

COLLECTIVE BARGAINING AGREEMENT BETWEEN

STEVENSON-CARSON SCHOOL DISTRICT #303

AND

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
STEVENSON-CARSON CHAPTER**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948
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P R E A M B L E

3 This Agreement is made and entered into between Stevenson-Carson School District Number 303
4 (hereinafter "District") and Public School Employees of Stevenson-Carson School District, an affiliate
5 of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Union").
6

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

14
RECOGNITION AND COVERAGE OF AGREEMENT

15
16
Section 1.1

17 The District hereby recognizes the Union as the exclusive representative of all employees in the
18 bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing
19 the interests of all such employees.
20
21

22
Section 1.2

23 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
24 as deputy, administrative assistant, secretary, or supervisor who supervises employees for a significant
25 amount of their workday necessarily imply a confidential relationship to the Board of Directors or
26 superintendent of the District pursuant to RCW 41.56.030 (2).
27

28
Section 1.3

29 The District will notify the chapter president of modification of a job description that affects hours,
30 wages, or working conditions.
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32
Section 1.4

33 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
34 the following general job classifications: food service, secretarial, paraeducators, transportation,
35 custodial-maintenance-grounds, and technical. Excluded: Three (3) FTE secretaries in the district
36 office, transportation supervisor, building and grounds supervisor, food service supervisor, athletic
37 director, and supervisors who spend a significant amount of their time in a supervisory capacity.
38 Substitutes are not subject to the terms of this agreement with the exception of Schedule A.
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Section 1.5 Definitions

41
42 Regular Employee An employee filling a permanent or temporary position for two
43 hundred sixty (260) work days per year.
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45 Regular Part-Time Employee An employee filling a permanent, temporary, or substitute position
46 for more than thirty (30) but less than two hundred sixty (260) work
47 days per year.
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1 <u>Temporary Employee</u>	A regular part-time employee who is hired to work in a temporary position.
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4 <u>Substitute Employee</u>	A regular part-time or casual employee who is hired to work in a substitute position. Substitute employees may be eligible for paid sick leave under state law (RCW 49.46.210).
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8 <u>Casual Employee</u>	An employee who works less than thirty (30) days per year. Casual employees are not subject to the terms of this agreement but may be eligible for paid sick leave under state law (RCW 49.46.210).
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12 <u>Permanent Position.</u>	A permanent position is one created by the District that continues into each subsequent school year.
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15 <u>Temporary Position.</u>	A temporary position is one created by the District for a period of thirty (30) or more consecutive workdays up to a maximum period of the remainder of the current school/fiscal year. Temporary positions will be posted pursuant to Section 10.10. Temporary positions end when the need for the position no longer exists or at the close of each school/fiscal year. If a temporary position continues into the subsequent school year, it will be reposted as a permanent position and filled according to Section 10.10; <u>except</u> , temporary positions created due to a leave of absence of an employee holding a permanent position may continue into the following school/fiscal year without being posted to permanent status.
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27 <u>Substitute Position.</u>	A substitute position is one created by the District for work on an irregular, on-call basis to fill in when an employee holding a permanent or temporary position is absent.
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31 <u>Work Day</u>	The term “work day” refers to a day when work is typically performed in the District (Monday through Friday, excluding holidays, school vacations, or school closure days), regardless of whether any particular employee was at work or on leave on that day. The term “days of work” is used to refer to days a particular employee attended work.
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38 **Section 1.6**
39 Employees occupying temporary positions are subject to all terms and conditions of this Agreement; except, that employees filling temporary positions are not subject to layoff provisions or recall rights under the layoff provision. At the end of the temporary position, if the employee is awarded a permanent position within one (1) year, they will retain their seniority.
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44 Temporary employees will be offered District medical insurance benefits under Article XII, only if the temporary position continues through to the end of the current school year.
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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1

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

Section 2.2

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1

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

Section 3.2

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the District for informal discussion.

Section 3.3

If an employee subject to this Agreement is asked to attend a meeting from which discipline might result or in which discipline might reasonably be expected to result, they have the right to have an Union representative present.

1 **Section 3.4**

2 Each employee reserves and retains the right to delegate any right contained in this Agreement,
3 exclusive of compensation for services rendered, to appropriate officials of the Union. Such delegation
4 in grievance matters starts with the formal grievance.
5

6 **Section 3.5**

7 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement
8 on the basis of race, national origin, language, creed, color, sex, sexual orientation, gender
9 identity/expression, religion, age or marital status or because of a disability with respect to a position,
10 the duties of which may be performed efficiently by an individual without danger to the health or
11 safety of the disabled person or others.
12

13 **Section 3.6 Medical Procedures**

14 Employees may be directed to perform medical procedures (e.g., administration of medication) to
15 students only under the following conditions. In requiring these procedures, the District will comply
16 with state statutes.
17

- 18 1. The employee has received standard training for the procedure involved from the District or
19 another entity appointed by the District at least once per school year.
20
- 21 2. The District shall provide insurance to bargaining unit members as authorized by state
22 statutes.
23

24 **Section 3.7**

25 The District will provide a safe working environment and provide appropriate training for employees
26 to prevent injury and/or illness. Employees should report any suspected unsafe working situations to
27 their supervisors. Such employees will receive a written response in a timely fashion.
28

29 **Section 3.8**

30 Each employee's job performance shall be evaluated at least one time per year, no later than the last
31 day of school, by qualified and trained supervisory personnel. Employees subject to this agreement
32 shall not perform evaluations.
33

34 **Section 3.9**

35 Any material that would be viewed as derogatory to the employee shall be reviewed with the employee
36 before placing it in the personnel file.
37

38 All derogatory material contained in the file shall be removed at employee request and by mutual
39 agreement no sooner than three (3) years after its placement in the file provided there is no further
40 occurrence related to the original incident. Materials removed from an employee's file in such a
41 manner shall not be considered in future disciplinary action. An employee may attach comments to any
42 material that is a part of the personnel file.
43

44 At the District's discretion, materials that pertain to "boundary violation, sexual harassment,
45 intimidation, or bullying issues" may be kept in the personnel file beyond the three (3) year time limit
46 aforementioned. Employees may request and receive copies of personnel file materials at no cost to the
47 employee.
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ARTICLE IV

RIGHTS OF THE UNION

Section 4.1

The Union has the right and responsibility to represent the interests of all employees in the unit concerning wages, hours and working conditions, to present its views to the District on such matters of concern, either orally or in writing; to consult or to be consulted with respect to formulation, development, and implementation of such matters; and to enter into collective negotiations with the object of reaching an Agreement applicable to all employees within the bargaining unit.

Section 4.2

The Union shall promptly be notified by the District of any grievances or written disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure articles contained herein. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Union's views concerning the case; PROVIDED THAT this right shall extend only to such hearings that the employees would have a right to attend and do not encompass matters that the District would normally be allowed to have closed discussions on and could normally exclude the employees therefrom.

Section 4.3

The Union reserves and retains the right to delegate any right or responsibility contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.

Section 4.4

Two (2) designated representatives will be allowed time off without loss of pay to a maximum of two (2) days per year to attend regional or state meetings when the purpose of those meetings is in the best interests of the District as determined by the District Administration; provided there is no added cost to the District.

Section 4.5

Upon request, the District shall provide Public School Employees of Washington/SEIU Local 1948 with current information regarding each employee in the bargaining unit. The information shall be supplemented and revised monthly as changes occur on a form to be provided by the Union.

Section 4.6

Representatives of the Union shall have access to District premises during business hours provided the intended business of the representatives does not in any way hamper or obstruct the normal flow of work. If this procedure becomes problematic, the District may file an Unfair Labor Practice in accordance with PERC guidelines, then institute a consent procedure applying only to that specific representative of the Union, until PERC issues a decision on the Unfair Labor Practice.

Section 4.7 Bulletin Boards

The District shall provide a bulletin board space in each school for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted.

1 There shall be no other distribution or posting by employees or the Union of pamphlets, advertising,
2 political matters, notices of any kind, or literature on District property, other than herein provided.

3
4 **Section 4.7.1**

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

7
8 **Section 4.8**

9 The Union may designate a committee of two (2) Union members who may meet with the
10 superintendent of the District and/or the superintendent's representatives on a mutually agreeable
11 quarterly basis. Committee membership will depend upon the mutually agreed agenda. These
12 meetings shall not be construed as collective bargaining sessions.

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16 **ARTICLE V**

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18 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

19
20 **Section 5.1**

21 It is agreed and understood that matters appropriate for consultation and negotiation between the
22 District and the Union are personnel matters, including wages, hours and working conditions of
23 employees in the bargaining unit subject to this Agreement.

24
25 **Section 5.2**

26 It is further agreed and understood that the District will consult with the Union, and meet with the
27 Union, at times mutually convenient to both parties and at the request of the Union, in the formulation
28 of any changes being considered in existing benefits or procedures relating to working conditions.

29
30 **Section 5.3**

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

34
35 **Section 5.4**

36 The Union will, from time to time, as appropriate, be advised of any significant changes in current and
37 predicted workload information.

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39
40
41 **ARTICLE VI**

42
43 **UNION REPRESENTATION**

44
45 **Section 6.1**

46 The Union representatives shall represent the Union and employees in meeting with officials of the
47 District to discuss appropriate matters of mutual interest. They may receive and investigate complaints
48 or grievances of employees on District time and thereafter advise employees of rights and procedures

1 outlined in this Agreement and applicable regulations or directives for resolving the grievances or
2 complaints. They may not, however, continue to advise the employee on courses of action after the
3 employee has indicated a desire not to pursue a grievance. This does not, however, preclude the
4 Union's right to pursue the matter to conclusion.

5
6 **Section 6.1.1**

7 Time during working hours will be allowed Union representatives for attendance at meetings
8 with the District. Time will also be allowed for representatives to discuss with the individual
9 employees involved in specific grievances and appropriate matters directly related to work
10 situations in their area or craft. Union representatives will guard against the use of excess time
11 in the handling of such matters.

12
13 **Section 6.2**

14 Employees who work swing or graveyard shift, with their supervisor's approval, may be allowed to
15 attend PSE meetings for a maximum of ninety (90) minutes per meeting; provided, their building is
16 secured and locked before leaving; and, provided further, that they shall complete their regular duties.

17
18
19 **ARTICLE VII**

20
21 **HOURS OF WORK AND OVERTIME**

22
23
24 **Section 7.1**

25 The work week shall consist of five (5) consecutive days, followed by two (2) consecutive days of rest.
26 However, the District may assign an employee to a work week of any five (5) consecutive days which
27 are followed by two (2) consecutive days of rest.

28
29 **Section 7.1.1**

30 In unusual circumstances, if it is necessary to revise an employee's normal weekly work
31 schedule, the District will attempt to arrange time off which allows two (2) consecutive days of
32 rest; provided, that the employee agrees to not having two (2) consecutive days of rest and the
33 provisions of Section 7.2 are met.

34
35 **Section 7.1.2**

36 By mutual agreement of the Union and the District, employees who work forty (40) hours per
37 week may be scheduled to work four (4) ten hour days instead of five (5) eight hour days. The
38 District and the Union will agree upon a start and end date for the revised work schedule. The
39 employees, if eligible, waive their right to overtime compensation for hours worked in excess
40 of eight (8) hours per day but not more than ten (10) hours per day during this time period.
41 Such employees continue to be eligible for overtime for time worked in excess of forty hours in
42 any work week. Holidays, vacation, and other compensated leave days will continue to be
43 compensated at eight (8) hours per day.

1 **Section 7.2**

2 Each employee shall be assigned to a definite and regular shift and work week, which shall not be
3 changed without prior notice to the employee of seven (7) days, provided that in situations deemed to
4 be emergent by the superintendent, this provision shall be waived.
5

6 **Section 7.3**

7 Each employee shall be assigned to a definite shift with designated times of beginning and ending.
8

9 **Section 7.3.1**

10 Employees scheduled for eight and one-half (8½) hours will be compensated eight (8) hours
11 and receive a thirty (30) minute unpaid, uninterrupted lunch period as near the middle of the
12 shift as is practicable. They will also receive a paid fifteen (15) minute first half and a paid
13 fifteen (15) minute second half rest period, both of which rest periods shall occur as near the
14 middle of each half shift as is practicable.
15

16 **Section 7.3.2**

17 Employees scheduled for a minimum of four hours will receive a paid fifteen (15) minute rest
18 period which shall occur as near the middle of the shift as is practicable.
19

20 **Section 7.3.3**

21 Employees scheduled for a minimum of five (5) hours but under eight (8) hours, will receive a
22 thirty (30) minute unpaid, uninterrupted lunch period and a fifteen (15) minute paid rest period.
23

24 **Section 7.3.4**

25 In unusual cases where an employee is approved to perform work outside their regularly
26 scheduled work day, the employee will receive time and a half pay for those hours worked
27 outside their regularly scheduled work day, if a holiday during the work week keeps the full
28 time employee from accruing 40 hours during said week.
29

30 **Section 7.4**

31 Employees required to work through their regular lunch periods will be given time to eat at a time
32 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
33 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
34 be compensated for the foregone lunch period.
35
36

37 **Section 7.5**

38 Employees requested to work a shift regularly filled by a higher paid classification employee shall
39 receive wages equal to the wages of the higher paid classification, for the substitute employee's
40 consecutive years of district experience, from the first full day of work at this higher paid
41 classification.
42

43 In the event an employee works in a classification calling for a lower rate of pay, he shall be
44 compensated at the rate established for the classification in which they are regularly assigned.
45

46 When a classified employee is requested by the District to fill an administrative position that is not in
47 the bargaining unit, the rate of pay shall be \$4.00 per hour above their regular hourly rate of pay. The
48 employee cannot assume the responsibilities of the administrative position on their own, but rather

1 must be requested by the district to fill in. Consideration will be given to seniority and experience in
2 accordance with Article X, Section 10.8.

3
4 **Section 7.6**

5 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
6 District will make every effort to notify each employee to refrain from coming to work. Employees
7 reporting to work shall receive a minimum of one (1) hour's pay at base rate in the event of such a
8 closure; provided, however, no employee shall be entitled to any such compensation in the event of
9 actual notification by the District of the closure prior to leaving home for work.

10
11 **Section 7.7**

12 Recognizing that personnel in the transportation classification present special shift problems, the
13 parties agree that shifts shall be established in that classification in relation to routes and driving times
14 requisite to fulfilling tasks assigned by the supervisor of transportation; provided, however, that
15 employees in the transportation classification shall be entitled to the benefits of Section 7.4 to the same
16 degree as any other employee; and provided further that all bus drivers shall receive pay for one-half
17 (½) hour per day for the purpose of bus cleanup and bus warm-up in addition to actual hours of driving
18 time. All trips other than regular daily scheduled bus runs shall be compensated at the employee's base
19 hourly rate for the duration of the trip; provided, however, that bus drivers shall be subject to the
20 provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less between
21 assignments, the base hourly rate shall continue uninterrupted. Drivers shall receive a minimum of one
22 (1) hour's pay for each duty call. A duty call is defined as any work other than the normal work shift
23 and workday, noncontiguous with the normal work shift or workday. For example: shuttle runs from
24 Stevenson to Carson, to the fairgrounds, to the courthouse, etc. This is not to be confused with call
25 back time as defined in Section 7.9.2.

26
27 **Section 7.7.1**

28 The primary purpose of the transportation system is to provide "regular routes" to/from
29 home/school during regular school days. A secondary function of the transportation system is to
30 provide, as determined by the District, extra trips, which are all trips not included in the "primary
31 purpose" above. (This generally includes field trips and activity runs.) If agreeable to the
32 District, and if substitutes are available, a regular driver can take a field trip or activity run, in
33 accordance with the rotating process stated below. The standard procedure for allocating field
34 trips and activity runs will be as follows: All drivers will be available for field trips or activity
35 runs; provided that drivers of special education routes may be required by the Transportation
36 Director to remain on their regular route based on demonstrable student discipline or behavior
37 concerns and/or unique student needs. When regular route drivers are used it will be on a rotating
38 seniority basis. If there are no available regular route drivers, the work may then be offered to
39 substitute drivers. No employee shall put the District in an overtime [more than forty (40) hours
40 a week] situation unless prior consent is given by the District.

41
42 **Section 7.7.1.1 Overnight Trips**

43 Drivers on overnight trips will be paid eight (8) hours per day at their regular hourly
44 rate. Drivers on overnight trips will be provided accommodations that allow drivers to
45 have an uninterrupted sleep period.

1 **Section 7.7.1.2 Routes**

2 A regular route is defined as any segment or group of segments serving schools on a
3 home-to-school or school-to-home basis. Extra-curricular and field trips are defined as
4 those runs which occur outside regular routes and transport students between school and
5 other locations for educational activities. Additional program assignments that extend
6 through the school year will be bid separately from the a.m./p.m. regular run but may be
7 bid in blocks per driver's Agreement.
8

9 **Section 7.7.1.3 Extra Trips**

10 Extra trips are defined as, but not limited to, curricular, extra-curricular, or athletic trips
11 non-contiguous with the a.m. and p.m. route. If agreeable to the District and if
12 substitutes are available, a regular driver can take a field trip or activity run, in
13 accordance with the rotating process stated below. The standard procedure for
14 allocating field trips and activity runs are listed in Section 7.8.1.
15

16 If a regular route driver is bypassed for an extra trip as a result of the District's failure to
17 follow extra trip assignment procedures, the bypassed driver will be offered the next
18 available extra trip.
19

20 **Section 7.7.1.3.1**

21 When a scheduled bus for an extra trip is cancelled and replaced with the use of
22 an alternate vehicle and driver, the driver originally assigned to the extra trip
23 will be offered the next available extra trip.
24

25 **Section 7.7.1.4**

26 Employees who would not otherwise be able to work their full number of regularly
27 scheduled work hours due to a temporary lack of work in their regular assignment as a
28 result of snow days waived by the state, temporarily cancelled bus routes, or similar
29 circumstances not requiring a reduction in force, will be assigned different work to
30 allow them to make up the time. This may occur during the employee's regular work
31 shift, or the employee may be allowed to work the "hours owed" at a different time.
32 Any work that does not require specialized training and that can be safely performed by
33 the employee may be assigned for this purpose, or the employee may be permitted to
34 take approved paid leave.
35

36 The District/supervisor will work with the employees to determine the method in which
37 the employee will make up their time. If the make-up work includes meetings/trainings
38 taking place outside of the District, employees will be compensated for their drive time
39 as set forth in Section 13.1.
40

41 **Section 7.7.2**

42 All bus routes will be posted for bid prior to the first day of school. All bus routes shall be
43 awarded by seniority per Article X, Section 10.7.
44

45 Drivers' bid day at the beginning of the school year and monthly bid days will be held during
46 compensable time.
47

1 **Section 7.8 Overtime**

2 In the assignment of overtime, the District agrees to provide the employee with as much advance
3 notice as practicable in the circumstances. The District will attempt to assign overtime to the
4 employees on an equal basis or as nearly equal as practicable.

5
6 **Section 7.8.1**

7 District agrees to pay overtime at the rate of one and one-half (1½) times the employee's base
8 hourly rate of pay for all hours worked over forty (40) hours per week for all employees;
9 provided that an employee's normal work week and/or work shift shall not be shortened to
10 avoid overtime payment without the mutual agreement of the affected employee.

11
12 **Section 7.8.1.1**

13 Overtime pay will be compensated no later than the second payday following the
14 overtime period.

15
16 **Section 7.8.2**

17 Call back outside the normal working hours will be for a minimum of two (2) hours pay at the
18 appropriate rate as defined in this Agreement. Employees called back outside the normal work
19 week shall be paid one and one-half (1½) their normal base rate for hours worked, unless
20 otherwise specified in this Agreement.

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22
23
24 **ARTICLE VIII**

25
26 **HOLIDAYS AND VACATIONS**

27
28 **Section 8.1 Holidays**

29 Full-time employees: (Those who work 2,080 hours per year.)

- | | | | | | | | |
|----|---------------------------|----|------------------------------------------|----|------------------------------------------|----|------------------------------------------|
| 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 |
| | 1. New Year's Eve Day | | 8. Veterans' Day | | 9. Thanksgiving Day | | 10. Day after Thanksgiving |
| | 2. New Year's Day | | 9. Thanksgiving Day | | 10. Day after Thanksgiving | | 11. Day before Christmas |
| | 3. Martin Luther King Day | | 10. Day after Thanksgiving | | 11. Day before Christmas | | 12. Christmas Day |
| | 4. Presidents' Day | | 11. Day before Christmas | | 12. Christmas Day | | 13. Day after Christmas |
| | 5. Memorial Day | | 12. Christmas Day | | 13. Day after Christmas | | 14. Juneteenth (June 19 th)* |
| | 6. Independence Day | | 13. Day after Christmas | | 14. Juneteenth (June 19 th)* | | |
| | 7. Labor Day | | 14. Juneteenth (June 19 th)* | | | | |

38
39 Part-year employees: (Those who work less than 2,080 hours per year.)

- | | | | | | |
|----|---------------------------|----|-------------------------------|----|----|
| 40 | 41 | 42 | 43 | 44 | 45 |
| | 1. New Year's Day | | 6. Veterans' Day | | |
| | 2. Martin Luther King Day | | 7. Thanksgiving Day | | |
| | 3. Presidents' Day | | 8. Day after Thanksgiving Day | | |
| | 4. Memorial Day | | 9. Christmas Day | | |
| | 5. Labor Day | | | | |

46
47 *All employees for whom the Juneteenth holiday falls within their regularly contracted days will be
48 paid for the holiday.

1 **Section 8.1.1 Unworked Holidays**

2 Eligible employees (as defined in Section 8.1) shall receive pay equal to their normal work shift
3 at their base rate in effect at the time the holiday occurs. Employees who are on the active
4 payroll on the holiday as defined above and have worked or been compensated on the
5 employee's last scheduled workday preceding the holiday and on the employee's first
6 scheduled workday succeeding the holiday, and are not on leave of absence, shall be eligible
7 for pay for such unworked holiday.

8
9 **Section 8.1.2 Worked Holidays**

10 Eligible full-time employees who are required to work on the above described holidays shall
11 receive the pay due them for the holiday, plus time and one-half their base rate for all hours
12 worked on such holidays, subject to advance approval by the supervisor or building principal.

13
14 **Section 8.1.3 Holidays During Vacation**

15 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
16 take one extra day of vacation with pay in lieu of the holiday as such.

17
18 **Section 8.2 Vacations**

19 All full-time employees subject to this Agreement and all part-time custodial, maintenance and
20 grounds employees shall be credited with days of vacation credits based on whether they are full-time
21 employees (at least 2,080 hours annually) or part-time employees (less than 2,080 hours annually)
22 during the period September 1 to August 31. Such vacation credit shall be earned, vested, and used as
23 designated in this Article.

24
25 **Section 8.2.1**

26 The vacation credit to which an employee shall be entitled shall be computed in accordance
27 with the following rules:

28
29 **Section 8.2.1.1**

30 A full-time employee will be credited with vacations in the following manner.

31		
32	After 1 Year through 5 Years	12 Days
33	After 6 Years	13 Days
34	After 7 Years	14 Days
35	After 8 Years	15 Days
36	After 9 Years	16 Days
37	After 10 Years	17 Days
38	After 15 Years	18 Days
39	After 20 Years	20 Days
40		

41 **Section 8.2.1.2 Part-Time Custodial/Maintenance/Grounds Employees**

42 A part-time custodial/maintenance/grounds employee is defined as an employee in those
43 classifications who does not get the designation of a full-time employee. These part-time
44 employees shall earn vacation in the following manner: Number of hours worked during the
45 year prorated in relation to 2,080 hours, times the equivalent full-time employee's vacation
46 benefit. For example: An employee who worked 1,040 hours would receive exactly one-half
47 the benefits for vacation earned that an equivalent full-time employee would receive.

After 1 Year through 5 Years	12 Days
After 6 Years	13 Days
After 7 Years	14 Days
After 8 Years	15 Days
After 9 Years	16 Days
After 10 Years	17 Days

Section 8.2.1.3

In computing the total vacation credit for part-time custodial/maintenance/grounds personnel, part of an hour will be disregarded if less than one-half (½) hour; otherwise it will be counted as a full hour.

Section 8.2.1.4

All hours worked will be counted in the computation of vacation credit for eligible part-time custodial/maintenance/grounds personnel.

Section 8.2.1.5

Personnel who are laid off or on authorized leave of absence will, upon returning to their former employment status with the District retain their former vacation time eligibility. No vacation time credit will accrue during their layoff or leave of absence. Employees on layoff for more than two (2) calendar years will lose all former vacation eligibility.

Section 8.2.1.6

Full-time employees shall use their vacation time currently due or choose to receive payment for unused accrued vacation time with their September paycheck; provided that all full-time employees must use at least seven (7) days of paid vacation per year. No employee shall lose vacation that was requested in writing. A one-year carryover of not more than five (5) days is allowed if mutually agreed to by the District and the employee.

Section 8.2.1.7

Custodial/maintenance/grounds employees who work less than twelve (12) months per year may receive payment for unused accrued vacation with their July paycheck. Full-time employees may receive payment for unused accrued vacation with their September paycheck. Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit at the next regularly scheduled pay period.

Section 8.2.1.8

It is agreed that no vacation will be taken one week prior to or one week after the start of school, unless special permission is granted by the superintendent prior to the proposed vacation. Twelve (12) month employees may take a maximum of five (5) vacation days when school is in regular session, unless special permission is granted by the superintendent prior to the proposed vacation. The District may assign maintenance employees to cover for custodial employees when school is in regular session (to avoid the cost of employing substitutes). Less than twelve (12) month custodial/maintenance/grounds employees may not take vacation on the days when

1 school is in regular session, unless special permission is granted by the superintendent
2 prior to the proposed vacation. Each employee shall designate in writing their
3 preference for vacation time. If the nature of the work makes it necessary to limit the
4 number of employees on vacation at the same time, the employee with the greatest
5 seniority will be given their choice of vacation period in the event of conflict. All
6 vacation time shall be by written request to the immediate supervisor for approval prior
7 to the time such vacation is to be taken. If no response is received by the employee
8 from the supervisor within five (5) work days, the request may be made directly to the
9 superintendent or their designee. A response will be provided within five (5) work
10 days.

11
12 **Section 8.2.1.9**

13 New employees who start work during the school year shall be eligible for prorated paid
14 vacation during the following summer. The hire date, as established in the seniority
15 section of the contract, shall be used in determining prorated vacation for employees.
16

17
18
19 **ARTICLE IX**

20
21 **LEAVES**

22
23 **Section 9.1 Sick Leave**

24
25 **Section 9.1.1**

26 Sick leave is defined as days of absence from duty because of personal sickness or injury and
27 for which no deduction is made in compensation of the employee. After an illness of five (5)
28 consecutive days, employees may be required to present a doctor's statement attesting to the
29 illness or injury necessitating the employee's continued absence. At any time, a doctor's
30 statement may be required by the Personnel Office. Sick and injury leave may be taken to the
31 full amount of accumulation. Sick leave shall be cumulative up to a total of one hundred eighty
32 (180) days. Employees under a school-year contract shall be allowed sick/injury leave at the
33 rate of ten (10) days per school year. Employees on a twelve (12) month work contract shall be
34 allowed such leave at the rate of one (1) day per month of employment. Sick leave shall be
35 credited to the employee on a monthly basis as it is earned and will reflect their prorated FTE.
36

37 Substitute and casual employees are not covered by this agreement but may be eligible for sick
38 leave accrual under RCW 49.46.210.

39
40 Each employee shall be entitled to use accrued paid leave, including sick leave, to care for a
41 child under the age of 18, a child over the age of 18 who is incapable of self-care (including a
42 biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco
43 parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a
44 biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or
45 the employee's spouse or registered domestic partner, or a person who stood in loco parentis), a
46 spouse, a registered domestic partner, parent, parent-in-law, grandparent, grandchild or sibling
47 of the employee who has a serious health condition or an emergency condition. A maximum of

1 five (5) days for serious illness involving the employee's grandchild or sibling shall be deducted
2 from sick leave.

3
4 **Section 9.1.2**

5 In the event employees are absent for reasons which are covered by industrial insurance, any
6 time lost shall not be deducted from sick leave unless the employee wishes full salary which
7 would require partial use of sick leave; provided however, the employee may apply any
8 accumulated sick leave to any required waiting period. Provided further, that double payment
9 does not result.

10
11 **Section 9.1.2.1**

12 Employees who are absent due to illness, injury or emergency shall not be required to
13 locate their own substitutes; provided, that nothing herein shall prevent any employee
14 from expressing, or being asked about, employee preferences with regard to substitutes.

15
16 **Section 9.1.3 Sick Leave Attendance Incentive Program**

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

25
26 **Section 9.1.4**

27 Employees eligible for sick leave cash-out pursuant to RCW 28A.400.210 may elect an
28 employer contribution of equivalent funds to a district approved benefit plan that provides
29 reimbursement for medical expenses. Any employee electing such a contribution must agree in
30 writing to hold the Stevenson-Carson School District harmless in the event that it is legally
31 determined that the employee or District is indebted as a result of the employee not paying
32 income tax on said contributions or the employer not withholding or deducting any tax,
33 assessment, or other payment on such funds as required under federal and/or state law.

34
35 **Section 9.2 Leave For Bereavement**

36 Up to five (5) days bereavement leave with full pay shall be granted for each occurrence in the
37 employee's family. For the purpose of this item, family member is defined to include a child,
38 including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in
39 loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a
40 biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the
41 employee's spouse or registered domestic partner, or a person who stood in loco parentis when the
42 employee was a minor child; parents, siblings, spouse, children, grandchildren, grandparents,
43 registered domestic partner, and any other person living in the household. Two (2) additional days
44 shall be granted for each occurrence in the employee's family for travel or other extenuating
45 circumstances, to be deducted from the employee's sick leave.

46
47 One (1) day bereavement leave with full pay shall be granted for the death of a close friend, colleague,
48 or a family member not specified above. Two (2) additional days may be granted by the

1 superintendent or designee for travel or other extenuating circumstances, to be deducted from the
2 employee's sick leave.

3
4 **Section 9.3 Emergency Leave**

5 Emergency leave must be approved by the District and must be due to an unexpected, sudden
6 occurrence of a serious or urgent nature that demands the employee's immediate attention. Emergency
7 leave shall be charged against the employee's accumulated sick leave. An employee who finds it
8 necessary to be absent from assigned duties by reason of emergency shall notify the appropriate
9 supervisor at the earliest possible moment.

10
11 An employee returning from emergency leave shall sign a leave form, verifying the date(s) of absence
12 and the reason for the absence.

13
14 **Section 9.4 Personal Leave**

15 Three (3) personal leave days with full pay, per employee, for each school year shall be granted.

16
17 Notification for personal leave should be made not less than forty-eight (48) hours in advance, except
18 in unusual situations where prior notice is not possible. In the latter instance, a leave form shall be
19 submitted upon return to work. If more than three (3) days are to be used at once, at least two (2)
20 weeks' advance notice will be given.

21
22 No such leave will be granted immediately prior to or following a school-observed holiday or
23 scheduled school break, except in situations beyond the control of the employee and with
24 Superintendent's approval. For year-round employees, a maximum of one (1) employee at a time may
25 take personal days immediately prior to/following a school-observed holiday or scheduled school
26 break. If the necessary coverage is found, additional year-round employees may also be granted such
27 leave with Superintendent's approval.

28
29 An employee who does not use a personal leave day in a school year may carry over two (2) personal
30 leave days to the following year, up to a maximum total accumulation of five (5) personal leave days.

31
32 The maximum amount of personal leave days at the beginning of any school year shall be five (5)
33 days.

34
35 **Section 9.5 Parental/Adoption Leave**

36 Accumulated sick leave shall be available for periods of pregnancy-related disability in accordance
37 with state and federal laws and regulations. In addition, up to two (2) days of accumulated sick
38 leave may be used by either parent for absences related to birth or adoption that are not the result
39 of pregnancy-related disability. Additional paid family leave is available pursuant to WA State
40 Paid Family and Medical Leave (PFML). Additional unpaid family leave is available pursuant to
41 the Family and Medical Leave Act (FMLA) upon request.

42
43 **Section 9.6 Judicial Leave**

44 In the event an employee is summoned to serve as a juror or is named as a co-defendant with the
45 School District, they shall receive their normal day's pay for each day required in court. Fees defined
46 by state law as reimbursement and other reimbursement received for travel, lodgings, meals, etc. shall
47 be retained by the employee. The employee shall contact their supervisor upon receipt of the jury
48 summons.

1
2 **Section 9.6.1 Subpoena Leave**

3 If an employee is subpoenaed in relationship to District business and is co-representing the
4 District, compensation for actual time off the job shall be paid to the employee. Personal
5 subpoena leave, not related to the best interest of the District, is the direct responsibility of the
6 employee. Personal leave or earned vacation time, if available, could be used. Otherwise, the
7 employee acts on their own.
8

9 **Section 9.7 Leave Of Absence**

10
11 **Section 9.7.1**

12 Upon recommendation of the immediate supervisor through administrative channels to the
13 superintendent, and upon approval of the Board of Directors, an employee may be granted a
14 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
15 granted due to extended illness, one (1) additional year may be granted. The District may grant
16 an exception to the above when deemed in the best interest of the District and the employee.
17

18 **Section 9.7.2**

19 The returning employee will be assigned to the position, not necessarily the same location,
20 occupied before the leave of absence. Employees hired to fill positions of employees on leave
21 of absence will be subject to the provisions of this agreement according to the employee
22 category in which they fall.
23

24 **Section 9.7.3**

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

30 **Section 9.8**

31 The District shall allow employees to participate in the District's leave-sharing program which is
32 consistent with the requirements of state law. The employee must suffer from, or have a relative or
33 household member suffering from, an extraordinary or severe illness, injury, impairment, or physical
34 or mental condition or has been called to service in the uniformed services which has caused or is
35 likely to cause the employee to take leave without pay or terminate their employment, or otherwise
36 qualify under the rules established by OSPI.
37

38 **Section 9.9 Military Leave**

39 Military leave of absence shall be acted upon consistent with state and federal law and District policy.
40 Upon return from military leave, the employee will be subject to all provisions of this Agreement as if
41 the employee had not been on military leave.
42

43 **Section 9.10 Uncompensated Leave**

44 Uncompensated leave may be granted by the superintendent or superintendent's designee upon written
45 request and pre-approval in the event of an emergency, hardship, or special occasion. Additional
46 documentation may be required by the District. Applicable paid leave will be used first.
47
48

1
2 **Section 9.11 Domestic Violence Leave**

3 The District will provide leave in accordance with RCW 49.76 which allows victims of domestic
4 violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and
5 obtain health care. Such leave will be with or without pay at the employee's discretion; provided that
6 an employee must have available sick leave, vacation leave or similar paid leave available to receive
7 paid leave. Employees may also take reasonable leave to help a family member obtain needed
8 treatment or services. For this section, family members include a child, spouse, registered domestic
9 partner, significant other, parent, parent-in-law, or grandparent.
10
11

12
13 **ARTICLE X**

14
15 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
16

17 **Section 10.1**

18 The seniority of an employee within the bargaining unit shall be established as of the date on which the
19 employee began current continuous daily employment (hereinafter "hire date") unless such seniority
20 shall be lost as hereinafter provided.
21

22 **Section 10.1.1**

23 In the event more than one individual employee has the same seniority date, all employees so
24 affected shall participate in a drawing by lot (drawing of names from a hat) to determine
25 position on the seniority list. The Union and all employees so affected shall be notified in
26 writing of the date, place, and time of the drawing. The drawing shall be conducted openly and
27 at a time and place which will allow affected employees and the Union to be in attendance
28

29 **Section 10.2**

30 Each new hire shall remain in a probationary status for a period eighty (80) work days in the
31 probationary position following the hire date. During this probationary period the District may
32 discharge such employee at its discretion.
33

34 **Section 10.2.1**

35 Upon assignment of a regular employee to a new classification, the employee shall serve up to
36 forty (40) days of work on probation. Upon promotion of a regular employee to a higher paid
37 position within classification, the employee shall serve up to twenty-five (25) days of work on
38 probation and will be placed on the salary schedule at the new regular rate of pay. Employees
39 who are reassigned pursuant to this section shall retain longevity step placement.
40

41 **Section 10.3**

42 Upon completion of the probationary period, the employee will be subject to all rights and duties
43 contained in this Agreement retroactive to the hire date.
44

45 **Section 10.4 Position Descriptions**

46 The District may create various jobs or positions that require the performance of specific duties by the
47 employees and shall provide each employee subject to this Agreement and the Union with a job title
48 and description of duties they are expected to perform.

1
2 **Section 10.5**

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

- 4
5 A. Resignation;
6 B. Discharge for justifiable cause; or
7 C. Retirement.
8

9 **Section 10.6**

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

- 11
12 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
13 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
14 United States;
15 C. Time spent on other authorized leaves; or
16 D. Time spent in layoff status as hereinafter provided.
17

18 **Section 10.7**

19 Seniority rights shall be effective within the general job classification. As used in this Agreement,
20 general job classifications are those set forth in Article I, Section 1.4.
21

22 **Section 10.8**

23 The employee with the earliest hire date shall have first right regarding shift selection and vacation
24 periods. When qualifications and ability are equal, as determined by the District, junior employees
25 may be given consideration with senior employees regarding shift selection and vacation periods. If
26 the District determines that seniority rights should not govern because a junior employee possesses
27 ability and performance substantially greater than a senior employee or senior employees, the District
28 shall set forth in writing, if requested, to the employee or employees and the organization's president its
29 reasons why the senior employee or employees have been bypassed.
30

31 **Section 10.9**

32 Employees who change job classifications within the bargaining unit shall retain their hire dates in
33 the previous classification notwithstanding that they have acquired a new hire date in the new
34 classification. Their seniority in the previous classification shall not continue to accrue but shall
35 remain on the payroll books.
36

37 **Section 10.9.1**

38 For purposes of layoff only: in the event an employee's position is eliminated and that
39 employee has contiguous previous experience in another classification within the District, that
40 individual's combined district seniority shall apply to the previous job classification.
41

42 **Section 10.10**

43 The District shall publicize for five (5) work days the availability of open and/or vacant positions as
44 soon as possible after the District is apprised of the opening. Transfers within a classification are not
45 considered vacancies, until such positions are advertised in writing as vacancies. A copy of the job
46 posting shall be forwarded to the president of the Union.
47

1 **Section 10.10.1**

2 Employees may only bid on temporary positions that extend to sixty (60) days or longer and
3 increase daily hours by thirty (30) minutes or more when such assignment would cause a
4 vacancy in their current assignment. In that event, the vacated position will be filled by a
5 substitute and the regular employee will be allowed to return to their regular assignment after
6 the temporary position ends.

7
8 **Section 10.10.2**

9 When a position opens between August 20 and June 15, the position may be filled with an in-
10 District applicant after two (2) days of posting rather than the five (5) day posting period set
11 forth above.

12
13 **Section 10.11 Layoff**

14 If there is a need to eliminate one or more positions in the bargaining unit that the District anticipates
15 will result in layoffs, the District will proceed according to the following procedures:

- 16
17 1. The District will first identify the positions to be eliminated based on District needs.
18
19 2. The District will then identify any vacant or new positions known at the time of the position
20 elimination. In the event one or more positions are to be eliminated, the District may place
21 displaced employees in an equivalent vacant position in their current classification, without
22 posting the vacant position. The District may add time to an existing position without posting in
23 order to ensure the employee does not suffer a loss of hours or pay.
24
25 3. If after consideration of existing vacancies, and with input from the employee pursuant to
26 item 5 below, the District determines that there is still a need to proceed with layoffs, the
27 District will displace less senior employee(s) in each classification as necessary to create
28 equivalent positions for any more senior displaced employees, without a loss of hours or pay.
29
30 4. If any employee displaced in Step 3 has more seniority than other remaining employees
31 (pursuant to Section 10.9.1), the District will repeat Step 3 until displaced employee(s) have no
32 less senior employee(s) to displace. The remaining employee(s) will then be identified for
33 layoff.
34
35 5. Before deciding on the placement of an employee in a position pursuant to the above
36 procedures, the Superintendent and employee will discuss available options and seek to reach
37 agreement on the employee's placement. Consideration shall be given to the employee's
38 experience and abilities, including experience in any sub-category within classifications.
39 If an agreement is not reached, the District retains the right to determine placement pursuant to
40 Section 2.1.
41
42 6. If during the above process the District determines that seniority rights should not govern
43 because a junior employee possesses ability and performance substantially greater than a senior
44 employee or senior employees, the District shall set forth in writing, if requested, to the
45 employee or employees and the organization's president its reasons why the senior employee or
46 employees have been bypassed.
47

1 Employees who are laid off will be placed on a reemployment list maintained by the District according
2 to seniority. Employees on the reemployment list have priority in filling an opening in the
3 classification held immediately prior to layoff. Names shall remain on the reemployment list for two
4 (2) years.

5
6 **Section 10.11.1**

7 Employees on layoff status shall provide in writing their current contact information with the
8 personnel office of the District and shall thereafter promptly advise the District in writing
9 (including email) of any changes. An employee shall forfeit rights to reemployment if the
10 employee does not comply with the requirements of this Section or if the employee does not
11 respond to the offer of reemployment within ten (10) days.

12
13 **Section 10.11.2**

14 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
15 other accrued benefits; provided, that such employee is offered a position substantially equal to
16 that held prior to layoff. A substantially equal position is defined as one that is no more than
17 five percent (5%) less annual compensation than the one held prior to being placed on the
18 reemployment list.

19
20
21
22 **ARTICLE XI**

23
24 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

25
26 **Section 11.1**

27 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
28 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
29 The District shall issue all discipline in a timely manner, as soon as practicable after the occurrence(s)
30 which lead to said discipline. Progressive discipline shall generally be followed as such: verbal
31 reprimand, written reprimand, suspension and termination.

32
33 If the District has reason to discipline or discharge an employee, or investigate an incident which could
34 lead to their discipline, the employee shall have the right to have a representative of their choice at
35 discipline proceedings, and the District may include a scribe. When a request for such representation is
36 made, no action shall be taken with respect to the employee until such representative of the
37 Association is present or until five (5) working days have passed after such request. No disciplinary
38 action may result from a meeting between an employee and a supervisor unless an opportunity for
39 representation has been afforded.

40
41
42 **Section 11.2 Notification to Non-Annual Employees**

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

1 Section 11.2.1

2 Should the District decide to discharge or lay off any non-annual employee, the employee shall
3 be notified in writing no later than the last day of school each year, when feasible, or when the
4 revenues of the District are firm, whichever is later.

5
6 Section 11.2.2

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

9
10 Section 11.2.3

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

13
14 Section 11.3

15 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
16 employees two (2) weeks' notice of intention to discharge or layoff.

17
18
19 **A R T I C L E X I I**

20 **I N S U R A N C E A N D R E T I R E M E N T**

21
22
23 Section 12.1

24 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide
25 funding for all bargaining unit members and their dependents as required by State law, the State
26 Operating Budget, and the School Employees Benefits Board (SEBB) Employees must be
27 compensated for a minimum of 630 hours per year to qualify for coverage.

28
29
30 If an employee is terminated or terminates their employment, their coverage will terminate at the end
31 of the month of termination.

32
33 Section 12.2

34 The District shall make required contributions for state industrial insurance on behalf of all employees
35 subject to this Agreement.

36
37 Section 12.3

38 In determining whether an employee subject to this Agreement is eligible for participation in the
39 Washington State Public Employee's Retirement System, the District shall report all persons who have
40 worked the monthly hours required for eligibility. These hours to include straight time, overtime or
41 otherwise.

42
43 Section 12.4

44 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan
45 approved by the District. On receipt of a written authorization by an employee the District will make
46 the requisite withholding adjustments and deductions from the employee's salary.

1 It is understood that in the event that the state legislature modifies legislation that changes the current
2 funding scheme or requires school employees to move to a different health care system, this provision
3 may become void; provided, that the District and the Union shall meet and confer in that event
4 regarding any impacts of such change to PSE employees.
5
6
7

8 ARTICLE XIII

9 VOCATIONAL TRAINING

10 **Section 13.1 Reimbursement of Travel Time**

11 Employees of the District must meet state standards before/during work on the job (unless required to
12 meet such standards either by state/federal or local job description before being hired). Such is the
13 responsibility of the employee. (In some instances, such employee may receive state temporary
14 certification, but final certification rests with the employer.) Any District required training, after the
15 initial entry requirements, will be compensated by the District, at employee's base hourly rate of pay, if
16 such training required is beyond the normal workday. If such District required training is during the
17 employee's normal workday, no reimbursement will be given. If such training required by the District
18 is away from the school district, the District will provide transportation for such employees, or provide
19 in-lieu of transportation for as many vehicles as is deemed necessary by the District to transport said
20 employees. The base hourly rate shall apply only to actual time in class and attendance must be
21 verified by the District superintendent or their designee. If an employee is required to attend a training
22 that requires travel, travel time shall be compensated at the employee's regular rate of pay.
23
24
25

26 **Section 13.2**

27 In the mutual interests of the District and Union, the District shall cause additional funds to be
28 available which may be used by employees subject to this Agreement for vocational improvement. A
29 pool of dollars equal calculated by the bargaining unit's FTE X \$100 shall be budgeted for each year of
30 this agreement. With prior approval from the District, such funds may be utilized up to one hundred
31 dollars (\$100.00) per employee for tuition, travel expenses, testing fees, and other related costs for job
32 specific/personal development. Employees may submit a request for reimbursement to the District
33 prior to August 30 of each year and must provide supportive documentation of successful completion
34 of the approved training. On August 30 of each year, any unused portion of the budgeted training
35 funds referenced in Section 13.3 shall be pooled and made available to employees whose total training
36 costs exceeded the one hundred dollar (\$100.00) individual allotment.
37

38 **Section 13.3 Education Incentive Program**

39 The District will institute an education incentive program for completion of approved training
40 programs. Bargaining unit employees who enroll in and complete an-approved training program
41 directly related to their current job classification, those employees who have previously completed an
42 approved training program directly related to their current job classification, and employees who have
43 completed state/federal education requirements shall receive additional compensation in the amount of:
44

45 Completion of 27-39 college credits; or 270-399 clock hours = 25¢ per hour

46 Completion of 40-89 college credits or 400-899 clock hours = 35¢ per hour
47
48

1 Possession of an AA or higher degree, 90+college credits, or 900+ clock hours = 60¢ per hour
2 per hour
3

4 **Section 13.4**

5 All paraeducators defined as classified school employees who work under the supervision of a
6 certificated or a licensed staff member to support and assist in providing instructional and other
7 services to students and their families must meet the following minimum requirements:

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

15 Paraeducators who have successfully met the standards above will be required to complete the
16 Fundamental Course of Study (FCS). The District will implement training for the Fundamental Course
17 of Study for which state funding is appropriated and for the number of days/hours that are funded by
18 the appropriation. The District will also provide access to computers and other technology needed to be
19 successful in obtaining the FCS and certificates.
20
21

22 **ARTICLE XIV**

23 **UNION MEMBERSHIP AND CHECKOFF**

24 **Section 14.1**

25 Upon authorization of any public employee within the bargaining unit, the District shall deduct from
26 the pay of such public employee the monthly amount of dues, certified by the secretary of the
27 PSE/SEIU Local 1948 of Washington (PSE), and shall transmit the same to the treasurer of PSE. The
28 District shall deduct local dues as established by the local PSE chapter and remit the same to the
29 treasurer of the local PSE chapter.
30
31

32 The District agrees to accept dues authorizations via paper form, voice authorization or by E-signature
33 in accordance with "E-SIGN." PSE will provide a list of the members who have agreed to Association
34 membership via any of the above methods. In addition, upon request, access will be given to the
35 District to the .wav files associated with the voice authorizations.
36
37

38 The PSE State Office will be the custodian of the records related to dues authorizations and they agree
39 that, as the custodian of the records, they have the responsibility to ensure the accuracy and safe-
40 keeping of those records.
41
42

43 **Section 14.2**

44 The District will notify the Union of all new hires within ten (10) workdays of the hire date.
45 Within 90 days of employment of a new hire, the Union shall have the opportunity to present
46 information about PSE to the new employees. This meeting shall be voluntary on the part of the new
47 employee, may last up to (30) thirty minutes and may occur during the District's new employee
48 orientation, or at another time mutually agreed between the District and Union. This access will be

1 provided during the new employee's regular work hours at the employee's work site or at a location
2 mutually agreed to by the District and the Union.

3
4 **Section 14.2.1**

5 No later than October 15th of each school year, the District will provide PSE with a complete
6 list of all bargaining unit members. The list will include the employee's name, classification,
7 job title, email address, mailing address, and contracted workdays.

8
9 **Section 14.3 Committee on Political Empowerment**

10 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
11 deduct from the pay of such bargaining unit employee the amount of contribution the employee
12 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
13 check separate from the Union dues transmittal check. Section 14.8 of the Collective Bargaining
14 Agreement shall apply to these deductions. The employee may revoke the request at any time. At
15 least annually, the employee shall be notified by the PSE State Office about the right to revoke the
16 request.

17 **Section 14.4 Hold Harmless**

18 The Union will indemnify, defend, and hold the District harmless against any claims, suits, orders,
19 and/or judgments against the District on account of any check-off of Union dues or voluntary political
20 contributions.

21
22
23
24 **ARTICLE XV**

25
26 **GRIEVANCE PROCEDURE**

27
28 **Section 15.1**

29 Grievance or complaints arising between the District and its employees within the bargaining unit
30 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
31 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

32
33 **Section 15.2 Grievance Steps**

34
35 **Section 15.2.1 Step 1**

36 The employee shall first discuss the grievance with their immediate supervisor. If the employee
37 wishes, they may be accompanied by a Union representative at such discussions and the
38 District may include a scribe. All grievances not brought to the immediate supervisor in
39 accordance with the preceding sentence within fifteen (15) work days of the occurrence of the
40 grievance shall be invalid and subject to no further processing.

41
42 **Section 15.2.2 Step 2**

43 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
44 subsection, the employee shall submit to their immediate supervisor within five (5) additional
45 work days, a written statement of the grievance containing the following:

- 46
47 A. The facts on which the grievance is based;

- B. A reference to the provisions in this Agreement, which have been allegedly violated;
- C. The remedy sought.

The employee shall submit the written statement of grievance to their immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) work days from submission of the written statement of the grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.3 Step 3

If no settlement has been reached within the five (5) days referred to in the preceding subsection and the grievant and the Union believe the grievance to be valid, a written statement of grievance shall be submitted within ten (10) work days to the District superintendent or the superintendent's designee. After such submission, the parties will have ten (10) work days from submission of the written statement of the grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.4 Step 4

If no settlement has been reached within the ten (10) days referred to in the preceding subsection and the grievant and the Union believe the grievance to be valid, the employee may demand arbitration of the grievance. The grievance may be submitted by the Union to final and binding arbitration. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Union. The parties to this Agreement shall then be bound by the rules and procedures of the American Arbitration Union, and the decision of the arbitrator shall be final and binding. During the arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party. The arbitrator shall not have the power to alter, modify, amend, add to, or subtract any of the terms of this Agreement or substitute their judgment for that of the parties.

Section 15.3

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

ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1

A person previously employed by the District, requesting re-employment within a two (2) year period after separation, may at the discretion of the superintendent and/or hiring officer, be placed on the same salary experience step formerly held and have all other benefits reinstated. Any person who is re-employed by the District after the two (2) year limit will be hired as a new employee.

1 **Section 16.2**

2 Transfer of previous experience such as leaves, vacation and longevity shall be in accordance with
3 state statute. Employees formerly employed by an organization previously under contract to the
4 District for services shall, if hired into District employment, be credited with their original date of hire
5 as either a former District employee (if through no fault of the employee, the services were contracted
6 to another employer) or an employee of the contracted organization; provided, however, there have
7 been no breaks in employment.
8
9
10

11 **ARTICLE XVII**

12 **SALARIES AND EMPLOYEE COMPENSATION**

13
14
15 **Section 17.1**

16 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
17 worked. Each employee shall receive a full accounting and itemization of authorized deductions,
18 hours worked, and rates paid with each paycheck.
19

20 **Section 17.1.1**

21 The base salary of all employees shall be prorated into twelve (12) equal monthly paychecks.
22 Overtime and extra work hours will be paid on a monthly basis.
23

24 **Section 17.2**

25 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
26 Schedule A attached hereto and by this reference incorporated herein.
27

28 **Section 17.2.1**

29 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
30 terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this
31 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
32 to the effective date.
33

34 **Section 17.2.2**

35 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
36 of this Agreement if possible and in any case not later than the second regular payday. In the
37 case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such
38 retroactive pay shall be paid on the first regular payday following Agreement on such schedule,
39 if possible and in any case not later than the second regular payday.
40

41 **Section 17.2.3**

42 Any employee who changes or is changed by the District to a higher paid position or
43 classification shall be guaranteed no loss in pay per hour. No employee shall be placed on
44 probation when changing or is changed by the District from one building to another in the same
45 job description.
46

1 **Section 17.3**

2 For purposes of calculating hours, total time worked shall be calculated by adding up the total amount
3 of time worked in the pay period and then rounding up the total monthly time to the next one-half (½)
4 hour.

5
6 **Section 17.4**

7 Employees subject to this Agreement who are required in the course of their employment to use their
8 personal vehicles shall be reimbursed by the District for mileage at the IRS rate.

9
10 **Section 17.5**

11 Employees required to remain overnight on District business shall be reimbursed for reasonable room
12 and board expenditures.

13
14 **Section 17.6**

15 The District shall reimburse employees for all licensing and examination fees required as a condition
16 of continued employment, to include: medical examinations; drug and alcohol screens; recurrent first
17 aid classes; and commercial driver's license endorsements. The District shall reimburse for the first
18 attempt and first renewal attempt only for CDL tests, ParaPro assessment, food handler's card,
19 Automotive Service Excellence (ASE) certification, or other tests required to maintain employment;
20 the District will pay for all drug/alcohol testing. Employees shall suffer no loss in pay for time spent in
21 required examinations as long as prior approval has been received from the superintendent, or their
22 designee, for the date and time when the examination would be taken.

23
24 **Section 17.7**

25 Summer work shall be posted pursuant to Section 10.10. Summer work which is the same as that work
26 normally done by a part-time employee during the school year shall be offered to current qualified
27 part-time employee(s) first. This work will be performed at the regular rate of pay for the position. If
28 summer work is within an employee's normal classification, the employee will receive their regular
29 rate of pay. If it is not in their typically assigned classification, the employee will receive the rate of
30 pay for that position based on their education and longevity. Excluded from coverage of this section
31 are programs which involve students in summer work and/or study programs and specialized work
32 which is contracted out to qualified providers.

33
34
35
36 **ARTICLE XVIII**

37
38 **TERM AND SEPARABILITY OF PROVISIONS**

39
40 **Section 18.1**

41 The term of this Agreement shall be September 1, 2022 through August 31, 2025.

42
43 **Section 18.2**

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

1 **Section 18.3**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
3 parties in writing. All wages on Schedule A shall be increased by the state-funded increase for each
4 year of this Agreement. This Agreement shall be reopened as necessary to consider the impact of any
5 legislation enacted following execution of this Agreement which may arguably affect the terms and
6 conditions herein or create authority to alter personnel practices, including work day/work year
7 changes and/or salary matters. in public employment.
8

- 9 1. Beginning September 1, 2022, the District will increase all wages on Schedule A by a
10 total of 4%.
11
12 2. The parties will meet annually to negotiate wage increases for the 2023-2024 and the
13 2024-2025 school years.
14

15 **Section 18.4**

16 If any provision of this Agreement or the application of any such provision is held invalid, the
17 remainder of this Agreement shall not be affected thereby. Such invalid provision(s) shall be
18 renegotiated upon written notice by either party within thirty (30) calendar days.

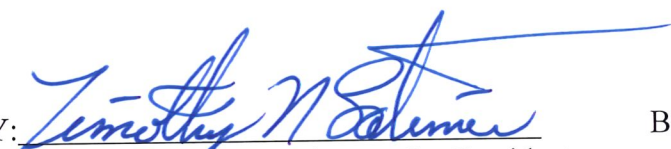
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

STEVENSON-CARSON CHAPTER

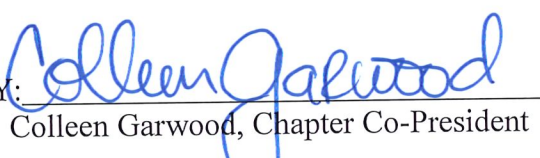
STEVENSON-CARSON
SCHOOL DISTRICT #303

BY: 
Timothy N. Latimer, Chapter Co- President

BY: 
Ingrid Colvard, Superintendent

DATE: 6/10/2022

DATE: 6-10-2022

BY: 
Colleen Garwood, Chapter Co-President

DATE: 6/10/2022