

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ENTIAT SCHOOL DISTRICT #127

AND

PUBLIC SCHOOL EMPLOYEES OF

ENTIAT CHAPTER

SEPTEMBER 1, 2020 - AUGUST 31, 2023



Public School Employees of Washington/SEIU Local 1948

P.O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

www.pseclassified.org

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I	1
ARTICLE II	2
ARTICLE III	2
ARTICLE IV	5
ARTICLE V	6
ARTICLE VI	7
ARTICLE VII	7
ARTICLE VIII	11
ARTICLE IX	13
ARTICLE X	19
ARTICLE XI	21
ARTICLE XII	22
ARTICLE XIII	23
ARTICLE XIV	23
ARTICLE XV	25
ARTICLE XVI	28
ARTICLE XVII	31
ARTICLE XVIII	31
SIGNATURE PAGE	32
SCHEDULE A	33-34

1
2 **P R E A M B L E**
3

4 This Agreement is made and entered into between Entiat School District Number 127 (hereinafter
5 “District”) and Public School Employees of Entiat, an affiliate of Public School Employees of
6 Washington/SEIU Local 1948 (hereinafter “Association”).
7

8 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
9 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
10 parties agree as follows:
11

12
13 **A R T I C L E I**
14

15 **RECOGNITION AND COVERAGE OF AGREEMENT**
16

17 **Section 1.1.**

18 The District hereby recognizes the Association as the exclusive representative of all employees in the
19 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of
20 representing the interests of all such employees whether or not they are members of the Association.
21
22

23 **Section 1.2.**

24 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
25 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
26 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
27

28 **Section 1.3.**

29 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
30 the following general job classifications: Transportation, Custodial, Maintenance, Secretarial-Clerical,
31 Para-Educators, School Nurse, Brailist/Sign Language Interpreter and Food Service; except the
32 following positions: Business Manager (1), Superintendent’s Secretary (1), and Fiscal Assistant (1).
33

34 **Section 1.4. Substitute Employees.**

35 Substitute employees are employed sporadically to fill a position of a permanent or temporary classified
36 employee in an existing position for up to thirty (30) consecutive workdays. Substitute employees shall
37 be paid at the first-year step and will not receive other benefits or contract rights.
38

39 **Section 1.4.1. Temporary Employees.**

40 Temporary positions are created due to short-term, occasional staffing needs which do not
41 warrant the posting of a permanent position or the addition of hours to regular bargaining unit
42 employees. Temporary positions that exceed thirty (30) consecutive workdays shall be opened
43 and posted pursuant to Section 10.7.
44

45 **Section 1.4.2. Permanent Employees Filling Temporary Positions.**

46 Permanent employees may apply for a posted temporary position and if assigned to the
47 position, the permanent employee’s position shall be filled by a substitute employee. In no
48 case will more than one (1) regular employee be allowed to change positions under such



1 circumstances. A permanent employee who chooses to move to a temporary position must
2 remain in the temporary position until it has expired and will return to his/her former
3 position when the temporary position has expired. If a temporary position is filled by a
4 substitute employee, the employee will be considered a temporary employee.
5
6
7
8

9 ARTICLE II

10 RIGHTS OF THE EMPLOYER

11 **Section 2.1.**

12 It is agreed that the customary and usual rights, powers, functions, and authority of management are
13 vested in management officials of the District. Included in these rights in accordance with and subject
14 to applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain,
15 transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other
16 disciplinary action against employees; and the right to release employees from duties because of lack of
17 work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the
18 District operation by determining the methods, the means, and the personnel by which operations
19 undertaken by the employees in the unit are to be conducted.
20
21
22

23 **Section 2.2. Bus Driver Drug/Alcohol Testing.**

24 The District will implement Federal Department of Transportation (DOT) Bus Driver Drug/Alcohol
25 testing procedures and may discipline up to and including discharge for verified positive test results,
26 subject to just cause provisions.
27
28
29
30

31 ARTICLE III

32 RIGHTS OF EMPLOYEES

33 **Section 3.1. Employee Protection.**

34 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
35 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
36 The freedom of such employees to assist the Association shall be recognized as extending to
37 participation in the management of the Association. The District shall take whatever action required or
38 refrain from such action in order to assure employees that no interference, restraint, coercion, or
39 discrimination is allowed within the District to encourage or discourage membership in any employee
40 organization.
41
42
43

44 **Section 3.2. Personal Concerns.**

45 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
46 Association representatives and/or appropriate officials of the District.
47
48

1 **Section 3.3. Right of Representation.**

2 Employees subject to this Agreement have the right to have an Association representative present at the
3 discussion between themselves and the supervisor and/or other representatives of the District, limited to
4 two (2) from each side, as hereinafter provided, unless mutually agreed.

5
6 **Section 3.4. Non-Discrimination.**

7 Neither the District, nor the Association, shall discriminate against any employee subject to this
8 agreement on the basis of sex, race, creed, religion, color, national origin, age, marital status,
9 honorably discharged veteran or military status, sexual orientation including gender expression or
10 identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or
11 service animal by a person with a disability which does not interfere with the performance of duties or
12 endanger the health or safety of the physically handicapped person or others.

13
14 **Section 3.5. Personnel Files.**

15 Each employee shall have the right to review the contents of his/her personnel file kept in the District
16 administration office. An employee may attach comments to any material in the file. During any
17 review, an official or representative of the Association may be present. Each employee shall be
18 provided a copy of all potentially derogatory material placed in his/her personnel file at the time of its
19 insertion into the file. Any derogatory material in an employee's personnel file which is not brought to
20 the attention of the employee may not be used in any disciplinary action against the employee.

21
22 All items inserted into an employee's personnel file will be signed and dated by the employee at the
23 time of insertion. The employee's signature will indicate the employee has received a copy of the item
24 to be placed in the file but does not necessarily indicate the employee's agreement with the contents
25 therein. All derogatory material contained in the file shall be removed upon mutual consent. The
26 employee shall have the right, after two (2) years, to remove derogatory material, provided that no
27 subsequent discipline for a like offense has been imposed during the intervening period. In accordance
28 with state law, no information related to substantiated verbal or physical abuse or sexual misconduct
29 may be removed from any employee file. Evaluations and legal issues will remain in the personnel
30 file.

31
32 **Section 3.5.1. Working Files.**

33 Building administrators or supervisors may keep or maintain working files relative to those
34 employees for which they hold responsibility to evaluate. Such working files are not part of the
35 employee's personnel file, are subject to review upon request by the employee, and documents
36 therein shall remain in the working file for one (1) year from date of insertion.

37
38 **Section 3.5.2. Classified Lead Working Files.**

39 Classified lead employees may keep or maintain working files relative to those employees for
40 which they hold responsibility to direct and are responsible for ensuring the expectations of the
41 District are met by the employees. Such working files are not part of the employee's personnel
42 file, are only kept as a reference for the Lead to work with the building administrator or
43 supervisor as needed for evaluations and/or disciplinary action. Documents shall remain in the
44 Lead working file for one (1) year from date of insertion.

45
46 **Section 3.6. Employee Evaluations.**

47 Each employee shall be evaluated in writing at least once annually. Employees will be given a copy of
48 the evaluation report ten (10) days prior to the last day of school. The evaluation will be discussed with

1 each employee, and the employee will be afforded the opportunity to attach written comments or
2 statements to the evaluation report/form (attached). Unsatisfactory performance will be discussed with
3 employees in a timely manner.
4

5 **Section 3.7. Confrontational or Potentially Dangerous Situations.**

6 Employees, acting within the scope of their duties may use reasonable measures with students, patrons,
7 or other persons as is necessary to protect his/her self, another employee or another student from attack,
8 physical or verbal abuse or injury, or to prevent damage to District or personal property. The District
9 shall provide liability insurance for the protection of employees while engaged in the maintenance of
10 order and discipline and the protection of school personnel, students, and property.
11

12 Classified employees will be notified within twenty-four (24) hours of any known potentially
13 dangerous situation that may occur that may affect the safety of the affected employee, e.g., discovery
14 of weapons, discovery of drugs, gang activity, etc.
15

16 **Section 3.8. Administration of Medication.**

17 “High Needs” Para’s shall be trained to take care of extraordinary needs that apply to students within
18 the school district. Secretaries will dispense prescription or over the counter oral medications and
19 attend to the general needs of students i.e. band-aides, cold packs, small injuries, etc. Employees who
20 deem themselves unfit to perform medical procedures or administer medication, may request a review
21 of the assignment with their supervisor and the Superintendent within three (3) days of being assigned
22 the job. Employees shall respond to emergency situations and accidents, by providing basic first aid
23 until professional help arrives. Employees providing health care as provided in this Agreement shall be
24 held harmless for any actions arising from the act or failure to act of the employee, providing the
25 employee is acting within the scope of his/her employment.
26

27 **Section 3.9. Use of Video Cameras on Buses and in Schools.**

28 The use of video cameras on District operated school buses and in schools is for the purpose of
29 reducing discipline problems, thus providing a safer environment for students and staff. The reason for
30 recording the transportation or school environment is to provide school officials, drivers and
31 parents/guardians/custodians with documentation when dealing with inappropriate student behavior.
32 Recorded video shall be retained in a secure location for up to five (5) workdays unless it is needed to
33 support disciplinary action.
34

35 When student discipline issues create a need for reviewing the recording(s), the recording(s) will be
36 appropriately labeled and stored in a secure location. The employee may view the recording(s) at a set
37 time and at a designated location along with the administration transportation supervisor or designee.
38

39 **Section 3.10. Right to Attend Association Meetings.**

40 With permission of their supervisor, bargaining unit members will be allowed to flex their work shift
41 up to one hour in order to attend Association Meetings.
42

43 **Section 3.11. Continuing Employees.**

44 Employees will receive notification of their employment for the upcoming school year on/or before the
45 last day of the student school year.
46
47
48

1 **Section 3.12. Job Descriptions.**

2 All employees subject to this Agreement will be provided with a written job description on their first
3 day of employment, whenever the job description is changed or updated, and upon request. Copies of
4 all job descriptions will be given to the Chapter President as they are developed and updated, and upon
5 request. The District and PSE will work to develop and update job descriptions for positions
6 represented by this contract, as necessary.
7
8
9

10 **ARTICLE IV**

11 **RIGHTS OF THE ASSOCIATION**

12
13
14 **Section 4.1. Employee Representation.**

15 The Association has the right and responsibility to represent the interests of all employees in the unit
16 during school board meetings regarding the formulation, development and implementation of labor
17 relations matters, practices, and policies which are within the authority of the District; to present its
18 views to the District on matters of concern; to enter collective negotiations with the object of reaching
19 an agreement applicable to all employees within the bargaining unit.
20

21 **Section 4.2. Delegation of Rights or Duties.**

22 The Association reserves and retains the right to delegate any right or duty contained herein to
23 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State
24 Organization.
25

26 **Section 4.3. Release Time for Association Business.**

27 The Chapter President and/or designated representative(s) will be allowed, without loss of pay to a
28 maximum six (6) workdays per year for the purpose of conducting Association business or to attend
29 regional or State PSE events. The Chapter President and or designee shall provide the Superintendent
30 and the employee’s supervisor at least five (5) workdays notice of each employee’s use of Association
31 leave. No more than two (2) employees district-wide may utilize such leave on any given day.
32

33 The Association shall reimburse the District for the cost of a substitute for each day of Association
34 Business Leave, should one be required. If the Association uses more than the agreed to number of
35 days, the Association shall reimburse the District for the full cost of the employee’s wages and
36 benefits, plus the cost of a substitute, if one was required.
37

38 **Section 4.4. Information to PSE Membership Department.**

39 The District will provide PSE a monthly bargaining unit employee membership list transmitted
40 electronically, containing every bargaining unit member employee’s: name; employee number;
41 classification; job title; work location; phone number; address; hourly rate of pay; hours worked; gross
42 pay; union dues paid; and language preference. The District shall also submit the monthly board
43 personnel report. The Association may request, on no more than a monthly basis, a list of non-member
44 employees working in the bargaining unit. Such list shall contain name; classification; job title; work
45 location; and hourly rate of pay.
46

47 **Section 4.5. Association Visits.**

48 Representatives of the Association, after receiving approval of the Superintendent, shall have access to



1 the District premises during business hours, provided that no conferences or meetings between
2 employees and Association representatives will in any way hamper or obstruct the normal flow of
3 work.

4
5 **Section 4.6. Meeting with New Hires.**

6 As part of the general orientation of each new employee within the bargaining unit subject to this
7 Agreement, the Association shall be allowed to meet for up to thirty (30) minutes with new hires and
8 provide such employee with a copy of this Agreement and dues authorization forms. Upon notification
9 by the District of all new hires during the year, the Association shall provide such employees with a
10 copy of this Agreement and dues authorization forms. The District shall inform the Association within
11 ten (10) days of all new hires. The Association shall be allowed to meet with all newly hired classified
12 employees for up to thirty (30) minutes during the workday. District representatives shall not be
13 present during PSE's presentation. The Association shall have the right to distribute materials, such as
14 PSE new hire packets, at the Orientation. These meetings are allowed during work time and are with
15 pay.

16
17 **Section 4.7. Notification of Disciplinary Actions.**

18 The Association shall promptly be notified by the District of any disciplinary actions of any employee in
19 the unit in accordance with the provisions of Articles XI and XV. The Association is entitled to have an
20 observer at hearings conducted by any District official or body arising out of grievance and to make
21 known the Association's views concerning the case.

22
23 **Section 4.8. Bulletin Boards.**

24 The District shall provide a bulletin board space in each building for the use of the Association. The
25 Association shall have the right to post notices of its activities and matters of Association concern.

26
27 **Section 4.9. Use of District Facilities and Equipment.**

28 The Association shall have the right to use District facilities and equipment normally used by
29 employees, including, but not limited to computers, copiers, and all types of audio-visual equipment at
30 reasonable times outside employee's contracted time. The Association shall pay for the reasonable cost
31 of all materials and supplies used.

32
33 **Section 4.10. Meeting Sites.**

34 The Association shall have the right to use District buildings for meetings and to transact official
35 business. Such use shall be scheduled in advance and subject to as needed custodial charges.

36
37
38 **ARTICLE V**

39
40
41 **APPROPRIATE MATTERS FOR NEGOTIATION**

42
43 **Section 5.1. Mandatory Subjects.**

44 It is agreed and understood that matters appropriate for negotiations between the District and the
45 Association are hours, wages, grievance procedures and general working conditions of employees in
46 the bargaining unit subject to this Agreement. The District shall notify the Association of changes in
47 personnel practices that affect employees with the unit.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor/Management Committee.

The Chapter President or designee(s), as specified in writing to the Superintendent, will meet with the Superintendent on a mutually agreeable basis to discuss appropriate matters. The Chapter Representatives will be allowed time during working hours for attendance at these meetings. These meetings shall not be construed as negotiating sessions.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Work Week.

The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days off, Saturday and Sunday. For employees hired after August 1, 1993, the work week may consist of any five (5) consecutive days followed by two (2) consecutive days off when the position is posted as such.

Section 7.1.1. Workday.

Each employee shall be assigned specific work hours per day. On scheduled early release days such as the Wednesday before Thanksgiving, and the last day of school, Paraeducators may work reduced hours in order to depart once all students have left the school and all duties have been completed. All other employees may depart once all duties are completed and Secretaries may close offices and depart at 2:00 p.m. All employees shall receive pay for actual hours work as recorded on timesheets.

Section 7.2.

Each employee shall be assigned to a definite location and regular work schedule and work week, which shall not be changed without prior notice to the employee of ten (10) working days, except during the first two (2) weeks of the student school year and in emergency situations. Provided, however, that such notification of changes in location or work schedule may be waived by mutual agreement of the employee and the supervisor. However, daily tasks may be changed at the discretion of the supervisor to coincide with school district needs and building use without being subject to the ten (10) working day notice requirement.

Section 7.3. Shifts.

A regular work shift will consist of eight and a half (8.5) hours including a mutually agreed upon uninterrupted thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Twelve (12) month employees, with approval of the Superintendent, may be allowed to arrange their shifts to reflect non-regular shifts during the summer break.



1 **Section 7.3.1. Four (4) Day, Ten (10) Hour Shift.**

2 During the summer when school is not in session, year-round employees may request to work a
3 shift of four (4) ten (10) hour workdays. The day will consist of at least ten and one-half (10
4 ½) hours with a minimum of an uninterrupted one-half (1/2) hour unpaid lunch as near the
5 middle of the shift as is practicable, in addition to two (2) fifteen (15) minute paid rest periods
6 as near the middle of each half shift as is practicable. During a four (4) day, ten (10) hour work
7 week, an employee shall be paid at the overtime rate for hours worked over forty (40) hours per
8 week. Employees will work with their supervisor to determine their schedule during a holiday
9 week. The holiday will remain an eight (8) hour paid non workday. Requests for working four
10 (4) ten (10) hour workdays shall be submitted to the supervisor in writing at least three (3)
11 weeks prior to the four (4) ten (10) hour shift beginning.
12

13 **Section 7.4.**

14 Any shift of five (5) or more hours, but less than eight and a half (8.5) hours shall receive an unpaid
15 thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. The
16 employee will also receive a ten (10) minute rest period in the pre-lunch work time and a ten (10)
17 minute rest period in the post-lunch time.
18

19 **Section 7.4.1.**

20 Any shift of three (3) or more hours, but less than five (5) hours shall receive a ten (10) minute
21 rest period as near the middle of the shift as practicable. Employees working less than a three
22 (3) hour shift shall receive no rest period.
23

24 **Section 7.5.**

25 Employees required to work through their regular lunch periods will be given time to eat at a time
26 agreed upon between the employee and supervisor. In the event the District requires an employee to
27 forego a lunch period and the employee works the entire shift, including the lunch period, the employee
28 shall be compensated for the foregone lunch period at overtime rates, in accordance with Section 7.8.
29

30 **Section 7.6. School Closure.**

31 In the event of an unusual school closure due to inclement weather or plant inoperation, the District will
32 make every effort to notify each employee to refrain from coming to work. Employees reporting to
33 work shall work a minimum of two (2) hours.
34

35 **Section 7.6.1.**

36 Both parties agree that, due to school closures caused by inclement weather, the classified
37 employees shall suffer no loss of pay because of make-up days being waived by the State of
38 Washington.
39

40 Furthermore, both parties agree that the following options shall be made available to affected
41 employees not required to work during suspended operations/road restrictions:

- 42 1. Annual Leave (vacation), personal leave, emergency leave.
- 43 2. Leave without pay.
- 44 3. Reasonable opportunity to make up work time lost as a result of suspended
45 operation/road restrictions.
46
47
48

1 **Section 7.6.2. Emergency School Closure.**

2 If schools are closed due to an epidemic, pandemic, natural disaster, or other state of
3 emergency(s) the District will confer with PSE to address the impact of the closure on wages,
4 hours and working conditions. The parties acknowledge that financial impacts to the District in
5 such circumstances may result in a change of the educational program that leads to a reduction
6 of hours and/or staff.
7

8 **Section 7.7. Higher and Lower Paid Positions.**

9 Employees requested to work in a position with a higher rate of pay shall receive compensation equal to
10 that normally received by an employee in the higher paid position, at the incremental step level of the
11 employee requested to work in the position. Any employee requested by their supervisor to work in a
12 lower paying position will receive their regular rate of pay.
13

14 **Section 7.8.**

15 All hours worked in excess of forty (40) hours, within a regular work week, shall be compensated at
16 one and a half (1 ½) times the employee’s base pay. All hours worked in excess of forty-eight (48)
17 hours within a work week shall be compensated at a rate twice the employee’s base rate. For the
18 purposes of calculating overtime, holiday hours (as listed in Section 8.1) shall be considered as hours
19 worked.
20

21 **Section 7.8.1. Call-Back.**

- 22 1. A call-back is defined as any work requested by the District other than the regular work
23 shift or workday and is of an unexpected and unplanned nature and is noncontiguous with
24 the regular shift or workday.
- 25 2. Minimum call-back time shall be two (2) hours.
- 26 3. Compensation for call-back on a regular workday is at the overtime rate of one and one-
27 half (1.5) times the employee’s hourly rate.
- 28 4. Compensation for call-back on a weekend is at the rate twice the employee’s hourly rate.
- 29 5. Compensation for call-back on a holiday is per Section 8.1.3.
30

31 **Section 7.9.**

32 In those years which contain more than two hundred- sixty (260) workdays, these “extra” days will not
33 result in an additional workday(s) for full-time employees. These “extra” days will result in a day(s) off
34 as jointly determined by the employee and his/her supervisor. The employee will schedule the “extra”
35 day(s) off with their supervisor at least one (1) week in advance. The “extra” day(s) will be scheduled
36 during non-student days.

37 2020-2021 – 261 workdays
38 2021-2022 – 261 workdays
39 2022-2023 – 261 workdays
40

41 **Section 7.10. Transportation Routes.**

42 Recognizing that personnel in the Transportation classification present special shift problems, the
43 parties agree that shifts shall be established in that classification by the district in relation to routes and
44 driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided
45 however, that all bus driver route and trip shifts shall include fifteen (15) minutes paid time per run for
46 the purpose of performing a pre-trip inspection and a post-trip inspection/bus clean-up. A regular
47 driver’s daily minimum time for combined AM/PM route driving time, including pre-trip and post-trip,
48 shall be four (4) hours. If actual driving time, including pre-trip and post-trip, is less than four (4)



1 hours for a combined regular AM/PM run, the employee will be assigned other transportation duties
2 within the Transportation Department. The assignment of other transportation duties shall be
3 contiguous to either the AM or PM route. If there is no extra work available, the Transportation Lead
4 may release the employee, but the employee shall still receive the four (4) hour minimum. The four (4)
5 hour minimum does not apply to drivers whose hours exceed the four (4) hours total within the district.
6

7 All trips other than regular daily scheduled bus runs shall be called extra trips and shall be compensated
8 at the driver's regular driving rate based on the trip duration listed on Schedule A, of this Agreement.
9 In the event that an extra trip is canceled, the District shall make every effort to notify the affected
10 driver of the cancellation as soon as is practicable. If the driver reports for work without notification of
11 the trip being cancelled, the driver shall receive two (2) hours pay at the appropriate rate. Drivers will
12 be given reasonable notice of all extra trips.
13

14 **Section 7.10.1.**

15 Extra trips other than regular daily runs shall be assigned to regular drivers, by seniority, from a
16 rotating roster of all regular drivers. Regular drivers will maintain their regular to and from bus
17 assignments unless they are a making trip. Substitutes will fill regular daily runs for regular
18 bus drivers on extra trips or for regular drivers unable to drive their regular daily runs.
19

20 **Section 7.10.2.**

21 The method for bidding of extra trips is as follows:

22 Beginning with the most senior driver at the start of each school year, all regular drivers will
23 take turns bidding on trips that are posted on two (2) separate extra trip boards. Bidding will
24 continue in seniority order until all trips have been bid on. The last driver to bid on a trip for
25 the board's period will be noted, and the next driver in seniority order will begin the bidding
26 process at the next bid period.
27

28 If a new extra trip is added during the month, the driver who is up for the next bid choice will
29 have first option to bid for the new trip.
30

31 **Section 7.10.3.**

32 If an extra trip has been cancelled and rescheduled, the driver moves with that trip. If the
33 cancelled trip is not rescheduled, the driver will have first choice in the next bid period to bid a
34 trip with comparable driving hours (as close as possible). If the trip in May or June is cancelled
35 and another new extra trip is not added that the driver of the cancelled trip could bid for, the
36 driver loses the trip and retains no claim to the first bid slot in the following school year.
37

38 **Section 7.10.4.**

39 There will be two (2) extra trip boards maintained as follows:

40 Extra Day Trip Board – Bid monthly (e.g., field trips or sports trips, not overnight).

41 Overnight Trip Board – Bid monthly as scheduled (all trips that include overnight stays).

42 Each board will have seniority rotation applied to it separately, and bidding rotation for both
43 boards will start over with the most senior regular driver each school year.
44

45 **Section 7.11.**

46 When employees are required by the District to attend meetings for the purpose of training, said
47 employees shall receive their regular rate of pay. District shall pay the cost of physical examinations,
48 X-rays, health certificates, first aid classes, driver recertification classes, and other tests required as a

1 condition of employment. If the employee uses her/his own physician, reimbursement to the employee
2 will be given up to a maximum of the usual charge of the District's physician. District shall reimburse
3 regular drivers for the cost of the skills test and the knowledge test required for the Commercial
4 Driver's License for bus drivers. These reimbursements are given only once in each renewal period.

5
6 **Section 7.12. Planning/Prep Time.**

7 The District recognizes that time to complete duties is critical for optimal job performance, in
8 particular Para Educators assigned to assist certified teachers. Para Educators are encouraged to discuss
9 with their supervising teacher(s) and or principal any concerns.

10 Work schedules for Para Educators shall include the following:

- 11 A. Passing time between classes or other duties.
- 12 B. Allowance for transition from one duty to another (example: transitioning from classroom to
13 playground).
- 14 C. Coordination between Para Educators and their supervising teacher shall be done on duty time,
15 not during lunch or rest periods. Para Educators shall be allowed up to ten (10) minutes daily
16 to read and answer job related emails.

17
18 **Section 7.13. Access to Necessary IEP and 504 Plan Data.**

19 To enable paraeducators and bus drivers who work with and transport students with IEPs and 504
20 Plans to better understand the needs of such students, the District will provide to paraeducators and bus
21 drivers relevant information that is necessary to improve the services provided to such students.

22
23
24 **ARTICLE VIII**

25
26 **HOLIDAYS AND VACATIONS**

27
28 **Section 8.1. Holidays.**

29 All employees shall receive the following paid holidays that fall within their work year as designated
30 by the state legislature:

- 31
- 32 1. New Year's Day
- 33 2. Martin Luther King Day
- 34 3. Presidents Day
- 35 4. Memorial Day
- 36 5. Independence Day
- 37 6. Labor Day
- 38 7. Veterans Day
- 8. Thanksgiving Day
- 9. Day after Thanksgiving/Native American
Heritage Day
- 10. Day before or day after Christmas (as mutually
agreed between the District and Association)
- 11. Christmas Day

39
40 **Section 8.1.1. Unworked Holidays.**

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

1 **Section 8.1.2. Holidays During Vacation.**

2 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take
3 one (1) extra day of vacation with pay.
4

5 **Section 8.1.3. Holiday Worked.**

6 Employees who work the above holidays shall receive the holiday pay due them plus twice their
7 base rate of for any hours worked on the holiday.
8

9 **Section 8.2. Unpaid Holiday for Reason of Faith or Conscience.**

10 Employees are entitled to two (2) unpaid holidays per year for a reason of faith or conscience or for an
11 organized activity conducted under the auspices of a religious denomination, church, or religious
12 organization. The employee may select and request the days on which the employee desires to take the
13 two (2) unpaid holidays after consultation with his/her supervisor pursuant to the procedure below. If
14 the employee elects to take the two (2) unpaid holidays on specific days for any of the above reasons,
15 the employer must allow the employee to do so unless the employee’s absence would impose an undue
16 hardship on the employer. Undue hardship is defined as action causing significant difficulty or
17 expense to the district. Existence of an undue hardship will be determined on a case-by-case basis,
18 taking into account specific objective facts and circumstances present at the time of each request, and
19 considering factors listed on the ‘Unpaid Holiday’ request form. An employee must submit an
20 ‘Unpaid Holiday’ request form to his/her immediate supervisor ten (10) workdays prior to the
21 requested unpaid holiday. No more than three (3) classified employees may be absent for an unpaid
22 holiday on any given day. The following restrictions will apply:
23

- 24 1. No unpaid holidays will be taken during the ten (10) workdays prior to the date the school year
25 starts, during the first ten (10) workdays of school or the last ten (10) workdays of school.
26 Unpaid holidays will not be used to extend vacations, school breaks, or other holidays, or as
27 vacation days, or to shorten the school year.
28
- 29 2. However, an employee may submit a written request to the Superintendent for unpaid holiday
30 leave that falls in conjunction with #1 or #2 if the reason of faith or conscience or the organized
31 activity is so scheduled. The decision to grant the request for an unpaid holiday under #1 or #2
32 will be at the sole discretion of the Superintendent.
33

34 Unpaid holidays are not cumulative from year to year.
35

36 **Section 8.3. Vacation Credit.**

37 All employees working a minimum of eleven (11) full months per year shall be eligible for hours of
38 vacation credit. All employees entitled to vacation credit shall be granted ten (10) days of paid
39 vacation. For each year of service thereafter one (1) day will be added to the employee’s vacation
40 credit to a maximum of twenty (20) days. A “day” of vacation shall be based on the number of hours in
41 the employee’s regular workday. After the first thirty (30) days, the employee may use vacation time as
42 it is accrued.
43

44 **Section 8.3.1.**

45 Any vacation credit currently due, but unused by September 1st may be carried into the
46 following year with the approval of the immediate supervisor and administration. No vacation
47 may be carried over for more than one (1) year beyond the date on which it became due;
48 provided, however, no employee shall be denied accrued vacation benefits due to District



1 employment needs. All vacation time for employees must be taken during summer vacation
2 period when school is not in session, except employees will be allowed to take one (1) week
3 during the school year if no more than one (1) employee is gone at the same time. Vacations
4 shall be scheduled at the written request of the employee and with approval of the
5 Superintendent. Vacations must be scheduled in a manner so as not to disrupt the normal
6 activities of the District.

7
8 **Section 8.3.2.**

9 Any employee who is discharged or who terminates employment shall receive payment for
10 unused accrued vacation credit with their final paycheck.
11

12
13
14 **ARTICLE IX**

15
16 **LEAVES**

17
18 **Section 9.1. Sick Leave.**

19 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
20 however that no employee that works a full school year, shall accumulate less than ten (10) days of sick
21 leave per school year. An employee working eleven (11) days in a calendar month will be given credit
22 for the full calendar month. School term employees hired during the school year shall also receive one
23 (1) day sick leave for June, even if there are less than eleven (11) workdays in that month. Leave shall
24 be vested when earned and may be accumulated to the legal limit.
25

26 **Section 9.1.1.**

27 The District shall project the number of annual days of sick leave at the beginning of the school
28 year or when the employee is hired, according to the estimated calendar months the employee
29 is to work during that year. The employee shall be entitled to the projected number of days of
30 leave at the beginning of the school year. Sick leave shall be paid at the employee's hourly rate
31 and normal daily work shift in effect at the time the sick leave is taken. However, if
32 employment with the District terminates and the employee has used more sick leave than
33 earned, due to the aforementioned projection, the District is entitled to payment from the
34 employee in an amount equal to the unearned sick leave used by the employee. The District
35 may require verification from a physician if the employee is off work for more than three (3)
36 consecutive workdays.
37

38 The District may also request verification from a physician if the employee is off work for less
39 than three (3) consecutive days, if an abuse of sick leave is indicated, and in accordance with
40 State and Federal family leave law. The employee shall be allowed to provide the verification
41 within a reasonable time period during or after the leave. The District's requirement for
42 verification may not result in an unreasonable burden or expense on the employee and may not
43 exceed privacy or verification requirements. If the District requests verification, the District
44 shall pay the expense necessary to obtain the verification from the healthcare provider.
45

46 **Section 9.1.2. Sick Leave Buyout (Separation).**

47 At the time of separation from the District an eligible employee, or the employee's estate shall

1 receive remuneration at a rate equal to one (1) day current monetary compensation of the
2 eligible employee for each four (4) full days of accrued sick leave up to a maximum of one
3 hundred and eighty (180) days. The payment will coincide with the last payment for
4 employment to the eligible employee or estate. A day is defined as the employee's hours
5 worked on a regular assignment.
6

7 For the purpose of sick leave conversion an eligible employee shall be defined as:

- 8 A. Employees who separate from employment due to retirement or death.
- 9 B. Employees who separate from employment and who are at least age fifty-five (55) and
10 have at least ten (10) years of service in SERS 3.
- 11 C. Employees who separate from employment and who are at least fifty-five (55) and have
12 at least fifteen (15) years of service in SERS 2.

13
14 **Section 9.1.3. Sick Leave Buy-out (Annual).**

15 At the option of the employee, the District will buy back at the rate of one (1) days' pay for
16 every four (4) days accumulated sick leave in excess of one hundred and sixty-eight (168) days
17 on December 31 of each year. The calculation will be made at the end of the calendar year and
18 payment will be made in the February payroll check. A day is defined as the employee's hours
19 worked on a regular assignment.
20

21 **Section 9.1.4. Sick Leave Sharing.**

22 All voluntary leave sharing shall be in strict compliance with current RCW 41.04.660.
23 Employees may donate annual sick leave to a fellow employee who is suffering from or has a
24 relative or household member suffering from an extraordinary or severe illness, injury,
25 impairment, or physical or mental condition; a fellow employee who is a victim of domestic
26 violence, sexual assault, or stalking; or a fellow employee who has been called to service in the
27 uniformed services, which has caused or is likely to cause the employee to take leave without
28 pay or terminate his or her employment.
29

30 Employees may maintain up to forty (40) hours of applicable leave in reserve and still be
31 eligible for shared leave.
32

33 Employees shall have access to intermittent and nonconsecutive use of shared leave, so long as
34 the leave has not been returned to the donating employee.
35

36 **Section 9.1.4.1. Status of Leave Employee.**

37 While an employee is on leave under the conditions of Section 9.1.4., he/she shall
38 receive all the rights in respect to wages and benefits normally received if using accrued
39 sick leave. Payment of donated sick leave shall be in accordance with state statutes,
40 rules and regulations.
41

42 **Section 9.1.5. On-the-Job Injury and Leave.**

43 When an employee is injured on the job and is unable to perform his/her duties as a result of an
44 on-the-job injury or occupational disease or illness, and is certified off-work by a doctor, the
45 employee may elect to use leave as follows (provided the employer does not elect to keep the
46 employee on full salary through means other than use of accrued leave):

- 47 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability
48 (TTD) benefit payment from the District's industrial insurance.

- 1 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in
2 addition to their entitled TTD benefits.
- 3 C. Elect to use a proportionate share of accumulated leave to make up the difference
4 between the workers' compensation payments and the employee's regular pay at the
5 time of injury.
6

7 **Section 9.2. Family Medical Leave Act.**

8 Federal law (FMLA) and the Washington Family Care Act (WFCA) guarantee eligible employees of
9 the Entiat School District up to twelve (12) weeks of unpaid (or paid per Section 9.2.3.), job-protected
10 leave for reasons listed in Section 9.2.2 below.
11

12 **Section 9.2.1. Eligibility.**

13 Employees who have worked for the District for a period of twelve (12) months and have
14 accrued one thousand, two hundred and fifty (1,250) hours of service during that twelve (12)
15 month period are eligible for this leave.
16

17 **Section 9.2.2. Leave Reasons.**

18 There are four (4) reasons for which Family and Medical Leave may be granted under the
19 FMLA:

- 20 1. For incapacity due to pregnancy, pre-natal medical care, or childbirth.
21 2. To care for the employee's child after birth, or placement for adoption or foster care.
22 3. To care for the employee's spouse, son/daughter, or parent, who has a serious health
23 condition.
24 4. For a serious health condition that makes the employee unable to perform the
25 employee's job.
26

27 Additional Reason - Military Family Leave Entitlements. Eligible employees with a spouse,
28 son, daughter, or parent on active duty or call to active duty status in the National Guard or
29 Reserves in support of a contingency operation may use their twelve (12) week leave
30 entitlement to address certain qualifying exigencies. Qualifying exigencies may include
31 attending certain military events, arranging for alternative childcare, addressing certain financial
32 and legal arrangements, attending certain counseling sessions, and attending post-deployment
33 reintegration briefings.
34

35 FMLA also includes a special leave entitlement that permits eligible employees to take up to
36 twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12)
37 month period. A covered service member is a current member of the Armed Forces, including a
38 member of the National Guard or Reserves, who has a serious injury or illness incurred in the
39 line of duty on active duty that may render the service member medically unfit to perform his or
40 her duties for which the service member is undergoing medical treatment, recuperation, or
41 therapy; or is in outpatient status; or is on the temporary disability retired list.
42

43 **Section 9.2.3. Conditions.**

- 44 1. Employees are eligible to receive a total of twelve (12) weeks of leave per year for family
45 and/or medical leave. The District shall grant, at the employee's request, the use of accrued
46 sick leave, personal days or vacation time prior to placing the employee on unpaid leave.
47 2. The District reserves the right to require the employee to take leave in a block when being
48 used for birth, adoption, or placement of a foster child. The entitlement to this

- 1 leave ends twelve (12) months following the birth, adoption, or placement.
- 2 3. Medical leave may be taken intermittently based upon the health care provider's
- 3 recommendation and/or the ability of the employee to perform the duties of the job.
- 4 4. The District may request that the employee on intermittent leave assume an alternate
- 5 position if the employee is qualified, the position has equal pay and benefits, and the
- 6 alternate position better accommodates the leave.
- 7 5. Employees who have been granted leave under this policy are guaranteed a return to their
- 8 former position or a position with equivalent benefits, pay, and terms of employment.
- 9 Reinstatement may be denied in the event of a reduction in force. The employee on leave
- 10 will be subject to the terms of the contractual agreement between the Association and the
- 11 District.
- 12 6. Vacation, sick, and personal leave will not accrue during the duration of the leave.

13

14 **Section 9.2.4. Employee Responsibilities.**

- 15 1. In the event of the birth, adoption, or foster placement, thirty (30) days prior notice will be
- 16 required when practical.
- 17 2. For medical care, the employee will give thirty (30) days prior notice, unless medical
- 18 conditions preclude this from happening. Further, if an employee is on a reduced schedule,
- 19 he/she may be asked to make all reasonable efforts to arrange treatment so as to not disrupt
- 20 the normal operation of the District.

21

22 **Section 9.2.5. Exclusions/Limitations.**

- 23 1. In the event that the District employs spouses, the total leave between both cannot exceed
- 24 twelve (12) weeks in any twelve (12) month period.

25

26 **Section 9.2.6. Certification of a Serious Health Condition.**

27 When an employee seeks medical leave to care for a family member or address his/her own

28 health needs, the District may require a signed statement from a health care provider to verify

29 the need for treatment, care or supervision for any absence which exceeds five (5) consecutive

30 working days. The following certification may be required:

- 31 1. The date on which the condition commenced.
- 32 2. Probable duration of the condition.
- 33 3. Medical facts from a health care provider.
- 34 4. When the leave is to care for a family member, an estimate as to the amount of time
- 35 needed.
- 36 5. In the event the employee is not able to return to perform and fulfill his/her
- 37 responsibilities, medical verification will be required. The District reserves the right to
- 38 seek a second (2nd) or third (3rd) opinion, at Districts expense.

39

40 **Section 9.2.7. Health Care Benefits.**

41 The District will maintain employee health care benefits at its expense during the duration of

42 the leave. However, in the event that the employee does not return from leave for a reason other

43 than continuation or reoccurrence of a serious health condition, the onset of a new serious health

44 care condition, or circumstances beyond the control of the employee, the District may exercise

45 its right to recover premium costs.

46

47

48

1 **Section 9.3. Paid Family and Medical Leave Insurance.**

2 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington
3 State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must
4 have worked a minimum of 820 hours within the past calendar year. Employees may initiate the use of
5 this leave prior to exhausting all accumulated sick leave. The District shall pay the premium for this
6 insurance. If the premium ever increases by more than 100% of the cost in the 2020-21 school year,
7 the premium for this insurance will be split between the District and employee as specified in law. The
8 District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the
9 law. When such leave is used for pregnancy/maternity disability, the District shall maintain health
10 insurance benefits during periods of approved PFML leave.

11
12 **Section 9.4. Emergency Leave.**

13 Employees shall be entitled to up to two (2) days leave with pay per year, for absence caused by
14 emergencies.

15
16 Employees may take additional days by submitting a request in writing to the Superintendent.
17 Emergencies shall be defined as sudden or unanticipated events where preplanning could not relieve the
18 necessity of the employees' absence. Emergency leave shall be deducted from sick leave.

19
20 **Section 9.5. Bereavement Leave.**

21 Each employee shall be entitled to a maximum of five (5) days leave per year with pay, per occurrence,
22 for the absence caused by the death to an employee's child, foster child, spouse, domestic partner,
23 parent, stepparent, grandparent, grandchild, sibling, sibling-in-law, parent-in-law, aunt or uncle or any
24 person living in the immediate household as a member of the family. One day of bereavement leave
25 may be used for a co-worker or friend, limited to two (2) occurrences per year. Bereavement leave is
26 non-cumulative and must be approved by the Superintendent or designee. Bereavement leave is not
27 deducted from sick leave.

28
29 **Section 9.6. Maternity Leave.**

30 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
31 time as the employee and her physician deem necessary. Employees granted maternity leave must
32 return to work not later than one (1) year following the granting of the maternity leave. Employees
33 granted maternity leave may, at their option, be allowed compensation for maternity leave in
34 accordance with Section 9.1. Before returning to work the employee must be certified by her physician
35 as ready and able to return.

36
37 **Section 9.6.1. Paternity/Co-Parent Leave (For Employees Not Qualifying for FMLA).**

38 An employee, upon request, shall be granted a maximum of five (5) days leave, on or about the
39 date of his child's birth. Such leave is deducted from sick leave. An employee may request
40 additional days by submitting a written application to the Superintendent or designee.

41
42 **Section 9.6.1.2. Parental Leave and District Sponsored Insurance.**

43 The employee may continue District sponsored insurance programs while on unpaid
44 leave by paying the premiums directly to the District.

45
46 **Section 9.6.2. Maternity/Parental Leave using Washington Paid Family Medical Leave.**

47 Eligible employees may access Washington Paid Family and Medical Leave for up to twelve
48 (12) weeks to welcome a new child via childbirth, adoption, or foster placement and may be

1 eligible to receive up to eighteen (18) weeks if the employee experiences a serious health
2 condition with a pregnancy that results in incapacity per the new Washington Paid Family and
3 Medical Leave.
4

5 **Section 9.6.3. Adoptive/Foster Leave.**

6 Sixty (60) days non-paid leave shall be granted an employee who adopts a child or has a foster
7 child placed with them. The employee shall submit a written request to the Superintendent or
8 designee. The District shall be notified when adoption/foster proceedings have begun, and the
9 leave shall begin at the natural break in the school year or on a mutually agreed upon date. At
10 the discretion of the District, adoption/foster leave may extend up to sixty (60) days beyond the
11 initial sixty (60) day leave. The exact date of the employee's return will be determined in
12 consultation with the Superintendent and the employee's immediate supervisor. In the event
13 adoptive/foster parents are both employees of the District, they shall together be entitled to a
14 total of sixty (60) days leave and leave shall be granted to only one (1) parent at a time.
15

16 **Section 9.7. Judicial Leave.**

17 In the event an employee is summoned to serve as a juror, or appear as a witness for the District in
18 court, or is named as a codefendant with the District, such employee shall be granted leave of absence
19 with pay. In the event that an employee is a party in a court action, such employee may request a leave
20 of absence without pay. Payments from the court to the employee who serves as a juror are no longer
21 considered "compensation" but are viewed as "expense payments" and may be kept by the employee.
22

23 **Section 9.8. Leave of Absence.**

24 Upon recommendation of the immediate supervisor through administrative channels to the
25 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of
26 absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to
27 extended illness, one (1) additional year may be granted.
28

29 **Section 9.8.1. Employee Returning from Leave of Absence.**

30 The returning employee will be assigned to the position occupied before the leave of absence.
31 Employees hired to fill positions of employees on leave of absence will be hired for a specific
32 period of time during which they shall be subject to all provisions of this Agreement. It shall be
33 the responsibility of the employer to inform replacement employees of these provisions. If a
34 current classified employee was hired to fill the leave of absence position, that employee will
35 return to his/her previous position. If the position has been eliminated, the employee will be
36 assigned to an appropriate position according to "bumping" procedures as stated in Section 10.8.
37

38 **Section 9.8.2. Employee Rights While on Leave of Absence.**

39 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
40 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
41 the employee is on leave of absence; provided, however, that if such leave is approved for
42 extended illness or injury, seniority shall accrue.
43

44 **Section 9.9. Personal Leave.**

45 Personal leave of three (3) days each contract year shall be granted by the District to each classified
46 employee with pay. A day is based on the employee's regular workday number of hours.
47

48 An employee may carry forward two (2) personal leave days per year to the following year, for a

1 maximum of five (5) days in any given year or an employee may cash out two (2) days of unused
2 personal leave at the end of the school year. The employee must provide notice to the District by May
3 1st if they wish to cash out.

4
5 If chosen, the cash-out calculation will be made after the end of the school year for school-year
6 employees, and payment will be made in the July payroll check. For year-round employees, cash-out
7 calculation will be made at the end of the contract year, and payment will be made in the September
8 payroll check. Cash-out will be made at the hourly substitute rate of pay for the employee's
9 classification.

10
11 Personal leave is not deducted from sick leave. The District pays the cost of substitutes. Granting of
12 personal leave is dependent upon the availability of a substitute. Notice to the Superintendent for
13 personal leave shall be made at least five (5) days before taking such leave. Personal leave may be
14 scheduled a minimum of one (1) hour at a time. No more than two (2) consecutive personal leave days
15 at a time may happen unless approved by the Superintendent. For school-year employees (not year-
16 round), personal leave will not be available for the day before or the day after the winter break or
17 spring break periods. Unless approved by the Superintendent, personal leave days may not be used
18 during the first two (2) weeks and the last two (2) weeks of the school year.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1. Hire Date and Seniority Date.

28 The hire date of an employee within the bargaining unit shall be established as of the date on which the
29 employee began continuous employment. The seniority date of an employee shall be established as of
30 the date on which an employee begins continuous employment within any job classification defined in
31 Article I, Section 1.3.

Section 10.2. Probationary Period.

34 Each new hire shall remain in a probationary status for a period of not more than one hundred eighty
35 (180) workdays following the hire date. During this probationary period, the District may discharge
36 such employee at its discretion.

Section 10.2.1. Completion of Probationary Period.

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

Section 10.3. Loss of Seniority Rights.

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

- 44 A. Resignation.
- 45 B. Discharge for justifiable cause.
- 46 C. Retirement

1 **Section 10.4. No Loss of Seniority Rights.**

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

- 3 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 4 B. Time spent on other authorized leave.
- 5 C. Time spent in reduction in force status as hereinafter provided.

6
7 **Section 10.5. Seniority Within Job Classification.**

8 Seniority rights shall be effective within the general job classification. As used in this Agreement,
9 general job classifications are those set forth in Article I, Section 1.3.

10
11 **Section 10.6. Seniority Preferential Rights.**

12 The employee with the earliest hire date shall have preferential rights regarding vacations. The
13 employee with the earliest seniority date within the general job classification shall have preferential
14 rights regarding shift selection and overtime except that the District will not be required to schedule and
15 pay overtime for an employee if a less senior employee can take the assignment without time and one-
16 half or more, except as otherwise specified in the contract.

17
18 The employee with the earliest hire date shall have preferential rights regarding promotions and
19 assignments to new or open jobs. The employee with the earliest seniority date shall have preferential
20 rights regarding layoffs within the general job classification when ability and performance are
21 substantially equal with junior employees. If the District determines that seniority rights should not
22 govern, the District shall set forth in writing within fourteen (14) days to the employee or employees
23 and the Chapter President its reasons why the senior employee or employees have been bypassed.

24
25 **Section 10.6.1. Classification Changes.**

26 Employees who change job classifications within the bargaining unit shall retain their hire date
27 and seniority in all previous classifications, notwithstanding that they have acquired a new
28 classification seniority date. Employees will not accrue seniority and their seniority will freeze
29 in their former classification.

30
31 **Section 10.7. Posting Requirements.**

32 The District shall publicize within the bargaining unit for five (5) workdays before posting for outside
33 applicants, the availability of all new and open positions as soon as possible after the District is
34 apprised of the opening. This shall also include any position that changes status which would allow
35 current employees additional time (a minimum of thirty (30) minutes or an increase in wages). A copy
36 of the job posting will be forwarded to the president of the Association and to the Association
37 representative of the classification concerned. The application shall be in writing and it shall be
38 submitted to the District Office. The District shall publicize all summer job openings and consideration
39 shall be given to current qualified employees.

40
41 **Section 10.8. Seniority Bumping Rights.**

42 Whenever a classified employee's position is terminated or an employee is laid off, that employee shall
43 have the right to "bump" an employee with less seniority within the employee's current classification
44 when ability and performance are substantially equal to those of the junior employee even if that
45 employee has more hours. The bumping process shall occur within ten (10) working days from the
46 notice of termination or being laid off.

1 **Section 10.8.1. Specialized Para-Educators.**

2 Para-Educators in positions that are highly skilled or require educational certification,
3 licensure, or accreditation to perform their position shall be exempt from being bumped by
4 employees that do not have the credentials.

5
6 **Section 10.8.2. Employee Layoff Rights.**

7 In the event of a reduction in force, employees so affected are to be placed on a reemployment
8 list maintained by the District according to reduction in force ranking. Such employees are to
9 have priority in filling an opening in the classification held immediately prior to reduction in
10 force, subject to the provisions of Section 10.6 and 10.7. Names shall remain on the
11 reemployment list for one (1) year.

12
13 **Section 10.8.3. Continuous Service Credit.**

14 Time on reduction in force and time on authorized leave of absence will be counted as
15 continuous service for the purpose of retaining eligibility dates.

16
17 **Section 10.9. Notification to Employer During Layoff.**

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

20
21 **Section 10.10. Employee Summer Work.**

22 Employees working summer school shall be paid their regular rate of pay. Employees working during
23 the summer shall also be paid their regular rate of pay. The District will provide, at the employee’s
24 request, information pertaining to non-bargaining unit, seasonal, temporary summer employment.
25 Information will be supplied in ample time for application.

26
27 **Section 10.11. Americorp Employees or Such Programs.**

28 During regular school hours and the regular school year, classified employees shall not suffer a
29 reduction in hours or the work force to accommodate Americorp employees or such programs as “Work
30 First” or “Career Path”.

31
32 **Section 10.12. Seniority Tie.**

33 When the District notifies the local union president that it has hired two (2) employees within the same
34 classification with the same hire date, a drawing to break the “Seniority Tie” will be held. The drawing
35 will be witnessed by a school district representative, the local union president and the employees
36 involved. This drawing will set the seniority ranking for the duration of the employees’ employment
37 with the school district.

38
39
40
41 **ARTICLE XI**

42
43 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

44
45 **Section 11.1. Just Cause.**

46 The District has the right to discipline or discharge an employee for justifiable cause. If the District has
47 reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee
48 before other employees or the public.



1
2 **Section 11.1.1. Progressive Discipline.**

3 The following steps, except for egregious cases, will normally be as follows:

- 4 A. A verbal warning is documented, is not part of the employee’s personnel file and is part
5 of the supervisor’s working file and shall remain in the working file for one (1) calendar
6 year.
7 B. Written Reprimand: Begins documentation of disciplinary action and shall inform the
8 employee of consequences. This step/document is part of the employee’s personnel file.
9 C. Suspension without pay (either short term or long term).
10 D. Recommendation for discharge from employment.
11

12 **Section 11.2. Notification to Non-Annual Employees.**

13 This section is intended to be applicable to those employees whose duties necessarily imply less than
14 twelve (12) months (excluding vacations) work per year.
15

16 **Section 11.2.1. Discharge Notification.**

17 Should the District decide to discharge or reduce in force any non-annual employee for the
18 ensuing school year, the employee shall be so notified in writing prior to the expiration of the
19 school year.
20

21 **Section 11.3. Two Week Notification.**

22 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
23 employees two (2) weeks’ notice of intention to discharge or layoff.
24
25
26

27 **ARTICLE XII**

28 **INSURANCE AND RETIREMENT**
29
30

31 **Section 12.1. Insurance.**

32 The District will provide eligible employees and their dependents with insurance benefits that align
33 with the rules and regulations set by the School Employees Benefits Board (SEBB).
34

35 A. Availability:

- 36 • An eligible employee is one who works or will work a minimum of six hundred thirty
37 (630) hours during the school year (September 1 – August 31). All hours for which an
38 employee receives compensation (e.g., sick leave, personal leave, paid holidays) will be
39 included when determining how many hours you are anticipated to work, or did work, in
40 the school year.
41 • SEBB insurance plan information will be provided to eligible employees during
42 orientation or within ten (10) workdays of hire and at each open enrollment as established
43 by SEBB.
44 • Employees are responsible for enrolling online or with forms provided by SEBB.

45 B. Benefits:

- 46 • Eligible employees will be provided SEBB benefits that include medical, dental, vision,
47 basic life and accidental death and dismemberment insurance and long-term disability
48 insurance.
• Employees must select a carrier approved and offered by SEBB.



1 C. Premiums:

- 2 • The District will pay its portion of the monthly premiums as established by SEBB. The
- 3 District’s portion will include payment of the HCA K-12 Retiree Subsidy (carve-out).
- 4 • Employees will be responsible for their portion of the premium.
- 5 • Any additional premium surcharge will be paid by the employee.

6
7 **Section 12.2. Optional Insurance Plans.**

8 Since State law and SEBB do not provide optional insurance plans, the employer agrees to provide all
9 eligible employees all optional insurance plans that are not offered through SEBB.

10
11 **Section 12.3. Tax Sheltered Annuity – 403(b).**

12 All employees subject to this Agreement will be entitled to participate in a tax shelter annuity 403(b)
13 plan. On receipt of a written authorization by the employee, the District shall make the requisite
14 withholding adjustments and deductions from the employee’s salary.

15
16 **Section 12.4. State Retirement.**

17 In determining whether an employee subject to this Agreement is eligible for participation in the
18 Washington State Public Employees Retirement System (PERS), or the Washington State School
19 Employees Retirement System (SERS), the District shall report all hours worked, whether straight time,
20 overtime or otherwise.

21
22
23
24 **ARTICLE XIII**

25
26 **VOCATIONAL TRAINING**

27
28 **Section 13.1.**

29 In the mutual interests of the District and Association, the District will budget and use funds for
30 training, education, and/or vocational improvement of classified staff.

31
32 **Section 13.2. Orientation.**

33 It is agreed that the District shall provide a two (2) hour orientation/in-service with pay, at the
34 beginning of each school year, before school starts, for the purpose of training and orientation for
35 paraprofessionals assigned to classrooms or special education students.

36
37
38
39 **ARTICLE XIV**

40
41 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

42
43 **Section 14.1. Membership.**

44 Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of
45 the Association in good standing, shall maintain membership in the Association during the term of this
46 Agreement unless membership is revoked through written request to Public School Employees of
47 Washington/SEIU Local 1948 (PSE).



1 **Section 14.2. Association Membership.**

2 The parties recognize that each employee has the right to become a member of the Association and the
3 District will not discriminate, restraint, retaliate, coerce, or interfere against any employee in that
4 process.

5
6 The Association, which is the legally recognized exclusive bargaining representative of the classified
7 employees as described in this Agreement, shall have the right to have deducted from the salary of the
8 employees, upon receipt of a signed dues authorization card, an amount equal to the fees and dues
9 required for membership in the Association. The dues authorization card must be signed and delivered
10 to the District office within thirty (30) days of the employee’s date of hire.

11
12 **Section 14.3. Non-Membership Rights.**

13 The parties recognize that an employee shall have the option of declining to participate as a member in
14 the Association.

15
16 **Section 14.4. Notification to Chapter President.**

17 The District will provide the Chapter President written notification of the name, classification, job title,
18 hours of work, rate of pay and work location of all newly hired bargaining unit employees within ten
19 (10) days of hire.

20
21 The District shall also provide written notification to the Chapter President of the transfer of any
22 current employee from one (1) classification or position to another or the discharge or resignation of
23 any current employee. Such notification shall be no more than ten (10) workdays from the date of the
24 board action.

25
26 **Section 14.5. Association Access to New Employees.**

27 The District will provide the Association reasonable access to new employees of the bargaining unit
28 for the purposes of presenting information about PSE to the new employee. “Reasonable access” for
29 the purposes of this section means the access to the new employee occurs within one week of the
30 employee’s start date within the bargaining unit; the access is for no less than thirty (30) minutes; and
31 the access occurs during the new employee’s regular work hours at the employee’s regular worksite, or
32 at a location mutually agreed to by the District and PSE.

33
34 **Section 14.6. Deductions and Transmittal of Dues.**

35 The District shall deduct PSE dues and/or voluntary political contributions from the pay of all
36 employees after authorization of such deductions pursuant to RCW 41.56.110. The District shall
37 transmit all such funds deducted to the Treasurer of PSE on a monthly basis.

38
39 **Section 14.6.1. Member Authorization.**

40 The District agrees to accept dues authorizations via paper form, voice authorization or by E-
41 signature in accordance with “E-Sign”. PSE will provide a list of those members who have
42 agreed to union membership directly with the Association via any of the above methods. In
43 addition, upon request, access to the .wav files will be given to the District associated with the
44 voice authorization.

45
46 PSE shall be the custodian of the records related to dues authorizations and agree that, as the
47 custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of
48 those records.



1
2 **Section 14.7. Committee on Political Empowerment.**

3 The District shall upon request of a written authorization or voice authorization that conforms to legal
4 requirements, deduct from the pay of such bargaining unit employees the amount of contribution the
5 employee voluntarily chooses for deduction for political purposes and shall transmit the same to PSE
6 on the dues transmittal check. Section 14.6. of the Collective Bargaining Agreement shall apply to
7 these deductions. The employee may revoke the request at any time. At least annually, the employee
8 shall be notified by the Association about the right to revoke the request.
9

10 **Section 14.8. District Held Harmless.**

11 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
12 and the Association shall indemnify and hold the District harmless for any and all claims, grievances
13 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action
14 taken by the District for the purpose of the District's acceptance of voice and/or electronic
15 authorization of membership and/or the Association's representations regarding the existence of a valid
16 membership authorization, as well as for complying with any of the provisions of this Article of the
17 Agreement.
18
19
20

21 **ARTICLE XV**

22 **GRIEVANCE PROCEDURE**

23
24 **Section 15.1. Purpose.**

25 The purpose of this procedure is to provide an orderly method of resolving grievances or complaints
26 arising between the District and its employees within the bargaining unit defined in Article I herein,
27 with respect to matters dealing with the interpretation or application of the terms and conditions of this
28 Agreement and to ensure that such grievances or complaints shall be resolved in strict compliance with
29 this Article. A determined effort shall be made to settle such differences at the lowest possible level in
30 the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually
31 agreeable times.
32
33

34 **Section 15.1.1. Definitions.**

35 **A. Grievant:**

36 A grievant is an employee, or in the case of the Union's contractual rights, the union.

37 **B. Grievance:**

38 A grievance is defined as a dispute involving the interpretation or application of the
39 specific terms of this Agreement.

40 **C. Days:**

41 Days in this procedure are normal District office workdays.
42

43 **Section 15.1.2. Timelines.**

44 Grievances shall be processed in the following manner and within the stated time limits. Time
45 limits shall be calculated commencing on the day after the event or occurrence triggering the
46 running time limit. Time limits provided in this procedure may be extended only by mutual
47 written agreement.
48

1 Failure on the part of the employer at any step of this procedure to communicate the decision on
2 a grievance within the specific or mutually extended time limits shall permit the grievant to
3 lodge an appeal at the next step of this procedure.
4

5 Failure on the part of the grievant (employee or union) to present or proceed with a grievance
6 within the specified or mutually extended time limits will render the grievance waived.
7

8 **Section 15.2. Process.**

9 **Section 15.2.1. Step 1. Informal Level - Submission of Grievance to Supervisor.**

10 Within thirty (30) days following the occurrence of the event giving rise to the grievance, or
11 thirty (30) days after the event is known or reasonably should have been known, the employee
12 shall attempt to resolve the grievance informally with their immediate supervisor. The
13 immediate supervisor shall respond informally within ten (10) days of the employee's
14 presentation. The informal presentation and response at this level may be oral or written.
15 In presenting the grievance, the employee may be accompanied by a representative of the union
16 at all steps of the grievance.
17
18

19 **Section 15.2.2. Step 2. Formal Level - Written Submission of Grievance to Supervisor.**

20 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
21 shall submit it to the immediate supervisor within ten (10) days after receipt of the supervisor's
22 response at Step 1, or within ten (10) days after the deadline for the supervisor's response,
23 whichever is earlier. The written grievance shall contain the following:

- 24 A. A statement of the alleged grievance including the facts upon which the grievance is
25 based.
- 26 B. Reference to the specific term(s) of the agreement which have been allegedly violated.
- 27 C. Remedy sought.
28

29 The immediate supervisor shall inform the employee and the union in writing of the disposition
30 of the grievance within ten (10) days of the presentation of the grievance. If an agreeable
31 disposition has been made, the aggrieved party shall terminate the grievance in writing within
32 ten (10) days.
33

34 **Section 15.2.3. Step 3. Superintendent Level.**

35 **A. Individual Grievance:**

36 If the grievance is not settled at Step 2 and the Union believes the grievance to be valid, a
37 written statement of the grievance shall be submitted within ten (10) days to the District
38 Superintendent. After submission of the grievance, the parties will have ten (10) days to
39 meet to resolve the grievance. A written statement of the disposition shall be given to the
40 aggrieved and the Union within ten (10) days of the meeting. If an agreeable disposition
41 has been made, the aggrieved party shall terminate the grievance in writing within ten (10)
42 days.
43

44 **B. Union Grievance:**

45 A grievance which the Union may have against the employer, limited as aforesaid to
46 matters dealing with the interpretation or application of terms of this Agreement relating
47 to union rights, shall be commenced by filing in writing (in format of Step 2 above) with
48 the Superintendent. Such filing shall be within thirty (30) days after the event is known or
reasonably should have been known. The Superintendent will schedule a meeting to

1 discuss the grievance within ten (10) days and issue a written decision within ten (10) days
2 of the date of the grievance meeting.
3

4 **Section 15.2.4. Step 4. School Board.**

5 If no settlement is reached in Step 3 and the Union believes the grievance to be valid, a written
6 statement of grievance shall be submitted within ten (10) days to the School Board, after receipt
7 of the Superintendent's written response in Step 3. The grievance shall be heard by the School
8 Board during an exempt, private portion of its next regular meeting, or at a special meeting to
9 be held no more than thirty (30) days from submission of the written grievance to the Board.
10 The grievant(s) shall be expected to appear before the Board, and to provide a presentation to
11 the Board in an exempt, private portion of the meeting. A disposition must be entered at the
12 School Board level within ten (10) days after the conclusion of the meeting
13

14 **Section 15.2.5. Step 5. Arbitration.**

15 If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as
16 outlined below:

- 17 A. Written notice of a request for arbitration shall be made to the Superintendent within ten
18 (10) days of receipt of the disposition letter at Step 4.
- 19 B. Arbitration shall be limited to issue(s) involving the interpretation or application of
20 specific terms of this Agreement.
- 21 C. When a timely request has been made for arbitration, the parties shall jointly request and
22 choose an arbiter from the Public Employees Relation Commission (PERC) Mediation
23 Services.
- 24 D. Arbitration proceedings shall be in accordance with the following:
- 25 1. The arbiter, once appointed, will inform the parties as to the procedures which will
26 be followed.
 - 27 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and
28 shall be empowered to request, through subpoena if necessary, such data and
29 testimony as the arbiter deems pertinent to the grievance and shall render a decision
30 in writing to both parties within thirty (30) days, unless mutually extended, of the
31 closing of the record.
 - 32 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
33 presented for arbitration which decision will be final and binding on both parties.
 - 34 4. The arbiter shall rule only on the basis of information presented at the hearing and
35 shall refuse to receive any information after the hearing except by mutual agreement.
 - 36 5. Each party to the proceedings may call such witnesses as may be necessary in the
37 order in which their testimony is to be heard. Such testimony shall be limited to the
38 matters set forth in the original written statement of the grievance. The arguments of
39 the parties may be supported by oral comment and rebuttal. Either or both parties
40 may submit written briefs within a time period mutually agreed upon. Such
41 arguments of the parties, whether oral or written, shall be confined to and directed at
42 the matters set forth in the grievance.
 - 43 6. Each party shall pay any compensation and expenses relating to its own witnesses or
44 representatives except that the fees and charges of the arbiter, if any, shall be shared
45 equally by both parties.
 - 46 7. The total cost of the stenographic record, if requested, will be paid by the party
47 requesting it. If the other party also requests a copy, that party will pay one-half
48 (1/2) of the stenographic cost.

1
2 **Section 15.3. Binding Effects of Award.**

3 All decisions arrived at under the provisions of this Article by the representatives of the Employer and
4 the Union at Steps 1, 2, 3, and 4, or by the arbiter, shall be final and binding upon both parties;
5 provided, however, that in arriving at such decision neither of the parties or the arbiter shall have the
6 authority to alter the Agreement in whole or part. The arbiter shall be without authority to require the
7 District to maintain specific employee positions in the future.

8
9 **Section 15.3.1. Limits of the Arbiter.**

10 The arbiter cannot order the Employer to take action contrary to the law.

11
12 **Section 15.3.2. No Duty to Maintain Status Quo.**

13 The Employer has no duty to maintain the status quo or to restore the status quo pending an
14 arbitration. But if return to status quo is ordered by the arbiter, the return shall be affected as
15 per the arbiter's award.

16
17 **Section 15.3.3. Freedom from Reprisal.**

18 There will be no reprisals against the grievant or others as a result of his/her participation in this
19 process.

20
21 **Section 15.4. Continuity of Grievance.**

22 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may
23 proceed through the grievance procedure until resolution so long as the grievance was initiated prior to
24 the expiration of this Agreement.

25
26 **Section 15.5. Grievance Release Time.**

27 In the event the grievance or arbitration discussions occur during regular employment time, the District
28 shall provide release time without loss of compensation limited to the grievant, required witnesses, and
29 one (1) Union Chapter Representative unless otherwise approved by the District. It is recognized that
30 meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place
31 outside the employee's workdays and are not to be compensated by the District.

32
33
34
35 **ARTICLE XVI**

36
37 **SALARIES AND EMPLOYEE COMPENSATION**

38
39 **Section 16.1. Accounting and Itemization of Authorized Deductions.**

40 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
41 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
42 worked, and rates paid with each paycheck.

43
44 **Section 16.2. Salary Schedule.**

45 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
46 Schedule A attached hereto and by this reference incorporated herein. The Schedule A shall be
47 reopened annually for the term of this agreement only.

1 For the 2020-2021 school year, the Base Year 1 and 2 steps on Schedule A shall be increased by 1.6%.

2
3 **Section 16.2.1. Longevity Steps.**

4 Longevity steps shall be applied to the employee's current rate of pay and shall be:

5	3-5 years of service	–	an additional sixty-two (\$0.62) cents per hour.
6	6-8 years of service	–	an additional sixty-two (\$0.62) cents per hour.
7	9-11 years of service	–	an additional sixty-two (\$0.62) cents per hour.
8	12-14 years of service	–	an additional sixty-two (\$0.62) cents per hour.
9	15-19 years of service	–	an additional sixty-two (\$0.62) cents per hour.
10	20-24 years of service	–	an additional sixty-two (\$0.62) cents per hour.
11	25+ years of service	–	an additional sixty-two (\$0.62) cents per hour.

12
13 First, any increase to the base steps of Schedule A would be applied, before adding longevity
14 steps. (Example: If an employee is making ten dollars (\$10.00) per hour at the second (2nd)
15 year step, then years three through five (3-5), would be ten dollars and thirty cents (\$10.30),
16 years six through eight (6-8) would be ten dollars and sixty cents (\$10.60), etc.)

17
18 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
19 of this Agreement if possible and in any case not later than the third regular payday.

20
21 **Section 16.2.2. Incremental Steps.**

22 Incremental steps, where applicable, shall take effect on the first (1st) day of the District's fiscal
23 year. To qualify for a longevity or incremental step, a twelve (12) month employee must have
24 been employed prior to March 1, and a less than twelve (12) month employee must have been
25 employed prior to February 1.

26
27 **Section 16.2.3. Longevity Credit.**

28 Any employee who changes job positions or classifications shall receive full longevity credit
29 regarding step placement on Schedule A.

30
31 **Section 16.3. Calculating Hours.**

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

33
34 **Section 16.3.1. Pay Checks.**

35 All employees shall receive pay in twelve (12) equal payments on the last workday in each
36 month beginning each September based on each employee's established regular schedule for the
37 school year. Any additions or reductions to the regular scheduled work hours as recorded on the
38 monthly timesheet will be made in the paycheck in the month following the month in which the
39 changes took place.

40
41 **Section 16.4. Travel Reimbursement.**

42 Any employee requested to travel from one site to another in their private vehicle during working hours
43 shall be reimbursed for such travel on a per mile basis at the District reimbursement rate per mile.

44
45 **Section 16.5. Overnight Travel Reimbursement.**

46 Employees required to remain overnight on District business shall be reimbursed for reasonable room
47 and board expenditures.

1
2 **Section 16.6. Paraeducator Additional Compensation.**

3 A Paraeducator whose regular duties include serving student who fall into one or both of the following
4 two categories:

- 5 1. Paraeducators serving high needs students will receive an additional one dollar (\$1.00) per hour
6 for the actual hours that they are serving students who require handling of bodily fluids, which
7 will include diapering, assisting with personal hygiene, and stoma cleaning, as agreed to by the
8 administration.
- 9 2. Paraeducators serving high risk one-on-one students, who require physical restraint due to
10 violent behaviors as outlined in a student IEP or 504 plan as determined by the District shall
11 receive an additional one dollar and fifty cents (\$1.50) per hour for the actual hours that they
12 are serving those students.

13
14 If the high needs or high risk one-on-one student duties discontinue, the paraeducator receiving the
15 additional compensation per hour, shall continue to receive the additional compensation for two (2)
16 additional pay periods to provide time to transition to the paraeducator's regular rate of pay without the
17 differential.

18
19 **Section 16.7. CDL Renewal Fees.**

20 The District shall fund the difference between the driver's regular license renewal and their CDL
21 renewal cost. Drivers must turn in a receipt to the District office for reimbursement.

22
23 **Section 16.8. Substitute Teacher Wages.**

24 Classified staff who hold an Emergency Substitute Certificate may be assigned to teach lesson plans
25 and supervise students consistent with RCW 28A.405.465. When assigned by an administrator to
26 replace a certificated teacher, the pay shall be as follows:

- 27 • Full day (seven (7.0) hours) will be paid at the substitute teacher wage.
- 28 • Half day (three and a half (3.5) hours) will be paid at the substitute teacher wage.
- 29 • Any hours less than three (3.5) hours will be paid at the regular employee's rate of pay plus an
30 additional dollar (\$1.00) for each hour worked.
- 31 • The employee will not suffer a loss in pay during this assignment. Should the substitute
32 teacher wage be less than the employee's current wage, plus one dollar (\$1.00), the employee
33 will receive their rate of pay plus an additional dollar (\$1.00) for each hour worked.

34
35 **Section 16.9. Food Handlers Permit.**

36 The District shall pay the fee for current Food Service employee's food handlers permits.

37
38 **Section 16.10. Payment for Herbicide/Pesticide Licensing.**

39 The District shall pay for the classwork required to acquire and maintain the license and initial and
40 renewal license fees for designated grounds employees. Employees are responsible for obtaining
41 required credits to maintain licenses.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XVII

TRANSFER OF PREVIOUS EXPERIENCE

Section 17.1. Employees with Previous School District Experience.

When an employee leaves a school district within the state and commences employment with another school district within the State of Washington, for the purpose of calculating longevity, leave and other benefits, the employee shall maintain the same status held in their previous district; Provided, that employees who transfer between districts shall not retain any seniority rights other than longevity when leaving one school district and beginning employment with another. If the school district to which the person transfers has a different system for computing leave benefits, and other benefits, then the employee shall be granted the same longevity, leave benefits and other benefits as a person in that district who has the same occupational status and total years of service. RCW 28A.400.300.

Section 17.2. Employees with Previous School District Experience Placement on Schedule A.

If, in the opinion of the District, a new hire has prior experience other than, or in addition to, Washington School District experience that relates to the job for which he/she is hired, the District may grant a maximum of two (2) years of experience credit for the non-school experience in determining placement on Schedule A. The general criteria used for determining the prior experience shall be used for all new hires. This waiver shall apply only to the longevity calculation used for determining placement on Schedule A.

ARTICLE XVIII

TERMS AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be from September 1, 2020 through August 31, 2023.

Section 18.2.

The Association shall provide each new hire with the dues authorization form and shall provide each new employee with a copy of this Agreement.

Section 18.3.

This Agreement may be reopened and modified at any time during its term by mutual consent of the parties in writing. The benefits herein shall be opened for negotiations annually; except that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 18.4.

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 18.5.

Neither party shall be compelled to comply to any provisions of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

Section 18.6.

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

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

ENTIAT CHAPTER

BY: 
Marilyn Kamphaus, Chapter President

DATE: 9.18.20

ENTIAT SCHOOL DISTRICT #127

BY: 
Miles Caples, Superintendent

DATE: 9.18.20



SCHEDULE A
 ENTIAT SCHOOL DISTRICT
 SEPTEMBER 1, 2020 – AUGUST 31, 2021

	PSE CLASSIFIED HOURLY RATES 9/1/20 - 8/31/21		1.6% increase to Year 1 & 2 \$.62 per longevity step						
	Base	Base	Longevity Steps						
	Year 1	Year 2	3-5	6-8	9-11	12-14	15-19	20-24	25+
TRANSPORTATION									
Mechanic	21.81	22.88	23.50	24.12	24.74	25.36	25.98	26.60	27.22
Driver	18.91	19.94	20.56	21.18	21.80	22.42	23.04	23.66	24.28
MAINTENANCE									
Lead Person	22.92	23.97	24.59	25.21	25.83	26.45	27.07	27.69	28.31
Maint. & Grounds Worker	21.32	22.35	22.97	23.59	24.21	24.83	25.45	26.07	26.69
Grounds Worker	17.27	18.29	18.91	19.53	20.15	20.77	21.39	22.01	22.63
FOOD SERVICE									
Lead Cook	19.49	19.92	20.54	21.16	21.78	22.40	23.02	23.64	24.26
Asst. Cook	14.56	15.66	16.28	16.90	17.52	18.14	18.76	19.38	20.00
Server/Helper	14.09	15.15	15.77	16.39	17.01	17.63	18.25	18.87	19.49
CUSTODIAL									
Lead Custodian	19.49	19.92	20.54	21.16	21.78	22.40	23.02	23.64	24.26
Custodian	18.42	19.46	20.08	20.70	21.32	21.94	22.56	23.18	23.80
SECRETARIAL/CLERICAL									
Secretary (Other)	16.50	17.67	18.29	18.91	19.53	20.15	20.77	21.39	22.01
Secretary (Elem.)	17.67	18.84	19.46	20.08	20.70	21.32	21.94	22.56	23.18
Secretary (Secondary)	17.80	18.98	19.60	20.22	20.84	21.46	22.08	22.70	23.32
PARAEDUCATOR									
Regular Para	14.56	15.91	16.53	17.15	17.77	18.39	19.01	19.63	20.25
High Needs Para	15.56	16.91	17.53	18.15	18.77	19.39	20.01	20.63	21.25
High Risk Para	16.06	17.41	18.03	18.65	19.27	19.89	20.51	21.13	21.75
Pre-K Coord Para	15.56	16.91	17.53	18.15	18.77	19.39	20.01	20.63	21.25
Translator Para	15.06	16.41	17.03	17.65	18.27	18.89	19.51	20.13	20.75
Library Tech Para	15.29	17.61	18.23	18.85	19.47	20.09	20.71	21.33	21.95
SCHOOL NURSE									
	27.45	27.45	28.07	28.69	29.31	29.93	30.55	31.17	31.79
BRAILLIST/									
	25.04	25.04	25.66	26.28	26.90	27.52	28.14	28.76	29.38
SIGN LANGUAGE									
INTERPRETER									

Translator: Employees performing intermittent translation work for the District or working directly with families shall receive an additional fifty cents (\$0.50) per hour when performing such duties.



SCHEDULE A
 ENTIAT SCHOOL DISTRICT
 SEPTEMBER 1, 2020 – AUGUST 31, 2021

<u>Longevity Steps</u>	<u>Years of Service</u>	<u>Additional Salary</u>
	3-5	\$0.62 per hour
	6-8	\$0.62 per hour
	9-11	\$0.62 per hour
	12-14	\$0.62 per hour
	15-24	\$0.62 per hour
	25+	\$0.62 per hour

All State % raises will be added to the base wage. Longevity steps will be added last.

Extra Trip Schedule

Standby Time: Athletic trips - \$14.50 per hour for all hours worked on standby. The standby rate will maintain one dollar (\$1.00) above minimum wage.

<u>Destination:</u>	<u>Regular Season Events</u>	<u>Total Miles</u>	<u>Driving Time</u>
	Brewster	105	2.6
	Bridgeport	133	3.3
	Cashmere	64	1.6
	Chelan	50	1.3
	Eastmont	55	1.4
	Easton	183	4.6
	Ellensburg	183	4.6
	Ephrata	149	3.7
	Kittitas	183	4.6
	Lake Roosevelt	213	5.5
	Leavenworth	82	2.1
	Liberty Bell	179	4.5
	Manson	70	1.8
	Mansfield	150	3.8
	Moses Lake Christian	173	4.3
	Odessa	235	6.0
	Okanogan	140	3.5
	Omak	145	3.6
	Oroville	252	6.3
	Pateros	90	2.3
	Peshastin Dryden	73	1.8
	Quincy	108	2.7
	Soap Lake	162	4.1
	Thorp	197	4.9
	Warden	222	5.6
	Waterville	86	2.2
	Wenatchee	50	1.3
	White Swan	300	7.0
	Wilson Creek	197	4.9
	Yakima (East Valley)	260	6.6
	Yakima (Riverside Christian)	246	6.3

DRIVERS WILL BE RESPONSIBLE FOR KEEPING ACCURATE RECORD OF TIME WHEN DRIVING TO CITIES NOT LISTED ABOVE.

All special events except those listed above shall be agreed upon by the Driver and the Superintendent.

