

COLLECTIVE BARGAINING AGREEMENT BETWEEN
MOSES LAKE SCHOOL DISTRICT #161
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
MOSES LAKE CHAPTER

September 1, 2017 - August 31, 2020



Public School Employees of Washington / SEIU Local 1948
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PREAMBLE

This Agreement is made and entered into between the Moses Lake School District Number 161 (hereinafter “District”) and the Public School Employees of Moses Lake, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

The parties agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith; with respect to grievances and collective negotiations on personnel matters, including wages, hours and working conditions; promote effective methods for prompt adjustments of differences and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the employer. 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. Association Recognition.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Bargaining Unit Definitions.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial, Driver-Trainer, Maintenance, Mechanic, Migrant/ESL, Nutrition Services, Para Educator, Pool, Secretary, Security, Technology, Therapy Assistants, Transportation and Warehouse.

The following positions are exempt from the bargaining unit: Business Manager, Maintenance Manager, Transportation Manager and Assistant Manager, Warehouse Manager, Nutritional Service Manager and Assistant Manager, Superintendent’s Secretary and Deputy Superintendent’s Secretary, Payroll Technician, Community Resources Manager, Accounts Payable Manager, Benefits Specialist, Custodial Supervisor, Technology Manager, Personnel Manager and Personnel Assistant.

Section 1.2.1. Other Definitions.

- A. The term “District” shall mean the Moses Lake School District, #161, acting through its officers, agents or administrators.
- B. The term “Board” shall mean the Board of Directors of the Moses Lake School District, #161, Grant County, Washington.
- C. The term “Association” shall mean the Public School Employees of Moses Lake.
- D. The term “Parties” shall mean the District and the Association.
- E. The term “Agreement” shall mean the collective bargaining agreement signed by the Parties.
- F. The term “Employee” shall mean any member of the bargaining unit.



- 1 G. The term “Full-time Classified Employee” shall mean an employee who works on an
2 eight (8) hour per day, twelve (12) month per year schedule.
- 3 H. The term “Superintendent” shall mean the chief administrator of the District or his/her
4 designee.
- 5 I. The term “President” shall mean the President of the Association or his/her Co-president.
- 6 J. The term “Calendar Days” shall mean the universally recognized calendar of months and
7 days.
- 8 K. The term “Workdays” shall mean the days included in the employee’s contract year.
- 9 L. The term “Business days” shall mean any calendar day, exclusive of Saturdays, Sundays,
10 recognized holidays, Winter Break and Spring Break, when the Moses Lake School
11 District Administration office is open for the conduct of business.

12
13 **Section 1.2.2. Substitute, Replacement and Temporary Employees.**

14 A **substitute employee**, is any person employed for more than thirty (30) days within a twelve
15 (12) month period ending during the current or immediately ending school year. If they continue
16 to be available for employment as substitutes, they are included in this bargaining unit, but
17 subject only to the provisions of this agreement that are expressly identified as being applicable
18 to such employees.

19
20 A **replacement employee** is a substitute who is employed in a particular position for twenty (20)
21 or more consecutive workdays. Replacement employees shall be placed on the entry step of the
22 appropriate classification and level on the salary schedule and be paid retroactive at that rate to
23 the first day of their replacement assignment. A replacement employee who serves in the same
24 position for a period of more than one hundred-twenty (120) workdays shall be entitled to
25 contributions for medical benefits as provided in this agreement, with such benefit entitlement to
26 start on the first day of the month after the one hundred twentieth (120th) day of such
27 employment and to continue so long as the replacement employee remains in that assignment.

28
29 After February 1st of any given year, the district may choose to replace any less than twelve (12)
30 month employee with a temporary employee for the remainder of that year. These temporary
31 employees subsequently hired as regular employees, in the same position, shall be credited with
32 days worked as a temporary employee towards completion of their probationary period.

33
34 **Section 1.3. Job Descriptions.**

35 The District shall provide job descriptions to all employees.

36
37 **Section 1.4. Classification Review Committee.**

38 The parties agree to form a committee of no more than three (3) bargaining unit members and three (3)
39 district administrative personnel to review requests from employees as to their classification or level.
40 The committee shall make a recommendation to the Superintendent or designee for a final decision.
41 Requests must be turned in by January 15 of each year. Requests will be reviewed annually by March
42 31. Employees will be given a written response including rationale for any denial. Approved changes
43 will be implemented at the beginning of the following school year. Those not granted classification
44 change may re-apply after two years.

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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Employer Rights.

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, but without limiting management 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 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. School Calendar.

It is recognized that the School Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, a proposal will be referred to the local Public School Employees Organization for their review. The parties recognize that the school calendar is a mandatory topic for negotiations. PSE shall annually designate a representative to attend district professional development committee meetings.

Section 2.3. Just Cause.

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Employee Rights.

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. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2. Personal Concern.

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

1 **Section 3.3. Association Representative.**

2 Employees subject to this Agreement have the right to have Association representatives or other persons
3 present at discussions that could lead to disciplinary action between themselves and supervisors or other
4 representatives of the District. If the employee requests Association representation, the discussion may
5 be delayed up to twenty-four (24) hours in order to allow the employee to acquire such representation.
6

7 **Section 3.4. Employee Discrimination.**

8 Neither the District, nor the Association, shall discriminate against any employee subject to this
9 Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorable discharged
10 veteran or military status, sexual orientation including gender expression or identity, the presence of any
11 sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person
12 with a disability.
13

14 **Section 3.5. Personnel File.**

15 Any employee shall have the right to inspect all contents of his/her own personnel file. Each personnel
16 file shall contain the following information: application and resume, evaluation reports, testing
17 information, and letters of discipline or commendation. Employees shall be given a copy of any material
18 that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity
19 to attach written comments within ten (10) days of the receipt of the material. The District shall maintain
20 the employee's personnel file at the district office. The Superintendent shall be responsible for
21 safeguarding personnel files. After seven (7) years the District may remove and destroy the employee's
22 evaluation reports. After three (3) years, upon request of the employee, the District shall remove and
23 destroy any adverse materials (excluding evaluation reports) upon which no subsequent action has been
24 taken unless otherwise required to remain on file by state law. When a document other than the
25 evaluation is to be placed in the employee's personnel file, a notation of that placement will be made on
26 the final page of that document. Information that could lead to disciplinary action must be brought to the
27 attention of the employee in a timely manner.
28

29 **Section 3.6. Conduct.**

30 District officials shall conduct themselves with dignity and respect for the employees and union officials.
31 Employees and union officials shall conduct themselves with dignity and respect for district officials.
32

33 **Section 3.7. Membership List.**

34 On or before the first day of November of each school year, and at the request of the President, or his/her
35 designee, the District shall provide a list of all bargaining unit employees stating their names, addresses,
36 phone numbers, hire date, rates of pay, contracted hours per day and days per year, and job locations.
37 Electronic copies of the school board meeting minutes and the monthly classified employees report will
38 be supplied to the Spokane Regional office.
39

40 **Section 3.8. Employee's Role as Parent.**

41 The district values families of employees and encourages parent involvement in our schools. Employees
42 who have children attending another school within the MLSD may be granted emergency leave in hourly
43 increments to attend their children's:

- 44 • Parent/Teacher Conferences
- 45 • Special Awards Assemblies
- 46 • Play and Music performances during the day
- 47 • Varsity sport playoffs
- 48 • Other events as approved by their principal or immediate supervisor

1
2 As a professional courtesy, at least two days in advance of the event the employee will work with their
3 supervisor to find coverage.
4
5

6 7 **ARTICLE IV**

8 9 **RIGHTS OF THE ASSOCIATION**

10 11 **Section 4.1. Association Rights & Responsibilities.**

12 The Association has the right and responsibility to represent the interests of all employees in the unit; to
13 present its views to the District on matters of concern, either orally or in writing; to consult or to be
14 consulted with respect to the formulation, development, and implementation of industrial relations
15 matters and practices which are within the authority of the District; and to enter collective negotiations
16 with the object of reaching an agreement applicable to all employees within the bargaining unit.
17

18 **Section 4.2. Building Visits.**

19 Representatives of the Association, upon making their presence known to the District, shall have access
20 to the District premises during business hours, provided, that no conferences or meetings between
21 employees and Association representatives will in any way hamper or obstruct the normal flow of work.
22

23 **Section 4.3. Use of School Facilities.**

24 School facilities may be used for lawful Public School Employees Organization business and meetings
25 at reasonable times during non-duty hours, provided that such meetings shall not interfere with the
26 normal school operations and/or School Board Policy.
27

28 **Section 4.4. Association Rights.**

29 The Association shall have the right to bring matters of appropriate concern regarding this contract to the
30 attention of Association representatives or the state representatives and/or appropriate officials of the
31 District.
32

33 **Section 4.5. Information Requests.**

34 The District shall provide Public School Employees of Washington/SEIU Local 1948 with information
35 on bargaining unit members upon request as appropriate within state and federal laws.
36

37 **Section 4.6. New Hires.**

38 The District shall inform the Association of all new hires within ten (10) business days of their hire and
39 shall inform all new employees where to find a copy of this Agreement on the District website.
40

41 **Section 4.7. Association Leave.**

42 Up to a maximum of ten (10) days of leave with pay shall be granted to the association co-president or
43 his/her designee for Association business under the following provisions:
44

- 45 • That such leave is requested in writing to the Superintendent by the employee and the
46 Association with a copy to the immediate supervisor.
- 47 • That the association reimburses the District for the cost of the substitute for the absent
48 employee.

- That the written request is made by the employee and the Association at least three (3) days prior to the requested leave.

Section 4.7.1.

The Association President or designee who is mutually scheduled by the parties to participate in mutual problem solving activities shall suffer no loss of pay for attendance at said meetings.

Section 4.7.2.

Release time may be granted to PSE members to participate in State PSE leadership positions upon approval of the superintendent. All costs associated with the employees' absences will be reimbursed by the State PSE.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Bargaining.

It is understood and agreed by the District and the Association that matters appropriate for consultation and negotiations between the parties shall relate to salaries, hours, working conditions and grievance procedures, as directed by RCW 41.56.

Section 5.2. Labor/Management Committee.

The Association will designate a Labor Management Committee of five (5) members who will meet with the Superintendent and other District administrators on a mutually agreeable regular basis to discuss appropriate matters.

Section 5.3. Share Decision Making.

Each site's Shared Decision Making Team shall include classified representation. These representatives will receive compensation for time spent outside their normal workday at the SDMT Meetings. Classified staff members will have the opportunity to participate in shared decision making.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Workweek.

The workweek shall begin at 12:01am Monday and end at 12pm (midnight) Sunday and consist of five (5) consecutive work days, followed by two (2) consecutive days of rest. The five (5) consecutive days are normally considered to be Monday-Friday; however, the District reserves the right to begin the five (5) consecutive days on any day of the week to complete the work in a timely and efficient manner.

Section 6.1.1. Modification of Workweek.

Each employee shall be assigned to a definite workweek and shift with designated times of beginning and end. An employee's regular shift shall not be changed without two (2) weeks prior notice, except in the cases of emergencies, temporary substitutions or circumstances beyond the control of the District.

1
2 **Section 6.1.2. Other Shifts.**

3 The shift of the administrative secretaries working in the Administration Building and the
4 secretaries, warehouseman and deliveryman working in the Warehouse shall consist of nine (9)
5 hours, including a one (1) hour (non-paid) uninterrupted lunch period. All shifts shall have a
6 fifteen (15) minute first half and a fifteen (15) minute second half rest period. BDA shifts will be
7 no less than two (2) hours.
8

9 **Section 6.1.3. Breaks and Lunch.**

10 In the event an employee is assigned to a shift less than the normal work shift previously defined
11 in this Article, when practicable, the employee shall be assigned:

- 12
13 2 hours up to 4 ¾ hours worked - One 15 minute break (paid)
14
15 5 hours up to 6.5 hours worked - One 15 minute break (paid) and one-half (.5)
16 hour lunch break (non paid)
17
18 Over 6.5 hours worked - Two 15 minute breaks (paid) and one-half (.5)
19 hour lunch break (non paid)
20

21 **Section 6.2. Custodial Shift.**

22 The standard shift for day or evening custodians shall consist of eight (8) hours of work, for eight (8)
23 hours of compensation. Custodians working the evening shift shall receive an additional one (1) percent
24 as a shift differential.
25

26 **Section 6.3. Transportation Pre & Post Trip.**

27 Recognizing that personnel in the transportation classification present special shift problems, the parties
28 agree that shifts, minimum of two (2) hours, shall be established in that classification in relation to routes
29 and driving times requisite to fulfilling tasks assigned by the transportation manager; and, further
30 provided, that all bus drivers shall receive pay for twenty (20) minutes per shift for the purpose of
31 completing pre-trip and post-trip activities, in addition to hours assigned of driving time. Drivers will
32 receive pay for actual time required in mandatory driver safety meetings. Drivers shall receive a
33 minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the
34 normal work shift and/or workday, noncontiguous with the normal shift and/or workday. Employees
35 shall be required to complete their scheduled time with tasks assigned by the transportation manager.
36

37 **Section 6.3.1. Other Trips.**

38 All trips other than regular daily scheduled bus runs (i.e. extra trips) shall be compensated at the
39 driver's hourly rate. Drivers of handicapped students shall be compensated at the regular drive
40 rate for extra trips involving non-handicapped students. Such trips shall be assigned on a
41 seniority basis.
42

43 Trips are to be selected and assigned by Friday morning of each week. Drivers may receive one
44 (1) trip per week or two (2) in-district trips per week on the first rotation, and an additional trip
45 on a second rotation, providing the trip(s) would not take them over forty-two (42) hours in that
46 week, the week being Monday through Sunday. To be eligible on the second rotation, the driver
47 must have signed up on the first rotation.
48

1 The hours the driver would lose on their regularly scheduled run will be deducted from their
2 work schedule for that day and week.

3
4 If a driver cancels an already assigned trip, they shall not be eligible to bid for another trip in that
5 week.

6
7 Trips which are scheduled after the bidding and assignment provided herein shall be offered to
8 all drivers on a seniority basis. Once the late scheduled trip is accepted by a driver then that
9 driver's originally bid and assigned trip will be reassigned to the next most senior driver that has
10 not been assigned a trip. Provided, however, that trips that are scheduled with less than twenty-
11 four (24) hours' notice to the District shall not be subject to this procedure but shall be assigned
12 to the next most senior driver that has not been assigned a trip.

13
14 **Section 6.3.1.1.**

15 If a trip is cancelled after assignment to a driver, the assigned driver shall be compensated
16 at fifty percent (50%) of the scheduled trip time. Trips cancelled due to circumstances
17 beyond the control of the district are exempt from this section.

18
19 **Section 6.3.2. Trip Forfeiture.**

20 A driver who is not available to drive their route on the day before an assigned trip will forfeit
21 the trip at that time so that it can be reassigned in a timely manner.

22
23 **Section 6.3.3. Layover.**

24 On layover days, drivers will receive eight (8) hours of straight time or if they are driving over
25 eight (8) hours, the drivers will be paid time and one-half (1.5) their rate for all driving hours
26 over eight (8) hours. All meals will be reimbursed at the district rate unless meals are provided.
27 The District will pay the cost of lodging. On the return trip day, the driver will be paid for all
28 driving time and meals, following district procedures for meal reimbursement.

29
30 **Section 6.3.4. Charter Bus Service.**

31 If it is to the cost advantage of the District to charter commercial bus service for extra-curricular
32 activities, which are funded by state, federal or local levy monies, the District shall provide PSE
33 with notice within ten (10) business days of the anticipated trip(s). If PSE elects to meet and
34 negotiate a new trip rate, the District shall provide all relevant data and bid information
35 pertaining to the anticipated extra trip.

36
37 Athletic contest "play-off" games will not be subject to the above limitations.

38
39 **Section 6.3.5.**

40 Any driver on probation will only be allowed to take out of town trips within fifty (50) road
41 miles from the Moses Lake transportation center.

42
43 **Section 6.3.6. District Van/Vehicle Use.**

44 Schools or departments are allowed to use one (1) district owned or rented vehicle for single day
45 trips to transport nine (9) or fewer students to the same co-curricular or extra-curricular event. If
46 there are ten (10) students or more going on a trip, a school bus and bus driver must be used for
47 that event.

1 For overnight trips, two (2) district-owned or rented vehicles may be used when it is determined
2 to be cost effective and transporting nine (9) or less students per vehicle to the same co-curricular
3 or extra-curricular event. If there are nineteen (19) or more students going on an overnight trip,
4 a school bus and bus driver must be used for that event.

5 *Any exceptions to this procedure must be approved by the Superintendent or his/her designee.
6

7 **Section 6.3.7. Fleet Video and data Management GPS System.**

8 Fleet Video and Data Management GPS Systems will be utilized by the District to assist with
9 emergency response management and operational data and as a driver training/teaching tool. The
10 data will not be used for performance evaluations except as a part of an investigation into
11 allegations of safety infractions. An accident review investigator(s), if implemented by the
12 District, will have access to the data.
13

14 **Section 6.3.7.1. Driver Notification.**

15 Drivers will be notified before the video is being reviewed for any type of investigation
16 unless the driver is on route. Once they return the driver will be notified. Drivers shall
17 have the opportunity to view their own video recordings.
18

19 **Section 6.4. Compensation.**

20 All hours worked more than the normal shift of eight (8) hours per day, or forty (40) hours per week,
21 shall be compensated at the rate of one and one-half (1-1/2) times the employee's base hourly rate.
22 Employees called for special service shall receive no less than two (2) hours pay per call. Bus drivers
23 shall continue to be paid overtime for any work in excess of eight (8) hours per day.
24

25 **Section 6.4.1. Summer Hours.**

26 A four (4) day, 10-hour per day work shift shall be permitted during the spring break (provided
27 there are five (5) non-school days) and the summer for regular warehouse employees, district
28 office employees, bus mechanics, custodians, technology and maintenance employees at the
29 discretion of the supervisor. The days of work and assignment within classification levels shall
30 be at the District's option. Summer will be defined as the period of time beginning the second
31 Monday after the last day of the regular 180 day school year and ending two Fridays prior to the
32 first day of the new 180 day school year. The week of the 4th of July holiday shall be worked as
33 a 4-day/8-hour week.
34

35 **Section 6.5. Food Service/Meals Per Labor Hour.**

36 Cooks shall be assigned based on the following meals per labor hour (MPLH). Labor hours shall
37 include all hours used to prepare, serve, and clean up after meals; complete all financial reports;
38 complete the Menu Planning Book; place regular and emergency food orders; cashiering; and the
39 operation of cash registers. Early release days, field trip days, parent conference days and inclement
40 weather will not be included in the count for calculating meals per labor hour. Regardless where meals
41 are served, the MPLH count will be credited at the schools where meals are prepared.
42

43 The MPLH are to be as follows:

| | | |
|----|-------------------|------------|
| 44 | | |
| 45 | Elementary School | 19 MPLH |
| 46 | Middle School | 16-18 MPLH |
| 47 | High School | 15-17 MPLH |
| 48 | CB Tech | 16-18 MPLH |

1 A meal is defined as one Type A meal served or for a la carte meal is computed by dividing the total a la
2 carte sales by the a la carte reimbursement rate set by the state.

3
4 Changes to staffing based on the October 15th MPLH counts will take effect November 1st of that year.
5 Management reserves the right to increase, decrease and/or shift staffing as needed to accommodate
6 changes in participation or service at a given building.

7
8 Contracted hours will be in effect from October 31st through October 30th the following year unless
9 otherwise adjusted for reasons stipulated above.

10
11 **Section 6.5.1. Administration of MPLH.**

12 When time is added to a kitchen due to the fluctuation in meals per labor hour (MPLH), the time
13 will be offered to the most senior, available and qualified employee in the appropriate
14 classification in order to meet breakfast and/or lunch needs.

15
16 When time is decreased in a kitchen due to a reduction in MPLH, any employee that has received
17 additional hours during the current school year would lose the time, by seniority, provided that
18 breakfast and/or lunch needs are being met.

19 Reductions to regular contract hours due to reductions in MPLH will be done by seniority,
20 provided that breakfast and/or lunch needs are being met.

21
22 Prior to the end of the school year, the Food Service Director will project the labor hours for each
23 site, based on projected meal participation. Notices of Reasonable Assurance will indicate the
24 projected hours for each position. If projected hours for any position are an hour (or more)
25 greater than the contracted hours for the previous year, positions will be posted for bid by no
26 later than mid-October.

27
28 **Section 6.6. Breakfast.**

29 If meals per labor hour in the breakfast program fall below twenty (20), a minimum of two (2) hours per
30 school will continue to be allocated for the breakfast program.

31
32 **Section 6.7. First Assistant Cook.**

33 The First Assistant Cook in each building with a Head Cook shall work a minimum of four (4) hours.

34
35 **Section 6.8. Employee in Higher Classification.**

36 Employees requested to work a shift regularly filled by a higher classification employee shall receive
37 compensation equal to the rate in the higher classification, based upon the experience step of the
38 replacement employee.

39
40 **Section 6.9. Emergency School Closure.**

41 In the event of an unusual school closure due to inclement weather, plant in-operation or the like, the
42 District will make every reasonable effort to notify each employee to refrain from coming to work.
43 Employees reporting to work shall receive a minimum of two (2) hours of pay at the base rate in the
44 event of such a closure. No employee shall be entitled to any such compensation if the District has made
45 every reasonable effort to notify the employee of the closure prior to the employee leaving home for
46 work.

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Section 6.10.

Classified staff may be assigned to supervise students consistent with RCW 28A.405.465. When assigned by an administrator to replace a certificated teacher, the classified employee shall be compensated at the substitute teacher rate.

Section 6.11.

The district shall be responsible to provide adequate training for all bargaining unit classified staff.

Section 6.12. Paraprofessionals with Emergency Substitute Certificates.

Paraprofessionals will have the option to obtain their Emergency Substitute Certification prior to the first day of school. Paid training will be provided by the District.

Paraprofessionals with emergency substitute certificates may be asked to substitute for any teacher in a building. Placement of substitutes within a building is at the discretion of the Principal.

Paraprofessionals with Emergency Substitute Certificates assigned to a Life Skills Classroom who are left alone with students in the classroom for more than thirty (30) minutes will be compensated for this additional time at the Emergency Sub rate. If more than one Paraprofessional in the same classroom has obtained their Emergency Substitute Certificate, a rotation of this position will take place.

Section 6.13. Students with Personal Needs.

A Para Educator I assigned to assist with student personal needs (including but not limited to: toileting, diaper changing, bathing, catheterization, feeding or any new State Statutes and Regulations) shall receive an additional fifty cents (\$0.50) per hour.

Section 6.14. Flex Time.

Flex-time is defined as pre-approved hour for hour switching of time worked outside the employee’s regular daily work schedule but less than 40 hours per week for future time off. Flex-time shall generally be earned and used within the same work week. No employee working directly with students may flex student attendance time and no employee shall be expected to flex time which they have no realistic opportunity to use at a future time. The date when flex time is to be used shall be mutually agreed in advance by the employee and supervisor.

Section 6.16. Compensatory Time.

In certain situations, a supervisor may give permission for an employee to take compensatory time off in lieu of payment for extra hours. Compensatory time must be approved in advance by the supervisor and /or Principal before any work is completed for which the employee has requested to be compensated with time off instead of pay. Approval of compensatory time is at the discretion of the supervisor. Compensatory time will be accrued at a rate of one hour for every hour worked; or 1.5 hours for every hour worked when the employee will be in overtime status.

Section 6.17. Para Educator Responsibilities.

Coordination between Para Educators and their supervising teacher is intended to be done on duty time, not during lunch, rest periods or before/after their scheduled workday.



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ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

Twelve (12) month employees shall receive the following paid holidays that fall within their work year. For all other employees, eligibility for paid holidays shall be based upon continuous District experience as of December 24th. Employees who have one (1) continuous year of experience on December 24th shall be paid for all the following holidays falling within their work year:

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

For those employees who are required to work one (1) year prior to becoming eligible for holidays, any break in service for more than six (6) months shall cause the employee to become ineligible for holidays until the employee has again worked for the District for one (1) continuous year. A "year" worked shall be determined by each employee's hire date and all existing employees shall be given credit for their prior years of continuous service toward the one (1) continuous year requirement in this section.

Section 7.1.1. Holidays Worked.

Employees who are required to work on the above-described holidays shall receive two (2) times their base rate for all hours worked on such holidays.

Section 7.1.2. 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.

Section 7.1.3. Un-worked Holidays.

Employees eligible for holidays shall receive pay for that holiday on a basis equal to the pay they received during their normal work shift at their base rate in effect at the time of the holiday. Employees who are on the active payroll on the holiday and who have worked either the last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday and who are not on leave of absence shall be eligible for holiday pay for un-worked holidays. An exception to this requirement will occur if employees can furnish proof satisfactorily to the District that because of illness they were unable to work either of such shifts and the absence previous to such holiday by reason of illness has not been longer than thirty (30) regular workdays.

Section 7.2. Vacations.

During the first year of employment, full-time employees receive one (1) day vacation credit for each month worked, or major portion thereof, to a maximum of ten (10) days. Upon completion of one (1) year of employment, employees receive vacation credit according to the following schedule.

1 Probationary employees may not take vacation leave until they have successfully completed their
2 probationary period.

| | Years of Service | Days of Vacation |
|----|------------------|------------------|
| 5 | 1 | 10 |
| 6 | 2 | 10 |
| 7 | 3 | 10 |
| 8 | 4 | 10 |
| 9 | 5 | 15 |
| 10 | 6 | 15 |
| 11 | 7 | 15 |
| 12 | 8 | 15 |
| 13 | 9 | 16 |
| 14 | 10 | 17 |
| 15 | 11 | 18 |
| 16 | 12 | 19 |
| 17 | 13 | 20 |
| 18 | 15 | 21 |
| 19 | 20 | 23 |

20
21 No vacations will be lost for any job change to an eligible position within the total bargaining unit.
22 Vacations shall be earned commencing upon the hire date. Twelve (12) month employees who are hired
23 at a point where they work less than the full school year shall receive prorated vacation. Vacation days
24 available to the employee will be listed on the monthly payroll pay stub through Skyward.

25
26 **Section 7.2.1. Secretaries and Driver Trainers.**

27 Secretaries and Driver Trainers who work one hundred eighty-five (185) contracted days or more
28 each year, but less than two hundred sixty (260) days (12 month employees), shall receive pro-
29 rated paid vacations pursuant to Section 7.2. The vacation received in this paragraph may be
30 taken during the summer vacation period after the employee’s last workday of each year, or
31 during the regular school year, provided that vacation taken during the school year shall not be
32 taken in increments of more than five (5) continuous workdays. Employees who terminate
33 employment prior to the end of the work year shall be paid for any accrued vacation time in their
34 final paycheck provided they have completed at least one (1) full work year.

35
36 **Section 7.2.2. All Other Classifications.**

37 It is mutually agreed that vacations shall be scheduled at the request of the employee, unless such
38 vacation time would disrupt the normal activities of the District. Generally, vacations shall be
39 scheduled during periods when the regular 180 day school year is not in session. Employees may
40 schedule vacation time during the regular 180 day school year provided the employee has
41 approval from their immediate Supervisor. If vacation is denied, the time requested may be
42 carried over from year to year. On retirement, an employee will be entitled to cash out a
43 maximum of thirty (30) days of accumulated vacation. The maximum vacation carryover will be
44 forty-five (45) days.

45
46 **Section 7.2.3. Transfers.**

47 An employee who transfers from a less than twelve (12) month position to a twelve (12) month
48 position shall be allowed credit for the year’s work with the District in the less than twelve (12)



1 month position in determining the employee's allowable vacation days in the twelve (12) month
2 position. This yearly credit toward vacation will be arrived at by computing the total number of
3 hours that the employee has worked for the District at the point of transfer and by dividing those
4 hours by 2,080 and by rounding the result off to the nearest half-year.
5

6 **Section 7.2.4. Calculation.**

7 Through Employee Access, the District shall provide a calculation of vacation days on the pay
8 record, calculated monthly from the day the employee is hired. Vacation time may accrue but not
9 be available to use until the probationary period ends. Vacation time shown on the monthly
10 payroll pay stub will be posted one month behind the actual time earned.
11

12 **Section 7.2.5. Vacation buy back (260-day Employees)**

13 Employees who have accrued a minimum of thirty (30) vacation days may cash out up to five (5)
14 vacation days in excess of thirty (30) at the end of the school year. Payment will be made in the
15 August payroll check with a ratio of one (1) to one (1) buy back for two hundred sixty (260) day
16 employees. This request must be submitted on the District form and approved by the immediate
17 supervisor by July 10th of each school year.
18
19
20

21 **ARTICLE VIII**

22 **LEAVES**

23 **Section 8.1. Sick/Disability/Maternity Leave.**

24 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
25 however, that no employee shall accumulate less than twelve (12) days of sick leave per school year.
26 Such leave shall accumulate to a maximum of the days in an employee's work year entitlement. An
27 employee who works eleven (11) days in any calendar month will be given credit for the full calendar
28 month.
29
30
31

32 The District will front load the twelve (12) days for each employee at the beginning of the school year. If
33 an employee separates employment prior to the end of the school and has used all these frontloaded
34 days, the District will deduct from their last pay warrant the cost of any "unearned" sick leave.
35

36 **Section 8.1.1. Report to Work.**

37 Each employee has the responsibility to make all reasonable efforts to notify the supervisor of
38 their inability to report to work. If an employee fails to show up at work and has failed to contact
39 the supervisor for five (5) consecutive workdays, that employee will be deemed to have resigned
40 or abandoned their employment with the District unless the failure to notify the supervisor was
41 due to circumstances beyond the employee's control.
42

43 **Section 8.1.2. Less than Full-Time Employees.**

44 Those employees who are employed less than full-time (8 hours per day) shall receive a prorated
45 portion of the annual sick leave allowance. The number of accumulated sick leave days will be
46 made known to each employee at the beginning of each school year.
47

1 **Section 8.1.3. Personal Illness or Disability.**

2 An employee who is unable to perform his duties because of a bona fide personal illness or
3 disability, including pregnancy, (as stated in writing by a physician) may, upon the employee’s
4 request, be granted a sick leave of absence without pay at the exhaustion of the employee’s
5 accumulated sick leave, said leave of absence to be for the duration of the illness or disability up
6 to a maximum of one (1) year. Application for renewal for leave of absence for health conditions
7 will be made in writing to the Superintendent.
8

9 **Section 8.1.4. Sick Leave without Pay.**

10 An employee who has been granted sick leave without pay for health reasons may return to
11 service during the period of leave after giving due notice to the Superintendent and with
12 permission of the Superintendent and the employee’s physician. Upon return, the employee shall
13 retain the same position on the salary schedule, retirement, and benefits the employee had upon
14 commencement of the leave.
15

16 **Section 8.1.5. Accrued Sick Leave.**

17 Sick leave is not accrued while on leave of absence without pay for health conditions.
18

19 **Section 8.1.6. Granting of Sick Leave.**

20 Sick leave may be granted for absence from duty for a period up to and including five (5)
21 consecutive days on the basis of an absence affidavit which specifies the cause of absence and
22 which is signed by the employee. A grant of sick leave in excess of five (5) consecutive days
23 must be verified by a written statement from a physician.
24

25 **Section 8.1.7. Benefits While on Leave.**

26 Employees claiming benefits under this leave provision shall submit to the Superintendent a
27 statement of the cause for the absence immediately upon return to service. Forms shall be
28 provided from the District for this purpose.
29

30 **Section 8.1.8. Sick Leave Cash Out.**

31 Sick Leave cash out will be granted as provided by state laws and regulations.
32

33 **Section 8.2. Family Illness Leave.**

34 Leave will be allowed in the event of illness within the immediate family. For purposes of this provision
35 immediate family shall mean spouse, siblings, parents, in-laws, children, grandchildren, grandparents,
36 aunts, uncles, nieces, nephews, or those of the employee’s spouse, dependents or persons living in the
37 same household as the employee.
38

39 **Section 8.3. Emergency Leave.**

40 Emergency leave shall be granted to employees due to a problem requiring the personal attention of the
41 employee that has been suddenly precipitated, of such a nature that planning was not possible, or where
42 preplanning could not relieve the necessity for the employee’s absence.
43

44 **Section 8.3.1. Determination of Emergency Leave.**

45 Employees claiming benefits under this leave section shall submit to the Superintendent a
46 statement of the cause of absence immediately upon the return to service. Forms will be
47 provided by the District for this purpose. The District shall decide whether or not the absence
48 qualified as emergency leave, and, if the District finds that the leave does not qualify for

1 emergency, it shall so notify the employee within five (5) days after the making of that decision
2 in writing, stating the reasons therefore.

3
4 **Section 8.4. Bereavement Leave.**

5 Employees not currently on leave will be granted up to five (5) days with pay per occurrence because of
6 death in the immediate family. This leave is not cumulative. Immediate family for the purposes of this
7 section shall mean spouse, mother, father, legal guardian, son, daughter, brother, sister, mother/father-in-
8 law, grandparents, sister/brother-in-law, grandchildren, aunts, uncles, nieces, nephews, those of the
9 employee's spouse and anyone living in the employee's household. One (1) day of leave shall be
10 granted in all other cases of bereavement. Any other bereavement leave required shall be considered
11 under the emergency leave provisions provided in this contract. The District may require documentation
12 to support the use of this leave.

13
14 **Section 8.4.1. Explanation and Justification.**

15 Employees claiming benefits under this leave section shall submit to the Superintendent a
16 statement of the cause of absence immediately upon return to service. Forms shall be provided
17 by the District for this purpose. A full explanation and justification by day is required.

18
19 **Section 8.5. Jury Duty.**

20 Leave for purposes of serving on a jury shall be granted to any employee summoned to appear on a jury,
21 for each day the employee actually attends court for jury duty or was summoned to appear at court, but
22 was notified not to appear after the daily work shift began. If the employee's jury service terminates for
23 any reason before the end of the employee's workday, the employee shall return to work unless excused
24 for the remainder of the workday by his or her supervisor. A copy of the Jury Summons is to be
25 attached to the absence affidavit.

26
27 **Section 8.5.1. Jury Duty Fee.**

28 Normal daily pay for jury service will be provided.

29
30 **Section 8.5.2. Court Absences.**

31 Other court absences will be covered by Section 8.3, Emergency Leave. The employees
32 claiming benefits under this leave provision shall submit to the Superintendent a statement of
33 cause of absence immediately upon return to service. Forms shall be provided by the District for
34 this purpose.

35
36 **Section 8.6. Personal Leave.**

37 Employees shall be entitled to three (3) days of personal leave, with pay. This leave must be requested
38 at least three (3) days in advance. Personal leave may be expended in hourly increments according to
39 the number of hours in the employee's shift in the current school year. This leave is not sick leave and is
40 not cumulative, except as indicated in 8.6.1. If leave requested after spring break is denied, it may be
41 carried over to the following year.

42
43 Employees not using the automated absence reporting system (AESOP), i.e. Transportation, and Food
44 Services, shall have this leave approved or denied in writing by their immediate supervisor three (3)
45 days in advance of taking the leave. At the conclusion of this leave, the employees must fill out an
46 absence affidavit and attach a leave approval slip, but need only indicate personal leave as a reason for
47 that leave.

1
2 For employees who are required to use the automated absence reporting system (AESOP), employees
3 will use the automated system to make their request for personal leave three (3) days in advance of
4 taking the leave. HR will process and track the leave requests, and confirm that the employee has
5 personal leave days available. At the conclusion of this leave, employees must review and sign the pre-
6 printed absence affidavit provided by the AESOP system, and need only indicate personal leave as a
7 reason for that leave.

8
9 **Section 8.6.1. Personal Leave Carryover.**

10 Unused personal leave days, to a maximum of three (3) may be carried into the following school
11 year. This does not include any days that were denied after the spring break. Those days are in
12 addition to the maximum of three (3) days that the employee may choose to carry over. These
13 denied days must be used in the following year.

14
15 **Section 8.6.2. Calculation of Personal Leave Hours.**

16 Personal leave shall be calculated in hours as noted on the employee's monthly pay record.
17 Hours shall not be lost due to changes in hours per shift.

18
19 **Section 8.7. Unpaid Leave of Absence.**

20 Any employee may apply to the Superintendent for an unpaid leave of absence for up to one (1) year for
21 medical or other mutually agreed upon reason. Employees granted such leave shall be permitted to stay in
22 the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority,
23 sick leave, vacation credit or other benefits, and shall not be granted advancement credit on the pay
24 schedule for the period of the leave. Upon return from such leave the employee shall be entitled to a
25 position substantially equivalent to the position held prior to the leave.

26
27 **Section 8.8. Employee Replacement While Out On Leave.**

28 Should a Food Service or Transportation employee be absent from their position for ten (10) days or
29 more, or the position is vacated after February 1st and not filled, a qualified employee in the same
30 general classification will be offered the opportunity to move into the vacated position in order to
31 increase their hours, their wage or gain experience in the vacant position. It is agreed that the employee
32 on leave does not relinquish their position or their right to return to work. This assignment shall be for
33 the duration of the absence or until the employee on leave resigns or is otherwise unable to return to their
34 position. At that time, the position will be posted according to the current collective bargaining
35 agreement. Any position which is vacated by the employee who is temporarily filling-in for the absent
36 employee shall be filled by a substitute. Other classifications may use this process within their assigned
37 building or department.

38
39 **Section 8.9. Leave for Student Teaching.**

40 Employees who are in an accredited program to earn a teaching certificate will be granted leave without
41 pay for the period of time required to complete student teaching. Upon completion of student teaching,
42 the employee will be allowed to return to their previous or similar position. Employees who successfully
43 complete student teaching may apply and will be considered a candidate for any teaching position within
44 the District for which they are qualified.

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ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1. Seniority.

The seniority of any employee in each job classification shall be established as the date on which the employee began continuous daily employment (hereinafter referred to as “hire date”) with the District, unless such seniority shall be lost as hereinafter provided. Adjustments in transportation will be done within two (2) weeks following final determination of routes.

Section 9.1.1. Food Service Bidding Procedure.

Interested Food Service employees will meet two (2) weeks prior to school opening with administration to bid, according to seniority, on the new or open positions. Employees may submit a proxy bid to administration in the event they are unable to attend.

Section 9.2. Probationary Status.

Each new hire shall remain in a probationary status for a period of not more than one hundred twenty (120) working days following the start date. During this probationary period the District may discharge such employee at its discretion. Probationary employees are eligible for sick leave, vacation and any other mandatory state and federal benefits. Upon completion of the probationary period, or in accordance with federal law, the employee will be entitled to health benefits as provided by the district. This Section takes effect on date of ratification by both parties.

Section 9.2.1. Transfer of Experience.

Any newly hired employee who has previously been employed by any common school district in the State of Washington, and is hired to perform work similar to that in which previously engaged shall be given. Credit towards placement on the salary schedule for years worked in a previous district (RCW28A.400.300). This does not apply to seniority ranking within the District. Likewise, at the District’s discretion, credit towards placement on the salary schedule (longevity, but not seniority) may be granted for previous work in private industry that can be documented to be substantially the same as work for which they have been hired.

Section 9.3. Probationary Period.

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

Section 9.4. Loss of Seniority.

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

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change in job classification within the bargaining unit unless specifically provided otherwise in this Agreement.

Section 9.5. Exclusions.

Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident or illness;



- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves; or
- D. Time spent in layoff status as hereinafter provided.

Section 9.6. Seniority Rights by Classification.

Seniority rights shall be effective within the general job classification unless specifically provided otherwise in this Agreement. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.2.

Section 9.7. Application of Seniority.

The employee with the earliest hire date within each job classification shall have preferential rights regarding promotion, assignment to new or open positions, shift selection, vacation and special services (including overtime).

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 shall set forth in writing to the employee the reasons why the senior employee or employees have been bypassed.

The District shall also send a notice to the Association President of the fact that a senior employee has been bypassed. The transportation unit's bypass letter for overtime and special services is exempted.

Section 9.7.1. In-District Applications.

When a position is posted in the District, out of classification personnel may apply at the same time as in classification personnel. In-district applications will be forwarded to the site hiring committee. In-District employees will be considered for open positions prior to hiring an out of District employee.

Section 9.7.2.

Time increases of up to no more than one (1) hour per day or no more than five (5) hours per week shall not require a posting. Decreases of no more than one (1) hour per day or five hours per week shall not require a posting. This provision may not be used to extend an employees work year. Food Service is exempt from this Section.

Section 9.8. Posted Positions.

The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the opening is determined to exist.

Section 9.9. Changing Job Classifications.

Employees who change job classifications within the bargaining unit shall retain their classification seniority date in the previous classification for a period of two (2) years, notwithstanding that they have acquired a new classification seniority date.

Section 9.10. Layoff.

Layoffs shall be within the classification according to seniority and qualifications. For purposes of layoff only, the employee may use accrued seniority in a previous classification to return to that classification.



1 **Section 9.10.1. Layoff Ranking.**

2 In the event of layoff, employees so affected are to be placed on a reemployment list maintained
3 by the District according to layoff ranking. Names shall remain on the reemployment list for two
4 (2) years. Employees on layoff status shall be recalled in reverse order of their being laid off.
5 Available positions will be posted for consideration by senior employees. Any positions that are
6 left unfilled will be offered to the employees on lay off according to seniority ranking.
7

8 **Section 9.11. Layoff Responsibility.**

9 Employees on layoff status shall file their addresses, in writing, with the personnel office of the District.
10

11 **Section 9.12. Reemployment Rights.**

12 An employee shall forfeit rights to reemployment as provided in Section 9.10, if the employee does not
13 comply with Section 9.11, or if the employee does not respond to the offer of reemployment within ten
14 (10) business days.
15

16 **Section 9.13. Reemployment Rejection.**

17 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
18 accrued benefits; provided that such employee is offered a position substantially equal in wages, hours
19 and benefits to that held prior to layoff.
20

21 **Section 9.14. Summer Programs.**

22 Employees, who work in any summer program or other district employment outside of the regular
23 school year, shall receive their regular rate of pay. Employees working in summer programs will not
24 have union dues deducted from their pay; nor will they accrue sick leave, seniority, or other benefits
25 other than service credit reported to the state retirement system. Employees will only be paid for days
26 worked during the summer program and must fill out a time sheet for all work completed.
27

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29
30 **ARTICLE X**

31
32 **EMPLOYMENT NOTIFICATION**

33
34 **Section 10.1. Intent to Rehire.**

35 It is mutually agreed that the District shall notify employees of intent to rehire for the next school year,
36 prior to June 1st. To the extent practicable, the District will advise the employee of his or her expected
37 placement for the following year.
38

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40
41 **ARTICLE XI**

42 **INSURANCE AND RETIREMENT**

43
44 **Section 11.1. Insurance FTE.**

45 The District shall contribute the full, state allocation per eligible FTE for health benefits per month per
46 full-time equivalent (FTE) employee toward premiums of district group health insurance programs as
47 approved by PSE and the District. For insurance purposes employees working 1440 annualized hours or
48



1 more shall be considered equal to one (1) FTE. Each part-time employee (less than 1,440 annualized
2 hours) shall be entitled to a contribution in a pro-rate amount equal to that employee's full-time
3 equivalency times the amount above per FTE for health benefits. Employees working less than 720
4 annualized hours per year shall not be entitled to contributions for insurance benefits.

5
6 **Section 11.1.1.**

7 Compensated Holidays shall be included in the benefit FTE calculation.

8
9 **Section 11.2. Insurance Pooling.**

10 Any benefit monies not used by eligible employees pursuant to this Agreement shall be pooled and
11 distributed to all eligible employees prorated by insurance FTE as per the fiscal software used by the
12 district.

13
14 Pooling dollars will be distributed over twelve (12) months.

15
16 **Section 11.2.1. Additional Pooling Funds.**

17 The District shall make the following contribution to the insurance pool:

| | | |
|----|-------------|----------------------------------|
| 18 | | |
| 19 | 2017 – 2018 | \$225,000.00 |
| 20 | 2018 – 2019 | \$250,000.00 (if allowed by law) |
| 21 | 2019 - 2020 | \$250,000.00 (if allowed by law) |
| 22 | | |

23 **Section 11.2.2.**

24 Pooling shall take place twice a year. Pooling will be done in the month the new plan rates take
25 effect (generally October) to include employees working for the District who receive benefits.
26 The second pooling shall be done in March to include new employees who receive benefits after
27 the first pooling.

28
29 **Section 11.3. Liability Insurance.**

30 The District will provide liability insurance for employees while acting in scope of employment.

31
32 **Section 11.4. Tax Shelter Annuity.**

33 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan. On
34 receipt of a written authorization by an employee, the District shall make the requisite withholding
35 adjustments and deductions from the employee's salary. A minimum of five (5) members are required
36 for the District to accept a TSA plan, and the TSA must be available to our third (3rd) party administrator
37 and be willing to sign the service provider agreement.

38
39 **Section 11.5. Payroll Deductions.**

40 If possible, the District, upon written request from the employee, shall make payroll deductions for
41 contributions to United Way and those financial institutions listed on the District "Electronic Deposit
42 Authorization" form.

43
44 **Section 11.6. Employee Protection.**

45 Employees acting within the scope of their duties, may use reasonable measures with students, patrons,
46 or other persons as is necessary to protect his/her self, another employee or another student from attack,
47 physical or verbal abuse or injury, or to prevent damage to District or personal property. Such measures
48 shall be within the constraints imposed by District policy, Washington State and/or other applicable



1 Federal laws. Should employees take action which is outside the constraints imposed by applicable State
2 and Federal laws, the District shall not be held liable for such action or defense of such action.

3
4 The District shall provide liability insurance for the protection of employees while engaged in the
5 maintenance of order and discipline and the protection of school personnel and students. Such insurance
6 protection includes only liability insurance covering injury to persons. This section shall remain
7 consistent with RCW 28A.400.370.

8
9 The District shall reimburse employees for replacement of clothing or other personal property damaged,
10 destroyed or stolen during an attack or assault on the employee by a student.

11
12 **Section 11.7. Employee Assistance Program.**

13 The District shall provide, at no cost to employees, an Employee Assistance Program.

14
15 **Section 11.8. Insurance Committee.**

16 The parties agree to establish an Insurance Committee to determine the insurance programs and
17 coverage. The decisions made by the Committee will be presented to the membership for ratification.
18 No other bargaining unit or group of employees will have the authority to veto, change or discontinue
19 coverage without the approval of the PSE membership.

20
21
22 **ARTICLE XII**

23
24 **SELF-IMPROVEMENT**

25
26
27 **Section 12.1. In-Service Funding.**

28 In the mutual interest of the District and Association, the District shall allocate resources, to a maximum
29 of fifteen thousand (\$15,000) dollars to be available which may be used by employees subject to this
30 agreement for self-improvement and/or in-service training programs approved by the school
31 management. The guarantee of said monetary allocations is subject to the passage of the M&O levy and
32 maintenance of current state funding levels. The District agrees to open this section of the agreement
33 should the legislature provide additional in-service funding.

34
35 **Section 12.2. Self-Improvement Funding.**

36 Such funds may be utilized for self-improvement programs, which are, in the sole discretion of the
37 District to approve, including the following:

- 38
39 A. Salary and reimbursement for expenses to employees subject to this Agreement to
40 attend District approved courses, workshops or seminars.
41
42 B. Expenses and materials to attend courses of study, seminars or workshops which
43 the District determines would be of mutual benefit to the employee and the District.
44
45 C. Purchase of courses, seminars and workshops which the District determines would
46 improve the potential of employees subject to this Agreement.
47

1 **Section 12.3. Self-Improvement Funding Committee.**

2 The parties agree to form a committee of no more than three (3) bargaining unit members and three (3)
3 district administrative personnel to review requests from employees as to their self-improvement funding
4 requests. The committee shall make a recommendation to the Superintendent or designee for a final
5 decision. This committee will convene based on self-improvement funding requests.
6
7
8

9 **ARTICLE XIII**

10 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

11 **Section 13.1. Dues, Deductions and Representation Fees.**

- 12
13
14
- 15 A. Voluntary Membership: Any employee who is a member of the bargaining unit may become a
16 member of the PSE. Each such member shall file with the District payroll office a notice of
17 voluntary membership and authorization for dues and assessment deductions between August 1
18 and September 30. Such an authorization once filed shall be a continuous authorization for the
19 District to deduct Association dues and assessment in accordance with the dues structure of the
20 Association. Dues and assessment deductions for employees employed with the District for less
21 than the full year shall be prorated. A notice of voluntary membership and authorization may be
22 revoked only in writing and only between August 1 and August 30 prior to the year in which the
23 dues shall be assessed. Revocation of such notice will not exempt the employee from the fair
24 share representation fee required in lieu of membership as provided in this section.
25
 - 26 B. Fair Share Representation Fee: No employee who is a member of the bargaining unit shall be
27 required to become a member of the Association. However, except for employees who are
28 exempt from this section as provided by paragraph (C) of this section, any employee who is a
29 member of the bargaining unit and who is not a voluntary member as is provided in paragraph
30 (A) herein shall be required to pay a fair share representation fee to the Association. The amount
31 of the fair share representation fee shall be in an amount not more than the combined dues
32 required under paragraph (A) of this section and shall not include any political deductions or
33 contributions. This fair share representation fee shall be regarded as fair compensation and
34 reimbursement to the Association for fulfilling its legal obligations to the bargaining unit by
35 representing all members of the bargaining unit. In the event that the fair share representation fee
36 is regarded by an employee as a violation of their right to non-association or some bona fide
37 religious objection, the employee may appeal the assessment of this fee to the Public
38 Employment Relations Commission for determination. During any such appeal, this fee will be
39 deducted and held by the District until PERC has made their determination and shall be paid over
40 in accordance with any PERC ruling.
41
 - 42 C. New Employees: Any employee hired by the District, who is a member of the bargaining unit,
43 shall be required to pay the fair share representation fee required in paragraph (B) of this section
44 unless said employee elects to become a voluntary member of the Association pursuant to section
45 (A) of this Agreement.
46
 - 47 D. Deductions: Any of the dues and assessments required in section (A) or fees required in
48 paragraph (B) herein shall be deducted from the employee's paycheck in twelve (12) monthly

1 installments beginning from the month of first employment. Employees working less than a full
2 year shall have these dues and assessments or fees deducted only for the months of actual
3 employment with the District. The monthly deduction shall be in an amount equal to one-twelfth
4 (1/12) of the total annual dues and assessments or fair share representation fees. The amount of
5 the annual dues and assessments or fair share representation fee shall be submitted to the District
6 by the Association in writing on or before August 31 of each school year. A list of the
7 employees who are subject to the dues and assessments deduction or fair share representation fee
8 deduction shall be supplied to the Association by the District prior to October 30 of each year
9 and each month thereafter during the school year.

11 E. Local Dues: The local PSE Chapter shall notify the District of any dues deduction for the local
12 Chapter's use. Said notification shall be in writing and signed by the Treasurer.

14 F. Hold Harmless Provisions: The Association agrees to indemnify and hold the District harmless
15 from any claim filed by any employee regarding any of the provisions of this section. The
16 Association agrees to reimburse the District for any damages or attorney fees incurred by them as
17 a result of any claim made by any employee as a result of this section.

18
19 **Section 13.2. PSE Dues.**

20 It is mutually agreed that in compliance with RCW 41.56. 1 10, the School District shall remit the
21 current monthly dues by payroll deduction of employees upon written request and shall remit same to
22 the Treasurer of the PSE of Washington.

23
24 **Section 13.3. Notification of New Hires.**

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

27
28
29 **ARTICLE XIV**

30
31
32 **GRIEVANCE PROCEDURE**

33
34 **Section 14.1. Grievance or Complaint.**

35 Grievances or complaints arising between the District and its employees within the bargaining unit
36 defined in this Agreement as matters dealing with the interpretation or application of the terms and
37 conditions of this Agreement shall be resolved in strict compliance with this Article.

38
39 **Section 14.2. Handling Grievances.**

40 Discussions and negotiations in the handling of grievances, formally or informally, shall take place
41 whenever feasible on school time.

42
43 **Section 14.3. Step I.**

44 Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they
45 may be accompanied by an Association representative at such discussion. All grievances not brought to
46 the immediate supervisor in accordance with the preceding sentence within twenty (20) business days of
47 the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor
48 shall have ten (10) business days to respond.

1 **Section 14.4. Step II.**

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

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

8
9 The employee shall submit the written statement of grievance to the immediate supervisor for
10 reconsideration within ten (10) business days and shall submit a copy to the official in the administration
11 responsible for personnel. The District will have ten (10) business days from submission of the written
12 statement of the grievance to respond to the grievance by indicating on the statement of the grievance the
13 District's proposed disposition. If an agreeable disposition is made, all parties to the grievance shall sign
14 it, and the grievance will be at end.

15
16 **Section 14.5. Step III.**

17 If no agreeable disposition has been reached within the ten (10) business days referred to in the
18 preceding subsection, and the Association believes the grievance to be valid, a written statement of the
19 grievance shall be submitted within fifteen (15) business days to the District Superintendent or the
20 Superintendent's designee. After such submission the District will have ten (10) business days from
21 submission of the written statement of grievance to respond to it by indicating on the statement of
22 grievance the proposed disposition. If an agreeable disposition is made, all parties to the grievance shall
23 sign it and the grievance shall be at end.

24
25 **Section 14.6. Step IV.**

26 If no agreeable disposition has been reached within the ten (10) business days referred to within the
27 preceding subsection, and the Association believes the grievance to be valid, a written statement of
28 grievance shall be submitted within fifteen (15) business days to the District Board of Directors, or
29 proceed to Step 5 below. (The grievant has the option of appealing to the school board or submitting the
30 grievance to arbitration, not both.). After such submission the Board will have thirty (30) business days
31 from submission of the written statement of grievance to respond to it by indicating on the statement of
32 grievance disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The
33 Board of Directors reserves the right to summon the employee for an oral statement of the grievance.
34 The employee reserves the right to appear before the Board of Directors to explain the grievance. At any
35 appearance before the Board of Directors the employee may be accompanied by an Association
36 representative or designee.

37
38 **Section 14.7. Step V.**

39 If no settlement has been reached within the thirty (30) business days referred to in the preceding
40 subsection, and if the grievant has not elected to appeal to the Board as provided in Step IV, the
41 Association may appeal to binding arbitration if the Association believes the grievance to be valid. The
42 parties shall apply to the Public Employment Relations Commission for the state of Washington for the
43 assignment of an arbitrator to hear the grievance. The arbitrator shall hold such hearing under oath as
44 may be required. The decision of the arbitrator shall be final and binding upon the parties.

45
46 **Section 14.8. Timelines.**

47 The timelines above may be extended upon written mutual agreement of the parties.
48

1 **Section 14.9. Discrimination.**

2 The employer and the employee shall not discriminate against any individual employee or the
3 Association for taking action under this Article.
4
5

6
7 **ARTICLE XV**

8
9 **EVALUATIONS AND SALARY SCHEDULE PLACEMENT**

10
11 **Section 15.1. Observations and Evaluations.**

12 The purpose for observations and evaluation is not only to observe the quality and quantity of the work
13 of the employee, but to evaluate and guide the employee in the performance of the employee's duties in
14 a positive and helpful manner.
15

16 The immediate supervisor or designee will be responsible for the evaluations which will occur at least
17 once in the employee's work year, except that new employees shall be evaluated twice during their first
18 year of employment. The supervisor will use the standard district form for the evaluation.
19

20 Employees will have the opportunity to discuss the results of the evaluated observations with their
21 immediate supervisor. Copies of all written reports on the observation of the person's performance will
22 be given to each individual. The employee will sign the evaluator's copy acknowledging receipt of the
23 employee's copy.
24
25

26
27 **ARTICLE XVI**

28
29 **SALARIES AND EMPLOYEE COMPENSATION**

30
31 **Section 16.1. Compensation.**

32 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
33 worked including District approved and required training outside of working hours. The district shall
34 provide access to a full accounting and itemization, including the rate of pay and authorized deductions.
35

36 **Section 16.2. Salaries.**

37 Salaries for employees subject to this Agreement are contained in Schedule A attached hereto and by
38 this reference incorporated herein.
39

40 **Section 16.2.1. Retroactivity.**

41 The District salary schedule is contained in Schedule A, subject to the terms and conditions of
42 Article XVII. Should the date of execution of this Agreement be subsequent to the effective
43 date, salaries, including overtime shall be retroactive to the effective date. Salaries contained in
44 Schedule A shall be paid retroactively when applicable, and shall be paid on the first practical
45 payday following execution of this Agreement.
46

1 **Section 16.2.2. Incremental Steps.**

2 Incremental steps, where applicable, shall take effect on September 1 of each year. Any
3 employee must have been employed with the District at least one-half (1/2) of the previous work
4 year in order to earn an incremental step.
5

6 **Section 16.3. Calculation.**

7 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.
8

9 **Section 16.4. Overnight.**

10 Employees required to remain overnight on District business shall be reimbursed for meals and lodging
11 upon compliance with District procedures relating to staff travel.
12

13 **Section 16.5. Travel.**

14 Employees shall be compensated for District approved travel at the current state mileage rate in their
15 personal vehicle when such travel is for job-related uses and a District auto is not available.
16

17 **Section 16.6. Renewal of License, Certifications, and Health Requirements.**

18
19 **A. Licenses/Certifications**

20 The District will reimburse employees for the cost of fees associated with obtaining or renewing any
21 license, endorsement, or certification that is required by the District in order to perform the essential
22 functions of the position to which the employee is assigned. Prior approval for any additional license,
23 endorsement, or certificate from the employee's supervisor is required. This section does not apply
24 to an employee's regular driver's license.
25

26 Employees are expected to work for the District at least one school year if they choose to be
27 reimbursed for a license, endorsement, or certificate. Any employee who receives this benefit, but
28 separates from service within one year from receiving reimbursement will have the pro-rated cost of
29 the license, endorsement, or certification deducted from their last pay warrant.
30

31 **B. Health Requirements**

32 The District will reimburse an employee for annual or bi-annual physical examination, x-rays, or
33 other medical procedure that is required as a condition of obtaining a specialized license, provided a
34 physician approved by the District performs the exam.
35

36 **Section 16.7. Computation Errors.**

37 Errors in computation shall be corrected in the next payroll cycle.
38

39 **Section 16.8. Payday.**

40 Employees will be compensated on the last business day of each month.
41

42 **Section 16.9. Early Release Days.**

43 Employees have the option of leaving on early release days as soon as practical after the departure of
44 students and make up the time by working two days prior to their contracted return date of the new
45 school year.
46

47 If they elect not to take this option, they will work their regular contracted hours for those days.
48

1 **Section 16.10. Political Action Committee.**

2 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
3 deduct from the pay of such bargaining unit employee the amount of contribution the employee
4 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association.
5 Section 16.8 of the Collective Bargaining Agreement shall apply to these deductions. The employee may
6 revoke the request at any time. At least annually, the employee shall be notified by the PSE/SEIU Local
7 1948 State Office about the right to revoke the request.

8
9 **Section 16.11. Hold Harmless.**

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

13
14 **Section 16.12. Education Stipend.**

15 The District will provide the following stipends to employees who have earned:

- 16 AA or AS \$10.00/month (any major or subject area)
- 17 BA or BS \$20.00/month (any major or subject area)
- 18 BA or BS \$30.00/month (with a major in a field directly related to the employee’s position)

19 Employees must provide an official transcript from an accredited institution to be eligible to receive this
20 stipend. An employee may only receive one of these stipends for the highest degree earned.

21
22
23 **ARTICLE XVII**

24
25 **TERM AND SEPARABILITY OF PROVISIONS**

26
27
28 **Section 17.1. Term of Agreement.**

29 The term of this Agreement shall be September 1, 2017 to August 31, 2020 provided that the Agreement
30 may be reopened and modified at any time during its term upon mutual consent of the parties in writing.
31 The parties further agree that this Agreement shall be reopened to consider the impact of any legislation
32 enacted and increasing the number of days in the school year following execution of the Agreement
33 which may arguably affect the terms and conditions herein or create authority to alter personnel practices
34 in public employment.

35
36 **Section 17.2. Provisions.**

37 All provisions of this Agreement shall be applicable to the entire term of this Agreement
38 notwithstanding its execution date, except as provided in the preceding sections.

39
40 **Section 17.3. Salary Re-openers.**

41 This agreement shall be opened prior to the 2018-2019 school year to bargain wages in compliance with
42 EHB2242 for the 2018-19 and 2019-20 school years.

43
44 **Section 17.4.**

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



1 **Section 17.4.1.**

2 Neither party shall be compelled to comply with any provisions of this Agreement which conflicts
3 with State or Federal statutes or regulations promulgated pursuant thereto.
4

5 **Section 17.4.2.**

6 In the event either of the foregoing sections is determined to apply to any provision of this
7 Agreement, such provisions shall be the subject of reopened negotiations pursuant to Article XVII,
8 Section 17.1.
9
10
11

12 **ARTICLE XVIII**

13 **TRANSLATORS**

14
15
16 **Section 18.1. Translators.**

17 Employees possessing bilingual skills and hired in positions posted as “Bilingual required” or “Bilingual
18 Preferred” may be required to act as an interpreter. The district assumes full responsibility for the good
19 faith actions of any employee willing to perform such duties.
20

21 **Section 18.2.**

22 Employees not hired in positions listed as “Bilingual required” above may be offered hourly
23 employment as foreign language interpreters for adults transacting business with District administrators
24 or certificated staff. Employees who perform such duties shall be compensated at ten percent (10%)
25 above their normal rate of pay.
26

27 **Section 18.2.1.**

28 All such duties must be specifically directed by an administrator.
29

30 **Section 18.3.**

31 The use of foreign language skills to interact with students or to communicate with casual visitors shall
32 not be considered interpreter duty.
33

34 **Section 18.4.**

35 No employee, hired in non-bilingual positions, shall be required to perform interpreter duties, except in
36 the case of an emergency.
37

38 **Section 18.5.**

39 The district shall provide instruction, when necessary, for employees utilized in this capacity.
40 Employees shall be expected to maintain strict confidentiality when acting as interpreters.
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SIGNATURE PAGE

**PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948**

MOSES LAKE CHAPTER

MOSES LAKE SCHOOL DISTRICT #161

BY: Carol Garneau
Carol Garneau, Chapter Co-President

BY: J. Meek
Josh Meek, Superintendent

DATE: 3-2-2018

DATE: 3-2-18

BY: Anthony Matthews
Anthony Matthews, Chapter Co-President

DATE: 3/2/18



Moses Lake School District #161
 Schedule A
 September 1, 2017 – August 31, 2018

| | Yr 1 | Yr 2 | Yr 3 | Yr 4-5 | Yr 6-7-8 Yr. 9-10 | Yr 11-12-13 Yr 14 - 15 | Yr 16-17-18 Yr 19-20 | Yr -21-22 Yr 23-24-25 | Yr 26 -27 28-29-30 | Yr 31 |
|---|-------|-------|-------|--------|----------------------|---------------------------|-------------------------|--------------------------|-----------------------|-------------------------|
| STEP | ENTRY | 1.00 | 2.00 | 3.00 | 5.00 | 10.00 | 15.00 | 20.00 | 25.00 | 30.00 |
| | | | | | | | | | <i>Longevity</i> | <i>Longevity</i> |
| | | | | | | | | | <i>0.30</i> | <i>0.30 (Total .60)</i> |
| CUSTODIANS (5.3%) | | | | | | | | | | |
| Custodians | 18.13 | 18.55 | 19.03 | 19.50 | 19.96 | 20.47 | 20.67 | 20.88 | 21.18 | 21.48 |
| Night Custodian (1% Night pay) | 18.31 | 18.74 | 19.22 | 19.70 | 20.16 | 20.67 | 20.88 | 21.09 | 21.39 | 21.69 |
| Athletic Custodian | 18.31 | 18.74 | 19.22 | 19.70 | 20.16 | 20.67 | 20.88 | 21.09 | 21.39 | 21.69 |
| TRANSPORTATION (5.3%) | | | | | | | | | | |
| Bus Drivers | 19.30 | 19.63 | 19.98 | 20.31 | 20.67 | 21.03 | 21.24 | 21.45 | 21.75 | 22.05 |
| Bus Driver Assistants | 14.50 | 16.01 | 16.32 | 16.63 | 16.94 | 17.30 | 17.47 | 17.65 | 17.95 | 18.25 |
| Wheel Chair Drivers * | 19.80 | 20.13 | 20.48 | 20.81 | 21.17 | 21.53 | 21.74 | 21.95 | 22.25 | 22.55 |
| Spec-Disp-Router (office) | 17.77 | 18.61 | 18.84 | 19.40 | 19.95 | 20.53 | 20.74 | 20.94 | 21.24 | 21.54 |
| Office Lead | 20.50 | 21.09 | 21.71 | 22.36 | 23.03 | 23.69 | 23.93 | 24.17 | 24.47 | 24.77 |
| DRIVER TRAINERS (5.3%) | 20.32 | 21.07 | 21.40 | 21.74 | 22.08 | 22.43 | 22.65 | 22.87 | 23.17 | 23.47 |
| * \$.50 premium for drivers with wheelchair responsibility \$.50 premium for drivers while serving as mentors | | | | | | | | | | |
| MECHANICS (14.3%) | | | | | | | | | | |
| Lead | 25.95 | 27.15 | 27.71 | 28.25 | 28.93 | 29.51 | 29.80 | 30.11 | 30.41 | 30.71 |
| Mechanic | 24.53 | 25.71 | 26.23 | 26.76 | 27.51 | 28.06 | 28.35 | 28.63 | 28.93 | 29.23 |
| Service person | 23.09 | 24.31 | 24.78 | 25.28 | 26.08 | 26.59 | 26.86 | 27.12 | 27.42 | 27.72 |
| Mechanics with ASE certification shall receive additional 2% Mechanics with Master certification shall receive additional 5% | | | | | | | | | | |
| MAINTENANCE (5.3%) | | | | | | | | | | |
| I (trades) | 25.22 | 25.43 | 25.94 | 26.41 | 26.93 | 27.43 | 27.70 | 27.99 | 28.29 | 28.59 |
| I (trades)* | 25.74 | 25.94 | 26.45 | 26.94 | 27.46 | 27.98 | 28.25 | 28.54 | 28.84 | 29.14 |
| II (general maint. / grounds) | 22.58 | 23.02 | 23.45 | 23.89 | 24.36 | 24.83 | 25.07 | 25.30 | 25.60 | 25.90 |
| *Maximum additional 2% paid for license/certification maintained above hiring requirements and approved by the district. | | | | | | | | | | |
| SECURITY (5.3%) | 18.61 | 18.89 | 19.18 | 19.72 | 20.03 | 20.33 | 20.52 | 20.73 | 21.03 | 21.33 |
| WAREHOUSE (5.3%) | | | | | | | | | | |
| Warehouseman | 15.38 | 19.09 | 19.64 | 20.22 | 20.80 | 21.42 | 21.63 | 21.85 | 22.15 | 22.45 |
| Delivery | 13.82 | 17.10 | 17.57 | 18.10 | 18.62 | 19.18 | 19.36 | 19.55 | 19.85 | 20.15 |
| PARAEDUCATORS (7.0%) | | | | | | | | | | |
| I (SpEd, Library Tech & Computer Lab) | 14.26 | 15.74 | 16.05 | 16.35 | 16.65 | 17.01 | 17.17 | 17.36 | 17.66 | 17.96 |
| I (Life Skills)* | 14.76 | 16.24 | 16.55 | 16.85 | 17.15 | 17.51 | 17.67 | 17.86 | 18.16 | 18.46 |
| II (General Ed) | 13.90 | 15.05 | 15.37 | 15.65 | 15.95 | 16.26 | 16.42 | 16.59 | 16.89 | 17.19 |
| * \$.50 /hr for Para 1 who are assigned to Life Skills Classrooms and who assist students with personal needs. | | | | | | | | | | |



Moses Lake School District #161
 Schedule A
 September 1, 2017 – August 31, 2018

| | STEP | Yr 1 | Yr 2 | Yr 3 | Yr 4-5 | Yr 6-7-8 | Yr 11-12-13 | Yr 16-17-18 | Yr -21-22 | Yr 26 -27 | Yr 31 |
|---|--------------------------------------|-------|-------|-------|--------|----------|-------------|-------------|-----------|-----------|------------------|
| | | ENTRY | 1.00 | 2.00 | 3.00 | 5.00 | 10.00 | 15.00 | 20.00 | 25.00 | 30.00 |
| | | | | | | | | | | Longevity | Longevity |
| THERAPY ASSISTANTS (5.3%) | | | | | | | | | | 0.30 | 0.30 (Total .60) |
| | Certified Occupational Therapy Assis | 24.58 | 30.58 | 31.48 | 32.40 | 33.37 | 34.35 | 34.69 | 35.04 | 35.34 | 35.64 |
| | Physical Therapy Assistant | 24.58 | 30.58 | 31.48 | 32.40 | 33.37 | 34.35 | 34.69 | 35.04 | 35.34 | 35.64 |
| | Speech and Language Assistant | 24.58 | 30.58 | 31.48 | 32.40 | 33.37 | 34.35 | 34.69 | 35.04 | 35.34 | 35.64 |
| | Sign Language Interpreter | 24.58 | 30.58 | 31.48 | 32.40 | 33.37 | 34.35 | 34.69 | 35.04 | 35.34 | 35.64 |
| | Brailist | 24.58 | 30.58 | 31.48 | 32.40 | 33.37 | 34.35 | 34.69 | 35.04 | 35.34 | 35.64 |
| | Licensed Practical Nurse | 24.58 | 30.58 | 31.48 | 32.40 | 33.37 | 34.35 | 34.69 | 35.04 | 35.34 | 35.64 |
| | Registered Behavior Technicians | 18.60 | 19.65 | 20.46 | 21.23 | 22.02 | 22.81 | 23.60 | 24.39 | 24.69 | 24.99 |
| | Certified Nursing Assistant | 17.21 | 17.87 | 18.52 | 19.21 | 19.87 | 20.55 | 20.74 | 21.33 | 21.63 | 21.93 |
| | Certified Daycare Assistant | 17.21 | 17.87 | 18.52 | 19.21 | 19.87 | 20.55 | 20.74 | 21.33 | 21.63 | 21.93 |
| NUTRITION SERVICE (5.3%) | | | | | | | | | | | |
| | Head Cook (900+ meals per day) | 18.28 | 18.63 | 19.00 | 19.35 | 19.71 | 20.09 | 20.29 | 20.49 | 20.79 | 21.09 |
| | Secondary Head Cook | 17.07 | 17.41 | 17.73 | 18.06 | 18.42 | 18.76 | 18.95 | 19.13 | 19.43 | 19.73 |
| | Elementary Head Cook | 16.37 | 16.67 | 16.98 | 17.61 | 17.66 | 17.99 | 18.16 | 18.34 | 18.64 | 18.94 |
| | Assistant Cook | 14.65 | 14.88 | 15.13 | 15.39 | 15.66 | 15.94 | 16.11 | 16.27 | 16.57 | 16.87 |
| | Server/Helper | 13.67 | 13.89 | 14.13 | 14.38 | 14.61 | 14.85 | 14.99 | 15.15 | 15.45 | 15.75 |
| SECRETARY (5.3%) | | | | | | | | | | | |
| | 0 | 18.83 | 19.36 | 19.94 | 20.52 | 21.14 | 21.75 | 21.98 | 22.20 | 22.50 | 22.80 |
| | I | 17.95 | 18.79 | 19.03 | 19.59 | 20.15 | 20.74 | 20.95 | 21.15 | 21.45 | 21.75 |
| | II | 17.27 | 17.77 | 18.29 | 18.84 | 19.38 | 19.95 | 20.15 | 20.35 | 20.65 | 20.95 |
| MIGRANT / ESL (5.3%) | | | | | | | | | | | |
| | Home Visitor | 18.83 | 19.36 | 19.94 | 20.52 | 21.14 | 21.75 | 21.98 | 22.20 | 22.50 | 22.80 |
| | Records Clerk | 18.83 | 19.36 | 19.94 | 20.52 | 21.14 | 21.75 | 21.98 | 22.20 | 22.50 | 22.80 |
| | Parent Involvement Liaison | 17.95 | 18.79 | 19.03 | 19.59 | 20.15 | 20.74 | 20.95 | 21.15 | 21.45 | 21.75 |
| TECHNOLOGY (5.3%) | | | | | | | | | | | |
| | Theatre Operations | 22.07 | 22.70 | 23.38 | 24.05 | 24.75 | 25.47 | 25.72 | 25.99 | 26.29 | 26.59 |
| | Technology Sup Spec 1 | 22.07 | 22.70 | 23.38 | 24.05 | 24.75 | 25.47 | 25.72 | 25.99 | 26.29 | 26.59 |
| | Educational Technology Specialist | 25.78 | 26.54 | 27.30 | 28.10 | 28.94 | 29.78 | 30.08 | 30.38 | 30.68 | 30.98 |
| | Technology Sup Spec 2 | 25.78 | 26.54 | 27.30 | 28.10 | 28.94 | 29.78 | 30.08 | 30.38 | 30.68 | 30.98 |
| | Technology Sup Spec 3 | 29.52 | 30.36 | 31.24 | 32.17 | 33.12 | 34.08 | 34.41 | 34.77 | 35.07 | 35.37 |
| | Technology Sup Spec 3 | 30.11 | 30.96 | 31.87 | 32.81 | 33.78 | 34.76 | 35.11 | 35.48 | 35.78 | 36.08 |
| *Maximum additional 2% paid for license/certification maintained above hiring requirements approved by the district | | | | | | | | | | | |
| POOL (5.3%) | | | | | | | | | | | |
| | Lead Lifeguard | 17.61 | 18.25 | 18.93 | 19.59 | 20.24 | 20.89 | 21.09 | 21.31 | 21.61 | 21.91 |



1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948
5 MOSES LAKE CHAPTER AND THE MOSES LAKE SCHOOL DISTRICT #161. THIS AGREEMENT IS
6 ENTERED INTO PUSUANT TO ARTICLE XVII. SECTION 17.3 OF THE CURRENT COLLECTIVE
7 BARGAINING AGREEMENT.
8

9 The parties agree that:

10
11 Effective with the 2009 - 2010 school year, the migrant position was pulled out of the Secretary
12 classification pool. Impacted parties were notified and informed that the Migrant position would
13 become a separate classification and internal candidates from the Secretary classification pool would
14 not have seniority rights in the Migrant classification. The impacted incumbents were to retain all
15 seniority in the Secretary classification and there was no intent to impact any rights or benefits.
16 Migrant classification employees shall be added and referenced under Section VII. Holidays and
17 Vacations. Section 7.2.1 Secretaries and Driver Trainers as working > one hundred eighty-five (185)
18 contracted days per year, but less than two hundred sixty (260) days, receiving pro-rated vacations
19 pursuant to Section 7.2.
20

21 Currently, the impacted incumbent is Blanca Zamora. It is agreed and understood that this individual
22 shall retain and earn seniority in the Secretarial classification and retain all vacation and benefit rights
23 as long as she remains in her present role.
24

25 The Federal Program Assistant/EL position is classified under the Secretary Classification and not
26 under the Migrant Classification.
27

28
29
30
31 This Memorandum of Understanding shall become effective when signed and shall be attached to the
32 current Collective Bargaining Agreement.
33

34
35 PUBLIC SCHOOL EMPLOYEES
36 OF WASHINGTON / SEIU LOCAL 1948
37

38 MOSES LAKE CHAPTER

39 BY: Carol Garneau
40 Carol Garneau, Chapter Co-President
41

42 DATE: 3-2-2018
43

44 BY: Anthony Matthews
45 Anthony Matthews, Chapter Co-President
46

47 DATE: 3/2/18
48

MOSES LAKE SCHOOL DISTRICT #161

BY: Josh Meek
Josh Meek, Superintendent

DATE: 3-2-18

