

COLLECTIVE BARGAINING AGREEMENT BETWEEN
MEDICAL LAKE SCHOOL DISTRICT #326
AND
PUBLIC SCHOOL EMPLOYEES OF MEDICAL LAKE

SEPTEMBER 1, 2017 - AUGUST 31, 2019



PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948
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3 **P R E A M B L E**
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5 This Agreement is made and entered into between Medical Lake School District Number 326
6 (hereinafter “District”) and Public School Employees of Medical Lake, an affiliate of Public School
7 Employees of Washington/SEIU Local 1948 (hereinafter “PSE”). The parties agree that it has been
8 and will continue to be in their mutual interests and purposes to promote systematic and effective
9 employee-management cooperation; to confer and negotiate in good faith with respect to grievance
10 procedures and collective negotiations on personnel matters including wages, hours, and working
11 conditions; to promote effective methods of proper adjustment of differences; and to promote full and
12 reasonable employee participation in such personnel areas as are within the jurisdiction of the District.
13 In accordance with the provisions of the Public Employees’ Collective Bargaining Act RCW 41.56 and
14 regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained
15 therein, the parties agree as follows:
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19 **A R T I C L E I**
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21 **RECOGNITION AND COVERAGE OF AGREEMENT**
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23 **Section 1.1. PSE Exclusively.**

24 The District hereby recognizes PSE of Washington/SEIU Local 1948 as the exclusive representative of
25 all employees in the bargaining unit described in Section 1.3., and PSE recognizes the responsibility of
26 representing the interests of all such employees.
27

28 **Section 1.2. Bargaining Unit Defined.**

29 The bargaining unit to which this Agreement is applicable will consist of all classified employees in
30 the following general job classifications: Nutrition Service; Custodial/Maintenance, Technology,
31 Transportation, Secretarial, Paraeducator, Classified Specialist, and Supervisory Assistants.
32 Exempt positions include: Department Supervisors and Assistant Supervisors in Maintenance,
33 Nutrition Services, Technology, and Transportation (i.e. shop foreman), Director of Finance, Director
34 of Special Services, Payroll Officer, Accounts Payable Officer, Superintendent’s Secretary,
35 Administrative Office Secretary, Human Resources Specialist.
36

37 **Section 1.3. Classified Employee Definitions.**

38 A full-time classified employee is one who is contracted for twelve (12) months 260 or more days per
39 year.
40

41 A regular classified employee is one who is employed on a regular basis for less than twelve (12)
42 months per year.
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44 **Section 1.4. Substitute Employees.**

45 A substitute employee is one who fills in for another employee in their absence. Substitutes are limited
46 to negotiation of salary per Schedule A
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1 **Section 1.5. Temporary Assignments.**

2 A temporary assignment is one where an opening is created by a leave of absence or a position created
3 due to a short-term staffing need which does not warrant the posting of a permanent position; or a
4 position when extraordinary needs require a temporary appointment. A position will not be filled on a
5 temporary basis for more than twenty (20) workdays before opening and posting the position as
6 provided in Section 7.1. Temporary positions must have specific beginning and ending dates with the
7 exception of a health condition that prevents determining an end date.
8

9 If a regular employee is granted a temporary assignment, they will fill the position for the duration of
10 the leave. The employee will be allowed to return to his/her regular position at the conclusion of the
11 temporary vacancy. The position vacated by the regular employee may be filled by a substitute.
12

13 **Section 1.6. Job Descriptions.**

14 The District will provide current job descriptions for all positions covered by this Agreement upon
15 request. If a job description is changed, a copy of the changes will be given to the Association
16 President. The creation of a new position or major modification of an existing position will require
17 opening of this agreement for negotiations of an appropriate wage rate. Job descriptions will be related
18 to the evaluation document used to evaluate employees to insure performance related criteria. Update
19 of job descriptions will be completed in a timely manner.
20

21 **Section 1.7. Equal Applications.**

22 The provisions of this Agreement will be applied equally to all employees according to state and
23 federal statutes. Both the District and PSE will bear the responsibility for complying with this
24 provision of the Agreement.
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28 **ARTICLE II**

29 **DISTRICT RIGHTS AND PREROGATIVES**

30 **Section 2.1. District Rights.**

31 It is agreed that the customary and usual rights, powers, functions, and authority of management are
32 vested in management officials of the District. Included in these rights in accordance with and subject
33 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
34 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
35 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
36 release employees from duties because of lack of work or for other legitimate reasons. The District
37 will retain the right to maintain efficiency of the District operation by determining the methods, the
38 means and the personnel by which operations undertaken by the employees in the unit are to be
39 conducted.
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43 **Section 2.2. Reasonable Rules and Regulations.**

44 The right to make reasonable rules and regulations will be considered acknowledged functions of the
45 District. In making rules and regulations relating to personnel policies, procedures and practices, and
46 matters of working conditions, the District will give consideration to the rights of Public School
47 Employees of Washington/SEIU Local 1948 and to the obligations imposed by this Agreement.
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3 **ARTICLE III**
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5 **EMPLOYEE AND ASSOCIATION RIGHTS**
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7 **Section 3.1. Administrative Channels.**

8 Nothing in this Agreement will deny the right of the employee to utilize the existing and customary
9 administrative channels to present their views to the District management.
10

11 **Section 3.2. Right to Join or Not Join.**

12 Employees subject to this Agreement will have the right to join or not to join PSE in accordance with
13 Article XVI of this Agreement. Neither the District nor PSE will attempt to influence any employee in
14 their decision through threat, coercion, discrimination or any other act illegal under the laws of the
15 State of Washington.
16

17 **Section 3.3. Matters of Concern.**

18 Each employee will have the right to bring matters of concern to the attention of appropriate
19 Association representatives and/or officials of the District. Employees will have the right to
20 Association representatives present at such meetings.
21

22 **Section 3.4. Non-Discrimination.**

23 Neither the District, nor the Association will discriminate against any employee subject to this
24 agreement on the basis of race, religion, age, marital status, sexual orientation, color, national origin,
25 gender, or because of a disability with respect to a position, the duties of which may be performed
26 efficiently by an individual without danger to the health or safety of the disabled person or others.
27

28 **Section 3.5. Representation Rights.**

29 Employees subject to this Agreement will have the right to freely exercise all rights extended them by
30 statute or by the terms and conditions of this Agreement. Included in these rights will be the right to
31 have a local PSE representative at any meeting between the employee and their Building
32 Principal/Position Supervisor where the employee reasonably believes the discussion will result in
33 formal disciplinary action. The employee will notify the principal/supervisor in advance of the meeting
34 that a PSE representative will be present.
35

36 **Section 3.6. Association Leave.**

37 The District will provide up to fifteen (15) release days for the PSE Chapter President and/or designee
38 to conduct Association business.
39

40 **Section 3.7. PSE Representative.**

41 The parties agree that for the purpose of carrying out the terms of this Agreement, the PSE
42 representative will have the right to enter and visit the work area where covered employees work
43 during regular working hours provided that the PSE representative will in no way stop, hamper or
44 obstruct the normal flow of work and that the PSE representative will first contact the Building
45 Principal/Transportation Supervisor and will indicate the probable length of time to be on District
46 premises, and the employees to be contacted.
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Section 3.8. Notice of Grievance.

The Association will be notified by the District of any grievance action brought by any employee in the bargaining unit. The Association is entitled to have an observer at such grievance hearings conducted by the District. The Association representative may make known the Association’s views concerning the case.

Section 3.9. Health Services to Students.

The District will comply with the provisions of Washington State Law regarding students with diabetes, catheterization of students and any other medical services covered under the parameters of the law. Unlicensed employees asked to administer medications or perform nursing services not previously recognized in law will be provided the training and right of refusal as described in the respective code.

Section 3.10. School Calendar.

The District agrees to meet and confer regarding the calendar, as required by Washington State law, in conjunction with all District employee groups. Changes required during the year due to weather conditions and/or other emergency-type problems will be made by the District. The Association, in conjunction with all District employee groups, will be consulted before days are designated to make up missed time due to “school closure.”

Section 3.11. Emergency Closure.

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the district will make every effort to notify each employee of such closure. It is the employee’s responsibility to retrieve phone messages, listen to news reports, and make every effort to obtain information on school closures. If employees are unable to work due to an emergency school closure, and the school day is not made up, the employees will have the option to use one of the following:

- Use emergency leave, sick leave, personal leave or vacation; or
- Work the hours lost; or
- Take a deduction in pay.

Section 3.12. Late Starts.

In the event of a late start due to inclement weather or other circumstance, employees are required to report as soon as safely possible, but no later than the beginning of school. Time loss option in Section 3.11. will apply.

Section 3.13. Bulletin Boards.

The District will provide bulletin boards for use by the Association, with the number and location of such boards to be as mutually agreed. Materials posted will conform to law, and will not reflect negatively on the District, its management and its employees. Courtesy copies of material to be posted will be provided the building principal or administrator and the Superintendent at the time of posting.

The District will not assume the responsibility of or any liability for material posted.



1 **Section 3.14. In-District Mail.**

2 The Association will have the use of the interschool mail facilities for distribution of appropriate
3 Association communication
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7 **ARTICLE IV**

8 **SAFETY**

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11 **Section 4.1. Safe Work Environment.**

12 The District and the Association agree that all employees have the right to work in a respectful, safe
13 and civil environment free from harassment, intimidation, bullying or retaliation. Any employee who
14 has a concern is encouraged to report the concern and to see resolution. Due process requirements do
15 not allow the District to guarantee anonymity during the investigatory or resolution processes.
16

17 **Section 4.1.1. Informal Process.**

18 Employees are encouraged to first bring their concern directly to their fellow employee(s). A
19 supervisor and association representative may be present to facilitate a resolution.
20

21 **Section 4.1.2. Formal Process.**

22 Employees may initiate a formal complaint process even if the informal complaint process is
23 being utilized. All formal complaints will be in writing and set forth the specific acts or
24 circumstances alleged to have occurred. The administrator or Human Resources Specialist will
25 investigate the allegations and determine what, if any, corrective actions are necessary.
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27 **Section 4.2. First Aid Training.**

28 The School District will make available first aid courses to all classified employees if required as a
29 condition of employment. Employees will be paid their regular rate of pay for the time in training.
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33 **ARTICLE V**

34 **LABOR/MANAGEMENT MEETINGS**

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37 **Section 5.1. Meetings.**

38 The District and PSE will conduct labor/management meetings for the purpose of resolving problems
39 that may arise relative to the administration of this Agreement. Meetings may be conducted
40 periodically on the request of the Superintendent, their designee, the PSE President, or the authorized
41 Unit Representative. The Superintendent or their designee(s) will meet with the local PSE President
42 and other local PSE designees on mutually agreed upon dates.
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44 **Section 5.2. Minutes.**

45 Minutes may be taken and an agenda prepared in advance of each meeting. If minutes are taken by
46 either party they will be shared with the other party.
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ARTICLE VI

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 6.1. Negotiable Items.

It is understood and agreed that matters appropriate for conferring and negotiation between the District and PSE, in accordance with RCW 41.56.030 (4), are matters involving wages, hours, grievance procedures, and working conditions of employees subject to this Agreement.

ARTICLE VII

POSTING AND HIRING

Section 7.1. New and Open Positions.

When a new or vacated position is open in any classification, notice will be posted by the District for five (5) workdays on the district website.

Postings will be made as soon as possible after the District is apprised in writing of the opening and the District will attempt in good faith to fill vacant positions within thirty (30) workdays of their posting. The timelines, as above, may be extended under unusual circumstances upon mutual consent of the parties. It will be the responsibility of the individual employees to keep themselves apprised of all postings. A copy of each posting will be sent to the President of the local PSE Chapter.

In the transportation classification when posting for routes that become available after the annual route bidding process, the position will be posted and filled by seniority, in a twenty-four (24) hour period. The transportation supervisor will use the seniority list to poll drivers (employees) for their preference for the open or new position.

Section 7.2. Position Increases.

If a position is permanently increased by more than thirty (30) minutes in the course of a school year, the District will re-post the entire position.

Section 7.3. Promotion.

The term "promotion" will mean the advancement of an employee to a higher paying assignment of work within their job classification. When a position opens within a job classification that would result in a promotion, the District will post the position inside the District pursuant to Section 7.1. Prior to screening applicants, the District will set a minimum score for the screening. Should the applicant(s) meet or exceed the cutoff scores the District will fill the opening from within the inside candidate pool. If no inside applicant meets the cutoff the District will open the position outside. The applicant who is most qualified for the position advertised by virtue of training, experience, performance in other positions, references, performance on District interviews and skills tests will be the person selected regardless of employment in the district, or seniority. When qualifications are substantially equal between applicants the person employed in the District, and with the most seniority, will fill the position.

1 **Section 7.4. Cross-Classification Openings.**

2 When openings occur in a bargaining unit position, and no one within the classification applies, the
3 District may post the position both inside and outside the District pursuant to Section 7.1. The
4 applicant who is most qualified for the position advertised by virtue of training, experience,
5 performance in other positions, references, performance on District interviews and skills tests will be
6 selected for the position. If qualifications, abilities and skills are substantially equal, the employee
7 with the earliest District hire date will have preference for the position.
8

9 **Section 7.5. Testing.**

10 Testing will be accepted as a valid tool for measuring ability, provided the test is directly related to the
11 qualifications required for the open position. The District maintains the right to establish standard
12 scores/levels of competency.
13

14 **Section 7.6. New Hire Probation.**

15 The first forty five (45) permanent workdays of employment will constitute probationary during which
16 time seniority will not apply and during which time the District may discharge such employee at its
17 discretion without recourse to the Grievance Procedure. No vacation may be taken before the
18 completion of the probation period. Upon completion of the probationary period, the employee will be
19 subject to all rights and duties contained in the Agreement retroactive to the hire date.
20

21 **Section 7.7. New Classification Probation.**

22 The first thirty (30) permanent workdays of employment in a new classification will constitute a
23 probationary period during which time seniority will not apply, and during which time no vacation
24 may be taken before the completion of the probation period. Upon completion of the probationary
25 period the employee will be subject to all rights and duties contained in this Agreement retroactive to
26 the hire date. If an employee fails to qualify, that employee will be reinstated to a position equivalent
27 to that which was previously occupied without loss of seniority in the former general job classification.
28

29 **Section 7.8. Trial Period.**

30 When an employee changes to any other position and/or location within their classification, the first
31 twenty (20) workdays of employment may constitute a trial period, at the supervisor’s discretion, in
32 which to qualify in the new assignment. If an employee fails to qualify, that employee will be
33 reinstated to a position equivalent to that which was previously occupied without loss of seniority in
34 the former general job classification. During the twenty (20) workday qualification period, the District
35 will hire a substitute. Posting of the employee’s original position will occur at the end of the twenty
36 (20) workdays.
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40 **ARTICLE VIII**

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42 **EMPLOYEE RECORDS**

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44 **Section 8.1. Current Address and Phone Number.**

45 All classified employees will maintain current address and telephone numbers with the District office
46 and their respective administrator.
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2 **Section 8.2. Personnel File.**

3 There will be only one (1) personnel file for each employee. These files will be kept in the
4 Superintendent's office and employees will be permitted to inspect these files upon request to the
5 Superintendent and/or the Superintendent's designee. At the request of the employee and at employee
6 expense, a copy of each item placed in their personnel file will be provided the employee within ten
7 (10) workdays of said request. No materials concerning grievances will be added to this file unless
8 requested by the employee.
9

10 No medical record, evaluation, correspondence, or any material making any derogatory references to
11 anything other than an employee's work performance or their ability to perform their job will be placed
12 in the personnel file. In the event that derogatory remarks as permitted above are placed in any
13 employee's personnel file, the affected employee will be notified of its inclusion, the author, and will
14 be allowed to attach written comments to the item(s) being included.
15

16 Derogatory materials may be removed from the employee's file upon written request from the
17 employee and the approval of the Superintendent two (2) years from the date of insertion. Should the
18 removal of the material be denied, the Superintendent will meet with the employee to discuss the
19 reason(s).
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22 **Section 8.3. Evaluations.**

23 The Building Principal, Maintenance Supervisor, and/or the employee's Position Supervisor, as noted
24 on the job description will be responsible for the evaluation of employees. The evaluation may include
25 input from a certificated staff member who works closely with the employee. All employees will be
26 evaluated with the appropriate evaluation form.
27

28 All employees newly employed by the District will be evaluated within the first forty five (45) of the
29 commencement of their employment.
30

31 Less than twelve (12) month employees, including new employees, will be evaluated annually, such
32 evaluations to be completed no later than the last day of the school year, of the year in which the
33 evaluation takes place. All twelve (12) month employees will receive their evaluation no later than
34 August 1 of each calendar year. The employee will sign and be given a copy of the evaluation report.
35 The signature of the employee does not, however, imply that the employee agrees with the contents of
36 the evaluation report. Employees may attach comments as desired. Comments will be received in the
37 District Office within twenty (20) calendar days after receipt of the evaluation, unless mutually agreed
38 to extend the time period.
39

40 All performance evaluations reflecting an unsatisfactory level of performance in two (2) or more
41 categories will state specific reasons for the unsatisfactory rating and a plan for improvement. The
42 employee's performance will be reviewed within forty five (45) workdays. The employee may have
43 an Association representative present during the reviews. A written statement of the progress and/or
44 correction of the unsatisfactory performance will be attached to the evaluation.
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ARTICLE IX

PRIOR WORKING EXPERIENCE

Section 9.1. No Previous Experience.

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

Section 9.2. Changing Classifications.

Classified employees moving from one classification to another within the bargaining unit will retain their District experience on the salary schedule, their accumulated leave benefits, and will receive credit for all years worked (on a FTE basis) on the vacation schedule. Similar credit will be given for experience gained in any school district in the State of Washington in accordance with state law.

ARTICLE X

SENIORITY RULES

Section 10.1. District Hire Date.

The seniority of an employee within the bargaining unit will be established as of the date on which the employee began continuous daily employment (hereinafter called "District hire date"). The hire date will be the date on which the employee first began work as a regular employee as determined by approval for hire by the School Board of Directors. In the event that the employee receiving Board approval has been filling the position on a temporary or substitute basis immediately prior to the approval, seniority and longevity will be approved retroactive to the actual date of hire.

One (1) Year Only hires will receive seniority.

Section 10.2. Classification Hire Date.

The seniority of an employee within a classification will be established as of the date on which the employee began continuous daily employment within the classification (hereinafter called "Classification Hire Date").

Section 10.3. Losing Seniority Rights.

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

- Resignation
- Discharge for just cause
- Abandonment of position
- Retirement
- Employees in layoff status in excess of two (2) years



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2 **Section 10.4. Seniority Rights Not Lost.**

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

- 4 • Time lost by reason of industrial accident, industrial illness or judicial leave
 - 5 • Time on leave of absence granted for the purpose of serving in the Armed Forces of the
6 United States
 - 7 • Time spent on other authorized leaves
 - 8 • Time spent in layoff status as hereinafter provided
- 9

10 **Section 10.5. Seniority List.**

11 A seniority list with the employees' names, position, District hire date, and hire dates for current
12 classifications will be provided to the PSE membership department annually in October, electronically,
13 with a copy provided to the association president. Additional updated seniority lists will be provided
14 upon request.

15

16 **Section 10.6. Seniority Rights.**

17 The employee with the greater seniority within each job classification will have absolute preferential
18 rights regarding shift selection and vacation periods. The employee with the greater District seniority
19 will have preferential rights regarding assignment to new or open jobs or positions within their job
20 classification, transfers, and layoffs when ability and performance are substantially equal with junior
21 employees. If the District determines that seniority rights should not govern because a junior
22 employee possesses ability and performance greater than a senior employee or employees, the District
23 will set forth in writing to the employee or employees and the organization's local President its
24 reason(s) why the senior employee or employees have been bypassed.

25

26 **Section 10.7. New Hires.**

27 New hires and new employees in a general job classification will start at the bottom of the seniority list
28 regardless of their placement in the salary schedule.

29

30 **Section 10.8. Transportation Seniority.**

31 In the transportation classification seniority will be first by specific job title, then by general job
32 classification, and any seniority rights provided for herein will be based on this seniority.

33

34 **Section 10.9. Drawing of Lots.**

35 When two (2) or more employees start work on the same date, and have the same District Hire Date, a
36 draw of lots will be held to determine their ranking on the seniority list.

37

38 **Section 10.10. Maintaining and Accruing Seniority.**

39 When employees change from one classification to another within the bargaining unit, they will retain
40 their seniority rights within their former classification for a period of one (1) year, notwithstanding that
41 they have acquired a new hire date in their new classification. Seniority rights will accrue only when
42 an employee is actively working within a classification.

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ARTICLE XI

LAYOFF, DISPLACEMENT AND RECALL PROCEDURES

Section 11.1. Layoff/Recall Order.

In the event of layoff, the last employee hired, within the general job classification (as per Section 10.2) will be the first employee laid off and conversely, in recalling, the last employee laid off, within the general job classification, will be the first employee recalled.

Section 11.2. Reemployment List.

In the event of layoff, the District will first meet and confer with PSE. Employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. If the employee is on layoff and new or open positions are posted, current employees will have priority in classification. Employees on layoff status will have priority over junior employees and outside candidates in filling open and new positions. Names will remain on the reemployment list for two (2) years.

Section 11.3. Position Displacement.

The employee with the earliest classification hire date will have absolute preferential rights regarding layoff. The senior employee has the right to retain hours and pay within their job classification and the sub-classification of current employment above junior employees in that sub-classification. (A junior employee is any employee with a later classification hire date in that sub-classification.)

A senior employee, who has been displaced, will also have the right to displace a junior employee within their classification whose position is a sub-classification of less pay to avoid being placed on the layoff list, if there is no position available (if there is no one junior to them with similar hours) in their sub-classification.

In the Paraeducator classification, the displaced senior employee must possess the skills, competencies and meet the Paraeducator requirements of Special Education and/or Title-I buildings in order to displace a junior employee.

The procedure as attached in Addendum A will be used in a displacement situation.

Section 11.4. Maintain Current Contract Information.

It will be the sole responsibility of the employee who is laid off to notify the District of a change of address and/or telephone number.

Section 11.5. Forfeiting Employment Rights.

An employee will forfeit rights to reemployment as provided in Section 11.2. if the employee does not comply with the requirements of Section 11.3., or if the employee does not respond to the offer of reemployment within five (5) workdays.

Section 11.6. Reemployment Rejection.

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

1 **Section 11.7. Substitute List.**

2 Employees that are laid off and maintain their position on the seniority list pursuant to Section 10.5.
3 and Section 11.2 will be included on the substitute list at their option and be called to work pursuant to
4 Section 11.1.

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6 **ARTICLE XII**

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8 **LEAVES**

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10 **Section 12.1. Sick, Injury, and Emergency Leave (Hereinafter referred to as “Sick Leave”).**

11
12 **Section 12.1.1. Sick Leave.**

13 Employees working the regular school term or more per year will earn twelve (12) days of sick
14 leave. Such leave will accumulate to a maximum equal to the number of days an employee
15 works each year. Sick leave will be paid on the basis of the base salary rate applicable to the
16 employee’s normal daily work shift at the time sick leave is taken. Absences will be charged as
17 sick leave on an hourly rate.

18
19 Situations involving injury or illness to the employee or members of the employee’s immediate
20 family with a health condition that requires treatment or supervision, will be considered a
21 proper use of sick leave. Leaves approved for Family Medical Leave will be according to
22 Board policy and may be covered by sick leave.

23
24 Emergency leave may be granted for no more than five (5) days per year and may be taken in
25 the case of emergencies as defined in the following:

- 26 • An emergency arises out of unforeseen and unexpected circumstances which create an
27 air of crisis or extreme need. The circumstances must present a grave and clear danger
28 that imminently threatens physical or mental health or would result in irremediable
29 harm or in immediate disaster to life or property unless some action is taken.
- 30 • A written application for emergency leave must be returned to the district office on the
31 day of return to school. Such leave is deducted from sick leave.

32
33 **Section 12.1.2. Sick Leave Sharing.**

34 An employee may choose to donate portions of his/her accumulated sick leave, to come to the
35 aid of another named employee who has depleted his/her annual leave and sick leave reserve
36 and is suffering from an extraordinary or severe illness, injury, impairment, or physical or
37 mental condition which has caused or is likely to cause the employee to take an extended leave
38 without pay or to terminate his/her employment. An employee may transfer a specific amount
39 of sick leave to an employee requesting shared leave only when the donating employee retains
40 a minimum of one hundred seventy six (176) hours of sick leave after the transferred leave will
41 be calculated on an hours-donated and hours-received basis. Any leave transferred which
42 remains unused will be returned at its original value to the employee or employees who
43 transferred the leave when it is found that the leave is no longer needed or will not be used at a
44 future time in connection with the illness or injury for which the leave was transferred or any
45 other qualifying condition. The value of the unused leave which was transferred by more than
46 one employee will be returned on a pro rata basis. The Superintendent and/or Association
47 representative may, if appropriate, require a healthcare provider statement confirming the
48 extent and/or severity of the illness, injury or impairment. (In accordance with state law)



1 **Section 12.1.3. Sick Leave Incentive Program.**

2 In January of the year following any year in which a minimum of sixty (60) days of leave for
3 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
4 option to receive remuneration for unused leave for illness or injury accumulated in the
5 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
6 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for
7 illness or injury for which compensation has been received will be deducted from accrued leave
8 for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.
9 (In accordance with state law)

10
11 At the time of separation from school district employment due to retirement or death, an
12 eligible employee or the employee's estate will receive remuneration at a rate equal to one (1)
13 day's current monetary compensation for each four (4) full days accrued leave for illness or
14 injury.

15
16 **Section 12.1.4. VEBA.**

17 Participation in VEBA I for retirement sick leave cash-out is allowed. However, the PSE group
18 will need to decide annually if they wish to continue to allow participation in VEBA I. If so,
19 the PSE President will need to annually sign an agreement with the School District to allow this
20 benefit to continue.

21
22 **Section 12.2. Family Medical Leave.**

23 The District will provide leave in accordance with Federal and State law. Any requests for special
24 consideration beyond the limits of this section must be accompanied by verification of the necessity of
25 absence including a statement from the physician, if appropriate. Requests will be routed through the
26 Building Principal/Position Supervisor to the Administrative Council, which body will review and
27 render a decision on the matter.

28
29 **Section 12.3. Industrial Insurance Leave.**

30 In the event that employees are absent for reasons which are covered under State Industrial Insurance,
31 the employee will have the option of taking time loss payments only as distributed through the
32 Northeast Washington Workers Compensation Cooperative or instituting the buy-back option. The
33 buy-back option provides for use of accumulated sick leave for which the injured employee would
34 receive payment by the District and return endorsed workers compensation cooperative checks to the
35 District to buy back a portion of the used sick leave. If this option is chosen, it would be in effect until
36 accumulated sick leave was exhausted and then the employee would keep time loss payments only.
37 Under no circumstances will an employee be allowed to keep both District payment for sick leave and
38 time loss payment. The District reserves the right to place the returning employee in a light duty
39 position.

40
41 **Section 12.4. Judicial Leave.**

42 Leaves with pay will be granted for jury duty or when subpoenaed to appear in a court of law. The
43 employee will notify the District when notification to serve on jury duty is received.

44
45 **Section 12.5. Leave of Absence.**

46 Upon recommendation of the Building Principal/Position Supervisor, through administrative channels
47 to the Superintendent, and upon approval of the Board, an employee may be granted a leave of absence
48 for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended

1 illness, one (1) additional year may be granted. The maximum leave will not exceed twenty four (24)
2 months.

3
4 The employees on leave must notify the Superintendent in writing no later than thirty (30) calendar
5 days prior to the end of the leave regarding plans to return to work, or the employee's right to return is
6 forfeited.

7 The returning employee will be assigned the same position or, if such position is not available, to a
8 position of equal status and pay to that which they occupied before the leave of absence.

9
10 Employees hired to fill positions of employees on leave of absence will be hired for a specific period
11 of time, during which time they will be subject to all relevant provisions of this Agreement. It is the
12 responsibility of the District to make available to such employees copies of these provisions.

13
14 The employee will retain sick leave and seniority rights while on leave of absence. However, sick
15 leave and seniority will not accrue while the employee is on leave of absence; provided, however, that
16 if such leave is approved for extended illness or injury, seniority will accrue for a maximum of twenty-
17 four (24) months.

18 19 **Section 12.6. Maternity Leave.**

20 Absences for reasons of maternity will be treated as normal sick leave. Leave of absence without pay
21 may be granted by the Board upon recommendation of the Superintendent after accumulated sick leave
22 is exhausted. An employee will notify the Building Principal/supervisor in writing of the expected
23 date of leave and will do so at least ninety (90) days before that date. Family medical leave is also
24 available after maternity leave ends and will be granted according to Board policy.

25
26 An employee will receive accumulated sick leave during actual disability caused by pregnancy,
27 miscarriage, abortion, childbirth and recovery from these conditions provided, however, that the
28 employee works up to the day her physician sets as the beginning of the disability.

29
30 An employee absent for maternity reasons must decide within sixty (60) calendar days after the birth of
31 her child whether she is going to return to work or whether she intends to take family medical leave,
32 have a leave of absence (for not more than one [1] school year), or resign. Her decision must be in
33 writing. If her decision is to return to work, she must tell the District the specific day she will return to
34 work, which will be no later than sixty (60) calendar days following the birth of her child, providing
35 that her return is approved by her physician.

36
37 Sick leave will end following the birth of the child on the date the physician indicated the employee
38 can return to work. However, if family leave is approved, sick leave may be used according to Board
39 policy.

40
41 If sick leave is exhausted during the period of physical disability, the employee will be automatically
42 placed on leave-without-pay status. An employee taking maternity leave (for this period of actual
43 disability) will be returned to the same position, if available, or if such position is not available, to an
44 equivalent position upon returning to work.

45
46 For purposes of child rearing and/or care, a leave of absence without pay as provided for in Section
47 12.5. of this Article may be granted to either parent of a newborn child. This section will also apply to
48 adoptions.

1 **Section 12.7. Paternity Leave.**

2 Paternity leave is covered under Sick Leave, Emergency Leave or the Family Medical Leave Act
3 (RCW 28A.400.300)
4

5 **Section 12.8. Bereavement Leave.**

6 Without deduction from sick leave, each employee shall be entitled to:

- 7 • Up to five (5) days of leave for each occurrence of death in the immediate family.
 - 8 • Up to two (2) days of leave for the death of a loved one outside the immediate family.
- 9

10 In cases of extenuating factors, such as long travel distances, the employee may request additional days
11 which may be approved at the discretion of the Superintendent.
12

13 **Section 12.9. Personal Leave.**

14 Employees will be granted four (4) days of personal leave per year, with the approval of their Building
15 Principal/Position Supervisor. Such leave is granted on a first come, first serve basis. This leave will
16 not be deducted as sick leave.
17

18 The employee will provide the Building Principal/Position Supervisor written notice two (2) full days
19 in advance. The Building Principal/Position Supervisor has the right to limit the number of employees
20 per day on Personal Leave.
21

22 The employee may elect to accumulate Personal Leave to a maximum of five (5) days. Up to two (2)
23 days may be carried over at the end of each year in lieu of year-end compensation as provided herein.
24 By the last day of school, the employee must notify the District Office of their intent to cash-out and/or
25 accumulate days. Failure to notify the District Office will result in cash-out only. No more than three
26 (3) days may be cashed out in any year. In the event the employee chooses to cash-out days, they will
27 be compensated at the substitute rate of pay.
28

29 **Section 12.10. Faith or Conscience Leave.**

30 Each employee covered by this Agreement is entitled to two (2) unpaid days per year for a reason of
31 faith or conscience or an organized activity conducted under the auspices of a religious denomination,
32 church, or religious organization unless such leave will pose an undue hardship as set forth in the law.
33

34 **Section 12.11. Domestic Violence Leave.**

35 The District will provide leave in accordance with law which allows victims of domestic violence,
36 sexual assault, or stalking to take reasonable leave from work to take care of legal needs and obtain
37 health care. Such leave will be with or without pay at the employee's discretion. Employees may also
38 take reasonable leave to help a family member obtain needed treatment or services. For this section,
39 family members include a child, spouse, parent, parent-in-law, grandparent or a person whom the
40 employee is dating.
41

42 **Section 12.12. Leave Without Pay.**

43 An employee may request leave without pay for personal purposes after personal leave is exhausted
44 and no other leave in this article is appropriate. Requests for unpaid leave should be made as far in
45 advance as possible and may be denied if substitute coverage is not available. Such leave shall be
46 limited to five (5) days during any school year, unless additional leave is authorized by the
47 superintendent.
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ARTICLE XIII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 13.1. Right to Discipline or Discharge.

The District will have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause will be resolved in accordance with the grievance procedure hereinafter provided.

Section 13.2. Progressive Discipline.

When discipline or discharge is to be imposed on an employee, the principles of progressive discipline will apply. Progressive discipline may include, but not be limited to, oral warning, written reprimand, suspension without pay, and discharge. Some charges of a serious nature may require omitting some of these steps.

Section 13.3. Discipline Notice.

Discipline notice to the employee will be made within ten (10) workdays from when the District has knowledge of the violation. The District will inform the employee of their right to Association representation. The District will notify the PSE President of disciplinary action being imposed on employees of the bargaining unit. Except in case of discharge the nature of the employee's offense will not be communicated to the President without consent of the employee.

ARTICLE XIV

TERMINATION OF EMPLOYMENT

Section 14.1. Termination Notice.

Termination of employment will require not less than thirty (30) calendar days of notice by the employee or District, as the case might be, except when an employee is terminated for the reasons listed in Article XIII, Section 13.2., the provisions of Article XIII will apply. In situations not involving termination for such reasons, the parties may mutually waive the thirty (30) calendar days' notice requirement.

Section 14.2. Rehire Notice.

The District will notify each employee covered by this Agreement on or before June 30, if they are not to be rehired for the ensuing year. Lack of notification will be considered as a rehire notice. Contracts will be issued at the conclusion of negotiations and when new salary schedules are established.

ARTICLE XV

HOURS OF WORK

Section 15.1. Workweek.

The normal workweek will be five (5) consecutive workdays, Monday through Friday, except for those employees specifically designated by the District to work on Saturday and/or Sunday.

1 **Section 15.2. Shifts.**

2 Each employee will be assigned a definite shift with designated times for beginning and ending. The
3 District reserves the right to adjust these shifts with one week’s notice, except in case of an emergency.
4

5 **Section 15.2.1. Notification.**

6 Employees will be notified at the beginning of the school year as to their job title, scheduled
7 hours of work, lunch and breaks, hourly rate of pay, and the name and contact information of
8 their immediate supervisor.
9

10 **Section 15.3. Meals and Break Periods.**

11
12 **Section 15.3.1. Full-Time (Year Round) Employees Shifts.**

13 Full-time employee’s normal work shift will consist of eight and one-half (8½) hours for eight
14 (8) hours compensation, including a thirty (30) minute unpaid, uninterrupted lunch period, as
15 specifically designated by their supervisor, as near the middle of the shift as is practical and
16 also includes an uninterrupted fifteen (15) minute first-half rest break and a fifteen (15) minute
17 second-half rest break. Employees may leave the work site during their lunch period.
18

19 **Section 15.3.2. Regular Employees Shifts.**

20 Employees assigned to a shift less than the full-time, year round, shift defined above, such
21 shift(s) will include the following break and lunch periods to be implemented as near the
22 middle of the shift as is practicable:
23

24 3 hours or less work shift	No rest period
25 3 ¼ to 5 hours work shift	Fifteen (15) minute break
26 5 ¼ to 7 hours work shift	Fifteen (15) minute break, thirty (30) minute 27 Unpaid, uninterrupted lunch break
28 7 ¼ to 8 hours work shift	Fifteen (15) minute break in each half shift, thirty (30) 29 Minute unpaid, uninterrupted lunch break

30
31 If employees need a short rest period during this group of shifts, due to the nature of the job
32 responsibility, it should be worked out with their respective supervisor.
33

34 **Section 15.3.3. Working through Lunch.**

35 Employees required to work through regular lunch periods will be given time to eat at a time
36 agreed upon by the employee and their supervisor.
37

38 **Section 15.4. Differential Pay.**

39 Employees who are requested to work in another position by their Building Principal/Position
40 Supervisor to fill a shift occupied by a higher paid employee will receive compensation equal to that
41 normally paid for that position for all hours worked in that position, using the employee’s current years
42 of experience.
43

44 **Section 15.5. Call Back.**

45 Employees who are called back to work after the completion of their daily shift will receive a
46 minimum of two (2) hours pay, other than bus drivers.
47
48



1 **Section 15.6. Additional Time.**

2 Time requested by Building Principal/Position Supervisor to work outside of the normal shift is
3 considered additional time. It is the employee's choice whether this time is compensated utilizing
4 overtime (if over forty (40) hours), or flexed by exchanging time worked for time off.
5

6 **Section 15.7. Paraeducators.**

7 Paraeducators may be compensated at least one (1) day during the week before the school year starts
8 and one (1) day after the close of the school year to work with the teacher in their classroom. This
9 time is not mandatory and needs to be approved by the Building Principal/Position Supervisor before
10 hours are worked.
11

12 **Section 15.8. Flex Time.**

13 Employees may request to flex their time to make a change in their shift when the absence does not
14 require coverage of their position by a substitute. Flex time will be used upon mutual agreement
15 between the employee and their Building Principal/Position Supervisor.
16

17 **Section 15.9. Overtime.**

18 All hours worked in excess of forty (40) hours in one (1) week will be compensated at one and one-
19 half (1½) times the employee's applicable base hourly rate, including after school programs for
20 academic activities and building and district committees.
21

22 **Section 15.10. Custodial.**

23 **Section 15.10.1. Chapter Meetings.**

24 Night Custodians will be permitted time off from work to attend local PSE chapter meetings.
25
26

27 **Section 15.10.2. Summer Hours.**

28 During summer vacation the District will allow the custodians to work ten (10) hour days as per
29 their contracted hours, provided the school district buildings have coverage Monday through
30 Friday with at least one (1) custodian. This provision is optional for each school.
31

32 **Section 15.10.3. Shift Leader.**

33 When there are two (2) custodians working the 2:30 pm to 11:00 pm shift with no Lead
34 Custodian on duty, the custodian with the most seniority will be designated as shift leader and
35 given the authority to make minor decisions and will direct substitutes in their duties.
36

37 **Section 15.11. Transportation.**

38 Recognizing that personnel in the transportation classification present special shift concerns, the
39 parties agree that shifts will be established in that classification in relation to routes and driving time
40 required to fulfill tasks assigned by the Supervisor of Transportation. Regular routes are defined as; an
41 AM and PM route; Special Education route; Midday runs (pre-school/special education); and Skills
42 Center runs.
43

44 Bus drivers on daily routes will receive pay plus thirty (30) minutes per day for pre-trip, paperwork,
45 warm-up, care and cleaning of buses, as reported on the daily log. Drivers using more than one bus per
46 day will receive fifteen (15) minutes per additional bus used. Drivers will be expected to use ten (10)
47 of their pre-trip minutes prior to each route.
48

1 No driver will receive less than one and one-half (1-1/2) hours compensation (includes pre-trip and
2 clean-up) per route shift.

3
4 Activity runs will be compensated at a minimum of one (1) hour (includes pre-trip and clean-up).
5 Shuttle runs will be compensated at actual time. Drivers of routes not fulfilling the minimum time will
6 accumulate the unused time and the drivers may be assigned other tasks by the supervisor to fill this
7 time. Drivers will receive pay for all hours worked which exceed their normal daily route time.

8
9 Drivers and Bus Assistants will be paid for actual time spent at staff meetings called by the District. If
10 there is layover time between the end of the meeting and the drivers next scheduled drive time, the
11 driver will be paid the actual time spent at the meeting or one (1) hour whichever is greater.

12
13 When it is documented that a driver is unable to maintain discipline on the assigned routes, the driver
14 may be exchanged with that of another driver of equal hours up to a maximum of sixty (60) school
15 days, unless a longer period is mutually agreed to by both employees involved. Assistance will be
16 made 1to the driver.

17
18 Bus Drivers and Bus Assistants will be paid a maximum of one (1) hour per school month at their
19 current pay scale, for the purpose of cleaning the exterior of their assigned school bus. This time is to
20 be used on an as needed basis with prior permission from the supervisor. The time may be broken into
21 segments. This time will not be included in figuring FTE. A driver may have another transportation
22 employee wash their bus for the allotted pay. However, the driver assigned to the bus is responsible
23 for the results.

24
25 **Section 15.11.1. Extra Trip Rules.**

26 For the purpose of this section the following definitions will apply:

27
28 **Add-On Trips:** Add-on trips are those trips added to the trip list after the extra-trip list is bid.
29 Add-on trips are also trips, which are bid by a regular driver and then given up by that driver.
30 Add-on trips will be communicated to Transportation personnel by posting for a complete two
31 route combination (AM – PM route sequence or PM – AM route sequence), when time allows.
32 Add-on trips that are scheduled to leave before a two route sequence is completed will be
33 posted through one route time frame. Short notice trips will be assigned by the Transportation
34 Supervisor or designee in person or phone call (no messages will be left) by seniority to the
35 first available driver. Add-on trips will be assigned by seniority within the time frame they are
36 to be assigned. (Midday routes and activity routes do not affect the above process). Drivers/Bus
37 Assistants circling trips on the add-on posting should number their choices.

38
39 **Non-Bid Trips:** A non-bid trip is a trip not bid for by a regular driver during the last workday
40 of the week bid process.

- 41 A. All extra trips will be compensated at the driver's base hourly rate for the duration of
42 the trip. Drivers will arrive at the school fifteen (15) minutes prior to departure. Trip
43 time will start at pre-trip and end after the bus is cleaned and parked. The
44 Transportation Supervisor will make assignment of busses for extra trips.
- 45
46 B. On trips requiring overnight stays, the driver will be compensated at their base hourly
47 rate for driving time to and from the event, and shuttling of students while at the event.

1 The driver will also receive a minimum of seventy five (\$75.00) dollars compensation
2 each night they are on the trip.
3
4

- 5 C. Extra trips shall be bid by the last day of the work week by seniority based on the
6 rotation roster.
7

8 Bidding shall take place at least twenty five (25) minutes prior to the bell time of the
9 earliest school to release for the day at an agreed upon time. Bidding shall be facilitated
10 by the most senior driver present willing to facilitate the bid process. This person will
11 receive thirty (30) minutes of pay for the bid process. The bid facilitator shall call each
12 driver by name in order of seniority starting with the last driver to take a trip. The driver
13 called will approach the facilitator and choose a trip from the trip list. If the driver
14 called is not present the facilitator will check the bid envelope to check for a bid note
15 from the absent driver. The facilitator will assign a trip from the bid list to the absent
16 driver (not to exceed a forty [40] hour week). Drivers must be present at the beginning
17 of the bid process in order to bid or need to have a note in the bid envelope. Drivers not
18 present and who do not have a bid note in the bid envelope will be passed over. This
19 process will continue through the rotation until all eligible drivers have finished
20 bidding. Bidding will end one complete rotation from the point of the last driver to take
21 a trip. Trips not bid for at this point will be offered by rotation to any contracted drivers
22 not eligible to bid due to new hire probation. After this, trips not bid for, will be moved
23 to the non-bid process.
24

25 Drivers utilizing a written bid shall number their preference and note their weekly FTE
26 on the bid note. Bid notes without the FTE on it will be void. This bid note shall be put
27 in the bid envelope that is hanging with the trip board.
28

29 In the event a Bus Assistant is needed on an extra trip the above process listed in
30 Section 15.11.1 will be followed.
31

- 32 D. Extra trips for the upcoming week will be posted on the day before the last workday of
33 the week. Trips added to the extra trip schedule between the posting and bidding
34 process will be bid during the regular bid process.
35
36 E. To be eligible for extra trips, a driver must have completed the probationary period and
37 drive a regular route.
38
39 F. If a canceled trip is rescheduled to a future date, the original driver will have the option
40 of taking the trip and will not affect their place in the bidding list. If that driver declines
41 said trip, it will be assigned by the supervisor from the second rotating list, to the senior
42 available driver. If a trip is canceled and the driver cannot be reassigned to his/her route,
43 the driver will receive his/her FTE pay, including pre-trip time for the route portion
44 missed. If the trip is on a weekend or non-school day and cancelled on the day of the
45 trip, the driver will receive two (2) hours pay at their current rate of pay.
46
47 G. The building principal will assign at least one (1) staff person per bus to assist with
48 student control.

- 1
- 2 H. Non-district (parks and recreation, etc.) trips will be included in the last workday of the
- 3 preceding week posting and will be bid in the regular manner if the Transportation
- 4 Department is notified prior to posting of the entire trip schedule. This only applies
- 5 when the leasing agent cannot supply their own qualified driver.
- 6
- 7 I. Drivers are encouraged not to sign up for extra trips that will cause them to exceed forty
- 8 (40) hours/week limit. Time is to be calculated using the weekly trip postings departure
- 9 and return times. Permission is required from the Transportation Supervisor for trips
- 10 that will cause them to exceed forty (40) hours a week.
- 11
- 12 J. Drivers and Bus Assistants for Special Needs student trips may be assigned by the
- 13 Transportation Supervisor. Unless the trip is canceled, the Driver and Bus Assistant will
- 14 relinquish their next bid on the extra trip roster
- 15

16 School athletic teams and members of school activities/clubs with fewer than eighteen (18) members

17 may be transported in District vehicles, not school buses, and driven by the coach or director of the

18 activity to and from the event. All other athletic teams or large activities and field trips will be

19 assigned to regular drivers as prescribed herein.

20

21 **Section 15.11.2. Bus Route Bidding.**

22 The date for the Annual Bus Drivers and Bus Assistant meeting will be set at the time the

23 calendar for the next school year is determined, and all involved parties will be notified at that

24 time for bidding on routes.

25

26 Regular daily bus routes will be bid on a seniority basis. AM and PM routes and Special

27 Education routes will not be split; except that once the entire seniority list has selected,

28 remaining routes/runs may be split and drivers in order of seniority may add time to their

29 assignment. The regular driver's work year will include every day school is in session.

30

31 Bidding for a bus route may be done by proxy when attendance at the Annual Bus Drivers and

32 Bus Assistant meeting is impossible due to events out of the control of the driver or bus

33 assistant, by verifiable emergency, i.e. personal hospitalization, death in immediate family

34 and/or a like situation, to be approved by the Transportation Supervisor or his designee.

35

36 Proxy bidding must be done by a driver or bus assistant senior to the affected employee. The

37 affected employee must submit a list of routes in descending order of priorities, including extra

38 routes, i.e., midday, activities. The bid by proxy will be final and the employee must abide by

39 the bid for the current school year.

40

41 **Section 15.11.3. Shuttle Runs.**

42 Shuttle runs are defined as in District runs for education or activity purposes. This includes

43 practice at locations out of District, when no sufficient field in the District exists, such as golf.

44 (This excludes practice games held out of District). The Transportation Supervisor will add the

45 shuttle run to an existing route if possible. If the shuttle run cannot be added to an existing

46 route the Transportation Supervisor will assign a driver who does not have an existing

47 contracted route. Contracted drivers will have priority.

48

1 **Section 15.11.4. Activity Runs.**

2 Activity runs may be split in any two or three consecutive weekday segments. At the annual bid
3 these combinations may be bid for as each driver, by seniority, bids for their AM – PM, midday
4 and activity routes. Drivers may bid to drive an activity bus all five days. This will be five days
5 on one route if available or split between two routes if one route is not available.
6

7 **Section 15.11.5. Overnight Trips.**

8 Drivers will have their own accommodations on overnight trips. Drivers will be allowed an
9 eight (8) hour, continuous rest period on such trips. Should the driver’s rest be interrupted to
10 perform duties for the trip director, the driver, at his/her discretion in consultation with the
11 Transportation Supervisor if possible, may postpone the departure time of the return trip.
12
13
14

15 **ARTICLE XVI**

16 **MEMBERSHIP AND CHECKOFF**

17
18
19 **Section 16.1. Maintaining Membership.**

20 Each employee subject to this Agreement who, on the effective date of this Agreement, is a member of
21 the Chapter in good standing will, as a condition of employment, maintain membership in the Chapter
22 in good standing during the period of this Agreement.
23

24 **Section 16.2. New Hire Notification.**

25 The District will notify the Chapter of all new hires within ten (10) workdays of the hire date. At the
26 time of hire, the District will inform the new hire of the terms and conditions of this Article.
27

28 **Section 16.3. Members in Good Standing.**

29 Employees subject to this Agreement, as a condition of employment, become members in good
30 standing of the Chapter within thirty (30) calendar days of the effective date of this Agreement or
31 within thirty (30) calendar days of the hire date, whichever is applicable. Such employee will then
32 maintain membership in the Chapter in good standing during the period of the Agreement, unless they
33 have chosen an alternate representation.
34

35 **Section 16.4. Membership Options.**

36 Each employee subject to this Agreement, as a condition of employment, will contribute to the
37 Association by choosing one of the options below, by signing an authorization card, within thirty (30)
38 calendar days of the effective date of this Agreement or within thirty (30) calendar days of the hire
39 date, whichever is applicable.
40

41 **Section 16.4.1. Association Membership.**

42 As a condition of employment, each new employee may choose to become an Association
43 member in good standing by paying monthly dues. Maintaining membership with the
44 Association entitles the member to added benefits.
45

46 **Section 16.4.2. Religious Non-Association.**

47 Nothing contained in this Agreement will require Association membership of employees who
48 object to such membership based on bona fide religious tenets or teachings of a church or



1 religious body of which such employee is a member. Such employee, as a condition of
2 employment, will pay a service charge amount equivalent to normal dues to a nonreligious
3 charity or other charitable organization mutually agreed upon by the employee and the
4 Association.

5
6 An employee seeking to exercise the right to religious non-association will notify the local PSE
7 Chapter President in writing of the desire to do so, with a copy of the notification provided to
8 the employer's payroll office. The notification will state the basis for the employee's assertion
9 of the right of religious non-association, and a nonreligious charity, selected from the PSE state
10 master list of nonreligious charities, to which the employee desires contributions to be made. At
11 the time notification is given, the objecting employee will execute a payroll deduction
12 authorization in favor of the selected charity. If there is a dispute regarding the employee's
13 eligibility for religious non-association, or the charity to which contributions will be paid, the
14 employer will commence withholding PSE dues which the employee would otherwise be
15 obligated to pay and these dues will be held by the employer until the dispute is resolved. Upon
16 resolution, the amounts will be paid over to the appropriate entity. If the employee and the
17 Association cannot agree, the dispute will be resolved by the Public Employees Relation
18 Commission (PERC) pursuant to state law.

19
20 **Section 16.4.3. Representation Fee.**

21 Employees will have the option of declining to participate as a member of the Association, yet
22 contribute financially to the activities of the Association for representation of such employee as
23 a member of the Collective Bargaining unit. Therefore, as a condition of employment, as an
24 alternative to, and in lieu of the membership requirements in Section 16.1, an employee who
25 declines membership in the Association will pay to the Association, each month, the
26 representation fee as a contribution towards the administration of this Agreement in an amount
27 equal to the regular monthly dues, less assessments and/or political contributions. This fee will
28 be collected by the Association in the same manner as monthly dues.

29
30 **Section 16.5. Membership Refusal.**

31 Any employee who refuses to become a member of the Chapter in good standing or pay the service
32 charge in accordance with the previous sections will, at the option of the local Chapter, be immediately
33 discharged from employment by the District.

34
35 **Section 16.6. Change of Rate.**

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

38
39 **Section 16.7. Checkoff.**

40 The District will deduct PSE dues, assessment(s), representation fees, service charges or voluntary
41 political contributions from the pay of any employee after authorization of such deductions in writing
42 pursuant to RCW 41.56.110. The District will transmit all such funds deducted to the Treasurer of the
43 Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

44
45 **Section 16.8. District Hold Harmless.**

46 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
47 and the Association will indemnify, defend and hold the District harmless for any and all claims,
48 grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of

1 any action taken by the District for the purpose of complying with any of the provisions of this Article
2 of the Agreement.

3
4 **Section 16.9. Local Dues.**

5 The PSE Bargaining group will notify each member of the assessment amount for local dues that will
6 be deducted automatically by the District from a single paycheck during the first quarter of the school
7 year.

8
9
10 **ARTICLE XVII**

11
12 **MEDICAL, DENTAL AND RETIREMENT BENEFITS**

13
14 **Section 17.1. State Allocation.**

15 The District will provide the state allocation per insurance FTE toward mutually agreed group medical,
16 dental and vision insurance programs. Employees will receive a prorated amount based on their hours
17 to 1,440 hours except an employee working less than two (2) hours per day will not qualify for benefits
18 under this section. Participation in the dental program will be mandatory and will be the initial
19 deduction. An additional deduction may be for long-term disability if mutually agreed upon. Any
20 unused funds will be pooled on a percentage basis to those employees using out-of-pocket funds to
21 complete medical insurance premiums.

22
23 **Section 17.1.1. HCA Retiree Carve-Out.**

24 The District agrees to pay the cost of the Health Care Authority retiree carve-out at the rate set
25 by the Washington State Legislature.

26
27 **Section 17.2. All Hours Worked Reported.**

28 To facilitate the determination of eligibility for the Washington State Public Employees' Retirement
29 System (PERS) or the Washington State School Employees Retirement System (SERS) the District
30 will report all hours worked, including overtime.

31
32
33 **ARTICLE XVIII**

34
35 **WAGES**

36
37 **Section 18.1. Schedule A.**

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

40
41 **Section 18.2. Covered/Non-Covered Costs.**

42 The District will pay the costs of physical examinations, transcripts of driving records, etc., when they
43 are required as a condition of employment. However, costs of fingerprinting and other background
44 checks will be the responsibility of the prospective employee.

45
46 **Section 18.3. Provided Equipment.**

47 The District will provide gloves and aprons for all Nutrition Service employees, and safety belts to be
48 used in District buildings.

1 **Section 18.4. Professional Development.**

2 Employees whose regular shift is four (4) hours or less will receive fourteen (14) hours of additional
3 compensation at their base hourly rate for participation in training sessions and/or courses which are
4 required as a condition of employment, in-district approved in-service, training or Paraeducator
5 improvement programs. Employees, whose regular shift is over four (4) hours, will receive twenty
6 eight (28) hours for the same purpose. Employees will be reimbursed for approved expenses incurred
7 while in attendance at seminars, training courses, etc. Meals will not be reimbursed unless overnight is
8 required. Prior approval from the Superintendent must be obtained. Time will be reported at a
9 minimum of thirty (30) minutes with incremental steps of fifteen (15) minutes thereafter. The previous
10 year of unused in-service hours will be pooled by classification and made available in the following
11 fiscal year (September 1-August 31).

12
13 **Section 18.4.1. Extra Hours.**

14 Extra hours for bus drivers and cooks may exceed the limits of Section 18.4 with the approval
15 of the supervisor and Superintendent or designee.
16
17
18

19 **ARTICLE XIX**

20 **HOLIDAYS AND VACATIONS**

21
22
23 **Section 19.1. Holidays.**

24
25 **Section 19.1.1. Paid Holidays for Full-Time Employees.**

26 The following paid holidays will be granted to full-time classified employees:

- | | |
|-------------------------------------|---------------------------|
| 27 1. New Year’s Day* | 7. Veterans Day |
| 28 2. Martin Luther King’s Birthday | 8. Thanksgiving Day |
| 29 3. Presidents’ Day | 9. Day after Thanksgiving |
| 30 4. Memorial Day | 10. Day before Christmas |
| 31 5. Independence Day** | 11. Christmas Day* |
| 32 6. Labor Day | |

33
34 *If the holiday falls on Saturday or Sunday, the preceding Friday or the succeeding Monday
35 may be assigned as the employee’s holiday. If school is in session on the Friday or Monday,
36 then another day mutually agreeable to the parties will be selected for the holiday.
37

38 **In those years that Independence Day falls on Tuesday or Thursday, the preceding Monday
39 or following Friday will be a holiday.
40

41 **Section 19.1.2. Paid Holidays for Less Than Full-Time Employees.**

42 Less than full-time employees subject to this Agreement will receive the following paid
43 holidays:

- | | |
|-------------------------------------|---------------------------|
| 44 1. New Year’s Day | 6. Veterans Day |
| 45 2. Martin Luther King’s Birthday | 7. Thanksgiving Day |
| 46 3. Presidents’ Day | 8. Day after Thanksgiving |
| 47 4. Memorial Day | 9. Christmas Day |
| 48 5. Labor Day* | |



1
2 *Labor Day will be included if the employee's first required contract day is prior to Labor Day.
3 Extra time training and/or Orientation days will not be considered required contract days.
4

5 The compensation for holidays included in this section will be added to the employee's annual
6 salary and paid in equal monthly installments.
7

8 **Section 19.1.3. Compensation for working Holidays.**

9 Employees eligible for holiday pay who are required to work on any of the designated holidays
10 will receive twice their applicable base rate in pay for all hours worked on the holiday.
11

12 **Section 19.2. Vacations.**

13 Each twelve (12) month employee will earn the following paid vacation:

- 14 • 1 - 4 years of service 11 days annually
- 15 • 5 - 15 years of service 16 days annually
- 16 • Over 15 - 20 years of service 21 days annually
- 17 • Over 20 years of service 23 days annually

18
19 If an employee has less than one (1) year of service, vacation will be prorated according to the length
20 of service with the District. For termination purposes, vacation will be prorated according to length of
21 service with the District during the last year of employment. Vacations may be taken at any time
22 during the year with supervisor approval. During spring and winter break at least one regular
23 custodian will be on duty.
24

25 Employees working 240 days per year will earn five (5) days paid vacation.

26
27 Employees who are denied vacation due to the critical needs of the District will be allowed to re-
28 schedule or carry-over the vacation time at the option of the employee. Vacations will have the
29 following limitation of use during the summer:

- 30 • All requests must have a supervisor's approval at least one (1) week in advance of the intent to
31 use vacation.
- 32 • Vacation will be limited to ten (10) consecutive workdays per request.
- 33 • Vacation cannot be used during the week prior to the start of school.
34

35 New employees are not entitled to vacation until the probationary period is fulfilled.
36

37 **Section 19.2.1. Vacation Carry Over.**

38 Vacation may be carried over for one (1) year without penalty.
39
40
41

42 **ARTICLE XX**

43 **SEVERABILITY**

44
45
46 If any Article or Section of this Agreement should be held invalid by operation of law or by any
47 tribunal of competent jurisdiction, the balance of the Agreement will continue in full force and effect.
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ARTICLE XXI

USE OF PERSONAL VEHICLES

Section 21.1. Authorization.

Employees will utilize their personal vehicles in performance of official District business only upon specific written authorization by the District, except that prior verbal authorization by the District may be given in emergency situations. This authorization will be requested and obtained in advance of the anticipated usage.

Section 21.2. Reimbursement.

Employees will present documentation as to actual usage of personal vehicles in a form and manner approved by the District. Upon approval, the cost-per-mile reimbursement will be that amount established by the Board of Directors for all school employees.

Section 21.3. Transporting District Funds.

An employee who transports school district funds from the Education Service Center to a financial institution will be held harmless from liability for such funds provided that the employee exercises reasonable care, and if neither fraudulent nor negligent in regard to such funds.

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 22.1. Compliance.

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

Section 22.2. Grievance Steps.

For the purpose of this section “workdays” are defined as those days that the District Administration Office is open to the public.

Section 22.2.1. Step 1 - Verbal.

Employees will first discuss the grievance with their Building Principal or Supervisor. If employees so wish, they may be accompanied by a PSE representative at such discussion. All grievances not brought to the Building Principal or Supervisor in accordance with the preceding sentence within fifteen (15) workdays of the occurrence of the grievance will be invalid and subject to no further processing.

Section 22.2.2. Step 2 - Written.

If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding subsection, the employee will reduce to writing a statement of the grievance containing the following:

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

1 The employee will within five (5) workdays of the Building Principal or Supervisor's written
2 response in Step 1, submit the written statement of grievance to the Building Principal or
3 Supervisor for reconsideration and will submit a copy to the official in the Administration
4 responsible for personnel. The parties will have five (5) workdays from submission of the
5 written statement of grievance to resolve it by indicating on the statement of grievance the
6 disposition. If an agreeable disposition is made, all parties to the grievance will sign it.
7

8 **Section 22.2.3. Step 3 - Superintendent.**

9 If no settlement has been reached within the five (5) workdays referred to in the preceding
10 subsection, a written statement of grievance will be submitted within five (5) workdays to the
11 District Superintendent or the Superintendent's designee. After such submission, the parties
12 will have ten (10) workdays from submission of the written grievance to resolve it by
13 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all
14 parties to the grievance will sign it.
15

16 **Section 22.2.4. Step 4 - Arbitration.**

17 If no settlement has been reached within the ten (10) workdays referred to in the preceding
18 subsection, and PSE believes the grievance to be valid, the employee may, within ten (10)
19 workdays, demand arbitration of the grievance. The grievance will be submitted to arbitration,
20 under the Voluntary Labor Arbitration rules of the American Arbitration Association. The
21 arbitrator will hold such hearing under oath as it may, in its sole discretion require. The
22 decision of the arbitrator will be final and binding on the parties.
23

24 **Section 22.3. Non Discrimination.**

25 The grievance or arbitration discussions will not interrupt the educational process unless the
26 Superintendent and/or the Arbitration Panel deem it necessary. The Employer will not discriminate
27 against any individual employee or PSE for taking action under this Article.
28

29 **Section 22.4. Cost.**

30 The cost of the arbitrator including per diem expenses, if any, will be borne equally by PSE and the
31 District.
32

33 **Section 22.5.**

34 The arbitrator will be without power or authority to require the District to appropriate, defray or
35 allocate local non-state funds or to require the District to take any action or to grant relief to alleviate a
36 grievance where the State of Washington is singularly responsible for the condition of situation giving
37 rise to the grievance.
38

39 **ARTICLE XXIII**

40 **TERM OF AGREEMENT**

41 **Section 23.1. Term of Agreement.**

42 The term of this Agreement will be September 1, 2017 to August 31, 2019.
43

44 **Section 23.2. Applicable to the Entire Term.**

45 All provisions of this Agreement will be applicable to the entire term of this Agreement
46 notwithstanding its execution date, except as provided in the following section.
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Section 23.3. Agreement Modifications.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement will be reopened annually to renegotiate Schedule A, insurance benefits, and one (1) specific section of this agreement chosen by the Association, and one specific section chosen by the District herein; and provided further, that this Agreement will be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably benefit classified employees.

Section 23.4. Agreement Printing.

This Agreement will be printed by the Public School Employees of Washington/SEIU Local 1948 who will provide at least fifteen (15) copies to the District for distribution to management personnel and new hires. PSE will distribute copies to employees covered by this Agreement.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MEDICAL LAKE CHAPTER

MEDICAL LAKE SCHOOL DISTRICT #326

BY: _____
Doug Martin, Chapter President

BY: _____
Tim Ames, Superintendent

DATE: _____

DATE: _____



**SCHEDULE A
MEDICAL LAKE SCHOOL DISTRICT #326
September 1, 2017 - August 31, 2019**

NUTRITION SERVICES

Years of Service	Start	2-4	5	10	15	20	25	30
Cafeteria I	11.92	13.33	13.44	13.54	13.72	13.86	14.15	14.42
Kitchen Assistant								
Cashier								
Cafeteria II	14.10	14.53	14.58	14.74	14.89	15.02	15.30	15.61
Transport/Mail								
Cafeteria III	14.39	15.42	15.51	16.38	16.53	16.68	16.95	17.29
Kitchen Lead								
Substitutes	Washington State Minimum Wage							

**Current Cafeteria V employees will be grandfathered at their current rate of pay including any COLA's.

1. An employee must work a full semester of the previous school year before they can advance on the salary schedule.
2. Contracts will be based on the following:
 - Cafeteria I** High School 188 days and all other schools 184 days
 - Cafeteria II** Transport/Mail 189 days (includes one (1) day after the last day of school)
 - Cafeteria III** High School 190 days and all other schools 186 days
(includes one (1) day before school starts and one (1) day after the last day of school)

*All positions include eight (8) paid holidays. Labor Day will be an added paid holiday when the school year begins before Labor Day.

3. Hallett Elementary, Michael Anderson Elementary, and Medical Lake Middle School currently have four (4) full-day conference days when meals are not served. If the full day conferences are eliminated and meals are served, these days will be added to the contracts. Food service employees who desire to work additional time during conference week may make their request to the Food Services Director.



**SCHEDULE A
MEDICAL LAKE SCHOOL DISTRICT #326
September 1, 2017 - August 31, 2019**

PARAEDUCATORS

Years of Service	START	2-4	5	10	15	20	25	30
Paraeducator I	\$15.98	\$16.40	\$16.54	\$16.64	\$16.79	\$16.93	\$17.23	\$17.58
Paraeducator II	\$13.45	\$13.80	\$13.86	\$14.77	\$14.92	\$15.03	\$15.32	\$15.60

Substitutes Washington State minimum wage

EDUCATIONAL STAFF ASSOCIATES (ESA)

Nurse/LPN	\$25.58	\$26.29	\$26.47	\$26.71	\$26.88	\$27.10	\$27.53	\$28.08
Substitutes	\$25.00							
Cert. Occup. Therapist Asst.	\$23.64	\$24.35	\$24.59	\$24.83	\$25.08	\$25.34	\$25.58	\$26.10
Substitutes	paid at starting rate							

Interpreters	\$19.81	\$20.39	\$20.45	\$20.62	\$20.76	\$20.94	\$21.24	\$21.67
Sign Language Interpreter								
Certified Brailist								
Substitutes	paid at starting rate							

1. An employee must work a full semester of the previous school year before they can advance on the salary schedule.
2. Contracts will be based on 189 days (includes seven (8) paid holidays –Labor Day will be an added paid holiday when the school year begins before Labor Day). The 189 days includes the day before school begins which is a contracted workday.
3. Paraeducators that handle bodily fluid as a regular part of the job will be paid at the Paraeducator I wage.

SUPERVISORY ASSISTANTS

Years of Service	START	2-4	5	10	15	20	25	30
Supervisory Assistants	\$11.00	\$11.31	\$11.42	\$11.54	\$11.65	\$11.77	\$12.01	\$12.25
Noontime/Playground Assistant, Crossing Guard								
Overload Assistant								
Substitutes	Washington State minimum wage							

Contracts will be based on 184 days, includes eight (8) paid holidays –Labor Day will be an added paid holiday when the school year begins before Labor Day. Overload Assistants will be on timesheets and will be employed only for as long as the teacher is in overload.



SCHEDULE A
MEDICAL LAKE SCHOOL DISTRICT #326
September 1, 2017 - August 31, 2019

TRANSPORTATION

Years of Service	START	2-4	5	10	15	20	25	30
Bus Driver	\$16.88	\$17.38	\$17.45	\$18.35	\$18.51	\$18.66	\$18.93	\$19.30
Wage based on actual driving time on regular run, with a one (1) hour trip minimum plus thirty (30) minutes per day for warm-up, care, and cleaning of bus.								
Substitute	\$14.50 for first 45 routes, then \$16.50 per hour							
Bus Assistant	\$13.45	\$13.80	\$13.87	\$14.02	\$14.17	\$14.28	\$14.57	\$14.84
Substitute Bus Assistant	\$11.00 for first 45 routes, then \$12.51 per hour							
Technician	\$18.99	\$19.52	\$19.69	\$19.87	\$20.04	\$20.20	\$20.49	\$20.90
Substitute Technician	\$12.59 per hour							
Transportation Assistant	\$12.62	\$13.00	\$13.19	\$13.35	\$13.53	\$13.72	\$14.00	\$14.28

1. An employee must work a full semester of the previous school year before they can advance on the salary schedule.

2. Contracts will be based on the following:

Bus Driver, Bus Assistant	184 days, includes eight (8) paid holidays
Technician	241 days, includes eight (8) paid holidays
Transportation Assistant	201 days, includes eight (8) paid holidays

Labor Day will be an added paid holiday when the school year begins before Labor Day

3. Field trips, athletic trips, band, and activity trips will be paid at regular hourly rates.

4. The Technician position is 1,920 hours as scheduled by the transportation supervisor.



**SCHEDULE A
 MEDICAL LAKE SCHOOL DISTRICT #326
 September 1, 2017 - August 31, 2019**

Custodial / Maintenance

Years of Service	START	2-4	5	10	15	20	25	30
<u>Custodial/Maintenance Lead</u>								
High School	\$18.72	\$19.28	\$19.37	\$19.50	\$19.64	\$19.80	\$20.09	\$20.48
Middle & Elementary	\$18.14	\$18.65	\$18.73	\$18.88	\$19.03	\$19.19	\$19.47	\$19.85
<u>Custodial/Maintenance Regular</u>								
High School	\$16.10	\$17.32	\$17.38	\$17.53	\$17.67	\$17.84	\$18.12	\$18.48
Middle & Elementary	\$15.50	\$16.70	\$16.78	\$16.92	\$17.07	\$17.21	\$17.49	\$17.84
Grounds/Maintenance	\$17.83	\$18.34	\$18.44	\$18.58	\$18.69	\$18.86	\$19.16	\$19.55
Substitutes	Washington State minimum wage							

1. A full-time employee must work no less than six months of the previous fiscal year before they can advance on the salary schedule.
2. Contracts will be based on the current year according to how the days fall (includes eleven [11] paid holidays). Salary will be based on an eight (8) hour day.



**SCHEDULE A
MEDICAL LAKE SCHOOL DISTRICT #326
September 1, 2017 - August 31, 2019**

SECRETARIES

Years of Service	START	2-4	5	10	15	20	25	30
HS Secretary/Bookkeeper	\$17.91	\$19.26	\$19.33	\$19.50	\$19.65	\$19.80	\$20.09	\$20.48
Secretary	\$17.32	\$18.62	\$18.67	\$18.85	\$18.98	\$19.14	\$19.41	\$19.80
HS Counseling Secretary	\$16.09	\$17.38	\$17.51	\$17.62	\$17.76	\$17.87	\$18.19	\$18.55
Assistant Secretary	\$14.24	\$16.55	\$16.63	\$16.78	\$16.91	\$17.07	\$17.35	\$17.69
Special Services Compliance Assistant	\$19.28	\$19.81	\$20.34	\$20.80	\$20.99	\$21.25	\$21.65	\$22.08
Substitutes	Washington State minimum wage							

1. An employee must work a full semester of the previous school year before they can advance on the salary schedule.
2. Two (2) years of outside service may be allowed at the discretion of the Superintendent (not retroactive).
3. Contracts will be based on 7½ hours a day:
 - Secretary - 210 days (10 months), includes nine (9) paid holidays
 - Assistant Secretary, HS Counseling 200 days (9½ months), includes nine (9) paid holidays.
 - Special Services Compliance Assistant... 210days (10 months), includes nine (9) paid holidays. Labor Day will be an added paid holiday when the school year begins before Labor Day.
4. Building Secretaries and Assistant Secretaries may work an additional three (3) days, two (2) before school starts and one (1) floating, when mutually agreed upon by the Building Principal, the Secretary and Assistant Secretary.



**SCHEDULE A
MEDICAL LAKE SCHOOL DISTRICT #326
September 1, 2017 - August 31, 2019**

TECHNOLOGY

Years of Service	START	2-4	5	10	15	20	25	30
Building Technology Specialist	\$17.98	\$19.10	\$19.28	\$19.45	\$19.63	\$19.81	\$19.80	\$20.47
Substitutes	80% of "Start" rate per hour							
Library Technology Support	\$15.98	\$17.10	\$17.28	\$17.45	\$17.63	\$17.81	\$18.11	\$18.47
Substitutes	Washington State minimum wage							

1. An employee must work a full semester of the previous school year before they can advance on the salary schedule.
2. Two (2) years of outside service may be allowed at the discretion of the Superintendent (not retroactive).
3. Contracts will be based on the following:
 - Building Technology Specialist 200 days (9 ½ months), includes nine (9) paid holidays
 - Library Technology Support 189 days (9 months) includes eight (8) paid holidays

The 189 days includes the day before school begins which is a contracted workday.

Labor Day will be an added paid holiday when the school year begins before Labor Day.



Addendum A

PROCEDURE FOR DISPLACEMENT PROCESS

It is strongly recommended that all PSE members attend the meeting for their classification. Not attending could affect the member's job.

Employees who cannot attend the meeting may request in writing that the PSE President select a position for them. The employee will review the job list and give the PSE President an ordered list of bid choices. The President's choice is final.

The District will make available at the District Office, job descriptions and the qualifications for each position. This will give any employee the opportunity to review the job description and the qualifications of the jobs prior to the bid date. You must be qualified for the position you select. Prior to the bid you must have your credentials on file with the district. It is strongly recommended and is the responsibility of the employee to review the job descriptions and qualifications to be sure they are qualified for the position they choose. The employee should contact the building principal should they have questions about particular positions.

Ground Rules

1. Qualified employees are considered affected and eligible to bump if:
 - A. The employee's position is eliminated.
 - B. The employee's position is decreased by thirty one (31) minutes or more.
2. Employees not affected will have no bumping rights, unless at the time of the bid the employee is displaced.
3. Job selection will be by seniority.
4. Affected employees will not exceed fifteen (15) minutes to make his/her decision regarding job selection.
5. Should the District determine that the employee is not qualified for the position selected, the qualification period defined in Section 7.8 will apply and the employee, if removed from his/her position, will be placed on the layoff list and will be entitled to all layoff rights.
6. If the affected employee is unable to bump to a position substantially equal to the position they are leaving, the employee may bump to a position with fewer hours, or may elect to go on the layoff list. If the employee bumps to a position with fewer hours, those hours will be the employee's new base hours. If an employee is rified in one classification, but has changed classification within the previous year, they may bump back to the previous classification using their previous seniority date (Article X, Section 10.10).