

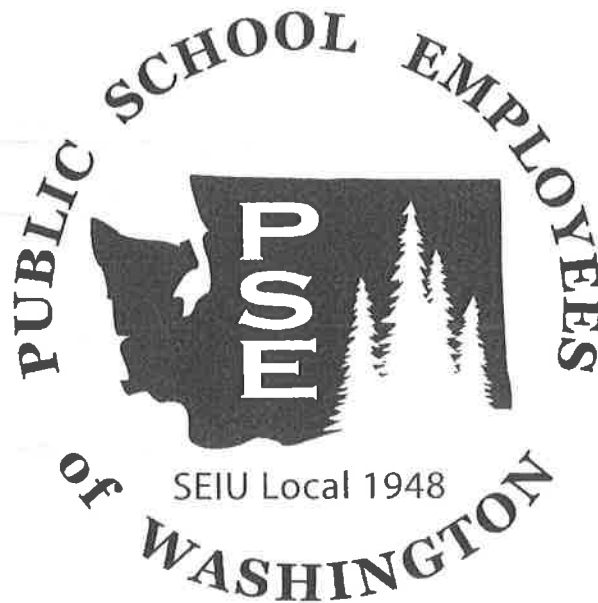
COLLECTIVE BARGAINING AGREEMENT BETWEEN

White River School District #416

AND

Public School Employees of White River

SEPTEMBER 1, 2017 - AUGUST 31, 2020



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

This Agreement is made and entered into between White River School District Number 416 (hereinafter "District" or "Employer") and the White River Chapter of the Public School Employees of Washington (hereinafter "Association").

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition.

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

Section 1.2. Exempt Positions.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2). The following employees will be exempt from the bargaining unit: Secretary to the Superintendent, Secretary to the Assistant Superintendent, two (2) Business Specialists, two (2) Human Resource Specialists, and an American Sign Language (ASL) Interpreter.

Section 1.3. Bargaining Unit.

The bargaining unit to which this Agreement is applicable is as follows: Any and all employees performing work as classified employees in any of the following job classifications: Office Personnel, Professionals, Specialized Paraeducator, Instructional Paraeducator, Specialist, Educational Assistants, Child Nutrition, Therapy Assistants, and Technical. Substitutes shall be included in the bargaining unit, but subject only to the Salary Schedules as described in Section 1.6.4.

Section 1.4. Job Descriptions.

Employees will receive a copy of their job description upon hire. All job postings will include a complete job description, will be emailed to all Association members and will be posted on the District website. Additional copies of job descriptions are available upon request from the Human Resources office.

1 **Section 1.5. Job Description Changes.**

2 Once position descriptions are developed, all new positions and positions that have changes will be
3 discussed with the employee(s) involved and the Association. Should the changes be substantial
4 enough to reclassify the position, the Association shall have the right to bargain the monetary value of
5 the position.

6
7 The monetary value of new positions for which no existing classification applies will be negotiated
8 with an Association Representative. Job descriptions for such positions will be provided to the
9 Association.

10
11 **Section 1.6. Definitions.**

12
13 **Section 1.6.1. Continuing Employees.**

14 Continuing employees shall be those employees who return to employment year after year for a
15 length of time determined by the needs of their respective positions, other than substitutes.

16
17 **Section 1.6.2. Continuing Full Time Employees.**

18 Full time employees shall be those employees who are scheduled to work forty (40) hours per
19 week for twelve (12) months each year.

20
21 **Section 1.6.3. Continuing Part Time Employees.**

22 Continuing part time employees shall be those employees who are scheduled to work less than
23 forty (40) hours per week and/or less than twelve (12) months per year.

24
25 **Section 1.6.4. Substitute Employees.**

26 A substitute employee is a worker hired by the District on an on-call basis to perform the duties
27 of an employee whose position is temporarily vacant, or temporarily fill an open unfilled
28 position. Substitute employees shall be included in the bargaining unit but subject only to the
29 Salary Schedule. All substitute employees shall receive the substitute hourly rate as listed on
30 Schedules A – I of the employee’s appropriate classification for whom they are subbing.

31
32 **Section 1.6.5. Non-Continuing Employees.**

33 A non-continuing employee is a current or new hire, who fills a non-continuing position.

34
35 **Section 1.6.5.1. Positions Becoming Continuing.**

36 Non-continuing employees who become continuing in the same position and site, or
37 same position and program, shall have their seniority date adjusted retroactive to the
38 consecutive non-continuing hire date after completion of the probationary period.

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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

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

Section 2.3.

The District retains the right to subcontract work only when District employees and/or equipment are not available.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. No Reprisal.

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

Section 3.2. Consultation with Association Representatives.

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

1 **Section 3.3. Weingarten Rights (Also see Addendum A).**

2 Employees of the units subject to this Agreement have the right to have Association representatives or
3 other persons present at discussions between themselves and supervisors or other representatives of the
4 District as hereinafter provided. When a request for such representation is made, no action shall be
5 taken with respect to the employee until such representation of the Association is present or until two
6 (2) days have passed after such request. In emergency conditions, in cases where health, safety and
7 well-being of students, other employees, or District patrons necessitate immediate action, the District
8 will notify the Association as soon as reasonably possible that action has been taken.

9
10 **Section 3.4. Non-Discrimination.**

11 Neither the District, nor the Association, shall discriminate against any employee subject to this
12 Agreement on the basis of sex, race, creed, religion, color, national origin, age, veteran or military
13 status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or
14 service animal.

15
16 **Section 3.5. Personnel File.**

17 There shall be one official personnel file maintained in the Personnel Office on each employee. This
18 shall not prevent a supervisor from maintaining a working file. The working file shall be purged
19 annually by the end of the employee's work year.

20
21 **Section 3.5.1. Derogatory Materials.**

22 No materials derogatory of the employee's conduct, service, character or personality shall be
23 placed in the personnel file unless the employee has had the opportunity to read and respond to
24 them, unless the employee receives a copy of said material. The employee shall have the right
25 to write his/her own version of the incident or statement and have his/her statement
26 permanently attached to the original document.

27
28 **Section 3.5.2. Personnel File Inspection.**

29 An employee shall have the right, upon reasonable notice, to inspect the contents of his/her
30 personnel file. Inspection shall be in the presence of a District representative. File materials
31 may be reproduced for the employee as promptly as is feasible, upon request. An Association
32 representative may, at the employee's request, be present during the review of said employee's
33 file.

34
35 **Section 3.6. No Strike.**

36 During the term of this Agreement, the Association will not initiate or promote any strike, work
37 stoppage, slowdown, or any other restriction of work against the District, and will discourage any such
38 activity. The District shall not lock out members of the bargaining unit.

39
40 **Section 3.7. Evaluations.**

41 Employees shall be evaluated annually by the last working day of May. Employees not evaluated shall
42 be considered to have performed satisfactorily. Employees may within seven working days of receipt
43 of their evaluation submit a written response to be attached to it.

1 **Section 3.7.1.**

2 An employee evaluation shall not reference deficient area(s) unless an employee has been
3 previously counseled and given the opportunity to improve in the deficient area(s). Failure to
4 provide such counseling, however, shall not void the overall evaluation.
5

6 **Section 3.7.2.**

7 The District will provide instruction on how to evaluate bargaining unit employees whenever
8 the District requires a bargaining unit employee to give evaluative input on the work of any
9 other bargaining unit employee. The building/District administrator designated to write the
10 employees' evaluation is encouraged to seek input from those to whom the employees are
11 assigned. Upon request, the employee shall have the right to review records of any data
12 gathered in this process.
13

14 **Section 3.7.3.**

15 With the mutual agreement of the principal/supervisor and the employee, an employee who has
16 had two (2) years of overall satisfactory evaluations may be placed on a Professional Growth
17 Option (PGO) as an alternative to the regular evaluation process.
18

19 **Section 3.8. Video Cameras.**

20 The presence of security cameras at school buildings will be disclosed to the Association upon request.
21 Video may be used like any other evidence in cases involving safety concerns or allegations of
22 employee misconduct, but shall not be used for the sole purpose of monitoring employee performance.
23 Video will not be reviewed by non-supervisory employees who do not have a job duty that requires the
24 viewing of the video.
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27

28 **ARTICLE IV**

29 **RIGHTS OF THE ASSOCIATION**
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32 **Section 4.1. Association Responsibility.**

33 The Association has the right and responsibility to represent the interests of all employees in the unit;
34 to present its views to the District on matters of concern, either orally or in writing; and to enter
35 collective negotiations with the object of reaching an agreement applicable to all employees within the
36 units.
37

38 **Section 4.1.1. Use of District Equipment.**

39 The Association shall have the right to post notices of activities and matters of Association
40 concern in each building of the District. The Association may use the District equipment and
41 staff mailboxes and email for communication purposes to its members.
42

43 **Section 4.2. Notification of Grievances or Disciplinary Action.**

44 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
45 any employee, or group of employees, in the units in accordance with the provisions of the Discharge
46 and Grievance Procedure Articles contained herein. The Association is entitled to, and has a duty to

1 fairly represent the employees in this collective bargaining agreement and to make known the
2 Association's/grievant's views concerning the issue.

3
4 **Section 4.3. New Hires/Orientation.**

5 The District shall provide an Association enrollment card to an employee as part of the orientation
6 process. The District shall provide the Association with legally appropriate information on the status
7 of bargaining unit employees in a timely manner upon request. The Association shall type the
8 Collective Bargaining Agreement. The District shall provide an electronic copy to all members, post
9 on the District website, and make paper copies available upon request. New employees shall be
10 provided a hard copy at orientation.

11
12 **Section 4.4. Delegation of Rights and Duties.**

13 The Association reserves and retains the right to delegate any right or duty contained herein to
14 appropriate officials of Public School Employees of Washington.

15
16 **Section 4.5. Consideration of Layoff/Reduction in Force.**

17 Prior to any layoff or reduction of hours involving members of the bargaining unit, the District will
18 provide an opportunity for the Association to provide input and express its concerns.

19
20 **Section 4.6. School Year Calendars.**

21 The District shall provide the Association with copies of the student school year calendars once
22 finalized. Changes to the student school year calendars shall be brought to Labor Management.

23
24 **Section 4.7. Release Time.**

25 The District and PSE president will cooperate in accommodating the ability of the PSE president or
26 designee to conduct PSE business which cannot be reasonably performed outside his or her regular
27 work schedule. This may include minor adjustments and flexibility in scheduling hours of work,
28 provided that such adjustments do not disrupt operation of the District or a school building.

29
30 **Section 4.8. Information Requests.**

31 The District will make available to the Association upon request information concerning the resources
32 of the District, annual financial reports, audits, budgets, board agendas and minutes, and the District
33 directory.

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37 **ARTICLE V**

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39 **ASSOCIATION REPRESENTATION**

40
41 **Section 5.1. Labor/Management Meetings.**

42 The Association will designate members who will attend labor management meetings with the
43 Superintendent of the District and/or his/her designated representative on a mutually agreeable regular
44 basis to discuss appropriate matters. The District will provide suitable space to conduct such meetings.
45 Employees participating shall be released from duties and substitutes shall be provided, if determined
46 necessary by the employee's supervisor.

1 **Section 5.2. Labor/Management Meeting Minutes.**

2 The District and the Association will each maintain an accurate record reflecting discussion at
3 PSE/WRSD labor management meetings.
4

5 **Section 5.3. Discussion of Mutual Matters.**

6 The Association representatives shall represent the Association and employees in meeting with
7 officials of the District to discuss matters of mutual interest. They may receive and investigate to
8 conclusion complaints or grievances of employees and thereafter advise employees of rights and
9 procedures outlined in this Agreement and applicable regulations or directives for resolving the
10 grievances or complaints. They may not, however, continue to advise the employee on courses of
11 action after the employee has indicated they do not desire to pursue a grievance. This does not,
12 however, preclude the Association's right to pursue the matter to conclusion. They may consult with
13 the District on complaints without a grievance being made by an individual employee.
14
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16
17 **ARTICLE VI**

18
19 **HOURS OF WORK, WAGES AND WORKING CONDITIONS**
20

21 **Section 6.1. Definite Work Week and Shift.**

22 Each employee shall be assigned to a definite shift and work week with designated times of beginning
23 and ending. Shift and work week shall not be changed without reasonable notice to the employee.
24

25 **Section 6.1.1.**

26 Paraeducators employed in positions which are not in whole or in part funded by the Federal
27 Government, or by specific State categorical monies, shall work a minimum of six and one-half
28 (6½) hours per day, exclusive of a thirty (30) minute duty-free lunch.
29

30 **Section 6.1.1.1.**

31 It is agreed that two Paraeducators per building, hired after September 1, 1988, may be
32 assigned to a daily shift of less than six and one-half (6-1/2) hours.
33

34 **Section 6.2. Rest and Lunch Breaks.**

35 Each shift of five (5) hours or more per day shall include a thirty (30) minute duty-free, unpaid lunch
36 period as near the middle of the shift as practicable. Employees shall receive a paid fifteen (15) minute
37 rest period for each three (3) hours worked. The rest period shall occur as near the middle of each
38 three (3) hour shift as practicable.
39

40 **Section 6.3. Defined Work Week.**

41 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
42 days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a
43 workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. If
44 District and/or student need necessitates a less than five (5) day workweek, the Association shall be
45 notified and the parties shall mutually agree to the schedule prior to the position being posted.
46
47

1 **Section 6.3.1. Summer Work Schedule.**

2 During the summer months, employees may work a flexible work schedule with the permission
3 of their supervisor.
4

5 **Section 6.4. Worked Lunch Break.**

6 Employees required to work through their regular lunch periods will be given a time to eat at a time
7 agreed upon by the employee and their supervisor. In the event the District requires an employee to
8 forego their lunch period and the employee works their entire shift, including the lunch period, they
9 shall be compensated for the foregone lunch period at overtime rates.
10

11 **Section 6.5. Emergency School Closure/Late Start.**

12 In the event of an unusual school closure/late start due to inclement weather, plant in-operation, or the
13 like, the District shall notify employees. It is the employee's responsibility to monitor broadcast
14 systems, e.g., e-mail, phone, television and/or radio networks, etc. for school closure/late start
15 information. If a decision is made to close schools after an employee has left for work, the employees
16 reporting to work shall receive two (2) hours pay at the employees hourly rate. In the event of a
17 delayed start of school due to the above conditions, an employee will be expected to report to work for
18 their regular shift at their regular time, or at a time adjusted by their supervisor e.g. a late start may
19 cause cancellation of breakfast therefore an employee with a breakfast assignment may start later. If
20 the employee deems the conditions unsafe, he/she should report to work as soon as reasonable, but no
21 later than the announced starting time.
22

23 **Section 6.6. Overtime.**

24 In the assignment of overtime, the District agrees to provide the employee with as much advance
25 notice as practicable in the circumstances. Normally an employee designated to work overtime on
26 days outside their workweek will be advised of the possibility no later than twenty-four (24) hours
27 prior to the end of their last scheduled shift before the overtime commences.
28

29 **Section 6.6.1. Overtime Compensation Rates.**

30 All hours worked in excess of forty (40) hours per week, shall be compensated at one and one-
31 half (1½) times the employee's hourly rate.
32

33 **Section 6.6.2. Compensatory Time.**

34 Compensatory time may be granted at the employee's request and with the approval of the
35 appropriate administrator. Such time will be accumulated on the same basis as overtime.
36 Earned compensatory time must be taken at a mutually agreeable time no later than the end of
37 the pay period following the month in which it was earned or it will be paid as soon as
38 practicable thereafter. All compensatory time shall be maintained in the form of written
39 records on White River School District compensatory time record forms.
40

41 **Section 6.7. Filling in for a Higher Classification.**

42 Employees requested to move out of their position, or a portion of their position, and substitute in a
43 position normally filled by a higher classification, employee shall receive compensation for the number
44 of hours worked in the higher rated position in accordance with the language in Article XV,
45 Section 15.9. Employees may accept substitute assignments in addition to their regular assignment at
46 the substitute hourly rate of pay, provided however that when an employee volunteers to accept a sub

1 position or extra duty in addition to their regular assignment and it is within their own classification,
2 they shall not be paid less than their hourly rate.

3
4 **Section 6.7.1.**

5 Employees in active pay status for an entire month or more, while filling in for an employee
6 with more hours, shall accrue and use sick leave according to the hours they are working.

7
8 **Section 6.7.2.**

9 No existing employee shall be paid less than their own rate of pay for voluntarily moving out of
10 their regular position, or a portion of their position, to substitute in a lower, equal or higher
11 rated position.

12
13 **Section 6.8. Paraeducators.**

14 Paraeducators shall not be responsible for the preparation of lesson plans and the determination of
15 report card grades. Paraeducators assigned to direct instructional duties will work with their principal
16 and teacher to find reasonable opportunities for preparation of instructional materials within their work
17 day. Paraeducators shall be compensated for required tasks performed at the direction of their budget
18 authority/authorities which are beyond their scheduled hours. The District will not regularly utilize
19 non-PSE employees or volunteers, exclusive of certificated staff, to provide direct instruction to
20 students or to work in school libraries in lieu of paraeducators or educational assistants.

21
22 **Section 6.8.1.**

23 Paraeducators assigned to support core-curriculum, or relevant technology, will be provided
24 training.

25
26 **Section 6.9. Student Catheterization.**

27 Newly hired and/or current specialized paraeducators will receive appropriate catheterization training
28 at no cost to the employee prior to being assigned a student catheterization assignment. Specialized
29 paraeducators hired prior to September 2007 are grandfathered without penalty and do not have to
30 accept a student catheterization assignment. Trained specialized paraeducators will provide services in
31 accordance with RCW 28A.210.280 as now or as hereafter amended.

32
33 **Section 6.10. Small Group Size.**

34 For paraeducators, every effort will be made to keep small groups limited to no more than eight (8)
35 students.

36
37 **Section 6.11. Emergency Certificated Substitute.**

38 If an employee with appropriate certification volunteers to substitute for a classroom teacher, he/she
39 will be paid an additional three dollars (\$3.00) per hour over their hourly rate or the District
40 certificated substitute rate, whichever is higher. An employee with appropriate certification may be
41 required to substitute for a classroom teacher only if all reasonable efforts to cover the classroom have
42 been exhausted in an emergency situation

43
44 **Section 6.12. Technology Call Back.**

45 The District will pay a minimum of two hours at the straight time or overtime rate, whichever is
46 applicable, when a District or Building Technology employee is called back to work after their work
47 shift. The callback must be authorized by the employee's supervisor or another District administrator.

1 **Section 6.13. Short Term Summer Employment.**

2 Employees interested in short term summer assignments (less than thirty working days) will indicate
3 such by completing a district summer employment interest checklist no later than the last school day of
4 the current year. All requests expire on the first school day of the next school year. The District shall
5 have the authority to award short term summer work without exception. Employees shall be paid at
6 their hourly rate if within their classification.
7

8 **Section 6.14. District Waiver Requests.**

9 The State Board of Education’s authority to grant waivers from basic education program requirements
10 is RCW 28A.305.140 and RCW 28A.655.180(1). Should the District receive a waiver for the purposes
11 of professional development, employees shall not suffer a loss in wages or benefits.
12
13

14
15 **ARTICLE VII**

16
17 **HOLIDAYS AND VACATIONS**
18

19 **Section 7.1. Holidays.**

20 All employees subject to this Agreement shall receive the following paid holidays which fall within
21 their work year:
22

- | | |
|--|-------------------------------|
| 23 1. Labor Day | 8. New Year's Day |
| 24 2. Veterans' Day | 9. Martin Luther King Jr. Day |
| 25 3. Thanksgiving Day | 10. Presidents' Day |
| 26 4. Day after Thanksgiving Day | 11. Friday of Spring Break |
| 27 5. Day before or after Christmas | 12. Memorial Day |
| 28 6. Christmas Day | 13. Independence Day |
| 29 7. Day before or after New Year's Day | |
| 30 | |

31 **Section 7.1.1. Unworked Holidays.**

32 Eligible employees shall receive pay equal to their normal work shift at their hourly rate in
33 effect at the time the holiday occurs. An employee who is on the active payroll on the holiday
34 and has worked either his/her last shift preceding the holiday or his first scheduled shift
35 succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such
36 unworked holiday. An exception to this requirement will occur if the employee can furnish
37 proof satisfactory to the District that because of illness he/she was unable to work on either of
38 such shifts, and his/her absence previous to such holiday by reason of such illness has not been
39 longer than thirty (30) regular workdays.
40

41 **Section 7.1.2. Worked Holidays.**

42 Employees who are required to work on the above described holidays shall receive the pay due
43 them for the holiday, plus twice their hourly rate for all hours worked on such holidays, unless
44 the employee starts to work at 10:00 P.M. or thereafter on that date.
45
46
47

1 **Section 7.1.3. Additional Compensation for Longevity.**

2 After ten (10) years of service to the district, employees shall receive annually, starting on year
3 eleven (11), an amount equal to one regular day of pay at their hourly rate. This amount shall
4 be noncumulative and shall be paid on a twelve (12) month basis.

5
6 **Section 7.2. Vacations.**

7 All employees subject to this Agreement who are employed for two hundred twenty-five (225) days or
8 more per year shall receive paid vacation days based upon their year placement on the salary schedule
9 of their classification.

10 Year 1 = 10 of their days (prorated to percentage of work year remaining upon hire.)

11 Year 2 = 11 of their days Year 7 = 16 of their days

12 Year 3 = 12 of their days Year 8 = 17 of their days

13 Year 4 = 13 of their days Year 9 = 18 of their days

14 Year 5 = 14 of their days Year 10 to 14 = 20 of their days

15 Year 6 = 15 of their days Year 15 to 19 = 22 of their days

16 Year 20 and above = 25 of their days
17

18 **Section 7.2.1.**

19 Vacation periods shall be established upon mutual agreement between the District and
20 employees, subject to the seniority provisions of this Agreement.

21
22 **Section 7.2.2.**

23 Vacation leave shall accrue on a monthly basis from September 1st to August 31st. Employees
24 are encouraged to use their vacation. Employees may not carry over more than thirty (30) days
25 of vacation from year to year. Employee vacation balances exceeding thirty (30) days on
26 August 31st will be reduced to that maximum in September of each year. A maximum of thirty
27 (30) accrued vacation days may be cashed in upon resignation or retirement from the school
28 district.
29
30
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32 **ARTICLE VIII**

33 **LEAVES**

34
35 **Section 8.1. Sick Leave (Personal Illness, Injuries and Emergencies).**

36 All employees shall be granted leave of up to twelve (12) days for their regular work year. Leave days
37 will be credited at the beginning of the employee's work year. Employees hired after the beginning of
38 their work year will receive prorated days. In the event that an employee is given additional hours for
39 an entire month or more, they shall accrue and use sick leave according to the hours they are working.
40 Leave days granted under this section may be used for personal illness or temporary disabilities,
41 including disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and
42 the recovery thereof. An employee may also use this leave to care for a child of the employee with a
43 health condition which requires treatment or supervision, or a spouse, parent, parent-in-law,
44 grandparent, sibling, in-law, grandchild, step family, or foster child of the employee who has a serious
45 health condition or an emergency condition.
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1 The employee must inform his or her school supervisor sixty (60) days prior to an expected absence
2 due to childbirth or, when possible, any other planned disability such as surgery. Any employee using
3 sick leave of more than five (5) consecutive work days from accumulated leave shall, at the option of
4 the supervisor, submit medical documentation to his or her supervisor the sixth (6th) work day after the
5 first day of illness or disability and every twenty (20) work days thereafter while the illness or
6 disability persists. An employee who has used all accumulated leave under the Article and who is
7 beyond FMLA or WFLA protection, if available, must apply for a leave without pay as set forth in
8 Section 8.5 or 8.6. Employees shall report illness or physical disabilities in accordance with the
9 procedure specified by the supervisor in advance of the next assigned obligation.

10
11 **Section 8.1.1. Washington State Attendance Incentive.**

12 Leave days accumulated under this section are subject to the attendance incentive program as
13 set forth in RCW 28A.400.210-212, as now adopted or hereafter amended.

14
15 **Section 8.1.2. Leave Sharing.**

16 The parties agree to implement a leave sharing program consistent with State law.

17
18 **Section 8.1.3. Federal Family Medical Leave Act (FMLA).**

19 Provisions of the Federal Family and Medical Leave Act shall apply to all employees working
20 seven hundred fifty (750) or more hours per year. Except for this provision, all other aspects of
21 FMLA shall be applied according to the statute as legally determined by the District. (Statute
22 says 1,250 hours.)

23
24 **Section 8.1.4. Washington State Family Leave Act.**

25 The District will comply with Washington legislated Family Leave Act as now or hereafter
26 amended for each member of the bargaining unit who qualifies for this leave by statute.

27
28 **Section 8.2. Personal Leave.**

29 All employees shall be granted three (3) days personal leave per year. Personal leave may be used at
30 the discretion of the employee with prior approval of their immediate supervisor. Employees are
31 encouraged to request leave with as much advance notice as possible and use advanced planning for
32 their total personal leave allocation. Supervisors shall consider requests on a first come, first served
33 basis and may use availability or qualified substitutes when considering multiple same day requests.
34 Personal leave shall not be revoked by the employer once approved. Personal leave shall not be
35 deducted from sick leave.

36
37 Employees shall be compensated at the end of their work year for unused personnel leave at their
38 hourly rate unless they choose to bank a maximum of two (2) unused personal leave days for the next
39 work year. Requests to bank personal leave shall be made by the employee in writing to payroll prior
40 to the end of their work year. An employee's personal leave balance may not exceed five (5) days in
41 any work year.

42
43 PERS I employees in the two (2) years prior to retirement are not eligible for cash out. If the PERS I
44 employee has already received cashout for personal leave in the two (2) years prior to retirement, that
45 amount will be deducted from the employee's final paycheck.

1 **Section 8.3. Bereavement Leave.**

2 Each employee subject to this Agreement shall be permitted the following days per occurrence for the
3 death of the following people. Such leave is noncumulative and not to be deducted from sick leave.

4
5 One (1) day - aunts, uncles, or close personal friends.

6
7 Five (5) days - a person who had been living in the employee's household or the
8 employee's spouse, mother, father or children. Also, an immediate
9 family member who is not a household member. "Immediate family"
10 means sisters, brothers, in-laws, grandparents, grandchildren, foster
11 parents, foster children, or step-family members.

12
13 **Section 8.4. Judicial Leave.**

14 An employee shall be granted a leave of absence without loss of pay while serving as a summoned
15 member of a jury, a witness in court, or is named as a co-defendant with the District.

16
17 **Section 8.5. Leave of Absence.**

18 Upon recommendation of the immediate supervisor through administrative channels to the
19 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
20 leave of absence for a period not to exceed one (1) year.

21
22 **Section 8.5.1.**

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

27
28 **Section 8.5.2.**

29 The employee will retain accrued sick leave, vested vacation rights, and existing seniority
30 rights while on leave of absence. However, additional seniority, vacation credits and sick leave
31 shall not accrue while the employee is on leave of absence.

32
33 **Section 8.6. Short-Term Leave Without Pay.**

34 Unpaid leave of absence for five (5) days or less may be requested for personal reasons after all
35 available appropriate leaves have been exhausted. Requests for more than five (5) days must be
36 approved by the School Board. The use of this provision is intended for those instances where an
37 employee must attend to a matter which cannot be accommodated by existing leave and cannot be
38 scheduled on non-work time. This type of leave cannot be used to provide recreation or vacation
39 during the regularly scheduled school term. Application for short-term unpaid leave must be made to
40 the Executive Director of Human Resources on the WRSD Unpaid Leave Request form at least ten
41 (10) days prior to the date requested, except in emergency cases.

42
43 **Section 8.7. Military Leave.**

44 An employee serving as a member of the Washington National Guard or any reserve component of the
45 Armed Forces of the United States may take leave for active duty required in fulfillment of the military
46 obligations, upon application therefore. The employee must have been serving in public employment
47 within the state for a period of six (6) months preceding his/her leave dates.

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ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1. Seniority Established.

The seniority of an employee in the bargaining unit shall be established as of the date on which he was hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 9.1.1. Seniority Tie Breaker.

In the event that two (2) or more employees have the same hire date, seniority order within that hire date shall be determined by the date of the earliest employment with the District. Only those years which are immediately prior to and consecutive to the year/date of employment shall be used to make this determination. Time spent as a substitute shall not be included as years qualifying toward a seniority tie-breaker. Time spent in non-continuing positions shall qualify toward the seniority tie-breaker. Should two (2) or more employees still have the same hire date, seniority shall be decided by lot.

Section 9.2. Probation.

Each new hire shall remain in a probationary status for a period of not more than sixty (60) working days following the hiring date. Working days are days the employee reports to work. During this probationary period, the District may discharge such employee without just cause. Upon written request by the District, and with mutual agreement by the Association, the District may extend the probationary status for an additional twenty (20) working days.

Section 9.3. Retroactive Rights.

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

Section 9.4. Loss of Seniority.

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

- A. Resignation;
- B. Discharge for any reason contained in this Agreement; or
- C. Retirement.

Section 9.5. Retention of Seniority.

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- C. Time spent on other authorized leaves of absence, not to exceed one (1) year.

Section 9.6. Seniority Effective in Classification.

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

1 **Section 9.6.1. Change in Classification or Bargaining Unit.**

2 Employees who change general job classifications or accept employment within a different
3 bargaining unit in the White River School District, shall retain their seniority for a period of
4 one (1) calendar year. Such seniority rights shall not entitle an employee to bump into a filled
5 position, but shall entitle an employee to be placed on the reemployment list referenced in
6 Section 9.10.

7
8 **Section 9.6.1.1. Specialized/Instructional Paraeducators.**

9 Instructional paraeducators who move to the specialized paraeducator category will be
10 granted their existing seniority in the specialized paraeducator classification.

11 Specialized paraeducators who move to the instructional paraeducator category will be
12 granted their existing seniority in the instructional paraeducator classification.

13
14 **Section 9.7. Application of Seniority.**

15 The employee with the earliest hire date shall have absolute preferential rights regarding shift selection
16 and vacation periods. The employee with the earliest hire date shall have preferential rights regarding
17 promotions, transfers, and layoffs when ability and performance are substantially equal with those
18 individuals junior to him. If the District determines that seniority rights should not govern because a
19 junior employee possesses ability and performance substantially greater than a senior employee or
20 senior employees, as substantiated by the hiring process, the employee may request, and shall be given,
21 an appointment with the hiring administrator to discuss the administrator's rationale for non-selection
22 of the senior employee.

23
24 **Section 9.7.1. Cross Training.**

25 The District shall make a good faith effort to provide cross training for employees interested in
26 additional hours at the work site and assuming the positions of absent co-workers.

27
28 **Section 9.7.2. Voluntary Transfer.**

29 Employees who desire a transfer (a change in location from one school to another) may file a
30 written statement of such desire with the Superintendent or designee. Such statement shall
31 include the office area, grade level or subject area to which the employee desires to be
32 transferred, in order of preference. All requests expire December 31st. An employee may
33 reapply after December 31st. It is understood that a position shall not be vacated solely for the
34 purpose of granting such a request. It is also understood that an employee requesting a transfer
35 may be given an open position without the necessity of posting. Seniority will be one of the
36 factors considered when an employee requests a transfer.

37
38 **Section 9.8. Posting of Open Positions.**

39 All positions which are open will be publicized within the bargaining unit as soon as is practicable
40 after the District is apprised of the opening. The Association's President will receive an electronic
41 copy of the posting upon publication to both their personal and district email addresses. Any employee
42 not selected for a position may request and shall be given an appointment with the hiring administrator
43 to discuss his/her interview and the administrator's rationale for non-selection. All other applicants
44 shall be notified when the position is filled. No position will be filled until it has been posted at each
45 worksites and on the District website for a minimum of five (5) working days.

1 **Section 9.8.1. Temporary Vacancies.**

2 All temporary vacancies in excess of thirty (30) working days, which are not filled first from
3 within the building and then the bargaining unit, shall be posted consistent with Section 9.8,
4 and shall clearly list the temporary ramifications of the posting.
5

6 **Section 9.8.1.1. Outside of Classification.**

7 Employees from outside the classification shall be given special consideration for
8 temporary assignments when no employee from within the job classification has
9 applied. Employees shall be evaluated in writing on their temporary assignments of
10 thirty (30) days or more. Employees evaluated as unsatisfactory shall be ineligible for
11 future consideration.
12

13 **Section 9.8.1.2. One Year Positions.**

14 The District will work to minimize the number of one-year positions.
15

16 **Section 9.8.2. Provisional Guaranteed Interview.**

17 Employees who apply for a position in the bargaining unit and meet the minimum listed
18 qualifications shall be guaranteed an interview, unless a more senior employee has been hired.
19

20 **Section 9.8.3. Awarding of Additional Time.**

21 It is understood that up to two (2) hours of additional time can be added to any current
22 employee without having to follow the posting process in the collective bargaining agreement.
23

24 **Section 9.9. Credit for Like Experience.**

25 **Section 9.9.1. Prior Washington State K-12 Experience.**

26 Per RCW 28A.400.300 new employees previously employed in other school districts and
27 former employees of White River School District shall be given credit for such service for
28 purposes of salary placement consistent with their relevant experience as if such employment
29 occurred under this collective bargaining agreement. The District will honor other District
30 experience as it applies in accordance with State Law. For purposes of seniority rights under
31 Article IX, however, the hire date of such employees shall be the first day of their current term
32 of employment, with no credit for past employment.
33

34 **Section 9.9.2. Other Experience.**

35 New employees with like experience, in a similar position to the one to be held in White River
36 School District shall be given credit for such service for purposes of salary placement
37 consistent with their relevant experience. For purposes of seniority rights under Article IX,
38 however, the hire date of such employees shall be the first day of their current term of
39 employment, with no credit for past employment.
40

41 **Section 9.10. Reduction in Force.**

42 In considering program and service reductions, the Board shall endeavor to maintain classified staff
43 and instructional items in support of the same. Every effort will be made to allow any necessary staff
44 reduction to come from normal attrition, retirements, and resignations.
45
46
47

1 In the event a reduction in force causes an employee to lose one (1) hour per day or more time, that
2 employee shall be entitled to bump an employee within their classification with less seniority holding a
3 similar position in the District. No employee may bump into a higher paid position or into one with
4 more hours per day or more annual hours than they previously had. The District shall have the right to
5 require the employee to bump the least senior person filling a position of appropriate hours and which
6 the senior employee is qualified to perform.

7
8 As a result of the reduction in force (RIF), employees who lose an hour or more per day, or their job,
9 shall be placed on a re-employment list by the District according to seniority ranking within their
10 classification. Such employees are to have priority in filling an opening in the classification held
11 immediately prior to the reduction in force. No employee shall be recalled into a higher paid position
12 or to one with more hours per day or more annual hours than they previously had. Names shall remain
13 on the re-employment list for two (2) years.

14
15 An individual who is recalled from the re-employment list due to the reduction in force shall retain
16 their seniority rights which were accrued prior to the reduction in force.

17
18 Those employees who are placed on the re-employment list will receive a reduction in force (RIF)
19 notice following the completion of the reduction in force process which contains at least the following:

- 20
- 21 1. Name, position, and date of hire of employee;
- 22 2. Reason for the reduction in force;
- 23 3. A form requesting an updated mailing address and phone number of the employee for purposes
24 of recall;
- 25 4. Identify COBRA benefits through payroll office.
- 26

27 **Section 9.11. Layoff.**

28 **Section 9.11.1.**

29
30 Should the District decide to layoff any continuing part-time employee, the employee shall be
31 so notified in writing prior to the expiration of the school year.

32 **Section 9.11.2.**

33
34 An employee on layoff status shall file his/her address in writing with the personnel office of
35 the District and shall thereafter promptly advise the District in writing of any change of
36 address.

37 **Section 9.11.3.**

38
39 An employee shall forfeit rights to reemployment as provided in Section 9.10. if he/she does
40 not comply with the requirements of Section 9.11.2., or if he/she does not respond to the offer
41 of reemployment within ten (10) days.

42 **Section 9.11.4.**

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

1 **Section 9.11.4.1.**

2 For an offer of re-employment to be considered “substantially equal” it must be within
3 one (1) hour per day of the number of hours per day worked by the employee in the
4 position held immediately prior to the reduction in force (RIF) and it needs to include
5 the same benefit package held by the employee prior to being RIFed. The employee
6 will remain on the re-employment list (RIF List) for two (2) years, or until the employee
7 is offered a position of “substantially equal” hours per day and benefits.

8
9 **Section 9.11.5. Notice of Layoff.**

10 In case of economic layoff, the District shall give employees two (2) weeks notice.

11
12 **Section 9.11.6.**

13 Nothing contained in this section shall be construed to prevent the District from implementing
14 an economic layoff at any time during the school year.

15
16 **Section 9.12. Seniority List.**

17 All employees will receive a personal copy of the bargaining unit seniority list by April 1st of each
18 year,

19
20
21
22 **ARTICLE X**

23 **JUST CAUSE/DISCIPLINE/DISMISSAL**

24
25
26 **Section 10.1. Justifiable Cause.**

27 The District may discharge or discipline any employee subject to this Agreement for justifiable cause.

28
29 **Section 10.1.1.**

30 Employees will receive discipline in a confidential setting.

31
32 **Section 10.1.2.**

33 There will be no retaliation against an employee for reporting inappropriate conduct of another
34 employee.

35
36 **Section 10.2. Resolution of Just Cause.**

37 The issue of justifiable cause shall be resolved in accordance with the grievance procedures of this
38 Agreement.

39
40 **Section 10.3. Notice of Resignation.**

41 Employees shall give the District two (2) weeks notice of their intent to terminate employment;
42 provided, however, that the Association shall suffer no liability in this regard.

43
44 **Section 10.4. Notification To Continuing Part-Time Employees.**

45 Continuing part-time employees shall be notified in writing of the date they are to return to work and
46 their scheduled days and hours, prior to August 1 of each year. All employees shall be notified in

1 writing by October 1 of their step placement and projected annual salary. Such notification shall not
2 constitute an individual contract, but shall be consistent with Article VI.

3
4 **Section 10.5. Discharge After School Year.**

5 Nothing contained in this section shall be construed to prevent the District from discharging an
6 employee for acts of misconduct occurring after the expiration of the school year.

7
8 **Section 10.6. Timely Investigations.**

9 It is in the best interest of the District and the Association to expeditiously complete investigations
10 involving serious allegations against classified employees covered by this Agreement. When the
11 superintendent/designee deems it necessary to put an employee on administrative leave, the
12 investigation will be completed in a timely manner.

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14
15
16 **ARTICLE XI**

17
18 **INSURANCE AND RETIREMENT**

19
20 **Section 11.1. Insurance.**

21 Recognizing that proper medical and welfare insurance programs are an essential portion of an
22 employee's benefits, the District has established a District Benefits Committee in which the
23 Association is a member. After taking into consideration recommendations from the District Benefits
24 Committee, the District shall select a proper insurance package of health, welfare and life insurance.
25 Employees may sign up for an insurance package during the open enrollment period. New employees
26 may sign up for an insurance package within thirty (30) days of employment.

27
28 An employee who works 1440 hours or more per year will be considered full-time for purposes of
29 receiving insurance benefits (Benefit FTE). Employees who work less than 1440 hours per year will
30 receive a prorated share of this benefit.

31
32 The District will pay the Health Care Authority (HCA) cost.

33
34 In the event the District is out of compliance with RCW 28A.3150 or the Appropriations Act in effect
35 when the insurance benefit is payable as determined by the Superintendent of Public Instruction, the
36 Washington State Auditor, a court of law, or any agency or official with authority to monitor
37 compliance, then the District may reduce the insurance benefit to bring the District in compliance.
38 Such reduction may involve the recovery of previously-paid funds, if needed, in order to bring the
39 District into compliance.

40
41 Employees will receive an amount equal to the state insurance allocation, based on their Benefit FTE.
42 Basic insurance benefits are determined through local bargaining and are limited by law to medical,
43 dental, vision, group term life, and group long-term disability.

44
45 All employees choosing medical insurance shall pay a mandatory out-of-pocket share (see below) prior
46 to receiving any insurance allocation. The employee's out-of-pocket share for the term of this contract
47 shall be a minimum of 5% of the premium for the medical plan the employee chooses.

1 If an employee does not use an amount equal to the state insurance allocation as determined by
2 legislature, then the difference between the actual amount needed for insurance by the individual
3 employee and the amount equal to the state allocation, shall be allocated to an insurance pool. The
4 insurance pool shall be calculated only in the months of September, October and November and shall
5 be allocated monthly to each FTE employee up to the cost of his/her insurance package and shall be
6 divided among employees working less than a full-time equivalent based upon their percentage of
7 employment. After November, the District shall notify the Association if a recalculation should be
8 made and shall provide documentation of the necessity of adjustment in order to maintain full
9 compliance.

10 Pooling shall meet state requirements. The basic benefit package shall include dental, vision, life and
11 medical.

12
13
14 The District shall provide the monies specified in Section 11.1 for employee insurance benefits. Such
15 payments shall be made on a twelve-month basis. Such payments may be used towards dental, vision,
16 life and medical insurance (respectively). Dental and vision are mandatory for all employees.
17 Employees working seventeen and one-half (17 ½) hours or more in a week will receive mandatory
18 life insurance and be eligible to choose medical insurance.

19
20 If after pooling for basic benefits there remain fringe benefit dollars, that amount will be divided
21 equally among all bargaining unit members for application to voluntary plans per state requirements,
22

23 If another bargaining unit is granted more favorable health insurance benefits, such benefits will also
24 be provided to this bargaining unit.

25
26 **Section 11.2. Workers Compensation/L&I.**

27 All employees shall be covered by the Workers' Compensation Trust under the rules of the State
28 Department of Labor and Industries.

29
30 **Section 11.3. Tort Liability.**

31 The District shall provide tort liability coverage for all employees subject to this Agreement.
32

33 **Section 11.4. Employees Retirement System.**

34 In determining whether an employee subject to this Agreement is eligible for participation in the
35 Washington State Public Employees' Retirement System, the District shall report all hours worked,
36 whether straight time, overtime, or otherwise.

37
38 **Section 11.5. Section 125 Plan.**

39 The District agrees to offer a Section #125 plan without cost to the employee.
40

41 **Section 11.6. PEBB.**

42 All aspects of conversion to the Public Employee Benefit Board program shall be considered
43 negotiable unless otherwise legislated.
44

45 **Section 11.7. Insurance/VEBA Account.**

46 Each year the Association shall conduct a meeting to determine if employees shall have access to
47 VEBA accounts.

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ARTICLE XII

PROFESSIONAL DEVELOPMENT AND VOCATIONAL TRAINING

Section 12.1. Professional Development Funds.

In the mutual interest of the District and employees, the District will make funds available to be used for professional development and vocational improvement related to District employment, which may include the WAJATC (Washington Association Joint Apprenticeship Training Committee). All courses, training, and other programs must be approved by the District and/or supervisor. In the event of a double levy failure, the provision of funds as set forth under this Article shall be suspended for the duration of the contract.

Section 12.1.1. Office Personnel, Professional, Technical.

- A. The District will pay annual dues to the Washington Association of Educational Office Personnel (WAEOP) for all employees who express an interest in membership by completing a membership application and submitting the application to the District Office.
- B. The District will allow for up to twenty-four (24) hours of professional development time at the employee's hourly rate of pay for attendance at training courses, conferences, or in-service offered by the District which are approved by the employee's budget authority/authorities. With the budget authority's/authorities' approval up to eight (8) hours of this time may be used for activities other than training.

Section 12.1.2. Specialists, Specialized Paraeducator, Instructional Paraeducator.

The District will allow for up to twenty-four (24) hours of professional development time at the employee's hourly rate of pay for attendance at training courses, conferences, or in-service offered by the District which are approved by the employee's budget authority/authorities. With the budget authority's/authorities' approval, up to eight (8) hours of this time may be used for activities other than training.

Section 12.1.2.1. Specific Training.

Employees assigned to assist students with unique needs requiring specific training, as determined by the District, shall be provided such training at employer expense.

Section 12.1.3. All Other Educational Assistants, Therapy Assistants.

The District will allow for up to twenty-four (24) hours of professional development time at the employee's hourly rate of pay for attendance at training courses, conferences, or in-service offered by the District which are approved by the employee's budget authority/authorities. With the budget authority's/authorities' approval, up to eight (8) hours of this time may be used for activities other than training.

1 **Section 12.1.4. Child Nutrition Employees.**

2 A. The District will pay SNA/WSNA (School Nutrition Association and Washington School
3 Nutrition Association) dues for all employees.

4
5 B. The District will cover the tuition of any SNA or WSNA-sponsored training program
6 approved by the employee's budget authority. Other costs associated with these trainings,
7 such as travel and meals, are the responsibility of the employee.

8
9 C. The District will allow for up to sixteen (16) hours of professional development time at the
10 employee's hourly rate of pay for attendance at training courses, conferences, or in-service
11 offered by the District which are approved by the employee's budget authority/authorities.

12
13 **Section 12.2. Required Training.**

14 Employees attending training courses required by state regulation or District policy as a condition of
15 continued employment will be paid at the employee's hourly rate of pay plus any fee for tuition. Other
16 costs associated with these trainings, such as travel and meals, are the responsibility of the employee
17 unless it is a working lunch and part of the training agenda.

18
19 **Section 12.3. Classroom Materials.**

20 An employee who desires to order classroom materials shall submit a draft purchase order to the
21 building principal. On approval of the building principal, a purchase order will be prepared and
22 forwarded to the Business office. Within two weeks, a copy of the purchase order shall be returned to
23 the employee setting forth the disposition of the order, whether ordered, deferred, or canceled, and the
24 explanation of any such deferral or cancellation.

25
26 **Section 12.4. Additional Training.**

27 When an employee uses all of his/her available professional development time, the principal should
28 consider approving pay for additional classified training.

29
30 **Section 12.5. District Insurance Benefits Committee.**

31 One (1) PSE-appointed representative from the bargaining unit will be invited to participate on paid
32 release time to attend District insurance/benefit committee meetings.

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35
36 **ARTICLE XIII**

37
38 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

39
40 **Section 13.1. Membership Condition of Employment.**

41 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member
42 of the Association in good standing shall, as a condition of employment, maintain membership in the
43 Association in good standing during the period of this Agreement, or, if the employee does not wish to
44 become a member, they must pay a representation fee as provided in Section 13.3. or 13.3.1 below,
45 whichever is applicable.

1 **Section 13.2. New Hires.**

2 All employees in classifications subject to this Agreement who are not members of the Association on
3 the effective date of this Agreement and all employees in classifications subject to this Agreement who
4 are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of
5 employment, become members in good standing of the Association within thirty (30) days of the
6 effective date of this Agreement or within thirty (30) days of the hire date, whichever is later. Such
7 employee shall then maintain membership in the Association in accordance with the previous section.
8

9 **Section 13.3. Agency Fee.**

10 The parties recognize that an employee should have the option of declining to participate as a member
11 in the Association, yet contribute financially to the activities of the Association in representing such
12 employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of
13 membership requirements of Sections 13.1 and 13.2, an employee who declines membership in the
14 Association may pay to the Association each month a service charge as a contribution towards the
15 administration of this Agreement in an amount set annually by PSE of Washington/SEIU 1948. This
16 service charge shall be collected by the Association in the same manner as monthly dues.
17

18 **Section 13.4. Religious Objector.**

19 Nothing contained in this Agreement shall require Association membership of employees who object
20 to such membership based on bona fide religious tenets or teachings of a church or religious body of
21 which such employee is a member. Such employee shall pay an amount equivalent to regular dues to a
22 non-religious charity or other charitable organization mutually agreed upon by the employee and the
23 Association. The employee shall submit written proof that payment has been made. If the employee
24 and the Association cannot agree on such matter, it shall be resolved by the Public Employment
25 Relations Commission pursuant to RCW 41.56.122.
26

27 **Section 13.5. Refusal.**

28 An employee who refused to become a member of the Association in good standing or pay the service
29 charge or charitable contribution in accordance with the previous sections shall, at the option of the
30 Association, be discharged from employment by the District, subject to two (2) weeks notice to the
31 employee.
32

33 **Section 13.6. Notification of New Hires.**

34 The District will notify the Association of all new hires within ten (10) working days of the hire date.
35 At the time of hire, the District will inform the new hire of the terms and conditions of this Article.
36

37 **Section 13.7. Checkoff.**

38 Upon written authorization of any public employee within the bargaining unit, the District shall deduct
39 from the pay of such public employee the monthly amount of dues, certified by the secretary of the
40 Public School Employees of Washington (PSE), or any agency fee so certified in appropriate cases,
41 and shall transmit the same to the PSE State Office. The District shall also deduct an amount equal to
42 PSE dues in the case of any employee whose claim of religious non-association has been approved by
43 PSE or the Public Employment Relations Commission (PERC), and shall remit the amount to a non-
44 religious charity approved by PSE or PERC. The District shall deduct local dues as established by the
45 local PSE chapter and remit the same to the treasurer of the local PSE chapter. Local chapter dues
46 shall not be deducted from the pay of agency fee payers or religious objectors.
47

1 **Section 13.8. Hold Harmless.**

2 The Association will indemnify and hold the District harmless against any claims brought against the
3 District resulting from the District's compliance with this Article.
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7 **ARTICLE XIV**

8 **GRIEVANCE PROCEDURE**
9
10

11 **Section 14.1. Grievances.**

12 Grievances or complaints arising between the District and its employees within the bargaining units
13 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
14 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. The
15 filing of the grievance at Step I must be within twenty (20) working days from the alleged occurrence
16 or the time the grievant should have known. All grievances not brought to the immediate supervisor in
17 accordance with the preceding sentence shall be invalid and subject to no further processing.
18

19 **Section 14.2. Grievance Steps.**

20
21 **Section 14.2.1. Step 1.**

22 The employee is encouraged to discuss any potential grievance with his/her immediate
23 supervisor. If the employee wishes, he/she may be accompanied by an Association
24 representative at such discussion. The supervisor shall have five (5) working days to respond.
25

26 **Section 14.2.2. Step 2.**

27 If the grievance issue is not resolved to the employee's satisfaction in accordance with the
28 preceding subsection, the employee shall formalize the grievance by reducing it to writing. The
29 written statement of the grievance shall contain the following:
30

- 31 A. The facts on which the grievance is based;
32 B. A reference to the provisions in this Agreement, which have been allegedly violated; and
33 C. The remedy sought.
34

35 The employee shall submit the written statement of grievance to his/her immediate supervisor
36 for reconsideration within ten (10) working days of the response at Step 1 and shall submit a
37 copy to the official in the Administration responsible for personnel. The parties shall meet
38 within five (5) working days of the submission of the form. The supervisor will have five (5)
39 working days after this meeting to respond. If an agreeable disposition is made, all parties to
40 the grievance shall sign it.
41

42 **Section 14.2.3. Step 3.**

43 If no settlement has been reached within the five (5) post-meeting working days referred to in
44 the preceding subsection, and the Association believes the grievance to be valid, a written
45 statement of grievance shall be submitted within fifteen (15) working days to the District
46 Superintendent or his designee. After such submission, the parties will have ten (10) working
47 days from submission of the written statement of grievance to meet and resolve it by indicating

1 on the statement of grievance the disposition. If an agreeable disposition is made, all parties to
2 the grievance shall sign it.

3
4 **Section 14.2.4. Step 4.**

5 If no settlement has been reached within the ten (10) working days referred to in the preceding
6 subsection, the Association, with the employee's approval, may demand arbitration of the
7 grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the
8 application of this Agreement shall then be submitted to arbitration to American Arbitration
9 Association (AAA), Federal Mediation and Conciliatory Services (FMCS) or Public
10 Employment Relations Commission (PERC). The arbitration will be held at a neutral site. The
11 parties further agree to accept the arbitrator's award as final and binding upon them and share
12 the cost of the arbitrator. All other arbitration expenses, including attorney's fees if any, shall
13 be paid by the party incurring them.

14
15 **Section 14.3.**

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

18
19 **Section 14.4. Timelines in Abeyance.**

20 Timelines may be extended or put in abeyance by mutual consent of the Association and District, in
21 writing.

22
23
24
25 **ARTICLE XV**

26
27 **SALARIES AND EMPLOYEE COMPENSATION**

28
29 **Section 15.1. Wages in Salary Schedule (attached).**

30 Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in
31 Schedule A-I, attached hereto and by this reference incorporated herein.

32
33 **Section 15.1.1. Salary Limited Reopener.**

34 If the State Legislature appropriates, allocates, and funds additional monies for salary increases
35 during the term of this Agreement, this agreement may be reopened for the limited purpose of
36 negotiating salaries.

37
38 **Section 15.2. Salaries for Term of Agreement.**

39 Salaries contained in Schedule A-I shall be for the entire term of this Agreement, subject to the terms
40 and conditions of Article XVI, Section 16.3. Should the date of execution of this Agreement be
41 subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

42
43 Salary Schedule changes Starting with the 2017-2018 school year:

- 44 • Year 1 column becomes only the Substitute Wage Rates
- 45 • Year 2 column is eliminated
- 46 • Year 3 column becomes the new Year 1 column for hired employees
- 47 • Year 4 column becomes the new Year 2 column for hired employees

- Year 5 column becomes the new Year 3 – 5 column for hired employees
- Schedule A Office Personnel: collapse from 7 Levels to 2 Levels and amend positions in Level 1 and Level 2
- Schedule G Child Nutrition: eliminate Level 4 Baker (position no longer used) and collapse from six to five levels.
- Schedule I: eliminate Level 1 and 3 (these positions no longer used) and collapse from four to two levels.

Section 15.2.1. Salary Adjustments for Term of Agreement.

For the first year of this Agreement (September 1, 2017 – August 31, 2018)

- Schedule A Office Personnel: the new Level 1 add 50cents per hour plus four percent (4%); the new Level 2 add four percent (4%);
- Schedules B – I: add 25cents per hour plus four percent (4%) to all levels

For the second year of this Agreement (September 1, 2018 – August 31, 2019), salaries shall be increased by three percent (3%) or the 2018-2019 State COLA (Cost of Living Adjustment), whichever is higher, exclusive of Substitute Rate.

For the third year of this Agreement (September 1, 2019 – August 31, 2020) salaries shall be increased by two percent (2%) exclusive of the Substitute Rate and the Agreement shall be reopened for the limited purpose of negotiating salaries.

Section 15.3. Retroactive Pay.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement.

Section 15.4. Incremental Steps.

Increment steps shall take effect on September 1 of each year for twelve month employees and on the employee's first day of work of each work year for all others during the term of this Agreement. A new hire must have been employed at least one-half of the employee's previous work year to be eligible for the increment.

Section 15.5. Personal Vehicle Usage.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile.

Section 15.6. Twelve Month Compensation.

Employees shall receive their annual compensation based upon twelve (12) equal monthly payments.

Section 15.6.1. Employee Verification Responsibility.

Employees shall be expected to verify the accuracy of their own paychecks and report any suspected errors to the District. No salary adjustments shall be made for any year except the current school year.

1 **Section 15.7. Salary Placement for Promotion.**

2 Salary step placement for promotion (move to a higher pay level) will be made based upon the
3 individual's relevant work experience or at the first step that will allow a minimum of a one dollar
4 (\$1.00) per hour raise in pay, whichever is higher, if such a raise is possible on the salary schedule.

5
6 **Section 15.8. Salary Placement for Non-Promotional Position Changes.**

7 Salary placement for non-promotional position changes shall be based on relevant work experience.

8
9 **Section 15.9. Pay for Work in a Higher Classification.**

10 Employees who move out of their position or a portion of their position, and substitute in a position
11 normally filled by an employee at a higher level of pay, shall be paid a rate for that work equal to one
12 dollar (\$1.00) per hour over their own hourly rate.

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15
16 **ARTICLE XVI**

17 **TERM AND SEPARABILITY OF PROVISIONS**

18
19
20 **Section 16.1. Term of Agreement.**

21 The term of this Agreement shall be September 1, 2017 through August 31, 2020.

22
23 **Section 16.2. Application of Provisions.**

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

26
27 **Section 16.3. Agreement Reopener.**

28 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
29 parties in writing. Furthermore, the Agreement can be reopened by the District in the event of levy
30 failure or significant changes in state/federal funding.

31
32 **Section 16.4.**

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

35
36 **Section 16.5.**

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

39
40 **Section 16.6.**

41 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
42 such provision shall be renegotiated pursuant to Section 16.3.

43
44 **Section 16.7.**

45 If the District would be in violation of the law or would incur any penalties or decrease in State support
46 as a result of the salary and benefit increases provided herein, the excess salary and/or benefits

1 provided shall be reduced to the maximum amount legally allowable without the District incurring any
2 penalty or reduction in support.
3
4

5 6 **ARTICLE XVII**

7 8 **SAFE WORKING CONDITIONS**

9 10 **Section 17.1.**

11 The District shall provide safe working conditions for all employees. The employer is responsible for
12 taking all necessary steps to protect employees from assaults on the job. There will be no reprisals of
13 any kind by any party or parties to an employee who files a safety claim on or with the District.
14

15 **Section 17.1.1.**

16 The building principal will annually identify two (2) certificated staff members that will serve
17 as administrator designee during the school day in the absence of the principal.
18

19 **Section 17.2.**

20 Employees may report any concerns about unsafe working conditions, including air quality, to their
21 supervisor in writing. The District shall respond to the employee in writing within ten working days,
22 with a copy to the Association President.
23

24 **Section 17.3.**

25 At the time of hire, all employees in this collective bargaining unit will be provided with one (1)
26 District picture identification badge at no cost to the employee. A damaged badge will be replaced at
27 no cost to the employee. Employees will comply with the Board Policy related to picture
28 identification.
29

30 **Section 17.4.**

31 All employees in this collective bargaining unit who are assigned to supervise children on the
32 elementary playground will be issued a walkie-talkie. All employees who supervise students after
33 lunch in the middle school gym and outdoors will be provided with walkie-talkies.
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Signature Page

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF WHITE RIVER

WHITE RIVER SCHOOL DISTRICT #416

BY: Bonnie Pattison
Bonnie Pattison, Chapter President

BY: Scott Harrison
Scott Harrison, Human Resources Director

DATE: 11-16-17

DATE: 11-16-17

BY: Denise Vogel
Denise Vogel, School Board President

DATE: 11-18-17

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ADDENDUM A

Weingarten Rights: Employee right to union representation

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.”

- If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation.
- Management is not required to inform the employee of his/her Weingarten rights, unless specifically outlined in the union contract.
- It is the employee’s responsibility to know and request.

National Labor Relations Board (NLRB) vs. Weingarten, Inc., 1975 U.S. Supreme Court

WHAT IS THE “WEINGARTEN RIGHT”?

The “Weingarten Rights” 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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ADDENDUM 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 operations 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 of 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?

SCHEDULE J

Employees shall receive premium pay on all hours worked for holding one of the following degrees or certificates:

NAEOP/WAEOP*: PSP Basic.....	50 cents per hour
WASBO*.....	50 cents per hour
NAEOP/WAEOP*: Associate Professional.....	55 cents per hour
NAEOP/WAEOP*: CEOE.....	70 cents per hour
School Nutrition Association (SNA) certification.....	50 cents per hour
A.A. Degree.....	75 cents per hour
PSE Washington State Apprenticeship Program.....	75 cents per hour
Bachelor’s Degree.....	\$1.00 per hour

Should an employee hold more than one degree and/or certificate they shall receive premium pay for the one with the highest hourly rate.

AA and BA Degree premium pay shall require submission of official college transcripts from an accredited institution of higher education.

*A certificate earned under the Professional Standards Program (PSP) of the National or Washington Association of Educational Office Professionals (NAEOP/WAEOP), and/or the Washington Association of School Business Officials (WASBO). An employee must receive prior approval from a budget authority to use one of these certificates for premium pay.

Salary Schedule
White River PSE
September 1, 2017 – August 31, 2018

LEVEL	Substitute Rate	YEAR 1	YEAR 2	YEARS 3-5	YEARS 6-9	YEARS 10-14	YEARS 15-20	YEARS 21-25 3% above previous step	YEARS 26-30 3% above previous step	YEARS 31+ 3% above previous step
SCHEDULE A - OFFICE PERSONNEL										
1	17.64	18.87	19.31	19.76	20.23	20.71	21.18	21.82	22.47	23.14
2	16.68	17.96	18.40	18.83	19.28	19.75	20.23	20.84	21.47	22.11
SCHEDULE B - PROFESSIONALS										
1	20.29	21.74	22.46	23.21	23.99	24.80	25.63	26.40	27.19	28.01
2	17.28	18.43	19.04	19.67	20.32	20.99	21.68	22.33	23.00	23.69
3	17.17	18.32	18.93	19.55	20.21	20.88	21.58	22.23	22.90	23.59
SCHEDULE C - SPECIALIZED PARAEDUCATOR										
1	16.42	17.45	17.94	18.44	18.96	19.50	20.05	20.65	21.27	21.91
SCHEDULE D - INSTRUCTIONAL PARAEDUCATOR										
1	15.87	16.89	17.37	17.85	18.36	18.88	19.41	19.99	20.59	21.21
SCHEDULE E - SPECIALIST										
1	16.76	17.98	18.49	19.01	19.54	20.10	20.68	21.30	21.94	22.60
SCHEDULE F - EDUCATIONAL ASSISTANTS										
1	15.74	16.64	17.10	17.59	18.08	18.58	19.12	19.69	20.28	20.89
2	15.03	16.09	16.55	17.01	17.48	17.98	18.49	19.04	19.61	20.20
3	14.28	15.34	15.77	16.21	16.67	17.13	17.62	18.15	18.69	19.25
4	12.40	13.30	13.67	14.04	14.44	14.83	15.24	15.70	16.17	16.66
5	11.70	12.47	12.81	13.17	13.53	13.90	14.29	14.72	15.16	15.61
SCHEDULE G - CHILD NUTRITION										
1	15.87	17.28	17.77	18.26	18.78	19.31	19.86	20.46	21.07	21.70
2	15.17	16.59	17.07	17.54	18.04	18.55	19.08	19.65	20.24	20.85
3	14.61	16.00	16.44	16.91	17.39	17.87	18.38	18.93	19.50	20.09
4	13.06	14.27	14.66	15.07	15.50	15.93	16.37	16.86	17.37	17.89
5	14.14	14.93	15.35	15.78	16.22	16.68	17.14	17.65	18.18	18.73
SCHEDULE H - THERAPY ASSISTANTS										
1	19.25	20.55	21.24	21.94	22.67	23.42	24.20	24.93	25.68	26.45
2	15.06	16.21	16.59	16.97	17.38	17.78	18.20	18.75	19.31	19.89
SCHEDULE I - TECHNICAL										
1	25.36	27.09	28.00	28.93	29.91	30.91	31.96	32.92	33.91	34.93
2	19.50	20.71	21.31	21.92	22.55	23.20	23.89	24.61	25.35	26.11

SCHEDULE A - OFFICE PERSONNEL

- Level 1 - Office Manager
 - Administrative Secretary
(for Director, for Program Director
for Transportation, Maint & Facilities)
 - Registrar, High School
- Level 2 - Secretary for Personnel/Syst Administrator
 - Secretary for Counseling (secondary)
 - Secretary for Asst Principal (secondary)
 - Secretary for Elementary
 - Office Assistant

SCHEDULE B - PROFESSIONALS

- Level 1 - Technical Support Specialist
- Level 2 - ASB Bookkeeper
- Level 3 - Accounting Assistant
 - Capital Projects Assistant

SCHEDULE C - SPECIALIZED PARAEDUCATOR

- Level 1 - Low Incidence Disabilities
 - Behavior Support Program
 - Developmental Pre-School

SCHEDULE D - INSTRUCTIONAL PARAEDUCATOR

- Level 1 - Instructional Paraeducator
 - Program Support Specialist (AVID Tutor)

SCHEDULE E - SPECIALIST

- Level 1 - Career Information Specialist;
Child Care Specialist; Lead Printer;
District Curriculum Support Specialist

SCHEDULE F - EDUCATIONAL ASSISTANTS

- Level 1 - Lead Courier
- Level 2 - Alternative Room; Learning Lab; Library
- Level 3 - Courier/Clerk; Supervision
- Level 4 - Kids Club Leader
- Level 5 - Child Care Assistant; Kids Club Worker

SCHEDULE G - CHILD NUTRITION

- Level 1 - District Kitchen Manager
- Level 2 - Lead Child Nutrition Worker, High School
- Level 3 - Lead Child Nutrition Worker, Bldg.
 - Dist Child Nutrition Bookkeeper
 - Dist Asst Kitchen Mgr - Shipping/Receiving
- Level 4 - Child Nutrition Worker/Cashier
- Level 5 - Lead Cashier, Bldg (grandfathered)

SCHEDULE H - THERAPY ASSISTANTS

- Level 1 - Speech and Language Pathologist Assistant
 - Physical Therapist Assistant
 - Certified Occupational Therapist Assistant
 - Licensed Practical Nurse
- Level 2 - Health Clerk

SCHEDULE I - TECHNICAL

- Level 1 - District Technology Support Specialist
 - Student Data & Security Manager
 - Technology Customer Support Specialist
- Level 2 - District Building Technician