

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**MOUNT BAKER SCHOOL DISTRICT #818**

AND

**MOUNT BAKER PUBLIC SCHOOL EMPLOYEES #507**

**SEPTEMBER 1, 2021 - AUGUST 31, 2024**



**Public School Employees of Washington/SEIU Local 1948**

P. O. Box 798

Auburn, Washington 98071-0798

1-866-820-5652

[www.pseclassified.org](http://www.pseclassified.org)

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# DECLARATION OF PRINCIPLES

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

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.

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

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

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

## PREAMBLE

This Agreement is made and entered into between Mount Baker School District Number 507 (hereinafter "District" or "Employer") and the Mount Baker Chapter of the Public School Employees of Washington, an affiliate of the Public School Employees of Washington/SEIU Local 1948 State Organization (hereinafter "Association").

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

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, 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, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (12).

1  
2 **Section 1.3.**

3 The School District agrees to maintain a written description of job responsibility for each of the job  
4 classifications within the confines of this contract. The District will provide the Association with such  
5 amendments, changes, and additions to job descriptions as they may from time to time occur; provided,  
6 however, modification of existing positions, or the creation of new positions, shall require reopening of  
7 this Agreement pursuant to Article XVII, Section 17.2 to negotiate salary only. "Other duties as assigned"  
8 means duties within the same general job classification.  
9

10 **Section 1.3.1. Job Review.**

11 Requests for reevaluation of existing positions shall be made in writing by the employee, to the  
12 Superintendent and the Association President. A Job Review Committee, made up of two (2)  
13 representatives from the District and two (2) representatives of the Association, shall review  
14 those positions whose responsibilities and/or skill requirements may have changed significantly.  
15 The final recommendations of the Committee shall be advisory and be non-binding on both  
16 parties.  
17

18 **Section 1.4.**

19 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the  
20 following general job classifications: Paraeducator, Custodial-Maintenance, Child Nutrition Services,  
21 Secretarial-Clerical, Special Services, and Transportation. The following positions are exempt from  
22 representation: 1) Director of Transportation, 2) Director of Maintenance & Water Distribution, 3)  
23 Executive Director of Finance & Operations, 4) Business Manager, 5) Director of Technology, 6) Child  
24 Nutrition Director, 7) Student Information Specialist, 8) Accounts Payable & Substitute Specialist, 9)  
25 Payroll & Benefits Specialist, 10) Human Resources Coordinator & Assistant to the Superintendent, and  
26 11) Superintendent's Secretary.  
27

28 **Section 1.4.1.**

29 Substitute classified employees who work more than thirty (30) days in any budget year period  
30 shall be included within the bargaining unit, hereinafter: included substitutes. Included  
31 substitutes shall be entitled to the rights and benefits of Articles VII (Section 7.1.3 only), IX, XV  
32 and XVI only.  
33  
34  
35

36 **ARTICLE II**

37 **RIGHTS OF THE EMPLOYER**  
38  
39

40 **Section 2.1.**

41 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
42 vested in management officials of the District. Included in these rights in accordance with applicable  
43 laws, regulations, and the terms and conditions of this Agreement, the District has the right to direct the  
44 work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
45 suspend, discharge, demote, or take other disciplinary action against employees; and the right to release  
46 employees from duties because of lack of work or for other legitimate reasons. The District shall retain  
47 the right to maintain efficiency of the District operation by determining the methods, the means, and the  
48 personnel by which such operation is conducted.

1  
2 **Section 2.2.**

3 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
4 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
5 matters of working conditions, the District shall give due regard and consideration to the rights of the  
6 Association and the employees and to the obligations imposed by this Agreement.  
7  
8  
9

10 **ARTICLE III**

11  
12 **RIGHTS OF EMPLOYEES**  
13

14 **Section 3.1.**

15 It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in  
16 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.  
17 The freedom of such employees to assist the Association shall be recognized as extending to  
18 participation in the management of the Association, including presentation of the views of the  
19 Association to the Board of Directors of the District or any other governmental body, group or  
20 individual. The District shall neither encourage nor discourage membership in any employee  
21 organization.  
22

23 **Section 3.2.**

24 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
25 Association representatives and/or appropriate officials of the District.  
26

27 **Section 3.3. Evaluations.**

28 All employees shall be evaluated annually by their supervisor. Probationary employees will be  
29 evaluated within their first ninety (90) days. All evaluations shall use the form included as Attachment  
30 A of this Agreement. The evaluation process is intended to be consistent District-wide. A copy of any  
31 evaluation shall be given to the employee within a week of completion of the evaluation. If an employee  
32 receives an unsatisfactory evaluation, the employee shall receive specific suggestions of how to improve  
33 work performance.  
34

35 **Section 3.4.**

36 Employees, upon request, have the right to inspect all contents of their complete personnel files kept  
37 within the District in the presence of a principal or superintendent. Anyone, at the employee's request,  
38 may be present in this review. Any derogatory material not shown to an employee within ten (10) days  
39 after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary  
40 action against such employee. An employee shall have the right to attach his/her own written comments  
41 relating to material in the files.  
42

43 **Section 3.4.1.**

44 At the written request of an employee submitted to the Human Resources Department, and only  
45 upon approval by the Superintendent and the employee's supervisor, all disciplinary material  
46 contained in the personnel file shall be removed after two (2) years if the employee has not been  
47 issued any subsequent disciplinary action. A request to remove disciplinary material from the  
48 personnel file shall not be unreasonably denied. The decision of the Superintendent and

supervisor is not grievable with respect to materials relating to the following misconduct:  
harassment,  
intimidation or bullying; on-duty use of alcohol, illegal drugs, or marijuana; or conduct  
endangering students or causing harm to students.

### **Section 3.5. Hiring Process.**

The value of representation from the classified employees in hiring practices is understood. Whenever possible, classified employees from within the PSE bargaining unit will be included in the hiring process.

It is understood that team leaders will make a good faith, reasonable effort to assemble a hiring team that represents various interests and points of view related to the position in question.

Classified employees interested in serving on hiring process teams during the summer months will provide their name, address and telephone number in writing to the District Office. The list will be maintained by the District and accessed by team leaders, to help build their hiring team.

## **ARTICLE IV**

### **RIGHTS OF THE ASSOCIATION**

#### **Section 4.1.**

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

#### **Section 4.2.**

The Association is entitled, at the employee's request, to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

#### **Section 4.3.**

The District shall send the following information about each member of the bargaining unit to Public School Employees of Washington/SEIU Local 1948 of Washington by December 1: name, address, position held, member or non-member of Public School Employees of Washington/SEIU Local 1948, FTE, wage rate, and HCA monthly contribution rate. The District shall provide Public School Employees of Washington/SEIU Local 1948 with the above information for new employees throughout the year.

#### **Section 4.4.**

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

1 **Section 4.5.**

2 It is mutually agreed that the Association will be involved in the development of the school calendar.

3  
4 **Section 4.6.**

5 The Association and District will not unlawfully discriminate against any employee in contravention of  
6 applicable federal and state laws and regulations concerning equal employment opportunity.

7  
8 **Section 4.7.**

9 The Association President and designated representatives may be provided time off without loss of pay  
10 to a maximum of ten (10) days per year for the purpose of conducting Association business. The  
11 Association agrees to reimburse the District for the full cost of substitutes required for such release time.  
12 The Association President shall provide the Superintendent and the employee's supervisor at least two  
13 (2) school business days advance notice of each employee's actual use of Association leave. No more  
14 than two (2) employees per single classification or four (4) total employees district-wide may utilize  
15 such leave on any given day except for bargaining.

16  
17 **Section 4.8. In-District Association Business.**

18 The Association shall have the right to use the District internet and e-mail for communication purposes.  
19 All use shall meet District technology use policies and procedures. The Association acknowledges that  
20 emails passing through a District email server are subject to disclosure under a Request for Public  
21 Records.

22  
23  
24  
25 **ARTICLE V**

26  
27 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

28  
29 **Section 5.1.**

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

34  
35 **Section 5.2.**

36 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
37 the other party to advise, discuss or consult regarding matters concerning working conditions not  
38 covered by this Agreement.

39  
40 **Section 5.3. Conference Committee.**

41 The Association will designate a Conference Committee of no less than three (3) members and not larger  
42 than the Association's Executive Board. The Conference Committee's purpose is to meet with the  
43 Superintendent and/or designee, and other representatives designated by the Superintendent, on a  
44 mutually agreeable regular basis, with the goal of scheduling meetings outside of participating  
45 employee's scheduled work hours, to discuss interests related to this Collective Bargaining Agreement.  
46 Participating employees will receive release time with no loss in pay for travel and attendance.  
47 Substitutes, if necessary and available, will be provided.



## ARTICLE VI

### HOURS OF WORK AND OVERTIME

#### **Section 6.1.**

The workweek shall consist of five (5) consecutive days, starting Monday and concluding Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Any exception to the aforementioned workweek must be mutually approved by the parties.

#### **Section 6.2.**

Each employee shall be assigned to a definite and regular shift and workweek which shall not be changed without prior notice to the employee of ten (10) workdays; provided, however, that such notice may be waived by the employee.

#### **Section 6.3.**

The District shall establish and assign work shifts to each employee with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties, plus rest periods of four (4) minutes for each hour of work (portion of hours shall be rounded to the next one-fourth [1/4] increment). Shifts in excess of four (4) hours per day shall include, in addition to the above, a lunch period of not less than thirty (30) minutes to be as near the middle of the shift as possible. For transportation employees, extra trips will be considered as a part of the shift for the day for the purpose of planning breaks.

##### **Section 6.3.1.**

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

#### **Section 6.4. Custodial Shift Differential.**

Shift differential pay, as set forth in Schedule A, worked by custodians will be granted for all hours worked after 4:00 P.M. The shift differential pay shall be seventy-five (\$0.75) cents per hour, which shall be in addition to the employee's regular rate of pay as expressed on Schedule A.

Shift differential applies to school days only with the understanding that employees work a shift that ends not later than 4:00 P.M. on non-student days unless otherwise approved in advance by the employee's supervisor. In such instances, the employee shall be entitled to the shift differential, unless such time worked is paid at the overtime rate.

Substitute custodians shall be eligible for this provision beginning on their first (1<sup>st</sup>) day of substitute employment.

##### **Section 6.4.1. Substitute Lead Custodians.**

The ability to substitute for an absent lead custodian shall be offered on a seniority basis within



that lead custodian's building pursuant to Section 9.7. If no custodians are willing or available to fill the position in that building, the District will assign a substitute.

#### **Section 6.5.**

Employees requested to work the entire shift of a position regularly filled by an employee in a higher paid classification in lieu of their own regular shift shall receive the hourly rate for the higher paid classification, at the incremental step level of the employee requested to work the shift. Employees requested to work the entire shift of a position regularly filled by an employee in a lower paid classification in lieu of their own regular shift shall receive the hourly rate for the classification of the employee requested to work the shift.

#### **Section 6.6. Transportation - Regular Routes.**

Recognizing that personnel in the Transportation classification present special shift considerations, the parties agree that shifts shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Transportation Director; provided, however, that employees in the Transportation classification shall be entitled to the benefits of Section 6.3 to the same degree as any other employee; and provided further that all bus drivers shall receive pay for one-half (½) hour per day for the purpose of bus pre-trip inspection and fueling in addition to actual hours of driving time. A regular route is defined as a minimum of two (2) hours per shift, either an AM or PM route. For purposes of calculating a minimum shift, the thirty (30) minutes provided for bus pre-trip inspection and fueling shall be included as part of the two (2) hour minimum. In addition, each driver shall receive one (1) hour per week for the purposes of bus cleaning, paperwork or other necessary task assigned by the Transportation Director.

All trips other than regular daily scheduled bus routes shall be compensated at the employee's base hourly rate for the duration of the trip, except as provided herein. Employees shall be paid for actual layover time to a maximum of one (1) hour per day when connecting routes occur within a shift; break time shall be taken within this layover period, provided, however, break time cannot be used to modify unpaid layover time. Those employees who do not get layover time equal to or greater than total break time, shall receive pay for unused break time in addition to regular hours of work.

Shifts scheduled with more than one (1) hour layover due to early release or special scheduling, shall be compensated in the following manner: Two (2) hours pay for the first route plus one-half (1/2) of the total shift time for the second route, added together for a total time. Example: A three (3) hour shift would be compensated for three and one-half (3-1/2) hours. Two (2) hours for the first route, three (3) divided by two (2) equals one and one half (1 ½) hours for the second route, totaling three and one-half (3-1/2) hours.

Drivers will receive a minimum of one (1) hour pay for each Drivers' Staff Meeting. Drivers shall receive a minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday. The District shall, insofar as possible, provide senior drivers the opportunity to work eight (8) hours.

Due to minimum shift time, drivers may have unworked paid time. Drivers may flex their unworked paid time during the week, when approved by the supervisor. However, flex time may not be used to cover trips normally assigned via the rotating trip roster. If the driver chooses not to flex his/her unworked paid time, the driver may be required to perform additional job-related duties, as assigned by the supervisor, at the time of their paid shift.

1  
2 **Section 6.6.1.**

3 The Transportation Director shall post, four (4) workdays prior to the annual bid meeting, the  
4 route duties for the current school year. Route times will be indicated as accurately as possible.  
5 Drivers will be able to choose routes according to seniority.  
6

7 Regular routes, including FIT, late routes including but not limited to Boys & Girls Club, and  
8 mid-day routes will be the three (3) major routes provided for a basis of bid at the annual  
9 meeting. Additional routes may be added only at the mutual agreement of both parties with ten  
10 (10) days' advance notice of the annual meeting. Regular Drivers signing up to substitute for any  
11 routes shall sign up at the annual bid meeting.  
12

13 Bus routes that are increased or decreased by one (1) hour or more per day during the school  
14 year, shall be posted as provided in Article IX, Sections 9.7 and 9.10 of this Agreement, and shall  
15 be subject to both bidding and bumping rights. All drivers interested in posted bus routes shall  
16 be required to attend a meeting called by the Transportation Director no later than five (5)  
17 workdays after posting of routes and duties.  
18

19 In extraordinary circumstances related to student needs, and after consultation with the  
20 Association and affected drivers, the District may transfer drivers from one route to another for  
21 the balance of the school year. Transferred drivers will not suffer a reduction of benefits or  
22 hours.  
23

24 **Section 6.6.1.1. Transportation - Late Routes.**

25 Late Routes shall be defined as a Jr/Sr High School after school activity route that  
26 originates from the high school campus, scheduled after the P.M. route. In support of the  
27 regular daily school schedule, late routes shall be compensated in accordance with  
28 Schedule A herein as follows:  
29

30 In lieu of the historical time-and-a-half compensation, the Late Routes shall be  
31 compensated at two and one quarter (2.25) hours for the Kendall and Acme areas and two  
32 (2.00) hours for the Harmony area.  
33

34 Late runs for the purposes of unemployment claims shall be considered a part of base  
35 pay.  
36

37 **Section 6.6.1.1.1.**

38 Regular drivers signing up for late routes shall sign up at biddings held at the start  
39 of each semester. If a driver misses more than ten percent (10%) of their assigned  
40 late routes in a semester for reasons not covered under Section 8.1.2 or Section 8.2  
41 of this Agreement, that driver will not be eligible to drive their late routes for the  
42 duration of the semester and will not be allowed to bid for a late routes the  
43 following semester.  
44

45 **Section 6.6.1.2. Transportation - Midday Routes.**

46 Drivers will receive a minimum of one (1) hour pay for each midday route.  
47  
48

**Section 6.6.2. Transportation - Extra Trips:**

Extra Trips are defined as all trips other than those specified above as routes.

**A. All Extra Trips:**

1. Drivers will be paid for their regular assigned route or for the duration of the trip whichever is greater.
2. Drivers to be compensated at one and one half (1 ½) times the stated rate for all hours worked over forty (40) during any workweek.
3. The driver is expected to be available for supervision while on site with the exception of breaks and meals.
4. The driver is expected to notify the trip advisor when they are taking breaks or meals.

Overnight trips shall be compensated as follows: The day of departure and the day of return drivers shall be paid pre-trip to post-trip and for any time spent supervising the event. On additional days, drivers shall receive six (6) hours of pay or payment for actual time worked, whichever is greater. It is understood that an eight (8) hour unpaid, duty free, rest period will be provided for each twenty-four (24) hours worked, and individual lodging will be provided for drivers assigned to overnight trips when it is available.

**B. Assignment:**

All trips, other than the exceptions noted below, shall be assigned via a rotating roster. Ski trips shall be assigned via a separate rotating roster.

Exceptions:

1. Regularly assigned daily routes.
2. Late routes.
3. Trips which conflict with an employee's scheduled route or work shift. Provided, however, if an overnight trip or an extra trip of more than four and one-half (4-1/2) hours conflicts with an employee's scheduled route or work shift, that trip shall be subject to the roster.
4. Past practice of vocational agriculture: Vocational Agriculture teachers (total of 3) shall be allowed to transport students in a school bus only during normal classroom hours; further, for instructional activities conducted from the end of the School Day through 4:30 p.m., only one (1) Vocational Agriculture teacher may transport students in a school bus. Such school bus transportation shall be limited to the area of Whatcom County.
  - a. It is recognized that FFA may use support vehicles for out of Whatcom County trips if participation is less than twenty five (25) students for combined programs.

- 1 5. The District may contract use of a total of four (4) “Motor Coach Style” busses for no  
2 more than three (3) school-related activities.  
3

4 **Section 6.6.2.1. Extra Trip Roster – Red Dot System.**

5 The Red Dot System is used to manage the Extra Trip Roster (ETR) after it is established  
6 at the start of each school year.  
7

- 8 1. Non-Probationary Drivers may sign up voluntarily for the ETR twice annually.  
9 First semester the sign-up will take place at the annual bid meeting. Sign-up for  
10 second semester shall take place during the ten (10) school days prior to winter  
11 break.  
12
- 13 2. Drivers are listed in order of seniority, beginning with the most senior to least  
14 senior for the first semester ETR. Drivers being added to the rotating roster  
15 during the school year shall be added to the bottom of the current roster.  
16
- 17 3. Drivers may accept or pass an available trip.  
18
- 19 4. A driver who passes, receives a red dot and moves to the bottom of the roster.  
20
- 21 5. Two passes (red dots) per semester shall result in removal from the ETR for the  
22 remainder of that semester.  
23
- 24 6. The driver who accepts an available trip immediately moves to the bottom of the  
25 ETR.  
26
- 27 7. The driver who initially accepts and later passes an available trip receives a red  
28 dot and goes to the bottom of the ETR.  
29
- 30 8. The exceptions are for:  
31 a. Conflict with other school-related work that has been approved or assigned  
32 prior to the ETR. A driver may elect to pass on a roster trip if their  
33 scheduled hours of driving or school-related work are not increased by one  
34 (1) hour or more.  
35
- 36 b. Conflict with jury duty, bereavement leave or medical emergency. If an  
37 employee claims a medical emergency as a reason for passing on an  
38 available trip, the employee shall be required to provide to the  
39 Transportation Director documentation of such emergency.  
40
- 41 c. Late (less than 24 hours) notice.  
42
- 43 d. A red dot shall not be assigned for trips not taken on dates that coincide  
44 with paid leave or vacation already approved by the Transportation  
45 Director before the date and time that the ETR is posted.  
46
- 47 e. A red dot will not be assigned for trips not taken during pre-approved  
48 commitments/appointments on non-workday(s)/hour(s). Pre-approval

requests must be submitted to the Transportation Director a minimum of five (5) workdays prior to the commitment/appointment.

All of the above exceptions result in the driver being placed at the bottom of the ETR and no red dot will be assigned for the trip not taken. Trips being turned down due to an above exception must be turned down by 12:00 P.M. on the next workday of being assigned the trip. After 12:00 P.M., the driver would receive a red dot and move to the bottom of the ETR, except when 8-B above, applies.

9. If no driver on the ETR accepts a trip, then the trip is made available to the drivers who are not on the ETR, then subs if necessary.
10. New drivers may sign up for the ETR in the fifteen (15) day period following completion of the probationary period. The driver is responsible to initiate this process.
11. No red dot will be assigned, and the driver will not rotate to the bottom of the ETR in the eventuality of two (2) conflicting trips being assigned on the same day.

#### **Section 6.6.2.2. Annual Bus Cleaning.**

Bus drivers who are required by their supervisor to clean their bus at the end of the school year shall receive up to three (3) hours pay for such cleaning, which will be subject to inspection by the Director of Facilities and Transportation.

#### **Section 6.6.2.3. Drug Testing.**

The parties mutually agree to the following conditions for the mandatory alcohol and controlled substance testing of employees in positions that require a commercial driver's license:

- A. A positive result of a drug and/or alcohol test shall be reason for disciplinary action that is in keeping with the just cause and due process standards as set forth in this Agreement. Discipline imposed as a result of positive testing shall be appropriate to the severity of the offense. Procedures for determining whether or not reinstatement to duty will be allowed are to be applied in a consistent manner.
- B. An employee shall not be required to undergo procedures related to testing on a District scheduled non-workday.
- C. Pay for testing costs.
  1. The District shall pay the costs of procedures involved in:
    - a. Random testing;
    - b. Reasonable suspicion testing;
    - c. Post-accident testing;
    - d. Time required to take the drug test.
  2. The employee will be responsible to pay for the costs of procedures involved in:

- a. Return-to-work testing;
- b. Follow-up testing prescribed by a Substance Abuse Professional or medical practitioner;
- c. Return-to-work agreement;
- d. Employee-selected testing.

D. Employees required to possess a Commercial Driver's License will receive information from the District about the District's testing requirements. The failure of an employee to receive information as described may be grievable in a disciplinary proceeding only to the extent that such failure violates the due process and/or just cause standards.

E. Test data and results shall be kept in a confidential file that is separate from the employee's personnel file with the exception that testing information and date which demonstrate a positive result for the use of alcohol and/or drugs will be placed in the employee's personnel file and may serve as the basis for disciplinary action.

F. Following a positive testing result, the employee shall be placed on a paid leave until the District makes a final determination about disciplinary action, if any, that may be warranted by the circumstances that resulted in the positive test.

G. An employee who voluntarily comes forward to inform the District of abuse or of dependency on alcohol or other drug(s) and of his/her immediate entry into a licensed treatment program will be placed on leave without pay or benefits. Reinstatement will depend on the outcomes of the treatment program, pending disciplinary action (if any) and the results of return-to-work testing.

### **Section 6.7. Overtime.**

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

#### **Section 6.7.1.**

All hours worked in excess of forty (40) hours per week will be "overtime" hours and shall be paid at the rate of one and one half (1 ½) times the employee's regular hourly rate. For purposes of overtime, the "week" is defined as Monday through Sunday (see also Section 6.1).

- A. Compensatory time may be accrued up to a maximum of forty (40) hours. After the employee has reached the maximum allowable forty (40) hours accrued compensatory time and does not use it as time off, all subsequent overtime must be paid to the employee as monetary compensation.
- B. An employee who has unused accrued compensatory time may request to use his/her compensatory time and the request must be granted within a reasonable time so long as it does not unduly disrupt the District's normal operations.



C. Unused compensatory time due to the employee shall be paid in the September paycheck for the preceding year or at the time of his/her leaving employment shall be paid to the employee in his/her final paycheck if prior to year end. Records shall be maintained at the building level.

**Section 6.7.2.**

Overtime shall be calculated in the following manner: 1) only actual hours worked (including call-outs) shall be used for purposes of the forty (40) hour calculation, 2) work on holidays will be paid at two (2) times the employee's base pay, 3) work on holidays shall be counted for purposes of the forty (40) hour calculation (e.g., an employee works 3 ½ hours on a holiday and works a total of forty-three and a half (43 ½) hours in the workweek, the employee shall be compensated 3 ½ hours double time for the holiday and 3 ½ hour overtime pay at one and one half (1 ½) times for hours above forty (40), 4) all hours worked on Saturday will be paid at one and one half (1 ½) times the employee's base pay, 5) all hours worked on Sunday will be paid at two (2) times the employee's base pay.

**Section 6.7.3.**

Employees managing alarm calls between 10:00 PM and 6:00 AM shall be paid for one (1) hour minimum or actual time, whichever is greater. Employees called back outside of an employee's regular shift will be compensated at one and one-half (1 ½) times the stated rate or two (2) hours pay, whichever is greater.

**Section 6.7.4.**

No overtime or extra pay will be paid to any employee except that which has been approved prior to the time worked by the Superintendent or person authorized by the Superintendent to approve the overtime work.

**Section 6.8. Four (4) Day Workweek.**

It is mutually agreed that the parties will meet annually, prior to May 1, to discuss possible implementation of a four (4) day week for summer work. The final decision as to whether or not the four (4) day schedule will be implemented rests with the District Superintendent. The decision of the Superintendent is binding and not subject to the grievance procedure. Should the four (4) day schedule be implemented, it shall be under the following terms:

**Section 6.8.1. Overtime - Four (4) Day Workweek.**

Hours of work and overtime of employees working four (4) ten (10) hour days per workweek.

**Section 6.8.2.**

The workweek shall consist of four (4) consecutive days commencing Monday or Tuesday, followed by three (3) consecutive days of rest, Friday, Saturday and Sunday, or Saturday, Sunday and Monday, as appropriate.

**Section 6.8.3.**

The shift shall be ten and one-half (10 ½) hours a day, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a twenty (20) minute first half and a twenty (20) minute second half rest period, both of which rest



periods shall occur as near the middle of each shift as practicable. EXCEPTION: Unless otherwise agreed to by the employee and supervisor.

#### **Section 6.8.4.**

Overtime provisions unique to employees assigned pursuant to Section 6.8.

##### **Section 6.8.4.1.**

All hours worked on the fifth (5th) and sixth (6th) consecutive day of work and holiday, if any, that are in excess of forty (40) paid hours per week shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate.

##### **Section 6.8.4.2.**

All actual hours worked on the seventh (7th) consecutive day of work and holiday, if any, that are in excess of forty (40) paid hours per week shall be compensated at the rate of two (2) times the employee's regular hourly rate of pay.

##### **Section 6.8.4.3.**

Employees called back on a regular workday, or called on the fifth (5th), sixth (6th), or seventh (7th) day shall receive no less than two (2) hours pay at the appropriate rate, and if more than four (4) hours are worked under such circumstances, the employee shall receive an appropriate lunch period.

## **ARTICLE VII**

### **HOLIDAYS AND VACATIONS**

#### **Section 7.1. Holidays.**

All employees shall receive the following paid holidays that fall within their work year:

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

##### **Section 7.1.1. Un-worked Holidays.**

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

1       **Section 7.1.2.**

2       Holidays that fall on a Saturday will be observed on the preceding Friday and holidays that fall  
3       on a Sunday will be observed on the following Monday.

4  
5       **Section 7.1.3. Worked Holidays.**

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

8  
9       **Section 7.1.4.**

10       If a holiday occurs during the time that an employee is using vacation leave, the holiday shall not  
11       be counted as a vacation day.

12  
13       **Section 7.2. Vacations.**

14       Beginning with the first (1st) through fifth (5th) year of employment, employees shall receive ten (10)  
15       days vacation per year. Beginning with the sixth (6th) year of employment, one (1) additional day will  
16       be added each year until by the completion of the fifteenth (15th) year of employment a maximum of  
17       twenty (20) days will be granted. Regular part-time employees and those hired after the beginning of the  
18       school year will be granted prorated vacation credits per Article XVII, Section 17.9. Hours worked by  
19       employees hired for summer school specific activities shall not result in increased accumulation of  
20       vacation days, instead these employees shall receive a shift differential as stated in Section 17.15.

21  
22       **Section 7.2.1.**

23       Vacation dates shall generally be arranged to fit into the regular summer vacation period. Full-  
24       time employees (eight (8) hours per day, twelve (12) months per year) desiring to take vacation  
25       at times other than during the summer vacation period may request dates to the Superintendent or  
26       his/her designee. Effort will be made to accommodate those dates while not disrupting the  
27       normal workflow.

28  
29       **Section 7.2.2.**

30       Time on layoff and time on authorized leave of absence will be counted as continuous service for  
31       the purpose of establishing and retaining eligibility dates, pursuant to Article VIII, Section 8.6.3,  
32       and Article IX, Section 9.5.

33  
34       **Section 7.2.3.**

35       The maximum carry-over available on August 31 annually will be two hundred and forty (240)  
36       hours, unless approved by the Superintendent due to extraordinary circumstances. Upon  
37       separation/retirement, a maximum of two hundred and forty (240) hours will be allowed for cash-  
38       out.

39  
40       **Section 7.2.4. Vacation for Less than Twelve (12) Month Employees.**

41       Employees who work less than twelve (12) months per year shall receive payment for unused  
42       accrued vacation days as follows:

- 43  
44           A. Employees who work less than twelve (12) months shall receive pro-rated monthly  
45           payments calculated by dividing the amount of unused accrued vacation days by the  
46           number of pay periods remaining in the budget year.

B. Any employee whose employment terminates for any reason shall receive payment for his/her unused accrued vacation days in his/her final paycheck.

**Section 7.2.5. Year - Round Employees.**

Vacation time will be accrued on a prorated monthly basis according to each month's hours as a percentage of either 2,080 hours (260-day work year) or 2,088 hours (261-day work year) whichever is applicable.

**Section 7.2.5.1. For Year - Round Employee Only.**

Vacation credits may not be used during the first six (6) months of a person's employment.

**ARTICLE VIII**

**LEAVES**

**Section 8.1. Sick Leave.**

**Section 8.1.1. Amount.**

Sick leave will be granted to each employee at the rate of 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. New employees hired during the year shall receive prorated sick leave benefits. Sick leave shall be vested when earned and may be accumulated up to the legal maximum. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Hours worked by employees hired for summer school specific activities shall not result in increased accumulation of sick leave, instead these employees shall receive a shift differential as stated in Section 17.15.

**Section 8.1.1.2**

Substitute employees shall accrue sick leave in accordance with the requirements of the Revised Code of Washington and the Washington Administrative Code. Substitute employees shall accrue at least one (1) hour of sick leave for every forty (40) hours worked.

**Section 8.1.2. Reasons.**

Sick leave may be used (a) for the employee's own illness, injury; or health condition; (b) to care for a family member with an illness, injury, or health condition; (c) to care for a family member who needs medical diagnosis, care, or treatment of an illness, injury, or health condition; (d) to care for a family member who needs preventive medical care; or (e) when either the employee's worksite or the employee's dependent child's school or place of care has been closed by a public health official for any health-related reason.

1  
2 **Section 8.1.3. Medical Certification.**

3 After five (5) or more consecutive days of sick leave, a doctor's letter supporting the reason for  
4 the leave shall be required. In addition, if an employee uses sick leave in a pattern that indicates  
5 abuse of sick leave during the course of a single school year, as determined by the  
6 Superintendent in consultation with the Association, a doctor's letter supporting the reason for  
7 the leave shall be required.  
8

9 **Section 8.1.4. Sick Leave Attendance Incentive Program.**

10  
11 **Section 8.1.4.1. Annual.**

12 In January of the year following any year in which a minimum of sixty (60) days of leave  
13 for illness or injury is accrued, and each January thereafter, any eligible employee may  
14 exercise an option to receive remuneration for unused leave for illness or injury  
15 accumulated in the previous year at a rate equal to one (1) day's monetary compensation  
16 of the employee for each four (4) full days of accrued leave for illness or injury in excess  
17 of sixty (60) days. Leave for illness or injury for which compensation has been received  
18 shall be deducted from accrued leave for illness or injury at the rate of four (4) days for  
19 every one (1) day's monetary compensation. Employees will receive payment for their  
20 accumulated sick leave no later than their March paycheck.  
21

22 **Section 8.1.4.2. Upon Separation from Employment.**

23 At the time of separation from school district employment due to retirement or death, an  
24 eligible employee or the employee's estate shall receive remuneration at a rate equal to  
25 one (1) day's current monetary compensation of the employee for each four (4) full day's  
26 accrued leave for illness or injury.  
27

28 **Section 8.1.5.**

29 In the event employees are absent for reasons which are covered by Industrial Insurance, the  
30 District shall pay the employee an amount equal to the difference between the amount paid the  
31 employee by the Department of Labor and Industries and the amount the employee would  
32 normally earn. A deduction shall be made from the employee's accumulated sick leave in  
33 accordance with the amount paid to the employee by the District. The District shall pay the  
34 employee his/her full compensation if the employee chooses to use sick leave. If the employee  
35 receives L & I time-loss payment, he/she shall sign over to the District his/her check and the  
36 District will add back in to the employee's sick leave balance the hours that are equal to the  
37 amount of the check using the employee's hourly rate.  
38

39 **Section 8.1.6.**

40 Employees who have accrued sick leave while employed by another public school district in the  
41 State of Washington shall be given credit for such accrued sick leave upon employment by the  
42 District.  
43

44 **Section 8.1.7. Leave Sharing.**

45 An employee may donate annual leave and/or sick leave to another employee in accordance with  
46 the requirements of RCW 28A.400.380 and WAC 392-126. Pursuant to WAC 392-126, such  
47 leave may only be used by and donated to an employee who is suffering from or has a relative or  
48 household member suffering from an extraordinary or severe illness, injury, impairment, or

physical or mental condition, or who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. Also pursuant to WAC 392-126, the District shall require the requesting employee to submit, prior to approval or disapproval, documentation from a licensed physician or other

authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition, or orders verifying the employee has been called to service in the uniformed services.

Employees may only make requests for donation of leave in writing to the Payroll Benefit Specialist. Such requests may be sent a maximum of two times for each incident requiring leave.

### **Section 8.2. Bereavement Leave.**

Up to three (3) days of paid leave shall be granted per occurrence for bereavement of a household member or relative. Such leave is noncumulative and shall not be deducted from sick leave. Written requests for additional paid bereavement leave days must be approved by the superintendent. In the event of death of a significant friend, up to three days may be used and will be deducted from the employee's sick leave.

### **Section 8.3. Personal Leave.**

Each less than full-time employee shall be granted, upon request, three (3) days per year for personal leave that is in addition to sick leave. Each full-time twelve (12) month employee shall be granted, upon request, four (4) days of personal leave that is in addition to sick leave. The following conditions shall apply:

- A. Twenty-four (24) hours notice must be provided to the individual's supervisor/designee. The aforementioned notice may be waived in the case of an emergency or by mutual agreement between an employee and the employee's supervisor.
- B. A maximum of two (2) classified employees per building or department per day may utilize personal leave. The junior high and senior high are considered separate buildings.
- C. Personal leave shall not be granted during the following periods:
  1. The five (5) business days prior to the first day of school for students.
  2. The first five (5) student attendance days.
  3. The last five (5) student attendance days.
  4. Personal leave shall not be allowed during the first five (5) days or the last five (5) days of the individual's employment.
- D. Personal leave may be used to extend the winter and spring break. No more than two (2) people from each building including the transportation and maintenance departments will be allowed to take personal leave on any given day to extend winter and/or spring break. Request for personal leave by the employee must be submitted at least fifteen (15) school days prior to the first day of winter and/or spring break. Approval or rejection of the request for personal leave by the

supervisor must be given within five (5) school days from the date of request. Final approval or rejection of request for personal leave by building or maintenance/transportation supervisor will be based upon:

1. Critical Mass – specific impact to the program unique to the circumstance.
2. Availability of competent and qualified substitutes.

Support staff consideration will be based on the following assignments: Nurses by building; Child Nutrition Services District-wide ; Printer, career center – high school: : special services – junior high.

- E. Personal leave entitlement shall be computed on the basis of an employees regular workday.
- F. Personal leave may be used during the last five (5) days of the school year for the purpose of attending graduation-related events for the employee's child(ren).
- G. Two (2) days of unused personal leave may be carried over to the next year, giving the employee a total of no more than five (5) days in that second year. This can be continued each year; however, no employee shall have more than five (5) personal days in a given year. Twelve (12) month employees may carryover up to two (2) unused personal leave days to the next year, giving the employee a total of six (6) days the second year. This can be continued each year; however, no twelve (12) month employee shall have more than six (6) personal days.
- H. The District will buy back any number of the unused or carry-over personal leave days accrued by the employee that would be forfeited if not utilized. Payment will be at the employee's regular rate of pay and received in the employee's August paycheck.
- I. Hours worked by employees hired for summer school specific activities shall not result in increased accumulation of personal leave, instead these employees shall receive a shift differential as stated in Section 17.15.

#### **Section 8.3.1. Emergency Leave.**

Emergency leave may be granted for no more than three (3) days per year and is noncumulative. It is to be charged against sick leave. In the event an extension is required in a major situation due to uncontrollable circumstances, the employee may request an additional two (2) days of emergency leave from the Superintendent.

Emergency leave is defined as follows:

1. The situation must have been suddenly precipitated; must be of such a nature that preplanning is not possible, or where preplanning could not relieve the necessity of the employee's absence.
2. The situation must be of major importance and not mere convenience.
3. Car trouble, with the exception of an accident, shall not be a valid reason for use of emergency leave.



4. The problem cannot be corrected with an extension of any other form of authorized leave (including the use of personal leave) except bereavement leave.
5. Applications requesting consideration for an absence under the emergency leave provision shall be made in written form and addressed to the Superintendent within five (5) days after the return to duty.
6. The Superintendent shall be the authority responsible for approving or disapproving the emergency leave application. If the employee's request is denied, the Superintendent will specify to the employee the grounds for denial. The employee may appeal the Superintendent's decision to the School Board. In the case of disapproval, notification shall be received by the employee prior to salary reduction.

#### **Section 8.4. Maternity, Paternity, & Adoption Leave.**

##### **Section 8.4.1. Maternity Leave.**

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 8.1.1 above. Before returning to work, the employee must be certified by her physician as ready and able to return.

##### **Section 8.4.2. Paternity or Adoption Leave.**

During the first six (6) weeks after the birth or adoption of a child, an employee is eligible for up to two (2) weeks paternity or adoption leave, which will be deducted from the employee's personal, sick, or vacation leave; or the employee may choose unpaid leave, as determined by the employee.

##### **Section 8.4.3. Family Medical Leave.**

Family leave shall be provided in accordance with the Family Medical Leave Act (FMLA) and the Mount Baker School Board Procedures for the implementation of Board Policy #5404. The District will not run FMLA concurrent with Maternity, Paternity, or Adoption Leave.

##### **Section 8.4.4.**

Employees requesting maternity, paternity, or adoption leave and/or returning to work in accordance with Section 8.4, shall submit a Leave Request Form or submit a letter to the District as far in advance of the planned absence, or return to work, as practicable.

#### **Section 8.5. Judicial Leave.**

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



1 **Section 8.6. Leave of Absence.**

2  
3 **Section 8.6.1.**

4 Upon recommendation of the immediate supervisor through administrative channels to the  
5 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
6 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is  
7 granted due to extended illness, one (1) additional year may be granted.

8  
9 **Section 8.6.1.1.**

10 The employee must provide written notification to the superintendent by not later than  
11 April 1 of the leave year, of his/her intention to return to employment in the following  
12 year provided that in the event of a leave-of-absence that is related to a medical or health  
13 related condition the employee may request an extension of the leave of absence by not  
14 later than April 1 as allowed in Section 8.6.1. of this Agreement. In the event such  
15 notification is not received by the superintendent by April 1, the employee shall be  
16 considered to have resigned from employment.

17  
18 **Section 8.6.2.**

19 The returning employee will be assigned to the same site, if possible, or a position comparable to  
20 the position occupied before the leave of absence. Employees hired to fill positions of  
21 employees on leave of absence will be hired for a specific period of time, during which they shall  
22 be subject to all provisions of this Agreement. It shall be the responsibility of the employer to  
23 inform replacement employees of these provisions.

24  
25 **Section 8.6.3.**

26 The employee will retain accrued sick leave, vested vacation rights, and seniority while on leave  
27 of absence. However, vacation credits, Schedule A step placement sick leave and seniority shall  
28 not accrue while an employee is on leave of absence; provided, however, that if such leave is  
29 approved for extended illness or injury, seniority shall accrue. Employees will receive notice of  
30 this provision on the District's Leave Request Form prior to taking such a leave of absence.

31  
32 **Section 8.7. Military Leave.**

33 An employee serving as a member of the National Guard or any Reserve Component of the United  
34 States Armed Forces is entitled to leave with pay for active duty required in fulfillment of military  
35 obligation, upon application therefore, for a period not exceeding fifteen (15) calendar days in any one  
36 calendar year provided that he/she must have been employed in the Mount Baker School District for a  
37 period of six (6) months immediately preceding his/her application for military leave.

38  
39 **Section 8.8. Operational Closure.**

40 Employees who are unable to work due to the closure, late start, or unplanned early-dismissal of their  
41 building may charge their unworked time to sick leave, vacation leave, or unpaid leave, or they may  
42 elect to work the hours missed due to operational closure at a later date upon arrangement with their  
43 supervisor. Employees who take leave without pay due to a building closure will not be deemed  
44 ineligible for holiday pay pursuant to Section 7.1.1. because of such leave.

45  
46 **Section 8.9.**

47 The District agrees to provide employees benefits under the provisions of the State and Federal Medical  
48 Leave Act of 1993.

## ARTICLE IX

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### **Section 9.1.**

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

In the event more than one (1) employee in a general job classification, is awarded the same seniority date, the question of seniority among those employees shall be determined within thirty (30) days of hire in the following priority order:

- a) determining which employee has worked the greatest combined number of hours (based upon time sheets) as a substitute and temporary employee in the classification in the current and immediately preceding school year;
- b) determining which employee submitted their application for employment on the earliest date;
- c) by a draw of cards (conventional fifty-two card deck, utilizing one suit, Ace to be considered the highest card). The employees will draw their cards at the same time, on the same day and at the same place.

Determination of seniority in like cases during previous agreements shall be observed during this agreement and future agreements.

The District and the Association shall publish annually an official dated seniority list, ranking all employees in each of the general job classifications.

#### **Section 9.1.1.**

Included substitutes shall accrue seniority only in the manner described in Section 9.1.2.

#### **Section 9.1.2. Substitutes.**

Shall be defined as follows:

A. SUBSTITUTES - are individuals who work in one or more positions on an as-needed, call-in basis.

1. Substitutes shall be paid at Step 1 of the Schedule A for the appropriate classification worked in.

2. No hire date and/or seniority status will be attained by substitutes, except as provided hereinafter in Item B.

B. SUBSTITUTES - may become a regular employee in a position in which he/she has been substituting on a continuing basis prior to appointment as a regular employee.

1. The probationary status of a substitute in this situation shall begin on the first day of regular employment as provided in Section 9.2.
2. If the individual continues to be employed following completion of the probationary period, the individual's "hire date" shall be made retroactive to the first day of continuous daily employment in the position to which he/she was appointed as a regular employee.

#### C. TRACKING OF DAYS WORKED

1. The District accepts responsibility for tracking the number of continuous days worked as documented on the time record signed by the substitute and verified by the supervisor. The District will notify substitutes of change of status in a timely manner.
2. Individual substitutes are responsible for tracking the number of non-continuous days worked as documented on the time record signed by the substitute and verified by the supervisor. The individual substitute shall be responsible to communicate with the Payroll Specialist about the substitute's eligibility to move to the regular hourly rate.

#### **Section 9.1.3. Interim Positions.**

Interim positions are those that exist and are filled for a specifically limited period of time and/or during existence of specifically limited situations.

- A. A probationary period as defined in Section 9.2 shall be established for each interim position. A hire date will be established only if the person continues to be employed following completion of the probationary period.

#### **Section 9.1.4.**

It is advised that all substitutes and employees keep a personal copy of their time card.

#### **Section 9.1.5.**

Substitutes who are current staff members subbing outside of their contracted hours shall receive the hourly rate at their current Step level on Schedule A at the appropriate classification wage of the subbed position.

#### **Section 9.2.**

Each new hire shall remain in a probationary status for a period of not more than ninety (90) calendar days following the hire date, during the Instructional Year. During this probationary period the District may discharge such employee at its discretion.

#### **Section 9.2.1.**

In the event an employee does not complete the probationary period prior to completion of the employee's school-year employment period, the remaining days of the probationary period are to be extended in the immediately following school-year employment of the employee.

1  
2  
3 **Section 9.3.**

4 Upon completion of the probationary period, the employee will be subject to all rights and duties  
5 contained in this Agreement retroactive to the hire date.  
6

7 **Section 9.3.1.**

8 Employees who are hired into a different position shall be given a thirty (30) day work trial; if  
9 not satisfactory, the employee shall return to the former position.  
10

11 **Section 9.4.**

12 The seniority rights of an employee shall be lost for the following reasons:  
13

- 14 A. Resignation;  
15  
16 B. Discharge for justifiable cause;  
17  
18 C. Retirement; or  
19  
20 D. Change in job classification within the bargaining unit, as hereinafter provided (reference  
21 Section 9.8).  
22

23 **Section 9.5.**

24 Seniority rights shall not be lost for the following reasons, without limitation:  
25

- 26 A. Time lost by reason of industrial accident, industrial illness or judicial leave;  
27  
28 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United  
29 States;  
30 C. Time spent on other authorized leaves (pursuant to Section 8.6.3.);  
31  
32 D. Time spent in layoff status as hereinafter provided.  
33

34 **Section 9.6.**

35 Seniority rights shall be effective within the general job classification. As used in this Agreement,  
36 general job classifications are those set forth in Article I, Section 1.4. Seniority rights shall be District-  
37 wide in the event there are no applications within the classification for new or open positions. In  
38 instances where an employee from outside the classification applies for a new or open position, and no  
39 seniority right exists, the employee may request specific information from the District Human Resources  
40 Director, as to why the employee did not receive an interview or did not receive the position if  
41 interviewed.  
42

43 **Section 9.6.1.**

44 Longevity shall be defined as the total period of continuous employment. Longevity shall be the  
45 basis for awarding vacation credit and incremental step placement, pursuant to Section 8.6.3 and  
46 Section 9.5. Employees who change or add an additional job classification(s) shall be placed at  
47 the bottom of the seniority list of the new/additional classification, while retaining their current  
48 longevity (years of service) for the purpose of Step placement on Schedule A.

1  
2 **Section 9.7. Preferential Seniority Rights.**

3 The employee with the earliest hire date within a classification shall have preferential rights regarding  
4  
5 shift selection, vacation periods, special services (including overtime), promotions, assignments to new  
6 or open jobs and positions, reduction in hours, and layoffs when ability and performance are  
7 substantially equal with junior employees. If the District determines that seniority rights should not  
8 govern because a junior employee has demonstrated ability, performance and/or qualifications related to  
9 the job description and/or posting substantially greater than a senior employee, the District shall set forth  
10 in writing to the employee or employees its reasons why the senior employee or employees have been  
11 bypassed. The District shall also notify the association president in writing of the bypass.

12  
13 **Section 9.7.1.**

14 If a substitute bus driver is unavailable and it is necessary for a transportation mechanic to drive a  
15 bus route or trip, the work shall first be offered by seniority to all transportation mechanics, and  
16 if there are no volunteers, assigned to the least senior transportation mechanic.

17  
18 **Section 9.7.2.**

19 Extra work shall be defined as duties that are above contracted hours and not assigned to an  
20 existing employee and will not be an extension of employee's duties (examples provided as  
21 follows: e.g., timesheet processing that goes past a Secretary's normal day, additional time for a  
22 Paraeducator in a classroom they are assigned to assist with student management beyond their  
23 normal day, and additional time by a Maintenance staff member to complete a project they  
24 started and were assigned).

25  
26 Extra work in a subset of a general classification shall be first offered on a seniority basis within  
27 a specific building and it is recognized that overtime may occur. If no one in the building bids  
28 for the extra work, it will be offered District-wide to a subset of the general job classification. If  
29 no one bids as specified above, the work will be offered District-wide to general job  
30 classification for those with appropriate job skills and qualifications.

31  
32 Specific buildings shall be defined as: 1) Acme Elementary School, 2) Harmony Elementary  
33 School, 3) Kendall Elementary School, 4) Mount Baker Secondary Campus, 5) Special  
34 Programs, 6) District Office, and 7) Transportation.

35  
36 If specific issues arise, they may be reviewed by two (2) PSE & two (2) District representatives  
37 (if necessary).

38  
39 **Section 9.8.**

40 With the exception of the following, employees who change job classifications within the bargaining  
41 unit shall retain their hire dates in the previous classification for a period of one (1) year,  
42 notwithstanding that they have acquired a new hire date and a new classification.

43  
44 Paraeducators with at least five (5) years of experience who transfer from one Paraeducator Group to  
45 another will retain their seniority in their previous Group, except when lost under Section 9.4, but will  
46 not accrue additional seniority in their previous Group unless they resume a permanent assignment  
47 within that Group.  
48

1 **Section 9.9.**

2 Employees holding more than one position shall enjoy the provisions of Article IX in each classification  
3 as specified in Article I, Section 1.4 herein.  
4

5 **Section 9.10.**

6 The District shall publicize within the bargaining unit for five (5) workdays the availability of open  
7 positions as soon as the District decides to fill a vacant or new position and shall attempt to fill any  
8 posted position within forty five (45) school days of the posting. A copy of the job posting shall be  
9 forwarded to the President of the Association and to the Association representative of the classification  
10 concerned. The District shall not fill a vacant position with a substitute for more than sixty (60) school  
11 days (inclusive of the time deciding to fill the position, the posting and the selection process), unless  
12 there are no qualified applicants for a position. If the District decides to not fill a vacant position, the  
13 District shall notify the Association.  
14

15 **Section 9.10.1.**

16 For employees in all classifications other than transportation, an increase or decrease of one (1)  
17 hour or more per day to a position shall be considered a new position. Any new position of this  
18 type shall be subject to the posting requirement set forth in Section 9.10.  
19

20 **Section 9.10.2.**

21 Positions shall be posted separate from any other District business and shall include all relevant  
22 information to the job such as hours of work, duties which will be performed, etc.  
23

24 **Section 9.10.3.**

25 Positions which are thirty (30) consecutive scheduled workdays or longer shall be posted  
26 according to the normal procedure.  
27

28 **Section 9.11.**

29 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
30 District according to layoff ranking. Such employees are to have priority in filling an opening in the  
31 classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2)  
32 years.  
33

34 In the event the position a Paraeducator is currently holding is eliminated, Paraeducators with at least  
35 five (5) years of experience shall have the right via seniority to bump a junior employee in a  
36 classification and/or Paraeducator Group in which they hold seniority throughout the District, provided  
37 that the employee possesses the ability and qualifications necessary to perform the new position. For  
38 Paraeducators with less than five (5) years of experience, bumping rights are limited to within the  
39 employee's current Paraeducator group.  
40

41 **Section 9.12.**

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

45 **Section 9.13.**

46 An employee shall forfeit rights to reemployment as provided in Section 9.11 if the employee does not  
47 comply with the requirements of Section 9.12, or if the employee does not respond to the offer of  
48 reemployment within fifteen (15) days.



1  
2 **Section 9.14.**

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

6 **Section 9.15. Notification about Employment Status.**

7 This section is intended to be applicable to those employees whose duties necessarily imply less than  
8 twelve (12) months work per year.  
9

10 **Section 9.15.1.**

11 Should the District decide to lay off employees effective at the start of a school year, the  
12 employee will be notified in writing by June 30. The District will inform the Association should  
13 the necessity for a mid-year layoff occur and will provide the Association with the background  
14 regarding the necessity of the layoffs. At a minimum, should a mid-year layoff occur, the District  
15 will provide employees with two (2) weeks' notice before the date of an intended layoff. The  
16 District and the Association may work collaboratively to furlough staff (if this is a possibility as  
17 deemed by the District), with the goal of allowing for continuation of health insurance benefits  
18 during furlough when permissible under SEBB rules and regulations.  
19  
20  
21

22 **ARTICLE X**

23  
24 **DISCHARGE OF EMPLOYEES**  
25

26 **Section 10.1.**

27 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue  
28 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If  
29 the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass  
30 the employee before other employees or the public.  
31  
32  
33

34 **ARTICLE XI**

35  
36 **TRANSFER OF PREVIOUS EXPERIENCE**  
37

38 **Section 11.1.**

39 New employees who have prior experience in other school districts in Washington State shall be placed  
40 on Schedule A and receive the same leave and vacation benefits as other employees in the District who  
41 have similar occupational status and total years of service.  
42

43 **Section 11.2.**

44 If this District has a different system for computing leave benefits and other benefits, then the employee  
45 shall be granted the same leave benefits and other benefits as an employee in the District who has similar  
46 occupational status and total years of service.  
47



1 **Section 11.3.**

2 Previous employees of this District who do not qualify under Sections 11.1 and 11.2 but who are  
3 returning  
4 to work in this District in the same classification shall receive longevity credit on the basis of years  
5 worked in this District.  
6

7  
8 **ARTICLE XII**

9  
10 **INSURANCE AND RETIREMENT**  
11

12 **Section 12.1. School Employee Benefits Board.**

13 The employer agrees to follow employee eligibility rules and provide funding for all bargaining unit  
14 members and their dependents as required by State law, the State Operating Budget and the School  
15 Employees' Benefits' Board (SEBB). The employer agrees to provide timely information about SEBB  
16 insurance plans to eligible employees to the extent required by law.  
17

18 **Section 12.2.**

19 The District shall provide tort liability coverage for all employees subject to this Agreement.  
20

21 **Section 12.3.**

22 The District shall participate, as appropriate, in the Washington State Unemployment Compensation  
23 Fund requisite to providing unemployment benefits for all employees subject to this Agreement.  
24

25 **Section 12.4.**

26 In determining whether an employee subject to this Agreement is eligible for participation in the  
27 Washington State Public Employees' Retirement System or Washington School Employees' Retirement  
28 System, the District shall report all hours worked, whether straight time, overtime, or otherwise.  
29

30 **Section 12.5.**

31 All employees subject to this Agreement shall be entitled to participate in an approved tax shelter  
32 annuity plan. On receipt of a Salary Reduction Agreement, Maximum Exclusion Allowance and Service  
33 Provider Agreement, the District shall make the requisite withholding adjustments and deductions from  
34 the employee's salary.  
35

36 **Section 12.6. VEBA III.**

37 The parties mutually agree that the VEBA III shall be available to members of the bargaining unit. The  
38 Association will notify the District by November 1 of each year as to whether or not the group wishes to  
39 participate in VEBA III. PSE shall inform the District of yea/nay for each on November 1; 1) annual  
40 sick leave above maximum one thousand four hundred forty (1,440) to VEBA or as a cash-out; 2) upon  
41 separation/retirement for eligible employees, sick leave to VEBA or as a cash-out; or 3) monthly  
42 contributions by employee payroll deduction.  
43  
44  
45  
46  
47  
48

**ARTICLE XIII**  
**VOCATIONAL TRAINING**

**Section 13.1.**

Employees attending training courses required by Federal or State regulation or District policy as a condition of continued employment will be paid at their regular hourly rate for all time in attendance plus any fee, tuition, or transportation cost.

**Section 13.2.**

Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuitions will be paid by the School District.

**Section 13.3.**

Transportation, in support of vocational training, must be cleared with the School District management so as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of:

- A. Normal and reasonable expenses from the District Administrative Office to the training location and return, or
- B. Normal and reasonable expenses from the Employee's principal residence to the training location and return.

**Section 13.4. Classified Training Planning.**

Training for classified staff will be determined at the school or program level. Training options will be developed through the school improvement process and/or through communication with the school principal or program supervisor, with input from staff in regards to needs. Staff training opportunities will be related to school improvement plans and current program initiatives and will be consistent with current job responsibilities.

**ARTICLE XIV**  
**APPRENTICESHIP**

**Section 14.1.**

All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this agreement; except that the (WPSCEJATC) shall have jurisdiction to ensure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council.

**Section 14.1.1.**

In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all parts of the approved standards, such apprentice waives contractual recourse through the grievance procedure, Article XVI.

**Section 14.1.2.**

The maximum approved ratio of apprentice to journey level employees shall be one-to-one. If at any time, those requesting apprentice status exceeds the one-to-one ratio, employees shall be selected based upon seniority.

**Section 14.2.**

Employees enrolled as apprentices shall receive appropriate Child Nutrition Services rate of pay for their positions, as specified on Schedule A.

**Section 14.2.1.**

Child Nutrition Services staff that earn certification from the School Nutrition Association will receive an additional percentage of their current hourly wage as expressed on Schedule A. Additional wages for completion of a SNA Level will apply to the levels as follows:

- Level 2 will receive an additional five percent (5.00%) above base pay
- Level 3 will receive an additional seven and one-half percent (7.5%) above base pay
- Level 4 will receive an additional ten percent (10.00%) above base pay

The applicable percentage for the completion of a level of the Child Nutrition Services program will continue as long as the individual maintains current Child Nutrition Services Certification.

**Section 14.3.**

Employees shall be responsible for tuition costs associated with college credits and for required books and materials.

**Section 14.4.**

Participation in the apprenticeship program shall be completely voluntary for all individuals in the Child Nutrition Services classification.

**Section 14.5.**

Persons employed on the effective date of this Agreement may apply for the apprenticeship program at any time new enrollees are accepted. Applications will be accepted annually prior to October 1.

**Section 14.5.1.**

Such employees shall receive partial credit for time worked in the District as determined by the WPSCEJATC.

**Section 14.6.**

This Article may be reopened at any time upon mutual agreement of the parties once per year by no later than January 31. Any new provision(s) agreed to will become effective at the start of the next budget year.

1 **Section 14.7.**

2 The membership of the Mount Baker JATC shall consist of four (4) members: two (2) members shall be  
3 appointed by the District and two (2) members appointed by the Mount Baker PSE.  
4  
5  
6

7 **A R T I C L E    X V**

8  
9 **ASSOCIATION MEMBERSHIP AND DUES DEDUCTION**  
10

11 **Section 15.1.**

12 All employees subject to this Agreement may choose to join the Association. The District shall deduct  
13 Association dues and assessments from the pay of any employee who authorizes such deductions upon  
14 receipt of a written authorization executed by an individual employee.  
15

16 **Section 15.2.**

17 Prior to the beginning of each school year, the Association will give written notice to the District of the  
18 percentage of gross pay assessed for dues required of an Association member. The percentage for  
19 deductions shall not be subject to change during the school year. The deductions authorized by the above  
20 section will be made in twelve (12) monthly deductions from each paycheck beginning the pay period of  
21 September through the pay period in August of each year. The District will send the funds deducted for  
22 the Public School Employees of Washington/SEIU Local 1948 and for the Public School Employees of  
23 Mount Baker to the respective treasurers of those organizations. The District will also send the treasurers  
24 a list of names of those employees for whom payroll deductions were made.  
25

26 **Section 15.3. Association Membership (New Hire Notification).**

27 The District will notify the Association of all new hires within twenty (20) calendars days of the hire  
28 date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.  
29 The District will provide the Association with the contact information for each new hire, including their  
30 name, home mailing address, job title, phone number, work email, work location, and hire date. The  
31 District will provide the Association a thirty-minute meeting with each newly hired bargaining unit  
32 employee within thirty (30) days of their hire date. The employee will be compensated at their hourly  
33 rate for this time. The Association representative, as well as the new employees participating in the  
34 orientation, will be released from their duties to attend this meeting with no loss of pay. This period of  
35 release will include a reasonable period of travel time, for a total release time of up to one and one half  
36 (1 ½) hours. The District will also make substitutes available to cover any employees attending these  
37 meetings, if needed.  
38

39 **Section 15.4. COPE - Political Action Committee.**

40 The District will make a payroll deduction for political contributions subject to RCW 42.17A.495 upon  
41 receipt of a written authorization executed by an individual employee. Any deductions for political  
42 contributions subject to RCW 42.17A.495 will be authorized in writing by the employee on forms that  
43 comply with WAC 390-17-100 and be revocable by the employee at any time. The District will provide  
44 all employees annual notice of their rights regarding payroll deductions for political contributions under  
45 WAC 390-17-110.  
46

47 **Section 15.5.**

48 The Association and its affiliates will defend, indemnify, and hold the District harmless against all

liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this Article.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### **Section 16.1.**

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

##### **Section 16.1.1. Definition of Days:**

Days or "workdays" in Article XVI – are normal District office workdays.

#### **Section 16.2. Grievance Steps.**

##### **Section 16.2.1.**

The employee shall first discuss the grievance with his/her immediate supervisor. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing. At any point during the grievance procedure, the aggrieved may file a written notice to the Superintendent terminating the grievance.

##### **Section 16.2.2.**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to 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 the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel within ten (10) workdays of the discussion with the immediate supervisor. If the employee wishes, the employee may be accompanied by an Association representative at this step and any subsequent discussions or meetings. The parties will have ten (10) workdays from submission of the written statement of grievance to resolve it. A written statement indicating the disposition of the grievance shall be furnished to the aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within ten (10) workdays.

1 **Section 16.2.3.**

2 If no settlement has been reached within the ten (10) days referred to in the preceding subsection,  
3 and the Association believes the grievance to be valid, a written statement of grievance shall be  
4 submitted within fifteen (15) workdays to the District Superintendent or the Superintendent's  
5 designee. After such submission, the parties will have fifteen (15) workdays to resolve the  
6 grievance. A written statement indicating the disposition of the grievance shall be furnished to  
7 the aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate the  
8 grievance in writing within ten (10) workdays.

9  
10 **Section 16.2.4.**

11 If no settlement has been reached within the fifteen (15) days referred to in the preceding  
12 subsection, and the Association believes the grievance to be valid, a written statement of  
13 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.  
14 After such submission, the parties will have thirty (30) workdays to resolve the grievance. The  
15 Board of Directors reserves the right to summon the employee for an oral statement of the  
16 grievance. The employee reserves the right to appear before the Board of Directors to explain  
17 the grievance. At any appearance before the Board of Directors, the employee may be  
18 accompanied by an Association representative or designee. A written statement indicating the  
19 disposition of the grievance shall be furnished to the aggrieved. If an agreeable disposition has  
20 been made, the aggrieved party shall terminate the grievance in writing within ten (10) workdays.

21  
22 **Section 16.2.5.**

23 If the grievance has not been resolved within the thirty (30) days referred to in the preceding  
24 subsection, the Association may refer the dispute to final and binding arbitration. The  
25 Association shall notify the District in writing of submission to arbitration within ten (10)  
26 workdays after receipt of the Board's written response in Section 16.2.4.

27  
28 Within ten (10) workdays the Association and the District shall mutually agree upon an  
29 arbitrator. If the parties fail to agree, a list of seven (7) qualified neutrals shall be requested by  
30 the parties from the American Arbitration Association (AAA). Within ten (10) workdays after  
31 receipt of the list, the Association and District shall alternately strike names on the list, and the  
32 remaining name shall be the arbitrator. The party not seeking arbitration shall strike the first  
33 name.

34  
35 The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this  
36 Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her  
37 decision solely to the matters specified on the grievance form. The arbitrator shall confine  
38 himself/herself to the precise issues submitted for arbitration, and shall have no authority to  
39 determine any other issues not so submitted to him/her. The decision of the arbitrator shall be  
40 final and binding upon the parties. The arbiter shall specify in the award that the District or  
41 Association, whichever is ruled against by the arbiter, shall pay the cost of the arbiter including  
42 necessary expenses.

43  
44 **Section 16.2.6.**

45 There will be no reprisals against the grievant or others as a result of his/her participation in the  
46 process.  
47  
48

## ARTICLE XVII

### SALARIES AND EMPLOYEE COMPENSATION

#### **Section 17.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

#### **Section 17.2.**

For the 2021-2022 school year, employees shall be paid according to the wage rates specified on Schedule A. Effective September 1 of the 2022-2023 and 2023-2024 school years, the wage rates specified on Schedule A will be increased by 2.0% plus the implicit price deflator (IPD).

#### **Section 17.3.**

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

#### **Section 17.4.**

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the IRS maximum rate.

#### **Section 17.5.**

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures within limits established in school board policy.

#### **Section 17.6.**

Employees assigned maintenance and mechanic responsibilities shall be furnished clean overalls weekly. Employees whose primary assignment is grounds shall be furnished a set of rain gear for their exclusive use.

#### **Section 17.7.**

The District shall pay the cost of required physicals for transportation department employees, not to exceed the current physical cost established by Whatcom County Occupational Health. Substitute transportation department employees may be reimbursed for the cost of required physicals after completing thirty (30) days of substitute work.

#### **Section 17.8.**

The District shall pay the cost of SNA membership dues and required food handlers permits for Child Nutrition Services employees.

#### **Section 17.9.**

An employee must have begun working prior to February 1 of each year in order to qualify for vacation accrual (See Section 7.2) and incremental step movement on Schedule A the following September 1.

#### **Section 17.10.**

The District shall provide each custodian with one (1) pair of rubber boots (if needed to carry out job responsibilities) and one (1) pair of coveralls.

A. New employees - will be provided at the completion of probationary period.



- B. Replacement will be as needed but not more than once per year.
- C. Boots and coveralls must be stored at the school except when being laundered.
- D. The employee is responsible for laundering coveralls as needed.

**Section 17.11.**

- A. Bus Driver Trainees participating in the Mount Baker School District Driver Training Program will be paid at step 1 of Schedule A for time spent in training (as follows):
  - 1. In-Class-Training: Two (2) hours of the four (4) hours per day will be paid – not to exceed ten (10) hours
  - 2. Behind-the-Wheel: Ten (10) hours will be paid – time frame is no longer than six (6) weeks from the completion of In-Class-Training
  - 3. Bus Driver Trainee must fulfill required background checks before compensation is provided; however, training can commence prior to background checks
  - 4. The Annual In-Service Training is recognized as a separate activity and all current or separated staff who attend and sign an intent to bid on a route or be a substitute Bus Driver will be paid for first-aid and annual in-service training
- B. The District will reimburse a successful candidate for the cost of training and CDL licensing for any employee required by the District to obtain a CDL and bus driver license after he/she already is employed in a position not requiring such training and licensing.
- C. Successful Bus Driver Trainees shall be guaranteed a minimum of ten (10) hours of substitute/work time per week. This will not accrue toward seniority.
- D. The District will reimburse any expenses incurred by a new employee or substitute, reasonably related to the acquisition of their Commercial Driver's License, not to exceed five hundred fifty dollars (\$550.00). Reimbursement is to include the following expenses: permit test, permit license, CDL physical, drug testing, driving record report, and CDL License. Such reimbursement will be paid only after all of the following three (3) items are satisfied:
  - 1. Completion of twenty (20) hours classroom instruction and twenty (20) hours of driving instruction;
  - 2. Successful completion and acquisition of a CDL; and
  - 3. Sixty (60) calendar days as an available substitute or at least forty (40) hours of actual bus driving work for the District, whichever comes first.

E. If the employee separates from district employment prior to one hundred twenty (120) work-days from the date the CDL is issued, any reimbursement will be recaptured from the substitute's final paycheck.

**Section 17.12. Payment for Committee Participation.**

Participation in committee work by classified employees is to be encouraged. Time spent working on committees such as the Safety Committee, the School Site Committee, the Staff Development Committee and other approved committees that take place outside of the assigned workday will be compensated at twenty two dollars and fifty cents (\$22.50) per hour. The District will have the discretion on membership on all committees and seniority shall not be a factor.

**Section 17.13. Waiver Days.**

School year employees will not lose their regularly scheduled hours of work/benefits due to "Waiver Days" scheduled by the District. School year employees that utilize their regular hours on waiver days must have the specific activity approved in advance by their supervisor. In lieu of their regular duties, school year employees may be engaged in training activities, self-evaluation responsibilities, planning time, and other pre-approved activities. Hours spent on approved waiver day activities will be reported by time sheets.

If approved, waiver day activities result in employees working over forty (40) hours in a week (e.g. Saturday workshop) the excess hours will be multiplied by a factor of one point five (1.5). An example of the effect of this calculation follows: three (3) waiver days times six (6) regularly scheduled hours = eighteen (18) hours to be scheduled, if due to a waiver day activity an employee works forty-five (45) hours in a week, the eighteen (18) hours will be reduced by seven point five (7.5) hours.

**Section 17.14. Coaches and Advisors.**

Coaches and advisors of extracurricular activities who are forced to leave their regularly scheduled workday early due to required games or performance events for those positions shall be compensated for time missed from their regularly scheduled workday at their normal hourly rate of pay.

**Section 17.15. Summer School Shift Differential.**

In lieu of receiving a prorated benefit contribution and the accrual of vacation leave, personal leave, and sick leave, bargaining unit employees who work with students during summer school specific activities, including work in a substitute capacity, shall receive a shift differential of three dollars and fifty cents (\$3.50) per hour.

**Section 17.16. Certificated Absence Coverage.**

In the event that an employee serves as a substitute on campus for a certificated teacher due to an unfilled certificated substitute request or to support remote instruction provided by a certificated teacher, that employee shall receive a shift differential of ten dollars (\$10.00) per hour in addition to that employee's regular wage rate. These coverages shall be awarded pursuant to Section 9.7 of this Agreement.

**Section 17.17. Former Employees as Substitutes.**

Former employees who leave service in the District in good standing, with ten (10) or more years' experience, including transfer credit, and who are employed in a substitute capacity for a like classified position, shall be paid at Step 3 for the appropriate position on Schedule A.

1 **Section 17.18. Bus Aides.**

2 Effective with the 2021-2022 School Year and beyond, the Bus Aide position will be in the  
3 Transportation Classification. Paraeducators serving as Bus Aides will be compensated at their  
4 Paraeducator placement on Schedule A. Bus Aides not also employed as Paraeducators will be  
5 compensated consistent with a Instructional/Supervisory Paraeducator on Schedule A. Consistent with  
6 past practice, these positions are temporary in nature.  
7

8 **Section 17.19. Interpreting and Translating.**

9 Oral interpretation and written translation assigned by a supervisor for work outside an employee's  
10 regular hours, will be paid at two dollars and fifty cents (\$2.50) per hour above the employee's current  
11 hourly rate for actual time worked (rounded up to the nearest quarter hour). Employees shall submit  
12 monthly pay exception sheets for such work.  
13

14 **Section 17.20. Work Boot and Non-Slip Shoe Allowance.**

15 Employees in the Custodial, Maintenance, Mechanic, and Child Nutrition classifications shall be eligible  
16 for reimbursement of up to one hundred-fifty dollars (\$150) each school year for work-related boots or  
17 non-slip shoes, or the sole repair or replacement for work-related boots. Reimbursement claims must be  
18 submitted to the employee's Supervisor within thirty (30) days of purchase. If the employee leaves  
19 employment with the District prior to the following August 31, the amount will be recaptured on a  
20 prorated basis.  
21  
22  
23

24 **ARTICLE XVIII**

25 **PARAEDUCATORS**  
26  
27

28 **Section 18.1. Paraeducator Groups.**

29 There are three Paraeducator Groups, each of which encompasses the positions identified below:  
30

31 **Section 18.1.1. Instructional/Supervisory Paraeducator.**

- 32 • Basic Education / Categorical Instruction
- 33 • Playground
- 34 • General Supervision  
35

36 **Section 18.1.2. Specialized Paraeducator.**

- 37 • ELL
- 38 • Native-American
- 39 • Migrant
- 40 • Media (e.g., Library & Information Technology)  
41

42 **Section 18.1.3. High Impact Paraeducator.**

- 43 • Behavior Program
- 44 • Intensive Learning Center (ILC)
- 45 • Educational Learning Center (ELC)
- 46 • One-on-One  
47  
48

- This position, involving an employee who works predominantly with a single student for safety reasons (may or may not be a student with a disability), is District-assigned rather than assigned to a specific building
- Incumbent one-on-one paraeducators must be given some notice and consideration that they may be moved to another work site along with the children they serve
- Transitions
- Life Skills

To implement initial Paraeducator Group placement in the 2021-2022 school year for Paraeducator staff members, it is understood that the District will make efforts to maintain current assignments but will assign employees in the best interest of District programs.

### **Section 18.2. Paraeducator Pay.**

The wage rate for the Instructional/Supervisory Paraeducator Group shall be used as the base paraeducator wage rate for the purpose of determining the wage rate for the other Paraeducator Groups. Specialized Paraeducators shall be paid at the base paraeducator wage rate plus seventy-five cents (\$0.75) per hour. High Impact Paraeducators shall be paid at the base paraeducator wage rate plus one dollar eighty cents (\$1.80) per hour.

Paraeducator substitutes shall be paid at Step 1 of Schedule A for the appropriate Paraeducator Group.

### **Section 18.3. Combined Assignment Paraeducators.**

Combined Assignment Paraeducators are defined as Paraeducators who routinely work within more than one (1) Paraeducator Group. Combined Assignment Paraeducators will be paid for their entire shift at the highest Paraeducator Group rate for which they are routinely scheduled. Disputes over definitions of “routinely scheduled” shall be resolved in Conference Committee.

### **Section 18.4. Paraeducator Scheduling.**

Work schedules for Paraeducators shall include the following for the purpose of supporting clear and timely communication between the Paraeducators and their supervisory team:

- A. Paraeducators shall be provided an appropriate amount of time to perform necessary preparatory work as assigned by the teacher(s). Scheduling of this time shall be determined between the employee and their supervisor.
- B. Coordination between paraeducators and their supervising teacher(s) shall be done on work time, not during duty free (uninterrupted) lunch and breaks.
- C. Paraeducators must receive a written schedule showing lunch periods and breaks (uninterrupted and duty-free) at the start of every school year or transition of duties, provided that an employee’s lunch and break schedule may change throughout the year.
- D. All Paraeducators may be assigned to short-term assignments at the discretion of their supervisor (e.g., twenty (20) minutes for recess coverage).

### **Section 18.5. Paraeducator Safety.**

Behavior intervention plans are intended to help students learn appropriate behaviors so they may participate fully in their education. The District shall continue to minimize the risk of injury to

employees from students who engage in potentially dangerous behaviors by (1) sharing all relevant information with employees regarding students they directly work with who are on behavior intervention plans to the full extent permitted by law; (2) encouraging employees to file incident and exposure reports when students engage in behaviors that lead to injuries or exposure to bodily fluids; (3) providing timely training to employees serving students who are on behavior interventions plans; and (4) encouraging the timely development of appropriate intervention plans and strategies based on an analysis of a student's behavior.

"Relevant information" includes any information necessary for the employee to provide effective services to the student, as well as information necessary for the employee to maintain the safety of himself or herself, other employees or other students.

#### **Section 18.6. Paraeducator Safety Training.**

The District shall provide timely training in areas of safety, de-escalation and other related topics to employees. Training required for the specific position or assignment will be listed in the posting for the position or otherwise communicated to applicants. The District will prioritize the training necessary to protect students and staff in an expedited manner to assure that staff can appropriately meet the needs of students and be safe in the assignment.

Employees who administer student catheterization services shall be provided the training as needed. If the job posting and description that the employee was hired under does not include providing catheterization services, they shall have the right of refusal as described under RCW 28A.210.280.

#### **Section 18.7.**

Involuntary changes to a Paraeducator's assignment that shift them into a lower-compensated Group after December 31 will not be reflected in their pay rate until the following school year.

#### **Section 18.8. Seniority Rights of Paraeducators.**

For Paraeducators, contract language addressing "classifications" in Sections 9.1, 9.6, 9.6.1, 9.7, 9.9, and 9.11 will mean employees' Paraeducator Group.

## **ARTICLE XIV**

### **TERM AND SEPARABILITY OF PROVISIONS**

#### **Section 19.1.**

The term of this Agreement shall be September 1, 2021 to August 31, 2024. During the 2023-2024 school year, the parties shall meet and work collaboratively on a joint survey of salaries for benchmark positions in a relevant labor market to provide data to be considered in the negotiation of a successor collective bargaining agreement.

#### **Section 19.2.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except to consider the impact of any legislation enacted

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

**Section 19.3.**

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

**Section 19.4.**

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

**Section 19.5.**

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

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

MOUNT BAKER CHAPTER #818

MOUNT BAKER SCHOOL DISTRICT #507

BY: \_\_\_\_\_  
Belva Tyska, Chapter President

BY: \_\_\_\_\_  
Mary Sewright, Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Mount Baker School District**  
**SCHEDULE A**  
**September 1, 2021 - August 31, 2022**

Fisc Yr	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Para-Educator</b>									
21/22	Paraeducator, Instructional	18.36	19.46	20.38	20.93	21.30	21.66	22.03	22.58
21/22	Paraeducator, Specialized	19.11	20.26	21.21	21.79	22.17	22.55	22.93	23.51
21/22	Paraeducator, High Impact	20.16	21.37	22.38	22.98	23.39	23.79	24.19	24.80
<b>Custodial-Maintenance</b>									
21/22	Lead HS Custodian	25.09	26.60	27.85	28.60	29.11	29.61	30.11	30.86
21/22	Lead Elementary Custodian	24.35	25.81	27.03	27.76	28.24	28.73	29.22	29.95
21/22	Custodian II	22.43	23.78	24.90	25.57	26.02	26.47	26.92	27.59
21/22	Maintenance II	27.64	29.30	30.68	31.51	32.06	32.62	33.17	34.00
<b>Child Nutrition</b>									
21/22	Kitchen Manager	20.83	22.08	23.12	23.74	24.16	24.58	24.99	25.62
21/22	Child Nutrition Worker	18.16	19.25	20.15	20.70	21.06	21.42	21.79	22.33
<b>Secretarial-Clerical</b>									
21/22	Secretary I	21.94	23.26	24.35	25.01	25.45	25.89	26.33	26.99
<b>Special Services</b>									
21/22	Interpreter-Tutor	25.59	27.12	28.40	29.17	29.68	30.19	30.70	31.47
21/22	LPN	26.04	27.60	28.91	29.69	30.21	30.73	31.25	32.03
21/22	Family Services Coordinator	30.46	32.28	33.81	34.72	35.33	35.94	36.55	37.46
21/22	IT Specialist	30.18	31.99	33.50	34.41	35.01	35.61	36.22	37.12
21/22	Career Specialist	25.43	26.95	28.23	28.99	29.50	30.01	30.51	31.28
21/22	COTA		28.45	29.79	30.59	31.13	31.67	32.20	33.01
<b>Transportation</b>									
21/22	Head Mechanic	30.51	32.34	33.86	34.78	35.39	36.00	36.61	37.53
21/22	Assistant Mechanic	26.35	27.93	29.24	30.04	30.56	31.09	31.62	32.41
21/22	Lead Transportation	30.08	31.88	33.39	34.29	34.89	35.49	36.10	37.00
21/22	Bus Driver	24.40	25.86	27.08	27.81	28.30	28.79	29.28	30.01
21/22	Driver Trainer	28.53	30.24	31.67	32.52	33.09	33.66	34.24	35.09
21/22	Bus Aide	18.36	19.46	20.38	20.93	21.30	21.66	22.03	22.58

**Longevity Recognition (See New Proposal)**

**Longevity Recognition**

	<b>Begin</b>	<b>End</b>	<b>Sch Year</b>
Step 1 is in effect from date of hire through completion of first school year (unless hired after May 31)	6/1/2021	8/31/2022	21/22
Step 2 effective for employees working their second School Year with the District (unless hired after May 31)	6/1/2020	5/31/2021	20/21
Step 3 effective for employees working their third School Year with the District (unless hired after May 31)	6/1/2018	5/31/2020	19/20
Step 4 effective for employees working their fifth School Year with the District (unless hired after May 31)	6/1/2013	5/31/2018	17/18
Step 5 effective for employees working their tenth School Year with the District (unless hired after May 31)	6/1/2007	5/31/2013	12/13
Step 6 effective for employees working their sixteenth School Year with the District (unless hired after May 31)	6/1/2000	5/31/2007	06/07
Step 7 effective for employees working their twenty-third School Year with the District (unless hired after May 31)	6/1/1997	5/31/2000	99/00
Step 8 effective for employees working their twenty-sixth School Year with the District (unless hired after May 31)	Before	5/31/1997	96/97
* Schedule shall be adjusted for interruptions of service consistent with the CBA (e.g. full year LOA)			
* Step movement occurs when the employee begins their 21/22 assignment (Year-round employees, September 1st)			



**MOUNT BAKER SCHOOL DISTRICT #507**  
**CLASSIFIED PERFORMANCE EVALUATION**

8/1/02

Employee: \_\_\_\_\_ Title: \_\_\_\_\_ Location: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Additional input received from: \_\_\_\_\_

Evaluation Type: ☐ Probation (90 day) ☐ Annual ☐ Other \_\_\_\_\_

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

1. Job Performance	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Manages time efficiently	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Solves problems effectively	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Adjusts to new assignments/conditions and is flexible to change	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Is calm and objective under stress	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Maintains confidentiality	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Uses good judgment and makes decisions appropriate to the situation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

*Comments:*

2. Job Knowledge	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Has working knowledge/understanding of job	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Demonstrates skill level appropriate to job	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Understands/follows policies, procedures and practices established within district/building	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Successfully completes recommended training	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

*Comments:*

3. Quality of Work	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Work quality meets expected standards	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Works productively and efficiently	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Shows pride and interest in work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

*Comments:*

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

4. Quantity of Work	Meets Expectations	Area for Growth	Does Not Meet Expectations
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a. Amount of work is consistent with job description	↑	↑	↑
b. Demonstrates an understanding of responsibilities	↑	↑	↑
c. Completes work/tasks in a timely manner	↑	↑	↑

*Comments:*

5. Communication	Meets Expectations	Area for Growth	Does Not Meet Expectations
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a. Communicates in a professional manner	↑	↑	↑
b. Listens attentively	↑	↑	↑
c. Understands and responds appropriately to verbal and written communication	↑	↑	↑
d. Communicates clearly and effectively	↑	↑	↑

*Comments:*

6. Human Relations	Meets Expectations	Area for Growth	Does Not Meet Expectations
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a. Treats students, staff and community with courtesy and respect	↑	↑	↑
b. Gets along well with others	↑	↑	↑
c. Works collaboratively with others	↑	↑	↑

*Comments:*

7. Work Attitude	Meets Expectations	Area for Growth	Does Not Meet Expectations
------------------	-----------------------	--------------------	-------------------------------

a. Works cooperatively with supervisor, staff, students, parents and community	↑	↑	↑
b. Accepts direction, instruction and correction in a positive manner	↑	↑	↑

*Comments:*

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

<b>8. Initiative</b>	<b>Meets Expectations</b>	<b>Area for Growth</b>	<b>Does Not Meet Expectations</b>
a. Demonstrates self-motivation	↑	↑	↑
b. Exhibits creative thinking and problem-solving skills	↑	↑	↑
c. Willingness to exceed minimum performance as required by the job	↑	↑	↑

*Comments:*

<b>9. Attendance and Punctuality</b>	<b>Meets Expectations</b>	<b>Area for Growth</b>	<b>Does Not Meet Expectations</b>
a. Maintains good attendance	↑	↑	↑
b. Is punctual; begins working at designated time	↑	↑	↑
c. Calls employer when absent	↑	↑	↑

*Comments:*

<b>10. Dress and Grooming</b>	<b>Meets Expectations</b>	<b>Area for Growth</b>	<b>Does Not Meet Expectations</b>
a. Clothing and grooming are appropriate for position	↑	↑	↑

*Comments:*

<b>11. Safety</b>	<b>Meets Expectations</b>	<b>Area for Growth</b>	<b>Does Not Meet Expectations</b>
a. Understands and applies appropriate safety procedures and practices	↑	↑	↑
b. Maintains orderliness and cleanliness of work area(s)	↑	↑	↑

*Comments:*

<b>12. Dependability</b>	<b>Meets Expectations</b>	<b>Area for Growth</b>	<b>Does Not Meet Expectations</b>
a. Anticipates what needs to be done and follows through	↑	↑	↑
b. Performs tasks and assignments without supervision	↑	↑	↑
c. Completes tasks in a timely manner	↑	↑	↑

*Comments:*

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

**OVERALL PERFORMANCE**  
(CHECK THE APPROPRIATE SPACE)

<input type="checkbox"/> Satisfactory:	Satisfied job requirements; expectations have been met or exceeded.
<input type="checkbox"/> Needs Improvement:	Based on job description requirements and expectations, identify specific areas that need improvement. (Assistance/Improvement Plan attached)
<input type="checkbox"/> Unsatisfactory: improvement. attached)	Employee has not met expectations and is in need of substantial (Assistance/Improvement Plan or process documentation)

**GOAL AREAS FOR NEXT YEAR** *(To be developed jointly between supervisor and employee)*

**EVALUATOR COMMENTS:**

\_\_\_\_\_  
*Evaluator Signature*

\_\_\_\_\_  
*Evaluator Title*

\_\_\_\_\_  
*Date*

**EMPLOYEE COMMENTS:**

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Employee Position*

\_\_\_\_\_  
*Date*

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

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

Copy: Personnel File, Employee, and Supervisor