

COLLECTIVE BARGAINING AGREEMENT BETWEEN

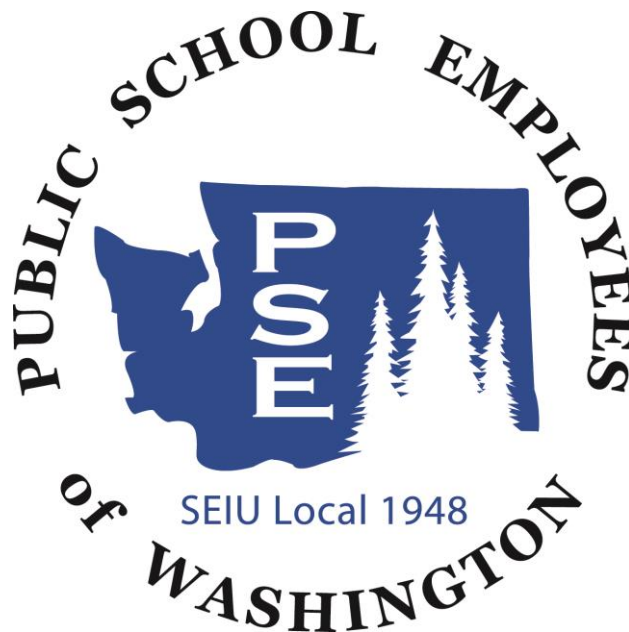
**EPHRATA SCHOOL DISTRICT #165**

AND

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

**EPHRATA CHAPTER**

SEPTEMBER 1, 2018 - AUGUST 31, 2021



**Public School Employees of Washington/SEIU Local 1948**

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## DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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## PREAMBLE

This Agreement is made and entered into between Ephrata School District Number 165 (hereinafter “District”) and the Ephrata School District Local Chapter of Public School Employees of Washington, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter “Association”).

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. Recognition of Association.**

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

#### **Section 1.2. Bargaining Representative.**

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

1 **Section 1.3. Bargaining Unit Definition.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
3 the following general job classifications: Custodian/Maintenance, Food Service, Para Educator,  
4 Secretary/Clerical, Security, Therapy Assistants, Technology and Transportation. The Supervisors of  
5 Transportation, Food Service and Custodial/Maintenance; the Business Manager, Central Office  
6 Secretaries including Payroll, Accounts Receivable and Technology Supervisor are exempt from the  
7 bargaining unit.

8  
9 **Section 1.3.1. Substitute Employee Benefits.**

10 Substitute employees working more than twenty (20) consecutive or (30) cumulative shifts  
11 during a 12-month period or fiscal year shall be considered substitute employees of the District.  
12 Substitute employees shall mean those workers hired for a limited time to temporarily perform  
13 the duties normally performed by an employee whose position is temporarily vacant. Such  
14 substitute employee shall be paid at the probationary wage rate, shall not receive benefits, and  
15 shall not be covered by any other terms or conditions of this Agreement.

16  
17 **Section 1.4. Regular Part-Time Employees.**

18 An employee who during the previous twelve months has worked more than one-sixth (1/6) of the time  
19 normally worked by a full-time employee, and who remains available for work on the same basis, is a  
20 regular part-time employee. The one-sixth (1/6) determination shall be calculated on a one-thousand  
21 four hundred forty (1440) hour work year. For purposes of establishing that an employee is a regular  
22 part-time employee, the days worked by the employee need not have been worked consecutively and  
23 shall be calculated on the basis of one (1.0) FTE. (Note: one-thousand four hundred forty (1440) hours  
24 [nine (9) month position] and two-thousand eighty (2080) hours [twelve (12) month position] are both  
25 hourly calculations of one (1.0) FTE.)

26  
27 **Section 1.4.1. Rights of Regular Part-Time Employees.**

28 Regular part-time employees of the District are entitled to all provisions of this Agreement. The  
29 rights of substitute employees who qualify as part-time regular employees because of working  
30 the more than one-sixth (1/6) determination explained in Section 1.4 can be found in Section  
31 1.5.1. The rights of temporary employees who qualify as part-time regular employees are  
32 explained in Section 1.6.1.

33  
34 **Section 1.5. Definition of a Substitute Employee.**

35 Substitute Employees. Substitute employees shall mean those workers hired to perform the duties  
36 normally performed by an employee whose position is temporarily vacant, regardless of the duration of  
37 the absence of the employee whose duties the substitute employee is performing, and regardless of  
38 whether the absence is due to vacation, illness, disability, leave of any sort, or a position temporarily  
39 vacated by the choice of a permanent employee to take a temporary position under Section 1.6.1, or  
40 other cause.

41  
42 **Section 1.5.1. Rights of Substitute Employees.**

43 A substitute employee, including one who qualifies as a regular part-time employee under  
44 Section 1.4 or decisions of the Washington Public Employment Relations Commission (PERC)  
45 or other law, shall be paid at the probationary wage rate, shall not receive benefits, and shall not  
46 be covered by any other rights, terms or conditions, or non-wage benefits afforded by this  
47 Agreement. A substitute employee is an “at will” employee. Repeated use of a person as a

1 substitute or listing a person on a substitute list or roster shall not provide the expectation that  
2 the person will be retained on any future occasion.

3  
4 **Section 1.6. Temporary Employees.**

5 A temporary employee is one who is hired on a temporary basis for a maximum period of up to one  
6 year to fill temporary employment needs in unusual circumstances or situations such as, but not limited  
7 to, serving programs with limited grant funding, overloading, or to meet needs of special student  
8 populations. A temporary position must be communicated in writing and in advance to the local PSE  
9 president by receipt of the job posting. If the temporary position is continued for a second year, the  
10 position will be posted and filled as a permanent position.

11  
12 The temporary position shall be posted, if it is more than two (2) hours per day indicating the  
13 approximate duration of the position. Permanent employees may apply for a posted temporary position  
14 and will be assigned according to Section 9.7. If a permanent employee fills the temporary position,  
15 that permanent employee's former position will be filled by a substitute employee. In no case will  
16 more than one (1) employee be allowed to change positions under such circumstances. A permanent  
17 employee who chooses to move to a temporary position will return to his/her former position when the  
18 temporary position has expired. If a temporary position is filled by a substitute employee, the  
19 employee will then be considered a temporary employee.

20  
21 **Section 1.6.1. Rights of Temporary Employees.**

22 A temporary employee, including one who qualifies as a regular part-time employee under  
23 Section 1.4 or decisions of the Washington Public Employment Relations Commission (PERC)  
24 or other law:

- 25  
26 A. is an "at-will" employee;  
27 B. shall be subject to termination upon written notice prior to the anticipated duration of  
28 his/her employment if the need for the temporary position ends prematurely;  
29 C. is not a "continuing contract" employee; and  
30 D. shall be entitled to the rights of all provisions of this Agreement, except the following:  
31
  - 32 • Section 6.1. Workweek
  - 33 • Section 6.1.1. Work Shift
  - 34 • Section 6.11. Transportation
  - 35 • Section 6.15. Secretary Work Year
  - 36 • Section 7.2. Vacations
  - 37 • Section 8.1. Absence from Work with the exception of sick leave
  - 38 • Section 8.4. Personal Leave
  - 39 • Section 8.12. Leave of Absence
  - 40 • Section 8.13. Leave without Pay
  - 41 • The provision of ARTICLE IX PROBATION, SENIORITY AND LAYOFF  
42 PROCEDURES with the exception of Section 9.2. (Probationary Status)
  - 43 • ARTICLE X DISCIPLINE AND DISCHARGE OF EMPLOYEES with the  
44 exception Section 10.1. Just Cause
  - 45 • ARTICLE XIV GRIEVANCE PROCEDURE (only as it applies to Section 10.1.  
46 Just Cause)
  - 47 • Each in their entirety and Section 15.10. Update-to-date Job Descriptions

1 Notwithstanding the foregoing, however, if a permanent employee chooses to fill a temporary  
2 position pursuant to Section 1.6 Temporary Employees, that employee shall be entitled to the  
3 rights of all provisions of this Agreement while serving in the temporary position.  
4

5 If a temporary position is continued for a second year and posted for applications as a permanent  
6 position, the person who filled the temporary position the prior year shall have no seniority or other  
7 preferential rights to the permanent position. The exception is when a temporary position was filled by  
8 a permanent employee pursuant to Section 1.6 Temporary Employees, normal seniority provisions  
9 according to this agreement shall apply.  
10  
11

## 12 13 **ARTICLE II**

### 14 15 **RIGHTS OF EMPLOYER**

#### 16 17 **Section 2.1. Rights, Powers, Functions and Authority.**

18 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
19 vested in management officials of the District. Included in these rights, in accordance with and subject  
20 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
21 force, the right to hire, promote, retain, transfer and assign employees in positions; the right to  
22 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
23 release employees from duties because of lack of work or for other legitimate reasons. The District  
24 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
25 means, and the personnel by which operations undertaken by the employees in the unit are to be  
26 conducted.  
27

#### 28 29 **Section 2.2. Rules and Regulations.**

30 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
31 District. In making rules and regulations relating to personnel policies, procedures and practices and  
32 matters of working conditions, the District shall give due regard and consideration to the rights of the  
33 Association and the employees and to the obligations imposed by this Agreement.  
34

#### 35 36 **Section 2.3. Subcontracting.**

37 The District shall not have the right to subcontract any of the jobs or functions performed by the  
38 bargaining unit specified in Section 1.3. The District shall have the right to subcontract any jobs or  
39 functions that are temporary in nature or that are above the normal job description and work load of  
40 those jobs held in general or that cannot be performed by those holding the job classification.  
41

## 42 43 **ARTICLE III**

### 44 45 **RIGHTS OF EMPLOYEES**

#### 46 47 **Section 3.1. Joining the Association.**

48 It is agreed that all employees subject to this Agreement shall have the right, freely and without fear of  
penalty or reprisal, to join and assist the Association. Employees shall be free to assist the Association

1 in participating in the management of the Association, including presentation of the views of the  
2 Association to the Board of Directors of the District or any other governmental body, group or  
3 individual. Neither the District nor the Association shall interfere with the right of an employee to join  
4 or refrain from joining the Association.

5  
6 **Section 3.2. Discrimination.**

7 Neither the District nor the Association shall apply the terms of this Agreement in such a manner as to  
8 discriminate against any employee on the basis of race, creed, color, sex, religion, age or marital status  
9 or because of a physical handicap which does not interfere with the performance of duties or endanger  
10 the health or safety of the handicapped person or others.

11  
12 **Section 3.3. District Calendar Input.**

13 Classified employees shall be included on the survey for District Calendar input along with certified  
14 employees regarding the next year's school calendar. The final school calendar decision is made by the  
15 School Board.

16  
17 **Section 3.4. Personnel File.**

18 There shall be only one (1) personnel file for each employee. These files shall be kept in the  
19 Superintendent's Office. Any material placed in the employee's file must be given to the employee  
20 within five (5) days of the placement in the file. Employees shall be permitted to inspect these files  
21 upon request to the Superintendent or the Superintendent's designee. At the request of the employee a  
22 copy of each item placed in the employee file will be provided within five (5) days of the request. All  
23 grievance materials will be placed in the personnel file unless agreed otherwise by the employee and  
24 the supervisor.

25  
26 No evaluation, correspondence or any material making derogatory references to anything other than an  
27 employee's work performance or their ability to perform their job shall be included in the employee's  
28 personnel file. In the event that derogatory remarks as permitted above are placed in the personnel file,  
29 the employee shall be notified of its inclusion, and the author. The employee must be permitted to  
30 attach a written commentary to any material in the personnel file.

31  
32 Any employee discipline related material will be removed to a "district background file" after two (2)  
33 years of placement in the employee's personnel file. Material will remain in the "district background  
34 file" for three (3) additional years. Such material can be retrieved and used if subsequent actions by the  
35 employee warrant further discipline or termination. After such materials are five years old, they shall  
36 be purged from the District background file and destroyed.

37  
38 Supervisors and other Administrators that maintain a "working file" for evaluation of classified  
39 employees must destroy the file after one calendar year.

40  
41 **Section 3.5. Medical File.**

42 The District shall maintain medical information files in the District office and with school nurses for  
43 each employee that are kept separate from the personnel file. This file may contain such sensitive  
44 information as immunization history, health related cards, leave sharing information, information on  
45 medical history, medical releases, etc. The District will insure confidentiality of sensitive information  
46 regarding the employee in the event of a Federal or State audit.

1 **Section 3.6. Safe Work Environment.**

2 The District is committed to providing a clean, safe work and learning environment in every building  
3 in the District.

4  
5 The District is committed to a work environment that is free of unsafe or hazardous conditions. Any  
6 employee who believes that a condition is unsafe or hazardous has an obligation to bring the  
7 unsafe/hazardous condition to the attention of his/her immediate supervisor. The supervisor and/or  
8 District will investigate and work to mitigate the problem.

9  
10 **Section 3.7. Confrontational Situations.**

11 Employees, acting within the scope of their duties, may use reasonable measures with students,  
12 patrons, or other persons as is necessary to protect his/her self, another employee or another student  
13 from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.  
14 Such measures shall be within the constraints imposed by District policy, Washington State and/or  
15 other applicable Federal laws. Should employees take action which is outside the constraints imposed  
16 by applicable State and Federal laws, the District shall not be held liable for such action or defense of  
17 such action.

18  
19 The District shall provide liability insurance for the protection of employees while engaged in the  
20 maintenance of order and discipline and the protection of school personnel and students. Such  
21 insurance protection includes only liability insurance covering injury to persons. This section shall  
22 remain consistent with RCW 28A.400.370.

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26 **ARTICLE IV**

27  
28 **RIGHTS OF THE ASSOCIATION**

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30 **Section 4.1. Right to Represent.**

31 The Association has the right and responsibility to represent the interests of all employees in the  
32 bargaining unit; to present their views to the District on matters of concern, orally or in writing; and to  
33 enter collective negotiations with the object of reaching an agreement applicable to all employees  
34 within the bargaining unit.

35  
36 **Section 4.2. Disciplinary Notification.**

37 The Association shall be notified promptly by the District of any disciplinary actions of any employee  
38 in the bargaining unit. The Association is entitled to have an observer at hearings conducted by any  
39 District official or body arising out of grievance and to make known the Association's views  
40 concerning the case.

41  
42 **Section 4.3. Association Delegation.**

43 The Association reserves and retains the right to delegate any right or duty herein granted to or  
44 undertaken by the Association, within the scope of the Public Employees Collective Bargaining Act, to  
45 appropriate officials of the Public School Employees of Washington /SEIU Local 1948 State  
46 Organization.



1 **Section 4.4. PSE Employee Information.**

2 Once at the beginning of each school year, the District will mail the PSE Office in Spokane a list of  
3 classified employees with the following information: name, identification number, address, job  
4 classification, home phone and work phone. If an employee changes classification or resigns, the  
5 District will notify the PSE monthly. The PSE shall also receive a monthly report showing the amount  
6 of PSE dues withheld for each employee.

7  
8 **Section 4.5. Access to District Premises.**

9 Representatives of the Association, upon notifying the office of the District Superintendent and  
10 receiving approval, shall have access to the District premises during business hours for the purpose of  
11 Association business, provided that no conferences or meetings between employees and Association  
12 representatives shall in any way hamper or interfere with the normal flow of work. The Union shall  
13 pay a reasonable cost for materials and supplies incident to such use of facilities and equipment.

14  
15 Conferences with employees shall occur before or after the normal work shift or during the coffee or  
16 lunch breaks unless otherwise authorized by the District.

17  
18 **Section 4.6. Bulletin Boards, Intra-District Mail and District E-Mail.**

19 The District shall make its best effort to provide bulletin board space in each school for the use of the  
20 Union to transact official business. Bulletins posted by the Association are the responsibility of the  
21 officials of the Association. Each bulletin shall be signed by the Association official responsible for the  
22 posting. Unsigned bulletins or notices may not be posted. There shall be no other distribution or  
23 posting by employees or the Association of pamphlets, advertising, political matters, literature or  
24 notices of any kind on District property other than legitimate PSE business. The responsibility for  
25 prompt removal of notices from the bulletin boards after they have served their purpose will rest with  
26 the individual who posted the signed notice.

27  
28 The employer reserves the right to withhold the use of space for posting bulletins if, in the employer's  
29 judgment, the information is not in the best interest of or is detrimental to the District. The Union may  
30 use intra-district mail for professional business correspondence and District e-mail for notification of  
31 meetings but it shall not be for political purposes.

32  
33 **Section 4.7. Time Off for President or Designee.**

34 The President of the Association or designated representatives will be provided time off without loss of  
35 pay to a maximum cumulative total of five (5) cumulative days per year to attend school district or  
36 state meetings. The PSE will reimburse the District for substitute costs incurred. The District is not  
37 responsible for paying any travel expenses to PSE employees for attending union related meetings.

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41 **ARTICLE V**

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43 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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45 **Section 5.1. Matters for Consultation and Negotiations.**

46 It is agreed and understood that matters appropriate for consultation and negotiation between the  
47 District and the Association are personnel matters, including wages, hours, working conditions and  
48 grievance procedures.

1 **Section 5.2. Conference Committee.**

2 The Association will designate a Conference Committee of three (3) members who will meet with the  
3 Superintendent of the District and his/her designated representatives on a quarterly or as needed basis  
4 to discuss appropriate matters.  
5

6 **Section 5.3. Representation of Association and Employees.**

7 The Association representatives shall represent the Association and employee(s) with officials of the  
8 District to discuss appropriate matters of mutual interest. They may receive and investigate to  
9 conclusion complaints or grievances of employees and thereafter advise employees of rights and  
10 procedures outlined in this Agreement, and applicable regulations or directives for resolving the  
11 grievances or complaints. They may not, however, continue to advise the employee on courses of  
12 action after the employee has indicated that he/she does not desire to pursue a grievance. They may  
13 consult with the District on complaints without a grievance being made by an individual employee.  
14

15 **Section 5.4. Communication and Problem Solving.**

16 Consistent communication is necessary to establish high morale, maintain people relationships, and  
17 solve problems in the workplace. An employee with a complaint or problem is encouraged to inform  
18 their immediate supervisor either verbally or in writing so that an effort can be made to resolve the  
19 problem. A good faith effort should be made to resolve such an issue before the employee may feel  
20 compelled to file a grievance. The local PSE president or building representative is always welcome to  
21 participate in that problem-solving effort.  
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23  
24

25 **ARTICLE VI**

26 **HOURS OF WORK AND OVERTIME**

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29 **Section 6.1. Workweek.**

30 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
31 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an  
32 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive  
33 days of rest, provided further, that the District may designate certain employees to work a schedule  
34 appropriate to getting a particular job done during unusual circumstances or emergency situations  
35 when such schedule is mutually agreed to by the employees and the supervisor.  
36

37 **Section 6.1.1. Work Shift.**

38 All employees are required to work their entire work shift. Employees are not allowed to leave  
39 work early (even if the employee believes their work is done) without approval of their  
40 supervisor(s). Custodian supervisors shall be the maintenance supervisor and the building  
41 principal.  
42

43 **Section 6.1.2. Time Between Work Assignments.**

44 If there are thirty (30) minutes or less between work assignments within the same classification  
45 of any employee subject to this Agreement, the hourly rate shall continue uninterrupted with  
46 the exception of Transportation and summer school which will be paid at the base rate of their  
47 classification. However, continuity of payment will not occur when an employee moves from  
48 one assignment in one classification to another assignment in a different classification

1 (example: bus driver to custodian). Paid work time shall not overlap (employee shall not begin  
2 their shift in a different classification until the paid work time in the first shift has been  
3 completed).

4  
5 **Section 6.2. Work Shift and Workweek.**

6 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be  
7 changed without prior reasonable notice to the employee; provided, however, this notice may be  
8 waived by the employee in case of an emergency situation or during unusual circumstances for the  
9 duration thereof.

10  
11 **Section 6.3. Work Shift Hours.**

12 The District shall establish work shifts with designated times of beginning and ending. The normal  
13 work shift shall consist of eight and one-half (8½) hours, including a thirty (30) minute uninterrupted  
14 lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute  
15 first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as  
16 near the middle of each half shift as is practicable.

17  
18 All classified employees are required to take their scheduled break(s) and thirty (30) minute lunch  
19 period. Employees shall not have the option to not take their scheduled break(s) or lunch period to  
20 reduce the length of their shift. Exceptions to this: necessity to work because of an emergency  
21 situation, a school event, or because of a special occasional circumstance which shall be pre-approved  
22 by the supervisor.

23  
24 **Section 6.4. Less than Normal Work Shift.**

25 In the event an employee is assigned to a shift less than the normal work shift previously defined in  
26 this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of  
27 work as according to WAC 296-126-092. Should such shift exceed five (5) hours, the employee shall  
28 receive a thirty (30) minute uninterrupted lunch break as near the middle of such shift as is practicable.

29  
30 **Section 6.5. Working Through Lunch.**

31 Employees required to work through their regular lunch period will be given time to eat within their  
32 work shift as agreed upon between the employee and his supervisor. In the event an employee is  
33 required to forego his lunch period and works an entire shift, including the lunch period, he shall be  
34 entitled to receive overtime pay or compensatory time within the same workweek, at the election of the  
35 employee. In regard to an employee working through their lunch period, compensatory time may be  
36 accepted or rejected only at the discretion of the employee.

37  
38 **Section 6.6. Out of Classification Rate.**

39 Employees requested by the immediate supervisor to work a shift or partial shift regularly filled by a  
40 higher classification employee shall receive compensation equal to that normally received by the  
41 employee in the higher classification. In no case will the employee receive less than their regular rate  
42 of pay.

43  
44 **Section 6.7. School Closure Inclement Weather.**

45 In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the  
46 District will make every effort to notify each employee to refrain from coming to work. Employees  
47 reporting to work shall receive a minimum of two (2) hours pay at the employee's hourly rate in the

1 event of such a closure; provided, however, no employee shall be entitled to any such compensation in  
2 the event of actual notification by the District of the closure prior to leaving home for work.

3  
4 **Section 6.7.1. School Closure Emergency.**

5 In the event of an unusual school closure due to an emergency situation (e.g., Mt. St. Helens or  
6 not making up snow closure days), classified employees shall be given the option of making up  
7 lost time by performing duties to be assigned by the District, provided that funding is continued  
8 for the period of the school closure.

9  
10 **Section 6.8. Fulfill Job Assignments.**

11 Only employees employed regularly as classified employees will be used to fulfill job assignments  
12 within their respective classifications unless no qualified employee of a needed classification is  
13 available.

14  
15 **Section 6.9. Call Back.**

16 Call back shall be defined as any and all work noncontiguous with regular daily work shifts or on an  
17 employee's day of rest. Employees performing call back services shall be compensated for a minimum  
18 of two (2) hours, and for all succeeding hours worked at overtime rates.

19  
20 **Section 6.10. Meeting Pay.**

21 Employees will be paid their regular hourly rate for the actual time spent in meetings required by the  
22 District. An employee must be in attendance to receive payment, and one-half (½) hour will constitute  
23 the minimum payment for attending.

24  
25 **Section 6.11. Transportation Language.**

26 Recognizing that personnel in the transportation classification present special shift problems, the  
27 parties agree that shifts shall be established in that classification in relation to runs and driving times  
28 requisite to fulfilling tasks assigned by the Supervisor of Transportation.

29  
30 **Section 6.11.1. Driving Segments.**

31 No driver shall be assigned to a run of less than four (4) hours per day unless they are a part-  
32 time driver (see Section 6.11.3.). Drivers will receive twenty (20) minutes pay for each driving  
33 run for pre-trip, post-trip, and cleanup. Drivers who work more than two (2) hours per run will  
34 record and be paid the extra time to include twenty (20) minutes, ten (10) minutes for pre-trip  
35 and ten (10) minutes for post-trip inspections. Drivers who finish there am or pm run to include  
36 pre and post trip inspections in less than two (2) hours will not receive extra pay for their  
37 pre/post trip and clean-up as per Section 6.11.2.

38  
39 **Section 6.11.2. Fill-In Duties.**

40 Those drivers whose runs require them to work less than four (4) hours per day (the equivalent  
41 of two (2) hours in the morning and two (2) hours in the afternoon) may be assigned other  
42 transportation related duties, such as cleaning, washing, fueling of buses/district vehicles,  
43 vacuuming, and /or office support duties. Employees are expected to complete this type of  
44 work to fill their shift independently without reminders.

45  
46 **Section 6.11.3. Pre-School/Special Needs Runs.**

47 The structure of preschool may contain alternate (day) schedules for students. Therefore, the  
48 length of time and the preschool runs may vary from day to day. In order to guarantee the

1 preschool driver(s) a minimum of four (4) hours and to provide continuity to young students by  
2 avoiding multiple drivers, the District has the right to combine a.m., p.m., and mid-day runs to  
3 comprise a preschool run/s. Should the transportation supervisor deem it necessary to combine  
4 a.m. and p.m. preschool runs with mid-day runs, and the total daily time exceeds four (4) hours,  
5 such preschool/special needs driving position shall be rebid by seniority.  
6

7 **Section 6.11.4. Duty Call.**

8 Drivers shall receive a minimum of two (2) hours pay for each duty call. A duty call is defined  
9 as work other than the normal work shift and workday, noncontiguous with the normal work  
10 shift or workday and the gap of idle time exceeds thirty (30) minutes or more from the normal  
11 work shift or workday and pre-trip and post-trip inspection must be completed.  
12

13 **Section 6.11.5. Open Mid-Day Runs.**

14 Open mid-day runs not part of a driver's regular run will be posted and the regular driver with  
15 the greatest seniority shall have preferential rights with regard to filling the position, with the  
16 exception of preschool mid-day runs which will stay with the preschool run and the run(s) will  
17 not be split and the mid-day will not be awarded to a non-preschool run driver.  
18

19 **Section 6.11.6. Open Runs.**

20 If any run is vacated, or new run created, or time is added to an existing run of sixty (60)  
21 minutes or more, the run(s) will be bid by seniority.  
22

23 **Section 6.11.7. District Meetings for Drivers.**

24 Drivers shall be paid their regular hourly rate for the actual time spent in meetings required by  
25 the District. A driver must be in attendance to receive payment and one-half (1/2) hour will  
26 constitute the minimum payment for attending.  
27

28 **Section 6.11.8. Trips.**

29 All Trips other than regular daily scheduled bus runs shall be compensated at the driver's base  
30 hourly rate of pay for total lapsed time; provided, however, that bus drivers shall be subject to  
31 the provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less  
32 between bus driving assignments, the base hourly rate shall continue uninterrupted. This  
33 provision does not cross classifications (example: a bus driver moving to a custodial,  
34 paraprofessional, or other classification position), therefore, the employee shall not be paid an  
35 uninterrupted rate of pay if transition is thirty (30) minutes or less.  
36

37 **Section 6.11.9. Start Time for All Trips.**

38 Drivers shall arrive twenty (20) minutes before load time for pre-trip inspections, warm-up and  
39 travel to loading zone. The exception to this is overnight trips drivers. See Section 6.11.22.1(3)  
40 for overnight trip compensation.  
41

42 **Section 6.11.10. End Time for All Trips.**

43 1. The driver shall record on the bus Trip Request Form the actual time the bus arrives/stops  
44 back at the school for unloading. The activity advisor (coach, teacher, student supervisor)  
45 shall also verify by signature on the bus Trip Request Form the actual time the bus  
46 arrives/stops back at the school for unloading.  
47

2. The end time is the actual end time recorded and signed by the driver on the Bus Trip Request Form when duties are completed.
3. A maximum of one (1) hour time is allowed between the recorded return time and the recorded end time including travel to and from the gas station and refueling, travel back to the bus parking lot, parking the bus and all cleanup activities. If additional time is needed, it must be approved by the Transportation Supervisor. All buses must be refueled upon return from an activity and/or overnight trips. The District prefers all end time activities be completed upon return; however, a driver who returns after 9:00 p.m. in the evening will be allowed to complete end time activities the next morning prior to the bus going back into service. This will be noted on the trip sheet. If a driver returns from a day trip at the beginning of the driver's run time the driver may complete end time activities at the end of their p.m. run.

**Section 6.11.11. All Trip Boards (except for the Overnight Trip Board; Section 6.11.22.).**

1. The rotation for trip selection begins at the top of the seniority list the first day of school and does not reset back to the top until the next "first day of school", three hundred sixty-five (365) days later, except for the overnight trip board. The seniority list will be known as a roster for trip selection purposes.
2. All Trip boards will have a separate roster list to accommodate the rotation of trips for each board.
3. The bus driver must be a regular fulltime driver (two (2) hours a.m. and two (2) hours p.m.) to qualify for trips.
4. Inactive and new drivers may become active or return to active status after all current trips have been assigned and before a new scheduled trip board is posted and the next rotation begins. An inactive driver is a driver who chooses not to take a trip on the Scheduled Board and turns their name over. A driver who wishes to return to active duty must turn their name back over and wait until the next board is posted and then select a trip in rotation. A new driver is a person who meets all the qualifications and becomes eligible to drive a school bus. He/she must also wait until the next trip board is posted and then select a trip in rotation.
5. Names may be removed from any board to accommodate the Overnight Board with no make-up trip implied from the board the driver removed their name from.
6. No swaps are allowed.
7. At the beginning of the school year, any activity trips that occur before a full trip board is posted, will be placed on the unscheduled trip board and will be selected from the Unscheduled Board roster (starting with the most senior driver).

**Section 6.11.12. Emergency Trips.**

An emergency trip is a trip with a leave time of within four (4) hours or less of the time it was received. The transportation supervisor will start with the driver in line for the next trip on the Unscheduled Board and call in rotation until a driver verbally accepts the assignment. Since time

1 is an issue, messages will not be left. The person assigned the trip will be the first person that  
2 verbally accepts the trip during the phone calling. The transportation supervisor may not hold  
3 trips for posting to constitute an emergency trip. This does not change the unscheduled rotation.  
4 The driver that takes the emergency trip remains in the Unscheduled Board rotation.  
5

6 **Section 6.11.13. Awarding of Trips.**

- 7 1. Schedule Board trips must be posted in the a.m.
- 8
- 9 2. Trips will be help for posting until the number of trips equals or exceeds the number of  
10 active trip drivers.
- 11
- 12 3. Beginning May 1 annually, all trips except for the Short Shuttle and Overnight Boards will  
13 be posted on the Unscheduled Board and selected in continuous rotation regardless of the  
14 potential length of the Unscheduled Board.
- 15
- 16 4. Once the trip board is posted, the Transportation Supervisor or designee will write the date  
17 and time they completed posting the trip board. Drivers will have forty-eight (48) hours  
18 after the trip board is posted, to review the trip board. Trips will be awarded forty-eight (48)  
19 hours after posting of the trips. This date will be written on the trip board notifying the  
20 drivers of the date trips will be awarded. Eligible trip drivers must be present at assigning of  
21 trips or must have a trip selection form filled out and put in the locked drop box within the  
22 forty-eight (48) hour window.
- 23
- 24 5. If a driver fills out a trip selection form they will list their choice of trips with #1 being their  
25 first choice. Trip selection forms must be put in the trip box by 2:00 p.m. on the day the  
26 trips are awarded.
- 27
- 28 6. At the time trips are awarded, a representative from the office staff and a trip committee  
29 member must be present (see Procedure 6.11.13.).  
30

31 **Section 6.11.14. Trip Driver Responsibilities.**

- 32 1. Drivers must be available always to coaches/teams during the activity trip.
- 33 2. The Bus Driver's cell number is to be given to the coach at the beginning of the trip.
- 34 3. Meals may be eaten on or off campus with notification to the coach.  
35

36 **Section 6.11.15. Cancelled Trips.**

37  
38 **Section 6.11.15.1. Driver Cancelled Trip.**

39 If a driver cancels their Scheduled Board trip, the trip will be moved to the unscheduled  
40 board for reposting.  
41

42 **Section 6.11.15.2. District Cancelled Trip.**

- 43 1. If a trip is cancelled after the driver has arrived at the bus garage to take the trip, the  
44 driver will receive a two (2) hour call out and be given a choice of a make-up trip  
45 from the same titled board of the cancelled trip.  
46
- 47 2. If the trip is cancelled while in run; meaning leaving the school or pick-up point at  
48 the beginning of the trip, the driver will be paid for their time of at least two (2)

1 hours and be given a choice of a make-up trip from the same titled board. If the  
2 actual time is more than four (4) hours, the driver will be paid for their time and the  
3 driver is not eligible for another trip.  
4

5 **Section 6.11.16. Part Time/Substitute Bus Drivers.**

- 6 1. If a regular full-time driver is not available, part time twenty (20) hour on call drivers on a  
7 seniority basis, then substitute drivers, then the dispatcher in the office if qualified shall be  
8 eligible to take activity trips.  
9 2. Substitute drivers may be used to cover employees taking activity trips which overlap their  
10 daily run schedule.  
11 3. Office staff will arrange for substitute drivers.  
12

13 **Section 6.11.17. Scheduled Activity Trip Board.**

14 All trips will be filled on the Scheduled Trip Board through a continuous rotation.  
15

16 **Section 6.11.18. Make-Up Trips.**

- 17 1. The driver can stay with the rescheduled trip.  
18 2. If the driver does not stay with the trip, the trip moves to the Unscheduled Board.  
19 3. The driver is allowed a choice of a trip from the same titled board, if a make-up trip is owed  
20 at the end of the school year and there are no trips available, the driver shall forfeit the  
21 make-up trip.  
22

23 **Section 6.11.19. Unscheduled Trip Board.**

- 24 1. This trip board is for unexpected activity trips that come up between an already Scheduled  
25 Board.  
26  
27 2. Scheduled trips cancelled by the driver.  
28  
29 3. In the event a driver has a scheduled trip on the same day they are in line for an  
30 unassigned trip, he/she then may pass the unassigned trip and be eligible for the next  
31 unassigned trip.  
32  
33 4. Beginning May 1 annually, all trips except for the Short Shuttle, Special Needs and  
34 Overnight Boards will be posted on the Unassigned Board and selected in continuous  
35 rotation regardless of the potential length of the Unassigned Board (see Procedure  
36 6.11.19.).  
37  
38 5. For cancellation of a trip from the Unassigned Board the driver will get the next  
39 unassigned trip that does not interfere with an already assigned trip.  
40

41 **Section 6.11.20. Short Shuttle Board.**

- 42 1. In-town shuttles and short field trips of less than four (4) hours are posted on this board.  
43 2. Short field trips and shuttles of less than four (4) hours are paid for actual time to include  
44 pre-trip and post trip time.  
45 3. In the event a driver has a short shuttle on the same day they are in line for a short shuttle,  
46 he/she may pass the unassigned short shuttle and be eligible for the next shuttle.  
47 4. If a short shuttle trip is cancelled, the driver will be eligible for the next Short Shuttle.  
48



1 **Section 6.11.21. Special Needs Trip Board.**

- 2 1. For a driver to be eligible for special needs trips they must have participated in the in-service  
3 training involving transporting special needs students within the current school year.  
4 2. If a special needs trip is cancelled (not commencing for any reason on the posted date) the  
5 driver shall move their name back over to be in line for the next posted special needs trip.  
6

7 **Section 6.11.22. Overnight Trip Board.**

- 8 1. This is the only trip board that does not have a continuous rotating roster. Each time an  
9 Overnight Trip Board is posted the roster begins at the top allowing the most senior drivers  
10 to select an overnight trip of their choice.  
11  
12 2. When a driver takes an overnight trip, their name shall be turned over on the overnight trip  
13 board and they shall not be eligible for another overnight trip that school year (9/1 to 8/31)  
14 until all drivers on the roster have had the opportunity to take a trip.  
15  
16 3. If a driver cancels an overnight trip, the driver's name will be moved back over and will go  
17 back in the normal rotation for overnight trips.  
18  
19 4. Because some hours for overnight trips equate to overtime for nearly all drivers, every  
20 driver is guaranteed to be in the regular rotation for overnight trips.  
21  
22 5. Drivers who are inactive (those whose names have been turned over because they have  
23 elected not to take activity trips) are still eligible for the overnight trip roster. Drivers who  
24 have been inactive are eligible to go back on the active list after all current trips have been  
25 assigned and before a new scheduled trip board is posted and the next rotation begins.  
26

27 **Section 6.11.22.1. Overnight Trip Compensation.**

- 28 1. On the first day, the driver will be paid from the time the trip starts until he/she is  
29 through driving for the day or until 10:00 p.m., whichever comes last.  
30  
31 2. On the succeeding days of the trip his/her pay will start thirty (30) minutes before  
32 the start of driving or at 6:00 a.m., whichever comes first and will continue as on the  
33 first day or until the trip ends.  
34  
35 3. Drivers shall arrive thirty (30) minutes before load time for pre-trip inspection,  
36 warm-up and travel to loading zone on the day they leave the district.  
37  
38 4. The maximum time allowed between the recorded return time (by the advisor) and  
39 the recorded end time (by the driver) is up to one and one-half (1 ½) hours or actual  
40 time for all work performed. Extenuating circumstances shall be considered by the  
41 Transportation Supervisor and/or Superintendent.  
42

43 **Section 6.11.23. Bus Travel for Non-Activities.**

44 If it is necessary to drive a bus out of town for service, mechanical repairs, or any other travel  
45 where students or staff are not transported (for example: bus needs specialized mechanic work),  
46 such travel in regards to who drives the bus does not fall under the provisions of the Collective  
47 Bargaining Agreement for drivers. To avoid the District paying overtime, the Transportation  
48 Supervisor can assign the responsibility for driving the bus to themselves or a mechanic. If it is

1 necessary to ask a driver, the most senior available driver will be selected, provided it does not  
2 result in overtime.

3  
4 **Section 6.11.24. Van Usage.**

5 All drivers hired for school bus transportation positions shall be as per State directive and shall  
6 not be allowed to drive for less than the prevailing rate of pay. A school employee (a non-bus  
7 driver and Type II license holder) whose driver abstract has been reviewed/approved to allow  
8 them to transport students in a non-school bus school vehicle can transport up to ten (10)  
9 people (9 passengers plus him/herself) in one school van to an event. If there are ten (10)  
10 students or more going to the same event, then a school bus and bus driver must be scheduled  
11 unless shuttling of students during the same event is required.

12  
13 If shuttling of students is required at the same event, then two vans may be used to transport  
14 students. One van will be driven by a qualified and approved school employee and the second  
15 van must be driven by a school bus driver with the exception of a Future Farmers of American  
16 (F.F.A.) event where more than one advisor can transport students to the same event.

17  
18 **Section 6.11.25. Part-Time Drivers.**

19 The District will employ no more than two (2) part-time drivers. These drivers will be used as  
20 on call substitutes and have limited eligibility for extra trips pursuant to Section 6.11.1. Part-  
21 time drivers will have limited seniority as between each other, but not as to other regular  
22 drivers. Part-time drivers will not receive holidays (Article VII) or accrue sick leave (Article  
23 VIII). Part-time drivers will be covered by Schedule A. Should the District wish to employ  
24 more than two (2) part-time drivers, the parties will negotiate that decision. Part-time drivers  
25 will be guaranteed twenty (20) hours per month and be considered members of the bargaining  
26 unit. Intent: to give a part-time driver priority in substituting for an absent driver, place them in  
27 the bargaining unit, as well as give them priority in filling the next bus driver position(s) as an  
28 inside classification employee. A part-time driver position shall not be filled by a retire-rehire  
29 bus driver unless there is no other qualified applicant(s) for the position. If the District  
30 determines it must fill such part-time position with a retire-rehire employee, he/she will be  
31 notified of employment ending according to Policy 5001 and he/she shall have no continuing  
32 contract rights.

33  
34 **Section 6.11.26. Dual Classification Bus Drivers.**

35 Bus drivers who work an additional position outside the transportation classification but within  
36 the school district (paraprofessional, custodial, maintenance, etc.) are responsible to work their  
37 non-transportation shift hours before taking short shuttles or trips, except for an overnight trip.

38  
39 **Section 6.11.27. Bus Monitor.**

40 Employees hired to fulfill the bus monitor positions shall be included in the transportation  
41 classification. Subsequently, employees hired as bus monitors may work in both Para Educator  
42 and Bus Monitor classifications and will have seniority in each classification, but their seniority  
43 will not transfer from one classification to the other. Bus Monitors shall receive a minimum of  
44 two (2) hours pay (the equivalent of one (1) hour in the morning and one (1) hour in the  
45 afternoon). If a Bus Monitor is assigned to a mid-day run, they shall receive a minimum of one  
46 (1) hour pay per run.

1 A Bus Monitor working with “High Needs” Special Education students shall be paid an  
2 additional one dollar (\$1.00) per hour. “High Needs” students include but are not limited to  
3 feeding, toileting, personal care, wheelchair transfers and lifting. They are more likely to work  
4 with students with unpredictable and potentially aggressive behaviors. Should all these  
5 students be transferred from the Bus Monitors run, the additional one dollar (\$1.00) per hour  
6 will be removed and cannot be grieved.

7  
8 **Section 6.12. Overtime.**

9 Overtime assignments shall be distributed in accordance with seniority as established by Article IX  
10 except where particular skills are needed or where time constraints do not permit such assignment. In  
11 the assignment of overtime, the District agrees to provide as much advance notice as practicable in the  
12 circumstances. Regardless of seniority, overtime involving custodial work shall be offered first to  
13 custodians working in that particular building based on seniority, second to the part-time custodians  
14 based on their seniority and third to the District wide custodians based on seniority. If the building  
15 custodians chose not to perform the overtime assignment, then the assignment will be distributed to  
16 sub custodians in the District.

17  
18 **Section 6.12.1. Overtime Rate Definition.**

19 Overtime rate is defined as being one and one-half (1½) times the employee’s regular hourly  
20 rate of pay. Approval from the immediate supervisor must be obtained prior to working  
21 overtime.

22  
23 **Section 6.12.2. Overtime Compensation.**

24 All employees working more than forty (40) hours per week shall be compensated at overtime  
25 rates of pay.

26  
27 **Section 6.12.3. Compensatory Time.**

28 An employee working more than forty (40) hours in a work week shall be entitled to  
29 compensatory time or overtime pay at the election of the employee. Compensatory time shall  
30 be agreed upon between the supervisor and the employee.

31  
32 **Section 6.13. Paraeducator Option to Work.**

33 Paraeducators may have the option to work, during teacher/parent conference days, at the request of  
34 the building principal or program director.

35  
36 **Section 6.14. Paraeducator Specifics.**

37  
38 **Section 6.14.1. Playground Supervision Ratio.**

39 The ratio of students and playground Paraeducators shall be sufficient to ensure the adequate  
40 supervision and safety of the students.

41  
42 **Section 6.14.2. Safe Lifting Procedures.**

43 Building procedures and student IEP process will address issues of safe lifting and toileting of  
44 disabled students when/where appropriate. The District OT/PT will help design a safe lifting  
45 program appropriate to student need. The intent is to protect the privacy of the student and the  
46 liability of the employee and District.

1 **Section 6.14.3. Allocation of Paraeducator Time.**

2 The District in order to meet the needs of the students in specialized need areas (bilingual,  
3 sensory impaired, multi-handicapped, preschool, behaviorally disabled, medically fragile;  
4 feeding, transportation, medical home-bound, and integrated classrooms) and the school, will  
5 not decrease any Paraeducator position's time, unless allocation cutbacks occur or specialized  
6 students move away, but reserves the right to add up to two (2) hours to a position without  
7 opening that position district-wide. Under extenuating circumstances, a principal or supervisor  
8 may add more than two (2) hours to a Paraeducator position if more time is needed for  
9 specialized students or situations. However, when more than two (2) hours are added to the  
10 original position, the entire position will be posted and re-opened the following year, if such  
11 position is to be continued.

12  
13 **Section 6.14.4. Library Paraeducators.**

14 Paraeducators that are assigned the primary duties of the library (schools with no certificated  
15 librarians, either part-time or full-time), the employees will have five (5) additional six (6) hour  
16 days to accommodate the opening and closing of the library in the building to which they are  
17 assigned. The days will be allocated as three (3) days prior to the first day of school and two (2)  
18 days after the end of the academic year.

19  
20 **Section 6.15. Secretary Work Year.**

21 The minimum work year for Secretaries is two hundred (200) days. An additional fifteen (15) optional  
22 workdays will be provided with the approval of the employee's supervisor.

23  
24 **Section 6.15.1. Substitute Calling (Secretaries).**

25 One secretary in each building may receive up to eight (8) hours compensation if worked per  
26 month for telephone calls made outside of the secretary's regular work shift when finding  
27 substitutes for their building.

28  
29 **Section 6.16. Part-Time Custodians.**

30 The District may employ no more than two (2) part-time custodians. Such custodian(s) will be used as  
31 an on-call substitute to fill in during the absence of a regular custodian or maintenance employee  
32 and/or may be temporarily assigned to work at times during heavy District workload. Part-time  
33 custodians will have limited seniority as it applies between the part-time custodians, but not as it  
34 applies to regular custodians or maintenance employees. Part-time custodians will not receive holidays  
35 (Article VII) or accrue sick leave (Article VIII). Part-time custodians will be covered by Schedule A.  
36 Part-time custodians will be guaranteed twenty (20) hours per month, shall be considered members of  
37 the bargaining unit (and members of the custodian classification), and shall have priority in filling the  
38 next available custodial position opening. A part-time custodian position shall not be filled by a retire-  
39 rehire employee unless there is no other qualified applicant(s) for the position. If the District  
40 determines it must fill such part-time custodial position with a retire-rehire employee, he/she will be  
41 notified of employment ending according to Policy 5001 and he/she shall have no continuing contract  
42 rights.

43  
44 **Section 6.17. Part-time Food Service.**

45 The District may employ one (1) part-time food service employee. Such food service employee will be  
46 used as an on-call substitute to fill in during the absence of a regular food service employee and/or may  
47 be temporarily assigned to work at times during heavy District workload. The part-time food service  
48 employee will have no seniority rights as it applies to regular food service employees. The part-time

1 food service employee will not receive holidays (Article VII) or accrue sick leave (Article VIII). The  
2 part-time food service employee will be covered by Schedule A. The part-time food service employee  
3 will be guaranteed twenty (20) hours per month, shall be considered a member of the bargaining unit  
4 (and member of the food service classification) and shall have priority in filling the next available food  
5 service position opening. The part-time food service position shall not be filled by a retire-rehire  
6 employee unless there is no other qualified applicant(s) for the position. If the District determines it  
7 must fill such part-time food service position with a retire-rehire employee, he/she will be notified of  
8 employment ending according to Policy 5001 and he/she shall have no continuing contract rights.

9  
10 **Section 6.18. Payroll Errors.**

11 Errors will be corrected on the next paycheck in full. Should the district overpay an employee, the  
12 employee and their union representative, if requested by the employee, will meet with the  
13 Superintendent to discuss a resolution.

14  
15 **Section 6.19. Nurse's Assistant Work Year.**

16 The minimum work year for the Nursing Assistants is one hundred ninety-one (191) days. An  
17 additional ten (10) optional workdays will be provided to the Nursing Assistant with the approval of  
18 the employee's supervisor.

19  
20 **ARTICLE VII**

21  
22 **HOLIDAYS, VACATION AND LONGEVITY**

23  
24 **Section 7.1. Holidays.**

25 All employees shall receive the following paid holidays that fall within their work year (work year  
26 shall mean period of regular employment):

- 27
- |                                     |                              |
|-------------------------------------|------------------------------|
| 28 1. Labor Day                     | 7. Day before New Year's Day |
| 29 2. Veterans' Day                 | 8. New Year's Day            |
| 30 3. Thanksgiving Day              | 9. Martin Luther King Day    |
| 31 4. Day after Thanksgiving        | 10. Presidents' Day          |
| 32 5. Day before or after Christmas | 11. Memorial Day             |
| 33 6. Christmas Day                 | 12. Independence Day         |
- 34

35 **Section 7.1.1. Holiday Pay.**

36 Employees shall receive pay equal to their normal work shift at their hourly rate of pay in effect  
37 at the time the holiday occurs. An employee who is on the active payroll on the holiday and has  
38 worked either his last scheduled shift preceding the holiday or his first scheduled shift  
39 succeeding the holiday, and is not on a leave of absence, shall be eligible for pay for such  
40 unworked holiday. An exception to this requirement will occur if the employee can furnish  
41 proof satisfactory to the District that because of illness he was unable to work on either of such  
42 shifts, and his absence by reason of such illness is covered by sick leave or personal/family  
43 emergency as defined in Section 8.1.1. and Section 8.3.

44  
45 **Section 7.1.2. Worked Holidays.**

46 An employee is not to work on holidays unless specifically requested to do so by his/her  
47 supervisor. Employees who are required to work on the above described holidays shall receive  
48 double time for all hours worked on such holidays.

1 **Section 7.1.3. Holidays during Vacation or on a Weekend.**

2 Should a holiday occur while an annual employee is on vacation, the employee shall be allowed  
3 to take one extra day of vacation with pay in lieu of the holiday as such. Should a holiday fall  
4 on a Saturday or Sunday, Friday or Monday will be observed as a holiday.  
5

6 **Section 7.1.4. Unpaid Holidays.**

7 All employees are entitled to two unpaid holidays per calendar year for a reason of faith or  
8 conscience or an organized activity conducted under the auspices of a religious denomination,  
9 church, or religious organization. The District must allow the employee to take unpaid leave  
10 for up to two such holidays unless the employee’s absence would impose an undue hardship on  
11 the employer or the employee is necessary to maintain public safety.  
12

13 Undue hardship means an action requiring significant difficulty or expense to the employer.  
14 The following factors should be considered in determining whether approving unpaid leave  
15 results in an undue hardship to the employer:  
16

- 17 1) The number, composition, and structure of staff employed by the employing entity  
18 or in the requesting employee’s program.
- 19 2) The financial resources of the district/program.
- 20 3) The number of employees requesting leave for each day.
- 21 4) Impact on the District’s ability to maintain a safe learning environment.
- 22 5) Type of school-wide, classroom, or program activities already planned for the day  
23 the employee is requesting such leave.
- 24 6) Geographic location of the employee or geographic separation of the particular  
25 program to the operations of the district.
- 26 7) Nature of the employee’s work.
- 27 8) Deprivation of another employee’s benefit provided by this collective bargaining  
28 agreement.
- 29 9) Any other impact on the employing entity’s operation or requesting employee’s  
30 program due to the employee’s absence.  
31

32 In determining whether the employee’s absence would result in an undue hardship to the  
33 District, the District must make a case-by-case determination based on the specific objective  
34 facts, circumstances and applicable Federal requirements/laws.  
35

36 Employees shall submit a written “Unpaid Holiday” request to their immediate supervisor a  
37 minimum of ten (10) workdays in advance of the requested unpaid holiday with a reason for the  
38 time off request.  
39

40 No more than two (2) employees per worksite/building/department may be absent for an unpaid  
41 holiday on any given day. The following restrictions shall also apply:  
42

- 43 1. Shall not be used the two weeks prior to school starting, the first two weeks of  
44 school or the last two weeks of school.
- 45 2. Shall not be used as vacation days, or to extend vacations, breaks, or holidays.
- 46 3. May not be used in conjunction with personal leave time.
- 47 4. To shorten the employees school year.
- 48 5. Requests granted shall be on a “first come, first serve” basis per year.

1 However, an employee may submit a written request to his/her supervisor for unpaid holiday  
2 leave which falls in conjunction with #1, #2 or #4 if the reason of faith or conscience is so  
3 scheduled. The decision to grant a request for unpaid holiday time for #1, #2, or #4 will be at  
4 the sole discretion of the supervisor after consultation with the Superintendent.  
5

6 The District will make a case-by-case determination based on the specific facts and  
7 circumstances presented at the time of each request. Employees may request an unpaid holiday  
8 by following the same procedure as when requesting personal leave. This leave is non-  
9 cumulative and cannot be used for any purpose other than those stated above.  
10

## 11 **Section 7.2. Vacations.**

### 12 **Section 7.2.1. Two Hundred Sixty Day Employees Vacation.**

13 Two hundred sixty (260) day employees shall be granted paid vacations as follows: Ten (10)  
14 days after one (1) year of completed service; fifteen (15) days after five (5) years of completed  
15 service; and twenty (20) days after ten (10) years of completed service.  
16

### 17 **Section 7.2.2. Two Hundred Sixty Day Employees Probation Period.**

18 Two hundred sixty (260) day employees who has completed his probation period by September  
19 1 accrual date but has completed less than one (1) year of service will receive paid vacation  
20 prorated to time worked.  
21

### 22 **Section 7.2.3. Two Hundred Sixty Day Employees Requesting Vacation.**

23 Vacations for two hundred sixty (260) day employees shall be scheduled at the request of the  
24 employee and with approval of the supervisor. Employees must make their requests to schedule  
25 vacation at least five (5) workdays ahead of the commencement of such vacation. Annual  
26 employees with the greatest seniority shall be entitled to preference as to dates of vacation.  
27 Vacations must be scheduled in a manner so as not to disrupt the normal activities of the  
28 District.  
29

### 30 **Section 7.2.4. Two Hundred Sixty Day Employee Vacation Accumulation.**

31 Two hundred sixty (260) day employees shall not be allowed to accumulate more than twenty-  
32 five (25) days of vacation credit. Employees can carry over to the next year as many days as  
33 they choose as long as the total accumulated vacation days does not exceed 25. Employees are  
34 allowed to use down their twenty-five (25) days to the desired level and to build them back up  
35 if they choose. However, any vacation days exceeding twenty-five (25) must be used each year  
36 by August 31st or the excess will be lost.  
37

### 38 **Section 7.2.5. Vacation and Layoff Time.**

39 Time on layoff and time on authorized leave of absence will not be counted as continuous  
40 service for the purpose of establishing and retaining eligibility dates. Vacation credits, sick  
41 leave and seniority do not accrue when employees are on authorized leave of absence or lay-  
42 off.  
43

## 44 **Section 7.3. Longevity.**

45 To be an eligible year for longevity pay, an employee must work three and one-half (3½) hours or  
46 more regular time per day, five (5) days per week, (or seventeen and one-half (17½) hours per week at  
47 least for nine (9) months per year. Hire date (in terms of longevity pay) shall be used only for the  
48

1 purposes of determining eligibility for longevity the first year of employment by determining whether  
2 the employee worked nine (9) months of the year (calculated for employment from hire date through  
3 the end of the fiscal year–August 31<sup>st</sup>). Longevity credit is awarded for eligible years worked on  
4 August 31<sup>st</sup> annually.  
5  
6  
7

## 8 ARTICLE VIII

### 9 LEAVES

#### 10 Section 8.1.

11 In all cases, an employee must notify his/her supervisor (building or District administrator in absence  
12 of the supervisor) prior to any absence from work, including receiving permission to leave work early  
13 for a legitimate reason. Employees must notify supervisors before reporting off to include: personal  
14 emergency leave, bereavement leave, sick leave, vacation leave, maternity leave, judicial leave,  
15 personal leave, professional leave, approved leave without pay, or any other circumstance that causes  
16 an employee to leave early or be gone from work.  
17  
18

#### 19 Section 8.1.1. Sick Leave.

- 20
- 21 A. Each employee shall accumulate one (1) day of sick leave for each calendar month worked;  
22 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per  
23 school year. An employee who works eleven (11) workdays in any calendar month will be  
24 given credit for the full calendar month. Such sick leave shall accrue to the employee as of  
25 September 1 of each year or upon date of employment at a rate of one (1) day of sick leave  
26 each calendar month worked.  
27
- 28 B. Employees employed by the District as less than full-time employees shall be granted sick  
29 leave in the same proportion as their part-time employment bears to full-time employment.  
30 Employees employed by the District after the beginning of the fiscal year shall be granted sick  
31 leave on a pro-rata basis as their employment bears to full-time employment.  
32
- 33 C. Sick Leave is defined to cover:
- 34 1. Serious illness or injury, including dental, of employee which incapacitates or prevents  
35 him/her from work and/or which might endanger the health of students.
  - 36 2. Contagious or infectious sickness in the immediate family residing under the same roof,  
37 which might endanger the health of students.
  - 38 3. In the event of other emergencies not covered in the above provisions, which make it  
39 impossible for the employee to be at work, sick leave may be granted at the discretion  
40 of the Superintendent.
  - 41 4. The Superintendent may, at any time, require a doctor's certificate or proof of illness. If  
42 such verification results in extra expense to the employee, the cost shall be borne by the  
43 District.  
44
- 45 D. An employee who knows in advance that he/she will be absent for medical purposes should  
46 notify their immediate supervisor and/or the Superintendent as soon as possible to insure proper  
47 planning for a substitute.  
48



1 The District shall provide the employees an annual accounting of sick leave accumulation as of  
2 September 1 each year.

3  
4 **Section 8.2. Sick Leave Cash-Out/Buy-back.**

5 In January of the year following any year in which a minimum of sixty (60) days of sick leave is  
6 accumulated, and each January thereafter, any eligible employee may exercise the option to either:

- 7  
8 1. Receive remuneration for unused sick leave accrued in the previous year at a rate equal to one  
9 (1) day's monetary compensation of the employee for each four (4) full days of accrued sick  
10 leave in excess of sixty (60) days, or  
11 2. To add that year's accrued, but not used, sick leave to the employee's accumulated sick leave.  
12 Such leave for which the employee has received compensation shall be deducted from  
13 accumulated sick leave at the rate of four (4) days for every one (1) day's monetary  
14 compensation.

15  
16 An employee, upon verification of retirement, may cash out all accumulated sick leave at the above  
17 rate. Such leave shall be accrued at the rate of not more than one (1) day per month. For purposes of  
18 cash-out, sick leave shall not be accumulated in excess of one hundred, eighty (180) days. The  
19 beneficiary of a deceased employee may also exercise those same cash-out rights upon verification by  
20 death certificate of the employee in accordance with the provisions of RCW 41.04.340.

21  
22 **Section 8.3. Family Emergency Leave.**

- 23 A. Up to five (5) days with pay shall be awarded to an employee by the Superintendent following  
24 notification of his/her supervisor for an emergency of a personal or family nature that requires  
25 such employee to care for a child of any age "with a health condition that requires treatment or  
26 supervision". This includes biological, adopted, foster child, stepchild, or a legal ward. This  
27 also includes under child, a person under or over the age of eighteen who is incapable of self-  
28 care for whom the employee stands in "loco parentis" in place of the parent.  
29  
30 B. The same provisions for emergency leave of a personal or family nature as explained above is  
31 also allowed an employee to care for ill family members to include a spouse, parent, parent-in-  
32 law, or grandparent "who has a serious health condition or an emergency condition". This also  
33 includes under parent, someone who stood "in loco parentis" to the employee when the  
34 employee was a child.

35  
36 The District may require a signed statement from a licensed medical practitioner to verify the  
37 need for treatment, care or supervision for any absence that exceeds five (5) consecutive days.  
38 For unusual circumstances, the Board may extend personal or family emergency leave with or  
39 without pay.

40  
41 It is the choice of the employee as to which leave is used. It is not necessary to exhaust sick  
42 leave first. No employee will be discriminated against, discharged, threatened discharge,  
43 demoted, suspended, or disciplined for using or trying to use this leave, or in trying to access  
44 such leave by participating in a hearing process.

- 45  
46 C. Leave of an emergency nature, in addition to that specified in Section 2 (a), may be granted by  
47 the District in unusual cases where extreme hardship is evident, provided that such additional  
48 leave shall be without pay.

1  
2 D. In the event of serious illness or death of a person not in the immediate family of the employee,  
3 emergency leave with or without pay may be granted by the Board upon the recommendation  
4 of the Superintendent. If an employee can show a close “family-like” relationship, such leaves  
5 shall not be unreasonably denied.  
6

7 **Section 8.4. Personal Leave.**

8 Personal leave of three (3) days, with pay, shall be granted by the District to enable an employee to  
9 transact business which can only be scheduled or arranged for during the regular workday. Such  
10 business shall not be used for the purpose of other employment.  
11

12 Such personal absence will be granted and approved by the Superintendent/designee provided that  
13 application is made at least two (2) weeks, when possible, in advance of each absence through the  
14 employee’s supervisor or building principal.  
15

16 Employees will be compensated in their August paycheck for each unused day(s), at a rate of one  
17 hundred (\$100.00) dollars for an eight (8) hour day (prorated for less than full-time).  
18

19 The District will allow one employee per building to use their personal leave day(s) immediately  
20 preceding or the first workday(s) immediately following a holiday period (first-come, first-serve). The  
21 Food Service, Maintenance, Technology and Transportation classifications will be considered their  
22 own “building”. Each employee can use this option once every three (3) years provided an appropriate  
23 substitute is available and approved by the employee’s building principal or supervisor. Otherwise  
24 employees will be refused this option.  
25

26 **Section 8.5. Shared Sick Leave.**

27 All voluntary leave sharing will be in strict compliance with Ephrata School District policy, rules and  
28 procedures 5406.  
29

30 **Section 8.6. Leave for Bereavement.**

31 Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by  
32 death to any of the following: spouse, children (both foster and natural), parents (both foster and  
33 natural), guardians, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-  
34 law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew and registered domestic  
35 partner. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-  
36 cumulative.  
37

38 **Section 8.7. Industrial Insurance.**

39 When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-  
40 job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may  
41 elect to use leave as follows:  
42

- 43 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD)  
44 benefit payment from the District’s industrial insurance; or
- 45 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition  
46 to their entitled TTD benefits.
- 47 C. Elect to use a proportionate share of accumulated leave to make up the difference between the  
48 workers’ compensation payments and the employee’s regular pay at the time of injury.

1 **Section 8.8. Partial Day Absences.**

2  
3 **Section 8.8.1. Partial Day Absences.**

4 Absences up to a half-day may be granted at the discretion of the employee's immediate  
5 supervisor for those emergencies which cannot be taken care of outside the school day. The  
6 supervisor will arrange to care for staff members' responsibility during such absence.  
7

8 **Section 8.8.2. Partial Day Personal Leave.**

9 It shall be counted as a half day personal leave when an employee is absent up to one-half (1/2)  
10 of their daily work hours and if an employee is absent more than one-half (1/2) of their daily  
11 work hours, this shall count as a full personal leave day.  
12

13 **Section 8.9. Maternity Leave.**

14 Upon written application the District shall grant maternity leave for the purpose of temporary disability  
15 after giving birth or other pregnancy related conditions per WAC 162-30-020 and Board Policy 5403.  
16 The request for maternity leave shall be in writing and delivered to the District per section 8.1.D. An  
17 employee requesting maternity leave may request and utilize accumulated sick leave or may request  
18 that maternity leave be a leave of absence without pay during the period of absence as explained in the  
19 Family and Medical Leave Act of 1993. The normal allowable maternity leave is six (6) weeks. The  
20 written request for maternity leave shall include a statement as to the expected date of return to  
21 employment.  
22

23 **Section 8.9.1. Paternity Leave.**

24 Ephrata School District grants up to three (3) days paternity leave for the father to be with their  
25 child during the time of birth or adoption of a child under the age of six. Paternity leave shall be  
26 charged against sick leave. Paternity leave that extends beyond the three initial days shall be  
27 unpaid leave. An employee is entitled to up to twelve weeks unpaid leave under the Family  
28 Medical Leave Act. Family Medical Leave can be paid leave when the reason for such leave  
29 (for example, medical-related complications) falls under regular sick leave guidelines for which  
30 such employee has earned sick leave available. A written request (thirty days in advance) for  
31 paternity leave shall include a statement as to the expected date of leave and return to  
32 employment.  
33

34 **Section 8.10. Judicial Leave.**

35 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
36 as a codefendant with the District, such employee shall receive a normal days pay for each day of  
37 required presence in court. In the event that an employee is a party in a court action, such employee  
38 may request the appropriate leave.  
39

40 **Section 8.11. Professional Leave with Pay.**

41 **Section 8.11.1. Short Periods of Professional Leave.**

42 Provision for short periods of professional leave is intended to encourage the occasional  
43 visiting of other school systems, the active participation by Ephrata employees on professional  
44 programs, and such other professional opportunities as will be likely to extend the outlook and  
45 improve the service of the employee.  
46  
47

1  
2 **Section 8.11.2. Approval of Professional Leave.**

3 Employees may be absent from duty on professional leave without loss of compensation upon  
4 application approved by the Superintendent IN ADVANCE of each absence.  
5

6 **Section 8.12. Leave of Absence.**

7  
8 **Section 8.12.1. Leave of Absence.**

9 If a leave of absence is requested due to an industrial accident or industrial illness for which the  
10 employee is granted workmen's compensation coverage, it may be granted for a period of up to  
11 one (1) year. An employee may be granted a leave of other absence for illness or injury for a  
12 period not to exceed one (1) year upon approval of the Superintendent and the Board of  
13 Directors. Under no circumstances will a leave of absence be granted to an employee for the  
14 purposes of working at or experimenting with another job outside of Ephrata School District.  
15

16 **Section 8.12.2. Returning from Leave of Absence.**

17 The returning employee will be assigned to the position occupied before the leave of absence.  
18 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
19 period of time, during which they shall be subject to all provisions of this Agreement. It shall  
20 be the responsibility of the Employer to inform replacement employees of these provisions.  
21

22 **Section 8.12.3. Retention of Benefits.**

23 The employee shall retain accrued sick leave, vested vacation rights, and seniority rights while  
24 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
25 the employee is on leave of absence.  
26

27 **Section 8.13. Leave without Pay.**

28 Leaves without pay may be granted by the Superintendent of Schools and/or his/her designee pending  
29 the following conditions:  
30

- 31 A. At least three (3) weeks of notification be given prior to actual leave time requested.  
32 B. An appropriate substitute can be secured for time of absence. Not more than one bus driver  
33 will be allowed to take time off without pay at the same time. If no certified bus driver is  
34 available such request may be denied.  
35 C. Such leave has not been granted the same person for the prior two (2) years.  
36 D. In emergency circumstances, the Superintendent may waive one or all of the above conditions.  
37 E. However, all vacation leave and personal leave must be exhausted before leave without pay can  
38 be granted.  
39 F. Intentional misuse of leave procedures may constitute grounds for disciplinary action.  
40

41 **Section 8.14. Family Leave Act.**

42 Employees will be eligible for Family Leave as provided by the Family and Medical Leave Act of  
43 1993.  
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**ARTICLE IX**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 9.1. Seniority.**

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

**Section 9.2. Probation.**

Each new hire shall remain in a probationary status for a period of ninety (90) workdays following the hire date. A workday is a paid workday. Unpaid days due to absence are not counted. During this probationary period, the District may discharge such employee at its discretion. If such employee is not meeting District expectations, but the supervisor wishes to give him/her more time, the probation period may be extended an additional ninety (90) workdays or one hundred eighty (180) days total. However, after the first ninety (90) days, the employee will be paid according to Schedule A.

**Section 9.3. Completion of Probation.**

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

**Section 9.4. Loss of Seniority Rights.**

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

- A. Resignation;
- B. Discharge; or
- C. Retirement.

**Section 9.5. Seniority Rights.**

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.

**Section 9.5.1. Accumulated Seniority.**

Accumulated seniority shall not be lost, although seniority rights shall not continue to accrue until reemployment, for the following reasons:

- A. Time spent on other authorized leave of absence, not to exceed one year;
- B. Time spent on layoff as a result of a reduction in force, when the employee is rehired under the provisions of this Agreement.

**Section 9.6. Effective Seniority Rights.**

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

**Section 9.7. Greatest Seniority.**

The employee with the greatest seniority shall have preferential rights with regard to shift selection, vacation periods, special services (including overtime), promotion and filling new or open jobs, and lay-off return when ability and performance are substantially equal with employees with less seniority.

1 If the District determines that seniority rights should not govern because an employee with less  
2 seniority possesses ability and performance greater than employees with more seniority, the District  
3 shall set forth in writing to the employee or employees and the organization's local President its  
4 reason(s) why the employee or employees with greater seniority have been bypassed.

5  
6 **Section 9.8. New Assignment.**

7 When an employee changes to any other position within the same bargaining unit classification, the  
8 employee making the transfer or receiving the advancement, as the case might be, shall be granted a  
9 period of ten (10) workdays in which to qualify in the new assignment. If an employee fails to qualify  
10 or if the employee so elects, that employee shall be reinstated to the position previously occupied  
11 without any loss of salary or benefits relative to their former position. Employees who do not qualify  
12 shall be informed in writing of the reason(s) why they were deemed not qualified. An employee  
13 moving to another position outside of his/her current classification if qualified (provided employee  
14 meets the qualifications and requirements of the position job description) (example: bus driver moving  
15 to custodian), shall be given a fifteen (15) workday grace period in the new assignment. At the end of  
16 the fifteen (15) day grace period, such employee may elect to be reinstated to the position previously  
17 held. The determination of employee or applicant qualifications shall be the sole provenance of the  
18 District. The fifteen (15) day grace period shall also apply to employees changing shifts within the  
19 same classification, (example: working nights to workdays). If the supervisor believes that within  
20 fifteen days the employee is not being successful in the new position, or if the employee so elects,  
21 he/she shall be reinstated to the position they previously occupied without any loss of salary or benefits  
22 relative to their former position.

23  
24 **Section 9.8.1. In-District Openings.**

25 Members of the bargaining unit shall be given first preference for openings outside of their  
26 classification over individuals not within the bargaining unit if such employee(s) is qualified as  
27 explained in Section 9.8. The determination of employee or applicant qualifications shall be the  
28 sole provenance of the District.

29  
30 **Section 9.9. Adding Non-Permanent Time.**

31 Ephrata School District, in order to meet the needs of the District, reserves the right to add up to two  
32 (2) nonpermanent hours total to any classified position without opening that position district-wide,  
33 excluding bus routes which are regulated under Section 6.11.

34  
35 Nonpermanent hours expire at the end of the school year. Whether they are re-instated or awarded at  
36 the beginning of the next school year depends on building/program/student needs and budget. If more  
37 than two (2) hours are added to the original position, the entire position will be posted and re-opened  
38 the following year, if such position is to be continued.

39  
40 Whenever two (2) or more hours are added to any classified position, the District shall promptly notify  
41 the Association of the hours and positions.

42  
43 **Section 9.10. Retaining Seniority Rights.**

44 When employees change from one classification to another within the bargaining unit, they shall retain  
45 seniority rights already earned within their former classification even though they have acquired a new  
46 hire date in their new classification. Seniority rights shall accrue only when an employee is actively  
47 working within a classification.

1 **Section 9.11. Posting Positions.**

2 The District shall publicize on the district website for five (5) workdays the availability of open  
3 positions as soon as possible after the District is apprised of the opening, unless the District does not  
4 intend to refill the position or if the District is unsure about refilling the position due to budgetary  
5 constraints. This will be communicated to the PSE President within the fifteen (15) day period. A copy  
6 of the job posting shall be forwarded to the President of the Association and to the Association  
7 representative of the classification concerned. Employees shall indicate their desire to apply for a  
8 position by filling out a form provided by the District for this purpose (or a written application)  
9 according to posting requirements. If the position is to be filled with an in-district employee, it will be  
10 completed within fifteen (15) workdays. If the position is filled with an outside candidate, it will be  
11 completed as soon as possible.

12  
13 Any person (including current employees) applying for a classified position opening within any  
14 classification (including open bus routes) is required to submit a written letter of application to the  
15 supervisor or administrator according to the posting requirements.

16  
17 **Section 9.12. Temporary/Summer Positions.**

18 Temporary or summer positions will be offered to the bargaining unit members within the  
19 classification first, if qualified, on the basis of seniority. The determination of employee or applicant  
20 qualifications for any applicant shall be the sole provenance of the District. All temporary or summer  
21 jobs will be posted according to Section 9.9 in this Agreement. The District reserves the right to  
22 employ student help for training purpose or utilize Agency Community service work crews or  
23 community volunteers.

24  
25 **Section 9.13. Layoff.**

26 In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off  
27 in inverse order of their seniority. Employees so affected are to be placed on a reemployment list  
28 maintained by the District according to layoff ranking with those having the greatest seniority in that  
29 classification listed first. Such employees shall have priority in filling an opening in the classification  
30 held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years.

31  
32 **Section 9.13.1. District Notification.**

33 Employees on layoff status shall file their addresses in writing with the personnel office of the  
34 District and shall thereafter promptly advise the District in writing of any change of address.

35  
36 **Section 9.13.2. Employment Rights Forfeiture.**

37 An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee  
38 does not comply with the requirements of Section 9.10.1, or if the employee does not respond  
39 to the offer of reemployment within fifteen (15) days.

40  
41 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all  
42 other accrued benefits; provided that such employee is offered a position substantially equal to  
43 that held prior to layoff.

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**ARTICLE X**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 10.1. 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 hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

**Section 10.2. Intent to Rehire.**

Employees will be notified in writing prior to the expiration of the school year of the District's intent to rehire for the following school year.

**Section 10.2.1. Intent Not to Rehire.**

In the event the determination not to renew the contract of an employee described in Section 10.2 is made subsequent to the expiration of the school year, the employee shall be notified as soon as practicable.

**Section 10.2.2. Misconduct.**

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

**Section 10.3. Notice of Intent to Discharge or Layoff.**

Except when circumstances require otherwise, the District will give employees two (2) weeks' notice of intention to discharge or layoff.

**ARTICLE XI**

**INSURANCE AND RETIREMENT**

**Section 11.1. Insurance Funds.**

The District agrees to give to each classified employee (without regard to how the employee's position is funded) those monies paid for medical benefits as allocated by the state with guidelines and regulations as determined by S.P.I. Classified employees who are working less than 1440 hours shall receive insurance benefits in the same proportion as their hours compared to 1440 hours (e.g. 1152 hours receives 80% of full benefits). This revenue will comprise a pool for health benefits for employees. Employees must be enrolled in the Dental and Vision insurance programs in order to qualify for the above payment. Employees will be granted benefits equal to but proportionate with the amount of hours worked in relation to full-time (1,440 hours) status. All benefit calculations will be based on an assumed August/September start date.

**Section 11.1.1. Retiree Insurance Carve Out.**

The District shall pay one hundred (100%) percent per month per fulltime equivalent employee (FTE) towards the Health Care Authority (HCA) carve out. A pro-rated share of carve out is paid for part-time employees according to the percentage of employee FTE. Continued District



1 funding of the carve-out is tied to continued passage of the Educational Programs and  
2 Operation (EP&O) Levy.

3  
4 **Section 11.2. Tax Shelter Annuity Plan.**

5 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan.  
6 On receipt of a written authorization by an employee, the District shall make the requisite withholding  
7 adjustments and deductions from the employee's salary, providing five (5) or more sign up.

8  
9 **Section 11.3. State Industrial Insurance.**

10 The District shall make required contributions for State Industrial Insurance on behalf of all employees  
11 subject to this Agreement as required by statute.

12  
13 **Section 11.4. Unemployment Compensation.**

14 The District shall make contributions to an unemployment compensation fund for all employees  
15 subject to this Agreement.

16  
17 **Section 11.5. State Retirement Fund.**

18 In determining whether an employee subject to this Agreement is eligible for Participation in any  
19 applicable Washington State Public Employees' Retirement System, the District shall report all hours  
20 worked, whether straight time, overtime, or otherwise.

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23  
24  
25 **ARTICLE XII**

26  
27 **VOCATIONAL TRAINING**

28  
29 **Section 12.1. State/District Training Courses.**

30 Employees attending training courses required by State regulation or District Policy as a condition of  
31 continued employment will be paid the employee's regular salary, tuition and transportation costs. If  
32 training courses put an employee over forty (40) hours for the week, overtime provisions shall apply.

33  
34 **Section 12.2. Training Courses/Seminars.**

35 Employees attending training courses or seminars requested by the employee and approved by the  
36 District will suffer no loss of regular salary, if the course requires them to attend on their regular  
37 school employment time, but no salary payment will be made for any time an employee would not  
38 have regularly worked; however, expenses incurred for transportation and/or training course fees and  
39 tuitions will be paid by the School District.

40  
41 **Section 12.3. Transportation Training.**

42 Transportation must be cleared with the School District management so as to pool rides as much as  
43 possible. Paid transportation expense allowed will be for the lesser of: (A) Normal and reasonable  
44 expenses from the District Administrative Office to the training location and return, or (B) Normal and  
45 reasonable expenses from the employee's principal residence to the training location and return.

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## ARTICLE XIII

### ASSOCIATION MEMBERSHIP AND CHECKOFF

#### **Section 13.1. Association Membership.**

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing, and each employee subject to this Agreement, who thereafter becomes a member of the Association in good standing, shall, as a condition of employment, maintain his/her membership in the Association in good standing during the period of this Agreement.

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

#### **Section 13.2. Association Membership Requirement.**

All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of the Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the hire date, whichever is applicable.

The Association, which is the legally recognized exclusive bargaining representative of the classified employees as described in this Agreement, shall have the right to have deducted from the salary of the employees, upon receipt of a signed dues authorization card, an amount equal to the fees and dues required for membership in the Association. The dues authorization card must be signed and delivered to the District office within thirty (30) days of the employee's date of hire.

Employees not complying with the requirements of this Article by the end of their ninety (90) day probationary period with the Ephrata School District shall be terminated.

#### **Section 13.3. Non-Membership Rights.**

The parties recognize that an employee shall have the option of declining to participate as a member in the Association. However, those employees who are not members, but are part of the bargaining unit, will be required to pay a representation fee to the Association. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit. The amount of the fee shall be equivalent to the current agency fee, as determined by the Association not later than December 1 of the instructional year.

#### **Section 13.4. Religious Non-Association.**

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association, by payroll deduction.

An employee seeking to exercise the right to religious non-association will notify the local PSE Chapter President in writing of the desire to do so, with a copy of the notification provided to the employer's payroll office. The notification will state the basis for the employee's assertion of the right of religious non-association, and a nonreligious charity, selected from the PSE state master list of nonreligious charities, to which the employee desires contributions to be made. At the time notification

1 is given, the objecting employee will execute a payroll deduction authorization in favor of the selected  
2 charity. If there is a dispute regarding the employee's eligibility for religious non-association, or the  
3 charity to which contributions will be paid, the employer shall commence withholding PSE dues which  
4 the employee would otherwise be obligated to pay, and these dues shall be held, by the employer until  
5 the dispute is resolved. Upon resolution, the amounts will be paid over to the appropriate entity. If the  
6 employee and the Association cannot agree, the dispute shall be resolved by the Public Employees  
7 Relation Commission (PERC) pursuant to RCW 41.56.122.

8  
9 **Section 13.5. Voluntary Political Action Contribution.**

10 The District shall upon receipt of a written authorization form that conforms to legal requirements,  
11 deduct from the pay of such bargaining unit employees the amount of contribution the employee  
12 voluntarily chooses for deduction for political purposes and shall transmit the same to PSE on the PSE  
13 dues remittal check. Section 13.7 of the Collective Bargaining Agreement shall apply to these  
14 deductions. The employee may revoke the request at any time. At least annually, the employee shall be  
15 notified by the Association about the right to revoke the request.

16  
17 **Section 13.6. Deductions and Transmittal of Dues.**

18 The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of  
19 any employee after authorization of such deductions in writing pursuant to RCW 41.56.110. The  
20 District shall transmit all such funds deducted to the treasurer of the Public School Employees of  
21 Washington/SEIU Local 1948 on a monthly basis. Information provided will include: name, home  
22 address, hire date, and work location. The District will supply a comprehensive electronic list of all  
23 bargaining unit employees with the above information to PSE of Washington upon request, provided  
24 that such lists are not requested more than four (4) times each calendar year.

25  
26 **Section 13.7. District Held Harmless.**

27 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,  
28 and the Association shall indemnify and hold the District harmless for any and all claims, grievances,  
29 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action  
30 taken by the District for the purpose of complying with any of the provisions of this Article of the  
31 Agreement.

32  
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34  
35 **ARTICLE XIV**

36  
37 **GRIEVANCE PROCEDURE**

38  
39 **Section 14.1. Definitions.**

40  
41 **Section 14.1.1. Grievant.**

42 A "grievant" shall mean an employee within the bargaining unit or a group of such employees  
43 subject to the terms of this Agreement filing a grievance.

44  
45 **Section 14.1.2. Grievance.**

46 A "grievance" shall mean a claim by a grievant that there has been a violation,  
47 misinterpretation or misapplication of the terms of this Agreement.

1 **Section 14.1.3. Days.**

2 “Days” shall mean employee employment days unless otherwise stated.

3  
4 **Section 14.2. Grievance Principles and Rights.**

5  
6 **Section 14.2.1. Right to File a Grievance.**

7 Every employee covered by this Agreement shall have the right to present grievances as herein  
8 above defined in accordance with the procedures herein set forth, with or without  
9 representation of the Association representative.

10  
11 **Section 14.2.2. Submission of Grievance.**

12 The submission of a grievance or grievances hereunder shall be limited to those grievances  
13 arising out of or involving the interpretation or application of the express terms of this  
14 Agreement or an alleged violation of express terms of this Agreement.

15  
16 **Section 14.2.3. Grievance Process.**

17 All grievances shall be submitted in writing and shall contain not less than the following  
18 information:

- 19 A. The party to whom the grievance is addressed;  
20 B. The grievant’s name, address and home phone number,  
21 C. The grievant’s position with the District and the department in which the grievant  
22 works;  
23 D. A description of the procedures which have previously been taken by the grievant;  
24 E. Specific identification of the grievance, including identification of that portion of the  
25 contract involved in the grievance and a clear statement of the facts which give rise to  
26 the grievance;  
27 F. The relief which the grievant is seeking;  
28 G. The grievance must be signed by the grievant.

29  
30 **Section 14.2.4. Grievance Timelines.**

31 Any grievant, who shall not timely file or pursue a grievance in accordance with these  
32 procedures or within the time limit specified, waives the right to pursue such a grievance and  
33 will be barred from pursuing or further appeal of such grievance. Time limits may be extended  
34 or otherwise altered by written, mutual agreement.

35  
36 **Section 14.2.5. Timely Filing.**

37 If, after timely filing a grievance, appropriate action is not taken by the Supervisor or person  
38 required to take action, the grievant may proceed to and appeal the grievance to the next  
39 appropriate level.

40  
41 **Section 14.2.6. Discipline Reprisal.**

42 No individual, who participates in a grievance procedure as a grievant or otherwise, shall be  
43 subject to disciplinary reprisal because of any such participation.

44  
45 **Section 14.2.7. Grievance Representation.**

46 Any party covered by this grievance procedure has the right to be represented in the grievance  
47 process. Any party covered by this grievance procedure has the right to pursue his grievance  
48 without representation.

1 **Section 14.2.8. Discussion with Administration.**

2 Nothing in this grievance procedure or agreement shall be construed to prevent any individual  
3 from discussing a problem with the administration or having it adjusted without intervention or  
4 representation of the Association representative.  
5

6 **Section 14.2.9. Investigation of Grievances.**

7 Association representatives may investigate grievances of employees and advise employees of  
8 rights and procedures relative to grievances. Association representatives shall have the right to  
9 advise the District of the Association's position on any grievance which has been filed, even  
10 though the employee has indicated a desire not to pursue a grievance.  
11

12 **Section 14.3. Procedures.**

13  
14 **Section 14.3.1. First Step.**

15 An attempt shall be made to resolve any grievance by an informal, verbal discussion between  
16 the grievant and his immediate superior.  
17

18 **Section 14.3.2. Second Step.**

19 If the grievance cannot be resolved informally under the first step, the grievant may file the  
20 grievance in writing with his supervisor and shall file a copy with the office of the  
21 Superintendent. The written grievance must be filed within twenty (20) days of the occurrence  
22 of the event which gave rise to the grievance. The supervisor having authority to render a  
23 decision on the grievance and shall communicate it in writing to the grievant and the  
24 Superintendent within ten (10) days of the receipt of the grievance.  
25

26 **Section 14.3.3. Third Step.**

27 If the decision reached at the second step does not satisfactorily resolve the grievance and the  
28 Association believes the grievance to be valid, the grievant may file an appeal from that  
29 decision with the Superintendent within ten (10) days. The appeal shall contain the original  
30 grievance and the decision at the second step. Within five (5) days after filing the appeal, the  
31 grievant, supervisor and Superintendent or his designee shall meet to resolve the grievance. If a  
32 satisfactory resolution of the grievance is reached, it shall be reduced to writing and subscribed  
33 by the parties involved. If an agreed resolution is not reached, the Superintendent or his  
34 designee shall render a decision in writing within ten (10) days of the last meeting of the parties  
35 and deliver it to all parties in interest.  
36

37 **Section 14.3.4. Fourth Step.**

38 If no satisfactory resolution is reached at the third step, the grievant may appeal the  
39 Superintendent's decision to the School Board of Directors within ten (10) workdays of receipt  
40 of the Superintendent's decision. The School Board of Directors shall have ten (10) workdays  
41 to respond to the grievance. If the grievant does not accept the School Board's decision, the  
42 grievance may be submitted (re: Step Five) to an arbitrator who is mutually acceptable to both  
43 parties.  
44

45 If the parties cannot agree upon the arbitrator, a panel of five (5) arbitrators will be requested  
46 from the Public Employment Relations Commission. The parties shall alternately strike  
47 arbitrators' names from the list until one (1) arbitrator remains, and the remaining arbitrator  
48 shall hear the grievance.

1 **Section 14.3.5. Fifth Step.**

2 If the grievance is not resolved at step four, within fifteen (15) workdays following the decision  
3 of the school board of directors the grievant may demand arbitration. Arbitration proceedings  
4 shall be at the convenience of the arbitrator. If such hearings are on school time, witnesses who  
5 are employees shall not be penalized in any manner for their necessary participation. The  
6 expense of such arbitration shall be borne equally by the District and the Association.  
7

8 Neither party shall be permitted to submit any evidence in the arbitration proceeding which was  
9 not submitted to the other party prior to the request for arbitration. The arbitrator's decision  
10 shall be confined to the interpretation and application of the specific terms of the contract. The  
11 decision of the arbitrator shall be final and binding upon the parties.  
12  
13  
14

15 **ARTICLE XV**

16 **SALARIES AND EMPLOYEE COMPENSATION**

17 **Section 15.1. Pay.**

18 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
19 worked, unless compensatory time is accrued at the employee's option. Each employee shall receive a  
20 full accounting and itemization of authorized deductions, hours worked, and rates paid with each pay  
21 check.  
22  
23  
24

25 **Section 15.2. Salaries.**

26 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
27 Schedule A attached hereto and by this reference incorporated herein.  
28

29 **Section 15.2.1. Schedule A Salaries.**

30 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the  
31 terms and conditions of Article XVI, Section 16.3. Should the date of execution of this  
32 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive  
33 to the effective date. Schedule A and benefits shall be a subject of negotiation on an annual  
34 basis unless otherwise specifically waived by PSE and the District by mutual agreement.  
35

36 **Section 15.2.2. Retroactive Pay.**

37 Retroactive pay, where applicable, shall be paid in full on the first regular pay day following  
38 execution of this Agreement, if possible, and in any case not later than the second regular pay  
39 day.  
40

41 **Section 15.2.3. Incremental Steps.**

42 Incremental steps, where applicable, shall take effect on September 1 of each year during the  
43 term of this Agreement; provided the employee has been actively employed continuously for at  
44 least one-half (1/2) of the previous employment year.  
45

46 **Section 15.3. Calculating Daily Hours.**

47 For the purpose of calculating daily hours, time shall be rounded off to the nearest quarter hour  
48 provided that all work in excess of the normal shift must have prior approval.

1 **Section 15.4. Personal Vehicle Usage.**

2 Any employee required to use his personal vehicle to travel in the performance of his work shall be  
3 reimbursed at the rate established under RCW 43.03.060 for State employees.

4  
5 **Section 15.5. Overnight Reimbursement.**

6 Employees required to remain overnight on District business shall be reimbursed for reasonable  
7 expenses for room and board. Employees shall not be required to share a hotel accommodation with an  
8 employee of the opposite gender.

9  
10 **Section 15.6. Reimbursement for Condition of Employment.**

11 The District shall pay one hundred percent (100%) of costs for a physical examination, health  
12 certificate, immunizations, and/or X-rays when such are required as a condition of employment.

13  
14 **Section 15.7. Protective Clothing.**

15 The District agrees to furnish the following:

- 16 A. Coveralls, plus laundering to the Bus Mechanic, Bus Serviceman and the Heating/Plumbing  
17 Engineer.  
18 B. Two (2) hats per year, two (2) shirts and one (1) coat as needed for Security Personnel.  
19 C. One-hundred, forty (\$140.00) stipend for purchase of protective clothing every other year for  
20 Groundskeepers.

21  
22 **Section 15.8. Meal Reimbursement.**

23 Meals will be reimbursed according to District Policy. To be reimbursed for a full day of meals, an  
24 employee must be gone from the District before 8:00 a.m. and return after 5:00 p.m. Bus Drivers that  
25 are on a trip and have no place to purchase their breakfast/lunch/dinner at their destination, these meals  
26 may be purchased in town on the same day prior to leaving for their trip when pre-approved by the  
27 transportation supervisor. When an employee is away for a partial day or during the succeeding day of  
28 an overnight trip, meals will be reimbursed on the following schedule:

- 29 • Breakfast – away from the District before 8:00 a.m.  
30 • Lunch – away from the District after 12:00 p.m.  
31 • Dinner – away from the District after 5:00 p.m.

32  
33 U.S. General Services (GSA) Per Diem Rates will be followed for meal reimbursements.

34  
35 **Section 15.9. District Training Sessions.**

36 Employees shall be compensated in accordance with this Agreement for all hours necessary for  
37 attendance at District required training sessions. Mileage and expenses shall be paid by the District  
38 when appropriate.

39  
40 **Section 15.10. Job Descriptions.**

41 The District shall provide employees with up-to-date job descriptions at the beginning of each school  
42 year. Major modifications of existing positions or the creation of new positions shall require the  
43 opening of this Agreement to negotiate an appropriate wage. Copies of all job descriptions will be  
44 forwarded to the Chapter President at the beginning of each school year no later than September 15th.

45  
46 **Section 15.11. Planning/Prep Time/E-mail Time.**

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

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**ARTICLE XVI**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 16.1. Term of Agreement.**

The terms of the Agreement are from September 1, 2018 to August 31, 2021.

**Section 16.2. Provisions of Agreement.**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

**Section 16.3. Openers.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. This Agreement shall be reopened annually to renegotiate Schedule A and fringe benefits and shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

**Section 16.4. State or Federal Statutes.**

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

**Section 16.5. Overload of Mechanic Work.**

The District may use a willing maintenance employee during the school year to help perform overload mechanic work or routine maintenance of school district vehicles. Maintenance employees will not be assigned transportation work for which they are not a willing participant.

**ARTICLE XVII**

**PARA-INTERPRETERS**

**Section 17.1. Interpreters.**

Employees who perform interpreter duties shall be compensated at one dollar (\$1.00 Schedule A rate) above their normal rate of pay when working outside of their daily scheduled contracted workday.

**Section 17.1.1. Duties Assigned.**

All such duties must be specifically directed by an administrator.

**Section 17.2. Confidentiality.**

The district shall provide instruction when necessary for employees utilized in this capacity. 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

EPHRATA CHAPTER

EPHRATA SCHOOL DISTRICT #165

BY: \_\_\_\_\_  
Mark Wanke, Chapter President

BY: \_\_\_\_\_  
Dan Martell, Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**SCHEDULE A  
EPHRATA SCHOOL DISTRICT # 165  
SEPTEMBER 1, 2018 – AUGUST 31, 2019**

PERCENT INCREASE	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031
	BASE	After 5 yrs	After 7 yrs	After 9 yrs	After 11 yrs	After 13 yrs	After 15 yrs	After 17 yrs	After 19 yrs	After 20 yrs	After 21 yrs	After 24 yrs
STEPS	1-5	6-7	8-9	10-11	12-13	14-15	16-17	18-19	20	21	22-24	25+

**SECRETARIAL/ CLERICAL (3.1%)**

Secretary	20.70	21.29	21.53	21.77	22.00	22.24	22.48	22.71	22.94	23.17	23.42	23.68
Secretary Nurse's Assistant	18.75	19.35	19.58	19.83	20.05	20.29	20.53	20.76	21.00	21.23	21.49	21.74
Office Para Educator	17.43	18.02	18.25	18.50	18.73	18.97	19.21	19.44	19.68	19.91	20.17	20.42

**LUNCH PROGRAM (3.1%)**

Cook / Baker	16.74	17.34	17.58	17.81	18.04	18.28	18.53	18.75	18.99	19.23	19.49	19.74
Server	16.14	16.72	16.96	17.20	17.43	17.67	17.91	18.14	18.37	18.61	18.87	19.13
Lunch-wagon	18.80	19.38	19.62	19.86	20.09	20.33	20.56	20.80	21.03	21.27	21.53	21.79

Asst. Manager (Added to Cook Rate) \$1.50 more per hour

**PARAEDUCATOR (3.1%)**

Para Educator	17.43	18.02	18.25	18.50	18.73	18.97	19.21	19.44	19.68	19.91	20.17	20.42
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Para Educators working with high needs students will receive \$1.00 more per hour above their normal rate of pay.

Para-Interpreters working outside their daily scheduled contracted workday will receive \$1.00 more per hour above their normal rate of pay.

**THERAPY ASSISTANTS (3.1%)**

Brailist w/Certification	26.06	26.65	26.89	27.13	27.36	27.61	27.84	28.07	28.31	28.55	28.81	29.06
Brailist w/o Certification	22.33	22.93	23.16	23.39	23.63	23.87	24.10	24.33	24.58	24.82	25.07	25.33
Speech Lang. Pathology Asst w/Certification	26.06	26.65	26.89	27.13	27.36	27.61	27.84	28.07	28.31	28.55	28.81	29.06

**SECURITY (3.1%)**

Security Officer	18.80	19.38	19.62	19.86	20.09	20.33	20.56	20.80	21.03	21.27	21.53	21.79
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**SCHEDULE A  
EPHRATA SCHOOL DISTRICT # 165  
SEPTEMBER 1, 2018 – AUGUST 31, 2019**

PERCENT INCREASE	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031
	BASE	After 5 yrs	After 7 yrs	After 9 yrs	After 11 yrs	After 13 yrs	After 15 yrs	After 17 yrs	After 19 yrs	After 20 yrs	After 21 yrs	After 24 yrs
STEPS	1-5	6-7	8-9	10-11	12-13	14-15	16-17	18-19	20	21	22-24	25+

**MAINTENANCE/CUSTODIANS**

Custodial (3.1% + \$.50/hour)	20.37	20.96	21.20	21.43	21.67	21.91	22.15	22.37	22.61	22.85	23.10	23.36
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\*Custodian/Evening (\$0.50/hour added to Custodial Rate)

Grounds (3.1% + \$0.50 per hour)	21.59	22.18	22.41	22.65	22.89	23.12	23.36	23.60	23.84	24.06	24.32	24.58
Heating/Plumbing Engineer (3.1% + 1.00 per hour)	24.79	25.37	25.61	25.85	26.08	26.32	26.56	26.79	27.02	27.26	27.52	27.78
General Maintenance (3.1% + \$.50 per hr)	21.59	22.18	22.41	22.65	22.89	23.12	23.36	23.60	23.84	24.06	24.32	24.58
Carpenter (3.1% + \$1.00 per hour)	24.79	25.37	25.61	25.85	26.08	26.32	26.56	26.79	27.02	27.26	27.52	27.78
HVAC (3.1% + \$1.00 per hour)	25.31	25.91	26.14	26.37	26.61	26.85	27.08	27.32	27.56	27.80	28.05	28.31
HVAC / R Specialist (3.1% + 1.00 per hour)	32.22	32.82	33.05	33.28	33.52	33.75	33.99	34.23	34.47	34.70	34.90	35.16

**TECHNOLOGY (3.1%)**

Entry Level Telecom Technician	20.59	21.18	21.41	21.65	21.89	22.13	22.35	22.59	22.83	23.07	23.33	23.59
Telecommunication Technician I	23.70	24.29	24.53	24.76	25.00	25.24	25.48	25.71	25.95	26.19	26.45	26.70
Telecommunication Technician II	25.39	25.98	26.22	26.46	26.69	26.93	27.17	27.40	27.64	27.88	28.14	28.39
Telecommunication Technician III	28.99	29.52	29.75	29.98	30.23	30.47	30.69	30.93	31.17	31.40	31.66	31.92

**TRANSPORTATION**

*Mechanic (3.1% + \$1.00 per hour)	23.75	24.34	24.58	24.82	25.05	25.29	25.53	25.75	25.99	26.23	26.49	26.74
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\*Bus Mechanics with an ASE certification will receive an additional (2%) more per hour above their hourly rate of pay.

Mechanic Helper (3.1% + \$1.00 per hour)	20.89	21.48	21.71	21.95	22.19	22.42	22.66	22.89	23.13	23.36	23.62	23.88
Bus Driver (all columns shift to the left + 3.1%)	22.02	22.25	22.49	22.72	22.96	23.20	23.43	23.67	23.90	24.14	24.39	24.65

\*Certified Bus Driver Trainer will receive an additional (\$0.75) more per hour above their hourly rate of pay when training.

Bus Monitor (3.1% + \$1.00 per hour)	18.47	19.05	19.29	19.53	19.76	20.00	20.24	20.48	20.71	20.94	21.20	21.46
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\*High Needs Bus Monitors working with high needs students will receive an additional (\$1.00) more per hour above their hourly rate of pay.

Lead Diesel Mechanic (3.1% + 1.00 per hr)	26.42	27.01	27.25	27.49	27.72	27.96	28.20	28.43	28.67	28.91	29.17	29.42
Dispatcher (3.1%)	18.66	19.25	19.49	19.72	19.96	20.20	20.43	20.67	20.91	21.15	21.40	21.66
Transportation Specialist I (3.1%)	20.50	20.75	21.01	21.27	21.53	21.79	22.04	22.30	22.56	22.82	23.07	23.33

Revised 01-10-18 added Transportation Specialist 1

Revised 02-22-18 added Bus Driver Trainer

Revised 7.24.18 - Full CBA open - increases are indicated next to classification or job title.



**SCHEDULE A**  
**EPHRATA SCHOOL DISTRICT #156**  
**SEPTEMBER 1, 2015 – AUGUST 31, 2016**

(continued)

1. New employees will be put on a probationary step for ninety (90) workdays at ninety percent (90%) of their regular hourly rate.
2. Substitutes will be paid at probationary step and will not receive other benefits or contract rights as specified in Section 1.5.1.
3. A two and one-half percent (2-1/2%) salary bonus shall be paid for those employees with AA degrees or the equivalent in related areas of study.
4. Insurance benefits will be determined and administered according to Article XI.
5. Primary Duty Library Para Educators will work three (3) six (6) hour days prior to the first (1<sup>st</sup>) day of school and also two (2) six (6) hour days after the end of the school year.
6. Para Educators hired to work Para Educator positions or are doing professional development training or collaboration that is not during regular school hours, shall be paid at the para educator hourly rate of pay.