

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Rainier School District #307

and

Public School Employees of Rainier

SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2024



Public School Employees of Washington / SEIU Local 1948

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1 **PREAMBLE**

2
3 This agreement is made and entered into between Rainier School District Number 307 (hereinafter
4 "District") and Public School Employees of Washington / SEIU 1948, through its local affiliate
5 (hereinafter "Union"). In consideration of the mutual covenants contained therein, the parties agree as
6 follows.
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9

10 **ARTICLE I**

11 **RECOGNITION AND COVERAGE OF AGREEMENT**

12
13
14 **Section 1.1.**

15 The District hereby recognizes the Union as the exclusive representative for all classified employees
16 described in Section 1.2 of this agreement (hereinafter "employees").
17

18 **Section 1.2.**

19 The bargaining unit to which this agreement is applicable shall consist of all classified employees,
20 including the present job classifications: transportation, paraeducators (includes paraeducator, special
21 education paraeducator, library, bus monitor, and health room assistant), professional technical,
22 custodial, grounds, maintenance, food service, secretarial/clerical, and all employees performing the
23 same or similar duties; excluding confidential employees and exempt supervisor(s) for Food Service,
24 Facilities/ Maintenance and Transportation. Representation of positions created during the term of this
25 agreement shall be negotiated and consistent with the PERC certification.
26

27 **Section 1.3. Substitutes.**

28 Substitutes are employees who are represented by the bargaining unit but only subject to contractual
29 rights contained in Schedule A. Substitutes who are hired for a long-term replacement position and
30 then are hired for a permanent position in the same classification will receive retroactive service credit
31 for their prior long term replacement position.
32
33
34

35 **ARTICLE II**

36 **RIGHTS OF EMPLOYEES**

37
38 **Section 2.1.**

39 It is agreed that all employees subject to this agreement shall have the right to freely and without the
40 threat of penalty or reprisal join and assist the Union as authorized by law.
41
42

43 **Section 2.2.**

44 Each employee shall have the right to bring matters of a professional concern to the attention of
45 appropriate Union representatives and/or appropriate District officials at a time when there will be no
46 material interruption of the performance of assigned duties.
47
48



1 **Section 2.3.**

2 Employees subject to this agreement have the right to have Union representatives present at
3 discussions between themselves and supervisors or other District representatives when such
4 discussions are likely to result in disciplinary action by the District against that employee.

5
6 **Section 2.4.**

7 Neither the District, nor the Union, shall discriminate against any employee subject to this agreement
8 on the basis of race, national origin, creed, color, sex, religion, age, marital status or against a qualified
9 employee with a disability able to perform the essential functions of the job.

10
11 **Section 2.5. Personal File.**

12 There shall be only one (1) official personnel file for each employee, to be kept in the District
13 administration office. Each employee shall have the right to review the contents of his/her personnel
14 file. During the review, an official or representative of the Union may be present, and the employee
15 may initial and photocopy any material in the file, at District expense. An employee may attach
16 comments to any material that is part of the personnel file.

17
18 **Section 2.5.1. Medical File.**

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

26
27 **Section 2.5.2.**

28 Each employee shall be provided a copy of all material placed in his or her personnel file
29 within five (5) days of its insertion.

30
31 **Section 2.5.3.**

32 Any material deemed derogatory by an employee or the district shall be removed upon request
33 of the employee if it is dated four (4) years or more prior to the request except in situations
34 regarding the health or safety of students or an employee’s year end evaluation and except
35 further that in no event will any material relating to verbal or physical abuse or sexual
36 misconduct by an employee be removed from an employee’s personnel file.

37
38 **Section 2.6.**

39 All parties to this contract shall make every reasonable effort to conduct themselves with dignity and
40 respect for each other’s rights, duties, and privileges. In the relationship between employee and
41 supervisor, every reasonable effort shall be made to avoid words or actions which are likely to be
42 interpreted as lacking dignity or respect.

43
44 **Section 2.7. Classification Review Committee.**

45 The parties agree to form a committee of no more than three (3) bargaining unit members and three
46 (3) district administrative personnel to review requests from employees as to their classification or
47 level. The committee shall make a recommendation to the Superintendent or designee for a final
48 decision. The decision of the superintendent/designees is final and not subject to the grievance



1 procedure. Requests must be turned in to the superintendent by January 15 of each year. Requests
2 will be reviewed annually by March 31. Employees will be given a written response including
3 rationale for any denial. Approved changes will be implemented at the beginning of the following
4 school year.

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6
7
8 **ARTICLE III**

9
10 **ASSOCIATION DUES**

11
12 **Section 3.1.**

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

17
18 **Section 3.2.**

19 An employee filing a grievance is entitled to contact Union representatives and get representation
20 consistent with the provisions of Section 2.2. The Union is entitled to have an observer at grievance
21 proceedings conducted by any District official or body and to make known the Union's views
22 concerning the case.

23
24 **Section 3.3.**

25 Designated Union officials will be provided leave without pay to a maximum of ten (10) days per year
26 to attend to Union business.

27
28 **Section 3.4.**

29 Monthly, the District shall provide PSE with the name, phone number, address, position, hire date,
30 hours/day, days/year, and rate of pay for each employee. Within ten (10) days of the time of hire, the
31 same information will be provided to PSE with respect to each hired employee. Each employee hired
32 during the term of this agreement will be provided with a copy of this agreement.

33
34 **Section 3.4.1.**

35 The District agrees to submit a report monthly along with its remittance of dues identifying
36 each employee by name, position, gross salary, and dues amount remitted. The District agrees
37 to provide the names of all classified employees who are not having dues withheld to the
38 Union.

39
40 **Section 3.5.**

41 As soon as possible within ninety (90) days of an employee's hire date, the Union will be granted not
42 less than thirty (30) minutes of work time to provide such new employee information about its
43 exclusive bargaining representation. Any time over thirty (30) minutes will be unpaid time by the
44 Employer. The scheduling of this time will be coordinated with the new employee's supervisor.

45
46 No employee may be mandated to attend any time designated for Union information or other
47 presentations by the exclusive bargaining representative.



1 **Section 3.6. Union Dues.**

2 The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in
3 writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the
4 Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

5
6 **Section 3.6.1. Voluntary Political Deductions.**

7 The District shall, upon receipt of a written authorization form that conforms to legal
8 requirements, deduct from the pay of such bargaining unit employee the amount of contribution
9 the employee voluntarily chooses for deduction for political purposes and shall transmit the
10 same to the Union included in the monthly Union dues transmittal check.

11
12 **Section 3.6.2. Hold Harmless.**

13 The Union will indemnify, defend, and hold the District harmless against any claims, suits,
14 orders, and/or judgments against the District on account of such deduction of Union dues.

15
16 **Section 3.7. School Facilities and Equipment Use.**

17 The Union shall have the right to use school facilities and equipment consistent with school policy.

18
19 **Section 3.8. Bulletin Boards.**

20 The District shall provide bulletin board space in each school for the use of the Union. The Union shall
21 have the right to post notices of its activities and matters of Union concern. Use of such bulletin boards
22 must be consistent with law.

23
24
25 **ARTICLE IV**

26
27 **UNION REPRESENTATION**

28
29
30 **Section 4.1. Labor Management Committee.**

31 The Union will designate a Labor/Management Committee who will meet with the superintendent of
32 the District and the superintendent's representatives on a mutually agreeable regular basis to informally
33 discuss appropriate matters. These meetings shall not be construed as negotiating sessions.

34
35 **Section 4.2.**

36 Union officials will be released with pay to conduct business with the District when the District desires
37 to engage in such transactions during the officials' regular shift. Such release time will be in addition to
38 any other release time described in this agreement.

39
40
41 **ARTICLE V**

42
43 **EVALUATIONS**

44
45 **Section 5.1.**

46 Each employee's performance shall be evaluated annually by the employee's immediate supervisor.
47 The evaluation results shall be discussed with the employee at a scheduled time. One hundred eighty
48 (180) day employees shall be evaluated no later than June 15. Two hundred and sixty (260) day



1 employees shall be evaluated no later than August 15. The evaluation form to be utilized, “Classified
2 Staff Performance Review”, is incorporated into this agreement as Appendix A. Evaluators shall
3 receive appropriate training in understanding and proper application of this evaluation form prior to
4 use. Bargaining unit members will not administer such evaluations, with the exception of driver
5 trainers, who may evaluate driving skills only. Performance evaluations shall reflect each employee's
6 actual performance. Conditions that result in an employee being placed on a remedial plan of
7 improvement are outlined on Appendix A – “Classified Staff Performance Review”. Employees may
8 submit rebuttal statements which will be attached to the evaluation in their personnel file.
9

10 **Section 5.2.**

11 All evaluations reflecting an unsatisfactory level of performance in one or more categories shall state
12 specific reasons for the unsatisfactory rating, and suggest remedial action necessary by the employee
13 needed to address the unsatisfactory rating, and specific remedial training recommended as an aid to
14 curing the unsatisfactory rating.
15
16
17

18 **ARTICLE VI**

19 **HOURS OF WORK AND OVERTIME**
20
21

22 **Section 6.1.**

23 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by
24 two (2) consecutive days of rest, Saturday and Sunday. However, the district may designate an
25 alternate work week of no more than any five (5) consecutive days followed by two (2) consecutive
26 days of rest.
27

28 **Section 6.1.1.**

29 All employees whose duties will not be unreasonably affected, may request to work four (4) ten
30 (10)-hour shifts per week during the summer vacation hiatus between instructional years
31 subject to supervisor’s approval.
32

33 **Section 6.2.**

34 Each employee shall be assigned to a definite and regular shift and workweek, which may be changed
35 in writing with mutual consent or ten (10) days notice.
36

37 **Section 6.3.**

38 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
39 District will make every reasonable effort to notify each employee to refrain from coming to work.
40 Leaving a recorded message on the district office phone or calling an employee at their home one (1)
41 hour before they are scheduled to work shall constitute a reasonable effort to notify. Employees who
42 are not notified and report to work shall receive a minimum of two (2) hours pay at regular rate in the
43 event of such a closure.
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1 **Section 6.4. Meal Periods - Rest Periods.**

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- 3 A. Employees shall be allowed an unpaid meal period of thirty (30) minutes which commences not
- 4 less than two (2) hours nor more than five (5) hours from the beginning of the shift.
- 5
- 6 B. No employee shall be required to work more than five (5) consecutive hours without a meal
- 7 period, except as provided in Section 6.5.
- 8
- 9 C. Employees working three (3) or more hours longer than a normal work day shall be allowed one
- 10 unpaid 30-minute meal period prior to or during the overtime period, except those employees
- 11 engaged in the transportation of students.
- 12
- 13 D. Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the employer's
- 14 time, for each four (4) hours of work time. Rest periods shall be scheduled as near as possible to
- 15 the midpoint of the work period. No employee shall be required to work more than three (3) hours
- 16 without a rest period.
- 17
- 18 E. In the event of any employee being required to work their scheduled break, a rest period will be
- 19 provided as soon as reasonable.
- 20

21 **Section 6.5.**

22 Employees required to work through their regular lunch periods will be given time to eat at a time

23 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a

24 lunch period or the lunch period is frequently interrupted, and the employee works the entire shift,

25 including the lunch period, the employee shall be compensated for the foregone lunch period at

26 appropriate rates.

27

28 **Section 6.6.**

29 Employees requested to perform the duties regularly filled by a higher classification employee shall

30 receive their own current step pay, but at the higher classification pay rate, commencing with the first

31 day.

32

33 **Section 6.7. Pupil Transportation.**

34

35 **Section 6.7.1.**

36 The District shall establish pupil transportation routes. Routes shall be defined as regular runs,

37 which are daily home-to-school, school-to-home runs, kindergarten runs, mid-day runs or

38 combinations thereof. Trips are runs taken in District school buses and are not regular runs.

39 Drivers will be paid as required for cleaning, inspection and warm-up of buses. Each route

40 with cleanup and warmup will be a minimum of 2 hours.

41

42 **Section 6.7.1.1.**

43 IF a student IEP requires a one-on-one Paraeducator during the school day there shall be

44 an aide on the bus for to and from school transportation.

45

46

47

48

1 **Section 6.7.2. Trips.**

2
3 **Section 6.7.2.1.**

4 The trip sign-up sheet shall provide such information as date, destination, starting time,
5 and approximate length of time of the run. Extra trips shall be posted for driver
6 consideration in a reasonable time prior to bidding. Posted bid week is Monday through
7 Sunday. Eligible drivers who are interested in selecting extra trips must meet with the
8 supervisor/designee at 8:15 a.m. on Friday, or the last working day of the workweek, or
9 forfeit their choice of selection for that week’s posted trips.

10
11 Drivers must have worked their last designated work assignment to participate in the
12 weekly bid. If a driver has any non-paid time off during the bid week, that driver is not
13 eligible to participate in the weekly bid. Drivers unable to attend the weekly bid due to
14 other work assignments or route schedules (i.e., a p.m. only route) may leave, in order
15 of preference, selected choices in writing with the transportation office. If written
16 choices are selected by other drivers, assignments may be made by the supervisor based
17 upon the driver’s request. Trips shall be awarded to the eligible senior driver on a
18 rotating basis. A trip will not be assigned to a driver if that run would cause that driver
19 to be paid for over forty (40) hours in the workweek that includes the trip in question;
20 provided, that the District retains the authority to waive this forty (40) hour bar to the
21 assignment of trips and the authority to assign substitutes to trips when regular drivers
22 are not available.

23
24 **Section 6.7.2.1.1.**

25 At least one supervising coach or teacher must ride the bus to and from trips.

26 **Section 6.7.2.2. Short Notice Trips.**

27 Where posting time is not possible, the District shall make a reasonable effort to call
28 eligible drivers by seniority until the run is filled.

29
30 **Section 6.7.2.3**

31 In the event a trip is canceled after having been awarded, and the driver is not notified
32 of the cancellation prior to reporting for the trip, such driver shall be allowed to bid first
33 the following trip and the driver will be paid for two (2) hours at the driver rate.

34 Regardless of notification of the cancellation, such driver shall be allowed to bid first
35 the following trip

36
37 **Section 6.7.2.4.**

38 Trips shall be compensated at the regular rate for the entire duration of the trip.

39
40 **Section 6.7.2.5.**

41 If a trip conflicts with a regular run or other assigned duties, the driver has the option to
42 choose between the trip and the regular run or other assigned duties. Employees will be
43 compensated for actual work performed.

44
45 **Section 6.7.2.6.**

46 Drivers who are assigned a trip and then are unable to give management at least twenty-
47 four (24) hours notice of the inability to take the trip shall be taken off the rotation list



1 for the following rotation. Employees on authorized leave under Article XIII shall not
2 be penalized.

3
4 **Section 6.7.2.7. Overnight Trips.**

5 Overnight trips are paid at a rate of eight (8) hours per/day when trip involves an
6 overnight stay. If a driver is required to be on duty for more than eight (8) hours, he/she
7 will need to have verification and signed by coach/chaperone to receive payment in
8 addition to the standard eight (8) hours.

9
10 **Section 6.7.2.8. Lodging.**

11 When lodging is requested by the Transportation Department on an overnight trip it will
12 be made in accordance with the drivers needs to receive a complete (8) hours rest.

13
14 **Section 6.7.2.9. Compensation - Meals and Lodging.**

15 On overnight trips, meals and lodging will be provided by the District at the rate
16 established by District policy.

17
18 **Section 6.7.3. Staff Meetings.**

19 Drivers will receive their regular rate of pay for required time in staff meetings.

20
21 **Section 6.7.4. Duty Call.**

22 Drivers shall receive a minimum of one (1) hour's pay for each duty call. A duty call is defined
23 as any work other than the normal work shift and workday, noncontiguous with the normal
24 work shift or workday.

25
26 **Section 6.7.5. Duty Cycle.**

27 Nothing in this section shall be construed as limiting or altering the provisions of other sections
28 of the agreement.

29
30 **On-Duty (Driving).**

31 Whenever the driver is preparing the bus for transport, actually driving,
32 required by the trip supervisor to take responsibility for passengers, and
33 upon return to the District performing required post-trip procedures.

34 Whenever a driver is not driving, but is ready and available for driving
35 duty and/or is assigned to take responsibility for District and personal
36 property.

37
38 **Off Duty.**

39 Whenever a driver is not in an "on-duty (driving)" status.

40
41 **Section 6.7.6. Bidding.**

42 On the first working day of the school year (all staff day) regular runs will be chosen by the
43 drivers in order of seniority, with the most senior driver having the option of selecting among
44 all regular runs (includes special education runs), then the next senior, and in like fashion for all
45 drivers.

46
47 **Section 6.7.6.1.**

48 All open or new runs which become known subsequent to the bidding shall be posted
for five (5) working days. All runs shall be posted within five (5) working days of their

1 creation or vacancy. Interested drivers shall sign up for the run, and the run shall be
2 awarded to the senior eligible driver of those signed up.

3
4 Any route changes between bid time and November 1 that result in a forty-five (45)
5 minute change in driving time, will be re-bid November 1 and bid and filled as in the
6 above paragraph.

7
8 **Section 6.7.7. CDL Costs.**

9 The District will pay for the training delineated below with the stipulation that all trainee
10 substitute bus drivers (Category I-III) contingent upon being hired agrees to work for the
11 Rainier School District as an “on call part time substitute” driver for a minimum of nine (9)
12 school months, unless they have taken a “full time” driver position in Rainier as a regular
13 employee, or provide documentation to the District Superintendent that they have been
14 hired “full time” elsewhere.

15
16 However, it is the obligation of substitute bus driver trainees to pay for the school
17 employee/driver required fingerprinting. In addition, after completing their training the
18 substitute driver will keep their required licenses and/or certificates in force.

19
20 The hourly rate of pay for a substitute bus driver/trainee will be in accordance with the
21 current collective bargaining agreement, Schedule A, Salaries.

22
23 Failure to do so may be deemed cause for disciplinary action, suspension without pay, or
24 discharge in accordance with the current PSE Rainier collective bargaining agreement,
25 ARTICLE XVI.

26 Failure to complete the nine (9) months of substitute driving service to the District will
27 result in the substitute driver reimbursing the Rainier School District for all training costs.

28
29 **Category I Trainee has a Class A or B CDL with Passenger Endorsement.**

30 5 Year Driving Abstract
31 Drug Screen
32 CDL Physical

33
34 **Category II Trainee has a Class A or B CDL**

35 5 Year Driving Abstract
36 Drug Screen
37 CDL Written Test
38 CDL on-Road Test
39 License Conversion
40 CDL Physical

41
42 **Category III Trainee has no CDL**

43 CDL Permit
44 CDL Physical
45 5 Year Driving Abstract
46 Drug Screen
47 CDL Written Test
48 CDL On-Road Test

1 License Conversion

2
3 **Section 6.8. Overtime.**

4
5 **Section 6.8.1.**

6 Overtime will be paid as required by law. An employee may, at his/her option, select
7 compensatory time off in lieu of overtime compensation. Compensatory time, if selected, may
8 be accrued. Records shall be maintained and there must be a reasonable expectation that the
9 employee will be provided an opportunity to expend the accrued time. Compensatory time in
10 lieu of overtime as provide in this article shall be accrued at the rate of one and one-half (1½)
11 hours for each hour worked. Records will be maintained by the employee. Accrual and use of
12 comp time must be approved in writing by the supervisor and must be utilized by the end of the
13 current school year

14
15 **Section 6.9.**

16 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) consecutive
17 workday, shall receive compensation for actual hours worked, not to be less than two (2) hours.

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19
20
21 **ARTICLE VII**

22
23 **HOLIDAYS AND VACATIONS**

24
25 **Section 7.1. Holidays.**

26 All full-time employees (regularly assigned to work 2,080 hours per year) shall receive eleven (11)
27 paid holidays as designated by the District. Employees working less than the full year shall be paid at
28 their regular rate and hours for each holiday that immediately follows or precedes a scheduled
29 workday. Less than year round employees shall be guaranteed a minimum of nine (9) paid holidays.

- 30
31 1. New Year's Day (January 1)
32 2. Martin Luther King Jr. Day (third Monday in January)
33 3. Presidents' Day (third Monday in February)
34 4. Memorial Day (last Monday in May)
35 5. Independence Day (July 4)
36 6. Labor Day (first Monday in September)
37 7. Veterans' Day (November 11)
38 8. Thanksgiving Day (fourth Thursday in November)
39 9. Day after Thanksgiving
40 10. Day before Christmas (December 24)
41 11. Christmas Day (December 25)

42
43 Whenever any of said holidays falls on a Sunday, the following Monday shall be the holiday; and
44 whenever any of said holidays falls on a Saturday, the preceding Friday shall be the holiday.

1 **Section 7.1.1. Unworked Holidays.**

2 Employees who are on the active payroll, and have worked or were on approved compensated
3 leave either their last scheduled shift preceding the holiday or their first scheduled shift
4 succeeding the holiday, shall be compensated for such unworked holiday.

5
6 **Section 7.1.2. Worked Holidays.**

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

10
11 **Section 7.1.3. Holidays During Vacation.**

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

14
15 **Section 7.2. Vacations.**

16 Regular employment (regularly assigned to work 260 days per year) shall qualify for annual vacation
17 accrual based on their regular works shift as follows.

- 18
19 1. Upon completion of one (1) year of service in the District, the employee shall receive five (5)
20 days of paid vacation.

21
22 **Example Proration Vacation Accrual:**

23 8 hour employee will earn five (5) eight (8) hour days of paid vacation,
24 7 hour employee will earn five (5) seven (7) hour days of paid vacation,
25 6 hour employee will earn five (5) six (6) hour days of paid vacation, etc., in each
26 subparagraph in this section.

- 27
28 2. Upon completion of two (2) through nine (9) years of service in the District, the employee
29 shall receive ten (10) days of paid vacation annually.
- 30
31 3. Upon the completion of ten (10) through fifteen (15) years of service in the District, the
32 employee shall receive fifteen (15) days of paid vacation annually.
- 33
34 4. Upon completion of sixteen (16) through nineteen (19) years of service in the District, the
35 employee shall receive twenty (20) days of paid vacation annually.
- 36
37 5. Upon completion of twenty (20) through twenty-four (24) years of service in the District, the
38 employee shall receive twenty-three (23) days of paid vacation annually.
- 39
40 6. Upon completion of twenty-five (25) or more years of service in the District, the employee
41 shall receive twenty-five (25) days of paid vacation annually.

42
43 Employees must schedule vacation with their supervisors at least fifteen (15) workdays in
44 advance of the desired starting date. Vacation schedules must recognize the operating needs of the
45 District; therefore, the use of vacation is and subject to the approval of the supervisor. Further, the
46 District will permit ten (10) vacation days to be carried over for one (1) additional year from the
47 employee’s vacation accrual anniversary date.



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ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

At the beginning of each school year, each employee shall be credited with an advance sick leave allowance of twelve (12) days with full pay to be used for absences caused by illness, injury and emergency, including temporary illness or disability caused by pregnancy, childbirth and recovery therefrom, or for a member of the household. In addition, three (3) days may be used per occurrence for illness of a member of the immediate family outside the household (spouse, child, mother, father, mother-in-law, father-in-law, grandmother, and grandfather, or grandchildren). With administrative approval, two (2) additional days per occurrence may be granted when travel is necessary or extenuating circumstances exist.

Section 8.2. Sick Leave Cash Out.

Pursuant to statute, In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, an eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year a rate equal to one (1) day's monetary compensation of the employee in excess of sixty (60) days. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month. At the time of separation from school district employment pursuant to RCW 28A.400.210 and 212, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued sick leave.

Section 8.3. Sick Leave Sharing.

The District Sick Leave Sharing Program shall be in compliance with RCW 41.04.660. An employee may transfer sick leave to another employee requesting shared leave as long as they maintain a minimum of 176 hours or 22 days of sick leave after they transfer. There is no limit to the number of days that may be transferred. Employees may also donate any amount of accrued vacation days as long as they maintain a balance of ten (10) days.

Section 8.4. Bereavement Leave.

Three (3) days paid bereavement leave shall be granted to each employee in the event of death in the family to include sister, sister in law, brother, brother in law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, granddaughter, or grandson Upon approval of the superintendent, two (2) days additional bereavement leave may be granted to be taken from the employees personal, vacation or sick leave.

Section 8.4.1.

Upon the death of an immediate family member defined as Parents, Spouse, Domestic Partner or Children; this paid bereavement leave shall be extended to five (5) days on request.

Section 8.5. Child Rearing Leave.

An employee who has a new child or who legally adopts a child (under five years old) shall have a right to take leave without pay and benefits upon request. Said request must be made as far in advance as possible and not less than twenty (20) days prior to the anticipated date of the leave. The duration of the leave shall be for the balance of the school year in which it is requested or for a different duration

1 only if agreed upon by the board. This leave is intended for parents with a new child in their household
2 who are physically able to work but wish to remain home with the new child. If agreeable with the
3 insurance carrier, employees using this leave may maintain insurance benefits by paying their own
4 premiums.

5
6 **Section 8.6. Judicial Leave.**

7 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
8 as a codefendant with the District, such employee shall receive a normal day’s pay for each day of
9 required presence in court. Any expense payments received shall be retained by the employee i/a/w
10 RCW 43.03.060. In the event that an employee is a party in a court action, such employee may request
11 a leave of absence.

12
13 **Section 8.7. Personal Leave.**

14 Three (3) days paid personal leave shall be granted annually to each employee. Personal leave days
15 shall be allowed to accumulate to a maximum of five (5) days. One (1) additional day of personal leave
16 shall be granted, this additional day to be deducted from sick leave should it be used.

17
18 When planning the taking of multiple days, personal leave will be subject to District approval and the
19 following conditions.

- 20
21 1. A qualified substitute must be available.
- 22
23 2. This leave may not be used on the first or last days of a semester.
- 24
25 3. Regarding days immediately before or after school holidays or vacations, notice of desire
26 for leave must be made and approved not less than ten (10) workdays prior to the leave.

27
28 **Section 8.8. Leaves of Absence.**

29 Leaves of absence up to one (1) year without pay will be granted to employees for the purpose of
30 study, travel, health, working in a professionally related field, Association or Association related
31 business. Requests for leave of absence shall be submitted to the superintendent at least thirty (30)
32 days prior to the start of the requested leave. Emergency requests, when above notification is not
33 possible, shall be considered on a case by case basis. All leaves of absence approvals shall be
34 contingent upon availability of qualified replacements. The employee, upon return from such leave,
35 shall be granted his/her previous position. If the employee’s position no longer exists, he /she shall be
36 allowed to bump the least senior employee in classification, with like position and hours. Leaves will
37 not generally be considered until an employee has been with the district for at least one year.

38
39 **Section 8.9. Maternity and Paternity Leave.**

- 40
41 A. Maternity and/or paternity leave with pay is available for the birth or adoption of a child.
42 Accrued sick leave and personal leave may be used in accordance with the Family Medical
43 Leave Act and Washington Paid Family Leave Act. Leave sharing may be available
44 according to Board policy 5406.
- 45
46 B. An employee requesting maternity and/or paternity leave should give written notice to the
47 District at least two (2) weeks prior to the commencement of said leave when possible. The
48 written request for leave should estimate the expected date of return to employment. The



1 employee shall determine when the beginning and end of the leave will occur. Such leave
2 will not extend beyond the balance of the current school year.

3
4 C. In the event sick leave has been exhausted, the employee shall be granted a child rearing
5 leave as stated in Section 8.5.

6
7 D. An employee returning from maternity and/or paternity leave shall be assigned to the
8 employee's previous position provided that assignment still exists. If the position no longer
9 exists, the employee will be allowed to bump the most junior person with similar position
10 and hours.

11
12 **Section 8.10. Leave Without Pay**

13 Leave without pay must be approved by the superintendent or his/her designee, and will only be
14 granted in rare instances where unforeseen events cause the employee to miss work, and the
15 employee has already exhausted all other forms of leave. Unauthorized leave without pay may
16 result in progressive discipline.

17
18 **Section 8.11. Paid Family Medical Leave.**

19 Employees are eligible to receive Paid Family and Medical Leave (PFML) under the Washington State
20 Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have
21 worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively
22 with an employee's accrued paid leave. The employee shall elect the order such leave shall be utilized.
23 The District shall pay its required share of the payroll premium to fund this leave.

24
25 An employee presenting proof of approved Paid Family & Medical Leave will continue to be eligible
26 for the employer contribution toward SEBB for the duration of such leave.

27
28
29
30 **ARTICLE IX**

31
32 **SENIORITY AND LAYOFF PROCEDURES**

33
34 **Section 9.1.**

35 Seniority, as referenced herein, means seniority within the employee's current job classification or
36 previous job classification, held with the district since 1983 to present. Seniority begins on the
37 employee's first day of regular employment in the classification. Employees who work in multiple
38 classifications shall accrue seniority in each classification in which they are actively working.

39
40 **Section 9.1.1. Seniority Ties.**

41 Employees who are hired on the same date shall have their seniority determined by the
42 following process:

- 43 1. Application date, if the same then;
44 2. Date of first substitute assignment in classification, if the same then;
45 3. Drawing of lots.
46

1 **Section 9.2.**

2 The employee with the greatest seniority shall have preferential rights regarding promotions and
3 openings within his/her job classification unless another candidate possesses qualifications
4 substantially greater than the senior employee

5
6 **Section 9.3.**

7 The employee with the greatest seniority shall have preferential rights regarding layoffs and recall
8 from layoff; unless a junior employee possesses substantially greater ability and performance relevant
9 to the personnel decision which is at issue.

10
11 **Section 9.3.1.**

12 All permanent employees will receive a minimum of thirty (30) days notice of an impending
13 layoff from their position. A permanent employee whose hours are to be permanently reduced
14 by more-than-half will receive a minimum of thirty (30) days notice of the reduction in their
15 hours of work.

16
17 **Section 9.3.2.**

18 One year positions (not to include leave replacement positions) are regular positions. At the
19 end of the one year period, if the position does not continue the employee will be placed in
20 layoff status with the right of return in accordance with this Agreement.

21
22 **Section 9.4.**

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

- 24
25 A. Resignation from all bargaining unit positions in the Rainier School District;
26 B. Discharge for justifiable cause;
27 C. Retirement.

28
29 **Section 9.5.**

30 Seniority shall not be lost for the following reasons, without limitation and shall continue to accrue
31 unless noted otherwise:

- 32
33 A. Time lost by reason of industrial accident, industrial illness or jury duty absence;
34 B. Time on leave granted for the purpose of serving in the Armed Forces of the United States;
35 C. Time spent on medical leaves, not to exceed one (1) year. However, sick time shall not accrue
36 during the leave;
37 D. Time spent on layoff status as provided in Section 9.8.

38
39 **Section 9.6.**

40 The District shall publicize for five (5) working days the availability of new or open job positions as
41 soon as possible after the District is apprised of the opening.

42
43 **Section 9.6.1.**

44 In the event the District or employee determines within fifteen (15) workdays that the
45 employee who has been promoted or transferred is incapable of performing required duties,
46 such employee shall be returned to the position previously held or an equivalent.



1 **Section 9.7.**

2 An employee who changes bargaining unit classifications within the School District shall retain
3 seniority in all previous classifications, but only accrue seniority in current classification(s.)
4

5 **Section 9.8. Layoff.**

6 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
7 District according to layoff ranking. Such employees are to have priority in filling an opening for
8 which they are qualified in any classification held prior to layoff. Names shall remain on the
9 reemployment list for one (1) year.
10

11 **Section 9.8.1.**

12 An employee who is laid off, but holds seniority in multiple classifications, may bump the
13 least senior person in previously worked classifications, with like hours. Employees must
14 meet requirements of the position bumped into.
15

16 **Section 9.8.2.**

17 Employees on layoff status shall file their addresses in writing with the personnel office of the
18 District and shall thereafter promptly advise the District in writing of any change of address.
19

20 **Section 9.8.3.**

21 An employee shall forfeit rights to reemployment as provided in Section 9.5 if the employee
22 does not comply with the requirements of Section 9.8.2, or if the employee does not respond to
23 the offer of reemployment within five (5) days after actual receipt.
24

25 **Section 9.8.4.**

26 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
27 other accrued benefits; provided, that such employee is offered a position substantially similar
28 to that held prior to layoff.
29

30 **Section 9.9. Probation.**

31 Each new hire shall remain in a probationary status for a period of not more than ninety (90) work
32 days following the hire date. Probationary employees shall be paid at no less than Step 1 on
33 Schedule A. Probationary employees may not apply for open positions during probation unless
34 mutually agreed upon between the Association and the District. The district may
35 terminate/discharge probationary employees at will.
36
37

38 **ARTICLE X**

39 **INSURANCE BENEFITS**

40
41
42
43 **Section 10.1.**

44 Employee insurance benefits will be in accordance with School Employee Benefits Board (SEBB)
45 which will be responsible for the administration of the health benefits as it pertains to employees
46 covered under this agreement. The District will comply with State Law and/or regulations regarding
47 the implementation of SEBB.
48



1 **Section 10.2. Long Term Care Benefits.**

2 The District will deduct from employee wages, the amount required to pay the premium cost of
3 Washington State Long-term care benefits.

4
5 **Section 10.3.**

6 The union/district shall have the right to open the contract at any time to deal with Health Insurance
7 issues related to compliance with state or federal law and/or potential employee eligibility for subsidies
8 or tax credits from the Federal government. The District agrees to cooperate with the union to the
9 extent that the union requests do not cause the District to incur fines, taxes, sanctions or any substantial
10 negative financial impact.

11
12
13
14 **ARTICLE XI**

15
16 **STAFF DEVELOPMENT**

17
18 **Section 11.1.**

19 A joint committee consisting of two (2) representatives from the Union and an equal number from the
20 District shall review training opportunities and, based on identified needs, recommend persons to
21 attend such training.

22
23 **Section 11.2. Apprenticeship.**

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

29
30 **Section 11.2.1.**

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

34
35 **Section 11.2.2.**

36 The maximum approved ratio of apprentice to journey level employees shall be one-to-two. If,
37 at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees
38 shall be selected based upon performance.

39
40 **Section 11.2.3.**

41 Employees enrolled as apprentices shall receive their regular rate of pay as specified on
42 Schedule A. Upon successful completion of apprenticeship standards and recognition by the
43 WPSCEJATC of journey status, the journey person shall receive an additional pay as indicated
44 in the attached salary schedule to the collective bargaining agreement.

45
46 **Section 11.2.4.**

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

1 **Section 11.2.5.**

2 Participation in the apprenticeship program shall be completely voluntary.

3
4 **Section 11.2.6.**

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

8
9 **Section 11.2.6.1.**

10 Such employees shall receive partial credit for time worked in the District as
11 determined by the WPSCEJATC.

12
13 **Section 11.2.7.**

14 This article may be reopened at any time upon mutual agreement of the parties or as new
15 classifications are proposed by the local JATC for journey level status.

16
17 **Section 11.2.8.**

18 For Paraeducators, the district will schedule fourteen (14) hours of required training. Such
19 training will be scheduled before school begins (during Staff Summer Institute), as well as on
20 Wednesday early release days. All paraeducators will be provided with additional PESB
21 training days outside of their regular work year 14 hours minimum, or the current minimum in
22 rule or law.

23
24
25 **ARTICLE XII**

26
27 **GRIEVANCE PROCEDURE**

28
29
30 **Section 12.1.**

31 For the purposes of this article, a grievance is defined as an alleged violation of a specific provision of
32 this agreement charged against the District. Grievances may be filed by individuals, groups of
33 employees, or the chapter. Grievances shall be processed in the following manner and within the stated
34 time limits. The word days as used herein shall refer to business days.

35
36 **Section 12.2.**

37 All grievances not brought to the immediate supervisor within twenty (20) days after the facts
38 upon which the grievance is based first occurred or first became known or should reasonably have
39 become known to the grievant shall be invalid and subject to no further processing.

40
41 **Section 12.3.**

42 Constructive effort shall be made to settle problems at the lowest possible level; therefore, the
43 employee(s) shall be required to promptly attempt to resolve any problem related to an alleged
44 violation of a specific provision of this agreement informally with his/her immediate supervisor.



1 **Section 12.4. Formal Grievance Steps.**

2
3 **Section 12.4.1. Step One – Supervisor.**

4 If the issue giving rise to the grievance is not resolved informally to the satisfaction of the
5 grievant, it shall be reduced to writing by the grievant and be submitted to the grievant’s
6 immediate supervisor within twenty (20) days after the facts upon which the grievance is based
7 first occurred or first became known or should reasonably should have become known to the
8 grievant. The written grievance shall state the fact(s) upon which it is based, the agreement
9 section that has allegedly been violated and the relief sought. The immediate supervisor shall
10 meet with the grievant in an effort to resolve the grievance and shall, within ten (10) days of the
11 receipt of the written grievance, provide the grievant with a written response to the grievance.
12

13 **Section 12.4.2. Step Two – Superintendent.**

14 If the grievant feels that the grievance is not resolved at Step One, and the Association believes
15 the grievance is valid, he/she may refer the grievance in writing to the superintendent. This
16 written grievance shall contain a copy of the grievance filed at Step One, the Step One response
17 and a statement by the grievant as to why the Step One response is not correct. The Step Two
18 grievance must be received by the superintendent within ten (10) days of the grievant’s receipt
19 of the Step One decision.
20

21 The superintendent or designee shall review the matter and arrange for necessary discussions
22 with the grievant. The superintendent/designee shall respond to the grievance in writing within
23 ten (10) days of receipt of the Step Two grievance.
24

25 **Section 12.4.3. Step Three – School Board.**

26 If the grievant is not satisfied with the Step Two response to his/her grievance, the grievant
27 may ask the school board to review the grievance. Written notice for a school board review of
28 the grievance must be filed with the superintendent in writing within ten (10) days of the
29 grievant’s receipt of the Step Two response.
30

31 The school board will meet to review the grievance within a reasonable period of time, not to
32 exceed thirty (30) days. The grievant will be given not less than a five (5) day notice of the date
33 upon which the school board will review the grievance. The grievant will have the right to
34 appear before the school board to present his/her grievance. The school board will have ten (10)
35 days to render its decision in writing to the grievant.
36

37 **Section 12.4.4. Step Four – Arbitration.**

38 If the matter is not settled at Step Three, and the grievance relates to the interpretation of
39 a specific provision of this agreement as cited on the grievance form at Step 1, the union
40 may submit the grievance to arbitration pursuant to the terms of this step of the grievance
41 process. To be timely, the union must first demand arbitration in writing and submit that
42 demand to the Superintendent within ten (10) work days of the grievant's receipt of the
43 Step 3 decision by the School Board. Within this ten work day period the union must also
44 inform the American Arbitration Association in writing of its intent to arbitrate and request
45 that a panel of arbitrators be provided to the parties.
46

47 If the parties cannot mutually agree upon one of the arbitrators from the list provided,
48 then the parties shall use an alternating striking method until only one name remains. The

1 party to strike first shall be determined by lot. After the striking process the remaining
2 name on the list of arbitrators shall be the duly selected arbitrator.

3
4 Arbitration proceedings shall be as established by the applicable Voluntary Rules of the
5 American Arbitration Association. The arbitrator's authority shall be limited to
6 grievances arising from specified provisions of this agreement and the arbitrator shall be
7 without authority to add to, subtract from, or alter any of the terms of this agreement. The
8 arbitrator shall be without authority to make any decision which requires the commission
9 of an act prohibited by law and the Employer reserves the right to determine the
10 qualifications of employees and the quality of their work. The decision of the arbitrator on
11 the issues submitted shall be final and binding on the parties.

12
13 Each party shall bear its own costs of arbitration, except that the cost of the arbitrator
14 shall be shared equally by the Employer and the union.

15
16 **Section 12.5. Other Provisions.**

17 The grievant will have the right to union representation in the processing of a grievance at all steps of
18 the grievance procedure. Any grievance not processed by the grievant within the time lines stated
19 herein shall be considered as waived, null and void and subject to no further processing. If the District
20 fails to respond to the grievant with the time limits stated herein, the grievant shall have the right to
21 process the grievance at the next step.

22
23 Timelines may be extended upon mutual agreement in writing.

24
25
26
27 **ARTICLE XIII**

28
29 **SALARIES AND EMPLOYEE COMPENSATION**

30
31 **Section 13.1.**

32 Employees shall be compensated in accordance with the provisions of this agreement. Each employee
33 shall receive an accounting of authorized deductions, hours worked, and rates paid.

34
35 **Section 13.2.**

36 Salaries for employees subject to this Agreement shall be increased by 15% for the 2021-2022 contract
37 year, as contained in the attached Schedule A. Schedule A for 22-23 will be increased by 4% or State
38 authorized and funded IPD, whichever is greater. Schedule A for 23-24 will be increased by 4% or
39 State authorized and funded IPD, whichever is greater.

40
41 **Longevity Steps**

42 When an employee completes ten (10) years service in the District, add 3% to Step 6.

43
44 When an employee completes fifteen (15) years service in the District, add 6% to Step 6.

45
46 When an employee completes twenty (20) years service in the District, add 9% to Step 6.

1 * For the purpose of longevity only, a year of service in the Rainier School District shall consist of
2 working more than 90 school days within any one school year.

3
4 * Years of service will be calculated and longevity will be adjusted annually during the September
5 payroll process.

6
7 **Section 13.2.1.**

8 Incremental steps, where applicable, shall take effect on September 1 of each year during the
9 term of this agreement; provided, the employee has been actively employed continuously for at
10 least one-half (1/2) of the previous instructional year.

11
12 **Section 13.3.**

13 The District agrees to pay the costs connected with the federally mandated Drug and Alcohol Testing
14 Program (see District Policy and Procedures 5259 and 5259P) including: pre-employment for
15 involuntary in-district transfers, random, post-accident, reasonable suspicion, and the split test if
16 requested by the employee. Costs for time spent in testing or traveling to and from the testing site will
17 be paid by the District. In cases where a test is positive and/or the employee requests a split test which
18 shows positive, the District may recover all test costs from the employee. Also, in these instances, the
19 employee will not be eligible for reimbursement for time spent in tests or traveling to and from the
20 testing site.

21
22 **Section 13.4.**

23 When employees do not work their full regularly assigned shift they will deduct those hours from the
24 monthly prorated salary, unless directed or otherwise provided for herein.

25
26 **Section 13.5.**

27 Employees who have been given the job assignment which requires them to assist with toileting
28 and/or work with volatile/potentially aggressive students shall be paid the differential one dollar
29 per hour for all hours worked in such assignment. These employees will be assigned at the
30 discretion of the Superintendent along with the Special Education Director.

31
32
33
34 **ARTICLE XIV**

35
36 **TERM AND SEPARABILITY OF PROVISIONS**

37
38 **Section 14.1.**

39 This agreement shall be effective September 1, 2021 to August 31, 2024.

40
41 **Section 14.2.**

42 This agreement may be reopened and modified at any time during its term upon mutual consent of the
43 parties in writing; incremental steps on Schedule A shall be funded by the District. Schedule A will be
44 increased by 4% or State authorized and funded IPD, whichever is greater, for the 2022-2023 contract
45 year. Schedule A will be increased by 4% or State authorized and funded IPD, whichever is greater, for
46 the 2023-2024 contract year.

1 **Section 14.3.**

2 The parties agree that this Agreement shall be reopened to consider the impact of any legislation
3 enacted following execution of the Agreement which may arguably affect the terms and conditions
4 herein or create authority to alter personnel practices in public employment.
5
6
7

8 **ARTICLE XV**

9
10 **MANAGEMENT RIGHTS**

11
12 **Section 15.1.**

13 There is reserved exclusively to the District all powers, rights and authority vested in it or implied by
14 the laws and constitution of the State of Washington and of the United States, and all rights which have
15 been heretofore exercised by it, excepting where the District expressly and in specific terms has agreed
16 to limit those rights in this agreement.
17

18 Without limiting or abridging the above rights, the following pertains. Included in these rights in
19 accordance with and subject to applicable laws, regulation and the provision of this agreement is the
20 right to establish or change shifts, schedules and standards of performance; the right to establish,
21 change, combine or eliminate positions and job classifications; the right to hire, suspend, discipline and
22 discharge employees; the right to determine the qualifications of employees and job applicants; the
23 right to contract or subcontract work, provided that it is not in violation of RCW 28A.400.285; the
24 right to implement changes in terms and conditions of employment not expressly stated herein; the
25 right to make technological changes, shall be rights reserved by the District.
26
27
28

29 **ARTICLE XVI**

30 **DISCIPLINE AND DISCHARGE**

31
32 **Section 16.1.**

33 If the District has reason to discipline an employee it shall, whenever possible, be done privately. The
34 employee shall be entitled to have present an official of the Association during any disciplinary action.
35 The District will inform the employee of their right to representation. The District agrees to follow a
36 policy of progressive discipline unless the severity or nature of the employee’s behavior warrants more
37 serious and immediate action. Verbal correction and/or re-direction does not constitute the disciplining
38 of an employee.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/ SEIU Local 1948

RAINIER CHAPTER #625

BY: _____
Larry Sutton, Chapter President

DATE: _____

RAINIER SCHOOL DISTRICT #307

BY: _____
Bryon Bahr, Superintendent

DATE: _____



Schedule A
Rainier School District
September 1, 2021 – August 31, 2022

	Sub Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 Years	15 Years	20 Years
Food Services										
Cook		\$17.26	\$17.93	\$18.73	\$19.54	\$20.35	\$21.23	\$21.87	\$22.50	\$23.14
Food Service Worker		\$15.74	\$16.10	\$16.82	\$17.58	\$18.36	\$19.20	\$19.78	\$20.35	\$20.93
Cashier		\$16.01	\$16.67	\$17.47	\$18.28	\$19.10	\$19.96	\$20.56	\$21.16	\$21.76
Substitute	\$15.74	\$15.74	\$16.10							
Paraeducators										
Educational Assistant		\$16.68	\$17.37	\$18.16	\$18.96	\$19.78	\$20.67	\$21.29	\$21.91	\$22.53
Library Assistant		\$16.68	\$17.37	\$18.16	\$18.96	\$19.78	\$20.67	\$21.29	\$21.91	\$22.53
Monitor		\$16.68	\$17.37	\$18.16	\$18.96	\$19.78	\$20.67	\$21.29	\$21.91	\$22.53
Educational Asst. Sub.	\$16.25	\$16.68	\$17.37							
Maintenance										
Maintenance		\$20.71	\$21.58	\$22.60	\$23.57	\$24.67	\$25.81	\$26.58	\$27.36	\$28.13
Custodial										
Custodian		\$18.16	\$18.95	\$19.73	\$20.61	\$21.46	\$22.45	\$23.12	\$23.80	\$24.47
Custodial Substitute	\$17.70	\$18.16	\$18.95							
Grounds										
Groundskeeper		\$20.24	\$21.11	\$22.14	\$23.12	\$24.21	\$25.35	\$26.11	\$26.87	\$27.63
Secretarial/Clerical										
Secretary I		\$18.90	\$19.70	\$20.55	\$21.51	\$22.43	\$23.42	\$24.12	\$24.83	\$25.53
Secretary II		\$19.94	\$20.77	\$21.63	\$22.43	\$23.24	\$24.13	\$24.85	\$25.58	\$26.30
Secretary III		\$20.44	\$21.45	\$22.16	\$22.94	\$23.79	\$24.73	\$25.47	\$26.21	\$26.96
Secretary Substitute	\$17.37	\$17.85	\$18.63							
Technical										
Nurse (LPN)		\$21.96	\$22.83	\$23.86	\$24.84	\$25.91	\$27.07	\$27.88	\$28.69	\$29.51
Mechanics										
Lead Mechanic		\$21.46	\$22.33	\$23.34	\$24.34	\$25.42	\$26.52	\$27.32	\$28.11	\$28.91
Mechanic Assistant		\$20.05	\$20.92	\$21.94	\$22.92	\$24.01	\$25.15	\$25.90	\$26.66	\$27.41
Transportation										
Dispatcher		\$21.45	\$22.33	\$23.34	\$24.34	\$25.43	\$26.83	\$27.63	\$28.44	\$29.24
Driver Trainer		\$21.45	\$22.33	\$23.34	\$24.34	\$25.43	\$26.83	\$27.63	\$28.44	\$29.24
Lead Driver		\$21.45	\$22.33	\$23.34	\$24.34	\$25.43	\$26.83	\$27.63	\$28.44	\$29.24
Bus Driver		\$20.05	\$20.92	\$21.94	\$22.92	\$24.01	\$25.15	\$25.90	\$26.66	\$27.41
Transportation Liaison		\$20.05	\$20.92	\$21.94	\$22.92	\$24.01	\$25.15	\$25.90	\$26.66	\$27.41
Crossing Guard		\$20.05	\$20.92	\$21.94	\$22.92	\$24.01	\$25.15	\$25.90	\$26.66	\$27.41
Bus Driver Substitute	\$19.49	\$20.05	\$20.92							

Longevity Steps

When an employee completes ten (10) years service in the District, add 3% to Step 6.

When an employee completes fifteen (15) years service in the District, add 6% to Step 6.

When an employee completes twenty (20) years service in the District, add 9% to Step 6.

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Educational Enhancement (see Schedule B)

Substitute Step

After Working more than twenty (20) consecutive shifts, or thirty (30) shifts in a single year, represented substitutes will be placed on Step 1 with advancement to Step 2 after three years of service.

Former employees, with more than one (1) year of service to the District shall be placed at Step 1.

Secretaries

Secretaries LEVEL 1 be deleted and that the current 1 Step secretary be placed at Step 2.



Schedule A
Rainier School District
September 1, 2022 – August 31, 2023

	Sub Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 Years	15 Years	20 Years
Food Services										
Cook		\$ 17.95	\$ 18.65	\$ 19.48	\$ 20.32	\$ 21.16	\$ 22.08	\$22.74	\$23.40	\$24.07
Food Service Worker		\$ 16.37	\$ 16.74	\$ 17.49	\$ 18.28	\$ 19.09	\$ 19.97	\$20.57	\$21.17	\$21.77
Cashier		\$ 16.65	\$ 17.34	\$ 18.17	\$ 19.01	\$ 19.86	\$ 20.76	\$21.38	\$22.01	\$22.63
Food Service Substitute	\$ 16.37	\$ 16.37	\$ 16.74							
Paraeducators										
Educational Assistant		\$ 17.35	\$ 18.06	\$ 18.89	\$ 19.72	\$ 20.57	\$ 21.50	\$22.15	\$22.79	\$23.44
Library Assistant		\$ 17.35	\$ 18.06	\$ 18.89	\$ 19.72	\$ 20.57	\$ 21.50	\$22.15	\$22.79	\$23.44
Special Education		\$ 17.35	\$ 18.06	\$ 18.89	\$ 19.72	\$ 20.57	\$ 21.50	\$22.15	\$22.79	\$23.44
Educational Asst. Sub.	\$ 16.90	\$ 17.35	\$ 18.06							
Maintenance										
Maintenance		\$ 21.54	\$ 22.44	\$ 23.50	\$ 24.51	\$ 25.66	\$ 26.84	\$27.65	\$28.45	\$29.26
Custodial										
Custodian		\$ 18.89	\$ 19.71	\$ 20.52	\$ 21.43	\$ 22.32	\$ 23.35	\$24.05	\$24.75	\$25.45
Custodial Substitute	\$ 18.41	\$ 18.89	\$ 19.71							
Grounds										
Groundskeeper		\$ 21.05	\$ 21.95	\$ 23.03	\$ 24.04	\$ 25.18	\$ 26.36	\$27.15	\$27.94	\$28.73
Secretarial/Clerical										
Secretary I		\$ 19.66	\$ 20.49	\$ 21.37	\$ 22.37	\$ 23.33	\$ 24.36	\$25.09	\$25.82	\$26.55
Secretary II		\$ 20.74	\$ 21.60	\$ 22.50	\$ 23.33	\$ 24.17	\$ 25.10	\$25.85	\$26.61	\$27.36
Secretary III		\$ 21.26	\$ 22.31	\$ 23.05	\$ 23.86	\$ 24.74	\$ 25.72	\$26.49	\$27.26	\$28.03
Secretary Substitute	\$ 18.06	\$ 18.56	\$ 19.38							
Professional Technical										
Licensed Practical Nurse		\$ 22.84	\$ 23.74	\$ 24.81	\$ 25.83	\$ 26.95	\$ 28.15	\$28.99	\$29.84	\$30.68
Mechanics										
Lead Mechanic		\$ 22.32	\$ 23.22	\$ 24.27	\$ 25.31	\$ 26.44	\$ 27.58	\$28.41	\$29.23	\$30.06
Mechanic Assistant		\$ 20.85	\$ 21.76	\$ 22.82	\$ 23.84	\$ 24.97	\$ 26.16	\$26.94	\$27.73	\$28.51
Transportation										
Dispatcher		\$ 22.31	\$ 23.22	\$ 24.27	\$ 25.31	\$ 26.45	\$ 27.90	\$28.74	\$29.57	\$30.41
Driver Trainer		\$ 22.31	\$ 23.22	\$ 24.27	\$ 25.31	\$ 26.45	\$ 27.90	\$28.74	\$29.57	\$30.41
Lead Driver		\$ 22.31	\$ 23.22	\$ 24.27	\$ 25.31	\$ 26.45	\$ 27.90	\$28.74	\$29.57	\$30.41
Bus Driver		\$ 20.85	\$ 21.76	\$ 22.82	\$ 23.84	\$ 24.97	\$ 26.16	\$26.94	\$27.73	\$28.51
Transportation Liaison		\$ 20.85	\$ 21.76	\$ 22.82	\$ 23.84	\$ 24.97	\$ 26.16	\$26.94	\$27.73	\$28.51
Crossing Guard		\$ 20.85	\$ 21.76	\$ 22.82	\$ 23.84	\$ 24.97	\$ 26.16	\$26.94	\$27.73	\$28.51
Bus Driver Substitute	\$ 20.27	\$ 20.85	\$ 21.76							

Longevity Steps

When an employee completes ten (10) years service in the District, add 3% to Step 6.

When an employee completes fifteen (15) years service in the District, add 6% to Step 6.

When an employee completes twenty (20) years service in the District, add 9% to Step 6.

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Educational Enhancement (see Schedule B)

Substitute Step

After Working more than twenty (20) consecutive shifts, or thirty (30) shifts in a single year, represented substitutes will be placed on Step 1 with advancement to Step 2 after three years of service.

Former employees, with more than one (1) year of service to the District shall be placed at Step 1.



Schedule A
Rainier School District
September 1, 2023 – August 31, 2024

	Sub Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 Years	15 Years	20 Years
Food Services										
Cook		\$18.67	\$19.40	\$20.26	\$21.13	\$22.01	\$22.96	\$23.65	\$24.34	\$25.03
Food Service Worker		\$17.02	\$17.41	\$18.19	\$19.01	\$19.85	\$20.77	\$21.39	\$22.02	\$22.64
Cashier		\$17.32	\$18.03	\$18.90	\$19.77	\$20.65	\$21.59	\$22.24	\$22.89	\$23.53
Food Service Substitute	\$17.02	\$17.02	\$17.41							
Paraeducators										
Educational Assistant		\$18.04	\$18.78	\$19.65	\$20.51	\$21.39	\$22.36	\$23.03	\$23.70	\$24.37
Library Assistant		\$18.04	\$18.78	\$19.65	\$20.51	\$21.39	\$22.36	\$23.03	\$23.70	\$24.37
Special Education		\$18.04	\$18.78	\$19.65	\$20.51	\$21.39	\$22.36	\$23.03	\$23.70	\$24.37
Educational Asst. Sub.	\$17.58	\$18.04	\$18.78							
Maintenance										
Maintenance		\$22.40	\$23.34	\$24.44	\$25.49	\$26.69	\$27.91	\$28.75	\$29.58	\$30.42
Custodial										
Custodian		\$19.65	\$20.50	\$21.34	\$22.29	\$23.21	\$24.28	\$25.01	\$25.74	\$26.47
Custodial Substitute	\$19.15	\$19.65	\$20.50							
Grounds										
Groundskeeper		\$21.89	\$22.83	\$23.95	\$25.00	\$26.19	\$27.41	\$28.23	\$29.05	\$29.88
Secretarial/Clerical										
Secretary I		\$20.45	\$21.31	\$22.22	\$23.26	\$24.26	\$25.33	\$26.09	\$26.85	\$27.61
Secretary II		\$21.57	\$22.46	\$23.40	\$24.26	\$25.14	\$26.10	\$26.88	\$27.67	\$28.45
Secretary III		\$22.11	\$23.20	\$23.97	\$24.81	\$25.73	\$26.75	\$27.55	\$28.36	\$29.16
Secretary Substitute	\$18.78	\$19.30	\$20.16							
Professional Technical										
Licensed Practical Nurse		\$23.75	\$24.69	\$25.80	\$26.86	\$28.03	\$29.28	\$30.16	\$31.04	\$31.92
Mechanics										
Lead Mechanic		\$23.21	\$24.15	\$25.24	\$26.32	\$27.50	\$28.68	\$29.54	\$30.40	\$31.26
Mechanic Assistant		\$21.68	\$22.63	\$23.73	\$24.79	\$25.97	\$27.21	\$28.03	\$28.84	\$29.66
Transportation										
Dispatcher		\$23.20	\$24.15	\$25.24	\$26.32	\$27.51	\$29.02	\$29.89	\$30.76	\$31.63
Driver Trainer		\$23.20	\$24.15	\$25.24	\$26.32	\$27.51	\$29.02	\$29.89	\$30.76	\$31.63
Lead Driver		\$23.20	\$24.15	\$25.24	\$26.32	\$27.51	\$29.02	\$29.89	\$30.76	\$31.63
Bus Driver		\$21.68	\$22.63	\$23.73	\$24.79	\$25.97	\$27.21	\$28.03	\$28.84	\$29.66
Transportation Liaison		\$21.68	\$22.63	\$23.73	\$24.79	\$25.97	\$27.21	\$28.03	\$28.84	\$29.66
Crossing Guard		\$21.68	\$22.63	\$23.73	\$24.79	\$25.97	\$27.21	\$28.03	\$28.84	\$29.66
Bus Driver Substitute	\$21.08	\$21.68	\$22.63							

Longevity Steps

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Former employees, with more than one (1) year of service to the District shall be placed at Step 1.



EDUCATION ENHANCEMENTS

Annual increases will be paid to employees who hold a degree or professional certificate as follows:

*Washington State Apprenticeship program - thirty cents (\$0.30) per hour, above the salary schedule.

*Associate of Arts Degree, equivalent or higher – thirty cents (\$0.30) per hour, above the salary schedule.

** Employees hired after 9/1/04:

1. Must serve a portion of an apprenticeship in the Rainier District to Receive Enhancement.

TITLE ONE CERTIFICATION

In order to assist paraeducators in meeting state and federal requirements for continued employment with the district, the District will offer free tutorials to paraeducators to prepare them for the examination and will establish an online testing site within the District. In addition, the District will pay the ESEA testing fee for all paraeducators. This applies to the first test only. Any re-testing fees will be at the expense of the employee.

Additionally, it is understood that the District recognizes all the OSPI approved methods allowed to satisfy Title One requirements.

Classified Staff Performance Review

Employee		Evaluation Date
Position		
Type of Evaluation	<input checked="" type="checkbox"/> Annual Review <input type="checkbox"/> 90 Day Review <input type="checkbox"/> Other:	

Evaluation Criteria Summary Report		Ratings
Criteria 1:	Initiative	3
Criteria 2:	Adaptability	3
Criteria 3:	Job Performance	3
Criteria 4:	Communication with Students, Staff, and Community	3
Criteria 5:	Teamwork	3
Criteria 6:	Professionalism	3
Criteria 7:	Professional Growth	3
Overall Summative Performance Score		21

Distinguished <small>(Overall Score 25-28)</small>
Proficient <small>(Overall Score 20-24)</small>
Basic <small>(Overall Score 14-19)</small>
Unsatisfactory <small>(Overall Score 7-13)</small>



General Comments

Area for Professional Growth

Signature of this Performance Review indicates that the Employee has received a copy of it. Employees who dispute these results may submit a written statement to be attached to this form in their personnel file (as per the Collective Bargaining Agreement).

Employee Signature	Date
Evaluator Signature	Date

<u>The following conditions may result in an employee being placed on a Remedial Plan of Improvement:</u>	
<ul style="list-style-type: none"> * Any employee with an Overall Summative Performance Score of "Unsatisfactory" ** Any employees with any one (1) Criteria marked as "Unsatisfactory" for two (2) consecutive years *** Any employee with three (3) or more years experience in their current role and an Overall Summative Performance Score of "Basic" for two (2) consecutive years 	
Is a "Remedial Plan of Improvement" recommended?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CRITERIA 1: Initiative		Criteria Rating
Ability to work independently		3
Unsatisfactory	Seldom meets job responsibilities without continuous supervision	Select the rating that most closely reflects the employee's performance. Unsatisfactory Basic <input checked="" type="radio"/> Proficient Distinguished
Basic	Sometimes is able to work independently but needs frequent monitoring	
Proficient	Performs all duties with minimal supervision; Often anticipates what needs to be done and completes the task	
Distinguished	Independent worker; Strives for or seeks new and better ways to perform duties	

If this criteria is marked as "Unsatisfactory", attach a written narrative outlining specific examples of "Unsatisfactory" performance.

CRITERIA 2: Adpatability		Criteria Rating
Ability to change and adapt to varying conditions		3
Unsatisfactory	Actively resists change	Select the rating that most closely reflects the employee's performance. Unsatisfactory Basic <input checked="" type="radio"/> Proficient Distinguished
Basic	Sometimes has difficulty making adjustments to work routines or assignment	
Proficient	Consistently able to make adjustments to work routines or assignments; Accepts change	
Distinguished	Adapts positivelt to and functions well in changes in work routines or assignments; Flexible; Functions effectively in a variety of situations	

If this criteria is marked as "Unsatisfactory", attach a written narrative outlining specific examples of "Unsatisfactory" performance.

CRITERIA 3: Job Performance		Criteria Rating
Executes skills necessary for the position		3
Unsatisfactory	Produces at an unacceptable level; Frequent or substantial errors; Lacks basic skills to perform job	Select the rating that most closely reflects the employee's performance. Unsatisfactory Basic <input checked="" type="radio"/> Proficient Distinguished
Basic	Produces at inconsistent levels; Errors are evident; Displays most skills required for tasks	
Proficient	Produces work at a satisfactory level and on time; Displays necessary skills for required tasks	
Distinguished	Produces high quality work in a timely and consistent manner; Finds ways to make the job more efficient and functional	

If this criteria is marked as "Unsatisfactory", attach a written narrative outlining specific examples of "Unsatisfactory" performance.

CRITERIA 4: Communication with Students, Staff, and Community		Criteria Rating
Ability to exchange verbal and written information effectively		3
Unsatisfactory	Use of ineffective or inappropriate communication skills seriously affects job function	Select the rating that most closely reflects the employee's performance. Unsatisfactory Basic <input checked="" type="radio"/> Proficient Distinguished
Basic	Lack of effective communication skills affect job function	
Proficient	Carries out and conveys written and verbal information with skill and accuracy; Cooperative and helpful	
Distinguished	Provides excellent communication which enhances service to others; Takes initiative and anticipates communication needs	

If this criteria is marked as "Unsatisfactory", attach a written narrative outlining specific examples of "Unsatisfactory" performance.

CRITERIA 5: Teamwork		Criteria Rating
Ability to work well with others		3
Unsatisfactory	Avoids participation with team; Sabotages team decisions; Frequently causes friction with others	Select the rating that most closely reflects the employee's performance. Unsatisfactory Basic <input checked="" type="radio"/> Proficient Distinguished
Basic	Passive team participant; Inconsistently supports team decisions; Occasionally causes friction with others	
Proficient	Contributes and participates as a positive teammember	
Distinguished	Actively promotes team performance and demonstrates leadership	

If this criteria is marked as "Unsatisfactory", attach a written narrative outlining specific examples of "Unsatisfactory" performance.

CRITERIA 6: Professionalism		Criteria Rating
Behavior, confidentiality, punctuality and attendance, personal appearance		3
Unsatisfactory	Professional attitude, behavior, and demeanor are consistently negative; Inappropriately shares confidential information; Frequently late or absent; Unreliable; Personal appearance is inappropriate for the workplace and job function	Select the rating that most closely reflects the employee's performance. Unsatisfactory Basic <input checked="" type="radio"/> Proficient Distinguished
Basic	Professional attitude, behavior, and demeanor are sometimes negative; Occasional errors in sharing confidential information; Not always on time; Not always reliable; Sometimes needs reminders about appropriate personal appearance	
Proficient	Demonstrates professional behavior and demeanor; Deals appropriately with confidential information; Is on time for work and appointments; Reliable; Personal appearance is appropriate for the workplace and job function	
Distinguished	Professional behavior and demeanor positively influence the workplace; Deals appropriately with confidential information; Is on time for work and appointments; Reliable; Personal appearance is appropriate for the workplace and job function	

If this criteria is marked as "Unsatisfactory", attach a written narrative outlining specific examples of "Unsatisfactory" performance.

CRITERIA 7: Professional Growth		Criteria Rating
Continual improvement in job skills and knowledge		3
Unsatisfactory	Fails to show inclination to improve; Resists feedback	Select the rating that most closely reflects the employee's performance. Unsatisfactory Basic <input checked="" type="radio"/> Proficient Distinguished
Basic	Planning and steps for professional growth are sometimes taken; Reluctantly accepts feedback	
Proficient	Strives for improvement on a regular basis; Is committed to overall job performance; Accepts feedback	
Distinguished	Seeks feedback and uses input for own growth; Shares new learning with others; Overall job performance is enhanced through continual growth	

If this criteria is marked as "Unsatisfactory", attach a written narrative outlining specific examples of "Unsatisfactory" performance.

1 **Letter of Agreement**

2
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE
4 FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948 RAINIER CHAPTER AND THE RAINIER SCHOOL
6 DISTRICT #307. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XIV,
7 SECTION 14.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

8
9 The parties agree that:

10
11 It is agreed and understood by the Rainier School District and PSE that the previous August 19, 2013
12 MOU shall be replaced with this LOA. Effective September 1, 2014 a position of Transportation
13 Supervisor shall be established. This position shall perform a blend of both supervisory and bargaining
14 unit mechanic/dispatch duties and the position shall be fully exempt from the bargaining unit and any
15 terms and conditions of the PSE Collective Bargaining Agreement.

16
17 It, however, is also agreed and understood that the position titles of “Lead Mechanic”, “Mechanic
18 Assistant”, and “Dispatcher” shall remain on Schedule A and mechanic and dispatcher work
19 considered as exclusive to the bargaining unit. As such, any future mechanic or dispatch positions
20 posted as transportation service and supervisory needs grow shall be exclusive to the bargaining unit.

21
22
23
24 This Letter of Agreement shall become effective upon signature of both parties; shall remain in effect
25 until August 31, 2024, or until the conditions outlined within this Letter of Agreement are met; and
26 shall be attached to the current Collective Bargaining Agreement.

27
28 PUBLIC SCHOOL EMPLOYEES
29 OF WASHINGTON/SEIU Local 1948

30
31 RAINIER CHAPTER

RAINIER SCHOOL DISTRICT #307

32
33
34 BY: _____
35 Larry Sutton, Chapter President

BY: _____
Bryon Bahr, Superintendent

36
37
38
39
40 DATE: _____

DATE: _____

