 24.57	\$ 25.63
Bus Attendant	Probation	Step 1	Step2	Step3
Bus Attendant	\$ 16.71	\$ 17.63	\$ 18.39	\$ 19.15
Maintenance	Probation	Step 1	Step2	Step3
Maint.Asst/Freight Driver/Grounds	\$ 21.04	\$ 21.88	\$ 22.75	\$ 23.64
Lead Maint.Asst/Freight Driver/Grounds	\$ 23.10	\$ 23.94	\$ 24.81	\$ 25.70
Courier/Mail Delivery	\$ 17.12	\$ 18.06	\$ 18.85	\$ 19.61
Skilled Trades/HVAC	\$ 24.54	\$ 25.53	\$ 26.44	\$ 27.40
Custodian	Probation	Step 1	Step2	Step3
Custodian	\$ 20.19	\$ 20.56	\$ 20.96	\$ 21.49
Custodian Floater	\$ 20.19	\$ 20.56	\$ 20.96	\$ 21.49
Home Visitor	Probation	Step 1	Step2	Step3
Home Visitor	\$ 18.38	\$ 19.46	\$ 20.32	\$ 21.17
PreSchool Instructor	Probation	Step 1	Step2	Step3
PreSchool Instructor	\$ 19.79	\$ 20.94	\$ 21.50	\$ 22.08
ECEAP Qualified Preschool Instructor	\$ 20.94	\$ 21.50	\$ 22.06	\$ 22.99
Family Support Specialist	Probation	Step 1	Step2	Step3
Family Support Specialist	\$ 19.79	\$ 20.36	\$ 20.71	\$ 21.15
ECEAP Qualified Family Supp Spec	\$ 19.79	\$ 20.94	\$ 21.50	\$ 22.08
Specialists	Probation	Step 1	Step2	Step3
Speech Language Pathology Asst (SLPA)	\$ 27.82	\$ 28.43	\$ 29.21	\$ 30.01
Certified Occupational Therapy Asst (COTA)	\$ 27.82	\$ 28.43	\$ 29.21	\$ 30.01

*Substitutes are paid at 90% of Probation Rate

*Maint/Grounds approved & holding pesticide license gets \$1 more per hour. Refer to Section 18.9.

