COLLECTIVE BARGAINING AGREEMENT BETWEEN

MONROE SCHOOL DISTRICT #103

AND

PUBLIC SCHOOL EMPLOYEES OF MONROE

SEPTEMBER 1, 2016 – AUGUST 31, 2019
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Contract Reference

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DECLARATION OF PRINCIPLES

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

2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

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

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

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.1.1. Substitute and temporary employees including long-term substitutes employed within the scope defined in 1.4 for more than thirty (30) cumulative days in any school year and who continue to be available for employment are included in the bargaining unit, but subject only to substitute salary Schedule A and those other sections which specifically include them. Participation in the union for substitutes is voluntary.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
Section 1.3. Job Descriptions.
The District agrees to provide job descriptions for all positions covered by this Agreement to the
President of the local chapter. Job descriptions that are added or changed by the District, reflecting
changes impacting the hours, wages, and working conditions of the employees under the scope of this
Agreement will be made available to the President of the local chapter in advance of implementation.

Section 1.3.1.
The district retains the management right to change existing job descriptions to comply with
legal, technical and policy changes. Those changes that include significant revisions to hours,
wages and working conditions and/or changes between seniority categories shall be presented
at a Labor Management meeting prior to implementation. The union shall have the right to
bargain wage revisions for changed positions.

Section 1.3.2.
Job descriptions shall be clearly identifiable by either numerical code or date of
adoption.

Section 1.3.3.
Job descriptions for all bargaining unit positions shall be posted on the district website.

Section 1.4. Bargaining Unit Membership.
The bargaining unit to which this Agreement is applicable shall consist of all classified employees as
identified on Schedule A.

Section 1.4.1. Subcontracting.
The District agrees that it will not subcontract bargaining unit work without complying with
state law and consulting with the local unit officers and affected membership. The District will
attempt to eliminate contracts and bring work back to the bargaining unit when it is
economically feasible and advantageous to do so.

Section 1.4.2. Internships.
The District and the Association hereby agree that periodically the District may wish to allow
an individual who is a student at an accredited college or university or other recognized work
training program to serve for a specified and limited period of time in the capacity of “intern”
within a job classification that is subject to the terms and conditions of this Agreement.

For purposes of this Agreement, an intern is defined as a non-bargaining unit member who
temporarily follows or “shadows” a bargaining unit member in the workplace, but is not a
District employee, is not subject to the terms and conditions of this Agreement, and is not
financially or monetarily compensated in any way by the District. Further, an intern’s
assignment is subject to the limits and parameters of an individually negotiated Memorandum
of Understanding between the District and the Association which shall be executed prior to the
beginning of the intern’s assignment.

The assignment of interns within any bargaining unit classification will be permitted only if the
affected classification is operating outside of reduction-in-hours circumstances.
ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy making authority of the Employer Board, which authority the Employer Board specifically reserves unto itself. The management of the Employer and the Direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated. Management officials retain the right and obligation, according to Employer Board Policy, to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted. This includes but is not limited to the following: direct employees covered by this agreement; hire, train, promote, retain, transfer, and assign employees; suspend, discharge, demote, or take other disciplinary action against employees; release employees from duties because of lack of work or for other legitimate reasons; determine the method, number, and kinds of personnel by which operations undertaken by employees in the unit are to be conducted; and designate the work to be performed by the Employer or others; and the places where, and the manner in which, it is to be performed.

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 wages, hours, terms, and conditions of employment of the members of the District, 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.

Section 2.3.
The District recognizes the Association’s right to bargain the school calendar prior to its implementation each year. Adjustments to the calendar may be made by the District, after consultation with the Association, in the event of an emergency and in order to satisfy the 180 day student year requirement. The ground rules of their mutual Joint Calendar Committee will be used as the procedural outline for negotiations of the calendar. The Joint Calendar Committee shall recommend the tentatively agreed to calendar before ratification and distribution.

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 assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the
Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required, or refrain from such action, in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.
Each employee shall have the right to bring matters of personal or professional concerns or responsibilities to the attention of appropriate Association representatives and/or appropriate officials of the District. Normally, the first step is to confer with the immediate supervisor.

Section 3.3.
Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4.
Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

Section 3.5.
Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a 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 3.6. Personnel Files.
Employees shall, at reasonable times, have access to their personnel file and be provided single copies of pertinent materials upon request. Appointments for review of personnel files shall be made with the appropriate human resources administrator, or designee, who shall be present during the personnel file review. A notation as to the date, time, and location of each personnel file review shall be made and maintained in the personnel file. Any material relating to an employee’s health or medical issues shall be maintained in a separate secure, confidential file to which only the superintendent or the superintendent’s designee, shall have access once the material has been filed.

Section 3.6.1.
Another person, at the employee’s request, may be present at any file review; however, the employee will sign a consent form for that purpose.

Section 3.6.2.
Any legitimate complaint made against an employee by any parent, student, or other person, will be called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. No material of a derogatory nature shall be placed in an employee’s personnel file without prior notification to the employee of the nature of the material. Employees shall have the opportunity to examine any and all such material before it is placed into his/her personnel file.
Section 3.6.3.
An employee may attach a short, concise statement of his/her own written position on any item placed in the personnel file.

Section 3.6.4.
Except for material that relates to student health, safety and/or material required to be maintained by state or federal law, all derogatory material that has remained in an employee’s file for more than two years from the date of entry, shall be considered null and void unless a continuation of the same type of problem has been documented within the two year period.

Section 3.6.5.
Upon request by the employee, the Superintendent, or his/her designee, shall sign an inventory sheet to verify contents of a personnel file at the time of inspection by the employee.

ARTICLE IV
RIGHTS OF THE ASSOCIATION

Section 4.1.
The Association has the duty and responsibility to represent the interests of all employees in the unit, without regard to membership in the Association; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours, and working conditions which may be peculiar to the bargaining unit, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided by the Collective Bargaining Act.

Section 4.2.
The President of the Association shall promptly be notified by the District of severe disciplinary, written reprimand, or discharge action taken against a bargaining unit member.

Section 4.2.1.
The Association, at the option of the employee involved, is allowed to have an observer at hearings conducted by any District official, or body, arising from a grievance and to make known the Association’s views concerning the case.

Section 4.3.
A copy of this Agreement will be included as part of the general information provided to new employees, to be furnished to the District by the Association.

Section 4.4.
The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.
Section 4.5.
A total of six (6) days per year without loss of pay may be allocated to the President of the Association and/or designated representative to attend regional or state meetings when the purpose of those meetings is in the best interests of the District as determined by the Superintendent or designee.

Section 4.5.1.
The District will bill the Association for substitute costs of members engaged in Association business during regular work time when approved by the Association President. If no sub is available, the Association will be charged overtime if it is accrued.

Section 4.6.
During the term of this Agreement, the District shall provide upon request, to the President of the Association, information regarding each employee in the Association, such information to be limited to that information currently stored in the District’s personnel system. The District will transmit electronic dues and membership information to the union.

Section 4.6.1.
The Association and its individual members agree to indemnify and hold the District harmless from all claims arising from the release to the Association President of the data specified in Section 4.6 above.

Section 4.7.
Representatives of the Association must make their presence known to the Superintendent, designee, or the site administrator and then shall have access to District premises during business hours to meet with District employees, provided no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

The District shall provide bulletin board space in each school or work site for the use of the Association for Association business. 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. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided. Copies of all general membership bulletins, notices, memorandum, etc., posted on bulletin boards or distributed through the intra-district mail, shall be sent to the Superintendent.

Section 4.8.1.
The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.
Section 4.9. Use of District E-Mail.

Board Policy 4780, Acceptable Use of Electronic Resources, includes policy and procedures governing the use of the District’s computers and computer networks, and should be consulted and is incorporated herein by reference.

1. The Association may use the computers/network for bargaining group business in the same manner as PSE uses the District’s internal mail system including individual employee mail boxes and the District phone system including:

   a. General meeting notification for general PSE and committee meetings;
   b. Information related to staff development opportunities;
   c. General newsletters and meeting minutes.

2. There are uses of the District’s communication systems, including the computer and network systems, however, that are not authorized and include specifically:

   a. Political campaigning at any level;
   b. Discussion of job actions (strikes or walk-outs);
   c. Discussion of employee discipline issues;
   d. Issues prohibited by the Public Disclosure Commission.

3. Questions on the appropriateness of the use of communication systems should be directed to the Superintendent and/or the Executive Director of Human Resources.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.
It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are the effects of hours, wages, grievance procedures, and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2.
It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in hours, wages, and working conditions.

Section 5.3.
The Association will, from time to time, as appropriate, be advised of current and predicted workload information. The parties agree that two (2) weeks shall be the minimum lead time regarding work load information.
**Section 5.4. Building Leadership Team.**
The district recognized the value of having classified staff on the Building Leadership Team. The PSE recognizes that the existing contract between the District and Monroe Education Association may limit the ability of a classified staff member to become a member of the BLT.

**Section 5.4.1.**
To facilitate placing a Classified staff member on the BLT the principal will place before the BLT a motion that would allow a Classified staff member to be added to the BLT.

**ARTICLE VI**

**ASSOCIATION REPRESENTATION**

**Section 6.1. Labor Management Committee.**
The District and Association will designate a Labor Management Committee composed of equal representation to meet regularly to discuss appropriate matters. The Labor Management Committee will establish operational bylaws.

**Section 6.1.1.**
The Labor Management Committee is committed to studying issues, discussing differences, and recommending solutions to problems affecting the Monroe School District.

**Section 6.1.2.**
The primary functions will be to:

- a. Deal with follow-up steps and interpretation issues stemming directly from current contract provisions.
- b. Make good faith efforts to resolve new issues between labor and management as they arise.
- c. Endeavor to find ways labor and management can cooperate on any matter of mutual concern.

**Section 6.1.3.**
The Association’s representatives shall be accountable to the general membership. The District’s representative shall be accountable to the School Board of Directors.

**Section 6.1.4.**
Committee membership shall be composed of:

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<td>President</td>
<td>Superintendent</td>
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<td>Association chief negotiator/area representative</td>
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<tr>
<td>1-3 board members</td>
<td>1-3 central office administrators</td>
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<tr>
<td>1 grievance representative</td>
<td>1 building principal</td>
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Either party shall have the authority to expand the membership on the Committee for specific purposes.

**Section 6.1.5.**
This Committee shall minimally meet on a monthly basis and will endeavor to deal with all issues either party submits in a problem-solving manner. The Committee will be free to form sub-groups or committees to accomplish its functions. The Committee shall have the authority to establish its own operating procedures or ground rules.

**Section 6.2.**
The Association and the District shall have equal representation on a Professional Development Committee.

**Section 6.3.**
The Association shall have representation on any committee which studies the alteration of the school year through “waiver days”.

**Section 6.4.**
A local Joint Apprenticeship Training Committee, with equal representation (three (3) members from the District and three (3) from PSE of Monroe) shall be responsible for the development, implementation and continuation of Apprenticeship Programs approved by the District and the Association.

**Section 6.4.1.**
This Committee shall be the only entity able to grant apprenticeship program approval for District employees.

**Section 6.4.2.**
The Committee shall elect annually the Chair and Secretary. One shall be Labor and the other Management.

**Section 6.4.3.**
The Committee shall meet at least quarterly to review apprentice records and make such reports as may be required.

**Section 6.4.4.**
The District shall provide storage for Committee records. Apprentices may enter the program annually or at each time a new cycle of classes commences. Apprentices successfully completing the Instructional Assistant Apprenticeship Program shall meet the requirements for Highly Qualified under Title I if approved by state/federal agencies. The local JATC shall provide certification to the Human Resources Office of each successful program graduate to ensure proper recognition of the receipt of said certification from the State Apprenticeship Committee.
ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Workweek.
The normal work week is Monday through Sunday beginning and ending at midnight. The work week shall consist of five consecutive days followed by two consecutive days of rest. The District reserves the right to assign a non-standard workweek to the least senior employee in a job classification in order to meet the District’s needs and/or in order by mutual agreement to meet an employee’s request for personal reasons.

Section 7.2. Shift Assignment.
Each employee shall be assigned to a regular shift during the workweek, at the beginning of each work year, which shall not be changed without prior notice to the employee of two (2) calendar weeks. The District may change an employee’s shift and/or workweek, without the two (2) weeks notice, with prior approval of the employee or as a result of a bona fide emergency. All hours worked are to be accurately recorded and documented using the district timekeeping system.

Those facility use attendants who are assigned to only a specific group that uses District facilities shall be exempt from the provisions of Section 7.2.

Section 7.2.1. Flextime.
During any week with zero (0) student attendance days, the District shall make a good faith effort to accommodate written requests from employees to work a flexible hour shift, with the understanding that there will be no additional cost to the District and no negative impact on District efficiency. Any denials of requests by the employee's immediate supervisor shall be in writing and the decision is final. A copy of the denial shall be provided to the union President.

Section 7.3. Lunch and Rest Period.
All work shifts of more than four (4) hours shall have an uninterrupted lunch period of thirty (30) minutes. Each regular work shift shall consist of eight and one-half (8½) hours, including a thirty (30) minute uninterrupted lunch period which may be taken off-site at the employee’s discretion and notification to the site supervisor or site designee. Each four (4) hour work segment shall include a ten (10) minute rest period.

Section 7.4.
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at one and one-half (1½) times the employee’s hourly rate or compensatory time equal to one and one-half (1½) times the foregone lunch period.

Section 7.5.
Employees required to work a position assignment regularly filled by a higher paid classification employee shall receive the amount they would receive if they assumed the position permanently, or fifty cents above their normal hourly compensation, whichever is less. If the employee works the position continuously for more than three weeks, the employee shall be paid at the rate they would receive if permanent.
Section 7.6. School Closures.
In the event of an unusual school or district closure due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Notification will be by radio announcement, television, internet and/or telephone. If the district fails to notify employees at least one (1) hour prior to shift start time, employees who are less than full time (260 days) shall receive one (1) hour pay at base rate.

Section 7.7. Callback Procedures.
Full-time (2,080 hour) employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at one and one-half (1½) times their regular hourly rate, and if more than four (4) hours are worked under such circumstances, the employee shall receive a minimum eight (8) hours pay and an appropriate lunch period. Callback procedure shall not apply to overtime worked contiguous with the regular work shift or to less than full-time employees.

Section 7.8. Overtime.
Extra and new additional hours of three (3) per day or less, and overtime, shall be distributed to employees at the site or school in accordance with the seniority provisions set forth in this Agreement, except in emergency situations or when the District determines that scheduling and/or program delivery prohibits distribution of additional hours by this method. In the assignment of overtime, extra and additional hours, the District agrees to provide the employee with as much advance notice as possible in the circumstances. Normally, employees designated to work overtime on days outside their regular work week will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences. Overtime assignments must have the prior approval of the supervisor. Overtime for Transportation Department personnel is covered in Article XVIII.

Section 7.8.1. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee’s base pay. All part-time employees (less than 2,080 hours) must work more than forty (40) hours during the workweek described in Section 7.1 to be eligible for overtime pay. Any employee required to work on a designated holiday shall be compensated double the employee’s regular hourly rate of pay. For the purposes of calculating overtime, holidays which fall on Monday through Friday, shall be considered as hours worked.

Section 7.8.2. Compensatory Time. Compensatory time may be accrued, subject to prior supervisory approval, by both 2,080 hour and less than 2,080 hour employees up to a limit of 240 hours. The District shall maintain records, and there must be reasonable expectation of the opportunity to expend such accrued compensatory time during the school year. Compensatory time shall be accrued at straight time or time and one-half, whichever is appropriate. Unused compensatory time shall be cashed out upon termination, retirement, or the September pay warrant, whichever occurs first.

Section 7.9. Non-Annual Employee Reasonable Assurance Notice. The District shall include the following information with each non-annual employee’s reasonable assurance notice: the employee’s projected work assignment location, the anticipated number of hours, and the projected date of return to work for the upcoming school year. Notices shall be issued
no later than June 15th. The District retains all rights to modify the assignment, hours, and date of return to work. The District will notify employees of any changes made in their projected assignments during the summer at least five (5) business days prior to the projected date of return to work in the fall, except bus drivers and in emergency situations as determined by the District.

Section 7.10. Conditions for Work Place Assignment for Paraeducators and Health Care Workers.
Nursing employee supervision: autonomy under nursing supervisor to protect licensure issues will be addressed at LMC on an individual basis.

Section 7.10.1.
The final minimum work hours assigned an employee for each school year shall be the first working day of October unless the employee had received subsequent notice of change. The work period for a school year shall be from September 1 through August 31.

Section 7.10.3.
Waiver days shall be used for professional development as scheduled by the District/PSE Professional Development Committee, as identified in Section 6.2.

Section 7.10.3.1.
Employees may petition to utilize classroom attendance hours in recognized college classes that are job related to fulfill waiver day. The principal or supervisor shall make a determination based upon the relevance of the class and the need to have the employee involved in other training opportunities. The decision of the principal/supervisor is final.

Section 7.10.4.
Opportunities for work may be offered by the site principal/supervisor to an employee during regular scheduled student vacation periods or other non student times. Such an offer must be made at least five (5) days before the scheduled work. However, an employee has the right to refuse the offered work during a vacation period that is included within the student calendar year without any loss of future hours.

Section 7.10.5.
All minimum work agreement hours as established by the first working day in October shall be worked and/or assigned and accepted by the employee by the last student day of a school year. Any remaining hours not worked or scheduled by the last student day will be deducted from the employee’s current work agreement, provided the employee has had the opportunity to fill those hours prior to the final student day of the school year. However, administrators may offer summer work to building Paraeducators and Health Care Workers by seniority. If no one accepts, the administrator may assign the hours by reverse seniority.

Section 7.10.6.
Training and professional development activities related to school improvement that are scheduled and offered to Paraeducators during periods of early dismissal for students and are funded by grants or other specifically targeted funds shall be considered additional hours. Such hours are above the minimum work agreement that is established on the first working day of October.
Section 7.11. Hours of Work and Overtime.
Employees who normally work 181 days or less may extend the work year by accepting specific program generated assignments outside the regular student calendar. Any benefit enhancements triggered by such assignments shall become effective upon commencement of the assignment.

Section 7.12.
Whenever possible, when a day lead custodian is absent the next ranking on-site responsible custodian shall be assigned to fill the day head custodian position. When this occurs, a substitute shall be hired to fill the vacancy created by the re-assignment of the next ranking on-site custodian.

Employees who decline to participate shall be disqualified from consideration for the balance of the semester. When leaves are projected to exceed fifteen (15) consecutive workdays, the vacancy shall be posted and offered to senior qualified custodians who have applied.

ARTICLE VIII
HOLIDAYS AND VACATIONS

Section 8.1. Holidays.
All employees shall receive the following paid holidays that fall within their work year:

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

Section 8.1.1. Additional Holidays.
Full-time employees (Employees scheduled to work 260 days including paid holidays) shall receive, in addition to the holidays specified in Section 8.1, the New Year's Eve Day as a paid holiday.

Section 8.1.2.
When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.
Section 8.2. Vacations. (Employees scheduled to work 260 days including paid holidays).

During the first through the fifth year of service with the School District, each full-time (12 months) employee shall be granted ten (10) days paid vacation per year. During the first year of employment, vacation will be prorated based on the employee’s FTE. Thereafter, paid vacation shall be granted as follows:

<table>
<thead>
<tr>
<th>Years Of Service</th>
<th>Days Of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>11</td>
</tr>
<tr>
<td>7</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>13</td>
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<tr>
<td>9</td>
<td>14</td>
</tr>
<tr>
<td>10</td>
<td>15</td>
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<tr>
<td>11</td>
<td>16</td>
</tr>
<tr>
<td>12</td>
<td>17</td>
</tr>
<tr>
<td>13</td>
<td>18</td>
</tr>
<tr>
<td>14</td>
<td>19</td>
</tr>
<tr>
<td>15</td>
<td>20</td>
</tr>
<tr>
<td>20</td>
<td>25</td>
</tr>
</tbody>
</table>

Section 8.2.1.
Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates for vacation.

Section 8.2.2.
Vacation benefits will be front loaded beginning September 1. Except as provided in the following sections, any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs. A specific vacation shall not exceed the employee’s one year’s, yearly accrual unless approved by the Superintendent.

Section 8.2.3.
The District will develop a vacation schedule by classification for twelve-month employees for the school year (September 1 through August 31) by August 1 of the prior school year. Full-time employees, in order of seniority, shall notify their supervisors of their desired utilization of vacation credit according to the vacation schedule, no later than August 31. In the event the District changes the schedule due to unforeseen work requirements, the employees will be notified at least two (2) months in advance of the changed schedule. No employee shall be denied accrued vacation benefits due to District employment needs. However, the District may cancel and reschedule a vacation due to a bona fide emergency. In such cases, the District will compensate the employee for any financial loss for tickets or reservations which they incurred as a result of the cancellation.

Section 8.2.4.
Full-time probationary employees may not utilize any vacation during the first 90 days of employment.
**Section 8.3. Vacations. (Less than 260 day Employees)**

Paid vacation for less than full-time (260 day) employees shall be contingent upon successful passage of the District's special levy. A double levy loss shall nullify the paid vacation commencing September 1 following the double levy loss, except that such nullification shall not apply to those employees at the top step of Schedule A.

**Section 8.3.1.**

Employees working less than 260 days shall be eligible for paid vacation based only on the employee's regular annual work shift hours. All paid vacation for less than 260 day employees shall be prorated based on the factor table shown below and the employee’s annual rate of pay. Vacation days will be calculated by multiplying the employee’s regular scheduled annual number of work days by the factor shown below which corresponds to that employee’s total years of service.

<table>
<thead>
<tr>
<th>Current Year of Service per Payroll Authorization</th>
<th>Full time # of days in a year</th>
<th>Maximum Holidays Available</th>
<th>Maximum Vacation Days Available</th>
<th>Actual Work Days of Full Time 1.0 FTE Employee</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>260</td>
<td>12</td>
<td>10</td>
<td>238</td>
<td>0.04202</td>
</tr>
<tr>
<td>6</td>
<td>260</td>
<td>12</td>
<td>11</td>
<td>237</td>
<td>0.04641</td>
</tr>
<tr>
<td>7</td>
<td>260</td>
<td>12</td>
<td>12</td>
<td>236</td>
<td>0.05085</td>
</tr>
<tr>
<td>8</td>
<td>260</td>
<td>12</td>
<td>13</td>
<td>235</td>
<td>0.05532</td>
</tr>
<tr>
<td>9</td>
<td>260</td>
<td>12</td>
<td>14</td>
<td>234</td>
<td>0.05983</td>
</tr>
<tr>
<td>10</td>
<td>260</td>
<td>12</td>
<td>15</td>
<td>233</td>
<td>0.06438</td>
</tr>
<tr>
<td>11</td>
<td>260</td>
<td>12</td>
<td>16</td>
<td>232</td>
<td>0.06897</td>
</tr>
<tr>
<td>12</td>
<td>260</td>
<td>12</td>
<td>17</td>
<td>231</td>
<td>0.07359</td>
</tr>
<tr>
<td>13</td>
<td>260</td>
<td>12</td>
<td>18</td>
<td>230</td>
<td>0.07826</td>
</tr>
<tr>
<td>14</td>
<td>260</td>
<td>12</td>
<td>19</td>
<td>229</td>
<td>0.08297</td>
</tr>
<tr>
<td>15-19</td>
<td>260</td>
<td>12</td>
<td>25</td>
<td>223</td>
<td>0.08772</td>
</tr>
<tr>
<td>20 and above</td>
<td>260</td>
<td>12</td>
<td>25</td>
<td>223</td>
<td>0.11211</td>
</tr>
</tbody>
</table>

Example: Paraeducator working 180 days per year with 7 years of service.
180 x 0.05085 = 9.15 days of earned vacation at their assigned daily hours.

**Section 8.3.2.**

Employees working less than 260 days shall not utilize vacation time during the regular school/work year and shall therefore receive a prorated payment for accrued vacation credit.

**Section 8.3.3.**

Payment for vacation shall be made monthly in equal installments beginning in September of each year.

**Section 8.4.**

Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final paycheck. The District shall have the right to deny payment for unused accrued vacation credit to those employees discharged for disciplinary reasons to the extent of
the District’s right to be reimbursed for expended but unearned vacation, sick leave, or other demonstrable costs.

**ARTICLE IX**

**LEAVES**

The District shall comply with all mandated Federal and State statutory leave laws.

**Section 9.1. Annual Leave.**

Each employee who works at least 180 work days shall be granted twelve days of annual leave per year based on the employee’s average of assigned hours per day. Employees who work less than 180 days or less than full time shall receive a pro-rated number of hours. Leave not taken shall accumulate from year to year. Annual leave shall be available to those employees hired for posted additional work outside of the employee’s regularly scheduled assignment. This is not to include extra trips assigned out of transportation.

**Section 9.1.1.**

Annual leave may be used for the following:

1. Personal illness or injury of the employee;
2. Doctor/dentist appointments for the employee;
3. Family illness and injury; To include the care of a child of the employee with a health condition that requires treatment or supervision, the care of a member of the employee’s immediate family (as defined by FMLA and/or State Statute), or a permanent member of the employee’s household who has a serious health condition or an emergency condition

**Section 9.1.2.**

Any employee absent for more than five consecutive workdays is required to submit a signed statement from a licensed medical practitioner to verify the need for absence. For more than ten cumulative days in any work year an employee may be required to provide a licensed medical practitioner’s verification for the absences.

**Section 9.1.3.**

An employee using annual leave for family illness or injury may be required to provide a verification for the absence from a licensed medical practitioner.

**Section 9.1.4.**

State approved annual buy back programs for accumulated annual leave shall be available to all eligible employees for annual buy back and for cash out in accordance with WAC 392-136-020 upon death, separation of service or retirement.
Section 9.1.5.
For those employees who are hourly workers, illness/injury benefits shall be paid on the basis of the base hourly rate applicable to the employee’s assigned hours at the time of the injury/illness.

Section 9.1.6.
After the third consecutive day of absence, the employee who qualifies for FMLA leave shall be placed on FMLA leave.

Section 9.1.7.
A release to return to work from the physician may be required depending on the nature of the illness or injury.

Section 9.1.8. Industrial Insurance.
In the event employees are absent for reasons which are covered by the Washington State Department of Labor and Industries, they shall complete the district form indicating the option of their choice regarding pay. If the employee chooses to receive compensation from the District the appropriate deduction will be taken from the employee’s leave balances.

Section 9.1.8.1.
While an employee is placed on long-term worker’s compensation leave defined as longer than six (6) months, no job transfers may take place unless mutually agreed upon by the association and the district.

Section 9.1.9. Sick Leave Credit.
Employees who have accrued illness and injury leave while employed by another public school district in the State of Washington shall be given credit for such accrued illness and injury leave upon employment by the District.

Section 9.2. Emergency Leave.
An emergency is defined for purposes of this leave as a suddenly precipitated situation involving the employee or the employee’s spouse, child or parents which is of such a nature that preplanning was not possible or where preplanning would not have relieved the necessity for the employee’s absence. The situation cannot be one of minor importance or of mere personal convenience but must be of a serious emergency nature.

Employees may utilize emergency leave for circumstances involving grandchildren where specialized medical treatments, hospitalizations, involvement with law enforcement or governmental agencies are involved.

Section 9.2.1.
Emergency leave must be approved by the superintendent/designee.

Section 9.2.2.
Emergency leave shall be deducted from the employee’s annual leave. Should the employee have no annual leave, then the emergency leave shall be deducted from the employee’s personal leave, then his/her vacation leave. If the employee has exhausted all available leave, then emergency leave shall be unpaid leave (salary deduction). Emergency leave shall be
compensated at the same rate as the employee would have received had the employee not taken
the leave and shall be deducted from illness and injury leave.

Section 9.3. Bereavement Leave.
The following provisions shall govern bereavement leave:

Section 9.3.1.
Up to five days for the death of the employee’s spouse, child, grandchild, great grandchild,
parent, step parent or parent substitute who meets the definition of loco parentis in WAC 357-
01-202.

Section 9.3.2.
Up to three days for the death of the employee’s immediate family - sister, brother,
grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, a permanent member
of the employee’s household, or a person of whom the employee is the sole financial support.

Section 9.3.3.
One day for the death of the employee’s brother-in-law or sister-in-law, aunt, uncle, niece or
nephew.

Section 9.3.3.1.
One day per year to attend the funeral of a close personal friend.

Section 9.3.4.
Bereavement leave as noted above must include the day of the funeral or memorial service.

Section 9.3.5.
Additional days for bereavement may be granted by the superintendent/designee.

Section 9.3.6.
Bereavement leave shall not be deducted from any employee leave benefits.

Section 9.4. Absenteeism.
Authorized absence will consist of only the items so designated in writing in this Agreement or reasons
mutually agreed upon by the employee and the District. Employees claiming sick leave benefits for
five (5) consecutive days or more must submit a written statement from their licensed medical
practitioner which states the reason(s) for absence and anticipated return to work date.

Section 9.4.1.
Two (2) or more unauthorized absences shall be a reason for the employee’s discharge.

Section 9.4.1.1. Unacceptable Absenteeism
Absences greater than the equivalent of 16 days in any period between September 1 and
August 31 shall be determined as unsatisfactory attendance and will be considered as
part of the evaluative process. Employees who miss greater than the equivalent of 16
days due to special circumstances including but not limited to, extended illness of
employee/family member, personal emergencies or approved leave of absence will not
be determined to have unsatisfactory attendance. Total days of absences will be
calculated by hours absent divided by shift length. Employees may exercise their right to attach additional information to their summative evaluation.

Section 9.4.2.
When an employee will be absent from work due to illness, or for any other reason, the employee shall give notice to the supervisor and/or designee (via the automated call system, etc.) as early as possible, but not later than one (1) hour prior to the beginning of the employee’s shift except in emergency situations.

Section 9.5. Parental Leave.
Covered under parental leave are maternity leave, paternity leave, adoptive leave and child care leave.

Section 9.5.1.
Maternity leave shall be dictated by the employee’s physician including leave prior to and after the birth of the child. Maternity leave shall be deducted from the employee’s available annual leave and shall be counted as FMLA leave for eligible employees.

Section 9.5.2.
Paternity leave shall be granted upon the birth of the employee’s child. Paternity leave shall be deducted from the employee’s available leave(s) and shall be counted as FMLA leave for eligible employees. For employees not eligible for FMLA leave, paternity leave shall be limited to 15 days in the 12 month period immediately following the birth of the child and shall be deducted from the employee’s available leave(s).

Section 9.5.3.
Adoptive leave shall be granted for eligible employees under FMLA guidelines. For employees not eligible for FMLA leave, adoptive leave shall be limited to 15 days in any 12 month time period and may be used for court/legal proceedings, home study or other processes related to the adoption of the child as well as care of the child upon placement. Adoptive leave shall be deducted from the employee’s available leave(s).

Section 9.5.4.
Childcare leave shall be granted upon the birth/adoption of a child for the period of time requested by the employee not to exceed 12 months. When possible, childcare leave shall be arranged at least 30 days in advance. The beginning and ending dates of the childcare leave shall be determined by the Executive Director, Human Resources after consultation with the employee and the site administrator. Childcare leave is unpaid leave.

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

Section 9.7. Personal Leave.
two (2) additional days per year shall be granted with no loss of pay. Personal leave is non-cumulative and shall not be deducted from illness and injury leave. Personal leave shall be utilized for personal and private matters that cannot be accomplished during the employee's assigned shift.
Section 9.7.1.
The employee shall not be required to state reasons for the leave beyond the term personal.

Section 9.7.1.1.
New employees beginning work after September 1 of any year will earn Personal leave as follows. Employees working one-half or more of the position work year will earn two (2) personal days, employees working less than one-half of the position work year will earn one (1) personal day for their first year of employment.

Section 9.7.2.
Personal leave may not be taken during the first or last week of school, and no more than five percent (5%) of the classification may be granted leave on the same day. Personal leave taken immediately prior to or following vacations, holidays, or other non-school days or to extend any other paid or unpaid leave days must be arranged at least thirty (30) days in advance.

Section 9.7.3.
Employees shall be reimbursed a stipend equal to three (3) days of regular salary for three (3) days of personal leave not used during the school year. The stipend shall be paid annually in September. The Association President, upon request, shall be provided a report documenting the reimbursement amount to the bargaining unit member.

Section 9.7.3.1.
Paraeducators and Specialized Support employees working in schools, whose regular assignment extends one (1) or more hours after students are released on the day before Thanksgiving, the last student day before Winter Break, and the last day of school will be allowed to leave one (1) hour after students are dismissed without loss of pay. All such time will be reported as Personal Leave on timesheets and cannot be used or exchanged for any other work dates.

Section 9.7.4.
Beginning with the second year of district service all 260 day per year employees shall receive a total of three (3) personal days per year, one of which must be taken during the school break times with at least two (2) weeks notice and supervisor’s approval. The first fractional year shall count as a year for purpose of this section only.

Section 9.7.4.1.
Employees working less than 260 days shall be eligible for three (3) personal day upon completion of 15 years’ service with the district.
Employees working 260 days shall be eligible for four (4) personal days upon completion of 15 years’ service with the district. At least two (2) of which must be taken during non-student attendance days.

Section 9.7.5.
The maximum number of employee personal leave days granted on any single day shall be limited to 5% of the employees in that classification. Personal leave may be extended to additional employees with approval from the human resources office. Personal leave requests made before August 31 for the ensuing year shall be approved in order of seniority on or before the first student day. Requests made after that date shall be on a first come-first served basis.
The district reserves the right to deny personal leave to transportation employees if all available licensed transportation employees are already being utilized.

Section 9.7.6.
Any employee who terminates employment shall receive payment for unused personal time prorated to their separation date with their final paycheck.

Section 9.8. Leave of Absence. – Uncompensated

Section 9.8.1.
Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. Leave of absence is leave without compensation. To request a leave of absence, the employee shall make his/her request in writing to his/her supervisor stating the reason for the leave of absence and the anticipated length of time the employee is asking for approved leave.

Section 9.8.1.1. Short Term Leave Without Pay
A short term leave of absence from 1 to 30 days may be granted after all other available leave has been exhausted. Such leave requests will be considered on a case-by-case basis, with the effect of the leave on the efficiency of the District’s operations considered. The decision to grant such requests shall consider input from the employee’s supervisor. Final decision will be at the discretion of the Executive Director of Human Resources and non-grievable. The employee has the right to appeal any denial to the Superintendent prior to the start of the proposed leave event. Leave taken under this section does not qualify for foregone compensation as provided for in HB2070.

Section 9.8.2.
An employee returning to work from a leave of absence not exceeding six (6) months will be assigned to the position occupied before the leave of absence, provided the employee returns within the time specified in the leave of absence. An employee hired to fill a position held by an employee on leave of absence will be subject to all rights and duties contained in this Agreement, except that seniority rights shall not accrue nor apply. If said employee is retained, following the temporary assignment, he/she will be subject to all rights and duties contained in this Agreement retroactive to the hire date. Temporary employees hired to fill a position held by an employee on leave of absence shall only receive benefits if the regular employee has exhausted all paid leave available and is no longer eligible for benefits unless eligible for benefits under the Affordable Care Act.

Section 9.8.3.
The employee will retain accrued illness and injury leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, illness and injury leave, and seniority shall not accrue while the employee is on leave of absence.
**Section 9.9. Attendance Incentive Program.**  
The District agrees to implement the provisions of RCW 28A.400.210 and WAC 392-136, the Attendance Incentive Program, and to adhere to any provisions of this law as changed by the Legislature or court decisions. This law is implemented in District Policy #3700.

**Section 9.10. Shared Leave.**  
The District and P.S.E. agree to implement RCW 28A.400.380 regulations pertaining to "Shared Leave." The District and the Association agree to participate in shared leave according to the terms of adopted Board policy and procedure #3705.

**Section 9.11. Military Leave.**  
Members of the United States military shall be granted all statutory leave in accordance with Federal and State laws associated with military leave.

**Section 9.12. Medical Related Unpaid Approved Leave.**  
All bargaining unit members not covered by FMLA, who have worked for the district for at least twelve (12) months shall be eligible for Medical Related Unpaid Approved Leave. Medical Related Unpaid Approved Leave will provide unit members up to twelve (12) workweeks of unpaid leave within a twelve (12) month period. Medical Related Unpaid Approved Leave can be taken for the same qualifying reasons as FMLA.

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**ARTICLE X**

**EVALUATION, PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

**Section 10.1. Performance Evaluation.**  
Each employee subject to the terms of this Agreement shall receive an annual performance evaluation. Such evaluation shall be conducted orally and in writing in the presence of the employee and shall be based upon the duties and responsibilities identified in the employee’s current written job description, to which the employee and the Association shall have access upon request.

During the evaluation process, the employee shall have the opportunity to discuss the contents of his/her evaluation with the administrator conducting the evaluation. The employee shall also have the right to attach a response to the evaluation which will then be placed in the employee’s personnel file. The employee shall be provided a copy of the annual evaluation.

All performance evaluations shall contain clear and specific criteria to be used in the evaluation which shall be predicated upon the appropriate job description. All evaluations shall include attainable goals for each position and a specific process for the attainment of those goals. The annual evaluation will be completed no later than five (5) days prior to the employee’s last work day for the year. The annual evaluation will be conducted by the site supervisor, building administrator or dean of students under the supervision of the building administrator. Evaluations of staff assigned out of the District Office will be conducted by the supervisor/administrator overseeing the program.
Section 10.1.1.
If an employee's performance is judged to be unsatisfactory after corrective steps, and the
supervisor has previously met with the employee regarding the performance in question, the
immediate supervisor shall arrange a conference with the employee. The conference shall
occur within ten (10) working days of the employee's notification of unsatisfactory
performance. The immediate supervisor shall discuss and reduce to writing specific items of
concern and prepare a performance improvement program.

Section 10.1.1.2.
While an employee is placed on a performance improvement program, no job transfers
may take place unless mutually agreed upon by the association and the district.

Section 10.1.2.
Employees judged unsatisfactory shall meet with the immediate supervisor no less than once
per month to review the employee's performance regarding identified deficiencies and the
performance improvement program.

Section 10.1.3.
It is agreed between the Association and the District that an employee may be removed from
the performance improvement program at any time performance deficiencies are corrected.
There is no specific length of time associated with a performance improvement program.

Section 10.2. Seniority Date.
The seniority of an employee within the bargaining unit shall be established as of the date on which the
employee began continuous daily bargaining unit employment as a regular employee in an open
position (hereinafter “seniority date”) unless such seniority shall be lost as hereinafter provided.
Beginning in 2001, when two (2) employees have the same seniority date, the person with the earliest
date stamped application received by Human Resources, will be the higher in seniority.

Section 10.3. Probationary Status.
Each new hire shall remain in a probationary status for a period of ninety (90) working days following
their hire date. During this probationary period, the District may discharge such employee at its
discretion. A 90 day evaluation will be done on each new employee.

Employees promoted to a higher rated position or hired into a new general job classification shall be
placed on probationary status not to exceed 45 days of actual work in the new position. If the District
exercises the probation option, such employee shall be returned to an existing equivalent position
(equivalent number of hours of work and pay). If no such open position exists, the employee will be
placed in permanent unassigned status and dispatched as a substitute until which time an appropriate
position is open. The District will consult with PSE should the probationary option be exercised prior
to finalizing the option.

Section 10.4.
Upon completion of the probationary period, the employee will be subject to all rights and duties
contained in this Agreement.
Section 10.5.
The seniority rights of an employee shall be lost for the following reasons:

A. Resignation;
B. Discharge for any reason contained in this Agreement;
C. Retirement; and
D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 10.6.
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 on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
C. Time spent on other authorized leaves;
D. Time spent in layoff status as hereinafter provided; or
E. Change in job classification within the bargaining unit, as hereinafter provided.
F. Seniority rights will not be lost for changing job classification within the bargaining unit for less than sixty (60) days (i.e., through day 59).

Section 10.7.
Seniority rights shall be effective within the general job classification. As used in this agreement, general job classifications are those set forth in Article I, Section 1.4. Employees applying to transfer to another job classification who meet the position qualifications shall be given first consideration and an interview. However, seniority provisions shall apply only to those employees currently within the job classification.

Section 10.8. Application of Seniority.

Section 10.8.1.
The employee with the earliest hire date shall have absolute preferential rights regarding vacation periods.

Section 10.8.2.
The employee with the earliest hire date shall have preferential rights regarding promotions, new or open assignments, overtime within the work area/building on a rotating basis, hours of work within a position, retention of hours during a restructuring, additional hours at the worksite, shift selection, and layoffs when ability, knowledge, skills, and performance are substantially equal with junior or new employees. Overtime rejected at the work area/building will be distributed by seniority. Employees assigned out of the District Office shall not be eligible for additional hours assigned by other work sites, except in extraordinary or emergency situations.

When necessary, ability, knowledge, and skills will be determined by objective assessments. If the District determines that seniority rights should not govern because a junior or new employee possesses ability, knowledge, skills, or performance greater than a senior employee, the District shall, upon request of the by-passed employee, set forth in writing to the employee and the P.S.E. President its reasons why the senior employee was by-passed.
Section 10.8.2.1. Paraeducator Assignment

Prior to finalizing initial paraeducator assignments for the current school year, supervisors will formally seek written paraeducator input as to preferences and strengths. This process shall take place prior to the end of the previous school year. Supervisors will consider input and seniority but retain the right to assign paraeducators to best meet student and District needs.

Section 10.8.2.2.

Human Resources will examine specific circumstances upon request to ensure compliance with this article and provide PSE a report of its findings.

Section 10.8.3.

Employees exercising their preferential seniority rights regarding shift selection may be evaluated within thirty (30) working days by the District. Continuance in the new shift assignment shall be subject to the evaluation, Articles V, VI, and/or XV, upon the request of either party.

Section 10.9.

Employees who change general job classifications within the bargaining unit shall retain their seniority (hire date) in the previous general job classification for a period of one (1) year; such retained seniority shall be utilized in cases of layoff only, notwithstanding that they have acquired a new seniority date (hire date) within the new general job classification. Seniority in the previous general job classification shall not accrue.

Section 10.10. Posting Open Positions/Assignments.

The District shall publicize exclusively within the bargaining unit, by written and electronic posting for a minimum of five (5) days, the availability of new or open Paraeducator positions and assignments (of more than three (3) hours) exclusive of classroom overload time, additional hours. All new and open transportation routes shall be posted. If additional hours (of three (3) hours per day or less) cannot be distributed to employees at the building or site in accordance with 7.8., then they will be posted as above. A copy of the posting shall be sent directly to the President of the Association. All postings shall include the appropriate job description. Overload support does not accrue benefits.

Section 10.11. Layoff Pool.

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

Section 10.12.

Employees on layoff status shall file their addresses in writing with the Human Resources office of the District and shall thereafter promptly advise the District in writing of any change of address. After twelve (12) months on layoff status, the employee shall notify the District of availability of employment.
Section 10.13.
An employee shall forfeit rights to reemployment as provided in Section 10.11 if the employee does
not comply with the requirements of Section 10.12, or if the employee does not respond to the offer of
reemployment within five (5) business days.

Section 10.14.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
accrued benefits; provided, that such employee is offered a position substantially equal to that held
prior to layoff.

ARTICLE XI
DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.
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.

Section 11.2. Notification to Non-Annual Employees.
This section is intended to be applicable to those employees whose duties necessarily imply less than
twelve (12) months (excluding vacations) work per year.

Section 11.2.1.
Should the District decide to discharge or lay off any non-annual employee, the employee shall
be so notified as soon as possible, and no later than June 15th.

Section 11.2.2.
Nothing contained herein shall be construed to prevent the District from discharging an
employee for acts of misconduct occurring after the expiration of the school year.

Section 11.2.3.
Nothing contained in this section shall in any regard limit the operation of other sections of this
Article.

Section 11.3.
Except in extraordinary cases, and as otherwise provided in this Article, the District will give
employees two (2) weeks notice of intention to discharge or layoff.

Section 11.4. Resignation of Employees.
Failure to give the District two (2) weeks notice on a voluntary or employee initiated resignation may
result in the loss of accumulated fringe benefits.
ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.
The District shall pay the same proportion per FTE employee towards the state-required retiree subsidy to the state health care authority as it does for any other bargaining unit. The district will pay the same contribution for health care benefits for each full time equivalent to the pool as it does for any other bargaining unit. For 2013-2014 that shall be $20.00 per month per FTE employee, in 2014-2015 that shall be $25.00 per month per FTE employee. For 2015-2016 the amount will be determined.

Section 12.1.1.
The District and PSE agree to comply with 2012 Washington Laws Ch. 3 (ESSB 5940), including ensuring each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum deduction each year will be set by the district benefits committee. The parties agree to comply with state and federal laws relating to school district employee benefits.

Section 12.2. Full-Time Equivalent Employees.
For the purpose of determining the District contribution for approved insurance plans, a full-time equivalent employee shall be considered 1.0 FTE if employed for 1,440 hours annually. For all other purposes, a full-time equivalent employee shall be considered 1.0 FTE only when they work 2,080 hours annually.

Section 12.3.
Any insurance dollars distributed through pooling, resulting in an overpayment, shall be refunded to the District.

Section 12.4.
If the monthly insurance contribution does not cover the employee's insurance premiums, the District shall deduct the difference from the employee's monthly salary to pay the total premium.

Section 12.5.
Optional insurance programs are available through the payroll deduction of an amount equal to the premium of the selected program or programs.

Section 12.5.1.
The Public School Employees of Monroe shall have representation on any District-established committee appointed to explore and examine insurance benefits. The number of representatives on the committee will be set by the District.

Section 12.6
It shall be the employee's responsibility to pay the premiums during the months they are on an approved uncompensated leave, except as the Family and Medical Leave Act, Policy 3702 and Section 13.5, may apply. Each employee shall follow District fiscal office procedures for paying the insurance premiums for the months they are on leave.
Section 12.7.
The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.8. T.S.A. Programs.
All employees shall be entitled to participate in District approved tax shelter annuity plans. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee’s salary.

Section 12.9. Industrial Insurance.
The District shall make required contributions for industrial insurance on behalf of all employees subject to this Agreement.

Section 12.10. Unemployment Compensation.
The District shall participate appropriately in an unemployment compensation fund requisite to providing unemployment benefits for all employees subject to this Agreement.

Section 12.11. Retirement System.
In determining whether an employee subject to this Agreement is eligible for participation in the Washington State School Employees’ Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

ARTICLE XIII
PROFESSIONAL GROWTH, DEVELOPMENT AND TRAINING

Section 13.1.
Employees attending training courses required by State regulations or District policy as a condition of continued employment will be paid by the District, portal-to-portal (from transportation site), at the employee’s regular rate of pay, plus any fee, tuition, or transportation costs. Portal-to-portal times will be in accordance with times as estimated by the District. All training courses must have prior District approval to qualify for payment or reimbursement of costs as determined by the District.

Section 13.2.
Employees required by Federal or State regulations or District policy, as a condition of continued employment, to become certified or examined or recertified or re-examined in any fashion, shall be fully reimbursed for any and all costs incurred. The District reserves the right to direct the scope, location, and/or facilities to be utilized pursuant to this section.

Section 13.3.
Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition will be paid by the District.
Section 13.4.
Transportation must be cleared with the supervisor so as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of:

A. Normal and reasonable expenses from the District Administrative Office to the training location and return, or
B. Normal and reasonable expenses from the employee’s principal residence to the training location and return, or
C. The District may provide transportation.

Section 13.5.
Para-educators who are placed through a university student placement program with the Monroe School District for the final student teaching assignment shall be eligible to receive their normal insurance benefits during the student teaching assignment. It is understood that the substitute for the para-educator will be ineligible for insurance benefits.

Section 13.6.
The District will provide an annual allocation of $5000 to be used for professional development purposes. The funds will be administered by the Professional Development Committee comprised of District and Association appointees. These professional development funds may not be carried over from year to year.

Section 13.7.
The parties agree to recognize the advantage of having cross-training opportunities for employees seeking to acquire skills related to other bargaining unit positions. Employees requesting training, who are approved by the district, shall be considered to be on their own time when they are participating outside of their normal employment hours. Employees providing training and/or direction with District approval shall be considered on the clock.

ARTICLE XIV
ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1.
Each employee subject to the Agreement who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 14.2.
All employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, will, as a condition of employment, become members in good standing of the Association within thirty (30) days of the hire day. Such employee will then maintain membership in the Association in accordance with the previous section.
**Section 14.3.**
The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing him/her as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount no greater than the regular monthly dues.

**Section 14.4.**
Nothing contained in this Agreement will require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee will pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee will furnish written proof to the Association each month that such payment has been made. If the employee and the Association cannot agree on such matter, it will be resolved by the Public Employment Relations Commission pursuant to Chapter 41.56.RCW.

**Section 14.5.**
Any employee who refuses to become a member of the Association in good standing, claim a bona fide religious objection or pay the service charge in accordance with the previous sections, will, at the option of the Association, be immediately discharged from employment by the District.

**Section 14.6. Political Action Committee**
The district shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. Section 14.7 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office, about the right to revoke the request. This section will become null and void if modified by law during the term of this agreement.

**Section 14.7. Hold Harmless**
The Union will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any checkoff of Union dues requirement that employees pay membership or representation fees to the Union or a charitable organization as a condition of employment, or voluntary political contributions.

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**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1.**
Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. All
days regarding the grievance procedure shall refer to "business days." A business day shall mean Monday through Friday, or the days on which the District Office is regularly open, exclusive of legal holidays. The Association shall have the right to initiate a grievance on behalf of a group of employees in a similar situation, subject to the terms of this Agreement. The employees will be identified in the grievance.

Section 15.2. Grievance Steps.

Section 15.2.1. Step 1.
Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion and at all subsequent meetings and discussions. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) business days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall have five (5) business days to respond to the employee regarding the alleged grievance. The employee and the supervisor may agree in writing to suspend the timeline of the grievance in order to refer it to the next regular scheduled Labor Management Committee meeting for potential resolution. Should such resolution not be met, the timeline would resume the day following the Labor Management Committee meeting.

Section 15.2.2. Step 2.
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee has five (5) business days after talking to the supervisor to move the grievance forward by putting it in writing and submitting it to the supervisor. A statement of the grievance shall contain the following:

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the Human Resources Office. The parties will have ten (10) business days from submission of the written statement of grievance to resolve it. A written statement, indicating the disposition of the grievance, shall be furnished to the aggrieved. If a mutually agreeable disposition has been made, the parties shall terminate the grievance in writing within ten (10) business days. The employee and the supervisor may agree in writing to suspend the timeline of the grievance to refer it to the next regular meeting of the Labor Management Committee for resolution. Should such resolution not be met, the timeline would resume the day following the Labor Management Committee meeting.

Section 15.2.3. Step 3.
If no settlement has been reached within the ten (10) business days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) business days to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) business days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The employee and the District Superintendent (or designee) may agree
in writing to suspend the timeline of the grievance to refer it to the next regular meeting of the Labor Management Committee for resolution. Should such resolution not be met, the timeline would resume the day following the Labor Management Committee meeting.

**Section 15.2.4. Step 4.**

If no settlement has been reached within the ten (10) business days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) business days to the District Board of Directors. After such submission, the parties will have thirty (30) business days from receipt of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

**Section 15.2.5. Step 5.**

For those grievances related to termination and/or suspension of pay for more than 20 days, if the grievance has not been resolved within thirty (30) days, referred to in the preceding subsection, the aggrieved employee or District may refer the dispute to final and binding arbitration. The aggrieved employee shall notify the District in writing of submission to arbitration within ten (10) working days after receipt of the Board's written response in Section 15.2.4.

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

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the matters specified on the grievance form. The arbitrator shall confine himself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him. The arbitrator's remedy shall be limited to “make whole remedies.” The decision of the arbitration shall be final and binding upon the aggrieved employee, the Association and the District.

The District and the Association shall share equally the arbitration fees and arbitrator's expenses. The District and the Association shall each pay their own legal fees.

**Section 15.2.5.1.**

Grievance discussions shall take place whenever possible on school time.

**Section 15.3.**

The Employer shall not discriminate against any individual employee or the Association for taking action under this Article, nor shall reprisals of any kind be taken by District Administration or their
representatives against any employee or against the Association for their participation in any grievance procedure. Neither the members of the bargaining unit nor representatives of the Association shall take retaliations or action against the District or its representatives or another employee in or out of the bargaining unit for their participation or non-participation in any grievance procedure.

Section 15.4.
It is the Association’s intent that grievants shall notify the association (president, grievance chairperson, field representative) as soon as possible of their intention to file a grievance.

ARTICLE XVI
TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1. Prior School Experience.
When an employee leaves one school district within the State and commences employment with the Monroe School District, the employee shall be granted longevity for the same Schedule A placement, vacation, and sick leave benefits as an employee in the District who has similar occupational status and total years of service.

Section 16.1.1.
Former Monroe employees who return to regular employment shall be treated the same as transfers from other Districts.

Section 16.1.2.
Former Monroe School District employees who return as substitute employees in a similar position within twenty-four (24) months of separation of service shall be placed in their former salary step. Once an employee returns as a substitute in a similar position, in order to retain this placement in the future, the employee must again return to substitute work within twenty-four (24) months.

Section 16.2. Non-School Experience.
New employees with non-Washington State Public School job experience comparable to the school position for which they are hired may be, at the District's discretion, placed on the appropriate step of Schedule A.

Section 16.3. Seniority Rights.
It is expressly understood that seniority rights are not transferable from other school districts or employers. Seniority in the Monroe School District begins with the "hire date" in the Monroe School District as defined in Section 10.1 and is not transferable between job classifications.
ARTICLE XVII

NO STRIKE AGREEMENT

Section 17.1.
There shall not be authorized any strike, slowdown, or any other stoppage of work by the Association, regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Association members occur, the Association shall immediately instruct its members to return to work. If the members of the Association do not resume work as required by this Agreement, immediately upon being so instructed, they shall be subject to discipline, including discharge.

ARTICLE XVIII

TRANSPORTATION DEPARTMENT

Section 18.1. Transportation – General
Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts shall be established in the Transportation classification in relation to routes and driving times requisite to fulfilling tasks as assigned by the Supervisor of Transportation.

Section 18.1.1. Bus Cleanup and Pre-Trip.
Bus drivers shall receive pay for one-half (½) hour per day for the purpose of all interior bus cleaning, warm-ups, and operational checks, and parent contacts, in addition to the actual driving time. In the event exterior washing and fueling is deemed necessary and so directed by the Supervisor of Transportation, drivers shall be compensated at their regular hourly rate for the additional time required.

Section 18.1.1.1. Drivers required to pre-trip more than one (1) vehicle per day will be compensated fifteen (15) minutes for each additional, required pre-trip. Drivers shall be expected to fuel, clean, and/or safety check during this time.

Section 18.1.2. Assigned Hours.
Driving time shall commence with departure from the bus garage and shall conclude upon arrival at the bus garage calculated to the nearest quarter (¼) hour of working time.

EXAMPLE: A route departing at 7:05 a.m. and scheduled for return at 9:05 a.m. would be paid an additional quarter (¼) hour if the arrival time was 9:13 a.m. The driver would not receive the additional quarter (¼) if the arrival was 9:12 a.m. Eight minutes into another quarter (¼) hour is the time needed to qualify for an additional quarter (¼) hour compensation.

All drivers with both an AM and PM run shall be guaranteed a minimum four hour day or twenty hour work week, provided this provision will not exceed ten drivers with less than four hours. Seniority shall determine application of this provision if necessary. Employees at their request may sign a waiver declining the guaranteed minimum hour provision.
**Section 18.1.2.1.**
Layover time shall be defined as 30 minutes or less between assignments and shall be paid at the driver’s basic salary rate of pay. Time in excess of 30 minutes between assignments is not eligible for compensation. All assignments shall begin and end at the bus garage.

**Section 18.1.2.2.**
McKinney Vento routes will be awarded to the most senior driver available to accept the work, or will be filled by a substitute for a period of two weeks to allow for route stabilization and consistency, prior to posting the route for final assignment.

**Section 18.1.3. Additional Hours.**
Additional hours will be assigned in the following manner:

1. **Daily substitute needs**: Interested drivers are to sign up in the designated location by 5:00 a.m. each day. Assignments will be made by seniority of those signing up.
   Cancellation of hours or if a driver declines assigned time shall not require re-assignment of work.

2. **Field trips** - Assigned as outlined in Section 18.3.2.

3. **Other additional work** – assigned by seniority from those responding to a general radio call out.

4. **Mountain Pass trips** – Beginning January 1, 2014 drivers must successfully complete a mountain incline driving training program prior to accepting any mountain pass trips. Training will be available through the transportation department on a sign-up basis. Training will be provided by seniority of those requesting training. The transportation supervisor with input from the driver trainer may waive mountain pass training for employees able to demonstrate prior mountain pass driving mastery. Mountain pass driving training will become part of the initial driver training program.

Any driver who loses one hour or more of regular time due to school closure or student non-attendance shall be assigned to any additional work ahead of normal sign-up procedures only on the day of the loss. If multiple drivers are involved, it shall be handled by seniority.” The definition of “hours worked” for the purposes of assigning additional hours beyond the driver’s regular assignment include hours worked + hours of sick leave + hours of personal leave.

**Section 18.1.3.1.**
Bus drivers who are at the transportation site or on an assigned bus run, and are asked to perform any work beyond their regular assigned work shift, will be paid for actual driving time and up to thirty (30) minutes if the time between assignments is contiguous to the end of a run or to the start of a scheduled run. Bus drivers asked to perform this additional work shall receive a minimum of thirty (30) minutes pay.

**Section 18.1.3.2.**
Bus drivers who are off the clock and are called back to work to perform work other than their normal work shift shall receive a minimum of one (1) hour of pay. The District shall have the option of paying continuous time in lieu of a minimum.
Section 18.1.3.3.
It is understood by all parties to this Agreement that any time not spent in actual driving
time for these extra assignments shall be directed by the District, and that the employee
shall be asked to perform other assigned tasks at the transportation site, provided said
tasks are within the normal scope of the driver’s job description and/or responsibilities.
In the event the driver refuses such additional tasks, the hours paid will be the actual
driving time.

Section 18.1.4. Staff Meetings.
Staff meetings may be called by the Transportation Supervisor for which employees shall be
paid at their normal rate of pay for all time in attendance. Mandatory staff meetings, or staff
development opportunities, may be called by the Transportation Supervisor as needed for
which employees shall be paid at their normal rate of pay for all time in attendance. Two (2)
day advance notice will be required for all staff meetings unless an emergency dictates less
notice. The Transportation Supervisor may excuse drivers from attendance at staff meetings.

Section 18.1.4.1. In-service training
The District shall identify the date of driver in-service training for the following year
prior to the last student day of the current calendar. Such date will be held during the
third (3rd) full week of August. It shall be the responsibility of the individual driver to
inform the transportation supervisor if alternate training needs to be obtained prior to
the last student day of the current year.

Section 18.1.5. Driver Definition:
Only classified employees, classified as bus drivers, meeting State requirements for a school
bus driver, shall be used to drive regularly scheduled runs or school buses (school buses
defined as any vehicle owned by the District, used to transport school children, and having a
seating capacity of more than ten (10) persons) unless an emergency should arise requiring the
use of other qualified drivers, as determined by the District.

Section 18.1.6. Absence Notification.
When a Transportation employee will be absent from work due to illness, or for any other
reason, the employee shall give notice to the dispatch office as early as possible, but not later
than 5:00 a.m. for morning routes, and one (1) hour prior to the beginning of all other routes
except in emergency situations.

Section 18.2. Regular Routes.
All transportation activities in support of the daily school curriculum shall be defined as regular routes.

Section 18.2.1. Route Assignment.
Drivers returning for the new school year will return to the route driven at the end of the previous year.
Due to demographic or programmatic changes, some routes may change. There will be an annual bid
scheduled no later than the second Monday in October. Prior to the annual bid, the Supervisor of
Transportation will assign routes temporarily, as necessary, by seniority, to begin the school year. Any
driver whose route has been eliminated or has been reduced shall have the opportunity to stay on that
route or be assigned by the Transportation Supervisor by seniority to any open route, or available
appropriate work. Once these temporary assignments are made, they will remain in effect until the
effective date of the newly bid routes. New routes will start no later than 5 days after the bid. Unless
the benefit factor increases all bus drivers will retain the benefit factor in place at the end of the
previous school year until new routes start after the annual bid of the new school year.

The Supervisor of Transportation shall publish five (5) working days prior to bid day, the District plan
for Transportation Department regular and special education routes. All routes will be bid in order of
seniority.

The District plan shall include the following information: route designation, routes to be driven,
assignments regarding pick-up and delivery and drive time.

The District will annually review the bidding process and route development with the Association prior
to bid documents being provided to drivers.

Section 18.2.2. Post Bidding Assignments.
Any route package that is open following bidding, and prior to the end of the student school
year shall have the AM/PM portion of the route posted and awarded on the basis of seniority.
Following this process, an open bid meeting will be convened within three working days. The
vacated route pieces and subsequent vacancies will be awarded by seniority to those persons
attending the open bid meeting. Those unable to attend the open bid meeting may participate
by electronic means or by telephone.

If the open route package is the result of a leave of absence of twenty (20) days or more, it shall
be posted and assigned on the basis of seniority only for the term of the leave of absence. The
manager of transportation will assign a temporary driver to the successful bidder’s route. The
AM/PM portion of a current driver’s route will be subbed in its entirety and the midday and
extended day routes will be subbed separately.

Section 18.3. Field Trips.
All other transportation activities shall be considered extra trips except as provided for in
Section 18.3.1.

Section 18.3.1. Assignment of Field Trips.
Field trips shall be assigned on a rotating seniority basis by the employer. If a trip that has been
assigned to and accepted by a driver from the rotating seniority list is eliminated after being
awarded, that driver will be assigned to the next unassigned trip.

In the event a trip assigned to a driver from the rotating seniority list is posted on the board and
canceled prior to being awarded, that driver will be assigned to the next unassigned trip,
provided no driver can accept additional work that would result in exceeding the forty-one (41)
hour rule.

Section 18.3.2.
Field trips will normally be posted at least twenty-four (24) hours prior to the time the trip is
assigned.

Because trips are not assigned until 2:30 p.m., any trip posted by 1:00 p.m. on the day the trip is
to be assigned will be considered a regular trip. Any trip received after 1:00 p.m. will be
considered a last minute trip and will be assigned from the last minute rotation list.
Section 18.3.3.
Interested drivers must sign their names on the Trip Board by 2:30 p.m. two (2) working days preceding departure of the trip to be eligible for those extra runs, except for those drivers who are unable to sign by the deadline because they are on an overnight trip. Those drivers may register their acceptance electronically to the dispatcher by 2:30 p.m.

After trips are posted, drivers may sign up for any or all trips on the board. Trips will then be assigned by seniority. The senior driver will be assigned the trip with the most hours.

Section 18.3.4.
If it becomes necessary to split a field trip after it is posted because of a shortage of drivers, buses, or other unforeseen circumstances, the field trip may be split between the eligible senior drivers who signed for the field trip.

Section 18.3.5.
If a driver declines to take a field trip run which has been tentatively assigned to them, the next unassigned eligible driver who has signed the regular Trip Board will be awarded the run. In cases where time does not permit contacting the next eligible driver, the supervisor shall assign the trip in the most equitable and expedient way possible. Unanticipated field trips (those with less than twenty-four (24) hours notice) will be offered on a rotating seniority basis but will not affect eligibility for the following day's runs.

Section 18.3.6.
If the time of a run is revised thirty (30) minutes or more within the same work day after the run is assigned to a driver, the driver will have the option of declining the run at the time of notification of the revision without penalty. Any driver who accepts the final assignment and then refuses to make the run where the time has not been revised more than thirty (30) minutes, shall forfeit his/her position in the next rotation cycle for field trips, if the District determines that a legitimate emergency is not the cause of the refusal. In the event a field trip is eliminated, the District will assign the affected driver other tasks in accordance with the provisions set forth in Section 18.1.3.3 for the amount of the lost regular route time.

Section 18.3.7.
If a field trip request received by the office is canceled within one (1) hour of scheduled departure, the driver will be allowed to complete his/her regular assignment if possible, or be assigned the equivalent hours of work lost.

Section 18.3.8.
Trip Boards will provide such information as date, destination, starting time from the garage, and approximate time for the run. The supervisor shall use the best information available to estimate the run time, which will serve as a guide for drivers interested in signing up for the field trip. Trip Boards will be posted in the Drivers' Room and will indicate which drivers were assigned which trips.

Section 18.3.9.
Drivers responsible for a regular route package may be released from their schedule or portion thereof to accept a field trip provided that the driver gains a minimum of one (1) hour of additional time over his/her regular assignment.
Section 18.3.10.
The District shall have the authority to bypass, in seniority order, any driver requesting a field
trip if that specific trip would cause the driver's weekly hours to exceed forty one (41) hours.

Section 18.3.11.
The District is committed to using the District fleet and District drivers whenever feasible.
When it is not possible to provide a bus/driver for a requested trip, the District shall have the
authority to subcontract the work with prior explanation to the PSE president. The District
shall use District drivers/fleet for the return portion of a trip when it is economically feasible to
cancel the charter for the return portion.

Section 18.4. Bus Driver Compensation.
Bus driver compensation shall be governed by the following provisions.

Section 18.4.1. Regular and Trips.
Drivers shall be compensated at the regular hourly rate for all regular routes and for actual
driving time on all trips including standby time. A double levy loss shall nullify this provision
for standby pay commencing September 1 of any year following the double levy loss except for
drivers on the top step of Schedule A (see Section 19.1.9.). The issue of standby pay will be a
subject of negotiations if there is a double levy loss.

Section 18.4.2. Standby Time.
Drivers shall be compensated for standby time, which is defined as the non-driving time
between the arrival and departure from the designated field trip destination. Prior to the field
trip, the driver will be informed by the Transportation Supervisor if they are to remain with the
bus at the destination or remain with the students.

Section 18.4.3. Overtime.
Overtime shall be compensated at one and one-half times the employee’s base pay for hours
that exceed 40 hours in one week.

Section 18.5. Overnight Trips.
The District shall attempt to schedule trips so that driving time does not exceed ten (10) hours per
twenty-four (24) hour day nor exceeds fifteen (15) hours total “on-duty” time per twenty-four (24) hour
day. Should an emergency occur as verified by the District so that his/her total ‘on-duty’ time exceeds
fifteen (15) hours in any one 24-hour day, the driver will be compensated at one and one-half (1½) the
hourly rate of pay for the additional time.

Section 18.5.1. Definitions.

Section 18.5.1.1. Driving Time.
Driving time is all transit time spent at the driving controls of a motor vehicle in
operation from point of beginning to point of destination.

Section 18.5.1.2. On-Duty Time.
On-duty time is from the time a person begins to work until he/she is relieved from
work and all related responsibility. On-duty time may be interrupted by periods of
non-duty time when the driver is released from duty by the trip supervisor. Drivers who
are required by the Transportation Supervisor or the designated trip supervisor to stay with their vehicle for security purposes shall not be considered to be off duty.

Section 18.5.1.3. Rate of Pay.
The rate of pay for overnight trips shall be the same as compensation outlined in Schedule A.

Section 18.5.2.
For overnight trips where driving time is less than eight (8) hours per day, the driver will be compensated for eight (8) hours driving time except on the last day of the trip, when no extended driving time will be allowed after returning home.

Section 18.5.3.
Drivers shall receive compensation for all hours worked on overnight trip assignments as outlined in Section 18.5.1.2.

Section 18.5.4.
The District shall not be responsible for compensation during meal times except in those instances when drivers are required, by the Transportation Supervisor or the designated trip supervisor, to remain with their vehicles during meal times.

Section 18.5.5.
Overnight trips will be assigned from a separate list based on seniority.

Section 18.5.6.
The district shall have the authority to bypass seniority provisions of the agreement to deny a driver’s request for an overnight trip if the overnight trip would cause the drivers weekly hours to exceed forty-one (41) hours. However, once a driver is assigned an overnight trip, that driver will be released from their regular assigned routes so that the driver’s weekly total hours, including the overnight trip, shall not exceed forty one (41) hours.

Section 18.5.7.
Whenever possible, overnight trips will be posted ten (10) days in advance of departure and assigned five (5) days in advance of departure.

Section 18.6. Transporting Handicapped Students.
Bus drivers who transport McKinney-Vento, special education, or disabled students whose morning or afternoon run is eliminated by student non-attendance shall have preferential rights for that day in order of seniority to substitute for any open or available regular or extra-curricular run. The District shall bump substitutes to accommodate employees with regular routes up to the time of actual departure. Drivers who cannot be provided alternative driving assignments shall be guaranteed time equivalent to their eliminated run up to a maximum of 2 hours. This guaranteed time shall be spent performing alternate transportation duties.

Scheduled student absences shall entitle the affected drivers to substitute priority, but not to guaranteed time.
Section 18.6.1.
All employees involved with transporting or assigned especially to working with medically
fragile or behaviorally disruptive students identified by the District shall receive appropriate
training and compensation for the time involved in the training at their regular hourly rate or
time and a half if they are over forty (40) hours per week.

Section 18.7: Bus Attendant.
Both parties have reviewed the flexible shift assignments for the Bus Attendant position and applicable
layover issues related to the position. The District and PSE agree to the following procedures for
establishing the work schedule.

A. The Bus Attendant starting time will be no more than 10 minutes after the conclusion of a
morning route if applicable. This allows for a flexible start time for morning route drivers who
may wish to substitute for or bid on a midday route.

B. There is no paid layover time between the driving assignment and the Bus Attendant
assignment.

ARTICLE XIX
SALARIES AND EMPLOYEE COMPENSATION

Section 19.1.
Employees shall be compensated in accordance with the provisions of this Agreement for all hours
worked. Each employee shall receive an accounting and itemization of authorized deductions as
shown on the statement of remittance.

Section 19.1.1. Salary Increases.
Effective September 1, 2016, all wages will be increased by 3.8% on Schedule A.
Effective September 2017, all wages will be increased by 2.5% on Schedule A or the State
authorized and funded percent increase, whichever is greater.

Effective September 1, 2018, all wages will be increased by 2.7% on Schedule A or the State
authorized and funded percent increase, whichever is greater.

Section 19.1.2.
Each year of this agreement all salaries on Schedule A shall be increased by any state
authorized cost of living percentage adjustments which may be provided. State authorized cost
of living adjustments are defined as increases or decreases that are identified specifically as
either a cost of living adjustment, salary reduction or salary restoration. Salary restoration only
becomes a pass through if salaries were previously reduced. State authorized cost of living
adjustments do not necessarily apply to all changes made by the state to the state allocation
formula for classified employees in the prototypical school funding model unless they meet the
definition in this section. If state authorized cost of living adjustments meeting the definition
are not spelled out as a percentage change in the state budget the district will calculate the
appropriate percentage. The district shall have the right to reopen Schedule A in the event of a
state salary reduction.

Section 19.1.3.
Step increases will be effective September 1 of each year.

Section 19.1.4.
In the event the District over compensates an employee for salary, fringe benefits, or other
compensation, it will be necessary to recover the difference in the amount paid beginning with
the next payroll period following discovery of the overpayment. All computations shall be
based on finalized State reports and will be made available to the employee and the President or
the Association.

Section 19.1.5.
Retroactive pay, where applicable, shall be paid on the next regular payday and in any case not
later than the second regular payday.

Section 19.1.6.
It is recognized that in the event the State Legislature implements classified salary compliance
during the term of this Agreement, the District and the Association agree to comply with such
regulations to ensure compliance.

Section 19.1.7.
Incremental steps, where applicable, shall take effect on September 1 of each year during the
term of this Agreement; provided, the employee has been actively employed continuously for at
least one-half (½) of the previous employment year.

Section 19.1.8.
Any employee that changes job positions within a classification shall receive payment on the
salary schedule at no less than the next higher rate of pay on Schedule A.

Section 19.1.9.
Any employee who changes job positions between general job classifications shall be
compensated at the Step 1 (lowest) rate of pay, subject to District recognition of all previous
applicable experience to a maximum of three (3) years.

Section 19.1.9.1.
Any employee who changes job positions between job classifications shall protect their
seniority for ninety (90) days, provided they indicate their desire to return to an open
position within their original classification. During the 90-day period the District at its
discretion may return the employee to their original position and hours. In either case
the employee would retain their seniority status in their original classification.

Section 19.1.10.
For purposes of calculating daily hours, time worked shall be rounded to the nearest
one-quarter (¼) hour. (A person must work eight (8) minutes into the quarter hour to round up
to the next quarter hour.)
Section 19.1.11.
A double levy loss will not nullify the terms of this Agreement for employees on the top step of
Schedule A.

Section 19.2. Clothing Allowance.
The District will reimburse up to $175.00 per full-time employee in the grounds/warehouse and
maintenance classification for the purpose of a clothing allowance. Custodial staff will be eligible for
up to $50.00 per full time employee.

Section 19.2.1.
Additionally, the District will establish a budget for each site for Paraeducators and other
employees needing protective clothing or equipment for inclement weather, damaging
chemicals, or for work with medically fragile students. The District and the Association agree
to jointly determine the needs of affected employees in Labor Management Committee
meetings.

Section 19.2.2.
The District will provide a $25 annual stipend for each bus attendant for the purpose of buying
an appropriate boot for bus washing. The stipend will be paid upon submission of a receipt

Section 19.3. Mechanic's Tool Allowance.
The District shall provide each mechanic a tool allowance of up to $400.00 per year to be used for
replacement and new tools. Reimbursement to the mechanic shall be made according to standard
District business office procedures. The parties stipulate that the tools referred to in this section are the
property of each individual mechanic.

Section 19.4. Travel Reimbursement.
Any employee required to travel from one site to another in the employee's private vehicle during
working hours shall be reimbursed for such travel on a per-mile basis at the IRS established rate. The
District shall make every reasonable attempt to provide such transportation in District owned vehicles.
Employees ineligible to drive district vehicles due to driving infractions are not eligible for
reimbursement.

Section 19.5. Overnight Travel Reimbursement.
Employees required to remain overnight on District business shall be reimbursed for room and board
expenditures according to Board of Director policy and current business office procedures.

Section 19.6. District Longevity Pay.
Employees shall receive a longevity salary increment according to the following provisions:

Section 19.6.1.
All longevity pay shall commence September 1 of each qualifying year and be paid in twelve
(12) equal payments.

Section 19.6.2.
Following completion of fifteen (15) years of district longevity service, employees shall receive
a longevity stipend of thirty dollars ($30.00) a month; following completion of twenty (20)
years, forty dollars ($40.00) a month; and following completion of twenty-five (25) years, fifty
dollars ($50.00) a month.

Effective September 1, 2015, district longevity shall be paid as follows:

<table>
<thead>
<tr>
<th>Years of District Service</th>
<th>Longevity Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon completion of ten (10) years of district service</td>
<td>$25.00 per month</td>
</tr>
<tr>
<td>Upon completion of fifteen (15) years of district service</td>
<td>$40.00 per month</td>
</tr>
<tr>
<td>Upon completion of twenty (20) years of district service</td>
<td>$55.00 per month</td>
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<tr>
<td>Upon completion of twenty five (25) years of district service</td>
<td>$70.00 per month</td>
</tr>
<tr>
<td>Upon completion of thirty (30) years of district service</td>
<td>$85.00 per month</td>
</tr>
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</table>

**Section 19.6.3.**
Continuation of longevity pay is contingent upon successful passage of the District's special
levies. A double levy loss shall nullify the longevity pay commencing September 1 following
the double levy loss, except for those employees on the top step of Schedule A.

**Section 19.7. Paraeducator Special Education Stipend**
Paraeducators whose regular required duties are to perform catheterization, toileting and feminine
hygiene, gastrostomy, or diapering of students, or paraeducators whose regular, required duties include
primary responsibility for students with IEP’s in formal District behavior support, preschool or life
skills programs or health room paraeducators who voluntarily receive specialized training in student
diabetes management, shall receive a one dollar ($1.00) per hour premium for all hours worked in
these programs. No individual shall receive more than one (1) one dollar ($1.00) per hour premium
under this section. No student shall generate more than one (1) per hour premium.

**ARTICLE XX**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 20.1. Length of Contract.**
The term of this Agreement shall be for the period September 1, 2016 through August 31, 2019.

**Section 20.2.**
All provisions of this Agreement shall be applicable to the entire term of this Agreement
notwithstanding its execution date, except as provided in the following section.

**Section 20.3. Reopening Limitations.**
This Agreement may be reopened and modified at any time during its term upon mutual consent, in
writing, of both parties. The Agreement may be reopened at the request of either party, in writing to
the second party, to consider the impact of any legislation recently enacted, judicial decision,
Superintendent of Public Instruction policy, State Board of Education action or double levy loss
following the implementation of this Agreement.
Section 20.3.1.
The union and/or the district shall have the right to open the contract at any time to deal with Health Insurance issues related to compliance with state or federal law and/or potential employee eligibility for subsidies or tax credits from the Federal government. The District agrees to cooperate with the union to the extent that the union requests do not cause the District to incur fines, taxes, sanctions or any substantial negative financial impact. Substantial shall mean a cost to the district of one thousand or more dollars which may include the value of staff time to implement such proposed change.

Section 20.4.
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected.

Section 20.5.
Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations.

Section 20.6.
In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 20.3.

Section 20.7.
This Agreement shall be closed during the length of the contract except as provided for in Section 20.3.

ARTICLE XXI

APPRENTICESHIP

Section 21.1.
All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this Agreement; except that the (WPSCEJATC) shall have jurisdiction to insure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council.

Section 21.1.1.
In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all parts of the approved standards, such apprentice waives contractual recourse through the grievance procedure, Article XIV.

Section 21.1.2.
The maximum approved ratio of apprentice to journey level employees shall be one-to-one. If, at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees shall be selected based upon seniority.
Section 21.2.
Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC of
journey status, the journey personnel shall receive an additional one dollar ($1.00) per hour provided
that the employee is in a position with responsibilities that are compatible with the skills earned in the
apprenticeship program. Those completing WPSCEJATC programs after April 10, 2008 shall be
eligible for the additional $1.00/hour

DEFINITIONS

Regular routes: To / from routes (am/pm), mid-days (kinders and pre-school) and extended day
routes. The student is going from home to school and from school to home.

Regularly Scheduled Program Shuttles (RSPS): Those regularly scheduled routes that are recurring
usually daily but may be weekly. The student is already at a school site. Examples: ROTC, Sno-Isle,
swim shuttle. The student is going from school to another site for a specialized program and then
returning to school.

Field Trips: Those sporadic routes usually for one-time events. Examples: Athletics, band trips,
pumpkin patch. The student is going to an event from school and then returning to school.

Driver’s Route package: After bidding, the regular route plus RSPS that an individual driver has
developed through the bidding process.

Layover time: Time between assignments. When 30 minutes or less the time is paid at regular rate of
pay.

Promotion: The movement to a higher hourly rate of pay of an individual either within a
classification or to another classification.

Position: Title name given to a job description, e.g., Lead Custodian.

Assignment: The place, hours, schedule, calendar given to a position within a classification.

Job: An activity or task performed by an employee in a position.

New/Open Position/Assignment: A personnel need determined by the District that has not been
assigned to an employee.

Shifts Starting and ending times:

First Shift range 6:00 AM to 4:00 PM
Second Shift range 2:00 PM to 12:00 AM
Third Shift range 10:00 PM to 8:00 AM

District Office as Building Site: The District Office is considered a work site for those employees
assigned to provide specialized services to students at other building sites.
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

MONROE CHAPTER

BY: Genelle Ackley, Chapter President

DATE: 11/28/16

MONROE SCHOOL DISTRICT #103

BY: Dr. Fredrika Smith, Superintendent

DATE: 12/8/16
SCHEDULE A
Monroe School District
September 1, 2016 – August 31, 2017

<table>
<thead>
<tr>
<th>SCHEDULE A</th>
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<th>2</th>
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<tr>
<td>CUSTODIAL</td>
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<tr>
<td>Custodian</td>
<td>$19.79</td>
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<td>Facility Use Attendant</td>
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<td>Skilled Grounds</td>
<td>$24.13</td>
<td>$24.54</td>
<td>$25.02</td>
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<tr>
<td>Warehouse</td>
<td>$24.13</td>
<td>$24.54</td>
<td>$25.02</td>
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<td>Seasonal Grounds Worker</td>
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<td>Skilled Maintenance-HVAC</td>
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<td>$30.56</td>
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<td>Skilled Maintenance</td>
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<td>Maintenance Worker</td>
<td>$20.31</td>
<td>$20.77</td>
<td>$21.20</td>
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<tr>
<td>Courier</td>
<td>$15.91</td>
<td>$16.39</td>
<td>$16.88</td>
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<tbody>
<tr>
<td>Skilled Mechanic</td>
<td>$24.61</td>
<td>$25.02</td>
<td>$25.50</td>
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<tr>
<td>Mechanic</td>
<td>$22.73</td>
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<td>$23.46</td>
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<td>Bus Driver – CDL</td>
<td>$20.72</td>
<td>$21.13</td>
<td>$21.50</td>
<td>$23.34</td>
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<tr>
<td>Dispatcher / Router</td>
<td>$23.89</td>
<td>$25.08</td>
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<td>Bus Service Person</td>
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<td>Bus Attendant</td>
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<tr>
<td>Student Monitor</td>
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<tbody>
<tr>
<td>Hispanic Liaison/Outreach Specialist/Success Coordinator</td>
<td>$19.22</td>
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<td>Native American Family Liaison</td>
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<td>$20.25</td>
<td>$23.04</td>
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<tr>
<td>Family Engagement Liaison</td>
<td>$18.17</td>
<td>$20.25</td>
<td>$23.04</td>
</tr>
<tr>
<td>Braillist/LPN/Interpreter</td>
<td>$21.21</td>
<td>$22.37</td>
<td>$24.46</td>
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<tr>
<td>Student Health Support</td>
<td>$18.74</td>
<td>$19.60</td>
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<td>Drug and Alcohol Counselor</td>
<td>$25.25</td>
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<tr>
<td>Registered Nurse</td>
<td>$28.55</td>
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<td>$34.25</td>
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<tbody>
<tr>
<td>Paraeducator</td>
<td>$15.91</td>
<td>$16.39</td>
<td>$16.88</td>
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<tr>
<td>Paraeducator – Highly Qualified</td>
<td>$16.65</td>
<td>$17.19</td>
<td>$17.68</td>
</tr>
<tr>
<td>Paraeducator - HQ-SpEd</td>
<td>$17.65</td>
<td>$18.19</td>
<td>$18.68</td>
</tr>
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<table>
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<tr>
<th>TECHNOLOGY</th>
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</thead>
<tbody>
<tr>
<td>Technology Support Technician</td>
<td>$26.48</td>
<td>$27.05</td>
</tr>
<tr>
<td>Network &amp; Telecommunication Technician</td>
<td>$27.29</td>
<td>$27.88</td>
</tr>
<tr>
<td>Help Desk Support</td>
<td>$17.19</td>
<td>$17.68</td>
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</table>

All salaries increased by 3.8% per CBA.
<table>
<thead>
<tr>
<th>Contract Reference</th>
<th>Description</th>
<th>Stipends or Additional Pay Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Third Shift Custodian</td>
<td>$.25 per hour above regular rate of pay</td>
</tr>
<tr>
<td></td>
<td>Maintenance Night Shift Differential</td>
<td>$.25 per hour above regular rate of pay</td>
</tr>
<tr>
<td></td>
<td>Driver Trainer</td>
<td>$1.00 above driver rate of pay</td>
</tr>
<tr>
<td></td>
<td>Bus Monitor</td>
<td>Paid at $.50 less than Paraeducator, Step 1</td>
</tr>
<tr>
<td>Section 19.7</td>
<td>HQ Special Education as defined in CBA</td>
<td>$1.00 per hour above HQ paraeducator</td>
</tr>
<tr>
<td></td>
<td>Lead Position Stipends: Determined by number of workers overseen</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Up to 1</td>
<td>$120.00 per month</td>
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<tr>
<td></td>
<td>2 to 4</td>
<td>$135.00 per month</td>
</tr>
<tr>
<td></td>
<td>5 or more</td>
<td>$150.00 per month</td>
</tr>
<tr>
<td></td>
<td>*The lead grounds stipend may vary due to seasonal workers</td>
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</tr>
<tr>
<td>Section 9.7.3.</td>
<td>Cash out up to three (3) personal days</td>
<td>Each day at employees regular rate</td>
</tr>
<tr>
<td>Section 19.2</td>
<td>Clothing Allowance - Grounds/ Warehouse, Maintenance</td>
<td>Up to $175.00</td>
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<tr>
<td>Section 19.2.2.</td>
<td>Bus Attendant - Boots</td>
<td>$25.00 annually</td>
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<tr>
<td>Section 19.3.</td>
<td>Mechanic Tool Allowance</td>
<td>Up to $400.00 annually</td>
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**SUMMARY CHART OF STIPENDS & ADDITIONAL PAY BEYOND SALARY SCHEDULES**

2016-17