

COLLECTIVE BARGAINING AGREEMENT

Between



PORT TOWNSEND SCHOOL DISTRICT

And



**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 925**

September 1, 2023 – August 31, 2025

**PORT TOWNSEND SCHOOL DISTRICT
TABLE OF CONTENTS
2023-2025**

<u>TITLE</u>	<u>PAGE #</u>
AGREEMENT	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 - UNION RIGHTS	
Section 2.1 – Union Lists	1
Section 2.2 – Union Access	2
Section 2.3 – Union Membership	2
Section 2.4 – Labor Management Committee	3
Section 2.5 – District Committee Participation Pay	3
Section 2.6 – Non-Discrimination	4
Section 2.7 – Individual Contracts	4
Section 2.8 – Shop Stewards	4
Section 2.9 – Union Orientation	4
ARTICLE 3 - MANAGEMENT RIGHTS	
Section 3.1 – Management Rights	5
Section 3.2 – Rules/Regulations	5
Section 3.3 – Matters Not Covered by Agreement	5
Section 3.4 – Fair and Reasonable Judgement	5
ARTICLE 4 - WORKING CONDITIONS	
Section 4.1 - General	5
Section 4.2 - Bus Drivers	11
Section 4.3 - Secretaries	14
Section 4.4 - Para Professionals	15
Section 4.5 - Campus Supervisor	16
Section 4.6 - Custodians	16
Section 4.7 - Maintenance & Grounds Personnel	17
Section 4.8 - Food Service Personnel	17
Section 4.9 - Computer Technology Personnel	18
Section 4.10- LPN	18
ARTICLE 5 - LEAVES	
Section 5.0 – Annual Leave	19
Section 5.2 – Sick Leave and Emergency Leave	20
Section 5.3 – Bereavement Leave	22
Section 5.4 – Family Illness Leave	22
Section 5.5 – Jury Duty	22

Section 5.6 – Maternity/Paternity Leave	22
Section 5.7 – Leave of Absence without Pay	23
Section 5.8 – Court Appearance	24
Section 5.9 – Union Leave	25
ARTICLE 6 - HOLIDAYS	
Section 6.1 – Holidays	25
Section 6.2 – Pay for Work on Holidays	25
Section 6.3 – Determining Overtime	25
ARTICLE 7 - INSURANCE	
Section 7.1 - SEBB Insurance	26
Section 7.2 - Eligibility	26
Section 7.3 - Benefits	26
Section 7.4 - Premiums	26
Section 7.5 - Termination	26
Section 7.6 - Construction	26
Section 7.7 - Enrollment Periods	26
Section 7.8 - Other Voluntary Benefit Plans	26
Section 7.9 - Research Benefits	27
Section 7.10 - Legislated Changes in Funding	27
Section 7.11 - VEBA	27
Section 7.12 - Testing/Screening/Quarantine	28
ARTICLE 8 - SENIORITY/REDUCTION IN FORCE/RECALL	
Section 8.1 – Seniority and Probationary Period	28
Section 8.2 – Reduction in Force	28
Section 8.3 – List of Employees by Seniority	29
Section 8.4 – Union Notification of RIF or Reduction of Hours	29
ARTICLE 9 - VACANCY/TRANSFER	
Section 9.1 – Definitions	30
Section 9.2 – Posting of Vacancies	31
Section 9.3 – Filling Vacancies	31
Section 9.4 – Filling of Custodial Vacancies	32
Section 9.5 – Involuntary Transfer	32
Section 9.6 – Temporary Assignment to a Higher Classification	33
Section 9.7 – Work Assignment Swapping	33
Section 9.8 – Temporary Assignment to Supervisor Position	33
ARTICLE 10 - DISCIPLINE/TERMINATION/RETIREMENT	
Section 10.1 – Discipline & Discharge	33
Section 10.2 – Representation	34

Section 10.3 – Notice of Resignation/Retirement	34
ARTICLE 11 - GRIEVANCE PROCEDURES	
Section 11.1 – Purpose	34
Section 11.2 – Definitions	35
Section 11.3 – Procedure	35
Section 11.4 – Time Limits	36
Section 11.5 – Election of Remedy	36
ARTICLE 12 - CONTRACTING OUT	
Section 12.1 – Contracting Out/Terms of Agreement	37
Section 12.2 – Extra Work	37
Section 12.3 – Notice to Union	37
ARTICLE 13 – WAGES	
Section 13.1 – Wages	37
Section 13.2 – Cost of Living Adjustments (COLA)	38
Section 13.3 – Step Increments	38
Section 13.4 – Retiree Substitute Pay	38
Section 13.5 – Bus Driver Standby Pay	38
ARTICLE 14 – PROFESSIONAL DEVELOPMENT	38
Section 14.1 – Professional Organization Stipends	38
Section 14.2 – Diapering and Tube Feeding Allowance	39
Section 14.3 – Paraeducator Professional Development	39
Section 14.4 – Certification Pay	39
Section 14.5 – Professional Development Fund	40
Section 14.6 – Professional Development Workshops	40
Section 14.7 – Job Transition Training	40
Section 14.8 – Professional Development Days	40
ARTICLE 15 – PROFESSIONAL CONDUCT	40
Section 15.1 – Respect and Professionalism	40
ARTICLE 16 - NO STRIKE/NO LOCKOUT	41
ARTICLE 17 - SAVINGS CLAUSE	41
ARTICLE 18 - DURATION AND RE-OPENER	
Section 18.1 – Duration/Re-opener	41
Section 18.2 – Attest	42

APPENDIX LIST

APPENDIX A – SALARY SCHEDULES	43
APPENDIX B – SEIU GRIEVANCE PROCEDURE FORM	45
APPENDIX C – GRIEVANCE FORM 2	46
APPENDIX D – GRIEVANCE FORM 3	47
APPENDIX E – PARAEDUCATOR ASSIGNMENT	48
APPENDIX F – MOU STUDENT TRANSPORTATION	49

2023-2025

PORT TOWNSEND SCHOOL DISTRICT NO. 50

AGREEMENT

This agreement entered into this 30th day of August 2023, effective the 1st day of September, 2023 between the Port Townsend School District No. 50, hereinafter referred to as the District, and the Service Employees International Union and its Local No. 925, hereinafter referred to as the Union.

ARTICLE 1 RECOGNITION

Section 1.1

The District recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and working conditions for all classified employees with the exception of supervisors, and any classified employee assigned to the Superintendent's staff.

Section 1.2

The parties agree that substitutes who have worked fewer than thirty cumulative days within any school year are not included within the bargaining unit; however, the Union retains the right to bargain with respect to the utilization of substitutes and the impact to the bargaining unit. Bargaining unit substitute employees shall be covered by only the following provision of the contract and no other: The first year step of the salary schedule (A) applicable to the position in which the substitute is working.

ARTICLE 2 UNION RIGHTS

Section 2.1

2.1.1 Union Lists: The District will send the union an electronic listing of all:

- a. New Hires information to be provided to the Union on the date of hire. Workers who are newly hired or newly union eligible:

First Name & Last Name
Home Address
Home Contact Information: Home Phone, Cell Number, Home Email
Job classification/title
Department
Work Location
Date of hire
Hourly or Salaried Rate of Pay

- b. Terminations information to be provided to the Union quarterly. Workers who have separated or terminated:
First Name and Last Name
Termination Date
- c. Status Changes to be provided to the Union quarterly. Workers who have changed status, meaning they have moved out of unit, promoted to a professional position or moved to an exempt position:
First Name & Last Name
Date that the status changed and their change of status (e.g.: exempt staff, etc)

2.1.2 The Employer will provide a monthly list after monthly payroll is completed (*between the 15th and last day of each month*) with the most up to date information regarding the status of each bargaining unit employee with the following information:

- a. Spreadsheet 1 Employee Data: Employee ID, First Name, Last Name, Date of Hire, Department, Job Title, Work Location, Current FTE value, Pay Rate, Home Address, Personal Phone, Cell Phone, Work Email, Employment Status (Active, On Leave, Layoff/Furlough, Separated), Date of Status Change
- b. Spreadsheet 2 Dues Remittance: Employee ID, First Name, Last Name, Pay Period Hours Worked, Pay Period Gross Pay, Dues Deduction, COPE Deduction

Section 2.2 Union Access

Upon making their presence known to the building supervisor, representatives of the Union shall have reasonable access to the Employer's premises for the purpose of administering the agreement and conferring with union members. Union representatives administering the agreement and conferring with members shall not interfere with service or efficient operation of the District. The employer will not unreasonably deny access for union representatives.

Section 2.3 Union Membership:

2.3.1 SEIU 925 and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public. Recognizing that SEIU 925 and the District often agree, the parties also recognize that SEIU 925 is a true partner in the labor management relationship when disagreement occurs. It is the expectation of both the SEIU 925 and the District that the District and all agents and representatives of the District shall remain neutral on the issue of union membership and respect all employees' decision to join and maintain membership in the Union. The District agrees to reinforce with its administrators and supervisors the importance of these obligations. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in the SEIU 925 upon employment with the District within the bargaining unit.

2.3.2 Union Membership Rescission: Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to SEIU 925, following the SEIU 925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, SEIU 925 shall inform the District of such employee's non-member status consistent with the notification section of this Agreement, specifically Dues and COPE Deduction below.

2.3.3 Dues and COPE Deduction: On September 1 of each contract year SEIU 925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU 925 to the District, and shall provide updates, additions, and/or other changes in membership status to the District on at least a monthly basis thereafter. Upon notification of an employee's membership status in SEIU 925 and or election to participate in the SEIU 925 political program (COPE), the District shall deduct union dues and COPE contributions as identified by SEIU 925 from the employee's monthly pay warrants. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms maintained by the District that comply with WAC 390-17-100, and shall be revocable by the employee at any time, upon written notice to the District.

2.3.4 Indemnify and Hold Harmless: SEIU 925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the District for, or on account, of, any membership dues or COPE deduction made from the pay of a bargaining unit employee.

Section 2.4 Labor Management Committee:

The Union and the District agree to maintain a labor management committee to discuss shared workplace concerns with the purpose of promoting good communications and problem solving at the lowest appropriate organizational level. The Labor Management Committee will consist of representative members of the Union and the District administrators/employees. The committee is not intended to interfere with the grievance process but may resolve issues that might otherwise come forward as grievances. By mutual agreement contractual issues may be negotiated and implemented upon ratification by the Union and approval by the School Board.

Whenever either party proposes for labor management to meet, they will notify the other party of the topics to be discussed and the representatives proposed to attend so that the other party can reasonably prepare. Scheduling of the meetings will be mutually determined.

Section 2.5 District Committee Participation Pay:

Bargaining unit employees invited by the District to participate on District sponsored committees (safety, building leadership team, etc) shall be compensated for committee meetings outside their schedule hours of work at their regular hourly rate of pay.

Section 2.6 Non-Discrimination:

No employee shall be discriminated against in any way (including discharge) because of their membership in the Union, or on the basis of race, color, age, creed, national origin, immigration status, religious preference, veteran or military status, gender identity or expression, sex, marital status, or nonmarital status, sexual orientation or presence of any physical, sensory, or mental disability, except insofar as such factors are bona fide occupational qualifications.

Section 2.7 Individual Contracts:

No employee shall be requested, required, or allowed to make an individual contract, stipulation, or affidavit which relates to hours, wages, working conditions, Union membership or any matter which may affect their employment rights.

Section 2.8 Shop Stewards:

1. The District agrees that the Union will be permitted to appoint shop stewards. The duties of the shop steward shall not interfere with the regular work assigned to that employee by the District, or with normal functions of the District.
2. The Union shall furnish the District with the names of the shop stewards.
3. Using minimal time, employees may communicate concerns to shop stewards while on the job.

If the employer feels that the shop steward is neglecting their District responsibilities, the employer will contact the Union Representative of SEIU, Local 925.

Section 2.9 Union Orientation:

The employer shall provide a New Employee Orientation to all employees during their first week of employment. The employer shall provide a copy of this agreement and a membership card. New employees attending orientation shall be paid up to two (2) hours of time on a timesheet. One employee representing the Union shall be provided paid release time, inclusive of travel time from their work location, for up to thirty (30) minutes to present union information, answer questions, and enroll the new employee(s) in the Union.

When employees are hired during the school year, the District will arrange for the union orientation for all new employees to occur within ten (10) school days of hire on an early release Wednesday. The Human Resources Director will work with the Union to schedule the union orientation at a mutually agreed upon time and place.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 Management Rights:

It is agreed that the customary and usual rights, power, functions and authority of management are vested in management officials of the District. These rights, in accordance with applicable laws and regulations, include but are not limited to the following: the right to direct the work force, the right to hire, evaluate, promote, retain, transfer and assign employees in positions and the right to release employees from duties because of lack of work or levy loss or for any other legitimate reasons such as immorality or incompetence. The District shall retain the right to maintain efficiency of the district operation by determining the number and kinds of personnel by which such operation is conducted. As an adjunct to these management rights, it is agreed that the District's supervisors may periodically perform bargaining unit work of employees in the Food Service, Custodial and Maintenance (including technology) classifications, provided this at no time shall lead to or result in the loss or reduction of any regularly scheduled working hours, or FTE, of bargaining unit staff. For Food Service staff, bargaining unit staff shall have the opportunity to first act as a substitute by moving up into a higher level position. Nor should supervisors assume work traditionally assigned to Food Service staff such as Summer Meals Program, Kitchen Rentals, and Catering events without opening this work first to bargaining unit members.

Section 3.2 Rules/Regulations:

The right to make reasonable rules and regulations is the acknowledged function 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 Union and the employees and to the obligations imposed by this Agreement.

Section 3.3 Matters Not Covered by Agreement:

All matters not covered or treated by the language of this Agreement will be administered by the District as from time to time it may determine.

Section 3.4 Fair and Reasonable Judgment:

The District agrees to use fair and reasonable judgment in the application of the above provisions.

ARTICLE 4 - WORKING CONDITIONS

Section 4.1 General:

4.1.1 All full-time employees (employed 2080 hours a year) shall work eight (8) hour days, five days a week, Monday through Friday. At the discretion of the District, full-time employees may work ten (10) hours a day, four (4) days a week between the last day of school in June and the first day of school in the fall.

When the number of work days within a contract year exceeds 260 days, full-time employees shall be given an additional day of annual leave for each day in excess of the 260 work days. A day is equivalent to the number of hours per day an employee is assigned to work.

4.1.2 With the exception of bus drivers and during summer months (see #1. above), a day's work shall be completed within nine (9) hours.

4.1.3 All time worked over forty (40) hours within one (1) week or eight (8) hours within one (1) day shall be paid at the rate of one and one-half (1-1/2) time, except when employees are working a forty (40) hour week in four (4) days. Overtime, to the extent authorized by the Employer, shall be distributed as evenly as practical on the basis of seniority and rotation within the appropriate areas of the District. Time and a half pay will be extended to all Saturday and Sunday work regardless of whether the employee has worked 40 hours in a workweek with the following exceptions:

- a. Work done by any employee specifically hired to work weekends.
- b. Bus drivers on contracted bus trips covered by Article 4, Item 4.2.12, Section B, Section C #10.
- c. Voluntary and optional job-related training, so long as the total number of hours worked within a regular work week does not exceed 40 hours.
- d. Voluntary scheduling work on Saturday if both the employee and the District mutually agree, as long as the total number of hours worked within a regular work week does not exceed 40 hours.

4.1.4 Additional Available Work Hours

- a. Additional available work hours within a job classification shall first be offered to present part-time employees within the same job classification prior to the scheduling of substitute employees, and/or new employees, provided that no overtime will be incurred as a result of such offer, and provided further that the immediate supervisor is required to make one call only to each appropriate part-time employee.
- b. Employees wishing to be excluded from this process shall notify, in writing, their immediate supervisor at the beginning of the school year. Requests to change status (inclusion/exclusion) during the year must be submitted in writing and will be considered on a case by case basis.
- c. If there are an insufficient number of volunteers to perform the work needed, the Supervisor may assign the work in the inverse order of seniority.
- d. At the beginning of the school year employees shall have the opportunity to sign up for additional work within food service job classifications on the food service

sign-up list. If additional work is turned down three times within a school year that employee's name will be removed from the list but they will have the opportunity to sign up again the next school year. Additionally, an employee may request to have their name added or removed during the school year to allow for unforeseen life-altering events that may occur during the school year.

- e. School term employees or employees who work less than twelve (12) months per year shall be notified at least thirty (30) days, if possible, in advance that their services will be needed in the summer months (mid-June through August).
- f. The District shall offer employees who work less than eight (8) hours a day, within the job site, any additional hours that come up within a school year, based on availability, the person's ability to fill the task, and seniority.
- g. In the event the District has the need of additional maintenance, custodial or grounds keeping during the summer, the filling of these additional hours will be as follows:
 - (1) Part-time employees within classification will be offered up to eight hours of employment.
 - (2) Employees with retreat rights in maintenance, custodial or grounds keeping classifications.
 - (3) Employees within other classifications who are qualified to perform the work.
 - (4) Qualified substitutes.

Numbers 3 and 4 are at the discretion of the supervisor. Employees interested in summer employment will sign up by May 1 on a "Summer Additional Work Sign-up List" provided by the Personnel Office by April 15.

4.1.5 Nothing in this Agreement shall lower any present working conditions or standard of wages. This does not prohibit the employer from reducing the number of hours an employee may work the following year. (See Article 8, Seniority/Reduction In Force/Recall)

4.1.6 Employees asked to work in a higher paid classification shall receive the pay of the higher paid classification beginning with the first (1st) day of work.

4.1.7 Mileage payment for use of private car on authorized District business will be at the maximum IRS allowance for tax purposes.

4.1.8 For each four (4) hours employed, the district shall provide a ten (10) minute break. Employees must remain at the work site during these ten (10) minutes.

4.1.9 Employee Contracted Days & Minimum Hours:

School Term Employees: School term employees will generally be employed for at least three and one-half (3.5) hours per day for at least one hundred eighty-one (181) days per year, exclusive of holidays. Exceptions to this minimum hour requirement will be made for employees who wish to work less than 3.5 hours per day, but not less than two (2) hours per day.

Full Year Employees: A person employed eight (8) hours per day for at least two hundred forty (240) days per year, but normally two-hundred sixty (260), inclusive of holidays and vacation.

Guarantee of Work: The District will schedule employees their minimum contracted days and hours consistent with the above.

4.1.10 A call-back to return to work after the end of an employee's shift will not be less than (2) hours, except for holidays when the call back shall not be less than four (4) hours.

4.1.11 If employees are appointed to part-time positions in other job classifications during one year while maintaining their present position, and the following year a conflict in time schedules occurs, the employee must choose the job classification in which they wish to remain.

4.1.12 The employer shall ensure that all applicable safety and health statutes are complied with and shall cooperate with the Union to maintain a safe and healthful work environment.

4.1.13 The District shall give each employee their job description. The employee shall be notified of any modification at least fourteen (14) days in advance. The employee may request a review of their job description at any time.

4.1.14 For purposes of salary compensation only, the anniversary date for all employees covered by this agreement shall be their most recent date of hire.

4.1.15 New employees or employees who have been transferred to a new classification shall be allowed two (2) days of training, prorated to hours worked (in the new classification). If the District or new employee feels that more training is required, the amount of time shall be discussed and agreed.

4.1.16 Employees who are promoted from one classification to another shall be placed in the new classification on the salary schedule which guarantees no less than a three (3%) percent salary increase.

4.1.17 Evaluation Procedure

- a. **Expectations of Performance:** The Administrator/Supervisor will meet with the employee or group of employees as early as possible in the school year to discuss goals and expectations.
- b. **Evaluation Period:** Each employee will be evaluated annually by their Administrator/Supervisor, using the appropriate evaluation form. Upon receipt of the evaluation, the employee shall have the right to attach written comments to the evaluation, to be filed in the employee's permanent personnel file. Periodically, the evaluation tools used by the District shall be subject to review and modification as determined through the labor management process.
- c. **Performance Improvement Plan (PIP):** If an employee receives an overall assessment of "Unsatisfactory" or "Needs Improvement" on the evaluation, the Administrator/Supervisor, after consultation with the employee, will develop and present an improvement plan to such employee. The improvement plan will include identification of the areas needing improvement, a description of the performance expectations in each area, and the timeline over which attainment of required improvements will be required and determined (with benchmarks, if appropriate). District-provided supports and resources for the employee's improvement, if any in addition to periodic supervisor feedback, will be set forth in the plan, and may include, in the District's discretion, District-paid training in the area(s) where improvement is needed. The District and Union shall collaborate and develop a PIP form through the labor management process that will be attached to this Agreement.

4.1.18 Personnel Files:

Location – Personnel files are maintained exclusively in the District's administrative office.

Contents – A personnel file is the employment record of the employee. The personnel file shall contain the following, but not limited to: Application for Employment, date of employment, work attendance record, evaluation record and all correspondence pertaining to the employment record including transcripts if applicable. Letters of recommendations for employees are not a part of the personnel file.

Access-Any employee may review their personnel file at any time the Administration office is open and the superintendent/personnel officer or their designee is present. Personnel employment files are open only to the employee, their authorized agent, their immediate supervisor, including program supervisor, and superintendent. The Superintendent shall keep a record of those persons reviewing personnel files. Upon request by the employee, and after giving twenty-four (24) hour notice, the employee and the Superintendent or their official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection. An appropriate form shall be devised and used uniformly.

Employee Copies - A copy of all materials, with the exception of transcripts, placed in personnel files will be sent to the employee.

Employee Statements - Any employee may file a signed statement in their behalf related to any information filed in their personnel file and such statement shall become a part of the employee's personnel file.

4.1.19 On days prior to holidays, Secretaries and Para Professionals may take leave without pay after students have been dismissed. The employee shall have the option with agreement of the building principal to arrange flexible scheduling allowing for early release without loss of paid time.

4.1.20 Employee Meal Period: Employees scheduled to work five (5) or more hours will be granted a minimum of thirty (30) minutes duty-free unpaid meal period. Meal periods shall be compensated by the District when the employee is specifically required by the employee's supervisor to remain on duty on the premises in the interest of the District.

4.1.21 Modified School Year: The District will work through the labor management process to ensure the modification of the school year does not negatively impact the ability of classified staff to complete necessary work, or unintentionally disrupt the work flow of the workgroups including, but not limited to, maintenance/grounds/custodial staff and office personnel. Should the school year be modified beyond the tentative 2023/2024 and 2024/2025 school years the parties will meet and bargain the impacts at the request of either party.

4.1.22 Extra Hours Compensatory Time: Compensatory time (comp time) shall be understood to mean time off in lieu of overtime pay. Both the employee and supervisor must agree to a comp time arrangement. No employee may authorize overtime for themselves, and no employee may be required to accept comp time in lieu of overtime pay. Comp time shall be accrued at an overtime rate (one and one half (1.5x)) the actual overtime worked. Comp time shall be tracked by the District (e.g., Google Sheets) and can be used with the approval of the immediate supervisor with adequate notice. Employees can bank up to thirty-five (35) hours of comp time. Unused comp time will not carryover to the next contract year, and instead will be paid on August 31st of each year.

4.1.23 Flextime: Flextime shall be understood to mean an arrangement in which an employee flexes their schedules by adjusting their shift starting and stopping times within a given work week. Both the employee and supervisor must agree to a flexible schedule arrangement. A flexible schedule shall not result in the employee incurring overtime.

Section 4.2 Bus Drivers

4.2.1: The Director of Transportation supervises Transportation Personnel. The Transportation Personnel report to the Director of Transportation or their department-

wide designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

4.2.2: The District shall employ bus drivers to drive the District's buses. All drivers must maintain a current Washington State School Bus Drivers License and meet all qualifications, requirements, and credentials required by the State of Washington. To help defray the expenses caused by meeting these requirements, drivers will be reimbursed \$125.00 once they have been compensated for 180 school days of driving.

4.2.3: Drivers shall be paid for attending required instructional meetings and online trainings up to two (2) hours per year on a timesheet.

4.2.4: The District shall make every effort to employ substitute bus drivers in addition to the number of drivers required for daily routes.

4.2.5: At the beginning of the school year, drivers shall be assigned to the regular routes. Preference for regular routes shall be determined by seniority. All routes established will be posted at the bus barn and on the District website not less than seven (7) working days prior to the start of the school year. Routes will be bid during the August in-service day of each school year. The bid will be done verbally starting with the most senior driver. Thirty (30) working days after the start of the school year, routes that have changed by fifteen (15) minutes or more will precipitate a re-bid.

4.2.6: If a driver of a regular route resigns within the school year, assignments for routes shall be changed with route preference given to drivers in accordance to seniority. Routes will be re-bid during the year when a route opens up during the year except if the effective date is within forty-five (45) days before the end of the school year. Under no circumstances is a driver entitled to bid on a route, mid-day route or shuttle route that will require district to pay overtime. Any position which remains vacant will be filled according to Article 9, Section 9.3. The District will then advertise the vacancy for a non-regular scheduled driver.

4.2.7: Regular drivers and substitute drivers are responsible for warm-up and inspection of each bus prior to departing on a run and for refueling and cleaning the interior of the bus following each run. The time required to do this is part of the work day. Fifteen (15) minutes shall be allotted before the first run, five (5) minutes will be allotted after the first run, ten (10) minutes will be allotted prior to a second run, and fifteen (15) minutes will be allotted at the end of the day. Time washing buses will be paid time if it cannot be completed during a driver's regular shift. For the purposes of refueling, each individual bus driver's route time will be increased by 15 minutes per week.

4.2.8: Drivers are responsible for driving and conducting themselves in accordance with State laws and regulations and with District policies and regulations.

4.2.9: Prior to the beginning of the school year, the District shall review with all bus drivers procedures and policies relating to student conduct on buses.

4.2.10: If drivers feel that certain students present dangerous driving conditions, the driver will immediately bring the matter to the attention of the Director of Transportation. Under such conditions, if the need is confirmed, an aide will be provided.

4.2.11: Bus drivers will report regular driving hours on time sheets and will be paid for those hours worked between payroll cut-off dates. Bus drivers opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.

4.2.12: Trips that are not regularly scheduled routes:

- A. Experienced bus drivers are eligible to drive buses on trips that are not regularly scheduled routes. Experienced bus drivers are those who have been employed by the Port Townsend School District as a bus driver for at least sixty (60) working hours and are currently employed as drivers (other than substitutes). Port Townsend drivers will be given preference for Port Townsend School District trips. If no Port Townsend driver is available for a particular trip, the District may use another qualified driver.
- B. The District will utilize buses and bus drivers through Transportation for student trips with 15 or more students. Such trips shall be posted and awarded to the senior bus driver signing up for the trip. Trips with 14 or fewer students may utilize not more than two (2) District vehicles. The District may assign trips requiring more than two vehicles to employees outside of the bargaining unit when no bus driver is available or does not bid on the trip.
- C. Scheduling drivers for these trips shall be determined as follows:
 - (1) Two rotation systems shall be established: One for trips within Eastern Jefferson County and one for trips outside Eastern Jefferson County.
 - (2) On September 1 of each school year, the Director of Transportation shall establish the rotation systems according to seniority. The senior employee in the system will be assigned to the first trip available in each system and shall not be assigned to a second trip in that system until all employees in the rotation system have been assigned a trip.
 - (3) No employee is eligible for the rotation system, outside of Eastern Jefferson County, until their sixty-first (61st) working hour with the Transportation Cooperative.
 - (4) Trips will be posted every Tuesday corresponding to each day of the week for the following Monday through Sunday. Assignments for these trips are listed as the standard operating procedures as agreed upon by the drivers and Director of Transportation. An employee will not be required to take a trip that will amount to fewer daily hours than their regularly scheduled daily shift. If,

an employee declines a trip because it will be fewer hours than their regularly scheduled shift it is a management's responsibility to assign a substitute driver. In the event an experienced substitute driver may not be found management may elect to pay the driver their daily shift rate or use a qualified management employee for the trip.

- a. Drivers shall receive two (2) hours call time at regular hourly wages if the District fails to give forty-eight (48) hours notification.
 - b. Except cancellations due to baseball and softball rainouts, if a trip is cancelled the day of departure and cancellation causes loss of regular time, driver will receive two (2) hours call time or regular route time, whichever is greater.
- (5) Trip sheets shall be available to employees at the time of the posting of the trip and shall include:
- a. Date of the trip.
 - b. Time of the trip departure and anticipated return time.
 - c. Type of trip.
 - d. Whether ferry tickets, gate keys, etc. will be required for the trip. It is the District's responsibility to timely provide required ferry tickets, gate keys, etc.
- (6) Drivers shall be paid at the driving rate while driving and when required and/or authorized by the Supervisor of Transportation to stay with the bus. If the driver is not required to stay with the bus, driver's regular hourly rate will be paid, but this time is not considered in the calculation of the number of hours worked for overtime purposes. The District will pay overtime rate for Saturday and Sunday.
- (7) When the wait time in town is 60 minutes or less between the end of a route and the beginning of a trip or vice versa the employee shall be paid standby pay. This section does not apply to in-town based drivers.
- (8) For overnight trips, the driver's lodging will be paid by the District. Receipts for lodging must be returned to the District Business Office. If necessary, reimbursement will be in accordance with the District's travel policy and procedures.
- (9) Employees who are on bus trips for four (4) hours or less are not eligible for meal allowances. Those who are on bus trips for over four (4) hours to eight (8) hours are entitled to a meal allowance of \$15.00. Those over eight (8) hours are entitled to a meal allowance of \$25.00. Overnight trips have a meal allowance of \$40.00 per night.
- (10) When the District rents its buses to any person, group, or business other than Port Townsend School District, the District will pay the drivers at the highest

rate of pay, plus 5% of the highest rate. There shall be a separate rotation list, by seniority, for contracted bus trips.

- (11) Bus trips (not regular routes) within the district or community shall be scheduled for a minimum of one (1) hour.
- (12) For overnight and out of town trips, drivers shall be paid a minimum of their full regular route hours.
- (13) Trips of 400 miles (one-way) or less will be offered to drivers prior to contracting out.

4.2.13 Continuation Time: Bus routes with routes or route segments with a gap of one (1) hour or less will be paid, minus any statutory meal break period.

4.2.14 CDL Holder Fitness for Duty Test Reimbursement: Bus Drivers/CDL holders who need an annual fitness for duty physical shall have their physical paid/reimbursed by the District.

4.2.15 Bus Driver Safety Clothing: The District will provide drivers with a District identifying jacket and replace when worn or damaged no more than once every two (2) years.

4.2.16 Monthly Safety Meetings: The transportation department will have a scheduled monthly safety meeting.

Section 4.3 Secretaries

4.3.1 The District shall employ secretaries.

4.3.2 The principal supervises the building secretaries. Building secretaries report to the principal or their designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

4.3.3 Secretaries shall normally be paid on a monthly basis for a period of ten (10) months. If a secretary's assignment continues after July 1 or prior to August 15, additional pay periods will be added. Secretaries opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.

4.3.4 Secretaries will meet twice a year (Fall and Spring) on paid time, for up to ninety (90) minutes, to discuss matters as mutually agreed by the District and secretaries.

Section 4.4 Para Professionals

4.4.1 The District shall employ Para Professionals in the following areas: clerical, library, playground, lunchroom, regular classrooms, special education classrooms, and other special programs. Para Professionals shall be flexible and expect assignments in any, or all, of the above areas. During the course of the school year, the District shall make every effort to keep an employee in the job assignment to which they have been assigned.

4.4.2 Para Professionals shall normally be paid on a monthly basis for ten (10) months. Para Professionals opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.

4.4.3 The Principal supervises the Para Professionals. Para Professionals report to the Principal or their designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

4.4.4 Para Professionals time schedules will be prepared in cooperation with principals and program coordinators and vacant positions and new positions of more than two hours will be posted for bidding prior to the start of school in the fall.

Additional time may be added to these schedules up to two hours per position through the first two weeks of each school year. After that date all time exceeding two hours will be posted.

Schedules will include time for instruction, supervision, collaboration, transition and planning time in the course of Para Professionals schedule as needed.

4.4.5 If during the year a Para Professional applies for and is granted a job at a different work site, the employee must travel to the other work site on their own time and at their own expense. Para Professionals will be paid for travel and time when mandatorily assigned by the District to more than one work site.

4.4.6 It is not the intent of the parties that in a teacher's absence a Para Professional will be left fully in charge of a class.

4.4.7 Both parties recognize the importance of highly-skilled Para Professionals to student well-being. After student dismissal on Wednesday early-release days, Para Professionals shall remain on site working as directed by their supervising teacher and/or principal. The District shall endeavor to provide for ongoing trainings and development needs during Wednesday early release.

Section 4.5 Campus Supervisor

4.5.1 The District shall employ a campus supervisor at the high school to assist with security, truancy, and general supervision of the campus.

4.5.2 The Principal supervises the campus supervisor. The campus supervisor reports to the Principal or their designee and is responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

Section 4.6 Custodians

4.6.1 The District shall employ custodians for the purpose of cleaning, operating and maintaining District building and grounds.

4.6.2 The Director of support services supervises the Building Custodians. Building custodians report to the Director of support services or their department-wide designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

4.6.3 Custodians are paid on a regular monthly basis during the months they are working.

4.6.4 Overtime/Extra hours: On September 1 of each school year the Director of support services shall establish a rotation list of custodial staff contracted to work according to seniority. This rotation list shall be used to equitably distribute overtime/extra hours.

- (1) There will be times when events will be canceled. Custodians assigned to these events shall move to the top of the assignments for the next week. After the previous week's canceled custodians have been assigned, the normal rotation list will begin.
- (2) There will be times when events are added during the week. The next person on the rotation list shall be assigned the event. If a day-time custodian has worked overtime on a school night, they will be skipped in the next rotation.
- (3) Custodians who turn down an event are not assigned until their turn on the rotation list appears again.
- (4) When possible, forty-eight (48) hours' notice of overtime shall be given.

Section 4.7 Maintenance & Grounds Personnel

4.7.1 The District shall employ maintenance and grounds personnel for the purpose of doing those maintenance and grounds jobs that cannot be accomplished by building custodians.

4.7.2 The Director of support services supervises the Maintenance and Grounds Personnel, including the M&O secretary. Maintenance and Grounds Personnel report to the Director of support services or their department-wide designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

4.7.3 Maintenance and grounds personnel are paid on a regular monthly basis during the months they are working.

Section 4.8 Food Service Personnel

4.8.1 The District will strive to operate a food service program that is self-supporting.

4.8.2 The District shall employ cook/baker(s) and food service assistants for the purpose of operating a food service program for students in grades K-12.

4.8.3 Food Service Personnel report to the Food Services Director or their department-wide designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

4.8.4 Food service employees shall be hired to work the days the District operates a food service program. The Director shall identify staff required, by seniority, before the first and after the last days of the school year food service program, for work associated with the start-up and shut-down of the program. This work shall be time-sheeted.

4.8.5 Food service employees shall normally be paid on a monthly basis for ten (10) months. Food service employees opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.

4.8.6 Procedure for filling absences/temporary vacancies in Food Service:

All Food Service employees shall have the opportunity to accept work in a higher rated position when coverage is needed.

Absences of Food Service employees will be covered from among the employees in the following order:

- (1) In the absence of a Cook/Baker or Lead Cook:
 - a. The shift shall be offered to the other Cook/Bakers in order of seniority.
 - b. The shift will next be offered to Food Service Assistants, in order of seniority.
 - c. If all of the above steps have been followed and there is still a need for coverage, Management may assign the shift at their discretion within the

confines of the employee's regularly scheduled hours, unless the employee explicitly agrees otherwise.

4.8.7 Food Service cross training: Recognizing the need for flexibility within the District's food service operation, the Director will make good faith efforts to provide cross-training opportunities for the food service staff.

4.8.8 Summer Meals Program positions: Employment in the summer meals program shall be offered to current food service employees in the following order:

- (1) Lead Cook/Baker shall be offered first option.
- (2) Cook Baker shall be offered the second option.
- (3) All other food service staff in order of seniority.

Section 4.9 Computer Technology Personnel

4.9.1 The District shall employ computer technology personnel for the purpose of doing technology related jobs.

4.9.2 Mileage Reimbursement: With approval of the District, computer technology employees shall be allowed to use their personal vehicles for job-related tasks. If the employee has District permission to use their personal vehicle, then the employee shall be reimbursed at the current IRS reimbursement rate for any mileage driven in their personal vehicle per District procedure.

4.9.3 District Provided Cell Phones: The District shall provide smart phones to computer technology employees.

Section 4.10 LPN

4.10.1 The District shall employ Licensed Practical Nurse(s). LPN's shall be flexible and expect assignments in the following areas: Special education classrooms, other special programs, playground, lunchroom, regular classrooms, etc.

4.10.2 The Principal supervises the LPN in cooperation with the school nurse. LPN's report to the Principal and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

4.10.3 LPNs shall normally be paid on a monthly basis for ten (10) months. LPNs opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.

4.10.4 Employment shall be contingent on the continuing enrollment of specific medically fragile students who require the services of a Licensed Practical Nurse in order to participate in school.

ARTICLE 5 - LEAVES

Section 5.1 Annual Leave

5.1.1 During the first two years of employment, annual leave will be earned at the rate of one (1) day per month not to exceed twelve (12) days per year. A year of service shall be determined by anniversary date of employment. A day is determined for each employee by the number of hours regularly assigned in a day. All hours worked by a regular employee plus holiday time will be used in calculating annual leave.

After two years of service, one (1) day of annual leave shall be added for each year until an employee reaches a maximum of twenty-four (24) days. No employee may earn more than twenty-four (24) days of annual leave in one (1) year of employment. Exception: see Article IV, Section A, 1. regarding 260-day language.

5.1.2 Annual leave for less than full-time employees: Part-time employees may schedule three (3) annual leave days for use during the school year with the permission of their immediate supervisor with no more than two employees out of the building or department at any one time.

An employee may be granted additional annual leave days. A letter requesting consideration for use of additional annual leave must be submitted to the immediate supervisor. Such letter should be submitted 10 working days (or as early as practicable) in advance of the leave request in order to schedule a substitute.

The District shall cash-out, to less than full-time employees through salary, their remaining annual leave not used during the school year. Less than full-time employees' vacation is pro-rated based on their FTE. (e.g. hours worked in single year + paid holiday hours/2080 = FTE {Full time equivalency}).

5.1.3 Annual leave for full-time employees:

- (1) Annual leave may be accumulated to forty (40) days. However, in order to assure that the operation of the District is not disrupted by having too many employees on forty (40) working days vacation at any one time, use of the forty (40) working days vacation must be worked out by mutual agreement of the employee and the District. The request shall be in writing and the priority of the request shall be in terms of the date of receipt by the Superintendent or designee and the seniority of employee.
- (2) The District will provide a statement of accumulated annual leave for each full-time employee by January 15 of the year and the employee must notify the District

of planned use of annual leave for the months of June, July, and August by May 15th of each year.

- (3) Employees hired during the school year will not be deprived of annual leave or have to work longer than twelve (12) months before receiving a vacation. Such employees may receive that portion of earned annual leave during the first (1st) regular three (3) months of school vacation after being employed. Employees hired after May 25th will not be entitled to annual leave for that school year.
- (4) Employees with the greatest seniority in the District shall have first (1st) choice for time of vacation; provided that requests are received by the Superintendent's office in writing by May 1st.
- (5) If a holiday should fall within the annual leave/vacation time, that day shall not apply against annual leave.
- (6) All annual leave/vacation shall be scheduled between June 15 and five (5) days before school starts. Exceptions to this may be granted with the immediate supervisor's approval.

Section 5.2 Sick Leave and Emergency Leave

5.2.1 Regular Employees: A regular employee is entitled to and will be credited twelve (12) days of sick leave per year at the beginning of each contract year, at their average daily hours.

5.2.2 Substitute Employees: Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours they work during a contract year.

5.2.3 Termination Prior to Actual Accrual: In the event an employee's employment should terminate with the employee having used more sick leave than has been earned, adjustment to salary due but unpaid or other procedures for repayment will be implemented by the District as appropriate. In the case of an employee's termination of employment due to a medical necessity or disability, the District will forego recovery of the value of the unearned sick leave utilized prior to termination of the employee's employment.

5.2.4 Sick Leave Purpose, Definition of Family, and Minimum Use:

5.2.4.1 Purpose: In addition to use for emergencies (*5.2.6 Emergency Leave*), an employee may use accrued sick leave for the following purposes:

- 1) Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
- 2) Treatment of Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
- 3) Preventative Medical Care for themselves or family member,

- 4) Employer is closed by order of a public official for any health-related reason,
- 5) Employee's child's school or place of care is closed by order of a public official for any health-related reason,
- 6) Absences that qualify for leave under the Washington State Domestic Violence Leave Act

5.2.4.2 Definition of Family Member: The definition of 'Family Member' shall include Parent, Child, Spouse, Registered Domestic Partner, Sibling, Grandchild, Grandparent. Child and Parent shall include biological, adopted/adoptive, foster, de facto, step, in loco parentis, and legal guardian.

5.2.4.3 Sick Leave Usage Minimum: Employees shall use sick leave in time increments consistent with the Employer's payroll time tracking system, but in no case in increments beyond one (1) hour. *e.g.: If an employer's payroll system tracks time in 15 minute increments, the employer shall allow such employees to use paid sick leave in 15 minute increments.*

5.2.5 Sick Leave Accrual and Carryover Maximum: Employees shall be allowed to accrue and carryover from year to year up to their annually contracted amount of days/hours up to a maximum of 260 days at a maximum of eight (8) hours per day.

5.2.6 Emergency Leave: Sick Leave may be used as emergency leave. Emergencies are defined as situations that are suddenly precipitated or of such a nature that preplanning could not relieve the necessity of the employee absence. Further, such situations must be of major importance and not a mere convenience. It is not the intent of this emergency leave provision to expand upon or add to vacations, week-ends, or other types of leaves because of transportation problems that preplanning could reasonably have prevented. Application for consideration for emergency leave must be made to the Superintendent within five (5) working days after the absence. Applications must be in writing and must explain the reasons for the request. Emergency leaves are subject to the approval of the Superintendent.

5.2.7 Physician Statement: An employee claiming sick leave benefits for more than five (5) consecutive work days may be required by the District to submit a written verification from the employee's health care professional that the employee's use of paid sick leave is for an authorized purpose.

5.2.8 Attendance Incentive: An eligible employee who separates from District employment may convert up to one hundred eighty (180) days of accumulated unused sick leave to monetary compensation at the rate of one (1) day's current compensation for each four (4) days of accrued sick leave in accordance with RCW 28A.400.212. "Eligible employee" shall mean (a) employees who separate from employment due to retirement or death; or (b) employees who separate from employment and who are at least age fifty-five and have at least ten years of services under the Washington school employees'

retirement system plan 3; or (c) employees who separate from employment and who are at least age fifty-five and have at least fifteen years of services under the Washington school employees' retirement system plan 2, or under the public employees' retirement system plan 2. In the case of an employee death, all rights to this provision will be extended to their surviving family members. Any such conversion shall be subject to the terms and limitations of applicable regulations. If the bargaining unit adopts a VEBA program, the attendance incentive is paid according to VEBA regulations.

5.2.9 Combining of Leave Benefits Relative to Workers Compensation: When an Employee is eligible for benefits from the Department of Labor and Industries Industrial Insurance Program, supplement industrial insurance and sick leave may be combined, at the option of the employee, so that both combined will equal up to the Employee's regular salary. This shall begin as of the first day of absence from work.

5.2.10 Zero Sick Leave Balance Counseling: When an employee has exhausted their sick leave balance (resulting in balance of zero), the District will meet and counsel a bargaining unit employee on the consequences of being absent from work with no available leave. This meeting will occur prior to considering progressive discipline based on the conduct of being absent from work without permission or available leave.

Section 5.3 Bereavement Leave

Leave with pay not to exceed five (5) days will be granted for absences due to the death of family/extended family members. This leave is not accumulative. One (1) of these five (5) bereavement days may be utilized for death of a non-family member.

Section 5.4 Family Illness Leave

- (1) Leave with pay not to exceed three (3) days will be granted for absences to care for the employee's sick children, parents, parents in law, grandparents or grandchildren.
- (2) This leave shall accumulate to five (5) days.

Section 5.5 Jury Duty

Employees called for jury duty will be excused from work for the days on which they serve. There will be no deduction in pay for absence, provided that the employee shall report to work if released from jury duty before the end of the contracted day, unless excused from doing so by their supervisor.

Section 5.6 Maternity / Paternity Leave

Maternity/Paternity leave shall be granted as required by *law*.

Section 5.7 Leave of Absence without Pay

5.7.1 The Superintendent may authorize a leave of absence without pay for any permanent employee for a period not to exceed thirty (30) calendar days. Leaves of absence without pay in excess of thirty (30) days must be approved by the Board of Directors.

5.7.2 Leave of absence without pay not to exceed one year shall be granted upon recommendation of the superintendent. To be eligible an employee must have completed at least two school years in their District employment. Request for extensions for up to one additional year may be granted by the board.

5.7.3 Leave of absence without pay may be granted to an employee for any of the following reasons:

- (1) To attend school or college to be trained to improve the quality of their service.
- (2) If temporarily incapacitated by illness or is pregnant.
- (3) If the employee is loaned to another governmental agency for the performance of their specific assignment.
- (4) Or other authorized reasons.

5.7.4 Authorized leave of absence without pay shall not be construed as a break in service or employment and rights accrued at the time the leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee returning from a leave of absence without pay shall receive the same step in the salary range they received when they began their leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range.

5.7.5 A vacancy created by granting an authorized leave of absence shall be filled according to the provisions of Article IX, Vacancy and Transfer with the following exceptions:

- (1) The position shall be posted as a leave replacement position for the length of the leave without pay. When an employee takes an authorized leave for more than sixty (60) working days, the district will post the position for in-house bidding.
- (2) A maximum of two "bumping" moves shall be allowed before the vacant position is filled by an external candidate. The positions created by the "bumping" moves shall also be posted as a leave replacement position for the length of the leave of absence.

5.7.6 The employee returning from authorized leave of absence shall be assigned to their original position providing the position still exists. If the position no longer exists, the

returning employee shall be assigned to a position within the same classification with equal hours and on the same salary schedule.

5.7.7 When the employee returns from authorized leave of absence, the employees who changed positions as a result of the leave of absence shall return to their original positions, provided those positions still exist. If the positions no longer exist, the employees shall be assigned to positions of similar status and compensation.

5.7.8 The leave replacement employee who was hired as a result of the authorized leave of absence shall have all rights under this Agreement until the return to work of the employee on authorized leave of absence, at which time the District may terminate the leave replacement employee. If the leave replacement employee is terminated, they have no rights to the employment pool created under the terms of Section VIII of this Agreement.

5.7.9 If the leave replacement employee applies for and is hired in a vacant position, the employee's seniority shall be retroactive to the original date of hire.

5.7.10 Employees returning from a known duration leave of absence will notify the district by June 1st or three (3) weeks prior to their scheduled return date of their intent to return. Failure, on the part of the employee to meet this requirement is equivalent to a resignation unless additional leave time is granted.

5.7.11 It shall be the sole responsibility of the employee who is returning from any type of leave of absence of an indeterminate duration to inform the employer in writing of the employee's intent to return to work. The returning employee shall give the District a minimum of five (5) working days' notice and shall submit the written notice to the personnel office. In the event the employee is returning from a medically related leave, the District may require a medical provider's certification of the employee's fitness for duty, including the employee's ability to perform the essential functions of their job. The District shall bear any costs incurred by the employee for the medical provider's certification.

Section 5.8 Court Appearance

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear as a witness in a court of law, provided, however, that the employee shall notify the District of the subpoena as soon as possible after its receipt and shall cooperate reasonably with the District's efforts, if any, to minimize the amount of leave required.

Section 5.9 Union Leave

- (1) Employees wishing to apply for Union Leave shall apply on a Leave Request form as far in advance as possible.
- (2) The purpose of the leave shall be to improve the skills of the members and to enhance the knowledge of its leadership to the mutual benefit of the Union and the District.
- (3) The District shall allow up to 80 hours of Union Leave per school year, and up to an additional 80 hours per school year for which the Union will reimburse the cost of a substitute.

ARTICLE 6 - HOLIDAYS

Section 6.1 Holidays

The following days shall be considered holiday with pay for employees whose work schedules immediately precede or follow the following:

Six days during winter break, including Christmas Eve, Christmas Day, New Year’s Eve Day, New Year’s Day and two additional days either before or after the named holidays, determined by the District annually in the calendaring process.

New Year’s Day	Veterans Day
Martin Luther King JR Day	Thanksgiving Day
President’s Day	Native American Heritage Day
Memorial Day	Christmas Eve
Juneteenth (6/19)	Christmas Day
Independence Day	Two Winter Break Holiday Days
Labor Day	New Year’s Eve

Section 6.2 Pay for Work on Holidays

If the employee works on these days, they will be paid for the holiday plus time and one-half (1-1/2) for the hours worked on that day or paid straight time for the holiday and an additional day and one-half (1 1/2) be added to the vacation allowance for each holiday worked. The choice of which days shall, be at the discretion of the employer. When the holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be considered the holiday. If work on a holiday is the choice of the employee, no extra pay or vacation time will accrue.

Section 6.3 Determining Overtime

If a paid holiday falls within a work week, it shall be counted as time worked for the purpose of determining overtime.

ARTICLE 7 - INSURANCE

Section 7.1 SEBB Insurance

Beginning January 1, 2020, the District shall provide employer contributions to the School Employees Benefits Board (SEBB) for benefits for all employees who meet the eligibility requirements defined by SEBB rules and regulations.

Section 7.2 Eligibility

Employees who are anticipated to work 630 hours or more over the course of a school year are eligible for SEBB benefits.

Section 7.3 Benefits

SEBB benefits currently include the following: medical, basic life, accidental death and dismemberment, basic long-term disability, vision, and dental. All eligible employees will be enrolled in default coverage if they fail to waive coverage during open enrollment or upon hire.

Section 7.4 Premiums

- (1) The District shall pay its portion of the employee premium as established by SEBB.
- (2) Employees will be responsible for their portion of the premium, and the District shall deduct from employees' monthly wages the amount necessary to pay the employee portion of the premium for SEBB benefits.
- (3) Any additional premium surcharges will be paid by the employee.

Section 7.5 Termination

Any eligible employee who terminates the employment relationship, or whose relationship is terminated by the District, shall be entitled to the employer contribution for SEBB benefits through the last day of the month in which the employee's resignation, or the District's termination notice, is effective.

Section 7.6 Construction

All of the provisions of Article VII shall be interpreted consistent with SEBB rules, regulations and guidelines.

Section 7.7 Enrollment Periods

Enrollment periods are determined by the Health Care Authority (HCA) and SEBB. In addition to the notification processes of the HCA, the District shall communicate the timing of any open enrollment periods for SEBB sponsored programs to employees in advance.

Section 7.8 Other Voluntary Benefit Plans

The District and the Union may only offer benefits that are not defined as SEBB only benefit offerings. Employees who currently have voluntary benefit plans must pay at their

own expense for these plans (e.g. salary insurance, pet insurance, other supplemental coverage, etc).

During enrollment periods by the company, all employees may purchase voluntary benefit plans at their own expense.

Section 7.9 Research Benefits

The union and the District agree to continue research on additional health and welfare benefits mutually agreeable to both parties.

Section 7.10 Legislated changes in Funding

This article will re-open for negotiations if the state legislature changes the current method for funding insurance or choosing health insurance plans.

Section 7.11 VEBA

The District has adopted the VEBA Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. Employees who fail to complete the appropriate paperwork waive their right to plan participation, including the forfeiture of any right to sick leave cash-out and health benefit VEBA mitigation. The following selected contribution(s) shall be made during the term of this agreement, and the Union shall notify and reauthorize such agreement with the District annually consistent with Internal Revenue Service regulations.

a. Retirement Sick Leave Conversion

- (1) For purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

b. Annual Sick Leave Conversion

- (1) Eligibility for participation on an annual basis is limited to employees who have accumulated 180 days of unused sick leave. To be eligible during the term of this agreement, an employee must have accumulated at least 180 days of unused sick leave as of the effective date of this agreement.
- (2) The parties agree that the plan shall cover both Retirement and Annual Sick Leave Conversion Benefits.
- (3) The term of this agreement shall be updated annually.

c. Health Benefit VEBA Mitigation Fund:

The District shall contribute an amount, as shown in the table below, to each bargaining unit employee's VEBA Account per month. This will be considered part of the employee's compensation package.

September 1, 2023 \$50.00 per month

September 1, 2024 \$60.00 per month

Section 7.12 Testing/Screening/Quarantine: Should the District direct an employee to be away from work at the direction/order of the health department, the Employee and the District will discuss all available leave options. The Employee may bring, at their discretion, a union representative to such meeting.

ARTICLE 8 - SENIORITY/REDUCTION IN FORCE/RECALL

Section 8.1 Seniority and Probationary Period

Probationary Period Duration: Employees shall be regarded as probationary employees for the first ninety (90) calendar days of their employment and shall have no seniority standing until the completion of a ninety (90) calendar day period in any single employment year.

Probationary Period Modification: Time lost by a probationary employee for personal or health reasons shall be excluded from the ninety (90) calendar day period.

No Just Cause in Probation: The retention or termination of a probationary employee during this ninety (90) calendar day period shall be at the sole discretion of the District and not subject to the Grievance Procedure.

Trial Service Period: Employees granted promotion or transfer to a new classification shall be subject to a trial service period of thirty (30) working days, during which the employee may be returned to the same or similar position in the prior classification, if deemed unsuccessful by the Employer or the employee.

Extended Trial Service Period: An employee hired into a separate and distinct bargaining unit position in a classification for which they have never worked in the District, while occupying their current position, shall be subject to a trial service period of ninety (90) calendar days. Should the 90 day trial service period be unsuccessful, termination from this position shall have no impact on the employee's original bargaining unit position.

Section 8.2 Reduction in Force

- (1) A reduction in force is defined as a reduction in the number of current employees in any job classification (para professionals, campus security, bus drivers, custodians, food service, maintenance, grounds, technology, LPN, and secretaries) who wish to continue

employment. Prior to implementing a reduction in force in the number of current employees and/or building closure, the District will meet and confer to make a good faith effort in reaching consensus on implementing RIF language.

- (2) Such discussion with the Union will occur in a timely manner prior to development of the initial budget for the subsequent year.
- (3) This procedure will not apply to reductions in temporary hours added in accordance with Article IV, Section D of the Collective Bargaining Agreement, which hours may be reduced when the need for the additional hours goes away.

Section 8.3 List of Employees by Seniority

- (1) The employer will provide the Union on or before November 1st of each year a list of employees in descending rank order according to seniority by job classification.
- (2) District Seniority List: The list shall be in district seniority order for the purpose of RIF, layoff, and recall and by classification for all other purposes.
- (3) Classification Seniority List: Employees holding jobs in more than one classification will be listed in each classification.

Section 8.4 Union Notification of RIF or Reduction of Hours:

When the District becomes aware that a RIF or reduction of hours may be necessary, it will notify the Union in a timely manner. Within 10 calendar days of notification, appropriate representatives from the Union and District will meet to review the issues and process. The Union and District will work together to review all possible alternatives. In the event that no alternative can be agreed to, the District will notify each member of the affected classification in writing and ask for volunteers.

Notice to Employee:

If the District determines that a RIF or reduction in hours within this bargaining unit is necessary, all affected employees will receive a twenty (20) working day warning notice prior to the RIF/reduction. Provided, however, that if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year, non-annual employees receiving notice of RIF/reduction for the following school year will be notified by no later than June 15th, the deadline for nonrenewal of certificated instructional employees, in lieu of the twenty working day warning notice.

Reduction in Force Process

Should a lack of funds or program changes make necessary a reduction in any classification hours and/or personnel the following steps shall be used:

District Seniority: Seniority for the purposes of RIF shall be defined as total continuous years of experience in the bargaining unit with the District.

Determination: Staff reduction shall be determined according to district seniority with reductions beginning with the employee with the least seniority within job title, then by classification, last by District.

Bumping: If any position to which an employee is permanently assigned and is reduced or abolished said employee may exercise district seniority. Bumping shall be confined to any position within the employee's current classification/workgroup for which they have seniority, or if none exists, another classification/workgroup in which they have previously worked and are qualified. Such bumping into other classifications shall be in the following order: starting with the classification most recently worked and moving toward the classification worked least recently (e.g.: current classification, most recent, next most recent, etc). Bumping shall be further confined to only those hours/positions that would not result in an employee bumping into a higher pay level or more hours than their current assignment.

Bumping Alternative (Bus Drivers & Custodians): For Bus Driver and Custodial positions, the District shall post all available positions with route information, work locations, hours, shift starting/stopping times and conduct a bid process.

Recall Pool

- A. Employees whose non-temporary hours were reduced or who were laid-off due to reduction in force shall remain in the Recall Pool for two (2) years following the date of reduction or layoff.
- B. Employees in the Recall Pool shall be recalled as positions or hours become available according to district seniority consistent with this Article. If an employee refuses recall into an equitable position from which they were reduced or laid-off, they shall be removed from the Recall Pool.

Retain Sick Leave/Seniority Employees released from District employment for reasons of reduction in force or job elimination shall retain but not accrue their sick leave and seniority rights for a period of two (2) years.

ARTICLE 9 - VACANCY/TRANSFER

Section 9.1 Definitions

- (1) **Vacancy** - A job or position to which no current employee is assigned.
- (2) **Assignment** - The classification, location, and hours of work into which an employee is employed by the District.

- (3) **Temporary Assignment to a Higher Classification** - A District initiated action to assign a person temporarily to a higher paying classification as a replacement for a person on authorized leave for less than 60 working days.
- (4) **Voluntary Transfer** - A mutually agreed upon action to change an employee's location or hours of work within the employee's same classification.
- (5) **Involuntary Transfer** - A District initiated action to change an employee's location or hours of work within the employee's same classification.
- (6) **Years** – Years are defined as School, Academic or Calendar. School year is from September 1 to August 31, and Academic years are September through June or the first through the last day of school. Calendar Years are January 1, through December 31st.

Section 9.2 Posting of Vacancies

- (1) All vacancies for positions covered by this Agreement shall be posted for not less than five (5) days. During the school year, vacancy announcements shall be posted at all work sites. During the summer it is the responsibility of the classified staff to read email for vacancy announcements.
- (2) Within five (5) days from posting, any employee within the bargaining unit may apply for the vacancy. All in-classification applicants will be interviewed. If no in-classification applicant receives the position, other employees who meet the criteria of the job posting will be interviewed. All internal applicants who do not receive the posted position will get verbal notification and, upon request, a written reason for not getting the job.
- (3) Vacancy notices may be advertised externally at the same time the notice is posted internally. However, the District agrees that outside applications may be collected but will not be reviewed by the hiring committee until the internal process has been completed.
- (4) If the District is considering substantive changes in job responsibilities and/or working conditions such changes will be shared with the Union President for input and awareness prior to posting.

Section 9.3 Filling Vacancies

- (1) Selection of an employee shall be the most senior applicant who is qualified for the position based on the essential functions listed on the job description.
- (2) **Seniority Bypass:** An applicant may be passed over for a qualified less senior employee when there are significant and profound circumstances, relevant to the employee's success in the new position, in the employee's work history such as documented performance concerns or the employee has been issued disciplinary action pursuant to Section 10.1. Any applicant who is passed over in seniority shall be given notice of such fact together with reason at least three (3) workdays prior to the date the position is to be permanently filled.

- (3) Vacancies may be filled by substitutes until the hiring process has been completed. At the discretion of the District, when a current employee is selected to fill a vacant position, a substitute may fill the vacant position for up to two (2) weeks to allow a replacement for the employee's current position to be hired and trained. Positions declared vacant during the summer vacation period shall be filled (if necessary) by substitute employees and be posted per the above procedure within the first two weeks of the school year.
- (4) Temporary employees are those hired in response to a specific situation that may or may not continue and when the district is unable to ascertain the length of employment. Such temporary employee(s) shall be hired by the usual procedures. No benefits will accrue to this position unless there is an expectation the employee awarded the position will work 630 hours or more for health insurance eligibility, in which case they will be allowed to enroll in SEBB health care benefits consistent with Article 7 Health and Welfare. After (90) calendar days, the employee will be treated as any other first year hire. The employee's hire date, seniority, sick leave and vacation awards will be retroactive to the original date of hire. Eligibility for permissive benefits shall be the date of change from temporary to regular status.

Section 9.4 Filling of Custodial Vacancies

- (1) All custodians will be invited to attend a meeting to determine the filling of a custodial vacancy by seniority. All custodians in attendance will be asked by seniority their desire to fill the vacant position. Any position that remains vacant at the end of this process will be posted in accordance with Article 9, Section B.
- (2) In the event of a building closure that results in any reassignments, the process for filling custodial vacancies will be implemented beginning with the person whose assignment has been affected.

Section 9.5 Involuntary Transfer

- (1) If an employee's transfer is involuntary, a written explanation of the reason for the transfer shall be provided, upon written request, to the affected employee and the Union. The District shall give ten (10) working days' notice of any contemplated involuntary transfer.
- (2) If involuntary transfers are necessary due to Reduction in Force (RIF), or building closure, employee transfers shall be made on the basis of seniority with the employee with the least seniority being transferred first, provided that the employee is deemed qualified to perform the required duties of the assignment.
- (3) Prior to making involuntary transfers, the District will call for volunteers from within the affected building and/or classification. If no employee volunteers to be transferred, the least senior qualified person will be involuntarily transferred. Employees who voluntarily transfer are not subject to #4.

- (4) If hours become available in a building within two academic years, involuntarily transferred employees will be given first consideration for those hours, by seniority, before offering the hours to the RIF'd employees and/or before posting the hours district-wide.
- (5) The District shall provide 24 hours' notice to involuntarily transferred employees of available hours. Employees involuntarily transferred/reassigned shall have 24-hours to consider the new assignment(s).

Section 9.6 Temporary Assignment to a Higher Classification

When an employee is temporarily assigned to a higher skilled position, the employee will be placed on the salary schedule at the same step of the position currently held. If currently the employee is at a higher step than the higher skilled position has, the employee will be placed on the top step.

Section 9.7 Work Assignment Swapping

If two employees would like to switch work assignments within the same job classification, they may do so with both District and Union approval. The Union shall poll the more senior members of the job classification for their assent. It is understood that, in the event of an assignment swap, the assigned hours follow the position, not the employee.

Section 9.8 Temporary Assignment to a Supervisory Position:

When an employee is requested and agrees to perform the duties of their supervisor during the supervisor's absence, the employee will be compensated at one (\$1.00) dollar per hour over their established hourly rate.

ARTICLE 10 - DISCIPLINE/TERMINATION/RETIREMENT

Section 10.1 Discipline & Discharge

Just Cause: Employees may be disciplined if there is established Just Cause. In such cases the District shall follow the principles of Progressive Discipline as described below.

- a) Verbal warning (documented)
- b) Letter of reprimand
- c) Suspension without pay
- d) Termination

Gross Misconduct: Consistent with Just Cause and in circumstances where misconduct involves behavior of such seriousness, in terms of its nature or its effect on the District, that normal progressive discipline is not appropriate, the District may render discipline including suspension without pay or termination of employment. Just cause for immediate suspension or discharge shall include, but not be limited to, the following:

1. Drunkenness and or drinking on the job,
2. Illegal possession, use, or being under the influence of illegal drugs on the job,
3. Gross immoral conduct.
4. Physical or emotional abuse to others.
5. Theft or willful damage of property.

Derogatory Material: In the cases of written warnings, suspensions, or discharge, a letter shall be placed in the employee's personnel file. No derogatory material shall be placed in an employee's file without the employee being given a copy of said material. Employees shall have derogatory material removed from their personnel file after two (2) years of service provided there have been no other incidents/violations of a similar nature during that period. Employees must request in writing that the material be removed after the two (2) years have passed.

Discharge: In cases of discharge the employee shall receive a statement of reason(s) for discharge.

Section 10.2 Representation

An employee shall be notified of their right to have present a union representative during any discussion or meeting with the District that the District understands could result in discipline. The employee shall be entitled to request a union representative during any discussion or meeting with the District that the employee reasonably may believe could result in discipline or in any disciplinary meeting. No disciplinary action shall be taken with respect to the employee until such representative is present.

The Union shall be given twenty-four (24) hours' notice of the intended disciplinary meeting. The 24-hour notice may be waived upon agreement of the individual, the District, and the Union. In cases where the health, safety, and well-being of students, other employees, or district patrons necessitate immediate action, the District will notify the Union as soon as reasonably possible that action has been taken.

The Union shall be notified of any disciplinary action taken by the District.

Section 10.3 Notice of Resignation/Retirement

Normally, employees shall provide two (2) weeks written notice of voluntary resignation or retirement to the Personnel Office.

ARTICLE 11 - GRIEVANCE PROCEDURES

Section 11.1 Purpose

The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of employee grievances.

Section 11.2 Definitions

A grievance is a claim by an employee and/or the Union that the express terms of this Agreement, District policies and/or procedures, or state/federal laws, rules and/or regulations pertaining to employment have been misinterpreted or misapplied by the District.

Section 11.3 Procedure

An employee may institute a grievance on their own and/or may request the assistance of the Union. The proper procedure for pursuing adjudication of alleged grievances is as follows:

11.3.1 Step One - Verbal Presentation to Immediate Supervisor

Every effort will be made by both the employee and the immediate supervisor to settle a grievance by informal means before the formal grievance process is instituted. The aggrieved party and/or the Union shall initiate the discussion within fourteen (14) calendar days of the time the grievance arises or the time when the Grievant should reasonably have had first knowledge of its occurrence.

11.3.2 Step Two - Written Presentation to the Immediate Supervisor

If the informal discussion fails to bring about a resolution, the Grievant will commit the grievance to writing and send the grievance to their immediate supervisor and the shop steward within fourteen (14) calendar days after the informal (Step One) discussion using the SEIU Grievance Review Form or a written statement that includes:

- (1) the nature of the grievance,
- (2) the section(s) of this Agreement, District policies and/or procedures, or state/federal laws, rules and/or regulations pertaining to employment that allegedly have been misinterpreted or misapplied, and
- (3) the recommended solution to the grievance. A copy of the grievance form also shall be sent to the Superintendent and the Union Office.

The parties shall meet to discuss the grievance without undue delay. The Supervisor shall provide a written response to the Grievant and the Union within fourteen (14) calendar days of the Step Two grievance meeting.

11.3.3 Step Three - Superintendent

If the Grievant is not satisfied at Step Two, they may, within fourteen (14) calendar days after receipt of the immediate Supervisor's written response in Step Two, submit the grievance to the Superintendent or designee.

The Grievant, a Union Representative and the Superintendent or designee shall meet to discuss the grievance without undue delay.

Within fourteen (14) calendar days after the Step Three grievance meeting, the Superintendent or designee shall communicate a written response to the Grievant and the Union.

11.3.4 Step Four - Mediation

If the foregoing steps have been exhausted, and the grievance has not been satisfactorily resolved, the Union and District may within fourteen (14) calendar days of receiving the Step Three response, forward a joint request for mediation.

11.3.5 Step Five - Arbitration

If the grievance is not satisfactorily resolved at Step Four, the Union may, within fourteen (14) calendar days after the mediation, submit the grievance for arbitration within the following guidelines:

- (1) The arbitrator shall limit their decision strictly to disputes involving the application or interpretation of the express terms of this Agreement, District policies and/or procedures, or state/federal laws, rules and/or regulations pertaining to employment from Section B, first paragraph. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
- (2) The arbitrator's decision shall be final and binding on the Union, the employees involved, and the District.
- (3) The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- (4) In the event that the parties cannot mutually agree on an arbitrator, The parties shall request a list of seven (7) arbitrators from the Public Employees Relations Commission (PERC) and will select an arbitrator by alternately striking names from the list received, with a coin toss determining which party strikes first.

Section 11.4 Time Limits

The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure on the part of the Grievant or Union to act within the time limits will effect a termination of the grievance, which will not be subject to further processing.

The District and the Union may mutually agree in writing to extend the time limits at any one of the steps.

Section 11.5 Election of Remedy

In cases where an employee has initiated a grievance over District policies or procedures or state/federal laws, rules and/or regulations pertaining to employment as provided in this Agreement, and the employee has also initiated a complaint relative to the same event in a court or outside Agency such as EEOC, the Department of Labor or WISHA,

the employee may not continue to pursue the grievance through Step Five (arbitration) unless they have withdrawn the complaint from the court or outside agency prior to a determination in such other forum.

ARTICLE 12 - CONTRACTING OUT

Section 12.1 Contracting Out/Terms of Agreement

Except as provided for below, there shall be no contracting out of bargaining unit work during the term of this Agreement.

Section 12.2 Extra Work

All extra work shall be offered to qualified employees within classification by seniority. The work shall then be offered to other qualified bargaining unit members from outside the classification by seniority. If there are no qualified members, and before contracting out any work traditionally performed by bargaining unit employees, the District will give the Union at least 30 days' notice in writing of its interest in doing so and, upon request, the District will meet to negotiate the decision and its effects on bargaining unit employees, with the first meeting to occur within 15 calendar days following the date of notice.

Notwithstanding the foregoing, if the District has posted but been unable to recruit/hire necessary additional staff, when the provision of necessary services requires, with prior notice to the Union, the District may contract for the provision of necessary services, and the District will meet with the union upon request.

Section 12.3 Notice to Union

The Employer shall give the Union written notice of any contracting as described above, including the name and address of the parties, or party, within ten (10) days after any such transaction and shall make available to the Union, upon request, a copy of the appropriate document or instrument. In the event the Employer fails to require the other party to bind itself to this Agreement the Employer shall remain liable for the observance of all of the terms and provisions of the Agreement for its duration.

ARTICLE 13 - WAGES

Section 13.1 Wages:

Wages will be contained on the Salary Schedules which are attached as Appendix A.

Section 13.1.1 2023/2024: Effective September 1, 2023, the wage rates on the wage schedule shall be improved as shown on Schedule A, inclusive of comparability adjustments and the IPD (3.7%) referenced in *section 13.2 Cost of Living Adjustments (COLA 's)*. In no case shall any position receive less than a total of five (5.0%) percent. Additionally, additional longevity steps shall be added to the wage schedule at beginning year 15 and beginning year 20 each set at three (3.0%) percent above the previous step.

Section 13.1.2 2024-2025: Effective September 1, 2024, the wage rates on the wage schedule shall be improved by an across-the-board adjustment equal to five (5.0%) percent or the IPD, whichever is higher (*see Section 13.2 Cost of Living Adjustments (COLA's)*).

Section 13.2 Cost of Living Adjustments (COLA's):

The wage rates on the wage schedule shall be increased each year of the contract on September 1 by the terms of the agreement or at least the rate of the yearly increase in the inflationary adjustment index used by the Washington State Legislature in the Apportionment Act each school years (currently understood as the implicit price deflator or IPD).

Section 13.3 Step Increments:

In addition to the state funded increases, the District, from local funds, will pay for step movement on the current salary schedule.

Section 13.4 Retiree Substitute Pay: Former bargaining unit employees who have formally retired from the system and return as substitutes within eighteen (18) months of separation shall be placed at Year 10 on the wage schedule after they work ten (10) days (non-consecutive) in a given school year and in the classification/department from which they previously worked.

Section 13.5 Bus Driver Standby Pay: Standby pay for bus drivers shall be eighty-five (85%) percent of their regular rate of pay effective September 1, 2023.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

Section 14.1 Professional Organization Stipends:

Bargaining unit employees who express an interest in becoming actively involved members of a recognized, job-related professional organization shall be considered by the District for District support, based on the District's assessment of the need and the value of the membership for its operations. If support is granted, the employees shall have their membership fee paid by the District. A list of acknowledged professional organizations is below. Additional professional organizations may be added through the labor management process.

Acknowledged professional organizations: Washington Association of Maintenance and Operations (WAMOA), National Association of Educational Office Professionals (NAEOP), Washington Association of Educational Office Professionals (WAEOP), Washington Association Pupil Transportation (WAPT), School Nutrition Association (SNA), Washington School Nutrition Association (WSNA), School Nurse Organization of Washington (SNOW), National Association of School Nurses (NASN), National Association of School Resource Officers, North West Drivers Training Association (NWDTA).

Section 14.2 Diapering and Tube Feeding Allowance:

With respect to tube feeding/hydrating, the District will endeavor to assign this work to paras who volunteer, but reserves the right of assignment to employees trained by the school nurse to perform this job duty as necessary. Employees cannot refuse training if directed by the District.

Section 14.3 Paraeducator Professional Development:

The District shall provide the required hours of training each school year for employees meeting the Washington State definition of instructional paraeducator to fulfill the fundamental course of study requirements and the general paraeducator certificate requirements (*currently understood to be 28 hours for the FCS and 14 hours annually for the General Certificate*). The District will cover the cost of required clock hours for the General Paraeducator Certificate. The District and the Union will meet and discuss the implementation of an annual professional development and training plan through the labor management process. Should the State of Washington change the professional development requirements for paraeducators the parties shall meet to discuss and bargain the impacts.

Paraeducators who have completed the fundamental course of study and general certification requirements may utilize the professional development fund in Section 14.5 to complete clock hours to obtain additional non-required certifications (e.g., Advanced Paraeducator Certificate, Special Education, English Language Learner). Beginning with the 2023-24 school year, the District will increase the amount of funding in the professional development fund by \$5,000 (total of \$15,000). (*See Section 14.5 Professional Development Fund*)

Section 14.4.—Certification Pay:

Bargaining unit employees who express an interest in obtaining a professional license or certification specific to their job classification and duties shall be considered by the District for District support, based on the District's assessment of the need and the value of that certification on its operations and subject to the max # in the chart below. If support is granted, the employee shall have their license and certification fees paid by the District.

The District will provide compensation for bargaining unit employees who obtain a professional license or certification specific to their job classification and duties according to the following schedule:

Certification Type	Annual Stipend (prorated monthly)	Max # Employees Allowed
Black Flow Inspector	\$800.00	1
Playground Inspector	\$800.00	1
Pesticide Applicator	\$600.00	1
Pesticide Certified	\$400.00	2

Paraeducators Advanced Certification: Paraeducators that have an Advanced Paraeducator Certificate will receive an additional fifty (\$0.50) cents per hour in compensation. Documentation must be provided to Human Resources by September 15th of each school year to meet the requirements of the additional pay.

Section 14.5 Professional Development Fund:

The District shall provide funding in the amount of \$15,000 for training of employees who wish to attend such training. This money will cover costs associated with the training including substitute wages, travel expenses, presenter fees and other related costs. An employee committee consisting of Union representatives shall be formed. The committee shall survey the membership and management to determine the training needed or desired and shall be responsible for organizing and/or approving the training offered.

Section 14.6 Professional Development Workshops: The District will make available or designate job-related personal growth workshops for all employees. For attendance at those workshops outside the employee's regular work hours the District will provide a stipend of \$100.00 or pay equal to four (4) hours of work per employee, whichever is greater, for attendance at four (4) hours of workshops. These shall be in at least two (2) hour increments.

Section 14.7 Job Transition Training: New employees or employees who have been transferred to a new classification shall be allowed two (2) days of training, prorated to hours worked (in the new classification). If the District or new employee feels that more training is required, the amount of time shall be discussed and agreed.

Section 14.8 Professional Development Days:

For less than 260 day Employee Workgroups (Para, Food Nutrition, Transportation, Office Personnel, and Health Services): The District shall add to the work calendar for all less than 260 day employees at least one (1) professional development day. The professional development may be offered as one continuous day or in partial day increments totaling an extra workday.

For 260 day Employee Workgroups (Custodians/Maintenance/Grounds/IT): For each workgroup, at least one (1) days' worth of time (8 hours per year) shall be scheduled each contract year, for orientation and collaboration for the upcoming school year, and any necessary training and/or professional development.

ARTICLE 15 – PROFESSIONAL CONDUCT

Section 15.1 Respect and Professionalism:

The Employer and the Union agree that all District employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the Districts' mission, employee wellbeing, or productivity toward establishing and maintaining a safe and healthy learning environment for students. All employees are responsible for contributing to such an environment and are expected to treat one another with courtesy and respect

Harassment, intimidation, or bullying mean any intentional electronic, written, verbal, or physical act that is unwelcome and sufficiently severe, persistent, or pervasive such that it could reasonably be expected to create an intimidating, hostile, or offensive environment, or has the purpose or effect of unreasonably interfering with an employee's work performance.

Inappropriate workplace behavior by employees and/or supervisors will not be tolerated. At no time will harassment, intimidation, and bullying be accepted as appropriate workplace behavior. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's union representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. A sincere effort will be made to resolve the complaint at this level. If this informal process does not adequately resolve the employee's concerns, then the employee may file a formal complaint for investigation utilizing the procedures in the Board Policy 5270/5270P (Resolution of Staff Complaints) and/or Board Policy 3207/3207P (Prohibition of Harassment, Intimidation, or Bullying).

Retaliation against employees who make a workplace behavior complaint will not be tolerated.

ARTICLE 16 - NO STRIKE - NO LOCKOUT

Section 16.1

During the term of the Agreement the Union agrees not to engage in any strike or work stoppage; and the Employer agrees not to engage in any lockout.

ARTICLE 17 - SAVINGS CLAUSE

It is the intention of the parties to comply with all applicable provisions of the State or Federal law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. In such event, either party may request negotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 18 - DURATION AND REOPENER

Section 18.1 Duration/Re-opener

This Agreement shall remain in full force and effect from September 1, 2023 to August 31, 2025.

The parties agree, for the life of this Agreement, to continue the collaborative problem-solving process.

Section 18.2 Attest

1/26/2024

Adopted by the Board of Directors this _____ day of _____, 2023 and recorded in the records of the School District as of this date.

For the Union: 1/26/2024

DocuSigned by:
Brandon D. Tippy
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Brandon D Tippy
Internal Organizer, SEIU Local 925

DocuSigned by:
Alayna Nestor
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Alayna Nestor
Chapter President, SEIU Local 925

DocuSigned by:
Ken Phillips
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Ken Phillips
Chapter Vice President, SEIU Local 925

DocuSigned by:
Tara Clanton
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Tara Clanton
Bargaining Team, SEIU Local 925

DocuSigned by:
Joanne Mackey
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Bargaining Team, SEIU Local 925

DocuSigned by:
Bethel Moore
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Bargaining Team, SEIU Local 925

DocuSigned by:
Kimberly Cortez
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Kimberly Cortez
Bargaining Team, SEIU Local 925

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Troy Hellickson
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Troy Hellickson
Bargaining Team, SEIU Local 925

For the District: 1/29/2024

DocuSigned by:
Dr. Linda Rosenbury
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Dr. Linda Rosenbury, Superintendent &
School Board Secretary
Port Townsend School District No. 50

DocuSigned by:
Jennifer James-Wilson
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Doug Ross, School Board Vice Chairperson
Port Townsend School District No. 50

APPENDIX A
PORT TOWNSEND SCHOOL DISTRICT NO. 50

SEPTEMBER 1, 2023

2023-2024 SALARY SCHEDULE

2023-2024 Salary Schedule								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20
Bus Driver	24.80	25.54	26.31	27.10	27.91	28.75	29.61	30.50
Food Service Assistant	19.07	19.64	20.23	20.84	21.46	22.11	22.77	23.45
Cook/Baker	20.28	20.88	21.51	22.16	22.82	23.50	24.21	24.94
Lead Cook/Baker	20.85	21.47	22.12	22.78	23.47	24.17	24.89	25.64
Secretary	23.13	23.82	24.54	25.27	26.03	26.81	27.62	28.44
Custodian	23.82	24.54	25.27	26.03	26.81	27.62	28.44	29.30
Maintenance	28.79	29.65	30.54	31.46	32.40	33.37	34.38	35.41
Groundskeeper	27.74	28.57	29.43	30.31	31.22	32.15	33.12	34.11
Seasonal Grounds/Floater	25.33	26.09	26.87	27.68	28.51	29.36	30.24	31.15
Computer Technician	26.81	27.61	28.44	29.29	30.17	31.08	32.01	32.97
Para General/Instructional	20.72	21.34	21.98	22.64	23.32	24.02	24.74	25.49
Para Specialized Skills	21.76	22.41	23.08	23.78	24.49	25.22	25.98	26.76
Para Behavior Intervention Specialist, Library Technician	22.85	23.53	24.24	24.96	25.71	26.49	27.28	28.10
Para Brailist, Signer, Registered Behavior Technician (RBT)	23.99	24.71	25.45	26.21	27.00	27.81	28.64	29.50
LPN w/90 credits	31.72	32.67	33.65	34.66	35.70	36.77	37.88	39.01

Drivers will be paid stand by at a rate of 85% of regular pay.

Custodians working after 6PM will receive a differential of .60 per hour worked. COLA increases will apply to a maximum of .60. This will not apply if custodian choose to work days during the summer.

For purposes of salary compensation only, the “anniversary date” for all employees covered by this AGREEMENT who were hired after May 1, 1988, shall be their date of hire.

Paraeducators that have an Advanced Paraeducator Certificate will receive an additional .50 per hour worked. Documentation must be provided to Human Resources by September 15th of each school year to meet the requirements of the additional pay.

APPENDIX A
PORT TOWNSEND SCHOOL DISTRICT NO. 50

SEPTEMBER 1, 2024

2024-2025 SALARY SCHEDULE

[Final To Be Determined Based on Legislative Action]

2024-2025 Salary Schedule								
IPD Minimum 5%	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20
Bus Driver	26.05	26.83	27.64	28.46	29.32	30.20	31.10	32.04
Food Service Assistant	20.03	20.63	21.25	21.89	22.54	23.22	23.92	24.63
Cook/Baker	21.30	21.94	22.60	23.27	23.97	24.69	25.43	26.19
Lead Cook/Baker	21.90	22.56	23.23	23.93	24.65	25.39	26.15	26.93
Secretary	24.29	25.02	25.77	26.55	27.34	28.16	29.01	29.88
Custodian	25.02	25.77	26.55	27.34	28.16	29.01	29.88	30.77
Maintenance	30.24	31.15	32.08	33.04	34.04	35.06	36.11	37.19
Groundskeeper	29.14	30.01	30.91	31.84	32.79	33.78	34.79	35.83
Seasonal Grounds/Floater	26.60	27.40	28.22	29.07	29.94	30.84	31.77	32.72
Computer Technician	28.16	29.01	29.88	30.77	31.70	32.65	33.63	34.63
Para General/Instructional	21.77	22.42	23.09	23.79	24.50	25.23	25.99	26.77
Para Specialized Skills	22.86	23.54	24.25	24.98	25.72	26.50	27.29	28.11
Para Behavior Intervention Specialist, Library Technician	24.00	24.72	25.46	26.22	27.01	27.82	28.66	29.52
Para Brailist, Signer, Registered Behavior Technician (RBT)	25.20	25.95	26.73	27.53	28.36	29.21	30.09	30.99
LPN w/90 credits	33.32	34.32	35.35	36.41	37.50	38.63	39.79	40.98

Drivers will be paid stand by at a rate of 85% of regular pay.

Custodians working after 6PM will receive a differential of .60 per hour worked. COLA increases will apply to a maximum of .60. This will not apply if custodian choose to work days during the summer.

For purposes of salary compensation only, the "anniversary date" for all employees covered by this AGREEMENT who were hired after May 1, 1988, shall be their date of hire.

Paraeducators that have an Advanced Paraeducator Certificate will receive an additional .50 per hour worked. Documentation must be provided to Human Resources by September 15th of each school year to meet the requirements of the additional pay.

APPENDIX B
Grievance Form
Service Employees International Union, Local 925
1914 N 34th street #100, Seattle, WA 98103

Grieving Member(s):
Chapter:
Work Location:

Steward Assigned:
Steward Contact Phone:
Steward Email:

SEIU Staff Assigned: Victor Crews, MRC Representative
SEIU Staff Contact Phone: 1 (877) 734-8673
SEIU Email: vcrews@seiu925.org

Date of Incident Causing Grievance:
Date Grievance Filed: Step 1 ____ Step 2 ____ Step 3 ____

Contract Provisions Violated:

Nature of Grievance (what happened):

Remedy of Grievance (solution):

Grieving Member(s) Signature: _____ Date: _____

The SEIU, Local 925, Reserves to Right to Modify or Expand this Grievance

APPENDIX C
GRIEVANCE PROCEDURE

B. DECISION OF IMMEDIATE SUPERVISOR - (RESPONSE: STEP TWO)
(To be completed by immediate supervisor within fourteen (14)
calendar days after the grievance meeting)

ARTICLE 1 Type or Print

I. Grievant(s) _____ Date of Formal Presentation _____
School _____ Phone _____

1. Decision of immediate supervisor and reasons therefore:

Date of Decision _____
Signature of Immediate Supervisor _____

II. Grievant(s) Response

_____ I accept the above decision

_____ I hereby refer the above decision to Step Three of the Grievance Process.

_____ Date of Response
Signature of Grievant _____

DISTRIBUTION
Union Representative
Superintendent
Grievant(s)

Signature of Union Representative

SEIU Informal Grievance Form 2

APPENDIX
GRIEVANCE PROCEDURE

B. DECISION OF DISTRICT SUPERINTENDENT OR DESIGNEE - (STEP THREE)

(To be completed by the superintendent or designee within fourteen (14)
calendar days after receipt of the written grievance)

ARTICLE 1 Type or Print

I. Grievant(s) _____	Date of Formal Presentation _____
School _____	Phone _____

2. Decision of Superintendent or Designee and reasons therefore:

Date of Decision _____	_____
	Signature of Superintendent or Designee

II. Grievant(s) Response (to be completed by grievant within fourteen (14) days of decision)

_____ I accept the above decision by the Superintendent

_____ I do not accept the above decision and the Union will notify the District of future steps.

_____	_____
Date of Response	Signature of Grievant

DISTRIBUTION
Union Representative
Immediate Supervisor
Grievant(s)

Signature of Union Representative

SEIU Informal Grievance Form 3

APPENDIX E

**Letter of Agreement
Paraeducator Assignments**

Paraeducator Assignments: The District will assign paraeducators in one of the four categories below based on the majority of the paraeducator’s daily job responsibilities, as determined by the District. All paraeducators in specialized categories, including those with specialized skills or behavior intervention specialist can be expected to perform the duties of general/instructional paras in addition to specialized skills. The additional pay is for performing intermittent tasks that require more training.

In order to transition paraeducator assignments beginning in the 2023-24 school year, the District will assign current paraeducators to one of the below 4 assignments based on school need, interest and seniority, as determined by the District and subject to review and discussion in LMC. The District will work through the labor management process to discuss any impact on employees working conditions.

Assignment	Description	Pay Differential
Para General/Instructional	Supervision, Small Group, In-Class Support	Base Pay
Para Specialized Skills	Diapering, Medical needs, 1:1 as a supplemental aide/service support in a student's IEP	Base Pay + 5%
Behavior Intervention Specialist, Library Technician	Separate Job Description with individualized job duties.	Base Pay + 10%
Specialists: Brailist, Signer, Registered Behavior Technician (RBT)	Separate Job Description with individualized job duties. (RBT contingent on hiring of BCBA, BCBA needs, and separate hiring process)	Base Pay +15%

For District: 1/29/2024
DocuSigned by:



6D8CC67F4F53451...
Dr. Linda Rosenbury
Superintendent

For SEIU 925: 1/26/2024
DocuSigned by:



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Brandon Tippy
Internal Organizer

APPENDIX F

**Memorandum of Understanding Between
The Port Townsend School District and Service Employees
International Union Local 925**

**Agreement Regarding Student Transportation Services for the East Jefferson Athletic
Combine**

The Port Townsend School District (District) and SEIU (Union) agree upon this Memorandum of Understanding to address the impacts on working conditions of transportation employees represented by Union caused by the creation of the East Jefferson Athletic Combine beginning in the 2021-22 school year (the Combine Agreement).

WHEREAS, student participation in the District's interscholastic athletic programs has diminished over a period of years, threatening the sustainability of these programs and the opportunities for student participation they provide. For this reason, the District has entered into an interlocal agreement with the Chimacum School District, which is similarly situated, to combine/consolidate elements of the two districts' respective student athletic programs under the name East Jefferson Athletics Combine, pursuant to which participating students from each district's high school will compete in WIAA-sanctioned athletics on a single athletic team in a number of different sports (e.g., boys' football, girls' soccer, girls' volleyball, etc.); and

WHEREAS, each team sponsored by the Combine will be "hosted" by one or the other district, with the host district serving as the fiscal manager for the teams being hosted; and

WHEREAS, under the terms of the Combine Agreement, it is contemplated that District student-athletes as well as Chimacum student-athletes who are members of teams hosted by Chimacum School District are to be transported to "away" athletic competitions/events by Chimacum bus drivers, while Chimacum student-athletes as well as District student-athletes who are members of teams hosted by the District will be transported to away athletic competitions/events by District bus drivers; and

WHEREAS, the transportation of District students participating on District athletics teams to and from away athletic competitions/events is claimed by Union to be bargaining unit work for the District's bus drivers who are represented by Union; and

WHEREAS, The Union asserts that the transport to away athletic competitions/events of District student-athletes by bus drivers who are not members of Union's bargaining unit would constitute the subcontracting of bargaining unit work; and

WHEREAS, in an effort to preserve and enhance work opportunities for its transportation unit employees in the face of declining student-athlete participation in the District sports program, the Union is willing to agree to share the transportation of these student-athletes to away athletic competitions/events with Chimacum drivers on the condition that the work represented by this transportation of District and Chimacum student-athletes to away competitions/events is equitably shared between the drivers in the two units, on a basis that takes into account the proportionate participation of student-athletes from the District and Chimacum respectively, the number and duration of the trips, and the practical bookkeeping requirements and burdens for payroll and related purposes.

NOW, THEREFORE, the parties agree as follows:

1. The transportation of District student-athletes to "away" athletic competitions historically has been bargaining unit work of bus drivers who are members of the bargaining unit represented by Union. The District acknowledges and recognizes the Union's claim to jurisdiction over this work.
2. The total amount of bus driver work opportunities entailed in transporting student-athletes to and from away athletic competitions will be divided between District bus drivers and Chimacum bus drivers on an equitable basis, taking into account the relative levels of participation of District student-athletes and Chimacum student-athletes, the number and duration of trips, and the practical requirements and burdens of bookkeeping for payroll and related purposes.
3. Details of the manner in which trips will be divided between District and Chimacum drivers to fulfill the terms and intent behind this MOU will be determined by a committee comprised of an equal number of representatives appointed by the District and the Union, with the District appointees to be responsible for representation of the interests of Chimacum School District.
4. This MOU is entered into by the parties exclusively to address the unique circumstances here involved, the needs presented by the District's decision to enter into the East Jefferson Athletic Combine, and the claimed impact of this decision on Union's bargaining unit work of its Transportation employees. Accordingly, it will automatically expire on expiration of the interlocal agreement forming the East Jefferson Athletic Combine and/or at such time as the District withdraws from the Combine. Additionally, this MOU in no way shall be considered to reflect an acquiescence by Union in any

unauthorized subcontracting of bargaining unit work or relinquishment by Union of its claimed jurisdiction over the transportation work encompassed herein.

DISTRICT



Dr. Linda Rosenbury,
Superintendent

9/23/21
Date

SEIU

DocuSigned by:



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Brandon Tippy,
Internal Organizer

9/23/2021

Date