

COLLECTIVE BARGAINING AGREEMENT BETWEEN

SELKIRK SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF SELKIRK

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

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PREAMBLE

This Agreement is made and entered into between Selkirk Consolidated School District Number 70 (hereinafter called "District") and Public School Employees of Selkirk, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter "PSE" or "Association"). The parties agree that it has been and will continue to be in their mutual interests and purposes to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith with respect to grievance procedures and on personnel matters including wages, hours, and working conditions; to promote effective methods of proper adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the employer.

It is also understood and agreed that matters appropriate for consultation and negotiation between the District and PSE are hours, wages, grievance procedures, and general working conditions of employees subject to this Agreement.

It is further agreed and understood that the District will consult and inform the Association in the formulation of any changes being considered in existing benefits, policies, practices and procedures.

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

In accordance with the provisions of the Public Employees Collective Bargaining Act, RCW 41.56, and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. PSE Exclusive Representative.

The District hereby recognizes PSE as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and PSE recognizes the responsibility of representing the interests of all such employees.

Section 1.1.1. All Bargaining Unit Employees Represented.

PSE recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 1.2. Exempt Employees.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030. Confidential employees are any persons who participate directly on behalf of the employer in the formation of labor relations policy, the preparation for or conduct of bargaining or the administration of the agreement in other than a merely routine basis.



1 **Section 1.3.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
3 the general job classifications as contained in the current Schedule A.

4
5 **Section 1.3.1. Substitute, Temporary, and Casual Employees; Casual and Seasonal Work.**

6
7 **Section 1.3.1.1. Definitions.**

- 8 A. **Substitute Employee:** An individual who works for an employee of the District, in
9 one of the general job classifications, as defined in Section 1.3., absent from their
10 duties.
- 11
12 B. **Temporary Employee:** An individual who works in one of the general job
13 classifications, as defined in Section 1.3., where an employee of the District is not
14 absent from their duties, i.e., new position not yet filled.
- 15
16 C. **Casual Employee:** Employees who do not have an expectation of continuing
17 employment (see definition of Casual Work below), i.e., positions not within one of
18 the general job classifications as defined in Section 1.3. A casual employee will be
19 paid at Step 1-3 on Schedule A.
- 20
21 D. **Casual Work:** Positions not within one of the general job classifications as defined
22 in Section 1.3. which will last no more than two hundred forty (240) hours. This
23 work will first be offered to regular employees and compensation will be at the
24 employee's appropriate longevity step on Schedule A for the work performed.
- 25
26 E. **Seasonal Work:** A non-continuing position that begins after the school year has
27 begun and continues for no more than one hundred twenty (120) days (i.e., summer
28 or winter work). This work will first be offered to regular employees and
29 compensation will be at the employee's appropriate longevity step on Schedule A
30 for the work performed.

31
32 **Section 1.3.1.2. Entitled to Certain Contractual Rights after Thirty Days.**

33 WAC 391-35-350. Employees who, during the previous twelve (12) months, have
34 worked more than thirty (30) days of the school year and who remain available for work
35 on the same basis, shall be presumed to be entitled to the following provisions of the
36 contract and no others: Article III, Employee Rights, Section 3.3 only; Article VII,
37 Seniority and Layoff Procedure, Section 7.8.1 only; Article IX, Hours of Work and
38 Overtime; Article XII, Salaries and Employee Compensation, Section 12.7 only; and
39 Schedule A.

40
41
42 **ARTICLE II**

43
44 **DISTRICT RIGHTS**

45
46 **Section 2.1.**

47 In matters not covered specifically by language within this Agreement, the District management shall
48 have the right to make decisions in such areas. Included in these rights is the right to direct the work



1 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
2 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
3 release employees from duties because of lack of work or for other legitimate reasons. This shall
4 include the right of the District to make reasonable rules and regulations in order to maintain the
5 efficiency of the District operation.

6
7 Actions taken by the District under this Article which allegedly violate any part of this Agreement
8 shall be subject to the grievance procedure unless specifically exempted by language herein to the
9 contrary.

12 ARTICLE III

14 EMPLOYEE RIGHTS

16 **Section 3.1. Non-Interference for Joining PSE.**

17 Neither the District nor PSE shall attempt to influence any employee in his/her decision to join or not
18 to join PSE through threat, coercion, discrimination, or any other act illegal under the laws of the State
19 of Washington. Employees subject to this Agreement shall have the right to freely exercise all rights
20 extended them by statute or by the terms and conditions of this Agreement.

22 **Section 3.2. Right to Representation.**

23 Employees shall have the right to have a local PSE dues paying member as a representative at any
24 meeting between the employee and his/her supervisor where the employee reasonably believes the
25 discussion will result in disciplinary action. This representation during a meeting is known as
26 Weingarten Rights, and it is the employee's responsibility to request representation. If the employee
27 wishes to exercise his/her Weingarten Rights he/she shall notify the supervisor in advance of the
28 meeting that he/she will have PSE representation present.

29
30 Each employee shall have the right to delegate any right or duty contained in this Agreement to
31 appropriate officials of the Association.

32
33 If the employee feels that a discussion has moved from a non-disciplinary discussion to one involving
34 possible discipline, the employee may request that the meeting be recessed for no more than 24 hours
35 to enable the employee to procure representation.

37 **Section 3.3. No Discrimination.**

38 The provisions of this Agreement shall be applied equally to all employees without discrimination as
39 to age, sex, marital status, race, color, creed, national origin, or political affiliation. Both the employer
40 and the PSE shall bear the responsibility for complying with this provision of the Agreement.

42 **Section 3.4. Employee Right to Present Personal Views to District.**

43 Nothing in this Agreement shall deny the right of the employee to utilize the existing and customary
44 administrative channels to present his/her views to the District management.

46 **Section 3.5. Personnel File.**

47 Each employee shall be provided a copy of all the material placed in his/her personnel file within five
48 (5) days of its placement and may review and copy the entire file upon request. An employee may



petition the District to remove all derogatory material contained in the file no earlier than two (2) years after its placement in the file. Evaluations will remain in the file. However, an employee may attach comments to any material that is a part of the personnel file.

Section 3.6. Medical File.

The District shall maintain a medical information file for each employee that will be kept separate from the personnel file. This file shall contain such sensitive information as immunization history, health related cards, leave sharing information and information on medical history, medical releases, etc. This file will insure confidentiality of sensitive information regarding the employee in the event of a Federal or State audit.

Section 3.7. Notice of Reasonable Assurance.

The District shall notify each employee covered by this Agreement on or before June 1 as to whether or not he/she will be rehired for the ensuing school year. Each employee shall be provided with a copy of this notification.

Section 3.8. Job Descriptions.

The District shall maintain current job descriptions and/or job announcements on all covered classifications.

ARTICLE IV

EVALUATIONS

Section 4.1. Evaluations.

Each employee's performance shall be evaluated annually by the employee's immediate supervisor or designee. Bargaining unit members will not administer such evaluations, with the exception of the transportation foreman who may evaluate bus drivers. Performance evaluations shall fairly and accurately reflect each employee's actual duty performance.

Section 4.1.1. Unsatisfactory Performance.

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

The employee may waive his/her option to have an Association representative present during the reviews. This waiver will be in writing to the local Association President.



ARTICLE V
ASSOCIATION RIGHTS

Section 5.1. Facilities and Bulletin Boards.

PSE shall have the privilege to use District facilities for meetings. PSE shall be accorded the privilege of using bulletin board space for the posting of official notices concerning PSE activities.

Section 5.2. Bargaining Unit Lists.

Upon request, the District shall provide PSE information on all bargaining unit employees for audit purposes. Information will include non-dues paying employees, with the employee's name, position, primary work location, address, phone, employment status (laid-off, leave of absence, L/I, etc.) hire date, hourly rate of pay, number of contracted workdays and work hours per day, FTE equivalent, SEBB eligibility, and effective date union dues paid. This information will be transmitted electronically to membership@pseofwa.org, with the Chapter President and Field Representative copied in the email.

Section 5.2.1. Employee Contact Updates to District.

All classified employees shall notify the District by October 1 of each year of their current address and emergency telephone number if the information is different from that which is on file from the previous year. If the information changes during the year, the employee will inform the District of such changes.

Section 5.3. Labor-Management Meetings.

It is mutually agreed that the District and PSE will conduct labor-management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement. These meetings will be set at the beginning of the year on a quarterly basis (minimum of three [3] times a year). A schedule of meeting dates and times will be proposed by the local PSE President(s). Additional meetings may be requested by either party at any time. The Superintendent or his/her designee shall meet with the local PSE President and may include a member from each of the classifications covered by the Agreement. These meetings will not be negotiation sessions and shall not add-to, detract-from or otherwise modify the agreement.

Section 5.4.

The Association shall be advised by May 15 of current and predicted workload information.

Section 5.5. Membership and Dues Checkoff.

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

Section 5.6. Access to New Employees of the Bargaining Unit.

The District will notify the Association of all new hires within ten (10) workdays of the hire date. Notification may be in the form of email to the union president. For employees hired during summer months or holidays, the ten (10) workdays commence upon the first scheduled day of work for the new hire. The District will allow the union to meet with the new hire for thirty (30) minutes during the new hire's workday within the first thirty (30) days of hire. This may be during a new employee orientation time. It is the responsibility of the union to schedule the meeting with the new hire at time mutually



1 agreed to by the District and the union. Meeting times will be held as to cause the least disruption to
2 the new hire's work responsibilities.

3
4 **Section 5.7. Regular Dues Check Off.**

5 The District shall deduct PSE state dues, assessment(s), and any/all voluntary contributions to the
6 Association from the pay of any employee who authorizes such deductions in writing in accordance
7 with applicable law (RCS 41.56.110) to the treasurer of the Public School Employees of Washington/
8 SEIU Local 1948 on a monthly basis. Transmissions will include payments and an electronic list of all
9 represented employees with deduction amounts. A dues remittance form needs to accompany the
10 payment every month and include the membership status changes.

11
12 **Section 5.8. Dues Authorization.**

13 The District agrees to accept dues authorizations as per RCW 41.80.100.

14
15 **Section 5.9. Local Dues.**

16 The District shall deduct PSE local chapter dues separately and remit all such funds to the local
17 Chapter Treasurer on a monthly basis.

18
19 **Section 5.10. Authorizations and Revocations**

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

24
25 Upon receiving notice of the employee's authorization from Public School Employees of
26 Washington/SEIU Local 1948 (PSE) the employer shall deduct from the employee's salary
27 membership dues and remit the amounts to PSE, by the next effective payroll.

28 The employee's authorization remains in effect until expressly revoked by the employee in accordance
29 with the terms and conditions of the authorization. An employee's request to revoke authorization for
30 payroll deductions must be in writing and submitted by the employee to Public School Employees of
31 Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization.
32 Revocations will not be accepted by the employer if the authorization is not obtained by the employee
33 to PSE. After the employer receives confirmation from the exclusive bargaining representative that the
34 employee has revoked authorization for deductions, the employer shall end the deduction effective on
35 the first payroll after receipt of the confirmation. The employer shall rely on information provided by
36 the exclusive bargaining representative regarding the authorization and revocation of deductions.

37
38 **Section 5.11. Political Action Committee.**

39 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
40 deduct from the pay of such bargaining unit employee the amount of contribution the employee
41 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
42 check separate from the Union dues transmittal check. Section 5.11. of the Collective Bargaining
43 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
44 annually, the employee shall be notified about the right to revoke the request by Public School
45 Employees of Washington/SEIU Local 1948.



1 **Section 5.12. Hold Harmless.**

2 The Union will indemnify, defend, and hold the District harmless against any claims made, and any
3 suit instituted against the District on account of any check-off of Union dues or voluntary political
4 contributions.
5
6
7

8 **ARTICLE VI**

9
10 **PROFESSIONAL DEVELOPMENT**

11 **Section 6.1.**

12 The District shall pay the costs required for re-certification or licensing which is the result of a
13 legislative requirement or district policy. Costs incurred in connection with obtaining a health card or
14 meeting medical requirements imposed, as a condition of employment, will be paid by the District. See
15 Addendum C for additional information.
16

17 **Section 6.2.**

18 All employees shall be provided an opportunity for at least two (2) days of paid time, per year, to
19 attend workshops, seminars or other approved training including District training. Additional trainings
20 may be approved by the Superintendent or her/his Designee.
21
22
23

24 **ARTICLE VII**

25
26 **SENIORITY AND LAYOFF PROCEDURE**

27 **Section 7.1.**

28 The seniority of an employee within the bargaining unit shall be established as of the date on which the
29 employee began continuous daily employment (hereinafter "date of hire") unless such seniority shall
30 be lost as herein provided.
31

32 **Section 7.2. Seniority Rights Lost.**

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

- 34 A. Resignation from a bargaining unit position
35 B. Discharge for just cause
36 C. Retirement
37

38 **Section 7.2.1. Seniority Rights Retained.**

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

- 40 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
41 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
42 United States.
43 C. Time spent on other authorized leaves.
44 D. Time spent in layoff status as hereinafter provided.
45

46 Seniority will be retained, but will not accrue, during these defined reasons for time away from
47 the job.
48



1 **Section 7.3.**

2 In cases of illness, injury, and an employer approved leave of absence or layoff said employee's
3 seniority shall terminate after twenty-four (24) consecutive months of continuous absence, except in
4 cases of industrial accident in which case the twenty-four (24) month limitation may be extended at the
5 option of the District to thirty-six (36) months. Once an employee is released to work by the
6 physician(s), the employee must return to work within five (5) workdays or lose the right to
7 reemployment.
8

9 **Section 7.4. Seniority List.**

10 A list of employees arranged in the order of their seniority by general job classification shall be posted
11 on the specific bulletin boards at least once a year but no later than December 1 of each school year
12 and a copy sent to the chapter president(s). The date that the employee began working in a general job
13 classification shall determine his/her seniority date within that classification.
14

15 **Section 7.5. Posting of an Open Position.**

16 When a position is open in any classification, notice shall be posted within the bargaining unit for a
17 minimum of five (5) workdays except upon written agreement between the parties. Employees shall
18 submit application for such openings in accordance with district policy, which shall be provided with
19 each posting. If no qualified (per the job announcement) applicant is available in the bargaining unit,
20 the District will then open the position to the general public. Each bargaining unit member shall be sent
21 a notice of all classified openings. The parties may, by mutual agreement, simultaneously post and
22 advertise a position to the public.
23

24 **Section 7.5.1.**

25 Any position which increases or decreases thirty (30) or more minutes within a given year,
26 shall be considered an open position and shall be re-bid prior to the beginning of the succeeding
27 school year, unless mutually agreed upon by the District and the Association.
28

29 **Section 7.6. Seniority of New Hires.**

30 New hires and new employees in general job classifications will start at the bottom of the seniority list
31 regardless of their placement on the salary schedule.
32

33 **Section 7.7. Establishing Seniority Dates.**

34 Seniority dates shall be established on the basis of the following:
35

36 **Date of Hire:**

37 The date the employee began uninterrupted service with the District. This is also the date that effects
38 retirement and other programs and benefits not exclusive to the contract.
39

40 **Union Seniority Date:**

41 The date the employee begins work in the district in a position which is included in the bargaining unit.
42 (See Schedule A and Article I, Recognition)
43

44 **Classification Seniority:**

45 The date the employee begins work in a classification as listed on Schedule A and in Article I. This
46 date may change if the employee changes classification during their employment with the District.
47 This is the date used for bidding within the classification from one position to another.
48

1 **Section 7.8. Preferential Rights.**

2 The employee with the earliest hire date within the District will have preferential rights for shift
3 selection, layoff and vacations. The employee with the greatest seniority shall have preferential rights
4 over other employees regarding promotions and assignments to new or open jobs or positions and
5 layoffs when ability and performance are substantially with junior employees. If the District
6 determines that preferential rights should not apply because a new hire or a junior employee possesses
7 ability and performance measurably greater than a senior employee or employees, the District shall set
8 forth, in writing, to the senior employee or employees its reasons why the senior employee or
9 employees have been bypassed.

10
11 **Section 7.8.1. Seniority of Eligible Substitute and/or Temporary Employees.**

12 Seniority provisions shall be applicable to eligible substitute and/or temporary employees as
13 follows:

- 14
15 A. A seniority list based on total days worked within a job classification shall be
16 established.
17 B. Eligible employees as herein provided shall earn a hiring preference within job
18 classification for all new or open positions not filled by regular employees, provided they
19 can demonstrate a capability to perform the job.
20 C. The District office shall develop a method of calling substitutes who have met the thirty
21 (30) day requirement for eligibility which will provide an equal chance for all to receive
22 assignments.
23 D. Substitutes for regular bus drivers will be contacted by the District on a rotating
24 schedule. Substitutes for the kindergarten and activity routes, as well as out-of-town bid
25 trips, will follow a rotating schedule of regular drivers first, and secondly, the substitute
26 drivers. Only substitutes who are approved by the Transportation supervisor to drive out-
27 of-town trips will be contacted.
28 E. Seniority earned as a temporary or substitute employee under this provision shall not be
29 transferable to a regular position.
30

31 **Section 7.9. Seniority Ties.**

32 In cases where two (2) or more employees have the same hire date, seniority will be established by
33 casting lots. The District and Association will be jointly responsible for carrying out this procedure.
34

35 **Section 7.10. Change in classification.**

36 When an employee changes from one job classification to another, the employee who changes for any
37 reason shall be granted a period of thirty (30) days to demonstrate the presence of his/her qualifications
38 for the new position. During the thirty (30) day "trial" period, the employee may be reinstated to the
39 former position without loss of seniority in the former classification at the request of the employee or
40 the supervisor.
41

42 **Section 7.10.1. Former Classification Retention.**

43 Employees bidding from one (1) classification to another shall retain their seniority in the
44 former classification through the next bidding cycle, not to exceed eighteen (18) calendar
45 months.
46
47
48



1 **Section 7.11. Probationary Period.**

2 The first ninety (90) workdays of employment with the District shall constitute a probationary period
3 during which time seniority will not apply and during which time the District may discharge the
4 employee at its discretion. The employee will not have access to the grievance procedure during this
5 time. After the ninety (90) workdays, the employee's name will appear on the seniority list according
6 to the employee's date of hire and classification. At the conclusion of the probationary period, the
7 provisions of the contract will be retroactive to the hire date.
8

9 **Section 7.12. Layoff.**

10 In the event of layoff, an employee so affected is to be placed on a reemployment list maintained by
11 the District according to layoff ranking. Such employee is to have priority in filling an opening in the
12 classification held immediately prior to layoff after the position has been posted for consideration by
13 the employees within the classification. Names will remain on the reemployment list for two (2) school
14 years. Experience in other classifications will be considered if other positions become available while
15 the employee is on layoff. The least senior employee in the affected classification will be the first laid
16 off.
17

18 **Section 7.13. Contact Information During Layoff.**

19 An employee on layoff status shall file his/her address and phone number in writing with the District
20 personnel office and shall thereafter promptly advise the District in writing of any changes.
21

22 **Section 7.14. Forfeiture of Reemployment Rights.**

23 An employee shall forfeit rights to reemployment as provided in Section 7.12 if the employee does not
24 comply with requirements of Section 7.13, or if the employee does not respond in writing to the offer
25 of reemployment within ten (10) days.
26

27 **Section 7.15. Rejection of Reemployment.**

28 An employee on layoff status who rejects a written offer of reemployment forfeits seniority and all
29 other accrued benefits provided that such employee is offered a position substantially equal in wages,
30 hours and benefits to that held prior to layoff.
31

32 **Section 7.16. Job Openings during Non-Student Days.**

33 Announcements of job openings that occur during non-student days, summer vacation, spring break
34 and winter break, will be sent to the employee's current email address (which shall be the school email
35 address unless the employee has notified the District office of a personal email address) or preferred
36 mailing address if employee elects not to receive notices electronically.
37
38
39
40

41 **ARTICLE VIII**

42 **LEAVE, VACATIONS AND HOLIDAYS**

43
44 **Section 8.1. Sick Leave.**

45 Employees who regularly work full-time for twelve (12) months shall accrue sick leave at the rate of
46 one (1) day per month.
47
48

Employees, who work less than full-time, but work a minimum of nine months, shall accrue no less than ten (10) sick leave days per year based on their average daily shift, provided that employees hired after the start of the school year will earn a maximum of one (1) day of sick leave for each month of employment.

The employee's average daily shift calculation shall be determined by dividing the total annual hours by the number of workdays. (Example: 3 hours per day/4 days per week with a work year of 98 days, $98 \times 3 = 294$ /total annual hours ÷ divided by 180 workdays = 1.63 "average daily shift" hours per day). This average daily shift calculation shall be utilized in the allocation of all categories of leave.

Sick leave annual allocation is available for use after reporting to work on the first day but will be prorated should the employee terminate employment and may be accumulated to a maximum of one hundred eighty (180) days.

Section 8.1.1.

Sick leave shall be paid on the basis of the employee's current hourly rate applicable to the employee's normal daily work shift at the time the sick leave is taken. Employees whose employment is terminated for any reason shall reimburse the District for sick leave used but not earned.

Section 8.1.2. Use of Sick Leave.

Sick leave is defined as absence from work duty during normally scheduled hours of work, normal workdays, and/or normal workweeks due to an eligible employee's personal illness, injury, temporary disability due to pregnancy or childbirth, exposure to contagious disease, for keeping medical, dental, or optical appointments, or need to provide emergency care for a person in the custody of and/or residing in the home of the employee.

A. Paid sick leave shall be granted to the extent of accumulated credits but only when an eligible employee is required to be absent from work for one of the following reasons:

1. Illness, or temporary disability (which shall include, but not be limited to the disability of the employee due to pregnancy, miscarriage, abortion, childbirth, and/or recovery therefrom), or from keeping medical, dental, or optical appointments.
2. Exposure of the employee to a contagious disease when his/her attendance at work would jeopardize the health of others.
3. For the care of (a) the employee or spouse's child (biological, adopted, foster, step or legal ward) residing in the home of the employee, or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency health condition.
4. For the care of other family member(s) defined as: a child not living in the household, a son-in-law or daughter-in-law, a brother, brother-in-law, sister, sister-in-law, or grandchild of either the employee or spouse who has a serious health condition or an emergency condition. Such use of sick leave shall be limited to a maximum of three (3) days per school year unless otherwise extended by the Superintendent.



5. Sick leave may be used for other medical illnesses and emergencies with the approval of the Superintendent.

- B. When a condition listed above arises while the eligible employee is on vacation leave, the employee shall be granted accrued sick leave as provided above for the condition (in lieu of the approved vacation leave) provided that the employee requests, in writing, such sick leave within fourteen (14) calendar days after his/her return to work.

Section 8.1.3. Sick Leave Credits.

Sick leave credits are granted as a form of insurance to minimize a loss of compensation to employees due solely to reasons herein specified as the legitimate use(s) of sick leave.

- A. Sick leave accrues only when the eligible employee is on pay status. No sick leave accrues during absences without pay.
- B. Sick leave credits shall be granted for each month in which an employee is in pay status for ten (10) or more workdays as of the last day of the month. In case of termination, an employee may only accrue a sick leave day for the last month if he/she is on pay status on the last day of the month.

Section 8.1.4. Verification of Health Condition.

After five (5) consecutive workdays of sick leave, a doctor's verification by certificate of the employee's health condition(s) may be required.

Absence due to illness or injury shall be reported at the beginning of the absence and in accordance with procedure.

Section 8.1.5. Sick Leave Sharing.

Employees may agree to share accrued sick leave according to applicable Washington law (pursuant to RCW 28A.400.380) and District policy. Interested members may contact the District office for more information about sick leave sharing program.

Section 8.2. Sick Leave Incentive Program.

At the time of separation from School District employment, a retirement eligible employee, as defined in RCW 28A.400.212, or the employee's estate shall receive remuneration at a rate equal to one (1) hour of compensation for each four (4) hours of accrued leave for illness or injury at District expense, provided that the employee notifies the District of their intention to retire prior to April 1 in the year immediately preceding the year of retirement. The maximum accrued leave will be 180 days times 8 hours (1440 hours) for all classified employees.

Employees retiring without notification to the District prior to April 1 of the year preceding their retirement will be limited to compensation capped at no more than nine thousand dollars (\$9000) for all employees retiring that year, regardless of accrued days for each employee. The nine-thousand-dollars (\$9000) pool will be divided proportionate to the days accrued.

In addition, each January an eligible employee can exchange accrued sick leave in excess of 480 hours for all classifications of employees pursuant to RCW 28A.400.210(1).

For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under a Washington State Retirement System.

Section 8.3. Family Medical Leave Act (FMLA).

In addition to any other leave provided for elsewhere in this Agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster care, or for a serious health condition of an employee or an employee's spouse, child or parent, each employee who has been employed at least twelve (12) months may be entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that employees may substitute accrued vacation or other personal leave for leaves related to the birth/adoption/foster care of a child, and may use accrued sick leave to care for themselves or sick family members as defined above.

Eligibility for FMLA will be prorated for less than full-time employees within this bargaining unit. Employees must have worked a minimum of eight hundred twenty (820) hours in a year in order to be entitled to take FMLA leave.

The employee must provide the Employer with at least thirty (30) days written notice for foreseeable leaves for birth, adoption and planned medical treatment. During this leave, the Employer will continue to pay the same portion of insurance premiums that the employee would be eligible for at the time of leave and will maintain the employee's coverage under any group health plan. Upon return from such leave, the Employer will place the employee in his or her previous position, or one with equivalent pay and benefits.

Section 8.4. Washington Paid Family and Medical Leave Program (PFML).

Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law:

- The District shall post a notice about the benefits available under PFML.
- Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all payments will come from the ESD.
- Employees will be required to contact the Employment Security Guidelines to determine the amount leave available.
- To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours in employment in Washington State during the qualifying period Employment Security will determine the employee's eligibility and benefit.
- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.
- District and employees shall pay premium costs as per state law.

Section 8.5. Vacation Leave.

Annual vacation shall be granted to each full-time employee without loss of pay. However, an employee may begin to use his/her accumulated leave only after six (6) months of satisfactory employment has passed from the date when the employee was initially employed, unless otherwise recommended by the supervisor and approved by the Superintendent or his/her designee.

Each twelve (12) month employee shall earn the following annual paid vacation:

Years of Service

0 through 5 years

6 through 12 years

Over 12 years

Vacation

10 days (up to 80 hours)

15 days (up to 120 hours)

20 days (up to 160 hours)

If an employee has less than one (1) year of service, vacation shall be prorated according to the length of service with the District. All vacations shall be completed one (1) week before the opening day of school; However, the Superintendent may give special consideration to approving vacations during the school year if, in the Superintendent's opinion, there are unusual circumstances where the carryover of leave appears justified for compassionate reasons and if the employee can be spared without causing disruption and extra expense to the District. Carryover of unused vacation leave must be approved by the Superintendent.

All requests for annual vacation leave shall be in writing and must be approved in advance of the effective date unless used in lieu of sick leave or emergency leave, or the supervisor elects to approve the annual vacation leave on a retrospective basis.

In granting requests for vacation leave, the supervisor shall give due regard to the needs of the employee but shall also require that leave be taken when it will least interfere with the workload of the department. If vacation leave is denied between August 1 and a week before school begins, the leave may be carried over to the next year.

Annual vacation leave shall be charged on an hourly basis.

Arrangements for cash-out of unused vacation leave when an employee separates from services with Selkirk School District by reason of resignation, layoff, dismissal, retirement, or death, shall be according to state statute. In each case, the employee shall accrue a leave day for the last month only if he/she is on pay status the last workday of the month.

Section 8.6. Bereavement Leave.

Bereavement leave is defined as one (1) or more days of absence from work duty during normally scheduled hours of work, normal workdays, and/or normal workweeks due to the death of the employee's relative(s) as listed herein. Paid bereavement leave shall be granted when the employee is required to be absent from work for the reasons of death of the employee's relative(s). Leave for this absence shall not exceed five (5) workdays for any one occurrence, unless otherwise extended by the recommendation of the employee's supervisor, with the approval of the Superintendent or his/her designee.

Such extensions shall be deducted from the employee's sick leave. For the purpose of this "relative" shall include only:

1. Spouse
2. Child, grandchild, foster child, son-in-law, or daughter-in-law
3. Grandparent, parent, brother, or sister of either the employee or spouse
4. The employee's former guardian or foster parent or ward who resides elsewhere
5. Niece, nephew, aunt, or uncle
6. Any person residing in the employee's household



- 1 7. Other individuals not listed above shall be dealt with by the Superintendent or his/her designee
2 on an individual basis with the employee or at the employee's option, the employee may use
3 sick leave.
4

5 Bereavement leave, other than that described in number seven above, is not deducted from any other
6 leave and is not cumulative.
7

8 **Section 8.7. Maternity Leave.**

9 In the case of pregnancy, for the period of temporary disability caused by the employee's pregnancy
10 and/or the childbirth, as verified by the employee's physician, a leave of absence without pay may be
11 granted. However, such time off may be deducted from other available leave. The District may require
12 a physical evaluation by a physician of the District's choosing, at the District's expense.
13

14 **Section 8.8. Parental Leave.**

15 Up to three (3) days of paid sick leave per year may be utilized for reasons involving the birth or the
16 adoption of a child, or the placement of a foster child. Parental leave is not cumulative and is deducted
17 from sick leave.
18

19 **Section 8.9. Jury Duty.**

20 The Superintendent or his/her designee may allow leave with pay in accordance with RCW Title 2,
21 Chapter 36, to permit an employee to serve as a member of a jury, or to perform other civil duties.
22

23 In the event an employee is summoned to serve as a juror or appear as a witness in court or any other
24 contested proceeding involving the District, or is named as a codefendant with the District, such
25 employee shall receive a normal day's pay for each day of required presence. In the event that an
26 employee is party in a court action, the employee may request a leave of absence.
27

28 **Section 8.10. Military Leave.**

29 Paid leave, not to exceed fifteen (15) calendar days in any one calendar year, shall be allowed an
30 employee ordered to active-duty training in:

- 31 A. National Guard
32 B. Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve
33 C. Any organized reserve or armed forces of the United States
34

35 Such leave shall be in addition to any vacation leave to which an employee might otherwise be entitled
36 and shall not involve loss of privileges or pay.
37

38 **Section 8.11. Extended and Miscellaneous Leave of Absence.**

39 Upon recommendation of the immediate supervisor, through administrative channels to the
40 Superintendent, and upon approval of the Board, an employee may be granted a leave of absence for a
41 period not to exceed one (1) year. However, if such leave is granted due to extended illness, one (1)
42 additional year may be granted.
43

44 The returning employee will be assigned to the position occupied before the leave of absence or to an
45 equivalent position in terms of pay, hours, benefits, and responsibilities. Replacement employees hired
46 to fill the position of employees on leave of absence will be hired for a specific period of time, during
47 which time they shall be subject to all provisions of this Agreement. It is the responsibility of the
48 employer to inform replacement employees of these provisions.

The employee shall retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue to a maximum of two (2) additional years.

Section 8.11.1.

Replacement employees hired under this Section shall gain seniority as of the day they began their assignment. Employees completing their assignment shall be allowed to exercise seniority rights as a regular employee. In the event that no opening is available at that time, they will be placed on layoff status as provided herein.

Section 8.12. Personal Leave.

Each employee shall be entitled to three (3) paid personal leave days per year with the approval of the Superintendent or his/her designee. Personal leave is neither sick leave nor bereavement leave. No carryover of leave is permitted.

Section 8.13. Workers' Compensation.

In the event employees are absent for reasons, which are covered by Industrial Insurance, the District will refer employees to the Education Service District (ESD) who will provide the employee with information about the options allowed by the Department of Labor and Industries accordingly.

Section 8.14. Holidays.

Holidays shall be granted as paid non-workdays for each twelve (12) month employee and shall be observed as follows:

- | | |
|----------------------------------|--------------------------------|
| 1. New Year's Day | 8. Veterans Day |
| 2. Martin Luther King's Birthday | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving Day |
| 4. Memorial Day | 11. Day before Christmas |
| 5. Juneteenth (June 19) | 12. Christmas Day |
| 6. Independence Day | 13. Floating Holiday |
| 7. Labor Day | |

Employees eligible for holiday pay who are required to work on any of the designated holidays shall receive twice their applicable base rate in pay for any hours worked on the holiday. If an employee who does not qualify for holiday pay is requested to work on a holiday, he/she shall be paid double his/her regular rate of pay for all hours worked or at the option of the employee, shall be provided with equal time off to be used prior to the end of the school year. If the time-off is not allowed, the employee will be paid double-time for the hours worked.

If a holiday occurs while the employee is on vacation, the holiday will be used in place of a vacation day. Paid holidays falling during a vacation or sick leave shall not be counted as days of vacation or sick leave.

A twelve (12) month employee may select one (1) day each year on which to take a floating holiday, and the District shall grant the day of paid absence, provided:

- A. The eligible employee has notified and received approval of his/her supervisor as to his/her choice of a date prior to taking the holiday.

- 1 B. Approval of eligible employee's day off does not prevent a department, or the District as a
2 whole, from providing a continued public service.
3 C. As with other holidays, this is not an accrued day of leave.
4

5 Whenever a holiday falls on a Saturday, the preceding Friday shall be the holiday; whenever a holiday
6 falls on a Sunday, the following Monday shall be the holiday.
7

8 Compensation for observed holidays shall only be made to those employees who are on pay status not
9 less than one (1) scheduled shift prior to and one (1) normal shift following the holiday period.
10

11 Paid holidays falling during a vacation or sick leave shall not be counted as days of vacation or sick
12 leave.
13

14 **Section 8.15.**

15 School-year classified employees will be granted the following holiday: Memorial Day
16
17
18

19 **ARTICLE IX**

20 **HOURS OF WORK AND OVERTIME**

21 **Section 9.1. Workweek.**

22 The workweek shall be five (5) consecutive workdays followed by two (2) consecutive days of rest.
23
24
25

26 **Section 9.1.1. Shift Assignment.**

27 Each employee shall be assigned a definite shift with designated times of beginning and ending
28 with the exception of the bus drivers who will be compensated as described in Section 9.14.
29

30 **Section 9.2. New Temporary Positions.**

31 The District may employ help on a temporary basis. Temporary positions will be posted for
32 consideration of the regular employees before someone is hired. The employee who bids the temporary
33 position must be available and qualified to fill the position. A temporary position is a position which is
34 established after the school year begins. It has a definite starting and ending date and may be
35 established for no more than thirty (30) workdays. The term of the position may be extended by mutual
36 written agreement between the parties.
37

38 **Section 9.3. Additional Time.**

39 After the school year begins and a regular position is increased, the additional time must be offered to
40 the most senior on-site employee.
41

42 **Section 9.4. Temporary Vacancy Due to Leave.**

43 If a regular position becomes available due to an employee being on approved leave, wherein the
44 regular employee is expected to return, the current available on-site and qualified staff will be offered
45 the additional hours which do not conflict with their schedules. This procedure will not unduly impact
46 the program or the students.
47
48



1 **Section 9.5. Breaks and Lunch.**

2
3 **Section 9.5.1. Eight or More Hour Workday.**

4 Work shifts consisting of eight or more hours a day will include an unpaid, uninterrupted thirty
5 (30) minute lunch period as near the middle of the shift as possible, and an uninterrupted fifteen
6 (15) minute first half and uninterrupted fifteen (15) minute second half rest break.

7
8 **Section 9.5.2. Less than Eight-Hour Workday.**

9 Employees whose work shifts are less than eight (8) hours a day will have the following
10 uninterrupted breaks and lunch in their day:

11 Three (3) hours up to five (5) hours	One 15-minute Break
	Half-hour unpaid lunch
13 More than five (5) hours but less than eight (8)	Two 15-minute breaks
	Half hour unpaid lunch

15
16 Scheduled break time will be set by the employee's supervisor. The lunch break will be set as
17 close to the midpoint of the employee's shift. Breaks will be scheduled as close to the middle of
18 the shift before and after lunch, determined by the number of hours worked.

19
20 **Section 9.6. Working through Lunch.**

21 An employee required to work through his/her regular lunch period will be given time to eat at a time
22 agreed upon by the employee and his/her supervisor. In the event that the District requires an employee
23 to forego a lunch period and the employee works the entire shift, including the lunch period, the
24 employee shall be compensated for the lunch period.

25
26 **Section 9.7. Compensation for Regular Employees who Substitute.**

27 A current employee requested to perform the duties of a position regularly filled by an employee in a
28 higher general classification shall receive compensation equal to that received by the employee in the
29 higher general classification. Such compensation shall be based on the substitute employee's
30 experience step on Schedule A applied to the new position. Employees who are requested to fill a
31 lower paying position shall not suffer a loss of pay.

32
33 (For instance, an employee with two (2) years of experience in the District is required to perform the
34 duties of a five (5) year employee currently working in a higher general classification. The substitute
35 employee would be paid on the basis of two (2) years' experience in the new classification until such
36 time as the absent employee returns or the substitute is reassigned.)

37
38 **Section 9.8. Call Out.**

39 An employee called in to work at a time other than his/her daily shift shall receive a minimum of one
40 (1) hour's pay at the appropriate rate.

41
42 **Section 9.9. Overtime.**

43 All hours worked in excess of forty (40) hours in one (1) week shall be compensated at one and one-
44 half (1½) times the employee's hourly rate, provided that the compensation for any hours over forty
45 (40) shall be at the rate of pay for the assignment being performed when overtime is worked.

46
47 It is mutually agreed that the employee shall inform his/her supervisor if an additional assignment will
48 cause his/her work week to go over forty (40) hours. If the extra duty that would result in overtime is



outside of the employee's regular assignment, the supervisor shall have the option to reassign the duty to another employee within the classification.

Extra driving trips that result in more than five (5) hours of overtime per week will automatically be passed to the next driver in the rotation or may be assigned to a substitute or transportation director if a driver could complete the assignment without exceeding forty-five (45) hours per week. If all drivers in the extra assignment rotation would result in overtime and no appropriate alternative driver (substitute or transportation foreman) is available, a driver may exceed forty-five (45) hours per week.

Section 9.9.1. Compensatory Time.

With Supervisor approval or emergency situation, an employee may choose to accept and accrue compensatory time for hours worked beyond their shift (1 for 1) or for time worked over forty (40) hours (1.5 for 1). The time may be used at the option of the employee if the employee's absence does not cause an emergent situation. If the time cannot be used, it will be cashed out at the employee's current rate of pay. In no case will compensatory time be carried over from one school year to the next.

Section 9.10. Split Shift.

Employees involuntarily assigned a split shift shall be compensated twenty-five cents (\$0.25) per hour extra provided that this does not apply to employees in the transportation unit. A split shift is defined as thirty (30) minutes or more of non-paid time not to include rest breaks and the thirty (30) minute lunch.

Section 9.11. Minimum One-Hour Shift.

Employees shall be compensated in accordance with terms of this Agreement for all hours worked, but at minimum of one (1) hour's compensation per day. The District will not create a shift for less than one hour. Substitute and/or additional time worked by regular employees will be paid at actual time. All hours worked in addition to the employee's regular work shift must be approved by the Building Administrator/designee.

Section 9.12. Transportation.

Section 9.12.1.

Recognizing that bus driving assignments present special shift problems, the parties agree shifts shall be established in relation to routes and driving times as determined by the Transportation Foreman in conjunction with the Superintendent. Bus drivers shall be entitled to a minimum shift of three (3) hours per day which includes time spent for walk-around, bus cleanup, bus washing, refueling, and other duties that may be assigned by the Transportation Foreman and fall within the shift hours. It is understood that the driver will perform all duties within that guaranteed time and that each driver must care for and clean any assigned bus. Guaranteed shift times apply only when the driver is actually available for duty or if paid leave applies.

Regular routes exceeding the minimum times guaranteed of three (3) hours per day will be identified by the Transportation Foreman in conjunction with the Superintendent and listed on the annual bid sheet in August of each year. The route times will include guaranteed minimum shifts for those a.m. and p.m. routes inclusive of time spent for walk-around, bus cleanup, bus washing, refueling, and other duties that may be assigned by the Transportation Foreman and fall within the minimum hours.



1 If actual driving time exceeds the minimum guaranteed hours for any given day for a regular
2 a.m. or p.m. route, drivers will be paid actual time which must be documented on a time sheet.
3 This is expected to happen in rare circumstances; for example, when routes are combined. The
4 district retains the right to change the guaranteed hours of any route based on student residence,
5 provided, that if guaranteed hours change by thirty (30) minutes, routes may be re-bid.

6 7 **Section 9.12.2. Extra Trips.**

8 All extra trips must be approved in advance by the Superintendent/designee. The mode of
9 transportation shall be at the sole discretion of the Superintendent. Extra trips shall be defined
10 as any assignment in addition to a regular a.m., p.m., mid-day, or after-school route. It is the
11 primary responsibility of a bus driver to drive home-to-school routes for which he/she bid. In
12 the extreme event that a substitute cannot be found for the driver's regular route, the district
13 reserves the right to assign the extra trip to another driver on the substitute list.

14
15 If the extra trip results in a return time after midnight, the driver will need to choose between
16 the extra trip and his/her regular morning a.m. route but cannot drive both; the driver will alert
17 his/her supervisor of their decision prior to their departure from the District. The driver may use
18 available sick leave in half-day increments for the morning route only. The district has the
19 option to use contract bussing on any extra trip over one hundred (100) miles that includes an
20 overnight stay.

21
22 The driver is considered on-duty during the entire trip from port to port except on overnight
23 trips which are compensated as described in 9.12.2.2. While duty to the bus and driver is a
24 driver's primary responsibility on an extra trip, when not driving, drivers will be considered
25 chaperones and will assist with student management at the request of the coach or teacher.

26
27 New drivers shall not be eligible for out-of-town extra trips for one calendar year from date of
28 hire as a bus driver for the school district unless recommended by the Transportation Foreman
29 and approved by the superintendent. Once the one-year period has been met, the Transportation
30 Foreman has discretion to withhold a new driver's placement on the extra trip "out-of-town"
31 roster until he/she is confident of the driver's qualifications. The Transportation Foreman will
32 notify the driver and superintendent before extending the qualification period.

33
34 Extra trips which involve the transportation of fifteen (15) or fewer passengers on District
35 sanctioned events shall be exempt from the terms and conditions of this Agreement and the
36 Superintendent shall be free to assign vehicles and drivers for such trips at his/her discretion.

37 38 **Section 9.12.2.1. Extra Trip Assignment and Bidding Procedures.**

- 39 1. All regular Drivers' names shall be placed on all trip lists in order of seniority.
40 Those drivers not wishing to take any trips may be removed from the list by written
41 request.
42
- 43 2. Trips will be assigned as they are approved for the schedule by the Transportation
44 Foreman and will be bid the week prior to the scheduled trip. Drivers will bid based
45 on a rotating roster. A driver may decline a trip without going to the bottom of the
46 list if there is less than twenty-four (24) hours' notice. This twenty-four (24) hour
47 notice period shall not include School District recognized holidays or weekends.
48



3. There shall be three (3) extra trip lists:

- Out of District Trips
- In District Trips
- Overnight Trips

4. All drivers must accept or decline the posted trip no later than the end of the p.m. route on the day contacted by the Transportation Foreman or they will be passed and dropped to the bottom of the list. Time limits may be extended at the discretion of the Transportation Foreman.

5. Posted trips shall include date of trip, sign-on time, departure time and return time, origin and destination, and type of activity. Upon request, directions shall be furnished.

Section 9.12.2.2. Overnight Trips.

On overnight trips, paid time will end when the driver is released from duty by the trip supervisor. Released time ends when the driver is required to have the bus available by the trip supervisor. Released time will not be paid time.

Drivers will be paid a minimum of eight (8) hours for each day away from the District or actual duty/driving time, whichever is greater, provided that on the day the trip leaves, hours driven by the driver on regular routes, etc. will be counted in the eight (8) hours and the day the trip returns to the District will be paid on actual driving duty, as on other out-of-town trips.

Section 9.12.2.3. Cancelled Trip.

Any trip cancelled with proper notification shall be replaced by the next available comparable trip.

Section 9.12.3.

The parties agree that shifts in the transportation department shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Superintendent/designee.

ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1. Progressive Discipline.

When disciplining an employee, the following progressive discipline model will apply:

1. Verbal Notice of Concern
2. Oral Warning - written record to supervisor's file only
3. Letter of Warning - sent to employee's personnel file. A Written Plan for Improvement will be included, if deemed appropriate by supervisor or requested by employee.
4. Letter of Reprimand



5. Suspension
6. Termination

Steps in this model may be skipped depending on the severity of the infraction.

Examples of just cause for immediate discharge may include but are not limited to: (1) drinking or illegal use of drugs on the job or affecting job performance, (2) falsification of a work application, (3) insubordination, or (4) illegal actions or (5) recklessness which jeopardized the health or safety of students and other employees, in which case no warning notice shall be required.

The District may discharge any employee subject to this Agreement for just cause.

Section 10.2. Warning Notices.

A copy of the warning notices, if applicable, shall go to the President of the local PSE. Warning notices must be issued within ten (10) workdays after the occurrence of the violation claimed by the District. Any appeal from a discharge, suspension, or warning notice action must be taken within ten (10) workdays, running from the date the disciplinary action became effective. If, upon appeal, the District's charges prove unfounded, the employee shall be reinstated with full pay retroactive to the date of suspension or discharge. Appeals shall be by way of the grievance procedure herein provided.

ARTICLE XI

INSURANCE

Section 11.1. SEBB.

The district shall contribute all allocated premiums by SEBB toward employees' covered benefits. Premiums shall be applied to the mandatory benefits offered by SEBB, currently medical, dental, orthodontia, vision, and basic life and accidental death. Employees shall be eligible for benefits based on SEBB guidelines.

New employees who begin work on September 1, 2020, or through the first day of school shall begin coverage on the first day of work if they meet SEBB eligibility guidelines. Employees hired after at any other time during the school year and who meet SEBB eligibility guidelines will have an effective date of coverage on the first day of the month following the day they begin work.

Eligible employees will have access to all other SEBB offered plans and programs. Benefits shall end on August 31. If an employee resigns, benefits shall end on the last day of the month the resignation is effective. However, for school year employees, an employee who has completed the school year, but ends employment after the last day of the employee's contracted school year, benefits will continue through August 31. Otherwise, benefits are governed according to the insurance year and school year requirements.



ARTICLE XII

SALARIES AND EMPLOYEE COMPENSATION

Section 12.1. Wages.

Wages for employees subject to this Agreement during the term of this Agreement shall be as specified in Schedule A attached hereto and by reference made a part of this Agreement.

Section 12.2. Quarter-Hour Increments.

For pay purposes, time shall be rounded up to the nearest fifteen (15) minute increment after total daily hours have been calculated.

Section 12.3. No Experience.

Classified employees with no previous experience shall start at the base of the salary schedule.

Section 12.4. Experience Placement.

Classified employees moving from one classification to another will retain their District experience on the salary schedule.

Section 12.5. Transfer within Washington State.

On acceptance of employment with the District, an employee will be advised of the benefits that pertain to his/her employment with the District. An employee who leaves one school district within the state of Washington and commences employment with Selkirk School District will retain longevity for wages and sick leave that the employee had in his/her previous position. The transferring employee will not retain seniority rights other than longevity. If the district to which the person is transferring has a different system for computing leave benefits, and other benefits, then the employee shall be granted the same benefits/longevity as a person in the new district who has similar occupational status and total years of service.

Section 12.6. Substitute and/or Temporary Employees Reaching Eligibility.

Substitute and/or temporary employees who reach eligibility per Section 1.3.1.2. shall be compensated at the appropriate 0-3 Step of Schedule A.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1.

A grievance is defined as any dispute involving interpretation, application, or alleged violation of any provision of this Agreement.

Section 13.2. Grievance Steps.

A workday is defined as those days the Selkirk School District is open to the public, Monday through Friday except for holidays as listed in Section 8.13.



1 **Section 13.2.1. Step 1 – Informal.**

2 Each employee is encouraged to seek resolution of grievances through administrative channels
3 and to discuss such problems first with the person to whom he/she is immediately responsible.
4 Any time spent in dealing with the problem through administrative channels wherein the
5 problem is subsequently grieved shall not count toward the ten (10) workday limit specified in
6 Section 13.4.
7

8 The affected employee at this step shall have the right at his/her option to have a representative
9 from PSE present at any discussion with the immediate supervisor.
10

11 **Section 13.2.2. Step 2 – Written.**

12 Any grievance not resolved under Section 13.2.1. above shall be reduced to writing within
13 twenty (20) workdays after the occurrence or the knowledge of the incident, and shall contain
14 the following:

- 15 A. The facts on which the grievance is based.
16 B. A reference to the provisions in this Agreement which have been allegedly violated.
17 C. The remedy which the grievant seeks.
18

19 The employee shall submit this written statement of grievance to his/her immediate supervisor
20 for consideration. The parties shall have five (5) workdays, dated from the submission of the
21 written statement, to resolve the grievance. The disposition rendered on the grievance shall be
22 made in writing by the immediate supervisor on the grievance statement. If an agreeable
23 disposition, and the parties agree, the supervisor and the affected employee shall sign the
24 disposition statement, no further action shall be required, and the grievance shall be closed.
25

26 The affected employee at this step shall have the right at his/her option to have a representative
27 from PSE present at any discussion with the immediate supervisor.
28

29 **Section 13.2.3. Step 3 – Superintendent or Designee.**

30 Any grievance not resolved under Section 13.3 above shall be forwarded by the affected
31 employee within five (5) workdays of the final written disposition made under Step 2 to the
32 Superintendent or his/her designee. After such submission, the parties shall have up to ten (10)
33 workdays to resolve the grievance. The disposition of the grievance, denying or sustaining the
34 employee's interest, as the case might be, shall be added in writing to the original written
35 complaint or shall be attached thereto. If an agreeable disposition is rendered, and the
36 Superintendent or his/her designee and the affected employee so agree, then the parties shall
37 sign the disposition statement and the grievance shall be closed.
38

39 The affected employee at this step shall have the right at his/her option to have a representative
40 from PSE present at any discussion between the employee and the Superintendent.
41

42 **Section 13.2.4. Step 4 – School Board.**

43 In the event a grievance is not resolved at the level of the Superintendent, the grievance may be
44 submitted to the School Board at the next regularly scheduled board business meeting. A
45 decision by the Board must be submitted in writing within ten (10) workdays. If the grievant is
46 unsatisfied with the Board's decision, or the Board fails to respond within ten (10) workdays,
47 the grievant may make a demand for binding arbitration.
48



1 **Section 13.2.5. Step 5 – Arbitration.**

2 If no settlement has been reached within ten (10) workdays referred to in the preceding
3 subsection, and the Association believes the grievance to be valid, the employee may demand
4 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
5 interpretation, or the application of this Agreement shall then be submitted to arbitration under
6 the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually
7 agreed, the parties may submit to arbitration under the expedited Labor Arbitration Rules of the
8 American Arbitration Association. The parties further agree to accept the arbitrator's award as
9 final and binding upon them.

10
11 **Section 13.2.5.1.**

12 The grievance or arbitration discussions shall take place whenever possible during
13 school time. The employer shall not discriminate against any individual employee or the
14 Association for taking action under this Article.

15
16 **Section 13.2.5.2.**

17 Both the District and the Association will share equally in costs of arbitration.
18
19
20

21 **ARTICLE XIV**

22 **TERM OF AGREEMENT**

23
24 **Section 14.1.**

25 The term of this Agreement shall be September 1, 2022 to August 31, 2025.
26

27 **Section 14.2.**

28 The parties to this Agreement shall enter into negotiations for a successor Agreement at least ninety
29 (90) days prior to the termination of this Agreement, unless mutually agreed otherwise.
30

31 **Section 14.3. Reopeners.**

32 This Agreement may be reopened for amendments by the mutual consent in writing of the parties;
33 provided, however, that the following will be reopened annually for negotiation:

- 34 • Schedule A
35 • Holidays
36 • Classification list
37 • Legislative Impact (including Impact of Paraeducator Training Requirements)
38

39 **Section 14.3.1. Transportation Reopener.**

40 The terms regarding bus driver provisions will remain in effect for the duration of the contract
41 or unless the district is unable to operate the transportation program within transportation
42 revenues at which point bus driver compensation will revert from guaranteed hours to actual
43 time worked.
44

45 Should the transportation program need to revert back to drivers paid on actual time worked for
46 all routes, the district agrees to reinstate pay for the 15-minute per day for warm-up and walk-
47 around time, actual fueling time assigned, and one and one-half (1 ½) hours per week for bus



washing, care, and cleaning. In addition, the parties agree to eliminate section 9.12.1. as well as to meet and negotiate the terms of extra trip compensation.

Section 14.4.

This Agreement may be reopened and modified at any time during its term upon mutual consent of both parties in writing to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 14.5.

The Association agrees that during the life of this Agreement, it will not cause, authorize, condone, sanction, or take part in any strike, walkout, work stoppage, slowdown, work interference, or withholding of services for any reason.

In the event of a strike or any other work interruption by another bargaining unit, employees covered by this Agreement agree to report for work at their normal duty stations and perform assigned duties. The District agrees not to lock out employees.

Section 14.6.

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which precede this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the District and PSE, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or not settled, during the course of these negotiations. Such matters shall also not be subject to the Grievance Procedure.

Section 14.7.

If any provision of this Agreement or the application of any such provision is held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

Section 14.8.

Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with State or Federal statutes or regulations promulgated thereto.

Section 14.9.

In the event that either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provisions shall be renegotiated pursuant to Section 14.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

SELKIRK CHAPTER

SELKIRK SCHOOL DISTRICT #70

BY: _____
Debby Krabbenhoft, Chapter Co-President

BY: _____
Nancy Lotze, Superintendent

DATE: _____

DATE: _____

BY: _____
Roxanne Robertson, Chapter Co-President

DATE: _____



SELKIRK CLASSIFIED SCHEDULE A
September 1, 2022 - August 31, 2023

Years of Experience:	<u>0-3</u>	<u>4</u>	<u>5</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>
<u>TRANSPORTATION</u>							
Bus Driver	20.75	21.25	21.75	22.75	23.75	24.75	25.75
<i>Trip rate will be at driver rate. Drivers may need to pass on Trips if weekly hours would exceed 5 hrs OT.</i>							
Mechanic	26.25	26.75	27.25	28.25	29.25	30.25	31.25
<u>FOOD SERVICE</u>							
Head Cook	20.25	20.75	21.25	22.25	23.25	24.25	25.25
Assistant Cook	17.00	17.50	18.00	19.00	20.00	21.00	22.00
Cafeteria Helper	<i>No one in this position. Wages will be bargained when necessary.</i>						
<u>CUSTODIAL</u>							
Custodian	20.25	20.75	21.25	22.25	23.25	24.25	25.25
<u>MAINTENANCE</u>							
Maintenance Worker	26.25	26.75	27.25	28.25	29.25	30.25	31.25
<u>GROUND</u>							
<i>No one in this position. Wages will be bargained when necessary.</i>							
<u>CLERICAL/SECRETARIAL</u>							
HS Secretary	19.25	19.75	20.25	21.25	22.25	23.25	24.25
Building Secretary	18.25	18.75	19.25	20.25	21.25	22.25	23.25
<u>PARA EDUCATOR</u>							
Para Educator	17.25	17.75	18.25	19.25	20.25	21.25	22.25
<u>SPECIALISTS</u>							
Computer Technician	25.25	25.75	26.25	27.25	28.25	29.25	30.25
Nurse	<i>No one in this position. Wages will be bargained when necessary.</i>						
School Resource Officer	<i>No one in this position. Wages will be bargained when necessary.</i>						

Anniversary Dates: Each employee will be given their Step increase on September 1 of each year. Those employees hired after September 1 shall not be eligible for a Step increase until the following September 1.

Step 1	Base salary for each category	
Step 2	(Add \$0.50 to base salary)	Completion of (A) Apprenticeship Program. OR (B) 350 hours (35 credits) of non-reimbursed, supervisor approved clock hours in a field that relates to the job classification in which the employee works.
Step 3	(Add \$0.75 to base salary)	Completion of 750 hours (75) credit of non-reimbursed, supervisor approved clock hours in a field that relates to the job classification in which the employee works.
Step 4	(Add \$1.50 to base salary)	Completion of an Associate of Arts or Associate of Science Degree or 900 clock hours, or 90 college credits.
Step 5	(Add \$1.75 to base salary)	Completion of 1350 (135 credits) of non-reimbursed, supervisor approved clock hours in a field that relates to the job classification in which the employee works.
Step 6	(Add \$2.25 to base salary)	Completion of a Bachelor's Degree



CLASSIFIED EMPLOYEE EVALUATION FORM

ADDENDUM B

SELKIRK SCHOOL DISTRICT #70

FOREMAN ENHANCEMENT SALARY SCHEDULE

The position of Transportation Foreman will be included in the bargaining unit for the duration of time that Andrew Anderson fills the position. This letter of agreement applies only to this employee. No transfer of these agreements is made to another member of the bargaining unit.

Additionally, the position of Maintenance Foreman will be included in the bargaining unit for the duration of the time that John Cain fills the position. This letter of agreement applies only to this employee. No transfer of these agreements is made to another member of the bargaining unit.

It is agreed that the Foreman positions will be paid per the following amount in addition to the employee's regular hourly wage.

Addendum B is subject to annual negotiations per the current collective bargaining agreement.

FOREMAN ENHANCEMENT PER HOUR: \$3.25



ADDENDUM C

District Paid/Reimbursed Costs for PSE Re-certification or Licensing

Section 6.1.

The District shall pay the costs required for re-certification or licensing which is the result of a legislative requirement or district policy. Costs incurred in connection with obtaining a health card or meeting medical requirements imposed, as a condition of employment, will be paid by the District.

Eligible for Reimbursement/Direct Pay	Not Eligible
Cost of First Aid class	Employee's time to take first aid class UNLESS the class was during normal work hours and then Professional Leave may apply.
Cost of CDL license or "S" endorsement	Employee's time/travel to acquire the license.
Cost of Food Handler's card	Employee's time/travel to acquire the card UNLESS the test was during normal work hours and then Professional Leave may apply.
Cost of the following Worker Permits: <ul style="list-style-type: none">• Asbestos• Hazardous Materials• Water Certification• Waste Water• Bus Driver Trainer (including mileage or district-provided travel and employee time ONLY when training falls within employee's regularly scheduled day).	Travel time or training time that falls outside of the employee's regularly scheduled day.
Hepatitis B immunization <i>Co-pay for insurance or full cost if insurance does not cover.</i>	



ADDENDUM D

SCHOOL NURSE EXEMPTION CLAUSE

SELKIRK SCHOOL DISTRICT #70

It is agreed that the School Nurse position shall be excluded from the bargaining unit for the duration of the time that Misty Reed fills the position. This exemption clause applies only to this employee. No transfer of this Agreement is made to another member or position of the bargaining unit. If, at any point, the School Nurse position becomes vacant, the parties agree to re-open negotiations on the matter, recognizing that the non-ESA School Nurse classification has historically been, and shall remain in the Association bargaining unit.



ADDENDUM E

Selkirk PSE Paraeducator Requirements

Washington State Law has required that all paraeducators defined as classified school employees who work under the supervisor of certificated or licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; **and**
2.
 - a) Have received a passing grade on the education testing service paraeducator assessment (ETS) (mandatory for all paraeducators who will or may work in a Title I school setting); **or**
 - b) Hold an associate of arts degree; **or**
 - c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher educator; **or**
 - d) Have completed a registered apprenticeship program.

In addition, in the 2019-2020 school year Paraeducators will be required to complete the Fundamental Course of Study (FSC). The District must provide fourteen (14) hours of paid training and cover associated costs on the state standards of practice for all paraeducators. The District will also provide access to computers and other technology needed to be successful in obtaining the required training as funded by the state. In 2020-2021 an additional (14) hours will be provided by the district, if it is funded by the legislature.

Once 28 FSC hours have been earned, paraeducators are then eligible to earn a General Certificate by completing an additional 70 hours of courses on the standards of practice. Paraeducators can also complete the Subject Matter Certificates (SMC). The SMC consists of the English Language Learner (ELL) Subject Matter and the Special Education Subject Matter Certificates. Both certificates require 20 hours of professional development in their specific subject area and the certificates will expire after five (5) years. Course hours for the SMC will count towards the General Certificate.

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

Professional development hours which include clock hours and the state approved apprenticeship program will count towards continuing education credit hours. Further information can be found at the Professional Educator Standards Board (PESB) website at <https://www.pesb.wa.gov/>



ADDENDUM F

FOUR-DAY SCHOOL WEEK

This addendum will apply to the Selkirk School District's 4-day school week as long as the District is authorized to continue the 4-day school week as implemented in 2017-18 school. Should the District return to a 5-day school week, the original contract language will apply.

1. ADD a new Section 1.4 as follows defining the 4-day student week school schedule

Section 1.4. Four-Day Student Week.

Beginning with the 2017-18 School Year, the District adopted a four-day student school week with the intention of increasing student and staff attendance and improving working conditions by providing extra time during a school year work week calendar for vacations, personal business, and appointments. While the District recognizes all personal business and appointments cannot be accomplished on non-work day Fridays, the hope is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual personal leave days are intended for those special events or personal needs that cannot be accomplished on non-work Fridays. Using a baseline from the 2015-16 school year, aggregated staff attendance numbers (personal and sick leave) will be reported in support of the District's 4-day school week application.

2. Add language to the sick leave accrual as follows:

Section 8.1. Sick Leave.

Employees who regularly work full-time for twelve (12) months shall accrue sick leave at the rate of one (1) day per month, up to a maximum of ninety-six (96) hours per work year for year-round employees, and up to eighty (80) hours for school year employees.

Employees, who work less than full-time, but working a minimum of nine months, shall accrue no less than ten (10) sick leave days per year based on their average daily shift, provided that employees hired after the start of the school year will earn a maximum of one (1) day of sick leave for each month of employment. The employee's average daily shift calculation shall be determined by dividing the total annual hours by the number of workdays. (Example: 3 hours per day/4 days per week with a work year of 98 days. $98 \times 3 = 294$ /total annual hours ÷ divided by 150 workdays (excluding the in-service days) = 1.96 "average daily shift" hours per day). This average daily shift calculation shall be utilized in the allocation of all categories of leave.

Sick leave annual allocation is available for use after reporting to work on the first day but will be prorated should the employee terminate employment and may be accumulated to a maximum of one hundred eighty (180) days.

3. Amend Personal leave to identify hours allotted, adjust carryover and use language as follows:



ADDENDUM F

FOUR-DAY SCHOOL WEEK

Section 8.12. Personal Leave.

Each employee shall be entitled to three (3) paid personal leave days up to a maximum of 24 hours prorated for employees working less than 165 days. per year with the approval of the Superintendent or his/her designee. Personal leave is neither sick leave nor bereavement leave.

While the District operates under a 4-day school week waiver, at the beginning of each school year each full-time employee covered by this Agreement will be credited 3 days up to a maximum of twenty-four (24) hours of personal leave to be used for special events or personal business. Employees who work less than full-time but working a minimum of nine (9) months, will be credited three (3) days of the employee's average daily shift per Section 8.1. Employees will make an effort to give at least three (3) days' notice prior to taking leave. However, the District recognizes emergencies may arise that do not allow that notice.

Employees will recognize that the goal of the 4-day school week is improve working conditions by providing at least three business days per month of non-work time for personal business or vacation within the school year calendar which, hopefully, minimizes the need for additional personal time off. Increased staff attendance is a goal of the District's 4-day School Week Waiver.

Employees will not use consecutive days of personal leave, provided, however, that the superintendent may grant exceptions for extenuating circumstances.

Absences will be charged rounded to the nearest 15 minutes or .25 hour. At the end of the 2017-18 school year, and each subsequent year while the District operates a 4-day school week, any unused leave will be cashed out at per diem rates and included in each employee's August paycheck. No carryover of leave is permitted.

4. Amend Holidays as follows:

Section 8.13. Holidays.

Holidays shall be granted as paid non-workdays for each twelve (12) month employee who works a five (5) day, 8-hour shift, and shall be observed as follows:

- | | |
|----------------------------------|--------------------------------|
| 1. New Year's Day | 8. Veterans Day |
| 2. Martin Luther King's Birthday | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving Day |
| 4. Memorial Day | 11. Day before Christmas |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. Floating Holiday |
| 7. Labor Day | |

Employees who chose to work a modified shift of more than 8-hours per day (such as a 4-day, 10-hour shift). shall be granted the above-listed holiday pay only if the holiday falls within their work calendar, and then the holiday will be recognized at the rate of their scheduled shift.



ADDENDUM F

FOUR-DAY SCHOOL WEEK

Employees eligible for holiday pay who are required to work on any of the designated holidays shall receive twice their applicable base rate in pay for any hours worked on the holiday. If an employee who does not qualify for holiday pay is requested to work on a holiday, he/she shall be paid double his/her regular rate of pay for all hours worked or at the option of the employee, shall be provided with equal time off to be used prior to the end of the school year. If the time-off is not allowed, the employee will be paid double-time for the hours worked.

Section 8.14.

School year classified employees will be granted the following holiday: Memorial Day.

Holiday pay for this section will be based on the employee's work shift during the 150 student days, not including in-service days.

5. Amend Section 9.1. as follows:

Section 9.1.

While the District operates under a 4-day school week calendar, although the workweek may be flexed, all employees will be allowed two (2) consecutive days of rest.

