

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**MONROE SCHOOL DISTRICT #103**  
AND  
**PUBLIC SCHOOL EMPLOYEES OF MONROE**

SEPTEMBER 1, 2016 – AUGUST 31, 2019



**Public School Employees of Washington/SEIU Local 1948**  
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1 **Section 1.3. Job Descriptions.**

2 The District agrees to provide job descriptions for all positions covered by this Agreement to the  
3 President of the local chapter. Job descriptions that are added or changed by the District, reflecting  
4 changes impacting the hours, wages, and working conditions of the employees under the scope of this  
5 Agreement will be made available to the President of the local chapter in advance of implementation.  
6

7 **Section 1.3.1.**

8 The district retains the management right to change existing job descriptions to comply with  
9 legal, technical and policy changes. Those changes that include significant revisions to hours,  
10 wages and working conditions and/or changes between seniority categories shall be presented  
11 at a Labor Management meeting prior to implementation. The union shall have the right to  
12 bargain wage revisions for changed positions.  
13

14 **Section 1.3.2.**

15 District job descriptions shall be clearly identifiable by either numerical code or date of  
16 adoption.  
17

18 **Section 1.3.3.**

19 Job descriptions for all bargaining unit positions shall be posted on the district website.  
20

21 **Section 1.4. Bargaining Unit Membership.**

22 The bargaining unit to which this Agreement is applicable shall consist of all classified employees as  
23 identified on Schedule A.  
24

25 **Section 1.4.1. Subcontracting.**

26 The District agrees that it will not subcontract bargaining unit work without complying with  
27 state law and consulting with the local unit officers and affected membership. The District will  
28 attempt to eliminate contracts and bring work back to the bargaining unit when it is  
29 economically feasible and advantageous to do so.  
30

31 **Section 1.4.2. Internships.**

32 The District and the Association hereby agree that periodically the District may wish to allow  
33 an individual who is a student at an accredited college or university or other recognized work  
34 training program to serve for a specified and limited period of time in the capacity of “intern”  
35 within a job classification that is subject to the terms and conditions of this Agreement.  
36

37 For purposes of this Agreement, an intern is defined as a non-bargaining unit member who  
38 temporarily follows or “shadows” a bargaining unit member in the workplace, but is not a  
39 District employee, is not subject to the terms and conditions of this Agreement, and is not  
40 financially or monetarily compensated in any way by the District. Further, an intern’s  
41 assignment is subject to the limits and parameters of an individually negotiated Memorandum  
42 of Understanding between the District and the Association which shall be executed prior to the  
43 beginning of the intern’s assignment.  
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45 The assignment of interns within any bargaining unit classification will be permitted only if the  
46 affected classification is operating outside of reduction-in-hours circumstances.  
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**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

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**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.

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**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.

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**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.

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**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

1 Association to the Board of Directors of the District or any other governmental body, group, or  
2 individual. The District shall take whatever action required, or refrain from such action, in order to  
3 assure employees that no interference, restraint, coercion, or discrimination is allowed within the  
4 District to encourage or discourage membership in any employee organization.

5  
6 **Section 3.2.**

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

10  
11 **Section 3.3.**

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

15  
16 **Section 3.4.**

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

19  
20 **Section 3.5.**

21 Neither the District, nor the Association, shall discriminate against any employee subject to this  
22 Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged  
23 veteran or military status, sexual orientation including gender expression or identity, the presence of  
24 any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a  
25 person with a disability with respect to a position, the duties of which may be performed efficiently by  
26 an individual without danger to the health or safety of the disabled person or others.

27  
28 **Section 3.6. Personnel Files.**

29 Employees shall, at reasonable times, have access to their personnel file and be provided single copies  
30 of pertinent materials upon request. Appointments for review of personnel files shall be made with the  
31 appropriate human resources administrator, or designee, who shall be present during the personnel file  
32 review. A notation as to the date, time, and location of each personnel file review shall be made and  
33 maintained in the personnel file. Any material relating to an employee's health or medical issues shall  
34 be maintained in a separate secure, confidential file to which only the superintendent or the  
35 superintendent's designee, shall have access once the material has been filed.

36  
37 **Section 3.6.1.**

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

40  
41 **Section 3.6.2.**

42 Any legitimate complaint made against an employee by any parent, student, or other person,  
43 will be called to the attention of the employee. Any complaint not called to the attention of the  
44 employee may not be used as the basis for any disciplinary action against the employee. No  
45 material of a derogatory nature shall be placed in an employee's personnel file without prior  
46 notification to the employee of the nature of the material. Employees shall have the  
47 opportunity to examine any and all such material before it is placed into his/her personnel file.



1 **Section 4.5.**

2 A total of six (6) days per year without loss of pay may be allocated to the President of the Association  
3 and/or designated representative to attend regional or state meetings when the purpose of those  
4 meetings is in the best interests of the District as determined by the Superintendent or designee.  
5

6 **Section 4.5.1.**

7 The District will bill the Association for substitute costs of members engaged in Association  
8 business during regular work time when approved by the Association President. If no sub is  
9 available, the Association will be charged overtime if it is accrued.  
10

11 **Section 4.6.**

12 During the term of this Agreement, the District shall provide upon request, to the President of the  
13 Association, information regarding each employee in the Association, such information to be limited to  
14 that information currently stored in the District's personnel system. The District will transmit  
15 electronic dues and membership information to the union.  
16

17 **Section 4.6.1.**

18 The Association and its individual members agree to indemnify and hold the District harmless  
19 from all claims arising from the release to the Association President of the data specified in  
20 Section 4.6 above.  
21

22 **Section 4.7.**

23 Representatives of the Association must make their presence known to the Superintendent, designee,  
24 or the site administrator and then shall have access to District premises during business hours to meet  
25 with District employees, provided no conferences or meetings between employees and Association  
26 representatives will in any way hamper or obstruct the normal flow of work.  
27

28 **Section 4.8. Bulletin Boards.**

29 The District shall provide bulletin board space in each school or work site for the use of the  
30 Association for Association business. The bulletins posted by the Association are the responsibility of  
31 the officials of the Association. Each bulletin shall be signed by the Association official responsible  
32 for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution  
33 or posting by employees or the Association of pamphlets, advertising, political matters, notices of any  
34 kind, or literature on District property, other than herein provided. Copies of all general membership  
35 bulletins, notices, memorandum, etc., posted on bulletin boards or distributed through the intra-district  
36 mail, shall be sent to the Superintendent.  
37

38 **Section 4.8.1.**

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

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

- 5
- 6 1. The Association may use the computers/network for bargaining group business in the same  
7 manner as PSE uses the District’s internal mail system including individual employee mail  
8 boxes and the District phone system including:
- 9
- 10 a. General meeting notification for general PSE and committee meetings;
  - 11 b. Information related to staff development opportunities;
  - 12 c. General newsletters and meeting minutes.
- 13
- 14 2. There are uses of the District’s communication systems, including the computer and  
15 network systems, however, that are not authorized and include specifically:
- 16
- 17 a. Political campaigning at any level;
  - 18 b. Discussion of job actions (strikes or walk-outs);
  - 19 c. Discussion of employee discipline issues;
  - 20 d. Issues prohibited by the Public Disclosure Commission.
- 21
- 22 3. Questions on the appropriateness of the use of communication systems should be directed  
23 to the Superintendent and/or the Executive Director of Human Resources.
- 24
- 25
- 26

27 **ARTICLE V**

28 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

29 **Section 5.1.**

30 It is agreed and understood that matters appropriate for consultation and negotiation between the  
31 District and the Association are the effects of hours, wages, grievance procedures, and general working  
32 conditions of employees in the bargaining unit subject to this Agreement.  
33  
34

35 **Section 5.2.**

36 It is further agreed and understood that the District will consult with the Association, and meet with the  
37 Association upon its request, in the formulation of any changes being considered in hours, wages, and  
38 working conditions.  
39

40 **Section 5.3.**

41 The Association will, from time to time, as appropriate, be advised of current and predicted workload  
42 information. The parties agree that two (2) weeks shall be the minimum lead time regarding work load  
43 information.  
44

1 **Section 5.4. Building Leadership Team.**

2 The district recognized the value of having classified staff on the Building Leadership Team. The PSE  
3 recognizes that the existing contract between the District and Monroe Education Association may limit  
4 the ability of a classified staff member to become a member of the BLT.

5  
6 **Section 5.4.1.**

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

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11 **ARTICLE VI**

12 **ASSOCIATION REPRESENTATION**

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15 **Section 6.1. Labor Management Committee.**

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

19  
20  
21 **Section 6.1.1.**

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

24  
25 **Section 6.1.2.**

26 The primary functions will be to:

- 27  
28 a. Deal with follow-up steps and interpretation issues stemming directly from current  
29 contract provisions.  
30 b. Make good faith efforts to resolve new issues between labor and management as they  
31 arise.  
32 c. Endeavor to find ways labor and management can cooperate on any matter of mutual  
33 concern.

34  
35 **Section 6.1.3.**

36 The Association’s representatives shall be accountable to the general membership. The  
37 District’s representative shall be accountable to the School Board of Directors.

38  
39 **Section 6.1.4.**

40 Committee membership shall be composed of:

41  
42

<u>For the Association</u>	<u>For the District</u>
President	Superintendent
Association chief negotiator/area representative	Chief negotiator and/or human resources director
1-3 board members	1-3 central office administrators
1 grievance representative	1 building principal

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1 Either party shall have the authority to expand the membership on the Committee for specific  
2 purposes.

3  
4 **Section 6.1.5.**

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

9  
10 **Section 6.2.**

11 The Association and the District shall have equal representation on a Professional Development  
12 Committee.

13  
14 **Section 6.3.**

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

17  
18 **Section 6.4.**

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

23  
24 **Section 6.4.1.**

25 This Committee shall be the only entity able to grant apprenticeship program approval for  
26 District employees.

27  
28 **Section 6.4.2.**

29 The Committee shall elect annually the Chair and Secretary. One shall be Labor and the other  
30 Management.

31  
32 **Section 6.4.3.**

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

35  
36 **Section 6.4.4.**

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

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## 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.

1 **Section 7.6. School Closures.**

2 In the event of an unusual school or district closure due to inclement weather, plant inoperation, or the  
3 like, the District will make every effort to notify each employee to refrain from coming to work.  
4 Notification will be by radio announcement, television, internet and/or telephone. If the district fails to  
5 notify employees at least one (1) hour prior to shift start time, employees who are less than full time  
6 (260 days) shall receive one (1) hour pay at base rate.

7  
8 **Section 7.7. Callback Procedures.**

9 Full-time (2,080 hour) employees called back on a regular workday, or called on the sixth (6th) or  
10 seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at one and one-half  
11 (1½) times their regular hourly rate, and if more than four (4) hours are worked under such  
12 circumstances, the employee shall receive a minimum eight (8) hours pay and an appropriate lunch  
13 period. Callback procedure shall not apply to overtime worked contiguous with the regular work shift  
14 or to less than full-time employees.

15  
16 **Section 7.8. Overtime.**

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

27  
28 **Section 7.8.1.**

29 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one  
30 and one-half (1½) times the employee's base pay. All part-time employees (less than  
31 2,080 hours) must work more than forty (40) hours during the workweek described in  
32 Section 7.1 to be eligible for overtime pay. Any employee required to work on a designated  
33 holiday shall be compensated double the employee's regular hourly rate of pay. For the  
34 purposes of calculating overtime, holidays which fall on Monday through Friday, shall be  
35 considered as hours worked.

36  
37 **Section 7.8.2. Compensatory Time.**

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

44  
45 **Section 7.9. Non-Annual Employee Reasonable Assurance Notice.**

46 The District shall include the following information with each non-annual employee's reasonable  
47 assurance notice: the employee's projected work assignment location, the anticipated number of  
48 hours, and the projected date of return to work for the upcoming school year. Notices shall be issued

1 no later than June 15th. The District retains all rights to modify the assignment, hours, and date of  
2 return to work. The District will notify employees of any changes made in their projected assignments  
3 during the summer at least five (5) business days prior to the projected date of return to work in the  
4 fall, except bus drivers and in emergency situations as determined by the District.

5  
6 **Section 7.10. Conditions for Work Place Assignment for Paraeducators and Health Care**  
7 **Workers.**

8 Nursing employee supervision: autonomy under nursing supervisor to protect licensure issues will be  
9 addressed at LMC on an individual basis.

10  
11 **Section 7.10.1.**

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

15  
16 **Section 7.10.3.**

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

19  
20 **Section 7.10.3.1.**

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

26  
27 **Section 7.10.4.**

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

33  
34 **Section 7.10.5.**

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

42  
43 **Section 7.10.6.**

44 Training and professional development activities related to school improvement that are  
45 scheduled and offered to Paraeducators during periods of early dismissal for students and are  
46 funded by grants or other specifically targeted funds shall be considered additional hours. Such  
47 hours are above the minimum work agreement that is established on the first working day of  
48 October.

1 **Section 7.11. Hours of Work and Overtime.**

2 Employees who normally work 181 days or less may extend the work year by accepting specific  
3 program generated assignments outside the regular student calendar. Any benefit enhancements  
4 triggered by such assignments shall become effective upon commencement of the assignment.  
5

6 **Section 7.12.**

7 Whenever possible, when a day lead custodian is absent the next ranking on-site responsible custodian  
8 shall be assigned to fill the day head custodian position. When this occurs, a substitute shall be hired  
9 to fill the vacancy created by the re-assignment of the next ranking on-site custodian.  
10

11 Employees who decline to participate shall be disqualified from consideration for the balance of the  
12 semester. When leaves are projected to exceed fifteen (15) consecutive workdays, the vacancy shall be  
13 posted and offered to senior qualified custodians who have applied.  
14  
15  
16

17 **ARTICLE VIII**

18 **HOLIDAYS AND VACATIONS**

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20  
21 **Section 8.1. Holidays.**

22 All employees shall receive the following paid holidays that fall within their work year:  
23

- |    |                                |                           |
|----|--------------------------------|---------------------------|
| 24 | 1. New Year's Day              | 7. Veterans' Day          |
| 25 | 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day       |
| 26 | 3. Presidents' Day             | 9. Day after Thanksgiving |
| 27 | 4. Memorial Day                | 10. Day before Christmas  |
| 28 | 5. Independence Day            | 11. Christmas Day         |
| 29 | 6. Labor Day                   |                           |

30  
31 **Section 8.1.1. Additional Holidays.**

32 Full-time employees (Employees scheduled to work 260 days including paid holidays) shall  
33 receive, in addition to the holidays specified in Section 8.1, the New Year's Eve Day as a paid  
34 holiday.  
35

36 **Section 8.1.2.**

37 When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When  
38 a holiday falls on Sunday, the following Monday shall be observed as the holiday.  
39  
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1 **Section 8.2. Vacations. (Employees scheduled to work 260 days including paid holidays).**

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

6

<u>Years Of Service</u>	<u>Days Of Vacation</u>
7 6	11
8 7	12
9 8	13
10 9	14
11 10	15
12 11	16
13 12	17
14 13	18
15 14	19
16 15	20
17 20	25

18

19

20 **Section 8.2.1.**

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

23

24 **Section 8.2.2.**

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

32

33 **Section 8.2.3.**

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

44

45 **Section 8.2.4.**

46 Full-time probationary employees may not utilize any vacation during the first 90 days of  
47 employment.



1 **Section 8.3. Vacations. (Less than 260 day Employees)**

2 Paid vacation for less than full-time (260 day) employees shall be contingent upon successful passage  
3 of the District's special levy. A double levy loss shall nullify the paid vacation commencing  
4 September 1 following the double levy loss, except that such nullification shall not apply to those  
5 employees at the top step of Schedule A.  
6

7 **Section 8.3.1.**

8 Employees working less than 260 days shall be eligible for paid vacation based only on the  
9 employee's regular annual work shift hours. All paid vacation for less than 260 day employees  
10 shall be prorated based on the factor table shown below and the employee's annual rate of pay.  
11 Vacation days will be calculated by multiplying the employee's regular scheduled annual  
12 number of work days by the factor shown below which corresponds to that employee's total  
13 years of service.  
14

Current Year of Service per Payroll Authorziation	Full time # of days in a year	Maximum Holidays Available	Maximum Vacation Days Available	Actual Work Days of Full Time 1.0 FTE Employee	Factor
1-5	260	12	10	238	0.04202
6	260	12	11	237	0.04641
7	260	12	12	236	0.05085
8	260	12	13	235	0.05532
9	260	12	14	234	0.05983
10	260	12	15	233	0.06438
11	260	12	16	232	0.06897
12	260	12	17	231	0.07359
13	260	12	18	230	0.07826
14	260	12	19	229	0.08297
15-19	260	12	20	228	0.08772
20 and above	260	12	25	223	0.11211

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31  
32  
33 Example: Paraeducator working 180 days per year with 7 years of service.  
34  $180 \times 0.05085 = 9.15$  days of earned vacation at their assigned daily hours.

35  
36 **Section 8.3.2.**

37 Employees working less than 260 days shall not utilize vacation time during the regular  
38 school/work year and shall therefore receive a prorated payment for accrued vacation credit.  
39

40 **Section 8.3.3.**

41 Payment for vacation shall be made monthly in equal installments beginning in September of  
42 each year.  
43

44 **Section 8.4.**

45 Any employee who is discharged or who terminates employment shall receive payment for unused  
46 accrued vacation credit with their final paycheck. The District shall have the right to deny payment for  
47 unused accrued vacation credit to those employees discharged for disciplinary reasons to the extent of

1 the District's right to be reimbursed for expended but unearned vacation, sick leave, or other  
2 demonstrable costs.

## 6 **ARTICLE IX**

### 8 **LEAVES**

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

#### 12 **Section 9.1. Annual Leave.**

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

#### 20 **Section 9.1.1.**

21 Annual leave may be used for the following:

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

#### 31 **Section 9.1.2.**

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

#### 37 **Section 9.1.3.**

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

#### 41 **Section 9.1.4.**

42 State approved annual buy back programs for accumulated annual leave shall be available to all  
43 eligible employees for annual buy back and for cash out in accordance with WAC 392-136-020  
44 upon death, separation of service or retirement.

1 **Section 9.1.5.**

2 For those employees who are hourly workers, illness/injury benefits shall be paid on the basis  
3 of the base hourly rate applicable to the employee's assigned hours at the time of the  
4 injury/illness.

5  
6 **Section 9.1.6.**

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

9  
10 **Section 9.1.7.**

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

13  
14 **Section 9.1.8. Industrial Insurance.**

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

19  
20 **Section 9.1.8.1.**

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

24  
25 **Section 9.1.9. Sick Leave Credit.**

26 Employees who have accrued illness and injury leave while employed by another public school  
27 district in the State of Washington shall be given credit for such accrued illness and injury leave  
28 upon employment by the District.

29  
30 **Section 9.2. Emergency Leave.**

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

36  
37 Employees may utilize emergency leave for circumstances involving grandchildren where specialized  
38 medical treatments, hospitalizations, involvement with law enforcement or governmental agencies are  
39 involved.

40  
41 **Section 9.2.1.**

42 Emergency leave must be approved by the superintendent/designee.

43  
44 **Section 9.2.2.**

45 Emergency leave shall be deducted from the employee's annual leave. Should the employee  
46 have no annual leave, then the emergency leave shall be deducted from the employee's  
47 personal leave, then his/her vacation leave. If the employee has exhausted all available leave,  
48 then emergency leave shall be unpaid leave (salary deduction). Emergency leave shall be

1 compensated at the same rate as the employee would have received had the employee not taken  
2 the leave and shall be deducted from illness and injury leave.

3  
4 **Section 9.3. Bereavement Leave.**

5 The following provisions shall govern bereavement leave:

6  
7 **Section 9.3.1.**

8 Up to five days for the death of the employee's spouse, child, grandchild, great grandchild,  
9 parent, step parent or parent substitute who meets the definition of loco parentis in WAC 357-  
10 01-202.

11  
12 **Section 9.3.2.**

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

16  
17 **Section 9.3.3.**

18 One day for the death of the employee's brother-in-law or sister-in-law, aunt, uncle, niece or  
19 nephew.

20  
21 **Section 9.3.3.1.**

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

23  
24 **Section 9.3.4.**

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

26  
27 **Section 9.3.5.**

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

29  
30 **Section 9.3.6.**

31 Bereavement leave shall not be deducted from any employee leave benefits.

32  
33 **Section 9.4. Absenteeism.**

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

38  
39 **Section 9.4.1.**

40 Two (2) or more unauthorized absences shall be a reason for the employee's discharge.

41  
42 **Section 9.4.1.1. Unacceptable Absenteeism**

43 Absences greater than the equivalent of 16 days in any period between September 1 and  
44 August 31 shall be determined as unsatisfactory attendance and will be considered as  
45 part of the evaluative process. Employees who miss greater than the equivalent of 16  
46 days due to special circumstances including but not limited to, extended illness of  
47 employee/family member, personal emergencies or approved leave of absence will not  
48 be determined to have unsatisfactory attendance. Total days of absences will be

1 calculated by hours absent divided by shift length. Employees may exercise their right  
2 to attach additional information to their summative evaluation.

3  
4 **Section 9.4.2.**

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

9  
10 **Section 9.5. Parental Leave.**

11 Covered under parental leave are maternity leave, paternity leave, adoptive leave and child care leave.

12  
13 **Section 9.5.1.**

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

17  
18 **Section 9.5.2.**

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

24  
25 **Section 9.5.3.**

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

31  
32 **Section 9.5.4.**

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

38  
39 **Section 9.6. Judicial Leave.**

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

44  
45 **Section 9.7. Personal Leave.**

46 Two (2) additional days per year shall be granted with no loss of pay. Personal leave is non-  
47 cumulative and shall not be deducted from illness and injury leave. Personal leave shall be utilized for  
48 personal and private matters that cannot be accomplished during the employee's assigned shift.

1 **Section 9.7.1.**

2 The employee shall not be required to state reasons for the leave beyond the term personal.

3  
4 **Section 9.7.1.1.**

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

9  
10 **Section 9.7.2.**

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

15  
16 **Section 9.7.3.**

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

21  
22 **Section 9.7.3.1.**

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

29  
30 **Section 9.7.4.**

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

35  
36 **Section 9.7.4.1.**

37 Employees working less than 260 days shall be eligible for three (3) personal day upon  
38 completion of 15 years' service with the district.

39 Employees working 260 days shall be eligible for four (4) personal days upon  
40 completion of 15 years' service with the district. At least two (2) of which must be  
41 taken during non-student attendance days.

42  
43 **Section 9.7.5.**

44 The maximum number of employee personal leave days granted on any single day shall be  
45 limited to 5% of the employees in that classification. Personal leave may be extended to  
46 additional employees with approval from the human resources office. Personal leave requests  
47 made before August 31 for the ensuing year shall be approved in order of seniority on or before  
48 the first student day. Requests made after that date shall be on a first come-first served basis.

1 The district reserves the right to deny personal leave to transportation employees if all available  
2 licensed transportation employees are already being utilized.

3  
4 **Section 9.7.6.**

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

7  
8 **Section 9.8. Leave of Absence. – Uncompensated**

9  
10 **Section 9.8.1.**

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

18  
19 **Section 9.8.1.1. Short Term Leave Without Pay**

20 A short term leave of absence from 1 to 30 days may be granted after all other available  
21 leave has been exhausted. Such leave requests will be considered on a case-by-case  
22 basis, with the effect of the leave on the efficiency of the District's operations  
23 considered. The decision to grant such requests shall consider input from the  
24 employee's supervisor. Final decision will be at the discretion of the Executive  
25 Director of Human Resources and non-grievable. The employee has the right to appeal  
26 any denial to the Superintendent prior to the start of the proposed leave event. Leave  
27 taken under this section does not qualify for foregone compensation as provided for in  
28 HB2070.

29  
30 **Section 9.8.2.**

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

41  
42 **Section 9.8.3.**

43 The employee will retain accrued illness and injury leave, vested vacation rights, and seniority  
44 rights while on leave of absence. However, vacation credits, illness and injury leave, and  
45 seniority shall not accrue while the employee is on leave of absence.

1 **Section 9.9. Attendance Incentive Program.**

2 The District agrees to implement the provisions of RCW 28A.400.210 and WAC 392-136, the  
3 Attendance Incentive Program, and to adhere to any provisions of this law as changed by the  
4 Legislature or court decisions. This law is implemented in District Policy #3700.

5  
6 **Section 9.10. Shared Leave.**

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

10  
11 **Section 9.11. Military Leave.**

12 Members of the United States military shall be granted all statutory leave in accordance with Federal  
13 and State laws associated with military leave.

14  
15 **Section 9.12. Medical Related Unpaid Approved Leave.**

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

21  
22  
23  
24 **ARTICLE X**

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

26  
27  
28 **Section 10.1. Performance Evaluation.**

29 Each employee subject to the terms of this Agreement shall receive an annual performance evaluation.  
30 Such evaluation shall be conducted orally and in writing in the presence of the employee and shall be  
31 based upon the duties and responsibilities identified in the employee's current written job description,  
32 to which the employee and the Association shall have access upon request.

33  
34 During the evaluation process, the employee shall have the opportunity to discuss the contents of  
35 his/her evaluation with the administrator conducting the evaluation. The employee shall also have the  
36 right to attach a response to the evaluation which will then be placed in the employee's personnel file.  
37 The employee shall be provided a copy of the annual evaluation.

38  
39 All performance evaluations shall contain clear and specific criteria to be used in the evaluation which  
40 shall be predicated upon the appropriate job description. All evaluations shall include attainable goals  
41 for each position and a specific process for the attainment of those goals. The annual evaluation will  
42 be completed no later than five (5) days prior to the employee's last work day for the year. The annual  
43 evaluation will be conducted by the site supervisor, building administrator or dean of students under  
44 the supervision of the building administrator. Evaluations of staff assigned out of the District Office  
45 will be conducted by the supervisor/administrator overseeing the program.



1 **Section 10.1.1.**

2 If an employee's performance is judged to be unsatisfactory after corrective steps, and the  
3 supervisor has previously met with the employee regarding the performance in question, the  
4 immediate supervisor shall arrange a conference with the employee. The conference shall  
5 occur within ten (10) working days of the employee's notification of unsatisfactory  
6 performance. The immediate supervisor shall discuss and reduce to writing specific items of  
7 concern and prepare a performance improvement program.

8  
9 **Section 10.1.1.2.**

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

12  
13 **Section 10.1.2.**

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

17  
18 **Section 10.1.3.**

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

22  
23 **Section 10.2. Seniority Date.**

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

29  
30 **Section 10.3. Probationary Status.**

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

34  
35 Employees promoted to a higher rated position or hired into a new general job classification shall be  
36 placed on probationary status not to exceed 45 days of actual work in the new position. If the District  
37 exercises the probation option, such employee shall be returned to an existing equivalent position  
38 (equivalent number of hours of work and pay). If no such open position exists, the employee will be  
39 placed in permanent unassigned status and dispatched as a substitute until which time an appropriate  
40 position is open. The District will consult with PSE should the probationary option be exercised prior  
41 to finalizing the option.

42  
43 **Section 10.4.**

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

1 **Section 10.5.**

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

- 3
- 4 A. Resignation;
  - 5 B. Discharge for any reason contained in this Agreement;
  - 6 C. Retirement; and
  - 7 D. Change in job classification within the bargaining unit, as hereinafter provided.
- 8

9 **Section 10.6.**

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

- 11
- 12 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
  - 13 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
  - 14 United States;
  - 15 C. Time spent on other authorized leaves;
  - 16 D. Time spent in layoff status as hereinafter provided; or
  - 17 E. Change in job classification within the bargaining unit, as hereinafter provided.
  - 18 F. Seniority rights will not be lost for changing job classification within the bargaining unit for
  - 19 less than sixty (60) days (i.e., through day 59).
- 20

21 **Section 10.7.**

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

27

28 **Section 10.8. Application of Seniority.**

29

30 **Section 10.8.1.**

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

33

34 **Section 10.8.2.**

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

43

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

1                   **Section 10.8.2.1. Paraeducator Assignment**

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

7  
8                   **Section 10.8.2.2.**

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

11  
12                  **Section 10.8.3.**

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

17  
18                  **Section 10.9.**

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

24  
25                  **Section 10.10. Posting Open Positions/Assignments.**

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

33  
34                  **Section 10.11. Layoff Pool.**

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

39  
40                  **Section 10.12.**

41                  Employees on layoff status shall file their addresses in writing with the Human Resources office of the  
42                  District and shall thereafter promptly advise the District in writing of any change of address. After  
43                  twelve (12) months on layoff status, the employee shall notify the District of availability of  
44                  employment.

1 **Section 10.13.**

2 An employee shall forfeit rights to reemployment as provided in Section 10.11 if the employee does  
3 not comply with the requirements of Section 10.12, or if the employee does not respond to the offer of  
4 reemployment within five (5) business days.

5  
6 **Section 10.14.**

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

10  
11  
12 **ARTICLE XI**

13 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

14  
15  
16  
17 **Section 11.1.**

18 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue  
19 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.  
20 If the District has reason to reprimand an employee, it shall be done in a manner which will not  
21 embarrass the employee before other employees or the public.

22  
23 **Section 11.2. Notification to Non-Annual Employees.**

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

26  
27 **Section 11.2.1.**

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

30  
31 **Section 11.2.2.**

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

34  
35 **Section 11.2.3.**

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

38  
39 **Section 11.3.**

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

42  
43 **Section 11.4. Resignation of Employees.**

44 Failure to give the District two (2) weeks notice on a voluntary or employee initiated resignation may  
45 result in the loss of accumulated fringe benefits.

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**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.

1 **Section 12.7.**

2 The District shall provide tort liability coverage for all employees subject to this Agreement.

3  
4 **Section 12.8. T.S.A. Programs.**

5 All employees shall be entitled to participate in District approved tax shelter annuity plans. On receipt  
6 of a written authorization by an employee, the District shall make the requisite withholding  
7 adjustments and deductions from the employee's salary.

8  
9 **Section 12.9. Industrial Insurance.**

10 The District shall make required contributions for industrial insurance on behalf of all employees  
11 subject to this Agreement.

12 **Section 12.10. Unemployment Compensation.**

13 The District shall participate appropriately in an unemployment compensation fund requisite to  
14 providing unemployment benefits for all employees subject to this Agreement.

15  
16 **Section 12.11. Retirement System.**

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

20  
21  
22  
23 **ARTICLE XIII**

24  
25 **PROFESSIONAL GROWTH, DEVELOPMENT AND TRAINING**

26  
27 **Section 13.1.**

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

33  
34 **Section 13.2.**

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

39  
40 **Section 13.3.**

41 Employees attending training courses or seminars requested by the employee and approved by the  
42 District will suffer no loss of regular salary if the course requires them to attend on their regular school  
43 employment time, but no salary payment will be made for any time an employee would not have  
44 regularly worked; however, expenses incurred for transportation and/or training course fees and tuition  
45 will be paid by the District.

1 **Section 13.4.**

2 Transportation must be cleared with the supervisor so as to pool rides as much as possible. Paid  
3 transportation expense allowed will be for the lesser of:

- 4
- 5 A. Normal and reasonable expenses from the District Administrative Office to the training
  - 6 location and return, or
  - 7 B. Normal and reasonable expenses from the employee's principal residence to the training
  - 8 location and return, or
  - 9 C. The District may provide transportation.
- 10

11 **Section 13.5.**

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

16

17 **Section 13.6.**

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

22

23 **Section 13.7.**

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

29

30

31

32 **ARTICLE XIV**

33 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

34

35

36 **Section 14.1.**

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

40

41 **Section 14.2.**

42 All employees subject to this Agreement who are hired at a time subsequent to the effective date of this  
43 Agreement, will, as a condition of employment, become members in good standing of the Association  
44 within thirty (30) days of the hire day. Such employee will then maintain membership in the  
45 Association in accordance with the previous section.

46

47

48

1 **Section 14.3.**

2 The parties recognize that an employee should have the option of declining to participate as a member  
3 in the Association, yet contribute financially to the activities of the Association in representing him/her  
4 as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the  
5 membership requirements of the previous sections of this Article, an employee who declines  
6 membership in the Association may pay to the Association each month a service charge as a  
7 contribution towards the administration of this Agreement in an amount no greater than the regular  
8 monthly dues.

9  
10 **Section 14.4.**

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

18  
19 **Section 14.5.**

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

23  
24 **Section 14.6. Political Action Committee**

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

32  
33 **Section 14.7. Hold Harmless**

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

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41 **A R T I C L E   X V**

42  
43 **G R I E V A N C E   P R O C E D U R E**

44  
45 **Section 15.1.**

46 Grievances or complaints arising between the District and its employees within the bargaining unit  
47 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
48 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. All



1 days regarding the grievance procedure shall refer to "business days." A business day shall mean  
2 Monday through Friday, or the days on which the District Office is regularly open, exclusive of legal  
3 holidays. The Association shall have the right to initiate a grievance on behalf of a group of  
4 employees in a similar situation, subject to the terms of this Agreement. The employees will be  
5 identified in the grievance.

6  
7 **Section 15.2. Grievance Steps.**

8  
9 **Section 15.2.1. Step 1.**

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

20  
21 **Section 15.2.2. Step 2.**

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

- 26  
27 A. The facts on which the grievance is based;  
28 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
29 C. The remedy sought.

30  
31 The employee shall submit the written statement of grievance to the immediate supervisor for  
32 reconsideration and shall submit a copy to the Human Resources Office. The parties will have  
33 ten (10) business days from submission of the written statement of grievance to resolve it. A  
34 written statement, indicating the disposition of the grievance, shall be furnished to the  
35 aggrieved. If a mutually agreeable disposition has been made, the parties shall terminate the  
36 grievance in writing within ten (10) business days. The employee and the supervisor may agree  
37 in writing to suspend the timeline of the grievance to refer it to the next regular meeting of the  
38 Labor Management Committee for resolution. Should such resolution not be met, the timeline  
39 would resume the day following the Labor Management Committee meeting.

40  
41 **Section 15.2.3. Step 3.**

42 If no settlement has been reached within the ten (10) business days referred to in the preceding  
43 subsection, and the Association believes the grievance to be valid, a written statement of  
44 grievance shall be submitted within five (5) business days to the District Superintendent or the  
45 Superintendent's designee. After such submission, the parties will have ten (10) business days  
46 from submission of the written statement of grievance to resolve it by indicating on the  
47 statement of grievance the disposition. If an agreeable disposition is made, all parties to the  
48 grievance shall sign it. The employee and the District Superintendent (or designee) may agree

1 in writing to suspend the timeline of the grievance to refer it to the next regular meeting of the  
2 Labor Management Committee for resolution. Should such resolution not be met, the timeline  
3 would resume the day following the Labor Management Committee meeting.  
4

5 **Section 15.2.4. Step 4.**

6 If no settlement has been reached within the ten (10) business days referred to in the preceding  
7 subsection, and the Association believes the grievance to be valid, a written statement of  
8 grievance shall be submitted within ten (10) business days to the District Board of Directors.  
9 After such submission, the parties will have thirty (30) business days from receipt of the written  
10 statement of grievance to resolve it by indicating on the statement of grievance the disposition.  
11 If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of  
12 Directors reserves the right to summon the employee for an oral statement of the grievance.  
13 The employee reserves the right to appear before the Board of Directors to explain the  
14 grievance. At any appearance before the Board of Directors, the employee may be  
15 accompanied by an Association representative or designee.  
16

17 **Section 15.2.5. Step 5.**

18 For those grievances related to termination and/or suspension of pay for more than 20 days, if  
19 the grievance has not been resolved within thirty (30) days, referred to in the preceding  
20 subsection, the aggrieved employee or District may refer the dispute to final and binding  
21 arbitration. The aggrieved employee shall notify the District in writing of submission to  
22 arbitration within ten (10) working days after receipt of the Board's written response in  
23 Section 15.2.4.  
24

25 Within ten (10) working days, the Association and the District shall mutually agree upon an  
26 arbitrator. If the parties fail to agree, a list of seven (7) qualified neutrals shall be requested by  
27 the aggrieved party from the American Arbitration Association (AAA). Within ten (10)  
28 working days after receipt of the list, the Association and the District shall alternately strike the  
29 names on the list, and the remaining name shall be the arbitrator. The party not seeking  
30 arbitration shall strike the first name.  
31

32 The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this  
33 Agreement in arriving at a decision of the issue or issues presented, and shall confine his  
34 decision solely to the matters specified on the grievance form. The arbitrator shall confine  
35 himself to the precise issues submitted for arbitration, and shall have no authority to determine  
36 any other issues not so submitted to him. The arbitrator's remedy shall be limited to "make  
37 whole remedies." The decision of the arbitration shall be final and binding upon the aggrieved  
38 employee, the Association and the District.  
39

40 The District and the Association shall share equally the arbitration fees and arbitrator's  
41 expenses. The District and the Association shall each pay their own legal fees.  
42

43 **Section 15.2.5.1.**

44 Grievance discussions shall take place whenever possible on school time.  
45

46 **Section 15.3.**

47 The Employer shall not discriminate against any individual employee or the Association for taking  
48 action under this Article, nor shall reprisals of any kind be taken by District Administration or their

1 representatives against any employee or against the Association for their participation in any grievance  
2 procedure. Neither the members of the bargaining unit nor representatives of the Association shall  
3 take retaliations or action against the District or its representatives or another employee in or out of the  
4 bargaining unit for their participation or non-participation in any grievance procedure.

5  
6 **Section 15.4.**

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

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11  
12 **ARTICLE XVI**

13  
14 **TRANSFER OF PREVIOUS EXPERIENCE**

15  
16 **Section 16.1. Prior School Experience.**

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

21  
22 **Section 16.1.1.**

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

25  
26 **Section 16.1.2.**

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

32  
33 **Section 16.2. Non-School Experience.**

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

37  
38 **Section 16.3. Seniority Rights.**

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

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**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 (1/2) 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 (1/4) 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 (1/4) hour if the arrival time was 9:13 a.m. The driver would not receive the additional quarter (1/4) if the arrival was 9:12 a.m. Eight minutes into another quarter (1/4) hour is the time needed to qualify for an additional quarter (1/4) 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.

1                   **Section 18.1.2.1.**

2                   Layover time shall be defined as 30 minutes or less between assignments and shall be  
3                   paid at the driver’s basic salary rate of pay. Time in excess of 30 minutes between  
4                   assignments is not eligible for compensation. All assignments shall begin and end at  
5                   the bus garage.  
6

7                   **Section 18.1.2.2.**

8                   McKinney Vento routes will be awarded to the most senior driver available to accept  
9                   the work, or will be filled by a substitute for a period of two weeks to allow for route  
10                  stabilization and consistency, prior to posting the route for final assignment.  
11

12                  **Section 18.1.3. Additional Hours.**

13                  Additional hours will be assigned in the following manner:

- 14                  1. **Daily substitute needs:** Interested drivers are to sign up in the designated location by  
15                  5:00 a.m. each day. Assignments will be made by seniority of those signing up.  
16                  Cancellation of hours or if a driver declines assigned time shall not require re-  
17                  assignment of work.
- 18                  2. **Field trips** -Assigned as outlined in Section 18.3.2.
- 19                  3. **Other additional work** – assigned by seniority from those responding to a general  
20                  radio call out.
- 21                  4. **Mountain Pass trips** – Beginning January 1, 2014 drivers must successfully complete a  
22                  mountain incline driving training program prior to accepting any mountain pass trips.  
23                  Training will be available through the transportation department on a sign-up basis.  
24                  Training will be provided by seniority of those requesting training. The transportation  
25                  supervisor with input from the driver trainer may waive mountain pass training for  
26                  employees able to demonstrate prior mountain pass driving mastery. Mountain pass  
27                  driving training will become part of the initial driver training program.  
28

29                  Any driver who loses one hour or more of regular time due to school closure or student non-  
30                  attendance shall be assigned to any additional work ahead of normal sign-up procedures only  
31                  on the day of the loss. If multiple drivers are involved, it shall be handled by seniority.” The  
32                  definition of “hours worked” for the purposes of assigning additional hours beyond the driver’s  
33                  regular assignment include hours worked + hours of sick leave + hours of personal leave.  
34

35                  **Section 18.1.3.1.**

36                  Bus drivers who are at the transportation site or on an assigned bus run, and are asked to  
37                  perform any work beyond their regular assigned work shift, will be paid for actual  
38                  driving time and up to thirty (30) minutes if the time between assignments is contiguous  
39                  to the end of a run or to the start of a scheduled run. Bus drivers asked to perform this  
40                  additional work shall receive a minimum of thirty (30) minutes pay.  
41

42                  **Section 18.1.3.2.**

43                  Bus drivers who are off the clock and are called back to work to perform work other  
44                  than their normal work shift shall receive a minimum of one (1) hour of pay. The  
45                  District shall have the option of paying continuous time in lieu of a minimum.  
46  
47  
48

1 **Section 18.1.3.3.**

2 It is understood by all parties to this Agreement that any time not spent in actual driving  
3 time for these extra assignments shall be directed by the District, and that the employee  
4 shall be asked to perform other assigned tasks at the transportation site, provided said  
5 tasks are within the normal scope of the driver's job description and/or responsibilities.  
6 In the event the driver refuses such additional tasks, the hours paid will be the actual  
7 driving time.

8  
9 **Section 18.1.4. Staff Meetings.**

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

16  
17 **Section 18.1.4.1. In-service training**

18 The District shall identify the date of driver in-service training for the following year  
19 prior to the last student day of the current calendar. Such date will be held during the  
20 third (3<sup>rd</sup>) full week of August. It shall be the responsibility of the individual driver to  
21 inform the transportation supervisor if alternate training needs to be obtained prior to  
22 the last student day of the current year.

23  
24 **Section 18.1.5. Driver Definition:**

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

30  
31 **Section 18.1.6. Absence Notification.**

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

36  
37 **Section 18.2. Regular Routes.**

38 All transportation activities in support of the daily school curriculum shall be defined as regular routes.

39  
40 **Section 18.2.1. Route Assignment.**

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

1 the benefit factor increases all bus drivers will retain the benefit factor in place at the end of the  
2 previous school year until new routes start after the annual bid of the new school year.

3  
4 The Supervisor of Transportation shall publish five (5) working days prior to bid day, the District plan  
5 for Transportation Department regular and special education routes. All routes will be bid in order of  
6 seniority.

7  
8 The District plan shall include the following information: route designation, routes to be driven,  
9 assignments regarding pick-up and delivery and drive time.

10  
11 The District will annually review the bidding process and route development with the Association prior  
12 to bid documents being provided to drivers.

13  
14 **Section 18.2.2. Post Bidding Assignments.**

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

21  
22 If the open route package is the result of a leave of absence of twenty (20) days or more, it shall  
23 be posted and assigned on the basis of seniority only for the term of the leave of absence. The  
24 manager of transportation will assign a temporary driver to the successful bidder's route. The  
25 AM/PM portion of a current driver's route will be subbed in its entirety and the midday and  
26 extended day routes will be subbed separately.

27  
28 **Section 18.3. Field Trips.**

29 All other transportation activities shall be considered extra trips except as provided for in  
30 Section 18.3.1.

31  
32 **Section 18.3.1. Assignment of Field Trips.**

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

36  
37 In the event a trip assigned to a driver from the rotating seniority list is posted on the board and  
38 canceled prior to being awarded, that driver will be assigned to the next unassigned trip,  
39 provided no driver can accept additional work that would result in exceeding the forty-one (41)  
40 hour rule.

41  
42 **Section 18.3.2.**

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

45  
46 Because trips are not assigned until 2:30 p.m., any trip posted by 1:00 p.m. on the day the trip is  
47 to be assigned will be considered a regular trip. Any trip received after 1:00 p.m. will be  
48 considered a last minute trip and will be assigned from the last minute rotation list.

1 **Section 18.3.3.**

2 Interested drivers must sign their names on the Trip Board by 2:30 p.m. two (2) working days  
3 preceding departure of the trip to be eligible for those extra runs, except for those drivers who  
4 are unable to sign by the deadline because they are on an overnight trip. Those drivers may  
5 register their acceptance electronically to the dispatcher by 2:30 p.m.  
6

7 After trips are posted, drivers may sign up for any or all trips on the board. Trips will then be  
8 assigned by seniority. The senior driver will be assigned the trip with the most hours.  
9

10 **Section 18.3.4.**

11 If it becomes necessary to split a field trip after it is posted because of a shortage of drivers,  
12 buses, or other unforeseen circumstances, the field trip may be split between the eligible senior  
13 drivers who signed for the field trip.  
14

15 **Section 18.3.5.**

16 If a driver declines to take a field trip run which has been tentatively assigned to them, the next  
17 unassigned eligible driver who has signed the regular Trip Board will be awarded the run. In  
18 cases where time does not permit contacting the next eligible driver, the supervisor shall assign  
19 the trip in the most equitable and expedient way possible. Unanticipated field trips (those with  
20 less than twenty-four (24) hours notice) will be offered on a rotating seniority basis but will not  
21 affect eligibility for the following day's runs.  
22

23 **Section 18.3.6.**

24 If the time of a run is revised thirty (30) minutes or more within the same work day after the  
25 run is assigned to a driver, the driver will have the option of declining the run at the time of  
26 notification of the revision without penalty. Any driver who accepts the final assignment and  
27 then refuses to make the run where the time has not been revised more than thirty (30) minutes,  
28 shall forfeit his/her position in the next rotation cycle for field trips, if the District determines  
29 that a legitimate emergency is not the cause of the refusal. In the event a field trip is  
30 eliminated, the District will assign the affected driver other tasks in accordance with the  
31 provisions set forth in Section 18.1.3.3 for the amount of the lost regular route time.  
32

33 **Section 18.3.7.**

34 If a field trip request received by the office is canceled within one (1) hour of scheduled  
35 departure, the driver will be allowed to complete his/her regular assignment if possible, or be  
36 assigned the equivalent hours of work lost.  
37

38 **Section 18.3.8.**

39 Trip Boards will provide such information as date, destination, starting time from the garage,  
40 and approximate time for the run. The supervisor shall use the best information available to  
41 estimate the run time, which will serve as a guide for drivers interested in signing up for the  
42 field trip. Trip Boards will be posted in the Drivers' Room and will indicate which drivers were  
43 assigned which trips.  
44

45 **Section 18.3.9.**

46 Drivers responsible for a regular route package may be released from their schedule or portion  
47 thereof to accept a field trip provided that the driver gains a minimum of one (1) hour of  
48 additional time over his/her regular assignment.



1 **Section 18.3.10.**

2 The District shall have the authority to bypass, in seniority order, any driver requesting a field  
3 trip if that specific trip would cause the driver's weekly hours to exceed forty one (41) hours.  
4

5 **Section 18.3.11.**

6 The District is committed to using the District fleet and District drivers whenever feasible.  
7 When it is not possible to provide a bus/driver for a requested trip, the District shall have the  
8 authority to subcontract the work with prior explanation to the PSE president. The District  
9 shall use District drivers/fleet for the return portion of a trip when it is economically feasible to  
10 cancel the charter for the return portion.  
11

12 **Section 18.4. Bus Driver Compensation.**

13 Bus driver compensation shall be governed by the following provisions.  
14

15 **Section 18.4.1. Regular and Trips.**

16 Drivers shall be compensated at the regular hourly rate for all regular routes and for actual  
17 driving time on all trips including standby time. A double levy loss shall nullify this provision  
18 for standby pay commencing September 1 of any year following the double levy loss except for  
19 drivers on the top step of Schedule A (see Section 19.1.9.). The issue of standby pay will be a  
20 subject of negotiations if there is a double levy loss.  
21

22 **Section 18.4.2. Standby Time.**

23 Drivers shall be compensated for standby time, which is defined as the non-driving time  
24 between the arrival and departure from the designated field trip destination. Prior to the field  
25 trip, the driver will be informed by the Transportation Supervisor if they are to remain with the  
26 bus at the destination or remain with the students.  
27

28 **Section 18.4.3. Overtime.**

29 Overtime shall be compensated at one and one-half times the employee's base pay for hours  
30 that exceed 40 hours in one week.  
31

32 **Section 18.5. Overnight Trips.**

33 The District shall attempt to schedule trips so that driving time does not exceed ten (10) hours per  
34 twenty-four (24) hour day nor exceeds fifteen (15) hours total "on-duty" time per twenty-four (24) hour  
35 day. Should an emergency occur as verified by the District so that his/her total 'on-duty' time exceeds  
36 fifteen (15) hours in any one 24-hour day, the driver will be compensated at one and one-half (1½) the  
37 hourly rate of pay for the additional time.  
38

39 **Section 18.5.1. Definitions.**

40 **Section 18.5.1.1. Driving Time.**

41 Driving time is all transit time spent at the driving controls of a motor vehicle in  
42 operation from point of beginning to point of destination.  
43

44 **Section 18.5.1.2. On-Duty Time.**

45 On-duty time is from the time a person begins to work until he/she is relieved from  
46 work and all related responsibility. On-duty time may be interrupted by periods of  
47 non-duty time when the driver is released from duty by the trip supervisor. Drivers who  
48

1 are required by the Transportation Supervisor or the designated trip supervisor to stay  
2 with their vehicle for security purposes shall not be considered to be off duty.

3  
4 **Section 18.5.1.3. Rate of Pay.**

5 The rate of pay for overnight trips shall be the same as compensation outlined in  
6 Schedule A.

7  
8 **Section 18.5.2.**

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

12  
13 **Section 18.5.3.**

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

16  
17 **Section 18.5.4.**

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

21  
22 **Section 18.5.5.**

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

24  
25 **Section 18.5.6.**

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

31  
32 **Section 18.5.7.**

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

35  
36 **Section 18.6. Transporting Handicapped Students.**

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

44  
45 Scheduled student absences shall entitle the affected drivers to substitute priority, but not to guaranteed  
46 time.

1 **Section 18.6.1.**

2 All employees involved with transporting or assigned especially to working with medically  
3 fragile or behaviorally disruptive students identified by the District shall receive appropriate  
4 training and compensation for the time involved in the training at their regular hourly rate or  
5 time and a half if they are over forty (40) hours per week.  
6

7 **Section 18.7: Bus Attendant.**

8 Both parties have reviewed the flexible shift assignments for the Bus Attendant position and applicable  
9 layover issues related to the position. The District and PSE agree to the following procedures for  
10 establishing the work schedule.  
11

- 12 A. The Bus Attendant starting time will be no more than 10 minutes after the conclusion of a  
13 morning route if applicable. This allows for a flexible start time for morning route drivers who  
14 may wish to substitute for or bid on a midday route.  
15  
16 B. There is no paid layover time between the driving assignment and the Bus Attendant  
17 assignment.  
18  
19  
20

21 **ARTICLE XIX**

22 **SALARIES AND EMPLOYEE COMPENSATION**

23 **Section 19.1.**

24 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
25 worked. Each employee shall receive an accounting and itemization of authorized deductions as  
26 shown on the statement of remittance.  
27  
28  
29

30 **Section 19.1.1. Salary Increases.**

31 Effective September 1, 2016, all wages will be increased by 3.8% on Schedule A.  
32 Effective September 2017, all wages will be increased by 2.5% on Schedule A or the State  
33 authorized and funded percent increase, whichever is greater.  
34

35 Effective September 1, 2018, all wages will be increased by 2.7% on Schedule A or the State  
36 authorized and funded percent increase, whichever is greater.  
37

38 **Section 19.1.2.**

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

1 appropriate percentage. The district shall have the right to reopen Schedule A in the event of a  
2 state salary reduction.

3  
4 **Section 19.1.3.**

5 Step increases will be effective September 1 of each year.

6  
7 **Section 19.1.4.**

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

13  
14 **Section 19.1.5.**

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

17  
18 **Section 19.1.6.**

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

22  
23 **Section 19.1.7.**

24 Incremental steps, where applicable, shall take effect on September 1 of each year during the  
25 term of this Agreement; provided, the employee has been actively employed continuously for at  
26 least one-half (1/2) of the previous employment year.

27  
28 **Section 19.1.8.**

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

31  
32 **Section 19.1.9.**

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

36  
37 **Section 19.1.9.1.**

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

43  
44 **Section 19.1.10.**

45 For purposes of calculating daily hours, time worked shall be rounded to the nearest  
46 one-quarter (1/4) hour. (A person must work eight (8) minutes into the quarter hour to round up  
47 to the next quarter hour.)  
48

1           **Section 19.1.11.**

2           A double levy loss will not nullify the terms of this Agreement for employees on the top step of  
3           Schedule A.

4  
5           **Section 19.2. Clothing Allowance.**

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

9  
10           **Section 19.2.1.**

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

16  
17           **Section 19.2.2.**

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

20  
21           **Section 19.3. Mechanic's Tool Allowance.**

22           The District shall provide each mechanic a tool allowance of up to \$400.00 per year to be used for  
23           replacement and new tools. Reimbursement to the mechanic shall be made according to standard  
24           District business office procedures. The parties stipulate that the tools referred to in this section are the  
25           property of each individual mechanic.

26  
27           **Section 19.4. Travel Reimbursement.**

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

33  
34           **Section 19.5. Overnight Travel Reimbursement.**

35           Employees required to remain overnight on District business shall be reimbursed for room and board  
36           expenditures according to Board of Director policy and current business office procedures.

37  
38           **Section 19.6. District Longevity Pay.**

39           Employees shall receive a longevity salary increment according to the following provisions:

40  
41           **Section 19.6.1.**

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

44  
45           **Section 19.6.2.**

46           Following completion of fifteen (15) years of district longevity service, employees shall receive  
47           a longevity stipend of thirty dollars (\$30.00) a month; following completion of twenty (20)

1 years, forty dollars (\$40.00) a month; and following completion of twenty-five (25) years, fifty  
2 dollars (\$50.00) a month.

3  
4 Effective September 1, 2015, district longevity shall be paid as follows:

5	6	Upon completion of ten (10) years of district service	\$25.00 per month
7	7	Upon completion of fifteen (15) years of district service	\$40.00 per month
8	8	Upon completion of twenty (20) years of district service	\$55.00 per month
9	9	Upon completion of twenty five (25) years of district 10 service	\$70.00 per month
11	10	Upon completion of thirty (30) years of district service	\$85.00 per month

12  
13 **Section 19.6.3.**

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

17  
18 **Section 19.7. Paraeducator Special Education Stipend**

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

26  
27  
28 **ARTICLE XX**

29  
30 **TERM AND SEPARABILITY OF PROVISIONS**

31  
32 **Section 20.1. Length of Contract.**

33 The term of this Agreement shall be for the period September 1, 2016 through August 31, 2019.

34  
35 **Section 20.2.**

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

38  
39 **Section 20.3. Reopening Limitations.**

40 This Agreement may be reopened and modified at any time during its term upon mutual consent, in  
41 writing, of both parties. The Agreement may be reopened at the request of either party, in writing to  
42 the second party, to consider the impact of any legislation recently enacted, judicial decision,  
43 Superintendent of Public Instruction policy, State Board of Education action or double levy loss  
44 following the implementation of this Agreement.  
45  
46  
47  
48



1 **Section 21.2.**

2 Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC of  
3 journey status, the journey personnel shall receive an additional one dollar (\$1.00) per hour provided  
4 that the employee is in a position with responsibilities that are compatible with the skills earned in the  
5 apprenticeship program. Those completing WPSCEJATC programs after April 10, 2008 shall be  
6 eligible for the additional \$1.00/hour  
7

8 **DEFINITIONS**

9  
10 **Regular routes:** To / from routes (am/pm), mid-days (kinders and pre-school) and extended day  
11 routes. The student is going from home to school and from school to home.  
12

13 **Regularly Scheduled Program Shuttles (RSPS):** Those regularly scheduled routes that are recurring  
14 usually daily but may be weekly. The student is already at a school site. Examples: ROTC, Sno-Isle,  
15 swim shuttle. The student is going from school to another site for a specialized program and then  
16 returning to school.  
17

18 **Field Trips:** Those sporadic routes usually for one-time events. Examples: Athletics, band trips,  
19 pumpkin patch. The student is going to an event from school and then returning to school.  
20

21 **Driver's Route package:** After bidding, the regular route plus RSPS that an individual driver has  
22 developed through the bidding process.  
23

24 **Layover time:** Time between assignments. When 30 minutes or less the time is paid at regular rate of  
25 pay.  
26

27 **Promotion:** The movement to a higher hourly rate of pay of an individual either within a  
28 classification or to another classification.  
29

30 **Position:** Title name given to a job description, e.g., Lead Custodian.  
31

32 **Assignment:** The place, hours, schedule, calendar given to a position within a classification.  
33

34 **Job:** An activity or task performed by an employee in a position.  
35

36 **New/Open Position/Assignment:** A personnel need determined by the District that has not been  
37 assigned to an employee.  
38

39 **Shifts Starting and ending times:**

40		
41	First Shift	range 6:00 AM to 4:00 PM
42		
43	Second Shift	range 2:00 PM to 12:00 AM
44		
45	Third Shift	range 10:00 PM to 8:00 AM
46		

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



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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

MONROE CHAPTER

MONROE SCHOOL DISTRICT #103

BY: Genelle Ackley  
Genelle Ackley, Chapter President

BY: Dr. Fredrika Smith  
Dr. Fredrika Smith, Superintendent

DATE: 11/28/16

DATE: 12-8-16

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**SCHEDULE A**  
**Monroe School District**  
**September 1, 2016 – August 31, 2017**

<b><u>CUSTODIAL</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Custodian	\$19.79	\$20.21	\$20.58	\$22.62
Facility Use Attendant	\$19.79			

<b><u>GROUNDS</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Skilled Grounds	\$24.13	\$24.54	\$25.02	\$27.26
Warehouse	\$24.13	\$24.54	\$25.02	\$27.26
Seasonal Grounds Worker	\$15.91	\$16.39	\$16.88	\$18.83

<b><u>MAINTENANCE</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Skilled Maintenance-HVAC	\$30.04	\$30.56	\$31.13	\$33.95
Skilled Maintenance	\$25.04	\$25.46	\$25.94	\$28.30
Maintenance Worker	\$20.31	\$20.77	\$21.20	\$23.13
Courier	\$15.91	\$16.39	\$16.88	\$18.83

<b><u>TRANSPORTATION</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Skilled Mechanic	\$24.61	\$25.02	\$25.50	\$27.80
Mechanic	\$22.73	\$23.11	\$23.46	\$25.82
Bus Driver – CDL	\$20.72	\$21.13	\$21.50	\$23.34
Dispatcher / Router	\$23.89	\$25.08	\$26.75	
Bus Service Person	\$19.01	\$19.38	\$19.77	\$21.65
Bus Attendant	\$15.91	\$16.39	\$16.88	\$18.83
Student Monitor	\$15.41			

<b><u>SPECIALIZED SUPPORT</u></b>	<b>1</b>	<b>2</b>	<b>3</b>
Hispanic Liaison/Outreach Specialist/Success Coordinator	\$19.22	\$21.46	\$24.54
Native American Family Liaison	\$18.17	\$20.25	\$23.04
Family Engagement Liaison	\$18.17	\$20.25	\$23.04
School Security Specialist	\$19.62	\$21.88	\$24.94
Braillist/LPN/Interpreter	\$21.21	\$22.37	\$24.46
Student Health Support	\$18.74	\$19.60	\$21.54
Drug and Alcohol Counselor	\$25.25	\$25.80	\$27.14
Registered Nurse	\$28.55	\$31.14	\$34.25

<b><u>PARAEDUCATORS</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Paraeducator	\$15.91	\$16.39	\$16.88	\$18.83
Paraeducator – Highly Qualified	\$16.65	\$17.19	\$17.68	\$19.62
Paraeducator - HQ-SpEd	\$17.65	\$18.19	\$18.68	\$20.62

<b><u>TECHNOLOGY</u></b>	<b>1</b>	<b>2</b>	<b>3</b>
Technology Support Technician		\$26.48	\$27.05
Network & Telecommunication Technician		\$27.29	\$27.88
Help Desk Support		\$17.19	\$17.68

All salaries increased by 3.8% per CBA.

**SUMMARY CHART OF STIPENDS & ADDITIONAL PAY BEYOND SALARY SCHEDULES**

**2016-17**

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