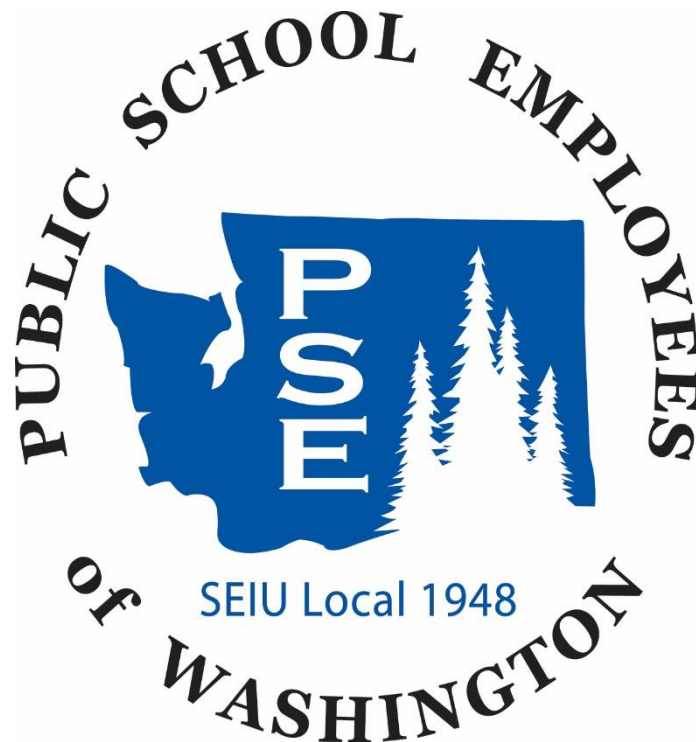


COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**CONWAY SCHOOL DISTRICT**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF CONWAY**

SEPTEMBER 1, 2019 - AUGUST 31, 2021



**Public School Employees of Washington/SEIU Local 1948**  
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**P R E A M B L E**

This Agreement is made and entered into between Conway School District Number 317 (hereinafter "District") and Public School Employees of Conway, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

**A R T I C L E   I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

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

**Section 1.2.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

**Section 1.3.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Nurse, Paraeducators, Professional Technical, Facilities, Food Services, Office and Transportation, excluding the secretary to the Superintendent and Business Manager.

**Section 1.4.**

Substitute employees who are employed for thirty (30) or more consecutive days in a calendar year (September 1 - August 31) and who continue to be available for employment shall be included in the bargaining unit. Such employees shall be limited to the Step 1 salary rate as expressed on Schedule A, and the accumulation of one (1) hour of illness, injury, and emergency leave for every twenty-four (24) hours of work and may be utilized for illness, injury, and emergencies that prevent the individual from completing a job assignment lasting four (4) or more days. The provisions as stated above will be the total package of benefits for substitute employees. Substitute employees who become regular employees shall retain all accumulated illness, injury, and emergency leave.

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**ARTICLE II**

**MANAGEMENT RIGHTS**

**Section 2.1.**

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

**Section 2.2.**

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement as well as the obligations imposed by District policies and procedures and Washington State Law.

**Section 2.3.**

The Association agrees that there will be no strike, work stoppage, slowdown, boycott or picketing against the School District during the life of this Agreement. The School District, in turn, agrees that there will be no lockout during the life of this Agreement.

**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.**

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and legally assist the Association.

**Section 3.2.**

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, gender, religion, age or marital status or disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the disabled person or others.

**Section 3.3.**

The District shall evaluate the performance of all employees annually, no later than June 1. Employees may submit, in writing, to his/her supervisor, a request for a midyear informal evaluation. This evaluation shall be done prior to January 1 and is not a replacement for the formal evaluation.

1 Evaluations shall be done using the Classified Evaluation Form which is attached to the Agreement as  
2 Appendix A.

3  
4 The employee will have the opportunity to meet with his/her supervisor to discuss his/her evaluation.  
5 A copy of the evaluation shall be given to the employee and a copy shall be placed in the employee's  
6 personnel file. The employee shall be allowed to attach written comments to the personnel file  
7 evaluation. These comments will become a permanent part of the evaluation.

8  
9 In the event an employee receives an evaluation which contains a rating of "Unsatisfactory/Needs  
10 Improvement", the evaluator, after consultation with the employee, shall develop a written plan of  
11 improvement within five (5) working days. The improvement plan will provide the employee with the  
12 opportunity to improve his/her performance in the deficient areas. Once said plan is written, and  
13 presented to the employee, the employee will work to meet the timelines and requirements of the  
14 improvement plan. The supervisor will meet with the employee no later than ninety (90) calendar days  
15 after the implementation of the improvement plan to evaluate the employee's performance.

### 16 **Section 3.4.**

17 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the  
18 District Administration Office. Each employee shall have the right upon request, to review the  
19 contents of his/her personnel file. During the review, employees shall be allowed to request copies of  
20 any materials therein and shall be permitted to make a written inventory of material there, and, on  
21 request, have such inventory signed and dated by a representative of the administration.

22  
23 If copies are made, the employee shall pay ten cents (\$0.10) per page to the District.

24  
25 Employees shall be given a copy of all material added to the personnel file at the time such material is  
26 added to the file. Employees have the right to respond in writing to all additions in the personnel file.  
27 Such employee responses shall be made part of the file.

### 28 **Section 3.4.1.**

29  
30 At the employee's request, written disciplinary actions shall be reviewed, and if found not to be  
31 necessary for record keeping as determined by the Superintendent, will be removed and  
32 destroyed after one (1) year from the date of the document(s). Derogatory materials not shown  
33 to the employee prior to or at the time of inclusion in the employee's personnel file may not be  
34 used as evidence in any grievance or disciplinary action against such employee.

### 35 **Section 3.5.**

36  
37 The District shall provide, no later than October 1, a copy to each classified employee of a salary  
38 calculation which contains the number of hours the employee will be working for the school year, rate  
39 of pay, hours of vacation time available, list of holiday hours, pay level and step, expected gross  
40 income for each month, medical FTE and the cost of medical benefits for the employee. If  
41 unanticipated workload problems arise, the District may delay the Classified Salary Calculation Sheet  
42 to November 1.

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**ARTICLE IV**

**RIGHTS OF THE ASSOCIATION**

**Section 4.1.**

The Association has the right and responsibility to represent the interests of all employees in the bargaining unit, to present its concerns either orally or in writing to the District with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions.

**Section 4.2.**

The Association shall promptly be notified by the District of any formal disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

**Section 4.3.**

The names and information regarding employees in the bargaining unit will be provided to the President of the chapter upon request.

**Section 4.4.**

Visitation rights shall be granted to designated representatives of the Public School Employees of Washington, provided that no conference or meeting between employees and Association representatives will in any way hamper or obstruct the normal flow of work. The visiting representative shall notify the School District Office of arrival.

**Section 4.5.**

The District shall provide bulletin board space in the district buildings for the use by the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. The responsibility for the prompt removal of notices from the bulletin board after they have served their purpose shall rest with the individual who posted such notices.

**Section 4.6. Administrative and Staff Hiring.**

In regard to administrative hiring for positions other than superintendent, two PSE members would be invited to participate in a preselection process in which the needs of the school are clarified and participate in preliminary interviews. Two PSE members will also be invited to participate in the presentation of candidates for an open superintendent position, after the first selection of candidates is made by an outside consulting firm.

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**ARTICLE V**

**VACATION**

**Section 5.1.**

Annual employees working twelve (12) months shall be entitled to paid vacation at their regular number of workday hours on the following basis:

1 - 5 Years	-	10 Days
6th Year	-	11 Days
7th Year	-	12 Days
8th Year	-	13 Days
9th Year	-	14 Days
10th Year	-	15 Days
12th Year	-	16 Days
14th Year	-	17 Days
16th Year	-	18 Days
18th Year	-	19 Days
20th Year	-	20 Days

**Section 5.1.1.**

Employees working 200 or more days per year shall be entitled to five days of vacation pay. Employees working in excess of 200 days shall earn one day of vacation pay for every ten days worked. If a pattern of earned vacation occurs three years in a row, the District and PSE agree to sit down and look at the job description and expectations with the goal of making a more accurate job (hour/day) contract. This provision does not apply to those employees covered in Section 15.1.

**Section 5.1.2.**

Employees who have been involuntarily reduced from a twelve month employment schedule shall be entitled to receive pro-rated vacation benefits based on the twelve month employee schedule for one year from the date of reduction.

**Section 5.1.3.**

Employees working 180-199 days per year shall be entitled to four (4) days of vacation pay. Approval of employees taking vacation days during the school year shall be subject to the availability of qualified substitutes, if applicable.

**Section 5.2.**

In most cases, full vacations cannot be taken during the school year (school days). Any exception must be arranged with the Superintendent of Schools. The employee should make a written request for vacation time to the superintendent of schools at least three (3) weeks before planned vacation. Exceptions to the aforementioned should be submitted as soon as known. Vacation will be scheduled at the time of the employee request, whenever feasible, within the reasonable limits of maintaining needed personnel for building coverage and/or work requirements.

1 **Section 5.3.**

2 All vacation time should be taken in the year it was earned. When it is not feasible to use all vacation  
3 time in one year it may be carried forward to the following year and must be used during that year  
4 under the provisions of Section 5.2. It is the intent of this section to limit the number of carryover days  
5 to only those earned from the previous year. Days would not be accumulated beyond the previous  
6 year. Any days from a previous year not used the following year will be cashed out at the current rate  
7 of pay. Cash out will occur each year on or before August 31<sup>st</sup>.

8  
9 Employees will be notified at the beginning of each year as to their projected number of vacation days.  
10 This will be done by reporting in both days and hours. Such projections shall include all vacation days  
11 carried over from the previous year. In addition, each employee shall receive a monthly accounting of  
12 their current vacation and sick leave balance in days and hours with their monthly paycheck/stub.

13  
14 **Section 5.4.**

15 Any employee discharged or terminated shall receive payment of unused accrued vacation credit with  
16 his/her final pay check.  
17  
18  
19

20 **ARTICLE VI**

21  
22 **HOURS OF WORK**  
23

24 **Section 6.1.**

25 The workweek shall consist of five (5) consecutive days, followed by two (2) consecutive days of rest.  
26 During periods of school vacation, the District may agree to have employees work a four day work  
27 week of four (4) ten (10) hour days. This will only occur if both the District and the employee agree to  
28 said change in advance of said schedule change.  
29

30 **Section 6.1.1.**

31 The District shall make a good faith effort to accommodate written requests from employees to  
32 work a flexible hour shift, with the understanding that there will be no additional cost to the  
33 District, no adverse impact on students, and no negative impact on District efficiency. Any  
34 denials of requests by the employee's immediate supervisor may be appealed to the  
35 Superintendent or Superintendent's designee. The Superintendent's or designee's decision is  
36 final and may not be appealed.  
37

38 **Section 6.1.2.**

39 The District and the Association agree to establish a Joint Scheduling Committee annually to  
40 formulate a school schedule for the year subsequent to the Committee's work.  
41

42 **Section 6.2.**

43 Each employee shall be assigned a definite regular shift, workweek, and daily schedule, which shall  
44 not be changed unless five (5) days prior notice is given to the employee, unless mutually agreed upon  
45 by the employee and supervisor. In cases of emergency, the five (5) day notification may be waived.  
46  
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1           **Section 6.2.1.**

2           Regular employees interested in substitute assignments must sign up at the beginning of the  
3           school year for the classifications in which they feel qualified to substitute. Mid-year  
4           employees shall be allowed to sign up for substitute work when they are hired. Whenever  
5           possible, when the normal work duty of a classified employee signed up to substitute is not  
6           interrupted, the employee, if qualified, shall be the first asked to substitute for the temporary  
7           job assignment. Nothing in this Agreement shall require the District to assign more than forty  
8           hours in a week to any employee. If any employee in the bargaining unit exceeds forty hours in  
9           a week, this section shall not be interpreted to supersede other sections of this agreement.

10  
11           **Section 6.3. Overtime.**

12           In the assignment of overtime, the District agrees to provide the employee with as much advance  
13           notice as practicable in the circumstances.

14  
15           **Section 6.4.**

16           All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and  
17           one-half (1-1/2) times the employee's base pay. All overtime must be approved by the District  
18           superintendent.

19  
20           **Section 6.5.**

21           All overtime must have the prior approval of the Superintendent of Schools. Exception: overtime  
22           caused by emergencies threatening the health and safety of students, staff or facilities where a  
23           reasonable effort has been made to contact the Supervisor. In the absence of said Superintendent, such  
24           approval shall be authorized by the Supervisor. Exception: overtime caused by emergencies which  
25           cannot receive prior approval shall be submitted to the Superintendent or designee for consideration.

26  
27           **Section 6.5.1. Higher and Lower Paid Positions.**

28           Employees requested to work a shift regularly filled by an employee in a higher paid position  
29           shall receive compensation equal to that normally received by the employee in the higher paid  
30           position, at the incremental step level of the employee requested to work the shift of the higher  
31           paid position. Any employee requested by their supervisor to work in a lower paying position  
32           will receive their regular rate of pay. When working as a substitute, an employee that holds  
33           more than one classification shall suffer no loss of pay to provide continuity for the district.

34  
35           **Section 6.5.2.**

36           Employees called back on a regular work day, or called on the sixth (6<sup>th</sup>), or seventh (7<sup>th</sup>) day  
37           shall receive no less than two (2) hours pay at the appropriate rate, and if more than four (4)  
38           hours are worked under such circumstances, the employee shall receive an appropriate lunch  
39           period.

40  
41           **Section 6.5.3.**

42           Employees shall be compensated at the regular hourly rate for all time spent on assigned tasks  
43           beyond their regular work schedule. Should the extra work be in excess of forty (40) hours in a  
44           week, the employee shall be compensated in accordance with Section 6.4.

45  
46           Assigned work on school district directed committees would be compensated as noted above.  
47           Participation will be on approval of the administration.

1 **Section 6.6. Inclement Weather.**

2 In the event of school closure due to inclement weather or plant inoperation, or other reasons, the  
3 District will make every effort to notify each employee to refrain from coming to work. Employees  
4 will be notified of school closures and delays through telephone notification, radio, television or email.  
5 Twelve (12) month employees are expected to work as scheduled. School year employees are  
6 expected to work when schools are operating. Employees who could not be notified and who report to  
7 work shall receive a minimum of two (2) hours pay at the base rate in the event of such a closure;  
8 provided, however, no employee shall be entitled to such compensation in the event of actual  
9 notification by the District of the closure prior to leaving home for work.

10  
11 The following options shall be made available to affected employees not required to work during  
12 suspended operation/road restrictions:

- 13  
14 1. Annual leave (vacation), personal leave, emergency leave;  
15 2. Leave without pay; or  
16 3. Reasonable opportunity to make up work lost as a result of suspended operation/road  
17 restrictions.

18  
19 **Section 6.7. Rest Periods and Lunch.**

20 Shifts over four (4) consecutive hours shall receive a thirty (30) minute uncompensated lunch period as  
21 near the middle of the shift as practicable.

22  
23 Shifts of more than three (3) consecutive hours shall receive one (1) break period as near the middle of  
24 the shift as practicable. Shifts of more than six (6) consecutive hours shall receive two (2) break  
25 periods, which shall occur as near the middle of each shift as possible. Break periods shall be fifteen  
26 (15) minutes in duration.

27  
28 **Section 6.7.1.**

29 Employees required to work through their regular lunch periods will be given time to eat at a  
30 time agreed upon by the employee and supervisor. In the event the District requires an  
31 employee to forego a lunch period and the employee works the entire shift, including the lunch  
32 period, the employee shall be compensated for the foregone lunch period. If the employee  
33 works over eight (8) hours, the lunch period shall be compensated at overtime rates.

34  
35 **Section 6.8.**

36 Bus routes will be established which will consider student loads, miles traveled and driving times  
37 requisite to fulfilling tasks as determined and assigned by the Business Manager. All assignments shall  
38 begin and end at the District bus garage unless so determined by the Business Manager. Substitute  
39 time that does not conflict with a driver's regular route shall be offered to the senior available driver  
40 provided the District has at least twenty-four (24) hours advance notice.

41  
42 **Section 6.9.**

43 School bus drivers who have A.M. and P.M. shifts shall receive pay for one (1) hour per day for the  
44 purpose of bus cleanup, fueling and bus warmup in addition to actual hours of driving. A driver that  
45 drives only an A.M. or P.M. shift shall receive one-half (1/2) hour per day for bus cleanup, fueling and  
46 bus warmup in addition to actual driving time. Cleanup shall include washing each bus once weekly.  
47 A driver that drives only an A.M. or a P.M. shift shall wash the bus every other week.

1 **Section 6.10. Extra Trips.**

2 All trips other than regular daily shifts shall be designated as extra trips (including game runs).  
3 Employees interested in taking extra trips shall place their names on the roster at the beginning of the  
4 year. Employees shall be arraigned in order of seniority. Employees that decline an extra trip that is  
5 offered in rotational order shall not be eligible for consideration for subsequent extra trips until the  
6 roster position has completed a full cycle of rotation. When a driver refuses a run, he/she shall indicate  
7 so by signing and dating the appropriate place on the rotation schedules posted in the office. If none of  
8 the employees on the rotating roster can take the trip, then a substitute driver will be assigned.  
9 The rotational schedule will be posted in the District Office. Each extra run will be posted as soon as it  
10 is known, and the next eligible driver will be informed that the extra trip is available. When the extra  
11 trip is completed, it shall be the responsibility of the assigned driver to clean the interior and re-fuel the  
12 bus.

13  
14 **Section 6.11.**

15 In the event the District determines that a regular daily run or a portion of the run will be cancelled for  
16 the day, the District will inform the bus driver at least two (2) hours prior to the beginning of such run.  
17 If the bus driver reports to work because they have not received such notice, the driver shall be paid for  
18 time lost.

19  
20 **Section 6.12. Drug Testing.**

21 Random drug testing of employees, as required by state law, will be guided by Policy 5501:

- 22
- 23 A. There shall be no retaliation against any drivers that come forward voluntarily requesting  
24 treatment.
  - 25
  - 26 B. Drivers cannot be required to undergo random testing and evaluation on a non-work day.  
27
  - 28 C. All costs involved in any District required testing and evaluation procedures shall be borne by  
29 the District.
  - 30
  - 31 D. Employees required to undergo testing will be given the opportunity by the District to review  
32 testing policies and procedures prior to the time of testing.  
33
  - 34 E. Testing results, including the fact that an employee is tested, shall remain confidential. Any  
35 written materials or information associated with such testing shall be retained in a secure  
36 confidential file to which only the Superintendent and/or designee and the employee shall have  
37 access.
  - 38
  - 39 F. Employees shall be placed on a paid leave of absence during any period they are off work due  
40 to random, post accident or reasonable cause testing or evaluation requirements or results and  
41 prior to a final determination of employment status.  
42
  - 43 G. Discipline imposed as a result of confirmed positive testing shall be appropriate to the severity  
44 of the confirmed offense. Procedures for reinstatement to driving duties shall be applied  
45 uniformly and consistently to all affected employees.  
46  
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1 **Section 6.13 Early Release Days prior to Thanksgiving and Winter Break:**

- 2 i. Staff will leave at the end of the student day on the day before Thanksgiving and Winter  
3 Break, in compensation for time spent on required Safe Schools training and the August  
4 staff meeting. The time a staff member leaves early must be in direct proportion of the  
5 time approved for Safe Schools and the August meeting.  
6  
7 ii. If an employee does not have enough banked hours through the above requirements,  
8 following procedures will be followed:  
9  
10 1. At least two weeks prior, classified staff may arrange with the principal (school  
11 staff) or superintendent (district staff) to work the designated hours they will miss  
12 on early release days.  
13 2. Hours to be worked must be completed prior to taking the time off on the above  
14 listed days.  
15 3. All work must be:  
16 a) Assigned by or agreed upon with the principal  
17 b) Approved by the superintendent  
18 c) Directly related to the employee's assignment  
19 d) No retroactive/substitution of previous work will be permitted  
20  
21 iii. If a staff member's duties do not allow them to leave early on the above-mentioned  
22 days they will be compensated at their regular hourly rate for attendance at the required  
23 meetings and assigned time for Safe Schools training.  
24

25 b. Emergency closure hours

- 26  
27 i. Options for missed hours when school is delayed, canceled, or let out early due to  
28 emergencies:  
29  
30 1. Hours are directly deducted from an employees pay for hours not worked unless:  
31 2. The employee contacts the principal within two (2) days of the missed hours to  
32 develop a plan for making up the time  
33 3. All makeup work will be assigned by the principal and must be made up within  
34 2 weeks  
35 4. No retroactive.substitution of previous work will be permitted  
36  
37  
38

39 **ARTICLE VII**

40 **CONFERENCE COMMITTEE**

41 **Section 7.1.**

42 The Association will designate a Conference Committee of two (2) or more employees who will meet  
43 with the Superintendent and/or designee on a mutually agreeable basis to discuss the administration of  
44 the terms of the Collective Bargaining Agreement.  
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**ARTICLE VIII**

**HOLIDAYS**

**Section 8.1.**

All employees working twelve (12) months shall receive the following paid holidays:

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

All less than twelve (12) month employees shall receive the following paid holidays:

- |                            |                               |
|----------------------------|-------------------------------|
| 1. Martin Luther King, Jr. | 5. Thanksgiving Day           |
| 2. Presidents' Day         | 6. Day after Thanksgiving Day |
| 3. Memorial Day            | 7. Labor Day                  |
| 4. Veterans' Day           | 8. Christmas                  |
|                            | 9. New Year's Day             |

**Section 8.2. 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. Employees who are on the active payroll on the holiday and have worked their last scheduled shift preceding the holiday and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work, and the absence previous to such holiday, by reason of such illness, has not been longer than twenty (20) regular workdays.

**Section 8.3. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1-1/2) times their base rate for all hours worked on such holidays.

**Section 8.4. Holidays during Vacation.**

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

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**ARTICLE IX**

**LEAVES/BENEFITS**

**Section 9.1. Benefits.**

The District will provide premium payments as required by statute to pay the Department of Labor and Industries, F.I.C.A., Unemployment Pool, and Retirement (if the employee meets Public Employees' Retirement System requirements). If an employee is injured on the job, the employee may have the option of coordinating sick leave benefits and Labor and Industries benefits.

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

- a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- b) A parent, including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- c) A spouse;
- d) A registered domestic partner;
- e) A grandparent;
- f) A grandchild; or
- g) A Sibling

**Section 9.2. Sick Leave.**

Employees assigned one hundred eighty (180) or more workdays shall be entitled to twelve (12) days of compensated sick leave. Employees assigned less than one hundred eighty (180) workdays shall be entitled to such leave on a pro rata basis. Sick leave is allowed for:

- 1. Illness or injury, including disability;
- 2. The care of a child of the employee with a health condition that requires treatment or supervision, or the care of the employee's spouse, parent, parent-in-law, or grandparent who has a serious health condition or;
- 3. An emergency.

The employee shall be entitled to the projected number of sick leave days at the beginning of the school year. Sick leave shall be accumulated, deducted and paid on the basis of the employee's base hourly rate and the employee's scheduled workday as it relates to a full workday. In the event such an employee shall terminate employment having used more sick leave days than would have otherwise been earned, an adjustment to salary due but unpaid, or procedures for repayment will be implemented as appropriate.

1           **Section 9.2.1.**

2           At the time of separation from school district employment due to retirement or death, an  
3           employee eligible to retire or the employee’s estate shall receive remuneration at a rate equal to  
4           one (1) day’s current monetary compensation for each four (4) days accrued leave for illness or  
5           injury. (RCW 28A.400.210 and WAC 392.136.020).

6  
7           **Section 9.2.2. Sick Leave Attendance Incentive Program.**

8           In January of the year following any year in which a minimum of 60 days of leave for illness or  
9           injury is accrued, and each January thereafter, any eligible employee may exercise an option to  
10          receive remuneration for unused leave for illness or injury accumulated in the previous year at  
11          a rate equal to one (1) day’s monetary compensation of the employee’s daily shift rate of pay  
12          for each four (4) full days of accrued leave for illness or injury in excess of 60 days. Leave for  
13          illness or injury for which compensation has been received shall be deducted from accrued  
14          leave for illness or injury at the rate of four (4) days for every one (1) day’s monetary  
15          compensation.

16  
17          **Section 9.3. Leave: Bereavement.**

18          Employees shall be granted a leave of absence with pay for five (5) days when such absence is  
19          occasioned by the death in a family. Additional days shall be subtracted from sick leave or if an  
20          employee’s sick leave bank has been exhausted, the employee shall be granted leave without pay.  
21          (Family defined as wife, husband, father, mother, parent substitute, son, daughter, brother, sister,  
22          mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law,  
23          sister-in-law, brother-in-law, grandparents-in-law, uncle, aunt.)

24  
25          Employees shall be granted two days leave of absence with pay when absence is occasioned by the  
26          death of a nephew, niece, cousin or close friend. Additional days shall be subtracted from sick leave  
27          or if an employee’s sick leave bank has been exhausted, the employee shall be granted leave without  
28          pay. Cases of simultaneous multiple deaths shall provide up to seven (7) days leave. Any additional  
29          bereavement leave than that provided must be submitted to the superintendent for consideration

30  
31          **Section 9.4. Leave: Emergency.**

32          Not more than two (2) days per year. It is noncumulative and shall be deducted from sick leave.  
33          Emergency leave may be taken in case of emergencies as defined below:

- 34  
35          1. The problem must have been suddenly precipitated and must be of such nature  
36             that pre-planning is not possible or where pre-planning could not relieve the  
37             necessity for the employee's absence.

38  
39          **Section 9.5. Personal Leave.**

40          Two (2) days of personal leave per year will be granted and will be allowed to accumulate up to a  
41          maximum of four (4) days. Employees will not be required to state any reason for the leave other than  
42          beyond the term “personal”. Employees will arrange scheduling of personal leave days with their  
43          building administrator and will be requested to give one (1) business day advance notice whenever  
44          possible. These days will not be subtracted from the employee’s sick leave.

1 **Section 9.6. Maternity Leave.**

2 Physical disablement by maternity, childbirth and recovery there from shall be considered as a form of  
3 illness for the purpose of sick leave. An employee who takes maternity disability shall return to work  
4 within ninety (90) days of childbirth unless the employee's doctor certifies in writing that she is unable  
5 to assume her duties. Use of sick leave shall only be available during the period of time a licensed  
6 medical doctor certifies that the employee is disabled and cannot work.

7  
8 **Section 9.7. Judicial Leave.**

9 In the event an employee is summoned to serve as a juror or appear as a witness in court, or is named  
10 as a co-defendant with the District, such employee shall receive a normal day's pay for each day of  
11 required presence in court. In the event that any employee is a party in a court action, such employee  
12 may request an appropriate leave.

13  
14 **Section 9.8. Leave Sharing.**

15 All voluntary leave sharing among school district employees shall be in strict compliance with current  
16 RCW 41.04.066.

17  
18 Employees may donate annual or sick leave to a fellow employee who is suffering from or has a  
19 relative or household member suffering from an extraordinary or severe illness, injury, impairment, or  
20 physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault,  
21 or stalking; or a fellow employee who has been called to service in the uniformed services, which has  
22 caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

23  
24 **Section 9.9. Leave of Absence.**

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

28  
29 **Section 9.10.**

30 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave  
31 of absence. However, vacation credits, sick leave and seniority shall not accrue while the employee is  
32 on a leave of absence; provided, however, that if such leave is approved for extended illness or injury,  
33 including industrial accident or industrial illness, seniority shall accrue.

34  
35 **Section 9.11.**

36 All classified employees will receive an equal share of pooling dollars regardless of FTE. The District  
37 will estimate pooling allocations for the September payroll and start the estimated pool distribution  
38 with the September paycheck. In November, the District will make the adjustment to the actual  
39 pooling distribution which will stand for the remainder of the year. No adjustments will be made  
40 based on new hires or FTE changes. New hires will receive a monthly FTE based on a prorated benefit  
41 allocation for the remainder of the year and enter the pool at the next opportunity.



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**ARTICLE X**

**PROBATION, SENIORITY, LAYOFF AND DISCIPLINE PROCEDURES**

**Section 10.1.**

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

**Section 10.1.1.**

The District and Association shall annually develop a seniority list. No later than December 1<sup>st</sup>, the District will annually provide the Association President with name, job title, address, hire date, hourly rate, hours worked per year, and annual pay of employees in the bargaining unit. Such information will be updated semi annually to include new employees.

**Section 10.2.**

Each new hire shall remain in a probationary status for a period of sixty (60) days of actual work. During this probationary period the District may discharge such employees at its discretion.

**Section 10.2.1.**

Employees promoted to a higher rated position or hired into a new general job classification shall be on probationary status for thirty actual days of work. If the District exercised the probation option, employees shall be placed in an existing equivalent position or moved back to the previously held position. Such placement shall be done in consultation with the Association. The probation process shall be grievable only to the extent that the District's decision is arbitrary and capricious.

**Section 10.3.**

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

**Section 10.4.**

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

1. Discharge;
2. Resignation; or
3. Retirement; or
4. Change in job classification, except that employees shall retain, but not accrue seniority in their former classification for a period of one year.

**Section 10.4.1.**

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

- A. Time lost by reason of industrial accident, industrial illness or judicial leave.
- B. Time spent on other authorized leaves; or
- C. Time spent in layoff status as hereinafter provided;
- D. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States, to a maximum of two (2) years of such absence.

1 **Section 10.5.**

2 Seniority rights shall be effective within the job general classifications as set forth in Article I, Section  
3 1.3.

4  
5 **Section 10.6.**

6 Seniority shall be the first consideration in all matters of assignment to new or open jobs and positions,  
7 shift selection, layoff, addition or reduction in hours, rehire, vacation and special services (including  
8 overtime), providing the employee meets the minimum qualifications. If the District determines that  
9 seniority rights should not govern because a junior employee has demonstrated ability, performance  
10 and/or qualifications related to the job description and/or posting substantially greater than a senior  
11 employee, the District shall set forth in writing to the employee or employees its reasons why the  
12 senior employee or employees were bypassed. The District shall also notify the Association President  
13 in writing of the bypass. Disputes regarding qualifications shall be resolved through the grievance  
14 procedure (Article XIII).

15  
16 **Section 10.6.1.**

17 In the event that two (2) or more employees have the same hire date, seniority shall be decided  
18 by a coin toss. Such determination shall be final in all future determinations of seniority.

19  
20 **Section 10.7. Layoffs.**

21 When the District eliminates one or more positions within a classification in circumstances that will  
22 require it to lay off one or more members of the PSE bargaining unit, it will lay off that number of  
23 employees within the classification who have the least seniority, subject to the provisions of Section  
24 10.6. If the position(s) formerly held by these laid off employees are not the positions being  
25 eliminated, the District will post these continuing positions as openings, to be filled in accordance with  
26 Section 10.8.

27  
28 **Section 10.8.**

29 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
30 District according to layoff ranking. Names shall remain on the reemployment list for two (2) years.  
31 When there is an employee(s) on the reemployment list and the District determines there is a new or  
32 open position within said employee(s) job classification, the District shall post the position for five (5)  
33 working days in-district before offering the position to the senior qualified employee on the  
34 reemployment list. A copy of the job posting shall be sent to the Association President.

35  
36 **Section 10.9.**

37 Employees on layoff status shall provide the District with their current address and telephone  
38 number(s). Employees may also provide a current email address to the District. All information and  
39 preference of notification method must be provided in writing to the District office. It is the  
40 employee's responsibility to notify the District in writing of any change of address, phone number(s)  
41 or email address.

42  
43 **Section 10.10.**

44 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other  
45 accrued benefits; provided, that such employee is offered a position substantially equal to that held  
46 prior to layoff (loss of no more than one (1) hour per day). It is understood that the reemployment  
47 provisions described above are not intended to result in an increase in contract hours or wage for the  
48 employee recalled from layoff status.

1 Employees shall forfeit rights to reemployment as provided in Section 10.8 if the employee does not  
2 comply with the requirements of Section 10.9, or if the employee does not respond to the offer of  
3 reemployment within three (3) working days.

4  
5 **Section 10.11. Discipline and Discharge.**

6 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue  
7 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.  
8 If the District has reason to reprimand an employee, it shall be done in a manner which will not  
9 embarrass the employee before other employees or the public. As a rule, the District will follow a  
10 progressive discipline procedure, which may include the employee being placed on a plan of  
11 improvement.

12  
13 **Section 10.11.1**

14 An employee who resigns will give, by written notice to the District Office, two (2) weeks'  
15 notice of resignation.

16  
17 **Section 10.12. Plan of Improvement.**

18 Prior to placing an employee on a plan of improvement, an evaluation of their performance will be  
19 completed and review with the employee. A plan of improvement will be sixty (60) work days in  
20 length and shall specifically include:

- 21 1. The area(s) of deficiency.
- 22 2. The recommended performance levels.
- 23 3. The requirements necessary to reach the desired performance level.
- 24 4. A schedule of at least one follow-up evaluation during the plan of improvement.

25  
26 At the completion of the sixty (60) work day plan of improvement, options may include:

- 27 a. Discontinuation of the plan of improvement;
- 28 b. Continuation of the plan of improvement for no more than another sixty (60) work day  
29 period.
- 30 c. Reassignment or termination of employment.

31  
32  
33  
34 **ARTICLE XI**

35  
36 **INSURANCE**

37  
38 **Section 11.1.**

39 Through December 31, 2019, Regular employees enrolled in any mutually approved basic insurance  
40 plan or plans shall receive a prorated District benefit contribution, based upon the employee's FTE  
41 status of the sum equal to the amount funded by the State for insurance benefit purposes, per month for  
42 twelve (12) months. For insurance calculation purposes, 1 FTE = 1,440 hours of compensation per  
43 year inclusive of holiday and vacation days. The District shall pay 100% of the cost of the retiree  
44 carve-out. The District shall pay the maximum premium amount specified in this Section for mutually  
45 approved basic insurance programs which may include: medical, dental, vision, group term life, and  
46 group long term disability insurance coverage. Enrollment in District health insurance programs shall  
47 be limited to the open enrollment period of September 1 – October 10, except for the addition of new  
48 dependents. Beginning January 1, 2020, and each year thereafter, the District agrees to provide the

1 insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members  
2 and their dependents as required by State law, the State Operating Budget, and the School Employees'  
3 Benefits' Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for  
4 all eligible employees.

5  
6 **Section 11.1.1.**

7 Through December 31, 2019, The District and Association agree to the following provisions in  
8 order to make a good faith effort to comply with 2012 Washington Laws (ESSB 5940).

- 9  
10 1. The District shall ask an insurance broker to procure premium quotes for health benefit  
11 plans that meet the responsible contracting standards of ESSB 5940.  
12  
13 2. To ensure employees selecting richer benefit plans pay the higher premium, and  
14 make progress toward the 3:1 ratio goal of full-family to employee-only coverage  
15 premiums in ESSB 5940, each employee included in the pooling arrangement within  
16 the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket  
17 charge by monthly payroll deduction. The minimum monthly charge shall be 12% of  
18 premium.

19  
20 Such minimum monthly charge shall be paid regardless of the impact of pooling.

21 Eligible employees selecting the HDHP with a Health Savings Account (HSA), will be  
22 allowed to contribute to their HSA account, via payroll deduction, up to the limit  
23 allowed by law.

- 24  
25 3. The parties shall abide by state laws relating to school district employee benefits, and  
26 this MOU shall be construed consistent with such laws.  
27  
28 4. The parties shall meet prior to May 1, annually to discuss whether to renew or amend  
29 this provision of the agreement.  
30

31 **Section 11.1.2.**

32 The union shall have the right to open the contract at any time to deal with Health Insurance  
33 issues related to compliance with state or federal law and/or potential employee eligibility for  
34 subsidies or tax credits from the Federal government. The District agrees to cooperate with the  
35 union to the extent that the union requests do not cause the District to incur fines, taxes,  
36 sanctions or any substantial negative financial impact.  
37

38 **Section 11.2.**

39 All employees subject to this Agreement shall be entitled to participate in tax shelter annuity plans and  
40 a District sponsored Section 125 Plan of the Federal Income Tax Code. On receipt of written  
41 authorization by an employee, the District shall make the requisite withholding adjustments, and  
42 deductions from the employee's salary.  
43

44 **Section 11.3.**

45 The District agrees to provide timely information about SEBB insurance plans to eligible employees  
46 during the school year (as required or recommended by SEBB) and at each open enrollment period.  
47  
48

1 **Section 11.4.**

2 The District agrees to follow SEBB eligibility rules for employees who are anticipated to work 630  
3 hours or more per school year.  
4  
5  
6

7 **ARTICLE XII**

8  
9 **APPRENTICESHIP AND PROFESSIONAL DEVELOPMENT**  
10

11 **Section 12.1.**

12 All employees enrolled as apprentices by the Washington Public School Classified Employees'  
13 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this  
14 agreement; except that the (WPSCEJATC) shall have jurisdiction to insure that apprentices  
15 successfully complete all requirements of the program as approved and registered with the Washington  
16 State Apprenticeship and Training Council.  
17

18 **Section 12.1.1.**

19 In the event an apprentice is deemed unsuccessful by the Local JATC in completing any or all  
20 parts of the approved standards, such apprentice waives contractual recourse through the  
21 grievance procedure, Article XIII. No issue concerning apprenticeship training, curriculum,  
22 content of program, or other matters concerning the conduct and operation of the  
23 apprenticeship program shall be subject to the grievance procedure of this Agreement.  
24

25 **Section 12.2.**

26 Employees enrolled as apprentices shall receive their appropriate rate of pay for their positions, as  
27 specified on Schedule A.  
28

29 **Section 12.2.1.**

30 Upon successful completion of apprenticeship training and education and recognition standards  
31 and recognition by WPSCEJATC of journey status, the journey level employee shall receive  
32 fifty cents (\$0.50) per hour in addition to his/her pay rate as set forth in this Agreement. Upon  
33 successful completion of the Education Paraprofessional Apprenticeship Program and  
34 recognition by WPSCEJATC of the journey status, the journey level Educational  
35 Paraprofessional shall receive an additional fifty cents (\$0.50) per hour in addition to his/her  
36 pay rate as set forth in this Agreement. The total increase for the two programs would be one  
37 dollar (\$1.00) per hour.  
38

39 **Section 12.3.**

40 Employees shall be responsible for tuition costs associated with college credits and for required books  
41 and materials.  
42

43 **Section 12.4.**

44 Participation in the apprenticeship program shall be completely voluntary for all employees.  
45

46 **Section 12.5.**

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

1         **Section 12.5.1.**

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

4  
5         **Section 12.6.**

6         This Article may be reopened at any time upon mutual agreement of the parties, or as new  
7         classifications are proposed by the local JATC for journey level status.

8  
9         **Section 12.7.**

10         The District agrees to establish a professional growth fund of one thousand dollars (\$1000.00) per year  
11         to help support those individuals job growth. Employees wishing to utilize professional growth dollars  
12         may make application to the Superintendent and PSE President.

13  
14         **Section 12.8.**

15         The District is responsible for providing training opportunities relevant to students with disabilities for  
16         all paraeducators who are providing services to special education students.

17  
18  
19   **ARTICLE XIII**

20   **GRIEVANCE PROCEDURE**

21  
22  
23  
24         **Section 13.1. Grievances.**

25         For the purpose of this Agreement, the term "grievance" means any dispute by an employee within the  
26         bargaining unit referred to in Article I against the District, with respect to an alleged violation of an  
27         express term or provision of this Agreement. Any grievance shall be handled in accordance with the  
28         following procedure with the express purpose of attempting to settle any dispute at the earliest level of  
29         resolution. The employee may have an Association representative at all steps of the grievance  
30         procedure.

31  
32         **Section 13.2. Step One - Oral Discussion.**

33         The grievance will initially be taken by the employee to the immediate supervisor within thirty (30)  
34         calendar days of the occurrence. The employee and supervisor will signature a dated statement that the  
35         employee alleged a grievance and that Step One took place.

36  
37                         **Section 13.2.1. Step Two - Employee Written Statement Of Grievance.**

38         If the grievance is not resolved as provided in Step One, it shall be reduced to written form  
39         containing the following:

- 40  
41                         1. The facts upon which the grievance is based;  
42                         2. Reference to the section or sections of the Agreement alleged to have been violated; and  
43                         3. The remedy sought.

44  
45         The written grievance shall be provided to the employee's immediate supervisor within ten (10)  
46         District business days of the Step One meeting.

1 **Section 13.2.2. Step Three - Superintendent.**

2 If no settlement has been reached in Step Two, the grievance may be submitted by the  
3 employee within ten (10) District business days to the Superintendent. After such submission  
4 the Superintendent or the Superintendent's designee(s) and the employee will have ten (10)  
5 District business days from submission of the written statement of the grievance to resolve it by  
6 indicating on the statement of grievance the disposition and signing it. If the grievance is not  
7 resolved, the employee may proceed to Step Four of the grievance procedure. If an agreeable  
8 disposition is made, all parties to the grievance shall sign it.

9  
10 **Section 13.2.3. Step Four - Board.**

11 If no settlement has been reached in Step Three, within the specified time limits, the grievance  
12 may be submitted by the employee within fifteen (15) District business days to the Board.  
13 After such submission the Board and the employee will have two regularly scheduled Board  
14 meeting after submission of the written statement of grievance to resolve it by indicating on the  
15 statement of grievance the disposition and signing it. The Board of Directors reserves the right  
16 to summon the employee for an oral statement of the grievance. The employee reserves the  
17 right to appear before the Board of Directors to explain the grievance. At any appearance  
18 before the Board of Directors, the employee may be accompanied by an Association  
19 representative or designee.

20  
21 **Section 13.2.4.**

22 If the grievance has not been resolved within two regularly scheduled Board meetings, referred  
23 to in the preceding subsection, the Association may refer the dispute to final and binding  
24 arbitration. The Association shall notify the District in writing of submission to arbitration  
25 within ten (10) District business days after receipt of the Board's written response in  
26 Section 13.2.3.

27  
28 Within ten (10) District business days the Association and the District shall mutually agree  
29 upon an arbitrator. If the parties fail to agree, a list of seven (7) qualified neutrals shall be  
30 requested by the parties from the American Arbitration Association (AAA). Within ten (10)  
31 District business days after receipt of the list, the Association and District shall alternatively  
32 strike the names on the list, and the remaining name shall be the arbitrator. The party seeking  
33 arbitration shall strike the first name.

34  
35 The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this  
36 Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her  
37 decision solely to the matters specified on the grievance form. The arbitrator shall confine  
38 himself/herself to the precise issues submitted for arbitration, and shall have no authority to  
39 determine any other issues not so submitted to him/her. The arbitrator shall have no authority  
40 to interpret or apply issues of law or regulation, but shall respect the action of the District in its  
41 interpretation of law and regulation. The decision of the arbitrator shall be final and binding,  
42 subject only to appeal on the grounds recognized by law.

43  
44 The District and Association shall share equally the arbitration fees and arbitrator's expenses.

45  
46 **Section 13.3. Timelines.**

47 Grievance claims involving retroactive compensation will be limited to no more than sixty (60) days  
48 prior to the written submission of the grievance in Step Two.

1 **Section 13.4.**

2 Any grievance not submitted or processed in accordance with the applicable time limits shall be  
3 waived, however; time limits designated in this article for processing grievances may only be extended  
4 by mutual written consent.

5  
6 **Section 13.5. Agreement Not To Be Altered.**

7 In arriving at any settlement or decision under the provisions of this Article, neither party shall have  
8 the authority to alter this Agreement in whole or in part or to add to or delete any of its provisions.  
9

10  
11  
12 **ARTICLE XIV**

13  
14 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

15  
16 **Section 14.1. Membership.**

17 The District and PSE/SEIU1948 understand that at the center of our labor management relationship is  
18 the shared interest in providing the best services to the public. Therefore, it is the expectation of both  
19 PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of  
20 union membership and respect all employees decisions to join and maintain membership in their  
21 exclusive professional advocacy organization PSE/SEIU1948 pursuant to RCW 41.56.140. All  
22 bargaining unit employees shall have the option of joining and maintaining membership in  
23 PSE/SEIU1948 upon employment with the District.  
24

25 **Section 14.2. New Hire Notification.**

26 The District shall notify PSE/SEIU1948 and the agreed bargaining unit representative of all new hires  
27 within 10 days of hire date, or soon as practical, including name, home mailing address, job title, work  
28 email, work location and hire date.  
29

30 **Section 14.3. Dues and Checkoff.**

31 PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees  
32 who are current members of PSE/SEIU1948, and shall provide updates, additions, and/ or other  
33 changes in membership status to the District upon request. The District agrees to accept dues  
34 authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU1948  
35 will provide a list of those members who have agreed to union membership via voice authorization. In  
36 addition, upon request, access to the District to the .wav files associated with the voice authorization.  
37 PSE/SEIU1948 will be the custodian of the records related to voice/E-signature authorizations. PSE  
38 agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-  
39 keeping of those records. The District shall deduct PSE dues from the pay of any employee who  
40 authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds  
41 deducted to the Treasurer of Public School Employees of Washington on a monthly basis.  
42

43 **Section 14.4. Membership Rescission.**

44 Union members requesting to rescind membership and membership rights in their exclusive  
45 professional advocacy organization shall make such request in writing to PSE/SEIU1948, following  
46 the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing  
47 such conditions have been met, PSE/SEIU1948 shall inform the District of the employee's non-  
48 member status consistent with the notification section 14.5.



1 **Section 14.5. COPE - Political Action Committee.**

2 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
3 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
4 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
5 check separate from the Union dues transmittal check. PSE shall be responsible for drafting a  
6 mutually acceptable written authorization form and collecting and furnishing same to District for any  
7 interested employee. Section 14.3 of the Collective Bargaining Agreement shall apply to these  
8 deductions. The employee may revoke the request at any time. At least annually, the employee shall  
9 be notified by the PSE State Office about the right to revoke the request. The District shall not be  
10 obligated to make deductions of any kind under this Section 14 when the deduction would cause the  
11 employee’s pay to drop below the current federal or state minimum hourly wage requirement. Once  
12 any funds are remitted to PSE, their disposition thereafter shall be the sole and exclusive obligation  
13 and responsibility of PSE.

14  
15 **Section 14.6.**

16 The Association agrees to defend, indemnify and hold the District harmless against any and all claims,  
17 suits, orders or judgments brought or issued against the District pursuant to the proper implementation  
18 of this article, entitled Association Membership and Checkoff.

19  
20 **Section 14.6.1.**

21 Pursuant to HB 1575, PSE is the exclusive custodian of membership records . If there are any  
22 errors in the dues collection because of information provided or not provided by PSE, PSE is  
23 entirely liable.

24  
25 **Section 14.7.**

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

32  
33  
34  
35 **ARTICLE XV**

36  
37 **SALARIES AND EMPLOYEE COMPENSATION**

38  
39 **Section 15.1**

40 Employees shall be compensated in accordance with the provisions of this Agreement, Schedule A as  
41 attached, and Section 6.2, 6.4. and 6.5. for hours worked.

42  
43 **Section 15.2.**

44 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
45 Schedule A attached hereto and by this reference incorporated herein.

1 **Section 15.3.**

2 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms  
3 and conditions of Article XVI, Section 16.3 Should the date of execution of this Agreement be  
4 subsequent to the effective date, salaries, including overtime, shall be effective as mutually agreed.  
5

6 **Section 15.4.**

7 Incremental steps shall be granted on September 1 of each year. Movement on the schedule is based  
8 upon a hire date prior to February 1.  
9

10 **Section 15.5.**

11 For the purposes of calculating daily hours, time worked shall be rounded to the next one-tenth (1/10)  
12 hour.  
13

14 **Section 15.6.**

15 Employees shall receive annual compensation in twelve (12) monthly payments.  
16

17 **Section 15.7.**

18 If the Legislature funds a classified employee salary increase, the District will meet with the  
19 Association to discuss/negotiate the methodology the parties will use to distribute the State funded  
20 salary increase.  
21

22 **Section 15.8.**

23 Full-time employees will be paid for 260 days. In those years which the Gregorian calendar contains  
24 more than two hundred sixty (260) work days, these "extra" days will result in a day(s) off as jointly  
25 determined by the employee and his/her supervisor.  
26

27 **Section 15.9.**

28 The extra time cutoff, for pay purposes, shall not be shifted during the term of this Agreement. The  
29 extra time cutoff will be the last day of the month.  
30

31 **Section 15.10.**

32 Each employee who attends a District approved workshop or class shall be compensated at his/her  
33 hourly rate as indicated on Schedule A. Class must not conflict with regular working hours; and if  
34 class hours place the employee beyond a forty (40) hour week, such additional hours shall not be  
35 considered overtime hours. The District will pay the costs of registration, course fees and needed class  
36 materials.  
37

38 **Section 15.11.**

39 Paraeducators who are requested to provide supervision on Evening Parent Conferences shall be  
40 granted commensurate release time to be scheduled the Wednesday before Thanksgiving, or at some  
41 other time as pre-approved activities by the building principal.  
42

43 **Section 15.12.**

44 When an employee leaves one school district within the state and commences employment, the  
45 employee shall retain the same Schedule A placement, leave benefits and other benefits that the  
46 employee had in the previous position.  
47  
48

1 **Section 15.13.**

2 Upon successful completion of the equivalent to an Associates of Arts Degree or higher, an employee  
3 working in the paraeducator classification shall receive fifty cents (\$0.50) per hour in addition to  
4 his/her pay rate as set forth in this Agreement. The maximum combined Apprenticeship and Degree  
5 stipend increase allowed for a paraeducator will be one dollar (\$1.00) per hour.  
6

7 **Section 15.14.**

8 Upon successful completion of and maintenance of the Food Service Certification Program Level 2, an  
9 employee working in the Food Service classification shall receive twenty-five cents (\$0.25) per hour in  
10 addition to his/her pay rate as set forth in this Agreement. Upon successful completion of and  
11 maintenance of the Food Service Certification Program Level 3, an employee working in the Food  
12 Service classification shall receive fifty cents (\$0.50) per hour in addition to his/her pay rate as set  
13 forth in this Agreement. The maximum Combined Food Service Certification stipend increase allowed  
14 for a Food Service employee will be seventy-five cents (\$0.75) per hour.  
15

16 **Section 15.4.1.**

17 The District shall pay the cost of required food handlers permits for food service employees.  
18

19 **Section 15.15.**

20 Effective September 1, 2010, Paraeducators who have completed one hundred sixty (160) hours of  
21 professional development activities to be approved by the administration shall receive twenty-five  
22 cents (\$0.25) per hour in addition to his/her pay rate as set forth in this Agreement. Paraeducators who  
23 complete an additional one hundred sixty (160) hours of professional development activities shall receive  
24 an additional twenty-five cents (\$0.25) per hour in addition to his/her pay rate as set forth in this  
25 Agreement. The total compensation for completion of three hundred twenty (320) clock hours is fifty  
26 cents (0.50) per hour. Employees are responsible for tracking their professional development hours.  
27

28 Those interested in requesting compensation for completed professional development hours, shall do  
29 so do annually, prior to September 1.  
30

31 **Section 15.16.**

32 The District shall pay the cost of required physicals for bus drivers.  
33

34 **Section 15.17. First Aid Classes for Recess Supervisors**

35 District agrees to pay the cost of mandatory First Aid classes for all recess supervisors.  
36

37 **Section 15.18. Retirement Notification Incentive Stipend.**

38 Classified employees who will have completed a minimum of five (5) years of certificated  
39 employment in the Conway School District will be provided \$500.00 for early notification of planned  
40 retirement. The employee must submit a letter to the Superintendent by January 15 during or after the  
41 fifth year of employment stating the intent to retire June 30th of the same year. The lump sum \$500.00  
42 payment will be processed no later than July 31st of that year.  
43

44 The purpose of this incentive is to enlist the assistance of employees in providing for an orderly  
45 transition from one school year to the next. In return, employees are to leave their room and  
46 equipment in good order and may be asked to participate in an exit conference with the person filling  
47 the position or with a District administrator. These responsibilities shall be fulfilled by June 30 of the  
48 current school year.

1 Compensation under this section shall be for the termination of employees contract rights and shall not  
2 be included for purpose of computing a retirement allowance under any public retirement system in  
3 this state as specified in RCW 28A.400.220(2).

4  
5 **Section 15.18.**

6 Second shift custodians shall receive a fifty cents (\$.50) per hour shift differential as expressed on  
7 Schedule A.

8  
9 **Section 15.19. Fundamental Course of Study Paraeducator Standards.**

10 Per PESB rules and State laws, the district will train or arrange for training of all K-8 para educators  
11 and library paras in the 28-hour Fundamental Course of Study (FCS). In 2019-2020 paras currently  
12 employed will be required to complete the first 14 hours of FCS training as directed by the district and  
13 PESB rules.

- 14  
15 a) The district will provide training during early release and late start Mondays for all  
16 paraeducators. This is during the normal contract day, so all paras are required to attend. Any  
17 para not attending will need to work directly with the superintendent to do makeup training.  
18 b) The district may, at its discretion, schedule time outside of the contract day for training to  
19 occur. Paras required to attend will be compensated at their regular hourly rate.  
20 c) The district may, at its discretion, schedule training to occur during the regular contract day, in  
21 those instances the paras schedule may be adjusted, or a substitute hired during the training.  
22 d) Training for future courses in the FCS will be dependent on funding from the state legislature.  
23 As funding is provided, classified staff will be required to attend training provided by the  
24 district and the district would follow the previously mentioned training plan.

25  
26 Classified staff that are required to obtain the General Paraeducator Certificate (GPC) will work with  
27 their direct supervisor and the superintendent to develop a plan for completion.

- 28  
29 a. The district will schedule opportunities for classified staff to attend certificated staff  
30 professional development to earn district clock hours towards their GPC. On non-contract days  
31 for the paraeducators, they may attend the training at their request, and at no cost, but without  
32 compensation.  
33 b. Where possible, classes/workshops regularly scheduled as part of a classified staff members job  
34 should be taken for clock hours. As with certificated staff, the cost of clock hours is the  
35 responsibility of the employee and not the district.  
36 c. The district and PSE will create a committee to look at the requirements of the General  
37 Paraeducator Certificate. The committee will develop recommendations for job imbedded  
38 training, district classes, or workshops that will meet the requirements of the GPC and make  
39 those recommendations to the superintendent.  
40 d. The GPC is a state requirement of all instructional paras and library assistants in K-12  
41 i. The district is not responsible for covering the cost of registration, tuition, travel  
42 expenses, or clock hours for courses taken by the paraeducator  
43 ii. Paraeducators can use the professional development funds allotted to PSE to attend  
44 classes/courses that are directly related to their assignment and will satisfy the  
45 requirements of the GPC or APC.  
46 iii. Records Keeping

- 1 1. It is the responsibility of the para educator to maintain records of their  
2 training in the e-certification system. The district will provide training and  
3 technical assistance on the use of the program.
- 4 2. The district will maintain a record of training for the FCS and GPC offered  
5 by the district  
6  
7  
8

## 9 ARTICLE XVI

### 10 TERM AND SEPARABILITY OF PROVISIONS

#### 11 **Section 16.1.**

12 The term of this Agreement shall be September 1, 2019 through August 31, 2021. Effective September  
13 1, 2019, all salaries on Schedule A shall be increased by the current IPD of 2% for the 2019-2020  
14 school year. For the following year, 2020-2021 salary will be adjusted based on the state IPD,  
15 currently projected to be 2.1%. Final IPD will be based on the state determined IPD.  
16  
17

#### 18 **Section 16.1.1.**

19 The District agrees to add step six (6) of twenty-five plus (25+) years to the Schedule A  
20 beginning September 1, 2010, with a two percent (2%) increase over step five (5).  
21  
22

#### 23 **Section 16.1.2.**

24 All increases beyond state pass through are contingent upon successful passage of a District  
25 operating levy.  
26

#### 27 **Section 16.2.**

28 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
29 notwithstanding its execution date, except as provided in Section 15.3.  
30

#### 31 **Section 16.3.**

32 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
33 parties in writing.  
34

#### 35 **Section 16.4.**

36 If any provision of this Agreement or the application of any such provision is held invalid, the  
37 remainder of this Agreement shall not be affected thereby.  
38

#### 39 **Section 16.5.**

40 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with  
41 State or Federal statutes or regulations promulgated pursuant thereto.  
42

#### 43 **Section 16.6.**

44 In the event either of the two (2) previous sections is determined to apply to any provision of this  
45 Agreement, such provision shall be renegotiated pursuant to Section 16.3.  
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**SIGNATURE PAGE**

**PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948**

**CONWAY CHAPTER**

**CONWAY SCHOOL DISTRICT #317**

**BY: \_\_\_\_\_  
Holly Gildnes, Chapter President**

**BY: \_\_\_\_\_  
Jeff Cravy, Superintendent**

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

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

SCHEDULE A  
 CONWAY SCHOOL DISTRICT #317  
 September 1, 2019 – August 31, 2020

STEPS	1	2	3	4	5	6	7
	1-3 years	4-6- years	7-9 years	10-14 years	15-19 years	20-24 years	25+ years
<b>PARAEDUCATORS</b>							
Para A (monitor, supervision, classroom assistance)	\$17.62	\$18.58	\$19.61	\$20.69	\$21.24	\$21.78	\$22.33
Para B- special program instruction/implementation	\$18.64	\$19.60	\$20.63	\$21.71	\$22.26	\$22.80	\$23.35
<b>PROFESSIONAL TECHNICAL</b>							
Tech Coordinator	\$27.07	\$28.56	\$30.13	\$31.78	\$32.33	\$32.87	\$33.43
Assistant Librarian	\$18.02	\$19.02	\$20.06	\$21.17	\$21.72	\$22.26	\$22.81
<b>FACILITIES</b>							
Lead Custodian	\$22.55	\$23.80	\$25.10	\$26.48	\$27.03	\$27.57	\$28.12
Lead Maintenance & Grounds	\$22.55	\$23.80	\$25.10	\$26.48	\$27.03	\$27.57	\$28.12
2nd Shift Custodian	\$20.90	\$22.01	\$23.21	\$24.45	\$24.99	\$25.54	\$26.08
Custodian & Maintenance	\$20.39	\$21.50	\$22.70	\$23.94	\$24.48	\$25.03	\$25.57
<b>FOOD SERVICE</b>							
Head Cook/Manager	\$17.39	\$18.34	\$19.36	\$20.42	\$20.96	\$21.51	\$22.06
Assistant Cook	\$15.46	\$16.32	\$17.22	\$18.16	\$18.71	\$19.26	\$19.80
Cashier	\$15.46	\$16.32	\$17.22	\$18.16	\$18.71	\$19.26	\$19.80
<b>OFFICE</b>							
Administrative Assistant	\$21.77	\$22.97	\$24.23	\$25.55	\$26.10	\$26.64	\$27.20
<b>Transportation</b>							
Bus Driver	\$20.09	\$21.20	\$22.36	\$23.59	\$24.14	\$24.68	\$25.23
Car/Van Driver/Truck	\$16.93	\$17.86	\$18.84	\$19.88	\$20.43	\$20.97	\$21.52
<b>Nurse</b>							
Nurse	\$29.21	\$30.81	\$32.52	\$34.30	\$34.84	\$35.39	\$35.94
<b>Degree/Training</b>							
AA/BA/ParaTest/72 credits	\$0.50						
at least 160 hrs PD	\$0.25						
at least 320 hrs PD	\$0.50						
FS Cert - Level 2	\$0.25						
FS Cert - Level 3	\$0.75						