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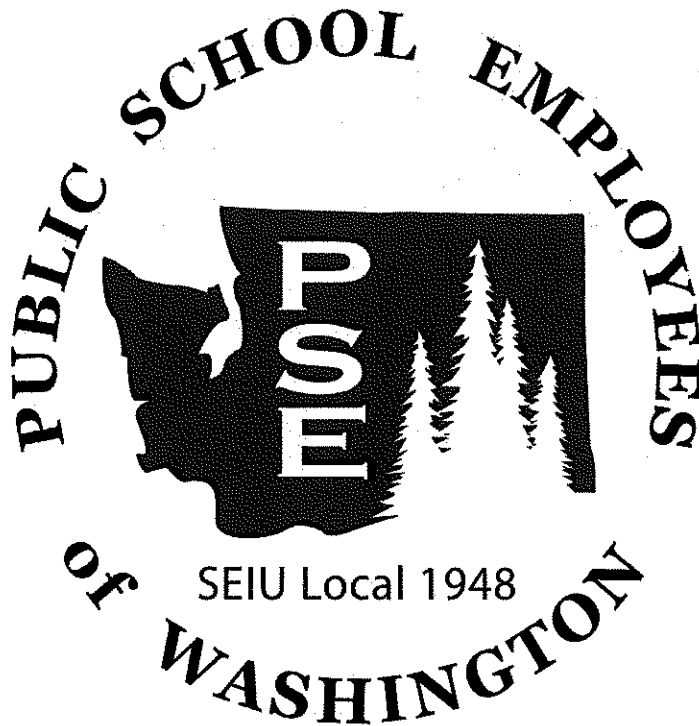
COLLECTIVE BARGAINING AGREEMENT BETWEEN

KIONA-BENTON SCHOOL DISTRICT #52

AND

PUBLIC SCHOOL EMPLOYEES OF KIONA-BENTON

SEPTEMBER 1, 2021 - AUGUST 31, 2024



Public School Employees of Washington/SEIU Local 1948

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P R E A M B L E

This Agreement is between the Kiona-Benton School District Number 52 (hereinafter called the "District") and the Public School Employees of Washington/SEIU Local 1948, Kiona-Benton Chapter (hereinafter called the "Association") for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the District has recognized the Association as the collective bargaining representative.

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A R T I C L E I

RECOGNITION AND BARGAINING UNIT

Section 1.1. Recognition.

The District hereby recognizes the Association as the exclusive collective bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular part-time employees employed within the bargaining unit described in Section 1.2. of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC).

Section 1.2. Classification Recognition.

The bargaining unit, which has been recognized, consists of all regular full-time and regular part-time non-supervisory classified employees in the following general job classifications: Transportation [to include both drivers and attendants], Food Service (Head cook, Kitchen Helper), Paraeducators (Paraeducator, Sub – Coordinator, Assistant Assessment Coordinator, SLPA), ECEAP (ECEAP teachers, ECEAP Asst. Teacher, ECEAP Support) Custodial, Grounds (Lead Grounds, Seasonal Grounds), Maintenance, Bus Mechanics, and Mail Courier. The employer will maintain separate seniority lists for each classification. Employees who work in more than one (1) classification will accrue seniority in each classification based upon their initial work date in each.

Exclusions: Supervisor of Transportation, Food Services, Maintenance, Secretaries, Substitutes working less than thirty (30) cumulative days in a work year, and all other employees of the District. Bargaining Unit substitutes as defined in Section 1.3. #2 of this Agreement are entitled to provisions set forth in that Section and are entitled to no other contract provisions.

Section 1.3. Definitions.

1. **Association/Union/Chapter:** Public School Employees of Kiona Benton School District
2. **District or Employer:** Kiona Benton District
3. **Workdays:** The days included in the employee’s contract year.
4. **Calendar Days:** The universally recognized calendar of months and days.
5. **Business Days:** Days the Administrative Offices are open for business.
6. **Years of Service/Longevity:** Total years of regular employment with the School District.



1 7. **New Positions:** Any new position newly created within the bargaining unit; all new positions
2 will be posted.
3

4 **8. Permanent Employment:**

5 A. Regular full-time:

6 Is an employee who is employed for the full twelve (12) month calendar year, from year
7 to year.

8 B. Regular part time:

9 Is an employee who is employed for less than (twelve) 12-months from year to year.
10

11 9. **Substitute Employee:** Is one who is employed sporadically to fill a position of a full time,
12 regular, or temporary classified employee who is temporarily absent from duty for less than
13 sixty (60) consecutive working days. Substitute employees will be compensated ninety (90%)
14 percent of probationary rate on Schedule A and will not receive benefits.
15

16 A. Probationary Period:

17 Up to thirty (30) days worked as a substitute employee shall count toward the
18 completion of the probationary period if the substitute is hired as a regular employee in
19 the same position or one which is substantially similar.

20 B. Represented Substitute Employees:

21 Substitute employees doing bargaining unit work more than one-sixth (30 cumulative
22 days = 1/6th of the school year) of the normal academic year in any twelve (12) month
23 period and continue to be available for work. Substitute Employees will be eligible to
24 participate in the Washington State Public Employees Retirement System to the extent
25 required by state law and will receive fifty (\$0.50) cents an hour over the non-
26 bargaining unit substitute rates Article IX Section 9.1., and no other contractual
27 provisions or benefits. After ninety (90) days of subbing, Substitute bus drivers will
28 receive the initial negotiated rate of pay for regular drivers.
29

30 10. **Temporary Employees:** Employees employed for a specified period of time, not less than
31 thirty (30) workdays. A regular full-time or regular part time employee may be assigned to a
32 temporary position or apply to fill a temporary position, which is not expected to continue from
33 year to year or replace a permanent employee on authorized leave. However, no more than two
34 (2) such transfers may be accomplished with respect to any particular temporary opening. At
35 the end of the temporary assignment a Regular full-time or Regular part-time employee will not
36 go into layoff status unless a layoff would be indicated in the context of an employee's layoff
37 status.
38

39 A. Probationary Period: All days worked in a temporary capacity count towards the
40 completion of the probationary period if the individual is hired as a regular employee in
41 the same classification as their temporary employment. A permanent employee who has
42 a temporary assignment shall retain all employment rights.
43

44 11. **Probationary Employee:** A probationary employee is one who has not completed ninety (90)
45 working day probationary period; however, upon successful completion of the probationary
46 period the employee shall be credited with all rights and benefits under this Agreement
47 retroactive to hire date. Probationary employees may be summarily discharged.
48

1 12. **Additional Time:** Any additional time assigned lasting fifteen (15) minutes or more in a day
2 for twenty (20) consecutive school days must be offered to all classification members by
3 seniority. This time will become part of the employee's contracted time and will be applied to
4 their holiday pay and leave accruals. As per SEBB rules, all hours worked will be counted for
5 insurance eligibility.
6

7 **13. Seasonal Grounds Employees:**

- 8 A. The position shall work the first Monday in March through November 15th or the last
9 business day before November 15th.
10 B. The position shall have all rights to the Collective Bargaining Agreement.
11 C. All leaves shall be earned on a pro-rated basis including vacation.
12 D. This position will not be required to be on call for subbing positions, although may
13 request to have their name added to the substitute list.
14
15
16

17 **ARTICLE II**

18 **RIGHTS OF THE EMPLOYER**

19
20
21 **Section 2.1. Management Authority.**

22 It is agreed that the customary and usual rights, powers, functions, and authority of management are
23 vested in management officials of the District. Included in these rights, by way of illustration and not
24 by way of limitation, in accordance with and subject to applicable laws, regulations, and the provisions
25 of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and
26 assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action
27 against employees; and the right to release employees from duties because of lack of work or for other
28 legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by
29 determining the methods, the means, and the personnel by which operations undertaken by the
30 employees in the unit are to be considered.
31

32 **Section 2.2. Management Rights.**

33 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
34 District. In making rules and regulations relating to personnel policies, procedures and practices, and
35 matters of working conditions, the District shall give due regard and consideration to the obligations
36 imposed by this Agreement.
37
38

39 **ARTICLE III**

40 **RIGHTS OF EMPLOYEES**

41
42 **Section 3.1. Right of Association.**

43 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
44 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
45 The freedom of such employees to assist the Association, including presentation of the views of the
46 Association to the Board of Directors of the District or any other governmental body, group, or
47 individual.
48

1
2 **Section 3.2. Addressing Concerns.**

3 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
4 Association representatives and/or appropriate officials of the District.
5

6 **Section 3.3. Representation.**

7 Employees subject to the Agreement have the right to have Association representatives or other
8 bargaining unit representatives present at discussions adversely affecting their employment between
9 themselves and supervisors or other representatives of the District.
10

11 **Section 3.4. Non-Discrimination.**

12 The District and Association shall provide equal opportunity and treatment for all employees without
13 discrimination based on race, religion, creed, national origin, age, honorably discharged veteran or
14 military status, sex, sexual orientation, gender expression or identity, marital status, the presence of
15 any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a
16 person with a disability. This applies to all personnel actions including recruitment, hiring, training,
17 transfer, promotion and demotion, layoff and recall, compensation and benefits, discipline, termination
18 and all other conditions or privileges of employment.
19

20 **Section 3.5. Evaluations.**

21 Employees shall be evaluated on an annual basis by their immediate supervisor. Such evaluation will
22 be conducted face to face and allow time for the employee to ask questions and for the Supervisor to
23 discuss the evaluation comments and ratings. Teachers will not conduct evaluations or write
24 evaluations. Evaluations will be conducted no later than June 1st of each school year. Evaluations shall
25 be shared with each employee and turned into the District Office no later than June 1st of each year.
26 Information/performance issues that may result in a negative evaluation not brought to the attention of
27 the employee in a reasonable and timely manner shall not be included on the evaluation. Information
28 that is brought to the attention of the employee and is corrected by the employee shall not be included
29 on the evaluation, unless discipline was instituted as a result of the conduct. Evaluations shall be used
30 as an opportunity for professional growth and development and shall never be used as a form of
31 discipline, however, progressive discipline may be imposed as a result of continued, uncorrected,
32 substandard job performance. Employees are allowed to write a rebuttal up to ten (10) calendar days
33 after the evaluation, such rebuttal will become attached to the evaluation and placed in the employee's
34 file with the evaluation.
35

36 Employee's signature does not necessarily imply agreement. The employee's signature indicates the
37 evaluation has been received. All evaluations will have this statement included on the evaluation.
38

39 **Section 3.6. Emergency Communications.**

40 On the basis of need as determined by the District, the District shall obtain two-way hand-held radios
41 or comparable portable communications devices for use by the employees on school grounds. These
42 radios will be in working order and shall be available. Should the District fail to provide
43 communication devices, employees required to use their own personal cell phones will be provided a
44 stipend of twenty-five dollars (\$25.00) per month.
45

46 **Section 3.7. Employee Safety.**

47 The District agrees to designate the administrator responsible for employee safety. Safety issues may
48 be addressed through the labor management committee. Employees are expected to bring safety

1 concerns to their immediate supervisor as soon as practicable. Additionally, employees may submit
2 their safety issues/concerns to their superior and/or designated safety administrator in writing. Health
3 and Safety protocols will be clearly communicated and provided in writing to all employees at each
4 site. Each worksite will have a Safety committee with representation invited from each bargaining unit.
5

6 **Section 3.8. Immunizations.**

7 All employees exposed to hazardous or infectious situations or materials shall be provided upon
8 request and approval, immunization, or other reasonable protection at District expense, e.g., hepatitis
9 shots, flu shots. The District may request proof of immunizations from its employees. Once
10 immunization records have been provided to the District, such records shall be maintained in the
11 employee's personnel file. No specific vaccine shall be required as a condition of employment unless
12 ordered by the Washington State Department of Health or other legal authority. Or other legal
13 authority. Employees without required vaccinations may only be excluded from the work site if so,
14 ordered by the Washington State Department of Health or other legal authority.
15

16 If an employee submits documentation authorizing a medical exemption from a required
17 immunization, they shall be provided the opportunity to work off-site should such work be available,
18 or if they choose not to work, shall be entitled to utilize any paid or unpaid leave options available.
19

20 **Section 3.9. Kitchen Facilities.**

21 A food service employee, selected by seniority, shall be on site whenever kitchen facilities are in use
22 by an outside agency.
23

24 **Section 3.10. Off Campus Student Instruction.**

25 Employees shall not be required to instruct students at their home. If instruction is to be provided at a
26 public location off District property, two (2) employees shall be assigned to work together at the
27 remote location.
28

29 **Section 3.11. Video Cameras, GPS, and Audio Recordings.**

30 Video cameras, GPS systems, and audio recordings are a tool to provide security for student, staff, and
31 district property. With a supervisor present, the employee may request to review a recording to assist in
32 identifying a problem. The presence of security cameras will be disclosed to the Association upon
33 request.
34

35 Video, GPS, and audio recordings may be used like any other evidence in cases involving safety
36 concerns or allegations of employee misconduct or substandard performance. Video will not be
37 monitored by non-supervisory employees who do not have a job assignment that requires the viewing
38 of the video.
39

40 **Section 3.12.**

41 In accordance with RCW 28A.210.330 (2) The District shall provide training for any employee
42 providing care for any student with diabetes, and no employee shall be coerced into filing a written
43 consent to serve as a "parent-designated adult" within the meaning of the statute.
44

45 **Section 3.13.**

46 The District shall comply with RCW 28A.210.275 Administration of Medications by employees not
47 licensed under Chapter 18.79. RCW.
48



1 **Section 3.14.**

2 In accordance with RCW 28A.210.280, employees assigned the duty of providing clean, intermittent
3 bladder catheterization as a specific part of their job description shall receive training in the activity. If
4 the job posting and description of which the employee was hired under does not include providing
5 catheterization services, they shall have the right of refusal by indicating in writing, which will not serve
6 as grounds for discharge, nonrenewal or other action adversely affecting the employee's contract
7 status.
8
9

10 **ARTICLE IV**

11 **RIGHTS OF THE ASSOCIATION**

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13
14 **Section 4.1. Associations Rights and Responsibilities.**

15 The Association has the right and responsibility to represent the interest of all employees in the unit; to
16 present its views to the District on matters of concern, either orally or in writing; and to enter collective
17 negotiations with the object of reaching an agreement applicable to all employees within the
18 bargaining unit.
19

20 **Section 4.2. Employer Notifications.**

21 The Employer will notify the Association of all hiring, layoffs, grievances, and terminations of
22 employees subject to this Agreement.
23

24 **Section 4.3. New Employees.**

25 The District shall provide orientations of new employees within the first month of employment. An
26 Association Officer will be invited to attend on his or her own time, all HR orientation meetings, and
27 be given an appropriate amount of time to inform new employees of contractual issues and provide
28 employees copies of the Collective Bargaining Agreement. Orientations shall include information
29 and/or training on the following:

- 30 • Job description.
- 31 • Discussion of pay scale/including employee's expected rate.
- 32 • Explanation of Insurance, Retirement, Vacation, and leave benefits.
- 33 • Blood borne pathogens, appropriate equipment, and chemical safety information as available.
34

35 **Section 4.4. Member Information.**

36 The Association Officers will have access to relevant information, in the exercise of their
37 representational duties, upon request at the District business offices during regular business hours in
38 accordance with State and Federal laws and regulations.
39

40 **1. Notification of New Hires:**

41 The District will notify PSE of Washington and the Chapter President and the Membership
42 Officer electronically of all new hires within ten (10) workdays of the hire date. Information
43 provided will include: name, position, work location, home address, hourly rate, hours
44 contracted during the work year, and hire date.

45 **2. Notification of Resignations, Retirement, and Terminations:**

46 The District shall notify the Association President of any members who either leave the District
47 or retire. Email notification shall be an acceptable form of notification.
48

1 **3. Personnel Updates:**

2 Personnel updates (Board reports) of new hires, terminations, etc. will be reported
3 electronically to the Chapter President, Chapter Membership Officer and to the PSE state
4 Membership Department at membership@pseofwa.org

5 **4. Employee information:**

6 The District will supply an electronic file that shall include all new hires, temporary hires,
7 replacements, and substitutes utilized beyond the thirty (30) cumulative days as defined in
8 Section 1.3. with name, position, work location, home address, hourly rate, hours contracted
9 during the work year, and hire date to Public School Employees of Washington/SEIU Local
10 1948 upon request, provided that such lists are not requested more than four (4) times each
11 calendar year.

12 **5. Seniority Lists:**

13 Seniority lists for each job classification will be updated by the Human Resources Department
14 regularly throughout the calendar year on a shared electronic file. The Association Presidents,
15 Association Membership officers and the PSE Field Representative shall have access to view
16 the seniority lists and receive automatic e-mail notifications when the document is updated. The
17 district will distribute a printed copy to all bargaining unit members in September and January
18 of each year.

19 **6. Public Records Requests from a Third Party:**

20 The Employer Shall notify the association of any public records requests requesting the
21 following information of bargaining unit employees name, position, work location, home
22 address, e-mail address, hourly rate, hours contracted during the work year, and hire date.

23
24 **Section 4.5. Association Business.**

25 The Association reserves and retains the right to delegate any right or duty contained herein to
26 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 Kiona Benton
27 Chapter.

28
29 **1. Association Officials:**

30 The Association agrees to provide a current list of Association Officers and Trustees to the
31 Superintendent.

32 **2. Reasonable Access:**

33 The Association and its representative shall be permitted reasonable access to the District
34 buildings and its members for the purpose of conducting Association business, provided they
35 report to the office of the building administrator and provided that such access shall not
36 interfere with the District educational program and shall not interfere with the employees'
37 ability to perform their work assignments.

38 **3. Facilities Usage:**

39 The Association and its membership have the privilege of using school building facilities for
40 meetings, provided that such meetings shall not interfere with the normal school operations and
41 will not result in additional costs to the District. Building use shall be arranged through the
42 building principal.

43 **4. Member Communication:**

44 The Association may post notices of activities and matters of Association concern on a bulletin
45 board in each school building. Such notices shall contain the name of the authorizing
46 Association and/or official. The Association may have the right to use mail systems and/or the
47 mailboxes and e-mail in the school building for the distribution of bulletins, leaflets, and
48 pamphlets if such usage does not interfere with school District usage. However, intra-district

1 communication systems may not be utilized to support/oppose any candidate for elected office
2 or support/oppose any ballot initiative.

3 **5. Release time:**

4 Release time for members requested by the Public School Employees of Washington/SEIU
5 Local 1948 may be granted to an employee elected to a State PSE Office. All costs associated
6 with the employee's absence will be reimbursed by PSE of Washington. Request for release
7 time will be handled through the Superintendent or their designee.

8
9 **Section 4.6. Release Time - Chapter Business.**

10 The President of the Association and his or her designated representatives will be provided time off
11 without loss of pay to attend meetings which the Superintendent judges to be in the best interest of the
12 District. However, the District reserves the right to reasonably limit the number of employees released
13 on paid status for meetings conducted during the workday.

14
15 **Section 4.7. Release Time – Member Representation.**

16 Time during working hours, whenever possible, and when mutually agreed upon, will be allowed
17 Association representatives for attendance at meetings with the District. Time, whenever possible, and
18 when mutually agreed upon, will also be allowed for representatives to discuss with the employees'
19 grievances and appropriate matters directly related to work situations in their area or craft. Association
20 representatives will guard against the use of excess time in the handling of such matters. This clause
21 will not be used to allow employees to attend union meetings without arranging for this time to be
22 made up.

23
24 **Section 4.8. Labor Management.**

25 The Labor/Management Committee is designed to allow the parties to meet at mutually scheduled
26 times to discuss appropriate matters that do not require negotiations. The purpose of this Committee is
27 to mutually discuss and resolve appropriate matters. The Committee shall consist of the Association
28 President and up to three (3) members chosen by the Association, and the Superintendent and up to
29 three (3) management representatives chosen by the District.

30
31 **Section 4.8.1.**

32 Association representatives, when leaving their work, shall first obtain permission from their
33 immediate supervisor. The employees will report their return to work to their supervisors.

34
35 **Section 4.8.2.**

36 If meetings are scheduled during employees' working hours, employees will be compensated at
37 regular hourly rate. If mandatory meetings are scheduled by the district outside the employee's
38 workday, the employee will be paid for such time.

39
40
41 **ARTICLE V**

42
43 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

44
45 **Section 5.1. Negotiations.**

46 It is agreed and understood that matters appropriate for consultation and negotiation between the
47 District and the Association are hours, wages and working conditions of employees in the bargaining
48 unit subject to this Agreement.

1
2 **Section 5.2. School Calendar.**

3 The Association will be involved in the setting of the school calendar and any changes thereto through
4 the Association President.

5
6 **Section 5.3. Labor Management.**

7 The District agrees to meet with a labor management committee at a mutually agreed time to discuss
8 issues of concern to both PSE and the District.

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11
12 **ARTICLE VI**

13
14 **HOURS OF WORK AND OVERTIME**

15
16 **Section 6.1. Workweek.**

- 17 • The workweek for full-time employees shall consist of five (5) consecutive days followed by two
18 (2) consecutive days of rest. Cooks and aides shall have definite assigned shift lengths not to
19 exceed eight (8) hours per day in a five (5) consecutive day week.
- 20 • Whenever a five (5) day workweek schedule is shifted to include a Saturday or Sunday, the
21 employee will receive pay for the Saturday and/or Sunday at the rate of one and one-half (1-1/2)
22 times the regular rate of pay.
- 23 • Employees may opt for an alternative workweek during summer vacation, and during winter and
24 spring breaks.
- 25 • Employees will submit their requests for alternative workweeks, as applicable, to the supervisor for
26 approval.
- 27 1. All requests shall be approved or denied, in writing, within five (5) business days of initial
28 submission. Alternative work schedule may include the following:
- 29 A. Remain on regular schedule
- 30 B. Four (4) ten (10) hour workdays, staggered to cover a five (5) day workweek (OT
31 applicable after ten (10) hours per day/forty (40) per week). However, the ten (10)
32 hour workday overtime rule will not apply to transportation employees.
- 33 C. Early starting times to enable an early end to the individual shifts.
- 34 D. An extended workday for four (4) days per week to enable a half (1/2) day schedule
35 for each Friday.
- 36 • Custodial – when a day custodian is absent, the shift will be offered first to the most senior swing
37 shift employee in that building.

38
39 **Section 6.2. Overtime.**

40 Time in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall
41 constitute overtime and shall be paid for at the overtime rate of time and one-half (1/2). However, the
42 eight (8) hours in a day overtime provision will not apply to transportation employees.

- 43
- 44 1. Employees will not be eligible for overtime if other, less senior employees in the general
45 classification can perform the work without going into overtime.
- 46 2. All overtime shall be pre-approved by building/department supervisor or Superintendent in the
47 supervisor's absence.

- 1 3. Employees may opt for compensatory time in lieu of pay for overtime with the supervisor's
2 preapproval. All compensatory time must be used prior to employee use of vacation time and
3 must be used by August 31 of each year. Employees who are unable to use compensatory time
4 before the August payroll cutoff date (whichever comes first), shall be compensated according
5 to this section.
6

7 **Section 6.3. Transportation.**

8 Recognizing that personnel in the Transportation classification present special shift problems, the
9 parties agree that shifts shall be established in that classification in relation to routes and driving times
10 requisite to fulfilling tasks assigned by the Supervisor of Transportation.
11

12 **Definitions:**

- 13 1. **Route:** Is a regularly scheduled A.M. Midday or P.M. route.
14 2. **Trips:** Are extracurricular activities such as sporting events, field trips, etc.
15 A. **Extra Trip:** Is the term used for extracurricular trips that are scheduled in advance with
16 the Transportation Director.
17

18 **Section 6.3.1.**

- 19 1. Shifts shall be established for transportation personnel in relation to the routes and driving
20 time necessary to fulfill tasks assigned by the transportation supervisor.
21 2. All bus driver personnel shall receive in addition to actual hours of driving time, fifteen
22 (15) minutes per route (A.M. route, Midday route, P.M. route) for pre-trip & post-trip
23 duties. Drivers are required to conduct these pre and post trip activities.
24 3. In the event the driver is using the same bus again within fifteen (15) minutes, no more than
25 five (5) minutes will be paid.
26 4. Extracurricular trips: Drivers shall be allotted thirty (30) minutes to perform pre and post
27 trip duties for all out-of-district trips during the week and up to an additional one (1) hour
28 on non-school days.
29 5. Drivers shall be allotted thirty (30) minutes per week dedicated to deep cleaning – this
30 includes mopping, exterior and interior washing of the bus, sweeping.
31 6. Additional time beyond the driver's scheduled time must be preapproved by the
32 transportation supervisor.
33 7. In the event a driver's time is inaccurate for ten (10) consecutive days, the driver or the
34 District shall ask for a review of the route time. The supervisor shall ride the route no less
35 than three (3) times as part of the review. At the conclusion of the review, the supervisor
36 shall provide a written decision to the driver on whether the route shall be increased,
37 decreased, or remain the same.
38 8. If there are fifteen (15) minutes or less between assignments, the regular hourly rate of pay
39 shall continue uninterrupted.
40 9. All transportation employees shall receive a minimum of three (3) hours of route and
41 related time per workday.
42 10. A driver may drive a maximum of eleven (11) hours after eight (8) consecutive hours off
43 duty. A driver may not drive beyond the 14th hour after coming on duty following ten (10)
44 consecutive hours off duty. Standby time and off-duty time will not be considered driving
45 time for the purpose of this section.
46

1 **Section 6.3.2.**

2 Drivers/attendants will be returned at the beginning of the school year substantially to the
3 routes they occupied at the conclusion of the previous school year. Bids shall be concluded by
4 September 14th each year. All route time (A.M., Mid-day, and P.M.), pre-trip, post trip and
5 cleaning time, shall be totaled at the conclusion of the “bid” and this time shall constitute a
6 package. Hours in the package shall be guaranteed the duration of the school year unless a
7 driver willingly and knowingly accepts a package with fewer hours. It is agreed by the parties
8 that drivers will be allowed to include more than a single mid-day run in their route package, as
9 long as the runs do not overlap or create the possibility that a driver will not be able to comply
10 with established pickup/drop off times. In order to compensate for concessions in the extra trip
11 bidding process as detailed herein, the employer agrees that any route package totaling at least
12 thirty-eight (38) hours will be rounded up to forty (40) hours unless subsequent route changes
13 make this infeasible. Drivers will not be allowed to bid upon a regular route package which
14 totals more than forty (40) hours.

15
16 **Section 6.3.3. Trips.**

17 All trips other than regular daily scheduled bus route shall be called extra trips and shall be
18 compensated in compliance with Schedule A. [See section 7.3., Definitions]

19
20 Rotation list is based on seniority. At the start of each school year, the rotation list is reset to
21 the most senior employee.

22
23 **Extra Trips List.**

24 A monthly trip selection meeting shall take place the last week of the month for the following
25 month’s trips. Scheduled sporting trips shall be bid by full season the month prior to the
26 seasons’ start. Transportation employees shall receive one (1) hour pay for participating in this
27 meeting. All trips scheduled will be picked by drivers, in seniority, on a continuing rotation
28 roster called the “Seniority Rotation List”. The day and time of this monthly trip pick will be by
29 mutual agreement of the drivers and the supervisor.

30
31 Drivers not able to attend the trip pick meeting may have an alternate driver pick for them. This
32 must be pre-approved by the supervisor prior to the meeting. Drivers shall make a reasonable
33 attempt to attend the meeting.

34
35 One (1) calendar week preceding the monthly trip picking day, the following month’s trips or
36 sport season trips shall be printed and posted on the office bulletin board in the transportation
37 department by 1:00 pm. If an email address is provided by the driver, the following month’s
38 calendar will also be sent to each bus driver via internet by 1:00 pm. the same day.

39
40 The trip information shall indicate the estimated total hours for the trip including drive time and
41 standby time.

42
43 At the start of the trip picking meeting, a current calendar for the following month’s trips or
44 sports season trips and the trip slips will be presented to the drivers. The Camp Wooten trip
45 shall be posted along with the spring sports roster. All trips received by the transportation
46 office, prior to the start of the trip picking meeting, shall be included.



1 In rotation order, each driver will be allowed to select one trip per selection turn. All extra trips
2 sent to the transportation office after the monthly trip pick meeting date will be posted no later
3 than 1:00 pm the day they are received and will be bid by seniority.
4

5 **Section 6.3.3.1.**

6 Should a driver turn down an extra trip/extra work, that driver will then be placed back
7 in rotation and the next driver on the list will have the choice of the trip.
8

9 **Section 6.3.3.2.**

10 If a driver turns down an extra trip/extra work and all remaining drivers pass, the trip
11 shall be awarded to a sub driver.
12

13 **Section 6.3.3.3.**

14 Employees may pass on any trip but will not be eligible for another trip until after the
15 complete rotation of the roster or if a trip assigned to said driver after they pass is
16 cancelled. Cancelled trip awards shall be handled in accordance with Section 7.3.3.5.
17

18 **Section 6.3.3.4. Trip Rotation List.**

19 All drivers will be placed on the extra trip rotation list, except substitute employees will
20 be placed on the extra trip rotation list. When there are no contracted drivers available
21 substitute employees will be allowed to take trips.
22

23 **Section 6.3.3.5. Cancellation.**

24 Should a trip be cancelled, the driver who was assigned the canceled trip shall be
25 temporary placed at the top of the rotation board. When a trip comes in they will have
26 the first option to accept the trip to make up for the cancelled trip.
27

28 **Section 6.3.3.6.**

29 Once trips are assigned, drivers are expected to drive the trip. Drivers will make every
30 attempt to drive their AM and PM runs.
31

32 **Section 6.3.3.7.**

33 If all drivers turn down a trip it shall be awarded to a substitute driver. If no sub is
34 available, the District may assign the trip to a regular driver by reverse seniority
35 (beginning with most recently hired driver). If no sub is available, the District may
36 assign the trip to a regular driver by reverse seniority (beginning with most recently
37 hired driver).
38

39 **Section 6.3.3.8.**

40 An employee who is scheduled to drive an extra trip or any regular route who reports to
41 work, shall be paid two (2) hours, at the appropriate rate if the trip or regular route is
42 cancelled, provided that the employee was not notified of the cancellation prior to
43 reporting to work for the extra trip or regular route.
44

45 **Section 6.3.3.9.**

46 The District shall notify the PSE Chapter Transportation Representative of all trips
47 being taken by alternative modes of transportation as defined in Section 7.4 of the

1 Collective Bargaining Agreement. This notification shall include the number of
2 students, miles, and transportation type (i.e., van, etc.).

3
4 **Section 6.3.4. Overnight Trips.**

5 Drivers on overnight trips shall be provided with their own hotel room. Drivers shall not be
6 required to share rooms.

7
8 **Section 6.3.5.**

9 Drivers will receive no less than one (1) hour driving time for all runs or extra trips taken. For
10 extra trips on a non-school day, drivers will receive a minimum of two (2) hours of pay.

11
12 **Section 6.3.6.**

13 Drivers who are required to drive an extra trip in lieu of their regular run (am, pm, or midday)
14 shall not receive less than their regular pay.

15
16 **Section 6.3.7.**

17 At the discretion of the transportation supervisor, Drivers/attendants shall be entitled to perform
18 fill in work as appropriate to the classification, in accordance with seniority rotation, and
19 availability. The rotation list will be implemented at the beginning of each school year.
20 Drivers/attendants wishing to perform fill-in work must sign the rotation list to be eligible.
21 Driver/attendant must be available to perform the fill-in work without disrupting their regular,
22 awarded runs.

23
24 **Section 6.3.8. Incentive Programs.**

25 **Bus Driver Incentive:**

26 Due to the nature of the work performed by employees assigned to the District's student
27 transportation department - in particular the need for stability of the workforce, and a low rate
28 of absenteeism - the District desires to implement a pilot program of attendance and
29 performance incentives for employees in the Transportation Department. The District and
30 Association agree to a trial period to determine if attendance of transportation employees are
31 enhanced.

32
33 The "probationary pay" step of Schedule A (wages) involving Transportation employees, will
34 be foregone and Transportation employees will be paid at full rate. Probationary bus drivers
35 will be paid at this initial step; although, the status of probation itself remains unchanged.

36
37 Regular, CDL licensed, Transportation employees who are contracted with to/from school
38 assignment(s) during the scheduled calendar school year, without missing time for any reason
39 (including negotiated leave status), will be entitled to an attendance incentive bonus each
40 quarter as follows:

41	Zero (0) or one (1) day missed	- bonus \$500.00 per quarter
42	Two (2) days missed	- bonus \$250.00
43	Three (3) or more days missed	- no bonus

44
45 Any/all portions of a drivers contracted hours unfulfilled, including negotiated leave status,
46 will constitute a day missed. The only exception being, any Transportation employee that
47 misses any/all of their (to/from) assignments, only due to other School related trips, will still
48 be eligible for the incentive bonus.

- 1 1. The bonus is computed and paid on a quarterly basis (forty-five [45] workdays per
2 quarter, constituting 180-day total). Any portion of a day missed counts as an entire
3 day.
- 4 2. This incentive bonus program is effective beginning with the second quarter of the
5 current school year (SY 19-20) on October 31, 2019.

6
7 **Bus Mechanic Incentive:**

8 In order to promote and reward excellence in the maintenance of the District's fleet of school
9 buses, the following incentive program for its bus mechanic will be in effect upon the
10 execution of this agreement.

11
12 If, at the conclusion of the District's fiscal year, the District has incurred less than fifteen
13 thousand dollars (\$15,000) costs for outside, professional, bus maintenance (mechanical)
14 services during the fiscal year which is concluding, the District's bus mechanic will receive a
15 bonus in the amount of three thousand dollars (\$3,000).

16
17 Both of the foregoing incentive programs are subject to unilateral termination by the District,
18 upon completion of stated time period, in the event that the District's Executive Director of
19 Finance determines that funding for the programs is not available, or that the savings have not
20 been cost-effective.

21
22 **Section 6.3.9.**

23 Employees who are not contracted as a bus driver but hold a CDL will only be used in
24 emergency situations. When no regular drivers or substitutes are available CDL licensed
25 employees who are emergency drivers will become eligible for the pro-rated attendance bonus
26 after they drive thirty (30) or more days a quarter, as per Section 6.3.8.

27
28 **Section 6.4. Outside Bargaining Unit Work.**

29 Transportation supervisor shall be only allowed to drive bus routes or extra activity trips in extreme
30 emergencies or by special arrangement with the drivers, and further, the District reserves the right to
31 use alternative methods of transportation when the number to be transported is eight (8) or fewer
32 students per team. In addition, should a bus attendant obtain necessary licensing to operate a school
33 bus, they will be permitted to bid on extra trips.

34
35 The District may also utilize alternative methods of transportation on no more than eight (8) non-
36 athletic activity trips per instructional year (excluding trips to Camp Wooten), or when no District
37 buses or drivers/substitute drivers are available, due to other transportation requirements.

38
39 The parties agree that management's right to use alternative methods of transportation as defined in
40 this Section does not obligate the District to use or not use Kiona Benton drivers for trips defined in
41 this Section. Requests for alternative methods of transportation must be authorized by the Central
42 Office.

43
44 **Section 6.5. Call Back Pay.**

45 Employees who are called out for duty (extra or regular shift), shall receive a minimum two (2) hours
46 of pay at their regular rate, or overtime rate if their workweek exceeds forty (40) hours.

1 **Section 6.6. Working in a Higher Classification.**

2 Employees required, or requested, by the Superintendent or Superintendent's designee to work in a
3 higher paid position shall receive the rate of pay at the higher paid position beginning on the first day.
4

5 Any employee who is temporarily required to perform assigned duties of a lower classification will not
6 suffer a loss in wages or hours for the duration of the assignment.
7

8 Employees who volunteer or sign up to perform additional work shall be paid the rate of pay for that
9 position as shown on Schedule A.
10

11 **Section 6.7.**

12 If the performance of an employee is being interfered with by the training or supervision of other
13 employees, or non-employees, on a temporary or permanent basis, and the supervision interferes with
14 the work of the employee, the employee shall report said condition to his/her supervisor for
15 adjustment.
16

17 **Section 6.8. School Delay/Closure.**

18 In the event of an unusual school closure or delay due to inclement weather, plant non-operation, or the
19 like, the District will notify local radio stations by 6:15 am. If an employee leaves for work before
20 6:15 am, they can request to be put on a list. The employees on this list will be called before 6:15 am.
21 In the event the District fails to make the above notification, employees reporting to work shall receive
22 a minimum of two (2) hours pay at base rate. Employees who are unable to report to work due to
23 inclement weather will be provided an opportunity to make up the time missed or permitted to utilize
24 appropriate leave options.
25

26 **Section 6.9.**

27 If a less than 12-month employee's workday is of less time than regularly scheduled due to early
28 release, inclement weather, environmental conditions, etc., the employee shall have one (1) of the
29 following four (4) options:

- 30 A. The supervisor and the employee will mutually schedule the unworked hours.
31 B. The employee may request debiting any personal or vacation leave.
32 C. The employee may use emergency leave of which comes out of sick leave.
33 D. The employee may accept a deduction of pay for the unworked hours.
34

35 If the employee does not select one (1) of the above options by the next pay period, payroll will
36 assume Option "D".
37

38 During a closure for inclement weather twelve (12) month employees shall have the ability to use any
39 available leave, should they feel unsafe driving to work.
40

41 **Section 6.10.**

42 Each employee shall be provided breaks and lunch periods as follows:

- 43 4 - 5 hours one (1) fifteen (15) minute rest period.
44 5 - 7 hours one (1) fifteen (15) minute rest period, and one (1) thirty (30) minute
45 uninterrupted lunch.
46 8 hours two (2) fifteen (15) minute rest periods [one (1) in the AM and one (1) in the
47 PM] and one (1) thirty (30) minute uninterrupted lunch.
48

All breaks shall be as near the middle of the shift as possible.

1 The program supervisor/administrator will not modify the above without discussion and agreement
2 with the employee. If an employee's lunch period is interrupted by District imposed duties, additional
3 time will be allowed to make up for the interruption. If the lunch cannot be rescheduled due to
4 immediate District needs, the employee will be compensated for the lost time at the appropriate rate of
5 pay.

6
7 **Section 6.11.**

8 Paraeducators shall generally be returned to the schedule they occupied at the end of the previous
9 school year. In the event management determines the need to modify schedules; those modified
10 schedules shall be discussed with Association Leadership prior to implementations and made available
11 at least two (2) weeks prior to the school year for review by Paraeducators. All additional Paraeducator
12 time, that may become available, shall be offered to the most senior/available Paraeducator.

13
14 When modifying schedules, management shall make reasonable attempts to limit the outside
15 supervision in any one (1) schedule to less than thirty (30) minutes, but not to exceed more than forty-
16 five (45) consecutive minutes without five (5) minutes of relief. After schedules have been designed
17 and assignments awarded, any remaining work shall be awarded based on seniority and availability.

18
19 **Section 6.12. Job Share.**

20 An employee may request that his/her position be converted to "Job Share" status. If the District agrees
21 to job share the position, the other half of the position will be offered to the current qualified members of
22 the bargaining group. District approval may be made contingent upon identification of an acceptable
23 candidate for the other half of the job. The job share request must be for a specified duration, at the
24 conclusion of which the initiating employee will revert back to their previous status, or in the case of a
25 temporary employee they will be considered to be in lay-off. All benefits will be prorated. If one-half
26 (1/2) of the position becomes available for any reason, the remaining employee and position may be
27 required to revert back to non-job share status.

28
29 **Section 6.13. Transition Time.**

30 Employees will not be scheduled to work in two (2) places at the same time. Employees will be
31 allowed three (3) minutes transition time to be reflected in their schedule.

32
33 **Section 6.14.**

34 Each employee shall be assigned in advance a definite shift with designated times of beginning and
35 ending. Such shift shall not be changed without a two (2) week notification to the employee. The
36 employee may waive the required notice at their discretion. Shift changes shall follow seniority when
37 applicable.

38
39 **Section 6.15.**

40 Paraeducators will be provided a daily site work schedule for the next school year no later than five (5)
41 calendar days prior to the start of school, dependent on student need.

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ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

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

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

Section 7.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. To be eligible for holiday pay, the employee must have worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday unless employees were on approved leave.

Section 7.1.2. Worked Holidays.

Full-time, twelve (12) month employees who are required to work on the above-described holidays shall receive a total of two and one-half (2½) times for all hours worked on such holidays.

Section 7.1.3. Holidays during Vacation.

Should a holiday occur while a full-time twelve (12) month employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of holiday as such.

Section 7.2. Vacations.

Full-time, twelve (12) month employees shall receive two (2) weeks paid vacation after one (1) year of full-time employment. Upon completion of six (6) years of full-time employment, an employee shall receive three (3) weeks of paid vacation. Upon completion of twelve (12) years of full-time employment, an employee shall receive four (4) weeks of paid vacation. Upon completion of eighteen (18) years of full-time employment, an employee shall receive five (5) weeks of paid vacation.

Vacations must be taken on non-school attendance days, unless mutually agreed between the employee and the immediate supervisor.

If an employee switches from a less than full-time position to a full-time twelve (12) month position, then consideration shall be given for the total months of service time with the District. All contracted time will be added up and then divided by twelve (12) to determine total years of full-time employment equivalency. Employees shall receive credit for a full month of service provided the employee worked at least one half (1/2) of their contracted days during each month.

The vacation accrual calculations shall then be based upon total twelve (12) months, years of contracted service with the school District.



1 **Section 7.2.1.**

2 Any vacation credit currently due but unused by the new accrual date of each year may be
3 carried over for one (1) year following the accrual date with the approval of the immediate
4 supervisor and administration. No vacation may be carried over for more than one (1) year
5 beyond the date on which it became due; provided, however, no employee shall be denied
6 accrued vacation.
7

8
9 **ARTICLE XIII**

10
11 **LEAVES**

12
13 **Section 8.1. Sick Leave and Personal Emergency Leave.**

14
15 **1. Regular Full Time and Regular Part Time Employees:**

16 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
17 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
18 school year. An employee who works eleven (11) working days in any calendar month will be
19 given credit for the full calendar month. Sick leave shall be vested when earned and may be
20 accumulated for one hundred eighty (180) days or the employee's highest work year, whichever
21 is greater. The District shall project the number of annual days of sick leave at the beginning of
22 the school year according to the estimated calendar months the employee is to work during that
23 year. The employee shall be entitled to the projected number of days of sick leave at the
24 beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate
25 applicable to the employee's normal daily work shift; provided, however, that should an
26 employee's normal daily work shift increase or decrease subsequent to an accumulation of days
27 of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily
28 work shift at the time the sick leave is taken, and the accumulated benefits will be expended on
29 an hourly rather than a daily basis.
30

31 **2. Substitute Employees:**

- 32 A. Substitute employees are entitled to use their accrued, unused paid sick leave beginning
33 on the ninetieth (90th) calendar day after the start of their employment.
34 After this ninety (90) day period, the employer must make accrued paid sick leave
35 available to substitute employees for use within the current pay period.
36 B. Each Substitute employee shall accrue one hour of paid sick leave for every forty hours
37 worked. A maximum of forty (40) hours may be carried over into the following fiscal
38 year.
39 C. Sick leave accrued while a substitute employee shall not be lost when the employee is
40 hired as a full time or part time regular employee.
41 D. When a substitute separates from employment, accrued sick leave cannot be cashed out,
42 however if the employee is rehired within twelve months of separation previously
43 accrued unused paid sick leave shall be reinstated. Substitute employees do not have
44 sick leave cash out rights and are not eligible to participate in sick leave incentive
45 programs.
46

47 **3. All Employees must be Scheduled to work to use their accrued, unused paid sick leave for**
48 **authorized purposes.**



1 4. The Employer may not discipline or document in the employee's evaluation for utilizing paid
2 sick leave.

3
4 **5. Family Care:**

5 An employee is authorized to utilize sick leave for the following reasons: To provide care for a
6 family member with mental or physical illness, injury, or health condition; care of a family
7 member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury,
8 or health conditions; or care for a family member who needs preventative medical care needed
9 to provide care for a family member with a mental or physical illness, injury, or health
10 condition. Family means any of the following:

- 11
12 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom
13 the employee stands in loco parentis, is a legal guardian, or is a de facto parent,
14 regardless of age or dependency status.
- 15 B. A parent, including a biological, adoptive, de facto, or foster parent, stepparent, or legal
16 guardian of an employee or the employee's spouse or registered domestic partner, or a
17 person who stood in loco parentis when the employee was a minor child.
- 18 1. A spouse
 - 19 2. A registered domestic partner
 - 20 3. A grandparent
 - 21 4. A grandchild; or
 - 22 5. A sibling
- 23

24 **6. Verification of Sick Leave use:**

25 Only when an employee exceeds five (5) days, the District may require verification that an
26 employee's use of paid sick leave is for an authorized purpose. If the District requires an
27 employee to provide verification from a health care provider identifying the need for use of
28 paid sick leave for an authorized purpose. The District must not require that the information
29 provided explains the nature of the condition. If obtaining such verification results in extra
30 expense to the employee, the cost shall be borne by the District.

31

32 **7. Sick Leave Cash Out:**

33 The Employer shall comply with applicable laws and regulations concerning sick leave.

34

35 **Section 8.2.**

36 In the event employees are absent for reasons which are covered by Industrial Insurance, the District
37 shall pay the employee an amount equal to the difference between the amount paid the employee by
38 the Department of Labor and Industries and the amount the employee would normally earn, as long as
39 the employee has accumulated sick leave. A deduction shall be made from the employee's
40 accumulated sick leave in accordance with the amount paid to the employee by the District.

41

42 **Section 8.3. Bereavement Leave.**

43 Up to five (5) days per occurrence may be allowed when such absence is occasioned by the death of
44 immediate relatives. Relatives are defined as follows: spouse, children, father, mother, father- and
45 mother-in-law, brother, sister, brothers and sisters-in law, grandparents and spouse's grandparents, and
46 grandchildren. No more than two (2) days per year shall be granted for attendance at a funeral of a
47 friend. Such leave is noncumulative. The number of days an employee is granted with regard to this
48 section shall be determined between the employee and their immediate supervisor.

1 **Section 8.4. Emergency Leave.**

2 Unused, earned sick leave may be utilized for the purpose of taking care of a personal emergency. An
3 emergency is defined as a situation that is serious, suddenly precipitated, and of such a nature that
4 planning, or preplanning could not relieve the need for the employee's absence. Such leave with pay is
5 discretionary and is intended to permit the employee to attend such emergencies as serious illness in
6 the immediate family. Such leave is not intended for the mere convenience of any employee to conduct
7 his or her personal affairs. Such leave is deductible from Section 9.1.1. Where possible, employees are
8 required to obtain the approval of their supervisor before taking emergency leave.

9
10 **Section 8.5. Maternity Leave.**

11 Maternity leave shall be allowed for pregnant employees for the purpose of childbirth provided that:

- 12 1. The employee notifies the District in writing at least thirty (30) days prior to the commencement
13 of the leave, which notice shall state the expected date of return to employment.
- 14 2. The leave shall be without pay except as provided in #5 below.
- 15 3. Such leave may be granted for not more than one (1) year.
- 16 4. The employee shall notify the District in writing at least ten (10) days prior to her return to
17 employment.
- 18 5. Leave for maternity shall be deducted from accumulated sick leave to the limit of the
19 accumulated leave for any of the following: pregnancy, miscarriage, abortion, childbirth and
20 recovery, and other pregnancy-related conditions or complications.

21
22 The employee may retain her insurance coverage by remitting the required monthly premium to the
23 District as required by the District, providing the insurance carrier permits continuance of such
24 coverage.

25
26 **Section 8.5.1. Child-Birth Leave.**

27 A male employee, or the non-child-bearing partner in a same-sex marriage or domestic
28 partnership, upon request, shall be granted up to five (5) days leave, for normal delivery, on or
29 about the date of the birth of his or her child. Additional days may be granted if there are
30 complications. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1.

31
32 **Section 8.5.2. Adoption Leave.**

33 Five (5) days leave shall be granted an employee who is adopting a child. Additional days may
34 be granted if there are complications. Such leave shall be deducted from that accumulated
35 pursuant to Section 9.1.1.

36
37 **Section 8.6. Judicial Leave.**

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

41
42 **Section 8.7. Leave of Absence without Pay.**

43
44 **Section 8.7.1.**

45 Upon approval of the Board of Directors, an employee may be granted leave of absence for a
46 period not to exceed one (1) year; provided, however, if such leave is granted due to extended
47 illness, one (1) additional year may be granted.

1 **Section 8.7.2.**

2 The returning employee will be assigned to the position last held if one is available, or a
3 comparable position. (Employees hired to fill positions of employees on leave of absence will
4 be hired for a specific period of time as a temporary employee in accordance with the condition
5 giving rise to the leave of absence. It shall be the responsibility of the Employer to inform
6 replacement employees of these positions.)
7

8 **Section 8.7.3.**

9 All benefits shall be frozen for the duration of the leave of absence, including seniority.
10

11 **Section 8.7.4.**

12 An employee who fails to appear for work for six (6) consecutive days without being in an
13 approved leave status will be considered to have abandoned his/her position and will be
14 separated from District employment. In the case of exigent circumstances, the Superintendent
15 may grant unpaid leave until such time as the next regularly scheduled meeting of the Board of
16 Directors, so that the affected employee may apply for an unpaid leave of absence. Application
17 to the Superintendent for temporary unpaid leave status must be made within the six (6) day
18 period, or the employee will be separated.
19

20 **Section 8.8. Personal Leave.**

21 Four (4) personal leave days per year shall be granted, discrete from any other leaves, which may be
22 accumulated up to five (5) days. One (1) additional day of personal leave per year, out of sick leave,
23 shall be granted. No reason need be given to take this leave. No personal leave days may be taken on
24 the first or last day of school. No more than two (2) employees per building or work group may be
25 gone on personal leave at one (1) time. Personal leave may be used to extend a holiday one (1) time
26 per year. Each year the employee shall have the option of cashing out up to three (3) unused personal
27 leave days at the employee's full rate of pay to be paid in the employee's July paycheck.
28

29 **Section 8.9. Training/Professional Development Leave.**

30 Employees shall be allowed time with regular pay for the purpose of attending a meeting, class, or
31 workshop to upgrade their skill level upon approval of the Superintendent.
32

33 **Section 8.10. Family Medical Leave.**

34 The employees covered by this agreement are eligible for the provisions of the Family Medical Leave Act
35 (FMLA) as provided by law. Under the federal Family Medical Leave Act (FMLA), the Washington
36 Family Leave Act (FLA), the Washington State Human Rights Commission Laws, the Washington Family
37 Care Act (FCA), employees have certain rights and protections. FMLA extends medical benefits up to
38 twelve (12) weeks for qualifying employees who have exhausted their paid leave or exhaust it during their
39 leave period, none of the above laws provide for additional paid family leave time. It is encouraged that
40 employees review their family medical leave rights with the Director of Human Resources.
41

42 **Section 8.11. Faith and Conscience Leave.**

43 Employees are entitled to two (2) unpaid days of leave per calendar year for reasons of faith or
44 conscience, or an organized activity conducted under the auspices of a religious denomination, church,
45 or religious organization. This leave must be taken in whole-day increments. If an employee prefers to
46 take the two (2) unpaid days of leave on specific days, the employer must allow the employee to do so
47 unless the employee's absence would impose an undue hardship on the employer, or the presence of
48 the employee is necessary to maintain public safety. The term "undue hardship" shall be interpreted in
49 accordance with WAC, Sections 82-56-20, 30. Employees desiring to take leave described in this



1 section must request leave not later than seventy-two (72) hours before the leave is to begin, and the
2 employer must respond within twenty-four (24) hours of the request, or the leave will be deemed to
3 have been granted.

4
5 **Section 8.12. Washington Paid Family and Medical Leave (PFML).**

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

- 8 ● The District shall annually notify employees about the benefits available under PFML.
- 9 ● Employees will be required to file a claim for PFML benefits with the Employment Security
10 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all
11 payments will come from the ESD.
- 12 ● Employees will be required to contact the Employment Security Guidelines to determine the
13 amount leave available.
- 14 ● To qualify for PFML, employees must work no less than eight hundred twenty (820) hours in
15 employment in Washington State during the qualifying period Employment Security will
16 determine the employee's eligibility and benefit.
- 17 ● Employees have the option of supplementing their pay with any paid leave balances they may
18 have to make the employee's wage whole while on PFML, if the employee is receiving only
19 seventy percent (70%) or less of their current wage.
- 20 ● Employees are not required to take their own leaves before using PFML as per state law.
- 21 ● Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or
22 www.paidleave.wa.gov for all information pertaining to this leave.
- 23 ● District and employees shall pay premium costs as per state law.

24
25 **Section 8.13.**

26 All employees working the day before Thanksgiving, the day before winter break and the last day of
27 school shall be released at 1:00 PM without a loss of pay. Although, due to the inability of bus drivers
28 to do this, they will receive an additional two (2) hours of pay at their regular rate.

29
30
31
32 **ARTICLE IX**

33
34 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

35
36 **Section 9.1. Definition Seniority.**

37 Seniority shall mean an employee's continuous length of service within his or her job classification
38 with the Employer. Seniority shall not apply to an employee until he or she has completed his or her
39 probationary period. Upon satisfactory completion of his or her probationary period, the employee
40 shall be credited with the seniority from his or her date of hire for continuous employment. Should a
41 tie in seniority occur within a classification, the application date shall be used to break the tie. Should
42 the application dates be identical, the seniority tie shall be broken by the drawing of lots.

43
44 **Section 9.2. Probation.**

45 Each new hire shall remain in a probationary status for a period of not more than ninety (90) working
46 days following the hire date as per Section 10.1. During this probationary period the District may
47 discharge such employee at its discretion. Probationary employees shall receive an evaluation by their
48 immediate supervisor at approximately three months following the hire date. This evaluation will not



1 be placed in the employee's personnel file. The District will provide training/orientation for new
2 employees as deemed appropriate by the District.

3
4 **Section 9.3. Loss of Seniority.**

5 Seniority shall be considered broken by (a) discharge, (b) resignation, (c) retirement, (d) eighteen
6 months (18) consecutive months in layoff (e) change of job classification, or (f) absences for any
7 reason not included within the leave provisions of the Agreement

8
9 **Section 9.3.1.**

10 Seniority rights shall not be lost for any of the following reasons, except as provided in Section
11 10.3.:

- 12 1. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 13 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of
14 the United States.
- 15 3. Time spent on other authorized leaves.
- 16 4. Time spent in layoff status as hereinafter provided.

17
18 **Section 9.4. Layoffs.**

19 In making layoffs and recalls after layoff, an employee's length of continuous service in his or her job
20 classification with the Employer shall govern, provided, minimum qualifications for the job can be met
21 as set forth in the job posting.

22
23 Employees in lay-off status shall have priority over junior employees and outside hires in filling
24 positions within the District, including temporary positions and substituting within the bargaining unit,
25 provided they meet the minimum qualifications as set forth in the job posting.

26
27 Employees who have been laid off must maintain a current, up-to-date address with the District to be
28 considered for recall. Employee recall rights shall be forfeited by failure to maintain a current address
29 with the District, by failure to respond to an offer of reemployment within five (5) days of receipt of an
30 offer, or by refusing an offer of employment. Such offer shall be sent via certified mail. The employee
31 will have five (5) business days to respond once certified letter has been received. Employees will
32 remain on the layoff list for eighteen (18) consecutive months.

33
34 **Section 9.4.1.**

35 Employees in lay-off or reduced hours status shall have priority for filling temporary positions
36 and filling in (subbing) for absent unit employees and shall be compensated at the appropriate
37 rate of pay on Schedule A. Employees in lay off or reduced hours status, who have not secured
38 a permanent or temporary position and who wish to perform fill-in work (subbing) must notify
39 the District of their availability and desire to perform fill in work (subbing).

40
41 **Section 9.4.2.**

42 When an employee has been recalled from the layoff list to fill a temporary position of known
43 duration and subsequently declines a continuing (permanent) position; the employee (occupant)
44 returns to the layoff list, when the temporary position ends, and seniority is adjusted to reflect
45 the date that the employee refused permanent employment. Should this result in a seniority tie,
46 the employee with the oldest unadjusted seniority date shall have preference.



1 **Section 9.5. Seniority Rights.**

2 The employee with the greater seniority shall have preferential rights regarding shift selection,
3 Overtime shifts, vacation periods, special assignments, promotions, assignment to new or open
4 positions, and layoffs when ability and performance are substantially equal with the junior employee or
5 other applicant. Employees within the general job classification have preferential rights over junior
6 employees, non- classification employees and outside applicants; if there are no classification
7 applicants then non- classification applicants have preferential rights over non-classification junior
8 employees and outside applicants. If the District determines that the seniority rights should not govern
9 because the junior employee or other applicant possesses ability or performance substantially greater
10 than a senior employee or senior employees, the District shall set forth in writing to the employee or
11 employees and the Association President its reasons why the senior employee or employees have been
12 bypassed.

13
14 **Section 9.5.1. Posting Positions.**

15 In order to afford employees an opportunity to apply for new or open positions that are covered
16 by this Agreement, notice shall be posted as soon as the District is apprised of, but no later than
17 fifteen (15) days of such vacancy. Positions shall be awarded within ten (10) days after the
18 close of the posting for internal and external hires. Should extenuating circumstances arise
19 where the District is unable to meet said timelines the parties upon mutual consent may extend
20 the timeline with a new specified award date. Staff will be notified of positions through their
21 District electronic mail address, and an electronic copy of each posting will be transmitted to
22 the secretary at each work site for posting in the usual place that notices to staff are posted.
23 This does not preclude the District from hiring necessary personnel to temporarily fill a
24 position for that interim period of time prior to the completion of the hiring process.
25 Employees shall notify the District electronically of their desire to receive job postings in the
26 summer months by email. Employees shall apply for vacancies using the established internal
27 application process (on-line application).

28
29 **Section 9.6. Classification Changes.**

30 Employees who change job classifications within the bargaining unit shall retain their seniority dates in
31 the previous classification for a period of forty-five (45) working days, notwithstanding that they have
32 acquired a new hire date and a new classification.

33
34 **Section 9.7. Letter of Assurance.**

35 All less than twelve (12) month employees shall receive notice of re-hire for the following year prior to
36 the end of the school year.

37
38 **Section 9.8. Promotion Return.**

39 If rejected or at the option of the employee, they will be returned to the position from which they were
40 promoted, if such action or choice occurs during the first forty-five (45) working days.

41
42 **Section 9.9. Transportation Assignments.**

43 Transportation assignments will normally be bid in September and January (if necessary) and shall be
44 awarded in accordance with the seniority provisions of Article VII of this agreement.

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ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1. Discipline.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner, which will not embarrass the employee before other employees or the public. The parties agree that a policy of progressive discipline will be used when applicable. Progressive discipline shall consist of a verbal warning, written reprimand, suspension without pay and ultimately to discharge. Suspension with pay can be used during a period of investigation. Employees have the right to attach a rebuttal to any discipline placed in the employee's personnel file.

Employee's signature does not necessarily imply agreement of the discipline. The employee's signature indicates that discipline has been received.

Section 10.1.1. Investigatory Interviews/Disciplinary Actions.

In the event formal investigatory interviews are to be conducted, each employee has the right to the following information prior to such interview:

- A. Written notice twenty-four (24) hours (one [1] workday) prior to any meeting, unless waived, in writing, by the employee and Association Representative.
- B. Written notice of allegations, if any or topic of the investigation, unless waived, in writing, by the employee and Association Representative.
- C. Written notice informing the employee that he/she has the right to have representatives of their choosing.

In all disciplinary actions where formal, written charges are to be given an employee, the District will give the following notice:

- A. Minimum notice of twenty-four (24) hours (one [1] workday) prior to the meeting time.
- B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior to the meeting time.
- C. Inform the employee that he/she has the right to have representatives of their choosing at the meeting.

Investigatory and disciplinary meetings can be delayed by a maximum of seven (7) calendar days in order for the employee to secure a representative.

Section 10.2. Employee Notice of Layoff.

Regular part-time employees who are not to be hired for the next school year shall be notified in writing prior to the end of the current school year. Layoffs may be initiated due to unanticipated shortfalls.

Section 10.3. Complaints Against Employees.

Any complaint made against a classified employee by a parent, student or other persons will be called to the attention of the classified employee within seven (7) working days of receiving the complaint, except in cases of criminal investigation. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the classified employee.



1 **Section 10.4. Removal of Derogatory Material.**

2 Employees may rebut any derogatory material placed in their personnel files. After three (3) years such
3 material may be expunged, upon application to the Superintendent, provided there has been no related
4 incident to the material to be expunged, except as provided in RCW 28A.400.301. The Superintendent
5 will review such requests in good faith and will not arbitrarily refuse to expunge the material.
6
7

8
9 **ARTICLE XI**

10
11 **INSURANCE AND RETIREMENT**

12
13 **Section 11.1.**

14 The employer agrees to provide SEBB insurance plans, follow employee eligibility rules and provide
15 funding for all bargaining unit members and their dependents as required by State Law, the State
16 Operating Budget, and the School Employees Benefit Board (SEBB). Inclusive of employer funding
17 will be payment of the retiree carve-out for all eligible employees.
18

19 **Section 11.2.**

20 Paid leave hours shall count toward hours used to determine eligibility for benefits under this section.
21 When an employee is approved for Family and Medical Leave Act (FMLA) leave, they continue their
22 benefits, per Federal Law. The employee is still responsible for paying their portion of the premiums.
23 See WAC 182-31-110.
24

25 For an employee on leave without pay, who is no longer anticipated to meet the required hours for
26 employer paid insurance benefits by the end of the school year, the employee may be able to access
27 COBRA benefits.
28

29 **Section 11.3.**

30 All additional hours beyond an employee's contracted hours shall be included in eligibility and
31 anticipated eligibility determinations regarding health insurance benefits.
32

33 **Section 11.4.**

34 Employee benefits will carry over, uninterrupted form one year to the next if the employee was eligible
35 in the previous year. Benefit coverage for new employees will begin the first (1st) day of the month
36 following the first day of work when it is expected the employee will become eligible, except
37 employees who are anticipated to work the required hours in the school year prior to September 1,
38 shall be eligible for full time benefit coverage on September 1. Regular, continuing employees hired
39 too late in the school year to work the required hours during the following year, will be eligible for
40 SEBB benefits if they work at least seventeen and a half (17.5) hours per week for six (6) of the last
41 eight (8) weeks.
42

43 If the District does not anticipate an employee will be eligible, they must notify the employee of the
44 specific reason in writing. The employee will have the right to appeal the decision. The District will
45 not deny or limit an employee's work hours for the purpose of preventing SEBB eligibility. Should an
46 employee who previously was not expected to be eligible for benefits under SEBB become eligible, the
47 employee will become eligible for benefits on the date that they become eligible. Should the employee
48 meet eligibility requirements mid-year for two consecutive years, and returns to the same type of



1 position, the employee will be anticipated to be eligible going forward and therefore be eligible for
2 benefits under SEBB.

3 4 5 ARTICLE XII

6 7 ASSOCIATION MEMBERSHIP AND CHECKOFF

8 9 **Section 12.1. Association Membership.**

10 Each employee subject to this Agreement, who, on the effective date of this Agreement, may elect to
11 become a member of the Association in good standing. Under Washington law, the employer will not
12 discriminate, restraint, retaliate, coerce, or interfere with an employee's right to join the Association.

13 14 **Section 12.2. Dues Deduction Authorizations.**

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

18 19 **Section 12.3. Payroll Dues Deductions.**

20 Upon authorization of any public employee within the bargaining unit, the District shall deduct from
21 the pay of such public employee the monthly amount of dues, certified by the Secretary of the Public
22 School Employees of Washington/SEIU Local 1948 (PSE) and shall transmit the same to the Treasurer
23 of PSE. Upon authorization, the District shall deduct local dues as established by the local PSE Chapter
24 and remit the same to the Treasurer of the Local PSE chapter.

25
26 Any employee who has signed a Dues Deduction/Checkoff Authorization form which includes a
27 window period for revoking dues payments may stop making those payments by giving written notice
28 to the Union during the window period as provided on the dues form. The Employer will honor
29 employee checkoff authorizations unless they are revoked in writing during the window period,
30 regardless of whether the employee is a member of the Union.

31 32 **Section 12.3.1. Refunds.**

33 The Union agrees to refund to the employer and/or the employee any amounts paid to it in error
34 on account of the check-off provisions upon presentation of proper evidence thereof.

35 36 **Section 12.3.2. Hold Harmless Agreement.**

37 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
38 orders, and/or judgments against the District on account of any checkoff of Association dues or
39 voluntary political contributions

40 41 **Section 12.4. Political Action Committee.**

42 The District shall, upon receipt of authorization that conforms to legal requirements, deduct from the
43 pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for
44 deduction for political purposes and shall transmit the same to the Union on a check separate from the
45 Union dues transmittal check. Section 12.3. of the Collective Bargaining Agreement shall apply to
46 these deductions. The employee may revoke the request at any time. At least annually, the employee
47 shall be notified about the right to revoke the request by Public School Employees of Washington/
48 SEIU Local 1948.

1 **Section 12.5. New Employees.**

2 The District will notify the Association of all new hires including probationary employees and
3 bargaining unit substitutes, within ten (10) workdays of the hire date. The District will provide new
4 employees with a copy of this agreement and will provide the Association with access to the employee
5 during new employee orientation or at another mutually agreed upon time, for the discussion of
6 Association issues. The Association will have the ability to meet with new hires no later than ninety
7 (90) calendar days after hire. Such time shall be no less than thirty (30) minutes and paid by the
8 employer. The District shall not be present during this time. PSE shall have the right to distribute
9 materials, such as PSE new hire packets, If the meeting is conducted virtually, the Employer will
10 provide PSE with a current personal email and phone number to reach each new hire, consistent with
11 the information here: an electronic notification of the name, address, personal phone number,
12 classification, job title, work location, and work and personal email address of all newly hired
13 bargaining unit employees at least three (3) workdays before they begin their first (1st) day on the job.
14

15 **Section 12.6.**

16 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to
17 membership@pseofwa.org and Chapter President, containing every bargaining unit employee's: name,
18 employee number, classification, job title, work location, personal phone number, address, work and
19 personal email address, hourly rate of pay, hours worked, gross pay and union dues paid.
20
21
22

23 **ARTICLE XIII**
24
25 **GRIEVANCE PROCEDURE**
26

27 **Section 13.1.**

28 Grievances or complaints arising between the District and its employees within the bargaining unit
29 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
30 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article,
31 including time limits. Any and all references to the word "day" shall refer to calendar days.
32

33 All grievances not brought to the immediate supervisor within thirty (30) days of the occurrence of the
34 grievance shall be invalid and subject to no further processing.
35

36 The parties may mutually agree to hold all timelines in abeyance. Grievances related to the
37 interpretation and/or application of this Agreement when filed in the name of the Association, or when
38 filed by an individual when resolution can only be obtained through the Superintendent or his/her
39 designee, may be initiated at the Superintendents level as provided hereinafter. The District reserves
40 the right to require the Association to submit the grievance at the lower level before its submission to
41 the Superintendent.
42

43 **Section 13.2. Grievance Steps.**

- 44 1. **STEP I.** Informal meeting with Supervisor within thirty (30) days of occurrence.
45
46 2. **STEP II.** Submit, in writing, to immediate Supervisor, within fifteen (15) days of conclusion of
47 Informal process. The Supervisor shall respond within ten (10) days of receiving the written
48 submission of the grievance.



- 1 3. **STEP III.** Submit to Superintendent, or designee, within twenty (20) days of receipt of denial or
2 non-response. The Superintendent shall respond within twenty (20) days of receiving the written
3 submission of the grievance.
4
5 4. **STEP IV.** Submit to School Board within twenty (20) days of receipt of denial or non-response.
6
7 5. **STEP V. Demand for Arbitration.** Within thirty (30) days of receipt of response or non-
8 response.
9

10 **Section 13.2.1. STEP I - Informal Meeting with Supervisor.**

11 Employees shall first discuss the grievance with their immediate supervisor. If employees so
12 wish, they may be accompanied by an Association representative at such discussion. At the
13 conclusion of the informal meeting, the Supervisor shall notify the grievant of the disposition
14 within five (5) days of the initial meeting.
15

16 **Section 13.2.2. Step II - Reduce to Writing to Immediate Supervisor.**

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

- 20 1. The facts on which the grievance is based.
21 2. A reference to the provisions in this Agreement which have been allegedly violated.
22 3. Remedy sought.
23

24 The employee, with assistance from the Association, shall submit the Step II written statement
25 of grievance to the immediate supervisor for reconsideration within fifteen (15) days of the
26 immediate supervisor's Step I response and shall submit a copy to the official in the
27 Administration responsible for personnel.
28

29 **Section 13.2.3. STEP III – Submittal to Superintendent.**

30 If no settlement has been reached within fifteen (15) days referred to in the preceding
31 subsection, a written statement of grievance shall be submitted within twenty (20) days, to the
32 District Superintendent or the Superintendent's designee. After such submission, the
33 Superintendent will have twenty (20) days from submission of the written statement of
34 grievance to respond in writing.
35

36 **Section 13.2.4. Step IV – Submittal to School Board.**

37 If no settlement has been reached within the twenty (20) days referred to in the preceding
38 subsection, and the Association believes the grievance to be valid, a written statement of the
39 grievance shall be submitted within twenty (20) days to the District Board of Directors. After
40 such submission, the Board will have thirty (30) days from submission of the written statement
41 of grievance to issue a written response. The Board of Directors reserves the right to summon
42 the employee for an oral statement of the grievance. The employee reserves the right to appear
43 before the Board of Directors to explain the grievance. At any appearance before the Board of
44 Directors, the employee may be accompanied by an Association representative or designee.
45

46 **Section 13.2.5. Step V – Demand for Arbitration.**

47 If the Association is not satisfied with the disposition of the grievance by the Board or if no
48 disposition has been made within the period above provided, the grievance, only at the option

1 of the Association, may be submitted before an impartial arbitrator. The Association shall
2 exercise its right of arbitration by giving the Superintendent written notice of its intention to
3 arbitrate within thirty (30) days of receipt of the written disposition of the Board, or the
4 expiration of the period to respond. Arbitration hearings will be conducted by a staff arbitrator
5 of the Public Employment Relations Commission, pursuant to the rules and procedures of that
6 organization.

7
8 **Section 13.2.5.1. Arbitration Costs.**

9 Each party shall bear its own costs of arbitration except that the fees and charges of the
10 arbitrator, if any, shall be shared equally by the parties. Verbatim transcripts of
11 arbitration hearings will not be prepared unless mutually agreed. Costs of neutral
12 hearing rooms, if any, will be shared equally between the parties.

13
14 **Section 13.2.5.2. Jurisdiction of the Arbitrator.**

15 The Arbitrator shall have no power to alter, add to, or subtract from the terms of this
16 Agreement. The arbitrator shall confine his or her inquiry to specific areas of the
17 Agreement as cited in the grievance form. The arbitrator shall make no awards nor
18 substitute his or her knowledge for the expressed provisions of the contract under
19 question. The arbitrator shall rule exclusively as to the compliance or non-compliance
20 of the Collective Bargaining Agreement. Upon request of either party, the merits of a
21 grievance and the substantive and procedural arbitrability issues arising in connection
22 with that grievance may be consolidated for hearing before an arbitrator provided the
23 arbitrator shall resolve the question of "arbitrability" of a grievance prior to having
24 heard the merits of the grievance. The decision of the arbitrator may be entered in any
25 court of competent jurisdiction should either party fail to implement the decision.

26
27 **Time Limits.**

28 The time limits provided in this Article shall be strictly observed unless extended by
29 written agreement of the parties. In the event a grievance is filed after May 15 of any
30 year, the Board shall use its best efforts to process such grievance prior to the end of the
31 school term or as soon thereafter as possible. Failure of the Association to proceed with
32 its grievance within the time hereinbefore provided shall result in the dismissal of the
33 grievance. Failure of the District's representatives to take the required action within the
34 times provided shall entitle the Association to proceed to the next step on the grievance
35 procedure.

36
37 **Grievance and Arbitration Hearings.**

38 All hearings or conferences pursuant to this grievance procedure shall be scheduled at a
39 time and place which will afford a reasonable opportunity for all parties entitled to
40 attend to be present, including any and all witnesses. The District will pay for the
41 Association President, or designee, or a single Grievant, to be present at arbitration
42 hearings as a representative of the association. Association witnesses and/or grievant(s)
43 will be released from duties without pay in order to attend arbitration hearings as
44 necessary.

45
46 **Individual Complaints.**

47 If an individual employee has a personal complaint, which he desires to discuss with the
48 supervisor, he/she is free to do so without recourse to the grievance procedures.

1
2 However, no complaint shall be adjusted without prior notification to the Association
3 and opportunity for an Association representative to be present, nor shall any such
4 adjustment of the complaint be inconsistent with the terms of this Agreement. In the
5 administration of the grievance procedure, the interest of the employee shall be the sole
6 responsibility of the Association.
7

8 Continuity of Grievance.

9 Notwithstanding the expiration of this Agreement, any claim or grievance arising
10 hereunder may be processed through the grievance procedure until resolution.
11

12 Section 13.2.5.3.

13 The Employer shall not discriminate against any individual employee or the Association
14 for taking action under this Article.
15
16

17
18 **ARTICLE XIV**

19
20 **SALARIES AND EMPLOYEE COMPENSATION**
21

22 Section 14.1. Hours Worked.

23 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
24 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
25 worked, and rates paid with each paycheck, if requested.
26

27 Section 14.1.1. Employee Retirement Contribution Deferral.

28 The District Contribution to the Public Employees Retirement System shall be tax deferred in
29 accordance with applicable State rules and regulations.
30

31 Section 14.2. Wages.

32 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
33 Schedule A attached hereto and by this reference incorporated herein:
34

- 35 • 2021-2022 (Schedule A is amended and attached)
- 36 • 2022-2023 (Schedule A year 0-2 will have IPD plus an additional 2%. All other steps
37 will have an increase of 2% between each step based off year 0-2)
- 38 • 2023-2024 (Schedule A shall be open for negotiations)
39

40 Section 14.2.1.

41 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
42 terms and conditions of Article XVII, Section 17.2. Should the date of execution of this
43 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
44 to the effective date.
45

46 Section 14.2.2.

47 Retroactive pay, where applicable shall be paid on the first regular pay day following execution
48 of this Agreement, if possible, and in any case not later than the second regular pay day. In the

1 case of retroactive pay resulting from negotiations pursuant to Article XVI, Section 16.3., such
2 retroactive pay shall be paid on the first regular pay day following agreement on such schedule,
3 if possible, and in any case not later than the second regular pay day.
4

5 **Section 14.2.3.**

6 For purposes of calculating daily hours, time worked shall be rounded to the closest one quarter
7 (1/4) hour, on a daily basis, except for bus drivers whose time will be rounded to the closest
8 one quarter (1/4) hour at the end of the month.
9

10 **Section 14.3. Private Vehicle Use.**

11 Any employee required to use his or her private automobile on District approved business shall be
12 reimbursed for such travel at the District rate per mile traveled.
13

14 **Section 14.4. Travel Meal Reimbursement.**

15 Employees required to remain overnight on District business shall be reimbursed for reasonable room
16 and board expenditures at the per diem rate.
17

18 **14.4.1.**

19 Notwithstanding the provisions of Section 15.5. of this agreement, above, in the event that an
20 employee on an overnight assignment for the District is unable to partake of a meal provided as
21 a part of their lodging arrangement, due to exigent circumstances, or dietary needs, the
22 employee will be reimbursed for the actual cost (plus a reasonable gratuity) of a replacement
23 meal, upon presentment of a short-written summary explanation and the receipt for the meal.
24 Reimbursement for the replacement meal shall not exceed the per diem amount which would
25 have been allotted for the meal which was replaced.
26

27 **Section 14.5. Employee Physicals.**

28 All physicals that are required by the District will be paid by the District. Employees may choose a
29 doctor of their choice, but the District will only pay to the limits charged by the local Medical Clinic.
30

31 **Section 14.6. Payroll Distribution.**

32 The District shall devise a method of distribution of paychecks to preserve privacy for employees.
33

34 **Section 14.7. Sick Leave Accrual.**

35 Each employee shall receive notification of the number of accumulated sick leave days at the
36 beginning of the school year.
37

38 **Section 14.8. Probationary Rate.**

39 Probation rate shall apply only to new hires of the District.
40

41 **Section 14.9. Days Worked Over 260.**

42 When there are more than two hundred sixty (260) workdays in a year, affected employees shall
43 receive those days off or be paid extra for working them.
44

45 **Section 14.10. Payroll Errors.**

46 If the employee reports an underpayment error within three (3) days of discovery, the underpayment
47 shall be corrected within three (3) days of the reporting. Debits caused by overpayments shall be
48 deducted over nine (9) pay periods if the amount is large enough to cause a hardship to the employee.

1 **Section 14.11. Tool Allowance.**

2 Subject to availability of funds, the District will buy specialized tools on an as-needed basis after
3 consultation with the mechanics.

4
5 **Section 14.12. Employee Appreciation.**

6 After the completion of twenty (20) years and thirty (30) years of service and upon retirement with
7 more than ten (10) years of service for the District, each employee shall receive a plaque of
8 appreciation from the District.

9
10 **Section 14.13. Obtaining New Certifications.**

11 The District will reimburse employees for costs incurred in obtaining required certifications for duties
12 that fall outside the scope of the ordinary duties for their job classification. This will be done on a
13 case-by-case basis, requires advance approval by the Superintendent, and denial of an application is
14 not subject to the grievance procedure.

15
16 **Section 14.14. Obtaining Required Certifications.**

- 17 1. The District will reimburse bus drivers for the cost difference between their regular driver’s license
18 and a CDL, if they acquire or renew a CDL while employed by the district.
19 2. The District will reimburse food service personnel for the cost of their required food handlers’
20 permit.

21
22 **Section 14.15.**

23 Employees working in the Maintenance/Grounds classification shall receive an additional two-hundred
24 and fifty dollars (\$250) per school year to purchase work related clothes: such as boots, coats, gloves,
25 etc. Employees shall use a purchase card (P-Card) for this clothing allowance. Employees must submit
26 a receipt. The District will provide Paraeducators assigned to crosswalk and playground supervision:
27 raingear, gloves and bibs if requested.

28
29 **Section 14.16.**

30 Employees shall receive a shift differential of thirty-five cents (\$0.35) to be paid on or after any shift
31 that commences on or after 12:00 pm. When the District requests an employee work before 12:00 pm,
32 the employee will not suffer a loss in differential pay.

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35
36 **ARTICLE XV**

37
38 **TERM AND SEPARABILITY OF PROVISIONS**

39
40 **Section 15.1.**

41 The term of this Agreement shall be September 1, 2021 to August 31, 2024.

42
43 **Section 15.2.**

44 All provisions of this Agreement shall be applicable to the entire term of this Agreement upon
45 ratification by the Association and adoption by the Board.



1 **Section 15.3.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
3 parties in writing, or by either party to negotiate the effect of any legislation which may arguably affect
4 any of its terms or conditions.

5
6 **Section 15.4. Saving Clause.**

7 If an Article of this Agreement or any addenda thereto should be held invalid by operation of law, or if
8 compliance with or enforcement of any Article should be restrained by operation of law, the remainder
9 of this agreement shall not be affected thereby.

10
11 **Section 15.5.**

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

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16
17 **ARTICLE XVI**

18
19 **NO STRIKE CLAUSE**

20
21 **Section 16.1.**

22 During the term of this Agreement the Association will not cause or sanction its employees to take part
23 in any strike against the District.

24
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26
27 **ARTICLE XVII**

28
29 **ENTIRE AGREEMENT**

30
31 **Section 17.1.**

32 Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no
33 oral statement shall add to or supersede any of its provisions.

34
35 **Section 17.2. Bargaining Legislative Impact.**

36 This agreement may be reopened by either party for the express purpose of considering and
37 accommodating the impact of legislative enactments adopted as law during its term, including changes
38 in funding basis and additional requirements imposed upon school districts.

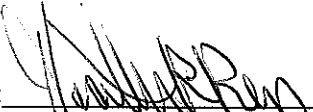


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SIGNATURE PAGE

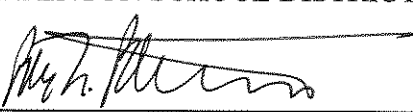
PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

KIONA-BENTON CHAPTER

BY: 
Heather Beer, Chapter President

DATE: 12/10/2021

KIONA-BENTON SCHOOL DISTRICT #52

BY: 
Pete Peterson, Superintendent

DATE: 12/10/2021



SCHEDULE A
KIONA-BENTON PSE
September 1, 2021 – August 31, 2022

KIONA BENTON	PROBATION	2% above previous					
		0-2 yrs	3-5 yrs	6-9 yrs	10-14 yrs	15-19 yrs	20 yrs and beyond
Custodial	\$18.74	\$20.82	\$21.24	\$21.66	\$22.09	\$22.53	\$22.98
Seasonal Grounds	\$19.96	\$22.18	\$22.62	\$23.07	\$23.53	\$24.00	\$24.48
Lead Grounds with pesticide	\$26.18	\$29.09	\$29.67	\$30.26	\$30.87	\$31.49	\$32.12
Maintenance	\$28.34	\$31.49	\$32.12	\$32.76	\$33.42	\$34.09	\$34.77
Bus Mechanic	\$25.73	\$28.59	\$29.16	\$29.74	\$30.33	\$30.94	\$31.56
Head Cook	\$18.69	\$20.77	\$21.19	\$21.61	\$22.04	\$22.48	\$22.93
Kitchen Helper	\$16.14	\$17.93	\$18.29	\$18.66	\$19.03	\$19.41	\$19.80
Paraeducator	\$16.19	\$17.99	\$18.35	\$18.72	\$19.09	\$19.47	\$19.86
Sub Coordinator	\$16.88	\$18.76	\$19.14	\$19.52	\$19.91	\$20.31	\$20.72
ECEAP Teacher	\$18.81	\$20.90	\$21.32	\$21.75	\$22.19	\$22.63	\$23.08
ECEAP Asst. Teacher	\$16.78	\$18.64	\$19.01	\$19.39	\$19.78	\$20.18	\$20.58
ECEAP Support	\$17.12	\$19.02	\$19.40	\$19.79	\$20.19	\$20.59	\$21.00
SLPA	\$20.59	\$22.88	\$23.34	\$23.81	\$24.29	\$24.78	\$25.28
Asst. Assessment Coord.	\$16.88	\$18.76	\$19.14	\$19.52	\$19.91	\$20.31	\$20.72
Bus Driver	\$19.90	\$22.11	\$22.55	\$23.00	\$23.46	\$23.93	\$24.41
Asst. Driver Trainer	\$20.65	\$22.94	\$23.40	\$23.87	\$24.35	\$24.84	\$25.34
Bus Attendant	\$16.19	\$17.99	\$18.35	\$18.72	\$19.09	\$19.47	\$19.86
Mail Courier	\$16.14	\$17.93	\$18.29	\$18.66	\$19.03	\$19.41	\$19.80

STIPENDS

- Thirty five cents (\$0.35) additional per hour for shifts of 12:00 PM or later for Custodial personnel
- Fifty cents (\$0.50) additional per hour for SPED paraeducators above Paraeducator
- Seventy five cents (\$0.75) additional per hour for Bilingual/Migrant Paraeducators above Paraeducator
- One dollar (\$1.00) additional per hour for diaper, tube feeding etc above Paraeducator



SCHEDULE A
KIONA-BENTON PSE
September 1, 2021 – August 31, 2022

*A second shift differential of thirty-five cents (\$0.35) per hour shall be paid to Custodial/Maintenance personnel for those shifts that begin at or after 12:00 Noon. When the District requests an employee work before 12:00 pm, the employee will not suffer a loss in differential pay.

**Lead Grounds position shall receive an additional twenty-five cents (\$0.25) per hour. Such increase is included on Schedule A.

***Special Education Paraeducators shall receive an additional fifty cents (\$0.50) per hour above a regular paraeducator. Such increase is included on Schedule A.

****Bilingual/Migrant Paraeducators shall receive an additional seventy-five cents (\$0.75) per hour above a regular paraeducator. Such increase is included on Schedule A.

*****Paraeducators who are assigned to a student who requires diapering, tube feeding or other like hygienic responsibilities shall receive an additional one dollar (\$1.00) per hour. Should a paraeducator be temporarily assigned to assist such students, the employee shall timesheet the additional time at the increased rate of pay.

IN-SERVICE AND EDUCATIONAL STEPS FOR CLASSES TAKEN AFTER SEPTEMBER 1, 1999.

- 15 Credits or 150 clock hours approved by District 1% of salary step.
- 30 Credits or 300 clock hours approved by District 1.5% of salary step.
- 60 Credits or 600 clock hours approved by District 3% of salary step.
- 90 Credits or 900 clock hours approved by District 6% of salary step.

All classes must be pre-approved by the District to qualify.



1 LETTER OF AGREEMENT

2
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KIONA BENTON
5 CHAPTER AND THE KIONA BENTON SCHOOL DISTRICT #52 PURSUANT TO ARTICLE XV
6 SECTION 15.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
7

8
9 The parties agree to the following:

10
11 The District will pay for all employees represented by PSE five-hundred dollars (\$500) for
12 reimbursement of COVID related expenses, such as internet bills, computer expenses, office supplies,
13 electrical bills, cell phone bills, etc. The employee may provide receipt/bill for these items from March
14 1, 2020, through April 1, 2021, and will be reimbursed the next pay period following submission to
15 payroll. The bill (receipt) must have the employee's personal address listed on it. If an employee has
16 moved during this time, this reimbursement will not be negatively impacted.
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26 This Letter of Agreement shall be in effect upon signatures, shall remain in effect until August 31,
27 2022 and is attached to the current Collective Bargaining Agreement.
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35 PUBLIC SCHOOL EMPLOYEES OF
36 WASHINGTON / SEIU LOCAL 1948

37 KIONA-BENTON CHAPTER

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40
41 BY: [Signature]
42 Heather Beer, Chapter President

KIONA-BENTON SCHOOL DISTRICT #52

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44
45 BY: [Signature]
46 Pete Peterson, Superintendent

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DATE: 12/10/2021

DATE: 12/10/2021



1 LETTER OF AGREEMENT

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4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KIONA BENTON
5 CHAPTER AND THE KIONA BENTON SCHOOL DISTRICT #52 PURSUANT TO ARTICLE XV
6 SECTION 15.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
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11 The Association agrees to retitle the position of Assessment Coordinator to Assistant Assessment
12 Coordinator with the agreement the position will be posted no later than September 30, 2021.
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26 This Letter of Agreement shall be in effect upon signatures, shall remain in effect until August 31,
27 2024 and is attached to the current Collective Bargaining Agreement.
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35 PUBLIC SCHOOL EMPLOYEES OF
36 WASHINGTON / SEIU LOCAL 1948

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38 KIONA-BENTON CHAPTER

39
40
41 BY: 
42 Heather Beer, Chapter President

KIONA-BENTON SCHOOL DISTRICT #52

43
44
45 BY: 
46 Pete Peterson, Superintendent

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48
DATE: 12/10/2021

DATE: 12/10/2021



LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KIONA BENTON CHAPTER AND THE KIONA BENTON SCHOOL DISTRICT #52 PURSUANT TO ARTICLE XV SECTION 15.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

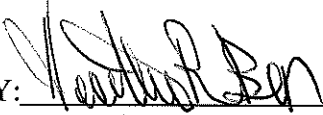
The parties agree to the following:

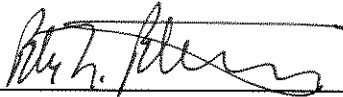
Back in April of 2011, Julia Gifford was grandfathered, due to her position being eliminated as a Grounds/Maintenance/Custodial. Julia will continue to be paid at the Seasonal Grounds wage as per Schedule A along with her longevity of service, until she separates employment with the District.

This Letter of Agreement shall be in effect September 1, 2021, shall remain in effect through August 31, 2024 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948
KIONA BENTON CHAPTER

KIONA BENTON SCHOOL DISTRICT #52

BY: 
Heather Beer, Chapter President

BY: 
Pete Peterson, Superintendent

DATE: 12/10/2021

DATE: 12/10/2021



1 **LETTER OF AGREEMENT**

2
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KIONA BENTON
5 CHAPTER AND THE KIONA BENTON SCHOOL DISTRICT #52 PURSUANT TO ARTICLE XV
6 SECTION 15.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
7

8 The parties agree to the following:
9

10 In response to the Governor’s Proclamation requiring the COVID vaccine as a condition of
11 employment by October 18, 2021, the parties agree to the following:
12

13 **The below chart shows timeline expectations to be in compliance with the vaccine mandate:**
14

Vaccine	Series Dose Requirement	First Dose no Later Than	Second Dose	Completed Series	Fully Vaccinated
Pfizer	2 doses, 21 days apart	09/13/21	10/04/21	10/04/21	10/18/21
Moderna	2 doses, 28 days apart	09/06/21	10/04/21	10/04/21	10/18/21
Johnson & Johnson	Single dose	10/04/21	N/A	10/04/21	10/18/21

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24 Unvaccinated employees will have until October 18, 2021, to be fully vaccinated. This information
25 will be stored in the employee’s medical file, separate from their personnel file.
26

27 **Health, Safety, and Personal Protective Equipment (PPE)**

- 28 • The District will implement District-wide health and safety protocols that are designed to comply
29 with applicable guidance of all relevant public health agencies, which will include at least the
30 following: the federal Centers for Disease Control and Prevention ("CDC"); Proclamations by the
31 Governor; DOH; OSPI; the Washington State Department of Labor and Industries ("L&I");
32 Occupational Safety and Health Administration, and Benton-Franklin County Health District.
33 Health and safety protocols will be consistent with the District's Learning Plan. Strict compliance
34 with all relevant District safety and health rules will be an essential function of each employee's
35 position. The parties recognize that the District may revise such rules as guidance from federal,
36 state, and local authorities’ changes and may need to bargain the impacts of future changes.
37
- 38 • The District will provide Personal Protective Equipment ("PPE") to employees above the
39 requirement to meet state health and safety standards. Employee requests for additional PPE
40 (KN95 masks, additional hand sanitizer, smocks, etc.) will be made to the employee’s supervisor
41 and will not be denied. The District will respond to PPE requests in a timely manner.
42
- 43 • A site specific COVID-19 staff member shall be designated by the district at each school and other
44 work site to monitor the health of employees and enforce the COVID-19 district/schools safety
45 plan.
46
47



- Employees will be provided an avenue for reporting failure to comply with PPE requirements with support of the district without fear of retaliation. The Union will be notified of all complaints involving PSE represented employees.
- School employees who experience or witness insulting, intimidating, and/or abusive behavior toward a staff member enforcing any PPE or Protocols will immediately report the incident to the Building Principal, building COVID supervisor, or nearest administrator
- No employee shall be bullied or intimidated based on vaccination status. Such complaints will be reported to the supervisor immediately.

COVID Leaves

Should any other employee group receive paid COVID leave, PSE represented employees shall receive the equivalent.


Due to the hardship of COVID on an employee’s leave balance, employees shall not be disciplined if their leave balance falls into a “deduct” balance due to taking any COVID related leave.

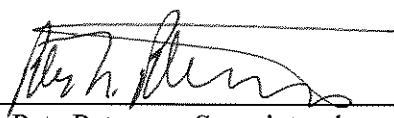
This Letter of Agreement will be effective September 1, 2021, upon signature, shall remain in effect until August 31, 2022, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

KIONA BENTON CHAPTER

KIONA BENTON SCHOOL DISTRICT #52

BY: 
Heather Beer, Chapter President

BY: 
Pete Peterson, Superintendent

DATE: 12/10/2021

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