

COLLECTIVE BARGAINING AGREEMENT BETWEEN

TAHOMA SCHOOL DISTRICT #409

AND

PUBLIC SCHOOL EMPLOYEES OF TAHOMA CHAPTER #709

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948

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DECLARATION OF PRINCIPLES

1. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties.
2. It is the intent and purpose of the parties to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into pursuant to RCW 41.56 between Tahoma School District Number 409 (hereinafter "District") and the Public School Employees of Tahoma (hereinafter "Association"), an affiliate of Public School Employees of Washington. Nothing in this definition shall be construed to deny Public School Employees of Washington the right to represent members of the bargaining unit.

Titles included for the sections in this Agreement are not intended to restrict or expand the meaning of the actual contract language in each section.

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as Deputy, Administrative Assistant, or Secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (12).

Section 1.3.

Modification of existing positions or the creation of new positions shall require reopening of this Agreement for salaries only. Job descriptions will be available to any employee upon request.

Section 1.4.

The bargaining unit to which this Agreement is applicable is as follows: All instructional support employees performing duties in the Secretarial/Clerical, Technology, Support Services, Health & Safety,

Educational Support, Food Service, Transportation, Custodial/Maintenance, Extended Enrichment and general job classifications; provided, however, that the Executive Assistants to the Superintendent/School Board, Assistant Superintendents, Directors and Executive Directors (up to 3), Accountants (up to 2), Purchase/Risk Management Agent (1), Payroll Coordinators (2), Public Relations Officer (1), Human Resources Assistants (up to 3), Supervisors of Transportation, Maintenance, Custodial, Food Service, Technology, and Extended Enrichment Program (EEP) shall be excluded pursuant to Section 1.2 above. The numbers of exempt employees above may be revisited by the Conference Committee dependent upon growth in student and/or staff FTE.

Section 1.5. Definitions.

Section 1.5.1.

Full-time equivalent (FTE): For purposes other than insurance benefits as provided herein, the percentage of the total annual hours, including paid holidays worked by an employee, shall be based on two thousand eighty (2,080) annual hours.

Section 1.5.2.

Full-time employee: An employee who is employed two thousand eighty (2,080) hours per year (forty (40) hours per week, twelve (12) months per year, two hundred sixty (260) working days per work year).

Section 1.5.3.

Regular part-time employee: An hourly employee who works a regular monthly schedule and is not a full-time employee.

Section 1.5.4.

Temporary employee: An employee who is assigned to a temporary position which exists or, in good faith, is projected to exist for a period not to exceed the end of the current fiscal year.

Section 1.5.4.1. First 90 Days.

Temporary employees who work more than thirty (30) cumulative days during the current or immediately preceding school year are included in the bargaining unit and have the rights described in this Section (1.5.4.1.). The provisions of Articles XII (Insurance), XIV (Association Membership) and XV (Grievance Procedure) shall apply to temporary employees. Such temporary employees shall be paid the Schedule A entry rate for the position in which they work. No other provision of this Collective Bargaining Agreement shall apply to bargaining unit temporary employees, unless specifically stated.

Section 1.5.4.2. After 90 Days.

After working more than ninety (90) consecutive days, in addition to the contractual rights identified in Section 1.5.4.1. above, a temporary employee shall have (a) seniority as defined in Section 10.1 only for the purpose of establishing preferential rights to assignment to new or open jobs or positions (and not layoffs or reductions in hours) pursuant to the terms of Section 10.7; (b) the right to a personal interview pursuant to Section 10.7.1.; and (c) the retention of seniority rights under this Section for a period of one (1) year after the conclusion of the temporary position. No other provision of this collective bargaining agreement shall apply to bargaining unit temporary employees, unless specifically stated.

Section 1.5.4.3.

Positions Becoming Permanent. Temporary employees who become permanent in the same position shall have their seniority date adjusted retroactive to temporary hire date after completion of the probationary period. Probationary period shall start on the date of Board hire.

Section 1.5.5. Substitute Employee.

An employee who is employed by the District as a replacement for another employee who is on leave or absent or is in a position while that position is posted and being filled pursuant to Section 10.9. Substitute employees who work more than thirty (30) cumulative days during the current or immediately preceding school year are included in the bargaining unit. No other provision of this collective bargaining agreement shall apply to bargaining unit substitute employees, unless specifically stated. Substitute employees may be scheduled for any amount of time, except for substitute bus drivers who shall work a minimum of two (2) hours. Bus drivers working as a substitute bus assistant shall be paid their regular wage. See Section 16.20 for wage rates of substitute employees.

Section 1.5.6. Leave Replacement Employee.

Except when circumstances are detrimental to the education of students or creates a hardship to the department, employees may take a leave from their current position to fill temporary positions within the same department or building coming open because of a leave anticipated to exceed forty five (45) working days if the position has greater hours or a higher rate of pay. A leave replacement employee hired from within the bargaining unit shall have all contractual rights and shall return to their former position at the time the initial employee on leave returns, subject to Article X. A leave replacement employee hired from outside the bargaining unit shall have all contractual rights subject to Article X for the duration of that position.

Section 1.5.7.

The District reserves the right to employ student helpers provided that the following guidelines will be observed:

- A. Student helper positions must be a part of an educational, student corrective action, work training program or a summer crew limited to no more than one hundred twenty (120) hours per day or such greater number approved by the Association through the Conference Committee. Such summer crew positions shall be posted before school is out for the summer.
- B. Employees who have students placed with them shall have input into that decision.
- C. For paid positions students shall be paid no more than the minimum wage, if at all.
- D. Student helpers will be excluded from the bargaining unit.
- E. With the consent of the food service manager at a particular building, student helpers may also be used in the food service program.

Section 1.5.8.

Employees who are selected for interim supervisory District positions outside of the bargaining unit may retain their seniority within the bargaining unit and a right to their former assignment

for up to one (1) year. The employee will retain accrued sick leave and vested vacation rights and will continue to accrue seniority during such leave.

Section 1.5.9. Light-Duty Positions.

The District may create temporary light-duty positions for employees with open Labor & Industries claims receiving time-loss benefits. The positions will be paid minimum wage. The District will submit proposed job descriptions to the Association for approval. The filling of such positions shall be exempt from the posting and seniority provisions of Sections 10.7 and 10.9. Employees filling such positions shall not earn additional seniority in any classification or replace current bargaining unit employees.

Separate from light-duty positions, employees may request reasonable accommodations for temporary or permanent disabilities and engage in the interactive process with District and building/department administrators and staff, sharing disability information only when appropriate, to determine if the essential functions of the job can be accomplished with reasonable accommodations. An employee may invite an Association representative to be involved in this discussion at any time.

Section 1.5.10. On Call Positions.

The parties agree that under limited and unique conditions, “on-call” positions performing bargaining unit duties and without a definite and regular shift (as per Sections 7.1, 7.2 of this Agreement) may be appropriate. These positions may exist when the demand for specific services is on a cyclical or on-demand basis, which would not support a regular continuing position on a regular schedule. The need, as well as the compensation for such positions, will be the subject of bargaining and shall require mutual agreement between the District and the Association. No other provisions of this bargaining agreement shall apply.

Section 1.5.11. Vine Maple Homeless Transition Program.

The District will be providing “job shadow” opportunities for mothers who are a part of the Vine Maple Homeless Transition Program. These opportunities are intended to provide insight and training for participants to transition into the workplace but will not supplant either existing or potential PSE bargaining unit positions. Participants will not be subject to bargaining unit rights nor in any way considered employees by either the District or the Association. The Association agrees to support and accommodate program participants. The District agrees to review the program’s impact on bargaining unit positions if requested by the Association.

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.

Section 2.3.

It is the intention of the parties hereto that all rights, powers, prerogatives, duties and authority which the said District now has or had, whether exercised or not, prior to the signing of this Agreement are retained by the District except for those which are specifically abridged or modified by this Agreement. Such abridgement or modification shall be to the extents specifically set forth in this Agreement, and such abridgements or modifications are to be strictly construed.

Section 2.4.

The District may, in accordance with law, employ classified personnel to supervise school children in non-instructional activities, and in instructional activities while under the supervision of a certificated employee. Classified employees whose regular job duties do not include the supervision of students will not be assigned to do so except in emergency circumstances.

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 Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. Neither the District, nor the Association, shall in any way interfere with or discriminate against the employees in the exercise of their rights as defined in Chapter 41.56 - the Public Employees' Collective Bargaining Act.

Section 3.2.

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

Section 3.3.

An employee shall be entitled to and be informed of their right to have present a representative(s) of the Association during any disciplinary action excluding informal warnings, criticism or suggestions for improvement which independently do not form a basis for formal action. (See Weingarten Rights described in Appendix A.) When a request for such representation is made, no action shall be taken with respect to the employee until such representative(s) of the Association is/are present or until two (2) days have passed after such request. When the Association chooses to provide multiple representatives in a meeting, the Association will provide advance notice to the supervisor calling the meeting. In emergency conditions, in cases where health, safety and well-being of students, other employees, or

District patrons necessitate immediate disciplinary action, the District will notify the Association as soon as reasonably possible that action has been taken.

Section 3.4.

In keeping with Federal and State laws neither the District nor the Association shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, marital status or because of the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

Section 3.5.

In keeping with Federal and State laws it shall be the responsibility of the District to provide each employee with a safe area in which to perform assigned duties.

Section 3.6.

There shall be one official personnel file maintained in the Human Resources Office for each employee. This shall not prevent a supervisor from maintaining a working file. Such a file shall only contain information which has occurred during the current school year. Both "working" files and "personnel" files are available for inspection by the employee. Anyone at the employee's request may be present at this inspection. A District representative shall also be present during such inspection. Upon request, the employee and/or the Superintendent or their official designee shall sign an inventory sheet.

Section 3.6.1.

No derogatory material may be entered into an employee's personnel file unless they have had an opportunity to read and respond to it. The employee shall be asked to sign the item indicating that they have read the material. Such a signature does not indicate agreement. Any employee written comments shall be permanently attached to the derogatory material.

Section 3.6.2.

Official letters of commendation, certificates of workshops attended, and official class transcripts shall be entered in the employee's file upon their request. Items may be removed from the file two (2) years after insertion provided that the employee has the opportunity to be present to take possession of the materials.

Section 3.6.3.

Provided that no similar re-occurrences have been documented during the previous two (2) years, the Association can request removal of materials from an individual's file.

Section 3.7.

Employees whose positions are eliminated or downgraded due to changes in District facilities or procedures shall be frozen at their current hourly rate until the rate for the downgraded position matches it. Such employees shall retain their seniority in the former classification for two (2) years. The Association may waive Article X to accommodate such employees in their attempts to transfer to higher paying jobs. This downgrade grandfather shall not apply where the transfer to a lower position occurs as part of a reduction in force.

Section 3.8. Cameras on Buses.

Video cameras are a tool to assist in monitoring students on the bus and to provide security for students, staff and District property at school buildings. Video may be used like any other evidence in cases

1 involving safety concerns or allegations of employee misconduct but shall only be used to monitor
2 employee performance with prior approval of the employee and Association. Drivers may view video of
3 their run upon request and may invite another person to view the same. A driver will be notified when
4 video from their bus is pulled for viewing, except when the video is pulled to investigate employee
5 misconduct, in which case any evidence of misconduct will be shared with the employee prior to any
6 disciplinary action. Video will not be reviewed by non-supervisory employees who do not have a job
7 duty that requires the viewing of the video. Video will not be stored on drives or in folders accessible to
8 those who do not have a need to view it.

9 10 **Section 3.9. Cameras at Buildings.**

11 The presence of security cameras at school buildings will be disclosed to the Association upon request.
12 Video may be used like any other evidence in cases involving safety concerns or allegations of employee
13 misconduct but shall only be used to monitor employee performance with prior approval of the
14 employee and Association. The video will not be reviewed by non-supervisory employees who do not
15 have a job duty that requires the viewing of the video. Video will not be stored on drives or in folders
16 accessible to those who do not have a need to view it.

17 18 **Section 3.10. Workplace Harassment and Bullying.**

19 Employees are protected from workplace harassment and bullying under Board Policy 3207.
20
21
22

23 **ARTICLE IV**

24 **RIGHTS OF THE ASSOCIATION**

25 26 **Section 4.1.**

27 The Association has the right and responsibility to represent the interests of all employees in the unit; to
28 consult or to be consulted with respect to the formulation, development, and implementation of
29 industrial relations matters and practices which are within the authority of the District; and to enter
30 collective negotiations with the object of reaching an agreement applicable to all employees within the
31 bargaining unit.

32 33 **Section 4.2.**

34 The Association is entitled to have representative(s) at hearings conducted by any District official or
35 body arising out of grievance and to make known the Association's views concerning the case.
36

37 **Section 4.3.**

38 The District, as part of the general orientation of each new employee within the unit subject to this
39 Agreement, shall provide such employee with a copy of this Agreement to be furnished the District by
40 the Association.
41

42 **Section 4.4. Association Leave.**

43 The President of the Association and designated representatives will be provided time off with pay to a
44 cumulative total of ten (10) days per year to attend regional or State meetings of the Association or to
45 conduct Association business. The Association is required to give the District not less than forty-eight
46 (48) hours' notice and will reimburse the District for the actual cost of the substitute employee(s) hired
47 to replace the President and/or designees.
48

1 **Section 4.5. Bargaining Unit Information.**

2 Upon request, the District shall provide Public School Employees of Washington (the State Membership
3 Department of the Association) with the following information regarding each employee in the
4 bargaining unit (as current in District records): Name, address, personal telephone number, position, hire
5 date, birth date, hours, hourly rate and work location. This information shall be supplemented and
6 revised monthly as changes occur.

7
8 When the District is provided with a report template by WSIPC to automatically report the following
9 information to the Association in an electronic format, the District will provide the Association a
10 monthly bargaining unit list transmitted electronically in Excel format to membership@pseofwa.org and
11 Chapter Membership Officer (or whomever is responsible for membership). Included will be those who
12 are hired, rehired, reinstated, transferred into or out of the bargaining unit, reclassified, promoted,
13 downgraded, placed on leaves of absence of any type (including retirement), and those added or deleted
14 from the bargaining unit. All lists should contain each bargaining unit employee's: name; employee
15 number; classification; job title; work location; personal phone number; address; work and personal
16 e-mail address; hourly rate of pay; hours worked; FTE; SEBB eligibility; gross pay; union dues paid;
17 and language preference.

18
19 **Section 4.6. Bulletin Boards.**

20 The District shall provide a bulletin board space in each school for the use of the Association. The
21 bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin
22 shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may
23 not be posted. There shall be no other distribution or posting by employees or the Association of
24 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than
25 herein provided.

26
27 **Section 4.6.1.**

28 The responsibility for the prompt removal of notices from the bulletin boards after they have
29 served their purpose shall rest with the individual who posted such notices. Bulletin boards shall
30 be maintained in a neat, orderly fashion. It will be the responsibility of the Association to ensure
31 that bulletin boards are maintained in this fashion by the removal of out-of-date notices and other
32 materials which detract from their orderly appearance.

33
34 **Section 4.7. Association Meetings for Night Shift Employees.**

35 Night shift employees will be allowed time off to attend Association meetings provided time and work
36 can be made up and provided further, the supervisor agrees that the workstation can be left.

37
38 **Section 4.8. Conference Committee.**

39 The Association will designate a Conference Committee who will meet with the Superintendent and/or
40 the Superintendent's representatives at mutually-agreeable regular intervals. Items for the meeting
41 agenda shall be shared by the parties in advance of the meeting. Either party may request the presence of
42 a particular representative from the other party, but the parties shall be independently responsible for
43 determining who is appropriate to address items on the agenda.

44
45 **Section 4.8.1.**

46 Either the District or Association may add to the Conference Committee agenda any proposals
47 for changes in job descriptions and evaluation forms. The Conference Committee will appoint
48 subcommittees when necessary to develop such descriptions and/or forms by the people most

1 knowledgeable about the positions. The proposed changes will be reviewed by the Conference
2 Committee so that either party may demand to bargain wages, hours or working conditions
3 resulting from the change in job description.
4
5
6

7 ARTICLE V

8 9 APPROPRIATE MATTERS FOR 10 CONSULTATION AND NEGOTIATION 11

12 **Section 5.1.**

13 It is agreed and understood that matters appropriate for consultation and negotiation shall be wages,
14 hours, working conditions and grievance procedures.
15

16 **Section 5.2.**

17 It is further agreed and understood that the District will negotiate with the Association the effects of
18 subcontracting any bargaining unit work.
19

20 **Section 5.3. Opening or Reconfiguring Schools.**

21 Prior to the opening of a new facility or transferring students to other buildings because of
22 overcrowding, representatives of the Association and District leadership will meet, upon request of
23 either party, to discuss the process for implementing the necessary change. The District will use
24 information from the discussions to develop a process which will be communicated to staff in writing
25 prior to any staff change, provided that the District shall have the right to transfer employees to staff
26 these changes by the following process:
27

- 28 A. The District will give employees who are subject to transfer due to overstaffing the first
29 opportunity to apply for openings made available by the opening of the new building and/or
30 student transfers. The District reserves the right to assign such employees to any opening for
31 which the employee is qualified as long as the employee is not assigned to a position with
32 less hours or less hourly rate than the position from which they transferred.
33
34 B. For those positions which are not filled by the transfer process above for any reason, the
35 District reserves the discretion to involuntary transfer employees from overstaffed buildings
36 according to Section 10.7 seniority provisions.
37
38 C. For positions that remain open after the above first two steps, the District will post and fill
39 such positions per Article X provisions.
40

41 **Section 5.4. School Year Calendar.**

42 Prior to adopting a student school year calendar, the District will solicit input and calendar preferences
43 from the bargaining unit members through the Association leadership. Should changes to the student
44 calendar be made, the Association shall have the right to bargain the impact of said change prior to
45 implementation.
46

47 **Section 5.5. Reclassification Committee.**

48 When an employee's job requirements have significantly changed to such a degree that their current
49 responsibilities no longer align with their job classification, a review is available through the

1 Reclassification Committee. Experience and additional education not required by the District, an
2 increase in the volume of work assigned, and additional duties assumed by the employee without the
3 knowledge or approval of the employee's supervisor, and personal ability shall not serve as reasons for
4 position reclassification.

5
6 Employee-requested reclassifications during the term of this Agreement shall be submitted by
7 employees to the Association's unit representative prior to March 1. The Association shall screen the
8 applications and present such requests as it deems appropriate to Human Resources once per year prior
9 to April 1.

10
11 The District and Association will provide a mutually agreed upon application form to bargaining unit
12 members wishing to apply for reclassification.

13
14 **Section 5.5.1.**

15 A committee composed of three (3) members designated by the Association and three (3)
16 members designated by the District shall be formed to consider and act upon requests for
17 reclassification to a different position within the bargaining unit.

18
19 **Section 5.5.2.**

20 At the request of the Committee, the employee may meet with the Committee to clarify the
21 request and to respond to any questions by Committee members.

22
23 **Section 5.5.3.**

24 Reclassification requests shall be considered approved when at least five of the six
25 Committee members have reached consensus on approval.

26
27 **Section 5.5.4.**

28 Requests approved by the Committee are subject to ratification by the District's Board of
29 Directors. Approved requests submitted in February shall be considered effective March 1.

30
31 **Section 5.5.5.**

32 Decisions by this Committee regarding the reclassification requests are not subject to appeal,
33 nor are they subject to grievance procedures specified in the negotiated agreement.

34
35
36
37 **ARTICLE VI**

38
39 **EVALUATIONS**

40
41 **Section 6.1. Time and Frequency.**

42 Administrative supervisors shall meet at least annually with employees to discuss professional
43 expectations for their positions and departments and how they fit within the direction of the school
44 system. Employees shall be evaluated at least once every two (2) school years with evaluations due by
45 the employee's last working day of the school year.

1 **Section 6.2. Responsibility.**

2 Paraeducators shall be evaluated by the Principal, Assistant Principal, Dean or other certificated District
3 Administrator or Coordinator/Specialist. Other employees shall be evaluated by their administrative
4 supervisor although data may be provided by other employees under Section 6.3 below.

5
6 **Section 6.3. Data.**

7 The evaluator will gather data to use in completing the evaluation, including direct observations and
8 input from certificated and classified staff who work directly with the employee. Data will include direct
9 observations of employee performance taken at least two weeks in advance of the sharing of the
10 evaluation conclusions. Input from certificated and classified staff does not alleviate the responsibility of
11 the evaluator to confirm opinions and data shared. We believe evaluations should be timely, fair,
12 accurate and based on data. Upon request, the employee shall have the right to review records of any
13 data gathered in this process.

14
15 **Section 6.4. Feedback and Response.**

16 The evaluation shall be discussed with the employee, and signed by the supervisor and the employee, the
17 signatures indicating only that the discussion has taken place. An employee may respond, in writing,
18 concerning any comments or ratings contained within the performance evaluation, and such response
19 shall be attached to the evaluation and be placed in the employee's personnel file. Supervisors will share
20 feedback on areas of performance that need to be improved throughout the year, and such feedback may
21 be shared in documents or discussions that are separate from the evaluation form.

22
23 **Section 6.5. Professional Growth Plan.**

24 Professional growth plans (PGPs) are job-embedded, self-directed professional development. To
25 complete a PGP, employees set their own goals, align them to certificate standards, design an action
26 plan, and collect evidence documenting their growth towards achieving their goals. Employees then
27 reflect on the process. Any employee may request a professional growth plan (PGP) instead of the
28 evaluation process described in Section 6.1. Such request must be made, and the PGP must be
29 developed, by November 15 of any school year and is subject to the approval of the supervisor. Either
30 the employee or the District may require that the regular evaluation of Section 6.1 be used in lieu of the
31 PGP in any year provided that the notice to use the regular form is given prior to February 1 of the
32 respective year. The PGP employee and the supervisor, peer coach or other participants in the PGP goals
33 will meet informally throughout the year to discuss goal progress. All one hundred eighty (180) day
34 employees shall meet with their supervisor prior to the end of the school year to analyze data, review
35 success of goals and to sign a verification form for the personnel file. An employee is eligible for the
36 PGP listed in this section provided that the employee "meets standard" on all criteria listed on any
37 evaluation given over the course of the immediate four school years.

38
39 **Section 6.6. Evaluation Forms.**

40 Current evaluation forms shall be posted on the District's website. See Section 4.8.1 for the process for
41 updating or changing such forms.

42
43 **Section 6.7. Plans of Improvement.**

44 If any employee receives an overall evaluation rating that may lead to discharge, the District may place
45 the employee on a Plan of Improvement (POI). The decision to implement a POI is part of the evaluation
46 process and is not disciplinary or subject to appeal through a grievance. Prior to beginning the POI, the
47 District will meet with the employee and an Association representative, unless the employee declines
48 representation, to discuss the elements, timeline and possible consequences of the POI. The POI will
49 identify the areas of unsatisfactory performance, the timeframe of the POI, the expectation(s) to be met,

resources the District will provide to the employee to assist the employee in meeting expectations, and consequences for failure to meet expectations (which may include a recommendation for termination of employment).

The evaluator will meet with the employee and provide periodic feedback indicating whether or not the expectations set forth in the POI are or are not being met. At the end of the POI, a new evaluation will be completed. Prior to a final decision that an employee has failed to make sufficient improvement during the POI timeframe, the District will meet with the employee and an Association representative, unless the employee declines representation, to discuss the POI and receive the employee's input before making a final determination (the Loudermill opportunity). A recommendation to terminate the employee for inadequate performance following a POI must be considered and approved by the Board. The Board's decision may be grieved under Article XV under the standards and procedures in that Article. For more information relating to employee personnel files see Section 3.6 and its subsections.

ARTICLE VII

HOURS OF WORK

Section 7.1. Assigned Hours of Work.

Section 7.1.1.

The District reserves the right to employ employees for the number of hours, days and weeks which it determines to be appropriate. Before scheduling furlough days for financial savings, the District shall seek input from and provide the Association an opportunity to influence the decision through the Conference Committee regarding the number and scheduling of furlough days for each classification.

Section 7.1.2. Waiver/Early Release Days.

On waiver days and/or early release days scheduled for professional development or similar activities, less than two hundred sixty (260) day employees shall be provided mandatory opportunities on that day or at other days or times scheduled by the supervisor to work hours equal to their regular shifts. The Transportation and Food Service Departments may decide by June 1 each year for the following year, using their consensus decision making process, to forego the mandatory work opportunities in this paragraph except for eight (8) hours of mandatory training for Transportation and four (4) hours of mandatory training for Food Service.

Section 7.1.3.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Exceptions to this shall be mutually agreed upon by the Association and the District. (See also 7.3).

Section 7.1.3.1.

With prior supervisor approval, during the periods when school is not in session, the workweek and shift of employees may consist of four (4) consecutive days of ten and

one-half (10½) hours a day, including a forty (40) minute uninterrupted lunch period and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period.

During the school year, and with prior supervisor approval, employees who do not work directly with students may work a similar four (4) day workweek, as long as working said schedule does not impede the operations in their department.

Denial of these requests may be appealed to the Superintendent or designee.

Section 7.1.4.

Any employee who has worked additional days within their assignment on a timecard basis for two (2) or more years shall have their regularly scheduled annual work year increased.

Section 7.1.5.

Each employee shall be assigned in advance to a permanent shift. Each shift shall have designated times of beginning and ending which will not be involuntarily changed without one (1) weeks' notice, except in case of an emergency.

Section 7.1.6.

All employees reporting to work shall receive a minimum of two (2) hours pay at base rate, even though the employee is dismissed from regular shift because of school closures; provided, however, that an employee shall not receive such compensation when the employee has reasonable notice from the District not to report. The District, at its option, may require two (2) hours work at the time of call.

Section 7.1.7.

Employees called for "Special Services" shall be compensated for a minimum of two (2) hours per call. "Special Services" is any work noncontiguous with the regular daily work shift or on an employee's day of rest (except transportation extra trips). Employees absent from work shall not be eligible for special services or other work opportunities on the day of absence.

Section 7.1.8.

On a case by case basis, employees may be allowed to work at home instead of their regular job site with the prior approval of their supervisor. Whether a substitute is called in to work in place of the employee at the normal job site is at the discretion of the supervisor and may be a basis for denial of the request to work at home.

Section 7.1.9. Mandatory Meetings and Training.

Employees shall be compensated at their regular rate of pay for mandatory attendance at meetings and training outside their regular scheduled working day. If such meetings or trainings are held during the employee's regular scheduled working day, employees shall be compensated at their regular rate of pay. If an employee is entitled to an overtime rate of pay as a result of mandatory attendance, the overtime provisions of this Agreement shall apply.

Section 7.1.10. Emergency Closures.

When all schools or individual school buildings are closed, employees assigned to those locations are not expected to report to work except for employees who are designated as critical

personnel. If notice of school closure is provided after an employee has already reported to work, such an employee will be paid for two (2) hours or the actual amount of time worked, whichever is greater. When a school is open, but an employee assigned to that school is unable to report to work at the scheduled start of the employee's shift because of inclement weather or other unforeseen emergency, employees may use emergency leave, vacation leave, personal leave, or 261st / 262nd day (if applicable), or be given an unpaid day if no eligible paid leave remains in the employee's leave balance. The District and Association will collaborate for solutions that may be different for exceptional emergency situations.

Section 7.2. Meal Periods and Breaks.

Section 7.2.1.

Each shift of five (5) hours or more shall include an uninterrupted, unpaid meal period of thirty (30) minutes, to be scheduled at least two (2) hours, but less than five (5) hours, from the beginning of the shift. Each shift shall also include a paid ten (10) minute rest period for each four (4) hours of work, to be scheduled as near the midpoint of the work period as possible unless otherwise agreed upon by the employee and supervisor. Full-time employees (Eight (8) hours per day, two hundred sixty (260) days per year) shall receive an additional ten (10) minute paid break to be attached to their thirty (30) minute unpaid lunch. If equivalent intermittent rest periods are available due to the nature of the work, pre-scheduled rest periods are not required.

Section 7.2.2.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the employee's supervisor or emergency work requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at appropriate rates.

Section 7.3. Overtime and Compensatory Time.

Section 7.3.1.

Except as provided below, all employees subject to this Agreement, except Bus Drivers, shall be compensated at the rate of one and one-half (1½) times their base hourly rate for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and on the sixth (6th) or seventh (7th) consecutive workday. Official holidays, vacation days and sick leave, but not compensatory time, are to be included as hours worked for the purpose of counting weekly hours. Holidays worked will be paid at the employee's hourly rate plus time and a half.

Section 7.3.1.1

All bus drivers shall be compensated at the rate of one and one-half (1½) times their base hourly rate for all hours worked in excess of forty (40) hours per week. Vacation days and sick leave, but not holidays or compensatory time, are to be included as hours worked for the purpose of counting weekly hours.

Section 7.3.2. Sunday Pay.

All time worked by custodians on Sundays shall be paid at twice the employee's regular hourly rate (with night shift differential only added for work within the second shift hours). Other employees specifically required by their supervisor to work on Sunday, excluding employees

who are regularly scheduled to work on Sundays, shall also be paid at twice the employee's regular hourly rate.

Section 7.3.3.

When working an alternative four (4) day workweek pursuant to Section 7.1.3.1, all hours worked in excess of ten (10) hours per day instead of eight (8) hours per day, as well as work on the fifth consecutive workday shall be compensated at a rate of one and one-half (1½) times the employee's base pay.

Section 7.3.4.

Employees transitioning from a night to a day shift or volunteering to work back-to-back shifts shall not be entitled to overtime pay for working more than eight (8) hours per day.

Section 7.3.5.

Except under emergency conditions, employees must have express authorization from their supervisors prior to working overtime.

Section 7.3.6. Compensatory Time.

Upon the prior mutual agreement of the employee and supervisor, an employee may accrue compensatory time at the rates described in this Section in lieu of wages. Employees may accumulate a maximum of forty (40) hours of compensatory time and compensatory time may be used only as scheduled by mutual agreement between the employee and the District.

Compensatory time must be scheduled no later than seven (7) working days after its accrual. Compensatory time must be used within one hundred eighty (180) working days of accrual; unused compensatory time will be paid for in the next available payroll, and therefore exhausted. However, if the next available payroll happens in the following fiscal year (September 1-August 31), the compensatory time must be taken as time off and will not be paid.

Section 7.3.7.

Each building/department shall decide in its decision making matrix, the system for assigning extra work and overtime. The process shall recognize emergency assignments that must be made outside the normal process.

Section 7.4. Substituting for Absent Employees.

Section 7.4.1.

Employees interested in substituting in food service, technology, transportation, custodial/maintenance, and extended enrichment for absent co-workers, in addition to their regular assignment, may sign up annually by seniority in their respective classification. Employees must provide their available times and current phone numbers. Such employees shall be given the opportunity to substitute by seniority first at the work site. In the event no one substitutes at the work site, the opportunity shall be offered in the classification.

Section 7.4.2.

Employees in food service, extended enrichment, custodial-maintenance, and secretarial/ clerical classifications may change shifts/positions at their work site for substitution purposes at the supervisor's request or approval, when necessary.

Section 7.5. Working in a Different Position.

A full-time or regular part-time employee requested to work the full shift for another employee in a different job title shall receive compensation at the wage rate of the other job title on the first day of assignment. Employees shall receive entry level pay for the position being filled or their regular rate if already higher.

Section 7.6. Camp Casey Work.

Section 7.6.1. Nurses.

Employees participating at Camp Casey as nurses shall receive a six hundred dollar (\$600) stipend per two and one half (½) day-session at camp in addition to a wage equal to their regular hourly rate for eight (8) hours per day (in lieu of their regular daily salary).

Section 7.6.2. Paraeducators.

Employees participating at Camp Casey as Paraeducators for disabled students, at the direction of the Special Services Director, shall receive a two hundred dollar (\$200) stipend per day at camp in addition to a wage equal to their regular hourly rate for eight (8) hours per day (in lieu of their regular daily salary). (See Section 7.12 for other language applicable to Educational Support Employees.)

Section 7.6.3.

If more employees apply for Camp Casey work opportunities than there are positions, Section 10.7 shall apply in choosing who is awarded this work, provided that bypass rights may apply if Section 10.7 would create a staffing hardship for a particular worksite. The District shall discuss with and seek agreement from the Association before declaring a hardship.

Section 7.7. Transportation.

Section 7.7.0. Definitions.

Run: A run shall be defined as a pre-determined start and stop location.

Route: A route shall be defined as a set of runs put together.

Supplementary Work: Supplementary work shall be defined as work which occurs at times other than the traditional AM or PM runs. These may include, but are not limited to midday, shuttles, and Puget Sound Skills Center (PSSC).

Extra Work: Extra work shall be defined as work which occurs on a variable basis; e.g., music, sports, extracurricular, performing arts, vocational, learning centers, and field trips. Extra work is all non-contracted time.

Bidding: Bidding shall be defined as the act of indicating interest in driving regular or special education routes/runs supplementary work, and extra work.

Section 7.7.1. Initial Assignment of Routes.

Bus driver and bus monitor routes shall be based on the District-established routes and driving time and shall be initially assigned by the Transportation Supervisor each school year considering available equipment, employee seniority, employee skills, and known employee preferences.

Section 7.7.1.1. Base Pay.

Driver and Monitor pay is based on four (4) hours per day. This is pro-rated over twelve (12) months. Bus Drivers/Monitors monthly pay (bid route time) is based on four (4) hours per day and then additional time worked through the time clock. Holiday pay is based on bid route time.

Driver/Monitor leave allocations and vacation hours will continue to be calculated on their bid route time. Adjustments of sick leave and vacation hours would occur only if a significant change in bid route time of fifteen (15) minutes or more per day, for the remainder of the year. Retirement hours are reported to DRS for all hours worked.

Section 7.7.2. Assignment by Seniority.

On or before September 15 each school year, all regular and supplemental routes shall be posted within the department and offered to drivers in accordance with Section 10.7 as their regular route assignment. Midday routes and out-of-District shuttle runs shall be considered supplemental routes.

If regular routes are consolidated after September 30 and the consolidation results in the loss of a driving position, the displaced driver will be offered any regular routes of equivalent or less time held by a junior employee in accordance with Section 10.7. If a route (exclusive of shuttle time and excluding special education runs) is reduced after September 30 by more than an average of one half (½) hour per day, the driver/monitor of that route shall be offered any run of equivalent or less time held by a junior employee in accordance with Section 10.7. If a route (exclusive of shuttle time and excluding special education runs) is increased after September 30 by more than an average of one half (½) hour per day, the route shall be posted and offered to senior employees with less time in accordance with Section 10.7.

If a special education route is reduced by more than an average of thirty (30) minutes per day from the initial August bid time, the driver of that route will be offered additional transportation departmental work to keep the employee at losing compensation for no more than an average of thirty (30) minutes per day.

If no drivers bid a supplemental run, the run will then be assigned by the Transportation Supervisor to the least senior driver who has not driven a supplemental route to date (except for drivers excluded from midday runs due to other employment). After all drivers have driven a supplemental route, the process will be repeated.

Section 7.7.3. Adjustments to Daily Assigned Routes.

If actual route time exceeds the assigned route time for ten (10) consecutive workdays the driver may request that the assigned route time be reevaluated. If the actual route time is less than the assigned route time, the District may reduce the assigned route provided there is actual cause.

Section 7.7.4. Bus Clean-up and Pre- and Post-Trips.

All bus driver personnel shall receive, in addition to actual hours of driving time, fifty (50) minutes per day for the purpose of bus cleanup pre-trip and post-trip.

20 Minutes Clean Time

10 Minutes Pre-Trip AM Route

10 Minutes Pre-Trip PM Route

5 Minutes Post-Trip AM Route

5 Minutes Post-Trip PM Route

1
2 **Section 7.7.5. Extra Transportation Trips.**

3 Extra transportation trips, other than regular daily assigned routes, shall be posted as soon as
4 possible after the District is notified of the trip. Such trips shall be awarded to the senior driver
5 signing up. Driver must meet the following criteria: (1) Driver must be able to leave/return at the
6 scheduled time of the trip; or (2) an adequate amount of actively working substitutes must be
7 available. The transportation supervisor will determine the adequate amount of actively working
8 substitutes to cover scheduled trips; otherwise, it goes to the next senior driver signing up who
9 meets the above criteria for the trip. No driver shall be eligible for such extra trips when it does
10 not increase the driver's time at least thirty (30) minutes over their regular assignment or their
11 weekly accrued hours would exceed forty (40) hours. Drivers shall be compensated at their
12 regular hourly rate for the duration of the trip. If a trip is cancelled after clock-in on a Saturday or
13 Sunday, the driver shall be paid for one half (½) the posted trip time or two (2) hours, whichever
14 is greater. If a trip is cancelled on a weekday after clocking in, the driver shall be paid two (2)
15 hours. An alternative route may be used at the driver's discretion on extra trips when the need
16 arises due to traffic concerns, road closures, etc.

17
18 **Section 7.7.6. Outside Charter.**

19 Extra transportation trips shall be provided by the District. On occasions when either (a) the
20 District does not have buses and/or drivers available to cover scheduled trips, or (b) a District
21 organization raises their own money for an exceptional or special event or trip, these
22 organizations may charter transportation with the approval of the transportation supervisor for
23 compliance with safety procedures and District policy.

24
25 **Section 7.7.7. Overnight Trips.**

26 Drivers will be paid actual driving time at base rate plus the expense of food and lodging. Drivers
27 shall receive a fifty dollar (\$50) stipend per overnight in addition to wages for hours and driving.

28
29 **Section 7.7.8. Actual Driving Time.**

30 Actual driving time is defined as all periods during which the driver is either driving or required
31 to remain with the bus.

32
33 **Section 7.7.9. Substitutes.**

34 If regular drivers do not bid on a route or available posted time, a substitute driver will be
35 assigned to the route. Substitute drivers shall work a minimum of two (2) hours per shift when
36 called.

37
38 **Section 7.7.10. Mandatory Meetings.**

39 The District transportation supervisor will schedule mandatory meetings at times that will
40 minimize the amount of layover for drivers. Drivers will be paid for up to thirty (30) minutes
41 layover time for such mandatory meetings and may be assigned job-related work during this
42 period of time.

43
44 **Section 7.7.11. Additional Work.**

45 For all additional work, if all options are equally efficient, the District will give preference to the
46 most senior employee whose route will accommodate the extra time without exceeding forty (40)
47 hours per week, inclusive of extra trips, department committee work and other special
48 assignments.

Section 7.7.12. Leave Replacement.

Regular drivers may bid on leave replacement routes or positions which are anticipated to exceed forty-five (45) working days. A substitute will be used to fill the regular driver's route or position. The regular driver shall return to their former position at the time the initial employee on leave returns.

Section 7.7.13. Driver Mentor.

A driver shall be paid a twenty five dollar (\$25) stipend for an AM route and twenty five dollar (\$25) stipend for a PM route for mentoring newly licensed driver(s) new to the District. Monitors shall be paid a twenty five dollar (\$25) stipend for an AM route and twenty five dollar (\$25) stipend for a PM route for mentoring Bus Monitor duties. Transportation mentors shall be selected by the transportation supervisor and the selection is not subject to the grievance process.

Section 7.7.14.

Drivers will remain on paid status for any layover time of fifteen (15) minutes or less between assignments.

Section 7.7.15. Midday Run.

Bus drivers/Monitors will be paid a minimum of two (2) hours for midday runs.

Section 7.7.16. Spare Bus Assignment.

When a driver is assigned a spare bus for a route, they, with prior approval, may clock in ten (10) minutes earlier on the first day of the assignment to acclimate themselves to the different bus.

Section 7.7.17. Changes to Clock In/Outs.

Transportation employees will be notified by email when a change is made to their clock in or clock out times when the changes are not made at the employee's request. Questions about the changes should be directed to the transportation supervisor. Transportation employees will have access to view altered clock in/out times.

Section 7.7.18. Conference Days for Transportation.

If a driver loses bid time due to conferences, management will work with a driver to try to fill in lost time in the manner described below. However, if a driver chooses not to accept fill-in work the driver will clock out and sign office paperwork acknowledging loss of bid time for that day. Acceptable fill-in work will include: (1) cleaning buses as requested; (2) paperwork related to the operation of transportation; and (3) driving whatever routes are needed.

Section 7.7.16. Bus Assistants and Bus Monitors.

Section 7.7.16.1. Bus Assistant.

The "Bus Assistant" position is in the "Educational Support" classification. Bus Assistants shall be selected among applicants who (a) are also employed in another position with the Educational Support classification, (b) who are regularly assigned to a school site, and (c) whose daily schedule in their other instructional support position will not need to be modified in order for them to serve as a Bus Assistant. Preference in filling Bus Assistant positions shall be given to employees at the worksite of the student(s) to be served with the higher seniority in the Educational Support classification. Bus Assistants shall serve under the direction and be evaluated by the Director of Special Services or their designee.

Section 7.7.16.2. Bus Monitor.

The "Bus Monitor" position is in the "Transportation" classification. Bus Monitors shall be selected among applicants who either (a) do not serve in any other position within the District or (b) serve in a position not within the Educational Support classification. Seniority in the Bus Monitor position may not be used to receive preferential rights in positions other than Bus Monitor within the Transportation classification.

Section 7.7.17. Mechanics.

See Section 16.8 for information related to tool allowance. See Section 16.19 for information related to the WSP inspection incentive.

Section 7.8. Food Service.

Section 7.8.1.

The time required for Food Service Employees to pick up and return food service vehicles will be counted in time worked hours.

Section 7.8.2.

Food Service employees will be required to wear uniform tops. A minimum of two uniform tops are to be provided to all Food Service employees every year by October 1. Aprons will be provided upon request by the site manager.

Section 7.8.3.

Food service employees required to maintain a food worker card (see Chapter 246-217 WAC) will be reimbursed by the District for the cost of receiving or renewing their food worker card.

Section 7.8.4.

At the supervisor's discretion, at times when building kitchens are open for activities outside the normal working day, a food service employee may be on duty and shall be compensated at the appropriate rate. Prior to using a District kitchen, outside groups using District kitchens will be required to meet with a representative from the Food Services Department.

Section 7.8.5. Food Service Catering.

Section 7.8.5.1.

Catering is defined as work performed by food service employees unrelated to National School Breakfast and National School Lunch programs.

Section 7.8.5.2.

When an employee has two rates of pay within the Food Service classification, the employee will be paid at the higher rate when working in catering jobs.

Section 7.8.5.3.

Food Service catering for special events and groups outside regular assigned work shall be done through the regular day whenever possible.

1 **Section 7.8.5.4.**

2 In the event a catering assignment requires preparation outside normal work times as
3 determined by the supervisor, work shall be assigned to employees with preferential
4 rights first on the basis of site seniority and second on the basis of classification seniority.
5 Only twenty-four (24) hours' notice is required. During the summer, the supervisor shall
6 call employees in classification seniority order until the job is filled. If the supervisor is
7 unable to reach employees on the first call, they shall continue to call down the seniority
8 list. For this Section, each kitchen (including Central Kitchen) is considered a separate
9 site.

10
11 **Section 7.8.5.5.**

12 In the event a catering job requires special skills and knowledge such as volume cooking
13 or baking, and the work cannot be done within the regular day, only employees with
14 specific skills and knowledge may complete the job, regardless of seniority. In the event
15 the qualified employee declines, other employees with training shall be offered the job by
16 seniority.

17
18 **Section 7.8.5.6.**

19 Food Service employees may volunteer to work as the cook for a non-profit organization
20 of which they are a valid member. Substitutes and friends of members are not eligible to
21 volunteer.

22
23 **Section 7.9. Extended Enrichment Program.**

24
25 **Section 7.9.1.**

26 All EEP work sites will be considered overall as one (1) site for assignment of EEP workers.
27 EEP site managers will be paid their regular wage during District breaks when working as
28 directed by the EEP supervisor. EEP employees with other District positions may be released, at
29 the supervisor's discretion, to attend District-sponsored training if coverage is secured. Each site
30 manager shall have at least thirty (30) minutes uninterrupted time per day for planning built into
31 their schedules. If an employee is required to stay late due to parents arriving late to pick up their
32 children, that employee will be compensated at a rate of twice that employee's regular pay. If
33 more than one (1) employee stays late, all employees will be compensated at this premium pay
34 rate.

35
36 **Section 7.9.2.**

37 EEP employees required to maintain a food worker card (see Chapter 246-217 WAC) will be
38 reimbursed by the District for the cost of receiving or renewing their food worker card.

39
40 **Section 7.9.3.**

41 Any current Extended Enrichment employee who is promoted to an Extended Enrichment Site
42 Manager position will have the duration of their seventy-five (75) day probationary period to
43 complete STARS training if they have not already done so. If the training is not successfully
44 completed in that time period, the employee will return to their previous position per Section
45 10.2.3. A new employee hired as an Extended Enrichment Site Manager must have already
46 completed or subsequently complete STARS training before the end of their ninety (90) day
47 probationary period as a condition of continued employment.

1 **Section 7.9.4. EEP Training.**

2 The District shall provide at least seven (7) hours of mandatory training for EEP to staff prior to
3 or during each school year. The EEP site managers and department supervisor shall collaborate
4 each year to determine the content and delivery of such mandatory training. The District shall
5 identify at least seven (7) hours of additional optional training each school year for which
6 classified employee professional development dollars could be used.

7
8 **Section 7.9.5.**

9 There shall be a minimum of two (2) EEP employees on site, at all times when the EEP program
10 is operating.

11
12 **Section 7.9.6. Rain Gear.**

13 The District shall make rain gear available upon request for EEP Site Managers and EEP
14 Assistants.

15
16 **Section 7.10. Custodial and Maintenance Employees.**

17
18 **Section 7.10.1.**

19 All custodial and maintenance employees will be budgeted, supervised, evaluated and addressed
20 as part of the same department. Building principals will give input to the department supervisor
21 on evaluations and will be included in the selection process. Custodial and maintenance
22 employees will be involved in the management of their department through a shared decision-
23 making model, and such process will include input from employees in re-assignments and
24 additions of custodial hours as identified in the department decision making matrix.

25
26 **Section 7.10.2.**

27 Daily work schedules for employees will be set by the District-wide department and shared with
28 principals annually. The department supervisor will have the authority to temporarily reassign
29 staff to address emergencies or special projects at particular buildings. Principals will still have
30 the authority to make temporary changes in the daily schedules of custodians assigned to their
31 individual buildings to accommodate special events or projects at the building.

32
33 **Section 7.10.3.**

34 The District-wide department will support and assist classroom moves with at least eighty (80)
35 hours of custodial substitute time. All hours in excess of the eighty (80) allotted hours will be
36 supported by the individual building budgets. (See also Sections 7.10.9. and 7.11.1.)

37
38 **Section 7.10.4.**

39 All Head Custodians shall pass a joint District/Association approved test on the operation and
40 troubleshooting of the HVAC and Energy Management Systems for their assigned building
41 within six (6) months of their first day in the position with a minimum of eighty percent (80%)
42 mastery. Employees will be given two (2) opportunities at a time mutually agreed by the
43 employee and supervisor to pass this specific test. A core sequence of professionally certified
44 training on these systems (based on a structured course outline) will be provided to the employee
45 in block periods of time, related to complexity of the building system to which they are assigned.
46 Current employees who are considering applying for open Head Custodian positions are
47 encouraged to participate in the District-sponsored training, and to pre-qualify by taking the
48 required assessment prior to applying for the position. The District will provide follow-up
49 training by the Maintenance Supervisor and/or other designated District mentor(s) of at least five

(5) documented hours per month for the first three (3) months. Additional training may be requested in writing by the employee. Failure to pass this assessment, given the two(2) opportunities, will result in separation from employment (under the same terms as would apply to a probationary employee under Section 10.2.) or return to the previous position (under the same terms as would apply to a trial period under Section 10.2.3.).

Section 7.10.5.

Temporary summer maintenance/custodial assignments shall be open to regular two hundred sixty (260) day custodial staff who qualify and will be assigned by the department supervisor, with input from members of the department, on the basis of expertise and experience. These employees will perform such work without any loss of pay. Head Custodians are exempt from these positions.

Section 7.10.6.

When an eight (8) hour night custodial shift needs to be covered, the part time custodian with the highest seniority will be given first opportunity to fill this open position and all openings will be filled with this process until a vacant position exists. A substitute will then be called for the vacant position. This is specific to the job site and does not include covering shifts at other buildings, only the building for which the part-time person is assigned.

Section 7.10.7.

Employees in the maintenance/custodial department who accept an assignment for extra hours or overtime, may change to a different available assignment without a minimum of twenty four (24) hours' notice to be given during the workday.

Section 7.10.8.

At the supervisor's discretion, at times when building facilities are open for activities outside the normal working day, a custodian may be on duty and shall be compensated at the appropriate rate.

Section 7.10.9.

Building administrators will provide notice to custodians and their supervisors as soon as possible, but no less than two (2) weeks prior to the last day of school, of all classroom moves in a building known at that time in order to allow them to plan for the change. (See also Section 7.10.3.)

Section 7.10.10.

See Section 16.18 for information regarding reimbursement for work shoes.

Section 7.10.11.

See Section 16.17 about information regarding custodial substitute trainee wage rate.

Section 7.11. Technology.

Section 7.11.1.

Building administrators will provide notice to the technology specialists, and their supervisors as soon as possible, but no less than two (2) weeks prior to the last day of school, of all classroom moves in a building known at that time in order to allow them to plan for the change.

Section 7.12. Educational Support.

Section 7.12.1. Additional Paraeducator Time.

The District may add time to the schedule of a Paraeducator who works exclusively one-on-one (1:1) with a student without regard to seniority. Additional time for Paraeducators who work as a team with other Paraeducators within a program for a student on a one-on-one (1:1) basis, will be awarded on the basis of seniority within the program.

Section 7.12.2. Paraeducator Assignment Training.

The District shall provide, at its own expense in an expedient manner, any necessary training for paraeducators who are reassigned within a building, or within the District, to different classrooms or programs.

Section 7.12.3. Head Paraeducator.

Each building will select one (1) paraeducator as the Head Paraeducator. The “Building Decision Making Model” at each site shall specify the process with input from the building support staff for selecting the Head Paraeducator among qualified candidates. The selection shall not be subject to the grievance procedure. The responsibilities for this position shall include, but not be limited to the following:

- A. Help orient and mentor new Paraeducators and substitute Paraeducators to the building in collaboration with the Dean or other school administrator.
- B. Collaborate in coordinating building Paraeducator schedules with department teams and building administration.
- C. Participate in regularly scheduled building leadership meetings (e.g. staff meetings, site councils) and
- D. Have thirteen (13) hours per year with the paraeducator team to share communications and seek input from support staff regarding building issues consistent with the site decision-making model.

Head Paraeducators shall hold the position for a term of up to three (3) school years, with the right to reapply for consecutive terms. The position will be posted within each building during the fall following the expiration of a term of service, and selection shall be completed prior to the end of September of that school year. In the event a Head Paraeducator transfers to another site prior to the end of the term the position will be re-posted within the building for the remainder of the term. Each Head Paraeducator shall have an average of ten (10) hours per month in addition to their regular assignment, not to exceed a total of one hundred (100) hours during any single school year, to be mutually scheduled with the building administrator. The Head Paraeducator shall be compensated at the rate of one dollar (\$1.00) per hour above the employee’s regular hourly rate for all hours worked (see Schedule A Note 13).

Section 7.12.4. Bus Assistant.

See Section 7.7.16.1 for language distinguishing Bus Assistant and Bus Monitor positions and employee rights. See Note 12 on Schedule A regarding a premium for Bus Assistants serving high needs students.

1 **Section 7.12.5.**

2 Building administrators will provide notice to paraeducators as soon as possible, but no less than
3 two (2) weeks prior to the last day of school, of all classroom moves that affect them known at
4 that time in order to allow them to plan for the change.
5

6 **Section 7.12.6. Paraeducator I and II Assignments.**

7 Paraeducators working in the BIS, SEL, SAIL, transition and special education preschool
8 programs shall be paid at the Paraeducator II wage rate on Schedule A. All other paraeducators,
9 including those in the RAP, MAP, ISS, SLP, Resource and ELL programs, shall be paid at the
10 Paraeducator I wage rate on Schedule A. Paraeducators with portion of their assignment in a
11 Paraeducator I program(s) and another portion of their assignment in Paraeducator II program(s)
12 shall be paid at the appropriate wage rate for each hour or portion of an hour in the Paraeducator
13 I or II program. The portion of a paraeducator's assignment in each program shall be checked
14 and pay readjusted (retroactive to the date of the change), on the first school day on or after
15 September 1, November 1, February 1 and April 1.
16

17 **Section 7.12.7. Email Time.**

18 A reasonable paid time shall be included within the employee's workday to access (Tahoma)
19 email and voicemail accounts. If access is not appropriate or available during any assignment,
20 additional time shall be scheduled through the supervisor. Computers to access email shall be
21 provided at a minimum ratio of one to ten (1:10) (computers to employees).
22

23 **Section 7.12.8. Transition Time.**

24 Reasonable paid time shall be included within the employee's workday to move from one
25 assignment to the next. Transition time will not interrupt lunches or personal breaks.
26

27 **Section 7.12.9. Collaboration Time.**

28 The Association and the District recognize that paraeducator time is most effectively utilized
29 when opportunities to collaborate with certificated staff are scheduled during the paraeducator's
30 assigned workday. At the start of each paraeducator's assignment, the supervisor will present a
31 work schedule for the regular (and alternative) workday(s). The work schedule will include
32 student support time, preparation time for review of instructional directives, and collaboration
33 with other staff as determined/if determined by the supervisor, and break and lunch times (if
34 applicable). Supervisors should strive to ensure paraeducators have thirty (30) minutes of
35 preparation and collaboration time per day, preferably in a continuous block. Both the amount of
36 time and the block of time may be limited by program requirements and/or staffing limitations.
37

38 **Section 7.12.10. Rain Gear.**

39 The District shall provide rain gear for playground assistants and paraeducators assigned to
40 supervise recess.
41

42 **Section 7.12.11.**

43 When making assignments of paraeducators within a school building, and when new and open
44 positions are available, building managers and administrators shall consider the preferences and
45 requests of paraeducators for specific assignments.
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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

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

- | | |
|-------------------------------------|-------------------------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King, Jr. Birthday | 9. Day after Thanksgiving |
| 3. Presidents' Day | 10. Day before or after Christmas* |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Day before or after New Year's* |
| 6. Labor Day | 13. Friday of Spring Break** |
| 7. Veterans' Day | 14. Juneteenth*** |

*As determined in advance by the District and communicated before September 1.

**Two hundred sixty (260) day employees only.

*** Paid regardless of whether it falls within the work year.

Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees that work an adjusted work schedule that is less than the regular school year, holidays will be prorated based on their working FTE. Employees who are on the active payroll on the holiday and have worked (or been on an approved paid leave) their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, shall be eligible for pay for such unworked holiday.

Section 8.1.2. Holidays During Vacation.

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

Section 8.2. 260-Day Employee Vacations.

Upon completion of each of the first (1st), second (2nd), and third (3rd) years of employment with the School District, each twelve (12) month employee coming under this Agreement will have earned and shall be granted eleven (11) days paid vacation. Upon completion of the fourth (4th) year of employment with the School District, each twelve (12) month employee will have earned and will be granted one (1) additional day of paid vacation. Thereafter, each subsequent year of employment completed will entitle the employee to one (1) additional day of paid vacation to a maximum of twenty-one (21) days per year. Employees working less than full-time shall receive a pro-rated portion of vacation based upon the proportion of actual hours worked to two thousand eighty (2,080) hours.

Upon completion of each of the first (1st), second (2nd), and third (3rd) years of employment with the School District, less than full-year employees will have earned and shall be granted a pro-rated portion of ten (10) days paid vacation. Upon completion of the fourth (4th) year of employment with the School District, each less than twelve (12) month employee will have earned and will be granted a pro-rated portion of one (1) additional day of paid vacation. Thereafter, each subsequent year of employment completed will entitle the employee to a pro-rated portion of one (1) additional day of paid vacation to a maximum of twenty (20) days per year.

Section 8.2.1.

Employees who have completed twenty (20) years of service shall be entitled to three (3) additional days of vacation in addition to those stated in Section 8.2. Employees who have completed twenty-five (25) years of employment shall be entitled to six (6) additional days of vacation in addition to the amount stated in Section 8.2 for a total of twenty-seven (27) days of vacation.

Section 8.2.2.

All two hundred sixty (260) day employees will be allowed to carry over a maximum of two hundred forty (240) hours of unused vacation. The District believes that employees should use their allocated vacation hours and will approve requests for using such time. Vacation shall be scheduled in advance with the approval of the employee's supervisor. If an employee is denied three consecutive vacation requests, a review will be conducted with the employee, supervisor, Association representative and Director of Human Resources to problem solve acceptable date(s) for the leave. If no solution is reached, then the District will choose one (1) of the following options:

- A. Permit the employee to carry over the amount greater than two hundred forty (240) hours
- B. Pay the employee for the amount greater than two hundred forty (240) hours

Section 8.2.3.

Less than two hundred sixty (260) day employees shall be paid for earned vacation time in their June paycheck.

Section 8.3. Front-Loaded Vacation.

Less than two hundred sixty (260) day employees shall be paid, for earned vacation time in their June paycheck:

Upon completion of one (1) year of employment, all less than two hundred sixty (260) day employees will be frontloaded two (2) vacation days at the beginning of the school year. Such days may be used during the school year as approved by their immediate supervisor. Such vacation may not be taken during the first or last week of school or to extend winter, mid-winter, or spring break or any holiday except with the supervisor's approval.

Section 8.3.1.

Upon completion of one (1) year of employment, all less than two hundred sixty (260) day employees will be frontloaded two (2) vacation days at the beginning of the school year. Such days may be used during the school year as approved by their immediate supervisor. Such vacation may not be taken during the first or last week of school or to extend winter, mid-winter, or spring break or any holiday except with the supervisor's approval.

Section 8.3.1.

Under both conditions, approval will be granted on a first-come, first-served basis following receipt of a written request by the employee's supervisor. Employees will, when possible, give at least twenty-four (24) hours' notice.

Section 8.3.2.

Vacation days will be taken in full or half (½) day increments.

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Section 8.4. Longevity Credit.

2 Employees with prior regular experience in a Washington State school district, including Tahoma, shall
3 be entitled to longevity credit for vacation. Such longevity credit shall be not be applicable to seniority
4 as defined in Article X.

Section 8.5. 261st and 262nd Day.

7 Depending on the annual school year calendar, two hundred sixty (260) day employees may have an
8 additional, non-contracted 261st or 262nd day that can be utilized for leave. The availability of this day(s)
9 will be communicated out to all two hundred sixty (260) day employees by the District as soon as
10 possible during the school year in which the extra days exist. Use of this day shall follow the same rules
11 as vacation leave (see Section 8.2.1). This leave is non-cumulative and specific to the school year in
12 which it is granted.

6 ARTICLE IX

8 LEAVES

Section 9.1. Sick Leave.

1 Each employee shall accumulate one (1) day of sick leave for each calendar month to a total of twelve
2 (12) days per year. Sick leave shall be vested when earned and may be accumulated. Up to two (2) days
3 of the allowed leave may be used for emergencies in any school year. Notice should be given in advance
4 to the supervisor if the absence is anticipated and no emergency leave shall be taken immediately
5 preceding or following a holiday with the intent of extending a vacation. Matters which may require the
6 use of emergency leave are as follows:

1. Court appearance involving employee's personal interests.
2. Birth of a child in the family.
3. Extension of Bereavement Leave because of special circumstances such as travel.
4. Extension of Bereavement Leave covered under Section 9.2.
5. Emergency to property (fire, storm, flooding, etc.).
6. Travel conditions.
7. Other situations upon approval of the Superintendent.

6 Employees shall be eligible for sick leave buy back pursuant to RCW 28A.400.210, unless repealed or
7 modified. Employees can accrue sick leave up to the total number of days regularly scheduled to work in
8 a particular year except, for buyout purposes, the limit shall not exceed one hundred eighty (180) days.

No employee may receive sick leave buyback in excess of a rate of one (1) day earned per month worked.

The District may request an employee to submit a signed statement from a licensed health care provider indicating why an employee has been absent from work after at least five (5) consecutive days of absence. In addition, nothing in this Agreement shall prevent the District from requiring a signed statement from a licensed health care provider indicating why an employee has been absent from work for a pattern of repeated absences.

Each employee shall be credited twelve (12) days sick leave at the beginning of the school year. Any accumulated sick leave up to a maximum of forty-five (45) days shall be creditable as service rendered for the purpose of determining eligibility to retire if allowed through the State Employees Retirement System, provided there will be no cost to the District.

Allowable uses of sick leave shall be as outlined in RCW 49.46.210 and Chapter 49.12. RCW.

Section 9.1.2.

Employees shall be entitled to utilize unpaid family leave consistent with State and Federal regulations, provided that the employee must first exhaust vacation, sick or other leaves provided under this Agreement, as appropriate, and shall provide appropriate certification consistent with such statutes. All employees with potential eligibility for FMLA leave must provide FMLA certification forms upon request.

Section 9.1.3.

One (1) day of the allowed leave under this section may be used for personal reasons approved by the immediate supervisor. One (1) unused day may be carried over to the following school year to a maximum of two (2) days total. Such day(s) may not be taken during the first or last week of school or to extend winter, mid-winter, or spring break or any holiday except with the supervisor's approval. Approval will be granted on a first-come, first-served basis following receipt of a written request by the employee's immediate supervisor. Employees shall, when possible, give at least twenty-four (24) hours' notice. Personal leave days will be taken in full-day or half (½) day increments only. Full days and half days are determined by the daily shift worked by individual employees.

Section 9.1.4.

Employees who have exhausted sick leave and continue to be absent without prior approval are AWOL (Absent Without Leave) and subject to discipline with just cause. Employees who have exhausted sick leave will not retroactively be granted additional leave under Sections 9.3 or 9.4 unless the employee has exhausted vacation and is pre-approved for the leave prior to the absence (e.g., granted as a reasonable accommodation for a disability).

Section 9.2. Bereavement Leave.

Up to five (5) days of paid bereavement leave per occurrence shall be granted for the death of an employee's parent, spouse, child, sibling, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild, close friend, or any person living in the immediate household. With approval of the Human Resources Department, additional days of bereavement leave may be granted (1) with pay for extended travel; (2) as a deduction from other days of accrued paid leave, at the employee's request; or (3) as unpaid leave, at the employee's request if the employee has exhausted all accrued paid leaves except forty (40) hours of sick leave.

Bereavement leave days provided under this Section need not be taken consecutively.

Section 9.3. Unpaid Leave.

Employees are not entitled to unpaid leave; however, in unique circumstances or opportunities, employees may request time off without pay when all Personal Leave has been exhausted. Pre-approval is required. Requests for unpaid leave shall be submitted in writing to the Human Resources Department with a copy to the Principal/Supervisor at least two (2) weeks prior and approval shall be coordinated with the Human Resources (HR) office. The approved request letter from HR must accompany the employee's absence report.

Section 9.4. Disability Leave (Including Maternity Leave).

An employee shall be granted disability leave for the period of disability, up to one (1) year. Extensions for up to a one (1) year period shall be granted under Section 9.4.1, if additional time is necessary provided that, if the disability is covered by L & I for this second year, that employee shall have rights to return to the same or equivalent job through the end of the second year pursuant to Section 9.4.1.1 language which does not ensure a return to the same job.

Application for such leave(s) shall be made as soon as possible and shall be accompanied by a physician's statement as to the expected time needed for such leave. Updates shall be provided if changes occur. An employee who has been on disability leave for more than six (6) months shall give thirty (30) calendar days' notice of intent to return to work. An employee who has been off less than six (6) months shall give ten (10) days' notice of intent to return to work.

Section 9.4.1.

Employees granted leaves of absence for purposes of disability for up to a one (1) year period shall not be subject to the provisions of Section 9.5.1.1, but rather will return to the position and status occupied prior to the leave. Section 9.5.1.2 shall apply to such leave.

Section 9.4.2.

An employee will be granted three (3) days of leave for the adoption of the employee's child or birth of a spouse or partner's child. The leave will be deducted from sick leave.

Section 9.5. Leaves of Absence.

Section 9.5.1.

Except for leaves of absence due to illness, any employee who has completed three (3) years of service with the District may be granted an extended leave of absence for a period not to exceed one (1) year, upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors. Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without benefits, and without salary experience credit.

Section 9.5.1.1.

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.

1 **Section 9.5.1.2.**

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights
3 while on leave of absence. However, vacation credits and sick leave shall not accrue
4 while the employee is on leave of absence. The employee will retain and continue to
5 accrue seniority during such leave, provided, however, that the employee shall not accrue
6 any greater seniority, nor shall the employee's relative seniority position be different than
7 it would have been had the employee not been granted such leave.

8
9 **Section 9.5.1.3.**

10 An employee hired to replace an employee on leave shall be known as Leave
11 Replacement Employee and be treated according to Article I, Section 1.5.6.

12
13 **Section 9.6. Judicial Leave.**

14 Whenever an employee subject to this Agreement is called for jury duty or subpoenaed as a witness in a
15 judicial or administrative tribunal wherein the employee is neither the defendant nor the plaintiff, the
16 District shall grant the employee a leave of absence for each day required for service in such capacity.
17 The employee shall notify the District by written evidence immediately after receiving such a call for
18 duty. The time spent on such a leave of absence shall be considered in all respects as time spent in the
19 normal employment of the District. Compensation from the judicial or administrative tribunal for actual
20 expenses shall be retained by the employee.

21
22 **Section 9.7. Workers Compensation.**

23 In the event an employee is absent and receiving benefits covered by industrial insurance (workers'
24 compensation), the employee may choose to use or not use sick leave to make up the difference between
25 the amount paid the employee by the Department of Labor and Industries and the amount the employee
26 would normally earn, up to the extent of the employee's accumulated sick leave. In such a case, a
27 deduction shall be made from the employee's accumulated sick leave equal to the amount paid to the
28 employee.

29
30 **Section 9.8. Other Available Leaves.**

31 In addition to the leaves described above, employees also have access to:

- 32
33 A. Family and Medical Leave Act (FMLA) – See Board Policy 5404.
34 B. Washington State Paid Family and Medical Leave – See Board Policy 5404 and Title 50A RCW.
35 C. Unpaid Faith or Conscience Holidays – See Board Policy 5409.
36 D. Domestic Violence Leave – See Board Policy 5401 and Chapter 49.76 RCW.
37 E. Military Leave for Public Employees – See Board Policy 5407 and RCW 38.40.060.

38
39
40
41 **ARTICLE X**

42
43 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

44
45 **Section 10.1.**

46 The seniority of an employee within the bargaining unit shall be established as of the date on which the
47 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost
48 as hereinafter provided. Seniority ties will be broken by the District by lot, in the presence of the
49 affected employees or a representative of the Association. When multiple positions are being filled for

new bus drivers on the same date, the order of seniority shall be determined by a composite score which includes prior driving experience and input from driver trainer, transportation supervisor, and interview team scores.

Section 10.2. Probationary Period.

Each new hire shall remain on probationary status for a period of not more than ninety (90) of the employee's scheduled workdays following the hiring date. During this probationary period, the District may discharge such an employee at its discretion.

Section 10.2.1. Conclusion of Probation.

Prior to the conclusion of the employee's probationary period, the immediate supervisor shall meet with the employee to inform the employee of whether employment continues beyond the probationary period. A written evaluation of the employee's progress shall be made after sixty (60) of the employee's scheduled workdays, and prior to seventy (70) of the employee's scheduled workdays. The employee's probation period may be extended by the District for another ninety (90) workdays upon written notification to the employee and union. At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 10.2.2. Job Description.

Probationary employees shall receive copies of their job descriptions upon employment with the District.

Section 10.2.3. Trial Period.

An employee who is promoted, or upon application, transfers to a different position or accepts an additional separate assignment, shall be in a trial status for a period of seventy-five (75) workdays. A return back to the employee's previous or equivalent position at the employer's discretion during the trial period is subject to review under the grievance procedure, with said review to be limited to whether the return was arbitrary or capricious. During the trial period, an employee shall be provided with at least one (1) written progress evaluation after fifty (50) of the employee's workdays and prior to sixty (60) of the employee's workdays. The employee's trial period may be extended by the District for another seventy-five (75) workdays upon written notification to the employee and the Association.

Section 10.2.4.

If a new employee hired to a temporary position successfully bids to a regular position, or bids successfully to the same position in another location or increases hours in a similar or the same position during the probationary period, such employee shall serve a new probationary period of seventy-five (75) workdays.

Section 10.2.5.

There is an expectation of good faith from all parties. The right to return to the previous or equivalent position does not supersede the District's right to discipline and discharge under Article XI for acts of dishonesty and gross misconduct.

Section 10.2.6.

See also Section 7.9.3 for specific provisions related to probation for Extended Enrichment employees.

Section 10.2.7.

Employees are not eligible to transfer to a different position prior to a written evaluation of their progress, provided that exceptions may be made for (a) employees with unique skill sets; (b) a position with a scarcity of candidates; or (c) transfers with a minimal impact on student and employee work environments. Exceptions must be approved by Human Resources and notification will be provided to the union with an explanation of the rationale. Such exceptions are not subject to the grievance process in Article XV.

Section 10.3.

Job sharing requests will be considered on a case-by-case basis by the District.

Section 10.4. Loss of Seniority Rights.

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

- A. Resignation from District employment;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.
- E. Voluntary transfer from a permanent position to a temporary position within the same classification unless supervisor requests the transfer for a temporary, leave replacement within the same department or building consistent with Section 1.5.6.

Section 10.5.

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

- A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- C. Time spent on other authorized leaves.

Section 10.6.

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

Section 10.7. Seniority Rights.

The employee with the earlier hire date shall have preferential rights regarding shift selection, vacation periods, transfers, assignment to new or open jobs or positions, promotions, fewer or additional FTE hours for a position (except as provided below) and layoffs when ability and performance are substantially equal with those employees junior to the employee. The factors used to determine ability and performance may include, but not necessarily be limited to, one or more of the following: skill demonstrations, interviews, job-related testing, past performance evaluations, references, relevant education or training, and related experience including seniority. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District, upon request, shall set forth in writing to the employee or employees its reasons why the senior employee or employees have been bypassed.

Section 10.7.1.

All employees covered by this Agreement shall have the right to apply for any job opening within the District. Employees are responsible for providing information regarding qualifications with each application, including up to date resumes, recommendations, and cover letters. The updated information may be provided to Human Resources or the hiring administrator directly,

1 ahead of the interview, if not accepted by the online hiring portal. The District shall provide
2 training and assistance to employees on any electronic application required by the District.
3 Employees who properly apply for such open positions within the District (including up to date
4 resumes, recommendations and cover letters) and meet the minimum qualifications for the
5 position shall be granted personal interviews for the purpose of further determining their
6 qualifications for such open positions. These interviews may not be granted if the District decides
7 to hire the most senior applicant without interviewing other applicants. If a non-employee is
8 hired over an employee, the District shall set forth in writing to the employee(s) its reason why
9 the employee(s) has not been hired, if requested.

10
11 **Section 10.7.2.**

12 Increases in time of one (1) hour or less for employees shall be appropriate if offered according
13 to this section and need not be posted consistent with Section 10.9.

14
15 **Section 10.7.2.1.**

16 The hour or less is offered, consistent with Article X, to the most senior person who is
17 available in the general position title (as listed on Schedule A) at that work site, subject to
18 the right to bypass per Section 10.7.

19
20 **Section 10.7.2.2.**

21 The Association is formally notified of the increased time one (1) week prior to the
22 effective date.

23
24 **Section 10.7.3.**

25 Decreases in time of one (1) hour or less for employees shall be appropriate if: (a) the hour or
26 less is taken from the least senior person in the general position title (as listed on Schedule A) at
27 that work site, subject to the right to bypass per Section 10.7; and (b) the Association is formally
28 notified of the decreased time one (1) week prior to the effective date. If the District is
29 anticipating a reduction in hours greater than the one (1) hour or less, representatives of the
30 District and the Association shall meet to discuss and mutually agree upon the process for
31 implementation of the reduction pursuant to District-wide seniority under Section 10.7.

32
33 **Section 10.8. Change of Classification.**

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

37
38 **Section 10.9. Open Positions.**

39 The District shall publicize within the bargaining unit for five (5) working days the availability of open
40 positions as soon as possible after the District is apprised of the opening. In most cases, positions
41 determined by the District to be open because of an internal transfer, resignation, or termination shall be
42 posted within ten (10) working days of when Human Resources is notified the transferred employee was
43 recommended for a position, the employee's resignation was effective, or the employee's termination
44 was effective. The Transportation Department may post in-department openings for three (3) working
45 days. A copy of the job opening shall be forwarded to the President of the Association. The District shall
46 endeavor to fill open positions, subject to Board approval and background check, within thirty (30)
47 calendar days of the closing date of the in-District job posting. The District shall inform the Association
48 of any extenuating circumstances that result in a posting or hiring process that does not meet these goals.

Section 10.9.1.

When multiple positions are being filled for bus driver positions on the same date, the Association shall be asked to provide a representative from transportation on the interview team.

Section 10.10. Layoffs.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority over non-employees in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for three (3) years.

Section 10.11.

Employees on layoff status shall file their addresses in writing with the Personnel Office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 10.12. Reemployment Rights.

An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not comply with the requirements of Section 10.11, or if the employee does not respond to a written offer of reemployment within fifteen (15) days.

Section 10.13.

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

Section 10.14.

Should the District decide to lay off any non-annual employee, the employee shall be notified in writing prior to the expiration of the school year. If financial circumstances arise after the expiration of the school year which necessitates layoff, the District will give a minimum of two (2) weeks' notice.

Section 10.15.

The District shall provide the Association with seniority lists for each classification and shall update such lists on an annual basis, upon request. Before making a decision to layoff employees for financial savings, the District shall seek input from and provide the Association with an opportunity to influence the decision through the Conference Committee.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1. Probation.

The District shall have the right to discipline or discharge an employee for justifiable cause. (See "Just Cause" in Appendix B). The issue of justifiable cause shall be resolved in accordance with the grievance procedure in Article XV.

ARTICLE XII

INSURANCE

Section 12.1. SEBB.

The District shall provide benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB.

Section 12.2.

The District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel, students and the property thereof where that is deemed necessary by such employees. Such insurance protection must include, as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. (RCW 28A.400.320). Any case of assault upon an employee shall be promptly reported to the immediate supervisor so that appropriate District action shall be initiated. The District shall promptly document and render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

Section 12.3.

The District shall provide an annual notice of mandatory and optional insurance benefits to all employees. This information will also be available on the District web site. Employees may make appointments with a District representative to answer questions regarding benefit options at any time.

Section 12.4. Staff Wellness Program.

To promote healthy, active lifestyles, the District and Association will create a committee to meet annually in the spring to evaluate the staff wellness program offerings for the school year and determine changes, if any, needed for the program. The District will allocate up to twenty thousand dollars (\$20,000) per year.

Section 12.5.

If any other bargaining unit receives District insurance coverage for vandalized vehicles, Association members will receive the same benefit.

Section 12.6.

No employee shall be required to transport students or District equipment and materials in their own private vehicles. Any employee who chooses to do so with authorization of an administrator shall be covered by District insurance, but such insurance is secondary to their own. All employees shall follow District Policy 6625 when using their own private vehicles.

ARTICLE XIII

SHARED DECISION MAKING

Section 13.1. Overview.

The Public School Employees of Tahoma, Tahoma School District Administration, and Tahoma School District Board of Directors (hereafter "we") believe in a collaborative approach for creating an environment where all students experience success.

1
2 **Section 13.2. Consensus Model.**

3 The parties are committed to a collaborative process for decision making based on a consensus model. In
4 consensus, consideration is given to all persons who are impacted by the decision. In this process
5 everyone in the group supports, agrees to, or can live with a particular decision. Each site is required to
6 develop a decision-making matrix based on consensus including identifying:

- 7 • how decisions are made
- 8 • by whom
- 9 • when decisions are made
- 10 • a most, the percentage used in reaching a final decision when complete agreement cannot be
- 11 reached.

12
13 **Section 13.3. Decision-Making Beliefs, Components, Assistance and Building Level Decisions.**

14
15 **Section 13.3.1. Beliefs About Consensus.**

16 Consensus works best when:

- 17 A. The parameters within which a decision will be made are identified.
- 18 B. Staff members identified as providing input and making decisions are actively engaged.
- 19 C. Diversity is honored, encouraged, practiced, and modeled.
- 20 D. All required participants prioritize the time necessary to reach consensus.
- 21 E. All required participants accept responsibility for the process including supporting,
- 22 agreeing to, or living with, the group's decision.
- 23 F. Clearly articulated norms for group processing and structures for communicating
- 24 decisions are established and implemented.

25
26 **Section 13.3.2.**

27 Components of a building and District decision-making model shall include:

- 28 A. A matrix identifying the process for final decisions and role of staff in building level
- 29 decisions. Buildings shall use the format and required topics identified in Appendix C
- 30 ("Building Decision Making Matrix Template") and have the autonomy, within the scope
- 31 of the building's contractual and legal authority, to add topics through a consensus
- 32 process.
- 33 B. An annual review of the decision making process and matrix by the whole staff including
- 34 identification of potential changes to any decisions that do and do not require consensus
- 35 by the staff.
- 36 C. An annual submission of the building matrices to the Association and Human Resources
- 37 no later than October 1.
- 38 D. Identification of most, the percentage used in reaching a final decision when complete
- 39 agreement cannot be reached.
- 40 E. A written description of the responsibility representatives have for seeking input and
- 41 communicating concerns and alternatives prior to a consensus decision.
- 42 F. A process for involving and informing staff of decisions reached on matrix topics.

43
44 **Section 13.3.3. Consensus and Supervisor Training.**

45 Staff, with their principal, shall annually determine the training, coaching or other support
46 necessary to successfully use a consensus based decision-making model. Requests for support
47 will be submitted to the Director of Human Resources who will be responsible for the
48 development of a plan to meet the identified needs.

1
2 **Section 13.4.**

3 Each year, the District shall allocate leadership and staff development funds to support classified staff
4 with decision-making opportunities. The appropriate uses of leadership and staff development funds are
5 defined below, and the funds allocated in this Section may be used flexibly each year for activities or
6 costs that fall within either definition. If the funds distributed under this Section are used to compensate
7 employees for additional paid time, the funds must also cover any employer taxes or benefits associated
8 with such compensation.
9

10 The money will be dispersed to each school site as well as the Food Service, Transportation,
11 Maintenance/Custodial, Central Services, Special Services, Technology and the Extended Enrichment
12 Program departments. The formula for calculation shall be two hundred dollars (\$200) per employee
13 provided that no less than one hundred ten thousand dollars (\$110,000) shall be provided for each year
14 of the Agreement. At each site/department, these sums of money shall be distributed in accordance with
15 a consensus process in alignment with the decision-making matrix at each site/department. It is not the
16 intent to equally distribute the monies among the members. The District's Finance Department will
17 provide to each site/department team a monthly status report regarding this budget. Any funds which are
18 not committed to a particular activity or cost by April 1 of each school year shall be pooled Districtwide
19 and distributed by the Association/District conference committee to sites/departments who have excess
20 needs and who will expend the funds during the current fiscal year. Any funds not used during the fiscal
21 year do not carry over to the following year.
22

23 **Section 13.4.1. Leadership Money.**

24 This money is intended to provide staff with the opportunity to be represented on
25 building/department/staff committees where the representative has the responsibility to provide
26 the input of Association members, share the needs of the Association staff, and report back to the
27 Association members as well as gather input for future meetings. See Section 16.5 for service on
28 District Committees.
29

30 Some examples may include, but are not limited to, input regarding budget, communication
31 among departments, input into staff handbooks, representation on site councils, curriculum
32 councils, department vision building, ad hoc committees, and other building wide committees
33 where staff input is requested.
34

35 Association staff, through the consensus process has the authority to determine the compensation
36 (paid, release), change the rate of compensation (not to exceed the regular hourly rate of the
37 highest paid Association employee in the department/site), and decide the duration for the
38 position.
39

40 **Section 13.4.2. Staff Development Money.**

41 This money is intended to provide staff the opportunity to receive voluntary training above and
42 beyond that which is required by the District. District required trainings would be provided and
43 funded by the District and not through the use of these funds.
44

45 Some examples include, but are not limited to, attending an off-site conference or attending a
46 training on a workday, a non-workday or over the summer. Alternatively, trainers may be
47 brought to the District as another means of accessing this opportunity. These opportunities may
48 be done individually or as a group and may include multiple sites/departments. See Section 16.12
49 for the "training rate".

Association Staff, through the consensus process, has the authority to determine the compensation (paid, release), change the rate of compensation, and decide the duration for the position.

Section 13.5. Handbooks.

Some departments have developed, or may develop, department procedures through a consensus decision making process. The provisions of this Handbook which impact wages, hours and working conditions are incorporated by reference into this collective bargaining agreement (CBA). If any particular provision of the Handbook conflicts with a provision of the CBA, the CBA shall control. The Handbook may be modified by the approval of the supervisor, the Association unit representative, and the consensus decision making team. The Association unit representative has a responsibility to keep the Association Executive Board informed of changes being discussed and making sure the Executive Board agrees with any changes in the handbook that impact wages, hours or working conditions. If the supervisor, unit rep, and the consensus decision making team cannot agree upon a change in the Handbook, the matter shall be referred to the District/ Association Conference Committee for a decision.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Dues Deduction.

District shall deduct Association dues from the monthly pay warrants of employees who are members of the Association and monthly transmit the Association State dues to the Association State Treasurer and the Association local dues to the Association's local Chapter President.

Section 14.2. Classified Employee Report to the Association.

The District shall submit a monthly report (to accompany the monthly transmission of dues to the Association) to the Association State Treasurer listing the name and amount of Association dues deducted for each bargaining unit employee.

Section 14.3. Authorization Records.

The Association shall provide the District with a full and complete list of bargaining unit employees who are current members of the Association and shall provide updates, additions, and/or other changes in membership status to the District upon request. The Association will be the custodian of the records related to voice/E-signature authorizations. The Association agrees that as the custodian of records, it has the responsibility to ensure the accuracy and safekeeping of those records.

Section 14.4. Membership Recission.

Association members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to the Association following the constitution and bylaws and any and all relevant conditions, policies and procedures. Providing such conditions have been met, the Association shall inform the District of the employee's non-member status.

1 **Section 14.5. New Hires.**

2 The District will notify the Association of all new hires within ten (10) working days of the hire date.

4 **Section 14.6. Indemnity and Hold Harmless.**

5 The Association will indemnify and hold the District harmless against suits arising from action taken by
6 the District for the purpose of compliance with this Article.

8 **Section 14.7. Committee on Political Empowerment (COPE).**

9 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
10 deduct from the pay of such bargaining unit employee the amount of contribution the employee
11 voluntarily chooses for deduction for the Committee on Political Empowerment and shall transmit the
12 same to the Association on a check separate from the Association dues transmittal check. The employee
13 may revoke the request at any time. At least annually, the employee shall be notified by the Association
14 State Office about the right to revoke the request. The Association will indemnify, defend, and hold the
15 District harmless against any claims, suits, orders, and/or judgments against the District on account of
16 any deduction under this Section.

18 **Section 14.8. New Employee Orientation.**

19 The District will provide the Association reasonable access to new employees of the bargaining unit for
20 the purposes of presenting information about their exclusive bargaining representative to the new
21 employee. The presentation may occur during a new employee orientation provided by the District, or at
22 another time mutually agreed to by the District and Association. No employee may be mandated to
23 attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this
24 Section means: (a) The access to the new employee occurs within ninety (90) days of the employee's
25 start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The
26 access occurs during the new employee's regular work hours at the employee's regular worksite, or at a
27 location mutually agreed to by the District and Association.

31 **ARTICLE XV**

32 **GRIEVANCE PROCEDURE**

34 **Section 15.1.**

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

39 The parties acknowledge that it is usually most desirable for an employee and their immediate supervisor
40 to resolve problems through free and informal communications. If an employee so wishes, they may be
41 accompanied by an Association representative at any such discussions.

43 **Section 15.2. Grievance Steps.**

45 **Section 15.2.1. Step 1.**

46 Within twenty (20) working days following the occurrence of the grievance (or when the
47 employee reasonably should have known of the circumstances underlying the grievance),
48 whether the employee has first attempted to resolve the problem through informal
49 communications first or not, the employee shall reduce to writing, and submit to their supervisor,
50 a statement of the grievance containing the following:

- 1
2 A. The facts on which the grievance is based;
3 B. A reference to the provisions in this Agreement which have been allegedly violated; and
4 C. The remedy sought.
5

6 The parties shall meet to discuss the grievance within ten (10) working days. The parties will
7 have five (5) working days after the meeting to resolve it. If an agreeable disposition is made, all
8 parties to the grievance shall sign a statement to that effect.
9

10 **Section 15.2.2. Step 2.**

11 If no settlement has been reached within the five (5) working days referred to in the preceding
12 subsection, and the Association and the grievant believes the grievance to be valid, a written
13 statement of grievance shall be submitted to the District Superintendent or their designee within
14 ten (10) working days of receipt of the District's response or failure to respond within the five (5)
15 days above. After such submission, the parties will have ten (10) working days from submission
16 of the written statement of grievance to meet and resolve it by indicating on the statement of
17 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
18 sign it.
19

20 **Section 15.2.3. Step 3.**

21 If no settlement has been reached within the ten (10) working days referred to in the preceding
22 subsection and the Association and the grievant believe the grievance to be valid, the grievance
23 may, within ten (10) working days of the answer above, be submitted in writing to arbitration
24 under AAA voluntary rules. However, any question of arbitrability shall first be resolved
25 according to RCW 7.04.030 and/or 7.04.040. The arbitrator shall have no power or authority to
26 add to, subtract from, or modify this Agreement, award damages, or provide a remedy which is
27 in violation of law. (It is understood that make-whole financial awards are not damages.) The
28 award of the arbitrator shall be final and binding. All costs of the arbitration shall be borne
29 equally by the parties.
30

31 **Section 15.3.**

32 The grievance discussions shall take place whenever possible on school time. The Employer shall not
33 discriminate against any individual employee or the Association for taking action under this Article.
34
35

36
37 **ARTICLE XVI**

38
39 **SALARIES**

40
41 **Section 16.1. Wage Rates.**

42 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
43 Schedule A attached hereto and by this reference incorporated herein.
44

45 **Section 16.1.1. School Year Increase (2023-24).**

46 For the 2023-24 school year, the wage rates in Schedule A have been increased by four
47 point two percent (4.2%).
48

Section 16.1.2. 2024-25 School Year Increase.

For the 2024-25 school years, the wage rates on Schedule A shall be increased by the percentage of the state's inflationary adjustment index included in the state budget (currently the implicit price deflator) plus one half percent (0.5%) effective September 1. The additional one half percent (0.5%) is contingent upon passage of an educational programs and operations (EP&O) levy prior to June 1, 2024, for collection in calendar year 2025.

Section 16.1.3. 2025-26 School Year Increase.

For the 2025-26 school year, the wage rates on Schedule A shall be increased by the percentage of the state's inflationary adjustment index included in the state budget (currently the implicit price deflator) plus one-half percent (0.5%), effective September 1. The additional one-half percent (0.5%) is contingent upon passage of an educational programs and operations (EP&O) levy prior to June 1, 2025, for collection in calendar year 2026. In addition, a new salary schedule step that is twenty five cents (\$0.25) higher than the Regular rate will be added for employees with eight to ten (8-10) years of experience.

Section 16.2. Retroactive Pay.

Salaries contained in Schedule A shall be for the appropriate fiscal year and shall be retroactive to September 1, including overtime. Retroactive pay, where applicable, and where the school District may legally do so, shall be paid on the first regular pay period following execution of this Agreement.

Section 16.3. Budget Preparation.

The Association will be provided an opportunity for input and involvement during the early stages of the District budget preparation in a similar manner to the opportunities given building sites and departments. At the Association's request, training will be provided to a cadre of Association representatives in estimating District revenue, the uniform account coding system, how expenditures are determined in providing a balanced budget, and how expenditures are tracked during the school year.

Section 16.4.

All regular employees subject to this Agreement shall receive an annual salary divided into twelve (12) equal monthly payments.

Section 16.5.

Employees serving on District committees, outside of regularly scheduled hours of work, shall be compensated at their regular rate of pay (or overtime rates if applicable). The money shall not come out of leadership funds. The Association shall have a representative, selected collaboratively by the District and Association, on each District committee that includes classified employees.

Section 16.6.

The District mileage rate will be the allowed Internal Revenue Service mileage rate.

Section 16.7.

Employees will be paid on the last business day of the month. All pay warrants will be direct deposited in a financial institution of the employee's choice.

Section 16.8.

Each transportation mechanic shall be reimbursed up to one thousand dollars (\$1,000) each year upon

proof of receipt for broken, worn-out or new tools. In addition, the District will budget at least three thousand dollars (\$3000) each year for tools, to be allocated as determined by the department. The District will also cover up to one thousand dollars (\$1000) toward the insurance deductible on stolen tools. The Service Technician will be provided with the necessary tools by the District to perform the job as needed. There will be an annual inventory of personal and District tools.

Section 16.9.

Employees shall be paid for all hours worked. "Hours worked" shall include all hours that the District authorizes or knows that employees are working (without directing the employee to cease working).

Section 16.10.

The District will pay employees who are hired to train other employees in District in-service programs double-time for time in front of the class for the initial presentation of the class and time-and-a-half for successive presentations.

Section 16.11.

The District will reimburse the following pre-employment expenses for new transportation employees: drug testing, CDL test, first aid, physical, CDL license, license endorsements and background check (including fingerprint costs). Receipts must be presented for the processing of such reimbursements. Employees who leave employment with the District prior to one (1) year of service will have the reimbursed money deducted from the employee's final paycheck.

Section 16.12.

A training rate for voluntary attendance at professional development activities may be determined by the site council/consensus teams.

Section 16.13.

Employees shall be compensated at the regular rate of pay for the actual time spent in meetings and/or in-service required by the District.

Section 16.14.

Per RCW 28A.400.300(2), employees with prior regular experience in a Washington State school district, including Tahoma, shall be entitled to longevity credit on the salary schedule. Such longevity credit shall not be applicable to seniority as defined in Article X.

Section 16.14.1.

New employees with like experience in private industry, in a similar position to the one to be held in the Tahoma School District shall be entitled to longevity credit toward the regular rate on the salary schedule as determined by the Human Resource Department. Such longevity credit shall not be applicable to seniority as defined in Article X.

Section 16.15.

Employees shall be compensated for work time lost due to taking physical examinations as scheduled by the employee's supervisor. Examination during non-working hours shall be compensated for at the legal minimum rate.

Section 16.16. Hepatitis Inoculations.

The District shall make available employee-paid hepatitis inoculations at cost to all employees who desire such.

Section 16.17. Custodial Substitute Trainees.

Custodial substitute trainees shall be paid at the regular custodial substitute rate of pay.

Section 16.18. Shoe/Clothing Allowance

Custodial/maintenance employees and Transportation shop employees will be reimbursed up to one hundred fifty dollars (\$150) annually for slip resistant, closed-toe, closed-heel work shoes. Employees may submit for reimbursement by turning in a receipt once per fiscal year on or before August 31.

Section 16.19. WSP Inspection Incentive.

An incentive stipend will be paid to each Mechanic and Service Technician for the following passage rates on the semi-annual Washington State Patrol (WSP) inspection of buses:

	<u>95% or above</u>	<u>100%</u>
Summer Inspection	\$500	\$750
Winter Inspection	\$300	\$750

Inspection failure will only be counted if due to mechanical errors.

Section 16.20. Substitute Pay.

Substitute rates on Schedule A will be calculated as ninety percent (90%) of the lowest step rate of the position worked as follows:

- a. Secretarial/Clerical substitute rates will be calculated based on the Secretary I entry rate.
- b. Health Assistant rates will be calculated based on the Health Assistant entry rate.
- c. Nurse substitute rates will be calculated based on the LPN regular rate.
- d. Educational Support substitute rates (except Playground Assistants) will be calculated based on the Paraeducator I entry rate.
- e. Playground Assistant substitute rates will be calculated based on the Playground Assistant regular rate.
- f. Food Service substitute rates will be calculated based on the Food Service Assistant/Cashier entry rate.
- g. Bus Monitor substitute rates will be calculated based on the Bus Monitor entry rate.
- h. Bus Driver substitute rates will be calculated based on the Driver regular rate.
- i. Custodial substitutes will be calculated based on the Custodian entry rate.
- j. Extended Enrichment substitutes will be calculated based on the EEP Assistant entry rate.

Section 16.21. Licensing Fees.

The District shall pay the cost of each employee's licensing and/or certifications up to one hundred dollars (\$100) annually upon appropriate documentation/receipts.

ARTICLE XVII

DRUG TESTING AND DRIVING ABSTRACTS

Section 17.1.

Mandatory testing for employees holding Commercial Driver's License as required under the Federal

Highway Administration rules on controlled substance use and testing shall be provided under the law and as follows:

Section 17.1.1.

An employee's refusal to submit to testing shall be just cause for termination.

Section 17.1.1.1. Random, Post-Accident and Reasonable Suspicion Testing.

A positive test for any of the prohibited drugs will be just cause for immediate termination. An alcohol test showing a blood alcohol level of .04 or higher will be just cause for immediate termination. An alcohol test result of .02 but lower than .04 will be just cause for:

- A. Removal without pay from the safety sensitive position for at least twenty-four (24) hours.
- B. Appropriate corrective action and discretionary discipline up to but not including termination.
- C. Termination in the event it is a repeat test result between .02 and .04.

Section 17.1.2. Cost of Testing.

The District shall pay laboratory costs for the initial drug and/or alcohol test under the random, post-accident and reasonable suspicion provisions of the FHWA rules. Employee's requested confirmation test, or initial positive test results shall be at District expense in the event the confirmation test following a positive result shows the initial test to be false. If the request confirmation test confirms the initial positive result, the employee shall pay all costs related to the confirmation test. The District shall reimburse any lost wages resulting from a false positive test result.

Section 17.1.3.

Drivers returning to work following a positive alcohol test between .02 but lower than .04 shall first be evaluated by a substance abuse professional, successfully complete any prescribed assistance program and pass return to duty testing. This assessment, treatment and testing shall be at the employee's expense.

Section 17.1.4.

Employees shall be paid at their regular rate of pay for any time drug testing, except pre-employment testing, return to work testing, and testing which occurs while an employee is on suspension. The employer shall pay for follow-up testing, if any, after a return to work.

Section 17.1.5.

Bargaining unit members shall not coordinate or administer reasonable suspicion testing.

Section 17.1.6.

Drivers required to travel to any testing station in their own vehicle shall be reimbursed for mileage at the District approved rate.

Section 17.1.7.

All test results and testing documentation shall remain confidential and shall be retained in a separate, secure file at the District office apart from the personnel file.

1 **Section 17.2.**

2 Employees in positions that do not require a commercial driver's license and driving district vehicles
3 involved in an accident which results in a police report being initiated shall be subject to a suspicionless
4 drug and alcohol test as soon as practical. Employees shall be paid at their regular rate for any time in
5 the testing, and the District shall bear the expense of the test. All test results and testing documentation
6 shall remain confidential and retained in a separate secure file at the District Office.

7
8 **Section 17.3. Driving Abstracts.**

9 Annually, the District may obtain an employee's driving abstract for any employee who drives District
10 vehicles. The District may obtain an employee's driving abstract for such an employee more often than
11 annually by mutual agreement with the Association.

12
13
14
15 **ARTICLE XVIII**

16
17 **APPRENTICESHIP**

18
19 **Section 18.1.**

20 All employees enrolled as apprentices by the Washington Employees Joint Apprenticeship and Training
21 Committee (WJATC) shall be subject to all terms of this Agreement; exception that WJATC shall have
22 jurisdiction to insure that apprentices successfully complete all requirements of the program as approved
23 and registered with the Washington State Apprenticeship Council.

24
25 **Section 18.1.1.**

26 In the event an apprentice is deemed unsuccessful by the Local JATC in completing any or all
27 parts of the approved standards, such apprentice waives contractual recourse through the
28 grievance procedure, Article XV.

29
30 **Section 18.1.2.**

31 The maximum approved ratio of apprentice to journey level employees shall be one-to-one (1:1).
32 If, at any given time, those requesting apprentice status exceeds the one-to-one (1:1) ratio,
33 employees shall be selected based upon seniority.

34
35 **Section 18.2.**

36 Employees enrolled as apprentices shall receive the base rate of pay as specified on Schedule A. Upon
37 successful completion of apprenticeship standards and recognition by the WJATC of journey status, the
38 journey person shall receive one dollar (\$1) per hour above their regular rate of pay.

39
40 **Section 18.3.**

41 Employees shall be responsible for tuition costs associated with college credits and for required books
42 and materials.

43
44 **Section 18.4.**

45 Participation in the apprenticeship program is voluntary for all employees.

46
47 **Section 18.5.**

48 Persons employed on the effective date of this Agreement may apply for the apprenticeship program at
49 any time new enrollees are accepted.

Section 18.5.1.

Such employees shall receive partial credit for time worked in the District as determined by the WJATC.

Section 18.6.

The District shall develop apprentice job descriptions within one hundred eighty (180) days of the effective date of the Agreement. Such descriptions shall conform to State approved apprenticeship standards and must be kept on file with the State.

Section 18.7.

This Article may be reopened at any time upon mutual agreement of the parties or as new classifications are proposed by the local JATC for journey level status.

ARTICLE XIX

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1.

The term of this Agreement shall be September 1, 2023 to August 31, 2026.

Section 19.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section. All prior discussions and agreements have been reviewed and added to this Agreement when appropriate and nothing herein may be changed by letters of agreement or memorandums of understanding signed prior to the ratification of this Agreement except by future mutual agreement.

Section 19.3.

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 shall be reopened as necessary to negotiate changes in wages, hours and working conditions required by legislative changes.

Section 19.4.

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

Section 19.5.

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

Section 19.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 19.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

TAHOMA CHAPTER #709

BY: Ruthie Mackie
Ruthie Mackie, Chapter President

DATE: 9-28-23

TAHOMA SCHOOL DISTRICT #409

BY: Scott Mitchell
Scott Mitchell, Acting Director of HR

DATE: 9/28/23

**TAHOMA SCHOOL DISTRICT
SCHEDULE A
2023-2024**

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**SCHEDULE A NOTES
TAHOMA SCHOOL DISTRICT
SEPTEMBER 1, 2023 - AUGUST 31, 2026**

1. New employees will be hired at ninety-five percent (95%) of the regular salaries as listed on Schedule A (entry rate). With three (3) years' experience in Tahoma or any other K-12 school district in the State of Washington, those employees shall be increased to one hundred percent (100%) salary levels (regular rate). The Tahoma Human Resources Department will be responsible for obtaining verification from other K-12 Washington school districts (and will act promptly to do so) once a "Request for Verification" has been received from a Tahoma classified employee. "Request for Verification" forms will be available at Tahoma Human Resources. New hires shall have thirty (30) days to submit "Request for Verification" for Washington State K-12 school district employment in order to be placed on Schedule A retroactive to their hire date.
2. Secretaries assigned to a school library not working under the direct supervision of a certificated staff member shall be paid an additional seventy-five (\$0.75) per hour.
3. See Section 7.12.6 regarding appropriate pay for employees with portions of an assignment in Paraeducator I and Paraeducator II programs.
4. Food Service employees who earn or maintain SNA certification shall be entitled to the following wage adjustments provided the credits necessary for certification are obtained on the employee's own time; and two (2) records of such credits are provided to the Food Services Supervisor:
 - Level 1-General Assistant, one dollar (\$1.00) increase
 - Level 2-Technical Assistant, one dollar and twenty five cents (\$1.25) increase
 - Level 3-Manager, one dollar and fifty cents (\$1.50) increase and
 - Level 4, one dollar and seventy-five cents (\$1.75) increase.

The increase in wage rate will be available in the first payroll following receipt of documentation by the supervisor on or before the 5th of each month (e.g., documentation received on September 5 will result in an increased wage rate in the September payroll; documentation received on September 6 will result in an increased wage rate in the October payroll).
5. All second shift custodians shall be compensated at base plus a premium of seventy five cents (\$0.75) per hour. Second shift is defined as hours worked at 2:00 pm or later. Custodians whose regular shift includes work during both the first and second shifts shall be compensated at the base rate for those hours worked during the first shift, and at the premium rate for those hours worked during the second shift.
6. See Section 7.8.3 for wage adjustments concerning Camp Casey work.
7. Employees who were paid a twenty cents (\$0.20)/hour premium for required certification in the paraeducator core competencies prior to September 1, 2020, shall continue to be paid such premium as long as such employee remains continuously employed in a Paraeducator I or Paraeducator II position. This premium was discontinued effective with the 2020-21 school year.

- 1 8. Employees who were paid a twenty cents (\$0.20)/hour premium for required certification in the
2 paraeducator core competencies prior to September 1, 2020, shall continue to be paid such
3 premium as long as such employee remains continuously employed in a Paraeducator I or
4 Paraeducator II position. This premium was discontinued effective with the 2020-21 school year.
5
- 6 9. Head custodians who meet the increased skill and performance standards in an updated job
7 description shall be compensated an additional seventy-five cents (\$0.75) per hour.
8
- 9 10. Each employee in the Maintenance/Grounds position shall be paid a \$0.75/per hour premium after
10 obtaining and maintaining the pesticide/herbicide certification and a \$0.75/per hour premium after
11 obtaining and maintaining the playground certification. These certifications are optional for any
12 employee in this position on August 31, 2023. Employees hired into a Maintenance/Grounds
13 position after August 31, 2023, must obtain these certifications within two (2) years of their hire
14 date in the position in order to maintain employment in the position.
15
- 16 ○ Employees with 16–19 years of service shall receive an annual longevity bonus of \$250.
 - 17 ○ Employees with 20–24 years of service shall receive an annual longevity bonus of \$500.
 - 18 ○ Employees with 25–29 years of service shall receive an annual longevity bonus of \$750.
 - 19 ○ Employees with 30 or more years of service shall receive an annual longevity bonus of
20 \$1000.
- 21
- 22 This annual longevity bonus shall be calculated based on the number of years of service on
23 September 1 and shall be paid to qualifying employees October 1 of each year.
24
- 25 12. Custodial base rates above have been increased by fifty cents (\$0.50) per hour effective September
26 1, 2023. Custodians working at a high school shall be compensated at base plus a premium of fifty
27 cents (\$0.50) per hour.
28
- 29 13. Bus Assistants serving high needs students as determined by the Director of Special Services shall
30 be paid a premium of seventy five cents (\$0.75) per hour.
31
- 32 14. The Head Paraeducator shall be compensated at the rate of one dollar (\$1.00) per hour above the
33 employee's regular hourly rate for all hours worked (see Section 7.12.3).
34
- 35 15. Upon completion of STARS training, Extended Enrichment Site Managers shall be paid at a rate
36 of one point two percent (1.02%) above the Extended Enrichment Site Manager wage rate.
37
- 38 16. Trainers of substitute custodians or new custodial employees shall be paid their regular rate of pay
39 plus current minimum wage for all hours providing such training.
40
- 41 17. Any employee in the tech department may complete a course toward obtaining a specialist
42 certification that applies directly to the work they are doing in the department, the district will pay
43 a one-time cost of registration for this course, so long as it is agreed upon between the employee
44 and department supervisor. Additionally, the District will pay for one (1) test registration for the
45 employee to take the certification test. Employees who obtain the certification will receive an
46 additional one dollar (\$1.00) per hour premium to their schedule A wage rate.

WHAT ARE THE “WEINGARTEN RIGHTS”?

The “Weingarten Rights” (mentioned in Article III, Section 3.3) requires that an employee be given the opportunity to have Association representation at an employer’s investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able Association representative at an investigatory interview may assist the employer in obtaining facts and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the following principles:

1. The employee must request an Association representation.
2. Rescheduling a meeting to permit an Association representative to be present may be appropriate, but the unavailability of a union representative may not unreasonably delay the investigation.
3. The right applies to situations where the employee reasonably believes the investigation will result in disciplinary action. This right does not pertain to “run-of-the-mill-shop-floor conversations” including but not limited to giving instructions, training or needed correction of work techniques.
4. The Association representative’s role is to assist the employee, not to disrupt or obstruct the interview. The representative’s role may include clarifying facts or suggesting other employees with relevant knowledge.
5. If an employee requests Association representation, the employer may decide to continue the investigation without interviewing the employee. The employer is not required to justify this decision.

These duties and responsibilities are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” (mentioned in Article XI, Section 11.1) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree to discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in their service with the employer?

BUILDING DECISION MAKING MATRIX

Site/Group: Select Most: Enter % % Date Adopted: Date			
<p>Decisions pre-printed on this chart cannot be changed. The building shall determine who has input, recommending or decision making authority where the chart is blank. The building has the autonomy, within the scope of the building's contractual and legal authority, to add topics through a consensus process.</p>			
TOPIC	INPUT	RECOMMENDATION	DECISION
Assignment of Extra Work & Overtime (7.3.7)			
Consensus Training (13.3)			
Custodial & Maintenance - Reassignments & Additional Hours (7.11.1)	CUSTODIAL / MAINTENANCE STAFF	DEPARTMENT SUPERVISOR	ASSISTANT SUPERINTENDENT
Student Discipline Plan and Sanction Charts		AD HOC CITIZENS COMMITTEE	SCHOOL BOARD
Head Para Educator Selection (13.4)			
Hiring		PRINCIPAL / SUPERVISOR	SCHOOL BOARD
Leadership & Staff Development Money (13.5)			
Mandatory Training - Food Service & Transportation (7.7.1)			
School Safety Plan		SAFETY COMMITTEE	PRINCIPAL
Training Rate (16.12)			
Transportation Handbook (7.7.1)			