

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**SOUTH BEND SCHOOL DISTRICT #118**

AND

**PUBLIC SCHOOL EMPLOYEES OF SOUTH BEND**

SEPTEMBER 1, 2018 - August 31, 2022



Public School Employees of Washington / SEIU Local 1948

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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 8 **RIGHTS OF EMPLOYEES**

#### 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, marital 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.  
13  
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15 **ARTICLE IV**

16 **UNION MEMBERSHIP AND CHECKOFF**

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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, maintain membership in the Union in good standing during the period of  
23 this agreement unless membership is revoked through contact with the Union.  
24

25 The district will provide the union reasonable access to new employees of the bargaining unit for the  
26 purposes of presenting information about their bargaining unit to the new employee. The presentation  
27 may occur during a new employee orientation provided by the district, or at another time mutually  
28 agreed to by the district and the union representative. No employee may be mandated to attend the  
29 meetings or presentations by the union representative. "Reasonable access" for the purposes of this  
30 section means: (i) The access to the new employee occurs within ninety days of the employee's start  
31 date within the bargaining unit; (ii) The access is for thirty minutes; and (iii) The access occurs during  
32 the new employee's regular work hours at the employee's regular worksite, or at a location mutually  
33 agreed to by the district and the union.  
34

35 **Section 4.2**

36 The District agrees to accept dues authorizations via paper form, voice authorization or by E-signature  
37 in accordance with "E-SIGN". PSE will provide a list of those members who have agreed to union  
38 membership directly with the Association via any of the above methods. In addition, upon request,  
39 access will be given to the District to the .wav files associated with the voice authorizations.  
40

41 PSE will be the custodian of the records related to dues authorizations and agrees that, as the custodian  
42 of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.  
43

44 **Section 4.5.**

45 The District will notify the Union of all new hires within ten (10) work days of the hire date. At the  
46 time of hire, the District will inform the new hire of the terms and conditions of this article.  
47  
48

1 **Section 4.6. Political Action Committee.**

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

9  
10 **Section 4.7. Hold Harmless.**

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

14  
15 **Section 4.8. Checkoff.**

16 Upon written authorization of any public employee within the bargaining unit, the District shall deduct  
17 from the pay of such public employee the monthly amount of dues, certified by the secretary of the  
18 Public School Employees of Washington / SEIU Local 1948 (PSE), or any agency fee so certified in  
19 appropriate cases, and shall transmit the same to the treasurer of PSE/SEIU Local 1948. The District  
20 shall deduct local dues as established by the local PSE/SEIU Local 1948 chapter and remit the same to  
21 the treasurer of the local PSE/SEIU Local 1948 chapter.  
22  
23  
24

25 **ARTICLE V**

26 **UNION REPRESENTATION**

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28  
29 **Section 5.1.**

30 The Union will designate a conference committee of three (3) members who will meet with the  
31 superintendent of the District and the superintendent's representatives on a mutually agreeable regular  
32 basis to informally discuss appropriate matters. These meetings shall not be construed as negotiating  
33 sessions.  
34  
35  
36

37 **ARTICLE VI**

38 **EVALUATIONS**

39  
40  
41 **Section 6.1.**

42 Employee performance evaluations shall be conducted on a semi-annual basis for employees with two  
43 (2) years or less seniority in a position, and annually for employees with two (2) or more years  
44 seniority in a position. Evaluations are reflective of the employee's immediate supervisor's or  
45 principal's opinion of the employee's work performance during that calendar school year.  
46 Performance evaluations shall be conducted in conformance within the following guidelines.  
47  
48





1 Payment of sick leave, funeral leave, and holiday pay for days scheduled as ten (10) hour days  
2 will be paid/deducted as ten (10) hour days. The employer and employee shall mutually agree  
3 upon the modified work schedule.  
4

5 **Section 7.1.2. Comp Time.**

6 Employees in all classifications, with the exception of bus drivers, will be allowed comp  
7 time with prior approval from the building administrator. All comp time will be entered in  
8 the regular district timesheet and records will be kept in the regular district timekeeping  
9 process. Comp time will not accrue beyond forty (40) comp hours. Comp time which  
10 remains unused at the end of employee's work year will be cashed out. The following will  
11 be used to clarify the earning and use of comp time as described in this section:  
12

- 13 1. Employees will have the option of earning comp time or being paid overtime for hours  
14 worked subject to Section 7.1.1 of this agreement.
- 15 2. Employees must have administrator approval prior to the earning and use of comp time  
16 hours.
- 17 3. Authorized work in excess of eight (8) hours in a day or forty (40) hours per designated  
18 work week shall be comped at the rate of one and one-half.
- 19 4. Comped hours remaining at the end of the employee's work year shall be paid at the  
20 employee's current rate of pay.  
21

22 **Section 7.2.**

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

28 **Section 7.2.1.**

29 In the event of an unusual school closure due to inclement weather, plant inoperation, or the  
30 like, the District will notify employees to refrain from coming to work on the local radio  
31 station, via a phone tree and TV channels 4, 5 and 7.  
32

33 **Section 7.2.2.**

34 If an employee is called back to work, other than immediately before or after his/her assigned  
35 shift, the employee shall receive not less than two (2) hours pay at the appropriate rate.  
36

37 **Section 7.3.**

38 Each employee shall be assigned to a definite shift with designated times of beginning and ending.  
39

40 **Section 7.3.1.**

41 All part-time employees shall begin work the day before school starts.  
42

43 **Section 7.4.**

44 Employees who work in excess of four (4) hours per day shall be allowed a thirty (30) minute unpaid  
45 lunch break during the course of their shift. Employees shall be permitted a fifteen (15) minute break  
46 following each two (2) hours of work provided that said employee is scheduled to work more than two  
47 (2) hours that day.  
48

1           **Section 7.4.1.**

2           Employees required to work through their regular lunch periods will be given time to eat at a  
3           time established by the supervisor. In the event the District requires an employee to forego a  
4           lunch period and the employee works the entire shift, including the lunch period, the employee  
5           shall be compensated for the foregone lunch period.  
6

7           **Section 7.5.**

8           Bus drivers required to have a physical examination to drive will have the cost of an examination paid  
9           by the District; provided, that such driver receive the physical examination from a District designated  
10          physician.  
11

12          **Section 7.5.1.**

13          The District will establish shifts for transportation personnel in relation to routes, driving time,  
14          and all other regular duties assigned by the transportation supervisor. The established shift  
15          time will be based on time required to perform all regular duties assigned. Regular run  
16          assignments shall be based on seniority. That is: the longest run in time shall be offered to the  
17          most senior driver and continue in this manner through all drivers.  
18

19          **Section 7.5.2.**

20          Each driver shall receive time as allocated per day by the following schedule for the purpose of  
21          bus or eight (8) passenger van checkout, fueling, warm-up, cleaning inside and out, and safety  
22          inspections:  
23

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

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

26                   If driver drives three (3) or more buses per day - one (1) hour  
27

28                   Extra time will be allowed for unusual or emergency situations.  
29

30          **Section 7.5.3.**

31          All district buses will be driven by personnel hired primarily as district school bus drivers. The  
32          bus transportation supervisor may/will be part of the regular route driving schedule. Such  
33          drivers shall be required to have a CDL, Class B certificate, either temporary or regular permit.  
34          “Exception”: Regular or substitute drivers per previous contract language will drive all regular  
35          season trips, athletic or academic. All post season events that can be accommodated by one car  
36          or one van may be driven by other district approved personnel. This section does not allow for  
37          the use of private vehicles outside of school policy or state law.  
38  
39

40          **Section 7.5.4.**

41          All trips will be bid on a continuously rotating seniority basis with the most senior driver and  
42          continuing on down the seniority list to the least senior driver. At the bidding meetings,  
43          beginning with the most senior driver, each driver may choose two (2) trips from the list as a  
44          beginning bid. All remaining trips will be bid, in order, one at a time through the remainder of  
45          the list by seniority. New drivers will be able to bid on all extra-curricular trips, though the  
46          transportation supervisor will have the discretion during the first ninety (90) days, probation  
47          period, to deny a trip based on experience.  
48

1 If a trip that has already been bid on, comes back up for re-bid, for any reason, it reverts back to  
2 the driver under the driver who gave up the trip. There is to be one bid list. The new re-bid  
3 trips will be marked with a different mark/color.  
4

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

14 Unscheduled (less than 24 hours notice) trips may be assigned to the most available driver that  
15 may be contacted, with the attempt to contact the driver at the top of the list. No answer by  
16 phone will be considered as a refusal for that trip.  
17

18 Overtime will not be paid beyond 25 hours per month. BOTH drivers and transportation  
19 supervisor will work together to ensure that trips will not be bid by drivers which will surpass  
20 the overtime allowance. All drivers realize that if they are working in other positions whether  
21 as a sub or in a regular daily schedule that those hours count toward their 40 hours a week and  
22 will have overtime implications. Substitute drivers may be used in the event that drivers cannot  
23 be secured due to the overtime restrictions. The superintendent may approve additional OT in  
24 the case of emergencies. The 25 hour maximum will supersede all seniority rotation for extra  
25 trips.  
26

27 **Section 7.5.5.**

28 Bus drivers who drive field trips or extra curricular trips will be compensated as follows:  
29

30 Trips less than overnight:

31 Driving time at drivers wage.  
32

33 Overnight trips:

34 Driving time at drivers wage.

35 Extra full days at remote site at drivers hourly wage times eight (8) hours.  
36

37 **Section 7.5.6.**

38 Substitute drivers may be assigned as relief for regularly scheduled drivers daily run; provided,  
39 that no Union drivers are available or have refused the available work. It should be noted that  
40 regular drivers are expected to take runs as they are assigned by the transportation supervisor,  
41 unless problems with regular runs or other difficulties prevent their doing so.  
42

43 **Section 7.5.7.**

44 All Transportation employees who work more than ten (10) hours per day or more than forty  
45 (40) hours per week shall be compensated at the overtime rate of pay. There will be a  
46 maximum of 25 hours of overtime worked in any single month.  
47  
48

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

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

5  
6 **Section 7.7.**

7 The primary use of video cameras is designed to monitor student behavior. Bus drivers shall be  
8 informed on days that a camera has been placed in their assigned bus(es) prior to departure from the  
9 District bus garage. Drivers shall have the right to review the recorded videotapes for their bus(es)  
10 after making an appointment for such purposes with the transportation supervisor. Tapes will be saved  
11 one week so that the drivers may review them. Drivers may request to see tapes of days on which  
12 substitute drivers replace them. Upon request drivers may be permitted to view the tapes with the  
13 supervisor present.

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17 **ARTICLE VIII**

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19 **HOLIDAYS AND VACATIONS**

20  
21 **Section 8.1. Holidays.**

22  
23 **Section 8.1.1.**

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

25	26	27	28	29	30	31
	New Year’s Eve Day		Labor Day			
	New Year’s Day		Veteran’s Day			
	Martin Luther King Day		Thanksgiving Day			
	President’s Day		Day After Thanksgiving			
	Memorial Day		Christmas Day			
	Independence Day		*Floating Holiday			

32  
33 \* Requires two (2) weeks notice and date subject to approval of the District.

34  
35 **Section 8.1.2.**

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

38  
39 **Section 8.1.3.**

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

41	42	43	44	45
	Labor Day		Memorial Day	
	New Year’s Day		Thanksgiving Day	
	Martin Luther King Day		Day after Thanksgiving	
	President’s Day		Christmas Day	

- 46
- 47 • Effective 2015-16 school year, all part-time employees shall receive, in addition to the
- 48 above paid holidays, Veteran’s Day.

- Effective 2016-17 school year, all part-time employees shall receive, in addition to the above paid holidays, New Year's Eve Day.

**Section 8.1.4. Unworked Holidays.**

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

**Section 8.1.5. Worked Holidays.**

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

**Section 8.1.6. Holidays During Vacation.**

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

**Section 8.1.7. Holidays On Weekends.**

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

**Section 8.1.8.**

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

**Section 8.2. Vacations.**

Eligible employees earn vacations according to this schedule:

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

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

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

An employee will cease to earn a vacation allowance if the employee changes from full-time status to part-time basis. However, the employee will be entitled to any vacation allowance earned to the date of change if the employee has completed twelve (12) months or more of continuous service. If he later returns to full status, he will begin accruing vacation credits from the new date, with no credit given for earlier service.

**Section 8.2.2. Scheduling of Vacation.**

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

1 by the Office of the Superintendent.  
2

3 **Section 8.2.3. Changing Vacation Time.**

4 Once a vacation time has been chosen by the employee and the remainder of the employees  
5 have been scheduled, the schedule will be considered permanent for that year. However, if the  
6 employee wishes to change their vacation due to circumstances beyond their control, the  
7 management will consider it, but only if the period is available. In this case, an employee  
8 cannot move another employee out of their vacation time if the employee does not so consent.  
9

10 **Section 8.2.4. Vacation Accumulation.**

11 Accumulation of vacations is not permitted. Vacations are non-continuous from one year to the  
12 next.  
13

14 **Section 8.2.5. Vacation Allowance Credit.**

15 Vacation allowances are earned on a month-to-month basis. If an employee terminates for any  
16 reason after completing twelve (12) months or more of continuous service, their final salary is  
17 adjusted for the number of vacation days due to, or due from, them since their last employment  
18 anniversary date.  
19  
20  
21

22 **ARTICLE IX**

23 **LEAVES**

24 **Inclement Weather and Other Emergency Related Events.**

25 Currently there are three ways available to classified people to work with late starts. 1 – Work with  
26 their administrator to make up the time, 2 – use sick or personal leave time, 3 – take as no pay. These  
27 requests must be made before the end of the following month.  
28  
29  
30

31 **Section 9.1. Sick Leave.**

32 **Section 9.1.1.**

33 Each employee shall accumulate one (1) day of sick leave for each calendar month worked,  
34 provided, however, that no employee shall accumulate less than twelve (12) calendar days of  
35 sick leave per school year. An employee who works fifteen (15) days in any calendar month  
36 will be given credit for the full month.  
37  
38

39 **Section 9.1.2.**

40 Sick leave shall be vested when earned and may be accumulated up to one hundred eighty  
41 (180) days. The District shall project the number of annual days of sick leave at the beginning  
42 of the school year according to the estimated calendar months the employee is to work during  
43 that year. The employee shall be eligible for the projected number of sick leave days at the  
44 beginning of the school year. For the purposes of this section, sick leave shall be accrued,  
45 projected and expended on the basis of regular workdays.  
46  
47  
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1 **Section 9.1.3.**

2 In the event an employee is absent for reasons which are covered by State Industrial Insurance,  
3 any time loss shall not be deducted from sick leave; provided, however, the employee may  
4 apply any accumulated sick leave to any required waiting period; and provided further, that  
5 double payment does not result.  
6

7 **Section 9.1.4.**

8 Employees may exercise an option to receive remuneration for unused sick leave that was  
9 accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the  
10 employee for each four (4) days of accrued leave for illness or injury. A maximum of one  
11 hundred and eighty (180) sick leave days shall be the limit for computation purposes under this  
12 cash out section. The aforementioned maximum may be less than the actual accrued sick leave  
13 of an employee but shall prevail in this specific application.  
14

15 **Section 9.1.5.**

16 The District agrees to participate in the employee incentive program as written in RCW  
17 28A.400.210.  
18

19 **Section 9.1.6.**

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

29 Those who qualify will receive an additional day of pay equivalent to the average hours  
30 worked on their February paycheck (calculated in January). Those who qualify during the  
31 second half of the school year will be rewarded on their July paycheck (calculated in June).  
32

33 **Section 9.1.7**

- 34 A. Each substitute employee shall accrue one hour of paid sick leave for every forty  
35 (40) hours worked. A maximum of forty (40) hours of sick leave may be carried  
36 over into the following year.  
37 B. Sick leave accrued while a substitute employee shall not be lost when the employee  
38 is hired as a regular full-time employee.  
39 C. When a substitute separates from employment, accrued sick leave cannot be cashed  
40 out, however, if the employee is rehired within twelve (12) months of separation,  
41 previously accrued unused sick leave shall be reinstated. Substitute employees do  
42 not have sick leave cash out rights and are not eligible to participate in sick leave  
43 incentive programs.  
44  
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1 **Section 9.2. Bereavement Leave.**

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

8  
9 **Section 9.3. Personal Leave Days.**

10  
11 **Section 9.3.1.**

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

19  
20 **Section 9.4.**

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

22  
23 **Section 9.5. Judicial Leave.**

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

27  
28 **Section 9.6. Leave of Absence.**

29  
30 **Section 9.6.1.**

31 Leave shall not be granted in order to take or "try out" a job outside the school district or for  
32 recreational or travel pursuits.

33  
34 **Section 9.6.2.**

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

36  
37 **Section 9.7.**

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



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**ARTICLE X**

**SENIORITY AND LAYOFF PROCEDURES**

**Section 10.1.**

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

**Section 10.2.**

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

- a. Resignation.
- b. Discharge for just cause.
- c. Retirement.

**Section 10.3.**

Seniority rights shall not be lost for the following reasons:

- a. Time lost by the reason of industrial accident or industrial illness attributed to District employment.
- b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- c. Time spent on authorized leaves.
- d. Layoffs less than one year in duration.

**Section 10.4.**

Seniority rights shall be effective within the general job classification in which the employee is currently working. The general job classifications are:

- Custodial / Maintenance
- Food Service
- Paraeducator
- Secretarial
- Transportation

**Section 10.4.1.**

If no qualified employee from a classification applies for a position, District seniority will always be considered, but ability to perform the duties of the job position shall remain the primary consideration for hiring.

1 **Section 10.5.**

2 Employees shall be provided with written notification of classifications or job assignments which are  
3 new or have become vacant. Employees shall have an opportunity to apply for such position(s) or  
4 assignments prior to the offering of the vacant/new position or job assignments to  
5 individuals outside of the bargaining unit. Notices shall be posted a minimum of two (2) work days  
6 prior to soliciting applications outside of the bargaining unit.  
7

8 **Section 10.5.1.**

9 Positions which increase more than one (1) hour per day and/or five (5) hours per week  
10 [assuming a five (5) day per week position] will be posted for bid.  
11

12 **Section 10.5.2 Trial period.**

13 Any promotion or voluntary change shall be considered a trial placement for a period of ten  
14 (10) work days. Within the trial period, if the employee finds such change of work performed  
15 unsatisfactory, upon written request the employee may revert to the employee's former job  
16 assignment without prejudice.  
17

18 In the event the above occurs the District will have ten (10) work days to fulfill and train for the  
19 position.  
20

21 **Section 10.6.**

22 When two (2) or more individuals are competing for the same assignment within a classification, the  
23 individual with the earliest hire date shall be given prime consideration, provided that said individual  
24 possesses the skills and job qualifications as outlined in the job description for the position. An  
25 employee's seniority shall also be considered for retention in layoffs, provided, however, the District  
26 may bypass seniority standing when ability, performance or job skill of a junior employee is greater  
27 than that of the senior employee. If the Employer determines that seniority rights should not govern,  
28 the Employer shall inform the employee, in writing, as to the specific reasons for not allowing  
29 seniority to prevail. Ability to perform the duties of the job position shall remain the primary  
30 consideration for hiring.  
31

32 **Section 10.7.**

33 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by  
34 the Employer according to layoff ranking, such employees are to have priority in filling an opening in  
35 the classification held immediately prior to layoff, providing the skills are commensurate with the job  
36 requirements. Names shall remain on the re-employment list for one year.  
37

38 **Section 10.8.**

39 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
40 and shall thereafter promptly advise the District in writing of any change of address.  
41

42 **Section 10.9.**

43 An employee on layoff status who rejects an offer of re-employment, provided that such employee was  
44 offered a position substantially equal to that held prior to layoff shall be deemed to have severed  
45 his/her employment relationship with the Employer.  
46  
47  
48

1 **Section 10.10.**

2 Should the Employer decide to layoff an employee because of job elimination or reduction in force, the  
3 employee shall be entitled to fourteen (14) calendar days prior notification.  
4  
5

6  
7 **ARTICLE XI**

8  
9 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

10  
11 **Section 11.1.**

12 The District reserves the right to discipline or discharge an employee for just cause.  
13

14 **Section 11.1.1.**

15 Discharge of an employee for just cause may be immediate.  
16

17 **Section 11.1.2. Employee Rights.**

18 All employees within the bargaining unit shall be entitled to the following protection.  
19

- 20 a. Application of Discipline. Any formal discipline of employees shall be applied by the  
21 employee's direct supervisor, Principal or Superintendent. Discipline shall normally  
22 include documented oral warnings, written warnings, suspension or discharge for just  
23 cause. No employee covered by this agreement shall formally discipline another  
24 employee; provided, however, nothing in this provision shall prevent such employee  
25 from directing the workforce when so assigned by the Employer.  
26
- 27 b. An employee subject to discipline shall be afforded the right to have the classification  
28 representative and/or Union representative present.  
29

30 **Section 11.1.3. Investigations and Interrogations.**

31 The employee shall be informed in writing, of the nature of the investigation and whether  
32 the employee is a witness or a suspect before any interrogation commences, including the  
33 name, address, and other information necessary to reasonably apprise the employee of  
34 allegations of such complaint. The written notification shall also advise the employee of  
35 their right to have Union representation present during any and all interviews.  
36

37 **Section 11.1.4.**

38 Any interrogation of an employee shall be at a reasonable hour, when the employee is working,  
39 unless the exigencies of the investigation dictate otherwise.  
40

41 **Section 11.1.5.**

42 The interrogation, which shall not violate the employee's constitutional rights, shall take place  
43 at the employer's facility, except when impractical. The employee shall be afforded an  
44 opportunity and facilities to contact and consult privately with the classification representative  
45 and/or Union representative before being interrogated. The classification representative and/or  
46 Union representative shall be present during the interrogation, if requested, but may not  
47 participate in the interrogation except to request a caucus to counsel the employee.  
48

1           **Section 11.1.6.**

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

5  
6           **Section 11.1.7.**

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

11  
12          **Section 11.1.8.**

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

15  
16          **Section 11.1.9. Polygraph Test.**

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

19  
20          **Section 11.1.10. Substance Abuse Test.**

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

23  
24          **Section 11.2. Indemnification.**

25  
26          **Section 11.2.1.**

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

30  
31          **Section 11.3.**

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

- 34  
35          (1) completed at least two years of study at an institution of higher education (60 semester hours); or  
36          (2) obtained an associate’s (or higher) degree; or  
37          (3) met a rigorous standard of quality and can demonstrate, through a formal state or local academic  
38          assessment the knowledge of, and the ability to assist in instructing, reading, writing, and  
39          mathematics.

40  
41          Until such time as the state produces or approves of a formal state academic assessment, the local  
42          academic assessment for paraprofessionals newly hired will be the passage of the entrance  
43          examinations for College Level work at Grays Harbor College in the areas of Reading, Writing and  
44          Mathematics. After the state produces a formal academic assessment all paraprofessionals will be  
45          required to meet the state standards through the completion of the formal state assessment or by  
46          meeting subsections (1) or (2) above.

1 Paraprofessionals hired prior to January 8, 2002, must meet the new qualifications by January 8,  
2 2006, except that all paraprofessionals must have earned a secondary school diploma or its  
3 recognized equivalent, regardless of their hiring date. Those hired after January 8, 2002 must meet  
4 those standards as of the signing of this current contract.

5  
6 The District agrees to reimburse each paraprofessional employed as of the date of this contract and  
7 not meeting either subsection (1) or (2) above the fee charged to take the state academic  
8 assessment the first time it is taken by the paraprofessional. Costs related to any subsequent  
9 retakes of the test will be the responsibility of the paraprofessional.

10  
11 Any paraprofessional not meeting the required state qualifications as required by the state and in  
12 this contract as of January 8, 2006 will be discharged as of that date with loss of seniority and  
13 without any rights of re-employment.

14  
15 **Section 11.4.**

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

20  
21  
22  
23 **ARTICLE XII**

24  
25 **INSURANCE AND RETIREMENT**

26  
27 **Section 12.1. Health and Welfare.**

28  
29 **Section 12.1.1.**

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

33  
34 **Section 12.1.2.**

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

40  
41 **Section 12.1.3.**

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

1           **Section 12.1.4.**

2           The District shall pass through to the classified employees, in the manner agreed to in 13.1.1.  
3           and 13.1.2., all appropriate revenues for health care received from the State for the purpose for  
4           classified employees. The District shall be responsible for paying any backout monies required  
5           for funding of retired persons.  
6

7           **Section 12.1.5**

8           For the 2019-2020 school year, insurance benefits covered in this bargaining agreement will  
9           continue through December 31, 2019. Effective January 1, 2020, insurance benefits will be  
10          provided through the Washington State School Employees Benefit Board (SEBB).  
11

12          **Section 12.2.**

13          Section 125 of the Internal Revenue Code allows an Employer to provide its employees the  
14          election to be paid with cash compensation or certain other permissible tax free benefits in a  
15          “Cafeteria Plan” and under such Section 125 “Cafeteria Plan”, employees may elect a voluntary  
16          salary reduction to meet the total cost of eligible fringe benefits, such salary reduction amounts, if  
17          pursuant to a qualified plan, are not subject to Federal taxes, including income taxes, social  
18          security taxes, or Federal unemployment taxes. Specific information on this program shall be  
19          provided to new hires and other employees upon request.  
20

21          **Section 12.3.**

22          Employees shall be allowed to participate in the VEBA III program. VEBA III has been  
23          established by the VEBA Board of Trustees to allow eligible school district employees in the State  
24          of Washington to have remuneration for unused sick leave deposited into a VEBA Post-Retirement  
25          Medical Reserve Trust Account on their behalf. The Employer shall provide the specific  
26          information on this benefit upon request and to all new hires.  
27

28          **Section 12.4.**

29          The District shall make required contributions for industrial insurance on behalf of all employees  
30          subject to this Agreement.  
31

32          **Section 12.5.**

33          The District shall make contributions to an Unemployment Compensation Fund requisite to  
34          providing unemployment benefits for all employees subject to this Agreement.  
35

36          **Section 12.6.**

37          In determining whether an employee subject to this Agreement is eligible for participation in the  
38          Washington State Public Employees’ Retirement System, the District shall report all hours  
39          compensated, whether straight time, overtime, or otherwise.  
40

41          **Section 12.7.**

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

**STAFF DEVELOPMENT**

**Section 13.1.**

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

**Section 13.2. Training.**

**Section 13.2.1.**

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

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

**Section 13.2.2.**

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

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

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## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### **Section 14.1.**

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

#### **Section 14.1.1.**

A grievance is defined as an alleged violation of a specific section of this Agreement.

#### **Section 14.2. Grievance Steps.**

#### **Section 14.2.1.**

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

#### **Section 14.2.2.**

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

- a. The facts on which the grievance is based,
- b. A reference to the provision in this Agreement which have been allegedly violated, and
- c. 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 superintendent. If the employee wishes, the employee may be accompanied by a Union representative at subsequent discussions or meetings.

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

#### **Section 14.2.3.**

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

#### **Section 14.2.4.**

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



1 **Section 14.3.**

2 If the Association is not satisfied with the disposition of the grievance at the previous step, the  
3 Association can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall  
4 be selected by the American Arbitration Association in accord with its rules, which shall likewise  
5 govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to  
6 assert, in such arbitration proceeding, any grounds not previously disclosed to the other party.  
7

8 The arbitrator shall be without power to authority to render a decision which could require the  
9 commission of an act prohibited by law or which is contrary to the terms of the agreement. The  
10 arbitrator shall have no power to add to, subtract from, modify, or amend any of the terms of this  
11 agreement. The arbitrator shall have no power to substitute his/her discretion for that of the board in  
12 any matter that has not been specifically contracted away by the board via the express terms and  
13 conditions of this agreement. The arbitrator shall be without power or authority to assess punitive  
14 damages against either party. The decision of the arbitrator will be submitted to the Association and  
15 the board and will be final and binding upon them. The costs and expenses of the arbitrator will be  
16 borne equally by the Association and by the District. All other costs will be borne by the party  
17 incurring them.  
18  
19  
20

21 **ARTICLE XV**

22 **SALARIES AND EMPLOYEE COMPENSATION**

23 **Section 15.1.**

24  
25 Employees shall be compensated in accordance with the provisions of this agreement for actual time  
26 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours  
27 worked, and rates paid with each paycheck.  
28  
29

30 **Section 15.1.1.**

31 An employee who performs work in a higher paying classification will be paid at the rate of  
32 the higher classification for such work performed, providing the position is at least three (3)  
33 hours or more per day.  
34

35 **Section 15.2.**

36 Salaries for employees subject to this agreement are contained in Schedule A attached hereto and by  
37 this reference incorporated herein.  
38

39 **Section 15.2.1.**

40 Employees hired between September 1 and the last day of February shall be considered as  
41 employees for a full year as of September 1 of the year following their hiring. Employees hired  
42 between March 1 and August 31 shall not be eligible to advance on the salary schedule until  
43 September 1 of the second school year that follows the school year in which they were  
44 employed.  
45

46 **Section 15.2.2.**

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

1 **Section 15.3. Employee Business Expenses.**

2 Employees shall be reimbursed for authorized expenses incurred while performing work assignments  
3 including, but not limited to, the following:  
4

- 5 a. Mileage, at the maximum IRS business mileage rate, for travel between work sites via  
6 private vehicle, or during travel via private vehicle while on District business.  
7
- 8 b. Lodging, for private room while on District business, including overnight  
9 transportation department work assignments.  
10
- 11 c. Meals, at the District established rate, while on District business which requires that  
12 the employee remain on duty during normal meal periods outside the employee's  
13 regularly schedule shift, including transportation department work assignments.  
14

15 **Section 15.4. Expense Advance.**

16 In the event that an employee is required to travel on District business, including transportation  
17 department work assignments, and the employee so requests, the District shall issue a travel advance in  
18 an amount sufficient to provide that employee with funds to meet anticipated expenses.  
19

20 **Section 15.5.**

21 In a school year of less than one hundred eighty (180) days, employees shall receive the equivalent  
22 number of professional development days needed to equal 180 days. The length of each professional  
23 development day will be the same as the length of that employee's workday or workdays related to  
24 employee's job.  
25  
26  
27

28 **ARTICLE XVI**

29 **TERM AND SEPARABILITY OF PROVISIONS**

30 **Section 16.1.**

31 The term of this agreement shall be September 1, 2018 to August 31, 2022.  
32

33 **Section 16.2.**

34 All provisions of this agreement shall be applicable to the entire term of this agreement  
35 notwithstanding its execution date, except as proved in the following section.  
36

37 **Section 16.3.**

38 This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which  
39 occurs following execution of this Agreement. Either party may demand the contract be reopened  
40 when legislation enacted affects the terms and conditions herein or creates authority to alter personnel  
41 practices in public employment.  
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1 **Section 16.4.**

2 This agreement may be reopened and modified at any time during its term upon mutual consent of the  
3 parties in writing, provided, however, that any raise provided for by the state legislature will be passed  
4 onto employees. Wages for the 2018-19 year will be as stated in Schedule A in this agreement. Each  
5 preceding year of this agreement wages will be 1% above the state allocated increase.  
6

7 **Section 16.5.**

8 If any provision of this agreement or the application of any such provision is held invalid, the  
9 remainder of this agreement shall not be affected thereby.  
10

11 **Section 16.6.**

12 Neither party shall be compelled to comply with any provision of this agreement which conflicts with  
13 State or Federal statutes or regulations promulgated pursuant thereto that were enacted prior to the  
14 effective date of this agreement.  
15

16 **Section 16.7.**

17 In the event either of the two (2) previous sections is determined to apply to any provision of this  
18 agreement, such provision shall be renegotiated pursuant to Section 16.3.  
19

20 **Section 16.8.**

21 The Union recognizes the right of the District to alter terms and conditions of employment so long as  
22 the terms of this agreement are not violated. The Union recognizes the right of the District to contract  
23 for bargaining unit services. The terms of this agreement shall supercede any rules, regulations,  
24 policies, or practices of the District which are contrary to or inconsistent with its terms. It is agreed that  
25 all terms and conditions of employment that were in place prior to the date of this agreement have been  
26 eliminated and replaced by the terms of this agreement. The Union additionally expressly waives  
27 bargaining for the duration of this agreement on all terms and conditions of employment that are not  
28 listed herein. The employer reserves the right to determine the qualifications of employees and the  
29 quality of their work performance. The District retains all of its rights except as those rights are  
30 expressly relinquished.  
31  
32  
33

34 **ARTICLE XVII**

35 **WORK STOPPAGE/PROHIBITED ACTS**

36  
37  
38 **Section 17.1.**

39 The employees shall not cause or engage in any work stoppage, strike, mass sick out, slowdown, or  
40 other interferences with District functions. Further, it is agreed that the employees shall not resort to  
41 any form of economic pressure or coercion in support of their positions as to any dispute between the  
42 parties. Employees who engage in any of the foregoing actions shall be subject to such disciplinary  
43 actions as may be determined by the Employer up to and including termination of employment with  
44 the District.  
45  
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48

1 **Section 17.2.**

2 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in actions  
3 prohibited by Section 17.1 above.  
4

5 **Section 17.3.**

6 In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the  
7 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: Luis J Garcia  
Luis Garcia, Chapter President

BY: Steve Rogers  
Steve Rogers, Chairperson, School Board

DATE: 2-18-19

BY: Jon Tienhaara  
Jon Tienhaara, Superintendent

DATE: 2-18-19

**Schedule A**  
**South Bend School District**  
**September 1, 2018 – August 31, 2019**

	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>	<b>Step IV</b>	<b>Step V</b>	<b>Step VI</b>
	Start	After 1 year	After 5 Years	After 7 Years	After 14 Years	After 20 Years
Paraeducator	\$14.39	\$15.83	\$16.30	\$16.48	\$16.60	\$16.95
Special Ed Paraeducator	\$15.19	\$16.71	\$17.20	\$17.35	\$17.48	\$17.82
Bilingual Paraeducator	\$14.77	\$16.25	\$16.73	\$16.90	\$17.03	\$17.36
Lead Teacher	\$17.05	\$18.76	\$19.21	\$19.36	\$19.47	\$19.78
Lead Asst. Teacher	\$15.19	\$16.71	\$17.20	\$17.35	\$17.48	\$17.82
ECEAP Asst. Teacher	\$14.39	\$15.83	\$16.30	\$16.48	\$16.60	\$16.95
Early Achiever Coach	\$17.05	\$18.76	\$19.21	\$19.36	\$19.47	\$19.78
Early Learning Program Sup.	\$17.58	\$19.34	\$19.87	\$20.02	\$20.15	\$20.48
Family Educator/Home Visitor	\$15.35	\$16.89	\$17.35	\$17.49	\$17.62	\$17.95
Child Care Assistant	\$14.39	\$15.83	\$16.30	\$16.48	\$16.60	\$16.95
Library Paraeducator	\$14.63	\$16.09	\$16.57	\$17.07	\$17.22	\$17.56
Food Service Asst.	\$14.39	\$15.83	\$16.30	\$16.48	\$16.60	\$16.95
Food Services	\$16.32	\$17.95	\$18.50	\$18.68	\$18.80	\$19.13
Head Cook	\$18.89	\$20.78	\$21.44	\$21.63	\$21.76	\$22.08
Custodian	\$16.91	\$18.60	\$19.17	\$19.37	\$19.48	\$19.83
Grounds/Custodial	\$18.23	\$20.05	\$20.64	\$20.78	\$20.92	\$21.25
Maintenance Helper	\$18.23	\$20.05	\$20.64	\$20.78	\$20.92	\$21.25
Secretary	\$17.58	\$19.34	\$19.87	\$20.02	\$20.15	\$20.48
Transportation	\$18.41	\$20.25	\$20.87	\$21.07	\$21.20	\$21.55

\*Employees with 15 or more years district experience receive 5% over the schedule A.

\*Paraprofessional substitutes will be paid at \$14.00 per hour.

\*Bus driver substitutes will be paid at \$18.00 per hour.

\*Standby pay will be paid at \$15.00 per hour.

\*All other classification substitutes will be paid at \$15.00 per hour.

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3 **Letter of Agreement**

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

- 13  
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15 1. The District and the Association agree to meet during the first six (6) months of the  
16 agreement to determine language for qualifications and exam to validate bilingual pay for  
17 paraeducator employees who utilize this skill on a regular basis.  
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19 The intent of this language is to expand the pool of paraeducators who receive bilingual pay  
20 by meeting the agreed to qualifications.  
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31 This Letter of Agreement shall become effective upon signatures and shall be attached to the  
32 current Collective Bargaining Agreement.  
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36 PUBLIC SCHOOL EMPLOYEES  
37 OF SOUTH BEND

38  
39 BY: Luis Garcia  
40 Luis Garcia, Chapter President  
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42

43 DATE: 2-14-19  
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SOUTH BEND SCHOOL DISTRICT NO. 118

BY: Jon Tienhaara  
Jon Tienhaara, Superintendent

DATE: 2-18-19