

COLLECTIVE BARGAINING AGREEMENT BETWEEN
ZILLAH SCHOOL DISTRICT #205
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
ZILLAH CHAPTER

SEPTEMBER 1, 2019 - AUGUST 31, 2022



Public School Employees of Washington/SEIU Local 1948

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TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I	1
ARTICLE II	3
ARTICLE III	3
ARTICLE IV	5
ARTICLE V	6
ARTICLE VI	7
ARTICLE VII	8
ARTICLE VIII	13
ARTICLE IX	15
ARTICLE X	18
ARTICLE XI	20
ARTICLE XII	21
ARTICLE XIII	22
ARTICLE XIV	22
ARTICLE XV	24
ARTICLE XVI	26
ARTICLE XVII	26
ARTICLE XVIII	28
SIGNATURE PAGE	29
SCHEDULE A	30
MOU	31

1
2
3
4
5
6
7
8
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12
13
14
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16
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P R E A M B L E

This Agreement is made and entered into between Zillah School District Number 205 (hereinafter "District") and Public School Employees of Zillah, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter "Association").

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

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

Section 1.3.

All position descriptions and duty assignments for classifications contained in Section 1.4 shall be provided to the Chapter President no later than November 1st of each year.

Section 1.4.

The Bargaining Unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Secretarial, Food Service, Staff Assistants, Custodial, Maintenance, Grounds, Technology/Media Specialist, and Transportation, School Nurse. Excluded: Supervisors of Food Service, Transportation, and Maintenance, Business Manager, Superintendent's Secretary, and Accounting Assistant II and Human Resources.

Section 1.5. Definitions.

The following definitions pertain to all Zillah Classified Classifications:

1. Work Days - defines the days included in the employee's contract year.
2. Calendar Days - defines the universally recognized calendar of months and days.
3. Business Days - defines the days the ZSD Administrative Offices are open for business.
4. Full-time Classified Employee - is one who works on a twelve month per year schedule.

- 1 5. Regular Classified Employee 1 - is one who fills a position requiring from nine (9) months
2 up to but not including twelve (12) months service per year.
3
- 4 6. Replacement Employee - is an employee who fills a position created by an employee on a
5 Board approved leave of absence. Replacement employee or those who fill an opening
6 caused by a replacement and who are not current ZPSE members will not be considered in-
7 district employees for future job openings. Said employees are entitled to Schedule A.:
8
- 9 A. Current employees who apply for take Replacement Positions will be given priority
10 over outside candidates and junior employees when the move would result in an
11 increase of hours, wages or both.
12
- 13 B. Current employees who apply for Replacement Positions will be returned to their
14 previously held position.
15
- 16 C. Replacement employee will not be allowed to transfer during the duration of their time
17 as a replacement employee.
18
- 19 7. New Position - Any position newly created within the bargaining unit and projected to be
20 ninety-one (91) days or more. All new positions must be posted.
21
- 22 8. Open Position/Job - any bargaining unit position/job vacated for more than ten (10)
23 workdays.
24
- 25 9. Substitute Classified Employee - Substitutes who have worked thirty (30) accumulative days
26 in the same position during the current school year and who continue to be available for
27 employment shall be entitled to be placed at ninety percent (90%) of the entry level as
28 shown on Schedule A. Except for Schedule A, any other term or condition of this
29 agreement shall not cover such substitutes. Substitutes working twenty (20) consecutive
30 days or more will receive the probationary rate as shown on Schedule A and shall receive
31 no other benefits.
32
- 33 10. Seasonal Employees – Opportunities for seasonal work i.e., athletic event custodial,
34 summer custodial, spring/summer grounds will be posted at all building sites and the
35 District office. Those employees desiring to be considered for seasonal employment must
36 place their name on the list no later than September and March of each year. Employees
37 interested in performing seasonal work will be hired from the bargaining unit to perform the
38 duties and will be paid per schedule.
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- 40 11. Work Week – Defined as beginning Sunday at 12:01 AM and ending Saturday at 12:00
41 AM.
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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

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

Section 2.3. Drug and Alcohol Testing.

In the event the District has reasonable cause to suspect that an employee may be under the influence of alcohol or illegal drugs while performing the responsibilities of his/her employment with the District, the District shall have the right to require that such employee subject him/her self to drug and/or alcohol testing. The complete cost of such testing shall be at District expense. In the event that the test results are positive, the employee is entitled to a second test which may include (at the employee's option) use of the Gas Chromatograph or other proven test of equal or greater validity. The second test shall be at the employee's expense unless the second test contradicts the results of the first test; in which case, the District shall pay for the second test. Individuals who hold CDL's related to their positions at the District will be subject to random drug and alcohol testing in accordance with Federal Department of Transportation Regulations.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

1 **Section 3.2.**

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

5 **Section 3.3.**

6 Employees subject to this Agreement have the right to have Association representatives or other persons
7 present at discussions between themselves and supervisors or other representatives of the District as
8 hereinafter provided.
9

10 **Section 3.4.**

11 Neither the District, nor the Association, shall discriminate against any employee subject to this
12 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical
13 handicap with respect to a position, the duties of which may be performed efficiently by an individual
14 without danger to the health or safety of the physically handicapped person or others.
15

16 **Section 3.5.**

17 Employee Evaluation/Personnel Files: Each employee shall have the right to see material placed in his/her
18 personnel file and request copies of the same, provided the request is made at the District Personnel Office
19 during working hours. Derogatory material contained in the personnel office shall be expunged, upon
20 request, two (2) years after its placement in the file. This does not include evaluations or issues involving
21 crimes against children. The employee shall have the right to respond, in writing, to any materials in the
22 file and have such response become a part of the file.
23

24 **Section 3.6.**

25 The salary statements for all classified employees shall be redesigned to reflect the following: Hourly
26 wages, hours worked, and union dues deductions to the extent information is available. Provided however,
27 employees are notified at the beginning of each school year of their hours worked, hourly wage and
28 anytime it is subject to change. Also, identify the portion of wages subject to union dues.
29

30 **Section 3.7.**

31 Employees required to lift 20lbs. or more shall receive formal training on lifting techniques provided by
32 the District. Further, employees required to lift 50lbs. or more may, if necessary, request assistance.
33 Employees with known physical limitations shall be provided assistance.
34

35 **Section 3.8. Safety, Tools and Equipment.**

36 All personnel, with a need to know, shall be informed and updated, on an as-needed basis on the following
37 issues: no contact orders, medical alerts, threatening or violent behavior concerning students, parents or
38 the public as soon as the District knows it.
39

40 Employees shall be provided all necessary tools, in good working order, in order to perform the tasks of
41 their positions.
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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit.

Section 4.2.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.2.1.

The Association shall be promptly notified by the District of any grievances or disciplinary action of any employee in the unit in accordance with the provisions of Discharge and Grievance Procedure Articles contained herein. The Association is entitled to have an observer at hearings and discussions conducted by any District 1 official or body arising out of grievance and make known the Association's views concerning the case.

Section 4.3.

Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

Section 4.4. Bulletin Boards.

The District shall provide a bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.4.1.

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 4.5. Access to New Employees of the Bargaining Unit.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. "Reasonable access" for the purposes of this Section means the access to the new employee occurs within one (1) week of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and PSE.

1 **Section 4.5.1. New Employee Orientations.**

2 The District will provide the Association at least ten (10) days' notice of any New Employee
3 Orientation, and within forty-eight (48) hours in advance of the orientation, will provide an
4 electronic list of expected participants.

5
6 The District will provide the Association no less than thirty (30) minutes to make a presentation
7 during each New Employee Orientation. District representatives shall not be present during
8 PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire
9 packets, at the Orientation.

10
11 **Section 4.5.2. New Hire Notification.**

12 The District will provide the Association electronic notification of the name, address, phone
13 number, classification, job title, work location, and work email address of all newly-hired
14 bargaining unit employees at least three working days before they begin their first day on the
15 job.

16
17 **Section 4.5.3. Member Lists.**

18 The District will provide the Association a quarterly bargaining unit list transmitted
19 electronically (first Friday in September, December, March, & June), containing every
20 bargaining unit employee's name; employee number; classification; job title; work location;
21 phone number; address; work e-mail address; hourly rate of pay; hours worked; gross pay;
22 union dues paid; and language preference.

23
24 The District will provide the Association bargaining unit list transmitted electronically, upon
25 being hired, rehired, reinstated, transferred into or out of the bargaining unit, reclassified,
26 promoted, downgraded, placed on leaves of absence of any type including disability, placed on
27 layoff, recalled from layoff, separated (including retirement), added to or deleted from the
28 bargaining unit. This report will include each listed bargaining unit employee's name,
29 employee number, job title, work location, personnel action and reason.

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31 **Section 4.5.4. New Hire Packets.**

32 The District, at the time of hire, will provide all bargaining unit employees a PSE new hire
33 packet, to be furnished by PSE.

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37 **ARTICLE V**

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39 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

40
41 **Section 5.1.**

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

1 **Section 5.2.**

2 It is further agreed and understood that the District will consult with the Association, and meet with the
3 Association upon its request, in the formulation of any changes being considered in existing benefits,
4 hours, wages, grievance procedures and general working conditions.

5 **Section 5.3.**

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

9
10 **Section 5.4.**

11 The parties agree to meet and negotiate any impact with regard to Core Competencies and/or Title I.
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15 **ARTICLE VI**

16 **ASSOCIATION REPRESENTATION**

17
18 **Section 6.1.**

19 The Association will designate a conference committee who will meet with the Superintendent of the
20 District and/or the Superintendent's representative at the request of the Association. The District will
21 provide suitable space to conduct such meetings.
22

23 **Section 6.2.**

24 Upon the request of an employee, the Association representatives shall represent the Association and
25 employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They
26 may receive and investigate to conclusion complaints or grievances of employees on District time and
27 thereafter advise employees of rights and procedures outlined in this Agreement and applicable
28 regulations or directives for resolving the grievances or complaints. They may not, however, continue to
29 advise the employee on courses of action after the employee has indicated a desire not to pursue a
30 grievance. They may consult with the District on complaints without a grievance being made by an
31 individual employee.
32

33 **Section 6.2.1.**

34 Association representatives, when leaving their work on Association related business, shall first
35 obtain permission from their immediate supervisor. The supervisor's permission in these
36 instances will normally be granted. The employees will report their return to work to their
37 supervisors.
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39 **Section 6.2.2.**

40 Time during working hours will be allowed Association representatives for attendance at
41 meetings with the District.
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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, 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.

Section 7.1.1.

Paraeducators shall be provided an appropriate amount of time to perform necessary preparatory work as assigned by the teacher(s). Scheduling of this time shall be determined between the employee and their supervisor.

Section 7.1.2.

Employees who administer student catheterization services shall be provided the training as needed. If the job posting and description that the employee was hired under does not include providing catheterization services, they shall have the right of refusal as described under RCW 28A.210.280.

Only the school nurse or other appropriately trained personnel shall be responsible for students who require adult assistance with feminine hygiene issues.

Employees who are required as part of their regular work assignment to assist with toileting, diapering, feminine hygiene, and other such duties shall be assigned in pairs, in order to avoid the employee being alone with a student in the restroom.

Section 7.2.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of ten (10) workdays or less by mutual agreement.

Section 7.3.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. Shifts shall not be changed without prior notice to the employee of ten (10) workdays or less by mutual agreement.

Section 7.3.1.

The shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.1.1.

Employees working at least three (3) hours longer than a normal workday shall be allowed an additional thirty (30) minute meal period before or during the additional hours worked. A “normal work day” is defined as the schedule the employee is regularly scheduled to work. WAC 296-126-092(3). Employees shall be provided a fifteen (15) minute paid rest period for each four (4) hours worked.

1 **Section 7.3.2.**

2 Employees working over their contracted time consistently for five (5) days or more will notify
3 their immediate supervisor so duties, work schedule and the possibility of additional hours being
4 added to their normal assignment can be reviewed. It is understood that employees must be
5 compensated for any and all hours worked.

6
7 **Section 7.3.2.1.**

8 Rest breaks must be allowed no later than the end of the third (3rd) working hour.
9 However, the employee may agree to take their rest period at a later time.

10
11 **Section 7.4.**

12 In the event an employee is assigned to a shift less than the normal work shift previously defined in this
13 Article, the employee shall be given a fifteen (15) minute paid rest period for each employee who works up
14 to four (4) hours per day. Additionally, all employees who work five (5) hours or more shall receive a
15 thirty-minute (30) uninterrupted lunch break.

16
17 **Section 7.5.**

18 Employees required to work through their regular lunch periods will be given time to eat at a time agreed
19 upon by the employee and supervisor. Employees who are required to forgo their lunch period and are not
20 provided a time to take their lunch period at a later time shall receive compensation for the worked lunch
21 period at one and one half (1 ½) time their normal hourly rate of pay.

22
23 **Section 7.6.**

24 Employees designated by the Superintendent or his designee to work a shift regularly filled by a higher
25 classification employee shall receive compensation based on the higher classification and their years of
26 experience in their current classification only if they perform substantially all of the duties of the higher
27 classification. Whether they perform substantially all the duties of the replaced worker shall be determined
28 through consultation with the replaced employee.

29
30 **Section 7.7.**

31 Recognizing that personnel in the Transportation classification present special shift problems, the parties
32 agree that shifts shall be established in that classification in relation to routes and driving times requisite to
33 fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that employees in the
34 Transportation classification shall be entitled to the benefits of Section 7.4. to the same degree as any
35 other employee. All trips shall be assigned by seniority and availability up to forty (40) hours per week,
36 then the process continues to the next senior member. Drivers shall receive a minimum of two (2) hours
37 pay for each duty call. A duty call is defined as any work other than the normal work shift and work day,
38 noncontiguous with the normal work shift or work day.

39
40 **Section 7.7.1.**

41 The District will make every reasonable effort to supply substitutes for drivers who are absent
42 before assigning driving duties to other bargaining unit members.

43
44 **Section 7.8.**

45 Transportation employees shall be returned at the beginning of each year to the route they occupied at
46 the end of the previous school year.

1 **Section 7.8.1. Bus Routes and Times.**

2 Assignments shall be established by the District in relation to bus routes and time requisite to
3 fulfilling tasks assigned by the Supervisor of Transportation or designee. In October routes will
4 be reviewed by the driver and the Supervisor of the Transportation or designee to determine
5 appropriate time given to routes and effectiveness of the route. If during the course of the
6 school year a concern arises about the length/time of the route the driver and supervisor will
7 meet to discuss the concern and develop a solution. If warranted the driver's route will be
8 adjusted to show the additional time.
9

10 **Section 7.8.2**

11 The established shift times shall be based on time required to perform all regular duties assigned
12 as outlined in Section 7.8.1., except that in addition to all regular duties assigned, each
13 employee shall receive a daily allocation of time to perform duties associated with bus
14 checkout, warm-up, cleanup and safety. This allocation is to be divided as follows:
15

16 Fifteen (15) minutes on the A.M. shift, fifteen (15) minutes on the P.M., fifteen (15) minutes
17 on the Midday and fifteen (15) minutes clean-up. Extra time may be allowed by the
18 Transportation Supervisor for unusual or emergency situations, but not to exceed the
19 additional time actually required through no fault of the employee. This time maybe
20 included in the route language in section 7.9.
21

22 **Section 7.8.3. Summer Work Transportation.**

23 In the event that summer work is available, it shall be posted and awarded to drivers by
24 seniority. Prior to the end of the school year, a list will be available for drivers to sign up for
25 summer work. Drivers not signing up will not be contacted for extra work, provided however,
26 that a driver may add or remove themselves from the list at any time during the summer
27 months.
28

29 **Section 7.8.4. Overnight and Extended Assignments.**

30 Employees on overnight assignments may request an advance to pay for expenses and shall be
31 paid expenses for lodging and meals. Employees shall not be responsible for chaperoning
32 students. Private, separate sleeping quarters shall be made available for the employees. Due to
33 the safety of all concerned, employees must be given adequate rest. For trips over four-hundred
34 (400) miles and/or overnight a fleet card will be made available for driver's use.
35

36 **Section 7.8.5. Extra Trips.**

- 37 A. Transportation employees shall have priority over all other District employees in the
38 selection of extra trips. Extra trips shall be awarded based upon seniority.
39 B. Only in the event that no bargaining unit member is available to drive can the District
40 employee substitutes for extra runs.
41 C. Trip and overtime hours will be tracked by the Transportation Department. The Association
42 shall have the opportunity to review on a regular basis.
43 D. Transportation Department will notify employees about extra trips on a seniority basis as
44 trip requests come in.
45 E. Employees shall have the access to review the online Transportation document.
46

47 **Section 7.8.6. Routes and Middays.**

48 A.M. and P.M, Routes and middays shall be awarded based upon seniority.

1 **Section 7.9.**

2 If the driving time of the route is from one (1) minute to two and a half hours (2.5), then the route shall
3 be compensated at three (3) hours; if the driving time of the route is two hours and fifty-one minutes
4 (2.51) to three (3) hours, then the route shall be compensated at three and a half hours (3.5); and if the
5 driving time of the route is 3.01 hours to 3.5 hours, then the route shall be compensated at 4 hours.
6

7 **Section 7.10.**

8 All hours worked in excess of the forty (40) shall be compensated at the rate of one and one-half (1½)
9 times the employee's base pay.
10

11 **Section 7.11.**

12 All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and one-half
13 (1½) times the employee's base pay if the hours exceed forty (40) hours for the week.
14

15 **Section 7.12.**

16 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice the
17 employee's base pay if the hours exceed forty (40) hours for the week.
18

19 **Section 7.13.**

20 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive
21 workday, shall receive no less than two (2) hours pay at the appropriate rate.
22

23 **Section 7.14. Supplemental Hours.**

24 At the beginning of each school year the District will post the opportunity for those interested in
25 obtaining supplemental hours, i.e., gym supervision. Those interested in obtaining supplement hours
26 will submit a letter of interest to the Superintendent. When the need for supplemental hours arise, the
27 Superintendents or designee will offer/assign hours to those who have submitted a letter of interest.
28 Positions will be awarded in accordance with Section 10.6.
29

30 **Section 7.15.**

31 The District will make every reasonable effort to supply substitutes for custodians who are absent.
32

33 **Section 7.16.**

34 All classified employees will be allowed to work their regular shift on early release days.
35

36 **Section 7.17.**

37 Compensatory time may be taken in lieu of overtime pay at the discretion of the employee.
38 Compensatory time shall be computed at one and one-half (1½) times the overtime hours worked.
39 Employees who earn, but are unable to use compensatory time, shall be compensated in accordance
40 with Section 7.10. within sixty (60) days of inability to use compensatory time. No employee shall be
41 compelled to take compensatory time off in lieu of compensation.
42

43 **Section 7.18. Calendar.**

44 The proposed school calendar shall be given to the Association President at least forty-five (45) days
45 prior to adoption by the Board of Directors. The Association President may consult with the
46 Superintendent for the purpose of providing input to the school year calendar.
47
48

1 **Section 7.19.**

2 When nonstudent day's impact an employees contracted time, the employee will be required to make
3 up the contracted time. A schedule will be determined between the employee and the immediate
4 supervisor, with the immediate supervisor having final approval of the schedule.
5

6 **Section 7.20. School Delay or Closure.**

7 If an employee's workday is less time than regularly scheduled, as a result of a school delay or
8 cancellation, employees shall have the following options:
9

- 10 A. Delayed Start – We expect all employees to report to work at their regular time if they are able
11 to safely arrive at work. For any missed time employees may accept a deduction of pay for the
12 unworked hours or, fulfill the hours owed throughout the following pay period.
13 B. School Cancellation: - Cancellations will be addressed by the District: Any school day that is
14 cancelled will be made up later in the school year.
15

16 In the event of a school closure that results in employees not being able to travel to their assigned
17 worksite, the affected employees shall follow the procedure described below to make up missed work
18 in order to pay each employee the full value of their yearly contracted pay. It is recognized that not
19 necessarily all employees will be impacted by such school closure.
20

21 The intent of this language is to keep employees whole when faced with school closures. The number
22 of hours each employee will need to work to make up contracted time will be determined by their
23 individual work schedule and contracted hours as scheduled on the day(s) that school is closed.
24

25 In any school year, make-up time due to closures will need to be completed within ten (10) days of the
26 final day of the school year.
27

28 Employees may choose one (1) or any combination of the following to account for work hours missed
29 due to closure:
30

- 31 1. Work additional hours as approved by the supervisor.
32 2. Utilize existing emergency leave to make up all or a portion of the time missed.
33 3. Utilize existing personal leave to make up all or a portion of the time missed.
34 4. Take leave without pay.
35

36 Employees will need to account for closure hours no later than the June payroll with the explanation
37 "School Closure Make-Up Time." In the event that an employee fails to submit a request personal
38 leave or emergency leave for make-up time by June 1st, and fails to make up time owed or to inform
39 their direct supervisor in writing that the employee wished to utilize leave for make-up time, the
40 District may deduct the time still owed from said employee's pay.
41

42 **Section 7.21.**

43 If a position is eliminated due to funding and funding is restored for the position, the employee who
44 held the position prior to its elimination would have first right of refusal before position is posted. The
45 position must be the same position and have the same job duties as the previously eliminated position.
46 The district will determine if the position is the same.
47
48

1 **Section 7.22.**

2 Call back pay. Should an employee show up to work and school is cancelled, delayed, or a trip is
3 canceled without advance notice or an employee is called back to work for any reason, the employee
4 shall be compensated for no less than two (2) hours of work regardless if there is work for them to do.
5
6

7 **ARTICLE VIII**

8
9 **HOLIDAYS AND VACATIONS**

10
11 **Section 8.1. Holidays.**

12 All full-time employees shall receive the following paid holidays that fall within their work year:
13

- | | | |
|----|---------------------------|--|
| 14 | 1. New Year's Day | 7. Veterans' Day |
| 15 | 2. Martin Luther King Day | 8. Thanksgiving Day |
| 16 | 3. Presidents' Day | 9. Native American Heritage Day (Day after Thanksgiving) |
| 17 | 4. Memorial Day | 10. Day before Christmas |
| 18 | 5. Independence Day | 11. Christmas Day |
| 19 | 6. Labor Day | |

20 All less than full-time employees shall receive the following paid holidays beginning September 1, 1980:
21

- | | | |
|----|---------------------------|--|
| 22 | 1. New Year's Day | 6. Veterans' Day |
| 23 | 2. Martin Luther King Day | 7. Thanksgiving Day |
| 24 | 3. Presidents' Day | 8. Native American Heritage Day (Day after Thanksgiving) |
| 25 | 4. Memorial Day | 9. Christmas Day |
| 26 | 5. Labor Day | |

27 All employees (where applicable) shall receive a paid early release (12:00 Noon) for New Year's Eve.
28

29 **Section 8.1.1. Unworked Holidays.**

30 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
31 at the time the holiday occurs. Employees who are on the active payroll on the holiday and
32 have worked both their last scheduled shift preceding the holiday and their first scheduled shift
33 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such
34 unworked holiday; provided, however, Labor Day shall be paid to less than full-time
35 employees. An exception to this requirement will occur if employees can furnish proof
36 satisfactory to the District that because of illness they were unable to work on either of such
37 shifts.
38

39 **Section 8.1.2. Worked Holidays.**

40 Employees who are required to work on the above described holidays shall receive the pay due
41 them for the holiday, plus their base rate for all hours worked on such holidays.
42

43 **Section 8.1.3. Holidays During Vacation.**

44 Holidays occurring during vacation are not charged as vacation leave.
45

46 **Section 8.2. Vacations.**

47 The vacation to which a full-time employee shall be entitled shall be computed in accordance with the
48 following:

Year	Number of Annual Vacation Days
1	5
2	7
3-6	10
7-15	15
16-20	20
21	21
22	22
23	23
24+	25

Vacation days shall be allocated to eligible employees on September 1st of each school year (“Front-loaded”).

Employees who are currently “back-loaded” for vacation days as of September 1, 2019 shall continue to have their vacation days awarded in this manner unless otherwise agreed to by the District and the Association.

Section 8.2.1.

Vacations should be scheduled on an annual basis with the supervisor prior to October 1st. Any changes must be scheduled and approved a minimum of two (2) weeks prior to vacation.

Section 8.2.2.

Vacation days must be used by your employment anniversary date of each year for “backloaded” employees. Up to five (5) days may be carried over each year.

Section 8.2.3.

Upon separation from employment any unused vacation time shall be cashed out at the employee’s regular rate of pay.

Section 8.2.4.

Up to five (5) days may be carried over each year.

Section 8.2.5.

Upon separation from employment any unused vacation time shall be cashed out at the employee’s regular rate of pay.

Section 8.3.

Time on layoff and time on authorized leave of absence will be counted for the purpose of establishing and retaining eligibility dates.

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ARTICLE IX

LEAVES

Section 9.1. Leave For Illness, Injury And Emergency.

Section 9.1.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than eleven (11) days of sick leave per school year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated up to the amount allowed under State statute. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. It is understood that although sick leave credit is given in advance of the work year, it is credited as follows: One day at the beginning of the work year, and one (1) day for each additional month up to a total of twelve (12) days. If leave is taken in excess of the above formula, and an employee leaves the District's employ, the difference will be deducted from the final paycheck. For less than "full work year" employees (less than 180 days), the sick leave allotment shall be prorated. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with 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.

Section 9.1.2.

An employee is authorized to utilize sick leave for the following reasons (reference RCW 49.46.210): To provide care for a family member with mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health conditions; or care for a family member who needs preventative medical care needed to provide care for a family member with a mental or physical illness, injury, or health condition. Family means any of the following:

- A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- C. A spouse;
- D. A registered domestic partner;
- E. A grandparent;
- F. A grandchild; or
- G. A Sibling

After three (3) consecutive days the District may require a verification statement from a physician or other practitioner.

1 **Section 9.1.3. Emergency Leave.**

2 Emergency leave shall be granted with pay. Emergency leave may be taken by an employee
3 due to a problem that has been suddenly precipitated or is unplanned, or where preplanning
4 could not relieve the necessity for the employee’s absence. Such leave shall be taken from sick
5 leave. The intent of Emergency Leave is to make it possible for employees to be absent for the
6 reasons stated and not for personal pleasure or profit or to extend a holiday.
7

8 **Section 9.1.4.**

9 In the event employees are absent for reasons which are covered by Industrial Insurance, the
10 District shall pay the employee an amount equal to the difference between the amount paid the
11 employee by the Department of Labor and Industries and the amount the employee would
12 normally earn. A deduction shall be made from the employee's accumulated sick leave in
13 accordance with the amount paid to the employee by the District.
14

15 **Section 9.1.5.**

16 Employees who have accrued sick leave while employed by another public school District in
17 the State of Washington shall be given credit for such accrued sick leave upon employment by
18 the District provided that not more than one year has elapsed since such prior employment.
19

20 **Section 9.1.6. Sick Leave Attendance Incentive Program.**

21 In January of the year following any year at which a maximum of sixty (60) days of leave for
22 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
23 option to receive remuneration for unused leave for illness or injury accumulated in the
24 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
25 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days leave for
26 illness or injury for which compensation has been received shall be deducted from accrued
27 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary
28 compensation.
29

30 **Section 9.1.7.**

31 At the time of separation from School District Employment, an eligible employee shall receive
32 remuneration in accordance with all applicable laws (RCW 28A.400.210) for accrued leave for
33 illness or injury.
34

35 **Section 9.2. Bereavement Leave.**

36 Each employee shall be entitled to a maximum of five (5) days with pay for absence caused by death to an
37 employee's family member (see definition in Art. IX, Sec. 9.1.2, above). Such bereavement leave shall not
38 be deducted from sick leave. Each employee shall be entitled to two (2) days, taken from sick leave, for
39 absence caused by the death of a close friend. Bereavement leave is noncumulative.
40

41 **Section 9.3. Personal Leave.**

42 Each employee shall be provided two (2) days of Personal Leave per year (Personal Not From Sick).
43 Additionally, employees can use two (2) days of Sick Leave as Personal Leave. Employees who want to
44 use Personal Leave need only indicate if the leave is to be taken from personal and not from sick OR
45 personal from sick. The annual earned Personal Not From Sick Leave Days can be accumulated to a
46 maximum of five (5) days; i.e.: staff can rollover, up to, but not exceed three (3) days of unused Personal
47 Leave Days (NOT from Sick). The granting of such leave is dependent on the availability of substitute
48 help.

1 **Section 9.4. Maternity/Parental/Adoption Leave.**

2 Upon application therefore, the District shall grant maternity/parental/adoption leave. Such leave shall
3 commence at such time as the employee, and her medical advisor, deem necessary. Employees granted
4 maternity/parental/adoption leave must return to work not later than one (1) year following the granting of
5 the maternity leave. Employees granted maternity/parental/adoption leave may, at their option, be allowed
6 compensation for maternity/parental/adoption leave in accordance with Section 9.1.1. above. Before
7 returning to work, the employee must be certified by her physician as ready and able to return. The
8 District shall grant employees five (5) days of leave for the birth of a grandchild and up to ten (10) days of
9 leave for extenuating circumstances in relation to the birth of a grandchild. Employees shall utilize any
10 leave they have available.

11
12 **Section 9.5. Judicial Leave.**

13 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a
14 codefendant with the District, such employee shall receive a normal days pay for each day of required
15 presence in court.

16
17 **Section 9.6. Leave of Absence.**

18
19 **Section 9.6.1.**

20 The returning employee will be assigned to the position occupied before the leave of absence.
21 Employees hired to fill positions of employees on leave of absence will be hired for a specific
22 period of time, during which they shall be subject to all provisions of this Agreement. It shall
23 be the responsibility of the employer to inform replacement employees of these provisions.

24
25 **Section 9.6.2.**

26 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
27 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
28 the employee is on leave of absence; provided, however, that if such leave is approved for
29 extended illness or injury, seniority shall accrue.

30
31 **Section 9.6.3. Sick Leave Sharing.**

32 Donation of leave to co-worker: employees leave sharing will be administered in compliance
33 with RCW 28A. 400.380 and WAC 392-126-104. All donated leave will be given voluntarily.
34 Such donations will remain confidential.

35
36 **Section 9.6.4. Federal Family Leave.**

37 Up to twelve (12) weeks unpaid leave will be granted to employees who qualify under the
38 Federal Family Leave Act of 1993. For the proposes of granting said leave, the employee must
39 have worked a minimum of eight hundred and fifty hours (850) in any twelve (12) month
40 period to qualify.

41
42 **Section 9.7. Faith and Conscience Leave.**

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

1 accordance with the provisions of WAC 82-56-20, 30. Employees desiring to take leave described in
2 this section must request leave not later than 72 hours before the leave is to begin if possible, and the
3 employer must respond within 24 hours of the request, or the leave will be deemed to have been
4 granted.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

11 The seniority of an employee within the bargaining unit shall be established as of the date on which the
12 employee accepts position (hereinafter "hire date") unless such seniority shall be lost as hereinafter
13 provided.
14

Section 10.2.

15 Each new hire shall remain in a probationary status for a period of sixty (60) workdays following the hire
16 date. During this probationary period the District may discharge such employee at its discretion.
17

Section 10.2.1.

18 Association membership shall be applied in accordance with Article XIV of this contract.
19 Employee deductions shall be authorized in writing. The Association President shall be notified
20 upon hiring of a classified employee within three (3) business days. Probationary employees
21 shall be entitled to all rights and benefits retroactive to hire date at the completion of the
22 probationary period.
23

Section 10.3.

24 The seniority rights of an employee shall be lost for the following reasons:
25

- 26 A. Resignation;
- 27 B. Discharge for justifiable cause;
- 28 C. Retirement; or
- 29 D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 10.4.

30 Seniority rights shall not be lost for the following reasons, without limitation:
31

- 32 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 33 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
34 United States;
- 35 C. Time spent on other authorized leaves; or
- 36 D. Time spent in layoff status as hereinafter provided.

Section 10.5.

37 Seniority rights shall be effective within the general job classification. As used in this Agreement, general
38 job classifications are those set forth in Article I, Section 1.4. Those employees applying for positions
39 outside of their classification, as defined in Section 1.4, shall be considered and granted an interview.
40
41
42
43

1 **Section 10.6.**

2 The employee with the earliest hire date shall have preferential rights regarding shift selection new and
3 open positions, assignment (including lateral movement to open positions and assignments), overtime,
4 vacation periods and special services. The employee with the earliest hire date shall have preferential
5 rights regarding promotions, assignment to new or open jobs or positions, layoffs; if there are no
6 classification applicants, then non-classification applicants have preferential rights over non-
7 classification junior employees and outside applicants when ability and performance are substantially
8 equal with junior employees. If the District determines that seniority rights should not govern because a
9 junior employee possesses ability and performance greater than a senior employee or senior employees,
10 the District shall set forth in writing to the employee or employees and the organization's grievance
11 committee chairperson its reasons why the senior employee or employees have been bypassed. Employees
12 will be granted an interview if they are not within the job classification prior to considering any other non
13 ZPSE candidate.

14
15 **Section 10.7.**

16 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
17 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire
18 date and a new classification.

19
20 **Section 10.8.**

21 The District shall publicize within the bargaining unit for five (5) workdays the availability of open
22 positions as soon as possible after the District is apprised of the opening. The District will also publicize
23 openings on the District website and a copy of the job posting shall be forwarded to the President of the
24 Association.

25
26 **Section 10.8.1**

27 Each job posting announcement shall include a current position description for the opening as well
28 as the expected hours worked per day.

29
30 **Section 10.9.**

31 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
32 District according to layoff ranking. Such employees are to have priority in filling an opening in the
33 classification held immediately prior to layoff. In the event of a layoff all open or new positions will be
34 offered in-house first, on a seniority basis. The resulting vacancy will then be offered to those on layoff
35 status, after the original opening is filled. (This will result in a two-step process first posted inside, then if
36 filled inside the one-time vacancy will be offered to the pool) Those in layoff status do not have priority
37 over current employees with greater seniority. Names shall remain on the reemployment list for one (1)
38 year.

39
40 **Section 10.10.**

41 Employees on layoff status shall file their addresses in writing with the personnel office of the District and
42 shall thereafter promptly advise the District in writing of any change of address.

43
44 **Section 10.11.**

45 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not
46 comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
47 reemployment within ten (10) days.

1 **Section 10.12.**

2 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued
3 benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.
4

5 **Section 10.13.**

6 Pursuant to State and Federal law (Elementary and Secondary Education Act also known as No Child Left
7 Behind) it is understood that Paraprofessionals may be required to take and pass an academic test. They
8 understand that if they are required to take such a test they will do so and if unable to pass the test the
9 District may be required to terminate their employment without further notice or cause.
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13 **ARTICLE XI**

14 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

15
16
17 **Section 11.1.**

18 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
19 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the
20 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the
21 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 in writing prior to the expiration of the school year.
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 employees
41 two (2) weeks notice of intention to layoff.
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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

VEBA shall continue to be available, in accordance with the VEBA rules and regulations, to all eligible employees. The District shall fund VEBA according to the ratio as follows:

- An eight (8) hour employee shall receive twenty-five (\$25.00) dollars per month.
- Less than eight (8) hour employees shall receive a pro-rated amount of the contribution per month, based on their FTE.

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Section 12.1.1

The employer 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 12.2.

The District agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred thirty (630) hours or more per school year.

Section 12.3.

Since State law and SEBB do not provide these optional insurance plans, the District agrees to provide all eligible employees the following optional insurance plans: VEBA (Voluntary Employees Benefits Association, 403b, AFLAC (limited options).

Section 12.4.

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

Section 12.4.1.

Employee Retirement Contribution Deferral: The employee retirement contribution to the Public Employees' Retirement System shall be tax deferred in accordance with applicable State rules and regulations.

Section 12.5.

All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan. The District shall make such determination of eligible plan providers as is required by applicable IRS regulations. The District is empowered to make such other changes in the administration and offerings of Section 403b plans as is required by applicable IRS regulations. The District will make deductions from employee salaries in accordance with applicable regulations and the District adopted plans.

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ARTICLE XIII

VOCATIONAL TRAINING

Section 13.1.

Employees required by the District or the State to attend training courses as a condition of employment, shall be compensated at the appropriate hourly rate for all time in attendance, plus expenses.

Employees may request to attend courses or workshops that pertain to their classification. However, any financial reimbursement by the District for such courses will be left to the sole discretion of the Superintendent.

Section 13.1.1.

Those employees participating in certification classes within their classification shall be entitled to an hourly increase of thirty-five (35) cents upon receiving their certificate. This section applies retroactively to those employees currently holding certificates within their classification. A minimum of ten quarter credits or one-hundred (100) clock hours within this classification is required to qualify for the stipend. Documentation of certification and credits/clock hours must be provided to the District by the employee. In addition, classified staff with an AA or BA/BS degree from an accredited institution shall be compensated an additional fifty-cents (\$0.50) per hour for all hours worked.

Section 13.2. Staff Development.

The District shall provide a Staff Development fund of twelve-hundred and fifty (\$1250.00) dollars. The Staff Development fund is non-accumulative from year to year. The disbursement of the funds will be mutually determined between management and the Association.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Dues Deduction.

The District agrees to deduct PSE dues, assessments, and any and all voluntary contributions to PSE from the pay of any employee subject to this Agreement who authorizes such deductions in writing in accordance with the law.

Section 14.2. Dues.

Upon authorization of any public employee within the bargaining unit, the District shall Deduct from the pay of such employee the monthly amount of dues, certified by the secretary of the Public School Employees of Washington/ SEIU Local 1948 and shall transmit the same to the treasurer of PSE/SEIU Local 1948. Upon authorization, the District shall deduct local dues as established by the local PSE/SEIU Local 1948 chapter and transmit the same to the treasurer of the local PSE/SEIU Local 1948 chapter.

1 **Section 14.3.**

2 Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of
3 the Union in good standing, shall maintain their membership in the Union during the term of this
4 Agreement unless membership is revoked through contact with the Union.
5

6 **Section 14.4.**

7 The District will notify the Association of all new hires within three (3) workdays of the hire date. At
8 the time of hire, the District will inform the new hire of the terms and conditions of this Article.
9

10 **Section 14.5. Political Action Committee.**

11 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
12 deduct from the pay of such bargaining unit employee the amount of contribution the employee
13 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the
14 Union dues transmittal check. Section 14.7. of the Collective Bargaining Agreement shall apply to
15 these deductions. The employee may revoke the request at any time. At least annually, the employee
16 shall be notified by the PSE State Office, about the right to revoke the request.
17

18 **Section 14.6. Hold Harmless.**

19 The Association and Public School Employees of Washington/SEIU Local 1948 agree to indemnify,
20 defend and hold harmless the employer from any and all liability resulting from the dues deduction
21 system.
22

23 **Section 14.7. Checkoff.**

24 The District shall deduct PSE dues, assessments, and political action contribution from the pay of any
25 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. PSE will be the
26 custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records,
27 it has the responsibility to ensure the accuracy and safe-keeping of those records. The District shall
28 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a
29 monthly basis.
30

31 **Section 14.8. Electronic Signatures/Voice Authorizations.**

32 The parties acknowledge and agree that the term “written authorization” as provided in this Agreement
33 includes authorizations created and maintained by the use of electronic records, electronic signatures,
34 and voice authorizations, consistent with state and federal law. The association therefore may use
35 electronic records and voice authorizations to verify membership, authorization for voluntary
36 deduction of dues and fees from wages or payments for remittance of COPE funds subject to
37 requirements of state and federal law. The employer shall accept confirmations from the association
38 that the association possesses electronic records of such membership and give full force and effect to
39 such authorizations as “written authorization” for purposes of this Agreement.
40

41 Public School Employees of Washington/SEIU Local 1948 will provide a list of those members who
42 have agreed to union membership via voice authorization. In addition, upon request, access to the
43 District to the .wav files associated with the voice authorization. PSE will be the custodian of the
44 records related to voice/E-signature authorizations.
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ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

A grievance is defined as a claim by a member of the bargaining unit of mistreatment, inequitable treatment, or misapplication of the specific terms and conditions of this Agreement. Such claims are to be processed in strict compliance with this Article.

The term "days" when used in this Article refers to the work days, that is, days on which the Business Office of the District is open.

If an individual employee chooses to not follow the grievance procedure the grievance may become void.

Section 15.2. Grievance Steps.

Section 15.2.1.

Employees shall first discuss the grievance with his or her immediate supervisor in an attempt to bring resolution at the lowest possible level. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the attention of the immediate supervisor in accordance with the preceding sentence within twenty (20) work days of the occurrence of the grievance shall be invalid and subject to no further processing.

- A. The date of informal conference;
- B. The facts on which the grievance is based;
- C. A reference to the specific provisions in this Agreement which have been allegedly violated; and
- D. The remedy sought.'

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. Within five (5) work days of receipt of the written grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing five (5) work days of the meeting and shall furnish a copy to the grievant. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.3.

If no settlement has been reached, the grievance may be submitted to the Superintendent within five (5) work days of receipt of the written response of the immediate supervisor.

Within five (5) work days of receipt of the grievance, the Superintendent shall meet with the grievant in an effort to resolve the grievance. The Superintendent or his/her designee shall, within five (5) work days of the meeting, indicate his/her disposition of the grievance in writing and shall furnish a copy to the grievant.

If an agreeable disposition is made, all parties to the grievance shall sign it.

1 **Section 15.2.4.**

2 If no settlement is reached through the preceding subsection, the grievant may appeal to the
3 Board of Directors within ten (10) work days of receipt of the written response from the
4 Superintendent. The Board of Directors shall hear the grievance within thirty (30) calendar
5 days of receipt of the appeal. The Board of Directors reserves the right to summon the
6 employee for an oral statement of the grievance. The employee reserves the right to appear
7 before the Board of Directors to explain the grievance. At any appearance before the Board of
8 Directors, the employee may be accompanied by an Association representative or designee.

9
10 A written statement of finding of the Board shall be delivered to the grievant within fifteen (15)
11 calendar days of the hearing. If an agreeable disposition is made, all parties to the grievance
12 shall sign it.

13
14 **Section 15.2.5.**

15 If the grievant is not satisfied with the disposition of the grievance by the Board, within ten (10)
16 work days after receipt of the same, the grievance, only at the option of the Association, may be
17 submitted before an impartial arbitrator. The Association shall exercise its right of arbitration
18 by giving the Superintendent notice of its intention to arbitrate within ten (10) work days of
19 receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator
20 within five (5) work days from the notification date that arbitration will be pursued, the
21 arbitrator shall be selected by the American Arbitration Association in accordance with its
22 rules, which rules shall likewise govern the arbitration proceeding, except as provided in
23 subsection 15.2.7. The Board and the Association shall not be permitted to assert in such
24 arbitration proceedings any ground rule, except as provided in subsection 15.2.7, or to rely on
25 any evidence not previously disclosed to the other party. The decision of the arbitrator shall be
26 final and binding upon both parties.

27
28 **Section 15.2.6.**

29 Each party shall bear its own cost of arbitration except that the fees and charges of the
30 arbitrator, if any, shall be shared equally by both parties.

31
32 **Section 15.2.7.**

33 The arbitrator shall have no power to alter, add to, or subtract from, the terms of the
34 Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the
35 Agreement as cited in the grievance form. The arbitrator's decision shall be in writing and shall
36 set forth his findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator
37 shall be without power or authority to make any decision which requires the commission of an
38 act prohibited by law, or which violates the terms of this Agreement. The decision of the
39 arbitrator shall be submitted to the Board and the Association and shall be final and binding on
40 both parties. Upon request of either party, the merits of the grievance and the substantive and
41 procedural arbitrability issues arising in connection with the grievance may be consolidated for
42 hearing before an arbitrator provided the arbitrator shall not resolve the question of arbitrability
43 of a grievance prior to having heard the merits of the grievance.

44
45 **Section 15.2.8.**

46 The time limits provided in this Article shall be strictly observed unless extended by written
47 agreement of the parties. Failure of the Association to proceed with its grievance within the
48 time limits provided shall result in the dismissal of the grievance. Failure of the Board or its

1 representatives to take the required action within the time limits provided shall cause the
2 grievance to be automatically elevated to the next level of the grievance procedure.

3
4 **Section 15.2.9.**

5 All hearings and conferences pursuant to this grievance procedure shall be scheduled at a time
6 and place which will afford a reasonable opportunity for all parties entitled to attend to be
7 present, including any and all witnesses.

8
9 **Section 15.2.10.**

10 If an individual employee has a personal complaint which he/she desires to discuss with the
11 Supervisor, he/she is free to do so without recourse to the grievance procedure.

12
13 **Section 15.2.11.**

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

16
17
18 **ARTICLE XVI**

19
20 **TRANSFER OF PREVIOUS EXPERIENCE**

21
22
23 **Section 16.1.**

24 Any new hire who had just previously been employed by any School District in the State of Washington
25 and is hired to perform work similar to that in which previously engaged, shall be given longevity credits
26 in the District in accordance with this Article.

27
28 **Section 16.2.**

29 Transfer of previous experience and other benefits from one school District to another in the State of
30 Washington shall be in accordance with current statute.

31
32
33 **ARTICLE XVII**

34
35 **SALARIES AND EMPLOYEE COMPENSATION**

36
37
38 **Section 17.1.**

39 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.
40 Each employee shall receive a full accounting and itemization of authorized deductions, hours worked to
41 date.

42
43 **Section 17.2.**

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

1 **Section 17.2.1.**

2 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
3 terms and conditions of Article XVIII, Section 18.4. Should the date of execution of this
4 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to
5 the effective date.

6
7 For 2019-2020, hourly wages will be increased by 4.5% (IPD + 2.5%).

8 For 2020-2021, hourly wages will be increased by IPD + 1.5%.

9 For 2021-2022, hourly wages will be increased by IPD + 1.5%.

10
11 **Section 17.2.2.**

12 Incremental steps, where applicable, shall take effect on September 1st of each year during the
13 term of this Agreement.

14
15 **Section 17.2.3.**

16 Any employee who changes job positions or classifications shall receive full longevity credit
17 regarding step placement on Schedule A.

18
19 **Section 17.3.**

20 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter ($\frac{1}{4}$) hour.

21
22 **Section 17.4.**

23 Any employee required to travel from one site to another in a private vehicle during working hours shall
24 be reimbursed for such travel on a per-mile basis at the rate set by the Legislature of the State of
25 Washington.

26
27 **Section 17.5.**

28 Employees required to remain overnight on District business shall be reimbursed for room and board
29 expenditures.

30
31 **Section 17.6.**

32 Payroll deductions shall be limited to those mandated by state or federal statute, employees and
33 dependent's health and life insurance amounts, Section 125 Unreimbursed Medical Plan and Dependent
34 Care amounts approved Section 403. B deferrals approved Section 457 deferrals, VEBA amounts, dues.
35 Salary adjustments or corrections and certain directed deposits' amounts.

36
37 **Section 17.7.**

38 Classified employees who are directed by their immediate supervisor and are able to provide
39 translation services will be paid an additional fifty (\$0.50) cents per hour when translation for an extended
40 time period (greater than thirty (30) minutes). This time will include, but not limited to: Parent
41 Conferences, IEP Meetings and Discipline Hearings.

42
43 **Section 17.8.**

44 During the hours the Driver Trainer is performing training duties they will receive an extra two dollars and
45 fifty-eight cents (\$2.58) per hour added to their base wage.

1 **Section 17.9.**

2 Emergency Substitutes – Paraeducators who are utilized as emergency substitute teachers shall receive
3 an additional six dollars (\$6.00) per hour for all hours worked as an emergency substitute.
4

5 At the direction and discretion of the Building Administrator, classified staff who are certified to
6 substitute teach will be offered substitute teaching work. These additional opportunities shall be
7 offered on a rotational basis in each building.
8

9 In extreme emergencies, classified staff may be asked to substitute at a different building, in addition
10 to being assigned substitute teaching work in the employee’s regular assigned building when other
11 options to secure a substitute teacher have been exhausted.
12

13 The District shall pay for the renewal of emergency certificates for eligible employees. The District
14 shall also pay for the cost of fingerprinting and certificate fees for eligible employees. In order to be
15 eligible for the upcoming school year, employees need to apply for initial certificates and renewals by
16 August 1st of each year.
17

18 The names of those Paraeducators who hold emergency substitute certification will be added to a
19 seniority based rotation list. Emergency substitute opportunities shall be awarded based on seniority
20 rotation for each school building. Should a person decline an opportunity the opportunity shall be
21 awarded to the next person on the rotation list. The individual who declined the opportunity shall not
22 be awarded another opportunity until the next time their name is up on the rotation list.
23
24
25

26 **ARTICLE XVIII**

27 **TERM AND SEPARABILITY OF PROVISIONS**

28
29
30 **Section 18.1.**

31 The term of this Agreement shall be September 1, 2019 to August 31, 2022. This agreement shall be
32 closed for three (3) years except as specified in Section 18.4
33

34 **Section 18.2.**

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

38 **Section 18.3.**

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

42 **Section 18.4.**

43 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
44 parties in writing; provided, however, the Agreement shall be reopened as necessary to consider the
45 impact of any legislation enacted following the execution of this Agreement which may arguably affect
46 the terms and conditions herein or create authority to alter personnel practices in public employment
47 and to negotiate insurance. Due to a three (3) year agreement the parties agree to increase all wages on
48 Schedule A on September 1st of the second (2nd) and third (3rd) year of this agreement.


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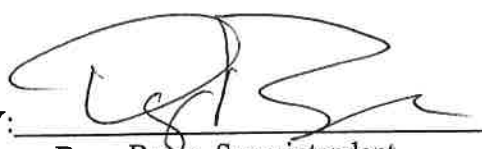
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

ZILLAH CHAPTER

ZILLAH SCHOOL DISTRICT #205

BY: 
Bev Sevigny, Chapter President

BY: 
Doug Burge, Superintendent

DATE: 10/10/19

DATE: 10/10/19

SCHEDULE A
 ZILLAH SCHOOL DISTRICT #205
 SEPTEMBER 1, 2019 - AUGUST 31, 2020

	Sub Rate 85% of	I	II	III	IV	V
	Step 1	Yrs. 1-4	Yrs. 5-8	Yrs. 9- 14	Yrs. 15- 19	Yrs. 20
					1.50%	1.50%
Signer	\$16.43	\$19.33	\$20.01	\$21.47	\$21.81	\$22.13
Staff Educational Assistant	\$14.63	\$17.21	\$17.87	\$19.07	\$19.35	\$19.65
Gym Supervision						
One rate	\$17.41	\$20.48				
Head Cook/Baker	\$15.52	\$18.26	\$19.09	\$20.04	\$20.35	\$20.65
Cook	\$14.82	\$17.44	\$18.10	\$19.24	\$19.53	\$19.83
Grounds	\$17.09	\$20.11	\$21.00	\$22.67	\$23.02	\$23.37
Custodian/Grounds	\$16.71	\$19.66	\$20.53	\$22.15	\$22.49	\$22.81
Head Custodian-7% over base	\$17.88	\$21.04	\$21.97	\$23.71	\$24.06	\$24.43
Bus Driver	\$17.69	\$20.81	\$21.65	\$23.44	\$23.77	\$24.14
Bus Mechanic	\$19.26	\$22.65	\$23.86	\$25.72	\$26.11	\$26.50
Secretary	\$14.81	\$17.42	\$18.04	\$19.37	\$19.66	\$19.95
Head Secretary/Records Clerk/Home Visitor/Nurse	\$17.15	\$20.16	\$20.96	\$22.54	\$22.90	\$23.22
Technology/Media Specialist	\$22.09	\$25.99	\$27.46	\$29.52	\$29.97	\$30.41
Substitute Pay will be 85% of First Step						

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, THE ZILLAH CHAPTER AND THE ZILLAH SCHOOL DISTRICT #205. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.4. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Effective September 1, 2019, all Paraeducators defined as classified school employees who work under the supervisor of certificated or licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; and
2. (a) Have received a passing grade on the education testing service Paraeducator assessment; or
 - (b) Hold an associate of arts degree; or
 - (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher educator; or
 - (d) Have completed a registered apprenticeship program.

Each Paraeducator as defined in the bill will be required to complete the Fundamental Course of Study (FCS). The District must provide twenty-eight (28) hours of paid training (fourteen (14) hours in 2019-2020 / fourteen (14) hours in 2020-2021) and associated costs on the state standards of practice for all Paraeducators. The District will also provide access to computers and other technology needed to be successful in obtaining the FCS and certificates.

Once the twenty-eight (28) hours have been earned, Paraeducators are then eligible to earn a General Certificate by completing an additional seventy (70) hours of courses on the standards of practice. The General certificate must be completed within three (3) years of finishing the FCS and will not expire.

Paraeducators can also complete the Subject Matter Certificates (SMC). The SMC consists of the; English Language Learner (ELL) Subject Matter and the Special Education Subject Matter Certificates. Both certificates require twenty (20) hours of professional development in their specific subject area and the certificates will expire after five (5) years. Course hours for the SMC will count towards the General Certificate.

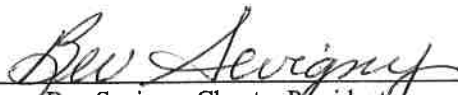
Paraeducators who choose to obtain the Advanced Paraeducator Certificate will complete seventy-five (75) hours of professional development related to the following duties; assisting in highly impacted classroom, assisting in specialized instructional support and instructional technology applications, mentoring and coaching other Paraeducators and acting as a short-term emergency substitute teacher.

Professional development hours which include; clock hours and the state approved apprenticeship program, will count towards continuing education credit hours.

This agreement will remain in effect through the remainder of the current Collective Bargaining Agreement.

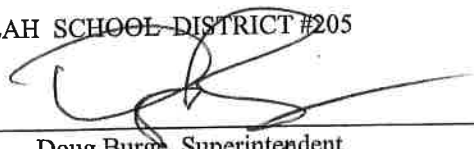
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

ZILLAH CHAPTER

BY: 
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DATE: 10/10/19

ZILLAH SCHOOL DISTRICT #205

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