

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ARLINGTON SCHOOL DISTRICT #16

AND

PUBLIC SCHOOL EMPLOYEES OF

ARLINGTON SCHOOL DISTRICT #1101

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington

P O Box 798

Auburn, Washington 98071

1.866.820.5652

www.pseclassified.org

TABLE OF CONTENTS

Page

PREAMBLE		1
ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	2
ARTICLE II	RIGHTS OF THE EMPLOYER	3
ARTICLE III	RIGHTS OF EMPLOYEES	4
ARTICLE IV	RIGHTS OF THE ASSOCIATION	8
ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	10
ARTICLE VI	ASSOCIATION REPRESENTATION	10
ARTICLE VII	HOURS OF WORK	12
ARTICLE VIII	BYRNES PERFORMING ARTS CENTER (BPAC)	23
ARTICLE IX	HOLIDAYS AND VACATIONS	25
ARTICLE X	LEAVES	27
ARTICLE XI	LONGEVITY, TEMPORARY EMPLOYEES, SUBSTITUTE EMPLOYEES, PROBATION, SENIORITY AND LAYOFF PROCEDURES	34
ARTICLE XII	DISCIPLINE AND DISCHARGE OF EMPLOYEES	39
ARTICLE XIII	INSURANCE AND RETIREMENT	41
ARTICLE XIV	PROFESSIONAL AND PERSONAL GROWTH TRAINING	41
ARTICLE XV	ASSOCIATION MEMBERSHIP AND CHECKOFF	43
ARTICLE XVI	GRIEVANCE PROCEDURE	44
ARTICLE XVII	TRANSFER OF PREVIOUS EXPERIENCE	47
ARTICLE XVIII	SALARIES AND EMPLOYEE COMPENSATION	48
ARTICLE XIX	TERM AND SEPARABILITY OF PROVISIONS	52
ARTICLE XX	APPRENTICESHIP	52
SIGNATURE PAGE		54
SCHEDULE A	SALARY SCHEDULE & VACATION FACTOR 2023-2024	
ADDENDUM 1	PROFESSIONAL STANDARDS PROGRAM	
LETTER OF AGREEMENT: VACATION CREDIT		
LETTER OF AGREEMENT: CLASSIFICATION EVALUATION FORMS		

P R E A M B L E

This Agreement is made and entered into between Arlington School District Number 16 (hereinafter "District") and Arlington School District Local Chapter of the Public School Employees of Washington, an affiliate of 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:

Definitions

The term "day" shall mean School District business day unless otherwise specified herein.

The term "position" shall mean job classification.

The term "assignment" shall mean the specific duties assigned an individual employee.

The term "driving time" for purposes of wage calculation shall mean the period of time exclusive of the one-half (½) hour per day provided for bus drivers for the purpose of fluid maintenance, cleanup, warmup and operational checks. Drivers who operate more than one bus in any given day will receive 0.1 hour (6 minutes) additional time per day per additional bus to pre/post trip any additional bus. Driving time" shall further be defined as time when a driver is operating any District vehicle to include breakdowns or mechanical failure, or when any passengers are present on the vehicle.

The term "pre-trip inspection" shall mean a safety inspection of any School District vehicle used to transport students and staff prior to placing the vehicle in service.

The term "post trip inspection" shall mean a partial safety inspection of any School District vehicle used to transport students and staff after returning from any set of runs or that is being parked and secured for the night.

The term "cleanup" shall include sweeping the bus, cleaning the windows, picking up trash from the floor, and keeping the driver's area clean and tidy.

The term "extra added work" shall mean work performed by a contracted employee outside of an employee contract.

The term "employee contract" shall mean an employee's contractual agreement with the District for hours and days of work for a specific length of time.

The term "contracted employee" shall mean an employee who has an employee contract with the District.

Regular Employee: Anyone hired and approved by the School Board on a continuing basis.

Non-Continuing Employee: Anyone hired and approved by the School Board for a specific amount of time with a defined ending date.

Substitute Employee: Anyone hired on a daily basis to replace a regular employee who is absent.

1 Temporary Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to
2 exceed sixty (60) continuous days in a twelve (12) month period, and who does not replace a regular
3 employee.

5 Long Term Substitute Employee: A Substitute Employee hired on an extended daily basis to replace an
6 employee who is on leave for greater than thirty (30) days.

8 Leave Replacement Employee: Anyone hired for a specific period of time to replace an employee on
9 approved leave.

11 Seasonal Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to exceed
12 sixty (60) continuous days, who works under the direction of a supervisor, who does not work during times
13 when school is in session and who does not replace a regular employee.

15 Class Size Relief Hours: Hours assigned to paraeducators on a temporary basis in accordance with
16 Section 11.10.2.

18 This list of definitions may be increased as deemed appropriate by mutual consent of the parties. Such
19 additional definitions shall be attached as an addendum to this Agreement.

23 ARTICLE I

25 RECOGNITION AND COVERAGE OF AGREEMENT

27 **Section 1.1. Exclusive Bargaining Representative.**

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

32 **Section 1.2. Confidential Employees Not Included in Bargaining Unit.**

33 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
34 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of
35 Directors or Superintendent of the District pursuant to RCW 41.59.020(c)(i)(ii).

37 **Section 1.3. Position Descriptions.**

38 Functions which employees may be required to perform shall be listed in a position description and by this
39 reference incorporated herein. The District will provide a complete set of updated position descriptions to
40 the Association President on an annual basis. In addition, updated position descriptions will be available
41 on-line to all school District employees. Each position shall have a description and an employee may be
42 required to perform any and all of the functions described. Establishment of positions requiring additional
43 functions shall be accompanied by a new position description or a modification of an existing position
44 description. When such changes are made, this Agreement shall be reopened for the purpose of establishing
45 an appropriate rate of compensation. The position description shall include the general job duties required
46 of a person employed in a given position. Specific duties consistent with the position description shall be
47 provided to each employee by the employee's supervisor. The Association has the right to meet with the
48 District to make advisory suggestions in reference to the formulation of job descriptions of positions and
49 assignments.

Section 1.4. Positions Included in Bargaining Unit.

The bargaining unit to which the Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial, Grounds, Paraeducator, Food Service, Maintenance, Individual Classifications, Secretarial-Clerical, Transportation, Nurses, Technology and Non-Certificated. EXCEPT: Accounting Supervisor, Senior Executive Assistant, Executive Assistant, Assistant Supervisor of Transportation, Transportation Supervisor, Benefits Analyst, BPAC Coordinator, BPAC Director, BPAC Theater Manager, Director of Food Service, APPLE (ECEAP) Program Manager, Fiscal Assistant, Human Resource Specialist, Maintenance Supervisor, Payroll Supervisor and Public Information Officer for a total of twenty (20) excluded employees.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Management Rights – Hiring and Assignments.

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 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, means, and the personnel by which such operation is conducted.

Section 2.2. Management Rights – Making Rules and Regulations.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In 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. Employees shall comply with all District policies and procedures adopted by the Board of Directors. Employees having contact with students shall maintain reasonable standards of behavior, personal cleanliness and dress.

Section 2.3. Security/Video Cameras.

Security/video cameras may be used in the workplace to maintain the health, safety and security of staff, students, the community and property, but not for the general purpose of evaluating or monitoring employee performance. Security/video cameras are used on District property, such as common areas including hallways, parking lots, commons, stadiums and District vehicles. Other cameras may be placed in schools to record student events or classroom lessons. Video recordings may be shared with law enforcement personnel to assist in the investigation of criminal behavior. Employees will be notified when a security/video camera is in their workplace. The District shall only use camera video footage for discipline in specific incidents of misconduct consistent with the provisions of this Agreement. If security/video camera recordings are used in the discipline of an employee, the employee may review the recording(s) upon request to the District. The District will not engage in suspicionless viewing of video recordings. Video and audio recordings shall be used only in accordance with applicable State and Federal laws.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Employee Right to Participate in Bargaining Unit.

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

Section 3.2. Employee Right to Share Concerns.

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

Section 3.3. Performance Discussions.

Employees subject to this Agreement have the right to have Association representatives or other persons present at formal discussions of performance between themselves and supervisors or other representatives of the District as hereinafter provided. Informal discussions providing specific direction of performance, clarifying responsibilities, or identification of potential performance deficiencies are not included. Any such meeting will be scheduled at a mutually agreeable time that ensures the employee has adequate time to arrange for a Union representative to be present. The District will notify the employee of their right to Union representation in their request for a meeting.

Section 3.4. Non-Discrimination.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, religion, creed, color, ancestry, national origin, age, marital status, honorably discharged veteran or military status, gender, gender expression or identity, sexual orientation, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or any other basis prohibited by law.

Section 3.5. Employee Files.

A. Personnel File.

1. Only one (1) personnel file shall be maintained in Human Resources for each employee of the bargaining unit and may contain the following items of information:
 - a. Application Materials
 - b. Contract and Payroll Materials
 - c. The employee's evaluation reports
 - d. Certification documents
 - e. A transcript of academic records
 - f. Disciplinary Action
2. Employees covered by this Agreement have the right, in the presence of a person designated by the District administration, to inspect the contents of their personnel files

1 kept within the District. Such inspection shall be done during normal business hours and
2 each employee is entitled to have a personal representative present at this review. No
3 information included in this file may be altered or removed. Items the employee
4 considers important may be included in the file at the employee's request, but the
5 employer may attach comments to this material. Copies of any documents placed in
6 these files will be available at no cost.

- 7 3. When any documentation of disciplinary action (see Section 12.1.1.) is placed in an
8 employee's personnel file, the employee shall receive a copy within ten (10) days and
9 shall be given an opportunity to attach any comments relating to this material.
10 Disciplinary material may be removed at the employee's request after three (3) years
11 provided that no further, related instances of misconduct occur. If further instances
12 occur, three (3) years will be calculated from the most recent event. Exceptions will be
13 disciplinary material that the District is required to retain by law.
- 14 4. Employees shall receive a copy of each annual evaluation placed in their personnel files.
15 Information related to performance more than thirty-six (36) months old will not be
16 utilized in making performance-related decisions.

17
18 **B. Supervisor's Working File.**

- 19 1. The building principal or other immediate supervisor may maintain a working file which
20 may contain materials and notes including letters and e-mails from parents and students,
21 letters documenting meetings held for possible disciplinary actions, and written
22 directives. No derogatory material* shall be placed in the supervisor's working file
23 unless such material is shared with the employee within fifteen (15) working days. The
24 employee has the right to add information in the explanation of materials already in the
25 supervisor's working file and may add other items relevant to his/her employment. The
26 working file shall be open to inspection by the employee and the employee's designee in
27 accordance with this Agreement.
- 28 2. No material that might reasonably form the basis for discipline shall remain in an
29 employee's working file for more than two (2) years from the date of entry if no further
30 instances of misconduct occur. If further instances occur, two (2) years will be
31 calculated from the most recent event. When any derogatory material is placed in an
32 employee's working file, the employee shall receive a copy within fifteen (15) working
33 days of its receipt or composition and shall be given an opportunity to attach any
34 comments relating to this material. Material that does not comply with this provision
35 shall not be used as the basis for disciplinary action.

36
37 * "Derogatory material" for purposes of this Section means any material making adverse reference
38 to an employee's competence, or manner.

39
40 **Section 3.6. Evaluations.**

41 Evaluations shall be based on job functions included in the position description applicable to the assignment
42 and specific duties identified by the supervisor consistent with the position description. The proper use, as
43 defined in the CBA, of accrued leave (sick, emergency, personal, and vacation) will not be used in
44 evaluations. Evaluations shall rate the employee on the quality of performance and such ratings shall be
45 used when considering promotion or reassignment. Deficiencies in performance shall be noted and utilized
46 to identify needed training and/or establishment of probationary periods.

At any time during the work year, if an administrator or supervisor is concerned that an employee's performance is unsatisfactory, the administrator or supervisor will discuss the performance concerns with the employee and state the performance expectations. The performance concerns will be discussed privately. The employee may request to have Association representation present during these discussions. An employee will not be rated unsatisfactory for performance concerns on their annual evaluation if these were not previously discussed with the employee, except for performance concerns regarding punctuality and attendance. An employee will not be marked unsatisfactory for being out on L & I.

The employee shall have the right to question the evaluation, seek clarifications and attach comments. Employees will sign the evaluation indicating that they are aware of its contents. The judgment of the supervisor on the quality of performance shall not be the subject of a grievance but accuracy of information upon which the evaluation is based, and procedural matters may be settled utilizing the grievance process.

Evaluations shall be placed in the employee's personnel file, may be inspected by the employee consistent with other provisions of this Agreement, and shall remain in the files for at least three (3) years. Evaluations more than thirty-six (36) months old may not be used in considering promotion, reassignments or dismissal.

Evaluations shall be done annually for the current school year only. Evaluations for employees who work a two hundred and sixty (260) day contract will be completed by August 31st, evaluations for all other employees shall be completed by June 30. Every effort will be made to have evaluations for less than two hundred sixty (260) day employees completed at least two (2) weeks prior to the worker's last scheduled workday. If the employee works under certificated staff or a lead staff member, then the employee's administrator/supervisor will seek input for the evaluation from said staff. No bargaining unit employee may complete the official evaluation of another bargaining unit employee. A copy of the signed evaluation shall be provided to each employee.

Section 3.7. Staff Protection.

The District does not require employees to use personal property while performing work duties. The District will provide financial and/or replacement protection for all employees against loss or damage of personal property while those employees are engaged in District and contracted business and at all times when that personal property is on School District property, a School District vehicle or a School District worksite for in School District use, provided that:

1. The District has requested or permitted the employee to provide such personal property for School District use.
2. Proper safeguards, such as locking up personal property when not in the employee's possession or use, have been taken by the employee.
3. Reasonable evidence is provided that the property was actually damaged or lost while on School District property.
4. When the employee requests the use of personal property at work, the building administrator or supervisor must agree to its presence and use.

Section 3.7.1. Reimbursement for Assault or Battery.

The employee, upon written request to the Superintendent, will be reimbursed for the cost of items worn that are destroyed or damaged as a result of an assault or battery. If an employee's hair is damaged as a result of the assault or battery, the District will provide reasonable compensation up to five hundred dollars (\$500) for the employee to take steps to mitigate the effects of the damage.

Section 3.7.2. Vandalism to Employee Vehicles.

The District will report vandalism to vehicles parked on School District property, assist in the investigation, and use its legal authority to assist in recovery of damages. Upon completion of the above investigation, if damage or vandalism was determined to have taken place on District property while the employee was employed in District business, and the damage/vandalism was caused by a student, the District shall pay the employee's insurance deductible up to one thousand dollars (\$1,000) for repair of damage caused by the vandalism. Employees requesting reimbursement must show evidence that an insurance claim has been filed and the repair work has been completed. The District will only pay for damages not paid for by an insurance company or other party.

Section 3.7.3. Safety & Health Hazards.

The District agrees to take appropriate steps as required by the Federal Occupation Safety and Health Act and the Washington Industrial Safety and Health Act, to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The Association and its members agree that they will support and assist the District and the insurance company in their efforts to be informed of and to correct safety and health hazards and deficiencies.

Section 3.7.4. District Response to Assault Allegations.

The District will conduct an investigation of any reported alleged assaults on employees and include the police as the District deems appropriate. Employees have the right to contact law enforcement regardless of the District's actions. Employees will be provided with time to complete an incident report or other required paperwork.

Section 3.7.5. Time to Complete Required Paperwork.

Employees will be provided at least fifteen (15) minutes of uninterrupted time to complete an incident report or other required paperwork related to injury or other workplace incident.

Section 3.8. Transacting Association Business on School Property.

Employees of the District who are duly authorized representatives of the Association shall be permitted to transact Association business on school property. Such business shall preferably be transacted before or after regular school hours, but under no conditions shall be conducted at times which interfere with normal school operation or interrupt other employees during the performance of their assigned duties.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

1 **Section 4.1. Consultation.**

2 The Association has the right and responsibility to represent the interests of all employees in the unit; to
3 present its views to the District on matters of concern, either orally or in writing; to consult or to be
4 consulted with respect to the formulation, development, and implementation of personnel policies which are
5 within the authority of the District and covered by this Agreement; and to enter collective negotiations with
6 the object of reaching an agreement applicable to all employees within the bargaining unit.

7
8 **Section 4.2. Notification of Grievances or Disciplinary Action.**

9 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
10 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles
11 contained herein. The Association is entitled to have an observer at hearings conducted by any District
12 official or body arising out of grievance and to make known the Association's views concerning the case. In
13 the event that the District notifies an employee of an investigatory interview or similar meeting with the
14 District, the District shall notify the employee of their right to Association representation.

15
16 **Section 4.3 Notification of Employment Changes.**

17 The Association shall promptly be notified by the District of any substantive change in employment
18 including, but not limited to transfer, resignation and extended leaves per Article X.

19
20 **Section 4.4. Notification of Employee Names to Association.**

21 The names of employees in the respective general job classifications will be provided to the President of the
22 Association. The District, as part of the general orientation of each new employee within the unit subject to
23 this Agreement, shall describe to the employee the employee's rights under the Public Employees Collective
24 Bargaining Act of 1967 (RCW 41.56) and subsequent amendments hereto, and shall provide such employee
25 with a copy of this Agreement to be furnished the District by the Association. The District will notify the
26 Chapter President of any new hires/separations in the Association. New employees will be provided with an
27 opportunity to meet with an Association representative for thirty (30) minutes within ninety (90) days of the
28 employee's start date. These opportunities will occur during new employee orientations whenever possible.
29 For hires that do not correspond with new employee orientations, the Association President will submit a
30 proposed schedule for such meetings to the Executive Director of Human Resources. New employees will
31 not be required to attend the Association's informational meetings. Should this be during their regularly
32 scheduled time Association representatives shall not suffer any loss of pay.

33
34 **Section 4.4.1. Public Records Request for Member Information.**

35 In the event there is a public records request for the bargaining unit membership list, the District
36 shall notify the Chapter President or designee of the request.

37
38 **Section 4.4.2. P.R.A. Exemption/Domestic Violence Survivors.**

39 When an individual or other entity requests information about an employee represented by the
40 bargaining unit, the District will inform the employee that their information has been requested
41 and that they may be entitled to an exemption from the Public Records Act under RCW
42 42.56.250, specifically relating to employees or their dependents that may be survivors of
43 domestic violence, sexual assault, harassment, or stalking.

44
45 **Section 4.5. Delegation of Rights to the Association.**

46 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
47 officials of the Public School Employees of Washington State Organization.

1 **Section 4.6. Association Leave.**

2 The President of the Association, the President's designated representative, or any bargaining unit member
3 will be provided time off without loss of pay up to a combined total of ten (10) days per year to attend
4 regional or State meetings, or to conduct Association business such as Association information meetings for
5 new employees, convention, conferences or other extended Association activities. Whenever possible,
6 days will be scheduled when adequate substitute coverage is available. However, after the first five (5)
7 days of Association Leave, if substitute coverage is not available on the requested day, the parties will
8 work to find a suitable replacement day where coverage is available. Such time may be taken in half (½)
9 day increments. Additional days may be granted by permission of the Superintendent or the
10 Superintendent's designee. The Association shall be responsible for reimbursing the District only for the
11 substitute employee costs, if needed. Whenever Association representatives, grievants, or witnesses are
12 mutually scheduled with the Administration's representatives to participate in negotiations or grievance
13 hearings during work hours, said representatives shall suffer no loss of pay.

14
15 **Section 4.6.1. Leave for Members Who Hold a Union State-Elected Position.**

16 Any bargaining unit member who holds a state elected position in the Association shall be
17 permitted to utilize intermittent release time when such time is paid in full by PSE. Members
18 who represent the Association at the state level shall notify the District no less than one (1) week
19 prior to the day of the requested leave by email. These release days are included with the limits
20 on adequate substitute coverage in Section 4.6.

21
22 **Section 4.7. Employee Information.**

23 The President of the Association will be provided with information regarding employment status, hire dates,
24 fringe benefits, and similar information provided that the information does not require compilation of
25 special reports, can be obtained by reproducing existing District reports, and the personnel officer is given at
26 least one (1) weeks' notice specifying the information requested.

27
28 **Section 4.8. Association Meeting Space.**

29 With the belief that an informed and involved workforce is in the best interest of both parties, we agree to
30 the following: The District will allow the Association the opportunity to use its facilities for Association
31 meetings as follows:

- 32
33 One (1) monthly meeting using a school library, classroom or similar size space;
34 One (1) annual meeting using a school gym for contract ratification;
35 One (1) annual awards ceremony using a school commons;

36
37 Additional meetings as necessary and mutually agreed upon for the purpose of conducting Association
38 business. The Association will incur no charges for these uses as long as they are scheduled at a time when
39 custodial staff are present. Association uses at other times will be charged per the District's fee schedule for
40 non-profit organizations. Scheduling will be done through the Facilities Secretary. The Association does
41 not have a preferential right for scheduling times.

42
43
44 **ARTICLE V**

45
46 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

1 **Section 5.1. Matters Appropriate for Consultation and Negotiation.**

2 It is agreed and understood that matters appropriate for consultation and negotiation between the District
3 and the Association are grievance procedures and collective negotiations on personnel matters including
4 wages, hours and working conditions including the school year calendar. The Association shall have the
5 right to name its representative(s) to the District's calendar negotiating committee. The Association's
6 representative(s) on the committee shall have rights equal to those of all other committee members.
7
8

9 **Section 5.2. Calendar.**

10 It is understood that the calendar is subject to bargaining. Nothing in this Agreement shall prohibit the
11 District from forming an advisory committee prior to negotiating the Collective Bargaining Agreement.
12 This committee will be comprised of various groups, such as certificated staff, classified staff and parents of
13 District students. The committee will not recommend a calendar which is contrary to the Association's
14 approval. Association representatives on the advisory committee shall have equal standing with all other
15 bargaining unit representatives. Changes in this student instructional calendar, other than those required by
16 emergency school closure, shall be subject to the mutual consent of the District and the Association.
17 For emergency school closures, the Association shall be consulted regarding possible rescheduling dates.
18

19 **Section 5.3. Reopening Agreement.**

20 It is further agreed that during the negotiations which preceded the acceptance of this Agreement, each party
21 had the right to raise such issues as were of concern to it and were appropriate; and, during the term of this
22 Agreement, it may not be reopened; however, this Agreement shall be reopened pursuant to Article XIX of
23 the Agreement and specific Sections of the Agreement may be reopened as specified in those Sections.
24
25
26

27 **ARTICLE VI**

28 **ASSOCIATION REPRESENTATION**

29
30
31 **Section 6.1. Representative Council.**

32 The Association shall designate a representative counsel of one (1) representative from each classification
33 who will meet with the Superintendent of the District or the Superintendent's designated representative on a
34 mutually agreeable regular basis to discuss appropriate matters, or to notify the District of an Association
35 grievance, pursuant to Section 6.4.1. In the event such meetings are held during working hours for any of
36 the Association representatives, such employees shall be given release time with no loss of compensation.
37

38 **Section 6.2. Preparing Items for Representative Meetings.**

39 The Association representatives may prepare items for the agenda of such meetings during working hours.
40 The District will provide suitable space to conduct such meetings, or other meetings called by the
41 Association.
42

43 **Section 6.3. Participation in Association Business.**

44 The District shall allow Association representatives to participate in negotiations, grievance hearings, or
45 disciplinary hearings during working hours if they cannot reasonably be scheduled during non-working
46 hours. Released time for negotiations shall be limited to one representative from each job classification or a
47 number equal to the number of job classifications; released time for grievance hearings shall be limited to

the grievant, required witnesses, and one (1) Association representative, and released time for disciplinary hearings shall include one (1) Association representative.

Section 6.4. Minutes During Meetings Between Association and District.

When meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, minutes shall be prepared if requested by either party. The District will arrange for the preparation of such minutes and a draft will be made available to the representatives of the Association for review prior to final preparation. The Association will be furnished copies of the completed minutes.

Section 6.5. Representing Employees.

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time when the nature of the grievance makes it necessary. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he does not desire to pursue a grievance. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.5.1. Initiating a Grievance.

A grievance initiated in the name of the Association shall be submitted by the President of Public School Employees of Arlington pursuant to Article XVI of the current Collective Bargaining Agreement. Such grievances shall deal with issues not directly affecting an individual employee with access to the grievance procedure.

Section 6.6. Leaving Work for Association Business.

Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. Permission shall also be obtained from the immediate supervisor of any employee being contacted. The employees will report their return to work to their supervisors.

Section 6.7. Bulletin Boards.

Section 6.7.1. Bulletin Board Provided by District.

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

Section 6.7.2. Removing Items from Bulletin Board.

The responsibility for the prompt removal of notices from the bulletin board after they have served their purpose shall rest with the individual who posted such notices.

Section 6.7.3. Management Posting on Bulletin Board.

Management may post bulletins on board that apply to classified employees.

ARTICLE VII

HOURS OF WORK

Section 7.1. Workweek.

The workweek shall consist of any five (5) consecutive days, followed by two (2) consecutive days of rest.

Section 7.2. Regular Assignment and Transfers.

Each employee shall be assigned to a regular worksite (i.e. building/location where employees report for duty) and shift with designated times of beginning and ending. An employee's worksite, shift or permanent assignments (the specific duties assigned an individual employee) shall not be changed without prior notice to the employee of five (5) days and shall not be changed without a minimum of ten (10) hours of rest between working shifts, except Bus Drivers. The five (5) day notice may be waived upon the mutual consent of the employee and the employee's supervisor. If an employee has a hardship due to a shift change (e.g. childcare issues due to going from a secondary school to an elementary school) the employee may request up to ten (10) days before the transfer occurs. Such a request will not be unreasonably denied. However, provided the District gives the employee twenty-four (24) hours' notice, the District may advance the employee's shift up to two (2) hours later than normal on a daily basis when night activities or emergency conditions require such a change. The twenty-four (24) hours' notice referred to in the immediately preceding sentence may be waived upon the mutual consent of the employee and the employee's supervisor. Any employee who is transferred to a new worksite or building location will be provided written notification. In the event an involuntary transfer would result in the employee earning a lower hourly rate, the employee may request to be transferred to another available position at the hourly rate of pay of their former position on Schedule A. General job descriptions regarding individual assignments will be provided to each employee at the time of assignment to a position.

Section 7.3. Shift Designations.

Shifts shall be designated first, second and third in consonance with the following definitions: the first shift is defined as having the majority of time between 5:00 a.m. and 4:00 p.m. the second or swing shift is designated as any shift with the majority of time after 4:00 p.m. and the third shift is defined as having the majority of time between midnight and 5:00 a.m. When employees are hired under two (2) Distinct classifications per Schedule A (e.g. a paraeducator who also has a custodial contract) and the change in classification happens during the same working day employees will be compensated at the appropriate differential shift rate for each contract independently.

Section 7.4. Normal Shift.

A normal shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation, including a minimum thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Supervisors and employees may mutually agree to a one (1) hour lunch break for the employee. Such an agreement shall not be precedent setting for any position.

Section 7.4.1. Breaks and Lunch Periods.

Each employee, other than bus drivers, who is compensated at least three and one-half (3½) hours per day will receive a ten (10) minute paid rest period. A second paid rest period of ten (10) minutes duration will be provided to each employee who is compensated seven (7) or more hours per day.

All employees who are compensated in excess of five (5) hours per day, except Bus Drivers, shall be allowed a thirty (30) minute unpaid, uninterrupted lunch period as near the middle of the shift as is practicable. Upon mutual agreement between the employee and the supervisor, the employee

may elect to leave work early in lieu of taking their thirty (30) minute unpaid, uninterrupted lunch period. Nothing in this Section will prevent an employee from being compensated at the overtime rate if they must work through their regular lunch as per Section 7.7 of this Agreement.

Section 7.4.2. Summer Work Schedule.

Maintenance, Technology, Grounds and Custodial employees shall have the opportunity to work four (4) ten (10) hour days commencing one (1) week after school year finishes and concluding two (2) weeks before the first day of school.

Section 7.5. Extra Hours.

In the event an employee works beyond the eight and one-half (8½) hour day, said employee will be allowed to take a ten (10) minute rest period before working overtime and every two (2) hours thereon. If the overtime is less than two (2) hours, the ten (10) minute rest period shall be unpaid. If the overtime is greater than two (2) hours, the ten (10) minute rest period(s) shall be paid as hours worked.

Section 7.6. Shift Differential.

Employees working second shift shall receive an additional two and one-half percent (2.5%) of the employee's hourly rate per hour differential in pay. Employees working third shift shall receive an additional five percent (5%) of the employee's hourly rate per hour differential in pay.

Section 7.7. Working Through a Lunch Break.

Should an unforeseen circumstance arise requiring employees to work through their regular lunch, they may take their lunch at an alternate time that works with their schedule, their co-workers' schedules, and provides coverage of job duties. In each such instance, the employees will notify their supervisor of this adjustment by the end of the next workday. In the event the District requires an employee to forego a lunch period, or the employee has a situation where they are unable to reschedule their lunch and made reasonable attempts to contact a supervisor to work out a lunch time, and the employee works the entire shift, the employee shall be compensated for the foregone lunch period at overtime rates.

TRANSPORTATION

Section 7.8. Shift for Drivers.

Recognizing that the transportation classification present special shift challenges, the parties agree that shifts shall be established in the transportation classification in relation to routes and driving times requisite to fulfilling tasks as assigned by the Supervisor of Transportation. Bus drivers shall receive pay for a minimum of one-half (½) hour per day for the purpose of cleanup, fluid maintenance, warmup, and operational checks in addition to the actual hours of driving time. Drivers who operate more than one bus in any given day will receive 0.1 (one) hour six (6) minutes additional time per day per additional bus to pre/post trip unless it falls within a minimum of six (6) minutes continuous time. Drivers checking out a cold bus will receive point two (0.2) hour (12 minutes) to pre/post trip any additional bus. Bus drivers shall receive added pay for two (2) hours per year for maintaining student lists, route sheets and completing State Count paperwork. This added work will be done at the direction of the Transportation Supervisors.

The actual hours of driving time shall be calculated to the next one-tenth (1/10) hour. If there are thirty (30) minutes or less between assignments, the employee's hourly rate shall continue uninterrupted. If there are more than thirty (30) minutes between assignments, the employee's hourly rate shall cease at the conclusion of the assignment, provided the assignment ends at the point-of-beginning, and will commence at the beginning of the next assignment. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) the employee's hourly rate. Shifts in relation to routes

shall be defined as regular routes or added work as defined in the following subsections. Bus drivers shall receive a fifteen (15) minute rest period for three (3) consecutive hours of driving time.

Section 7.8.1. Regular Scheduled Daily Routes.

All regular scheduled daily routes in support of the instructional program shall be defined as regular scheduled daily routes, hereinafter "routes." "Added work" shall be defined as all regular scheduled working support of the instructional program before, in between, or after regular scheduled daily routes, not to include extra trips. Pay for added work shall be the same as that for regular routes.

Section 7.8.1.1. State-Required Driver Training.

All drivers shall be required to attend a meeting called by the Transportation Supervisor for the purpose of fulfilling training required by State regulations or the District as a condition of continued employment. The Transportation Supervisor may authorize pay for employees who attend non-mandated approved meetings/activities that meet District goals whenever such meetings/activities are scheduled outside of the employee's scheduled shift.

Section 7.8.1.2. Route Bids.

A full route bid will be held in the first full week of October. Bidding will be limited to one (1) day and will be scheduled by the Transportation Supervisor in agreement with the Association Transportation Representative. The District will give drivers a minimum of five (5) days' notice before such route bid and will distribute with the notice the proposed routes to bid on. Bidding or rebidding of routes is by seniority. In order to maintain consistency for students, drivers who bid on routes where students attend year-round school will have first option to drive that route for the entire school calendar. Should the driver decline, such work will be bid in accordance with Section 7.8.1.2.1. Added work will be bid separately by seniority from regular routes. If after the bid, a driver changes thirty (30) minutes or more three (3) days per week for ten (10) consecutive school days from their regular route or added work, the Supervisor of Transportation, in consultation with the Association Transportation Representatives, will endeavor to secure additional work to make-up the lost time.

In the interest of working collaboratively to devise the least disruptive solutions to filling open routes or added work that becomes open after the October bid, the parties agree to the following: The Transportation Director with concurrence from both the Association Transportation Representative and the Association President may conduct additional bids throughout the school year to fill open routes or new added work. These bids will be scheduled in advance and will not be subject to the five (5) day posting per Section 11.12. Further, if a route or added work becomes open after the bid, the Supervisor of Transportation, in consultation with the Association and Transportation Representatives will attempt to devise a solution that will cause the least disruption to the current routing assignments. Such routes shall be posted as provided in Article XI, Section 11.9 and 11.12 of this Agreement, and shall be subject to both bidding and bumping rights. Buses will be assigned based on equipment requirements on route. Once that requirement is fulfilled, driver seniority will be taken into consideration.

Section 7.8.1.2.1. Summer School.

Summer school routes shall be defined as those routes for student instructional learning beginning on, or after, the first day after school is out for the current year and ending on, or before, the last day before school starts for the following year

(i.e. including but not limited to Books on the Bus, Math on the Bus, Extended School Year, Reading Camp, English Language Learners). All summer school routes shall be bid on by seniority.

Section 7.8.1.3. Displaced Students.

In the case of transporting displaced students, the Supervisor of Transportation will temporarily assign such students to the most senior driver that fits the route assignment, without placing the driver into overtime. Consideration of assignment shall be given to drivers by seniority that have lost contracted time during the school year. Displaced students shall be placed on the route of a contracted driver unless the placement results in decreased efficiency or extends the travel times of students. Because of the temporary nature of the attendance of displaced students, the additional time added to the route will not trigger a new route bid. The Association will be notified when new displaced students are added to routes. The Supervisor of Transportation and Association Transportation Representatives will discuss placement of Displaced Student(s) every four (4) weeks to ensure efficiency. It is not the intent of the District or the Association for any affected driver to lose time or benefits as a result of adjustments in routes of displaced students. All such route adjustments will be discussed with the Association Transportation Representatives.

Section 7.8.1.3.1. Displaced Student Attached to Driver's Route.

After twenty (20) consecutive school days, a displaced student shall be attached to a driver's route for additional time and benefits, provided they can be removed from the driver's contract when the student moves or changes routing assignment.

Section 7.8.1.3.2. Substitute Driving Routes with Displaced Students.

Any substitute employee driving a route including displaced students for more than sixty (60) days shall be eligible to be immediately hired as a Non-Continuing Employee. Such drivers may be employed until the need for their route ends or the end of the displaced students school year whichever comes first.

Section 7.8.2. Extra Trips.

All other transportation activities, excluding ski trips out-of-season activities per the schedule set by the Washington Interscholastic Activities Association (WIAA) and non-regular scheduled daily routes as in the following paragraph of this section, shall be considered extra trips. Employees may use District vehicles to transport students to special events when said employee is in full compliance with Federal and State rules and regulations and District Policies and Procedures. A school may use up to two (2) vans at a time to transport students for student-related activities. If three (3) or more vans are required to transport students, then a bus will be scheduled for the trip unless the use of additional vans is agreed to by the Association's Transportation Representative.

Examples of some special events are field trips, extracurricular activities and trips to students' homes when unusual circumstances demand. Extra trips will be bid according to Section 7.8.2.1.

Furthermore, the District may utilize commercial charters if the trip exceeds two hundred (200) miles round trip or it is determined that to do so is in the best interest of the District and program, and the charter is agreed to by the Association's Transportation representative.

Section 7.8.2.1. Bidding of Extra Trips.

- A. The transportation supervisor shall establish a roster of all regularly employed drivers requesting extra trips in descending seniority order. The roster shall be posted in a conspicuous place for easy review by all drivers. Substitute bus drivers, included within the bargaining unit, shall not be included on the aforementioned roster.
- B. Extra trip bidding shall take place on Thursday mornings for the following work week. The work week shall be defined as 12:00 AM Sunday through Saturday 11:59 PM. All known trips for the following week will be posted for review by noon (12:00 p.m.) on Wednesday of the bid week.
- C. Drivers may bid for extra trips to place their hours for the week as close to the maximum allowed, (40) hours per week. No driver shall bid a trip, which will exceed the forty (40) hours per week maximum, unless that trip was not bid on during the first round. Drivers shall bid for no more than one trip per rotation. Drivers declining to bid in rotational order shall be bypassed until their next rotational turn. Drivers that have accepted an extra trip and subsequently do not carry out the trip for any reason other than illness or bona fide emergency shall be removed from all consideration ("off the board") for extra trips for a duration of time as follows: First instance in a school year will be forgiven, second instance in a school year two (2) bidding opportunities; third instance in a school year four (4) bidding opportunities and after the fourth instance in a school year, the driver will be removed from all consideration for the remainder of the school year. Drivers who are "off the board" will not be permitted to bid on late trips, unbid trips (left over after bid) and reposted (driver declined) trips. "Off the board" drivers shall only be able to sign for available added work. A committee consisting of the Association transportation representative or alternate and three (3) Drivers, [one (1) being Alternate], that are elected by the Transportation Drivers will decide if a declined trip is the result of a bona fide emergency. The next eligible driver shall be clearly identifiable at all times.
- D. All regular drivers who are present or who have left a valid proxy form with the transportation director's or designee during the weekly bidding period are eligible to bid extra trips. The selection of extra trips shall start with the senior driver having available time. The selection will continue in descending order until as many trips as possible are assigned to the drivers with available time.
- E. Extra trips not bid on Thursday during trip bid or extra trips which are bid on and then declined will be left hanging on the trip board for regular drivers to sign, by trip marker. Extra trips not bid/signed twenty-four (24) hours before the trip departure or by Monday morning may be assigned to substitute drivers.
- F. Copies of scheduled extra trips (daily dispatch log) will be placed in a conspicuous location for driver information of upcoming available trips. Management will make every effort to maintain a two (2) week posting of scheduled extra trips, placing the upcoming pages before the end of the Friday workday.
- G. The transportation supervisor may bypass a driver for assignment to an extra trip if:
1. The trip requires driving skill or knowledge of the area which the supervisor feels the driver does not yet possess.
 2. There is evidence that relationships with the advisors or students who will be transported are such that student management or safety problems will occur.
 3. When performance of the driver on regular routes, added work or extra trips has been below acceptable performance standards.

- H. The supervisor shall orally inform the driver of the reason(s) for the bypass and subsequently submit a written reason to the Superintendent who shall provide a copy to the driver.
- I. Extra trips that are of a sudden or unforeseen nature shall be considered late trips and are therefore not conducive to scheduling consistent with B and C above, shall be offered to the driver next eligible in rotational order (the driver(s) following the last driver assigned pursuant to B and C above). If all drivers that have signed for said trip will be put into overtime the trip will be awarded according to the last rotational marker. This shall override overtime provisions as outlined in Article 11 Section 11.10 for the Transportation classification only for this situation.
- J. Extra trips that are canceled through no fault of the driver and for which the driver has either reported for work or is preparing the bus, shall be compensated for two (2) hours at the driver's regular hourly rate.
- K. The Supervisor of Transportation, in the event of a bona fide emergency, shall have the discretion to select any available regular employed driver, or failing to secure a regular employed driver, may select a substitute driver. If the emergency occurs more than twelve (12) hours prior to the trip pick-up time, the trip shall be posted. If an extra trip is received after 4:30 p.m. and departs the following day prior to 9:30 a.m., it will be filled as received on an emergency basis. Emergency basis being defined as the Supervisor and/or the Assistant Supervisor are unable to fill the trip during their normal scheduled hours.
- L. Driver's performing extra trips and out of town trips may be subject to periodic evaluation while on actual trip. Substitutes may be evaluated on the first extra trip and/or periodically thereafter.
- M. All overnight trips will be bid first. All overnight trips shall go by seniority, without regard to overtime.
- N. When it is a four (4) day or less work week and there is a late trip, it shall be bid on by seniority without going into overtime.
- O. In the event of a shortage of drivers, administrators or supervisors may remove or replace a contracted driver from an extra trip bid in good faith. Should this occur, the driver will be assigned added work commensurate to any paid time lost due to reassignment provided it occurs within that same time period.
- P. Should school be closed or delayed on the same day that trips are posted, they will be posted the next day.

Section 7.8.2.2. Van and Charter Usage.

The District is committed to using the District fleet and District drivers whenever feasible. Employees may use District vehicles to transport students to special events when employee is in full compliance with federal and state rules and regulations and District policies and procedures. A school may use up to two (2) vans at a time to transport students for student-related activities with the exceptions stated below. If more than two (2) vans are required at a time to transport students then a bus will be scheduled for the trip unless the use of additional vans is agreed to by the Association transportation representative or three (3) vans are required to accommodate transport between venues at the student activity (for example, a regional or state level event that has multiple competition venues or multiple event start times) or the venues are not accessible by a bus. The District may utilize commercial charters if the trip exceeds two hundred (200) miles round trip or it is determined that to do so is in the best interest of the District and

program, and the charter is agreed to by the Association's Transportation representative.
All other events must use buses or adhere to the van or charter language.

Section 7.8.3. Transportation Compensation.

Transportation personnel shall be compensated in accordance with the following Subsections.

Section 7.8.3.1. Extra Trips.

Shall be compensated at the regular hourly rate in accordance with Section 7.8.

Section 7.8.3.2. Added Work.

Added work, with the exception of seat repair, that will not be performed by the regular contracted driver shall be posted each morning and shall be assigned by seniority to regular drivers. Drivers shall not sign for added work if it will cause them to exceed forty (40) hours per week. Added work that is not assigned to regular drivers may be assigned to substitute drivers.

Section 7.8.3.3. Extra Trips Exceeding One (1) Day Duration.

Drivers will be compensated for a minimum of the eight (8) hours and/or for the total hours of the trip, whichever is greater. Drivers will be provided adequate time for rest without the responsibility for supervision of students.

Section 7.8.3.4. Minimum Shift Time.

A minimum two (2) hour shift for any school trip or scheduled route, for any substitute or contracted driver, but not to include added routes.

Section 7.8.4. Driver Trainer Seniority.

Driver Trainer seniority shall be established with the earliest Driver Trainer certification date regardless of years of service. Driver Trainers hired after September 1, 2003, shall be placed at the bottom of the Driver Trainer seniority list regardless of the date of their certification. If at any time a Driver Trainer allows their certification to lapse, said driver shall be placed at the bottom of the seniority list upon re-certification. If two (2) or more existing Driver Trainers have the same certification date, then the Driver Trainer seniority shall be determined by date of hire seniority. Driver Trainer work is that work which, by law, can only be performed by a certified Driver Trainer. The Driver Trainer seniority list shall only be used to assign Driver Trainer work.

Section 7.9. Food Service Personnel.

Recognizing the workload of Food Service personnel may vary from day to day depending upon the type of meals to be served and the level of participation anticipated, the Food Service supervisor may extend the shift of any employee up to five (5) hours in any one (1) week (to a maximum of eight (8) hours in any one (1) day). The Food Service supervisor shall attempt to notify employees at least one (1) day in advance, but if the additional need could not reasonably have been expected, the supervisor may request that the employee work an extended shift on the same day. The employee may decline this extended shift if one (1) day notice has not been given and the supervisor may offer the extended shift to another employee.

Section 7.9.1. Child Nutrition Absences.

Serving students meals that meet the definition of federally reimbursed meals is a requirement of the Child Nutrition Program, and a la carte items are secondary to the program. To support this requirement, a kitchen lead has the authority to redistribute job tasks (e.g. closing a kiosk) and

add hours within the kitchen as needed when there are staffing challenges. Except as described above, when a child nutrition employee is absent, the substitute will be placed in the position with the least number of hours available for the affected building, and the remaining employees for the affected building may choose to move up to the next position that has more hours for the duration of the absence. If an employee declines to move up, a substitute may be placed in a position with more hours. When a substitute is unavailable, every attempt will be made to notify the staff at the impacted building as soon as possible.

In the event a lead/main cook is absent in any building, and there is not trained child nutrition staff available from that building to fill the position, the director may temporarily transfer a qualified child nutrition employee from another kitchen to cover the leave. This temporary transfer shall not be subject to the notification provisions of Section 7.2 and may not be contested by the grievance process of Section 16. While a position is open, during the posting/hiring process, regular child nutritional services employees will have priority over substitutes to temporarily fill the position providing they have indicated their interest in extra time and it fits within their current assignment. This is not subject to grievance.

Section 7.9.1.1. Adding Time Without Posting.

Thirty (30) minutes or less can be added to shift per year without a job posting for food service only.

Section 7.10. Paraeducator Compensation.

Paraeducators shall be compensated in accordance with the following:

Section 7.10.1. Paraeducator Class Size Relief Hours.

Class load relief hours for Paraeducators shall be bid pursuant to Section 11.10.2.

Section 7.10.2. Preparation Time.

With supervisor's approval, paraeducators may be paid for preparation time prior to the beginning of school, in addition to their assigned hours, for the purpose of preparing for the school year. When appropriate, supervisors will include time within the daily schedule of paraeducators for the purpose of data collection, communicating with teachers about daily plans, or other assigned duties.

Section 7.10.3. Restructured Time.

Restructured time is accrued when a paraeducator does not work their normal hours on an early release day (e.g. Friday early release, conference days, last day of school) or another situation as approved by a supervisor. These unworked, restructured hours can be used for the following activities that fall outside of their normal, contracted hours:

- Participating in building or District days prior to the start of the school year;
- Participating in professional development activities provided by the District (summer academy, staff meetings, etc.);
- Working at an event such as evening parent conferences;
- Other activities as mutually determined by the employee and supervisor.

Supervisors are expected to work with paraeducators on a plan for the school year regarding restructured time and monitor and adjust the plan throughout the year as necessary. In certain circumstances the plan may include additional work that will necessitate a timesheet. The plan can also include working additional hours before restructured time is accrued (e.g. if an employee attends six (6) hours of "summer academy" for professional development, the employee would be able to leave an hour early on each of six (6) future Friday early release days). Employees will be compensated for all work hours. It is expected that employees communicate any unforeseen circumstances regarding the mutually developed plan with their supervisor so that a revision, which may include pay for time worked outside contracted hours, can be agreed upon.

Section 7.11. Pay for Extra Work in Higher Classification.

Employees requested to work a shift regularly filled by a higher paying classification employee shall receive compensation equal to that normally received by the employee in the higher paying classification, commencing with the first day of such assignment.

Section 7.11.1. Pay for Extra Work.

Whenever a contracted employee works in their same or another classification for extra added work, they will be compensated per Schedule A at their appropriate step for those hours worked.

Section 7.12. Fulfilling Job Assignments Within Classification.

Only employees, employed regularly as classified employees, will be used to fulfill all job assignments within their respective general job classifications for which compensation is granted, unless no qualified employee of the classification is available.

Section 7.13. Minimum Shift Time.

No regular scheduled shift shall be for less than two (2) hours except as provided for in Section 7.13.1.

Section 7.13.1. Food Servers and Lunchroom/Playground Monitors.

Bargaining unit members, serving as "lunchroom servers" and "playground monitors" will be permitted to work a minimum of one (1) hour regular scheduled shift. If the District is unable to hire a bargaining unit member to fill a lunchroom server and/or lunchroom/playground monitor position after posting the position for a minimum of two (2) weeks, the District may post and hire a new employee with a one (1) hour minimum shift. Lunchroom servers hired to work at Weston High School will be exempt from the minimum one (1) hour shift requirement.

Section 7.14. Overtime.

Overtime assignments, other than those met by the supervisory personnel, and extended time (compensated at overtime rates except as otherwise provided for in Section 7.8) shall be distributed in accordance with seniority provisions as hereinafter provided; EXCEPT that if the overtime is an extension to complete work which is part of an employee's regular assignment, that employee shall be offered the overtime. The overtime rate shall be one and one-half (1½) the employee's regular hourly rate. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Employees are entitled to be paid for all overtime worked. Supervisor approval is required prior to overtime work.

In situations in which a reasonable person would consider an emergency, every effort will be made to obtain supervisor approval in person, via phone or other electronic means. Examples of an emergency

1 include fire, flood, security, or response to an injury or illness. If it is impossible to obtain supervisor
2 approval due to the nature of the emergency, overtime requested after it was worked will not be
3 unreasonably denied. In these cases, the employee will request overtime as soon as reasonably possible.
4 Normally, employees designated to work overtime on any calendar day or days outside their regular work
5 week will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift
6 before overtime commences. All hours worked in excess of forty (40) hours per week shall be compensated
7 at the overtime rate.

Section 7.14.1. Compensatory Time Off.

8
9
10
11 For all employees except Bus Drivers, an employee may, at his/her option, request compensatory
12 time off in lieu of authorized overtime compensation or payment for authorized hours worked
13 beyond the employee's normal work shift. Compensatory time, if granted, may be accrued up to a
14 maximum of two hundred and forty (240) hours; provided, however, that records shall be
15 maintained by the District and there must be a reasonable expectation that the employees will be
16 provided an opportunity to expend the accrued time prior to one (1) year subsequent to the time in
17 which it is earned. The District shall not solicit employees to accept compensatory time in lieu of
18 other compensation. Compensatory time in lieu of overtime as provided in this Article shall be
19 accrued and be granted at the appropriate rate as stated in this Article for each hour worked. Any
20 employee who is discharged or who terminates employment shall receive payment for unused
21 accrued compensatory time with the final paycheck.
22

Section 7.15. Duty Calls

23
24 Employees shall receive a minimum of two (2) hours pay, at overtime rates, for each duty call, provided
25 they are a contracted two hundred sixty (260) day, eight (8) hour a day employee. All other employees will
26 receive two (2) hours of their regular pay for each duty call, unless they have worked forty (40) hours
27 during the week of the duty call. Then they shall receive a minimum of two (2) hours pay at overtime rates,
28 for each duty call. A duty call is defined as any work other than the normal work shift and workday
29 noncontiguous with the normal work shift or workday that is initiated or approved by a supervisor or
30 designee, District administrator, or response to an alarm (e.g. Sonitrol). Non-supervisory staff can
31 initiate a duty call for emergency issues related to fire, flood, or security. Staff who respond to duty calls
32 are responsible for completing repairs that they begin during their next regular shift.
33
34

Section 7.16. Retirement.

35 In determining whether an employee subject to this Agreement is eligible for participation in the
36 Washington State Public Employees' Retirement System, the District shall report all hours worked, whether
37 straight time, overtime or otherwise. The District shall report hours worked in the legally correct manner
38 which maximizes retirement benefits for employees.
39
40

Section 7.17. Employees Providing Services Outside Normal Duties.

41 Employees may be given an opportunity to provide services different from their regular job descriptions
42 and/or different from any existing position description on a non-continuing basis. These services may
43 include those related to school activities, non-continuing or leave replacement positions (not to extend past
44 the District's fiscal year) to accomplish needed tasks. Selection will be made from volunteers only based on
45 qualifications as determined by the District and will be compensated as provided for elsewhere in this
46 Agreement. Employees who are employed in more than one classification shall be paid the appropriate rate
47 for each classification including but not limited to, Section 18.2.3 of this Agreement.
48

Section 7.17.1. Extra Work.

When extra work is available a supervisor may elect to offer that work to Association members in the building or by classification on a seniority basis, unless the extra work is an extension of time to complete work that is part of an employee's regular assignment. Supervisors are not obligated to offer extra work that would place employees in overtime.

Section 7.18. Workdays for Drivers.

All drivers shall be contacted for the days that Arlington Schools are in session plus in-service days or training opportunities set by the District and included in the driver's contract paid on a timesheet. Workdays and hours (including in-service and/or training opportunities) will be made known to the drivers at the time the annual assignments are made. All drivers are required to work each of their contracted days and all of their contracted time. Drivers with out-of-District students will have the option of not driving their out-of-District students on days that Arlington Schools are not in session. If this results in working less days or hours than their contract, the Transportation Supervisor, in consultation with the Association Transportation Representative, will work out additional days and or hours for the driver to work. Drivers need to inform dispatch at least five (5) days in advance if they are choosing not to drive their out-of-District students on the days that Arlington is not in session. If a driver chooses to drive their out-of-District students on days that Arlington is not in session, they will do so using added time.

Section 7.18.1. Driver Hours When Students are Absent.

If contracted time is affected by the absence of a student or students, the drivers may choose one (1) of two (2) options:

1. To not be present at the Transportation Center during the time of the absence of student or students. The time for which they were not present and available for work would be deducted via timesheet or
2. To be present at the Transportation Center and available for work with no reduction in paid time.

Section 7.19. Temporary Advancement to Higher Paying Classification.

Members of the bargaining unit may be temporarily advanced to a higher paying classification during times when school is not in session (Winter, Spring, and Summer break). All advancements in accordance with this Section shall be set forth in a "Supplemental Contract." Employees will suffer no adverse impact on rights, benefits and privileges available to them pursuant to the Agreement.

Section 7.20. Casual Labor Positions.

Casual Labor positions may be employed up to sixty (60) working days annually during time school is not in session (Winter, Spring, and Summer break). Casual Labor positions may not be utilized to replace any regular employee, as per Schedule A. However, Casual Labor positions may be employed to replace a regular employee, as per Schedule A, who is temporarily filling a higher classification in accordance with Section 7.18 of the Agreement. All Casual Labor positions must work under the direct supervision of a regular classified employee, as per Schedule A.

Section 7.21. Closures.

In the event that School District buildings or sites are closed because of natural disaster or severe weather such as (but not limited to) severe storm damage, winter conditions, flooding, fire, earthquake, tsunami and the like, the District will make a reasonable effort through established procedures (e.g.,

phone tree, radio and/or TV stations or electronic means) to notify employees who must report to work. Non two hundred sixty (260) day employees reporting to work prior to notification of closure shall receive a minimum of two (2) hours pay at base rate in the event of such a closure. If the opening of school is delayed employee start times will be delayed by the same amount of time that the start of the school day was delayed. In the event students are dismissed early due to an unusual school closure, classified staff will be released after all buses leave. In the event of a late start or early dismissal, employees will still be paid their regular daily rate of pay.

Exempt from the late start or early dismissal portion of this Section will be all employees in the following general job classifications: Custodial, Grounds, and Maintenance as well as Mechanics. Full-day absences that occur on a late start or early release day will have the normal daily hours deducted from the appropriate leave balance. In the event of a prolonged school closure, the District will meet with the Association to discuss work-related options.

Section 7.22. Lunchroom Turnaround.

To allow for the safe and efficient turnaround of lunchrooms back into educational spaces each school day, the District may assign various duties to employees outside of the custodial classification to provide assistance. Employees will not be required to lift or push beyond the physical limits of their own job description. Employees will receive their regular rate of pay for this additional work.

Section 7.23. Employee Access to Relevant Student Information.

The District will provide notification, including the student's name, and access to IEP's, behavior plans, and/or life-threatening medical conditions necessary for the safety of the student, to staff who directly supervise or support the student.

Section 7.24. Paraeducators Working with Students in Small Groups.

When assigning paraeducators to work with small groups of students or individual student support, the District will consider the age and developmental abilities of the students with the intent to maximize educational benefit. Teachers and paraeducators will communicate about the needs of students and adjustments to groupings that will benefit student learning.

Section 7.25. Staff Safety Meetings.

Each building principal, or designee, will schedule quarterly meetings on Friday early release days for paraeducators to discuss building-related items which can include staff and student safety. All other classified staff may schedule a meeting with their supervisor as needed.

Section 7.26. PPE for Wildfire Smoke.

All employees working outside in smoky conditions will be provided face coverings, if requested. Employees with health conditions that may be exacerbated by smoky conditions are encouraged to request reasonable accommodation. The District will follow State guidelines regarding working in smoky conditions.

ARTICLE VIII

BYRNES PERFORMING ARTS CENTER (BPAC)

1 **Section 8.1. BPAC Positions.**

2 BPAC positions that are subject to this Article are usher, house manager, stage crew member, stage
3 manager, lighting technician, sound technician and ticket seller. It is not the intention for this Article to
4 apply to other school district facilities.

5
6 **Section 8.2. BPAC Positions On-Call.**

7 All BPAC positions listed above are on call positions. The amount of hours and days of work available will
8 depend upon the actual number of events and performances held in the BPAC and the staffing needs for
9 each event.

10
11 **Section 8.3. House Manager's Working Hours.**

12 When a House Manager's average working hours for District events meets or exceeds the two (2) hours per
13 day minimum as stated in Section 7.12, they shall be subject to and enjoy all of the rights and
14 responsibilities of a regular employee except as otherwise excluded in Article VIII. All other BPAC work
15 will be time sheeted as extra time and will not be contracted. BPAC workers with multiple District
16 positions are responsible for ensuring that they do not exceed forty (40) hours of work in a week without
17 prior authorization.

18
19 **Section 8.4. Process for Hiring Additional BPAC Workers.**

20 Within two (2) weeks of an event, if additional workers are needed, after exhausting the list of unit members
21 available for BPAC work, events may use paid students as ushers, stage managers, stage crew members,
22 lighting technicians and sound technicians. District events may also use unpaid volunteers to assist
23 certificated staff with BPAC events provided they are not doing bargaining unit work. Non-District
24 events may be augmented by technicians and support personnel provided by the renter. Quarterly, the
25 BPAC Coordinator will send a spreadsheet to the PSE president showing the employees that worked each
26 event.

27
28 **Section 8.5. Filling BPAC Work Assignments.**

29 The BPAC Coordinator will fill available work assignments for stage managers, stage crew members,
30 lighting technicians, sound technicians, ushers and ticket sellers based upon workers availability and the
31 technical skills and abilities needed for each specific event.

32
33 **Section 8.6. Sections Not Applicable to BPAC Workers.**

34 The following Sections are not applicable to workers covered by this Article: Sections 7.1 through 7.9.3 and
35 Sections 7.17 through 7.19.

36
37 **Section 8.7. Substitute BPAC Workers.**

38 Substitute BPAC employees shall receive ninety percent (90%) of the applicable Step 1 hourly rate or
39 minimum wage, whichever is greater.

40
41 **Section 8.8. Probationary Status for BPAC Workers.**

42 BPAC employees included within the bargaining unit shall be considered to be on probationary status until
43 sixty (60) days after they have established a "hire date."

44
45 **Section 8.9. Seniority for BPAC Workers.**

46 BPAC Employees shall not accumulate seniority nor longevity unless they meet the standard of continuous
47 daily employment (Section 11.4.).

Section 8.10. Association Use of BPAC.

The Association may use the Linda Byrnes Performing Arts Center once per year at no cost to the Association, based upon availability.

ARTICLE IX

HOLIDAYS AND VACATIONS

Section 9.1. Paid Holidays.

The following Sections describe the paid holidays for positions according to the number of work days. If one (1) of the designated holidays falls on a Saturday or Sunday, or if school is in session on any of these holidays. The District staff calendar will designate the holiday. If Christmas or New Years fall on a Saturday or Sunday, then Christmas Day and New Years Day and the additional day off associated with Christmas or New Years may be scheduled to occur anytime within the winter break period specified on the District Staff Calendar, with notification to supervisor. The “additional day” holiday associated with Christmas or New Year’s must be taken during the winter break period as specified on the District staff calendar.

Section 9.1.1. Holidays for 260 Day Employees.

Twelve (12) month employees shall be paid for two hundred sixty (260) days. They shall be entitled to the following paid holidays. If one of the designated holidays falls on a Saturday or Sunday, or if school is in session on any of these holidays, the employee will receive pay for that day or an additional day off.

- | | |
|--|---|
| 1. & 2. New Year’s Day and
One Additional Day | 7. Independence Day |
| 3. Martin Luther King Day | 8. Labor Day |
| 4. Presidents’ Day | 9. Veterans’ Day |
| 5. Memorial Day | 10. Thanksgiving Day |
| 6. Juneteenth | 11. Day after Thanksgiving |
| | 12. & 13. Christmas Day and
One Additional Day |

Section 9.1.2. Holidays for 220-260 Day Employees.

Employees who work two hundred twenty (220) days or more, but less than two hundred sixty (260) days shall be entitled to the following paid holidays:

- | | |
|---------------------------|---|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day After Thanksgiving |
| 4. Memorial Day | 10. & 11. Christmas Day and
One Additional Day |
| 5. Juneteenth | |
| 6. Veteran’s Day | |

Section 9.1.3. Holidays for the Less Than 220 Day Employees.

Employees who work fewer than two hundred twenty (220) days are entitled to paid holidays as follows, if holidays fall within the employee's assigned working year:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veterans' Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Juneteenth | |

Section 9.2. Holidays During Vacation.

Should a holiday occur while an employee is on vacation, the holiday will not be recorded or count as a vacation day.

Section 9.3. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them plus one and one-half (1½) times their base rate for all hours worked on such holiday.

Section 9.3.1. Overtime in Case of Holiday.

In the event an employee accepts additional work during the same week as a paid holiday, the holiday hours will count toward forty (40) hours in overtime calculation. For example, if an employee works thirty-two (32) hours in a week and has eight (8) hours of holiday pay, and the employee takes on two (2) additional hours of work in the same week, the employee would receive two (2) hours of pay at one and a half (1½) times their normal rate.

Section 9.4. Vacations.

All employees subject to this Agreement shall earn hours of vacation credit, based on hours worked during the period September 1 to August 31, compiled as follows:

<u>Longevity</u>	<u>Formulation of Hours of Vacation Credit</u>
1-4 years	One (1) hour of vacation for each 17.33 hours worked
5-9 years	One (1) hour of vacation for each 13 hours worked
10-14 years	One (1) hour of vacation for each 10.4 hours worked
15-19 years	One (1) hour of vacation for each 10 hours worked
20-24 years	One (1) hour of vacation for each 9.63 hours worked
25+ years	One (1) hour of vacation for each 9.29 hours worked

Section 9.5. Greater than 260 Day Work Year.

When the work year exceeds two hundred sixty (260) regular workdays (including paid holidays) the workdays in excess of two hundred sixty (260) will be non-contracted, non-workdays. The day can be scheduled off by the employee with notification to their supervisor at any time during the work year.

Section 9.6. Vacation Requests.

Twelve (12) month employees may take vacation in lieu of regular work days. All other employees will be paid for vacation hours accumulated at their regular hourly rate. Employees must submit vacation requests to their supervisors at least two (2) weeks in advance of the requested vacation date(s). The supervisor may approve vacations less than two (2) weeks in advance of the requested vacation date(s) at their discretion. Approval of vacation requests will be granted on a first-come, first-serve basis. Requests

for vacation days may be submitted twelve (12) months in advance of the requested date(s). Whenever possible, the supervisor shall approve or deny all requests for vacation within forty-eight (48) hours of receiving the request. Conflicts over vacation requests will be resolved by the application of seniority preference, in which instance the senior employee shall be granted the requested date. However, no one who has had their vacation approved will have the approval rescinded in the event a more senior employee requests a vacation for the same date.

Section 9.7. Compensation for Vacation Time.

If an employee leaves the position before the end of the school year working assignment, the employee will be compensated for accumulated vacation hours.

Section 9.8. Vacation Carryover.

Employees may carry up to thirty (30) days' vacation over and may be paid for such vacation on request in the final year prior to contemplated retirement as a part of regular salary and such payments will be subject to withholding for State Retirement programs so long as there is no additional cost to the District to qualify such salary payments for inclusion as a part of the average salary compensation for the employee.

Section 9.9. Employees Ineligible for Vacation or Holiday Pay.

Substitute and BPAC employees not contracted per Section 8.3. shall not be entitled to vacation or holiday pay.

ARTICLE X

LEAVES

Section 10.1. Sick Leave Accumulation, Sharing and Cash-Out.

Sick leave is earned annually and may be accumulated in accordance with the law and provisions in this Section. It is expected that the employees will bank leave to the extent possible, so it will be available in the future to cover unforeseen needs.

Section 10.1.1. Sick Leave Accumulation.

Twelve (12) days of sick leave will be granted each regular employee who works the approved District student calendar or more days per work year. Employees who work less than the approved District student calendar days per work year will earn one (1) day each fifteen (15) days worked. A "day" of sick leave is a typical or average workday of the employee. At the beginning of each work year, or at the time an employee is hired, the employee shall be credited with the days of sick leave to which the employee would normally be credited during the balance of that work year. Sick leave shall be vested when credited and may be accumulated for one hundred eighty (180) days or the employee's highest work year, whichever is greater. Employees who have accrued sick leave while employed by another Public School District in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

Section 10.1.2. Shared Leave.

Employees represented by this Agreement shall be able to utilize all rights and obligations available to them through any District administered leave sharing program as authorized by State Law and District Policies and Procedures. If shared leave is not used when requested those that donated will be informed it was not utilized.

Section 10.1.3. Sick Leave Cash-Out.

For purposes of calculating sick leave cash-out, one (1) day shall mean the number of regularly scheduled hours in a normal workday for that employee at the time of the cash-out. The maximum number of "days" which may be cashed out at any time is one hundred eighty (180). In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days.

Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this Section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from School District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

Section 10.2. Leaves with Pay and Benefits.

Section 10.2.1. Sick Leave.

A. For purposes of this Section, "family member" means any of the following (see RCW 49.46.010):

- 1) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (all items in (a) will also include registered domestic partner);
- 2) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;
- 4) A registered domestic partner;
- 5) A grandparent or grandparent in-law (including registered domestic partner);
- 6) A grandchild (including registered domestic partner); or
- 7) A sibling or sibling in-law (including registered domestic partner).

B. Employees may use sick leave for the following absences as authorized by law (see RCW 49.46.210) and caused by any of the following:

- 1) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
- 2) Emergency as provided in Section 10.2.2.
- 3) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care or a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care.

Section 10.2.1.1. Requiring Medical Note.

Employees claiming sick leave benefits for four (4) or more consecutive days, may be required by the District to submit a written statement regarding the reason for their absence. For subsequent absences of four or more consecutive days within the same school year, a statement from a licensed health professional which states the need for their absence for medically approved reasons may be requested.

Section 10.2.1.2. Injury.

The District also may request a written statement from a licensed health professional that indicates the last date of physical disability and the date the employee is able to return to work with or without limitations.

Section 10.2.2. Emergency Leave.

Sick leave may also be used for emergencies such as natural disasters and other unforeseen events which make it impossible for the employee to make it to work. Transportation failure or weather conditions which do not require the closing of school shall not be considered emergencies, except that employees may utilize leave if road conditions are unusually severe where they reside. Additionally, supervisors may grant emergency leave for problems which are suddenly precipitated and for which preplanning could not relieve the necessity of the absence. The problem must be of major importance and not a mere convenience. The Superintendent/supervisor's judgment shall not be the subject of a grievance.

Section 10.3. Personal Leave Accumulation, Use and Cash-Out.

Section 10.3.1. Personal Leave Accumulation.

Two (2) days of personal leave will be granted to each regular employee who works the approved District student calendar or more days per work year. Where granted, an employee shall receive personal leave based upon his/her regular hours of work.

Section 10.3.2. Personal Leave Use.

Personal leave shall be allowed for business of a personal or emergency nature that cannot be accomplished on a weekend or non-workday. The employee shall not be required nor asked to state a reason for the leave beyond the term "personal" unless the request will extend a vacation or holiday, is on a Friday, or during the first fifteen (15) and the last twenty (20) student school days. Personal leave days will not count against an employee's attendance record for the purposes of the annual evaluation in Section 3.6 of this Agreement. Leaves will be taken in half (½) day or whole day increments unless otherwise approved by the employee's supervising administrator. This provision is limited to five percent (5%) utilization per day throughout the Classification in each building.

Section 10.3.3. Personal Leave Cash-Out.

Based upon regular work hours, employees may receive remuneration for unused personal leave days at the employee's current rate of pay for unused days. Up to three (3) unused days may be carried over to the following contract year for a maximum total accumulation of five (5) personal days. Up to three (3) unused days will be automatically rolled over unless the employee notifies the district by June 30 (or August 31 for employees who work in August) that they would like to cash days out. The District will automatically cash out an employee's personal leave accumulation in

excess of three (3) days at the end of the school year. Reimbursement will be on the July paycheck except that employees who are scheduled to work in August will be reimbursed in September.

Section 10.3.4. Thanksgiving Holiday Early Release.

Employees whose regularly scheduled work shift occurs during the time that District schools are released three (3) hours early on the day prior to Thanksgiving are granted up to three (3) hours of additional personal leave only to be used on that day and during the three (3) hours. If the employee's regularly scheduled shift is only partly scheduled during the early release time, then that employee shall be granted personal leave for the portion of the three (3) hours of early release that said employee would normally be working. Employees who are not normally scheduled to work during the three (3) hour early release are not entitled to additional personal leave under this provision except as hereafter provided.

This additional personal leave benefit is only provided to those employees who physically report to work for their regular shift on this day. Employees who utilize another form of leave (sick, personal, etc.) and are absent from work on this day will be charged their normal work hours from their leave balance. Employees who work swing shifts will schedule their three (3) hour personal leave time at the end of their scheduled work shift.

If circumstances require a supervisor to direct an employee to work their full shift, and that shift precludes them from taking this personal leave as described in this section, then that employee will be compensated for lost personal time on a timesheet. In lieu of the additional personal day hours, and provided they physically work their normal number of hours on this day, transportation employees will receive the equivalent of three (3) hours of pay at their regular rate of pay or a one hundred dollars (\$100) compensation enhancement, whichever is greater in December.

Section 10.4. Leaves With or Without Pay and Benefits.

Leaves under this Section may include the following:

1. Bereavement Leave described in Section 10.4.1;
2. Maternity Leave described in Section 10.4.2;
3. Parenting and Adoption Leave described in Section 10.4.3;
4. Judicial Leave described in Section 10.4.4;
5. Military Family Leave described in Section 10.4.5;
6. Domestic Violence Leave described in Section 10.4.6;
7. On the Job Injuries/Labor and Industry as described in Section 10.4.7;
8. FMLA described here as well as in Section 10.4.8: Employees will be allowed to use their twelve (12) weeks of Family Medical Leave Act (FMLA), and up to thirty (30) additional days of accrued leave to allow the employee to be off for a full semester, under these circumstances:
 - A) After the temporary disability related to childbirth.
 - B) Following the birth of a male employee's child, or the child of an employee's domestic partner.
 - C) After the adoption of a child.
 - D) After acquiring parental guardianship due to the execution of a will or by statute.
 - E) If such an event occurs during summer break, leave can begin at the start of a school year.

9. Paid Family Medical Leave (PFML) described in Section 10.4.9.

1 **Section 10.4.1. Bereavement Leave.**

2 Bereavement leave shall be non-cumulative and allowed as follows:

- 3
- 4 A) Up to five (5) days per occurrence shall be granted with pay for bereavement of a member
5 of the immediate family. The immediate family consists of grandparents, grandchildren,
6 parents, stepparents, spouse, registered domestic partners, siblings, step siblings, children,
7 stepchildren, in-laws, and legal wards of the employee. Such leave is non-cumulative and
8 may be taken non-consecutively.
- 9 B) Up to three (3) days per occurrence with pay for all other family members. Other family
10 members consist of great-grandparents, great-grandchildren, aunts, uncles, nephews, nieces
11 and cousins. Two (2) additional days, with pay, will be extended by the Superintendent or
12 his/her designee for travel outside the state; or two (2) additional days with pay may be
13 extended by the Superintendent or his/her designee for extenuating circumstances Such
14 leave is non-cumulative and may be taken non-consecutively.
- 15 C) An employee may request use of personal leave or emergency leave for bereavement of a
16 close friend from his/her immediate supervisor. If denied, the employee may appeal to the
17 Superintendent.
- 18

19 The total number of days for bereavement with pay shall not exceed five (5) days per occurrence.

20

21 **Section 10.4.2. Maternity Leave.**

22 Upon application, the District may grant maternity leave. Such leave shall commence at such time as
23 the employee's medical advisor deems necessary. Employees granted maternity leave may, at their
24 option, be allowed compensation for time actually disabled, as certified by their physician, up to the
25 amount of accumulated sick leave. Employee may also be eligible for Family and Medical Leave as
26 provided for by law, Board Policy and as otherwise stated in this Agreement. Before returning to
27 work, the employee must file with the personnel office a physician's statement certifying the employee
28 as able to return to work. Employees must return to work not later than six (6) weeks after obtaining
29 the physician's clearance.

30

31 **Section 10.4.3. Parenting and Adoption Leave.**

32 During the first six (6) weeks after the birth or adoption of a child, an employee may be granted up
33 to ten (10) days parenting or adoption leave. This leave may be deducted from accrued sick leave.

34

35 **Section 10.4.4. Judicial Leave.**

36 In the event an employee is a party in a court action, such employee may request a leave of
37 absence. For court proceedings where the employee is not a party, or is a party to a court case
38 involving a work-related injury, and is summoned during work hours on a contracted workday to
39 serve as a juror, appear as a witness in court, is named as a codefendant with the District, or to
40 appear in court due to a work related issue, such employee shall receive a normal day's pay for
41 each day of required presence in court. Employees will not have to provide attendance payment
42 and/or juror compensation to the District.

43

44 **Section 10.4.5. Military Leave.**

45 Members of the Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine
46 Reserve of the United States shall be granted military leave of absence from his/her assignment for a
47 period not exceeding fifteen (15) calendar days during each year for training purposes. The
48 employee shall receive his/her normal District pay and there shall be no loss of privileges,

vacations, or sick leave to which he/she might otherwise be entitled. During a time when the employee is on duty the employee may elect to keep District pay or military pay for the time absent, but not both unless the employee has vacation time and chooses to use vacation for such absence. The employee shall request this leave when school is not in session. If this request is not honored by the military authority from whom requested, such rejection will be in writing and submitted to the Superintendent.

Section 10.4.6. Domestic Violence Leave.

The District shall comply with the Domestic Violence Leave as described in RCW 49.76.030 allowing an employee reasonable leave from work, intermittent leave, or leave on a reduced schedule when the employee or an employee's family member is a victim of domestic violence, sexual assault, or stalking. Such leave provides the employee with an opportunity to stay away from the abuser and/or participate in legal proceedings, medical treatment, or other necessary services. Such leave shall be with or without pay at the discretion of the employee. If with pay, leave shall be deducted from the employee's Annual Leave.

Section 10.4.7. Job Related Injury/Labor and Industries.

If an employee's absence is the result of a job-related injury and the employee receives worker's compensation benefits (temporary total disability (TTD)), the employee will have the option of supplementing any TTD benefit they receive by using their accrued vacation, personal, or sick leave balances. For each day that an employee misses work due to a work-related injury, the employee may:

1. Choose unpaid leave, thereby only receiving their TTD benefit(s);
2. Elect to use a full day of accumulated leave (vacation, personal, or sick) in addition to their TTD benefit(s); or
3. Elect to use a proportionate share of their accumulated leave (vacation, personal, or sick) to make up the difference between their TTD benefit(s) and their regular pay at the time that the work-related injury occurred.

The employee may not utilize options 2 or 3, above, if they do not have any accrued leave balances. The District's obligation under this Agreement shall continue until the worker's time loss compensation claim is terminated, the employee retires, or the employee resigns, whichever occurs first. The employee may utilize accumulated leave if the worker's compensation claim has been terminated and the employee is still unable to return to work. Employees who suffer workplace injuries and are unable to work will be entitled to leave work for the remainder of the day with no loss of pay utilizing administrative leave. Employees are encouraged to meet with the Human Resource Department to discuss their options for absences covered by worker's compensation.

Section 10.4.8. Family and Medical Leave Act.

As provided by State and Federal law, eligible employees will be allowed to take up to twelve (12) weeks of unpaid family and medical leave time off per year, per family, in the event of the birth or adoption of a child, or placement (in foster care) of a son or daughter, or in the event that they experience a serious illness which prevents them from performing the functions of their job, or if they need to take time off to care for a seriously ill family member or registered domestic partner in accordance with Arlington School District Policy, "Family Leave".

Section 10.4.9. Washington Paid Family Medical Leave (PFML).

Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law.

- 1) Should an employee experience an event that may make them eligible for PFML, the District shall notify employees about the benefits available under PFML.
- 2) Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.
- 3) The District and employees shall pay premium costs as per State law.

Section 10.5. Leave Without Pay and Benefits.

Section 10.5.1. Leave of Absence.

The Superintendent may recommend, and the Board may approve, at its option, a leave of absence for a period of up to one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted upon request. In making its decision, the Board shall consider:

- A. The length of continuous employment in the District. (Ordinarily at least two (2) years of satisfactory service will be required.)
- B. The District may grant an employee a leave of absence without pay for such reasons as: (a) compelling personal matters, (b) education, (c) childcare, and (d) health: or any situation deemed to justify such leave. Requests for a leave of absence must be presented in writing to the District's Human Resources Department. Upon recommendation of the employee's supervisor and the approval of the Superintendent or the Superintendent's designee, an employee may receive a leave for a period not to exceed twelve (12) months except where otherwise provided in this Agreement. Such leave requests will be considered on a case-by-case basis. The decision to grant such requests shall be at the sole discretion of the Superintendent or the Superintendent's designee, except where otherwise provided in this Agreement.
- C. The effect of the leave on the efficiency of the District's operations.

A leave of absence will not be allowed solely so that an employee can pursue other employment opportunities or to relocate to another community. An employee on leave who obtains other employment may be terminated as an employee of the District. Employees on leave are encouraged to work with the District's Human Resources Department so that the nature of their leave and any subsequent changes in their leave are authorized.

Section 10.5.1.1. Returning from Leave of Absence.

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved. The employee on leave must notify the District no later than April 1 of their intentions for the following school year. Failure to respond by April 1 will result in separation of employment. If a vacancy does not exist equivalent in duties and salary, a layoff consistent with other provisions of this Agreement will be instituted to create an appropriate position.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47

n 10.5.3. Leave for Religious Observance.

Section 10.5.4. Leave for the Association State Office or Public Office.

n 10.6. Exhausting Leave.

Section 10.7. Other Leave Requests.

ARTICLE XI

Section 11.1. Longevity.

Collective Bargaining Agreement (2023-2026)
PSE of Arlington Chapter #1101
Arlington School District #16



1 incremental step placement. Refer to Section 17.1. Substitute employees, included within the bargaining
2 unit, shall not acquire longevity.

3 4 **Section 11.2. Substitute Employees.**

5 For the purposes of this Section, "days" shall mean a normal work shift for the employee the substitute is
6 replacing. If the substitute works less than a normal shift, the time worked shall be rounded to the nearest
7 half shift or "half day". Substitute employees shall not be entitled to vacation or holiday pay. Substitute
8 employees shall be given an opportunity to apply for open positions. Section 11.4 shall determine the "hire
9 date" for employees. Substitute employees shall be considered to be on probationary status until sixty (60)
10 days after they have established a "hire date."

11 12 **Section 11.2.1. Leave Replacement Employees.**

13 When a Board approved leave exceeds forty (40) days and the District determines that a
14 replacement employee is needed, a leave replacement position will be posted and filled. Should
15 the District determine that a position will not be filled, the District will communicate that to
16 impacted employees. When a non-Board approved leave exceeds fifty (50) days and the District
17 determines that a replacement employee is needed, a leave replacement position will be posted
18 and filled. Any person who has served as a Long-Term Substitute employee for either of the above
19 leave replacement scenarios days shall be eligible to be immediately hired as a leave replacement
20 employee. If the incumbent substitute declines to be hired the position shall be posted. Leave
21 replacement employees covering the leave of employees on Board approved leaves shall be hired
22 for predetermined lengths of time, all other leave replacement employees may be employed until
23 the regular employee returns to their position or the end of the District's fiscal year whichever
24 comes first.

25 26 **Section 11.2.1.1. Food Service Leave Replacement Employees.**

27 When providing a leave replacement employee for a food service position, remaining
28 employees for the affected building will be given the opportunity to move up to the next
29 corresponding senior position for the duration of the leave or the end of the school year
30 whichever occurs first. A leave replacement employee will be hired into the remaining
31 open position after the employees are afforded the opportunity to move up to the next
32 corresponding senior position.

33 34 **Section 11.3. Temporary Employees.**

35 As stated in the "Definitions" section, a temporary employee is anyone hired on a temporary basis for a
36 pre-determined amount of time, not to exceed sixty (60) continuous days in a twelve (12) month period,
37 and who does not replace a regular employee. Temporary employees will be paid in a similar manner to
38 substitute employees (Section 18.2.5). If the employee is retained for more than sixty (60) days, the
39 employee will be subject to all rights and duties contained in this Agreement beginning with the 61st day of
40 such continuous employment. On the 61st day, the District will determine if the position will have an end
41 date or if it will become a continuing position. If the position will have an end date or if it will become a
42 continuing position. If the position will become a continuing position, it will be posted for open application
43 in accordance with Section 11.12 of the Agreement. Insurance benefits will begin as allowed by SEBB
44 guidelines. If the District replaces a temporary employee with another temporary employee in the same
45 position, the sixty (60) day employment period shall include days worked by both employees.

1 **Section 11.4. Seniority.**

2 The seniority of an employee within the bargaining unit shall be established as of the date on which the
3 employee began continuous daily employment in the employee's classification (hereinafter "hire date")
4 unless such seniority shall be lost as hereinafter provided.

5
6 **Section 11.4.1. Resolving Seniority Issues.**

7 In the event more than one (1) employee in the general job classification set forth in Article I,
8 Section 1.4 is awarded the same seniority date, the question of seniority among those employees
9 shall be determined within thirty (30) days of hire by first comparing overall experience in other
10 classifications within the District. The employee with the most District experience will be
11 determined to be the most senior. If this does not resolve the issue, the employment application
12 dates of the effected employees will be compared. The employee with the earliest application date
13 for their current position shall be determined to be the senior employee. In the event the application
14 dates are the same, Public School Employees and the District shall meet with the effected
15 employees and mutually agree upon the process of resolution. Determination of seniority in like
16 cases during previous agreements shall be observed during this and future agreements. The decision
17 shall be binding and not subject to grievance as defined in Article XVI.
18

19 **Section 11.5. Probationary Status.**

20 Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following
21 the hire date. During this probationary period the District may discharge such employee at its discretion.
22 Substitute employees, included within the bargaining unit, shall be considered to be on probationary status
23 until sixty (60) days after they have established a "hire date."
24

25 **Section 11.6. End of Probationary Period.**

26 Upon completion of the probationary period, the employee will be subject to all rights and duties contained
27 in this Agreement retroactive to the hire date.
28

29 **Section 11.7. Losing Seniority.**

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

- 31 A. Resignation;
32 B. Discharge for justifiable cause;
33 C. Retirement; or
34 D. Change in job classification within the bargaining unit, as hereinafter provided.
35

36 **Section 11.7.1. Maintaining Seniority.**

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

- 38
39 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
40 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of
41 the United States; or
42 C. Time spent on other authorized leaves.
43

44 Seniority shall continue to accrue for items A, B, and C only, as described in Section 10.5.1.2.
45

46 **Section 11.8. Seniority Rights**

47 Seniority rights shall be effective within the general job classification. As used in this Agreement, general
48 job classifications are those set forth in Article I, Section 1.4.
49

Section 11.8.1. Seniority in Multiple Classifications

Employees who are employed in more than one (1) classification shall establish seniority in multiple classifications in which they have a continuing contract and meet the minimum hour requirements per Section 7.12. The hire date in each classification shall establish seniority within that classification only. If there is a tie, overall District experience will determine seniority.

Section 11.8.2. Changing Classifications & Seniority.

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

Section 11.9. Seniority Rights in Job Promotion and Assignment.

The employee with the most seniority within a classification shall have absolute preferential rights and consideration in all matters of job promotion and assignments to new or open positions, shift selection and special services (including overtime), when demonstrated ability and performance are equal to or greater than junior employees or other applicants for the position. Employees will receive a letter of bypass when they are not the successful candidate for a position for which they applied. The bypass letter shall include reasons why the employee(s) has been bypassed. The reasons given in the bypass letter must be based on the qualifications stated in the job posting. The administrative procedure for attending to individual employee's concerns when bypassed shall be as follows:

- A. Upon receiving a letter of bypass, the employee may schedule an appointment with the administrator, supervisor or director who made the recommendation for employment regarding the position of concern. Members of the interview committee and/or the Executive Director of Human Resources may be asked to attend this meeting. The employee may also have a union representative present.
- B. The written request shall be made within five (5) days of the employee receiving the letter of bypass and the meeting shall be held within ten (10) days of the request.
- C. The purpose of the meeting is to review the employee's test scores and interviewers' ratings so that an employee may know what specific areas they should work on improving.

If the District determines that seniority rights should not govern because a junior employee or applicant possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the senior employee or employees and the organization's President its reasons why the senior employee or employees have been bypassed. The Association recognizes the rights of the District to select those persons for promotion to supervisory positions after considering applicants from both within and without the present staff. In making these decisions, the paramount concern of the District will be to maintain or increase the efficiency of the organization. Leadership ability, responsibility, demonstrated ability to work independently, and dedication to the interests of the District shall be important criteria used in the selection. The District's affirmative action goals shall be considered.

Section 11.9.1. Shift Definition.

"Shift" shall mean the number of hours of work employed and time of day work is scheduled where this time affects the rate of compensation.

Section 11.9.1.1. Overtime & Extra Work for Custodians & Food Service Workers.

Overtime and extra added work will be offered to the senior custodian or food service worker as applicable at the site where the overtime and/or extra added work is to occur. The senior

custodian or food service worker at each site will always have the first opportunity for overtime or extra added work at that site. The senior custodian or food service worker may accept or reject the overtime or extra added work. If it is rejected, the work will be offered to the next senior employee at the site. If overtime or extra added work is rejected by all, the overtime or extra added work will be offered to the next senior custodian or food service worker per the District seniority list.

Section 11.9.2. Paraeducator Class Size Relief Hours.

The administrative procedure used when filling class size relief hours shall be as follows:

- A. A list of available paraeducators for class size relief hours will be distributed by October 1 of each year. Seniority List #1 Seniority by building within paraeducator Classification Seniority List #2 Seniority District-wide within paraeducator Classification
- B. Administrators will utilize seniority list #1 to assign class size relief hours at their individual sites. The hours shall be assigned by building seniority.
- C. If unassigned hours remain after exhausting list #1, administrators shall seek to fill hours from Seniority List #2.
- D. Section 11.9 will be applied as employment decisions are made.
- E. Class size relief hours may not extend from one school year into another.

Section 11.10. Posting Open Positions.

The District shall publicize within the bargaining unit for five (5) days, classifications in which there are new or open positions as soon as the District has determined that such an opening exists. A copy of the job posting shall be forwarded to the Association President or their designee. If a qualified Association member should apply, the Supervisor shall interview the member. Should more than one (1) qualified Association member apply, the Supervisor shall interview a minimum of two (2). At their discretion, supervisors may include an Association member on the interview panel. Transfers within general job classifications that do not change total hours and/or wages shall not be considered new or open positions.

Section 11.10.2. Open Bus Driver Positions.

In the event the District is filling an open bus driver position with a substitute employee, the District will immediately post that position for open application, as per Section 11.11.

Section 11.11. Reduction in Force (RIF).

Reduction in Force (RIF) is a reduction in the number of hours and/or days imposed by the District because of financial need or a change in program(s). A layoff is a RIF that results in termination of employment. Should a lack of funds or change in program(s) make necessary a reduction in any classification hours and/or personnel the following steps shall be used:

1. When the District becomes aware that a RIF may be necessary, they will notify the Association in a timely manner. Within ten (10) days of notification, appropriate representatives from the Association and District will meet to review the issues and process. The District will gather input from the Association to explore alternatives.
2. In the event that no alternative can be agreed to, the District will notify each member of the affected classification in writing and ask for volunteers.
3. In the case of a layoff, the employee(s) with the least seniority within the classification shall be laid off.

4. In the event that there are open position(s) available, employees may request to be considered for those position(s) based upon their qualifications in accordance with Section 11.

Section 11.11.1. Notice to Employees.

When the District determines that a RIF within the bargaining unit may be necessary, all employees that could be affected will receive thirty (30) days warning notice. Employees will receive fifteen (15) days' notice of definite layoff. In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to seniority layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years. The District will notify and provide the Association President with such list. The employees affected shall retain accrued sick leave, accrued and vested vacation rights, seniority, and longevity while a member of the reemployment list, but shall not accrue additional benefits during this time.

Section 11.11.2. Reemployment List.

Positions will be filled from the reemployment list as follows. Each individual on the reemployment list by seniority ranking will be considered for any open position(s) or hours/days within his/her classification.

Section 11.11.2.1. Recall from RIF.

Loss of Hours and/or Days: By seniority, employees who lose hours and/or days will have the first right of refusal to acquire hours for which they are currently qualified, up to the number of original hours. Layoff: Employees will be offered reemployment for which they are qualified in order of seniority, provided that no employee shall be offered a position having a greater number of hours than said employee was assigned at the time of their layoff. If an employee accepts an offer for an open or temporary position with fewer hours than the position previously held, he/she shall remain on the reemployment list until such time as he/she is offered a position with hours substantially equal to or seventy five percent (75%) of the hours held prior to layoff or until his/her reemployment rights expire.

Section 11.11.3. Substitute List.

All positions of substitutes shall be offered first to employees on the reemployment list using the District's online system. For those employees groups not utilizing the Districts online system, the substitute positions shall be offered first to employees beginning at the top of the reemployment seniority list.

Section 11.12. Address Filed.

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

Section 11.13. Forfeit Reemployment Rights.

An employee shall forfeit rights to reemployment as provided in Section 11.13.1 and 11.13.2., if the employee does not comply with the requirements of Section 11.14, or if the employee does not respond to the offer of reemployment within fifteen (15) days.

1 **Section 11.14. Reduction of Benefits.**

2 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued
3 benefits; provided that such employee is offered a position substantially equal to or seventy five percent
4 (75%) of what was held prior to layoff.

5
6
7 **ARTICLE XII**

8
9 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

10
11 **Section 12.1. Discipline and Discharge of Employees.**

12 The District shall have the right to discipline or discharge an employee for justifiable cause. Conferences
13 between the employee and the Superintendent, the Superintendent's administrative designee, or the
14 employee's supervisor which have as their purpose, the investigation of complaints or the discussion of
15 potential performance deficiencies shall not be considered disciplinary action. Disciplinary action,
16 including discharge, is subject to the provisions of the grievance procedure hereinafter provided. The
17 establishment of a probationary period for purpose of remediation of performance deficiencies shall not be
18 considered disciplinary action.

19
20 **Section 12.1.1. Progressive Discipline.**

21 The District may exercise its right and obligation to impose discipline in instances where just cause
22 exists. Depending upon the severity of the offense, discipline may begin at any step. However, if
23 circumstances justify, some steps may be eliminated. Such discipline shall include, but not be
24 limited to, the following steps:

- 25
26 1) Verbal Warning.
27 2) Written Warning.
28 3) Suspension without pay.
29 4) Termination.

30
31 **Section 12.1.2. Right to Representation.**

32 An employee shall be entitled to have present a representative of the Association during any
33 meeting which might reasonably be expected to lead to disciplinary action, and/or at any meeting
34 in which discipline is imposed. The District, acting through a supervisor, shall advise an
35 employee when there is knowledge that disciplinary action will or may take place. When a
36 request for such representation is made, no meeting shall continue, nor shall any action be taken
37 with respect to the employee, until such a representative of the Association has reasonable
38 opportunity to be present. In no event, however, shall the meeting be delayed more than three (3)
39 workdays to accommodate such representation.

40
41 **Section 12.1.3. Right to Attach Comments to Discipline.**

42 An employee shall have the right to attach comments to disciplinary material that is placed in
43 their personnel file.

44
45 **Section 12.2. Notice of Discharge.**

46 Employees whose work year is less than two hundred sixty (260) days shall be notified of the District's
47 intent to discharge them prior to the employee's last working day of the current work year, unless such
48 discharge is done consistent with layoff procedures stipulated elsewhere in the Agreement.

Section 12.2.1. Discharge of Non-Annual Employee.

Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the instructional year.

Section 12.2.2. Section Not Limiting.

Nothing contained in this Section shall in any regard limit the operation of other Sections of this Article.

Section 12.3. Notice of Discharge.

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees ten (10) day notice of intention to discharge. Employees shall provide the District ten (10) days notification of their intent to resign.

Section 12.4. Justifiable Causes for Discharge.

Refusing to cross a picket line set up by an organization other than the Association or participating in sympathy work stoppages shall be justifiable cause for discharge. The District recognizes the responsibility of affording employees safe conduct to work.

ARTICLE XIII

INSURANCE AND RETIREMENT

Section 13.1. Benefits Required to be Offered.

The District agrees to provide the insurance plans and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits' Board (SEBB). Furthermore, the District will follow all SEBB guidelines including, but not limited to, those related to eligibility, enrollment, open-enrollment, and termination of employment. The funding rate paid by the District will include the full K12 remittance for retirees (also known as the "carve-out"). The parties acknowledge that there may be unanticipated impacts as SEBB is implemented, and the parties agree to meet and confer about these impacts through Labor Management.

Section 13.2. VEBA.

Association members may vote as a unit each year on the VEBA options available by law. The Association President will present the results of any such election annually to the Superintendent or Superintendent's designee by November 15 of each year.

Section 13.3. District VEBA Contribution.

The District shall contribute fifty dollars (\$50) per month into individual VEBA accounts for every employee covered by the Association contract who is eligible for SEBB benefits.

ARTICLE XIV

PROFESSIONAL AND PERSONAL GROWTH TRAINING

Section 14.1. Training.

Employees attending training courses required by State regulations or the District as a condition of continued employment, or to be able to perform the duties of their specific position, will be paid by the District, at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, and transportation costs. Employees who have not been trained in specific skills (i.e. lifting students and/or using a Hoyer lift) are not expected to perform the skills. Paraeducators who serve in Special Programs, such as when they work with students who are on an IEP or a 504 Plan, shall be provided training in order to ensure they can adequately and safely perform their duties. For example, a paraeducator who serves a student who is aggressive or combative will receive Crisis Prevention Institute (CPI) training before they are required to participate in any restraint situation.

Section 14.2. Professional Development Requested by Employee.

Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition may be paid by the Association Staff Professional Growth Fund. Approval of the School District will be based upon the value of the training to the District and availability of funds.

Section 14.3. Association Staff Professional Growth Fund.

The District will establish a fund in the amount of eleven thousand dollars (\$11,000). The fund's purpose is to provide training and professional growth programs and courses that are designed to improve and enhance the job skills of all classified employees related to their current job assignment within the bargaining unit. In the event that the District's Maintenance and Operations has a double levy failure, the District and the Association will meet regarding the maintenance of this section. Unused funds will be carried over to the next year up to a maximum of sixteen thousand dollars (\$16,000) (inclusive of the next year's allocation).

Section 14.4. Association Staff Professional Growth Fund Committee.

The Association Staff Professional Growth Fund will be administered by an Association Staff Professional Growth Committee. The committee will be established and meet within thirty (30) days of the start of the school year. The committee will consist of seven (7) Association classified employees; one (1) officer, two (2) paraeducators, four (4) at-large bargaining unit members, one (1) staff member of the District's Finance Department and one (1) administrator selected by the District. The Committee will have the responsibility to evaluate and approve or deny applications based on the merit of the proposal. Members of the committee will develop criteria outlining the application process for funds to cover the cost of attendance at professional growth programs and courses.

Section 14.5. Training and District Day.

All Classified employees will have the opportunity to attend training during the District Day normally held in August or September regardless of whether it is a contracted day. Employees who attend shall, at their option, receive compensation at their regular rate of pay, or use restructured time, for all time spent attending the District directed portion of the day. Employees who are invited to attend the trainings that are not part of their regular contract will work with their supervisors for a plan of attendance and



1 compensation for those days. If applicable, restructured time will be the first source of compensation.
2 Employees will not be required to use accrued paid leave if they are unable to attend the trainings on the
3 District Day or other training days if they are non-contracted days.
4

5 **Section 14.6. CDL Renewal Fee and Authorization Reimbursement.**

6 Upon request from an employee, the District shall pay the cost of continuing CDL and School Bus Driver
7 authorization eligibility up to two hundred dollars (\$200) per employee per renewal.
8

9 **Section 14.7. State Required Paraeducator Training.**

10 The District will provide opportunities within each building for paraeducators to receive training that
11 will meet the requirements for the State Paraeducator Certification.
12
13
14

15 **ARTICLE XV**

16 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

17
18
19 **Section 15.1. Association Membership.**

20 Each employee subject to this Agreement who, on the effective date of this Agreement, is a member of the
21 Association in good standing, may maintain membership in the Association in good standing during the
22 period of this Agreement.
23

24 **Section 15.2. New Hire Notification.**

25 The Employer will provide membership@pseofwa.org and the President or their Designee
26 electronic notification of the name, address, personal phone number, classification, job title, work
27 location, and work and personal email address of all newly hired bargaining unit employees and
28 temporary employees at least three (3) workdays after they begin their first day on the job. The
29 District shall keep the Association President apprised, on a timely basis, of the accumulation of days
30 of employment of employees defined as temporary employees pursuant to Section 11.2 herein.
31

32 **Section 15.3. Dues Remittance.**

33 The District shall deduct Association State and local chapter dues from the pay of any employee who
34 authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit State funds
35 deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The District
36 shall transmit local chapter dues to the chapter President on a monthly basis. If a notice from the
37 Association is provided to the District prior to the 10th of the month, the District will begin
38 withdrawing dues beginning with the next pay period otherwise deductions will begin the following
39 month.
40

41 **Section 15.4. COPE Collective Bargaining Agreement Language.**

42
43 **Section 15.4.1. Political Action Committee.**

44 The District shall, with five (5) or more employees participating, upon receipt of a written
45 authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit
46 employee the amount of contribution the employee voluntarily chooses for deduction for political
47 purposes and shall transmit the same to the Union on a check separate from the Union dues

transmittal check. Section 15.7.2. (hold harmless language) of the Collective Bargaining Agreement shall apply to these deductions.

Section 15.4.2. Hold Harmless.

The Association will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any check-off of Association dues (Section 15.6.) or requirement that employees pay membership or representation fees to the Association or a charitable organization as a condition of employment (Section 15.5).

Section 15.4.2.1. Hold Harmless.

The Association will indemnify, defend and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any check-off of Association dues.

Section 15.4.3. Check-Off.

The District shall deduct the Association 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.

Section 15.5. Audits and Member Lists.

Within twenty-one (21) business days from an employee's hire date and every one hundred twenty (120) business days thereafter, for all employees covered under the Association collective bargaining unit, the employer will provide an .XLSX digital file format to membership@pseofwa.org for all employee information retained in the employer's records to the Association. The employer will report substitutes only when they have met eligibility requirements (as per Section 11.3, Temporary Employees) and provide the date the employee became union eligible. The information will include:

- A) The employee's name and date of hire and if a change in classification, the new classification start date.
- B) The employee's contact information, including:
 - 1) Cellular, home, and work telephone numbers.
 - 2) Work and personal email addresses; and
 - 3) Home address or personal mailing address.
- C) Employment information
 - 1) The employee's job title
 - 2) Employee ID number
 - 3) Annual salary and hourly rate of pay
- D) Contracted days for work performed under collective bargaining agreement.
- E) Primary work site location or duty station.

The employer will stay in compliance with all applicable laws relating to employee information including the additions to RCW 41.56 made after the passage of SHB 1200.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 16.1. Resolving Grievances and Complaints.

The purpose of this procedure is to provide for an orderly method of resolving grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement shall be resolved in strict compliance with this Article. Time limits under unusual circumstances may be extended by mutual consent. Employees have the right to Association representation at all times during this procedure. Employees have the right to forego Association representation in this procedure and at any time during the process may choose to withdraw their grievance.

Section 16.1.1. Grievance Limitation.

All grievances not brought to the immediate supervisor in accordance with this Section within thirty (30) days of the date when the employee could have reasonably been expected to have become aware of the action being grieved, shall be invalid and subject to no further processing.

Section 16.2. Grievance Steps Outline, Followed by Narrative.

Step 1: Zero to Thirty (0-30) days of the occurrence-verbal statement - Supervisor discussion (See 16.2.1)

1. If resolved – the grievance stops here
2. If unresolved – continue to Step II

Step II: Fifteen (15) days from Step I – Employee submits written grievance statement and meets with the Executive Director of Human Resources (See 16.2.2)

1. If resolved – grievance stops here
2. If unresolved - continue to Step III

Step III: Ten (10) days from Step II. Superintendent hearing. (See 16.2.3)

1. If resolved – grievance stops here
2. If unresolved - continue to Step IV

Step IV: Fifteen (15) days from Step III. Association meets to Validate Grievance. (See 16.2.4)

1. If the grievance is validated – continue to Step V
2. If the grievance is not validated – Grievant may appeal to the Association State Grievance Panel (see Section 16.2.4.1)

Step V: Arbitration (See 16.2.5)

Section 16.2.1. STEP I – Informal Meeting with Site/Immediate Supervisor.

The employee shall first discuss the grievance with the immediate supervisor or appropriate administrator who has the authority to adjust the grievance. If the employee wishes, they may be accompanied by an Association representative at such discussion. The employee must inform the supervisor or administrator in writing, that they are meeting to discuss a potential grievance and discuss the facts on which the grievance is based, the portions of the Agreement allegedly violated, and the remedy sought. The supervisor shall respond formally or informally within (10) days of the informal meeting.

Section 16.2.2. STEP II – Reduce to Writing and Meet with the Executive Director of Human Resources.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within fifteen (15) days of the supervisor's Step I response, submit the aforementioned documents to the Executive Director of Human Resources a statement of the grievance containing the following:

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

The Executive Director of Human Resources shall schedule a meeting to discuss the grievance within ten (10) days of having received the written statement of grievance. Following this meeting, the Executive Director of Human Resources will issue a decision within ten (10) days. If an agreeable disposition is made, all parties to the grievance shall sign it. If a settlement was not reached, the grievance will move to Step III.

Section 16.2.3. STEP III – Superintendent or Designee Grievance Hearing.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within then (10) days of receiving the decision from the Executive Director of Human Resources, submit the written statement of grievance to the Superintendent. The Superintendent will have ten (10) days from receipt of the written statement of grievance to schedule a hearing on the grievance. Following the hearing, the Superintendent or designee shall issue a decision within ten (10) days. If an agreeable disposition is made, all parties to the grievance shall sign it. If a settlement was not reached, the grievance will move to Step IV.

Section 16.2.4. STEP IV – Association Meets to Validate Grievance.

If no settlement has been reached in Step III, the Association has fifteen (15) days following the Superintendent's or designee's decision to meet to validate the grievance. If the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the Superintendent. If the Association does not validate the grievance, the Grievant has the right to appeal to the Association State Office Grievance Panel for resolution.

Section 16.2.4.1. Employee's Right To Appeal Unvalidated Grievance.

If the Association does not validate the grievance per Step IV, and the Grievant chooses to appeal to the Association State Office Grievance Panel, the employee must notify the Superintendent or designee within fifteen (15) days of the Association's Step IV meeting of their intent to appeal.

Section 16.2.5. STEP V – Arbitration.

If no settlement has been reached within the fifteen (15) days referred to in the preceding subsection, the Association may demand arbitration of the grievance. In the event an arbiter cannot be agreed upon, the parties shall jointly request the American Arbitration Service to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the

names of the seven (7) arbiters is received, the parties in turn shall have the right to delete a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to delete the first name from the panel shall be determined by lot. The process shall be completed within five (5) days of receipt of the list.

Section 16.2.5.1. Arbitration Proceedings.

Arbitration proceedings shall be in accordance with the following:

1. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the completion of the hearings.
2. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.
3. The arbiter shall rule on the basis of information presented in the hearing and on the basis of the arguments and contentions of the parties as set forth in any Pre or Post Hearing briefs and shall refuse to receive any evidence after the hearing except by mutual agreement.
4. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be pertinent to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Such arguments of the parties, whether oral or written, shall be pertinent to and directed at the matters set forth in the grievance.
5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
6. The costs for the services of the arbiter, if any, including per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne by the losing party to the arbitration. All other costs will be borne by the party incurring them.
7. The total costs of the stenographic record (if requested) will be paid by the party requesting it.

Section 16.2.6. Agreement Not To Be Altered.

In arriving at any settlement or decision under the provisions of this Article, the arbitrator does not have the authority to alter this Agreement in whole or in any part or to add to or delete from any of its provisions.

ARTICLE XVII

TRANSFER OF PREVIOUS EXPERIENCE

Section 17.1. Longevity Credit for Previous School District Experience.

Any new hire subject to this Agreement shall receive longevity credit for employment experience in any other Washington Public School District in accordance with the terms of RCW 28A.400.300. Refer to Section 11.1.

1
2 **Section 17.1.1. Longevity Credit for Relevant Experience.**

3 Newly hired employees may petition the District for longevity credit based upon employment
4 outside of Washington public schools. New employees must request such credit and provide
5 documentation from previous employers demonstrating relevant experience within sixty (60)
6 days of hire. Employees requesting credit for self-employment need to provide documentation
7 verifying hours worked and duties performed. Upon review of the documentation and
8 understanding the nature of the experience the District may elect to allow full or partial longevity
9 credit. Appeals may be addressed to the Superintendent, whose decision shall be final and
10 binding. Decisions shall not be subject to the grievance procedure.
11

12 **Section 17.2. Applicability of Longevity Credit.**

13 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A, except the
14 seniority provisions.
15
16

17
18 **ARTICLE XVIII**

19
20 **SALARIES AND EMPLOYEE COMPENSATION**
21

22 **Section 18.1. Compensation.**

23 Employees shall be compensated in accordance with the provisions of this Agreement for all approved
24 hours worked.
25

26 **Section 18.1.1. Volunteer Time.**

27 Employees may volunteer their time and talents on behalf of pre-identified, non-District
28 organizations whose activities may take place on District property or that may utilize District
29 equipment, provided that such volunteer activity does not replace a work assignment for which pay
30 has historically been made by the District and that there has been no request or coercion by District
31 supervisory personnel. In the event the District received any compensation for labor costs for use of
32 District property, any work performed by a member of this bargaining unit shall be assigned and
33 compensated in accordance with Article XI and Schedule A. Any volunteer activities performed by
34 members of this bargaining unit in accordance with this Section will be based entirely on the
35 decision of the individual employee.
36

37 **Section 18.2. Salary Schedule.**

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

41 **Section 18.2.1. Obligating Funds for Salaries.**

42 It is the intent of the District to obligate funds for salaries and compensation that do not exceed the
43 amount authorized by the State and which utilize the amount provided by State for salaries in State
44 funded programs. Hourly rates for employees in non-State funded programs shall not be different
45 from employees in State-funded programs because of the source of funding. Effective September
46 1, 2023, Schedule A shall be increased by six and seven-tenths percent (6.7%). The Parties will
47 meet for a limited financial reopener in year two (2) for the second and third year of the contract.
48 In addition, both parties may bring up to four (4) non-monetary language items for consideration.

The wage increases will be general increases only - no wage study or varied raises by job title or classification. However, should the District receive funding specifically for a group of employees to receive a higher wage increase, the Parties may bargain varied raises for the specified job title, classification, etc. that received the additional funding. In the future, the Parties will consider the base pay and vacation factor when comparing to other Districts.

Section 18.2.2. Coaching.

Members of the bargaining unit who volunteer and are appointed to coach or advise student activities shall be paid the stipend which would be paid to a certificated employee in that assignment.

Section 18.2.3. Supervision of Student Activities.

Employees who volunteer for student supervision or similar activities that occur after the workday or in the evening shall be paid a flat rate that is equivalent to the AEA language (currently thirty-five dollars (\$35) for each occurrence. An activity is approximately two (2) hours in length.

Section 18.2.4. Teaching Adult Education Classes.

Employees who teach adult education classes shall be paid the established rate for such instruction.

Section 18.2.5. Substitute Pay.

Classified substitute employees shall receive ninety percent (90%) of the applicable hourly Step 1 wage on Schedule A of this Agreement, with the following exceptions:

1. Substitute bus drivers shall receive one hundred percent (100%)
2. Substitute paraeducators shall receive ninety percent (90%) of the Step 1 wage for Life Skills/EBD/Transitions.
3. Employees who have retired from the Arlington School District and come back to work for the District as substitute employees within the same classification, shall be compensated at the rate on Schedule A, appropriate for their years of service. Retired employees substituting in other classifications will receive the normal substitute wages.
4. Any person who has substituted for more than thirty (30) consecutive workdays in the same classification shall receive Step 1 wages on Schedule A for that category, beginning with the thirty first (31st) consecutive workday.

Section 18.2.6. Paraeducators Working as Certificated Substitutes.

It is in the interest of both parties to allow paraeducators who are certified to substitute teach to perform the work of a substitute teacher from time to time. At the direction and discretion of the building administrator, paraeducators who are certified to substitute teach will be offered substitute teaching work. When a paraeducator performs the work of a substitute teacher they will be compensated at the same rate of pay as all other certificated substitutes.

Section 18.3. Salaries Retroactive to Effective Date.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XIX, Section 19.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

1 **Section 18.4. Retroactive Pay.**

2 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
3 Agreement, if possible, and in any case not later than the second regular payday. In the case of retroactive
4 pay resulting from negotiations pursuant to Article XIX, Section 19.3, such retroactive pay shall be paid on
5 the first regular payday following agreement on such schedule, if possible, and in any case not later than the
6 second regular payday. Should this process be overly cumbersome or operationally challenging, the parties
7 may mutually determine an alternative plan for the retroactive pay which may include a lump sum or
8 spreading the amount over the remaining months of the contract.

9
10 **Section 18.5. Incremental Salary Steps.**

11 Incremental steps, where applicable, shall take effect on September 1 provided the employee has been
12 actively employed for at least ninety (90) workdays during the previous employment year.

13
14 **Section 18.6. Longevity Credit When Changing Position or Classification.**

15 Any employee who changes job positions or classifications shall receive full longevity credit regarding step
16 placement on Schedule A.

17
18 **Section 18.7. Rounding Work Hours.**

19 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ($\frac{1}{4}$) hour
20 except in the instance of bus drivers.

21
22 **Section 18.8. Reimbursement for In-District Travel.**

23 Any employee required to travel from one site to another in a private vehicle during working hours shall be
24 reimbursed for such travel on a per mile basis at the federally recognized rate, or the amount approved for
25 payment to the State employees, whichever is greater. When a school car is available, employees who
26 opt to use their own vehicle shall receive the rate paid to State employees as set forth by the
27 Superintendent of Public Instruction.

28
29 **Section 18.9. Overnight Trips.**

30 Employees required to remain overnight on District business shall be provided appropriate accommodations
31 and reimbursed for approved expenses (e.g. mileage and meals) in accordance with District policy.

32
33 **Section 18.10. Allowances**

34
35 **Section 18.10.1 Overalls for Mechanics.**

36 One (1) pair of clean overalls per week shall be furnished by the District to all mechanic employees.

37
38 **Section 18.10.2. Clothing Allowance.**

39 The District will provide a clothing allowance of four hundred dollars (\$400) per year for work
40 shirts, pants, coats, footwear, etc. to all maintenance, mechanics, and grounds employees. The
41 District may, at its own discretion, apply a clothing allowance to other District employees as needed.
42 District clothing shall have the Arlington School District logo and employee name on all.

43
44 **Section 18.10.3. Tool Allowance.**

45 A tool allowance of six hundred and twenty-five dollars (\$625) per year for Mechanics and
46 Preventative Maintenance Technicians will be allowed as approved by the Supervisor of
47 Transportation.

Section 18.10.4. Child Nutrition Driver Footwear Allowance.

The District will provide a protective footwear allowance for the Child Nutrition Driver of two hundred dollars (\$200) per year.

Section 18.11. Rain Gear.

District-owned rain gear shall be available, as required, for all personnel working outside during inclement weather.

Section 18.12. Optional District Uniforms.

The District shall pay for one half (½) the cost of optional District uniforms. The District shall pay all of the cost of required District uniforms or other required clothing.

Section 18.13. Physical Examinations.

The District shall have the right to require physical examinations as prescribed by State law. The District shall designate a physician(s) to perform the physical examination and shall pay the full cost of such exam. All physical exams shall be performed by District physician(s) except that after one (1) year of employment an employee shall have the right to select his/her personal physician, subject to the District paying no more than one-half (½) of such cost or the amount which would have been paid to the District's physician(s) for an examination, whichever is less.

Section 18.14. Asbestos.

No employee may be required to perform an asbestos-related duty. Should an employee perform supervisor approved asbestos-related duties, the employee shall receive a twenty-five dollar (\$25) per hour shift differential.

Section 18.15. Request for Position Review.

When an employee believes the essential duties and responsibilities of their job have changed to such a degree that their current responsibilities are no longer commensurate with their current job classification/description, the employee may request to have their job be evaluated to determine whether or not their job should be reclassified as another position on Schedule A. An employee, a group of employees, or the Association may initiate an official request for reclassification. A review is available through the Position Review Committee. This Committee shall be comprised of the following individuals:

- 1) Executive Director of Human Resources
- 2) Two (2) District Administrative appointees
- 3) The Association President or designee
- 4) Two (2) Association appointees

Prior to submitting a request for position review, the employee must first meet with their direct supervisor to discuss their job assignment, duties and responsibilities as it relates to the review of the position. If not resolved with the immediate supervisor, the employee may submit the Position Review Request Form to the Executive Director of Human Resources.

Section 18.15.1. Position Review Timeline.

When a Position Review Request Form is received, the Executive Director of Human Resources will notify the employee(s), the employee's immediate supervisor(s) and the President of the Association. Forms must be submitted no later than February 1. Employees will be notified of

the results of the decision not later than March 30. The Executive Director of Human Resources will convene one (1) or more meetings of the Committee beginning no later than March 1 to review all requests for that school year. The Committee will jointly consider the following:

- 1) Current job descriptions for positions under review.
- 2) Interview requesting employee, group of employees as applicable.
- 3) Interview the immediate supervisor(s) and/or administrator as applicable.
- 4) Consideration will be made regarding the impact on the bargaining unit.

Section 18.15.2. Position Review Voting.

A two-thirds (2/3) majority vote of the Committee is required in order to implement a change. In the case of a vote of less than two-thirds (2/3) of the Committee, the final decision will be made by the Executive Director of Human Resources. The decision of the Committee or the Executive Director of Human Resources, as applicable, is final and not subject to the grievance procedure. Human Resources will notify the requesting employee(s) of the Committee's decision no later than March 30.

Section 18.15.3. Position Review and Compensation.

Decisions that result in a higher level of compensation on Schedule A shall be reflected in the next regular payday and in any case not later than the second regular payday. The employee may be eligible for retroactive pay based upon the information presented. In no case will retroactive pay be paid for work completed prior to September 1 of the current school year.

Section 18.16. Developmental Preschool Paraeducators.

When a Developmental Preschool class size exceeds twenty (20) students, then a minimum of three (3) paraeducators shall be provided for that classroom.

ARTICLE XIX

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1. Term of Agreement.

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

Section 19.2. Applicability of Agreement.

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

Section 19.3. Reopening Agreement with Mutual Consent.

This Agreement, except as otherwise stated, may be reopened and modified at any time during its term upon written mutual consent of the parties. Such notification shall be in writing and shall include those Sections of the Agreement intended for negotiation.

Section 19.4. Invalid Provisions.

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

Section 19.5. Conflicts with State or Federal Statutes or Regulations

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

Section 19.6. Renegotiating Provisions.

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

ARTICLE XX

APPRENTICESHIP

Section 20.1. Apprenticeship.

All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this Agreement; except that the (WPSCEJATC) shall have jurisdiction to ensure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council.

Section 20.1.1. Apprentice Deemed Unsuccessful.

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

Section 20.1.2. Ratio of Apprentice to Journey-Level.

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

Section 20.2. Pay Rate for Apprentices.

Employees enrolled as apprentices shall receive the paraeducator rate of pay for their positions, as specified on Schedule A.

Section 20.2.1. Pay for Apprenticeship Completion.

Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC of journey status, the journey person shall receive the paraeducator journey rate of pay which shall be equal to seventy-five percent (75%) of the average rate for completion received by assistants in the local area.

Section 20.3. Tuition and Fees.

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

Section 20.4. Apprenticeship Program Voluntary.

Participation in the apprenticeship program shall be completely voluntary for all paraeducators.

1
2 **Section 20.5. Application for Apprenticeship.**

3 Persons employed on the effective date of this Agreement may apply for the apprenticeship program at any
4 time new enrollees are accepted. Applications will be accepted annually prior to October 1.
5

6 **Section 20.6. Reopening Article.**

7 This Article may be reopened at any time upon mutual agreement of the parties or as new classifications are
8 proposed by the Local JATC for journey level status.
9

10 **Section 20.7. Professional Standards Program.**

11 The District recognizes the Professional Standards Certificate as issued by the National Association of
12 Educational Office Professionals with provisions beyond the monthly salary schedule as identified in
13 Addendum No. 1 to Schedule A-1. Such payment shall begin with the paycheck following confirmation of
14 the award/degree and submission of such confirmation to the Superintendent.
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

ARLINGTON CHAPTER #1101

BY: Nanci Johnson
Nanci Johnson, Chapter President

DATE: Feb 1, 2024

ARLINGTON SCHOOL DISTRICT #16

BY: Chrys Sweeting
Dr. Chrys Sweeting, Superintendent

DATE: 1-30-2024

ARLINGTON PUBLIC SCHOOLS PSE SCHEDULE A - 2023-2024						VACATION FACTOR					
	1 TO 4	5 TO 9	10 TO 14	15 TO 19	20+	1 TO 4	5 TO 9	10 TO 14	15 TO 19	20 TO 24	25+
	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI
Child Nutrition Classification											
Child Nutrition Cook/Baker	25.46	27.81	28.48	29.09	29.67	1.47	2.14	2.74	2.91	3.08	3.19
Child Nutrition Cook/Baker Lead	26.93	29.27	29.94	30.52	31.12	1.55	2.25	2.88	3.05	3.23	3.35
Child Nutrition Delivery Driver	26.22	28.88	29.66	30.37	30.96	1.51	2.22	2.85	3.04	3.22	3.33
Child Nutrition Kitchen Lead	24.39	26.89	27.59	28.24	28.81	1.41	2.07	2.65	2.82	2.99	3.10
Child Nutrition Kitchen Worker	22.27	24.53	25.18	25.78	26.29	1.29	1.89	2.42	2.58	2.73	2.83
Custodial Classification											
Custodian	27.43	29.97	30.62	31.20	31.82	1.58	2.31	2.94	3.12	3.30	3.43
Custodian, Swing Shift	28.12	30.72	31.39	31.98	32.62	1.62	2.36	3.02	3.20	3.39	3.51
Custodian/Courier/Warehouse	28.08	30.69	31.33	31.91	32.54	1.62	2.36	3.01	3.19	3.38	3.50
Custodian/Courier/Warehouse - Swing Shift	28.78	31.46	32.11	32.71	33.35	1.66	2.42	3.09	3.27	3.46	3.59
Custodial/grounds/Maintenance	30.49	33.15	33.80	34.40	35.08	1.76	2.55	3.25	3.44	3.64	3.78
District Custodial Lead - Day	31.73	34.26	34.90	35.46	36.13	1.83	2.64	3.36	3.55	3.75	3.89
District Custodial Lead - Swing Shift	32.52	35.12	35.77	36.35	37.03	1.88	2.70	3.44	3.64	3.85	3.99
Lead Custodian, Day	30.06	32.65	33.32	33.89	34.57	1.73	2.51	3.20	3.39	3.59	3.72
Lead Custodian, Swing Shift, AHS	30.81	33.47	34.15	34.74	35.43	1.78	2.57	3.28	3.47	3.68	3.81
Grounds Classification											
Grounds	32.44	34.99	35.69	36.41	37.13	1.87	2.69	3.43	3.64	3.86	4.00
Grounds, Trash Truck Driver	31.36	33.83	34.52	35.20	35.90	1.81	2.60	3.32	3.52	3.73	3.86
Individual Classification											
Attendance Officer	27.57	30.11	30.78	31.36	31.98	1.59	2.32	2.96	3.14	3.32	3.44
Attendance Specialist	30.14	32.92	33.57	34.15	34.84	1.74	2.53	3.23	3.42	3.62	3.75
Campus Monitor	29.37	31.81	32.59	33.26	33.92	1.70	2.45	3.13	3.33	3.52	3.65
Certified/Registered Behavior Technician	28.30	30.61	31.19	31.76	32.34	1.63	2.35	3.00	3.18	3.36	3.48
ECEAP Family Serv Specialist: AA Degree	34.29	37.44	38.19	38.86	39.63	1.98	2.88	3.67	3.89	4.12	4.27
ECEAP Family Serv Specialist: BA Degree	36.58	39.90	40.57	41.14	41.97	2.11	3.07	3.90	4.11	4.36	4.52
ECEAP Family Serv Specialist: MA Degree	37.68	41.14	41.77	42.37	43.21	2.17	3.16	4.02	4.24	4.49	4.65
ECEAP Family Services Specialist/Interpreter	37.68	41.14	41.77	42.37	43.21	2.17	3.16	4.02	4.24	4.49	4.65
ECEAP Lead Teacher: AA Degree	30.91	33.75	34.41	35.02	35.72	1.78	2.60	3.31	3.50	3.71	3.84
ECEAP Lead Teacher: BA Degree	36.46	39.78	40.44	41.02	41.84	2.10	3.06	3.89	4.10	4.34	4.50
Facility Monitor	25.29	25.91	26.55	27.17	27.71	1.46	1.99	2.55	2.72	2.88	2.98
Grant Coordinator	33.49	36.38	36.96	37.54	38.11	1.93	2.80	3.55	3.75	3.96	4.10
Interpreter/Brailist/Visually Impaired	33.22	36.26	37.07	37.76	38.51	1.92	2.79	3.56	3.78	4.00	4.15
Interpreter/ELL	31.54	34.44	35.20	35.85	36.57	1.82	2.65	3.38	3.59	3.80	3.94
Interpreter/Sign Language/Hearing Impaired	33.22	36.26	37.07	37.76	38.51	1.92	2.79	3.56	3.78	4.00	4.15
Intervention Specialist	44.26	48.36	49.00	49.58	50.58	2.55	3.72	4.71	4.96	5.25	5.44
Job Coach	27.58	29.01	29.67	30.26	30.86	1.59	2.23	2.85	3.03	3.20	3.32
Occupational/Physical Therapist Assistant	30.48	33.28	33.94	34.53	35.22	1.76	2.56	3.26	3.45	3.66	3.79
School-to-work Coordinator	30.41	33.19	33.86	34.45	35.15	1.75	2.55	3.26	3.45	3.65	3.78
Seasonal Labor	20.14	21.93	22.65	23.29	23.76	1.16	1.69	2.18	2.33	2.47	2.56
Speech Language Pathologist Assistant	34.04	37.16	37.91	38.56	39.33	1.96	2.86	3.65	3.86	4.08	4.23
Student Support Advocate**	44.26	48.36	49.00	49.58	50.58	2.55	3.72	4.71	4.96	5.25	5.44
Work-based Learning Coordinator	29.56	32.26	32.90	33.48	34.15	1.71	2.48	3.16	3.35	3.55	3.68
Maintenance Classification											
Maintenance Worker	32.43	35.38	36.04	36.63	37.37	1.87	2.72	3.47	3.66	3.88	4.02
Maintenance Worker/Swing Shift	33.24	36.26	36.94	37.55	38.30	1.92	2.79	3.55	3.76	3.98	4.12
Maintenance Worker/HVAC Technician/Journey Level	43.51	47.48	48.20	48.83	49.80	2.51	3.65	4.63	4.88	5.17	5.36
Maintenance Worker/Journey Level	39.96	43.67	44.32	44.91	45.81	2.31	3.36	4.26	4.49	4.76	4.93
Maintenance Worker/Journey Level Swing Shift	40.96	44.76	45.43	46.03	46.96	2.36	3.44	4.37	4.60	4.88	5.05
Painter	23.13	25.42	26.08	26.64	27.18	1.33	1.96	2.51	2.66	2.82	2.93
Non-certificated Classification											
Non-Cert Instructor	30.14	32.92	33.57	34.15	34.84	1.74	2.53	3.23	3.42	3.62	3.75
Nurse Classification											
Health Room Assistant	26.46	28.70	32.33	35.90	36.63	1.53	2.21	3.11	3.59	3.80	3.94
Licensed Practical Nurse	30.98	34.38	35.93	39.90	40.71	1.79	2.64	3.45	3.99	4.23	4.38
Registered Nurse	41.70	45.41	49.46	53.42	54.49	2.41	3.49	4.76	5.34	5.66	5.87
Paraeducator Classification											
Para Educator	24.68	26.85	27.53	28.13	28.69	1.42	2.07	2.65	2.81	2.98	3.09
Para Educator - ECEAP	25.12	27.32	28.02	28.64	29.20	1.45	2.10	2.69	2.86	3.03	3.14
Para Educator - ELL	25.05	27.25	27.94	28.55	29.12	1.45	2.10	2.69	2.86	3.02	3.13
Para Educator - Special Needs/ERC/RR	25.90	28.15	28.86	29.49	30.08	1.49	2.17	2.78	2.95	3.12	3.24
Para Educator - Dev. Preschool/Asst	26.02	28.26	28.98	29.60	30.20	1.50	2.17	2.79	2.96	3.14	3.25
Para Educator - Journey Level	24.95	27.27	27.90	28.50	29.07	1.44	2.10	2.68	2.85	3.02	3.13
Para Educator - Life Skills/EBD/Transitions	26.70	28.87	29.57	30.19	30.78	1.54	2.22	2.84	3.02	3.20	3.31
Secretarial-Clerical Classification											
Administrative Assistant	31.22	34.11	34.81	35.44	36.14	1.80	2.62	3.35	3.54	3.75	3.89
Secretary I	31.32	33.58	34.26	34.97	35.67	1.81	2.58	3.29	3.50	3.70	3.84
Secretary II	29.51	32.23	32.95	33.57	34.24	1.70	2.48	3.17	3.36	3.56	3.69
Secretary III	27.43	29.94	30.63	31.23	31.86	1.58	2.30	2.95	3.12	3.31	3.43
Technology Classification											
Network Engineer	45.54	47.05	48.06	48.90	49.87	2.63	3.62	4.62	4.89	5.18	5.37
Technology Technician	37.23	38.55	39.33	40.14	40.94	2.15	2.97	3.78	4.01	4.25	4.41
Transportation Classification											
Bus Driver & Drvr/Trainer & Drvr/Dispatcher	30.16	32.87	33.51	34.11	34.78	1.74	2.53	3.22	3.41	3.61	3.74
Bus Driver/Trainer while training Only	34.59	37.43	38.11	38.73	39.50	2.00	2.88	3.66	3.87	4.10	4.25
Bus Monitor	Paid at Para Educator classification, level to be determined by SpEd Director										
Bus Washer	30.16	32.87	33.51	34.11	34.78	1.74	2.53	3.22	3.41	3.61	3.74
Lead Mechanic	39.29	42.36	43.01	43.62	44.43	2.27	3.26	4.14	4.36	4.61	4.78
Mechanic/Driver	36.14	39.19	39.85	40.45	41.26	2.09	3.01	3.83	4.05	4.28	4.44
Preventative Maint Tech	33.47	35.24	35.88	36.16	36.88	1.93	2.71	3.45	3.62	3.83	3.97
Byrnes Performing Arts Center											
BPAC Lead Stage Manager	25.95	27.00	27.53	28.08	28.65	1.50	2.08	2.65	2.81	2.98	3.08
BPAC Stage Manager	23.12	24.05	24.52	25.02	25.52	1.33	1.85	2.36	2.50	2.65	2.75
BPAC Sound Technician	23.12	24.05	24.52	25.02	25.52	1.33	1.85	2.36	2.50	2.65	2.75
BPAC Lighting Technician	23.12	24.05	24.52	25.02	25.52	1.33	1.85	2.36	2.50	2.65	2.75
BPAC House Manager	23.12	24.05	24.52	25.02	25.52	1.33	1.85	2.36	2.50	2.65	2.75
BPAC Ticket Seller	23.12	24.05	24.52	25.02	25.52	1.33	1.85	2.36	2.50	2.65	2.75
BPAC Stage Crew	*STEP 1 WILL BE AT CURRENT MINIMUM WAGE										
BPAC Usher	*STEP 1 WILL BE AT CURRENT MINIMUM WAGE										
23-24 6.7%, added step 6 to VF and increased VF formulas to match non-req											11/21/2023

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 ARLINGTON CHAPTER #1101 AND THE ARLINGTON SCHOOL DISTRICT #16. THIS AGREEMENT IS ENTERED INTO PURSUANT TO SCHEDULE A OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following addition to Schedule A.

The position of Non-CDL Driver will be added to the Transportation Classification. The rate of pay will align with the "Para Educator—Life Skills/EBD/Transitions" position. A job description for the Non-CDL Driver has been approved by both parties.

This Letter of Agreement shall become effective upon signing and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948
ARLINGTON CHAPTER #1101

ARLINGTON SCHOOL DISTRICT #16

BY: _____

Nanci Johnson
Nanci Johnson, Chapter President

BY: _____

Chrys Sweeting
Dr. Chrys Sweeting, Superintendent

DATE: _____

Feb 1, 2024

DATE: _____

1-30-2024

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 ARLINGTON CHAPTER #1101 AND THE ARLINGTON SCHOOL DISTRICT #16. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The District agrees to provide employees covered by this agreement either the vacation credit listed in Section 9.5 or the vacation credit in the Compensation and Benefits Bulletin for Non-Represented Staff, whichever is greater.

This Letter of Agreement shall become effective upon the signing of all parties and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

ARLINGTON CHAPTER #1101

BY: Nanci Johnson
Nanci Johnson, Chapter President

ARLINGTON SCHOOL DISTRICT #16

BY: Dr. Chrys Sweeting
Dr. Chrys Sweeting, Superintendent

DATE: Feb 1, 2024

DATE: 1-30-2024

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 ARLINGTON CHAPTER #1101 AND THE ARLINGTON SCHOOL DISTRICT #16. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 3.6 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Over the course of the 2023-2024 School Year, the Parties will meet to agree upon new evaluation forms for each classification. Prior to the end of the 2023-2024 School Year, the new evaluations will be added to a new Appendix B of the CBA.

This Letter of Agreement shall become effective upon the signing of all parties and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

ARLINGTON CHAPTER #1101

BY: Nanci Johnson
Nanci Johnson, Chapter President

ARLINGTON SCHOOL DISTRICT #16

BY: Dr. Chrys Sweeting
Dr. Chrys Sweeting, Superintendent

DATE: Feb 1, 2024

DATE: 1-30-2024