

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**LIND-RITZVILLE COOPERATIVE SCHOOLS**

AND

**PUBLIC SCHOOL EMPLOYEES OF LIND-RITZVILLE**

**SEPTEMBER 1, 2022 – AUGUST 31, 2025**



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

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## DECLARATION OF PRINCIPLES

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

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

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

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

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

## PREAMBLE

This Agreement is made and entered into between the Lind School District #158 and Ritzville School District #160-67 (hereinafter "District") and The Public School Employees of Lind and Ritzville School Districts, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

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

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1. Association Representation.**

The District hereby recognizes the Lind Classified Employees and the Ritzville Classified Employees Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

#### **Section 1.2. Exempt Employees.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the

Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2). Excluded by specific mention are the Supervisor of Maintenance/Grounds/Transportation, District Office Secretary, Business Manager, Assistant Business Manager, Ritzville Building Secretaries and Director of Food Service.

### **Section 1.3. New Positions.**

In the event the District modifies job descriptions or creates new bargaining unit positions, the District agrees to negotiate with the Association concerning the appropriate wage rate for the new positions that are part of the bargaining unit. Job descriptions will be updated during the 2019-2020 school year.

### **Section 1.4. General Job Classifications.**

The bargaining units to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodians, Lind Secretaries, Lind Transportation, Food Service, Para Educator, and Pre-School Teacher.

### **Section 1.5. Temporary and Substitute Employees.**

Employees who, during the previous twelve (12) months have worked more than one-sixth (1/6) of the normal academic year, and who remain available for work on the same basis, shall be presumed to be regular part-time employees and shall be included in the bargaining unit, and shall be entitled to the following: Article VI, Article VIII, and Schedule A of Collective Bargaining Agreement. Substitute pay will be in accordance with Schedule A. Seniority preference rights of such individuals shall be effective only with respect to other substitute employees, in classification. Such status may not be lost unless the employee separates from employment in accordance with the provisions of this agreement, or voluntarily quits.

Casual employees (substitutes) who have not worked a sufficient amount of time to qualify as regular part-time employees are presumed to have had a series of separate and terminated employment relationships so that they lack an expectation of continued employment.

Temporary employee: An employee who is assigned to a temporary position which exists or, in good faith, is projected to exist for a period not to exceed the end of the current fiscal year or ninety (90) consecutive working days, whichever is longer.

## **ARTICLE II**

### **RIGHTS OF THE EMPLOYER**

#### **Section 2.1. Rights of the Employer.**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions. In addition, management officials of the District have the right to suspend, discharge, demote, and take other disciplinary action against employees, and the right to release employees from duties because of lack of work or other legitimate reasons. In addition, the District has the right to eliminate position(s) which were created to serve the needs of (a) specific student(s) when the student(s) for whom employees



were specifically hired no longer are enrolled or, if enrolled, no longer qualify for special help provided by the applicable program. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

## **Sections 2.2. Rights to Make Rules and Regulations.**

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

# **ARTICLE III**

## **RIGHTS OF EMPLOYEES**

### **Section 3.1. Rights of Employees.**

It is agreed that all employees subject to this Agreement shall have and be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association by paying monthly dues. Maintaining membership with the Association entitles the employee to additional benefits of union membership. 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.

### **Section 3.2. Matters of Concern.**

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

### **Section 3.3. Weingarten Rights.**

Employees subject to this Agreement have the right to have Association Representatives present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided, when employees have reason to believe that the discussion may result in discipline. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present or until two (2) days have passed after such request. Employees shall have the right to have other persons with primary information present at such meetings.

### **Section 3.4. Compensation for Working.**

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered to appropriate officials of the Association.

### **Section 3.5. Discrimination.**

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the disabled-person or others.

1 **Section 3.6. Personnel File.**

2 There shall be only one (1) official personnel file for each employee, to be kept in the District  
3 administration office. Each employee shall have the right to review the contents of their personnel file. On  
4 any occasion of inspection, a District Administrator shall be present. Personnel files shall be open only to  
5 the employee, the Superintendent or designee, a legal counsel for the District or a representative specified  
6 by the employee, except as otherwise provided by law (RCW 42.17). The employee may photocopy any  
7 material in the file.

8  
9 Upon request, the employee and/or the superintendent or their official designee shall sign an inventory  
10 sheet and may initial and date all material placed in their file. The employee is responsible for creating and  
11 maintaining the inventory list. The employee needs to make an appointment with the district's business  
12 manager to review their file. This Section does not preclude the supervisor maintaining a working file on  
13 the employee for the current school year. In addition, the Transportation Supervisor may maintain a file on  
14 each bus driver which contains verification of First Aid training, the driver's Washington State Driving  
15 abstract, the results of the latest DOT physical and a listing of the hours of in-service and the subjects  
16 covered.

17  
18 **Section 3.6.1. Adding to Personnel File.**

19 Letters of commendation, certificates of workshops attended, and official class transcripts shall  
20 be entered in the employee's file upon their request.

21  
22 **Section 3.6.2. Removal from Personnel File.**

23 After two (2) years the Association can request removal of materials from an individual's file,  
24 provided that no similar reoccurrences have been documented during those two (2) years.

25  
26 **Section 3.7. Contents of Personnel File.**

27 Each employee shall be provided a copy of all evaluative and discipline related material placed in his or  
28 her personnel file within five (5) workdays of its insertion. An employee may attach comments to any  
29 material that is a part of the personnel file. Derogatory material not brought to the attention of the  
30 employee in compliance with this section, or not placed into the official personnel file, may not be used  
31 for any purpose adverse to the employee's interests.

32  
33 **Section 3.8. Medical Information File.**

34 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as of July 26,  
35 1992, the District shall maintain a medical information file for each classified employee of the District that  
36 will be kept separate from the personnel file. Such file will contain such sensitive information as  
37 immunization history, health related cards, leave sharing information, and information on medical history,  
38 and/or medical releases, etc. This medical information file will insure confidentiality of sensitive  
39 information regarding the employee in the event of a Federal and/or State audit.

40  
41 **Section 3.9. Assault or Attack by a Student.**

42 Employees who are unable to perform their duties as a result of physical injury from assault or attack by a  
43 student shall have L & I compensation supplemented by the District for up to sixty (60) days before  
44 personal sick leave is used to supplement L & I compensation.

45  
46 The District shall reimburse employees for replacement of personal property damaged, destroyed or stolen  
47 during an attack or assault on the employee by a student with a value of one thousand dollars (\$1,000.00)  
48 or more.

1 **Section 3.10. Health Emergency Standards Act.**

2 The District will comply with the Health Emergency Standards Act to the extent required by law. In addition,  
3 both parties agree to negotiate the impact of HELSA after the declaration of a health emergency.  
4

5 **Section 3.11. Harassment.**

6 The Employer is committed to providing a work environment free from unlawful harassment. The  
7 Employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race,  
8 ethnicity, age, religion, sexual orientation, gender expression, or any other legally protected  
9 characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other  
10 unlawful harassment will be subject to appropriate corrective action, up to and including termination of  
11 employment.  
12

13 **Section 3.12. Immunizations.**

14 No specific vaccine shall be required as a condition of employment unless ordered by the Washington  
15 State Department of Health. Employees without required vaccinations may only be excluded from the  
16 work site if so, ordered by the Washington State Department of Health or local health officer.  
17

18 **Section 3.13. Working Conditions.**

19 The Employer shall follow all required current applicable Covid workplace and school safety and  
20 health procedures, standards, and guidelines, as determined by Washington State Labor & Industries,  
21 the Washington State Department of Health, the Adams County Health District, and the Washington  
22 State Office of Superintendent of Public Instruction.  
23

- 24 a) Employees shall be notified of the above procedures, standards, and guidelines.  
25 b) Employees shall be notified of any changes to the above procedures, standards, and guidelines.  
26 c) Employees shall be provided training of the above procedures, standards, and guidelines.  
27  
28  
29

30 **ARTICLE IV**

31 **RIGHTS OF THE ASSOCIATION**

32 **Section 4.1. Representation of All.**

33 The Association has the right and responsibility to represent the interests of all employees in the unit;  
34 to present its views to the District on matters of concern, either orally or in writing; to consult or to be  
35 consulted with respect to the manner and method of any reduction in force because of lack of work or  
36 other legitimate reasons; and to enter into collective negotiations with the object of reaching an agreement  
37 applicable to all employees in the bargaining unit.  
38  
39

40 **Section 4.2. Disciplinary Action.**

41 The Association shall promptly be notified by the District of any grievances or disciplinary actions of  
42 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure  
43 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any  
44 District official or body arising out of grievance and to make known the Association's views  
45 concerning the case.  
46  
47

1 **Section 4.3. Association Leave.**

2 The President and/or duly elected or appointed designee shall be provided time off without loss of pay  
3 to attend to PSE business, provided that such time off has been prearranged with the Administration. A  
4 maximum of five (5) days per year will be allowed. If during the school year, no more than two (2)  
5 employees may be gone at any one time.

6  
7 Local Chapter members and/or officers shall be released from duty without loss of pay, when their  
8 presence is required by the District at a meeting between the Association and the District.

9  
10 The District shall provide one (1) day of paid leave per year for two (2) elected officers of the Lind-  
11 Ritzville Chapter of PSE to attend Association events and training, if held during the officer's normal  
12 work year. No more than two (2) employees may be gone at any one time.

13  
14 **Section 4.4. Labor Management.**

15 The Association will designate a Labor Management Committee of four (4) members who may meet with  
16 the Superintendent of the District and their designated representatives on a quarterly basis or as needed to  
17 discuss appropriate matters.

18  
19 **Section 4.5. Employee Information.**

20 The District shall, if requested by the Association, provide Public School Employees of  
21 Washington/SEIU Local 1948 with information regarding each employee. This information shall  
22 contain job title, name, address, phone numbers, date of birth, employment date, hourly rate, and the  
23 number of hours worked per day.

24  
25 **Section 4.6. Use of District Facilities.**

26 Representatives of the Association, upon making their presence known to the District, shall have  
27 access to the District premises during business hours, provided, that no conferences or meetings  
28 between employees and Association representatives will in any way hamper or obstruct the normal  
29 flow of work, provided that there will be no formal conferences, meetings, or observations for the  
30 purpose of evaluating workplaces.

31  
32 **Section 4.7. New Employee Orientation.**

33 The Employer will provide Public School Employees of Washington/SEIU Local 1948 (PSE) at least  
34 ten (10) days' notice before any scheduled New Employee Orientation, and within forty eight (48)  
35 hours in advance of the orientation will provide an electronic list of expected participants.

36  
37 The Employer will provide PSE no less than thirty (30) minutes to make a presentation during each  
38 New Employee Orientation. Employer representatives shall not be present during PSE's presentation.  
39 PSE shall have the right to distribute materials, such as PSE new hire packets, at the Orientation. If the  
40 meeting is conducted virtually, the Employer will provide PSE with a current personal email and  
41 phone number to reach each new hire, consistent with the Employee Lists section.

42  
43 Both the PSE board member conducting the meeting and the new hire(s) will be paid for the thirty (30)  
44 minute meeting.

45  
46 **Section 4.8. Member Lists.**

47 The Employer will provide Public School Employees of Washington/SEIU Local 1948 (PSE) a  
48 monthly bargaining unit list transmitted electronically to [membership@pseofwa.org](mailto:membership@pseofwa.org), chapter

1 Membership Officer (or other chapter officer if there is no Membership Officer), and the PSE Union  
2 Representative, containing every bargaining unit employee's: name; classification; job title; work  
3 location; personal phone number; address; work email; hourly rate of pay; hours contracted; gross pay;  
4 and union dues paid.

5  
6 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to the email  
7 above, listing bargaining unit employees who are hired, rehired, reinstated, transferred into or out of  
8 the bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type  
9 including disability, placed on layoff, recalled from layoff, separated (including retirement), added to  
10 or deleted from the bargaining unit. This report will include each listed bargaining unit employee's  
11 name, employee number, job title, work location, personnel action, and reason. This list will be color  
12 coded by change type (hired, terminated, etc.).

## 13 14 15 16 **ARTICLE V**

### 17 18 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

#### 19 20 **Section 5.1. Working Conditions.**

21 It is recognized that this Agreement does not alter the responsibility of either party to meet with the  
22 other party to advise, discuss or consult regarding matters concerning working conditions not covered  
23 by this Agreement. Upon request, the Association will be advised of current and predicted workload  
24 information. The Association will be provided, upon request, OSPI and District generated documents  
25 and reports.

## 26 27 28 **ARTICLE VI**

### 29 30 **HOURS OF WORK AND OVERTIME**

#### 31 32 **Section 6.1. Normal Workweek.**

33 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by  
34 two (2) consecutive days of rest, Saturday, and Sunday; provided, however, the workweeks of  
35 Maintenance and Custodial employees may be arranged differently by the supervisor.

#### 36 37 **Section 6.2. Split Shifts.**

38 No employee in the Custodial unit shall be assigned to a split shift. Less than full-time custodial  
39 employees may be assigned a workweek other than that provided in Section 6.1, on a case-by-case or  
40 situation-by-situation basis. Such assignments require one (1) week advance notice of the shift and  
41 workweek; provided, however, that such notice may be waived by the employee. The District reserves  
42 the right to alter shifts in the event of a bona fide emergency.

#### 43 44 **Section 6.2.1. Work Year.**

45 Classified staff who work one hundred seventy-six (176) workdays will be paid two (2)  
46 additional days beyond the one hundred seventy-six (176) workdays to be used before the first  
47 day of school to prepare for the start of school or after the school year ends or to attend  
48 required in-service trainings as directed by their supervisor. On early release days,

Paraeducators may remain at work until the end of the day unless special arrangements are made with their administrator. Paraeducators may work on in-service days outside the normal one hundred seventy-six (176) workdays with prior approval of the building principal. Bus drivers can use the two (2) additional days to clean and prepare buses for the beginning and end of the school year or to attend required trainings as directed by their supervisor. Food Service staff can use these days to open up the kitchen at the beginning of the year and close down the kitchen at the end of the year or to attend required trainings as directed by their supervisor. If the yearly one hundred seventy-six (176) day waiver is revoked, all employees will revert to one hundred eighty (180) workdays plus two (2) additional days as described above.

### **Section 6.2.2. Custodian/Maintenance and Mechanic Shifts.**

The shift for Custodial/Maintenance personnel and Mechanic shall be eight (8) hours excluding up to a thirty (30) minute lunch, which will be uninterrupted, and including a fifteen (15) minute uninterrupted first half rest period and a fifteen (15) minute uninterrupted second half rest period.

### **Section 6.3. Notification of Shift Change.**

Each employee shall be assigned to a definite workweek and shift with designated times of beginning and end. An employee's regular shift shall not be changed without two (2) weeks prior notice, except in the cases of emergencies, temporary substitutions or circumstances beyond the control of the District.

#### **Section 6.3.1. Four Ten Hour Days.**

With the supervisor's permission, custodial/ maintenance, and clerical employees may elect to work four (4) ten (10) hour days during summer, Christmas, and spring breaks. Employees work schedule shall be adjusted so as to not incur any overtime wages during any weeks containing holidays. This shall not result in the loss of holiday pay.

### **Section 6.4. Flex Time.**

Flex time can be accumulated and used when approved by the immediate supervisor. The District will track all flex time through monthly time sheets and put on the employees monthly pay stub. In June all flex time not used during the school year, not to exceed twenty (20) hours, will be paid in full.

### **Section 6.5. School Closure.**

In the event of an unusual school closure due to inclement weather, plant inoperative, or the like, the District will make a reasonable effort to notify each employee to refrain from coming to work. Employees who begin work prior to an official notification of school closure shall receive compensation for the hours worked prior to such notification, provided that employees shall receive a minimum of one (1) hour pay, provided that the district may require one (1) hour of work.

### **Section 6.6. Employee Breaks and Lunch.**

- Five (5) hours or less employee: paid ten (10) minutes first half and a paid ten (10) minutes second half rest period.
- Five (5) - eight (8) hour employee: paid ten (10) minutes first half and a paid ten (10) minutes second half rest period plus a thirty (30) minute unpaid uninterrupted lunch period.

1 **Section 6.7. Two Hour Call Out.**

2 Employees called for special services, (including non-scheduled or last-minute trips) after their regular  
3 shift has been completed shall receive a minimum of two (2) hours pay per call at their appropriate rate  
4 of pay (drivers will be compensated at the trip rate of pay).

5  
6 **Section 6.8. Overtime.**

7 Any hours worked in excess of the employee's regularly scheduled time period must be approved by the  
8 Superintendent.

9  
10 Employees who work overtime, that is, hours beyond forty (40) hours per workweek, will be paid at the  
11 rate of one and one-half (1½) times the regular wage for each hour of overtime worked, or if the employee  
12 chooses, he/she may take compensatory time at the same rate, according to Fair Labor Standards Act  
13 regulations.

14  
15 **Section 6.9. Sunday Call Out.**

16 Employees, who are called to work on Sunday, by their supervisor, will be paid at the rate of two (2)  
17 times the regular wage for each hour worked.

18  
19 **Section 6.10. Students With Personal Needs.**

20 Paraeducators regularly assigned to assist with student personal needs (including but not limited to  
21 toileting, diaper changing, bathing, catheterization, feeding, etc.) shall receive an extra one dollar  
22 (\$1.00) per hour during the time such student needs are served by the Paraeducator. Upon completion  
23 of the assignment, the Paraeducator will receive a written notice that the assignment has ended, and the  
24 extra hourly pay will cease. The Paraeducator shall receive the additional one dollar (\$1.00) per hour  
25 for all hours worked per day.

26  
27 **Section 6.11. Emergency Substitute Teacher.**

28 Classified staff may be assigned to supervise students consistent with RCW 28A.405.465. When  
29 assigned by an administrator to replace a certificated teacher for one hour or more, the classified  
30 employee shall be compensated five dollars (\$5.00) an hour over the employee's current rate of pay.

31  
32 **Section 6.12. Lead Teacher Supervision.**

33 Paraeducators who are assigned to positions that require them to function as Lead Teacher with  
34 minimum supervision will receive an hourly bonus increase above that designated on Schedule A of  
35 fifty cents (\$0.50) per hour. If they move to a position with normal supervision, they will return to the  
36 appropriate wage on Schedule and A and lose their bonus increase.

37  
38 **Section 6.13. Paraeducators Certifications.**

39 The Paraeducator Standards Board (PESB) and the State of Washington have developed the following  
40 certification standards for Paraeducators in the State of Washington.

- 41 A. *Fundamental Couse of Study (FCS)* – fourteen (14) hours of Professional Development for  
42 non-first year employees, twenty-eight (28) hours of Professional Development Required with  
43 the first year of employment  
44 B. *General Paraeducator Certificate* – ten (10) days, seventy (70) clock hours of profession  
45 development required  
46 C. *Subject Matter Certificates* – subject matter certificate, a paraeducator must complete twenty  
47 (20) hours of profession development (optional)

D. *Advanced Paraeducator Certificate* – additional seventy-five (75) clock hours of professional development

**Section 6.13.1. Training Requirements.**

- a) Paraeducators are only required to meet certifications when trainings are funded by the Washington State Legislature.
- b) The District is only required to provide training on the FCS and the General Paraeducator Certificate when funds are provided by the Legislature.
- c) The District shall provide training for the subject matter certificates and the Advanced Paraeducator Certificate if funded by Washington State Legislature.
- d) Each employee shall be paid their current hourly rate of pay for all required trainings.
- e) These trainings will occur on professional development days, early release days and conference days unless otherwise agreed upon between the Association and District.

**Section 6.13.2. District Responsibilities.**

The District will be responsible for the following:

- a) Notify employees of required training hours mandated by PESB before September 1 of each year or within ten (10) days of hire.
- b) Provide opportunities for all Paraeducators to obtain required training. Employees will be given three (3) months' notices for trainings occurring outside of the regular workday.
- c) Provide employees with training for registration and maintenance of clock hour records, and to provide instructions/documentation to Paraeducators on all processes and requirements.

**Section 6.13.3. Paraeducator Responsibilities.**

Each Paraeducator is responsible to do the following:

- a) Register for courses provided by the District or its designee, in District approved registration process.
- b) Maintain course completion documentation as directed by the District.
- c) Complete the required hours of OSPI approved clock hours as mandated by PESB.
- d) District and the Association recognizes that scheduling and limiting attendance at each training may impact the employee's ability to complete training. Therefore, if employees fail to meet qualifications, the District and PSE will address each employee on a case-by-case basis.

## ARTICLE VII

### LEAVES

**Section 7.1. Accumulation.**

At the beginning of each school year, each employee shall be credited with twelve (12) paid days leave allowance to be used for personal illness, injury, disability, doctor's appointments, and emergencies. Those employees who are less than full time (eight [8] hours per day) shall receive a prorated portion of the annual sick leave allowance (i.e.), twelve (12) three (3) hour days, twelve (12) five and a half (5.5) hour days, twelve (12) seven and a half (7.5) hour days, etc. Unused sick leave shall accumulate to the maximum allowed by law. Each school year, the District shall provide each employee with an accounting of the total accumulation of sick leave and transactions during that period of time.



1 **Section 7.2. Employee Absence.**

2 Whenever an employee is absent for any reason, he or she must notify the building principal or their  
3 immediate supervisor as far in advance as possible. All absences not covered by this Agreement must be  
4 approved beforehand by the Superintendent or their designee and, if approved, shall be deducted from the  
5 employee's salary.  
6

7 **Section 7.3. Bereavement Leave.**

8 Each employee may utilize up to five (5) paid days per occurrence to cover absences due to death in  
9 the employee's immediate family. The first five (5) cumulative days used by the employee will be  
10 additional paid days. Those days used beyond the additional days will be deducted from the  
11 employee's sick leave balance. Should the employee have no sick leave balance, he/she may be  
12 granted unpaid leave. Immediate family shall be defined as spouse, son, daughter, father, mother,  
13 brother, sister, grandparent, or grandchild of the employee or of the employee's spouse and significant  
14 other. Such leave is non-cumulative and is not deducted from sick leave. The employee shall, if  
15 possible, give their immediate supervisor twenty-four (24) hour notice prior to the requested effective  
16 date of the bereavement leave. If not possible, the employee shall give as much notice as is practical  
17 under the circumstances. In unusual circumstances additional leave may be granted at the discretion of  
18 the Superintendent.  
19

20 **Section 7.4. Sick Leave.**

21  
22 **Section 7.4.1. Illness and Injury Leave.**

23 At the beginning of each school year, each employee shall be credited with twelve (12) paid  
24 days leave allowance to be used for personal illness, injury, disability, doctor's appointments,  
25 and emergencies. Those employees who are less than full time (eight [8] hours per day) shall  
26 receive a prorated portion of the annual sick leave allowance (i.e.), twelve (12) three (3) hour  
27 days, twelve (12) five and a half (5.5) hour days, twelve (12) seven and a half (7.5) hour days,  
28 etc. Unused sick leave shall accumulate to the maximum allowed by law. Each school year, the  
29 District shall provide each employee with an accounting of the total accumulation of sick leave  
30 and transactions during that period of time.  
31

32 **Section 7.4.2. Sick Leave Sharing.**

33 Shared Leave shall be available to the Association members and administered in accordance  
34 with RCW 28A.400.380 and WAC's 392-126-006 through 392-126-099. All Shared Leave  
35 donations shall remain in the District Shared Leave Pool. An employee who has an accrued  
36 leave balance of more than one hundred seventy-six (176) hours may donate leave. Employees  
37 cannot donate leave that would result in their cumulative leave account going below one  
38 hundred seventy-six (176) hours. Donated leave will be on a day-for-day basis, regardless of  
39 the wage rate of the donor. The value of the leave transferred shall be based upon the annual  
40 leave value of the person receiving the leave. The value of any leave transferred which remains  
41 unused shall be returned at its original value to the employees who transferred the leave when  
42 the leave is no longer needed or will not be needed at the future time in connection with the  
43 illness or injury for which the leave was transferred.  
44

45 **Section 7.4.3. Sick Leave Buy Back - Death or Retirement.**

46 At the time of separation from employment due to a bona fide retirement or death, an employee  
47 or their estate shall receive pay for accumulated but unused sick leave up to a maximum of one

hundred-eighty (180) days at a rate equal to one (1) days per diem pay for each four (4) full days accrued leave for illness or injury.

The money received pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State. The money received under this provision shall be in accordance with the rules and regulations promulgated by the Superintendent of Public Instruction.

Bona fide retirement shall mean retirement which would be recognized by the Washington State Public Employment Retirement Fund as an eligible retirement, whether or not the employee was a participating member of said fund. The provisions of RCW28A.400.210 and SERS 2 and 3, shall be followed which allows employees or an employee's estate, to cash out unused Sick Leave.

#### **Section 7.5. Personal Leave.**

Each twelve (12) month employee shall be granted four (4) days of non-cumulative, paid personal leave per school year. No more than two (2) employees per building, pending the availability of substitutes, shall be on personal leave at once except as approved by the immediate supervisor. Less than twelve (12) month employees shall be granted four (4) days of non-cumulative, paid personal leave per school year. Employees may sell back one unused personal leave day per year and may carryover one (1) day for a maximum of five (5) days in any given year.

#### **Section 7.6. Deduct Days.**

Absence beyond the personal leave days will result in deduction of the basic salary for each day missed. Such absences, called "deduct days" by employees, may not be taken until all personal leave days are exhausted, and then only with the approval of the Superintendent/designee. Requests for such absences must be made in writing with full clarification for the absence and presented to the Superintendent/designee at least ten (10) workdays prior to the requested absence. The Superintendent/designee will base the decision on the needs of the student learning program.

#### **Section 7.7. Industrial Insurance.**

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn, if the employee so chooses. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

#### **Section 7.8. Request for Leave.**

Absence for personal business or pleasure beyond the personal leave days will result in deduction of the basic salary for each day missed. Request for leave should be made in writing and presented to the immediate supervisor or designee at least five (5) days prior to the requested absence. Notification of approval from the immediate supervisor will be given to the employee at least twenty-four (24) hours prior to date of requested time off.

#### **Section 7.9. Family Illness Leave.**

Leave will be granted in the event of illness within the immediate family. For purposes of this provision immediate family shall mean spouse, parents, children, significant other, individuals under legal

guardianship, grandchildren or those of the employees' spouse, or other person living in the same household as the employee. Time used as family illness will be deducted from the employee's sick leave.

**Section 7.10. Sick Leave Exhaustion.**

In the event an employee's accumulated sick leave is exhausted, but more leave is required by the employee due to personal illness, injury, disability, or family illness, that employee may request, and District shall grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of the request for the leave.

**Section 7.11. Leave of Absence.**

**Section 7.11.1. Requesting Leave of Absence.**

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

**Section 7.11.2. Returning from Leave of Absence.**

An employee returning from a leave of absence shall be reinstated to their former position if the position still exists. In the event the position has been eliminated, the employee will be placed in a pool for placement into a position substantially equal in wages, hours, and benefits. Employees hired to fill positions which are vacant due to an employee's leave will be hired for the specific duration of the leave and shall be subject to this Agreement.

**Section 7.11.3. Benefits During Leave of Absence.**

The employee will retain accrued illness, injury, and emergency leave, accrued vacation days, and accrued seniority while on leave of absence. However, the employee will not accrue additional vacation days, additional illness, injury and emergency leave or additional seniority for the period of time that the employee is on a leave of absence, except that an employee on leave of absence for an approved extended illness will continue to accrue seniority to a maximum of two (2) additional years.

The leave of absence shall be without pay and without continuation of medical benefits required by this contract. However, the employee may continue his or her medical benefits by agreeing to pay one hundred percent (100%) of the premiums during the period of time that the employee is on leave of absence.

**Section 7.12. Maternity.**

The District shall grant sick leave for maternity to employees upon written request for such leave, accompanied by a certification of pregnancy by the employee's physician. Employees requesting maternity leave shall notify the District at least two (2) weeks before the beginning of the leave, whenever possible. The duration of the leave shall be for no more than the period of time within which the employee is disabled from her duties as a result of the pregnancy, adoption or childbirth. Child rearing shall not be considered a reason for leave under this provision. Employees requesting maternity leave shall indicate the expected date of return at the time the leave is requested and shall advise the District of the exact date of return as soon as that date is known to the employee.

**Section 7.13. Emergency Leave.**

Emergency Leave shall be granted to employees due to a problem requiring the personal attention of the employee that has been suddenly precipitated, of such a nature that pre-planning was not possible or where pre-planning could not relieve the necessity for the employee's absence. Emergency is construed to mean any happening or incident that is not within the sphere of influence and/or control of the employee involved. The happening or incident must be of a serious nature such as fire, robbery, natural disaster, potential life-threatening situation, or some unexpected crisis. Emergency leave shall be deducted from employee's sick leave.

**Section 7.13.1. Annual Changes to PESB Requirements.**

The District and the Association agree to meet annually before September 1 of each year to review and discuss any changes to the PSEB certification requirements/funding.

**Section 7.14. Jury Duty and Subpoena.**

If an employee is chosen for jury duty and must serve, payment shall be granted for any contracted days, including summer school. Any monies received by the employee for jury service shall be retained by the employee with no adjustment to district compensation.

Leaves shall be granted with pay if any employee is subpoenaed to appear as a witness in a court of law.

**Section 7.15. Military Leave.**

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

All twelve (12) month employees shall receive the following paid holidays that fall within their work year:

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

Holidays will be front loaded into the employee's prorated pay as applicable.

**Section 8.1.1. Holidays.**

All less than twelve (12) month employees shall receive the following paid holidays that fall within their work year:

- |                    |                               |
|--------------------|-------------------------------|
| 1. President's Day | 4. Thanksgiving Day           |
| 2. Juneteenth      | 5. Day after Thanksgiving Day |
| 3. Veteran's Day   | 6. Christmas Day              |

Holidays will be front loaded into the employee's prorated pay as applicable.

**Section 8.2. Unpaid Holidays.**

All employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization pursuant to RCW 1.16.050. The District must allow the employee to take unpaid leave for up to two such holidays unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety.

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

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

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

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

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

1. Shall not be used the two (2) weeks prior to school starting, the first two (2) weeks of school or the last two (2) weeks of school.

2. Shall not be used as vacation days, or to extend vacations, breaks, or holidays.
3. May not be used in conjunction with personal leave time.
4. To shorten the employees school year.
5. Requests granted shall be on a “first come, first serve” basis per year.

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

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

### **Section 8.3. Holiday Pay.**

Employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either their last scheduled shift succeeding the holiday, and is not on a leave of absence, shall be eligible for pay for such un-worked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and absence by reason of such illness is covered by sick leave.

### **Section 8.4. Worked Holidays.**

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, at twice their base rate for all hours worked on such holidays.

#### **Section 8.4.1. Holidays During Vacation.**

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

#### **Section 8.4.2. Holidays That Fall On A Weekend.**

In the event that one (1) of the holidays listed above falls on a weekend, each employee shall be compensated by a day off to be arranged between the employee and the supervisor.

### **Section 8.5. Vacation.**

Regular full-time employees (twelve (12) months/year) shall accrue vacation leave according to the following guidelines:

- A. During the first year of current continuous employment - 96 hours (12 days) per annum.
- B. During the fifth year of current continuous employment - 120 hours (15 days) paid annum.
- C. During the eighth year of current continuous employment - 168 hours (21 days) paid annum.

Regular full-time employees may not use any vacation leave until employed for a minimum of six (6) months.

Vacation leave must be taken within the twelve (12) month period following the time when vacation was earned.

When employees separate from service by reason of resignation, layoff, dismissal, retirement or death, they are entitled to a lump sum payment of unused vacation leave up to a maximum of fifteen (15) days. No contributions will be made to an employee's retirement system for accrued vacation leave in excess of fifteen (15) days per Lind-Ritzville Cooperative Schools Board Policy No. 5411 (Personnel).

Classified employees must schedule vacation with their supervisors at least two (2) weeks in advance of the vacation leave. Vacation schedule must recognize the operational needs of the District and are subject to the approval of the supervisor. If an employee's vacation is denied due to the pressing needs of the District, the employee may carry over their unused leave to the following year.

When a situation arises while an employee is on paid vacation leave for which the employee is entitled to other leave (e.g., illness, injury, or death of a relative), the employee shall be granted such leave (in lieu of the approved vacation leave), provided that the employee submits a request within fourteen (14) days after returning to work indicating the change in leave status.

## ARTICLE IX

### TRANSPORTATION

#### **Section 9.1. Transportation Shifts.**

The transportation supervisor will establish initial route times at least a week before the start of the school year.

During the second week of September drivers will time their routes on three (3) consecutive days. These days will be established by the transportation supervisor and communicated to the drivers. In order to time routes, drivers will keep actual departure and arrival times for their a.m. route. For payroll purposes, and bidding routes (see Section 9.16 Bidding Routes), the route times will be established by taking the average of the three (3) a.m. route times, multiplying the time by two (2), and adding the daily thirty (30) minute for pre/post checks. If the route time plus the pre/post times are less than four (4) hours per day, the driver will be compensated four (4) hours per day with no additional time added. If during the September timing a driver's actual daily drive time is greater than the above-mentioned formula (departure and arrival times established by the transportation supervisor), the driver will be compensated for their actual drive time.

The September route times established by the preceding language will be used to establish and lock in driver insurance and retirement benefits (see Section 9.10). In addition, any changes to a driver's route because of students moving in or out of a driver's route area (or permanently discontinuing ridership for any reason), will be made to the route. For payroll purposes contractual time will be modified at the beginning of the next month following the changes.

#### **Section 9.1.1. Mid-Day Runs.**

Mid-day runs will be offered and assigned based on district seniority. Minimum call out time for a mid-day run is one (1) hour.

1           **Section 9.1.2. Summer School Transportation.**

2           If summer school transportation shall be offered and assigned by seniority. Summer School  
3           drivers must commit to drive at least ninety percent (90%) of the days available.  
4

5           **Section 9.2. Pre/Post Time.**

6           All bus driver personnel shall receive in addition to actual hours of driving time, one-half (½) hour per  
7           day for the purpose of cleaning, checking safety devices, defrosting windshields, and warming buses  
8           before making their regular drive. Bus drivers shall be compensated for a minimum of four (4) hours  
9           per day. If the route time plus the pre/post times are less than four (4) hours per day, the driver will be  
10          compensated four (4) hours per day with no additional time added.  
11

12          **Section 9.3. Monthly Bus Maintenance.**

13          Each bus driver will be compensated up to four (4) hours of regular pay per month, nine (9) months per  
14          year, for bus maintenance including fueling and washing their bus. This time is to be paid when work  
15          is completed, written on the monthly time sheet, and verified by the Transportation Supervisor. If more  
16          than four (4) hours per month is needed to fuel or wash, advanced approval is required by the  
17          Transportation Supervisor.  
18

19          **Section 9.4. Inclement Weather Checks.**

20          Employees required to make inclement cold weathers checks shall receive a minimum of one (1) hour  
21          per week compensation at overtime rates as provided herein during the months of November,  
22          December, January, and February.  
23

24          **Section 9.5. Trips.**

25          The Ritzville and Lind School Districts will provide transportation for all extra trips using a bus  
26          cooperative. All extra trips will be assigned in rotation to regular driver personnel. These trips include  
27          but are not limited to, athletic trips, field trips, band trips, etc.  
28

29          Extra trips shall be defined as all district trips for which the school district receives no funding based  
30          on the annual ridership report. Extra trips fall into four categories:  
31

- 32           1. Athletic or Academic trips - bus transportation including overnight trips of one (1) night  
33           duration and practice runs.
- 34           2. Special trips - which require bus transportation and two (2) or more overnights in duration.
- 35           3. Pop-up trips - trips scheduled less than twenty-four (24) hours before game time.
- 36           4. Elementary trips - district only trips.  
37

38          **Section 9.6. Overnight Trips.**

39          Overnight trips of one night will be compensated on the basis of actual driving time and actual, but  
40          drivers will not be compensated for sleep time or mealtime. For purposes of computing wages, the  
41          beginning of the day on these overnight trips will be 12:00 midnight, and the end of the day will be  
42          when the bus driver's driving skills are no longer needed for driving or 11:59 PM whichever is earlier.  
43          The activity advisor or, if present, the senior administrator, and the driver will collaborate to determine  
44          when driving skills are no longer needed. The District will in all circumstances of special trip time  
45          compensate a driver for no less than what the driver would have received daily on their normal route.  
46  
47  
48

1 **Section 9.7. Trip Assignment.**

2 The Transportation Supervisor shall develop, at the beginning of each school year, a Lind/Ritzville  
3 Co-Op roster for rotation of assigning extra trips, special trips, and pop-up trips. Elementary trips will  
4 be assigned within the district of the scheduled trip based on seniority.

5  
6 If a driver has been assigned a trip and is unable to take the trip, the driver has the option to trade  
7 trip(s) with another driver. If all regular drivers refuse a trip, the trip may be offered to substitute  
8 drivers. If no driver is available, the regular driver assigned to the trip will be required to take the trip.  
9 The Transportation Supervisor must be notified of any changes in trip assignment.

10  
11 **Section 9.8. Extra Trips.**

12 Drivers who take extra trips during route time will be compensated at the trip rate of pay for no less  
13 than their scheduled route time. Additional time spent by the driver on the extra trip will be paid at the  
14 trip rate.

15  
16 **Section 9.9. Trip Opt Out.**

17 Drivers have the option to opt-out of extra, special, or pop-up trips at the beginning of each sports  
18 season (Fall, Winter, Spring and Summer). A written notification must be given to the Transportation  
19 Supervisor prior to the start of each sport season. Drivers may trade trips with the understanding that  
20 the original assigned driver must notify the supervisor of such trade.

21  
22 **Section 9.10. Trip Rate.**

23 Extra trips will be paid at seventeen dollars and seventy-three cents (\$17.73) per hour. Drivers will  
24 check their buses twice per hour during non-driving time and at half-time at all sporting events. If a  
25 student boards the bus other than to get items off from the bus during the driver's trip time, the driver  
26 will be paid their driver's base hourly rate to supervise students and note the time on the driver's time  
27 sheet.

28  
29 **Section 9.11. Practice Runs.**

30 Regular route drivers shall be assigned to drive the practice runs if a practice run is approved by the  
31 Principal or Superintendent. Any driver who desires not to drive the practice run shall inform the  
32 Transportation Supervisor that a substitute driver is needed. If a substitute driver cannot be scheduled  
33 for the practice run, the regularly scheduled route driver will drive.

34  
35 **Section 9.12. Seasonal Activity Shuttles.**

36 Regular route drivers shall be assigned to drive a seasonal activity shuttle based on availability, time  
37 and location of the bus. When more than one bus is at the same location it will be assigned by  
38 seniority. The senior driver can share a seasonal activity shuttle.

39  
40 **Section 9.13. Cancelled Trips.**

41 If an extra or special trip should be canceled without notice to the driver, they will receive the next  
42 posted trip. If the driver loses all or a portion of their daily assigned time the driver will be paid for  
43 regular route time. If the driver is notified in advance, then he/she will drive their normal route, and  
44 their name will be returned to the top of the trip rotation list.

45  
46 If a trip driver arrives at the bus barn and finds the trip has been cancelled, the driver will receive a  
47 minimum of two (2) hours pay per call at their appropriate rate of pay, and driver will receive a make-  
48 up trip.

1 **Section 9.14. District Vehicles.**

2 The district may use a non-school bus district vehicle for student(s) transportation at any time provided  
3 only school staff and/or persons who are officers of the district (administrators, school board members)  
4 can drive school vehicles. If during the regular school year there are more than fourteen (14) students  
5 (including both Lind and Ritzville students) going on a trip, a school bus and bus driver must be used  
6 for that trip.

7  
8 **Section 9.15. Drug and Alcohol Testing.**

9 The parties agree to abide by all laws relating to drug and alcohol testing as they pertain to commercial  
10 driver's licensing laws, the Department of Transportation Regulations and the District policy on drug  
11 and alcohol testing.

12  
13 **Section 9.15.1. Drug Testing – District Reimbursement.**

14 The District will pay a minimum of two (2) hours regular time for the following tests, if the  
15 testing site is farther than ten (10) miles from Lind and Ritzville.

- 16 1. Required random testing.
- 17 2. Post-accident test as defined; fatality or citation for moving traffic violation arising  
18 from an accident.
- 19 3. Reasonable suspicion test. A district administrator shall drive this employee to the  
20 testing facility.

21  
22 **Section 9.15.2. Drug Testing – Not Reimbursed.**

23 The employee will pay for the following tests:

- 24 1. Split sample test due to primary positive results (District will pay if the test is negative)
- 25 2. Return to duty
- 26 3. Follow-up test

27  
28 None of the time for these tests will be compensated for by the District.

29  
30 **Section 9.16. Bidding of Routes.**

31 Bus drivers will vote by district in September for the option to bid routes annually. Bidding of routes  
32 will take place the third week of September by seniority. Newly bid routes will begin the first school  
33 day in October.

34  
35 **Section 9.17. Bus Drivers Insurance and Retirement.**

36 Insurance and retirement benefits will be locked in the first working day of October through August 31  
37 of each school year.

38  
39  
40 **ARTICLE X**

41  
42 **EVALUATIONS**

43  
44 **Section 10.1. Evaluation Process.**

45 Upon completion of a formal observation for the purposes of evaluation by the Principal/Supervisor, the  
46 employee and the Principal/Supervisor shall meet to discuss the observation within three (3) workdays of  
47 the observation. Each Supervisor shall address concerns as they come up throughout the year with the  
48 employee.

1 Upon completion of an evaluation the employee and the Principal/Supervisor shall meet to discuss the  
2 evaluation. In addition, the employee shall sign the School District's copy of the evaluation report to  
3 indicate that he/she has received a copy of the report. The signature of the employee does not, however,  
4 necessarily, imply that the employee agrees with the contents of the evaluation report. The employee shall  
5 have the right to attach any comments to the evaluation report. This may be done at the time the employee  
6 receives a copy or they may be forwarded to the personnel office within seven days (school days)  
7 following the evaluation conference.

8  
9 Evaluations shall be completed and discussed with the employee by the last school day of each school year.  
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

## ARTICLE XI

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### **Section 11.1. Seniority Date.**

Seniority dates shall be established on the basis of the following:

1. Date of Hire - The date the employee began uninterrupted classified service with the district. This date also affects retirement and other programs and benefits not exclusive to the contract.
2. Union Seniority Date - The date the employee begins work in a position which is included in the bargaining unit. (See Schedule A)
3. Classification Seniority Date - The date the employee begins work in a classification as listed in Section 1.4. This date may change if the employee changes classification during their employment with the district. This is the date used for bidding within the classification from one position to another.

#### **Section 11.2. Probationary Period.**

Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date to a regular position by the Board of Directors during which time the District has authority to terminate at will. Regular status shall be granted ninety (90) workdays from the date of hire with all benefits and seniority retroactive to the date of hire. Bus drivers may be required to complete one winter season on probation.

#### **Section 11.3. Seniority Rights.**

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

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves.
- D. Time spent in layoff status as hereinafter provided.

1 **Section 11.4. Loss of Seniority Rights.**

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

- 3 1. Resignation.
- 4 2. Discharge for justifiable cause.
- 5 3. Retirement.
- 6 4. Change in job classification within the bargaining unit, as hereinafter provided.

7  
8 **Section 11.5. Seniority Rights Within Classification.**

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

11  
12 **Section 11.6. Seniority Retention.**

13 Employees who change job classifications within the bargaining unit shall retain their classification  
14 seniority date in the previous classification.

15  
16 **Section 11.7. Seniority Preferential Rights.**

17 The employee with the earliest hire date shall have absolute preferential rights regarding shift  
18 selection, vacation periods and special services (including overtime). The employee with the earliest  
19 hire date shall have preferential rights regarding promotions, assignment to new or open jobs or  
20 positions, and layoffs when ability and performance are substantially equal with junior employees. If  
21 the District determines that seniority rights should not govern because a junior employee possesses  
22 ability and performance substantially greater than a senior employee or senior employees, the District  
23 shall set forth in writing to the employee or employees and the organization's grievance committee  
24 chairperson its reasons why the senior employee or employees have been bypassed.

25  
26 **Section 11.8. Layoff of Employees Within Classification.**

27 Layoff of employees will be within classification according to seniority, the least senior being the first to  
28 be laid off, unless a more senior employee volunteers to be laid off. Recall shall be in the reverse order.

29  
30 **Section 11.9. Posting of Open Positions.**

31 The District shall publicize within the bargaining unit (which includes part-time employees) for five  
32 (5) workdays the availability of open positions as soon as possible after the District determines the  
33 opening. A copy of the job posting shall be forwarded to the President of the Association.

34  
35 **Section 11.10. Layoff/Re-Employment List.**

36 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the  
37 District according to lay-off ranking. Such employees shall be offered available positions which are  
38 substantially equal in wages, hours, and benefits to that held prior to layoff after current employees have  
39 had the opportunity to fill openings which occur during the layoff period. Employees laid off in a  
40 classification may fill an opening in that classification without proving they meet requirements for that  
41 classification. However, employees from one classification may not fill an opening in another  
42 classification without first meeting the knowledge and physical requirements. The recall list shall be  
43 maintained in the District office for one (1) calendar year.

44  
45 **Section 11.11. Filing of Address When in Laid Off Status.**

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

1 **Section 11.12. Forfeit Re-Employment Rights.**

2 An employee shall forfeit rights to re-employment as provided in Section 10.8 if the employee does not  
3 comply with the requirements of Section 10.11, or if the employee does not respond to the offer of re-  
4 employment within fifteen (15) workdays.

5  
6 **Section 11.13. Re-Employment Forfeits Seniority.**

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

10  
11  
12  
13 **ARTICLE XII**

14  
15 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

16  
17 **Section 12.1. Discipline or Discharge of an Employee.**

18 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue  
19 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.  
20 If the District has reason to reprimand an employee, it shall be done in a manner which will not  
21 embarrass the employee before other employees or the public. The District shall notify the affected  
22 employee that they have the right to representation by the Association prior to any disciplinary action  
23 being taken against a bargaining unit employee.

24  
25 **Section 12.2. Notification to Less than Twelve Month Employees.**

26 This section is intended for employees that work less than twelve (12) months out of the school year.

27  
28 **Section 12.2.1. Lay Off.**

29 Should the District decide to discharge or lay off any non-annual employee, the employee shall  
30 be so notified in writing prior to the expiration of the school year. Except when circumstances  
31 require otherwise, the District will give employees two (2) weeks' notice of intention to  
32 discharge or layoff.

33  
34 **Section 12.2.2. Misconduct.**

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

37  
38 **Section 12.2.3. Limit of Operation.**

39 Nothing contained in this section shall in any regard limit the operation of other sections of this  
40 Article.

41  
42 **Section 12.3. Intent to Rehire.**

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

## ARTICLE XIII

### INSURANCE AND RETIREMENT

#### **Section 13.1. District Contribution.**

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 Benefit Board (SEBB). Notification of any changes to SEBB will be given to all employees in writing via letter or email in a timely manner and any questions will be answered by the current Payroll Human Resources Manager.

#### **Section 13.1.2. Insurance and Retirement.**

Insurance and retirement benefits will be locked in the first working day of October thru August 31 of each year unless additional time is added to the employee's contracted time.

#### **Section 13.2. State Industrial Insurance.**

The District shall make contributions for State Industrial Insurance protection on behalf of employees in any manner as is permitted or provided by law.

#### **Section 13.3. WA State Unemployment Compensation Fund.**

The District shall make contributions to the Washington State Unemployment Compensation Fund as provided by law.

#### **Section 13.4. PERS/SERS Plans.**

In determining whether an employee subject to this Agreement is eligible for participation in a Washington State Employees Retirement System (any and all applicable PERS and SERS Plans), the District shall report all hours worked, whether straight time, overtime, or otherwise, if properly considered to be compensation for retirement purposes.

#### **Section 13.5. Tax Shelter Annuity Plans.**

All employees subject to this Agreement shall be entitled to participate in any of the existing tax shelter annuity plans. On receipt of a written authorization by an employee, the district shall make the requisite withholding adjustments and deductions from the employee's salary.

#### **Section 13.6. VEBA.**

The Lind-Ritzville School Districts has adopted the VEBA Sick Leave Reimbursement Plan, (the "Plan") by board resolution in lieu of remuneration pursuant to RCW 28A.400.210 and agrees to make contributions to the "Plan" on behalf of all employees in the bargaining unit who are eligible to participate in the "Plan" by virtue of having excess sick leave. A VEBA Memorandum of Understanding will be discussed and voted on by the bargaining unit annually.

#### **Section 13.7. Paid Family and Medical Leave (PFML).**

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall pay their portion of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing



1 compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall  
2 maintain health insurance benefits during periods of approved PFML.  
3  
4

## 5 6 **ARTICLE XIV**

### 7 8 **PROFESSIONAL DEVELOPMENT**

#### 9 10 **Section 14.1. Professional Development.**

11 In the mutual interests of the District and Association, the District may make funds to be available  
12 which may be used by employees subject to this Agreement for professional development. Such funds  
13 may be utilized for the following purposes, without limitation.  
14

#### 15 **Section 14.2. Utilization of Professional Development Funds.**

16 Such funds may be utilized for the following purposes, without limitation:

- 17 A. Transportation and/or reimbursement for employees' subject to this Agreement to travel to and  
18 from approved classes to attend recognized vocational courses.
- 19 B. Expenses and materials to establish courses of study within the confines of the District which  
20 would be of mutual benefit to the employee and the District.
- 21 C. Wage, expenses, and travel reimbursement for district required training and in-services, i.e.,  
22 first aid.  
23

#### 24 **Section 14.3. Bus Drivers In-Service Rate of Pay.**

25 Bus drivers will be paid at the driving rate of pay for all in-service and drug testing hours.  
26

#### 27 **Section 14.4. Credits/Clock Hours.**

28 Para Educators may be required or have the option to participate in District in-service activities.  
29 However, if there is in-service provided for the teaching staff or if there is an early release from school,  
30 Para Educators may remain and work the rest of the day, or they may leave early recognizing that the  
31 time will be deducted from their pay.  
32

#### 33 **Section 14.5. Paraeducators Rate of Pay.**

34 Paraeducators may elect to participate in district in-service activities. Paraeducators required to attend  
35 meetings or classes will be paid at their regular hourly rate. Paraeducators wishing to earn credit  
36 toward salary enhancement must obtain an approval form from the district office. Credit shall be  
37 granted after prior approval has been received from the principal and completion requirements have  
38 been fulfilled. Credits must be directly applicable to the employee's job description. Enhancement pay  
39 will be applied to salaries once a year in September if all work is completed, verified, and submitted to  
40 the district office no later than August 15.  
41

42 There will be no exceptions to the deadline submittal date. Verification will be by mail and/or  
43 electronic Official College Transcript or Approved Educational Service District Clock Hour Form.  
44  
45  
46  
47  
48

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### **Section 15.1. Grievances.**

Grievances 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.

#### **Section 15.2. Grievance Steps.**

##### **Section 15.2.1. Step 1.**

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) workdays after the grievance is discovered or reasonably should have been discovered, shall be invalid and subject to no further processing. The immediate supervisor will respond to the grievant within five (5) workdays of the informal meeting.

##### **Section 15.2.2. Step 2.**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall within ten (10) workdays, reduce to writing 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.
3. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

##### **Section 15.2.3. Step 3.**

If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

##### **Section 15.2.4. Step 4.**

If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Board of Directors. After such submission, the parties will have thirty (30) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the

grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

**Section 15.2.5. Step 5.**

If no settlement has been reached within thirty (30) workdays referenced in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Such demand for arbitration must be submitted in writing to the Superintendent within ten (10) workdays of the receipt of the Board of Directors answer to the grievance, as specified in Section 15.2.4.

The parties shall meet within ten (10) workdays after written notice of the demand for arbitration is received by the District to attempt to select a mutually agreeable arbitrator. If the parties are unable to reach such an agreement within ten (10) workdays of the aforementioned meeting, then PSE shall request the American Arbitration Association (AAA) to send a list of arbitrators. The list will be limited to arbitrators from Washington and/or Oregon. After the list is received, the parties or designated representatives shall strike names from the list. The grieving party shall strike the first name, and each party shall then alternately strike a name from the list. The last name on the list shall serve as arbitrator.

The arbitrator's decision will be in writing and will set forth their reasoning and conclusions of the issue(s) submitted to him/her. The arbitrator shall have no authority to extend, alter, or modify the Agreement, and their findings shall be limited solely to the interpretation of the express terms of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

The costs of the services of the arbitrator, the AAA administrative fee, and the cost of the hearing room will be split equally by the District and the Association. All other costs entailed in arbitration will be borne by the party incurring them.

**Section 15.2.6. Step 6.**

The grievance or arbitration discussions shall take place at mutually acceptable times. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

## ARTICLE XVI

### ASSOCIATION MEMBERSHIP AND CHECKOFF

**Section 16.1. Association Membership.**

Each employee subject to this Agreement has the right to become an Association member in good standing by paying monthly dues. Maintaining membership with the Association entitles the employee to additional benefits of union membership. The Association shall be the custodian of record regarding employee's Association membership.

1       **Section 16.1.1. Voice Authorization/E-Signature Authorization.**

2       An employee's written, electronic, or recorded voice authorization to have the employer deduct  
3       membership dues from the employee's salary must be made by the employee to Public School  
4       Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for  
5       authorization of deductions, the employer shall as soon as practicable forward the request to  
6       PSE. Upon receiving notice of the employee's authorization from PSE, the employer shall  
7       deduct from the employee's salary membership dues and remit the amounts to PSE.

8  
9       The employee's authorization remains in effect until expressly revoked by the employee in  
10      accordance with the terms and conditions of the authorization. An employee's request to revoke  
11      authorization for payroll deductions must be in writing and submitted by the employee to  
12      Public School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms  
13      and conditions of the authorization. Revocations will not be accepted by the employer if the  
14      authorization is not obtained by the employee to PSE. After the employer receives confirmation  
15      from the exclusive bargaining representative that the employee has revoked authorization for  
16      deductions, the employer shall end the deduction effective on the first payroll after receipt of  
17      the confirmation. The employer shall rely on information provided by the exclusive bargaining  
18      representative regarding the authorization and revocation of deductions.

19  
20      **Section 16.2. New Hires.**

21      The District will notify the Association of all new hires within ten (10) workdays of the hire date. The  
22      District will provide PSE electronic notification of the name, address, phone number, classification,  
23      job title, work location and work email address.

24  
25      **Section 16.3. Access to New Employees of the Bargaining Unit.**

26      The District will provide PSE reasonable access to new employees of the bargaining unit for the  
27      purposes of presenting information about PSE to the new employee. "Reasonable access" for the  
28      purposes of this section means the access to the new employee occurs within one week of the  
29      employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and  
30      the access occurs during the new employee's regular work hours at the employee's regular worksite, or  
31      at a location mutually agreed to by the District and PSE as per RCW 41.56.037.

32  
33      **Section 16.4. Checkoff.**

34      The employer shall deduct PSE state dues from the pay of any employee who authorized such  
35      deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds  
36      deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.  
37      Transmissions will include payments and an electronic list of all represented employees with deduction  
38      amounts. Submissions are to include all employees covered by the CBA. A dues remittance form needs  
39      to accompany the payment every month and include membership status changes.

40  
41      **Section 16.5. District Held Harmless.**

42      The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,  
43      and the Association shall indemnify and hold the District harmless for any and all claims, grievances,  
44      arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action  
45      taken by the District for the purpose of the District's acceptance of voice and/or electronic  
46      authorization of membership and/or the Association's representations regarding the existence of a valid  
47      membership authorization, as well as for complying with any of the provisions of this Article of the  
48      Agreement.

1 **Section 16.6. Local Dues.**

2 Local dues in the amount of two dollars (\$2.00) per month for twelve (12) months shall be withheld and  
3 transmitted to the local Secretary-Treasurer.  
4

5 **Section 16.7. PSE Member Lists Upon Request.**

6 The District will provide PSE a monthly bargaining unit list transmitted electronically, listing  
7 bargaining unit employees who are hired, rehired, reinstate, transferred into or out of the bargaining  
8 unit, reclassified, promoted, downgraded, place on leaves of absence of any type including disability,  
9 place on layoff, recalled from layoff, separated (including retirement), added to or deleted from the  
10 bargaining unit. This report will include each listed bargaining unit employee's name, employee  
11 number, job title, work location, personnel action, and reason. Public School Employees of  
12 Washington/SEIU Local 1948 shall also receive a monthly report showing the amount of PSE dues  
13 withheld for each employee. These reports will be submitted to our State PSE Office in Auburn.  
14

15 **Section 16.8. Political Action Committee.**

16 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
17 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
18 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union with  
19 the regular Union dues transmittal check. The employee may revoke the request at any time. At least  
20 annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.  
21  
22  
23

24 **ARTICLE XVII**

25 **TRANSFER OF PREVIOUS EXPERIENCE**  
26  
27

28 **Section 17.1. New Hires from other WA State Districts.**

29 Any new hire who had just previously been employed by any School District is hired to perform work  
30 similar to that in which he was previously engaged, shall be given longevity credits in the District in  
31 accordance with this Article. Longevity is the length of time an individual has been employed in a state  
32 public school system in union classified positions.  
33

34 The longevity credit to be transferred shall be applicable to all benefits herein excluding seniority  
35 provisions.  
36  
37

38 **ARTICLE XVIII**

39 **WAGES AND EMPLOYEE COMPENSATION**  
40  
41

42 **Section 18.1. Employee Compensation.**

43 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
44 worked. Each employee shall receive a full accounting and itemization for authorized deductions, hours  
45 worked, and rates paid upon request.  
46

47 **Section 18.2. Employment Fees and Activities.**

48 The District shall pay the full cost of all fees and activities required as a condition of employment.

1 **Section 18.3. Physical Examinations.**

2 If physical examinations are required by the State or District, the employee will use their insurance  
3 benefits to pay the costs. Any costs for physical exams not covered by the employee's insurance will be  
4 paid by the District.

5  
6 **Section 18.4. Wages.**

7 Wages for employees subject to this Agreement, during the term of this Agreement, are contained in  
8 Schedule A attached hereto and by this reference incorporated herein.

9  
10 **Section 18.4.1. Schedule A Term.**

11 Wages contained in Schedule A shall be for the entire term of this Agreement, subject to the  
12 terms and conditions of Article XVIII.

13  
14 **Section 18.4.2. Retroactive Pay.**

15 Retroactive pay, where applicable, shall be paid on the first regular payday following execution  
16 of this Agreement if possible and in any case no later than the second regular payday. In the  
17 case of retroactive pay resulting from mid-term negotiations, such retroactive pay shall be paid  
18 on the first regular payday following agreement, if possible and in any case not later than the  
19 second regular payday.

20  
21 **Section 18.5. Incremental Steps.**

22 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of  
23 this Agreement: provided, the employee has been actively employed continuously for at least one-half  
24 (½) of the previous employment year. Substitute incremental steps shall take effect for bus drivers after  
25 sixty (60) hours of driving as a substitute driver in accordance with Schedule A of this Agreement.

26  
27 **Section 18.6. Mileage Reimbursement.**

28 Any employee required to drive their own vehicle to attend District approved meetings, seminars,  
29 workshops, etc., shall be reimbursed on a per-mile basis at the state rate. In order to receive said  
30 reimbursement, employees must obtain approval prior to attending the event.

31  
32 **Section 18.7. First Aid Training.**

33 Employees shall be compensated at their regular hourly rate of pay, including overtime if applicable,  
34 for attending District required first aid training. The District shall reimburse the employee for personal  
35 cost of said training and related materials upon successful completion of the training.

36  
37 **Section 18.8. Food Service Federal Mandates.**

38 Food Service employees must comply with Federal Mandated Food Service Professional Standards as  
39 of July 1, 2015. Late start, early release or non-school days may be used for the mandated training  
40 with prior approval from their supervisor.

41  
42 **Section 18.9. Overnight Reimbursement.**

43 Employees required by the District to remain overnight on District business shall be reimbursed for  
44 actual, reasonable, and District approved expenses incurred. Receipts must be presented before  
45 expenses will be reimbursed.

46  
47 If requested by the employee and approved by the District, a travel advance will be issued to include  
48 projected room, board, and fuel costs. Upon return, employees will submit an itemized written

accounting of expenses actually incurred during the trip and will return to the District any of the travel allowance that was not expended for District approved expenditures.

Transportation employees shall be reimbursed for reasonable District approved expenses incurred as a result of District approved trips.

**Section 18.10. Summer School Employees.**

Employees working summer school will be paid the same hourly rate as they are paid during the school year. There will not be a loss of pay for working summer school.

**Section 18.11. Coveralls for Mechanics and Custodians.**

The District will provide three (3) sets of coveralls to the mechanics. The custodians will be provided one (1) pair of coveralls and the coveralls will be replaced as necessary.

**ARTICLE XIX**

**TERM AND SEPARABILITY OF AGREEMENT**

**Section 19.1. Term of This Agreement**

The term of this Agreement shall be September 1, 2022 to August 31, 2025.

Should the Association and the Lind and Ritzville School Districts fail to reach an agreement by August 31, 2025 all terms of the previously negotiated agreement will remain in place until a new negotiated agreement is ratified.

To reopen the Contract, the negotiations shall commence no later than May 15 of each contractual year. The moving party shall notify the other party in writing of a desire to reopen the Agreement. The two parties shall then exchange written proposals. If neither party exercises this option to reopen in accordance with the above, the option to reopen shall be deemed to have been waived for that contractual year.

**Section 19.2. Execution Date 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. Openers.**

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

**Section 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. State or Federal Statutes.**

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

**Section 19.6.**

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.

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

LIND-RITZVILLE CHAPTER

BY: Eleda Warren  
Eleda Warren, Chapter President

DATE: 2-8-2023

LIND-RITZVILLE COOPERATIVE SCHOOLS

BY: Donald Vanderholm  
Donald Vanderholm, Superintendent

DATE: 2-8-2023

**PSE SCHEDULE A  
LIND-RITZVILLE SCHOOL DISTRICTS  
SEPTEMBER 1, 2022 – AUGUST 31, 2023**

<b><u>CLASSIFICATION</u></b>	<b><u>0</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>15</u></b>
<b><u>Transportation Unit</u></b>						
Bus Driver	\$ 19.78	\$ 22.67	\$ 21.49	\$ 22.67	\$ 22.67	\$ 23.81
New and substitute bus drivers move to step 1 after 60 hours of driving.						
Trip rate for extra trips will be paid at a rate of \$18.39 per hour.						
Non-CDL Driver	\$ 18.45					
Mechanic	\$ 25.40	\$ 25.40	\$ 26.50	\$ 27.05	\$ 27.59	\$ 28.97
Bus Driver Trainer	\$ 26.02					
<b><u>Custodial Unit</u></b>						
Lead Custodian	\$ 20.09	\$ 20.65	\$ 21.21	\$ 21.76	\$ 22.59	\$ 23.72
Custodian	\$ 17.78	\$ 18.37	\$ 19.16	\$ 19.61	\$ 20.18	\$ 21.19
Night Differential: Employees required to work on a night shift commencing after 11:00 a.m. shall receive a premium rate of fifty cents (\$0.50) per hour for all hours worked.						
Casual/Seasonal Laborer*	\$ 17.49					
<b><u>Secretarial Unit</u></b>						
Building Secretary	\$ 18.42	\$ 19.26	\$ 20.09	\$ 20.94	\$ 21.76	\$ 22.85
<b><u>Food Service Unit</u></b>						
Food Service Manager	\$ 20.76	\$ 21.34	\$ 21.89	\$ 22.43	\$ 23.01	\$ 24.28
Manager/Head Cook	\$ 19.18	\$ 19.76	\$ 20.31	\$ 20.85	\$ 21.43	\$ 22.50
Assistant Cook	\$ 16.37	\$ 17.06	\$ 17.54	\$ 18.00	\$ 18.58	\$ 19.51
<b><u>Para Educator Unit</u></b>						
Para Educator *	\$ 17.30	\$ 17.86	\$ 18.42	\$ 18.98	\$ 19.54	\$ 20.52
* <u>Personal Needs (\$1.00)</u>						
Paraeducators who assist with students with personal needs will receive an additional one dollar (\$1.00) per hour. See section 3.8 of the Contract.						
* <u>Minimal Supervision (\$0.50)</u>						
Paraeducators who are assigned to positions that require minimal supervision will receive an hourly bonus increase above that designated on Schedule A of fifty cents (\$0.50) per hour. If they move to a position with normal supervision, they will return to the appropriate wage on Schedule A and lose their bonus pay.						
* <u>Migrant Home Visitor/Records Clerk/TBL Records Clerk (\$1.00)</u>						
Paraeducators assigned to Migrant Home Visitor/Records Clerk and TBL Records Clerk will be paid one dollar (\$1.00) per hour more for that time based on an average of hours per day calculated by the schedule assigned by the Principal.						
* <u>Lunch Cashier (\$1.00)</u>						
Employees assigned the duties of "lunch cashier" will be paid one dollar (\$1.00) more per hour for time worked in this position based on an average of hours per days calculated by the schedule assigned by the Principal.						
<b><u>Pre-School Teacher **</u></b>						
0 Early Childhood Credits						
8 Early Childhood Credits	\$ 20.68	\$ 21.04	\$ 21.43	\$ 22.06		
16 Early Childhood Credits	\$ 20.74	\$ 21.19	\$ 21.68	\$ 22.44		
24 Early Childhood Credits	\$ 20.82	\$ 21.36	\$ 21.90	\$ 22.84		
30 Early Childhood Credits	\$ 20.95	\$ 21.52	\$ 22.10	\$ 23.27		
**Continued employment after five (5) years is dependent upon having accumulated thirty (30) quarter credits.						

## ADDITIONAL PAY FOR CREDITS/CLOCK HOURS EARNED

Any employee may seek to improve his/her earning position by taking classes and workshops approved by the District. Credits or clock hours earned may be applied using the following schedule for salary enhancement. This section will begin in the 2019-2020 school year.

Credits/Clock Hours	3/30	6/60	9/90 - AA	BA
Extra Pay Per Hour	\$ 0.25	\$ 0.50	\$ 0.75	\$ 1.25

1. Clock hours and credits will apply provided that the coursework met requirements for Para Educator competencies or applies to the individual's job as determined by the Superintendent.
2. Classes must result in clock hours or credits earned after April 15, 1995.
3. The course must be documented on a signed clock hour form or an official college transcript.
4. Documentation of course completion for salary enhancement must be submitted to the District no later than September 1.
5. When the course is being taken on District time, or paid for by the District, only courses pre-approved by the Superintendent will be accepted for salary enhancement. The Superintendent's decision is final when District funds or time are involved.
6. If an individual takes a course during his/her own time and at his/her own expense, the credits/clock hours will count only if it applies to the position occupied by the employee as determined by the Superintendent. The burden of proof is on the employee. The exception is if the Superintendent accepts the course for credit.
7. State salary increases will be applied to the enhanced hourly wage.
8. Credits or hours required to maintain licensing will not be counted, such as bus driver certification requirements, spray license, waste water treatment license, etc. for salary enhancement.
9. Classes or workshop hours will be counted in the classification they apply. In the event a District employee secures a position in a different classification only those hours that pertain to the new classification will apply. At the time of the change in classification a determination and a sign off between the District and the employee will be made on applicable hours for the new position.
10. Credit or clock hours will be accepted for salary enhancement purposes only once, i.e., an employee may not receive salary enhancement by completing the same class more than once.

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, LIND-RITZVILLE CHAPTER AND THE LIND SCHOOL DISTRICT #158 AND THE RITZVILLE SCHOOL DISTRICT #160-67 PURSUANT TO ARTICLE XIX. SECTION 19.3 OF THE OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT**

The district and PSE have drafted the following written protocol to clarify requirements for work and taking leave on mandatory district and/or FCS training days:

1. For any of the 4 FCS training days: These four (4) days are mandatory for both the district and the employee to receive training and professional development. These are additional, paid days. Missing one of these days does not require taking "leave". However, training, which may be required, would need to be "made-up". Specific, in-person training is difficult if not impossible to offer again. The District will do its best to provide similar training and will provide PD time (during PD/collaboration time, as available). Training completed outside of the regular workday would need to be preapproved by the principal and, when completed outside of the regular contract day, the employee would be eligible for compensation at the regular hourly rate.
2. The District includes two contractual days for instructional paraprofessional training (see: Section 6.2.1) These 2-days are scheduled outside of the regular, 176-day school year calendar. The District Day + one more training day are included in the contract. The District day date is set by the District. The other "in-service" day is determined by the building. Missing either day would require an employee to use "leave". Required training (EX epi pen or blood-borne pathogens) would need to be "made up". Specific, in-person training is difficult if not impossible to offer again. The District will do its best to provide similar training and will provide these kinds of particular trainings during the work day (early release time, for example).

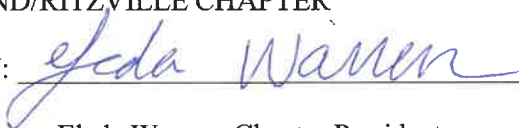
This Memorandum of Understanding shall be in effect upon signatures, and shall remain in effect until August 31, 2023 or until otherwise negotiated, and it shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU 1948  
LIND/RITZVILLE CHAPTER

LIND SCHOOL DISTRICT  
RITZVILLE SCHOOL DISTRICT #160-67

#158

BY:



Eleda Warren, Chapter President

BY:



Don Vanderholm, Superintendent

DATE:

2/8/2023

Date:

2/8/2023