

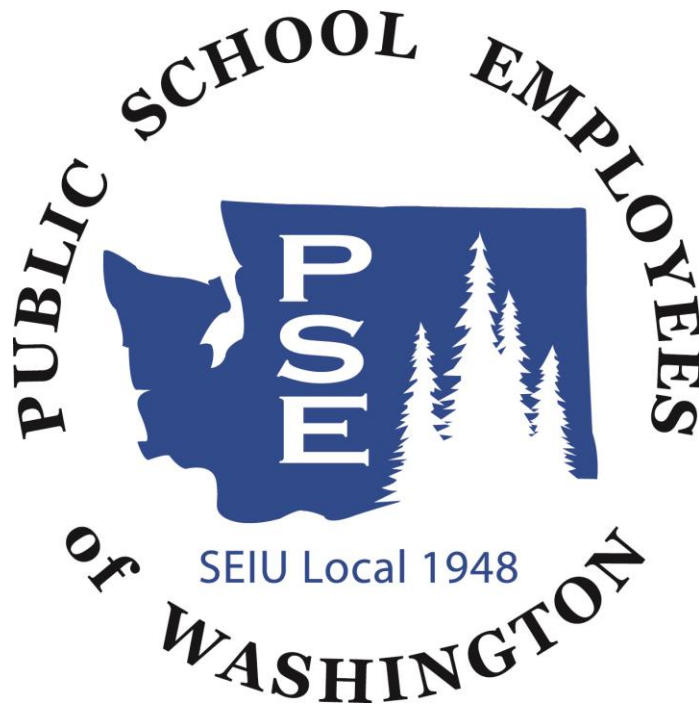
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**SOUTH BEND SCHOOL DISTRICT #118**

AND

**PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND**

SEPTEMBER 1, 2014 - August 31, 2018



Public School Employees of Washington / SEIU Local 1948

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**PREAMBLE**

This agreement is made and entered into between the South Bend School District Number 118 (hereinafter "District") and Public School Employees of Washington / SEIU Local 1948, through its local affiliate (hereinafter "Union"). In consideration of the mutual covenants contained therein, the parties agree as follows.

**ARTICLE I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

The District hereby recognizes the Union as the exclusive representative for all classified employees described in Section 1.2 of this agreement (hereinafter "employees").

**Section 1.2.**

The South Bend School District No. 118 recognizes Public School Employees of Washington / SEIU Local 1948 as the sole and exclusive bargaining representative for all regular full-time and regular part-time classified employees. Specifically excluded from the bargaining unit are confidential employees and supervisors as follows: Transportation Supervisor, Director of Family Services, Maintenance Supervisor, Financial Officer and Assistant Financial Officer.

**Section 1.3. Employee Definitions.**

**Section 1.3.1.**

For the purposes of this agreement, an employee's FTE is based on the number of regularly scheduled hours of work, with 2080 hours of regularly scheduled work per school year considered as 1.0 FTE. Only employees who are regularly scheduled to work 2080 hours per school year will be considered as full-time employees. Employees regularly scheduled to work less than 2080 hours per school year will be considered as regular part-time employees.

**Section 1.3.2. Substitute Employee.**

Substitute employees shall be defined as those employees who are employed to fill temporary vacancies of thirty (30) calendar days or less (i.e., illnesses, short-term leave of absences, etc.) in the workforce. Employees filling positions classified as substitutes shall not be eligible for participation in insurance programs or employer contributions toward premiums of such programs. Substitute employees shall be subject to Schedule A only. Long term substitutes for a position who work more than 30 days will receive insurance benefits but will not be considered "hired" as part of the union and will be released when the long term substitute need ceases. A long term substitute shall not exceed one (1) year.

**Section 1.3.3. Probation Period.**

Each new hire shall remain in probationary status for a period of ninety (90) days worked following being initially employed as a regular full-time or regular part-time employee covered by this agreement. Time worked as a substitute will not apply toward this ninety (90) day period. During the probationary period the District may discipline or discharge such employee

1 at its sole discretion and such discipline or discharge shall not be subject to the grievance  
2 procedure of this agreement.  
3  
4  
5

## 6 ARTICLE II

### 7 RIGHTS OF EMPLOYEES

#### 8 9 10 **Section 2.1.**

11 It is agreed that all employees subject to this agreement shall have and shall be protected in the  
12 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union in all  
13 such matters as authorized by law.  
14

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

16 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
17 officials of the District.  
18

#### 19 **Section 2.3.**

20 Employees subject to this agreement have the right to have Union representatives or other persons  
21 present at discussion which may lead to disciplinary action between themselves and supervisors or  
22 other representatives of the District.  
23

#### 24 **Section 2.4.**

25 Neither the Employer, nor the Union, shall discriminate against any employee subject to this  
26 agreement on the basis of race, national origin, creed, sex, religion, age, martial status or the presence  
27 of a disability.  
28

#### 29 **Section 2.5.**

30 There shall be an official personnel file for each employee, to be kept in the District administration  
31 office. Each employee shall have the right to review the contents of his/her personnel file. During the  
32 review, an official or representative of the Union may be present, and the employee may initial and  
33 photocopy any material in the file, at District expense.  
34

##### 35 **Section 2.5.1.**

36 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as  
37 of July 26, 1992, the District shall maintain a medical information file for each classified  
38 employee of the District which will be kept separate from the personnel file. Such file will  
39 contain such sensitive information as immunization history, health related cards, leave sharing  
40 information, and information on medical history, and/or medical releases, etc. This medical  
41 information file will insure confidentiality of sensitive information regarding the employee in  
42 the event of a federal and/or state audit.  
43

##### 44 **Section 2.5.2.**

45 Each employee shall be provided a copy of any derogatory material placed in his or her  
46 personnel file within five (5) days of its insertion. An employee may attach comments to any  
47 material that is a part of the personnel file.  
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**ARTICLE III**

**RIGHTS OF THE UNION**

**Section 3.1.**

The Union has the right and responsibility to represent the interests of all employees, to present its views to the District on matters of concern either orally or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

**Section 3.2.**

The Union shall promptly be notified by the District of grievances brought by any employee. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of any grievance and to make known the Union's views concerning the case.

**Section 3.3.**

The District agrees to submit a report monthly along with its remittance of dues identifying each employee by name, social security number and dues amount remitted. The District agrees to provide the names of all classified employees who are not having dues withheld to the Union on October 1 and March 1 of each year of this agreement.

**Section 3.3.1.**

Each employee hired during the term of this agreement shall be provided, by the District, with a copy of the agreement. Sufficient copies of the agreement will be supplied to the District by the Union.

**Section 3.3.2.**

The names and cumulative days worked by substitute or temporary employees shall be provided to the Union on a quarterly basis.

**Section 3.4.**

Representatives of the Union, upon making their presence known to the superintendent or designee shall have access to the District premises during business hours; provided, that conferences or meetings between employees and Union representatives will not interfere with the employees' normal duties.

**Section 3.5. Bulletin Boards/Intra-District Mail.**

The Union may make lawful use of school district bulletin boards and intra-district mail service consistent with District policy.

**Section 3.6. School Calendar.**

**Section 3.6.1.**

The District shall provide notification to employees of the formation of the school calendar so that employees may provide their input to the District for its consideration prior to its formal adoption of the school calendar.

1 **Section 3.7.**

2 Special education paraprofessionals working with students identified as potentially violent or  
3 aggressive may request to participate in the formulation of the Individualized Education Plan (IEP) to  
4 whom they may be assigned in order to give input as to their safety. If granted, participation time shall  
5 be considered as time worked. If the employee is not satisfied with the outcome of the safety issue,  
6 they may request a meeting with the special education director to express and resolve their concerns.  
7

8 **Section 3.8.**

9 The District will make available to all employees who work alone at night, with no other employee  
10 nearby, the use of a cell phone from the bus garage. The cell phone will be used only in the case of  
11 emergency, may be picked up at the beginning of the night shift and shall be returned to the bus  
12 garage prior to leaving work at the end of the shift.  
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14

15  
16 **ARTICLE IV**

17  
18 **UNION MEMBERSHIP AND CHECKOFF**  
19

20 **Section 4.1.**

21 Each employee subject to this agreement, who, on the effective date of this agreement, is a member of  
22 the Union in good standing, shall, as a condition of employment, maintain membership in the Union in  
23 good standing during the period of this agreement.  
24

25 **Section 4.2.**

26 All employees in classifications subject to this agreement who are not members of the Union on the  
27 effective date of this agreement and all employees in classifications subject to this agreement who are  
28 hired at a time subsequent to the effective date of this agreement, shall, as a condition of employment,  
29 become members in good standing of the Union within thirty (30) days of the effective date of this  
30 agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall  
31 then maintain membership in the Union in accordance with the previous section.  
32

33 **Section 4.3.**

34 The parties recognize that an employee should have the option of declining to participate as a member  
35 in the Union, yet contribute financially to the activities of the Union in representing such employee as  
36 a member of the collective bargaining unit. Therefore, as an alternative to the membership  
37 requirements in Sections 4.1 and 4.2, an employee who declines membership in the Union may pay to  
38 the Union each month a service charge as a contribution towards the administration of this agreement,  
39 in an amount equal to the regular monthly dues. This service charge shall be collected by the Union in  
40 the same manner as monthly dues.  
41

42 **Section 4.3.1.**

43 Nothing contained in this agreement shall require Union membership of employees who object  
44 to such membership based on bona fide religious tenets or teachings of a church or religious  
45 body of which such employee is a member. Such employee shall pay an amount equivalent to  
46 regular dues to a non-religious charity or other charitable organization mutually agreed upon by  
47 the employee and the Union. If the employee and the Union cannot agree on such matter, the  
48 Public Employment Relations Commission (PERC) shall designate the charitable organization.

1 **Section 4.4.**

2 An employee who refuses to become a member of the Union in good standing or pay the service  
3 charge or charitable contribution in accordance with the previous sections shall, at the option of the  
4 Union, be discharged from employment by the District, subject to two (2) weeks notice to the  
5 employee.

6  
7 **Section 4.5.**

8 The District will notify the Union of all new hires within ten (10) work days of the hire date. At the  
9 time of hire, the District will inform the new hire of the terms and conditions of this article.

10  
11 **Section 4.6. Political Action Committee.**

12 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
13 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
14 voluntarily chooses for deduction for political purposes and shall transmit the same to the  
15 Association. Section 4.7 of the Collective Bargaining Agreement shall apply to these deductions.  
16 The employee may revoke the request at any time. At least annually, the employee shall be notified  
17 by the PSE/SEIU Local 1948 State Office about the right to revoke the request.

18  
19 **Section 4.7. Hold Harmless.**

20 The Association will indemnify, defend, and hold the District harmless against any claims, suits,  
21 orders, and/or judgments against the District on account of any checkoff of Association dues or  
22 voluntary political contributions.

23  
24 **Section 4.8. Checkoff.**

25 Upon written authorization of any public employee within the bargaining unit, the District shall deduct  
26 from the pay of such public employee the monthly amount of dues, certified by the secretary of the  
27 Public School Employees of Washington / SEIU Local 1948 (PSE), or any agency fee so certified in  
28 appropriate cases, and shall transmit the same to the treasurer of PSE/SEIU Local 1948. The District  
29 shall also deduct an amount equal to the PSE/SEIU Local 1948 dues in the case of any employee  
30 whose claim of religious non-association has been approved by PSE/SEIU Local 1948 or the Public  
31 Employment Relations Commission (PERC), and shall remit the amount to a non-religious charity  
32 approved by PSE/SEIU Local 1948 or PERC. The District shall deduct local dues as established by the  
33 local PSE/SEIU Local 1948 chapter and remit the same to the treasurer of the local PSE/SEIU Local  
34 1948 chapter. Local chapter dues shall not be deducted from the pay of agency fee payers or religious  
35 objectors.

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39 **ARTICLE V**

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41 **UNION REPRESENTATION**

42  
43 **Section 5.1.**

44 The Union will designate a conference committee of three (3) members who will meet with the  
45 superintendent of the District and the superintendent's representatives on a mutually agreeable regular  
46 basis to informally discuss appropriate matters. These meetings shall not be construed as negotiating  
47 sessions.

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**ARTICLE VI**  
**EVALUATIONS**

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**Section 6.1.**

Employee performance evaluations shall be conducted on a semi-annual basis for employees with two (2) years or less seniority in a position, and annually for employees with two (2) or more years seniority in a position. Evaluations are reflective of the employee's immediate supervisor's or principal's opinion of the employee's work performance during that calendar school year. Performance evaluations shall be conducted in conformance within the following guidelines.

**Section 6.1.1.**

The written evaluation and oral review shall be completed by the employee's immediate supervisor or principal, when applicable. The evaluating supervisor or principal shall have intimate knowledge of the employee's performance.

**Section 6.1.2.**

To promote an open discussion of the evaluation, the oral review shall be conducted on a one-to-one basis. Employees shall be provided with two (2) days advance notice prior to the oral review.

**Section 6.1.3.**

The employee shall be provided a copy of the completed evaluation.

**Section 6.1.4.**

Employees shall have the right to provide a written response to an unfavorable evaluation. The employee's written response shall be attached to the evaluation when placed in the employee's personnel file and shall remain part of their permanent personnel record.

**Section 6.1.5.**

Evaluation forms shall be germane to the work performed and updated, if necessary, on a semi-annual basis.

**Section 6.1.6.**

The employee's signature on the evaluation form shall not be construed as an employee agreement with the contents. Evaluation forms shall contain the following statement under the signature line: "This evaluation has been reviewed with me by my immediate supervisor or principal and I have been provided a copy of said evaluation."

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**ARTICLE VII**  
**HOURS OF WORK AND OVERTIME**

**Section 7.1.**

Each part-time employee will be assigned in advance to a definite work year with designated times of beginning and ending; provided that the employer may change the existing work year in case of



1 emergency without prior notice, by mutual agreement with the employee, and in any other case by five  
2 (5) days written notice to the employee.

3  
4 **Section 7.1.1.**

5 Any work performed in excess of eight (8) hours a day or forty (40) hours per designated work  
6 week shall be paid at the rate of one and one-half (1-1/2) the employee's applicable rate of pay.  
7 During summer recess, workdays, not to exceed ten (10) hours may be scheduled. All time  
8 worked in excess of ten (10) hours per day (in the case of scheduled ten (10) hour days), and all  
9 time worked in excess of forty (40) hours per week shall be at the wage rate of time and one –  
10 half (1-1/2).

11  
12 Payment of sick leave, funeral leave, and holiday pay for days scheduled as ten (10) hour days  
13 will be paid/deducted as ten (10) hour days. The employer and employee shall mutually agree  
14 upon the modified work schedule.

15  
16 **Section 7.1.2. Comp Time.**

17 Employees in all classifications, with the exception of bus drivers, will be allowed comp  
18 time with prior approval from the building administrator. All comp time will be entered in  
19 the regular district timesheet and records will be kept in the regular district timekeeping  
20 process. Comp time will not accrue beyond forty (40) hours. Comp time which remains  
21 unused at the end of the employees work year will be cashed out. There will be two kinds  
22 of comp time. Comp time which is beyond the regular work week of an employee who  
23 works less than 40 hours per week, and comp time which is accrued at over 40 hours per  
24 week and will be comped at an hour and a half per hour basis.

25  
26 **Section 7.2.**

27 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, unless  
28 regularly scheduled school vacations or holidays fall within this period; provided, however, exceptions  
29 may be made upon mutual agreement between the employee and supervisor or in any other case by  
30 five (5) days written notice to the employee.

31  
32 **Section 7.2.1.**

33 In the event of an unusual school closure due to inclement weather, plant inoperation, or the  
34 like, the District will notify employees to refrain from coming to work on the local radio  
35 station, via a phone tree and TV channels 4, 5 and 7.

36  
37 **Section 7.2.2.**

38 If an employee is called back to work, other than immediately before or after his/her assigned  
39 shift, the employee shall receive not less than two (2) hours pay at the appropriate rate.

40  
41 **Section 7.3.**

42 Each employee shall be assigned to a definite shift with designated times of beginning and ending.

43  
44 **Section 7.3.1.**

45 All part-time employees shall begin work the day before school starts.  
46  
47  
48

1 **Section 7.4.**

2 Employees who work in excess of four (4) hours per day shall be allowed a thirty (30) minute unpaid  
3 lunch break during the course of their shift. Employees shall be permitted a fifteen (15) minute break  
4 following each two (2) hours of work provided that said employee is scheduled to work more than two  
5 (2) hours that day.

6  
7 **Section 7.4.1.**

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

12  
13 **Section 7.5.**

14 Bus drivers required to have a physical examination to drive will have the cost of an examination paid  
15 by the District; provided, that such driver receive the physical examination from a District designated  
16 physician.

17  
18 **Section 7.5.1.**

19 The District will establish shifts for transportation personnel in relation to routes, driving time,  
20 and all other regular duties assigned by the transportation supervisor. The established shift  
21 time will be based on time required to perform all regular duties assigned. Regular run  
22 assignments shall be based on seniority. That is: the longest run in time shall be offered to the  
23 most senior driver and continue in this manner through all drivers.

24  
25 **Section 7.5.2.**

26 Each driver shall receive time as allocated per day by the following schedule for the purpose of  
27 bus or eight (8) passenger van checkout, fueling, warm-up, cleaning inside and out, and safety  
28 inspections:

29 If driver drives one (1) bus per day - 30 minutes

30  
31 If driver drives two (2) different buses per day - 45 minutes

32  
33 If driver drives three (3) or more buses per day - one (1) hour

34  
35 Extra time will be allowed for unusual or emergency situations.  
36  
37

38 **Section 7.5.3.**

39 All district buses will be driven by personnel hired primarily as district school bus drivers. The  
40 bus transportation supervisor may/will be part of the regular route driving schedule. Such  
41 drivers shall be required to have a CDL, Class B certificate, either temporary or regular permit.  
42 "Exception": Regular or substitute drivers per previous contract language will drive all regular  
43 season trips, athletic or academic. All post season events that can be accommodated by one car  
44 or one van may be driven by other district approved personnel. This section does not allow for  
45 the use of private vehicles outside of school policy or state law.  
46  
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48

1 **Section 7.5.4.**

2 All trips will be bid on a continuously rotating seniority basis with the most senior driver and  
3 continuing on down the seniority list to the least senior driver. At the bidding meetings,  
4 beginning with the most senior driver, each driver may choose two (2) trips from the list as a  
5 beginning bid. All remaining trips will be bid, in order, one at a time through the remainder of  
6 the list by seniority. New drivers will be able to bid on all extra-curricular trips, though the  
7 transportation supervisor will have the discretion during the first ninety (90) days, probation  
8 period, to deny a trip based on experience.

9  
10 If a trip that has already been bid on, comes back up for re-bid, for any reason, it reverts back to  
11 the driver under the driver who gave up the trip. There is to be one bid list. The new re-bid  
12 trips will be marked with a different mark/color.

13  
14 Any unscheduled trips that come in during the month shall be bid one at a time. The first one  
15 bid by the driver at the top of the list, the next to the next senior and so on. A driver that is  
16 already scheduled for a trip on the date of the new trip may not change for the new trip unless it  
17 serves the interest of the District to do so. Should the driver at the top of the list choose not to  
18 accept the trip they will rotate to the bottom of the list. If a trip has made it around the  
19 bidding process twice, the transportation supervisor can assign the trip. A driver cannot  
20 give up a trip with less than 24-hour notice or the supervisor may assign the trip to any  
21 driver.

22  
23 Unscheduled (less than 24 hours notice) trips may be assigned to the most available driver that  
24 may be contacted, with the attempt to contact the driver at the top of the list. No answer by  
25 phone will be considered as a refusal for that trip.

26  
27 Overtime will not be paid beyond 15 hours per month. BOTH drivers and transportation  
28 supervisor will work together to ensure that trips will not be bid by drivers which will surpass  
29 the overtime allowance. All drivers realize that if they are working in other positions whether  
30 as a sub or in a regular daily schedule that those hours count toward their 40 hours a week and  
31 will have overtime implications. Substitute drivers may be used in the event that drivers cannot  
32 be secured due to the overtime restrictions. The superintendent may approve additional OT in  
33 the case of emergencies. The 15 hour maximum will supersede all seniority rotation for extra  
34 trips.

35  
36 **Section 7.5.5.**

37 Bus drivers who drive field trips or extra curricular trips will be compensated as follows:

38  
39 Trips less than overnight:

40 Driving time at drivers wage.

41 Standby time at the hourly rate of a starting drivers position.

42  
43 Overnight trips:

44 Driving time at drivers wage.

45 Extra full days at remote site at drivers hourly wage times eight (8) hours.

1 **Section 7.5.6.**

2 Substitute drivers may be assigned as relief for regularly scheduled drivers daily run; provided,  
3 that no Union drivers are available or have refused the available work. It should be noted that  
4 regular drivers are expected to take runs as they are assigned by the transportation supervisor,  
5 unless problems with regular runs or other difficulties prevent their doing so.  
6

7 **Section 7.5.7.**

8 All Transportation employees who work more than ten (10) hours per day or more than forty  
9 (40) hours per week shall be compensated at the overtime rate of pay. There will be a  
10 maximum of 15 hours of overtime worked in any single month.  
11

12 **Section 7.6. Random Drug Testing for Bus Drivers.**

13 The Federal Highway Administration (FHWA) has mandated programs and procedures for mandatory  
14 random drug and alcohol testing. Drivers and substitute drivers will comply with the District  
15 Policy 5260 and procedures on federal drug and alcohol testing.  
16

17 **Section 7.7.**

18 The primary use of video cameras is designed to monitor student behavior. Bus drivers shall be  
19 informed on days that a camera has been placed in their assigned bus(es) prior to departure from the  
20 District bus garage. Drivers shall have the right to review the recorded videotapes for their bus(es)  
21 after making an appointment for such purposes with the transportation supervisor. Tapes will be saved  
22 one week so that the drivers may review them. Drivers may request to see tapes of days on which  
23 substitute drivers replace them. Upon request drivers may be permitted to view the tapes with the  
24 supervisor present.  
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26  
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28 **ARTICLE VIII**

29 **HOLIDAYS AND VACATIONS**

30  
31  
32 **Section 8.1. Holidays.**

33  
34 **Section 8.1.1.**

35 All full-time employees shall receive the following paid holidays:

36		
37	New Year's Eve Day	Labor Day
38	New Year's Day	Veteran's Day
39	Martin Luther King Day	Thanksgiving Day
40	President's Day	Day After Thanksgiving
41	Memorial Day	Christmas Day
42	Independence Day	*Floating Holiday
43		

44 \* Requires two (2) weeks notice and date subject to approval of the District.  
45

46 **Section 8.1.2.**

47 Should a holiday occur while an employee is on vacation, the employee shall be required to  
48 take one extra day of vacation.

1 **Section 8.1.3.**

2 All part-time employees shall receive the following paid holidays that fall within the work year:

3		
4	Labor Day	Memorial Day
5	New Year’s Day	Thanksgiving Day
6	Martin Luther King Day	Day after Thanksgiving
7	President’s Day	Christmas Day
8		

- 9 • Effective 2015-16 school year, all part-time employees shall receive, in addition to the
- 10 above paid holidays, Veteran’s Day.
- 11 • Effective 2016-17 school year, all part-time employees shall receive, in addition to the
- 12 above paid holidays, New Year’s Eve Day.

13

14 **Section 8.1.4. Unworked Holidays.**

15 Eligible employees shall receive pay equal to their normal work shift at their hourly base rate in  
16 effect at the time the holiday occurs.

17

18 **Section 8.1.5. Worked Holidays.**

19 Employees who are required to work on the above described holidays shall receive the pay due  
20 them for the holiday, plus one and one-half (1-1/2) times their regular hourly rate for all hours  
21 worked on such holidays.

22

23 **Section 8.1.6. Holidays During Vacation.**

24 Should a holiday occur while an employee is on vacation, the employee shall be allowed to  
25 take one extra day of vacation.

26

27 **Section 8.1.7. Holidays On Weekends.**

28 A holiday which falls on a Sunday shall be on the following Monday. A holiday which falls on  
29 a Saturday shall be recognized on the preceding Friday.

30

31 **Section 8.1.8.**

32 All personal days, floating or holidays will be taken in half day or full day increments.

33

34 **Section 8.2. Vacations.**

35 Eligible employees earn vacations according to this schedule:

36		
37	One through six years	Two (2) weeks per year
38	Seven through twelve years	Three (3) weeks per year
39	Thirteen through nineteen	Four (4) weeks per year
40	Twenty or more	Five (5) weeks per year
41		

42 Employees with thirteen or more years of service will have the option of selling one week of vacation.

43

44 **Section 8.2.1. Cessation of Vacation Allowance.**

45 An employee will cease to earn a vacation allowance if the employee changes from full-time  
46 status to part-time basis. However, the employee will be entitled to any vacation allowance  
47 earned to the date of change if the employee has completed twelve (12) months or more of

1 continuous service. If he later returns to full status, he will begin accruing vacation credits  
2 from the new date, with no credit given for earlier service.

3  
4 **Section 8.2.2. Scheduling of Vacation.**

5 The method of scheduling shall be according to the desires of employees and the District.  
6 Employee desires are given consideration on the basis of seniority on the job, and length of  
7 services with the District. Also considered is the wish of married people to coincide their  
8 vacation with those of their family, hand-in-hand with management's responsibility to maintain  
9 continuous operations. Work stations must also be adequately staffed to avoid placing an  
10 undue burden on other non-vacating employees. Decision on employee's schedules will be  
11 made with all mentioned above plus those implied. Vacations must be reviewed and approved  
12 by the Office of the Superintendent.

13  
14 **Section 8.2.3. Changing Vacation Time.**

15 Once a vacation time has been chosen by the employee and the remainder of the employees  
16 have been scheduled, the schedule will be considered permanent for that year. However, if the  
17 employee wishes to change their vacation due to circumstances beyond their control, the  
18 management will consider it, but only if the period is available. In this case, an employee  
19 cannot move another employee out of their vacation time if the employee does not so consent.

20  
21 **Section 8.2.4. Vacation Accumulation.**

22 Accumulation of vacations is not permitted. Vacations are non-continuous from one year to the  
23 next.

24  
25 **Section 8.2.5. Vacation Allowance Credit.**

26 Vacation allowances are earned on a month-to-month basis. If an employee terminates for any  
27 reason after completing twelve (12) months or more of continuous service, their final salary is  
28 adjusted for the number of vacation days due to, or due from, them since their last employment  
29 anniversary date.

30  
31  
32  
33 **ARTICLE IX**

34  
35 **LEAVES**

36  
37 **Inclement Weather and Other Emergency Related Events.**

38 Currently there are three ways available to classified people to work with late starts. 1 – Work with  
39 their administrator to make up the time, 2 – use sick or personal leave time, 3 – take as no pay. These  
40 requests must be made before the end of the following month.

41  
42 **Section 9.1. Sick Leave.**

43  
44 **Section 9.1.1.**

45 Each employee shall accumulate one (1) day of sick leave for each calendar month worked,  
46 provided, however, that no employee shall accumulate less than twelve (12) calendar days of  
47 sick leave per school year. An employee who works fifteen (15) days in any calendar month  
48 will be given credit for the full month.

1           **Section 9.1.2.**

2 Sick leave shall be vested when earned and may be accumulated up to one hundred eighty  
3 (180) days. The District shall project the number of annual days of sick leave at the beginning  
4 of the school year according to the estimated calendar months the employee is to work during  
5 that year. The employee shall be eligible for the projected number of sick leave days at the  
6 beginning of the school year. For the purposes of this section, sick leave shall be accrued,  
7 projected and expended on the basis of regular workdays.  
8

9           **Section 9.1.3.**

10 In the event an employee is absent for reasons which are covered by State Industrial Insurance,  
11 any time loss shall not be deducted from sick leave; provided, however, the employee may  
12 apply any accumulated sick leave to any required waiting period; and provided further, that  
13 double payment does not result.  
14

15           **Section 9.1.4.**

16 Employees may exercise an option to receive remuneration for unused sick leave that was  
17 accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the  
18 employee for each four (4) days of accrued leave for illness or injury. A maximum of one  
19 hundred and eighty (180) sick leave days shall be the limit for computation purposes under this  
20 cash out section. The aforementioned maximum may be less than the actual accrued sick leave  
21 of an employee but shall prevail in this specific application.  
22

23           **Section 9.1.5.**

24 The District agrees to participate in the employee incentive program as written in RCW  
25 28A.400.210.  
26

27           **Section 9.1.6.**

28 The South Bend School District recognizes the value and importance of an employee's  
29 regular and consistent attendance. As an incentive to encourage regular attendance, the  
30 District will recognize an employee's exceptional attendance. PSE/SEIU LOCAL 1948  
31 represented employees who are not absent from work for any time and for any reason other  
32 than earned vacation time, immediate family bereavement, District directed professional  
33 development activities and required jury duty shall receive a monetary award twice per  
34 year. Full-time employees' vacation time needs to be taken outside of student attendance  
35 days to be counted for extra pay.  
36

37 Those who qualify will receive an additional day of pay equivalent to the average hours  
38 worked on their February paycheck (calculated in January). Those who qualify during the  
39 second half of the school year will be rewarded on their July paycheck (calculated in June).  
40

41           **Section 9.2. Bereavement Leave.**

42 Employees shall be entitled to a maximum of five (5) days leave, with pay, for absence caused by  
43 death of an employee's child, spouse, parent, step-parent, grandparent, sibling, or parent-in-law. Such  
44 bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative.  
45 Additional time, which may be required by the employee, shall be deducted from the employee's  
46 accrued sick leave up to a limit of five additional days. Additional approved bereavement days beyond  
47 the five additional days will be without pay.  
48

1 **Section 9.3. Personal Leave Days.**

2  
3 **Section 9.3.1.**

4 Employees shall be credited with two (2) personal leave days during each school year, but may  
5 accumulate to three (3) and may cash out any of those days beyond the three (3) accumulated at  
6 the employee’s regular rate. Personal leave days to be scheduled a minimum of one (1) week in  
7 advance and be approved by the employee’s immediate supervisor. The minimum scheduling  
8 requirement may be waived by the employee’s immediate supervisor on a case-by-case basis.  
9 The Union recognizes the Employer’s obligation to provide service to the District and that  
10 some personal days may be rejected if a hardship may be placed on the District.  
11

12 **Section 9.4.**

13 The Employer agrees to comply with the Washington State and Federal family and medical leave laws.  
14

15 **Section 9.5. Judicial Leave.**

16 Employees shall be allowed time off without loss of pay for serving on jury duty. Compensation  
17 received from the court, excluding mileage, shall promptly be refunded to the Employer. All  
18 employees are required to seek such compensation from the court.  
19

20 **Section 9.6. Leave of Absence.**

21  
22 **Section 9.6.1.**

23 Leave shall not be granted in order to take or “try out” a job outside the school district or for  
24 recreational or travel pursuits.  
25

26 **Section 9.6.2.**

27 The returning employee will be assigned a position as identified in the leave grant.  
28

29 **Section 9.7.**

30 The employee will retain accrued unused sick leave, vested and unused vacation rights, and seniority  
31 rights while on leave of absence. However, vacation credits, sick leave and seniority shall not accrue  
32 while the employee is on leave of absence; provided, however, that if such leave is approved for  
33 extended illness or injury, including industrial accident or industrial illness, seniority shall accrue.  
34  
35  
36

37 **ARTICLE X**

38 **SENIORITY AND LAYOFF PROCEDURES**

39  
40  
41 **Section 10.1.**

42 The seniority of an employee is within their work classification and shall be established as of the date  
43 on which the employee began bargaining unit employment (hereinafter "hire date"), excluding time  
44 worked as a substitute, unless such seniority shall be lost as herein provided.  
45  
46  
47  
48



1 **Section 10.2.**

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

- 3
- 4 a. Resignation.
- 5
- 6 b. Discharge for just cause.
- 7
- 8 c. Retirement.
- 9

10 **Section 10.3.**

11 Seniority rights shall not be lost for the following reasons:

- 12
- 13 a. Time lost by the reason of industrial accident or industrial illness attributed to District
- 14 employment.
- 15
- 16 b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 17 United States.
- 18
- 19 c. Time spent on authorized leaves.
- 20
- 21 d. Layoffs less than one year in duration.
- 22

23 **Section 10.4.**

24 Seniority rights shall be effective within the general job classification in which the employee is

25 currently working. The general job classifications are:

26

27 Custodial / Maintenance

28 Food Service

29 Paraeducator

30 Secretarial

31 Transportation

32

33 **Section 10.4.1.**

34 If no qualified employee from a classification applies for a position, District seniority will

35 always be considered, but ability to perform the duties of the job position shall remain the

36 primary consideration for hiring.

37

38 **Section 10.5.**

39 Employees shall be provided with written notification of classifications or job assignments which are

40 new or have become vacant. Employees shall have an opportunity to apply for such position(s) or

41 assignments prior to the offering of the vacant/new position or job assignments to

42 individuals outside of the bargaining unit. Notices shall be posted a minimum of two (2) work days

43 prior to soliciting applications outside of the bargaining unit.

44

45 **Section 10.5.1.**

46 Positions which increase more than one (1) hour per day and/or five (5) hours per week

47 [assuming a five (5) day per week position] will be posted for bid.

48



1 **Section 11.1.1.**

2 Discharge of an employee for just cause may be immediate.

3  
4 **Section 11.1.2. Employee Rights.**

5 All employees within the bargaining unit shall be entitled to the following protection.

- 6  
7 a. **Application of Discipline.** Any formal discipline of employees shall be applied by the  
8 employee's direct supervisor, Principal or Superintendent. Discipline shall normally  
9 include documented oral warnings, written warnings, suspension or discharge for just  
10 cause. No employee covered by this agreement shall formally discipline another  
11 employee; provided, however, nothing in this provision shall prevent such employee  
12 from directing the workforce when so assigned by the Employer.
- 13  
14 b. An employee subject to discipline shall be afforded the right to have the classification  
15 representative and/or Union representative present.

16  
17 **Section 11.1.3. Investigations and Interrogations.**

18 The employee shall be informed in writing, of the nature of the investigation and whether  
19 the employee is a witness or a suspect before any interrogation commences, including the  
20 name, address, and other information necessary to reasonably apprise the employee of  
21 allegations of such complaint. The written notification shall also advise the employee of  
22 their right to have Union representation present during any and all interviews.

23  
24 **Section 11.1.4.**

25 Any interrogation of an employee shall be at a reasonable hour, when the employee is working,  
26 unless the exigencies of the investigation dictate otherwise.

27  
28 **Section 11.1.5.**

29 The interrogation, which shall not violate the employee's constitutional rights, shall take place  
30 at the employer's facility, except when impractical. The employee shall be afforded an  
31 opportunity and facilities to contact and consult privately with the classification representative  
32 and/or Union representative before being interrogated. The classification representative and/or  
33 Union representative shall be present during the interrogation, if requested, but may not  
34 participate in the interrogation except to request a caucus to counsel the employee.

35  
36 **Section 11.1.6.**

37 The questioning shall not be overly long and the employee shall be entitled to such reasonable  
38 intermissions as the employee shall request for personal necessities, telephone calls and  
39 counseling.

40  
41 **Section 11.1.7.**

42 The employee shall not be subject to any offensive language, nor shall the employee be  
43 threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to  
44 obtain the employee's resignation, nor shall the employee be intimidated in any other manner.  
45 No promises or rewards shall be made as an inducement to answer questions.

1           **Section 11.1.8.**

2           An employee may request an attorney of their choosing to be present during an investigation.  
3           The cost of such attorney shall be paid by the employee requesting such attorney.

4  
5           **Section 11.1.9. Polygraph Test.**

6           No employee shall be required to take or be subjected to any polygraph as a condition of  
7           continued employment.

8  
9           **Section 11.1.10. Substance Abuse Test.**

10          No employee, except those employees required by state or federal law, shall be required to take  
11          or be subjected to any random alcohol or drug testing as a condition of continued employment.

12  
13         **Section 11.2. Indemnification.**

14  
15           **Section 11.2.1.**

16           The Union shall indemnify the employer and save it harmless against any and all claims,  
17           demands, suits or other forms of liability that might arise out of the implementation or  
18           administration of any part of this agreement.

19  
20         **Section 11.3.**

21         All paraprofessionals, except those hired strictly for translation, must have earned a secondary school  
22         diploma or its recognized equivalent, AND must have:

- 23  
24           (1) completed at least two years of study at an institution of higher education (60 semester hours); or  
25           (2) obtained an associate's (or higher) degree; or  
26           (3) met a rigorous standard of quality and can demonstrate, through a formal state or local academic  
27           assessment the knowledge of, and the ability to assist in instructing, reading, writing, and  
28           mathematics.

29  
30         Until such time as the state produces or approves of a formal state academic assessment, the local  
31         academic assessment for paraprofessionals newly hired will be the passage of the entrance  
32         examinations for College Level work at Grays Harbor College in the areas of Reading, Writing and  
33         Mathematics. After the state produces a formal academic assessment all paraprofessionals will be  
34         required to meet the state standards through the completion of the formal state assessment or by  
35         meeting subsections (1) or (2) above.

36  
37         Paraprofessionals hired prior to January 8, 2002, must meet the new qualifications by January 8,  
38         2006, except that all paraprofessionals must have earned a secondary school diploma or its  
39         recognized equivalent, regardless of their hiring date. Those hired after January 8, 2002 must meet  
40         those standards as of the signing of this current contract.

41  
42         The District agrees to reimburse each paraprofessional employed as of the date of this contract and  
43         not meeting either subsection (1) or (2) above the fee charged to take the state academic  
44         assessment the first time it is taken by the paraprofessional. Costs related to any subsequent  
45         retakes of the test will be the responsibility of the paraprofessional.

1 Any paraprofessional not meeting the required state qualifications as required by the state and in  
2 this contract as of January 8, 2006 will be discharged as of that date with loss of seniority and  
3 without any rights of re-employment.  
4

5 **Section 11.4.**

6 The District shall have the right to hire temporary seasonal labor (Christmas break, spring break  
7 and summer break) at no less than \$12.00 per hour to assist with general maintenance of the  
8 District. First consideration will be given to interested members of the bargaining unit. Such labor  
9 shall not decrease hours of current employees.  
10  
11

12  
13 **ARTICLE XII**

14  
15 **INSURANCE AND RETIREMENT**  
16

17 **Section 12.1. Health and Welfare.**

18  
19 **Section 12.1.1.**

20 Each employee who works four (4) hours or more each scheduled work day shall be eligible for  
21 a prorated share of the monthly dollar amount allocated by the State of Washington for District  
22 approved and District paid insurance premiums.  
23

24 **Section 12.1.2.**

25 Premium costs in excess of the employee's prorated share (based on 1440 hours) shall be borne  
26 by the part-time employees, provided that the unused balance of medical funds shall be divided  
27 equally amongst those employees, covered by this Agreement, who need more than what is  
28 allocated by the State. The window period for inclusion in the insurance pool shall be from  
29 October 1 through October 31 of each year.  
30

31 **Section 12.1.3.**

32 Any and all monies which remain in the insurance pool at the end of the employer's fiscal year,  
33 (which have not been expended for the benefit of the members in the pool), shall be carried  
34 forward and put into the insurance pool for the next fiscal year. These excess funds shall be  
35 used exclusively for the benefit of the members in the insurance pool.  
36

37 **Section 12.1.4.**

38 The District shall pass through to the classified employees, in the manner agreed to in 13.1.1.  
39 and 13.1.2., all appropriate revenues for health care received from the State for the purpose for  
40 classified employees. The District shall be responsible for paying any backout monies required  
41 for funding of retired persons.  
42

43 **Section 12.2.**

44 Section 125 of the Internal Revenue Code allows an Employer to provide its employees the  
45 election to be paid with cash compensation or certain other permissible tax free benefits in a  
46 "Cafeteria Plan" and under such Section 125 "Cafeteria Plan", employees may elect a voluntary  
47 salary reduction to meet the total cost of eligible fringe benefits, such salary reduction amounts, if  
48 pursuant to a qualified plan, are not subject to Federal taxes, including income taxes, social

1 security taxes, or Federal unemployment taxes. Specific information on this program shall be  
2 provided to new hires and other employees upon request.

3  
4 **Section 12.3.**

5 Employees shall be allowed to participate in the VEBA III program. VEBA III has been  
6 established by the VEBA Board of Trustees to allow eligible school district employees in the State  
7 of Washington to have remuneration for unused sick leave deposited into a VEBA Post-Retirement  
8 Medical Reserve Trust Account on their behalf. The Employer shall provide the specific  
9 information on this benefit upon request and to all new hires.

10  
11 **Section 12.4.**

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

14  
15 **Section 12.5.**

16 The District shall make contributions to an Unemployment Compensation Fund requisite to  
17 providing unemployment benefits for all employees subject to this Agreement.

18  
19 **Section 12.6.**

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

23  
24 **Section 12.7.**

25 Employees shall be provided with Employer paid life insurance coverage in the amount of fifty  
26 thousand dollars (\$50,000). If offered by the provider, employees shall be permitted to purchase  
27 additional coverage at their own expense.

28  
29  
30  
31 **ARTICLE XIII**

32  
33 **STAFF DEVELOPMENT**

34  
35 **Section 13.1.**

36 The District recognizes the benefits of offering training opportunities to its employees in order to  
37 achieve a higher level of individual competence and quality of work performance. Each year of this  
38 agreement the District shall make a minimum of \$2,000 available to the employees subject to this  
39 agreement for costs for requested professional development training. Such payment and/or  
40 reimbursement shall be limited to \$350 per employee per year on a first-come, first-serve basis. Such  
41 training shall be in consultation with and approved by the employee's supervisor. In the event the  
42 \$2,000 is not completely utilized by May 1 of each year, employees may, on a first-come, first-serve  
43 basis, receive payment and/or reimbursement for additional training beyond the \$350 limit referred to  
44 above. Any funds as stated in this section not used in any particular year shall not be carried over into  
45 the next fiscal year. Funding sources shall include District funds, state and federal categorical  
46 programs, legislative funding, grants and other available funds.

1 **Section 13.2. Training.**

2  
3 **Section 13.2.1.**

4 Employees mandated by the District and/or the State of Washington to attend training courses,  
5 as a condition of employment, shall be compensated at the employee's applicable rate of pay.  
6 The employer shall pay for tuition or registration fees and reasonable expenses incurred  
7 incident to attendance. Travel time will be paid at the employees regular rate with prior  
8 approval of building administrator. If those hours are above 40 hours per week they will be  
9 paid at the overtime rate.

10  
11 Medical examinations, including drug and alcohol screens, CDL, DOT physicals, first aid,  
12 CPR, finger-printing, and health cards required as a condition of employment shall be paid  
13 by the District.

14  
15 **Section 13.2.2.**

16 Voluntary attendance at non-required training courses, for the purpose of individual career  
17 enhancement, shall not be considered compensable time, provided that the following four  
18 general principles are met:

- 19  
20 a. Attendance must occur outside the employee's regular hours; and  
21  
22 b. Attendance must in fact be voluntary (it is not voluntary if attendance is required by  
23 the Employer or if the employee is led to believe that non-attendance will prejudice  
24 work conditions or employment standing); and  
25  
26 c. The employee must do no productive work while attending; and  
27  
28 d. The program, lecture, or meeting should not be directly related to the employee's  
29 job. (It is directly related to the employee's job if it aids the employee in handling  
30 the employee's present job better, as distinguished from teaching the employee  
31 another job or a new or additional skill).

32  
33  
34  
35 **ARTICLE XIV**

36  
37 **GRIEVANCE PROCEDURE**

38  
39 **Section 14.1.**

40 The purpose of this Article is to provide a prompt settlement of employee grievances over the  
41 interpretation or application of the specific terms of this Agreement.

42  
43 **Section 14.1.1.**

44 A grievance is defined as an alleged violation of a specific section of this Agreement.  
45  
46  
47  
48

1 **Section 14.2. Grievance Steps.**

2  
3 **Section 14.2.1.**

4 The employee shall first discuss the grievance with the immediate supervisor. All grievances  
5 not brought to the immediate supervisor in accordance with the preceding sentence within  
6 fifteen (15) work days of the occurrence of the grievance shall be invalid and subject to no  
7 further processing.

8  
9 **Section 14.2.2.**

10 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
11 paragraph, the employee shall reduce to writing a statement of the grievance containing the  
12 following:

- 13 a. The facts on which the grievance is based,  
14 b. A reference to the provision in this Agreement which have been allegedly violated, and  
15 c. The remedy sought.

16  
17 The employee shall submit the written statement of grievance to the immediate supervisor for  
18 reconsideration and shall submit a copy to the superintendent. If the employee wishes, the  
19 employee may be accompanied by a Union representative at subsequent discussions or  
20 meetings.

21  
22 The parties will have five (5) work days from submission of the written statement of grievance  
23 to meet in an effort to resolve it. Within three (3) work days from the date of that meeting the  
24 immediate supervisor shall provide the grievant with a written statement indicating the  
25 disposition of the grievance.

26  
27 **Section 14.2.3.**

28 If no settlement has been reached as a result of the preceding paragraph, and the Union believes  
29 the grievance to be valid, a written statement of grievance shall be submitted within ten (10)  
30 work days to the District Superintendent or the Superintendent's designee. After such  
31 submission, the parties will meet within five (5) work days in an effort to resolve the grievance.  
32 Within five (5) work days of the conclusion of that meeting the superintendent/designee shall  
33 issue a written statement indicating the disposition of the grievance.

34  
35 **Section 14.2.4.**

36 If no settlement has been reached as a result of the preceding paragraph, and if the Union still  
37 believes the grievance to be valid, the Union may request arbitration.

38  
39 **Section 14.3.**

40 If the Association is not satisfied with the disposition of the grievance at the previous step, the  
41 Association can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall  
42 be selected by the American Arbitration Association in accord with its rules, which shall likewise  
43 govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to  
44 assert, in such arbitration proceeding, any grounds not previously disclosed to the other party.

45  
46 The arbitrator shall be without power to authority to render a decision which could require the  
47 commission of an act prohibited by law or which is contrary to the terms of the agreement. The  
48 arbitrator shall have no power to add to, subtract from, modify, or amend any of the terms of this



1 agreement. The arbitrator shall have no power to substitute his/her discretion for that of the board in  
2 any matter that has not been specifically contracted away by the board via the express terms and  
3 conditions of this agreement. The arbitrator shall be without power or authority to assess punitive  
4 damages against either party. The decision of the arbitrator will be submitted to the Association and  
5 the board and will be final and binding upon them. The costs and expenses of the arbitrator will be  
6 borne equally by the Association and by the District. All other costs will be borne by the party  
7 incurring them.

## 11 **ARTICLE XV**

### 13 **SALARIES AND EMPLOYEE COMPENSATION**

#### 15 **Section 15.1.**

16 Employees shall be compensated in accordance with the provisions of this agreement for actual time  
17 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours  
18 worked, and rates paid with each paycheck.

#### 20 **Section 15.1.1.**

21 An employee who performs work in a higher paying classification will be paid at the rate of  
22 the higher classification for such work performed, providing the position is at least three (3)  
23 hours or more per day.

#### 25 **Section 15.2.**

26 Salaries for employees subject to this agreement are contained in Schedule A attached hereto and by  
27 this reference incorporated herein.

#### 28 **Section 15.2.1.**

29 Employees hired between September 1 and the last day of February shall be considered as  
30 employees for a full year as of September 1 of the year following their hiring. Employees hired  
31 between March 1 and August 31 shall not be eligible to advance on the salary schedule until  
32 September 1 of the second school year that follows the school year in which they were  
33 employed.

#### 35 **Section 15.2.2.**

36 Any employee who moves to a new job position or classification shall be placed on the step  
37 reflecting their years of service with the District. This would not reflect their seniority.

#### 39 **Section 15.3. Employee Business Expenses.**

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

- 42 a. Mileage, at the maximum IRS business mileage rate, for travel between work sites via  
43 private vehicle, or during travel via private vehicle while on District business.
- 44 b. Lodging, for private room while on District business, including overnight  
45 transportation department work assignments.

- 1  
2 c. Meals, at the District established rate, while on District business which requires that  
3 the employee remain on duty during normal meal periods outside the employee's  
4 regularly schedule shift, including transportation department work assignments.  
5

6 **Section 15.4. Expense Advance.**

7 In the event that an employee is required to travel on District business, including transportation  
8 department work assignments, and the employee so requests, the District shall issue a travel advance in  
9 an amount sufficient to provide that employee with funds to meet anticipated expenses.  
10

11 **Section 15.5.**

12 In a school year of less than one hundred eighty (180) days, employees shall receive the equivalent  
13 number of professional development days needed to equal 180 days. The length of each professional  
14 development day will be the same as the length of that employee's workday or workdays related to  
15 employee's job.  
16  
17  
18

19 **ARTICLE XVI**

20 **TERM AND SEPARABILITY OF PROVISIONS**

21 **Section 16.1.**

22 The term of this agreement shall be September 1, 2014 to August 31, 2018.  
23

24 **Section 16.2.**

25 All provisions of this agreement shall be applicable to the entire term of this agreement  
26 notwithstanding its execution date, except as proved in the following section.  
27  
28

29 **Section 16.3.**

30 This agreement may be reopened and modified at any time during its term upon mutual consent of the  
31 parties in writing, provided, however, that any raise provided for by the state legislature will be passed  
32 onto employees.  
33  
34

35 **Section 16.3.1. Schedule A**

- 36 • Effective September 1, 2015, all wages on Schedule A shall be increased an additional 2%  
37 or the COLA, whichever is greater.  
38 • Effective September 1, 2016, all wages on Schedule A shall be increased an additional 2%  
39 or the COLA, whichever is greater.  
40 • Effective September 1, 2017, all wages on Schedule A shall be increased an additional 1%  
41 or the COLA, whichever is greater  
42

43 **Section 16.4.**

44 If any provision of this agreement or the application of any such provision is held invalid, the  
45 remainder of this agreement shall not be affected thereby.  
46  
47  
48

1 **Section 16.5.**

2 Neither party shall be compelled to comply with any provision of this agreement which conflicts with  
3 State or Federal statutes or regulations promulgated pursuant thereto that were enacted prior to the  
4 effective date of this agreement.  
5

6 **Section 16.6.**

7 In the event either of the two (2) previous sections is determined to apply to any provision of this  
8 agreement, such provision shall be renegotiated pursuant to Section 16.3.  
9  
10

11 **Section 16.7.**

12 The Union recognizes the right of the District to alter terms and conditions of employment so long as  
13 the terms of this agreement are not violated. The Union recognizes the right of the District to contract  
14 for bargaining unit services. The terms of this agreement shall supercede any rules, regulations,  
15 policies, or practices of the District which are contrary to or inconsistent with its terms. It is agreed that  
16 all terms and conditions of employment that were in place prior to the date of this agreement have been  
17 eliminated and replaced by the terms of this agreement. The Union additionally expressly waives  
18 bargaining for the duration of this agreement on all terms and conditions of employment that are not  
19 listed herein. The employer reserves the right to determine the qualifications of employees and the  
20 quality of their work performance. The District retains all of its rights except as those rights are  
21 expressly relinquished.  
22  
23  
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25 **ARTICLE XVII**

26 **WORK STOPPAGE/PROHIBITED ACTS**

27  
28  
29 **Section 17.1.**

30 The employees shall not cause or engage in any work stoppage, strike, mass sick out, slowdown, or  
31 other interferences with District functions. Further, it is agreed that the employees shall not resort to  
32 any form of economic pressure or coercion in support of their positions as to any dispute between the  
33 parties. Employees who engage in any of the foregoing actions shall be subject to such disciplinary  
34 actions as may be determined by the Employer up to and including termination of employment with  
35 the District.  
36

37 **Section 17.2.**

38 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in actions  
39 prohibited by Section 17.1 above.  
40

41 **Section 17.3.**

42 In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the  
43 Employer shall, as soon as possible, attempt to notify the Union of the alleged breach.  
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**SIGNATURE PAGE**

**PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948**

**PUBLIC SCHOOL EMPLOYEES OF  
SOUTH BEND**

**SOUTH BEND SCHOOL DISTRICT #118**

BY:           /signed by/            
          Kelly J. Boyes, Chapter President

BY:           /signed by            
          Steve Rogers, Chairperson, School Board

DATE:           August 28, 2014          

BY:           /signed by/            
          Jon Tienhaara, Superintendent

DATE:           August 28, 2014

**Schedule A**  
**South Bend School District**  
**September 1, 2014 – August 31, 2015**

	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>	<b>Step IV</b>	<b>Step V</b>	<b>Step VI</b>	<b>Step VII</b>
<b>Classification</b>	<b>Start</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 5 Years</b>	<b>After 7 Years</b>	<b>After 14 Years</b>	<b>After 20 Years</b>
<b>Paraeducator</b>	\$11.50	\$12.75	\$13.39	\$13.80	\$13.93	\$14.04	\$14.33
<b>Special Ed Paraeducator</b>	\$12.25	\$13.50	\$14.14	\$14.55	\$14.68	\$14.79	\$15.08
<b>Bilingual Paraeducator</b>	\$11.85	\$13.11	\$13.75	\$14.16	\$14.29	\$14.40	\$14.69
<b>Lead Teacher</b>	\$13.85	\$15.23	\$15.86	\$16.25	\$16.37	\$16.47	\$16.74
<b>Family Educator/Home Visitor</b>	\$12.35	\$13.63	\$14.28	\$14.68	\$14.80	\$14.90	\$15.18
<b>Library Paraeducator</b>	\$11.50	\$12.75	\$13.61	\$14.01	\$14.44	\$14.56	\$14.84
<b>Food Services</b>	\$11.50	\$14.44	\$15.18	\$15.65	\$15.80	\$15.90	\$16.18
<b>Head Cook</b>	\$11.50	\$16.77	\$17.58	\$18.14	\$18.29	\$18.41	\$18.68
<b>Custodian</b>	\$13.06	\$14.98	\$15.74	\$16.22	\$16.38	\$16.48	\$16.77
<b>Grounds/Custodial</b>	\$14.23	\$16.20	\$16.96	\$17.46	\$17.58	\$17.70	\$17.98
<b>Maintenance Helper</b>	\$14.23	\$16.20	\$16.96	\$17.46	\$17.58	\$17.70	\$17.98
<b>Secretary</b>	\$12.88	\$15.54	\$16.35	\$16.80	\$16.93	\$17.05	\$17.32
<b>Transportation</b>	\$14.62	\$16.37	\$17.14	\$17.65	\$17.82	\$17.93	\$18.22
<b>Driver Standby</b>	\$13.00						

Lead Teacher must have a four-year degree from an accredited public or private institution of higher learning in the field of early childhood education or child development and two years of successful work experience with adults/parents and young children OR three years of successful, relevant, documented work experience in a preschool, child care or kindergarten setting and a two or four-year degree in any field from an accredited public or private institution of higher education, and at least 30 quarter units of equivalent semester hours in the field of Early Childhood Education OR a valid Washington State Teaching Certificate which does not include an endorsement in Early Childhood Education or Early Childhood Special Education.

Family Educator/Visitor must have a two or four-year degree in the field of adult education, human development, human services, social work, early childhood education, child development, psychology, or a related field from an accredited public or private institution of higher education, and a minimum of two years successful, relevant, documented work experience with parents of young children OR a two-year or four-year degree in any field from an accredited public or private institution of higher education, and at least 30 quarter hours or the equivalent semester hours in the fields of adult education, human development, human services, early childhood education, child development or a related field and three years of successful work experience with adults/parents of young children and three years successful, relevant, documented work experience with parents of young children.

Substitute rate at Step 1.

Driver standby rate at Step 1 transportation rate.

Bilingual para – one District-designated para within building.

# Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE SOUTH BEND SCHOOL DISTRICT NO. 118 PURSUANT TO ARTICLE XVI, SECTION 16.3, OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. The new position of Early Achiever Coach at the Early Learning Center will be included in the Paraeducator classification at the following pay rates.

Position Title	Step I Start	Step II After 1 Year	Step III After 2 Years	Step IV After 5 Years	Step V After 7 Years	Step VI After 14 Years	Step VII After 20 Years
Early Achiever Coach	\$13.85	\$15.23	\$15.86	\$16.25	\$16.37	\$16.47	\$16.74

2. During the 2014-2015 school year, work hours will be variable depending on training needs.
3. During the 2015-2016 school year, the position will be guaranteed a minimum of 20 work hours per week; however, total per week hours will vary depending on training needs.
4. Prior to the start of the 2016-2017 school year, the parties will meet to review and update as needed the work hours for the Early Achiever Coach position.
5. Due to the nature of this position and its varying hours, the position of Early Achiever Coach is exempt from the reposting requirements in Section 10.5.1 of the collective bargaining agreement.
6. With district administrative approval, the hours for this position may be in combination with a position already being worked; provided, the employee does not exceed 40 hours per week.
7. The position of Early Achiever Coach is posted and open to all bargaining unit employees. Applications will be accepted in the District Office until the close of business (4:00 p.m.) on March 3, 2015.

This Memorandum of Understanding shall become effective February 25, 2015; shall remain in effect until August 31, 2018; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF SOUTH BEND

SOUTH BEND SCHOOL DISTRICT NO. 118

BY:                     /signed by/                      
Diane Farrell, Chapter President

BY:                     /signed by/                      
Jon Tienhaara, Superintendent

DATE:           February 27, 2015          

DATE:           February 25, 2015          



# Letter of Agreement

1  
2  
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING  
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND, AN  
5 AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND  
6 THE SOUTH BEND SCHOOL DISTRICT NO. 118. THIS AGREEMENT IS ENTERED INTO  
7 PURSUANT TO ARTICLE XVI, SECTION 16.3, OF THE CURRENT COLLECTIVE  
8 BARGAINING AGREEMENT.  
9  
10  
11

- 12 1. That Schedule A be amended to read as attached.  
13  
14  
15 2. That the 2015-2016 state allocation for insurance per FTE (1,440 hour base) per month  
16 referenced in Section 12.1 is \$780.00.  
17  
18  
19 3. That the 2015-2016 retiree carve-out to the Washington State Health Care Authority referenced  
20 in Section 12.1.4 is \$65.25 per FTE.  
21  
22  
23  
24

25 This Letter of Agreement shall become effective September 1, 2015; shall remain in effect until  
26 August 31, 2016; and shall be attached to the current Collective Bargaining Agreement.  
27  
28

29 PUBLIC SCHOOL EMPLOYEES  
30 OF SOUTH BEND

SOUTH BEND SCHOOL DISTRICT NO. 118

31  
32  
33 BY: Diane J. Farrell  
34 Diane Farrell, Chapter President

31  
32  
33 BY: Jon Tienhaara  
34 Jon Tienhaara, Superintendent

35  
36  
37 DATE: 8/24/15  
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37 DATE: 8.24.15  
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**SCHEDULE A**  
**South Bend School District #118**  
**September 1, 2015 – August 31, 2016**

<b>CLASSIFICATION</b>	<b>Step I</b> Start	<b>Step II</b> After 1 Year	<b>Step III</b> After 2 Years	<b>Step IV</b> After 5 Years	<b>Step V</b> After 7 Years	<b>Step VI</b> After 14 Years	<b>Step VII</b> After 20 Years
<b>Paraeducator</b>							
Paraeducator	\$11.85	\$13.13	\$13.79	\$14.21	\$14.35	\$14.46	\$14.76
Special Ed Paraeducator	\$12.62	\$13.91	\$14.56	\$14.99	\$15.12	\$15.23	\$15.53
Bilingual Paraeducator	\$12.21	\$13.50	\$14.16	\$14.58	\$14.72	\$14.83	\$15.13
Lead Teacher	\$14.27	\$15.69	\$16.34	\$16.74	\$16.86	\$16.96	\$17.24
Early Achiever Coach	\$14.27	\$15.69	\$16.34	\$16.74	\$16.86	\$16.96	\$17.24
Family Educator/Home Visitor	\$12.72	\$14.04	\$14.71	\$15.12	\$15.24	\$15.35	\$15.64
Library Paraeducator	\$11.85	\$13.13	\$14.02	\$14.43	\$14.87	\$15.00	\$15.29
<b>Food Service</b>							
Food Services	\$11.85	\$14.87	\$15.64	\$16.12	\$16.27	\$16.38	\$16.67
Head Cook	\$11.85	\$17.27	\$18.11	\$18.68	\$18.84	\$18.96	\$19.24
<b>Custodial/Maintenance</b>							
Custodian	\$13.45	\$15.43	\$16.21	\$16.71	\$16.87	\$16.97	\$17.27
Grounds/Custodial	\$14.66	\$16.69	\$17.47	\$17.98	\$18.11	\$18.23	\$18.52
Maintenance Helper	\$14.66	\$16.69	\$17.47	\$17.98	\$18.11	\$18.23	\$18.52
<b>Secretarial</b>							
Secretary	\$13.27	\$16.01	\$16.84	\$17.30	\$17.44	\$17.56	\$17.84
<b>Transportation</b>							
Transportation	\$15.06	\$16.86	\$17.65	\$18.18	\$18.35	\$18.47	\$18.77
Driver Standby	\$13.39						

Substitute rate at Step 1.

Bilingual para - one District-designated para within building.





1 **Memorandum of Understanding**

2  
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND, AN AFFILIATE OF PUBLIC  
5 SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE SOUTH BEND  
6 SCHOOL DISTRICT NO. 118 PURSUANT TO ARTICLE XVI, SECTION 16.3, OF THE  
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.  
8

9  
10 WHEREAS the 2016-2017 school calendar has been adopted by the South Bend School  
11 Board; and  
12

13 WHEREAS Monday, January 2, 2017, is a student attendance day;  
14

15 THEREFORE, the parties agree to the following:  
16

- 17 1) Section 8.1.7 of the collective bargaining agreement, which reads as follows, will be  
18 waived for the 2016 New Year's Eve Day holiday and the 2017 New Year's Day  
19 holiday.  
20

21 **Section 8.1.7. Holidays On Weekends.**

22 A holiday which falls on a Sunday shall be on the following Monday. A holiday which  
23 falls on a Saturday shall be recognized on the preceding Friday.  
24

- 25 2) During the 2016-2017 school year, the New Year's Eve Day holiday will be  
26 recognized on the preceding Thursday; and the New Year's Day holiday will be  
27 recognized on the preceding Friday.  
28  
29 3) Monday, January 2, 2017, will be a regular work day.  
30  
31 4) This is a one-time only situation and is non-precedent setting  
32  
33

34 This Memorandum of Understanding shall become effective upon signature; shall remain in effect  
35 until August 31, 2017; and shall be attached to the current Collective Bargaining Agreement.  
36

37 PUBLIC SCHOOL EMPLOYEES  
38 OF SOUTH BEND

SOUTH BEND SCHOOL DISTRICT NO. 118

39  
40 BY: *Diane Farrell*  
41 Diane Farrell, Chapter President  
42

43  
44 BY: *Jon Tienhaara*  
45 Jon Tienhaara, Superintendent  
46

47  
48 DATE: 3/15/16

DATE: 3-15-16



# Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE SOUTH BEND SCHOOL DISTRICT NO. 118. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.3 AND SECTION 16.3.1, OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. That Schedule A be amended to read as attached.
2. That the 2016-2017 state allocation for insurance premiums per FTE (1,440 hour base) per month referenced in Section 12.1.1 is \$780.00.
3. That the 2016-2017 retiree carve-out to the Washington State Health Care Authority referenced in Section 12.1.4 is \$64.39 per FTE.

This Letter of Agreement shall become effective September 1, 2016; shall remain in effect until August 31, 2017; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF SOUTH BEND

SOUTH BEND SCHOOL DISTRICT NO. 118

BY: Diane F. Farrell  
Diane Farrell, Chapter President

BY: Jon Tienhaara  
Jon Tienhaara, Superintendent

DATE: 5/12/16

DATE: 5-16-16

**SCHEDULE A**  
**South Bend School District #118**  
**September 1, 2016 – August 31, 2017**

<b>CLASSIFICATION</b>	<b>Step I Start</b>	<b>Step II After 1 Year</b>	<b>Step III After 2 Years</b>	<b>Step IV After 5 Years</b>	<b>Step V After 7 Years</b>	<b>Step VI After 14 Years</b>	<b>Step VII After 20 Years</b>
<b>Paraeducator</b>							
Paraeducator	\$12.09	\$13.39	\$14.07	\$14.49	\$14.64	\$14.75	\$15.06
Special Ed Paraeducator	\$12.87	\$14.19	\$14.85	\$15.29	\$15.42	\$15.53	\$15.84
Bilingual Paraeducator	\$12.45	\$13.77	\$14.44	\$14.87	\$15.01	\$15.13	\$15.43
Lead Teacher	\$14.56	\$16.00	\$16.67	\$17.07	\$17.20	\$17.30	\$17.58
Early Achiever Coach	\$14.56	\$16.00	\$16.67	\$17.07	\$17.20	\$17.30	\$17.58
Family Educator/Home Visitor	\$12.97	\$14.32	\$15.00	\$15.42	\$15.54	\$15.66	\$15.95
Library Paraeducator	\$12.09	\$13.39	\$14.30	\$14.72	\$15.17	\$15.30	\$15.60
<b>Food Service</b>							
Food Services	\$12.09	\$15.17	\$15.95	\$16.44	\$16.60	\$16.71	\$17.00
Head Cook	\$12.09	\$17.62	\$18.47	\$19.05	\$19.22	\$19.34	\$19.62
<b>Custodial/Maintenance</b>							
Custodian	\$13.72	\$15.74	\$16.53	\$17.04	\$17.21	\$17.31	\$17.62
Grounds/Custodial	\$14.95	\$17.02	\$17.82	\$18.34	\$18.47	\$18.59	\$18.89
Maintenance Helper	\$14.95	\$17.02	\$17.82	\$18.34	\$18.47	\$18.59	\$18.89
<b>Secretarial</b>							
Secretary	\$13.54	\$16.33	\$17.18	\$17.65	\$17.79	\$17.91	\$18.20
<b>Transportation</b>							
Transportation	\$15.36	\$17.20	\$18.00	\$18.54	\$18.72	\$18.84	\$19.15
Driver Standby	\$13.66						

Substitute rate at Step 1.

Bilingual para - one District-designated para within building.

