

COLLECTIVE BARGAINING AGREEMENT BETWEEN

HIGHLAND SCHOOL DISTRICT #203

AND

PUBLIC SCHOOL EMPLOYEES OF HIGHLAND

SEPTEMBER 1, 2023 – AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices, and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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PREAMBLE

This Agreement is made and entered into between Highland School District Number 203 (hereinafter "District" or "Employer") and the Highland School District Local Chapter of the Public School Employees of Washington (hereinafter "Association"), an affiliate of the Public School Employees of Washington/SEIU Local 1948 State Organization.

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated 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.

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

Section 1.2.

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



1 **Section 1.3.**

2 The bargaining unit to which this Agreement is applicable is as follows: Secretarial-Clerical,
3 Transportation, Custodial-Maintenance, Food Service employees, Paraeducators, Transportation Lead
4 and Maintenance Lead.

5
6 Excluded: All Central Office Staff to include Superintendent’s Secretary, Fiscal Officer, Payroll
7 Officer, District Personnel/Office Secretary, Nurse and District Technology Coordinator.

8
9 **Section 1.4.**

10 No contract provisions or benefits will apply. Substitutes who have worked thirty (30) accumulative
11 days in the last twelve (12) months and who continue to be available for employment shall be entitled
12 to be placed at the entry level as shown on Schedule A. Except for Schedule A, any other term or
13 condition of this agreement shall not cover such substitutes.

14
15 **ARTICLE II**

16
17 **RIGHTS OF THE EMPLOYER**

18
19 **Section 2.1.**

20 The Board of Directors and the District Superintendent shall retain the rights to:

- 21 A. Direct employees in carrying out their duties.
- 22
- 23 B. Hire, promote, demote, assign, and retain employees in accordance with the needs of the
- 24 District.
- 25
- 26 C. Suspend or discharge employees for proper cause.
- 27
- 28 D. Relieve employees from duty because of lack of work or other legitimate reasons.
- 29
- 30 E. Determine the method, number, and classifications of personnel by which operations
- 31 undertaken in the schools are to be conducted.
- 32
- 33

34
35 **Section 2.2.**

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

40
41 **ARTICLE III**

42
43 **RIGHTS OF EMPLOYEES**

44
45 **Section 3.1.**

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



1 provided by RCW 41.56. The freedom of such employees to assist the Association shall be recognized
2 as extending to participation in the management of the Association, including presentation of the views
3 of the Association to the Board of Directors of the District or any other governmental body, group, or
4 individual.

5
6 **Section 3.2.**

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

9
10 **Section 3.3.**

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

14
15 **Section 3.4. Personnel Files.**

16 A. Employees or former employees shall, upon request, have the right to inspect all contents of their
17 complete personnel file kept within the District as well as non-confidential employment references
18 leaving the District. Anyone, at the employee's request, may be present during this review. Upon
19 request, a copy of any documents contained therein shall be afforded an employee at no cost. More
20 than one (1) copy will be at cost.

21
22 B. No secret, alternate or other official personnel file shall be kept anywhere in the District except
23 supervisors may keep a working file containing observation and evaluation information and
24 employee discipline. Employees shall, upon request, have the right to inspect all contents of the
25 working file. A separate file for processed grievances, if any, shall be kept apart from the
26 employee's personnel file. No personnel or working files shall be kept only on computer by the
27 District.

28
29 C. Any derogatory material/complaint not shown to an employee within ten (10) days after receipt or
30 composition shall not be allowed as evidence in any grievance or in any disciplinary action against
31 such employee.

32
33 D. No evaluation, correspondence, or other material making derogatory reference to an employee's
34 competence, character, or manner shall be kept or placed in the personnel file without the
35 employee's knowledge and exclusive right to attach his/her own written contents.

36
37 E. All information forming the basis of any reprimand, warning, discipline, or adverse effect shall be
38 limited to matters and events occurring during the previous five (5) years and shall then be
39 expunged from the personnel file and the working file upon the employee's request.

40
41 **Section 3.5.**

42 Employees who administer student catheterization services shall be provided training. If the job
43 posting or description that the employee was hired under does not include providing catheterization
44 services, he/she shall have the right of refusal as described under RCW 28A.210.280.

1 **Section 3.6.**

2 Pursuant to RCW 28A.210.330 two (2) employees have the right to choose not to volunteer as a
3 “parent-designated adult” to assist in treatment of students with diabetes and shall not receive any
4 reprisal or disciplinary action for refusing to volunteer.

5
6 **Section 3.7.**

7 Employees who do volunteer as “parent-designated adults” as defined in RCW 28A.210.330 two (2)
8 shall receive any and all required training at the District’s expense prior to duties being assigned.

9
10 **Section 3.8.**

11 All injections that are not auto injectors required by students will be performed exclusively by nursing
12 staff. Training for auto injectors shall be provided at the beginning of each school year.

13
14 **Section 3.9. Equal Opportunity and Nondiscrimination.**

15 The District and the Union are committed to a policy of equal employment opportunity. All employees
16 shall be treated fairly at all times and without regard to race, creed, color, national origin, citizenship or
17 immigration status, sex, honorably discharged veteran or military status, sexual orientation, marital
18 status, age, gender identity, political ideology, genetic information or disability, or presence of any
19 sensory, mental, or physical disability and any other basis protected by local, state, or federal law. This
20 applies to all personnel actions including recruitment, hiring, training, transfer, promotion and
21 demotion, layoff and recall, compensation and benefits, discipline, termination and all other conditions
22 or privileges of employment.

23
24 **Section 3.10. Harassment.**

25 The District is committed to providing a work environment free from unlawful harassment. The
26 District shall not tolerate actions, words, jokes, or comments based on an individual’s sex, race,
27 ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee,
28 supervisor, or bargaining unit member engaging in sexual or other unlawful harassment shall be
29 subject to appropriate corrective action, up to and including termination of employment.

30
31
32 **ARTICLE IV**

33
34 **RIGHTS OF THE ASSOCIATION**

35
36 **Section 4.1.**

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

42
43 **Section 4.2.**

44 The names of employees added or deleted in the respective unit will be provided as changes occur to
45 the President of the Association. The Association reserves and retains the right to delegate any right or
46 duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU
47 Local 1948 State Organization.



1 **Section 4.3.**

2 Each employee reserves and retains the right to delegate any right of representation in this Agreement,
3 exclusive of compensation for services rendered to appropriate officials of the Association.
4

5 **Section 4.4.**

6 An integral part of each employee’s tenure with the District is an understanding of this agreement and
7 the role of the association in the employment setting. The parties agree that it is highly beneficial for
8 all bargaining unit employees to receive a comprehensive new employee orientation as soon as
9 possible. The association orientation session will be conducted by representatives designated by the
10 association, on their own time.
11

12 **Section 4.5. Calendar Committee.**

13 The District agrees to meet to gather input from the Association on the school calendar. If a
14 calendar committee structure is used, the Association shall appoint one or more representatives to the
15 District’s calendar committee for the purpose of recommending school calendars for the upcoming
16 school year(s). All employee groups will have an equal number of participants.
17

18 **Section 4.6. State PSE Leave.**

19 Members who represent PSE at the state level shall notify the District no less than two (2) weeks prior
20 to the day of the requested leave by email. The District shall check for substitute availability and assign
21 a substitute to cover the representative’s proposed leave.
22

23 **Section 4.7. Leave for Association Business Within the Chapter.**

24 Whenever an Association representative, grievant, or witnesses are mutually scheduled with the
25 Administration’s representatives to participate in negotiations or grievance hearings during work
26 hours, said representative shall suffer no loss of pay.
27

28
29 **ARTICLE V**

30
31 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

32
33 **Section 5.1.**

34 Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, the
35 Board of Directors shall attempt to promote systematic and effective employee-management as a result
36 of conferring and negotiating with an employee organization and/or employee organizations of the
37 classified employees' choosing. Such negotiations shall be limited to wages, hours, working conditions,
38 and grievance procedures, including methods for the prompt adjustment of differences.
39

40 **Section 5.2.**

41 All conditions of employment negotiated between the Board of Directors and classified employees
42 shall be consistent with current Federal and State laws as well as rules and regulations established by
43 the State Board of Education and the State Superintendent of Public Instruction.
44

45 **Section 5.3. Evaluation Form Committee.**

46 The District and the Union shall designate a committee to develop a revised employee evaluation; the
47 committee shall meet no later than October 1, 2021. This process will be completed by May 1, 2022.
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ARTICLE VI

HOURS OF WORK

Section 6.1.

The District shall set shifts for each employee: The workweek shall consist of five (5) consecutive days followed by two (2) consecutive days of rest. Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of three (3) calendar weeks, except in the case of an emergency. The notification period may be waived by the employee.

Section 6.1.1.

All employees whose shifts consist of six (6) hours or more shall be allowed two (2) fifteen (15) minute rest periods. All employees shall have a minimum of a thirty (30) minute uninterrupted and unpaid lunch break. Employees who work less than six (6) hours will receive one (1) fifteen (15) minute break.

Employees who work a split shift shall have thirty (30) minutes travel time within their shift. Split shift employees may have a second fifteen (15) minute break only if the assigned work can be accomplished.

Should an employee be required to work during their lunch break the employee will be compensated at the employee's appropriate rate of pay for that time and will be permitted to eat their meal during the same shift.

Section 6.2.

All employees working more than eight (8) hours per day, or all hours worked in excess of forty (40) hours per week, shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate after eight (8) hours have been reached. Employees called back on a regular workday shall receive no less than two (2) hours pay per call at the rate of one and one-half (1½) times the employee's base hourly rate. Drivers will be limited to the provisions of Sections 6.3. and 6.4. All overtime must be authorized in advance by the building principal, Director of Student Services or the Director of Business and Operations.

Section 6.2.1.

On days when students are not in attendance, and with the prior approval of the Supervisor, an evening employee may work the day shift hours.

Section 6.3.

All authorized hours worked outside the employee's scheduled shift shall be paid at their regular wage or overtime, whichever is applicable. Hours worked beyond forty (40) hours in a work week shall be worked for pay and shall comply with the Fair Labor Standards Act and State law.

Section 6.3.1. Flex Time.

Employees who work hours in excess of their normally scheduled day not exceeding forty (40) hours in a work week may request to receive flex time in lieu of payment as long as the flex time is taken within two (2) weeks of the additional hours are worked. Flex time shall be computed at the rate of one (1) hour's flex time for each one (1) hour worked. All flex

1 time must be pre-approved by the immediate supervisor except in emergency situations
2 where the supervisor cannot be reached. No employee shall be compelled to take flex time
3 in lieu of compensation.
4

5 **Section 6.4. Transportation Shifts.**

6 Shifts shall be established for Transportation personnel in relation to routes and driving times
7 necessary to fulfill tasks assigned by the Transportation Supervisor, except that all bus driver personnel
8 shall receive in addition to actual hours of driving time one-half (½) hour per day or two and one-half
9 (2½) hours per week for the purpose of bus cleanup, bus washing, and inspection.
10

11 **Section 6.5. Bus Route Supervision.**

12 Transportation for students with IEPs that indicate a need for additional assistance on a bus shall be
13 accompanied by a minimum of one (1) Bus Paraeducator.
14

15 The District shall assign a Transportation employee who shall assist drivers with implementing the
16 District behavior system throughout the school year. This employee will ride buses when determined
17 by need and/or driver request. This employee will train students about appropriate bus behavior and
18 safety and shall be responsible for following up on tickets that drivers have filed.
19

20 **Section 6.6. Extra Trips.**

21 Recognizing that extra bus trips present special problems in scheduling and financing, it is agreed that
22 extra bus trips shall be offered on a volunteer basis, first to regular drivers and rotated in a fair and
23 equal manner by the Transportation Supervisor, providing the trip does not conflict with a regular
24 assigned bus route or regular assigned work schedule in the buildings. If no regular driver is available,
25 the District reserves the right to offer the bus trip to other qualified personnel. All extra trips shall be
26 compensated at the extra trip rate on Schedule A per portal to portal. Notices of extra trips will be
27 posted within a reasonable time prior to the bus trip provided that emergency cases may be posted
28 immediately.
29

30 **Section 6.6.1. Overnight Trips.**

31 Overnight trips shall be paid on the same basis as extra trips. Compensated time on overnight
32 trips shall be eight (8) hours per day or time worked, whichever is greater. Meals and lodging
33 will be furnished by the District.
34

35 **Section 6.6.2. Student Financed Overnight Trips.**

36 Driver's time will be actual time he/she is requested to be available for the coach or supervisor
37 on the trip. Driver will not be paid for down time except if asked by the coach to transport
38 students. Driver will be paid for time at the event when he/she needs to be available for student
39 transportation.
40

41 **Section 6.7. Compensation for School Activities.**

42 When the schools are open for activities outside the normal school day and the use of the building or
43 facility requires the presence of a Custodian, he/she must be compensated for his/her time. When a
44 kitchen is used, including the use of a dishwasher, a kitchen staff member must be retained and
45 compensated for his/her time.
46

1 **Section 6.8. Summer Employees.**

2 Part-time employees who are qualified for summer work opportunities shall be offered and have
3 priority over other summer hires in accordance with seniority language.
4

5 **Section 6.8.1. Summer Work.**

6 In the event that summer work is available, it shall be posted and awarded to employees by
7 seniority. Employees who sign up at the District office shall receive copies of all summer job
8 postings.
9

10 **Section 6.9. Emergency/Snow Closure/Delayed Start.**

11 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
12 District will make every effort to notify each employee to refrain from coming to work. Notification
13 shall at a minimum be made by radio and/or television broadcast, or robo-call. Employees reporting to
14 work shall receive a minimum of two (2) hours pay at their regular rate in the event of such closure;
15 provided, however, no employee shall be entitled to any such compensation in the event of actual
16 notification by the District of the closure prior to leaving home for work. If an employee does report to
17 work under this circumstance, they will be expected to stay for the two (2)-hour minimum and then
18 make up the remainder of their shift at a later date. If the employee chooses not to stay for the two (2)-
19 hour minimum, they will need to make up their entire shift.
20

21 If school is closed due to inclement weather, the classification or job titles of Maintenance, Mechanics,
22 Custodians, and Grounds must report to work. If, however, an employee feels they cannot safely travel
23 to work due to conditions where they live, the time will be charged to personal leave, vacation or it will
24 be a day without pay.
25

26 **Section 6.9.1. Lost Time Due to School Closure or Delay.**

27 Employees shall have the opportunity to make up time lost due to school closure or delayed
28 start as indicated above. Employees have the option to make-up time lost, receive pay by using
29 personal or vacation days, or not make-up the time and take a pay deduct.
30

31 Employees may choose one (1) or any combination of the following to account for work hours
32 missed due to closure or delay:
33

- 34 1. Work additional hours as approved by the supervisor.
- 35 2. Utilize existing emergency leave to make up all or a portion of the time missed.
- 36 3. Utilize existing personal leave to make up all or a portion of the time missed.
- 37 4. Take leave without pay.
38

39 **Section 6.9.2. Reporting Deadline.**

40 Employees will need to account for closure or delay hours within one (1) full pay period with
41 the explanation "School Closure Make-Up Time". In the event that an employee fails to submit
42 a request personal leave or emergency leave for make-up time by June 1 and fails to make up
43 time owed or to inform their direct supervisor in writing that the employee wished to utilize
44 leave for make-up time, the District may deduct the time still owed from said employee's pay.
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1 **Section 6.9.3. Remote Work.**

2 When the District determines that remote work is appropriate for the District, employees whose
3 work can be performed remotely shall be permitted to do so during late starts or closures. The
4 Union and the District will meet each year to determine which positions are eligible for remote
5 work.
6

7 **Section 6.10. Early Release.**

8 Early release days are defined as those days, which are scheduled to be equal to or less than one-half (1/2)
9 a regular school day, such as report card preparation, conferences, the day before a holiday, and the last
10 day of school. The employee may use one (1) of the following options on these early release days; after
11 the students have been dismissed for the day:
12

- 13 1. Work regularly scheduled hours.
 - 14 2. Request vacation or personal leave for unworked hours.
 - 15 3. Request flex time as accrued under Section 6.3.1.
 - 16 4. Accept a deduction of pay for the unworked hours.
 - 17 5. Attend a workshop/training approved by the supervising administrator.
- 18

19 **Section 6.10.1. Early Release Day Training.**

20 The District may provide employee training opportunities on early release days that are not
21 directly before a holiday or the last day of school. The Association may recommend trainings
22 that employees identify.
23

24 **Section 6.11. Staff Training Days.**

25 The District has a duty to provide required training and appropriate training opportunities for all
26 employees. The District will provide all employees with the opportunity for at least twelve (12) hours
27 of training annually, which may be provided in lieu of an employee's regular work assignment, as
28 additional hours or a combination of both, at the District's discretion.
29

30 **Section 6.12. Paraeducators with Substitute Teaching Certificate.**

31 Paraeducators shall not be required to fill in or replace certificated employees, unless the paraeducator
32 has a current substitute or regular teaching certificate valid in Washington. Paraeducators who have
33 obtained a substitute or emergency teaching certificate, upon request from their building administrator,
34 may voluntarily be released from their regular duties to substitute in their current building.
35

36 **Section 6.13. Paraeducator Instructional Duties.**

37 Employees who are assigned to instructional duties in the classroom or small group settings shall not
38 be required to supervise more than an unreasonable number of students without assistance from
39 another employee.
40

41 **Section 6.14. Paraeducator Supervisory Duties.**

42 Paraeducators who are assigned to supervisory duties will be at a ratio of approximately ninety (90)
43 students per paraeducator. Specific situations where paraeducators are responsible for supervision of
44 students are impacted by several factors, including size of area, number of students, topography,
45 location in relationship to the office, etc. In the event that there is a concern about paraeducators
46 supervising more than a reasonable number of students, the Union and the District will address the
47 issue in a Labor Management meeting to discuss possible solutions.
48

1 Employees performing these duties will have access to a radio to communicate with the school office
2 and SRO or other security personnel, as well as safety vests and any other safety gear necessary.

3
4 Paraeducator schedules shall reflect adequate transition time between paraeducator duty assignments.
5
6

7 ARTICLE VII

8 HOLIDAYS

9 Section 7.1. Paid Holidays.

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

- | | | |
|----|----------------------------------|--|
| 11 | 1. New Year's Day | 8. Veterans' Day |
| 12 | 2. Martin Luther King's Birthday | 9. Thanksgiving Day |
| 13 | 3. Presidents Day | 10. Native American Heritage Day (<i>Day after Thanksgiving</i>) |
| 14 | 4. Memorial Day | 11. Day before Christmas |
| 15 | 5. Juneteenth | 12. Christmas Day |
| 16 | 6. Independence Day | 13. New Year's Eve |
| 17 | 7. Labor Day | |

18 Section 7.2. Unworked Holidays.

19 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the
20 time the holiday occurs. An employee who is on the active payroll on the holiday and has worked
21 either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the
22 holiday, and is not on leave of absence, shall be eligible for such unworked holiday. An exception to
23 this requirement will occur if the employee can furnish proof satisfactory to the District that because of
24 illness he/she was unable to work on either of such shifts, and his/her absence previous to such holiday
25 by reason of such illness has not been longer than thirty (30) regular workdays.
26
27

28 Section 7.3. Worked Holidays.

29 Employees who are required to work on the above-described holidays shall receive the pay due them
30 for the holiday, plus twice their base rate for all hours worked on such holidays, unless the employee
31 starts to work at 10:00 pm or thereafter on that date.
32
33

34 Section 7.4. Holidays During Vacation.

35 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one
36 (1) extra day of vacation with pay in lieu of the holiday as such.
37
38

39 ARTICLE VIII

40 SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE

41 Section 8.1. Sick Leave.

42 The District shall project the number of annual days of sick leave at the beginning of the school year
43 (or later if the employee comes to work after the beginning of the school year), according to the
44 calendar months the employee is to work during that year. The employee shall be entitled to the
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1 projected number of days of sick leave at the beginning of the school year, or a pro-rata portion of
2 twelve (12) days if they come to work after the start of the school year. Each employee will be granted
3 sick leave at the rate of twelve (12) days per year. An employee who works eleven (11) working days
4 in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when
5 earned and may be accumulated according to present and prevailing statute (28A-58-099). One
6 hundred eighty (180) days for cash out purposes only, and the number of annual contracted days for
7 each employee for illness leave.

8
9 Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal
10 daily work shift; provided, however, that should an employee's normal daily work shift increase or
11 decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in
12 accordance with his/her normal daily work shift at the time the sick leave is taken, and the accumulated
13 benefits will be expended on an hourly rather than a daily basis.

14
15 **Section 8.1.1. Substitute Employee Sick Leave.**

- 16 A. Each substitute employee who works at least twenty (20) consecutive days or thirty (30)
17 non-consecutive days shall accrue one (1) hour of paid sick leave for every forty (40) hours
18 worked. A maximum of forty (40) hours of sick leave may be carried over into the
19 following school year.
- 20
21 B. Substitute employees must work at least ninety (90) days before they can claim sick leave.
22 Sick leave under this section can be used on a workday they have been scheduled to work.
- 23
24 C. Sick leave accrued while a substitute employee shall not be lost when the employee is hired
25 as a regular full-time or part-time employee.
- 26
27 D. When a substitute separates from employment, accrued sick leave cannot be cashed out;
28 however, if the employee is rehired within twelve (12) months of separation, previously
29 accrued unused sick leave shall be reinstated. Substitute employees do not have sick leave
30 cash out rights and are not eligible to participate in sick leave incentive programs.

31
32 **Section 8.1.2. Verification of Sick Leave Use.**

33 When an employee exceeds three (3) consecutive days of absence, the District may require
34 verification that an employee's use of paid sick leave is for an authorized purpose. If the
35 District requires an employee to provide verification from a health care provider identifying the
36 need for use of paid sick leave for an authorized purpose, the District must not require that the
37 information provided explains the nature of the condition. The District reserves the right to
38 investigate misuse of sick leave and consider employee discipline if necessary.

39
40 **Section 8.1.3. Sick Leave Transfer/Donation.**

41 Employees who have accumulated more than twenty-two (22) days of sick leave or more than
42 ten (10) days of vacation leave may donate accumulated leave to other employees. This
43 individual donation may not exceed six (6) days in any contract year. The employee donating
44 the days shall specify the number of days to be donated. Leave sharing shall be administered in
45 compliance with RCW 28A.400.380 and WAC 392-126-004.

1 **Section 8.1.4. Sick Leave Cash Out.**

2 The District shall grant sick leave cash out as allowed in the state statute and in accordance
3 with the governing rules.
4

5 **Section 8.1.5. Family Leave.**

6 An employee shall be authorized to utilize sick leave for the following reasons: To provide care
7 for a family member with mental or physical illness, injury, or health condition; care of a
8 family member who needs medical diagnosis, care, or treatment of a mental or physical illness,
9 injury, or health conditions; or care for a family member who needs preventative medical care
10 needed to provide care for a family member with a mental or physical illness, injury, or health
11 condition. Family means any of the following:
12

- 13 a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom
14 the employee stands in loco parentis, is a legal guardian, or is a de facto parent,
15 regardless of age or dependency status.
- 16 b. A sister-in-law, brother-in-law, niece, nephew, or a dependent living in the same home.
- 17 c. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an
18 employee or the employee's spouse or registered domestic partner, or a person who
19 stood in loco parentis when the employee was a minor child.
- 20 d. A spouse.
- 21 e. A registered domestic partner
- 22 f. A grandparent.
- 23 g. A grandchild.
- 24 h. A sibling.

25 **Section 8.1.6. Family Medical Leave Act.**

26 The District shall follow Federal law regarding employee use of Family Medical Leave Act
27 (FMLA).
28

29 **Section 8.1.7. Washington Paid family and Medical Leave (PFML).**

30 Washington Paid Family Medical Leave (PFML) benefits as allowed by law:
31

- 32 • The District shall annually notify employees about the benefits available under PFML.
- 33 • Employees shall file a claim for PFML benefits with the Employment Security Division
34 (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply>. All
35 payments will come from the ESD.
- 36 • Employees will be required to contact the Employment Security Guidelines to
37 determine the amount of leave available.
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- To qualify for PFML, employees must work no less than eight hundred twenty (820) hours in employment in Washington State during the qualifying period Employment Security will determine the employee’s eligibility and benefits.
- 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.
- The District and employees shall pay premium costs as per state law.

Section 8.1.8. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day’s monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation.

The Parties agree to adhere to the provisions of RCW 28A.400.210 as currently in effect. (Employee attendance incentive program – Remuneration or benefit plan for unused sick leave.)

Section 8.2. Bereavement Leave.

Each employee may be entitled up to a maximum of five (5) days leave with pay per occurrence, per year, for absence caused by death of a family member. Family shall be defined as in Section 8.1.5., in addition the following shall be included:

Family shall mean spouse, parent, sibling, child, parent-in-law, sibling-in-law, grandchild, aunt, uncle, grandparent, stepsiblings, stepchild, stepparent, niece, nephew, or person residing in the same household.

One (1) day per year per employee may be taken for the death of a close friend.

Such bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative. Extended leave beyond five (5) days may be granted by the Superintendent, provided, however, this extended leave shall be non-compensated leave.

Section 8.3. Personal Leave.

Each employee covered by this Agreement shall be provided three (3) days of personal leave paid per year which may be utilized for any purpose, discrete from sick leave and accumulative up to five (5) days. Provided, however, no more than ten percent (10%) of the bargaining unit will be gone on any one (1) day. Any employee who has accrued more than two (2) personal leave days on June 30 will automatically have any additional days cashed out and paid in their July pay warrant. Employees with less than five (5) days on June 30 may cash out up to two (2) days which shall be paid in the July pay warrant.

Section 8.4. Denial of Leave.

Any denial for time off shall require a written reason from the District upon request of the employee.



1 **Section 8.5. Leave of Absence.**

2 Upon recommendation of the Superintendent, and upon approval of the Board of Directors, an
3 employee shall be granted an unpaid leave of absence for a period not to exceed one (1) year.
4

5 **Section 8.5.1.**

6 The returning employee will be assigned to a position similar to that which was occupied
7 before the leave of absence. Employees hired to fill positions of employees on leave of absence
8 will be hired for the time the employee is on leave, during which they shall be subject to all
9 provisions of this Agreement. It shall be the responsibility of the employer to inform temporary
10 employees of these provisions.
11

12 **Section 8.5.2.**

13 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
14 on leave of absence. Employee seniority shall not accrue while the employee is on leave of
15 absence; provided however, if such leave is because of an extended illness or injury, seniority
16 shall accrue. Employees hired to fill positions of employees on leave of absence will be hired
17 for the time the employee is on leave during which they shall be subject to all provisions of this
18 Agreement. It shall be the responsibility of the employer to inform replacement employees of
19 these provisions.
20

21 **Section 8.6. Faith and Conscience Leave.**

22 Employees are entitled to two (2) unpaid days of leave per calendar year for reasons of faith or
23 conscience, or an organized activity conducted under the auspices of a religious denomination, church,
24 or religious organization. This leave must be taken in whole-day increments. If an employee prefers to
25 take the two (2) unpaid days of leave on specific days, the employer must allow the employee to do so
26 unless the employee’s absence would impose an undue hardship on the employer, or the presence of
27 the employee is necessary to maintain public safety. The term “undue hardship” shall be interpreted in
28 accordance with the provisions of WAC 82-56-20, 30. Employees desiring to take leave described in
29 this section must request leave not later than seventy-two (72) hours before the leave is to begin if
30 possible, and the employer must respond within twenty-four (24) hours of the request, or the leave will
31 be deemed to have been granted.
32
33

34 **ARTICLE IX**

35 **VACATIONS**

36
37
38 **Section 9.1. Vacation Credit.**

39 All qualifying employees subject to this Agreement shall be credited with hours of vacation credit,
40 based on hours worked during the calendar year July 1 to June 30. Such vacation credit shall be earned,
41 vested, and used as designated in this Article.
42
43
44
45
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48



1 **Section 9.2. Paid Vacation.**

2 Upon completion of one (1) year of service, each defined full-time employee shall be granted ten (10)
3 days paid vacation. Upon completion of the fifth year of service, each defined full-time employee shall
4 be granted fifteen (15) days paid vacation. Upon completion of the fifteenth (15) year of service, each
5 defined full-time employee shall be granted twenty (20) days paid vacation.

- 6
- 7 1. Defined full-time employee for the purpose of vacation generation; anyone employed a
8 minimum of two hundred forty-five (245) days or more or one thousand nine hundred sixty
9 (1,960) hours or more.
 - 10
 - 11 2. The defined full-time employee will continue to receive pro-rated vacation based on hours
12 worked.

13

14 **Section 9.3. Vacation Scheduling.**

15 It is mutually agreed that vacation days for all full-time employees shall be scheduled at the request of
16 the employees unless such vacation would disrupt the normal activities of the school District.
17 Vacations, if and when agreed upon, may be taken during the summer, spring break, apple harvest
18 (where applicable), or during the Christmas holidays.

19

20 **Section 9.4.**

21 For every regular workday from which an employee is absent on vacation, sick leave, or bereavement
22 leave, the hours of the employee's normal work shift shall be credited as if worked.

23

24 **Section 9.5.**

25 Eligibility for use of vacation credit shall be determined as follows:

- 26
- 27 1. A newly hired full-time employee becomes eligible to use his/her vacation credit after reaching
28 his/her first eligibility date.
- 29
- 30 2. The eligibility date of an employee newly hired shall occur on the anniversary date of his/her
31 employment; provided, however, that employees shall be eligible for benefits accruing during
32 the first year prorated to the next July 1.

33

34 **Section 9.6.**

35 Time on lay off will be counted as continuous service for the purpose of establishing and retaining
36 eligibility dates.

37

38 **Section 9.7.**

39 Any vacation days currently due but unused by the new accrual date each year, may be carried over for
40 one (1) year following the accrual date with the approval of the immediate supervisor and
41 administration. No vacation may be carried over for more than one (1) year beyond the date on which
42 it became due; provided, however, no employee shall be denied accrued vacation benefits due to
43 District employment needs.

44

45 **Section 9.7.1. Buy Back Option.**

46 An employee may carry over vacation days to a total of twenty (20) days. If the employee has
47 accumulated vacation in excess of their annual allocation, the employee may elect to sell back up
48 to ten (10) days of accumulated vacation, beyond their annual allocation, at the employee's current



1 rate of pay. Such an election must be made in writing no later than July 31 of each year for
2 payment in their August pay warrant. Any unused leave beyond twenty (20) days will be lost on
3 September 1 of the new school year.

4
5 When an employee retires, they may opt to sell back any accrued vacation in lieu of using the
6 time off. Payment of vacation days for retirees will be in their last pay warrant from the
7 District.

10 ARTICLE X

11 PROBATION, SENIORITY AND LAYOFF PROCEDURES

14 **Section 10.1.**

15 The seniority of an employee within the bargaining unit shall be established as of the date on which the
16 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
17 lost as hereinafter provided.

19 **Section 10.2.**

20 Each new employee shall be placed on a probationary status for a period of six (6) months starting on
21 the first day of hire.

23 **Section 10.3.**

24 Upon completion of the probationary period, the employee will be subject to all rights and duties
25 contained in this Agreement retroactive to the hire date.

27 **Section 10.4.**

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

- 30 A. Resignation.
- 31 B. Discharge for justifiable cause.
- 32 C. Retirement.
- 33 D. Change in job classification within the bargaining unit, as provided in Article I, Section 1.3.
- 34 E. Loss of seniority rights applies only to layoff procedures within the new classification as
35 outlined in Section 10.8. of this Article.

37 **Section 10.5.**

38 Seniority rights shall not be lost for any of 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 United
42 States.
- 43 C. Time spent on other authorized leaves.
- 44 D. Time spent in layoff status for twelve (12) months or less.

46 **Section 10.6.**

47 Seniority rights shall be effective within the general job classification. As used in this Agreement,
48 general job classifications are those set forth in Article I, Section 1.3.

1 **Section 10.7.**

2 The employee with the earliest hire date shall have preferential rights regarding job vacancies, vacation
3 periods and special services by Cooks at banquets, Custodians at games and special events. The
4 employee with the earliest hire date shall have preferential rights regarding promotions, assignment to
5 new or open jobs or positions, and layoffs when ability and performance are substantially equal with
6 junior employees. If the District determines that seniority rights should not govern because a junior
7 employee possesses ability and performance substantially greater than a senior employee, the District
8 shall submit in writing to the employee and the Association President its reasons why the senior
9 employee has been bypassed.

10
11 **Section 10.8.**

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

15
16 **Section 10.8.1.**

17 This newly acquired hire date by reason of classification change is for the purpose of
18 establishing seniority within the new job classification and is not intended to reestablish a new
19 hire date applicable to Section 9.3.

20
21 **Section 10.9.**

22 The District shall publicize within the bargaining unit for five (5) working days, when possible, the
23 availability of open positions, including temporary positions, as soon as practical after the position
24 becomes open. A copy of the job posting shall be forwarded to the President of the Association and
25 posted in each school.

26
27 **Section 10.9.1.**

28 Paraeducator position that become open after October 1, shall be posted for external candidates
29 only through the end of the school year, provided the position would not result in an increase of
30 hours for current employees. Should the position potentially result in additional hours for a
31 current employee, the position will be posted and filled as normal. Should the position be filled
32 by an external applicant, the position will be posted that next fall and all paraeducators are
33 eligible to apply. Time spent and experience gained in the position by an external applicant
34 shall not be a basis for a seniority bypass. This provision does not prevent paraeducators from
35 applying for additional hours that do not conflict with their present assignment during the
36 school year.

37
38 **Section 10.10.**

39 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
40 District according to layoff ranking. Such employees are to have priority in filling any opening not
41 claimed by present senior employees, in the classification held immediately prior to layoff. Returning
42 employees will be brought back in accordance with the seniority ranking. Names shall remain on the
43 reemployment list for one (1) year.

44
45 **Section 10.11.**

46 Employees on layoff status shall promptly file, in writing, any change of address with the District
47 Personnel Office.



1 **Section 10.12.**

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

5
6 **Section 10.13.**

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

10
11
12 **ARTICLE XI**

13
14 **DISCHARGE OF EMPLOYEES**

15
16 **Section 11.1.**

17 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
18 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the
19 District has reason to discipline an employee, it shall be done in private. The following progression of
20 employee discipline shall generally be followed:

- 21
22 • Oral Warning
23 • Written Reprimand
24 • Suspension, Termination.

25
26 Investigatory Interviews/Disciplinary Actions: In the event formal investigatory interviews are to be
27 conducted, each employee has the right to the following information prior to such interview:

- 28
29 A. Written notice twenty-four (24) hours (one [1] workday) prior to any meeting, unless waived,
30 in writing, by the employee and Association Representative.
31
32 B. Written notice of allegations, if any or topic of the investigation, unless waived, in writing, by
33 the employee and Association Representative.
34
35
36 C. Written notice informing the employee that he/she has the right to have representatives of their
37 choosing.

38
39 In all disciplinary actions where formal, written charges are to be given an employee, the District will
40 give the following notice:

- 41
42 A. Minimum notice of twenty-four (24) hours (one [1] workday) prior to the meeting time.
43
44 B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior to
45 the meeting time.
46

47 Inform the employee that he/she has the right to have representatives of their choosing at the meeting.
48



1 **Section 11.2.**

2 The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this
3 Agreement.

4
5 **Section 11.3. Notification To Non-Annual Employees.**

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

8
9 **Section 11.3.1.**

10 Should the District decide to discharge any non-annual employee, the employee shall be so
11 notified in writing prior to the employees' last working day of the current school year.

12
13 **Section 11.3.2.**

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

16
17 **Section 11.3.3.**

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

20
21
22 **ARTICLE XII**

23
24 **RETIREMENT**

25
26 **Section 12.1.**

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

30
31 **Section 12.2.**

32 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan.
33 On receipt of a written authorization by an employee, the District shall make the requisite withholding
34 adjustments, and deductions from the employee's salary, and, if applicable, direct the county auditor to
35 make appropriate disbursements to the plan in like manner with other deductions authorized by this
36 Agreement.

37
38
39 **ARTICLE XIII**

40
41 **INSURANCE**

42
43 **Section 13.1. School Employees Benefit Board (SEBB).**

44 The District agrees to provide the insurance plans, follow employee eligibility rules and provide
45 funding for all bargaining unit members and their dependents as required by State law, the State
46 Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding
47 will be payment of the retiree carve-out for all eligible employees.



1 **Section 13.1.1. SEBB Information.**

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

5
6 **Section 13.1.2. SEBB Eligibility.**

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

9
10 **Section 13.1.3. Enrollment Period.**

11 Enrollment period shall be established by SEBB. After the annual enrollment period ends, no
12 insurance options may be added or deleted by the employee except for changes in family status
13 or job status. If an employee fails to enroll within the open enrollment period, they shall be
14 placed in the default medical, dental, and vision plans, as determined by SEBB.

15
16 If an employee is hired after the open enrollment period, they may enroll in approved plans
17 prior to their first day of the month following hire date. If an employee fails to enroll, they will
18 be placed in the default medical, dental, and vision plans as determined by SEBB. Employee
19 coverage will begin the first day of the month following the hire date.

20
21 **Section 13.1.4. Ineligibility.**

22 If the District anticipates that an employee will not be eligible for SEBB benefits, the District
23 shall notify the employee of the specific reason in writing by certified mail or have the
24 employee sign a document acknowledging their ineligibility. The District shall not deny or
25 limit an employee’s work hours for the purpose of preventing the employee’s eligibility for
26 SEBB benefits.

27
28 **Section 13.2. Tort Liability.**

29 The District shall provide tort liability coverage, work related, for all employees subject to this
30 Agreement.

31
32 **Section 13.3. Washington Long-Term Care Plan (WA Cares Plan).**

33 The District will participate in the Washington Long-Term Care Plan as required by RCW. The
34 premium will be paid via payroll deduction by the employee unless the employee completes the
35 necessary requirements to opt out of the program.

36
37
38 **ARTICLE XIV**

39
40 **PROFESSIONAL DEVELOPMENT**

41
42 **Section 14.1. Professional Development Budget.**

43 For the mutual benefit of the employees and the School District, and at such time as funds should
44 become available, there shall be established a budget, which shall be used for classified employees in
45 one (1) of the following manners.

46
47 **Section 14.2.**

48 Such funds may be utilized for the following purposes, without limitation.



1 **Section 14.2.1.**

2 Salary and reimbursement for employees subject to this Agreement to attend recognized
3 vocational courses within a radius of one hundred (100) miles.

4
5 **Section 14.2.2.**

6 Expenses and materials to establish courses of study within the confines of the District which
7 would be of mutual benefit to the employee and the District.

8
9 **Section 14.2.3.**

10 Purchase of recognized vocational courses from local, State, or national educational institutes
11 which would improve the potential of employees subject to this Agreement.

12
13 **Section 14.3.**

14 All employees covered under this agreement must meet all employment standards set by State or
15 Federal Law.

16
17 **Section 14.3.1. Professional Development Committee.**

18 A. An Employee Development Committee shall be established composed of two (2) classified
19 employees and two (2) administrators by November 1, 2021.

20
21 B. The purpose of the committee shall be to assist the District in determining and scheduling
22 professional development activities for employees.

23
24 **Section 14.4. Paraeducator Certification.**

25 All paraeducators must meet the minimum employment requirements for paraeducators described in
26 RCW 28A.413.040, in addition to any District employment required qualifications. To maintain
27 employment, all paraeducators will be required to meet the training requirements, as outlined by the
28 state, for the Fundamental Course of Study (FCS).

29
30 **Section 14.5. Obtaining Certification.**

31 When funded by the State, the District will provide opportunities sufficient to have paraeducators meet
32 the requirements of the Fundamental Course of Study. This may be provided via in-person or virtual
33 trainings. Other training opportunities, for topics such as First Aid/CPR/AED, Bloodborne Pathogen,
34 or Lifting will be provided as needed.

35
36
37 **ARTICLE XV**

38
39 **MAINTENANCE OF MEMBERSHIP AND CHECKOFF**

40
41 **Section 15.1. Dues.**

42 The Association, which is the legally recognized Exclusive Bargaining Representative of the classified
43 employees as described in the recognition clause of this Agreement, shall have the right to have
44 deducted from the salary of members of the Association (upon receipt of authorization), an amount
45 equal to the fees and dues required for membership in the Association, including any local chapter
46 dues.



1 Under Washington law, the District shall not discriminate, retaliate, coerce, nor interfere with an
2 employee's right to join the Association. Upon authorization of any public employee within the
3 bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of
4 dues, certified by the Treasurer of the Public School Employees of Washington/SEIU Local 1948
5 (PSE) and shall transmit the same to the Treasurer of PSE. Upon authorization, the District shall
6 deduct local dues as established by the local PSE chapter and remit the same to the treasurer of the
7 local PSE chapter.

8
9 **Section 15.2. Membership Authorization.**

10 The District agrees to accept dues authorizations from the Association via paper form, voice
11 authorization, electronic signature, or any other form of authorization legally recognized by the State
12 of Washington.

13
14 PSE will provide a list of those members who have agreed to Union membership via voice
15 authorization. In addition, upon request, access to the District to the electronic files associated with the
16 voice authorization. PSE will be the custodian of the records related to membership authorizations.
17 PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the
18 custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those
19 records.

20
21 **Section 15.3. Revocation.**

22 No member of the bargaining unit will be required to join the Association. Any employee who has
23 signed a Dues Deduction/Checkoff Authorization which includes a window period for revoking dues
24 payments may stop making those payments by giving written notice to the Union during the period not
25 less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the
26 employee's authorization or the date of termination of the applicable contract between the Employer
27 and the Union, whichever occurs sooner. The Employer will honor employee checkoff authorizations
28 unless they are revoked in writing to the Union during the window period, regardless of whether the
29 employee is a member of the Union.

30
31 Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of
32 the Union in good standing, shall maintain his membership in the Union during the term of this
33 Agreement unless membership is revoked through contact with the Union.

34
35 **Section 15.4. Chapter Dues.**

36 The District agrees to automatic payroll deduction in the month of October paycheck for local chapter
37 dues.

38
39 **Section 15.5. Political Action Committee.**

40 The District shall, upon receipt from the Association of authorization that conforms to legal requirements,
41 deduct from the pay of such bargaining unit employee the amount of contribution the employee
42 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
43 check separate from the Union dues transmittal check. Section 15.12. of the Collective Bargaining
44 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
45 annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.

1 **Section 15.6. Member Lists.**

2 The District shall provide PSE, upon request, but no more than quarterly, a bargaining unit list in an
3 Excel spreadsheet via an email to membership@pseofwa.org, transmitted electronically, containing
4 every bargaining unit employee’s name, employee number, classification, job title, work location,
5 phone number, address, work e-mail address, hourly rate of pay, hours worked, gross pay, Union dues
6 paid, and language preference.

7
8 The District shall provide PSE, upon request, but no more than quarterly, a bargaining unit list
9 transmitted electronically, listing bargaining unit employees who are hired, rehired, reinstated,
10 transferred into or out of the bargaining unit, reclassified, promoted, downgraded, placed on leaves of
11 absence of any type including disability, placed on layoff, recalled from layoff, separated (including
12 retirement), added to or deleted from the bargaining unit. This report shall include each listed
13 bargaining unit employee’s name, employee number, job title, work location, personnel action, and
14 reason.

15
16 Personnel updates (Board reports) of new hires, terminations, etc., will be reported electronically to the
17 Chapter President and to the PSE state membership department membership@pseofwa.org.

18
19 **Section 15.7. Public Records Request Disclosure.**

20 Public records requests for documents containing sensitive personal information about employees shall
21 be handled in accordance with applicable state laws and District policies and procedures. The District
22 will notify employees of their right to protect their personal information from disclosure. The District
23 shall make all reasonable attempts to provide the employee five (5) business days’ notice prior to
24 disclosing documents that the District concludes are subject to disclosure. The District will notify PSE in
25 advance of disclosure of any public records, pursuant to a public records request, that include lists of
26 employees, employee contact information, employee schedules, employee affiliations, personnel
27 evaluations, or employee financial information. This section does not waive the District's immunity
28 under RCW 42.56.060 and does not create a personal contractual claim or basis for grievance for
29 wrongful disclosure for failure to provide such notice.

30
31 **Section 15.8. Annual Meeting.**

32 The Association shall have the right to hold a meeting on the optional workday prior to the start of school.

33
34 **Section 15.9. New Hire Notification.**

35 The District will include the Chapter President or designee and PSE in any email containing a
36 recommendation to hire a new employee who will be part of this bargaining unit.

37
38 **Section 15.10. Access to New Employees of the Bargaining Unit.**

39 The District shall provide the Chapter President or designee reasonable access to new employees of the
40 bargaining unit for the purposes of presenting information about PSE to the new employee.
41 “Reasonable access” for the purposes of this section means the access to the new employee occurs
42 within fifteen (15) days of the employee’s start date within the bargaining unit; the access is for (30)
43 minutes; and the access occurs during the new employee’s regular work hours at the employee’s
44 regular worksite, or at a location mutually agreed to by the District and PSE. Employees are not
45 required to attend this meeting. The Chapter President or designee in attendance shall be entitled to use
46 Association leave during this time.



1 **Section 15.11. New Employee Orientations.**

2 The District shall provide PSE as much notice as possible of any New Employee Orientation, and
3 within forty-eight (48) hours in advance of the orientation shall provide an electronic list of expected
4 participants.

5
6 **Section 15.11.1. New Hire Packets.**

7 The District at the time of hire shall provide all bargaining unit employees a PSE new hire
8 packet, to be furnished by PSE.

9
10 **Section 15.12. Hold Harmless.**

11 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
12 orders, and/or judgments against the District on account of any check-off of Association dues or
13 voluntary political contributions.

14
15 **ARTICLE XVI**

16 **GRIEVANCE PROCEDURE**

17
18
19 **Section 16.1.**

20 Grievances or complaints arising between the District and its employees within the bargaining unit
21 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
22 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
23

24 **Section 16.2. Grievance Steps.**

25
26 **Section 16.2.1.**

27 The employee shall first discuss the grievance with his/her immediate supervisor. If the
28 employee wishes, he may be accompanied by an Association representative at such discussion.
29 All grievances not brought to the immediate supervisor in accordance with the preceding
30 sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject
31 to no further processing.
32

33
34 **Section 16.2.2.**

35 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
36 subsection, the employee shall reduce to writing a statement of the grievance containing the
37 following:

- 38
39 A. The facts on which the grievance is based.
40 B. A reference to the provisions in this Agreement, which have been allegedly violated.
41 C. The remedy sought.
42

43 The employee shall submit the written statement of grievance to his/her immediate supervisor
44 within fifteen (15) working days of the meeting provided for in subsection 17.2.1. for
45 reconsideration and shall submit a copy to the official in the Administration responsible for
46 personnel. The parties will have five (5) working days from submission of the written statement
47 of grievance to resolve it by indicating on the statement of grievance the disposition. If an
48 agreeable disposition is made, all parties to the grievance shall sign it.



1 **Section 16.2.3.**

2 If no settlement has been reached within the five (5) days referred to in the preceding
3 subsection, and the Association believes the grievance to be valid, a written statement of
4 grievance shall be submitted within fifteen (15) working days to the District Superintendent or
5 his/her designee. After such submission, the parties will have ten (10) working days from
6 submission of the written statement of grievance to resolve it by indicating on the statement of
7 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
8 sign it.

9
10 **Section 16.2.4.**

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

21
22 **Section 16.2.5.**

23 Upon mutual agreement of both parties, each individual case may be submitted to the American
24 Arbitration Association for binding arbitration. Both parties must agree on the type of
25 American Arbitration Association arbitration to be used (regular, expedited, or streamlined).

26
27 **Section 16.3.**

28 The grievance discussions shall take place whenever possible on school time. The employer shall not
29 discriminate against any individual employee or the Association for taking action under this Article.

30
31
32 **ARTICLE XVII**

33
34 **TRANSFER OF BENEFITS**

35
36 **Section 17.1.**

37 Transfer of benefits from one District to another within the State of Washington shall be according to
38 present and prevailing statute.

39
40
41 **ARTICLE XVIII**

42
43 **SALARIES AND COMPENSATION**

44
45 **Section 18.1.**

46 Employees shall be paid in accordance with the terms of this Agreement for all hours worked.
47



1 **Section 18.2.**

2 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
3 and conditions of Article XIX, Section 19.3. Should the date of execution of this Agreement be
4 subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

5
6 **Section 18.3.**

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

9
10 **Section 18.4.**

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

13
14 **Section 18.5.**

15 The Highland School District will pay the fees for the knowledge test and new license for all existing
16 bus drivers of the District.

17
18 **Section 18.6.**

19 Annually with the issuance of the September checks, each employee shall receive an itemized
20 summary containing number of days, hours, and rates of pay on which their monthly checks will be
21 based. Each month that an employee works extra time, an itemization of those hours and rates shall be
22 furnished with their check.

23
24 **Section 18.7. Temporary Job Classification Transfer.**

25 Any employee temporarily transferred to a higher paying job classification or assigned to perform the
26 duties of a higher paying job classification shall receive the higher rate of pay.

27
28 **Section 18.8. Committee Assignments.**

29 Employees who are directed or assigned by their supervisor to serve on a long-term (school year or
30 longer) committee shall be compensated at the employee’s regular hourly rate of pay for all additional
31 hours worked while serving on the committee. This does not apply to one-time committees where an
32 employee is invited to attend or assigned by the Association (e.g., interview committees).

33
34
35 **ARTICLE XIX**

36
37 **TERM**

38
39 **Section 19.1.**

40 The term of this Agreement shall be September 1, 2023, to August 31, 2025.

41
42 **Section 19.2.**

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

45
46 **Section 19.3.**

47 This Agreement may be reopened and modified during its term upon mutual consent of the parties in
48 writing, provided that this Agreement shall be reopened whenever necessary to address the impact of



1 legislatively mandated changes. In contract year 2023-2024, Schedule A shall be increased by a total
2 of four percent (4.0%) for years zero (0) through six(6).

- 3
- 4 Longevity increases for:
- 5 Years 7 – 9 (5.9%)
- 6 Years 10 – 14 (6.9%)
- 7 Years 15 – 19 (7.9%)
- 8 Years 20 + (8.9%)
- 9

10 In contract year 2024-2025, Schedule A shall be increased by a total increase of one percent (1%) plus
11 IPD (three point nine percent [3.9%]). If the State Legislature changes the way annual salary increases
12 are provided under RCW 28A.400.205, the parties agree to reopen this section to bargain the impact of
13 any such change.

14

15 **Section 19.4.**

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

18

19 **Section 19.5.**

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

22

23 **Section 19.6.**

24 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
25 such provision shall be renegotiated pursuant to Section 19.3.

26

27

28

29

30

31 **SIGNATURE PAGE**

32

33

34

35

36 PUBLIC SCHOOL EMPLOYEES OF
37 WASHINGTON / SEIU LOCAL 1948

38

39 HIGHLAND CHAPTER

40

41

42 BY: Melva St. George
Melva St. George (Aug 1, 2023 12:47 PDT)

43 Melva St. George, Chapter President

HIGHLAND SCHOOL DISTRICT #203

44

45 BY: Mark Anderson
Mark Anderson (Jul 25, 2023 11:50 PDT)

46 Mark Anderson, Superintendent

47

48 DATE: Aug 1, 2023

DATE: Jul 25, 2023



SCHEDULE A 23-24
SCHEDULE A
HIGHLAND SCHOOL DISTRICT

September 1, 2023 - August 31, 2024

Position	0-3	4-6	7-9	10-14	15-19	20+
	4.0%	4.0%	5.9%	6.9%	7.9%	8.9%
Secretarial						
Secondary (HHS/HJH) Head Secretary	\$24.34	\$24.84	\$25.71	\$26.49	\$26.87	\$27.25
Elementary (MWC/TIS) Head Secretary	\$22.59	\$23.18	\$23.85	\$24.53	\$24.91	\$25.26
Secretary (Central)	\$22.35	\$23.00	\$23.78	\$24.53	\$24.91	\$25.26
Elementary Secretary	\$20.68	\$21.42	\$22.08	\$22.84	\$23.19	\$23.54
Transportation Secretary	\$20.36	\$21.10	\$21.74	\$22.48	\$22.82	\$23.17
Secretary Sub Rate						
Food Services						
Food Service Lead	\$25.63	\$26.71	\$28.27	\$29.69	\$30.12	\$31.15
Food Service	\$18.93	\$19.31	\$19.42	\$19.69	\$20.01	\$20.33
Food Service Sub Rate						
Student Support						
C.O.T.A./S.L.P.A.	\$22.85	\$23.19	\$24.05	\$24.70	\$25.31	\$25.92
Sign Language Interpreter	\$20.43	\$21.15	\$21.84	\$22.57	\$22.92	\$23.28
School to Work & Secondary Library Services	\$19.38	\$20.12	\$20.71	\$21.41	\$21.75	\$22.09
Para Pro 2 - Life Skills, Preschool, Recruiter	\$19.52	\$20.25	\$20.85	\$21.55	\$21.88	\$22.22
Para Pro 1 - General Classroom Support	\$18.98	\$19.72	\$20.29	\$20.98	\$21.31	\$21.64
Para Sub Rate						
Transportation						
Transportation Lead	\$28.48	\$29.24	\$31.03	\$32.44	\$32.88	\$33.32
Mechanic	\$24.74	\$25.65	\$26.86	\$27.94	\$28.34	\$28.74
Drivers	\$24.74	\$24.91	\$25.37	\$25.72	\$26.11	\$26.49
Driver Sub Rate						
Extra Trip	\$24.92	\$25.08	\$25.62	\$25.97	\$26.34	\$26.72
Maintenance/Custodial						
Maintenance Lead	\$26.83	\$27.67	\$29.36	\$30.76	\$31.19	\$31.61
Head Custodian	\$24.40	\$24.69	\$25.21	\$25.61	\$26.00	\$26.37
Custodian	\$22.47	\$22.89	\$23.37	\$23.88	\$24.24	\$24.62
Grounds	\$21.95	\$22.73	\$23.56	\$24.42	\$24.80	\$25.16
Custodian Sub Rate						



SCHEDULE A 24-25

SCHEDULE A

HIGHLAND SCHOOL DISTRICT

September 1, 2024 - August 31, 2025

Position	0-3	4-6	7-9	10-14	15-19	20+
	3.9% + 1%	3.9% + 1%	3.9% + 1%	3.9% + 1%	3.9% + 1%	3.9% + 1%
<u>Secretarial</u>						
Secondary (HHS/HJH) Head Secretary	\$25.53	\$26.06	\$26.97	\$27.78	\$28.19	\$28.59
Elementary (MWC/TIS) Head Secretary	\$23.69	\$24.31	\$25.02	\$25.73	\$26.13	\$26.50
Secretary (Central)	\$23.45	\$24.12	\$24.95	\$25.73	\$26.13	\$26.50
Elementary Secretary	\$21.70	\$22.47	\$23.17	\$23.96	\$24.32	\$24.69
Transportation Secretary	\$21.35	\$22.13	\$22.80	\$23.58	\$23.94	\$24.30
Secretary Sub Rate						
<u>Food Services</u>						
Food Service Lead	\$26.88	\$28.02	\$29.66	\$31.15	\$31.60	\$32.68
Food Service	\$19.86	\$20.26	\$20.37	\$20.66	\$20.99	\$21.33
Food Service Sub Rate						
<u>Student Support</u>						
C.O.T.A./S.L.P.A.	\$23.97	\$24.33	\$25.22	\$25.91	\$26.55	\$27.19
Sign Language Interpreter	\$21.44	\$22.19	\$22.91	\$23.68	\$24.04	\$24.42
School to Work & Secondary Library Services	\$20.33	\$21.11	\$21.73	\$22.45	\$22.82	\$23.17
Para Pro 2 - Life Skills, Preschool, Recruiter	\$20.48	\$21.24	\$21.87	\$22.60	\$22.95	\$23.31
Para Pro 1 - Gen. Classroom Support	\$19.91	\$20.69	\$21.28	\$22.01	\$22.36	\$22.71
Para Sub Rate						
<u>Transportation</u>						
Transportation Lead	\$29.87	\$30.67	\$32.55	\$34.03	\$34.49	\$34.95
Mechanic	\$25.95	\$26.90	\$28.18	\$29.31	\$29.73	\$30.15
Drivers	\$25.95	\$26.13	\$26.61	\$26.98	\$27.39	\$27.78
Driver Sub Rate						
Extra Trip	\$26.14	\$26.39	\$26.87	\$27.24	\$27.63	\$28.03
<u>Maintenance/Custodial</u>						
Maintenance Lead	\$28.15	\$29.03	\$30.80	\$32.27	\$32.72	\$33.16
Head Custodian	\$25.59	\$25.90	\$26.45	\$26.87	\$27.27	\$27.67
Custodian	\$23.57	\$24.02	\$24.52	\$25.06	\$25.43	\$25.82
Grounds	\$23.02	\$23.85	\$24.72	\$25.62	\$26.01	\$26.39
Custodian Sub Rate						



1 **ADDENDUM A**

2
3 **Fiscal**

4 For 2023-2024, wage rates for all employees in the Bargaining Unit shall be increased by a total of
5 four percent (4%) for years 0-6.

6
7 Longevity increases for:

8 Years 7 – 9 (5.9%)

9 Years 10 – 14 (6.9%)

10 Years 15 – 19 (7.9%)

11 Years 20 + (8.9%)

12
13 For 2024-2025, wage rates for all employees in the Bargaining Unit shall be increased by a total of one
14 percent (1%) plus IPD (three point nine percent [3.9%]).

15
16
17 **Incentive Pay for Education:**

18 Employees with the following training/certification/education will receive the incentive pay in in the
19 form of an annual stipend:

- 20
21 ▪ Completion of an Associate’s degree or technical certificate of at least sixty (60) college credit
22 equivalent: \$300/ year
- 23
24 ▪ Completion of a Bachelor’s degree or technical certificate of at least one hundred-twenty (120)
25 college credit equivalent: \$400/ year
- 26
27 ▪ Completion of a Master’s degree or technical certificate of at least one hundred-fifty (150)
28 college credit equivalent: \$500/ year

29
30 **Additional certification:**

31 Employees in the following job categories who have earned the following certifications shall earn an
32 annual stipend as indicated below:

- 33
34 ▪ Mechanic: up to seven ASE Certifications (National Institute for Automotive Service
35 Excellence) (**\$50 stipend per year per current certification up to seven**)
- 36
37 ▪ Maintenance: up to three certifications from the Society for Maintenance & Reliability
38 Professionals (SMRP) or other certifications deemed beneficial to the District such as asbestos
39 removal, emergency building/structure assessment; emergency search and rescue, etc. (**\$50**
40 **stipend per year per current certification**)
- 41
42 ▪ Groundskeeper: up to three certifications deemed beneficial to the District such as Pesticide
43 Application, etc. (**\$50 stipend per year per current certification**)
- 44
45 ▪ Food Service: up to four levels of Certification or Credential in School Nutrition through the
46 School Nutrition Association’s (SNA) Certification or Credential program. (**\$75 stipend per**
47 **year per current certification**)



- **Secretarial:** up to five certifications through the Professional Standards Program of the National Association of Educational Office Professionals (NAEOP). **(\$75 stipend per year per current certification)**

Driver Trainer:

Employees who work as Driver Trainers shall receive an additional one dollar (\$1.00) per hour while performing the responsibilities of the Driver Trainer position, with a minimum of one (1) hour paid.

Paraeducator Responsibility Pay Enhancements:

The District will increase the pay for Para Pro 2 on the Schedule A by twenty-five cents (\$0.25) per hour to compensate for the additional duties of paraeducators in Special Education dealing with medical/personal hygiene and behavior issues.

Paraeducator Certification Pay Enhancements:

Paraeducators who have earned the General Paraeducator Certificate shall earn a stipend of one hundred fifty dollars (\$150) per year for current certification.

Paraeducators who have earned the Subject Matter Certificate shall earn a stipend of one hundred fifty dollars (\$150) per year for current certification.

Paraeducators who have earned the Advanced Paraeducator Certificate shall earn a stipend of two hundred dollars (\$200) per year for current certification.

Employees may receive an annual stipend for either the General or Advanced Certification, whichever is greater, but not both. Subject Matter Certificates stipends will be granted in addition to the General or Advanced.











Highland CBA (2023-2025)

Final Audit Report

2023-08-01

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