

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Mill A SCHOOL DISTRICT**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
Mill A**

September 1, 2022 - August 31, 2024



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

[www.pseclassified.org](http://www.pseclassified.org)

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## Table of Contents

	<u>Page</u>	
DECLARATION OF PRINCIPLES	1	
PREAMBLE	1	
ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	2
ARTICLE II	RIGHTS OF THE EMPLOYER	3
ARTICLE III	RIGHTS OF EMPLOYEES	3
ARTICLE IV	RIGHTS OF THE UNION	4
ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
ARTICLE VI	UNION REPRESENTATION	6
ARTICLE VII	HOURS OF WORK AND OVERTIME	6
ARTICLE VIII	HOLIDAYS AND VACATIONS	8
ARTICLE IX	LEAVES	10
ARTICLE X	PROBATION, SENIORITY, AND LAYOFF PROCEDURES	13
ARTICLE XI	DISCIPLINE AND DISCHARGE OF EMPLOYEES	15
ARTICLE XII	INSURANCE AND RETIREMENT	15
ARTICLE XIII	VOCATIONAL TRAINING	16
ARTICLE XIV	UNION MEMBERSHIP AND CHECKOFF	16
ARTICLE XV	GRIEVANCE PROCEDURE	18
ARTICLE XVI	SALARIES AND EMPLOYEE COMPENSATION	19
ARTICLE XVII	TERM AND SEPARABILITY OF PROVISIONS	20
SCHEDULE A		22
SIGNATURE PAGE		23

## DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

## PREAMBLE

This Agreement is made and entered into between Mill A School District Number 31 (hereinafter "District") and Public School Employees of Mill A, an affiliate of PSE/SEIU Local 1948 of Washington (hereinafter "Union").

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:

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## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

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

#### **Section 1.2.**

The District will discuss all proposed new or modified positions with the Union president and the employee whose working conditions or pay are being affected prior to finalizing the changes. Pay and working conditions will be agreed to in a reasonable period of time. The District will present finalized position descriptions that affect working conditions and pay rates to the Union president and the employee who is affected by the modification. Descriptions for all positions subject to this Agreement are attached and become a part of this Agreement.

#### **Section 1.3.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees of Mill A. The superintendent's confidential administrative assistant will be excluded from this agreement by law [RCW 41.59.020(ii)].

##### **Section 1.3.1.**

Less than full-time employees in the above general job classifications are included in the bargaining unit. The term "less than full-time employees" includes but is not limited to substitute employees who are employed by the District for more than thirty (30) cumulative days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes.

##### **Section 1.3.2.**

Substitute, as defined in Section 1.3.1, shall be subject to Article XIV and Schedule A. All other provisions of this agreement shall not apply; however, substitute employees may be eligible for sick leave accrual under RCW 49.46.210.

#### **Section 1.4. Definitions.**

**Regular Full-Time Employee:** An employee filling a permanent school board-hired position for two hundred sixty (260) workdays per year, forty (40) hours per week.

**Regular Part-Time Employee:** An employee filling a permanent school year only position.

**Regular Part-Time Year-Round Employee:** An employee filling a permanent year-round position less than forty (40) hours per week.

**Temporary Employee:** An employee who is hired to work no less than ten (10) workdays up to a maximum period of ninety (90) workdays.

**Substitute Employee:** An employee who fills in when a regular full-time, regular part-time, or temporary employee is absent.

1 Work Week: Usually Monday through Friday, or if mutually agreed to by the District and PSE,  
2 Tuesday through Saturday. There may be unusual circumstances that require weekend work. For  
3 pay purposes only, the workweek shall be considered Monday through Sunday.  
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## 6 7 **ARTICLE II**

### 8 9 **RIGHTS OF THE EMPLOYER**

#### 10 11 **Section 2.1.**

12 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
13 vested in management officials of the District.  
14

#### 15 **Section 2.2.**

16 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
17 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
18 matters of working conditions, the District shall give due regard and consideration to the rights of the  
19 Union and the employees and to the obligations imposed by this Agreement.  
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## 23 **ARTICLE III**

### 24 25 **RIGHTS OF EMPLOYEES**

#### 26 27 **Section 3.1.**

28 It is agreed that employees subject to this Agreement shall have and shall be protected in the exercise  
29 of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of  
30 such employees to assist the Union shall be recognized as extending to participation in the  
31 management of the Union, including presentation of the views of the Union to the Board of Directors  
32 of the District or any other governmental body, group, or individual. The District shall take whatever  
33 action required or refrain from such action in order to assure employees that no interference, restraint,  
34 coercion, or discrimination is allowed within the District to encourage or discourage membership in  
35 any employee organization.  
36

#### 37 **Section 3.2.**

38 Each employee shall have the right to bring matters of personal concern to the attention of the Union  
39 and/or the superintendent of the District for discussion.  
40

#### 41 **Section 3.3.**

42 Employees subject to this Agreement have the right to have a Union representative or other persons  
43 present at discussions between themselves and the superintendent as provided in the grievance  
44 procedure. Employees shall have the right to representation when disciplinary action is taken or when  
45 the employee reasonably believes that there is the potential of disciplinary action that may affect their  
46 employment.  
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48

1 **Section 3.4.**

2 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement  
3 who are members of a protected class as defined under current Federal and State law, or on the basis of  
4 race, color, national origin, language, creed, religion, age, sex, sexual orientation including gender  
5 expression or identity, disability, or the use of a service animal by a person with a disability, marital  
6 status, honorably discharged veteran or military status with respect to a position, the duties of which  
7 may be performed efficiently by an individual without danger to the health or safety of the physically  
8 disabled person or others.

9  
10 **Section 3.5.**

11 The District will maintain a personnel file on each employee. All personnel files will be kept in the  
12 District administration office. Any employee shall have the right upon request, and after making an  
13 appointment for that purpose with the superintendent or the confidential secretary, to review the  
14 contents of their official personnel file. The review shall be made in the presence of the superintendent  
15 who is responsible for keeping these files safe and confidential. During the review, employees shall be  
16 allowed to copy any material therein and shall be permitted to make a written inventory of material  
17 there and, on request, have such inventory signed and dated by the superintendent.

18  
19 **Section 3.6.**

20 Each employee shall be provided a copy of all material placed in their personnel file within five (5)  
21 days of its insertion and may review and copy the entire file upon request. Any material that would be  
22 viewed as derogatory to the employee shall be reviewed with the employee before placing it in the  
23 personnel file.

24  
25 All derogatory material contained in the file shall be removed at employee request and by mutual  
26 agreement no sooner than three (3) years after its placement in the file provided there is no further  
27 occurrence related to the original incident. Materials removed from an employee's file in such a  
28 manner shall not be considered in future disciplinary action. An employee may attach comments to  
29 any material that is a part of the personnel file.

30  
31 At the District's discretion, materials that pertain to "boundary violation issues" may be kept in the  
32 personnel file beyond the three (3) year time limit aforementioned. Employees may request and  
33 receive copies of personnel file materials at no cost to the employee.

34  
35 **Section 3.7.**

36 Each employee reserves and retains the right to delegate any right contained in this Agreement,  
37 exclusive of compensation for services rendered, to appropriate officials of the Union. Such delegation  
38 in grievance matters starts with the formal grievance.

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42 **ARTICLE IV**

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44 **RIGHTS OF THE UNION**

45  
46 **Section 4.1.**

47 The Union has the right and responsibility to represent the interests of all employees in the unit, to  
48 present its views to the District on matters of concern either orally or, upon request, in writing and to

enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

**Section 4.2.**

The Union shall promptly be notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Union's views concerning the case.

**Section 4.3.**

The Union reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the PSE/SEIU Local 1948.

**Section 4.4.**

The president of the Union will be provided time off without loss of pay to a maximum of two (2) days per year to attend regional or state meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration.

**Section 4.5.**

Representatives of the Union, upon making their presence known to the District, shall have access to the District premises; provided, that no conferences or meetings between employees and Union representatives will in any way hamper or obstruct the normal flow of work.

**Section 4.6.**

The District shall provide a bulletin board space in each school for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union 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 Union of pamphlets, advertising, political matter, notices of any kind, or literature on District property, other than herein provided.

**Section 4.7.**

The District will provide the Union president with a copy of the board agenda and a copy of the board minutes.

**Section 4.8.**

Functions which employees may be required to perform shall be listed in a position description. Copies of job descriptions shall be attached to the current CBA. Each position shall have a description and an employee may be required to perform any or all of the functions described. Positions requiring different or additional functions shall be accompanied by a new position description or a modification of an existing position description. When such changes are made, this section (and the corresponding line on Schedule A) shall be reopened for the purpose of establishing an appropriate rate of compensation.

## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures, and general working conditions of employees in the bargaining unit subject to this Agreement.

## ARTICLE VI

### UNION REPRESENTATION

#### **Section 6.1.**

The Union representative shall represent the Union and employees in meetings with officials of the District to discuss appropriate matters of mutual interest. They may receive, and investigate to conclusion, complaints of grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. This does not, however, preclude the Union's right to pursue the matter to conclusion. The Union may consult with the District on complaints without a grievance being made by an individual employee.

Employees who work swing or graveyard shift, with their supervisor's approval, may be allowed to attend PSE meetings for a maximum of ninety (90) minutes per meeting; provided, that they shall complete their regular duties. PSE meeting time will not be paid.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1.**

Each employee shall be assigned to a definite and regular shift and workweek which shall consist of five (5) consecutive days, followed by two (2) consecutive days of rest. The shift and workweek shall not be changed without prior written notice to the employee of one (1) calendar week. In unusual cases where an employee is required to perform work on Saturday or Sunday, employees will receive a \$0.25 per hour stipend for all hours worked on Saturday and Sunday. This stipend will also apply to all hours an employee is required to work past 5:30 pm (excluding employees regularly assigned to a swing or night shift). This section excludes employees making up time they missed earlier in the week.

#### **Section 7.2.**

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees



who were not notified of the school closure and report to work shall receive a minimum of two (2) hours pay at their base rate. Employees who report and receive two (2) hours pay can be asked to work for the District during this time when possible.

### **Section 7.3.**

Each employee that works a full shift is entitled to a thirty (30) minute duty free lunch and two (2) fifteen (15) minute rest periods, one before lunch and one after lunch. A full shift shall consist of eight and one-half (8½) hours for eight (8) hours compensation.

#### **Section 7.3.1.**

Each employee assigned to a shift that is less than a full shift as previously defined in this Article shall be entitled to a thirty (30) minute duty free lunch after four (4) hours work, and a fifteen (15) minute rest period after two (2) hours of work, and an additional fifteen (15) minute rest period after six (6) hours of work. Rest periods shall be compensated as part of the workday.

### **Section 7.4.**

Employees required to work through their regular lunch periods will be given time for a duty free lunch at a time agreed upon by the employee and supervisor. (Provided however, that all lunch periods will be provided in accordance with Washington State law.)

### **Section 7.5.**

An employee asked to work a shift of a higher paid classification shall receive compensation at their current step placement on the corresponding Schedule A line of the higher paid classification.

#### **Section 7.5.1.**

All employees, who are interested and qualified in substitute work, will have their names placed on a rotating list at the beginning of the school year, with the order established and categorized by classification seniority.

To begin the rotation process, the most senior person in each classification will be placed at the top of the list. In the event that the first person on the list cannot work that day, the next person in the rotation will be contacted, according to classification seniority. The process will continue until a substitute can be secured.

### **Section 7.6.**

Recognizing that personnel in the transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to routes and driving times, bus inspections, clean up, fueling, and such reports as are needed, requisite to fulfilling tasks assigned by the supervisor of transportation; provided, however, that employees in the transportation classification shall be entitled to the benefits of Section 7.3.1 to the same degree as may other employees. All trips that are part of the normal workday as described in Section 7.1 of this Article shall be compensated at the employee's base hourly rate for the duration of the trip; provided, however, that bus drivers shall be subject to the provisions relative to overtime hereinafter provided. All extra-curricular trips that fall outside of the regular workday will be compensated at the employee's appropriate rate of pay. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted. Drivers shall receive a minimum of one and one-half (1½) hours pay for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday.

**Section 7.7. Overtime.**

Overtime assignments will be offered in accordance with the seniority provisions as hereinafter provided, and the superintendent's approval. When assigning overtime, the District will provide the employee with as much advance notice as practicable under the circumstances. Employees asked to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime starts.

**Section 7.7.1.**

Overtime will be hours worked in excess of (40) hours weekly and compensated at the rate of one and one-half (1 ½) times the employee's hourly rate of pay.

**Section 7.8. Compensatory Time.**

An employee may at their option take compensatory time off in lieu of District approved overtime compensation or payment for hours worked beyond the eight (8) hours. Compensatory time may be accrued up to the amount of three (3) normal workdays. Additional accrued compensatory hours may be granted by the superintendent with the agreement of the employee. Accurate records shall be maintained on monthly time sheets and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued compensatory time within one (1) year, at a time mutually agreed upon between superintendent and employee. Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each hour worked.

**Section 7.9.**

Employees called back to work after completing a regular workday or workweek will receive no less than one and one-half (1½) hours pay at the appropriate rate.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

All employees shall receive the following paid holidays that fall during their scheduled work days:

- |                           |                                 |
|---------------------------|---------------------------------|
| 1. New Year's Day         | 7. Veterans' Day                |
| 2. Martin Luther King Day | 8. Thanksgiving Day             |
| 3. Presidents' Day        | 9. Day after Thanksgiving       |
| 4. Memorial Day           | 10. December 24 (Christmas Eve) |
| 5. Independence Day       | 11. Christmas Day               |
| 6. Labor Day              | 12. New Year's Eve Day          |

**Section 8.1.1. Unworked Holidays.**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof

satisfactory to the District that because of illness they were unable to work on either of such shifts and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

**Section 8.1.2. Worked Holidays.**

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

**Section 8.1.3. Holidays During Vacation.**

Should a holiday occur while an employee is on vacation, the employee shall be paid their regular hourly rate of pay.

**Section 8.1.4. Holidays On Weekends.**

A holiday which falls on a Sunday shall be treated as falling on the next workday. A holiday which falls on a Saturday shall be treated as falling on the nearest preceding workday.

**Section 8.2. Vacations.**

All employees subject to this Agreement shall be credited with hours of vacation credit, based on hours worked during the period September 1 to August 31. Such vacation credit shall be earned, vested, and used as designated in this Article.

**Section 8.2.1.**

Regular full-time (260-day) employees with one (1) year of service shall receive ten (10) days' vacation credit. Regular full-time employees shall earn one (1) additional day of vacation credit for each year of service up to a maximum of twenty (20) days of vacation credit per year.

Regular part-time employees' shall receive pay equal to accrued vacation benefit in lieu of vacation days. Regular part-time employees' vacation benefit will be accrued on a pro rata basis and will be included in the last pay warrant of the school year.

**Section 8.2.2.**

Vacation days will not be taken during the days that school is in regular session. Employees will try not to schedule vacation days one (1) week prior to start of school. The superintendent can determine the effect of vacation on the opening of school during this time and approve or deny vacation days during this time. All employees must request in writing to the superintendent two (2) weeks prior to taking planned vacation days.

**Section 8.2.3.**

Regular full-time employees will be paid at their regular hourly rate of pay for any unused vacation days that have been carried over from the first year and unused by the end of the second year.

## ARTICLE IX

### LEAVES

#### **Section 9.1. Sick and Emergency.**

##### **Section 9.1.1.**

Each regular full-time, regular part-time and temporary employee shall accumulate one (1) day of pro-rated sick/emergency leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of prorated sick leave and emergency leave per school year. The workday is defined by each employee's work schedule with the district on an annual basis. The employee shall be entitled to the projected number of days sick leave at the beginning of the school year. Sick leave not taken during the regular work year shall be accumulated from year to year. Each employee shall be notified of their sick leave status upon request. Emergencies are defined as follows:

- A. The problem must be of a serious nature such that pre-planning is not possible, or where pre-planning could not relieve the necessity for the employee's absence (fire, robbery, natural disaster, family illness, family injury, childbirth, etc.); and
- B. When school is in session, weather conditions (which could be considered as hazardous travel to and from school) shall be considered as valid reason for emergency leave. The determination of hazardous weather will be up to the superintendent.

##### **Section 9.1.2.**

Sick leave and emergency leave provisions for all employees shall be in accordance with state law RCW 28A.400.300.

##### **Section 9.1.3.**

The leave and attendance incentive provision for all employees shall be in accordance with state law RCW 28A.400.210.

##### **Section 9.1.4.**

Employees who have accrued leave benefits and other benefits while employed by another public school district in the State of Washington shall be given credit for such accrued leave benefits and other benefits upon employment by the District in accordance with RCW 28A.400.300.

#### **Section 9.2. State Family Leave.**

Each employee shall be entitled to use a choice of accrued sick leave or other paid leave to care for a family member with a health condition that requires treatment or supervision, or who has a serious health condition or an emergency condition. The definitions of the family relationships are spelled out in RCW 46.210. An employee may not take advance leave until it has been earned. The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who uses this leave.

1 'Family member' defined:

- 2 • Child under age eighteen (18) (including a biological, adopted, or foster child, stepchild,  
3 or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de  
4 facto parent)
- 5 • Child over age eighteen (18) who is incapable of self-care (including a biological,  
6 adopted, or foster child, stepchild, or a child to whom the employee stands in loco  
7 parentis, is a legal guardian, or is a de facto parent)
- 8 • Spouse, significant other, or registered domestic partner
- 9 • Parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal  
10 guardian of an employee)
- 11 • Grandchild or grandparent
- 12 • Sibling (including biological, adopted, foster, or step sibling)
- 13 • Any relative residing in the employee's household
- 14 • Any family member of the employee's spouse or registered domestic partner as  
15 described above

16  
17 **Section 9.3. Federal Family Leave.**

18 As defined by FMLA, in addition to any other leave provided for elsewhere in this agreement, upon  
19 the birth of a child, the placement of a child with an employee for adoption or foster care, or for a  
20 serious health condition of an employee or an employee's family member, each employee who has  
21 been employed at least twelve (12) months and worked at least 1,250 hours during the previous twelve  
22 (12) months is entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that  
23 employees may substitute accrued vacation or other personal leave for leaves related to the  
24 birth/adoption/foster care of a child, and may use accrued sick leave to care for themselves or sick  
25 family members as defined above. The employee must provide the Employer with at least thirty (30)  
26 days written notice for foreseeable leaves for birth, adoption and planned medical treatment. During  
27 this leave, the Employer will continue to pay the same portion of insurance premiums as when the  
28 employee was working and will maintain the employee's coverage under any group health plan. Upon  
29 return from such leave, the Employer will place the employee in their previous position, or one with  
30 equivalent pay and benefits.

31  
32 'Family member' defined: child under age eighteen (18) (including a biological, adopted, or foster  
33 child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de  
34 facto parent, regardless of age or dependency status; a biological, adoptive, de facto, or foster parent,  
35 stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner,  
36 or a person who stood in loco parentis) a child of the employee over the age of eighteen (18) who is  
37 incapable of self-care, or a spouse, registered domestic partner, parent, parent-in-law, sibling,  
38 grandchild, or grandparent.

39  
40 **Section 9.4. Paid Family and Medical Leave (PFML).**

41 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave  
42 under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this  
43 leave, employees must have worked a minimum of 820 hours within the past calendar year. Such  
44 leave may be used consecutively with the employee's other leave entitlements unless the employee  
45 elects otherwise. Commencing September 1, 2019, the District shall pay 50% of the employee payroll

premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

**Section 9.5. Bereavement Leave.**

Each employee shall be entitled to a maximum of five (5) days, of leave with pay per occurrence for the purpose of attending the funeral or memorial service of a family member. Family shall include, but is not limited to, 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,) spouse, registered domestic partner, parent, (including 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) sibling, grandparent, grandchild, niece, nephew, aunt, uncle, or those of the employee's spouse. The District shall grant employees one (1) day of bereavement leave with pay in the event of the death of friends, students, or colleagues of the employees. Bereavement leave is non-cumulative.

**Section 9.6. Personal Leave.**

The District shall grant employees three (3) days of personal leave with full pay each year. Employees shall be allowed to carry forward leave from year-to-year. Employees shall be allowed to carry forward a maximum of five (5) days of unused personal leave from one contract year to the next. Unused personal leave beyond five (5) days will be lost at each year-end. Personal leave days are not subject to cash-out provisions.

**Section 9.7. Judicial Leave.**

In the event an employee is summoned to serve as a juror or is named as a co-defendant with the School District, they shall receive their normal day's pay for each day required in court; however, any compensation received for such service is not required to be paid to the District. (WAC 357-31-315) Other compensation received for travel, lodgings, meals, etc. shall be retained by the employee.

**Section 9.7.1. Subpoena Leave.**

If an employee is subpoenaed in relationship to District business and is co-representing the District, compensation for actual time off the job shall be paid to the employee. Personal subpoena leave, not related to the best interest of the District, is the direct responsibility of the employee. Personal leave or earned vacation time, if available, could be used. Otherwise the employee acts on their own.

**Section 9.8.**

If a leave of absence is requested due to an industrial accident or industrial illness for which the employee is granted workman's compensation coverage, it shall be granted for a period of up to two (2) years. An employee may be granted a leave of absence for other reasons for a period not to exceed one (1) year upon recommendation of the immediate supervisor through administrative channels to the superintendent and upon approval of the Board of Directors; provided, however, if such leave is granted due to an extended illness or injury, one (1) additional year may be granted.

**Section 9.8.1.**

An employee returning from an extended leave, which has been approved in writing, will be returned to the same position if it exists. If the position does not exist, the returning employee shall be reinstated to the next position equivalent in duties and salary as to that held at the time the request was approved.



1           **Section 9.8.2.**

2           The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
3           on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
4           the employee is on leave of absence; provided, however, that if such leave is approved for  
5           extended illness or injury, including industrial accident or industrial illness, seniority shall  
6           accrue.

7  
8           **Section 9.9. Leave Sharing / Donated Leave.**

9           The leave sharing program for all employees shall be in accordance with state law RCW 41.04.660.

10  
11           **Section 9.10. Domestic Violence Leave.**

12           The District will provide leave in accordance with RCW 49.76 which allows victims of domestic  
13           violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and  
14           obtain health care. Such leave will be with or without pay at the employee's discretion; provided that  
15           an employee must have available sick leave, vacation leave or similar paid leave available to receive  
16           paid leave. Employees may also take reasonable leave to help a family member obtain needed  
17           treatment or services. For this section, family members include a child, spouse, registered domestic  
18           partner, significant other, parent, parent-in-law, or grandparent.

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22                                   **ARTICLE X**

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24                           **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

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26           **Section 10.1.**

27           The seniority of an employee within the bargaining unit shall begin as of the date on which the  
28           employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be  
29           lost as hereinafter provided.

30  
31           **Section 10.2.**

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

- 33  
34           A.    Resignation;  
35           B.    Discharge for justifiable cause;  
36           C.    Retirement.

37  
38           **Section 10.3.**

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

- 40  
41           A.    Time lost by reason of industrial accident or industrial illness for which a leave is  
42               permitted, or judicial leave;  
43           B.    Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
44               United States;  
45           C.    Time spent on other authorized leaves; or  
46           D.    Time spent in layoff status as hereinafter provided.

**Section 10.4.**

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

**Section 10.5.**

Each new hire shall remain in a probationary status for a period of not more than three (3) calendar months following the hire date. During this probationary period, the District may discharge such employee at its discretion.

**Section 10.6.**

The employee with the greatest seniority shall have preferential rights regarding shift selection, vacation periods and special services (including overtime). The employee with the greatest seniority shall have preferential rights regarding promotions, assignments to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employee's. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Organization's Grievance Committee chairperson its reason why the senior employee or employees have been bypassed.

**Section 10.7.**

Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of six (6) months, notwithstanding that they have acquired a new hire date and a new classification.

**Section 10.8.**

The District shall publicize within the bargaining unit for five (5) workdays the availability of new or open job positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the president of the Union and to the Union representative of the classification concerned. If after five (5) days the District determines there are no qualified applicants from within the bargaining unit, then the District may publicize and accept applications from outside the bargaining unit.

**Section 10.9.**

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to 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 one (1) year.

**Section 10.10.**

An employee shall forfeit rights to reemployment if the employee does not respond to the offer of reemployment within ten (10) days.

**Section 10.11.**

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



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## ARTICLE XI

### DISCIPLINE AND DISCHARGE OF EMPLOYEES

#### **Section 11.1.**

The District shall have the right to discipline or discharge an employee for justifiable cause. The District shall issue all discipline in a timely manner, as soon as practicable after the occurrence(s) which lead to said discipline. Progressive discipline shall generally be followed as such: verbal reprimand, written reprimand, suspension and termination. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in private.

#### **Section 11.2.**

If the District has reason to discipline or discharge an employee, or investigate an incident which could lead to their discipline, the employee shall have the right to have a representative of their choice at discipline proceedings. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representative of the Union is present or until five (5) working days have passed after such request. No disciplinary action may result from a meeting between an employee and a supervisor unless an opportunity for representation has been afforded.

## ARTICLE XII

### INSURANCE AND RETIREMENT

#### **Section 12.1. School Employees Benefits Board (State Health Insurance Plan).**

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules 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). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees. Employees must be compensated for a minimum of 630 hours per school year (September 1 – August 31) to qualify for coverage.

The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

Since State law and SEBB do not provide optional insurance plans, the employer agrees to provide all eligible employees optional insurance plans as agreed to by the District and PSE.

If an employee is terminated or terminates their employment, their coverage will terminate at the end of the current month. The District will follow federal requirements regarding COBRA.

#### **Section 12.2.**

The District shall make required contributions for state industrial insurance on behalf of all employees subject to this Agreement.

1 **Section 12.3.**

2 The District shall make contributions to the Washington State Unemployment Compensation Fund  
3 requisite to providing unemployment benefits for all employees subject to this Agreement.  
4

5 **Section 12.4.**

6 In determining whether an employee subject to this Agreement is eligible for participation in the  
7 Washington State Public Employees' Retirement System, the District shall report all hours  
8 compensated, whether straight time, overtime, or otherwise.  
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12 **ARTICLE XIII**

13 **VOCATIONAL TRAINING**  
14  
15

16 **Section 13.1.**

17 The District shall pay for attendance at the regular rate of pay for all classes required by the District.  
18

19 **Section 13.2. Paraeducator Training Certificate.**

20 Effective September 1, 2019, all paraeducators defined as classified school employees who work under  
21 the supervision of a certificated or a licensed staff member to support and assist in providing  
22 instructional and other services to students and their families must meet the following minimum  
23 requirements:  
24

- 25 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; and
- 26 2. (a) Have received a passing grade on the education testing service (ETS) paraeducator assessment;  
27 or  
28 (b) Hold an associate of arts degree; or  
29 (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an  
30 institution or higher educator; or  
31 (d) Have completed a registered apprenticeship program.  
32

33 Paraeducators who have successfully met the standards above will be required to complete the  
34 Fundamental Course of Study (FCS). The District will implement training for the Fundamental Course  
35 of Study for which state funding is appropriated and for the number of days/hours that are funded by  
36 the appropriation. The District will also provide access to computers and other technology needed to  
37 be successful in obtaining the FCS and certificates.  
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41 **ARTICLE XIV**

42 **UNION MEMBERSHIP AND CHECKOFF**  
43  
44

45 **Section 14.1.**

46 Each new employee hired to work in a position covered by this Agreement is eligible to join and  
47 maintain membership in the Union in good standing during the period of this Agreement unless  
48 membership is revoked through contact with the Union.

1       **Section 14.2.**

2       The parties recognize that an employee must exercise his or her option to participate as a  
3       member in the Union by agreeing to do so. Nothing contained in this Agreement shall require  
4       Union membership of employees.  
5

6       **Section 14.3.**

7       The District agrees to accept dues authorizations via paper form, voice authorization or by E-signature  
8       in accordance with "E-SIGN." PSE will provide a list of the members who have agreed to Union  
9       membership via any of the above methods. In addition, upon request, access will be given to the  
10      District to the .wav files associated with the voice authorizations. The PSE State Office will be the  
11      custodian of the records related to dues authorizations and they agree that, as the custodian of the  
12      records, they have the responsibility to ensure the accuracy and safe-keeping of those records.  
13

14      **Section 14.4.**

15      The District will notify the Union of all new hires within ten (10) workdays of the hire date. The  
16      Union will give a brief presentation to new classified employees. The purpose of the presentation  
17      is to welcome new classified employees to the local chapter. The Union orientation will be  
18      conducted by a representative designated by the Union. The orientation will take place within  
19      thirty (30) days of the employee's hire date and will occur during the employee's work hours.  
20

21      **Section 14.5. Checkoff.**

22      Upon authorization of any public employee within the bargaining unit, the District shall deduct from  
23      the pay of such public employee the monthly amount of dues, certified by the secretary of the  
24      PSE/SEIU Local 1948 of Washington (PSE), and shall transmit the same to the treasurer of PSE. The  
25      District shall deduct local dues as established by the local PSE chapter and remit the same to the  
26      treasurer of the local PSE chapter.  
27

28      **Section 14.6. Member lists.**

29      No later than October 15<sup>th</sup> of each school year the District will provide PSE with a complete list of all  
30      bargaining unit members. The list will include the employee's name, classification, job title, district  
31      email, mailing address, and contracted workdays.  
32

33           **Section 14.6.1.**

34           The District will notify the PSE State office membership department of any changes in  
35           membership within 10 workdays of that change, including those who are hired, rehired,  
36           reinstated, transferred into or out of the bargaining unit, reclassified, promoted, placed on  
37           leaves of absence of any type including disability, or changes from their current job  
38           classification.  
39

40      **Section 14.7. Political Action Committee.**

41      The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
42      deduct from the pay of such bargaining unit employee, the amount of contribution the employee  
43      voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
44      check separate from the Union dues transmittal check. The employee may revoke the request at any  
45      time. At least annually, the employee shall be notified about the right to revoke the request.  
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## ARTICLE XV

### GRIEVANCE PROCEDURE

#### **Section 15.1.**

A grievance is defined as an alleged violation of a specific item of this Agreement or a dispute involving an interpretation of a term or terms of this Agreement. Grievances that occur between the Union and the District shall be resolved in strict compliance with this Article.

#### **Section 15.2. Grievance Steps. Step 1.**

The employee shall first have an informal discussion of the grievance with the superintendent. If the employee wishes, they may be accompanied by a Union representative at such discussions. All grievances not brought to the superintendent in accordance with the preceding sentence within fifteen (15) workdays of the occurrence of the grievance shall be invalid and have no further processing.

**Section 15.2.1. Step 2.** If the grievance is not resolved to the employee's satisfaction in accordance with Step 1, the employee shall reduce to writing a formal statement of the grievance containing the following:

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

This step must take place within five (5) workdays after the informal discussion of Step 1. The superintendent shall have five (5) workdays from the date the formal grievance was filed to respond in writing the disposition. If an agreeable disposition is made, all parties to the grievance shall sign.

**Section 15.2.2. Step 3.** If no settlement has been reached within the five (5) workdays referred to in the preceding subsection, and the Union believes the grievance to be valid, the formal written grievance must be submitted to the chairman of the board within ten (10) workdays following the superintendent's response. The board will have fifteen (15) workdays to resolve the grievance by indicating in writing the disposition. If an agreeable disposition is made, all parties will sign the disposition.

**Section 15.2.3. Step 4.** If no settlement has been reached within the fifteen (15) workdays referred to in the preceding subsection, and the Union believes the grievance to be valid, the employee may demand arbitration of the grievance. The arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association. During this arbitration, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party. Both parties shall bear equally the cost of arbitration; except, that each party shall be responsible for their respective legal fees. The arbitrator shall not have the power to alter, modify, amend, add to, or subtract any of the terms of this Agreement or substitute his judgment for that of the parties.

1 **Section 15.3.**

2 The arbitration of such grievance shall take place as determined by the Public Employees Relations  
3 Commission (PERC) and, provided such arbitration takes place during work hours, time away from  
4 work must be minimized in the interest of operating school. The employer shall not discriminate  
5 against any individual employee or the Union for taking action under this Article.  
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8

9 **ARTICLE XVI**

10 **SALARIES AND EMPLOYEE COMPENSATION**

11 **Section 16.1.**

12 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
13 worked. Each employee shall receive an accounting and itemization of authorized deductions, hours  
14 worked, and rates paid with each paycheck.  
15  
16  
17

18 **Section 16.2.**

19 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
20 Schedule A attached hereto and by this reference incorporated herein.  
21

22 **Section 16.2.1.**

23 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the  
24 terms and conditions of Article XVII, Section 17.3. Should the date of execution of this  
25 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive  
26 to the effective date.  
27

28 **Section 16.2.2.**

29 Retroactive pay shall be paid on the first regular payday following execution of this Agreement.  
30 In the case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.3,  
31 such retroactive pay shall be paid on the first regular payday following agreement on such  
32 schedule.  
33

34 **Section 16.2.3.**

35 Incremental steps, where applicable, shall take effect as of the anniversary date of the employee's  
36 hire date.  
37

38 **Section 16.2.4.**

39 Any employee who changes job positions or classifications shall receive full longevity credit  
40 regarding step placement on Schedule A.  
41

42 **Section 16.3.**

43 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.  
44

45 **Section 16.4. Employee Business Expenses.**

46 Employees shall be reimbursed for authorized expenses incurred while performing work assignments  
47 including, but not limited to, the following:  
48

Mileage, at the District mileage rate, for travel between work sites via private vehicle, or during travel via private vehicle while on District business;

Lodging, for private room while on District business, including overnight transportation department work assignments;

Meals, at the District established rate, while on District business which requires that the employee remain on duty during normal meal periods outside the employee's regularly scheduled shift, including transportation department work assignments;

Personal hand tools and equipment, used by the employee during their normally assigned duties, which are damaged or lost; provided, that such tools and equipment are placed in inventory with the District prior to the damage or loss;

The cost of physical examinations (including alcohol and drug screens pursuant to District Policy 5259 and Procedures 5259P), if required by the District or state, shall be borne by the District;

Required renewal of licenses or permits (excluding driver's license) which are required by the District or state for performance of duties within the employee's assignment.

## ARTICLE XVII

### TERM AND SEPARABILITY OF PROVISIONS

#### **Section 17.1.**

The term of this Agreement shall be September 1, 2022 through August 31, 2024.

#### **Section 17.2.**

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 17.3.**

The Agreement may be reopened and modified at any time during its term upon mutual consent by both parties, in writing; provided, however, that the Schedule A be adjusted annually by the percentage increases as calculated by the Washington State legislature and that amount shall be passed through for all employees each year of this Agreement.

- The State funded increase for the 2022-23 school year is 5.5%.
- Schedule A shall be reopened each year of the term of this agreement.

The District and Union shall look at comparable positions, salaries, and benefits to adjust salaries and benefits to reflect what other districts are providing.

1 **Section 17.4.**

2 If any provision of this Agreement or the application of any such provision is held invalid, the  
3 remainder of this Agreement shall not be affected thereby.  
4

5 **Section 17.5.**

6 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with  
7 state or federal statutes or regulations promulgated pursuant thereto that were enacted prior to the  
8 effective date of this Agreement.  
9

10 **Section 17.6.**

11 In the event either of the two (2) previous sections is determined to apply to any provision of this  
12 Agreement, such provision shall be renegotiated pursuant to Section 17.3.  
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**Schedule A**  
**Mill A School District #31**  
**September 1, 2022 – August 31, 2023**

<u>POSITION</u>	<u>Start</u> <u>(0-3 mo)</u>	<u>Year 1</u> <u>(4-12 mo)</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Years 5-9</u>	<u>Actual +1%</u> <u>Yrs 10-14</u>	<u>Actual +2%</u> <u>Yrs 15-19</u>	<u>Actual +3%</u> <u>Yrs 20+</u>
Custodian/Building/Grounds	\$20.14	\$20.90	\$21.68	\$22.49	\$23.34	\$24.21	\$24.45	\$24.94	\$25.69
Recess, Office Assistant	\$16.09	\$16.69	\$17.32	\$17.97	\$18.64	\$19.34	\$19.53	\$19.92	\$20.52
Special Ed Para	\$17.15	\$17.80	\$18.46	\$19.16	\$19.88	\$20.63	\$20.84	\$21.26	\$21.89
Paraeducator	\$17.15	\$17.80	\$18.46	\$19.16	\$19.88	\$20.63	\$20.84	\$21.26	\$21.89
Title 1/LAP Para	\$17.15	\$17.80	\$18.46	\$19.16	\$19.88	\$20.63	\$20.84	\$21.26	\$21.89
Food Services Coordinator	\$19.63	\$20.37	\$21.13	\$21.92	\$22.75	\$23.60	\$23.84	\$24.32	\$25.05
Cook	\$17.27	\$17.91	\$18.59	\$19.29	\$20.01	\$20.76	\$20.97	\$21.39	\$22.03
Transportation Coordinator	\$24.25	\$25.16	\$26.11	\$27.08	\$28.11	\$29.16	\$29.45	\$30.04	\$30.94
Bus Driver	\$21.85	\$22.67	\$23.52	\$24.40	\$25.32	\$26.27	\$26.53	\$27.06	\$27.87
Van Driver	\$16.96	\$17.60	\$18.26	\$18.95	\$19.65	\$20.39	\$20.59	\$21.00	\$21.63
Admin Secretary	\$21.48	\$22.28	\$23.13	\$23.99	\$24.89	\$25.82	\$26.08	\$26.60	\$27.40
System Adm.	\$29.48	\$30.58	\$31.72	\$32.92	\$34.15	\$35.44	\$35.79	\$36.51	\$37.60

\*Longevity anniversary dates will coincide with the increment steps.

Substitutes

Sub Driver	\$16.66
Sub Para*	\$15.74
Sub Secretary*	\$15.74
Sub Recess Assistant*	\$15.74
Sub Bus Driver	\$21.85
Sub Custodian	\$19.34
Sub Cook	\$16.97



# SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF MILL A

MILL A SCHOOL DISTRICT #31

BY: \_\_\_\_\_  
Douglass Dyer, Chapter President

BY: \_\_\_\_\_  
Robert Rogers, Superintendent

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

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

