

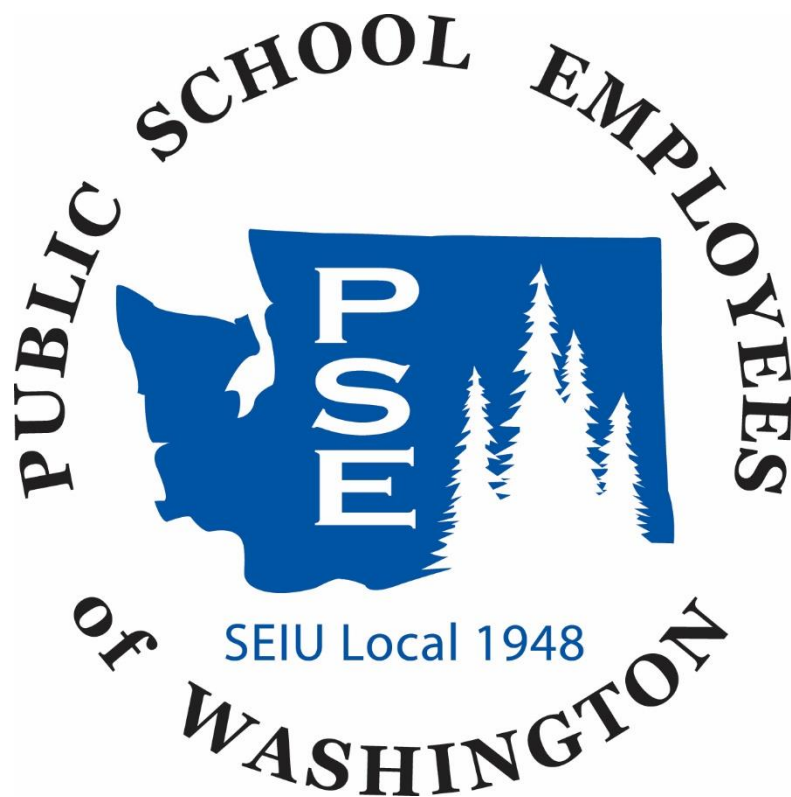
COLLECTIVE BARGAINING AGREEMENT BETWEEN

DAVENPORT SCHOOL DISTRICT #207

AND

PUBLIC SCHOOL EMPLOYEES OF DAVENPORT

SEPTEMBER 1, 2021 - AUGUST 31, 2024



Public School Employees of Washington/SEIU Local 1948

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P R E A M B L E

This Agreement is made and entered into between Davenport School District Number 207 (hereinafter "District") and the Public School Employees of Davenport School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

Use of Singular, Plural and Gender.

Unless the context of the use of a word indicates otherwise, each word used in the singular will include the plural, and each word used in the plural will include the singular, and all words indicating gender will include the masculine and the feminine without regard to the word actually used.

A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

The bargaining unit to which this Agreement is applicable is as follows: All classified employees in the following classifications: Paraeducators, Nutrition Service, Secretarial, Technology (Lib/Tech Specialist), Transportation, Building and Grounds.

Exempt positions include Business Manager, Plant Operations Supervisor, Student Assistant Specialist (counselor), Transportation Supervisor/Mechanic and the District Secretary.

Section 1.2.1. Substitutes and Temporary Employees.

Substitute and temporary employees who have worked one-sixth (1/6) of the preceding twelve (12) month period and are available for employment are considered to be members of the bargaining unit. The employees meeting these criteria will be entitled to only the following provisions after thirty (30) workdays: Schedule A, Article VII (Hours of Work), Article VIII (Overtime and Extra Time).

Temporary positions will be discontinued after thirty (30) workdays. No later than the thirty one (31) workday, the position will be posted as a regular position according to Article XII, Section 12.7. If and when it becomes necessary to delete the position after thirty-one (31) workdays, the least senior employee in the affected classification will be laid off according to this agreement. Temporary employees will be paid at Step One for the duration of their employment.

Temporary positions will be posted according to Section 12.7. If a current employee is awarded a temporary position, he/she will be returned to his/her original position at the conclusion of the temporary job. The employee's original position may be filled by a substitute. A current employee who fills a temporary job will be entitled to the provisions of the entire collective bargaining agreement including their experience step on Schedule A.

1 **Section 1.3. Exclusions.**

2 Nothing contained herein will be construed to include in the bargaining unit any person whose duties as
3 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of
4 Directors or Superintendent of the District pursuant to RCW 41.56.030(2).
5

6 **Section 1.4. Job Descriptions.**

7 Current descriptions for any positions subject to this Agreement will be ~~on file with~~ provided by the
8 District to the Association President and Secretary. Individual job descriptions will be given to each
9 employee. Modification of existing positions will be agreed upon by the District and the Association prior
10 to implementation. During the 2018-2019 school year a "Job Description" committee shall be formed,
11 and it will be comprised of equal number of District and Association representatives tasked with updating
12 the job descriptions on file for each position subject to this Agreement. Job descriptions for positions
13 subject to this Agreement shall be updated to reflect actual current duties of employees who currently
14 occupy those positions, and the updated job descriptions shall be effective on September 1, 2019. If
15 during the updating of current job descriptions, it is found that the employee currently occupying that
16 position is performing substantially more duties than are specified on the description, then that position's
17 wages will be reopened for negotiation.
18
19

20 **ARTICLE II**

21 **RIGHTS OF THE EMPLOYER**

22 **Section 2.1. Management Rights.**

23 It is agreed that the customary and usual rights, powers, functions, and authority of management are
24 vested in management officials of the District. Included in these rights in accordance with and subject to
25 applicable laws, regulations, and terms of this Agreement is the right to direct the work force, the right to
26 hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote,
27 or take other disciplinary action against employees, and the right to release employees from duties because
28 of lack of work or for other legitimate reasons. The District will retain the right to maintain efficiency of
29 the District operation by determining the methods, the means, and the personnel by which operations
30 undertaken by the employees in the bargaining unit are to be conducted.
31
32

33 **Section 2.2. Rule Making.**

34 The right to make reasonable rules and regulations will be considered acknowledged functions of the
35 District. In making rules and regulations relating to personnel policies, procedures and practices, and
36 matters of working conditions, the District will give due regard and consideration to the rights of the
37 Association and the employees and to the obligations imposed by this Agreement.
38
39
40
41

42 **ARTICLE III**

43 **RIGHTS OF THE EMPLOYEES**

44 **Section 3.1. Rights to Join and Assist.**

45 It is agreed that all employees within the bargaining unit as defined herein will have and will be protected
46 in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
47
48

1 The freedom of such employees to assist the Association will be recognized as extending to participation
2 in the management of the Association, including presentation of the views of the Association to the Board
3 of Directors of the District or any other governmental body, group, or individual. The District will take no
4 action either to encourage or discourage membership or participation in any employee organization.
5

6 **Section 3.2. Disciplinary Representation.**

7 Employees subject to this Agreement have the right to have an Association representative or another
8 bargaining unit member present at discussions between themselves and supervisors or other District
9 personnel if the employee believes the discussion to be of a disciplinary nature or the discussion could
10 affect the employee's personal working conditions.
11

12 **Section 3.3. Evaluations.**

13 The employee's immediate supervisor on an annual basis evaluates each employee's performance.
14 Performance evaluations will fairly and accurately reflect the employee's actual job performance. The
15 form developed by the local Association and the District will be used.
16

17 **Section 3.3.1.**

18 All performance evaluations reflecting an unsatisfactory level of performance in one or more
19 categories will state specific reasons for the unsatisfactory rating and the remedial action that is to
20 be taken by the employee to remedy the problem, including any specific training that will be made
21 available by the District. The employee's performance in the unsatisfactory category will be
22 reviewed in thirty (30) workdays or until there is a decision made at the District level to
23 discontinue the remedial plan. In any case, the employee will have no less than thirty (30)
24 workdays to correct the deficiency. The employee may have an Association representative present
25 during the reviews. A written statement of the progress and/or correction of the unsatisfactory
26 performance will be attached to the evaluation.
27

28 **Section 3.4. Association Leave.**

29 Six (6) days of paid leave will be granted to the Association. Two (2) days will be available for
30 Association business such as but not limited to: grievance processing and PSE meetings. Two (2) days
31 will be available for work related to collective bargaining. Two (2) days will be available to attend to
32 Association business on a State or Regional level. The Association will pay for the cost of substitutes
33 should any be necessary to replace the absent employee.
34

35 **Section 3.5. Letter of Assurance/Non-Assurance.**

36 Each employee will receive a letter of assurance or non-assurance as per Employment Security
37 Guidelines for the next school year from the District on or before June 1st. The letter of assurance will
38 state the date the employee will return to work and the estimated number of hours per day of work.
39

40 **Section 3.6. Equal Opportunity and Nondiscrimination.**

41 The district will provide equal employment opportunity and treatment for all applicants and staff
42 according to RCW 49.60.030 and School Board Policy 5001.
43

44 **Section 3.7. Harassment/Intimidation.**

45 The parties are committed to a safe and civil educational environment for all students, employees,
46 parents/legal guardians, volunteers, and community members that is free from harassment, intimidation
47 or bullying. The parties agree to follow Board Policies 3205, 3207 and Procedure 5011. These policies
48 and procedures can be found on the School District website and in the Employee Handbook.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Association to Represent Employees.

The Association has the right and responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern either orally to the Superintendent or supervisor, or in writing to the Superintendent or Board of Directors; to consult or to be consulted with respect to formulation, development, and implementation of practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the units.

Section 4.2. Notification of Disciplinary Actions.

The Association will be promptly notified by the District of any disciplinary actions concerning any employee in the bargaining unit in accordance with the provisions of Article XV and Article XX. The Association is entitled to have an observer at formal hearings conducted by any District official or body arising out of grievance and to make known the Associations views concerning the matter.

Section 4.3. New Hires.

The District will provide new employees with a copy of this Agreement at the time of hire, which copies are to be furnished to the District by the Association.

Section 4.3.1. New Employee Orientation (NEO).

An integral part of each employee's tenure with the employer is understanding of this Agreement and the role of the Association in the employment setting. As such, each new employee, as part of his/her orientation shall be provided an opportunity to attend a one (1) hour session where they will receive an overview of the Association and this Agreement. The parties agree that it is highly beneficial for all bargaining unit employees to receive a comprehensive new employee orientation as soon as possible, but no later than ninety (90) days from the employee's hire date.

The Association orientation session will be conducted by representatives designated by the Association. The District's representative(s) will be absent from the room during this section of the new employee orientation. The Association will provide the District with copies of all materials which will be distributed during this session.

Section 4.3.2.

New hires will be reported to PSE Field Representative and the Chapter President on a monthly basis.

Section 4.4. Names Reported to PSE.

The Employer will provide PSE Upon request a bargaining unit list transmitted electronically to membership@pseofwa.org and chapter Field Representative, Membership Officer (or other chapter officer if there is no Membership Officer), containing the latest information on file of every bargaining unit employee's: name; employee number; classification; job title; work location; personal phone number; address; work and personal e-mail address; hourly rate of pay; hours worked; gross pay; union dues paid; and language preference. The parties both agree the employer will provide the latest information provided by the employee on file and may not always guarantee the accuracy of that information.

1 The Employer will provide PSE a monthly bargaining unit list transmitted electronically, listing
2 bargaining unit employees who are hired, rehired, reinstated, transferred into or out of the bargaining
3 unit, reclassified, promoted, downgraded, placed on leaves of absence of any type including disability,
4 placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the
5 bargaining unit. This report will include each listed bargaining unit employee's name, employee
6 number, job title, work location, personnel action and reason.

7
8 **Section 4.5. Delegate Rights to PSE.**

9 The local Association reserves and retains the right to delegate any right or duty contained herein to
10 appropriate officials/representatives of the Public School Employees of Washington/SEIU Local 1948
11 State Organization.

12
13 **Section 4.6. Association Membership.**

14 Each employee subject to this Agreement may choose to become an Association member in good
15 standing by paying monthly dues. Maintaining membership with the Association entitles the member to
16 additional benefits of union membership. The Association shall be the custodian of records in terms of
17 employee Association Membership.

18
19 **Section 4.7. Change of Rate.**

20 The Association will notify the District no later than December 1 of any change to the service charge
21 dues rate.

22
23 **Section 4.8. Voluntary Political Action Contribution (COPE).**

24 The District will upon receipt of a written authorization form that conforms to legal requirements,
25 deduct from the pay of such bargaining unit employee, the amount of contributions the employee
26 voluntarily chooses for deduction for political purposes, and will transmit the same to PSE on the PSE
27 dues remittal check. Section 13.7. of the Collective Bargaining Agreement will apply to these
28 deductions. The employee may revoke the request at any time. At least annually, the employee will
29 be notified by the Association about the right to revoke the request.

30
31 **Section 4.9. Checkoff.**

32 The District will deduct PSE dues, assessment(s), and any/all voluntary contributions to the Association
33 (including political contributions) from the pay of any employee who authorizes such deductions in
34 writing in accordance to applicable law and pursuant to Section 4.9.1. of this Agreement. The District will
35 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU
36 Local 1948 on a monthly basis.

37
38 **Section 4.9.1. Authorizations and Revocations.**

39 An employee's written, electronic, or recorded voice authorization to have the employer deduct
40 membership dues from the employee's salary must be made by the employee to Public School
41 Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for
42 authorization of deductions, the employer shall as soon as practicable forward the request to
43 PSE.

44
45 Upon receiving notice of the employee's authorization from Public School Employees of
46 Washington (PSE), the employer shall deduct from the employee's salary membership dues and
47 remit the amounts to PSE, within one week of processing payroll.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer (reference Article XI Section 4.11.) if the authorization is not obtained by the employee to of PSE. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 4.10. Local Dues.

The District will deduct local Chapter dues separately and will remit these funds to the local Chapter Treasurer.

Section 4.11. District Hold Harmless.

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

Section 4.12. Bulletin Boards.

There will be a bulletin board or space upon an existing bulletin board available for notices regarding PSE activities or notices. The article to be placed on the board will be signed by the person posting it and will be removed after the notice/material has expired.

Section 4.13. In-District Mail.

The Association will have the use of the interschool mail facilities and district email for distribution of appropriate Association communications. A copy of such distributed communication will be provided to the Superintendent or Superintendent's designee.

ARTICLE V

MATTERS FOR CONSULTATION AND NEGOTIATIONS

Section 5.1. Items for Consultation/Negotiation.

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

1 **Section 5.2. District to Consult.**

2 It is further agreed and understood that the District will consult with the Association and meet with the
3 Association in the formulation of any changes being considered in existing benefits, policies, practices and
4 procedures relating to classified employees subject to this Agreement.
5

6 **Section 5.3. Parties to Meet and Confer.**

7 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the
8 other party to advise, discuss or consult regarding matters concerning working conditions not covered by
9 this Agreement.
10

11 **Section 5.4. Workload Information.**

12 The Association will from time to time, as appropriate, be advised of current and predicted workload
13 information.
14

15 **Section 5.5. Safe Working Environment.**

16 In the event the employee is assigned to a position wherein his/her physical safety is in jeopardy, the
17 district will take any necessary steps to reduce the risk of injury. The employee has the right to refuse
18 to continue to be placed in the dangerous situation until a written plan is in place to reduce the risk of
19 injury. The written plan will be provided to the employees who are affected by that plan. Refusal in
20 such cases will not subject the employee to discipline.
21

22 **Section 5.6.**

23 District officials will conduct themselves with dignity and respect for the employees and union
24 officials. Employees and union officials will conduct themselves with dignity and respect for district
25 officials.
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28

29 **ARTICLE VI**

30 **LABOR MANAGEMENT**

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33 **Section 6.1. Meetings.**

34 The Association President and his/her designee will meet with the Superintendent of the District and/or
35 his designated representatives on a mutually agreeable basis to discuss matters of concern. Additional
36 persons may, by mutual agreement, attend these meetings on an as-needed basis. It is the intent of the
37 parties that problems arising relative to the administration of this Agreement will also be discussed at
38 these meetings.
39

40 The meeting may not take the place of negotiations and will not in any way modify, alter, or delete
41 provisions of the Agreement.
42

43 **Section 6.2. Meeting Minutes.**

44 When formal meetings are held between representatives of the Association and representatives of the
45 District pursuant to Section 6.1., formal minutes may, upon request of either party, be prepared. The
46 prepared minutes will be shared with the other party.
47

Section 6.2.1. Meeting Attendance.

Association representative with eight (8) hour a day shifts will be allowed time during working hours for attendance at conference committee meetings with the District when meetings are scheduled during that employee's shift.

ARTICLE VII

HOURS OF WORK

Section 7.1. Shift Assignment.

Each employee will be assigned to a definite and regular shift and workweek with designated times of beginning and ending. In the event of a change in the shift, workweek, or beginning and ending times, the District will provide as much advance notice as possible but no less than one (1) week and will discuss such change with the employee(s). Written notice of a change in shift will be provided to the employee.

Section 7.2. Workweek.

The workweek will consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday. The District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. An assignment of a "modified" workweek will be communicated to the Association prior to implementation. An employee's workweek will not be changed unless the need to change the workweek is discussed with the employee and the Association at least one (1) week prior to the date of the proposed change.

Section 7.3. Rest Periods.

Employees will be allowed a meal period of at least thirty (30) minutes which will commence not less than two (2) hours nor more than five (5) hours from the beginning of the shift. No employee will be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours of consecutive overtime will be allowed one additional thirty (30) minute meal period. Employees will be allowed a paid rest period of fifteen (15) minutes for each four (4) hours of work time. Rest periods will be scheduled or as near possible to the midpoint of the work period. No employee will be required to work more than three (3) hours without a rest period.

Section 7.4. Lunch Periods.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and their supervisor. In the event that the District requires an employee to forego his lunch period and the employee works the entire shift, including the lunch period, he will be compensated for the foregone lunch period at the appropriate rate. Classified employees are not paid for the thirty (30) minute lunch period.

Section 7.5. Subbing for Higher/Lower Positions.

Any classified employee substituting in a higher classification will receive the pay of the higher classification rate on Schedule A, Year 1 for all hours worked or their rate of pay whichever is greater after working in the higher classification for three (3) consecutive days in the school year. Employees who are requested to fill a position in a lower-paid classification will not suffer a loss in wages as a result of that assignment, for the duration of the assignment.

1 **Section 7.6. Notification of School Closure.**

2 In the event of an unusual school closure due to inclement weather, plant in-operation, or any other
3 unavoidable cause, the District will make every effort to notify each employee to refrain from coming to
4 work. Employees reporting to work will receive a minimum of two (2) hours pay at base rate in the event
5 of such a closure. Employee will not be entitled such compensation in the event the employee has
6 actually been notified by the District of the closure prior to leaving home for work or in the event that the
7 employee could not be reached by the District by exercise of reasonable means of communication.

8 In the event that the District closes school due to emergency conditions (weather, plant closure, etc.) and if
9 the school calendar is affected, the District and PSE will meet and discuss the impact on the employees.
10

11 **Section 7.6.1. Emergency Closure.**

12 In the event of an emergency situation which results in the early dismissal or late start of
13 school, employees will not suffer a loss of pay as a result of the adjustment to the school day,
14 provided they make up that time. Employees are required to report as soon as safely possible,
15 but no later than the beginning of school.
16

17 **Section 7.7. Working Shifts.**

18 **Section 7.7.1.**

19 Custodians will be assigned to an eight (8) hour per day shift. Lunch breaks will be mutually
20 agreed upon between the employee and their supervisor. Shorter shifts may be established by the
21 District as the need arises and are subject to all of the provisions of the contract.
22

23 **Section 7.7.2.**

24 All other bargaining unit employees will be assigned a definite and regular shift and workweek
25 with designated times of beginning and ending.
26

27 **Section 7.7.3.**

28 The work year for all employees will consist of a minimum of one hundred eighty (180) days
29 of work per year unless an employee is specifically hired for fewer than one hundred eighty
30 (180) days. If the district applies for a different academic year, the parties will meet and
31 negotiate the impact.
32

33 **Section 7.7.4.**

34 Employees will be notified at the beginning of the school year as to their job title, scheduled
35 hours of work, lunch and breaks, hourly rate of pay, and the name and contact information of
36 their immediate supervisor.
37

38 **Section 7.8. Banked Hours.**

39 With supervisor approval less than 12-month employees may choose to bank contracted hours on
40 scheduled working days when students are not present in school. Banked hours may be “paid” back to
41 the district in the following manner before the fifteenth (15th) day of August:

- 42 A. Personal Leave
- 43 B. Hours Deducted from pay
- 44 C. Working Extra hours upon supervisor approval
- 45 D. Staff Meetings
- 46 E. Staff Trainings

47 Employees who have not paid back owed time on the last week of school shall have that amount
48 deducted on August Check.

ARTICLE VIII

PARAECUCATORS

Section 8.1. Paraeducator Minimum Requirements.

Effective September 1, 2019, all classified school employees defined as Paraeducators who work under the supervision of a certificated or licensed staff member(s) to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements, pursuant to RCW 28A.413.040:

- A. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent.
- and**
- B. Have received a passing grade on the education testing service paraeducator assessment; **or**
- C. Hold an Associates of Arts (AA) degree; **or**
- D. Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution of higher education; **or**
- E. Have completed a registered apprenticeship program.

Section 8.2. Fundamental Course of Study. Paraeducator Certificate Program.

Pursuant to RCW 28A.413, instructional K-12 paraeducators who meet the minimum requirements for the position shall be required to complete the Fundamental Course of Study (FCS). The District shall provide at least two (2) seven (7) hour days of paid training, and associated costs, on the State standards of practice for all eligible paraeducators annually. These two (2) days shall be over and above the amount of annual contracted workdays for paraeducators. The District will also provide access to computers and other technology needed to be successful in obtaining the FCS. Paraeducators hired before September 1, 2019, are required to complete the FCS course before September 1, 2021. Paraeducators hired after September 1, 2019, are required to complete the FCS course within two (2) years of hire.

The Paraeducator Standards Board (PESB) and the State of Washington have developed the following certification standards for Paraeducators in the State of Washington.

- A. Fundamental Course of Study (FCS) – 28 hours of Professional Development Required
- B. General Paraeducator Certificate – ten days 70 clock hours of professional development Required
- C. Subject Matter Certificates – a paraeducator must complete 20 hours of professional development (optional)
- D. Advanced Paraeducator Certificate additional – 75 clock hours of professional development

Section 8.2.1. Training Requirements.

- A. Paraeducators are only required to meet certifications when trainings are funded by the Washington State Legislature.
- B. The District is only required to provide training on the FCS and the General Paraeducator Certificate when funds are provided by the Legislature.
- C. The District shall provide training for the subject matter certificates and the Advanced Paraeducator Certificate if funded by Washington State Legislature.
- D. Each employee shall be paid his or her current hourly rate of pay for all required trainings.
- E. These trainings may occur on: professional development days, early release days and conference days unless otherwise agreed upon between the Association and District.

1 **Section 8.2.2. District Responsibilities.**

2 The district will be responsible for the following:

- 3 A. Notify employees of required training hours mandated by PESB before September 1st
4 of each year or within ten (10) days of hire.
5 B. Provide opportunities for all Paraeducators to obtain required training.
6 C. Notify paraeducators of the trainings available, and the requirements those trainings will
7 satisfy, by December 1 for the remainder of the school year.
8 D. Provide a process for registration and maintenance of clock hour records, and to provide
9 instructions/documentation to Paraeducators on all processes and requirements. A local
10 representative of PSE will assist the district and the employees in this process.
11

12 **Section 8.2.3. Paraeducator Responsibilities.**

13 Each Paraeducator is responsible to do the following:

- 14 A. Register for courses provided by the District or its designee, in District approved
15 registration process.
16 B. Maintain course completion documentation as directed by the District.
17 C. Complete the required hours of OSPI approved clock hours as mandated by PESB.
18 D. District and the Association recognizes that scheduling and limiting attendance at each
19 training may impact the employee's ability to complete training. Therefore, if
20 employees fail to meet qualifications, the District and PSE will address each employee
21 on a case-by-case basis.
22

23 **Section 8.2.4. Annual Changes to PESB Requirements.**

24 The District and the Association agree to meet annually to before September 1st of each year to
25 review and discuss any changes to the PESB certification requirements/funding.
26
27
28

29 **ARTICLE IX**

30 **TRANSPORTATION**

31 **Section 9.1. Transportation Provisions.**

32 Recognizing that personnel in the transportation classification present special shift problems, the
33 parties agree that shifts will be established in the classification in relation to routes and driving times
34 required for fulfilling tasks assigned by the Supervisor of Transportation. The following will apply:
35
36
37

38 **Section 9.2. Route Drivers.**

39 Route Drivers will be assigned shifts in relation to route and driving times requisite to fulfilling tasks
40 assigned by the Supervisor of the Transportation Unit, provided that all route drivers will receive pay
41 for thirty (30) minutes per day for the purpose of bus cleanup and bus warm-up in addition to actual
42 driving time. Route drivers shall be compensated for no less than two (2) hours per a.m. route and
43 p.m. route, or four (4) hours total each school attendance day when the combination of a.m. and p.m.
44 routes do not exceed four (4) hours worked.
45

46 **Section 9.3. Trips.**

47 Special Bus Runs will be defined as all out of District trips other than regular scheduled daily route bus
48 runs and overnight trips. A special run may require more than one (1) bus. Special run drivers will be

1 compensated at the driver's wage rate on schedule A. In addition, the special run drivers will receive one-
2 half (1/2) hour compensation at the above rate for bus servicing and clean-up if completed at the end of
3 the run, entered on the time sheet by the driver and verified by the Mechanic/Supervisor.

4
5 All trips will be made available to the employees in the driver's area as soon as they are received. This
6 will give the drivers an opportunity to make informal choices for Special Runs.

7 **Section 9.4. Assignment of Trips.**

8 All trips will be offered to regular drivers on a rotating basis. Drivers will not sign up for extra trips that
9 will cause them to exceed forty (40) hours in a week limit. Drivers will keep track of their time and ask
10 permission from the Transportation Director if a special run will cause them to go into overtime. Some
11 overtime will be permitted when necessary.

12
13
14 In the event that a regular driver is not available to drive a special run, then such runs will be offered to
15 substitute drivers regularly used by the District. When all regular drivers and regular substitute drivers
16 have passed a trip, the District may use any driver who is qualified to drive a school bus pursuant to State
17 law and District policy.

18
19 In the event there is not enough substitute drivers to fill open routes due to too many extracurricular trips
20 and driver shortage, the District may exclude special bus runs from regular route drivers and assign special
21 runs to other certified drivers who are qualified to drive District school buses. The Driver with the least
22 seniority may be asked to forgo the special run to complete their normal bus route.

23
24 The District may assign special runs to certificated employees or other District employees who are
25 qualified to drive a school bus pursuant to State law and District policy, provided that such employee is
26 conducting or supervising a field trip. That employee will not receive additional compensation for driving
27 the school bus. If a special run has more than one (1) bus, the District may assign students to buses.

28
29 The District reserves the right to exclude the annual sixth grade CISPUS trip, Choir trip, and the Annual
30 Senior trip from this section, as well as golf shuttles and trips and women's soccer practices.

31 **Section 9.5. Cancelled Trips.**

32 If a special run should be canceled without notice to the driver, his/her name will be returned to the top of
33 the rotation roster. If the driver loses all or a portion of his/her daily assigned time the driver will be paid
34 for regular route time. If the driver is notified in advance, then he/she will drive their normal route, and
35 their name will be returned to the top of the trip rotation list.

36 **Section 9.6. Motor Pool Vehicle Use.**

37 Members of school activities/clubs/athletic teams may be transported in District motor pool vehicles when
38 determined appropriate by the Transportation Director.

39 **Section 9.7. Driver Reimbursement.**

40 Drivers of regular routes required to maintain driving status will be reimbursed for fees for added
41 endorsements, testing, first aid classes, and physical examination. The District shall pay for the cost of the
42 CDL license for drivers.

43
44 Drivers will be paid for actual time spent at mandatory driver staff meetings at their regular rate of pay.

1 **Section 9.8. Overnight Trips.**

2 All overnight trips are excluded from the Driver Seniority Rotation List. The trips will be made available
3 to route drivers first on a volunteer/vested interest basis. If more than one route driver is interested in the
4 trip, it will be awarded on a seniority basis from last overnight trip taken. Standby time will not be paid.
5 All overnight trips will be paid the actual drive time plus pre and post trip time up to one-half (1/2) hour,
6 as well as any supervisory time for various tasks.

7
8 On trips requiring overnight stays, the driver will receive a minimum of forty dollars (\$40.00)
9 compensation each night they are on the trip as well as meals and lodging.

10
11 Meals will be paid at the current district allowable per diem rates:

12 Breakfast (AM) – ten dollars (\$10.00)

13 Lunch – fifteen dollars (\$15.00)

14 Dinner (PM) – twenty-five dollars (\$25.00)

15
16 **Section 9.9. Driver Probation.**

17 Bus drivers will remain in a probationary status for a period of not more than ninety (90) workdays
18 following the date of hire, provided that the driver has demonstrated proficiency to the Transportation
19 Director in driving the largest bus in the District fleet.

20
21 **Section 9.10. Special Education.**

22 The District reserves the right to select the best fit for the need each year regarding special needs routes
23 and drivers, provided seniority rights are retained in the process.

24
25
26
27 **ARTICLE X**

28
29 **OVERTIME AND EXTRA TIME**

30
31 **Section 10.1. Overtime/Compensatory Time Defined.**

32 Overtime will be defined as all hours worked in excess of forty (40) hours per week and will be
33 compensated at one and one-half (1½) times the employee's base hourly rate or by additional time off,
34 according to the Fair Labor Standards Act revised 1985. Should the employee choose compensation by
35 additional time off, the dates of the additional time off are subject to approval by the employee's
36 supervisor. The use of compensatory time will only be subject to the employee's request if such a request
37 does not cause undue burden on the District. Undue burden must be more than an inconvenience for the
38 district.

39
40 Compensatory time will be earned at time and one-half (1.5) for all hours worked in excess of forty (40)
41 hours in one week.

42
43 First right of refusal will be offered to the most senior employee for all Overtime/Extra Time for which
44 she/he is qualified to perform. If all employees refuse the work, the least senior-qualified employee may
45 be assigned.

Section 10.2. Extra Time Defined.

Extra time will be defined as all hours worked in excess of the employee's regularly assigned shift and will be compensated at the employee's base hourly rate except as provided in Section 9.1, or Section 8.3., or by additional equal time off. Should the employee choose compensation by additional equal time off, the dates of the additional time off are subject to approval by the employee's supervisor. The use of compensatory time will only be subject to the employee's request if such a request does not cause undue burden on the District.

Section 10.3. Called Back to Work.

Employees called back to perform work which is noncontiguous with their normal work shift will receive no less than one (1) hour compensation at the appropriate rate.

Section 10.4. Prior Approval for Overtime or Extra Time.

Employees will receive approval from the Superintendent or designee prior to working either overtime or extra time. This requirement will not apply in the case of either unusual or emergency situations.

ARTICLE XI

HOLIDAYS

Section 11.1. Paid Holidays.

Eligible employees will receive pay equal to their normal work shift at their regular hourly rate in effect at the time the holiday occurs.

Each twelve (12) month employee will receive the following paid holidays:

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

Each less than twelve (12) month employee will receive the following paid holidays:

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

Section 11.2. Worked Holidays.

Employees who are required to work on the above-described holidays will receive the pay due them for the holiday plus twice their regular rate for all hours worked on such holidays, unless the employee normally starts to work at 10:00 p.m. or thereafter on that date.

ARTICLE XII

LEAVES

Section 12.1. Injury, Illness, Emergency Leave and Family Illness. (Referred herein as Sick Leave)

Each employee will accumulate one (1) day of sick leave for each calendar month worked. Sick leave will be vested when earned and may be accumulated up to the amount allowable by law, provided that any employee who works one hundred-eighty (180) or more days per school year will accumulate a minimum of ten (10) days sick leave. The employee will be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits will be paid on the basis of base hourly rate applicable to the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Any employee claiming sick leave during a period of three (3) consecutive days will, upon request of the District, provide to the District a doctor's certification that the employee was sick and the nature of the illness. Eligible employees shall be entitled to use paid leave for purposes outlined under the Washington State Paid Sick Leave law (RCW 49.46.210.). The District will participate with the Washington State Paid Sick Leave law to run concurrently with FMLA.

Section 12.1.1. Sick Leave Attendance Incentive Program.

At the time of separation from school district employment, an eligible employee or the employee's estate will receive remuneration at the rate equal to one (1) day's current monetary compensation for each four (4) days accrued leave for illness or injury. Maximum accumulation for such remuneration under this formula will be one hundred-eighty (180) days. (RCW 28A.400.210)

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. (RCW 28A.400.210)

Section 12.1.2. Advanced Sick Leave.

Advanced sick leave may be granted by the District subject to the following provisions.

- A. It must be supported by acceptable medical certification.
- B. All available accumulated sick leave to the employee's credit must be exhausted.
- C. The employee must use any annual vacation time he/she has accumulated prior to the granting of advanced sick leave.
- D. The amount of advanced sick leave to an employee's account cannot exceed that which can be accrued per year of employment.
- E. When it is known that the employee is to be retired or where it is anticipated that he/she is to be terminated, the total advance will not exceed an amount which can be liquidated by subsequent accrual prior to separation.
- F. Advanced sick leave, which is not liquidated by accrual prior to separation, will be reimbursed to the District. A separated employee reinstated within one (1) year will have the opportunity to reimburse advanced sick leave by accrual rather than payroll deduction.
- G. There must be a reasonable assurance that the employee will return to work.

1 **Section 12.1.3. Bereavement Leave.**

2 Each employee will be granted up to five (5) days of bereavement leave per occurrence (and
3 within one year) for absence occasioned by the death of a member of the employee's family (as
4 defined by RCW 49.46.210.), or personal friend or relative with whom the employee has had close
5 familial ties equivalent to those with a relative listed above. Additional bereavement leave may be
6 granted in other situations with the approval of the Superintendent or his/her designee.
7

8 **Section 12.1.4. Leave Sharing.**

9 Bargaining unit employees will be able to participate in leave sharing as provided by Washington
10 State Statutes (RCW 28A.400.380) and school district policy. An employee may choose to
11 donate portions of his/her accumulated sick leave, to come to the aid of another named
12 employee who has depleted his/her annual leave and sick leave reserve and is suffering from an
13 extraordinary or severe illness, injury, impairment, or physical or mental condition which has
14 caused or is likely to cause the employee to take an extended leave without pay or to terminate
15 his/her employment. A contributing employee must have a sick leave balance of more than one
16 hundred seventy-six (176) hours to donate. An employee may transfer a specific amount of
17 sick leave to an employee requesting shared leave only when the donating employee retains a
18 minimum of one hundred seventy-six (176) hours of sick leave after the transferred leave will
19 be calculated on day/s-donated and day/s-received basis. Any leave transferred which remains
20 unused will be returned at its original value to the employee or employees who transferred the
21 leave when it is found that the leave is no longer needed or will not be at a future time in
22 connection with the illness or injury for which the leave was transferred. The value of the
23 unused leave which was transferred by more than one employee will be returned on a pro rata
24 basis. The Superintendent and/or Association representative may, if appropriate, require a
25 healthcare provider statement confirming the extent and/or severity of the illness, injury or
26 impairment.
27

28 Vacation and personal leave may be given, without reserve, for leave sharing. No employee
29 may be forced to participate in Shared Leave.
30

31 **Section 12.2. Discretionary Leave.**

32 The Board is empowered to grant leave with or without full salary for extenuating circumstances not
33 covered by this Agreement.
34

35 **Section 12.3. Personal Business Leave and Personal Leave.**

36 Each less than twelve (12) month employee covered by this Agreement will have available three (3) days
37 of personal leave with pay per year. Such leave is not cumulative and not chargeable to sick leave.
38

39 Whenever possible, the employee will notify his/her supervisor at least three (3) days' notice before taking
40 such leave. Personal leave will not be requested or granted immediately prior to or immediately
41 subsequent to a school holiday, except with the Superintendent's prior approval. Approval of personal
42 leave on any given day will not exceed ten percent (10%) of the work force.
43

44 In the event this leave is not used, the employee may choose to cash-out at the employee's regular rate of
45 pay or carry-over two (2) days of accumulated personal leave.
46
47

1 **Section 12.4. Extended Leave.**

2 Upon approval of the Board of Directors an employee may be granted an extended leave of absence
3 without pay for a period not to exceed one (1) year. In the event that the leave requested is due to a
4 medical illness or injury, the employee may be allowed to have a leave of two (2) years.

5
6 **Section 12.4.1.**

7 The returning employee will be assigned to the position occupied before the leave of absence, or if
8 the position is not available in the District, to a position substantially equal. Employees hired to
9 fill positions of employees on leave of absence will be informed of this provision by the District
10 and will be subject to all provisions of this Agreement. In the event that there are employees
11 junior to the employee holding the position when the employee on leave returns, Article XII,
12 Section 12.5 will govern if layoffs are necessary.

13
14 **Section 12.4.2.**

15 The employee will retain accrued sick leave, accrued vacation leave, and accrued seniority rights
16 while on an approved leave of absence. No additional vacation credits, sick leave, and seniority
17 will accrue while the employee is on leave of absence. If the extended leave is approved for a
18 districted related illness or injury, seniority will accrue, but will not exceed one (1) additional year.

19
20 **Section 12.5. Judicial Leave, Jury Duty and Subpoena Leave.**

21 Leaves of absence with pay will be granted for jury duty. The employee will notify the District when
22 notification to serve on jury duty is received.

23
24 Leaves of absence with pay will be granted an employee subpoenaed to appear in a court of law. Personal
25 leave or leave without pay may be used for civil or personal matters.

26
27 **Section 12.6. Family Leave.**

28 An employee, who has worked for the District for at least one (1) year immediately preceding the request
29 for Family Leave, is entitled to twelve (12) weeks, without pay during any twelve (12) month period for
30 the following reasons:

- 31 A. For the birth of or care of a newborn child; an adopted child under the age of 18 or a newly placed
32 foster child.
33 B. To care for a spouse, parent, child with a serious health condition.
34 C. For a serious personal health condition if it renders the employee unable to perform the duties of
35 his/her job.

36
37 Terms used in this Section will have the same meaning as the meaning set forth in the Federal and State
38 Family and Medical Leave laws. Pursuant to Federal law, the employee may choose, or the District may
39 require that the employee use all accumulated leave prior to using Family Leave.

40
41 Health benefits provided to the employee under any group health plan will be continued for the duration
42 of the leave at the level and under the condition's coverage would have been provided if the employee had
43 continued working. However, if the employee fails to return from leave, the employee must reimburse the
44 District for all premiums paid by the District during the leave.

45
46 A written request for Family Leave must be submitted thirty (30) days prior to the date of the leave unless
47 the leave is requested in response to an emergency. In such case, the employee must notify the District as
48 soon as possible but not later than one (1) workday after the need becomes apparent.

1 Upon returning, the employee is entitled to be returned to the same position he/she previously held or to
2 an equivalent position in terms of wages, hours, and benefits. Reinstatement from Family Leave need not
3 occur if the employee would not otherwise have been employed at the time reinstatement is requested.
4 Should the employee unequivocally advise the District that he/she does not intend to return to work, the
5 District is absolved of further obligation.

6
7 Leave taken under this provision will be taken at the employee's FTE level and consecutively unless an
8 alternative schedule is approved by the Superintendent/designee or where intermittent or reduced leave is
9 medically necessary.

10
11 Leave taken for the birth or placement of a child will be completed within one (1) year. A period of
12 Family Leave under this provision is in addition to any sick leave taken due to the employee's temporary
13 disability attributable to pregnancy or childbirth.

14
15 When the District employs more than one member of the family or a member of the family is employed
16 by an agency that provides Family Leave, a total combination of twelve (12) weeks will be allowed during
17 a twelve (12) month period.

18
19 The District may require medical certification for leave purposes in accordance with the Federal and State
20 regulations. The District may also require a second or third health care provider in accordance with the
21 requirements of the Federal and State regulations at the expense of the District.

22 23 **Section 12.7.**

24 The District has adopted the VEBA (Sick Leave Conversion Medical Reimbursement Plan -the "Plan")
25 pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all retiring
26 employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having
27 excess sick leave conversion rights. Contributions on behalf of each eligible employee will be based on
28 the conversion value of sick leave days accrued by such employee available for contribution at retirement
29 in accordance with the statute. It is understood that all eligible employees will be required to sign and
30 submit to the District a hold harmless agreement complying with the statute. This hold harmless
31 agreement will waive any claims against the District and the bargaining unit. If an employee fails to sign
32 and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any
33 time during the term of this Agreement, and any and all excess sick leave which in the absence of the
34 Agreement would accrue to such employee during the term hereof will be forfeited together with all cash-
35 conversion rights that pertain to such excess sick leave. For purposes of retirement, contributions to the
36 Plan, all employees covered by the Agreement who retire during the term hereof will be eligible, and
37 excess sick leave will be defined as the unused sick leave days accruing to the credit of such employee
38 from the date of this Agreement. This VEBA provision will be reopened annually.

39 40 **Section 12.8. Paid Family and Medical Leave (PFML).**

41 Employees shall be eligible to receive Paid Family and Medical Leave under the Washington State
42 Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have
43 worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively
44 with the employee's other leave entitlements unless the employee elects otherwise. The District shall
45 pay its required minimum share of the payroll premium to fund this leave. The District shall use the
46 state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave
47 is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during
48 periods of approved PFML.

ARTICLE XIII

VACATIONS

Section 13.1. Eligibility for Paid Vacation.

Employees subject to this Agreement who are assigned to a twelve (12) month work year will receive paid vacation. The vacation will be earned, vested, and used as designated in this Article.

Section 13.2. Amount of Vacation.

The paid vacation to which an employee will be entitled will be computed as follows:

<u>Years of Service</u>	<u>Days</u>
1 through 5	10
6 through 10	15
11 through 15	20

Every regular workday from which an employee is absent on vacation, sick leave, bereavement leave, or emergency leave will be credited as if worked for the purpose of computing vacation benefits.

Section 13.3. Prior Approval Needed.

Employees seeking to utilize vacation credit will obtain prior approval of the Superintendent of the District before being eligible for use of such vacation credit.

Section 13.4. Accrual of Vacation Days.

A maximum of two (2) years' worth of accrued vacation days may be carried over from year to year without prior approval of the employee's immediate supervisor and the Superintendent of the District. No employee will be allowed to take more than one (1) calendar month of vacation in any calendar year.

Section 13.5. Vacation Preference.

The employee with the earliest hire date will have preferential rights regarding vacation periods.

Section 13.6. Vacation Buy-Back Option.

Employees who have accrued twenty (20) days or more of vacation time shall have the option to sell-back unused vacation time to the District for compensation at a one (1) for one (1) basis to a maximum of ten (10) days per school year. Vacation time can only be sold back in one (1) day increments. For purposes of this section one (1) day for each employee shall be determined by the average normal daily work-shift of that employee over the past three (3) months of employment.

ARTICLE XIV

SENIORITY

Section 14.1. Seniority Based on Hire Date.

The seniority of an employee in the bargaining unit will be established as of the date of the first day of continuous employment by the employee for the District (hereinafter "hire date") unless such seniority will be lost as hereinafter provided.

1 **Section 14.2. Seniority Lost.**

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

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

7
8 **Section 14.3. Seniority Retained.**

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

- 10 A. Time lost by reason of industrial accident, industrial illness, or jury duty.
11 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
12 United States.
13 C. Time spent on other authorized leaves of absence, and lay-off, not to exceed one (1) year.
14 D. Seniority in a classification will be retained but not accrued when an employee transfers to a
15 different/new classification unless the employee has terminated employment with the district.

16
17 **Section 14.4. Seniority Within Job Classification.**

18 Seniority rights will be effective within the general job classification. General job classification is defined
19 as a subunit within the bargaining unit, and will include the following, without limitation: Secretarial,
20 Paraeducators, Transportation, Buildings and Grounds, Technology, and Nutrition Services.

21
22 **Section 14.5. Preferential Shift Selection and Layoff Rights.**

23 The employee with the earliest hire date will have preferential rights regarding new and open positions,
24 shift selection, layoffs, and overtime when ability and performance are substantially equal with those
25 individuals' junior to him/her. If the District determines that seniority rights should not govern, because a
26 junior employee possesses ability and performance substantially greater than a senior employee or senior
27 employees, the District will, upon request, set forth in writing to the employee why the senior employee or
28 employees have been bypassed.

29
30 **Section 14.5.1. Layoff.**

31 In the event of a layoff, the District will first meet and confer with the Association.

32
33 **Section 14.5.2.**

34 In the event of a layoff, employees so affected are to be placed on a reemployment list maintained
35 by the District according to seniority ranking. If the employee is on layoff and new or open
36 positions are posted, current employees will have priority providing the employee meets the job
37 qualifications. If no current employee bids on the job, those on layoff will have priority providing
38 the employee meets the job qualifications.

39
40 **Section 14.5.3. Recall from Layoff.**

41 If the employee is offered a position that is not substantially equal and agrees to be recalled,
42 his/her name will be removed from the recall list. Otherwise, the employees will remain on the
43 recall list for two (2) years. It is the duty of the employee to furnish the District with their
44 mailing address and any changes in address during that period. If the employee fails to do so,
45 his/her name will be removed from the recall list.

1 **Section 14.6. Hire Date Retained Upon Job Change.**

2 An employee who changes job classifications within the bargaining unit will retain his hire date in the
3 previous classification for a period of one (1) year notwithstanding that he has acquired a new hire date
4 and a new classification.
5

6 **Section 14.7. Publicize Open Positions to Employees.**

7 The District will post all bargaining unit positions within the bargaining unit for five (5) workdays as soon
8 as the District is apprised of the opening, before it is posted outside. The posting will include, but not be
9 limited to, the following: a closing date, shift, hours, a general description of the work to be performed,
10 and date when the position is expected to begin.
11

12 **Section 14.7.1.**

13 If a position changes by an increase of sixty (60) minutes from the hours assigned as of the first
14 Monday in September, the position will be reposted for consideration by the members of the
15 bargaining unit.
16

17 **Section 14.8. Filling Open Positions from Within a Classification.**

18 Promotions, transfers and assignment to new or open positions within a classification will be determined
19 by the District; provided that employees, subject to this Agreement, within a classification will be given
20 preferential rights as in Section 13.5 above, further provided that the employee apply for the new or open
21 position within the time period specified by the District in accordance with Section 13.7.
22

23 **Section 14.9. Filling Open Positions from Outside a Classification.**

24 Promotions, transfers and assignment to new or open positions outside the employee's classification will
25 be determined by the District after application of Section 13.8 above. Employees subject to this
26 Agreement will be given preferential rights as in Section 13.5 above, provided; the employee applies for
27 the new or open position within the time period specified by the District. Placement on the salary
28 schedule will involve a meeting with the Association President and his/her designee prior to
29 determination.
30

31 **Section 14.10. Vacation Preference.**

32 The employee with the earliest hire date will have preferential rights regarding vacation periods.
33
34
35

36 **ARTICLE XV**

37 **PROBATIONARY PERIOD**
38
39

40 **Section 15.1. Period Defined.**

41 Each new hire will remain in a probation status for a period of not more than sixty (60) workdays
42 following the hire date except for drivers in the transportation classification. During this probationary
43 period the District may discharge such employee at its discretion.
44

45 **Section 15.2. Rights Retroactive.**

46 At the end of the probationary period, the employee will be subject to all rights and duties contained in
47 this Agreement retroactive to his/her hire date.
48

ARTICLE XVI

DISCHARGE OF EMPLOYEES

Section 16.1. Discipline.

The District will have the right to discipline or discharge an employee for justifiable cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure pursuant to Article XX. If the District has reason to reprimand an employee, the reprimand will be done in a manner, which will not embarrass the employee before other employees or the public.

Section 16.1.1. Right to Representation.

The District will notify the employee of any meeting that will be disciplinary in nature. The employee will have the right to Association representation at any disciplinary meeting.

Section 16.1.2. Progressive Discipline.

When disciplining an employee, the following progressive discipline model will apply as follows: (1) Oral Warning – written record to supervisor's working file only; (2) Written Warning sent to the employee's personnel file (3) Written Reprimand – with a plan of improvement– sent to employee's personnel file; (4) Suspension; (5) Discharge. Steps in this model may be skipped depending on the severity of the infraction.

Section 16.2. Employment Agreement.

On or before June 1 of each year, the District will notify each employee subject to this Agreement of its intent to rehire or not rehire the employee for the next school year. In the event that the District's intent is to rehire an employee, such employee will be offered an Employment Agreement, an example of which is attached as Appendix A and by this reference incorporated herein. Alteration of the Employment Agreement and any non-rehire notification will be for justifiable cause and consistent with all terms and conditions of this Agreement. If the Employment Agreement is altered, the affected employee will be given at least two (2) weeks' notice prior to implementation of the change.

Section 16.3. Justifiable Cause.

The issue of justifiable cause will be resolved in accordance with the grievance procedure contained herein.

ARTICLE XVII

RETIREMENT

Section 17.1. Eligibility.

In determining whether an employee subject to this Agreement is eligible for participation in a Washington State retirement system, the District will report all hours worked, whether straight time, overtime or otherwise regardless of the source of funding for the position.

ARTICLE XVIII

INSURANCE

Section 18.1. Employees Benefits Board (SEBB).

Commencing January 1, 2020, and each year thereafter, the District agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents to the extent required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB).

Section 18.2. Insurance Information.

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

Section 18.3. Employee Eligibility.

The District agrees to follow SEBB eligibility rules.

Section 18.4. Liability Insurance Provided.

The District will provide liability insurance coverage for the employees subject to this Agreement to insure employees when engaged in performance of the employee's duties for the District.

Section 18.3. Medical FTE.

ARTICLE XIX

VOCATIONAL TRAINING

Section 19.1. Funds May Be Provided for Training.

In the mutual interests of the District and Association, the District may provide funds to be used by employees, subject to this Agreement, for vocational improvement.

Section 19.1.1. First Aid Training.

If the District or state or federal law requires First Aid training in any position, it will be provided at no cost to the employee.

Section 19.2. Training Days.

Three (3) Per Diem training days for District approved training will be available for each employee. Employees will be reimbursed up to twenty-four (24) hours per year at their regular rate of pay for such training. All training must be pre-approved by the District, services must be rendered, and a training reimbursement form submitted.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 20.1. Grievance Defined and Procedure.

A grievance is defined as an alleged violation of this Agreement or a dispute involving an interpretation

and/or application of terms and conditions of this Agreement. Grievances arising between employees represented by the Association and the District will be conducted as follows:

- All days referred to in this Article will mean workdays that the District Administration Office is open for business.

Step I. Informal.

The employee will first discuss the grievance with his immediate supervisor. If employee wishes, he may be accompanied by an Association representative at such discussions. The immediate supervisor may also have an observer present. All grievances not brought to the immediate supervisor within thirty (30) workdays of the occurrence of the act causing the grievance will be invalid and subject to no further processing.

Step II. Written.

If the grievance is not resolved to the employee's satisfaction, the employee will reduce to writing on the Grievance Form (Appendix C) within fifteen (15) workdays a statement of the grievance containing the following:

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

The employee will submit the written statement of grievance to the immediate supervisor for reconsideration and will submit a copy to the Superintendent of the Davenport School District, if the Superintendent is not his immediate supervisor.

The immediate supervisor will respond within ten (10) workdays as to the disposition of the grievance. If an agreeable disposition is made, all parties to the grievance will sign it.

Step III. Superintendent.

If no agreement has been reached, the written grievance will, within fifteen (15) days, be filed with the Superintendent. The Superintendent will respond to the grievance within ten (10) workdays.

Step IV. Mediation. The Grievant and the Association have the option that if no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance will be submitted to the superintendent for mediation within ten (10) workdays. The District and the Association will utilize the services and procedures of the Public Employment Relations Commission.

Step V. Arbitration.

If no settlement has been reached within the fifteen (15) workdays referred to in the preceding subsection and the Association and the grievant believe the grievance to be valid, the grievance may, within fifteen (15) workdays of the answer above, be submitted in writing to arbitration under AAA voluntary rules, or other mutually agreed upon Arbitrator through PERC.

The arbitrator will have no power or authority to add to, subtract from, or modify this agreement, award damages, or provide a remedy which is in violation of law.

All costs of the arbitration will be born equally by the District and the Association.

The award of the arbitrator will be final and binding on all parties.

ARTICLE XXI

PERSONNEL FILES

Section 21.1. Official Personnel File.

There will be only one (1) official personnel file for each employee. Said files will be kept in the District administration office.

Section 21.2. Employee Review of Contents.

Each employee will have the right upon request, and after making an appointment for that purpose with the personnel administrator, to review the contents of his/her official personnel file. The review will be made in the presence of the administrator responsible for safekeeping of these files. Upon request, at the employee's or Association's expense, a copy of any document(s) contained therein will be afforded the employee. No secret, duplicate, alternate or other personnel file will be kept anywhere in the District. The employee has a right to have a witness of his/her own choosing at the examination of his/her personnel file.

Section 21.3. Minimum Contents.

Each employee's personnel file will contain the following minimum items of information: all employee evaluation reports and copies of annual contracts.

Section 21.4. Derogatory Material.

The employee will be notified of the placement of any derogatory material in the employee's personnel file within ten (10) workdays of placement. All derogatory material must be signed by the employee. The employee will be given the opportunity to attach his/her own comments to such material within ten (10) workdays of notification of placement of such material. Any derogatory material, except evaluations and evaluation observations, or breach of laws and/or regulations, for which the employee was not notified within ten (10) workdays after placement in the employee's file will not be allowed as evidence in any grievance or in any disciplinary action against such employee.

Derogatory material will be removed at the request of the employee three (3) years after being inserted into the file unless there is an ongoing problem or legal action, provided that a review committee of the superintendent, supervisor and two representatives of the PSE determine that it is appropriate to remove said material.

Section 21.5. Content Verification.

Upon request by the employee, the Superintendent or his/her official designee will sign to verify contents.

Section 21.6. Medical Information Files.

In compliance with the Americans with Disabilities Act (ADA) of 1992, the District will maintain a medical information file for each classified employee of the District. The medical information file will be kept separate from the employee's personnel file and contain information on the employee's immunization history and other employee medical information required by the ADA.

ARTICLE XXII

WAGES

Section 22.1.

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

Section 22.2. Retroactivity.

Retroactive pay, where applicable, will be paid on the first regular payday following execution of this Agreement.

Section 22.3. Transfer of Previous Experience.

(WAC 28A.400.300.) When an employee leaves one school district within the State of Washington and commences employment with another school district within the state, the employee will retain the same longevity, leave benefits and other benefits that the employee had in his/her previous position. Employees who transfer between districts will not retain any seniority rights other than longevity when leaving one school district and beginning employment with another within the State of Washington. If the school district to which the person transfers, has a different system for computing leave benefits and other benefits, the employee will be granted the same longevity, leave benefits and other benefits as a person in the new district who has similar occupational status and total years of service.

Section 22.4. Emergency Substitute Teacher.

Classified staff may be assigned to supervise students consistent with RCW 28A.405.465 to replace a teacher absent from their classroom or worksite. When assigned by an administrator to replace a certificated teacher for one hour or more, the classified employee shall be compensated at the substitute teacher rate or an additional one dollar (\$1.00) per hour of their rate of pay whichever is greater.

Section 22.5. Advanced Paraeducator Certificate.

Any employee who has completed work on the Advanced Paraeducator certification program, shall receive an additional one dollar (\$1.00) per hour to their base rate of pay and has earned enough credits to qualify for the hourly rate increase must fill out a request and provide official transcripts to the Human Resource Services Office.

ARTICLE XXIII

TERM

Section 23.1. Term of this Agreement.

The term of this Agreement will be September 1, 2021, to August 31, 2024. Notwithstanding the foregoing requirement, the parties have negotiated the provisions of Schedule A and Insurance allocation as follows:

- A. 21/22 - 4% or IPD whichever is greater on all wages
- B. 22/23 - 3% or IPD whichever is greater on all wages
- C. 23/24 - 3% or IPD whichever is greater on all wages

Section 23.2. Provisions Apply to Entire Term.

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

Section 23.3. Reopeners.

This Agreement may be reopened at any time during its effective term. All requests will be written, and specific times proposed for consideration, as well as the rationale for such opening; provided, however, that this agreement will be reopened annually to renegotiate Schedule A and Article X.

Section 23.4. Statutes.

This Agreement will be subordinate to federal and state laws not existing or hereinafter enacted. If any provision of this Agreement is found to be contrary to those laws, the remaining provisions of this Agreement will continue in full force and effect and be binding upon the parties hereto. If any provision of this Agreement is so held contrary to law, the parties will commence negotiations on said provisions as soon thereafter as is reasonable possible.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

DAVENPORT CHAPTER

DAVENPORT SCHOOL DISTRICT #207

BY: _____
Theresa Telford, Chapter President

BY: _____
Jim Kowalkowski, Superintendent

DATE: _____

DATE: _____

SCHEDULE A
DAVENPORT SCHOOL DISTRICT
September 1, 2021 – August 31, 2022

CLASSIFICATION	Year 1	Year 2	Year 3	Years 4-5	Years 6-10	Year 11	Year 16	Year 20	Year 25	Year 30	Year 35
		3.00%	3.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<u>PARAEDUCATORS</u>											
Instruction/Supervisory	\$16.08	\$16.56	\$17.06	\$17.57	\$17.92	\$18.28	\$18.64	\$19.02	\$19.40	\$19.78	\$20.18
Specialist (Library & SpEd)	\$16.77	\$17.27	\$17.79	\$18.32	\$18.69	\$19.06	\$19.44	\$19.83	\$20.23	\$20.63	\$21.04
Library Tech Specialist	\$17.88	\$18.42	\$18.97	\$19.54	\$19.93	\$20.33	\$20.73	\$21.15	\$21.57	\$22.00	\$22.44
<u>FOOD SERVICE</u>											
Director/Head Cook	\$18.58	\$19.14	\$19.71	\$20.30	\$20.71	\$21.12	\$21.55	\$21.98	\$22.42	\$22.87	\$23.32
Assistant Cook	\$15.06	\$15.52	\$15.98	\$16.46	\$16.79	\$17.13	\$17.47	\$17.82	\$18.18	\$18.54	\$18.91
<u>SECRETARIAL</u>											
Elementary/MS Secretary	\$17.28	\$17.80	\$18.34	\$18.89	\$19.26	\$19.65	\$20.04	\$20.44	\$20.85	\$21.27	\$21.69
High School Secretary	\$19.22	\$19.80	\$20.40	\$21.01	\$21.43	\$21.86	\$22.29	\$22.74	\$23.19	\$23.66	\$24.13
<u>TRANSPORTATION</u>											
Route Driver	\$20.06	\$20.67	\$21.29	\$21.92	\$22.36	\$22.81	\$23.27	\$23.73	\$24.21	\$24.69	\$25.18
<u>BUILDING & GROUNDS</u>											
Maintenance/Grounds	\$17.34	\$17.86	\$18.40	\$18.95	\$19.33	\$19.71	\$20.11	\$20.51	\$20.92	\$21.34	\$21.77
Building Custodian Asst.	\$16.79	\$17.29	\$17.81	\$18.35	\$18.71	\$19.09	\$19.47	\$19.86	\$20.25	\$20.66	\$21.07

- Experience placement determined by years of experience in position, rounded to nearest full year, at beginning of school year.
- Substitutes will be paid at the bold hourly rate for the classification/position for which the employee is substituting.
- Substitutes who are not regular contracted employees are, for PERS retirement purposes, in a temporary substitute position. Such position is not retirement eligible.
- Temporary employment by an employee in a position which is not part of the employee's contract will be paid at the first-year rate for the temporarily employed position. Experience in that position will not accrue for salary schedule placement in that position.

SCHEDULE A
DAVENPORT SCHOOL DISTRICT
September 1, 2022 – August 31, 2023

CLASSIFICATION	Year 1	Year 2	Year 3	Years 4-5	Years 6-10	Year 11	Year 16	Year 20	Year 25	Year 30	Year 35
		3.00%	3.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<u>PARAEDUCATORS</u>											
Instruction/Supervisory	\$16.56	\$17.06	\$17.57	\$18.10	\$18.46	\$18.83	\$19.21	\$19.59	\$19.98	\$20.38	\$20.79
Specialist (Library & SpEd)	\$17.27	\$17.79	\$18.32	\$18.87	\$19.25	\$19.64	\$20.03	\$20.43	\$20.84	\$21.26	\$21.69
Library Tech Specialist	\$18.42	\$18.97	\$19.54	\$20.13	\$20.53	\$20.94	\$21.36	\$21.79	\$22.23	\$22.67	\$23.12
<u>FOOD SERVICE</u>											
Director/Head Cook	\$19.14	\$19.71	\$20.30	\$20.91	\$21.33	\$21.76	\$22.20	\$22.64	\$23.09	\$23.55	\$24.02
Assistant Cook	\$15.52	\$15.99	\$16.47	\$16.96	\$17.30	\$17.65	\$18.00	\$18.36	\$18.73	\$19.10	\$19.48
<u>SECRETARIAL</u>											
Elementary/MS Secretary	\$17.80	\$18.33	\$18.88	\$19.45	\$19.84	\$20.24	\$20.64	\$21.05	\$21.47	\$21.90	\$22.34
High School Secretary	\$19.80	\$20.39	\$21.00	\$21.63	\$22.06	\$22.50	\$22.95	\$23.41	\$23.88	\$24.36	\$24.85
<u>TRANSPORTATION</u>											
Route Driver	\$20.67	\$21.29	\$21.93	\$22.59	\$23.04	\$23.50	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95
<u>BUILDING & GROUNDS</u>											
Maintenance/Grounds	\$17.86	\$18.40	\$18.95	\$19.52	\$19.91	\$20.31	\$20.72	\$21.13	\$21.55	\$21.98	\$22.42
Building Custodian Asst.	\$17.29	\$17.81	\$18.34	\$18.89	\$19.27	\$19.66	\$20.05	\$20.45	\$20.86	\$21.28	\$21.71

- Experience placement determined by years of experience in position, rounded to nearest full year, at beginning of school year.
- Substitutes will be paid at the bold hourly rate for the classification/position for which the employee is substituting.
- Substitutes who are not regular contracted employees are, for PERS retirement purposes, in a temporary substitute position. Such position is not retirement eligible.
- Temporary employment by an employee in a position which is not part of the employee's contract will be paid at the first-year rate for the temporarily employed position. Experience in that position will not accrue for salary schedule placement in that position.

SCHEDULE A
DAVENPORT SCHOOL DISTRICT
September 1, 2023 – August 31, 2024

CLASSIFICATION	Year 1	Year 2	Year 3	Years 4-5	Years 6-10	Year 11	Year 16	Year 20	Year 25	Year 30	Year 35
		3.00%	3.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<u>PARAEDUCATORS</u>											
Instruction/Supervisory	\$17.06	\$17.57	\$18.10	\$18.64	\$19.01	\$19.39	\$19.78	\$20.18	\$20.58	\$20.99	\$21.41
Specialist (Library & SpEd)	\$17.79	\$18.32	\$18.87	\$19.44	\$19.83	\$20.23	\$20.63	\$21.04	\$21.46	\$21.89	\$22.33
Library Tech Specialist	\$18.97	\$19.54	\$20.13	\$20.73	\$21.14	\$21.56	\$21.99	\$22.43	\$22.88	\$23.34	\$23.81
<u>FOOD SERVICE</u>											
Director/Head Cook	\$19.71	\$20.30	\$20.91	\$21.54	\$21.97	\$22.41	\$22.86	\$23.32	\$23.79	\$24.27	\$24.76
Assistant Cook	\$15.99	\$16.47	\$16.96	\$17.47	\$17.82	\$18.18	\$18.54	\$18.91	\$19.29	\$19.68	\$20.07
<u>SECRETARIAL</u>											
Elementary/MS Secretary	\$18.33	\$18.88	\$19.45	\$20.03	\$20.43	\$20.84	\$21.26	\$21.69	\$22.12	\$22.56	\$23.01
High School Secretary	\$20.39	\$21.00	\$21.63	\$22.28	\$22.73	\$23.18	\$23.64	\$24.11	\$24.59	\$25.08	\$25.58
<u>TRANSPORTATION</u>											
Route Driver	\$21.29	\$21.93	\$22.59	\$23.27	\$23.74	\$24.21	\$24.69	\$25.18	\$25.68	\$26.19	\$26.71
<u>BUILDING & GROUNDS</u>											
Maintenance/Grounds	\$18.40	\$18.95	\$19.52	\$20.11	\$20.51	\$20.92	\$21.34	\$21.77	\$22.21	\$22.65	\$23.10
Building Custodian Asst.	\$17.81	\$18.34	\$18.89	\$19.46	\$19.85	\$20.25	\$20.66	\$21.07	\$21.49	\$21.92	\$22.36

- Experience placement determined by years of experience in position, rounded to nearest full year, at beginning of school year.
- Substitutes will be paid at the bold hourly rate for the classification/position for which the employee is substituting.
- Substitutes who are not regular contracted employees are, for PERS retirement purposes, in a temporary substitute position. Such position is not retirement eligible.
- Temporary employment by an employee in a position which is not part of the employee's contract will be paid at the first-year rate for the temporarily employed position. Experience in that position will not accrue for salary schedule placement in that position.

Davenport Public Schools	Classified Personnel Performance Evaluation
-------------------------------------	--

Employee's Name:

Position:

Location:

90 Day Probationary Evaluation

Annual Evaluation

CATEGORIES	Satisfactory	Needs Improvement	Unsatisfactory
Attendance Demonstrated adherence to assigned days of work.			
Punctuality Demonstrated adherence to assigned hours of work.			
Competency in Skills Demonstrated knowledge and/or skills required to perform work.			
Initiative / Follow Through Demonstrated resourcefulness in the completion of required work.			
Interpersonal Skills Demonstrated ability to communicate & relate to students, staff and the public: for example, cooperation, confidentiality, courtesy and sensitivity to others.			
Organizing and Planning Demonstrated skill in utilizing time; ability to arrange and prioritize work.			
Quality of Work Demonstrated accuracy and thoroughness.			
Quantity of Work Demonstrated productivity and/or completion of required work.			
Overall Evaluation This should be your judgment of employee's total performance and not an average of the above evaluation on individual factor performance.			

If "Needs Improvement" is marked, an improvement plan will be developed.

Evaluator's Comments:

Employee's Goals for Next Year:

EMPLOYEE REVIEW

I have discussed this performance evaluation with the employee

Evaluator's Signature

Date

My principal/supervisor has explained the reason for this rating. My signature does not necessarily indicate agreement.

Employee's Signature

Date

****Employee may attach comments within ten (10) workdays after receiving the evaluation**

APPENDIX B BUS DRIVERS EVALUATION FORM

Name of Employee:			Position/Route:		
Evaluation Period:			Date:		
#	Category	Outstanding	Good	Acceptable	Unacceptable
1	Keeps assigned bus clean (inside & outside)				
2	Keeps assigned bus fueled				
3	Completes pre-trip inspection				
4	Reports vehicle problems				
5	Completes required monthly reports				
6	Uses good judgement				
7	Maintains pupil control & enforces rules				
8	Relates well with students				
9	Relates well with other employees				
10	Learns and applies new ideas				
11	Shows interest in work				
12	Abides by rules and regulations				
13	Accepts responsibility willingly				
14	Willingness to do other work (extra trips)				
15	Flexible & adapt to situations				
16	Maintains regular schedule				
17	Complies with instructions				
18	Dependability				
19	Attendance, Punctual				
20	Accepts Constructive Criticism				
21	Safe driving habits				
22	Safety practices				
23	Supervisor Comments:				
24	Employee Comments:				
Employee Signature:			Date:		
Supervisor Signature:			Date:		

APPENDIX C
PSE GRIEVANCE FORM



PSE SEIU LOCAL 1948
Grievance Form



Grievance Number: _____ Employer: _____

Chapter: _____

PSE Filed: Step 1 _____ Step 2 _____ Step 3 _____ Step 4 _____ Step 5 _____

Employer Response: Step 1 _____ Step 2 _____ Step 3 _____ Step 4 _____ Step 5 _____

Grievant's Name: _____

Address: _____
(Mailing Address) (City) (Zip)

Home Phone: _____ Cell Phone: _____

Email Address: _____

Position Title: _____ Hire Date: _____

SUBMITTAL INFORMATION:

I, _____, submit this grievance to _____
on _____, for investigation and resolution.
(Date)

If the grievance is submitted by an Association representative, complete the following:

I certify that I am a _____ and have been authorized by the grievant
(Association Position) named above to file this grievance.

STATEMENT OF GRIEVANCE:

A. Facts on Which Grievance is Based: (if additional space is needed, please use back of form or an attachment).

B. Provisions of Agreement Allegedly Violated: (Article and Section Numbers).

C. Remedy Sought:

Type of Grievance (Circle One):

Bargaining Unit Work

CBA / I / Benefits

CBA / I / Evaluations

CBA / I / Hours

CBA / I / Miscellaneous

CBA / I / Pay

Charter / Sub-Contracting

Discipline

EEO Complaint

Grievance Mediation

Representation Issues

Seniority Bypass

Termination

State Grievance Panel

ULP / Bargaining

ULP / Interference

Unit Clarification

Miscellaneous _____

Signature of Party Submitting Grievance: _____ Date: _____

Union Made

