

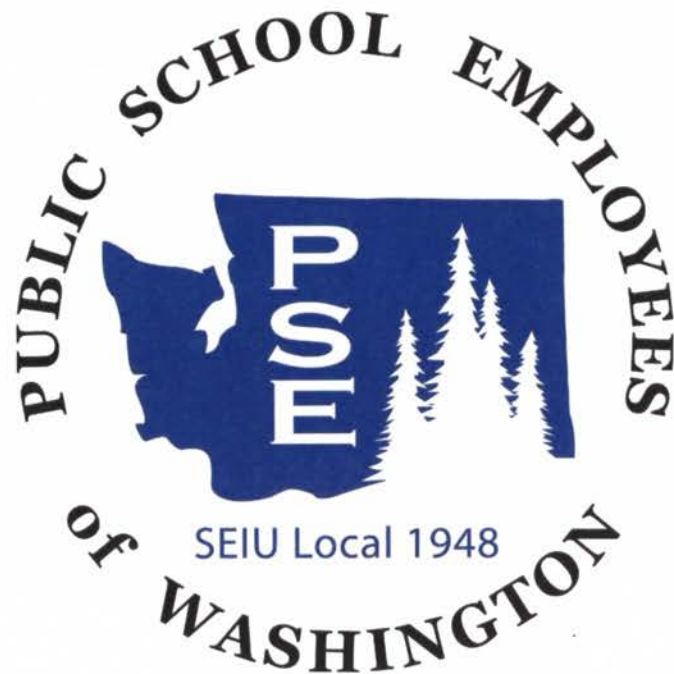
COLLECTIVE BARGAINING AGREEMENT BETWEEN

TAHOMA SCHOOL DISTRICT #409

AND

**PUBLIC SCHOOL EMPLOYEES OF
TAHOMA**

SEPTEMBER 1, 2015 - AUGUST 31, 2020



Public School Employees of Washington / SEIU Local 1948

P. O. Box 798

Auburn, Washington 98071-0798

1-866-820-5652

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1 classifications; provided, however, that the Executive Assistant to Superintendent/School Board (1),
2 Secretary to Assistant Superintendents (2), Accountant (1), Purchase/Risk Management Agent (1),
3 Human Resources Assistants (2), Maintenance and Facilities Foreman (1), and Supervisors of
4 Transportation, Maintenance, Food Service, Technology, and Extended Enrichment Program (EEP)
5 shall be excluded pursuant to Section 1.2 above.

6
7 **Section 1.5. Definitions.**

8
9 **Section 1.5.1.**

10 Full-time equivalent (FTE): For purposes other than insurance benefits as provided herein, the
11 percentage of the total annual hours, including paid holidays worked by an employee, shall be
12 based on two thousand eighty (2,080) annual hours. For computation of insurance benefits, the
13 percentage shall be based on one thousand four hundred forty (1,440) annual hours.

14
15 **Section 1.5.2.**

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

19
20 **Section 1.5.3.**

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

23
24 **Section 1.5.4.**

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

27
28 **Section 1.5.4.1. First 90 Days.**

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

37
38 **Section 1.5.4.2. After 90 Days.**

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

1 **Section 1.5.4.3.**

2 Positions Becoming Permanent. Temporary employees who become permanent in the
3 same position shall have their seniority date adjusted retroactive to temporary hire date
4 after completion of the probationary period. Probationary period shall start on the date
5 of Board hire.
6

7 **Section 1.5.5. Substitute Employee.**

8 An employee who is employed by the District as a replacement for another employee who is on
9 leave or absent, or is in a position while that position is posted and being filled pursuant to
10 Section 10.9. Substitute employees who work more than thirty (30) cumulative days during the
11 current or immediately preceding school year are included in the bargaining unit. No other
12 provision of this collective bargaining agreement shall apply to bargaining unit substitute
13 employees, unless specifically stated. Substitute employees may be scheduled for any amount
14 of time, except for substitute bus drivers who shall work a minimum of two (2) hours. Bus
15 drivers working as a substitute bus assistant shall be paid their regular wage.
16

17 **Section 1.5.6. Leave Replacement Employee.**

18 Except when circumstances are detrimental to the education of students or creates a hardship to
19 the department, employees may take a leave from their current position to fill temporary
20 positions within the same department or building coming open because of a leave anticipated to
21 exceed 45 working days if the position has greater hours or a higher rate of pay. A leave
22 replacement employee hired from within the bargaining unit shall have all contractual rights
23 and shall return to his/her former position at the time the initial employee on leave returns,
24 subject to Article X. A leave replacement employee hired from outside the bargaining unit
25 shall have all contractual rights subject to Article X for the duration of that position.
26

27 **Section 1.5.7.**

28 The District reserves the right to employ student helpers provided that the following guidelines
29 will be observed:
30

- 31 A. Student helper positions must be a part of an educational, student corrective action,
32 work training program or a summer crew limited to no more than 120 hours per day or
33 such greater number approved by the Association through the Conference Committee.
34 Such summer crew positions shall be posted before school is out for the summer.
- 35
- 36 B. Employees who have students placed with them shall have input into that decision.
- 37
- 38 C. Students shall be paid no more than the minimum wage or food service meals, if at all.
- 39
- 40 D. Student helpers will be excluded from the bargaining unit.
- 41
- 42 E. With the consent of the food service manager at a particular building, student helpers
43 may also be used in the food service program.
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1 **Section 1.5.8.**

2 Employees who are selected for interim supervisory District positions outside of the bargaining
3 unit may retain their seniority within the bargaining unit and a right to their former assignment
4 for up to one (1) year. The employee will retain accrued sick leave and vested vacation rights
5 and will continue to accrue seniority during such leave.
6

7 **Section 1.5.9. Light-Duty Positions.**

8 The District may create temporary light-duty positions for employees with open Labor &
9 Industries claims receiving time-loss benefits. The positions will be paid minimum wage. The
10 District will submit proposed job descriptions to PSE for approval. The filling of such
11 positions shall be exempt from the posting and seniority provisions of Sections 10.7 and 10.9.
12 Employees filling such positions shall not earn additional seniority in any classification or
13 replace current bargaining unit employees.
14

15 **Section 1.5.10. On Call Positions.**

16 The parties agree that under limited and unique conditions, “on-call” positions performing
17 bargaining unit duties and without a definite and regular shift (as per Sections 7.1, 7.2 of this
18 Agreement) may be appropriate. These positions may exist when the demand for specific
19 services is on a cyclical or on-demand basis which would not support a regular continuing
20 position on a regular schedule. The need, as well as the compensation for such positions, will
21 be the subject of bargaining and shall require mutual agreement between the District and the
22 Association. No other provisions of this bargaining agreement shall apply.
23

24 **Section 1.5.11. Vine Maple Homeless Transition Program.**

25 The District will be providing “job shadow” opportunities for mothers who are a part of the
26 Vine Maple Homeless Transition Program. These opportunities are intended to provide insight
27 and training for participants to transition into the workplace but will not supplant either existing
28 or potential PSE bargaining unit positions. Participants will not be subject to bargaining unit
29 rights nor in any way considered employees by either the District or union. PSE agrees to
30 support and accommodate program participants. The District agrees to review the program’s
31 impact on bargaining unit positions if requested by PSE.
32
33
34

35 **ARTICLE II**

36 **RIGHTS OF THE EMPLOYER**

37
38
39 **Section 2.1.**

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

1 **Section 2.2.**

2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
3 District.

4
5 **Section 2.3.**

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

11
12 **Section 2.4.**

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

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20 **ARTICLE III**

21
22 **RIGHTS OF EMPLOYEES**

23
24 **Section 3.1.**

25 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
26 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
27 The freedom of such employees to assist the Association shall be recognized as extending to
28 participation in the management of the Association, including presentation of the views of the
29 Association to the Board of Directors of the District or any other governmental body, group, or
30 individual. Neither the District, nor the Association, shall in any way interfere with or discriminate
31 against the employees in the exercise of their rights as defined in Chapter 41.56 - the Public
32 Employees' Collective Bargaining Act.

33
34 **Section 3.2.**

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

37
38 **Section 3.3.**

39 An employee shall be entitled to and be informed of his/her right to have present a representative of the
40 Association during any disciplinary action excluding informal warnings, criticism or suggestions for
41 improvement which independently do not form a basis for formal action. (See Weingarten Rights
42 described in Appendix A.) When a request for such representation is made, no action shall be taken
43 with respect to the employee until such representative of the Association is present or until two (2)
44 days have passed after such request. In emergency conditions, in cases where health, safety and well-
45 being of students, other employees, or District patrons necessitate immediate disciplinary action, the
46 District will notify the Association as soon as reasonably possible that action has been taken.

1 **Section 3.4.**

2 In keeping with Federal and State laws neither the District nor the Association shall unlawfully
3 discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex,
4 religion, age, honorably discharged veteran or military status, sexual orientation including gender
5 expression or identity, marital status or because of the presence of any sensory, mental or physical
6 disability, or the use of a trained dog guide or service animal by a person with a disability.
7

8 **Section 3.5.**

9 In keeping with Federal and State laws it shall be the responsibility of the District to provide each
10 employee a safe area in which to perform assigned duties.
11

12 **Section 3.6.**

13 There shall be one official personnel file maintained in the Human Resources Office for each
14 employee. This shall not prevent a supervisor from maintaining a working file. Such file shall only
15 contain information which has occurred during the current school year. Both "working" files and
16 "personnel" files are available for inspection by the employee. Anyone at the employee's request may
17 be present at this inspection. A District representative shall also be present during such inspection.
18 Upon request, the employee and/or the Superintendent or his/her official designee shall sign an
19 inventory sheet.
20

21 **Section 3.6.1.**

22 No derogatory material may be entered into an employee's personnel file unless he/she has had
23 an opportunity to read and respond to it. The employee shall be asked to sign the item
24 indicating that he/she has read the material. Such signature does not indicate agreement. Any
25 employee written comments shall be permanently attached to the derogatory material.
26

27 **Section 3.6.2.**

28 Official letters of commendation, certificates of workshops attended, and official class
29 transcripts shall be entered in the employee's file upon his/her request. Items may be removed
30 from the file two (2) years after insertion provided that the employee has the opportunity to be
31 present to take possession of the materials.
32

33 **Section 3.6.3.**

34 Provided that no similar re-occurrences have been documented during the previous two (2)
35 years, the Association can request removal of materials from an individual's file.
36

37 **Section 3.7.**

38 If any other bargaining unit receives District insurance coverage for vandalized vehicles, PSE members
39 will receive the same benefit.
40

41 **Section 3.7.1.**

42 No employee shall be required to transport students or District equipment and materials in their
43 own private vehicles. Any employee who chooses to do so with authorization of an
44 administrator shall be covered by District insurance, but such insurance is secondary to their
45 own. All employees shall follow District Policy 6625 when using their own private vehicles.
46
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1 **Section 3.8.**

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

8
9 **Section 3.9. Cameras on Buses.**

10 Video cameras are a tool to assist bus drivers in monitoring students on the bus and to provide security
11 for students, staff and District property at school buildings. Video may be used like any other evidence
12 in cases involving safety concerns or allegations of employee misconduct, but shall not be used to
13 monitor employee performance only without prior approval of the employee and Association. Drivers
14 may view video of their run upon request and may invite another person to view the same. A driver
15 will be notified when video from his or her bus is pulled for viewing, except when the video is pulled
16 to investigate employee misconduct, in which case any evidence of misconduct will be shared with the
17 employee prior to any disciplinary action. Video will not be reviewed by non-supervisory employees
18 who do not have a job duty that requires the viewing of the video.

19
20 **Section 3.10. Cameras at Buildings.**

21 The presence of security cameras at school buildings will be disclosed to the Association upon request.
22 Video may be used like any other evidence in cases involving safety concerns or allegations of
23 employee misconduct, but shall not be used to monitor employee performance only without prior
24 approval of the employee and Association. Video will not be reviewed by non-supervisory employees
25 who do not have a job duty that requires the viewing of the video.

26
27 **Section 3.11 Workplace Harassment and Bullying.**

28 Employees are protected from workplace harassment and bullying under Board Policy 3207.
29
30
31

32 **ARTICLE IV**

33 **RIGHTS OF THE ASSOCIATION**

34
35
36 **Section 4.1.**

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

42
43 **Section 4.2.**

44 The Association is entitled to have an observer at hearings conducted by any District official or body
45 arising out of grievance and to make known the Association's views concerning the case.
46
47
48

1 **Section 4.3.**

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

5
6 **Section 4.4.**

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

12
13 **Section 4.5.**

14 On or before the first day of October of each year during the term of this Agreement, the District shall
15 provide Public School Employees of Washington with the following information regarding each
16 employee in the bargaining unit: Name, address, position, hire date, birth date, hours, and hourly rate.
17 This information shall be supplemented and revised monthly as changes occur.

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

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

26
27 **Section 4.6.1.**

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

33
34 **Section 4.7.**

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

37
38 **Section 4.8.**

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

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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

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

Section 5.2.

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

Section 5.3.

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

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

Section 5.4.

Prior to adopting a student school year calendar, the District will solicit input and calendar preferences from the bargaining unit members through the Association leadership.

Section 5.5.

The District and Association shall appoint a committee (five members appointed by the District and five members appointed by the Association) to develop and recommend a new reclassification system prior to September 1, 2015. The committee shall make their recommendation to the Conference Committee who will develop a letter of agreement and seek approval from the Association membership and District leadership.

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ARTICLE VI

EVALUATION

Section 6.1. Time and Frequency.

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

Section 6.2. Responsibility.

Paraeducators shall be evaluated by the principal, assistant principal, dean or other certificated District administrator or coordinator. Other employees shall be evaluated by their administrative supervisor although data may be provided by other employees under Section 6.3 below.

Section 6.3. Data.

The evaluator will gather data to use in completing the evaluation, including direct observations and input from certificated and classified staff who work directly with the employee. We believe evaluations should be timely, fair, accurate and based on data. Upon request, the employee shall have the right to review records of any data gathered in this process.

Section 6.4. Feedback and Response.

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

Section 6.5 Professional Growth Option.

Any employee who has had four (4) consecutive years of satisfactory evaluations may request a professional growth option (PGO) instead of the evaluation process described in Section 10.16. Such request must be made, and the professional growth action plan must be developed by November 15th of any school year and is subject to the approval of the supervisor. Either the employee or the District may require that the regular evaluation of Section 10.16. be used in lieu of PGO in any year provided that the notice to use the regular form is given prior to February 1 of the respective year. The PGO employee and the supervisor, peer coach or other participants in the PGO goals will meet informally throughout the year to discuss goal progress. All 180-day employees shall meet with their supervisor prior to the end of the school year to analyze data, review success of goals and to sign a verification form for the personnel file. All other employees shall meet with their supervisor for such meeting by the employee's last working day of the present school year.

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ARTICLE VII

HOURS OF WORK

Section 7.1. Assigned Hours of Work.

Section 7.1.1.

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

Section 7.1.2.

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

Section 7.1.3.

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

Section 7.1.4.

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

Section 7.1.5.

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

Section 7.1.6.

At the discretion of the Superintendent, during the periods when school is not in session, the workweek and shift of employees may consist of four (4) consecutive days of ten and one-half (10½) hours a day, including a forty (40) minute uninterrupted lunch period and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period.

Section 7.1.7.

All employees reporting to work shall receive a minimum of two (2) hours pay at base rate, even though the employee is dismissed from regular shift because of school closures; provided, however, that an employee shall not receive such compensation when the employee has

1 reasonable notice from the District not to report. The District, at its option, may require two (2)
2 hours work at the time of call.

3
4 **Section 7.1.8.**

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

9
10 **Section 7.2. Meal Periods and Breaks.**

11
12 **Section 7.2.1.**

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

21
22 **Section 7.2.3.**

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

28
29 **Section 7.3. Overtime and Compensatory Time.**

30
31 **Section 7.3.1.**

32 Except as provided below, all employees subject to this Agreement, except Bus Drivers, shall
33 be compensated at the rate of one and one-half (1½) times their base hourly rate for all hours
34 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and on the sixth
35 (6th) or seventh (7th) consecutive workday. Official holidays, vacation days and sick leave,
36 but not compensatory time, are to be included as hours worked for the purpose of counting
37 weekly hours. Holidays worked will be paid at employee's hourly rate plus time and a half.

38
39 All time worked by custodians on Sundays shall be paid at twice the employee's regular hourly
40 rate (with night shift differential only added for work within the second shift hours). Other
41 employees specifically required by their supervisor to work on Sunday, excluding employees
42 who are regularly scheduled to work on Sundays, shall also be paid at twice the employee's
43 regularly hourly rate.

44
45 **Section 7.3.2.**

46 When working an alternative four-day workweek pursuant to Section 7.2.1, all hours worked in
47 excess of ten (10) hours per day instead of eight (8) hours per day, as well as work on the fifth

1 consecutive workday shall be compensated at a rate of one and one-half (1½) times the
2 employee's base pay.

3
4 **Section 7.3.3.**

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

7
8 **Section 7.3.4.**

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

13
14 **Section 7.3.5.**

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

17
18 **Section 7.3.6.**

19 Upon the prior mutual agreement of the employee and supervisor, an employee may accrue
20 compensatory time at the rates described in this section in lieu of wages. Employees may
21 accumulate a maximum of forty (40) hours of compensatory time and compensatory time may
22 be used only as scheduled by mutual agreement between the employee and the District.
23 Compensatory time should be scheduled prior to its accrual and must be used within ninety
24 (90) days of accrual. Compensatory time accumulated may not carry beyond ninety (90) days;
25 unused compensatory time will be paid for in the next available payroll, and therefore
26 exhausted.

27
28 **Section 7.3.7.**

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

32
33 **Section 7.4. Substituting for Absent Employees.**

34
35 **Section 7.4.1.**

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

42
43 **Section 7.4.2.**

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

1 **Section 7.5. Working in Higher Paid Position.**

2 A full-time or regular part-time employee requested to work the full shift for another employee in a
3 higher paid job description shall receive compensation at the higher classification on the first day of
4 assignment. Out of classification employees shall receive the entry level pay. If the permanent
5 employee substituting is currently at the entry level pay rate he/she earns entry level for this higher
6 position.

7
8 **Section 7.6. Camp Casey Work.**

9
10 **Section 7.6.1.**

11 Employees participating at Camp Casey as cooks shall receive \$17.37 per hour for all hours
12 worked while at Camp Casey. All hours will be time-carded and any hours over eight (8) hours
13 per day will be paid at overtime rate of time and a half. Additional time required by the cooks
14 prior to and following Camp Casey, will be pre-approved by the Camp Director and
15 compensated at the individual cook's per diem rate.

16
17 **Section 7.6.2.**

18 Employees participating at Camp Casey as assistants to the cooks shall receive \$13.88 per hour,
19 plus SNA certification, if applicable, for all hours worked while at Camp Casey. All hours will
20 be time-carded and any hours over eight (8) hours per day will be paid at overtime rate of time
21 and a half.

22
23 **Section 7.6.3.**

24 Employees participating at Camp Casey as nurses shall receive a \$50.00 stipend per day at
25 camp in addition to a wage equal to their regular hourly rate for eight hours per day (in lieu of
26 their regular daily salary).

27
28 **Section 7.6.4.**

29 Employees participating at Camp Casey as Paraeducators for disabled students, at the direction
30 of the Special Services Director, shall receive a \$100.00 stipend per day at camp in addition to
31 a wage equal to their regular hourly rate for eight hours per day (in lieu of their regular daily
32 salary).

33
34 **Section 7.6.5.**

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

39
40 **Section 7.7. Bus Drivers.**

41
42 **Section 7.7.1. Handbook.**

43 The Transportation Department has developed department procedures through a consensus
44 decision making process. These procedures are contained in the Transportation Handbook.
45 The provisions of this Handbook which impact wages, hours and working conditions are
46 incorporated by reference into this collective bargaining agreement (CBA). If any particular
47 provision of the Handbook conflicts with a provision of the CBA, the CBA shall control. The
48 Handbook may be modified by the approval of the Transportation Supervisor, the PSE unit

1 representative, and the consensus decision making team. The PSE unit representative has a
2 responsibility to keep the PSE Executive Board informed of changes being discussed and
3 making sure the Executive Board agrees with any changes in the handbook that impact wages,
4 hours or working conditions. If the supervisor, unit rep, and the consensus decision making
5 team cannot agree upon a change in the Handbook, the matter shall be referred to the
6 District/PSE Conference Committee for a decision.

7
8 **Section 7.7.2. Initial Assignment of Shifts.**

9 Shifts shall be based on the District-established routes and driving time and shall be initially
10 assigned by the Transportation Supervisor each school year considering available equipment,
11 employee seniority, employee skills, and known employee preferences.

12
13 **Section 7.7.3. Assignment by Seniority.**

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

18
19 If regular routes are consolidated after September 30 and the consolidation results in the loss of
20 a driving position, the displaced driver will be offered any regular run of equivalent or less time
21 held by a junior employee in accordance with Section 10.7. If a route (exclusive of shuttle time
22 and excluding special education runs) is reduced after September 30 by more than an average
23 of one-half (1/2) hour per day, the driver of that run shall be offered any run of equivalent or
24 less time held by a junior employee in accordance with Section 10.7. If a route (exclusive of
25 shuttle time and excluding special education runs) is increased after September 30 by more than
26 an average of one-half (1/2) hour per day, the route shall be posted and offered to senior
27 employees with less time in accordance with Section 10.7.

28
29 If no drivers bid a supplemental run, the run will then be assigned by the Transportation
30 Supervisor to the least senior driver who has not driven a supplemental route to date (except for
31 drivers excluded from midday runs due to other employment). After all drivers have driven a
32 supplemental route, the process will be repeated.

33
34 **Section 7.7.4. Adjustments to Daily Assigned Routes.**

35 The estimated time of all regular routes shall be adjusted for payroll purposes on or before
36 October 10 annually. Daily estimated route times shall be rounded upward to the nearest one-
37 sixth (10 minutes) of an hour. If actual shift time exceeds the assigned route time for ten
38 consecutive work days the driver may request that the assigned route time be reevaluated. The
39 District reserves the discretion to reevaluate and define daily assigned routes as deemed
40 efficient by the District.

41
42 **Section 7.7.5. Bus Clean-up and Pre-Trip.**

43 All bus driver personnel shall receive, in addition to actual hours of driving time, one-half (1/2)
44 hour per day for the purpose of bus cleanup and pre-trip.

45
46 **Section 7.7.6. Extra Transportation Trips.**

47 Extra transportation trips, other than regular daily assigned runs, shall be posted as soon as
48 possible after the District is notified of the trip. Such trips shall be awarded to the senior driver

1 signing up. No driver shall be eligible for such extra trips when it does not increase the driver's
2 time at least thirty (30) minutes over their regular assignment or their weekly accrued hours
3 would exceed forty (40) hours. Drivers shall be compensated at their regular hourly rate for the
4 duration of the trip.

5
6 **Section 7.7.7. Outside Charter.**

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

12
13 **Section 7.7.8. Overnight Trips.**

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

17
18 **Section 7.7.9. Actual Driving Time.**

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

21
22 **Section 7.7.10. Substitutes.**

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

26
27 **Section 7.7.11. Mandatory Meetings.**

28 The District Transportation Supervisor will schedule mandatory meetings at times that will
29 minimize the amount of layover for drivers. Drivers will be paid for up to twenty (20) minutes
30 layover time for such mandatory meetings and may be assigned job-related work during this
31 period of time.

32
33 **Section 7.7.12. Additional Work.**

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

38
39 **Section 7.7.13. Leave Replacement.**

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

44
45 **Section 7.7.14. Bus Assistants and Bus Monitors.**

46 Bus Assistant. The "Bus Assistant" position is in the "Educational Support" classification.
47 Bus Assistants shall be selected among applicants who (a) are also employed in another
48 position with the Educational Support classification, (b) who are regularly assigned to a school

1 site, and (c) whose daily schedule in their other instructional support position will not need to
2 be modified in order for them to serve as a Bus Assistant. Preference in filling Bus Assistant
3 positions shall be given to employees at the work site of the student(s) to be served with the
4 higher seniority in the Educational Support classification. Bus Assistants shall serve under the
5 direction and be evaluated by the Director of Special Services or her/his designee.
6

7 Bus Monitor. The “Bus Monitor” position is in the “Transportation” classification. Bus
8 Monitors shall be selected among applicants who either (a) do not serve in any other position
9 within the District or (b) serve in a position not within the Educational Support classification.
10 Seniority in the Bus Monitor position may not be used to receive preferential rights in positions
11 other than Bus Monitor within the Transportation classification.
12

13 **Section 7.8. Food Service.**

14 **Section 7.8.1.**

15 The time required for Food Service Employees to pick up and return food service vehicles will
16 be counted in time worked hours.
17

18 **Section 7.8.2.**

19 Food Service employees will be required to wear uniform tops. A minimum of two uniform
20 tops are to be provided to all Food Service employees every year by October 1. Aprons will be
21 provided upon request by the site manager.
22

23 **Section 7.8.3.**

24 Food service employees required to maintain a food worker card (see Chapter 246-217 WAC)
25 will be reimbursed by the District for the cost of receiving or renewing their food worker card.
26

27 **Section 7.9. Food Service Catering.**

28 **Section 7.9.1.**

29 Catering is defined as work performed by food service employees unrelated to National School
30 Breakfast and National School Lunch programs.
31

32 **Section 7.9.2.**

33 When an employee has two rates of pay within the Food Service classification, the employee
34 will be paid at the higher rate when working in catering jobs.
35

36 **Section 7.9.3.**

37 Food Service catering for special events and groups outside regular assigned work shall be
38 done through the regular day whenever possible.
39

40 **Section 7.9.4.**

41 In the event a catering assignment requires preparation outside normal work times as
42 determined by the supervisor, work shall be assigned to employees with preferential rights first
43 on the basis of site seniority and second on the basis of classification seniority. Only twenty-
44 four (24) hour notice is required. During the summer, the supervisor shall call employees in
45
46
47

1 classification seniority order until the job is filled. If the supervisor is unable to reach
2 employees on the first call, she/he shall continue to call down the seniority list. For this
3 section, each kitchen (including Central Kitchen) is considered a separate site.
4

5 **Section 7.9.5.**

6 In the event a catering job requires special skills and knowledge such as volume cooking or
7 baking, and the work cannot be done within the regular day, only employees with specific skills
8 and knowledge may complete the job, regardless of seniority. In the event the qualified
9 employee declines, other employees with training shall be offered the job by seniority.
10

11 **Section 7.9.6.**

12 Food Service employees may volunteer to work as the cook for a non-profit organization of
13 which they are a valid member. Substitutes and friends of members are not eligible to
14 volunteer.
15

16 **Section 7.10. Extended Enrichment Program Employees.**

17
18 **Section 7.10.1.**

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

29 **Section 7.10.2.**

30 EEP employees required to maintain a food worker card (see Chapter 246-217 WAC) will be
31 reimbursed by the District for the cost of receiving or renewing their food worker card.
32

33 **Section 7.11. Custodial and Maintenance Employees.**

34
35 **Section 7.11.1.**

36 All custodial and maintenance employees will be budgeted, supervised, evaluated and
37 addressed as part of the same department. Building principals will give input to the department
38 supervisor on evaluations and will be included in the selection process. Custodial and
39 maintenance employees will be involved in the management of their department through a
40 shared decision-making model, and such process will include input from employees in re-
41 assignments and additions of custodial hours as identified in the department decision making
42 matrix.
43

44 **Section 7.11.2.**

45 Daily work schedules for employees will be set by the district-wide department, and shared
46 with principals annually. The department supervisor will have the authority to temporarily
47 reassign staff to address emergencies or special projects at particular buildings. Principals will

1 still have the authority to make temporary changes in the daily schedules of custodians assigned
2 to their individual buildings to accommodate special events or projects at the building.

3
4 **Section 7.11.3.**

5 The District-wide department will support and assist classroom moves with at least eighty (80)
6 hours of custodial substitute time. Other classroom moves will be supported by the individual
7 building budgets. (See also Section 7.12.3.).

8
9 **Section 7.11.4.**

10 All Head Custodians shall pass a joint District/PSE approved test on the operation and
11 troubleshooting of the HVAC and Energy Management Systems for their assigned building
12 within six (6) months of their first day in the position with a minimum of 80% mastery.
13 Employees will be given two opportunities at a time mutually agreed by the employee and
14 supervisor to pass this specific test. A core sequence of professionally certified training on
15 these systems (based on a structured course outline) will be provided to the employee in block
16 periods of time, related to complexity of the building system to which they are assigned.
17 Current employees who are considering applying for open Head Custodian positions are
18 encouraged to participate in the District-sponsored training, and to pre-qualify by taking the
19 required assessment prior to applying for the position. The District will provide follow-up
20 training by the Maintenance Supervisor and/or other designated District mentor(s) of at least
21 five (5) documented hours per month for the first three months. Additional training may be
22 requested in writing by the employee. Failure to pass this assessment, given the two
23 opportunities, will result in separation from employment (under the same terms as would apply
24 to a probationary employee under Section 10.2.) or return to the previous position (under the
25 same terms as would apply to a trial period under Section 10.2.3.).

26
27 **Section 7.11.5.**

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

33
34 **Section 7.11.6.**

35 When an eight (8) hour night custodial shift needs to be covered, the four (4) hour custodian
36 will be given first opportunity to fill this open position. A substitute will then be called for the
37 four (4) hour position. This is specific to the job site and does not include covering shifts at
38 other buildings—only the building for which the four (4) hour person is assigned.

39
40 **Section 7.11.7.**

41 Employees in the maintenance/custodial department who accept an assignment for extra hours
42 or overtime, may change to a different available assignment without a minimum of 24 hours'
43 notice to be given during the work day.

1 **Section 7.12. Miscellaneous Provisions.**

2
3 **Section 7.12.1.**

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

9
10 **Section 7.12.2.**

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

15
16 **Section 7.12.3.**

17 Building administrators will provide notice to the technology specialists, custodians and their
18 supervisors at least two weeks prior to the last day of school of all classroom moves in a
19 building known at that time in order to allow them to plan for the change. (See also Section
20 7.11.3.).

21
22 **Section 7.12.4.**

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

25
26 **Section 7.12.5.**

27 Job sharing requests will be considered on a case-by-case basis by the District.
28
29
30

31 **ARTICLE VIII**

32 **HOLIDAYS AND VACATIONS**

33
34
35 **Section 8.1. Holidays**

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

- | | | | | | | | |
|----|-------------------------------------|----|-------------------------------------|----|----|----|----|
| 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 |
| | 1. New Year's Day | | 8. Thanksgiving Day | | | | |
| | 2. Martin Luther King, Jr. Birthday | | 9. Day after Thanksgiving | | | | |
| | 3. Presidents' Day | | 10. Day before or after Christmas* | | | | |
| | 4. Memorial Day | | 11. Christmas Day | | | | |
| | 5. Independence Day | | 12. Day before or after New Year's* | | | | |
| | 6. Labor Day | | 13. Friday of Spring Break** | | | | |
| | 7. Veterans' Day | | | | | | |

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

46 **Two hundred sixty (260) day employees only.
47
48

1 **Section 8.1.1. Unworked Holidays.**

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

8
9 **Section 8.1.2. Holidays During Vacation.**

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

12
13 **Section 8.2. Vacations.**

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

22
23 Upon completion of each of the first (1st), second (2nd), and third (3rd) years of employment with the
24 School District, less than full-year employees will have earned and shall be granted a pro-rated portion
25 of ten (10) days paid vacation. Upon completion of the fourth (4th) year of employment with the
26 School District, each less than twelve (12) month employee will have earned and will be granted a pro-
27 rated portion of one (1) additional day of paid vacation. Thereafter, each subsequent year of
28 employment completed will entitle the employee to a pro-rated portion of one (1) additional day of
29 paid vacation to a maximum of twenty (20) days per year.

30
31 **Section 8.2.1.**

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

37
38 **Section 8.2.2.**

39 All 260-day employees will be allowed to carry over a maximum of eighty (80) hours of
40 unused vacation.

41
42 **Section 8.2.3.**

43 Less than 260-day employees shall be paid for earned vacation time in their June paycheck.

44
45 **Section 8.2.4.**

46 Vacation shall be scheduled in advance with the approval of the employee's supervisor.

1 **Section 8.3. Front-Loaded Vacation.**

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

7
8 **Section 8.3.1.**

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

12
13 **Section 8.3.2.**

14 Vacation days will be taken in full or half-day increments.

15
16 **Section 8.3.3.**

17 An employee will be allowed to carry over an unused and uncompensated vacation day to a
18 maximum of three (3) days availability for the next year. Less than 260 day employees who
19 have had no deductions from sick, vacation, or personal leave may carry two (2) vacation days
20 to the following school year for a maximum of four (4) days of vacation leave. These days
21 may not be carried over into the year beyond that carry over year.

22
23 **Section 8.3.4.**

24 A less than 260-day employee will not be granted a leave of absence pursuant to Section 9.3
25 and 9.4 until the accrued vacation days provided under this section are exhausted.

26
27 **Section 8.4. Longevity Credit.**

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

31
32
33
34 **ARTICLE IX**

35
36 **LEAVES**

37
38 **Section 9.1. Sick Leave.**

39 Each employee shall accumulate one (1) day of sick leave for each calendar month to a total of twelve
40 (12) days per year. Sick leave shall be vested when earned and may be accumulated. Up to two (2)
41 days of the allowed leave may be used for emergencies in any school year.

42
43 Notice should be given in advance to the supervisor if the absence is anticipated and no emergency
44 leave shall be taken immediately preceding or following a holiday with the intent of extending a
45 vacation.

1 Matters which may require the use of emergency leave are as follows:

- 2
- 3 1. Court appearance involving employee's personal interests.
- 4 2. Birth of a child in the family.
- 5 3. Extension of Bereavement Leave because of special circumstances such as travel.
- 6 4. Extension of Bereavement Leave covered under Section 9.2.
- 7 5. Emergency to property (fire, storm, flooding, etc.).
- 8 6. Travel conditions.
- 9 7. Other situations upon approval of the Superintendent.
- 10

11 Employees shall be eligible for sick leave buy back pursuant to RCW 28A.400.210, unless repealed or
12 modified. Employees can accrue sick leave up to the total number of days regularly scheduled to work
13 in a particular year except, for buy out purposes, the limit shall not exceed one hundred eighty (180)
14 days. No employee may receive sick leave buy back in excess of a rate of one (1) day earned per
15 month worked.

16
17 Nothing in this Agreement shall prevent the District from requiring a doctor's letter indicating why an
18 employee has been absent from work for an extended period or for extensive number of days, or
19 whether such employee is fit and able to continue working.

20
21 Each employee shall be credited twelve (12) days sick leave at the beginning of the school year. Any
22 accumulated sick leave up to a maximum of forty-five (45) days shall be creditable as service rendered
23 for the purpose of determining eligibility to retire if allowed through the State Employees Retirement
24 System, provided there will be no cost to the District.

25
26 **Section 9.1.1.**

27 Employees shall be allowed to use accrued sick leave for their minor child and/or child in their
28 custody under the age of eighteen as prescribed by RCW 49.12 and WAC 296-130. Employees
29 may use sick leave when they are unable to attend work because of their own illness or injury.

30
31 **Section 9.1.1.1.**

32 Employees may use sick leave for the illness of their child under the age of 18 who
33 requires supervision or medical treatment.

34
35 Employees may use sick leave to care for children over 18 who are incapable of self-
36 care because of mental or physical disability. Incapable of self-care means that the
37 individual requires active assistance or supervision to provide daily self-care in several
38 of the activities of daily living. This includes activities such as grooming, bathing,
39 dressing, cooking, cleaning, shopping, paying bills, eating, etc.

40
41 "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child
42 of a person standing in loco parentis.

43
44 **Section 9.1.1.2.**

45 Employees may use sick leave to care for a spouse with a serious health or emergency
46 condition as certified in writing by a licensed healthcare provider. Additionally,
47 employees may use sick leave to care for a parent, parent-in-law, grandparent,
48 grandchild, or relative or close friend living in the immediate household of the

1 employee with a serious health or emergency condition. The Tahoma School District
2 may require the employee to furnish evidence that no alternative to the employee's
3 absence is practicable.

4
5 Serious health condition means an illness, injury, impairment, or physical or mental
6 condition that involves any period of incapacity or treatment connected with inpatient
7 care in a hospital and the like. It also includes the period of incapacity or subsequent
8 treatment or recovery in connection with the inpatient care as long as it includes any
9 period of inability to work, attend school or perform other regular daily activities.

10
11 **Section 9.1.2.**

12 Employees shall be entitled to utilize unpaid family leave consistent with State and Federal
13 regulations, provided that the employee must first exhaust vacation, sick or other leaves
14 provided under this Agreement, as appropriate, and shall provide appropriate certification
15 consistent with such statutes.

16
17 **Section 9.1.3.**

18 Any employee who has had no deductions (for 260-day employees, no more than one
19 deduction on a non-school day) from their sick leave during the previous school year shall be
20 given an earned leave day that can be used in the following school year without restriction
21 except to give one week's prior notice of the day such leave will be taken. This earned leave
22 day must be used in the following year. If this day is not used the employee shall be
23 compensated at that employee's per diem rate of pay, which shall occur before September 1.

24
25 **Section 9.1.4.**

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

35
36 **Section 9.1.5.**

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

42
43 **Section 9.2. Bereavement Leave.**

44 Employees shall be allowed a maximum of three (3) days with pay for each occasion for absence
45 caused by the death of a member of the employee's family. The employee's family shall be defined as
46 child, spouse, parent, parent substitute, grandparent, grandchild, brother, sister, parent-in-law,
47 daughter- or son-in-law, brother- or sister-in-law, aunt, uncle, close friend or another person who had
48 been residing in the employee's household. Bereavement leave for individuals not listed above may be

1 approved by the Director Human Resources. An additional two (2) days of bereavement leave shall be
2 granted for the death of a spouse, parent or child. Bereavement leave of one day shall be authorized
3 with pay for absence caused by the death of one of the above relations of the employee's spouse. Up to
4 three (3) days additional leave may be granted with pay with District approval and shall be granted
5 without pay when extended travel is involved. An additional ten (10) days of leave without pay shall
6 be granted upon request of the employee if the deceased is the employee's spouse or child.
7 Bereavement leave is non-cumulative and separate and distinct from sick leave.
8

9 **Section 9.3. Disability Leave (Including Maternity Leave).**

10 An employee shall be granted disability leave for the period of disability, up to one (1) year.
11 Extensions for up to a one-year period shall be granted under Section 9.4.1, if additional time is
12 necessary provided that, if the disability is covered by L & I for this second year, that employee shall
13 have rights to return to the same or equivalent job through the end of the second year pursuant to
14 Section 9.4.1.1 language which does not ensure a return to the same job.
15

16 Application for such leave(s) shall be made as soon as possible, and shall be accompanied by a
17 physician's statement as to the expected time needed for such leave. Updates shall be provided if
18 changes occur. An employee who has been on disability leave for more than six (6) months shall give
19 thirty (30) calendar days' notice of intent to return to work. An employee who has been off less than
20 six (6) months shall give ten (10) days' notice of intent to return to work.
21

22 **Section 9.3.1.**

23 Employees granted leaves of absences for purposes of disability for up to a one (1) year period
24 shall not be subject to the provisions of Section 9.4.1.1, but rather will return to the position
25 and status occupied prior to the leave. Section 9.4.1.2 shall apply to such leave.
26

27 **Section 9.3.2.**

28 An employee will be granted three (3) days of leave for the adoption of the employee's child or
29 birth of a spouse or partner's child. The leave will be deducted from sick leave.
30

31 **Section 9.4. Leaves Of Absence.**

32 **Section 9.4.1.**

33 Except for leaves of absence due to illness, any employee who has completed three (3) years of
34 service with the District may be granted an extended leave of absence for a period not to
35 exceed one (1) year, upon recommendation of the immediate supervisor through administrative
36 channels to the Superintendent, and upon approval of the Board of Directors. Except as
37 provided by law or specifically stated to the contrary herein, all leaves of absence shall be
38 without pay, without benefits, and without salary experience credit.
39

40 **Section 9.4.1.1.**

41 The returning employee will not necessarily be assigned to the identical position
42 occupied before the leave of absence. However, provided a vacancy exists for which
43 the employee is qualified, the employee shall be reinstated to a position equivalent in
44 duties and salary to that held at the time the request for leave of absence was approved.
45
46
47
48

1 **Section 10.2.2.**

2 Probationary employees shall receive copies of their job descriptions upon employment with
3 the District.
4

5 **Section 10.2.3.**

6 An employee who is promoted, or upon application, transfers to a different position or accepts
7 an additional separate assignment, shall be in a trial status for a period of seventy-five (75)
8 workdays. A return back to the employee's previous or equivalent position at the employer's
9 discretion during the trial period is subject to review under the grievance procedure, with said
10 review to be limited to whether the return was arbitrary or capricious. During the trial period,
11 an employee shall be provided with at least one written progress evaluation after fifty (50) of
12 the employee's workdays and prior to sixty (60) of the employee's workdays. The employee's
13 trial period may be extended by the District for another seventy-five (75) work days upon
14 written notification to the employee and union.
15

16 **Section 10.2.4.**

17 If a new employee hired to a temporary position successfully bids to a regular position, or bids
18 successfully to the same position in another location, or increases hours in a similar or the same
19 position during the probationary period, such employee shall serve a new probationary period
20 of seventy-five (75) work days.
21

22 **Section 10.2.5.**

23 There is an expectation of good faith from all parties. The right to return to the previous or
24 equivalent position does not supersede the District's right to discipline and discharge under
25 Article XI for acts of dishonesty and gross misconduct.
26

27 **Section 10.2.6.**

28 Any current Extended Enrichment employee who is promoted to an Extended Enrichment Site
29 Manager position will have the duration of their seventy-five (75) day probationary period to
30 complete STARS training if they have not already done so. If the training is not successfully
31 completed in that time period, the employee will return to his or her previous position per
32 Section 10.2.3. A new employee hired as an Extended Enrichment Site Manager must have
33 already completed or subsequently complete STARS training before the end of his or her ninety
34 (90) day probationary period as a condition of continued employment.
35

36 **Section 10.2.7.**

37 Employees are not eligible to transfer to a different position prior to a written evaluation of
38 their progress, provided that exceptions may be made for (a) employees with unique skill sets;
39 (b) a position with a scarcity of candidates; or (c) transfers with a minimal impact on student
40 and employee work environments. Exceptions must be approved by Human Resources and
41 notification will be provided to the union with an explanation of the rationale. Such exceptions
42 are not subject to the grievance process in Article XV.
43

44 **Section 10.3.**

45 At the end of the probationary period, the employee will be subject to all rights and duties contained in
46 this Agreement retroactive to the hire date.
47
48

1 **Section 10.4.**

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

- 3
- 4 A. Resignation from District employment;
 - 5 B. Discharge for justifiable cause;
 - 6 C. Retirement; or
 - 7 D. Change in job classification within the bargaining unit, as hereinafter provided.
 - 8 E. Voluntary transfer from a permanent position to a temporary position within the same
 - 9 classification unless supervisor requests the transfer for a temporary, leave replacement within
 - 10 the same department or building consistent with Section 1.5.6.

11

12 **Section 10.5.**

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

- 14
- 15 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
 - 16 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
 - 17 United States; or
 - 18 C. Time spent on other authorized leaves.

19

20 **Section 10.6.**

21 Seniority rights shall be effective within the general job classification. As used in this Agreement,

22 general job classifications are those set forth in Article I, Section 1.4.

23

24 **Section 10.7. Seniority Rights.**

25 The employee with the earlier hire date shall have preferential rights regarding shift selection, vacation

26 periods, transfers, assignment to new or open jobs or positions, promotions, fewer or additional FTE

27 hours for a position (except as provided below) and layoffs when ability and performance are

28 substantially equal with those employees junior to him or her. The factors used to determine ability

29 and performance may include, but not necessarily be limited to, one or more of the following: skill

30 demonstrations, interviews, job-related testing, past performance evaluations, references, relevant

31 education or training, and related experience including seniority. If the District determines that

32 seniority rights should not govern because a junior employee possesses ability and performance

33 substantially greater than a senior employee or senior employees, the District, upon request, shall set

34 forth in writing to the employee or employees its reasons why the senior employee or employees have

35 been bypassed.

36

37 **Section 10.7.1.**

38 All employees covered by this Agreement shall have the right to apply for any job opening

39 within the District. Employees are responsible for providing information regarding

40 qualifications with each application, including up to date resumes, recommendations and cover

41 letters. The District shall provide training and assistance to employees on any electronic

42 application required by the District. Employees who properly apply for such open positions

43 within the District (including up to date resumes, recommendations and cover letters) and meet

44 the minimum qualifications for the position shall be granted personal interviews for the purpose

45 of further determining their qualifications for such open positions. These interviews may not

46 be granted if the District decides to hire the most senior applicant without interviewing other

47 applicants. If a non-employee is hired over an employee, the District shall set forth in writing

48 to the employee(s) its reason why the employee(s) has not been hired, if requested.

1 **Section 10.7.2.**

2 Increases in time of one (1) hour or less for employees shall be appropriate if offered according
3 to this section, and need not be posted consistent with Section 10.9.
4

5 **Section 10.7.2.1.**

6 The hour or less is offered consistent with Article X to the most senior person who is
7 available in the general position title (as listed on Schedule A) at that work site, subject
8 to the right to bypass per Section 10.7.
9

10 **Section 10.7.2.2.**

11 The Association is formally notified of the increased time one week prior to the
12 effective date.
13

14 **Section 10.7.3.**

15 The District may add time to the schedule of a Paraeducator who works exclusively one-on-one
16 (1:1) with a student without regard to seniority. Additional time for Paraeducators who work as
17 a team with other Paraeducators within a program for a student on a one-on-one (1:1) basis,
18 will be awarded on the basis of seniority within the program.
19

20 **Section 10.7.4.**

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

29 **Section 10.7.5.**

30 The District shall provide, at its own expense in an expedient manner, any necessary training
31 for paraeducators who are reassigned within a building to different classrooms or programs.
32

33 **Section 10.8. Change Of Classification.**

34 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
35 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire
36 date and a new classification.
37

38 **Section 10.9. Open Positions.**

39 The District shall publicize within the bargaining unit for five (5) working days the availability of open
40 positions as soon as possible after the District is apprised of the opening. In most cases, positions
41 determined by the District to be open because of an internal transfer, resignation, or termination shall
42 be posted within ten (10) working days of when Human Resources is notified the transferred employee
43 was recommended for a position, the employee's resignation was effective or the employee's
44 termination was effective. The Transportation Department may post in-department openings for three
45 (3) working days. A copy of the job opening shall be forwarded to the President of the Association.
46 The District shall endeavor to fill open positions, subject to Board approval and background check,
47 within thirty (30) calendar days of the closing date of the in-District job posting. The District shall

1 inform the union of any extenuating circumstances that result in a posting or hiring process that does
2 not meet these goals.

3
4 **Section 10.10. Layoffs.**

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

9
10 **Section 10.11.**

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

13
14 **Section 10.12.**

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

18
19 **Section 10.13.**

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

23
24 **Section 10.14.**

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

28
29 **Section 10.15.**

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

34
35
36
37 **ARTICLE XI**

38
39 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

40
41 **Section 11.1.**

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

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ARTICLE XII

INSURANCE

Section 12.1.

The District shall pay the State authorized FTE proration per month for each eligible employee for participation in Medical, Dental, Vision and Long-Term Disability, Group Life and Accidental Death and Dismemberment plans. Full-time equivalent (FTE) is defined as 1,440 hours for benefit FTE.

Section 12.1.1.

The first deduction on the above amounts shall be for the premium cost of the dental, vision and long-term disability, group life and accidental death and dismemberment plans for eligible employees. To be eligible for the dental plan an employee must work twenty (20) hours per week or more. To be eligible for long-term disability, group life and accidental death and dismemberment plans, an employee must work a minimum of seventeen and a half (17.5) hours per week. The deduction for mandatory vision coverage will be applied to all employees regardless of hours worked.

Section 12.1.2.

The District agrees to pay the state-funded monthly insurance amount per FTE. The District agrees not to deduct the first sixty-five dollars (\$65) per month of the legislative-directed deduction for retired employees (also known as the Health Care Authority carve-out). Insurance benefits shall be provided consistent with state law, provided that, if the legislature changes the current system of providing insurance benefits, the parties agree to reopen this Agreement to negotiate the impacts of such changes at the request of either party.

Section 12.2.

The District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel, students and the property thereof where that is deemed necessary by such employees. Such insurance protection must include, as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. (RCW 28A.400.320)

Any case of assault upon an employee shall be promptly reported to the immediate supervisor so that appropriate District action shall be initiated. The District shall promptly document and render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

Section 12.3.

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

Section 12.4.

Spouses who are both employed within the Association bargaining unit, or within the Association and another Tahoma School District bargaining unit who agrees to this provision, may pool their individual allocations for the purchase of a single medical health plan (e.g. employee plus spouse or employee

1 plus spouse and children) rather than separate plans. The District shall calculate the pool twice per
2 year.

3
4 **Section 12.5. Staff Wellness Program.**

5 To promote healthy, active lifestyles, the District and Association will create a committee to meet
6 annually in the spring to evaluate the staff wellness program offerings for the school year and
7 determine changes, if any, needed for the program. The District will allocate up to \$20,000 per year.
8
9

10
11 **ARTICLE XIII**

12
13 **SHARED DECISION MAKING**

14
15 **Section 13.1. Overview.**

16 The Public School Employees of Tahoma, Tahoma School District administration, and Tahoma School
17 District Board of Directors (hereafter "we") believe in a collaborative approach for creating an
18 environment where all students experience success.
19

20 **Section 13.2. Consensus Model.**

21 The parties are committed to a collaborative process for decision making based on a consensus model.
22 In consensus, consideration is given to all persons who are impacted by the decision. In this process
23 everyone in the group supports, agrees to, or can live with a particular decision.
24

25 Each site is required to develop a decision-making matrix based on consensus including identifying:

- 26 • how decisions are made;
- 27 • by whom;
- 28 • when decisions are made;
- 29 • a most, the percentage used in reaching a final decision when complete agreement cannot be
30 reached.

31
32 **Section 13.3. Decision-Making Beliefs, Components, Assistance, and Building Level Decisions.**

33
34 **Section 13.3.1. Beliefs about Consensus.**

35 Consensus works best when:

- 36 a. The parameters within which a decision will be made are identified;
 - 37 b. Those staff members identified as providing input and making decisions are actively
38 engaged;
 - 39 c. Diversity is honored, encouraged, practiced and modeled;
 - 40 d. All required participants prioritize the time necessary to reach consensus;
 - 41 e. All required participants accept responsibility for the process including supporting,
42 agreeing to or living with the group's decision;
 - 43 f. Clearly articulated norms for group processing and structures for communicating
44 decisions are established and implemented.
- 45
46
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48

1 **Section 13.3.2.**

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

- 3 a. A matrix identifying the process for final decisions and role of staff in building level
4 decisions. Buildings shall use the format and required topics identified in Appendix C
5 (“Building Decision Making Matrix Template”) and have the autonomy, within the
6 scope of the building 's contractual and legal authority, to add topics through a
7 consensus process;
- 8 b. An annual review of the decision making process and matrix by the whole staff
9 including identification of potential changes to any decisions that do and do not require
10 consensus by the staff;
- 11 c. An annual submission of the building matrices to the Association and Human Resources
12 no later than October 1;
- 13 d. Identification of most, the percentage used in reaching a final decision when complete
14 agreement cannot be reached;
- 15 e. A written description of the responsibility representatives have for seeking input and
16 communicating concerns and alternatives prior to a consensus decision;
- 17 f. A process for involving and informing staff of decisions reached on matrix topics
- 18

19 **Section 13.3.3. Consensus and Supervisor Training.**

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

24

25 **Section 13.4.**

26 Each building will select one Paraeducator as the Head Paraeducator. The “Building Decision Making
27 Model” at each site shall specify the process with input from the building support staff for selecting the
28 Head Paraeducator among qualified candidates. The selection shall not be subject to the grievance
29 procedure. The responsibilities for this position shall include, but not be limited to the following: (a)
30 to help orient new Paraeducators and substitute Paraeducators to the building, (b) to collaborate in
31 coordinating building Paraeducator schedules with department teams and building administration; (c)
32 to participate in regularly scheduled building leadership meetings (e.g. staff meetings, site councils);
33 and (d) to share communications and seek input from support staff regarding building issues consistent
34 with the site decision-making model. Head Paraeducators shall hold the position for a term of two
35 school years, with the right to reapply for consecutive terms. The position will be posted within each
36 building during the fall following the expiration of a term of service, and selection shall be completed
37 prior to the end of September of that school year. In the event a Head Paraeducator transfers to another
38 site prior to the end of the term the position will be re-posted within the building for the remainder of
39 the term. Each Head Paraeducator shall have an average of ten (10) hours per month in addition to
40 their regular assignment, not to exceed a total of one hundred (100) hours during any single school
41 year to be mutually scheduled with the building administrator.

42

43 **Section 13.5.**

44 Each year, the District shall allocate funds to support classified staff with decision-making
45 opportunities. There shall be two sums of money: “Leadership:” and “Staff Development”. The two
46 sums of money will be dispersed to each school site as well as the Food Service, Transportation,
47 Maintenance/Custodial, Central Services, Special Services, Technology and the Extended Enrichment
48 Program departments.

1 The formula for calculation shall be \$222 per employee for the "Staff Development" money. The
2 formula for calculation shall be \$132 per FTE (2080 hours per year) for the "Leadership" money.
3 These sums of money shall be distributed at each site/department in accordance with a consensus
4 process in alignment with the decision-making matrix at each site/department. It is not the intent to
5 equally distribute the monies among the members.

6
7 Additionally, for each site with a Head Paraeducator, a sum of twelve hundred dollars (\$1200) will be
8 provided directly to the individual who holds such position.

9
10 The formula contained in this section shall not be less than a total of seventy-five thousand dollars
11 (\$75,000) for each year of the Agreement. The site/department teams will be provided a monthly
12 status report regarding this budget.

13
14 Costs associated with attending the training would be paid from "Staff Development" funds. Costs
15 associated with formally sharing that information with others would be paid from "Leadership" funds.

16
17 **Section 13.5.1. Leadership Money.**

18 This money is intended to provide staff with the opportunity to be represented on
19 building/department/District/staff committees where the representative has the responsibility to
20 provide the input of PSE members, share the needs of PSE staff, and report back to PSE
21 members as well as gather input for future meetings.

22
23 Some examples may include, but are not limited to, input regarding budget, communication
24 among departments, input into staff handbooks, representation on site councils, curriculum
25 councils, department vision building, ad hoc committees, and other building wide committees
26 where staff input is requested.

27
28 PSE staff, through the consensus process has the authority to determine the compensation
29 (paid, release), change the rate of compensation (not to exceed the regular hourly rate of the
30 highest paid PSE employee in the department/site), and decide the duration for the position.

31
32 **Section 13.5.2. Staff Development Money.**

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

36
37 Some examples include, but are not limited to, attending an off-site conference or attending a
38 training on a workday, a non-workday or over the summer. Alternatively, trainers may be
39 brought to the District as another means of accessing this opportunity. These opportunities
40 may be done individually or as a group and may include multiple sites/departments. See
41 Section 16.12 for the "training rate".

42
43 PSE Staff, through the consensus process, has the authority to determine the compensation
44 (paid, release), change the rate of compensation, and decide the duration for the position.

45
46 **Section 13.6.**

47 The funds allocated in Section 13.5 shall be subject to the successful passage of levies leading to two
48 (2) levy collections for the school year.

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ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1.

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

Section 14.2.

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 this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 14.3.

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 14.4.

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

Section 14.5.

The District will notify the Association of all new hires within ten (10) working days 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 14.6.

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings 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 non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

Section 14.7. Checkoff.

The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The

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

3
4 **Section 14.7.1.**

5 The District shall transmit all local dues deducted of one-tenth (1/10) of one percent (1%) of
6 each employee's gross income, to the local Chapter President on a monthly basis.

7
8 **Section 14.8.**

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

17
18
19
20 **ARTICLE XV**

21
22 **GRIEVANCE PROCEDURE**

23
24 **Section 15.1.**

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

28
29 The parties acknowledge that it is usually most desirable for an employee and his/her immediate
30 supervisor to resolve problems through free and informal communications.

31
32 **Section 15.2. Grievance Steps.**

33
34 **Section 15.2.1. Step 1.**

35 The parties shall meet and attempt to resolve problems through free and informal
36 communications. If an employee so wishes, they may be accompanied by an Association
37 representative at any such discussions.

38
39 **Section 15.2.2. Step 2.**

40 Within twenty (20) working days following the occurrence of the grievance, the employee shall
41 reduce to writing, and submit to his/her supervisor, a statement of the grievance containing the
42 following:

- 43
44 A. The facts on which the grievance is based;
45 B. A reference to the provisions in this Agreement which have been allegedly violated; and
46 C. The remedy sought.
47
48

1 The parties will have five (5) working days from submission of the written statement of
2 grievance to resolve it. If an agreeable disposition is made, all parties to the grievance shall
3 sign a statement to that effect.
4

5 **Section 15.2.3. Step 3.**

6 If no settlement has been reached within the five (5) working days referred to in the preceding
7 subsection, and the Association and the grievant believes the grievance to be valid, a written
8 statement of grievance shall be submitted within ten (10) working days to the District
9 Superintendent or his/her designee. After such submission, the parties will have ten (10)
10 working days from submission of the written statement of grievance to resolve it by indicating
11 on the statement of grievance the disposition. If an agreeable disposition is made, all parties to
12 the grievance shall sign it.
13

14 **Section 15.2.4. Step 4.**

15 If no settlement has been reached within the ten (10) working days referred to in the preceding
16 subsection and the Association and the grievant believe the grievance to be valid, the grievance
17 may, within ten (10) working days of the answer above, be submitted in writing to arbitration
18 under AAA voluntary rules. However, any question of arbitrability shall first be resolved
19 according to RCW 7.04.030 and/or 7.04.040.
20

21 The arbitrator shall have no power or authority to add to, subtract from, or modify this
22 Agreement, award damages, or provide a remedy which is in violation of law. (It is understood
23 that make-whole financial awards are not damages.)
24

25 The award of the arbitrator shall be final and binding. All costs of the arbitration shall be borne
26 equally by the parties.
27

28 **Section 15.3.**

29 The grievance discussions shall take place whenever possible on school time. The Employer shall not
30 discriminate against any individual employee or the Association for taking action under this Article.
31
32

33 **ARTICLE XVI**

34 **SALARIES**
35
36
37

38 **Section 16.1.**

39 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
40 Schedule A attached hereto and by this reference incorporated herein.
41

42 **Section 16.1.1. Budget Preparation.**

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

1 **Section 16.1.2.**

2 By October 1, 2015, the School District, PSE Executive Officers, Unit Representatives or
3 Representatives' Designees will convene in a Compensation Committee to decide how to
4 address the internal and external inequities of Schedule A by utilizing the funds allocated for
5 this purpose by the District. For this purpose, the District shall allocate \$250,000 for the 2016–
6 2017 school year and an additional \$250,000 for the 2017–2018 school year. If these funds are
7 not exhausted through this process, the Compensation Committee may utilize these funds for
8 other purposes. Decisions regarding the use of these funds, including changes to Schedule A,
9 for the remainder of the term of this Agreement will be reached by May 31, 2016. The
10 Compensation Committee shall make decisions using the consensus-based model used during
11 the bargaining process for this Agreement.

12
13 **Section 16.1.3.**

14 Beginning in the 2018–2019 school year, and each subsequent school year thereafter, the
15 hourly rates of pay on Schedule A will be adjusted according to the average compensation for
16 five (5) comparable positions at ten (10) years of longevity in the seven (7) comparison school
17 districts identified below, as stated on the salary schedules of those districts on October 1 of
18 that school year. The comparable positions shall be bus driver, food service cashier,
19 elementary head secretary, head custodian, and paraeducator. The comparison school districts
20 shall be Auburn, Enumclaw, Issaquah, Kent, Renton, Riverview, and Snoqualmie Valley.

21
22 Adjustments to Schedule A will be made using the following method: The hourly rate of
23 compensation for the comparable positions in each comparison school district at ten (10) years
24 of longevity will be averaged together and compared to the District's hourly rate of
25 compensation for that position at ten (10) years of longevity by calculating percent difference
26 between these two hourly rates of pay. The percent differences for each of the five comparable
27 positions will then be averaged. This average percent difference will then be applied to all
28 hourly wages on Schedule A. If this method would result in a decrease in the District's current
29 rate of pay, Schedule A will not be adjusted.

30
31 The District and the Association's leadership will collaboratively participate in this process.
32 When this process is complete, employees shall be paid the adjusted hourly rates on Schedule
33 A retroactively through the beginning of that school year, which shall happen no later than the
34 December payroll.

35
36 **Section 16.2.**

37 Salaries contained in Schedule A shall be for the appropriate fiscal year and shall be retroactive to
38 September 1, including overtime.

39
40 **Section 16.3.**

41 Retroactive pay, where applicable, and where the school District may legally do so, shall be paid on
42 the first regular pay period following execution of this Agreement.

43
44 **Section 16.4.**

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

1 **Section 16.5.**

2 Employees serving on District committees, outside of regularly scheduled hours of work, shall be
3 compensated at their regular rate of pay.

4
5 **Section 16.6.**

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

7
8 **Section 16.7.**

9 Employees will be paid on the last business day of the month. No later than August 31, 2016, all pay
10 warrants will be direct deposited in a financial institution of the employee's choice. The District shall
11 work with employees who have difficulty obtaining a checking account to find an institution for the
12 deposit.

13
14 **Section 16.8.**

15 Each transportation mechanic shall be reimbursed up to \$500 upon proof of receipt for broken, worn-
16 out or new tools. In addition, the District will budget at least \$3000 each year for tools, to be allocated
17 as determined by the department. The District will also cover up to \$1000 toward the insurance
18 deductible on stolen tools. There will be an annual inventory of personal and District tools.

19
20 **Section 16.9.**

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

23
24 **Section 16.10.**

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

28
29 **Section 16.11.**

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

35
36 **Section 16.12.**

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

39
40 **Section 16.13.**

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

43
44 **Section 16.14.**

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

1 **Section 17.1.3.**

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

6
7 **Section 17.1.4.**

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

11
12 **Section 17.1.5.**

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

14
15 **Section 17.1.6.**

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

18
19 **Section 17.1.7.**

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

22
23 **Section 17.2.**

24 Employees in positions that do not require a Commercial Driver's License and driving district vehicles
25 involved in an accident which results in a police report being initiated shall be subject to a
26 suspicionless drug and alcohol test as soon as practical. Employees shall be paid at their regular rate
27 for any time in the testing, and the District shall bear the expense of the test. All test results and testing
28 documentation shall remain confidential and retained in a separate secure file at the District office.

29
30
31
32 **ARTICLE XVIII**

33
34 **APPRENTICESHIP**

35
36 **Section 18.1.**

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

41
42 **Section 18.1.1.**

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

1 **Section 19.3.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
3 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
4 Article XII to conform to state law changes only.

5
6 **Section 19.4.**

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

9
10 **Section 19.5.**

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

13
14 **Section 19.6.**

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

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

TAHOMA CHAPTER

BY: Barbara Roessler
Barbara Roessler, Chapter President

DATE: 8/4/15

TAHOMA SCHOOL DISTRICT #409

BY: Mark Koch
Mark Koch, Director of Human Resources

DATE: 8-4-15

SCHEDULE A
TAHOMA SCHOOL DISTRICT
September 1, 2015 – August 31, 2016

Classification/Position	Entry 1-3 years	Regular 4-10 yrs	Senior I 11-15 yrs	Senior II 16-20 yrs	Senior III 20+yrs	Sub Rate
Secretarial/Clerical						\$12.85
Admin III	\$19.68	\$20.71	\$21.04	\$21.15	\$21.48	
Admin II	\$18.30	\$19.27	\$19.60	\$19.71	\$20.04	
Admin I	\$16.53	\$17.40	\$17.73	\$17.84	\$18.17	
Bookkeeper	\$16.53	\$17.40	\$17.73	\$17.84	\$18.17	
HR Tech Specialist	\$20.89	\$21.99	\$22.32	\$22.43	\$22.76	
Secretary III	\$16.29	\$17.15	\$17.48	\$17.59	\$17.92	
Secretary II	\$15.64	\$16.47	\$16.80	\$16.91	\$17.24	
Secretary I	\$14.28	\$15.04	\$15.37	\$15.48	\$15.81	
Student Data Coordinator	\$22.06	\$23.22	\$23.55	\$23.66	\$23.99	
Technology						
Bldg. Tech. Specialist		\$17.93	\$18.26	\$18.37	\$18.70	
Desktop Systems Engineer	\$27.17	\$28.60	\$28.93	\$29.04	\$29.37	
Technology Support Technicians	\$21.38	\$22.51	\$22.84	\$22.95	\$23.28	
Technology Systems Engineer	\$35.01	\$36.85	\$37.18	\$37.29	\$37.62	
Specialists						
Accounts Payable Spec.	\$17.91	\$18.85	\$19.18	\$19.29	\$19.62	
Assistant Payroll Lead	\$20.89	\$21.99	\$22.32	\$22.43	\$22.76	
Assist. Safety Officer	\$16.56	\$17.42	\$17.75	\$17.86	\$18.19	
Benefits Specialist	\$21.11	\$22.23	\$22.56	\$22.67	\$23.00	
Career Information Coord.		\$20.05	\$20.38	\$20.49	\$20.82	
Communications Specialist	\$23.46	\$24.71	\$25.04	\$25.15	\$25.48	
COTA II		\$24.18	\$24.51	\$24.62	\$24.95	
District Assessment Coordinator	\$22.84	\$23.72	\$24.05	\$24.16	\$24.49	
Health Asst.	\$14.98	\$15.77	\$16.10	\$16.21	\$16.54	\$13.49
High School Safety Officer	\$19.80	\$20.85	\$21.18	\$21.29	\$21.62	
Human Resources Specialist	\$21.11	\$22.23	\$22.56	\$22.67	\$23.06	
On-line Learning Spec.		\$16.61	\$16.94	\$17.05	\$17.38	
OT/PT Asst.	\$19.91	\$20.96	\$21.29	\$21.40	\$21.73	
LPN		\$20.34	\$20.67	\$20.78	\$21.11	\$18.30
Payroll Lead	\$24.62	\$25.92	\$26.25	\$26.36	\$26.69	
Payroll Specialist	\$16.95	\$17.84	\$18.17	\$18.28	\$18.61	
Print Shop Asst.	\$19.21	\$20.22	\$20.55	\$20.66	\$20.99	
Print Shop Lead		\$21.46	\$21.79	\$21.90	\$22.23	
RN		\$21.51	\$21.84	\$21.95	\$22.28	
Safety Officer	\$18.83	\$19.82	\$20.15	\$20.26	\$20.59	
Student Info/DataSystems Admin.	\$26.44	\$27.84	\$28.17	\$28.28	\$28.61	
Telecommunications Specialist	\$19.32	\$20.34	\$20.67	\$20.78	\$21.11	

SCHEDULE A - Continued

Classification/Position	Entry 1-3 years	Regular 4-10 yrs	Senior I 11-15 yrs	Senior II 16-20 yrs	Senior III 20+yrs	Sub Rate
Educational Support						
ASL Interpreter	\$16.56	\$17.42	\$17.75	\$17.86	\$18.19	
Braille Interpreter (Cert)	\$16.16	\$17.01	\$17.34	\$17.45	\$17.78	
Bus Assistant	\$14.45	\$15.21	\$15.54	\$15.65	\$15.98	
ECEAP Family Serv Wker	\$19.13	\$20.13	\$20.46	\$20.57	\$20.90	
ECEAP Health Asst.	\$14.41	\$15.17	\$15.50	\$15.61	\$15.94	
ECEAP Teacher	\$19.13	\$20.13	\$20.46	\$20.57	\$20.90	
ECEAP Teacher Asst.	\$17.90	\$18.84	\$19.17	\$19.28	\$19.61	
ISS Monitor	\$14.77	\$15.55	\$15.88	\$15.99	\$16.32	\$13.00
Paraeducator	\$14.44	\$15.20	\$15.53	\$15.64	\$15.97	
Playground Asst.		\$13.24	\$13.57	\$13.68	\$14.01	
Preschool Teacher	\$18.60	\$19.58	\$19.91	\$20.02	\$20.35	
Student Management Assistant	\$14.77	\$15.55	\$15.88	\$15.99	\$16.32	
Theme Readers	\$13.99	\$14.73	\$15.06	\$15.17	\$15.50	
Food Service						
Central Kitchen Asst. Mngr	\$15.27	\$16.07	\$16.40	\$16.51	\$16.84	
Central Kitchen Cleanup	\$13.57	\$14.29	\$14.62	\$14.73	\$15.06	
Central Kitchen Manager	\$17.31	\$18.23	\$18.56	\$18.67	\$19.00	\$12.21
Food Serv. Asst/Cashier	\$13.57	\$14.29	\$14.62	\$14.73	\$15.06	
Food Service Asst Mngr/HS	\$14.19	\$14.94	\$15.27	\$15.38	\$15.71	
Food Service Mngr/Elem/MS	\$14.43	\$15.19	\$15.52	\$15.63	\$15.96	
Food Service Mngr/HS/JH	\$15.27	\$16.07	\$16.40	\$16.51	\$16.84	
FS Warehouse/Delivery		\$19.60	\$19.93	\$20.04	\$20.37	
Transportation						
Asst. Dispatcher		\$18.26	\$18.59	\$18.70	\$19.03	
Asst. Dr. Tr/Route Spec.		\$20.66	\$20.99	\$21.10	\$21.43	
Bus Monitor	\$14.45	\$15.21	\$15.54	\$15.65	\$15.98	
Dispatcher		\$22.09	\$22.42	\$22.53	\$22.86	
Driver		\$19.55	\$19.88	\$19.99	\$20.32	
Head Mechanic		\$25.93	\$26.26	\$26.37	\$26.70	\$17.59
Mechanic II		\$24.75	\$25.08	\$25.19	\$25.52	
Mechanic I		\$22.18	\$22.51	\$22.62	\$22.95	
Night Lead Mechanic		\$24.82	\$25.15	\$25.26	\$25.59	
Trainer		\$20.25	\$20.58	\$20.69	\$21.02	
Transportation Specialist		\$19.27	\$19.60	\$19.71	\$20.04	
Service Tech		\$19.60	\$19.93	\$20.04	\$20.37	

SCHEDULE A - Continued

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Classification/Position	Entry 1-3 years	Regular 4-10 yrs	Senior I 11-15 yrs	Senior II 16-20 yrs	Senior III 20+yrs	Sub Rate
Custodial/Maintenance						
Custodian	\$17.13	\$18.03	\$18.36	\$18.47	\$18.80	\$15.41
Head Custodian	\$19.03	\$20.03	\$20.36	\$20.47	\$20.80	
Day Lead Custodian	\$17.88	\$18.82	\$19.15	\$19.26	\$19.59	
Night Lead Custodian	\$17.88	\$18.82	\$19.15	\$19.26	\$19.59	
Lead Grounds/Maintenance	\$22.98	\$24.19	\$24.52	\$24.63	\$24.96	
Lead Maintenance	\$22.98	\$24.19	\$24.52	\$24.63	\$24.96	
Maintenance/Grounds	\$20.53	\$21.60	\$21.93	\$22.04	\$22.37	
Maintenance Htg/AC	\$20.53	\$21.60	\$21.93	\$22.04	\$22.37	
Maintenance Spec.	\$22.62	\$23.80	\$24.13	\$24.24	\$24.57	
Stadium Monitor	\$16.62	\$17.49	\$17.82	\$17.93	\$18.26	
Warehouse Delivery	\$0.00	\$19.60	\$19.93	\$20.04	\$20.37	
Extended Enrichment						
EEP Assistant	\$13.99	\$14.73	\$15.06	\$15.17	\$15.50	
EEP Site Mngr	\$14.33	\$15.09	\$15.42	\$15.53	\$15.86	



SCHEDULE A NOTES
TAHOMA SCHOOL DISTRICT

SEPTEMBER 1, 2015 - AUGUST 31, 2020

1. New employees will be hired at ninety-five percent (95%) of regular salaries as listed on Schedule A (entry rate). With three (3) years experience in Tahoma or any other K-12 school district in the State of Washington, those employees shall be increased to one-hundred percent (100%) salary levels (regular rate). The Tahoma Human Resources Department will be responsible for obtaining verification from other K-12 Washington school districts (and will act promptly to do so) once a "Request for Verification" has been received from a Tahoma classified employee. "Request for Verification" forms will be available at Tahoma Human Resources. New hires shall have thirty (30) days to submit "Request for Verification" for Washington State K-12 school district employment in order to be placed on Schedule A retroactive to their hire date.
2. Secretaries assigned to a school library not working under the direct supervision of a certificated staff member shall be paid an additional thirty cents (\$0.30) per hour.
3. The Special Services Director will assign a seventy-five cents (\$0.75) per hour premium in addition to the regular hourly rate for:
 - a. Paraeducators and bus assistants (and bus drivers working without bus assistants) working with severely disabled students in a class who present an on-going and significant safety and/or health issue to the employee; or Paraeducators in a class who are required to wear protective garb or clothing; or Paraeducators who work directly with medically fragile children or children with multiple disabilities for which special training and hyper-vigilance for safety reasons is required.
 - b. An employee must work a majority of his or her shift with these duties to qualify for the premium.
 - c. The assignment of the premium will be reviewed annually by September 30. An employee may appeal the decision of the Special Services Director through the Conference Committee.
4. Food Service employees who earn or maintain SNA certification shall be entitled to the following wage adjustments provided the credits necessary for certification are obtained on the employee's own time; and two (2) records of such credits are provided to the Food Services Supervisor by June 30 of the previous school year: Level 1-General Assistant, forty-five cents (\$0.45) increase; Level 2-Technical Assistant, fifty-five cents (\$0.55) increase; Level 3-Manager, sixty cents (\$0.60) increase.
5. All second shift custodians shall be compensated at base plus a premium of fifty cents (\$0.50) per hour. Custodians whose regular shift includes work during both the first and second shifts shall be compensated at the base rate for those hours worked during the first shift, and at the premium rate for those hours worked during the second shift.

- 1 6. See Section 7.8.3 for wage adjustments concerning Camp Casey work.
- 2
- 3 7. Employees in positions that require certification in all fourteen paraeducator core competencies
4 as a condition of employment shall be entitled, upon completion of such competencies, to an
5 additional twenty cents (\$0.20) per hour. Documentation of such certification must be
6 submitted to the appropriate District office prior to September 10 of the first year in which the
7 employee requests this wage adjustment. An employee qualifying for this wage premium who
8 is subsequently involuntarily transferred to a position that does not require such certification
9 shall continue to be eligible for the wage premium until the employee leaves employment with
10 the District or voluntarily transfers to a position that does not require certification. Employees
11 compensated for completion of the apprenticeship program described in Article XVIII shall not
12 be eligible for this core competencies wage adjustment.
- 13
- 14 8. Head custodians who meet the increased skill and performance standards in an updated job
15 description shall be compensated an additional seventy-five cents (\$0.75) per hour.
- 16
- 17 9. Upon completion of STARS training, Extended Enrichment Site Managers shall be paid at a
18 rate seven percent (7%) above the Extended Enrichment Assistant wage rate.
- 19
- 20 10. Employees with 16–19 years of service shall receive an annual longevity bonus of \$250.
21 Employees with 20–24 years of service shall receive an annual longevity bonus of \$500.
22 Employees with 25–29 years of service shall receive an annual longevity bonus of \$750.
23 Employees with 30 or more years of service shall receive an annual longevity bonus of \$1000.
24 This annual longevity bonus shall be calculated based on number of years of service on
25 September 1 and shall be paid to qualifying employees by October 1 of each year.
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APPENDIX A

WHAT IS THE “WEINGARTEN RIGHT”?

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

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

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

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APPENDIX B

WHAT DOES “JUST CAUSE” MEAN?

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

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

APPENDIX C

Building Decision Making Matrix Template

Site/Group: **Select** **Most:** **Enter %%** **Date Adopted:** **Date**

Decisions pre-printed on this chart cannot be changed. The building shall determine who has input, recommending or decision making authority where the chart is blank. The building has the autonomy, within the scope of the building's contractual and legal authority, to add topics through a consensus process.

TOPIC	INPUT	RECOMMENDATION	DECISION
Assignment of Extra Work & Overtime (7.3.7)			
Consensus Training (13.3)			
Custodial & Maintenance – Reassignments & Additional Hours (7.11.1)	CUSTODIAL/MAINTENANCE STAFF	DEPARTMENT SUPERVISOR	ASSISTANT SUPERINTENDENT
Student Discipline Plan and Sanction Charts		AD HOC CITIZENS COMMITTEE	SCHOOL BOARD
Head Para Educator Selection (13.4)			
Hiring		PRINCIPAL/SUPERVISOR	SCHOOL BOARD
Leadership & Staff Development Money (13.5)			
Mandatory Training – Food Service & Transportation (7.1.2)			
School Safety Plan		SAFETY COMMITTEE	PRINCIPAL
Training Rate (16.12)			
Transportation Handbook (7.7.1)			