

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**WHITE PASS SCHOOL DISTRICT #303**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF  
WHITE PASS**

**SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020**



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

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## DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

## PREAMBLE

This Agreement is made and entered into between White Pass School District Number 303 (hereinafter "District" or "Employer") and Public School Employees of White Pass, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association" or "PSE").

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

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### Section 1.1.

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

1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties  
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the  
4 Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).

5  
6 **Section 1.3.**

7 The bargaining unit to which this Agreement is applicable is as follows: any and all employees  
8 performing work as classified employees in any of the following sub-units: custodial-maintenance,  
9 secretarial-clerical, transportation, paraeducator and library technician-grant coordinator; EXCEPT,  
10 fiscal officer, superintendent's secretary, maintenance supervisor, accounting clerk, nurse,  
11 transportation supervisor or any other confidential employee.

12  
13 **Employee Definitions**

14  
15 **Section 1.3.1. Substitute Employee.**

16 A substitute employee is an employee who is employed by the District as a replacement for  
17 another employee who is on intermittent leave or absence. Substitute employees shall be paid  
18 the substitute rates on Schedule A. No other provision of this collective bargaining agreement  
19 shall apply to substitute employees.

20  
21 **Section 1.3.1.1. Bargaining Unit Substitute.**

22 Pursuant to PERC rules, substitute employees working thirty (30) days or more in a  
23 school year are recognized as bargaining unit employees; provided, however, that  
24 bargaining unit substitutes are subject only to the terms of Schedule A. Such bargaining  
25 unit status will remain in effect until such time as the employee separates from  
26 employment in accordance with the provisions of this agreement or is a voluntary quit.  
27 Substitute employees are eligible to participate in the Washington State Public  
28 Employees Retirement System to the extent allowed by state law.

29  
30 **Section 1.3.2. Full-Time Equivalent (FTE):**

31 For purposes other than insurance benefits as provided herein, the percentage of the total  
32 annual hours, including paid holidays worked by an employee, shall be based on two thousand  
33 eighty (2,080) annual hours. For computation of insurance benefits, the percentage shall be  
34 based on one thousand four hundred forty (1,440) annual hours.

35  
36 **Section 1.3.3. Full-Time Employee:**

37 An employee who is employed in a regular position two thousand eighty (2,080) hours per  
38 year [forty (40) hours per week, twelve (12) months per year, two hundred sixty (260) working  
39 days per work year].

40  
41 **Section 1.3.4. Regular Part-Time Employee.**

42 A regular part-time employee is an hourly employee in a regular position who works a regular  
43 monthly schedule, and is not a full-time employee.

44  
45 **Section 1.3.5. Temporary Employee.**

46 An employee who is assigned to a temporary position created due to district determined special  
47 needs or special projects (and not occupied by a regular employee who is on an approved leave)  
48 which exists or, in good faith, is projected to exist for a period not to exceed the end of the

current fiscal year. Temporary positions will be posted. Temporary employees are included in the bargaining unit and subject to the following provisions.

**Section 1.3.5.1. Temporary Employee First 45 Days.**

Temporary employees who work less than forty five (45) consecutive days during the current or immediately preceding school year shall be paid the Schedule A 30-day bargaining unit substitute rate for the first 45 days and will be subject only to the provisions of Article XIX (Insurance), Article XXII (Association Membership), and Article XXIV (Grievance Procedure). It is understood that employment in these positions may be impacted from implementation of Article XVI (Reduction in Force).

**Section 1.3.5.2. Temporary Employee after 45 Days.**

After working more than forty five (45) consecutive days, in addition to the contractual rights identified in Section 1.3.5.1 above, a temporary employee shall have the following additional contractual rights: (a) seniority as defined in Article XIII only for the purpose of establishing preferential rights to assignment to new or open jobs or positions (and not layoffs or reductions in hours); and (b) the retention of seniority rights under this section for a period of one (1) year after the conclusion of the temporary position. Temporary employees working more than 45 days shall be paid at the Schedule A Year 1 rate for the position in which they work. No other provisions of this collective bargaining agreement shall apply to temporary employees working greater than 45 days. It is understood that employment in these positions may be impacted from implementation of Article XVI (Reduction in Force).

**Section 1.3.6. Leave Replacement Employee.**

Persons substituting for an extended (and not intermittent) period of thirty (30) consecutive work days or longer while regular employees are out on sick leave or on other approved leave shall also be known as "Leave Replacement Employees." A leave replacement employee employed from outside the bargaining unit shall be hired as a result of a position posting and shall have the same contractual rights granted to greater than 45 day temporary employees.

**Section 1.3.6.1 Regular Employee Filling a Leave Replacement Position.**

Except when circumstances are detrimental to the education of students or creates a hardship to the department, a regular employee may take a leave from their current position to fill a leave replacement position within the same department or building coming open because of a leave anticipated to exceed thirty (30) working days if the position has greater hours or a higher rate of pay. A leave replacement employee hired from within the bargaining unit shall retain all contractual rights and shall return to his/her former position at the time the initial employee on leave returns. The temporary vacancy created by the regular employee taking leave shall be filled by a Leave Replacement Employee from outside the bargaining unit.

**Section 1.3.6.2 Regular Driver Filling a Driver Leave Replacement Position.**

Regular bus drivers will, by seniority, be offered known driver leave replacement positions of five (5) consecutive days or longer provided the route being subbed has greater time.

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Personnel on layoff status (placed on a recall list) shall have first priority in filling the above described Temporary and/or Leave Replacement positions for which they are qualified. All regular contractual benefits shall apply to these employees while employed in such a Temporary or Leave Replacement position. Placement in such Temporary positions shall not impact the employee's rights and obligations described in Article XVI at the completion of the position.

### Section 1.4.

In the event of a levy failure or substantial student enrollment decline during the period of this Agreement, the District has the right to subcontract out bargaining unit work provided that the provisions of RCW 28A.400.285 and OSPI Feasibility Study requirements are fulfilled. The District shall negotiate with the Association the merits and effects of such a decision.

### Section 1.5.

The District maintains the option to enter into job training projects with the state Department of Employment Security or federal training projects and to set salaries for trainees with these agencies. Such employees are not covered by the terms and conditions of this Agreement. Such employees shall not be used to replace regular District funded employees. If any of these positions become permanent District funded positions, the position(s) shall be opened for bargaining unit consideration.

### Section 1.6.

Neither party shall be compelled to comply to any provision of this agreement which conflicts with state or federal statutes or regulations. 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.

### Section 1.7.

In the event that the provisions of the previous section (1.6) apply to provisions of this Agreement, such provision only shall be open for negotiations.

## ARTICLE II

## RIGHTS OF THE EMPLOYER

## Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in the school board and management officials of the District. Included in these rights is the right to direct the work force, the right to hire, promote, demote, retain, transfer, and assign employees in positions; the right to suspend, discharge, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. All other rights not specifically covered in the contract remain with management.

**ARTICLE III**  
**RIGHTS OF EMPLOYEES**

**Section 3.1.**

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

**Section 3.2.**

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

**Section 3.3. Personnel Files.**

Employees shall, upon request, have the right to inspect all contents of their personnel files kept within the District. Files may be reviewed under the supervision of a supervisor or his/her designee and no materials shall be removed. Employees may request a copy of all materials placed in their files at appropriate costs. Employees have the right to submit a written response pertaining to any materials in their files. Such response shall become part of the personnel file. The District will maintain a single personnel file which shall be kept in the office of the superintendent and shall be controlled by District office personnel. The supervisors may, however, maintain a working file to be destroyed at the end of the year, but the personnel file in the District office is the official personnel file for employees. Each employee shall, at the discretion of the employee, be allowed to request of the superintendent that any negative item more than three (3) years old shall be reviewed for removal from the file, if such negative actions have not reoccurred during said time period. Any item to be removed from the file shall be given to the employee for destruction. The District agrees to purge all computer files that correspond to the item in question. No references to the purged item will remain in the personnel file or other District records. The District shall provide an employee copies of any new documents included in his or her file within three (3) days.

**Section 3.4.**

All employees shall be evaluated annually by their supervisor, prior to the end of the school year. In the case of paraeducators, all written evaluation comments and documents from all teachers shall be attached to the supervisor's evaluation. Employees shall have the right to attach any comments to the evaluation and receive a final copy of the signed evaluation.

**Section 3.5.**

Prior to or at the first meeting between the superintendent and the certificated bargaining group to discuss calendar, classified staff will have the opportunity to provide input regarding the school year calendar based upon data they have collected from the membership.

**Section 3.6.**

The principal and/or federal programs director for each building shall meet with classified staff or their representatives no fewer than three times per year (within two weeks prior or after trimester dates in

1 November and March and the end of the year) to discuss current staffing levels and gather input to  
2 determine possible adjustments and planning for the following year.

3  
4 **Section 3.7.**

5 Neither the District, nor the Association, shall discriminate against any employee subject to this  
6 agreement on the basis of race, creed, color, gender including gender expression or identity, sexual  
7 orientation, religion, age, marital status, honorably discharged veteran or military status, the use of a  
8 trained dog guide or service animal by a person with a disability, or the presence of any physical,  
9 sensory, or mental disability, except insofar as such factors are valid occupational qualifications and  
10 the employee can perform the essential functions of the job.

11  
12 **Section 3.8.**

13 Employees requested to administer medications or perform nursing services shall be provided training  
14 and shall have right of refusal without employer reprisal or disciplinary action. Employees must  
15 receive the training before they are authorized to deliver the service or medication. Such training will  
16 be provided as necessary on an ongoing basis.

17  
18  
19 **ARTICLE IV**

20  
21 **RIGHTS OF THE ASSOCIATION**

22  
23 **Section 4.1.**

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

28  
29 **Section 4.2.**

30 The Association shall promptly be notified by the District of any written disciplinary actions of any  
31 employee in the bargaining unit in accordance with the provisions of Article XV and Article XXIV.  
32 The Association is entitled to have an observer at hearings conducted by any District official or body  
33 arising out of grievance and to make known the Association's views concerning the case.

34  
35 **Section 4.3.**

36 Upon quarterly request the names, addresses, work assignments, and salary information of employees  
37 in the respective subunits will be provided to PSE/SEIU 1948 and updated monthly as changes in  
38 personnel occur. It is the responsibility of each and every employee to keep the personnel office and  
39 the appropriate department head informed of his/her current telephone number and address.

40  
41 **Section 4.4.**

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

44  
45 **Section 4.5.**

46 The president of the Association and/or his/her designated representatives may be provided time off  
47 without loss of pay to a maximum of two (2) days per year to attend local, regional or state meetings



1 when the purpose of those meetings is in the best interests of the District as determined by the District  
2 administration.

3  
4 **Section 4.6.**

5 With prior approval from the superintendent or his/her designee, union officials may be released with  
6 pay to conduct business with the District when the District desires to engage in such transactions  
7 during the officials' regular shift. Such release time will be in addition to any other release time  
8 described in this Agreement and may include contract negotiations.  
9

10  
11 **ARTICLE V**

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

14  
15 **Section 5.1.**

16 It is agreed and understood that matters appropriate for consultation and negotiation between the  
17 District and the Association are policies, programs, and procedures relating to or affecting hours,  
18 wages, grievance procedures and general working conditions of employees in the bargaining unit  
19 subject to this Agreement.  
20

21 **Section 5.2.**

22 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
23 the other party to advise, discuss or consult regarding matters concerning working conditions not  
24 covered by this Agreement.  
25

26 **Section 5.3.**

27 The Association will be provided the opportunity to have a designated Association delegate attend  
28 meetings when the subject of setting or changing the school calendar will affect classified employee  
29 wages, hours, or working conditions.  
30

31  
32 **ARTICLE VI**

33  
34 **ASSOCIATION REPRESENTATION**

35  
36 **Section 6.1.**

37 The Association will designate a Conference Committee of up to three (3) members who will meet  
38 with the superintendent of the District or District's designee at least every other month to discuss  
39 appropriate matters.  
40

41 **Section 6.2.**

42 When formal meetings are held between representatives of the Association and representatives of the  
43 District pursuant to Section 6.1, minutes of such meetings shall be mutually agreed upon and a signed  
44 copy will be forwarded to the superintendent and Association president.  
45

46 **Section 6.3.**

47 The Association representatives shall represent the Association and employees in meeting with  
48 officials of the District to discuss appropriate matters of mutual interest. They may receive and

investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

**Section 6.3.1.**

The Association shall notify the District within ten (10) days after an employee terminates a grievance if the Association intends to continue to pursue the matter to conclusion in accordance with Section 6.3 above.

**Section 6.4.**

Designated representatives of the PSE/SEIU Local 1948 may visit with employees in the bargaining unit for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the school district of his/her arrival in accordance with required District procedures. Provided, that meetings or conferences between employees and the Association will not hamper, interfere or obstruct the employees normal duties or cause a disruption to the educational process.

**ARTICLE VII**

**HOURS OF WORK (Work Shifts)**

**Section 7.1.**

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday) except for those employees designated by the District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five (5) consecutive workdays plus two (2) days of rest which shall be treated as their Saturday and Sunday in that order. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. Each work shift consisting of more than four (4) hours shall include a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. Such lunch period shall not be compensated. Each shift shall also include a fifteen (15) minute first half (½) and a fifteen (15) minute second half (½) rest period, each of which rest periods shall occur as near the middle of each half shift as is practicable. Shifts consisting of more than two (2) but less than four (4) hours shall include a fifteen (15) minute rest period as near the middle of the shift as is practicable.

**Section 7.1.1.**

Paraeducators will be allowed to work their regular hours on scheduled early dismissal and/or late start days during the school calendar year. Paraeducators may opt to take unpaid leave for those hours when students are not present; provided, however, with a minimum of two (2) weeks prior notice, paraeducators will be required to work their regular schedule to attend mandatory trainings.

**Section 7.2.**

Regular employee requested to substitute for or perform duties regularly filled by a higher paid employee in the bargaining unit shall receive compensation equal to that normally received by a Year 1 employee in the higher paid position or five percent (5%) higher than their regular hourly rate of pay,

1 whichever is greater. Employees requested to work in a supervisory, non-bargaining unit position will  
2 receive a five percent (5%) pay increase above their normal rate of pay.

### 3 4 **Section 7.3.**

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

### 9 10 **Section 7.4.**

11 When their attendance is required by the principal or superintendent, bargaining unit employees will be  
12 paid a minimum thirty (30) minutes for attendance at staff meetings.

#### 13 14 **Section 7.4.1.**

15 Drivers will be paid their regular standby rate for attendance at mandatory meetings.

### 16 17 **Section 7.5. Bus Drivers.**

18 A normal workday (i.e., to and from route) shall not be less than two (2) hours including warm-up  
19 time. Bus drivers shall receive pay for thirty (30) minutes per day for the purpose of bus clean-up,  
20 washing, fueling, warm-up, and safety checks in addition to actual hours of driving time. Bus drivers  
21 will also be compensated up to four (4) additional hours per year at the standby rate for the annual bus  
22 cleaning and sanitation work. Drivers shall receive a minimum of one (1) hour pay for each duty call.  
23 A duty call is defined as any work other than the normal work shift or workday. A duty call is defined  
24 as any work assignment noncontiguous to a daily assigned run.

#### 25 26 **Section 7.5.1.**

27 Bus drivers shall be compensated for standby time according to Schedule A. Standby time is  
28 defined as wait time at repair sites, practices, extracurricular activities, field trips, and riding  
29 any time as a passenger in a vehicle.

#### 30 31 **Section 7.5.2.**

32 Bus Drivers required to spend overnight while driving shall be paid seventy-five dollars  
33 (\$75.00) per night. Their lodging costs will be covered. Overnight trips are exempt from duty  
34 call and normal route descriptions as indicated in Section 7.4. Drive time for overnight trips is  
35 calculated as actual time spent driving the bus or pre-tripping. Stand-by time shall be  
36 calculated as time when the driver is not at the hotel and is waiting for students at meal sites,  
37 contests, recreations, opportunities, etc. (Example Daily Schedule as follows: Band leaves for  
38 stadium at 9:00 a.m. Drive time begins at 8:45 for pre-tripping. Drive lasts until 9:15.  
39 (.5 hours drive time). Driver waits at stadium for three hours (three hours standby). Driver  
40 drives students to mall from 12:15 – 12:45 (.5 drive time). Driver waits at mall for 2 hours  
41 (2 hours standby time). Driver takes students back to stadium at 2:45-3:30 (.75 hours drive  
42 time). Waits at stadium for 1 hour (1 hour stand-by). Driver drives students back to hotel at  
43 4:30 – 5:00 (.5 hours drive time). Students are at hotel from 5-7:30 but driver is not with bus  
44 away from “home” site and is therefore not on standby. 7:30 – 8:00 drive to restaurant  
45 (.5 hours drive time). 8:00 – 9:00 at restaurant (1 hour standby time). 9-9:30 they drive back to  
46 hotel (.5 hours drive time). Students are staying at “home” base until morning so driver is off  
47 the clock until the morning. Total for their timecard would be \$75.00 for the overnight, three  
48 hours and 15 minutes of drive time, and seven hours of standby time.

1  
2 **Section 7.5.3.**

3 All regular to and from school bus routes will be posted on or before October 1, with the total  
4 time of the run. Routes will be bid at that time for the remainder of the year according to  
5 seniority; provided, however, that if a driver's total time changes by more than twenty (20)  
6 minutes a senior driver shall have the option to bump to a route driven by a junior employee  
7 with more time than the senior driver.  
8

9 **Section 7.5.4.**

10 To ensure the safety of our students, any employee driving a bus or other school vehicle to  
11 transport students will report to the transportation supervisor any medical conditions that may  
12 affect their ability to operate the bus or school vehicle. This includes the use of prescription  
13 and over the counter medications. If the supervisor determines they should not be operating the  
14 bus or school vehicle, employees may use their accrued sick leave or personal leave to make up  
15 lost work hours. Bus drivers are asked to self-report driving violations that could cause their  
16 Commercial Drivers License to be revoked.  
17

18 **Section 7.6.**

19 All extra trips requiring a bus driver will be posted in the transportation office for drivers'  
20 consideration. Extra trips shall be assigned on a rotating seniority basis. Rotation will begin with the  
21 most senior driver each month. Drivers will not normally be allowed to work in excess of forty (40)  
22 hours per week.  
23

- 24 A. The trips will be posted the last Wednesday of the month, and finalized on the last Friday of  
25 the month. Drivers will meet at 1:00 p.m. on the last Friday of the month to bid on trips. If  
26 a driver will not be available at bid time, the driver may leave a list of selected trips, ranked  
27 in order of preference, with the transportation supervisor so he/she can bid for them when it  
28 is the driver's turn.  
29
- 30 B. Beginning with the top driver in the rotation, each driver may choose one (1) trip from the  
31 posted list. The next driver in rotation order may select one trip followed by each driver,  
32 one trip at a time, continuing until all the extra trips are assigned. If extra trips remain after  
33 all drivers have had an opportunity to bid on one trip, the rotation will continue allowing  
34 drivers to choose additional trips.  
35
- 36 C. Trips that come in during the month will be assigned by seniority and will be offered first to  
37 the most senior driver. Trips that come in during the month are not subject to the rotation  
38 process.  
39
- 40 D. Any trips that have not been taken by regular drivers once bids have been finalized will be  
41 offered to the substitute drivers.  
42
- 43 E. If after offering by seniority a trip remains unfilled, the supervisor may assign to the least  
44 senior driver.  
45
- 46 F. Drivers that miss their morning route because of the "eight hour" rule will take that time off  
47 without pay.  
48

1 The District will post trips in advance and a driver who signs up is obligated to take the trip. Should a  
2 situation arise where they are unable to take the run, the driver shall notify the transportation  
3 supervisor and the trip will be offered to the next driver in the bid rotation. If no driver accepts the  
4 trip, the supervisor may assign to the least senior driver.

### 5 6 **Section 7.7. Paraeducator Substituting for Certificated Staff.**

7 In the event that all reasonable effort to obtain a certificated substitute has been exhausted, the  
8 following will occur.

9  
10 **Step 1.** Paraeducators, excluding one-on-one assistants unless student is absent, and special grant  
11 funded positions such as GEAR UP, will be called according to the following procedures:

- 12  
13 1. They have indicated an interest to be called through a prior building sign up list (one-on-one  
14 paraeducators may sign but it is understood they will only be called if their student is absent); and  
15 provided they are qualified for the position. Paraeducators on the list will be called on a rotating  
16 seniority basis unless a paraeducator is available and not assigned to a regular shift on that day. It is  
17 understood that qualified paraeducators with a "day off" will have priority (in seniority order) over  
18 paraeducators on the seniority list who are working that day. A person cannot exceed forty (40)  
19 hours per week, which includes all work hours for the District, unless approved by the District.
- 20  
21 2. To begin the rotation process, at the beginning of the school year, the district will begin with the  
22 most senior person in each building. Seniority lists by building will be developed and will only  
23 include those who have indicated prior interest and are qualified (as determined by the district) to  
24 participate. In the event that the person responsible for attaining a substitute cannot reach a person  
25 on the list after having made a reasonable attempt, they will go on to the next person in the  
26 rotation. The District will develop a record-keeping process to insure adherence to the above  
27 procedures and rotating seniority rights. Paraeducators will have a right of refusal but if they do so  
28 will be placed at the bottom of the list and lose their turn. It is also understood that paraeducators  
29 who sign up for subbing for certificated staff will do so with a willingness to accept a variety of  
30 possible assignments.
- 31  
32 3. In an emergency case where no certificated sub is reasonably available and no paraeducator on the  
33 sub list is willing to substitute for the absent teacher; the district reserves the right to assign  
34 qualified paraeducators to substitute in the least disruptive manner possible and in reverse seniority  
35 order.

#### 36 37 **Section 7.7.1. Definitions.**

38 Hours for Certificated Substitute: a half-day for a substitute for a certificated employee is three  
39 (3) hours. One-On-One Assistant: person who is responsible for a one-on-one student for fifty  
40 percent (50%) or more of the time.

#### 41 42 **Section 7.7.2. Compensation.**

43 Regular paraeducators substituting for certificated staff shall be paid at the regular certificated  
44 substitute wage rate per day; or if substituting for certificated staff for three (3) hours or less  
45 paraeducators will be paid the certificated substitute teacher hourly rate. Said dollar amounts  
46 will be adjusted accordingly if the certificated substitute daily wage rate increases. In the case  
47 of a classified substitute is not performing satisfactorily by fulfilling the expectations of the  
48 teacher substituted for, a meeting will be held discussing the needed changes. This will be

documented and will include the teacher, an administrator, association representative and the classified substitute. The classified substitute will be given one (1) more opportunity to be effective in that room. If this attempt is also not successful, the teacher then has the right to request that the said classified person not be called again for that particular class.

**Section 7.8.**

In the event of an unusual school closure, including a late start or early release, due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of one (1) hour's pay at base rate in the event of such a closure; provided, however, that no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work.

**Section 7.8.1.**

With prior approval from their immediate supervisor, an employee may flex their work schedule to make up for all lost work hours. An employee may also elect to use vacation, personal leave, emergency leave (deducted from accrued sick leave), or accumulated compensatory time to be compensated for all lost work hours caused by school closures due to inclement weather, plant inoperation, or the like.

**Section 7.9.**

Bargaining unit employees shall have first choice of added summer work provided they are qualified for the work.

**Section 7.10.**

The District will provide the sum of two hundred fifty dollars (\$250.00) per year for the maintenance employee and bus mechanic for the use of personal tools and equipment.

**ARTICLE VIII**

**OVERTIME**

**Section 8.1.**

Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided. Provided, however, that if an individual is doing the work on regular time that becomes overtime, they will be assigned the overtime. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. All overtime must be approved in advance by the superintendent or his/her designee.

**Section 8.2.**

All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the employee's base hourly rate and shall receive prior approval by their immediate supervisor or superintendent.

1 **Section 8.3. Compensatory Time Off.**

2 An employee may, at his/her option, request compensatory time off in lieu of overtime compensation  
3 or payment for hours worked beyond forty (40) in one week. Compensatory time in lieu of overtime  
4 as provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each hour  
5 worked. If compensatory time cannot be used in the same pay period, it may be accrued and records  
6 kept. Payment for any unused compensatory time will be made annually in the June payroll.

7  
8 **Section 8.4.**

9 Employees, other than bus drivers on voluntary assignments, called back on a regular workday or  
10 called on Saturday or Sunday, shall receive no less than two (2) hours pay at the appropriate rate.  
11

12  
13 **ARTICLE IX**

14  
15 **HOLIDAYS**

16  
17 **Section 9.1.**

18 All employees shall receive the following paid holidays that fall within their work year:  
19

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| 20 1. Presidents' Day             | 8. Thanksgiving Day              |
| 21 2. New Year's Day              | 9. Day after Thanksgiving        |
| 22 3. Martin Luther King Birthday | 10. Day before Christmas         |
| 23 4. Memorial Day                | 11. Christmas Day                |
| 24 5. Independence Day            | 12. Day after Christmas          |
| 25 6. Labor Day                   | 13. Day before or after July 4th |
| 26 7. Veterans' Day               |                                  |

27  
28 **Section 9.2. Unworked Holidays.**

29 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the  
30 time the holiday occurs. An employee who is on the active payroll on the holiday and has worked  
31 either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the  
32 holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An  
33 exception to this requirement will occur if the employee can furnish proof satisfactory to the District  
34 that because of illness he was unable to work on either of such shifts, and his/her absence previous to  
35 such holiday by reason of such illness has not been longer than thirty (30) regular workdays.  
36

37 **Section 9.3. Worked Holidays.**

38 Employees who are required to work by their immediate supervisor or superintendent on the above-  
39 described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) times  
40 their base rate for all hours worked on such holidays.  
41

42 **Section 9.4. Holidays During Vacation.**

43 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one  
44 extra day of vacation with pay in lieu of the holiday as such.  
45

46 **Section 9.5.**

47 The school district will allow less than twelve-month employees to take two (2) unpaid holidays per  
48 calendar year for a reason of faith or conscience or an organized activity conducted under the auspices

1 of a religious denomination, church, or religious organization; provided, that the employee's absence  
2 would not impose an undue hardship on the District pursuant to WAC 82-56-020.

## 3 4 5 **ARTICLE X**

### 6 7 **SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE**

#### 8 9 **Section 10.1. Sick Leave.**

10 A twelve (12) month employee shall accumulate twelve (12) days of sick leave per year. Each nine (9)  
11 month employee shall accumulate ten (10) days of sick leave each year. Sick leave shall be vested  
12 when earned, and may be accumulated up to a maximum of one hundred eighty (180) days. The  
13 employee shall be entitled to the projected number of days of sick leave at the beginning of the school  
14 year. Sick leave benefits shall be paid on the basis of the base hourly rate applicable to the employee's  
15 normal daily work shift; provided, however, that should an employee's normal daily work shift  
16 increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be  
17 paid in accordance with his/her normal daily work shift at the time the sick leave is taken, and the  
18 accumulated benefits will be expended on an hourly rather than a daily basis.

#### 19 20 **Section 10.1.1.**

21 Employees utilizing all sick leave days prior to working the entire fiscal year will be prorated  
22 per months worked. Appropriate corrections will be made on the last check.

#### 23 24 **Section 10.2. Bereavement Leave.**

25 Each employee shall be entitled to a maximum of five (5) days leave with pay per year for absence  
26 caused by death to an employee's child, spouse, parent, step-parent, grandparent, sibling, parent-in-law,  
27 individual in employee's household, or significant person. Such bereavement leave shall not be  
28 deducted from sick leave. Bereavement leave is noncumulative. The employee may submit a request  
29 to the superintendent for additional days leave with pay that will be deducted from other paid leave  
30 (e.g., sick leave, vacation, personal, etc.). If no paid leave is available, the employee may request  
31 unpaid leave.

#### 32 33 **Section 10.3. Personal Leave.**

34 Each employee shall have two (2) personal leave days with pay per year for activities that cannot be  
35 accomplished outside the normal work schedule. Notification shall be made to the employee's  
36 immediate supervisor twenty-four (24) hours in advance of the need for such leave, except in the case  
37 of emergencies, and the employee shall not be required to state the reason for taking such leave other  
38 than that he/she is taking it under this section. An employee may accumulate up to five (5) personal  
39 leave days (an employee shall not have any more than five (5) personal days in any one contract year.)

40  
41 Personal leave cannot be taken the first or last week of school. For special reasons, this leave may be  
42 taken with the Superintendent's approval during the first or last week of school. The Superintendent's  
43 decision cannot be grieved.

44  
45 At the request of the employee, unused personal leave may be compensated to the employee at the  
46 substitute rate at the end of each school year.



1 **Section 10.4. Short-Term Leave.**

2 Non-paid short-term leave for classified employees will be allowed for special occasions. Applications  
3 for unpaid leave must be made to the Superintendent in writing at least five (5) days prior to the  
4 planned absence. The employee must state in writing to the Superintendent his/her reason for the  
5 leave. The decision of the Superintendent regarding the leave is final. The Superintendent's decision  
6 cannot be grieved.

7  
8 **Section 10.5. L&I Leave.**

9 In the event employees are absent for reasons which are covered by industrial insurance, the District  
10 shall pay the employee an amount equal to the difference between the amount paid the employee by  
11 the Washington State Department of Labor and Industries (L&I) and the amount the employee would  
12 normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance  
13 with the amount paid to the employee by the District.

14  
15 **Section 10.6. Sick Leave Attendance Incentive Program.**

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

23  
24 **Section 10.6.1.**

25 At the time of separation from school district employment, pursuant to the provisions of  
26 RCW 28A.400.210, 212, an eligible employee or the employee's estate shall receive  
27 remuneration at a rate equal to one (1) day's current monetary compensation for each four (4)  
28 full days accrued leave for illness or injury.

29  
30 **Section 10.7. Judicial Leave.**

31 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
32 as a codefendant with the District, such employee shall receive a normal day's pay for each day of  
33 required presence in court; provided, however, that any compensation received for such service shall  
34 be remitted to the school district. In the event that an employee is a party in a court action, such  
35 employee may request a leave without pay.

36  
37 **Section 10.8. Washington State Family Care Act.**

38 An employee shall be eligible to utilize a choice of accrued sick leave or other paid leave to care for a  
39 child of the employee, a spouse or significant person, parent, parent-in-law, or grandparent of the  
40 employee with a health or emergency condition that requires treatment or supervision. The District  
41 shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against  
42 an employee who uses this leave.

43  
44 **Section 10.9.**

45 The District agrees to establish and administer a leave sharing program in accordance with  
46 RCW 28A.400.380.

**ARTICLE XI**  
**LEAVE OF ABSENCE**

**Section 11.1.**

Upon recommendation of the immediate supervisor through administrative channels to the superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year. If the employee does not return at the end of the leave of absence, or if employment is obtained during the leave of absence, all rights under this contract shall be lost. The employee must inform the District in writing by April 1 regarding their intent to return to the District the following year. If they do not inform the District by April 1, all rights to employment may be forfeited.

**Section 11.2.**

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of the above provisions.

**Section 11.3.**

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave and seniority rights shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for a job related injury, seniority shall accrue.

**ARTICLE XII**  
**VACATIONS**

**Section 12.1.**

Vacations will be as follows.

- A. During the first year of current continuous employment – 96 hours (12 days) per annum.
- B. During the second year of current continuous employment – 104 hours (13 days) per annum.
- C. During the third and fourth years of current continuous employment – 112 hours (14 days) per annum.
- D. During the fifth, sixth, and seventh years of current continuous employment – 120 hours (15 days) per annum.
- E. During the eighth, ninth, and tenth total years of employment – 128 hours (16 days) per annum.
- F. During the eleventh year of total employment – 136 hours (17 days) per annum.
- G. During the twelfth year of total employment – 144 hours (18 days) per annum.
- H. During the thirteenth year of total employment – 152 hours (19 days) per annum.

1 No employee can bank more than a maximum of thirty (30) vacation days. Employees with more than  
2 30 days will no longer accrue additional vacation days; provided however, that an employee may cash  
3 out up to five (5) days each year at their present rate of pay for the purpose of reducing excess vacation  
4 and maintaining a vacation accrual of less than 30 days. Maximum vacation taken at any one time  
5 would be three (3) weeks.

6  
7 Grandfathered Employees: on September 1, 2017, current employees with more than 30 days of  
8 accrued vacation will be allowed to keep their current total days and will continue to accrue vacation;  
9 provided, however, that any employee who separates from employment or transfers to a non-vacation  
10 eligible position will be limited to the maximum accrual of thirty (30) vacation days allowed under  
11 state statute at their present rate of pay.

12  
13 **Section 12.2.**

14 Vacations shall be mutually agreed upon by the employee and supervisor and scheduled and approved  
15 within five (5) work days of request, provided the request is made fifteen (15) days or more in advance  
16 of the requested vacation.

17  
18  
19 **ARTICLE XIII**

20  
21 **SENIORITY**

22  
23 **Section 13.1.**

24 The seniority of an employee in the bargaining unit shall be established as of the date on which he was  
25 hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

26  
27 **Section 13.2.**

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

- 29  
30 A. Resignation;  
31 B. Discharge for any reason contained in this Agreement;  
32 C. Retirement; or  
33 D. Change in job classification within the bargaining unit, as hereinafter provided.

34  
35 **Section 13.3.**

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

- 37  
38 A. Time lost by reason of industrial accident, industrial illness or jury duty;  
39 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
40 United States;  
41 C. Time spent on other authorized leaves of absence, not to exceed one year, or  
42 D. Time spent in layoff status of no more than twenty-four (24) months.

43  
44 **Section 13.4.**

45 Seniority rights shall be effective within the general job classification. General job classification is  
46 defined as a subunit within the bargaining unit, and shall include, without limitation; those subunits  
47 enumerated in Article I of this Agreement.

1 **Section 13.5.**

2 The employee with the earliest hire date shall have absolute preferential rights regarding shift  
3 selection, vacation periods and special services, including overtime; provided, however, that extra  
4 transportation trips shall be assigned according to Section 7.5. The employee with the earliest hire date  
5 shall have preferential rights regarding promotions, assignment to new or open positions, and layoffs,  
6 when ability and performance are substantially equal with those individuals junior to him. If the  
7 District determines that seniority rights should not govern because a junior employee possesses ability  
8 and performance substantially greater than a senior employee or employees, the District shall set forth  
9 in writing to the employee or employees and the Association's grievance committee chairman its  
10 reasons why the senior employee or employees have been bypassed. In May or June of each year,  
11 prior to the end of the school year, each paraeducator will meet with the district superintendent or their  
12 designee to select the paraeducator's shift, work location, and daily assignments (i.e., POS, secretarial,  
13 recess, ISS, afterschool detention and/or tutoring, bus supervision, special education, regular  
14 education, tech, preschool, den, chill, GEAR UP) for the following school year.

15  
16 **Section 13.6.**

17 An employee who changes job classification within the bargaining unit shall retain his/her hire date in  
18 the previous classification for a period of one year, notwithstanding that he has acquired a new hire  
19 date and a new classification.

20  
21 **Section 13.7.**

22 The District shall provide current seniority lists for each classification at the beginning of each school  
23 year to be posted on Association bulletin boards.

24  
25 **Section 13.8.**

26 Paraeducators in a position which has a loss of more than one (1) hour during the school year shall  
27 have the option to bump to a position held by a junior employee with more hours than the senior  
28 employee. If they choose to bump, they must bump to the least senior employee's position whose  
29 hours are most equivalent with their position (i.e., Annette's five hour position is reduced to three  
30 hours. Betty, Candy, Debi and Emily in order of seniority, have 5.0, 4.75, 4.5 and 3.75 hour positions  
31 respectively. Annette bumps into Debi's position because this still represents less than a 1.0 hour loss  
32 to Annette. Debi is then in the bumping role. If no position exists which has less than a one hour  
33 decrease, the bumping employee bumps into the highest hours per day position.) Employees may bid  
34 for additional posted hours provided they are qualified and their work schedule allows for the added  
35 time.

36  
37 **Section 13.9.**

38 In the event employees have the same seniority date, ties will be broken by picking a number or  
39 drawing straws.

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## ARTICLE XIV

### PROBATIONARY PERIOD

#### **Section 14.1.**

Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following the hiring date. During this probationary period the District may discharge such employee without cause.

## ARTICLE XV

### DISCHARGE OF EMPLOYEES

#### **Section 15.1.**

The District may discharge any employee subject to this Agreement for justifiable cause. If the District has reason to reprimand or discipline a single employee, it shall be done in a manner which will not embarrass the employee before other employees or the public, unless due to time and safety, some other means such as radio must be utilized.

#### **Section 15.2.**

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

#### **Section 15.3. Notification To Non-Annual Employees.**

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

##### **Section 15.3.1.**

Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

##### **Section 15.3.2.**

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

##### **Section 15.3.3.**

Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

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**ARTICLE XVI**  
**REDUCTION IN FORCE**

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**Section 16.1.**

In the event that the school board determines a reduction in force in the positions covered by this Agreement is necessary, individuals will be retained on the basis of needs of the District, qualifications of individuals as determined by administration, and consideration for seniority.

**Section 16.2.**

An individual laid off shall be placed on a recall list for a period of twenty-four (24) months from the date of termination in their department; e.g., custodial/maintenance, transportation, paraeducators and library technicians, secretarial/clerical. Employees will receive two (2) weeks notice of layoff.

**Section 16.3.**

Personnel on layoff status who fail to keep the District office advised of change in address, etc., or who reject a job offer in their classification forfeit all rights and benefits of re-employment consideration and shall be removed from the layoff list.

**Section 16.4.**

A person recalled shall be reinstated at the same experience level on the salary schedule as when laid off. The individual will retain seniority, accrued sick leave days available at the time of layoff, and the same position on vacation schedule as at the time of layoff, however, he/she may not necessarily be assigned to the identical position occupied before the layoff.

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**ARTICLE XVII**  
**RETIREMENT**

**Section 17.1.**

All employees meeting the state guidelines shall be eligible to participate in the Washington State Public Employees' Retirement System.

**Section 17.2.**

The District will make a reasonable effort to maintain employee records relating to retirement benefits, and will assist an employee in establishing a claim for retirement by providing a copy of available records of deductions and payments to the state.

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**ARTICLE XVIII**  
**VOCATIONAL TRAINING**

**Section 18.1.**

During the term of this Agreement, the District agrees to develop a Professional Development fund to which it contributes \$2,000 annually for supervisor approved in-state training. The fund shall accumulate during the term of the Agreement up to \$6,000. A committee consisting of at least three

(3) members, including an Association designee and an administrator, will review the request for funds and determine which requests will be awarded. Any member not awarded requested funds will be provided reasons why those funds were denied. Should there be questions about the process, which arise during the distribution of funds, or if an employee is concerned about the manner in which the funds were distributed, the committee will meet with the employee; provided, however, requests not awarded are not subject to the grievance process.

**Section 18.2.**

Employees requested to attend such courses by the superintendent, or his/her designee, shall be paid for tuition costs and materials.

**Section 18.3.**

Employees required to attend at hours other than their regularly scheduled shifts shall be paid at their regular hourly wage rate per hour in addition to tuition and materials. Bus drivers will be paid at the standby rate. Employees required to attend during their regular scheduled work hours shall be paid at their regular rate of pay.

**Section 18.4.**

Paraeducators and Library Technician staff shall be offered professional development or work opportunities for no fewer than six of the annual early release days. Four of those days shall be for professional development and two shall be for work in the building as determined by the principal. The dates for those trainings and work opportunities shall be determined by a vote of the paraeducators with the district determining which shall be professional development and which shall be in-building. Paraeducators must work on those early release days to be compensated for them. No sick or personal days will be allowed for those afternoons. The paraeducators and district administrators shall jointly agree to topics for professional development. By February 1 of each year, the monies from unused days shall be pooled and provided for additional principal approved work opportunities as specified in Section 13.5.

**ARTICLE XIX**

**INSURANCE**

**Section 19.1.**

The District agrees to provide the state funded amount per month based upon an employee's FTE. Insurance FTE is based on 1440 hours. The District will pay \$14.80 per month per employee of the retiree subsidy contribution (HCA carve-out) to the Washington State Health Care Authority.

**Section 19.2.**

Insurance monies shall be used to finance medical/dental options mutually agreed upon by the District and the Association.

**Section 19.3.**

Each employee shall be entitled to the monies generated on the basis of their FTE, with the exception of employees receiving monies greater than required for a single or family unit of insurance coverage.

1           **Section 19.3.1.**

2           Each eligible employee selecting medical benefit insurance coverage shall, pursuant to  
3           RCW 28A.400.280, pay a minimum premium charge. The minimum monthly charge shall be  
4           2% of the monthly medical premium for the plan chosen by the employee. Such minimum  
5           monthly charge shall be paid regardless of the impact of pooling and the monthly charge shall  
6           be included into the pool for distribution.

7  
8           Monies generated by employees and not utilized for a unit's coverage shall be kept in a pool and  
9           distributed on the basis of employee's daily work hours for those requiring monies for insurance above  
10          their FTE generated amount.

11  
12          **Section 19.4.**

13          Costs that exceed the funding available from the employee's FTE and pool shall be borne by the  
14          employees and shall be deducted from the employee's monthly salary.

15  
16          **Section 19.5.**

17          Individuals working less than full-time will receive a pro-ratio of monies toward premiums based upon  
18          their FTE and medical/dental coverage needs from the pool; provided, however, those employees who  
19          are employed less than full-time shall have the option to enroll in all insurance programs within  
20          enrollment guidelines set by insurance carriers and as mutually agreed by the parties; provided further,  
21          such employees will be required to pay any excess costs for such insurance programs which are in  
22          excess of their prorated benefits.

23  
24          **Section 19.6.**

25          Only one (1) unit of medical/dental insurance coverage will be available per family unit from the pool.  
26          It is understood that except for the addition of new dependents, enrollments for dependents shall close  
27          on October 1, annually.

28  
29          **Section 19.7.**

30          The board will make payment of all premiums for each employee to assure coverage for the period  
31          commencing on the date of ratification and ending August 31. If an employee terminates his/her  
32          employment prior to the end of the school year, coverage of insurance shall terminate at the end of the  
33          month in which termination occurred.

34  
35          **Section 19.8.**

36          New employees to the District, who wish to enroll in the insurance benefit plans, must do so within the  
37          sign up period, as determined by the insurance carrier. The District will make materials available to  
38          new employees at the payroll office.

39  
40  
41                                   **ARTICLE XX**

42                                   **BULLETIN BOARDS**

43  
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45          **Section 20.1.**

46          The District shall provide a bulletin board in each school for the use of the Association. The bulletins  
47          posted by the Association are the responsibility of the officials of the Association. Each bulletin shall  
48          be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not



1 be posted. There shall be no other distribution or posting by employees or the Association of  
2 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other  
3 than herein provided. No materials posted will violate the Public Disclosure Commission (PDC)  
4 rules and regulations.

5  
6 **Section 20.2.**

7 The responsibility for the prompt removal of notices from the bulletin boards after they have served  
8 their purpose shall rest with the individual who posted such notices.  
9

10  
11 **ARTICLE XXI**  
12  
13 **POSITION DESCRIPTIONS**  
14

15 **Section 21.1.**

16 Job descriptions for all positions covered by this Agreement shall be provided to the Association  
17 president annually.  
18

19 **Section 21.2.**

20 The District will provide the Association with such amendments, changes, and additions to job  
21 descriptions as they may from time to time occur.  
22

23 **Section 21.3.**

24 The District shall publicize within the bargaining unit for five (5) work days, the availability of new or  
25 open job positions as soon as possible after the District is apprised of the opening. All job postings  
26 will show the date/time of the original notice. The District will publicize new and open positions in-  
27 house via the District's website/email and may also post a hardcopy at each worksite. A copy of the  
28 job posting shall also be forwarded to the president of the Association or the president's designee. If  
29 after five (5) work days the District determines there are no qualified applicants from within the  
30 bargaining unit, then the District may publicize and accept applications from outside the bargaining  
31 unit.  
32

33  
34 **ARTICLE XXII**  
35  
36 **MAINTENANCE OF MEMBERSHIP**  
37

38 **Section 22.1.**

39 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member  
40 of the Association in good standing shall, as a condition of employment, maintain his/her membership  
41 in the Association in good standing during the period of this Agreement.  
42

43 **Section 22.2.**

44 All employees in classifications subject to this Agreement who are not members of the Association on  
45 the effective date of this Agreement and all employees in classifications subject to this Agreement who  
46 are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of  
47 employment, become members in good standing of the Association within thirty (30) days of the  
48 effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable.

Such employee shall then maintain his/her membership in the Association in accordance with the previous section.

**Section 22.3.**

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing him as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of membership requirements of Sections 22.1 and 22.2, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the current agency fee, as determined by the Association and certified by the secretary of PSE/SEIU Local 1948. This service charge shall be collected by the Association in the same manner as monthly dues.

**Section 22.4.**

Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Association, be immediately discharged from employment by the District.

**Section 22.5.**

The District will notify the Association of all new hires within ten (10) work days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

**Section 22.6.**

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission.

**ARTICLE XXIII**

**CHECKOFF**

**Section 23.1.**

The District shall deduct PSE/SEIU Local 1948 dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the PSE/SEIU Local 1948 on a monthly basis.

**Section 23.2.**

The District shall deduct local dues as established by the local PSE chapter and remit the same to the treasurer of the local PSE chapter. Local chapter dues shall not be deducted from the pay of agency fee payers or religious objectors. If any change in amount or process is made to the established local dues deduction, the chapter will notify the District prior to September 1 in writing.

1 **Section 23.3. COPE.**

2 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
3 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
4 voluntarily chooses for deduction for political purposes and shall transmit the same to the treasurer  
5 of PSE/SEIU 1948. The employee may revoke the request at any time.  
6  
7

8 **ARTICLE XXIV**

9  
10 **GRIEVANCE PROCEDURE**  
11

12 **Section 24.1.**

13 Grievances or complaints arising between the District and its employees within the bargaining units  
14 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
15 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.  
16

17 **Section 24.2. Grievance Steps.**

18 **Section 24.2.1.**

19 Employees shall first discuss the grievance with their immediate supervisor. If employees so  
20 wish, they may be accompanied by an Association representative at such discussion. All  
21 grievances not brought to the immediate supervisor in accordance with the preceding sentence  
22 within ten (10) work days of occurrence of the grievance shall be invalid and subject to no  
23 further processing.  
24

25 **Section 24.2.2.**

26 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
27 section, the employee shall reduce to writing a statement of the grievance containing the  
28 following:  
29

- 30 A. The facts on which the grievance is based;  
31 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
32 C. The remedy sought.  
33  
34

35 Within fifteen (15) work days of the discussion, the employee shall submit the written  
36 statement of grievance to the immediate supervisor for reconsideration and shall submit a copy  
37 to the official in the District Office responsible for personnel. After such submission, the  
38 parties will have fifteen (15) work days to resolve the grievance. If an agreeable disposition is  
39 made, all parties to the grievance shall sign it.  
40

41 **Section 24.2.3.**

42 If no settlement has been reached within the fifteen (15) days referred to in the preceding  
43 subsection, a written statement of grievance shall be submitted within fifteen (15) work days to  
44 the Superintendent or his/her designee. After such submission, the parties will have fifteen (15)  
45 work days to resolve the grievance by indicating on the statement of grievance the disposition.  
46 If an agreeable disposition has been made, all parties to the grievance shall sign it.  
47

1 **Section 24.2.4.**

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

14 **Section 24.2.5.**

15 If the grievance is denied, the complaining party may demand arbitration of the grievance. Any  
16 dispute, claim or grievance arising out of or relating to the interpretation or the application of  
17 this Agreement shall then be submitted for final and binding arbitration. Such arbitration shall  
18 be conducted by an arbitrator under the rules and administration of the American Arbitration  
19 Association. During arbitration under this step, neither the District nor the grievant will be  
20 permitted to assert any grounds not previously disclosed to the other party in preceding  
21 grievance steps. The parties further agree to accept the arbitrator's award as final and binding  
22 upon them.  
23

24 Each party shall bear the full cost for its side of the arbitration, and will pay one-half (½) of the  
25 cost of the arbitrator and the American Arbitration Association administration. The arbitrator  
26 shall have no power to make awards contrary to state or federal laws and regulations.  
27

28 **ARTICLE XXV**

29 **SALARIES**  
30  
31  
32

33 **Section 25.1.**

34 All state funds for PSE/SEIU Local 1948 classified salaries and benefits shall be passed through for  
35 each year of this Agreement. Incremental steps on Schedule A shall be funded by the District. Salaries  
36 are listed as per attached Schedule A.  
37

38 **Section 25.2.**

39 The salaries, insurance benefits and provisions related thereto, contained in this Agreement are entered  
40 into subject to the limitations imposed by the current RCW and the current Budget Appropriations Act.  
41

42 **Section 25.3.**

43 If the District is apprised that these increases in salaries or insurances places the District out of  
44 compliance by SPI, the state auditor, or a court of competent jurisdiction, this Agreement shall be  
45 reopened for negotiations.  
46  
47

1 **Section 25.4.**

2 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this  
3 Agreement, if feasible, with payroll cut-off periods.

4  
5 **Section 25.5.**

6 The District shall pay the current Washington State rate amount per mile reimbursement for all  
7 employees who utilize their own vehicle for District approved business or travel if a school vehicle is  
8 not available.

9  
10 **Section 25.6.**

11 Bus drivers will be reimbursed by the District one hundred dollars (\$100.00) per year per employee for  
12 required DOT physicals.

13  
14 **Section 25.7.**

15 Bargaining unit employees shall be reimbursed for out-of-pocket expenses incurred for emergency  
16 substitute teacher certificate renewal, fingerprinting/background checks renewal, and CPR/first aid  
17 classes required as a condition of employment.

18  
19 **ARTICLE XXVI**

20  
21 **NO STRIKE - NO LOCKOUT**

22  
23 **Section 26.1.**

24 The Association shall not strike and the District shall not lock out bargaining unit employees during  
25 the term of this Agreement.

26  
27 **ARTICLE XXVII**

28  
29 **TERM**

30  
31 **Section 27.1.**

32 The term of this Agreement shall be September 1, 2017 through August 31, 2020.

33  
34 **Section 27.2.**

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

37  
38 **Section 27.3.**

39 This Agreement is the complete Agreement of the parties. Anything not contained herein is not agreed  
40 to. This Agreement may be reopened and modified at any time during its term upon mutual consent of  
41 the parties. This Agreement shall be reopened as necessary to consider the impact of any legislation  
42 enacted which may affect the terms and conditions herein or create authority to alter personnel  
43 practices in public employment.

44  
45 **Section 27.3.1.**

46 This Agreement will be reopened for 2018-2019 to negotiate salaries and benefits impacted by  
47 legislative action. This Agreement will also be reopened for 2019-2020 to negotiate salaries  
48 and benefits impacted by legislative action.

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7 **S I G N A T U R E   P A G E**  
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10

11  
12 PUBLIC SCHOOL EMPLOYEES  
13 OF WASHINGTON/SEIU LOCAL 1948

14  
15 PUBLIC SCHOOL EMPLOYEES  
16 OF WHITE PASS

WHITE PASS SCHOOL DISTRICT #303

17  
18  
19  
20 BY:           /signature on file/            
21       Kristi Davis, Chapter President

BY:           /signature on file/            
Blake Griffith, Chairperson, School Board

22  
23  
24  
25 DATE:       August 28, 2017      

DATE:       August 28, 2017      

26  
27  
28  
29 BY:           /signature on file/            
30       Paul Farris, Superintendent  
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**Schedule A**  
**White Pass School District #303**  
**September 1, 2017 – August 31, 2018**

<b>Position</b>	<b>Substitute<sup>1</sup></b>	<b>Bargaining Unit Substitute 30-Day<sup>2</sup></b>	<b>Year 1</b>	<b>Year 4</b>	<b>Year 8</b>	<b>Year 12</b>	<b>Year 15</b>
Custodian	\$14.98	\$15.29	\$15.44	\$16.08	\$16.72	\$17.36	\$17.99
Paraeducator	\$12.64	\$12.90	\$13.03	\$13.70	\$14.35	\$15.02	\$15.67
Secretary	\$14.47	\$14.77	\$14.92	\$15.51	\$16.12	\$16.73	\$17.33
Bookkeeper/Jr. Sr. High Secretary	\$15.51	\$15.83	\$15.99	\$16.61	\$17.25	\$17.88	\$18.51
Maintenance	\$17.34	\$17.70	\$17.88	\$18.53	\$19.18	\$19.82	\$20.47
Mechanic <sup>3</sup>	\$17.79	\$18.16	\$18.34	\$19.02	\$19.68	\$20.36	\$21.02
Library Technician	\$12.64	\$12.90	\$13.03	\$13.70	\$14.35	\$15.02	\$15.67
Bus Driver	\$16.63	\$16.97	\$17.14	\$17.39	\$17.64	\$17.92	\$18.18
Standby	\$12.47	\$12.73	\$12.86	\$13.04	\$13.23	\$13.44	\$13.64
Grant Coordinator	\$15.51	\$15.83	\$15.99	\$16.61	\$17.25	\$17.88	\$18.51

<sup>1</sup>97% of Year 1 rate.

<sup>2</sup>99% of Year 1 rate.

<sup>3</sup>Mechanic will be paid an additional 5% when covering for the Transportation Supervisor (*Section 7.2*).

Employees hired prior to September 1, 2014, are grandfathered at their 2013-2014 wage rate until their years of service and/or the current Schedule A rate exceeds their grandfathered rate. Upon 15 years of service, grandfathered employees will receive a 1% longevity increase above their 2013-2014 rate.

Year step increases, when applicable, shall take effect on the employee's anniversary date, which is the first day of work after school board approval.





# Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WHITE PASS AND THE WHITE PASS SCHOOL DISTRICT NO. 303. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXVII, SECTION 27.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree:

1. The Schedule A be amended to read as attached.
2. That the 2018-2019 state allocation for insurance per FTE (1,440 hour base) per month referenced in Section 19.1 is \$843.97.
3. That the 2018-2019 HCA retiree payment to the Washington State Health Care Authority is \$71.08 per FTE.

This Letter of Agreement shall become effective September 1, 2018; shall remain in effect until August 31, 2019; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WHITE PASS

WHITE PASS SCHOOL DISTRICT NO. 303

BY: \_\_\_\_\_  
Cheryl Goff, Chapter President

BY: \_\_\_\_\_  
Dr. Paul Farris, Superintendent

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

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

**Schedule A**  
**White Pass School District #303**  
**September 1, 2018 – August 31, 2019**

Position	Substitute	Bargaining Unit Substitute 30-Day	Year 1	Year 4	Year 8	Year 12	Year 15
Custodian	\$15.26	\$15.58	\$16.20	\$16.81	\$17.44	\$18.09	\$18.77
Paraeducator	\$13.00	\$13.26	\$14.00	\$14.53	\$15.07	\$15.63	\$16.22
Secretary	\$14.74	\$15.05	\$15.38	\$15.96	\$16.56	\$17.18	\$17.82
Bookkeeper Jr. Sr. High Secretary	\$15.80	\$16.13	\$16.49	\$17.10	\$17.75	\$18.41	\$19.10
Maintenance	\$17.67	\$18.04	\$18.43	\$19.13	\$19.84	\$20.59	\$21.36
Mechanic	\$18.13	\$18.51	\$18.91	\$19.62	\$20.35	\$21.12	\$21.91
Library Technician	\$13.00	\$13.26	\$14.00	\$14.53	\$15.07	\$15.63	\$16.22
Bus Driver	\$16.95	\$17.29	\$17.67	\$18.33	\$19.02	\$19.73	\$20.47
Standby	\$13.00	\$13.26	\$13.26	\$13.76	\$14.27	\$14.81	\$15.36
Grant Coordinator	\$20.68	\$21.11	\$21.32	\$21.94	\$22.58	\$23.21	\$23.84

Mechanic will be paid an additional 5% when covering for the Transportation Supervisor (*Section 7.2*).

Employees hired prior to September 1, 2014, are grandfathered at their 2013-2014 wage rate until their years of service and/or the current Schedule A rate exceeds their grandfathered rate. Upon 15 years of service, grandfathered employees will receive a 1% longevity increase above their 2013-2014 rate.

Year step increases, when applicable, shall take effect on the employee's anniversary date, which is the first day of work after school board approval.