

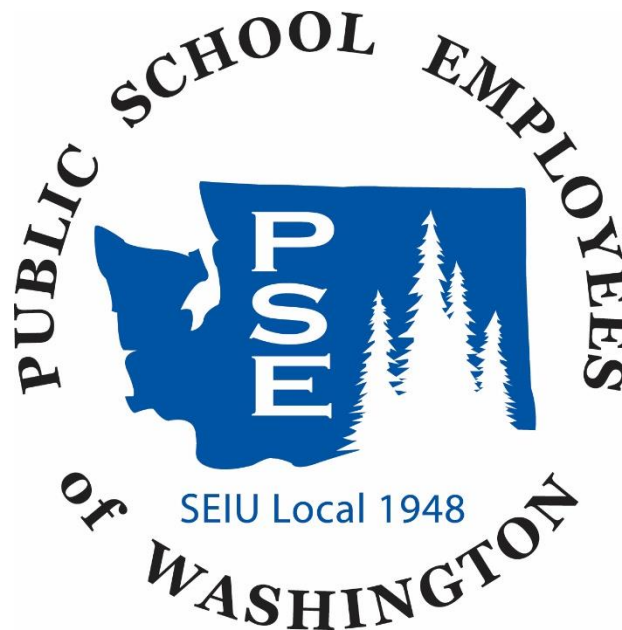
COLLECTIVE BARGAINING AGREEMENT BETWEEN

Morton School District #214

AND

**Public School Employees of
Morton**

SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2024



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

1. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
2. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
3. It is the intent and purpose of the parties hereto to promote the well-being of the employees within the spirit of the Public Employees Collective Bargaining Act, and to establish a basic understanding relative to personnel matters including wages, hours, working conditions and grievance procedures.

PREAMBLE

This agreement is made and entered into between Morton School District Number 214 (hereinafter "District" or "Employer") and the Morton School District local chapter of the Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association"), an affiliate of the Public School Employees of Washington/SEIU Local 1948 state organization.

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, supervisor, or secretary necessarily imply a confidential relationship to the board of directors or an administrator of the District pursuant to RCW 41.56.030 (11).

1 **Section 1.3.**

2 The bargaining unit to which this agreement is applicable is as follows. Any and all employees
3 performing work as classified employees in any of the following subunits: custodial, maintenance,
4 transportation, food service, library technician, and paraprofessional, and Braille transcriber,
5 EXCLUDING students of Morton School District, building secretaries, administrative secretaries,
6 business managers, transportation supervisor, supervisor of custodial-maintenance, and food service
7 supervisor. Substitutes are not subject to the terms of this Agreement except as noted in Section 1.5.
8

9 **Section 1.4.**

10 The District shall make available the job description with the posting of positions within the bargaining
11 unit.
12

13 **Section 1.5.**

14 Substitute employees who work more than thirty (30) days in any calendar year shall be considered
15 regular part-time employees. Section 10.4.1, Section 10.4.2, Article XIV, Article XV and Schedule A
16 are the only provisions of this agreement that apply to such regular part-time employees.
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18
19

20 **ARTICLE II**

21 **RIGHTS OF THE EMPLOYER**
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23

24 **Section 2.1.**

25 It is agreed that the customary and usual rights, powers, functions, and authority of management are
26 vested in management officials of the District. Included in these rights in accordance with applicable
27 laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and
28 assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action
29 against employees; and the right to release employees from duties because of lack of work or for other
30 legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by
31 determining the methods, the means, and the personnel by which such operation is conducted.
32

33 **Section 2.2.**

34 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
35 District. In making rules and regulations, the District shall give due regard and consideration to the
36 rights of the Association and the employees and to the obligations imposed by this agreement.
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40 **ARTICLE III**

41 **RIGHTS OF EMPLOYEES**
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43

44 **Section 3.1.**

45 It is agreed that the employees in the unit defined herein shall have and shall be protected in the
46 exercise of the right to join and assist the Association, or to refrain from such activity. The freedom of
47 such employees to assist the Association shall be recognized as extending to participation in the
48 management of the Association, including presentation of the views of the Association to the board of

1 directors of the District or any other governmental body, group or individual. The parties shall take
2 whatever action may be required or refrain from such action in order to assure that the parties do not
3 interfere with, restrain, coerce or discriminate against employees in regard to encouraging or
4 discouraging membership in any employee organization.

5
6 **Section 3.2.**

7 Each employee shall have the right to bring matters of work related concern to the attention of the
8 immediate supervisor, appropriate Association representatives and/or appropriate officials of the
9 District.

10
11 **Section 3.3.**

12 Employees have the right to have, upon request, Association representatives at disciplinary
13 proceedings between themselves and supervisors or the representatives of the District. When an
14 employee is being asked to attend any meeting that could in any way lead to discipline, they will be
15 informed of their right to bring union representation to the meeting and reasonable accommodation
16 will be given to scheduling such meeting.

17
18 **Section 3.4.**

19 All employees subject to this agreement required to work during scheduled Association meetings shall
20 be allowed up to ninety (90) minutes off to attend such meetings which do not conflict with the regular
21 school day to a maximum of one time per month; provided, that such employee make up such time at
22 the end of his/her shift; and provided further, that such meetings shall not interfere with scheduled
23 activities in the District as long as appropriate notice has been provided to the supervisor.

24
25 **Section 3.5.**

26 The District and Association shall follow law and/or district policy as they pertain to discrimination.

27
28 **Section 3.6.**

29 If the District has reason to reprimand an employee, it shall be done in a private manner which will not
30 embarrass the employee before other employees or the public.

31
32 **Section 3.7.**

33 Employees shall be notified when anything of a positive or negative nature is placed in their personnel
34 file.

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38 **ARTICLE IV**

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40 **RIGHTS OF THE ASSOCIATION**

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42 **Section 4.1.**

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

1 **Section 4.2.**

2 The Association is entitled to have an observer at meetings conducted by any District official or body
3 arising out of grievance and to make known the Association's views concerning the case.
4

5 **Section 4.3.**

6 The Association reserves and retains the right to delegate any right or duty contained herein to
7 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 state
8 organization.
9

10 **Section 4.4.**

11 The District shall, upon request, provide the Public School Employees of Washington/SEIU Local
12 1948 with information regarding each employee in the bargaining unit.
13

14 **Section 4.5.**

15 The Association will designate a conference committee that will meet with the superintendent of the
16 District and the superintendent's representatives on a quarterly basis throughout the school year, with a
17 set agenda.
18

19 **Section 4.6.**

20 Upon request of the president of the Association, current names, work assignments, recorded dates of
21 hire and rate of pay of employees subject to this agreement will be provided at or near the start of each
22 school year, and any changes as they occur.
23
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25

26 **ARTICLE V**

27
28 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
29

30 **Section 5.1.**

31 It is agreed and understood that matters appropriate for communication and negotiation between the
32 District and the Association, prior to changes being made, are those relating to hours, wages, work
33 conditions and grievance procedures.
34
35
36

37 **ARTICLE VI**

38
39 **HOURS OF WORK**
40

41 **Section 6.1.**

42 Each workday shall include one fifteen (15) minute break scheduled as near as possible to the midpoint
43 of each four (4) hours of work.
44

45 **Section 6.2.**

46 All employees who work at least five (5) hours a day will be scheduled a non-paid, duty-free meal
47 period of at least thirty (30) minutes.

Section 6.2.1.

Employees who are approved by their supervisor to work through their duty-free meal period will be compensated at their rate of pay.

Section 6.3.

The workweek shall consist of five (5) consecutive days.

Section 6.4.

Employees will be paid the appropriate rate for the job being performed.

Section 6.5.

Employees shall receive one (1) hour minimum compensation for each callout (show-up).

Section 6.6.

Employees attending training courses or examinations required by state regulation or the District shall be paid their regular rate of pay, plus any fee or tuition. The District will pay the employees, at the regular rate of pay, a minimum of thirty (30) minutes and a maximum of one (1) hour for the physicals only. All other trainings and examinations will be paid, at the regular rate of pay, for the actual time spent in attendance. The District agrees to pay mileage for one (1) car to and from the training site if it is located outside the District; provided, there is no District vehicle available.

Section 6.7.

Bus drivers shall be reimbursed up to the District approved rate for meal expenses incurred when an extra trip extends beyond a regular meal period and the students are provided a meal stop during the trip. A voucher form must be filled out with attached receipt of meal expense.

Section 6.8.

Employees assigned to work a shift and assume the duties of a regular employee of a higher paid classification shall receive compensation equal to that received by the employee of higher paid classification if the assignment is for one (1) full work day. Otherwise, employees shall be paid the substitute rate or their regular hourly rate, whichever is higher.

Section 6.9.

Bargaining unit employees shall have first choice of added summer work for which they are qualified. Seniority rights to the position within the job classification will be granted first.

Section 6.10.

Employees who work in the following positions will be scheduled to work additional days and perform the duties listed below:

Position	Additional Days	Duties
Primary Library	2	<ul style="list-style-type: none">• Prepare AR and STAR for upcoming year• Prepare library computers• Plan for AR rewards
Cooks	1	<ul style="list-style-type: none">• Complete required trainings as directed by immediate supervisor

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ARTICLE VII

OVERTIME

Section 7.1.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1½) the employee's base hourly rate. The employee may, upon request and mutual agreement by the District, take overtime as compensatory time at the rate of one and one-half (1½) hours for each hour worked beyond forty (40) hours in any week. Compensatory time for time worked under forty (40) hours shall be on an hour for hour basis and subject to prior approval.

Section 7.2.

Overtime hours must be authorized by the District superintendent. Supervisor or designee may assume this responsibility in the absence of the superintendent only.

ARTICLE VIII

VACATION AND HOLIDAY SCHEDULE

Section 8.1.

All employees subject to this agreement that work 1,440 hours or more annually shall be entitled to paid vacation time as follows.

After One (1) Year - 2 Weeks
After Eight (8) Years - 3 Weeks
After Sixteen (16) Years - 4 Weeks

The vacation week shall be determined as the employee's average number of hours per day multiplied by five (5), paid at their actual hourly rate.

Section 8.2.

Employees will be granted time off for vacation when application is made at least fourteen (14) days in advance of requested time off. The District will approve or reject applications within three (3) days of receipt of application. These time limits may be waived by mutual consent of the parties. The District will buy back unused vacation at the regular straight time rate if the District has rejected applications equal to 200% (twice) of the time employee has not been allowed to take that year. (Example: employee has earned four (4) weeks vacation – has applied and been denied four (4) times. Each request was of two (2) week duration.)

Section 8.3.

All full-time employees subject to this agreement shall be entitled to the following paid holidays.

- | | |
|-----------------------------------|-----------------------------------|
| 1. New Year's Day | 7. Veterans' Day (if on work day) |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. President's Day | 9. Day following Thanksgiving |
| 4. Memorial Day | 10. Christmas Day |
| 5. July 4 (or one day closest to) | 11. Day before Christmas |
| 6. Labor Day | 12. Day after Christmas |
| | 13. Day before New Year's Day |

Section 8.3.1.

If Christmas and New Year's holidays fall on weekends, the holidays off shall be taken during the week between.

Section 8.3.2.

Effective September 1, 1989, all employees working more than one hundred ninety (190) days but less than two hundred forty (240) days shall be entitled to a paid holiday on New Year's Day.

Section 8.3.3.

All employees working one hundred ninety (190) days or less shall be entitled to the following paid holiday: Christmas Day.

Section 8.4. Worked Holidays.

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

Section 8.5. Holidays During Vacation.

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

Section 8.6.

Any full-time employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final paycheck.

ARTICLE IX

SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE

Section 9.1.

Each employee shall 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 leave per school year. An employee who works eleven (11) work days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated up to the maximum

1 allowed by state statute. The District shall project the number of annual days of sick leave at the
2 beginning of the school year. Sick leave benefits shall be paid on the basis of the base hourly rate
3 applicable to the employee's normal daily work shift; provided, however, that should an employee's
4 normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick
5 leave benefits will be paid in accordance with the employee's normal daily work shift at the time the
6 sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily
7 basis.

8 9 **Section 9.2.**

10 Leave will be granted on the basis of up to five (5) days total per incident for bereavement in the
11 immediate/step family (spouse, child, mother, father, sister or brother, father-in-law, mother-in-law,
12 son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, and grandchild).
13 These days are noncumulative and nontransferable, at full salary.

14
15 The District will allow one day bereavement leave in the case of the death of any of the following
16 family members: uncle, aunt, nephew, or niece. Bereavement shall be in addition to sick leave.

17 18 **Section 9.3.**

19 School employees may make application with their supervisor or superintendent for emergency leave.
20 Such leave will be deducted from the employee's sick leave.

21 22 **Section 9.4.**

23 Upon proof of long-term disability due to injury or illness, and upon approval of the superintendent
24 and board of directors, leave shall be granted up to a maximum of one (1) year. Such employee shall
25 be able to return to the same or a similar position in the bargaining unit.

26 27 **Section 9.5.**

28 Upon written request at least twenty-four (24) hours in advance and subject to District approval, each
29 employee shall be entitled to three (3) days personal leave annually with pay and three (3) days
30 additional personal leave annually without pay. Personal leave is neither sick leave nor bereavement
31 leave and is noncumulative. Employees will be able to cash in their unused personal leave (up to two
32 (2) days) at 62.5% of the substitute rate for your classification, times the number of hours of the
33 employee's regularly scheduled day (maximum of \$50.00 per employee per year).

34 35 **Section 9.6. Family Leave.**

36 Eligible employees shall be granted leave under the Family and Medical Leave Act (FMLA) and/or
37 Paid Family Medical Leave (PFML). FMLA and PFML provisions are posted at each worksite.
38 Additional information may be obtained from the Morton School District office.

39 40 **Section 9.7. Leave Sharing.**

41 Employees may participate in the leave sharing program. The leave sharing program is administered
42 in accordance with current state law, specifically WAC 322.126.

ARTICLE X

SENIORITY

Section 10.1.

The seniority of an employee in the bargaining unit shall be established as of the date on which he/she was hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided, with the sole exception of bus drivers (see 10.1.1). Substitute or Temporary work performed prior to regular employment does not count toward seniority.

Section 10.1.1.

Seniority rights for bus drivers are determined for those only with the bus driver position. All bus driver seniority rights are determined by hire date among bus drivers only.

Section 10.2.

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

- A. Resignation.
- B. Discharge.
- C. Retirement.

Section 10.3.

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

- A. Time lost by reason of industrial accident, 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; or
- C. Time spent on other authorized leaves of absence, not to exceed one year.
- D. Change of position from one classification to another. The employee shall retain but not accrue seniority in the previously held classification.

Section 10.4.

The employee with the earliest hire date shall have preferential rights regarding vacation periods. The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with those individuals junior to him/her. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees its reasons why the senior employee or employees have been bypassed.

Section 10.4.1.

Substitutes satisfying the definition of thirty (30) workdays in a twelve (12) month calendar year shall be granted an interview for open positions in their respective classification.

Section 10.5.

The District shall publicize the availability of open and/or vacant positions as soon as possible after the District is apprised of the opening. Current classified staff will be given consideration and an

1 interview for open positions. A copy of the job posting shall be forwarded to the president of the
2 Association.

3
4 **Section 10.6. Layoff.**

5 If there is a need to eliminate one or more positions in the bargaining unit that the District anticipates
6 will result in layoffs, the District will proceed according to the following procedures:

- 7
8 1. The District will first identify the positions to be eliminated based on District needs.
- 9
10 2. The District will then identify any vacant or new positions known at the time of the position
11 elimination. In the event one or more positions are to be eliminated, the District may place
12 displaced employees in an equivalent vacant position in their current classification, without
13 posting the vacant position. The District may add time to an existing position without posting
14 in order to ensure the employee does not suffer a loss of hours or pay.
- 15
16 3. If after consideration of existing vacancies, and with input from the employee pursuant to item
17 5 below, the District determines that there is still a need to proceed with layoffs, the District
18 will displace less senior employee(s) in each classification as necessary to create equivalent
19 positions for any more senior displaced employees, without a loss of hours or pay.
- 20
21 4. If any employee displaced in Step 3 has more seniority than other remaining employees, the
22 District will repeat Step 3 until displaced employee(s) have no less senior employee(s) to
23 displace. The remaining employee(s) will then be identified for layoff.
- 24
25 5. Before deciding on the placement of an employee in a position pursuant to the above
26 procedures, the Superintendent and employee will discuss available options and seek to reach
27 agreement on the employee's placement. Consideration shall be given to the employee's
28 experience and abilities, including experience in any sub-category within classifications (for
29 example, Title/Special Education, Library, or Instructional for Paraeducators). If an agreement
30 is not reached, the District retains the right to determine placement pursuant to Section 2.1.
- 31
32 6. If during the above process the District determines that seniority rights should not govern
33 because a junior employee possesses ability and performance substantially greater than a senior
34 employee or senior employees, the District shall set forth in writing, if requested, to the
35 employee or employees and the organization's president its reasons why the senior employee or
36 employees have been bypassed.

37
38 Employees who are laid off will be placed on a re-employment list maintained by the District
39 according to seniority. Employees on the re-employment list have priority in filling an opening
40 in the classification held immediately prior to layoff. Names shall remain on the re-
41 employment list for two (2) years.

42
43 **Section 10.7.**

44 Employees on layoff status shall file their addresses in writing with the personnel office of the District
45 and shall thereafter promptly advise the District in writing of any change of address.

1 **Section 10.8.**

2 An employee shall forfeit rights to reemployment as provided in Section 10.6 if the employee does
3 not comply with the requirements of Section 10.7, or if the employee does not respond to the offer
4 of reemployment within five (5) work days.

5
6 **Section 10.9.**

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

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11
12
13 **ARTICLE XI**

14
15 **PROBATIONARY PERIOD**

16
17 **Section 11.1.**

18 Each new hire shall remain in a probationary status for a period of not more than sixty (60) work days
19 following the hiring date. During this probationary period the District may discharge such employee
20 with or without cause.

21
22 **Section 11.2.**

23 At the end of the probationary period, the employee will be subject to all rights and duties contained in
24 this agreement retroactive to his/her hire date.

25
26 **Section 11.3.**

27 Employees assigned to a position new to them shall have a fifteen (15) workday trial period in the new
28 position. During this trial period the employee may voluntarily return to the position previously held
29 and the employer may demote the employee to the position previously held with cause.

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31
32
33 **ARTICLE XII**

34
35 **DISCHARGE OF EMPLOYEES**

36
37 **Section 12.1.**

38 Following due process, the District may discipline and/or discharge any employee subject to this
39 agreement for justifiable cause. Discipline will be progressive in nature.

40
41 **Section 12.2.**

42 The issue of justifiable cause shall be resolved in accordance with the grievance procedures of this
43 agreement.

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ARTICLE XIII

INSURANCE

Section 13.1.

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

Section 13.1.1.

Availability – Qualified employees who work or will work a minimum of 630 hours during the school year. Open enrollment is set by SEBB. Qualified employees are responsible for enrolling online or with forms provided by SEBB.

Section 13.1.2.

Benefits – Qualified employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. Qualified employees may select a carrier approved by SEBB. Terminated employees or employees who terminate their employment will have their coverage terminate at the end of the current month.

Section 13.1.3.

Premiums – The District shall pay its portion of the employee premium as established by SEBB. Employees will be responsible for their portion of the premium.

Section 13.1.4.

Any additional premium surcharges will be paid by the employee.

Section 13.2.

The District shall provide liability coverage for all employees subject to this agreement.

ARTICLE XIV

MAINTENANCE OF MEMBERSHIP

Section 14.1.

Each employee subject to this agreement, who, on the effective date of this agreement, is a member of the Association in good standing, shall, maintain his/her membership in the Association in good standing during the period of this agreement, unless revoked through contact with the Association.

Section 14.2.

The District agrees to accept dues authorizations via paper form or by E-signature in accordance with “E-SIGN”. PSE will provide a list of those members who have agreed to union membership via any of the above methods.

PSE will be the custodian of the records related to dues authorizations and agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

1 **Section 14.3**

2 The District will notify the Association of all new hires within ten (10) work days of the hire date.

3
4 The District and the Association will work collaboratively to ensure compliance with state law as it
5 pertains to access to new employees for the purposes of presenting information about their exclusive
6 bargaining representative.
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10 **ARTICLE XV**

11 **CHECKOFF**

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13
14 **Section 15.1.**

15 Upon written authorization of any public employee within the bargaining unit, the District shall deduct
16 from the pay of such public employee the monthly amount of dues, certified by the secretary of the
17 Public School Employees of Washington / SEIU Local 1948 (PSE), and shall transmit the same to the
18 treasurer of PSE.
19

20 **Section 15.2.**

21 The District shall deduct local dues as established by the local PSE chapter and remit the same to the
22 treasurer of the local PSE chapter. If any change in amount or process is made to the established local
23 dues deduction, the chapter will notify the District prior to July 15 of each year.
24

25 **Section 15.3. Committee on Political Empowerment.**

26 The District shall, upon receipt of written authorization that conforms to legal requirements, deduct
27 from the pay of such bargaining unit employee the amount of contribution the employee voluntarily
28 chooses for deduction for political purposes and shall transmit the same to the treasurer of PSE/SEIU
29 1948. Section 15.4 of the Collective Bargaining Agreement shall apply to these deductions. The
30 employee may revoke the request at any time. At least annually, the employee shall be notified by the
31 Public School Employees of Washington/SEIU Local 1948 State Office about the right to revoke the
32 request.
33

34 **Section 15.4. Hold Harmless.**

35 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
36 orders, and/or judgments against the District on account of any check-off of Association dues or
37 voluntary political contributions.
38
39
40

41 **ARTICLE XVI**

42 **GRIEVANCE PROCEDURE**

43
44 **Section 16.1.**

45 Grievances or concerns arising between the District and its employees within the bargaining units
46 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
47 terms and conditions of this agreement, shall be resolved in strict compliance with this article.
48

Section 16.2. Grievance Steps.

Section 16.2.1.

The employee shall first discuss the grievance or concern with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an Association representative at such discussion. All grievances or concerns not brought to the immediate supervisor in accordance with the preceding sentence within ten (10) work days of the occurrence of the grievance or concern shall be invalid and subject to no further processing.

Section 16.2.2.

If the grievance or concern is not resolved to the employee's satisfaction within five (5) work days in accordance with the preceding subsection, the employee shall have ten (10) work days to file in writing a statement of the grievance containing the following.

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

The employee shall submit the written statement of grievance to his/her immediate supervisor for reconsideration and shall submit a copy to the superintendent. The parties will have ten (10) days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 16.2.3.

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

Section 16.2.4.

If no satisfactory settlement is reached at Section 16.2.3, the Association within fifteen (15) work days of the receipt of the Section 16.2.3 decision may appeal the final decision of the Employer to the American Arbitration Association or the Public Employment Relations Commission (PERC) for arbitration under the voluntary rules. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this agreement may be submitted to arbitration unless specifically and expressly excluded within this section.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the grievant(s).

1 Jurisdiction of Arbitrator:

2 The arbitrator shall be without power or authority to add to, subtract from or alter any of the
3 terms of this agreement.

4
5 The arbitrator shall be without power or authority to make any decision which requires the
6 commission of an act prohibited by law.

7
8 Time Limits:

9 Time limits provided in this procedure may be extended by mutual agreement when signed by
10 the parties.

11
12 Failure on the part of the Employer at any step of this procedure to communicate the decision
13 on a grievance within the specific time limit shall permit the Association to lodge an appeal at
14 the next step of this procedure.

15
16 Any grievance not advanced by the grievant from one step to the next within the time limits of
17 that step shall be deemed resolved by the employee's answer at the previous step.

18
19 Accelerated Grievance Filing:

20 Any grievance that has been filed prior to the termination date of this contract may be
21 processed to conclusion even if the contract has expired.

22
23 Reprisals:

24 No reprisal of any kind will be taken by the Employer against any employee because of his/her
25 participation in any grievance.

26
27 Costs:

28 The parties shall share the fees and expenses of the arbitrator equally, All other expenses shall
29 be borne by the party incurring them.

30
31 **Section 16.3.**

32 The employer shall not discriminate against any individual employee or the Association for taking
33 action under this article.

ARTICLE XVII

SALARIES

Section 17.1.

Salaries for employees subject to this agreement, during the term of the agreement for all approved hours worked, are contained in the chart below:

	Years of Experience								
	0	1	2	3	4	5-8	9-13	14-19	20
Pay Level 1	\$13.69								
Pay Level 2	\$16.00	\$16.20	\$16.50	\$16.90	\$17.30	\$17.90	\$18.60	\$19.30	\$20.00
Pay Level 3	\$18.50	\$18.70	\$19.00	\$19.40	\$19.80	\$20.40	\$21.10	\$21.80	\$22.50

The following positions are assigned to each pay level in the above schedule:

Pay Level 1	Bus Standby Time
Pay Level 2	Cook, Paraeducator
Pay Level 3	Braille Transcriber, Bus Driver, Certified Library Technician, Custodian, Maintenance, Paraeducator with Associates Degree or Higher

As the District adds new positions, not listed above, the pay level will be determined by the District until negotiated in good faith through the collective bargaining process.

Section 17.1.1.

IPD (Implicit Price Deflator) is used each year, when funded by the State, to adjust the wages in the schedule above according to the process below:

1. The cell at 'Pay Level 3' and '4 Years' is used to determine the amount applied to all cells.
2. 'Pay Level 3 – 4 Years' is multiplied by the IPD and this value is rounded up to the nearest \$0.05 value.
3. The new, rounded value is applied to all cells.

Section 17.2.

Salaries contained in Section 17.1 shall be for the entire term of this agreement. 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 17.3.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this agreement.

1 **Section 17.4.**

2 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of
3 this agreement.
4

5 **Section 17.5.**

6 Employees attending training courses or examinations required by state regulation or the District shall
7 be paid their regular rate of pay, plus any fee or tuition. The District will pay the employees, at the
8 regular rate of pay, a minimum of thirty (30) minutes and a maximum of one (1) hour for the physicals
9 only. All other trainings and examinations will be paid, at the regular rate of pay, for the actual time
10 spent in attendance. The District agrees to pay mileage for one (1) car to and from the training site if it
11 is located outside the District; provided, there is no District vehicle available.
12

13 **Section 17.6.**

14 Employees shall be paid at their regular rate for open house, music programs, mandatory in-service
15 training, etc. when approved by the supervisor.
16

17 **Section 17.7.**

18 Employees subject to this agreement who are required in the course of their employment to use their
19 personal vehicles shall be reimbursed by the District for mileage at the maximum state allowable rate.
20
21
22

23 **ARTICLE XVIII**

24 **TERM**
25
26

27 **Section 18.1.**

28 The term of this agreement shall be September 1, 2021 to August 31, 2024.
29

30 **Section 18.2.**

31 All provisions of this agreement shall be applicable to the entire term of this agreement
32 notwithstanding its execution date, except as provided in the following section.
33

34 **Section 18.3.**

35 This agreement may be reopened and modified at any time during its term upon the mutual consent of
36 the parties in writing.
37

38 This agreement shall be reopened as necessary to consider the impact of any legislation enacted
39 following the execution of this agreement which may arguably affect the terms and conditions herein
40 or create the authority to alter personnel practices in public employment.
41
42
43
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ARTICLE XIX
TRANSPORTATION

Section 19.1. Definitions.

Section 19.1.1. Regular Routes.

Regular routes are defined as any route segment or group of segments serving schools on a home-to-school or school-to-home basis and may include all repetitive assignments occurring on a daily or near daily basis and that fall within the obligated route time.

Section 19.1.2. Extra Trips.

Extra trips are defined as, but not limited to, co-curricular or athletic trips, non-continuous with a.m. and p.m. routes and may also include trips that encompass the driver's obligated route time.

Section 19.1.3.

On-Duty (Driving). Whenever the driver is actually driving, or the trip supervisor requests that the driver remain with passengers.

On-Duty (Standby). Whenever a driver is not driving, but on call ready for driving duty and not required by the trip supervisor to remain on or near the bus.

Off-Duty. Whenever a driver is not in an "on-duty (driving)" or "on-duty (standby)" status.

Section 19.2.

Drivers shall receive one (1) hour minimum compensation for each callout/show-up. This shall include callout/show-up for unnotified cancelled transportation trips unless the District has called or attempted to call the employee prior to the scheduled callout time.

Section 19.3. Extra Trips.

All extra trips shall be assigned on a rotating seniority basis and shall be guaranteed a minimum of one (1) hour regular driver's rate. Rotation shall begin with the most senior driver at the beginning of each month and continue on a rotation basis where the rotation left off. The rotation shall return to the most senior driver at the beginning of each month. The District will post extra trips one (1) week in advance or more when possible, and drivers shall accept or decline. In the event a substitute has been assigned to the regular route and the extra trip is cancelled, the substitute will be cancelled and the driver will retain his/her regular route. In the event the substitute has already left, the driver may take the greater of two (2) hours call time or his/her regular time and wages for the regular route.

Section 19.3.1.

When qualified substitutes are not available, then the least senior driver last contacted shall take the trip.

Section 19.4.

Bus drivers shall be reimbursed District approved expenses incurred when an extra trip extends beyond a regular meal period and the students are provided a meal stop during the trip. A travel reimbursement form must be completed along with a receipt of meal expense, and turned in to the District office with the signature of the transportation supervisor.

Section 19.5.

The District will compensate transportation employees who attend approved bus drivers' training school at the standby rate for all hours spent in required training. The District also agrees to pay mileage for one (1) car to and from the training site if it is located outside the District; provided, there is no District vehicle available.

Section 19.6.

Co-curricular transportation trips shall be divided by seniority among interested regular bus drivers on a monthly basis with the interested senior driver on a rotating basis selecting his/her share of trips. In the event no drivers are available or interested, substitutes may be assigned.

Section 19.6.1.

Bus drivers assigned to an overnight event requiring them to be away from home for the day(s) between the to and from transit days, shall receive pay for actual time worked. Reasonable expenses for room and board specified by school board policy shall also be provided.

Section 19.7.

Upon approval of the transportation supervisor a driver shall be paid one (1) hour at the on-duty (driving) rate of pay for an exterior wash.

Section 19.8.

New or open routes and runs that change time by fifteen (15) minutes or more, for a period of fifteen (15) consecutive days shall be considered open and will be posted for five (5) days.

All runs shall be posted within five (5) days of their creation or vacancy. Routes shall be awarded by seniority.

ARTICLE XX

STAFF DEVELOPMENT

Section 20.1.

Staff are encouraged to approach their immediate supervisor about training opportunities in which they desire to participate in.

ARTICLE XXI

SUBSTITUTING

Section 21.1. Paraeducator Substituting for Certificated Staff.

At the discretion of the building principal classified staff may be placed into roles where they will substitute for certificated staff. When this occurs staff will be paid for 7.75 hours for a full day, 3.875 hours for a half day, or for 1.00 hours for each hour or period in which they sub. The rate of the pay will be the base certificated pay rate as paid to certificated substitutes who have met the thirty (30) day threshold for the higher substitute rate.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF MORTON

MORTON SCHOOL DISTRICT #214

BY: 
Christine Merriman, Chapter President

BY: 
John Hannah, Superintendent

DATE: Jun 25, 2021

DATE: Jun 28, 2021