

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**BURLINGTON-EDISON SCHOOL DISTRICT**  
AND  
**PUBLIC SCHOOL EMPLOYEES OF**  
**BURLINGTON-EDISON SCHOOL DISTRICT**

SEPTEMBER 1, 2016 - AUGUST 31, 2018



**Public School Employees of Washington / SEIU Local 1948**  
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1 **P R E A M B L E**

2  
3 This Agreement is made and entered into between Burlington-Edison School District (hereinafter  
4 "District") and the Public School Employees of Burlington-Edison, an affiliate of Public School  
5 Employees of Washington (hereinafter "Association").  
6

7 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
8 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the  
9 parties agree as follows:  
10

11 **A R T I C L E I**

12 **RECOGNITION AND COVERAGE OF AGREEMENT**

13  
14  
15  
16 **Section 1.1.**

17 The District hereby recognizes the Association as the exclusive representative of all employees in the  
18 bargaining unit as defined in Section 1.4, except as described in Section 1.2, and the Association  
19 recognizes the responsibility of representing the interests of all such employees.  
20

21  
22 **Section 1.2.**

23 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties  
24 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the  
25 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).  
26

27 **Section 1.3.**

28 The District agrees to provide current job descriptions for all positions covered by this Agreement to  
29 the President of the local chapter, upon request. Requests for reevaluation of existing positions will be  
30 made in writing to the Superintendent with a copy to the Association President. Job descriptions that  
31 are changed by the District which reflect substantial changes impacting the hours, wages and working  
32 conditions of the employee and new job descriptions that are created by the District covering  
33 employees under the scope of this Agreement will be made available to the President of the local  
34 chapter in advance of the implementation, if possible.  
35

36 **Section 1.3.1. Reclassification Committee.**

37 A request for reclassification shall be submitted in writing to the Human Resources Office. A  
38 reclassification request must include the employee's current job title, the perceived increased  
39 job duties and/or responsibilities on which the reclassification request is made, and the  
40 proposed position and/or rate of pay.  
41

42 Reclassification requests shall be reviewed by a committee comprised of two employees  
43 appointed by the Association and two non-bargaining unit employees appointed by the District.  
44 The committee may conduct its business at the District's option during non-working hours and  
45 shall have the following responsibilities:  
46

- 47 A. Review the written reclassification request;  
48 B. Interview the employee and his/her supervisor regarding current job requirements; and

1 C. Review all relevant documentation including the employee's current job description.  
2 Upon completion of the above, the committee shall make a decision regarding the request  
3 and shall provide an explanation for the decision. Said decision shall not be subject to  
4 review or appeal through the Article XIV – Grievance Procedure.  
5

6 The written and verbal contents of a reclassification request and review shall be confidential  
7 except as required by law.  
8

9 **Section 1.4.**

10 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
11 the following general job classifications:  
12

13	Administrative Assistant	Maintenance - Grounds
14	Instructional Assistants	Professional-Technical
15	Custodial	Transportation
16	Food Service	

17  
18 The Superintendent/Board of Directors' Secretary, Payroll Secretary and the District Auditor are  
19 exempt from Association representation.  
20

21 **Section 1.5 Definition of Positions.**  
22

- 23 A. Regular Position is a position covered by all of the provisions of this Agreement. The parties  
24 understand that certain positions are funded by grants and, if the position is eliminated due to the  
25 withdrawal of funding, affected employees will be in a layoff status until such time as they bid on  
26 and are awarded an open position.  
27
- 28 B. Temporary Position is a new position created by the District with the actual intent that this position  
29 will only last for a period during the school year for which it is created. An employee shall work in  
30 a temporary position for a minimum of 60 working days to be covered by all the provisions of this  
31 Agreement. In addition, upon completion of the term of the temporary position, the leave  
32 replacement employment is terminated.  
33
- 34 C. Substitute Employee is one who fills in for another employee.  
35
- 36 1. Substitute employees who work for less than thirty (30) workdays in a school year are not  
37 covered by this Agreement.  
38
  - 39 2. Substitute employees who work thirty (30) or more intermittent workdays in a school year  
40 period are included in the bargaining unit limited to the Sub column of Schedule A and the  
41 grievance procedure with regard to the proper application of Schedule A.  
42
  - 43 3. Substitute employees hired to fill position on Board-approved leaves of absence will be hired  
44 for the duration of such leave, during which time they shall be subject to Schedule A and the  
45 grievance procedure with regard to the proper application of Schedule A. In addition, upon  
46 completion of the term of the leave, the leave replacement substitute's employment is  
47 terminated.  
48

1 D. The District may hire AVID tutors and pay them at minimum wage; AVID tutors shall not be  
2 covered by the provisions of this Agreement.  
3  
4

## 5 6 ARTICLE II

### 7 8 RIGHTS OF THE EMPLOYER

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

11 It is agreed that the customary and usual rights, powers, functions and authority of management are  
12 vested in management officials of the District. Included in these rights in accordance with and subject  
13 to applicable laws, regulations, and the provisions of this Agreement, unless clearly relinquished, is the  
14 right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in  
15 positions; the right to suspend, discharge, demote, or take other disciplinary action against employees;  
16 and the right to release employees from duties because of lack of work or for other legitimate reasons.  
17 The District shall retain the right to maintain efficiency of the District operation by determining the  
18 methods, the means, and the personnel by which such operation is conducted.  
19

#### 20 **Section 2.2.**

21 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
22 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
23 matters of working conditions, the District shall give due regard and consideration to the rights of the  
24 Association and the employees as required by this Agreement.  
25  
26  
27

## 28 29 ARTICLE III

### 30 31 RIGHTS OF THE EMPLOYEES

#### 32 **Section 3.1.**

33 Neither the District nor the Association shall directly or indirectly interfere with, restrain, coerce, or  
34 discriminate against the employees in the free exercise of their right to organize and designate  
35 representatives of their own choosing for the purpose of collective bargaining, or in the free exercise of  
36 any other right under RCW 41.56.  
37

#### 38 **Section 3.2.**

39 Each employee, after having brought a matter of concern regarding the application or interpretation of  
40 this Agreement to their immediate District Supervisor and not receiving satisfaction, shall have the  
41 right to bring the specific question regarding the application or interpretation of the Agreement to the  
42 appropriate Association representatives and/or appropriate District officials.  
43

#### 44 **Section 3.3.**

45 Employees subject to this Agreement have the right to have Association representatives present at  
46 discussions between themselves and supervisors or other representatives of the District as hereinafter  
47 provided.  
48

1 **Section 3.4.**

2 Neither the District, nor the Association, shall unlawfully discriminate against any employee with  
3 respect to the employment of any person because of the person's age, gender, marital status, race,  
4 creed, color, national origin, sexual orientation, or the presence of any sensory, mental, or physical  
5 handicap disability, unless based upon a bona fide occupational qualification provided that the  
6 prohibition against discrimination because of such handicaps disabilities shall not apply if the  
7 particular disability prevents the proper performance of the particular worker or others involved.  
8

9 **Section 3.5.**

10 The District agrees to consult with, discuss, and receive input from the PSE with regards to those  
11 bargainable conditions of employment concerning the employees' work year.  
12  
13  
14

15 **ARTICLE IV**

16 **RIGHTS OF THE ASSOCIATION**

17  
18  
19 **Section 4.1.**

20 The Association has the right and responsibility to represent the interests of all employees in the unit  
21 by presenting its concerns either orally or in negotiations on personnel matters, including wages, hours,  
22 and working conditions in accordance with RCW 41.56.030, Subsection (4).  
23

24 **Section 4.2.**

25 The Association will be notified by the District of a grievance by an employee in the bargaining unit  
26 when such grievance is presented to the District in accordance with the terms of Article XIV. The  
27 Association is entitled to have an observer at formal hearings conducted by District officials regarding  
28 matters arising out of a grievance and to make known the Association's views concerning the case.  
29

30 **Section 4.3.**

31 The names of employees in the bargaining unit will be provided to the President of the Association  
32 upon reasonable request when changes occur. The District will provide each new employee with a  
33 copy of this Agreement which will be furnished to the District by the Association.  
34

35 **Section 4.4.**

36 The Association reserves and retains the right to delegate any right or duty contained herein to  
37 appropriate officials of the Public School Employees of Washington State Organization / SEIU.  
38

39 **Section 4.5.**

40 The District will agree to provide personnel information submitted to SPI regarding employees in the  
41 bargaining unit upon reasonable request by the Association.  
42

43 **Section 4.6. Bulletin Boards.**

44 The District shall provide bulletin board space in each school, if requested by the Association member  
45 in said school, for the use of the Association. The bulletins posted by the Association are the  
46 responsibility of the officials of the Association. Each bulletin shall be signed by the Association  
47 official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no

1 other distribution or posting by employees or the Association of pamphlets, advertising, political  
2 matter, notices of any kind, or literature on District property, other than herein provided.

3  
4 **Section 4.6.1.**

5 The responsibility for the prompt removal of notices from the bulletin boards after they have  
6 served their purpose shall rest with the individual who posted such notices.

7  
8 **Section 4.7.**

9 Up to twenty (20) days of leave shall be available each school year to the Association, for use by  
10 employees designated by the Association, for the purpose of conducting Association business. Such days  
11 shall be known as Association Leave and requests for such days must be in writing to the  
12 Superintendent or Designee at least five (5) working days prior to the release day(s) requested, except  
13 by mutual agreement. The cost for substitutes will be paid for from chapter funds. Additional  
14 Association Leave will be considered by the District on a case-by-case basis.

15  
16 **Section 4.8.**

17 Night custodians may be allowed to attend PSE meetings for a maximum of ninety (90) minutes per  
18 meeting, provided their building is secured and locked before leaving, and provided further that they  
19 shall complete their regular duties.

20  
21  
22 **ARTICLE V**

23 **ASSOCIATION REPRESENTATION**

24  
25  
26  
27 **Section 5.1.**

28 The Association will designate a Conference Committee of three members who will meet with the  
29 Superintendent of the District and/or the Superintendent's designated representatives on a mutually  
30 agreeable basis to discuss appropriate matters.

31  
32 **Section 5.2.**

33 The District will provide suitable space to conduct such meetings.

34  
35 **Section 5.3.**

36 When formal meetings are held between representatives of the Association and representatives of the  
37 District pursuant to Section 5.1, formal minutes may be prepared upon the request of either party.  
38 Preparation of the minutes will be by a mutually agreed upon person participating in the meeting.  
39 Copies of the completed minutes will be furnished the Association and the District.

40  
41 **Section 5.4.**

42 The Association representative shall represent the Association and employees in meetings with  
43 officials of the District to discuss the application and interpretation of this Agreement. They may  
44 receive and investigate complaints or grievances of employees and thereafter advise employees of  
45 rights and procedures outlined in this Agreement. They may not, however, continue to advise the  
46 employee on courses of action after the employee has indicated that he does not desire to pursue a  
47 grievance.

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## ARTICLE VI

### HOURS OF WORK AND OVERTIME

**Section 6.1.**

Normally, the workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

**Section 6.1.1.**

Except in the case of an emergency, each employee shall be assigned to a definite and regular shift workweek, and work schedule with a definite beginning and ending time which shall not be changed without prior notice to the employee of three (3) calendar weeks, provided, however, this notice may be waived by the employee.

**Section 6.2.**

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first shift is defined as any work shift beginning between 5:00 a.m. and 1:29 p.m. The second shift is defined as any work shift beginning between 1:30 p.m. and 6:00 p.m., except in the case of bus drivers who work a morning route only, these hours shall be considered as a first shift.

**Section 6.2.1.**

The first shift shall consist of eight (8) hours of work out of a minimum of eight and one-half (8½) hours or a maximum of nine (9) hours of consecutive time coinciding with a minimum of thirty (30) minutes to a maximum of sixty (60) minutes of uninterrupted lunch period as near the middle of the shift as is practicable and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which shall occur as near the middle of each half shift as is practicable.

**Section 6.2.2.**

The second shift shall consist of seven and one-half (7½) hours of work out of eight (8) hours of time coinciding with a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

**Section 6.3.**

In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each three (3) hours of work. A maximum of two (2) fifteen (15) minute breaks will be allowed. Shifts in excess of four (4) hours per day shall include, in addition to the above, a non-paid uninterrupted lunch period of not less than thirty (30) minutes, to be as near the middle of the shift as possible.

**Section 6.4.**

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and the supervisor. In the event the District requires an employee to



1 forego a lunch period and the employee works the entire shift, including the lunch period, the  
2 employee shall be compensated for the foregone lunch period at overtime rates.

3  
4 **Section 6.5.**

5 In the event of an unusual school closure due to inclement weather, the District will provide  
6 information to employees by updating the Burlington Edison School District Emergency Information  
7 line at 360.542.3420. Staff can also access the Burlington Edison School District website and click on  
8 Emergency Information. When there is a school closure, all twelve-month employees are required to  
9 report at their regularly scheduled time or as close to that time as conditions permit. Employees who  
10 could not be notified and who report to work will be paid a two (2) hour minimum call at their base  
11 rate; provided, however, that no employee shall be entitled to a minimum call in the event of actual or  
12 constructive notification of the closure by the District prior to leaving home. In the event of delayed  
13 starting time for students due to inclement weather, all employees, except bus drivers, are required to  
14 report at their regularly scheduled time.

15  
16 **Section 6.6.**

17 In the Instructional Assistant category, the District may increase time within a position up to  
18 one (1) hour per day. Increases of more than one (1) hour per day within a position shall be  
19 considered a new and open position and shall be posted per Sections 9.6.1 and 9.9. except as  
20 provided in Section 6.6.1.1 below.

21  
22 **Section 6.6.1.**

23 Instructional Assistants (excluding substitutes) whose regularly scheduled hours of  
24 work are reduced more than a total of one (1) hour during two (2) consecutive school  
25 years will have first right of refusal to restoration of hours as they become available in  
26 the Assistant's building/worksites provided the Assistant is qualified to perform the work  
27 of the available hours. If more than one employee has lost hours in excess of one (1)  
28 hour within a building/worksites time added back will be offered on the basis of seniority  
29 provided the Assistant has submitted a written showing of interest for additional time to  
30 his/her principal or site supervisor.

31  
32 Principals/directors will notify all employees within their building/worksites about any  
33 available extra hours. An employee will forfeit rights to reinstate hours if they do not  
34 respond to the first offer of hours within three (3) work days.

35  
36 **Section 6.7. Bus Driver Workday and Added Time.**

37 Shifts shall be established for transportation personnel in relation to the routes and driving times  
38 necessary to fulfill tasks assigned by the Transportation Director. The work time for bus drivers will  
39 be the actual route time plus one-half (½) hour per day (two and one-half (2½) per week) for the  
40 purpose of checking, maintaining, cleaning, and washing their assigned vehicle. If the driver is  
41 assigned to more than one (1) vehicle during the regular work day, the time for cleaning, fueling, and  
42 safety inspection shall apply to each vehicle. A maximum of three (3) hours per assigned vehicle(s)  
43 for end-of-year responsibilities of cleaning and inspections may be reported for payment on a  
44 timesheet.

45  
46 Extra trips (all trips other than regular daily scheduled runs) shall be compensated at the employee's  
47 regular hourly rate for two (2) hours or actual time, whichever is greater. If there is forty-five (45)

1 minutes or less between the regular assignment and an extra run, time for added pay will begin at the  
2 end of the regular shift.

3  
4 Extra trip bus drivers shall be required to check their bus at thirty (30) minute intervals. Employees on  
5 standby shall be required to check their bus at thirty (30) minute intervals. Overnight trips shall be the  
6 same as extra trips except eight (8) hours shall be deducted for driver's unpaid personal time. If  
7 weekly hours of paid work exceed forty (40), overtime rates shall apply.

## 8 9 **Field Trip Board**

### 10 11 **Eligibility**

- 12  
13 A. All regular AM/PM drivers will be placed on the Biddable Trip Board. The trip board will be in  
14 seniority order and a complete rotation will be made before substitutes are called to drive an extra  
15 trip. New drivers will be placed on the trip board as soon as they become a regular AM/PM driver.  
16  
17 B. Drivers shall not be considered eligible for extra trips if the extra trip conflicts in any way with the  
18 driver's regularly assigned duties, or if the extra trip would require the District to pay overtime,  
19 unless the District decides otherwise.  
20  
21 C. Each year, drivers may take up to eight (8) extra trips for personal reasons called "special  
22 requests". The District shall have the right to accept or deny such requests. The driver shall not  
23 lose next rotation on the trip board if the special request was taken from the non-biddable trip  
24 board and the special request is accepted. If the driver special requests a trip that is taken from the  
25 regular trip board (am/pm drivers) and the request is accepted, the driver will then lose the next  
26 rotation on the trip board. All trips occurring outside the normal workday (i.e., Saturday, Sunday,  
27 holidays, etc.) will be placed on the trip board and will not be available for special requests. More  
28 than two (2) "special request" trips per day must be approved by the District.  
29  
30 D. AM Drivers – Each year, drivers may take up to eight (8) extra trips for personal reasons called  
31 "special requests". The District shall have the right to accept or deny such requests. The driver  
32 shall not lose next rotation on the trip board if the special request was taken from the non-biddable  
33 trip board and the special request is accepted. If the driver special requests a trip that is taken from  
34 the regular trip board (AM drivers) and the request is accepted, the driver will then lose the next  
35 rotation on the trip board. More than two (2) "special request" trips per day must be approved by  
36 the District.

### 37 38 **Award Guidelines**

- 39  
40 A. The driver who is awarded the trip will receive a trip sheet at the time of bidding.  
41 B. Dispatchers may assign trips or emergency short notice trips on which no one bids.  
42 C. If the trip is canceled, the driver has the option to take the re-scheduled trip or return to the top of  
43 the trip roster for the next round of bidding.  
44

### 45 46 **Logistics**

- 47 A. There will be two lists kept by seniority. One for regular trips and one for short notice trips.  
48

- 1 B. A Short Notice Trip Board will be available to regular AM/PM drivers.  
2  
3 C. The standardized bidding time for field trips will be Monday mornings or the first working day of  
4 the week, after the regular AM bus runs.  
5  
6 D. Field trips shall be assigned on a rotating seniority basis. Each quarter drivers will be listed by  
7 seniority to start the rotation.  
8  
9 E. All known trips for the next fourteen (14) days shall be posted. Each driver has the responsibility  
10 to check the posting. If a driver is unable to attend the Monday bidding session, it is the driver's  
11 responsibility to give the dispatcher their preference.  
12

13 **Section 6.7.1.**

14 Supplemental/Extended routes shall be bid per Section 9.6.1, provided such assignment does  
15 not cause hardship on operation of the District. Any additional time, e.g. extra runs, music  
16 runs, midday runs, Head Start, Kindergarten and extended time, shall be reposted annually.  
17

18 **Section 6.7.2.**

19 All new and open routes that increase by thirty (30) minutes or more, by the end of the third  
20 week of the school year, shall be re-posted. Any new or open routes that increase by thirty (30)  
21 minutes or more during the school year shall be re-posted within thirty (30) days of the increase  
22 in time.  
23

24 **Section 6.8.**

25 The District shall only use employees classified as regular bus drivers, including substitutes; meeting  
26 federal and Washington State requirements for school bus drivers to drive District buses unless an  
27 emergency arises. An emergency presupposes that a regular bus driver is not available and requires  
28 the use of a qualified driver.  
29

30 **Section 6.8.1. Charters.**

- 31  
32 A. The District may charter buses for ROTC trips. In addition, the District has the discretion  
33 of chartering up to four (4) trips per school year for any reason.  
34  
35 B. The District may use a charter bus when there are not enough drivers or equipment to cover  
36 a trip(s).  
37

38 **Lack of Drivers:** The District cannot fill routes or scheduled trips with regular drivers or  
39 substitute drivers. The supervisor, mechanics, or the dispatcher will not be considered as a  
40 driver in this situation. They are reserved for emergencies. The District does recognize if a  
41 mechanic is used in an emergency, the regular driver would have priority to the trip/route with  
42 the most hours.  
43

44 **Lack of Equipment:** All buses are in use or out of service. The District needs two sixty-six  
45 (66) plus passenger buses on standby during the daily route time.  
46

47 Excluded from long trips are the District buses that do have storage compartments that will  
48 hold some of the items to be safely transported on some of the extra trips (i.e., marching band

1 instruments), nor can these items be safely stowed in the passenger area of the school bus for  
2 long trips. A committee, comprised of the PSE President, the two PSE representatives for bus  
3 drivers, and the transportation supervisor will determine when in the interest of safety an  
4 alternate mode of transportation may be used (such as charter buses).

5  
6 **Section 6.8.2. Van Usage.**

7 Van/SUV-type vehicles may be used to transport no more than sixteen (16) students. When  
8 transporting more than sixteen (16) students, a school bus shall be required except as noted in  
9 the preceding Section 6.8.1. Charters.

10  
11 **Section 6.9.**

12 Bus drivers shall be paid at the appropriate rate for downtime because of road restrictions. On  
13 downtime days the driver would be requested to report for work each day unless notice is given to the  
14 contrary.

15  
16 **Section 6.9.1.**

17 The Supervisor of Transportation will hold a minimum of two (2) driver's meetings annually.  
18 Drivers shall receive their regular rate of pay for attendance at all such meetings.

19  
20 **Section 6.9.2. Video Cameras.**

21 The District uses video cameras in school buses to monitor student behavior and such use is not  
22 intended to replace or supplant the normal driver evaluation procedure. The parties understand  
23 and agree to the following items concerning utilization of video tapes recorded on school buses.

- 24  
25 A. The Transportation Supervisor will make reasonable efforts to accommodate drivers who  
26 request to view video tapes taken on their bus by scheduling such viewing at times which  
27 do not interfere with the normal operation of the Transportation Department or cause the  
28 District to incur additional compensation costs.
- 29  
30 B. Drivers will be invited to attend meetings requested by parents to view video tapes on  
31 school buses which include their child or affected driver.

32  
33 **Section 6.10. Overtime.**

34  
35 **Section 6.10.1.**

36 In the assignment of overtime, the District agrees to provide the employee with as much  
37 advance notice as practicable in the circumstances. Normally an employee designated to work  
38 overtime on days other than the workweek will be advised of the possibility no later than  
39 twenty-four (24) hours prior to the end of the last shift before the overtime commences.

40  
41 **Section 6.10.2.**

42 All hours compensated in excess of forty (40) hours in a normal week shall be compensated at  
43 the rate of one and one-half (1-1/2) times the employee's regular pay. A normal week is  
44 defined in Section 6.1 as hours worked Monday through Sunday. Bus drivers are paid in  
45 accordance with Section 6.8.

1 **Section 6.10.3.**

2 All normal shift hours worked on the sixth (6th) consecutive day shall be compensated at the  
3 rate of one and one-half (1½) times the employee's regular pay except with a prior agreement  
4 between employee and the immediate supervisor to trade normal hours for sixth (6th) or  
5 seventh (7th) day hours. All hours worked on the seventh (7th) consecutive day shall be  
6 compensated at a rate twice the employee's regular pay.  
7

8 **Section 6.10.4.**

9 Employees called back on the sixth (6th) or seventh (7th) consecutive work day shall receive  
10 no less than two (2) hour's pay at the appropriate rate. If asked to stay beyond the normal shift  
11 on a regular work day, the employee shall receive no less than one (1) hour's pay at the  
12 appropriate rate.  
13

14 **Section 6.10.5.**

15 Employees called back outside the regular, assigned work day will receive no less than two (2)  
16 hour's pay at time and one-half the employee's regular rate of pay.  
17  
18  
19

20 **ARTICLE VII**

21 **HOLIDAYS AND VACATIONS**

22  
23 **Section 7.1.**

24 All employees shall receive the following paid holidays that fall within their scheduled work year:  
25

- |    |                           |                                       |
|----|---------------------------|---------------------------------------|
| 26 | 1. New Year's Day         | 7. Labor Day                          |
| 27 | 2. Martin Luther King Day | 8. Veterans' Day                      |
| 28 | 3. President's Day        | 9. Thanksgiving Day                   |
| 29 | 4. Friday of Spring Break | 10. Day after Thanksgiving            |
| 30 | 5. Memorial Day           | 11. Day before or day after Christmas |
| 31 | 6. Independence Day       | 12. Christmas Day                     |
| 32 |                           |                                       |
| 33 |                           |                                       |

34 **Section 7.1.1. Unworked Holidays.**

35 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect  
36 at the time the holiday occurs. Employees who are on the active payroll on the holiday and  
37 have worked either their last scheduled shift preceding the holiday or their first scheduled shift  
38 succeeding the holiday, and are not on leave of absence, other than sick leave, shall be eligible  
39 for pay for such unworked holiday. An exception to this requirement will occur if employees  
40 can furnish proof satisfactory to the District that because of illness they were unable to work on  
41 either of such shifts, and the absence previous to such holiday, by reason of such illness, has  
42 not been longer than thirty (30) regular work days.  
43

44 **Section 7.1.2. Worked Holidays.**

45 Employees who are required to work on the above described holidays shall receive the pay due  
46 them for the holiday, plus the addition of one and one-half (1½) times their regular hourly rate  
47 for hours worked for the first eight (8) hours on such holiday. For all hours worked in excess  
48 of eight (8) hours, the employee shall be paid at twice their regular hourly rate of pay.

1 It is the intent of the District and the Association to align all classified and certificated holidays  
2 where possible; if not possible, and the classified holiday falls on a regular school day, then an  
3 alternate holiday will be taken by affected classified personnel, or will be paid as described in  
4 the preceding paragraph.

5  
6 **Section 7.1.3. Holidays During Vacation.**

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

9  
10 **Section 7.2. Vacations.**

11 All employees working twelve (12) months (260 days) subject to this Agreement shall be credited with  
12 days of vacation credit, based on days worked during the fiscal year September 1 through August 31.  
13 Said vacation credit shall be earned and used as stipulated in this Article and Article XVI, Section  
14 16.5.

- 15  
16 A. Employees working 12 months (260 days) shall take vacation days as paid release time.  
17 Vacation may be taken as it is earned on a monthly basis or may be accrued as per Section  
18 7.2.2. Periods of vacation shall be scheduled in advance with the department supervisor.

19  
20 The vacation credit schedule for full-time employees is as follows:

21  
22

<u>Year(s) Of Service with the District</u>	<u>Vacation Days Annually</u>	<u>Vacation Days Monthly</u>
23 1st through 5th year	10	.83
24 6th through 14th year	15	1.25
25 15th through 20th year	20	1.66
26 21st year	21	1.75
27 22nd year	22	1.83
28 23rd year	23	1.92
29 24th year	24	2.00
30 25th year	25	2.08
31 26 <sup>th</sup> year	26	2.17
32 27 <sup>th</sup> year	27	2.25
33 28 <sup>th</sup> year	28	2.33
34 29 <sup>th</sup> year	29	2.41
35 30 <sup>th</sup> year	30	2.5

36  
37  
38

39 **Section 7.2.2.**

40 Full time employees may not carry a balance of vacation days earned in excess of two years.  
41 Any time accumulated beyond two years as of August 31 of any year will be lost unless a time  
42 extension or additional pay (at the employee's regular per diem) is mutually agreed to between  
43 the District and the employee. Upon separation from service by reasons of resignation, layoff,  
44 dismissal, retirement, or death, employees are entitled to a lump sum payment of unused  
45 vacation. No contributions will be made to an employee's retirement account for accrued  
46 vacation in excess of 30 days.

47  
48

1 **Section 7.2.3.**

2 Time on authorized leave of absence will be counted as continuous service for the purpose of  
3 establishing and retaining eligibility dates.

4  
5 **Section 7.2.4.**

6 Those employees who are considered school-year employees (less than 260 days employees)  
7 shall not take vacation days during their employment year. Effective September 1, 2016,  
8 vacation pay is incorporated into hourly rate. This was a one-time adjustment to the hourly  
9 rate.  
10  
11

12 **ARTICLE VIII**

13 **LEAVES**

14  
15  
16 **Section 8.1.**

17 Each employee shall be granted and accrue sick leave at a rate of twelve (12) days per year. Sick leave  
18 shall be vested when earned and may be accumulated up to the legal maximum for illness, injury, and  
19 emergencies, and accrue at a rate not more than twelve (12) days per annum. The District shall project  
20 the number of annual days of sick leave at the beginning of the school year according to the estimated  
21 calendar months the employee is to work during that year. Should an employee leave the employment  
22 of the District having used more sick leave than earned or accumulated, the employee's final pay  
23 warrant shall be adjusted for the amount of the unearned leave. Sick leave benefits shall be paid on the  
24 basis of base hourly rate applicable to the employee's normal daily work shifts; provided, however, that  
25 should an employee's normal daily work shift increase or decrease subsequent to an accumulation of  
26 days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily  
27 work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an  
28 hourly rather than a daily basis.  
29

30  
31 Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or  
32 injury, shall notify their immediate supervisor at the earliest possible moment stating the reason. For  
33 planned surgeries or anticipated disablements which will necessitate illness or injury leave, the affected  
34 employee shall notify his or her immediate supervisor a reasonable time before the leave of the  
35 anticipated dates during which leave will be required, usually sixty (60) days in advance for planned or  
36 anticipated disablements or maternity disability. The employee shall provide a statement from his/her  
37 licensed medical doctor stipulating that the employee's health condition requires that disability leave be  
38 granted at the time of requested leave.  
39

40 Upon return to duty the employee shall be required to sign an absence report verifying that the absence  
41 was due to illness or injury. A doctor's statement of illness may be required.  
42

43 Physical disablement caused by maternity, childbirth and recovery therefrom shall be considered as a  
44 form of illness for the purposes of this leave. An employee who takes maternity disability leave shall  
45 return to work within ninety (90) days of childbirth unless the employee's doctor certifies in writing  
46 that she is unable to assume her duties. Use of sick leave shall only be available during the period of  
47 time a licensed medical doctor certifies that the employee is disabled and cannot work.  
48

1 **Section 8.1.1. Emergency Leave.**

2 Emergency leave may be granted for not more than two (2) days per year to classified  
3 employees with no deduction in pay. This leave is non-cumulative and will be taken from sick  
4 leave. Emergency leave may be taken in case of emergencies as defined in the following:

- 5
- 6 A. The problem must have been suddenly precipitated, must be of such a nature that pre-  
7 planning is not possible or where pre-planning could not relieve the necessity for the  
8 person's absence.
- 9
- 10 B. The problem cannot be one of minor importance or of mere convenience, but must be of a  
11 serious nature.
- 12

13 **Section 8.1.2. Sick Leave Attendance Incentive Program.**

14 In January of the year following any year in which a minimum of sixty (60) days of leave for  
15 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
16 option to receive remuneration for unused leave for illness or injury accumulated in the  
17 previous year at a rate equal to one (1) day's monetary compensation of the employee for each  
18 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for  
19 illness or injury for which compensation has been received shall be deducted from accrued  
20 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary  
21 compensation. No employee may receive compensation for sick leave accumulation in excess  
22 of one (1) day per month. Payment must be made no later than the March payroll.

23

24 **Section 8.1.3.**

25 At the time of separation from school district employment due to retirement or death, an  
26 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's  
27 current monetary compensation for each four (4) days accrued leave for illness or injury.

28

29 For the purposes of this subsection, "eligible employee" means (a) employees who separate  
30 from employment due to retirement or death; (b) employees who separate from employment  
31 and who are at least fifty-five (55) and have at least ten years of service under the Washington  
32 School Employees Retirement System Plan 3 as defined in RCW 41.35.010(31); or (c)  
33 employees who separate from employment and who are at least fifty-five (55) and have at least  
34 fifteen (15) years of service under the Washington School Employees Retirement System Plan  
35 2 as defined in RCW 41.35.010(30), or under the Public Employees Retirement System Plan 2  
36 as defined in RCW 41.40.010(34).

37

38 **Section 8.1.4. Shared Leave.**

39 Employees represented by this Agreement shall be able to utilize all rights and obligations  
40 available to them through any District-administered leave sharing program as authorized by  
41 state law and by District policies and procedures.

42

43 **Section 8.2. Leave for Bereavement.**

44 Each employee shall be entitled to a maximum of five (5) days with pay for absence caused by death to  
45 an employee's child, spouse, parent, domestic partner, step-parent, brother, sister, mother-in-law,  
46 father-in-law, grandparent or grandchild, foster child or member of the employees household. Two (2)  
47 days shall be granted for death of uncle, aunt, cousin, nephew, brother-in-law, sister-in-law, and niece.  
48 Bereavement leave is non-cumulative.



1  
2 **Section 8.2.1. Family Illness.**

3 For serious illness of a spouse or family member, leave will be granted up to the extent of the  
4 employee's accumulated sick leave per year. Such leave shall be deducted from sick leave.  
5 Family shall be defined as everyone listed in section 8.2 not including uncle, aunt, nephew,  
6 niece, brother-in-law, or sister-in-law.  
7

8 **Section 8.2.2.**

9 An employee, having exhausted all leaves in Article VIII (excluding Section 8.3, Personal  
10 Leave), may be granted a leave of absence without pay without loss of the district contribution  
11 towards benefits. Such leave of absence without pay must have approval from the Director of  
12 Human Resources or said designee  
13

14 **Section 8.3. Personal Leave.**

15 Three (3) days of personal leave will be allowed with (2) weeks' notice that can be waived by the  
16 supervisor. These days, when used will not be subtracted from the employee's sick leave. Such leave  
17 is non-cumulative and shall not be used to extend vacations or holidays, unless approved by the  
18 immediate supervisor and superintendent or designee. This leave shall not be used by more than ten  
19 percent (10%) of the work force on any given day. Personal leave will be prorated based on the  
20 following hire dates for the first year of employment:  
21

22 **School Year Employees:**

23 Hired as of November 30	Three (3) personal days
24 Hired between December 1 and February 1	One (1) personal day
25 Hired after February 1	No personal day

26  
27 **Year-Round (260-day) Employees:**

28 Hired as of November 30	Three (3) personal days
29 Hired between December 1 and February 1	One (1) personal day
30 Hired after February 1	No personal day

31  
32 Personal leave must be used prior to thirty (30) calendar days of the end of the employee's regular  
33 work year, unless special dispensation is granted by the Assistant Superintendent. School year  
34 employees may receive remuneration for two (2) unused personal leave days in the June pay period;  
35 the 12-month employee may receive compensation for two (2) unused personal leave days in the  
36 August pay period. In no case shall an employee receive remuneration for more than two (2) unused  
37 days of personal leave.  
38

39 **Section 8.4. Maternity Leave.**

40 Physical disablement caused by maternity, childbirth and recovery therefrom shall be considered as a  
41 form of illness for the purposes of sick leave. An employee who takes maternity disability leave shall  
42 return to work within ninety (90) days of childbirth unless the employee's doctor certifies in writing  
43 that she is unable to assume her duties. Use of sick leave shall only be available during the period of  
44 time a licensed medical doctor certifies that the employee is disabled and cannot work.  
45  
46  
47  
48

1 **Section 8.5. Adoptive Leave.**

2 Up to three (3) days paid leave will be granted to an employee, either male or female, upon adoption of  
3 a child under six (6) years old. Said leave must be taken within twelve (12) months of adoption and,  
4 unless an emergency, the employee must give 30 days prior notice for such leave. Such leave shall be  
5 deducted from the employee's accumulated sick leave.  
6

7 **Section 8.6. Judicial Leave.**

8 In the event an employee is summoned to serve as a juror or is named as a co-defendant with the  
9 District, the employee shall give reasonable notice of the obligation to serve and evidence of jury duty  
10 attendance must be presented at the end of the leave. Any compensation received for such service  
11 shall be made as a payroll deduction; however, such repayment shall not exceed the employee's normal  
12 daily pay less bona fide expenses. In the event an employee is summoned to court for any other  
13 reason, the employee may request an unpaid leave of absence.  
14

15 **Section 8.7. Leave of Absence.**

16 Upon recommendation of the immediate supervisor through administrative channels to the  
17 superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of  
18 absence for a period not to exceed one (1) year, provided, however, if the leave is granted due to  
19 extended illness or injury, one (1) additional year may be granted at the end of the first year.  
20

21 The employee will retain accrued sick leave, vested vacation and seniority rights while on leave of  
22 absence. However, vacation credits, sick leave and all other employment-related benefits shall not  
23 accrue. When an employee is on leave of absence, she/he must notify the District in writing of her/his  
24 intentions to return at least 90 days prior to the expiration of the leave or rights to return will be lost.  
25

26 Current employees shall be allowed to move to a leave of absence assignment (subject to the seniority  
27 provisions of Section 9.6.1), provided that only one such employee may do so for each leave of  
28 absence.  
29

30 **Section 8.7.1.**

31 A returning employee, if returning from a leave of absence necessitated by an illness or injury,  
32 will be assigned to the position occupied before the leave of absence. Current employees shall  
33 be allowed to move to such a leave of absence assignment (subject to the provisions of  
34 Section 9.6.1); provided, however, only one employee may leave their regular assignment for  
35 each leave of absence.  
36

37 In instances where an employee must be on sick leave for forty-five (45) or more consecutive  
38 days of work, a current employee may fill the position based upon the conditions stated above.  
39 At the conclusion of the leave assignment, the employee will return to the employee's regular  
40 assignment. New employees hired as a result of such leave of absence will be hired for a  
41 specific period of time during which they shall be subject to all terms and conditions of this  
42 Agreement.  
43

44 **Section 8.7.2. Non-Medical Leave of Absence.**

45 Only employees who have been employed by the Burlington-Edison School District for five (5)  
46 years are eligible to apply for a non-medical leave of absence. However, the employee's  
47 supervisor may waive this requirement if it does not present a hardship to the Burlington-  
48 Edison School District. Examples of non-medical leaves of absence include, but are not limited

1 to, a once in a lifetime vacation opportunity or living overseas when a spouse's employer  
2 transfers them. Such leaves should not be considered a "safety net" to preserve employment  
3 while one tries out other employment.  
4

5 In order to evaluate all non-medical leave requests, a committee will be established with  
6 membership representing both the Public School Employees and the Burlington-Edison School  
7 District. The committee's function will be to review such leave requests and make  
8 recommendations to the superintendent, who will in turn make recommendations to the Board  
9 of Directors. One employee per unit is eligible for a leave of absence, although the supervisor  
10 may waive this requirement if it does not present a hardship to the Burlington-Edison School  
11 District.

12  
13 A returning employee, if returning from a non-medical leave of absence will be assigned to the  
14 position occupied before the leave of absence, if it exists. If the employee's actual position  
15 does not exist, but a vacancy that is equivalent in duties and salary to the one held at the time  
16 the request for the non-medical leave was approved does, the employee shall be reinstated to  
17 that position, provided he/she is qualified. If neither type of position exists at the time the  
18 employee returns from the leave of absence, s/he shall be placed on layoff status.  
19

20 **Section 8.7.2.1.**

21 The employee will retain accrued sick leave, vested vacation rights and seniority rights  
22 while on leave of absence. However, vacation credits and sick leave shall not accrue  
23 while the employee is on leave of absence.  
24

25 **Section 8.8 Military Leave**

26 Military leaves will be granted with the State and Federal Laws.  
27  
28  
29

30 **ARTICLE IX**

31 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

32  
33  
34 **Section 9.1.**

35 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
36 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be  
37 lost as hereinafter provided.  
38

39 **Section 9.2.**

40 Each new hire shall remain in a probationary status for a period of not more than six (6) months  
41 following the hire date. During this probationary period the District may discharge such employee at  
42 its discretion.  
43

44 **Section 9.3.**

45 Upon completion of the probationary period, the employee will be subject to all rights and duties  
46 contained in this Agreement retroactive to the hire date.  
47  
48

1 **Section 9.4.**

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

- 3
- 4 A. Resignation;
  - 5 B. Discharge for justifiable cause;
  - 6 C. Retirement; or
  - 7 D. Change in job classification within the bargaining unit, as hereinafter provided.
- 8

9 **Section 9.5.**

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

- 11
- 12 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
  - 13
  - 14 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
  - 15 United States;
  - 16
  - 17 C. Time spent on other authorized leaves of absence; or
  - 18
  - 19 D. Time spent in layoff status up to eighteen (18) months.
- 20

21 **Section 9.6.**

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

24

25 **Section 9.6.1.**

26 The employee with the earliest hire date shall have preferential rights to vacation periods and  
27 shift selection. The employee with the earliest hire date shall have seniority rights regarding  
28 assignment to new or open jobs (positions) within classification, reduction in hours, and layoff  
29 when ability and performance are substantially equal with junior employees. If the District  
30 determines that seniority rights should not govern, the District shall set forth the reasons in  
31 writing to the employee or employees bypassed.

32

33 **Section 9.7.**

34 Employees who change job classifications within the bargaining unit shall retain their hire dates in the  
35 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire  
36 date and a new classification.

37

38 **Section 9.7.1.**

39 Employees performing duties within two (2) or more classifications shall be placed on the  
40 seniority list of each classification. The seniority of an employee within each classification  
41 shall be established as of the hire date on which the employee began work in each  
42 classification.

43

44 **Section 9.8.**

45 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
46 positions as soon as possible after the District is apprised of the opening. An open position is defined  
47 as any position covered by this Agreement which is new or has become vacant because of transfer,  
48 resignation, termination, leave of absence, or death; provided, the District determines to fill such open

1 position. Each posting shall include the following information: building location, hours, specific  
2 assignment and duties. A copy of the job posting shall be forwarded to all Association members via  
3 district e-mail.

4  
5 Employees covered by this Agreement who desire to be considered for new or changed job  
6 responsibilities that may occur after the close of the instructional year may access job opportunities on  
7 the District web site (<http://www.be.wednet.edu>).

8  
9 **Section 9.8.1.**

10 A single job posting for a food service, custodial or bus driver open position may be used by  
11 the District to fill the open position and any subsequent open position within the same job  
12 classification.

13  
14 **Section 9.9.**

15 In the event of layoff, employees are to be placed on a reemployment list maintained by the District  
16 according to seniority. The employee's classification shall be determined by placement on the salary  
17 schedule from which a majority of pay is received. Names shall remain on the re-employment list for  
18 eighteen (18) months from the date of layoff.

19  
20 **Section 9.10.**

21 Employees on layoff status are solely responsible to monitor any job postings and to actively pursue  
22 openings appropriate to their re-employment. The District is not responsible to notify employees in  
23 layoff status of job openings and/or postings. Employees shall file their current address in writing  
24 within five (5) days with the personnel office of the District and shall thereafter promptly advise the  
25 personnel office of the District in writing within five days of any change of address.

26  
27 **Section 9.11.**

28 An employee shall forfeit rights to re-employment as provided in Section 9.10 if the employee does  
29 not comply with the requirements of Section 9.11, or if the employee does not respond to the offer of a  
30 position within 75% of their original position for re-employment, within five (5) days of receipt of  
31 registered letter or personal contact.

32  
33 **Section 9.12.**

34 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other  
35 accrued benefits; provided, that such employee is offered a position in the employee's classification as  
36 determined above, substantially equal to that held prior to layoff.

37  
38  
39  
40 **ARTICLE X**

41  
42 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

43  
44 **Section 10.1.**

45 The District shall have the right to discipline or discharge an employee for justifiable cause. If the  
46 District has reason to reprimand an employee, it shall be done in a manner, whenever possible, which  
47 will not embarrass the employee before other employees or the public. The issue of justifiable cause  
48 shall be resolved in accordance with Article XIV herein.

1           **Section 10.1.1.**

2           Except in extraordinary situations, the District agrees to follow a progressive discipline policy  
3 as established by the District.

4  
5           **Section 10.2. Notification of Non-Annual Employees.**

6           This section is intended to be applicable to those employees whose duties necessarily imply less than  
7 twelve (12) months (excluding vacations) work per year.

8  
9           **Section 10.2.1.**

10           Should the District decide to discharge any non-annual employee, the employee shall be so  
11 notified in writing prior to June 30 of the school year, except in case of a program  
12 discontinuance; then, the District will give two (2) weeks written notice which will not have the  
13 June 30 requirement.

14  
15           **Section 10.2.2.**

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

18  
19           **Section 10.3.**

20           Except in extraordinary cases, and as otherwise provided in this Article, the District will give  
21 employees two (2) weeks notice of intention to discharge.

22  
23           **Section 10.4.**

24           Employees shall have the right, upon request and during regular administrative office business hours,  
25 with a District representative present, to inspect the contents of their personnel file at the  
26  
27 administrative center. Each employee will be notified within five (5) working days of placement of  
28 materials in his/her personnel file. Employees shall have the right to attach written comments to the  
29 material in the file. The District shall inform the employee when evaluative or disciplinary material is  
30 placed in the personnel file.

31  
32  
33  
34   **ARTICLE XI**

35  
36   **INSURANCE AND RETIREMENT**

37  
38           **Section 11. Insurance Benefits.**

39           For each year of this Agreement each FTE and less than FTE bargaining unit employee as defined in  
40 Section 11.1.2. shall each month be eligible for a dollar amount equal to the monthly dollar amount  
41 recognized in the Washington State Biennial Budget for the payment of basic health insurance  
42 premium costs, less the payment of the HCA required “carve out.” The District will pay the full “carve  
43 out.” The District will provide an additional \$35,000 to the insurance pool for each year of this  
44 agreement.

45  
46           **Section 11.1. Pool Allocations.**

47           If there are any unexpended funds from the amount for which each FTE and less than FTE bargaining  
48 unit employee is eligible, after the payment of the HCA “carve out” and the payment of basic health

1 insurance premium costs, the remainder shall be “pooled”. The pool allocations will be initially  
2 established in September and finalized following the close of open enrollment after members have had  
3 an opportunity to review insurance options.  
4

5 **Section 11.2.**

6 For insurance purposes only, a FTE (Full-time Equivalent) is defined as 1,440 or more compensated  
7 hours in a year (September 1 through August 31). A less than FTE employee shall be eligible for a  
8 pro-ration of said State funded dollar amount. For transportation employees, regular scheduled time  
9 worked on student half days shall be incorporated towards their insurance FTE.  
10

11 **Section 11.3.**

12 Payment from the "pool" shall first be for basic insurance coverages which may include: medical,  
13 dental, vision, group term life, and group long-term disability insurance coverage. Such payment shall  
14 be according to FTE ratio of each eligible member of the pool. Any monies generated by a member of  
15 the pool but not used shall be used for premiums for other members of the pool equally according to  
16 the FTE ratio of each remaining eligible member of the pool. All premiums not covered by monies  
17 generated by the pool will be monthly deduction from the salary of each individual so affected.  
18

19 **Section 11.4.**

20 The pool allocations will be established among the members after the close of open enrollment.  
21 Insurance coverage may be changed during the school year, within the limits established by the  
22 insurance carrier, but District insurance contributions to the pool will not change for that school year.  
23 Pool allocation worksheets shall be shared with PSE as soon as possible after the pool has been  
24 implemented.  
25

26 **Section 11.5.**

27 The District shall provide liability coverage for all employees subject to this Agreement provided such  
28 employee, at the time of the act or omission complained of, was acting in good faith within the scope  
29 of his/her employment, or under the direction of the Board, and was not guilty of gross negligence or  
30 an intentional tort in such act or failure to act.  
31

32 **Section 11.6.**

33 The District shall meet all legal requirements in determining whether an employee subject to this  
34 Agreement is eligible for participation in the Washington State Public Employees' Retirement System.  
35

36 **Section 11.7.**

37 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan  
38 recognized by the District. On receipt of a written authorization by an employee, the District shall  
39 make the requisite withholding adjustments and deductions from the employee's salary.  
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**ARTICLE XII**

**VOCATIONAL TRAINING**

**Section 12.1.**

The District will establish a training fund in the amount of five thousand dollars (\$5,000.00) for the purpose of providing in-service training programs that are designed to improve the job skills and safety of classified employees.

A variety of training opportunities will be developed and offered. If the District requires attendance of the employee, regular salary rates will be paid for attendance. In no event will overtime rates be paid.

If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel expenses, maintenance expenses and materials required for such attendance.

Such application must be approved by the employee's supervisor, the PSE Chapter President, and final approval will be granted by the Superintendent or his/her designee.

**Section 12.2.**

The District shall provide an opportunity for each employee to attend a First Aid and CPR classes on an annual basis. Such courses shall be offered at no cost to the employee.

**Section 12.3. Professional Day.**

Each Secretary subject to this Agreement shall be allowed one (1) Professional Day annually for the purpose of attending workshops or other vocational improvement opportunities. If the training takes place during normal working hours, the employee shall suffer no loss in pay for attendance at said training and a substitute will be provided by the District if possible and needed. Requests for utilization of the Professional Day shall be submitted to the employee's immediate supervisor. The immediate supervisor shall have the sole discretion to approve or disapprove such requests. The Professional Day is non-cumulative.

**ARTICLE XIII**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 13.1.**

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

**Section 13.2.**

All employees in classifications subject to this Agreement who are not members of the Association on the effective date of this Agreement and all employees in classifications subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable.



1 Such employee shall then maintain membership in the Association in accordance with the previous  
2 section.

3  
4 **Section 13.3.**

5 Notwithstanding the provisions of Sections 9.2 and 9.3, the parties recognize that an employee should  
6 have the option of declining to participate as a member in the Association, yet contribute financially to  
7 the activities of the Association in representing such employee as a member of the Collective  
8 Bargaining Unit. Therefore, as an alternative to, and in lieu of membership requirements of Sections  
9 13.1 and 13.2, an employee who declines membership in the Association may pay to the Association  
10 each month a service charge as a contribution towards the administration of this Agreement in an  
11 amount equal to the regular monthly dues. This service charge shall be collected by the Association in  
12 the same manner as monthly dues.

13  
14 **Section 13.3.1.**

15 Nothing contained in this Agreement shall require Association membership of employees who  
16 object to such membership based on bona fide religious tenets or teachings of a church or  
17 religious body of which such employee is a member. Such employee shall pay an amount  
18 equivalent to regular dues to a non-religious charity or other charitable organization mutually  
19 agreed upon by the employee and the Association. The employee shall furnish written proof  
20 that such payment has been made. If the employee and the Association cannot agree on such  
21 matter, the Public Employment Relations Commission shall designate the charitable  
22 organization.

23  
24 **Section 13.4.**

25 An employee who refuses to become a member of the Association in good standing or pay the service  
26 charge in accordance with the previous sections, or presents a valid request for exemption shall, at the  
27 option of the Association, be immediately discharged from employment by the District.

28  
29 **Section 13.5.**

30 The District will notify the Association of all new hires within ten (10) working days of the hire date.  
31 The District shall also notify the Association within ten (10) working days of the termination or  
32 resignation of an employee covered by this Agreement.

33  
34 **Section 13.6. Checkoff.**

35 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes  
36 such deductions in writing pursuant to RCW 41.56.110. The District shall transmit dues deducted to  
37 the State Treasurer of the Public School Employees of Washington on a monthly basis. Service  
38 charges shall be transmitted to the Treasurer of the local chapter on a monthly basis.

39  
40 **Section 13.7 Hold Harmless.**

41 The Association will indemnify, defend, and hold the District harmless against any claims, suits,  
42 orders, and/or judgments against the District on account of any check-off of Association dues or  
43 voluntary political contributions.

44  
45 **Section 13.8 Political Action Committee.**

46 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
47 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
48 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a

1 check separate from the Union dues transmittal check. The employee may revoke the request at any  
2 time. At least annually, the employee shall be notified by the Association about the right to revoke the  
3 request.

4  
5 **Section 13.9 Local PSE Scholarship.**

6 Each PSE member shall have one dollar (\$1.00) deducted per month for the local PSE scholarship.  
7 This shall be listed as PSE Scholarship fund on payroll stubs.  
8

9  
10  
11 **ARTICLE XIV**

12  
13 **GRIEVANCE PROCEDURE**

14  
15 **Section 14.1.**

16 Grievances or complaints arising between the District and its employees within the bargaining unit  
17 defined in Article I herein, with respect to the interpretation or application of the terms and conditions  
18 of this Agreement, shall be resolved in strict compliance with this Article.  
19

20 **Section 14.2. Grievance Steps.**

21  
22 **Section 14.2.1.**

23 The employee shall first discuss the grievance with the immediate supervisor and every effort  
24 shall be made to resolve the grievance. All grievances not brought to the immediate supervisor  
25 within twenty (20) working days of the occurrence of the event giving rise to the grievance  
26 shall be invalid and subject to no further processing. Evidence that this step has taken place  
27 will be in the form of a statement signed by the immediate supervisor that such discussion has  
28 taken place.  
29

30 **Section 14.2.2.**

31 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
32 subsection, the employee shall reduce to writing a statement of the grievance containing the  
33 following:  
34

- 35 A. The facts on which the grievance is based;  
36 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
37 C. The remedy sought.  
38

39 The employee shall submit the written statement of grievance to the employee's immediate  
40 supervisor for reconsideration of the grievance. A copy of the grievance shall be  
41 simultaneously submitted to the official in the administration responsible for personnel. The  
42 immediate supervisor will have five (5) working days from submission of the written statement  
43 of grievance to resolve it by indicating on the statement of grievance the disposition.  
44

45 **Section 14.2.3.**

46 If no settlement has been reached within the five (5) working days referred to in the preceding  
47 subsection, and the Association believes the grievance to be valid, the written statement of  
48 grievance shall be submitted within fifteen (15) working days to the District Superintendent or

1 the Superintendent's designee. After such submission, the parties will have ten (10) working  
2 days from submission of the written statement of grievance to resolve it by indicating on the  
3 statement of grievance the disposition. If an agreeable disposition is made, all parties to the  
4 grievance shall sign it.

5  
6 **Section 14.2.4.**

7 If no settlement has been reached within ten (10) working days of receipt of the written  
8 disposition of the grievance from Section 14.2.3. the Association may submit the grievance for  
9 final and binding arbitration. An arbitrator will be selected from a list of arbitrators acquired  
10 from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation  
11 Service (FMCS).

12  
13 The arbitrator shall have no power to add to, subtract from, or modify the provisions of this  
14 Agreement in arriving at a decision and shall confine his/her decision solely to the alleged  
15 violation of this Agreement as set forth in this grievance procedure. Any "make whole"  
16 remedies will be limited to the term(s) of the Agreement under which the grievance was filed.

17  
18 The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union,  
19 and the District.

20  
21 The costs of the arbitrator shall be borne equally by the parties. Each party shall bear its own  
22 costs, including any attorney fees, as a party to arbitration.

23  
24 **Section 14.3.**

25 Section 14.2.1 of this grievance discussion may take place whenever possible on school time. Neither  
26 the employer nor the Association shall discriminate against any individual employee for taking action  
27 under this Article.

28  
29  
30  
31 **ARTICLE XV**

32 **TRANSFER OF PREVIOUS EXPERIENCE**

33  
34  
35 **Section 15.1.**

36 When any employee leaves a school district within the State and commences employment with this  
37 District, the employee shall retain the same leave benefits and other benefits that the employee had in  
38 the previous position.

39  
40 **Section 15.1.1.**

41 If this District has a different system for computing leave benefits, and other benefits, then the  
42 employee shall be granted the same leave benefits and other benefits as an employee in the  
43 District who has similar occupational status and total years of service.

44  
45 **Section 15.2.**

46 Previous employees of Burlington-Edison School District who do not qualify under Sections 15.1 and  
47 15.1.1 and who return to work in this District in the same classification, shall receive longevity credit  
48 on the basis of years worked for Burlington-Edison School District.

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## ARTICLE XVI

### SALARIES AND EMPLOYEE COMPENSATION

#### **Section 16.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. The employees shall receive the following list when they receive their October paychecks or as soon as the information is available and can reasonably be assembled for the then current school year. The salary and compensation information shall consist of:

- A. Hours per day on which salary currently is based;
- B. Regular hourly pay rate;
- C. Projected workdays per year;
- D. Number of accrued sick leave days;
- E. Projected vacation days.

This statement to employees is understood to be informational only, and shall be subject to adjustments when necessary to reflect any change in assignment, length of workday or work year.

#### **Section 16.1.1.**

Since the work year for full-time employees averages out to be 261 days per year, the parties have agreed that full-time employees shall be paid for 260 days and shall not have to work one day each school year. That day may be any non-school day, with the supervisor's approval. Two (2) weeks' notice will be given, which may be waived by the supervisor.

#### **Section 16.2.**

Salaries for employees subject to this Agreement are contained in Schedule A attached hereto and by reference incorporated herein; see Schedule A for 2016-2017 salaries effective September 1, 2016, and Schedule A for 2017-2018 salaries effective September 1, 2018.

For the 2016-2017 school year Schedule A shall reflect an increase of 4.5% for the classifications of Instructional Assistant and Food Service and shall reflect an increase of 4.0% for all other classifications.

For the 2017-2018 school year Schedule A shall reflect an increase of 5.0% for the classifications of Instructional Assistant and Food Service and shall reflect an increase of 4.5% for all other classifications.

#### **Section 16.3.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.3.

#### **Section 16.3.1.**

Employees shall receive longevity pay (3% of current pay) upon completion of nine (9) years of service with the District. Said longevity increase shall commence with the September pay period of the tenth year as per Section 16.5. Years of service for the purpose of longevity pay shall be consecutive in any job classification or combination of job classifications without interruption, PROVIDED; that employees may be granted leaves of absence, i.e., medical,

1 sabbatical, with said leave to be agreed upon by the bargaining unit and the District. Time on  
2 leave will not be considered for longevity.

3  
4 Employees will receive an additional 3% increase after completion of year fourteen.  
5 Additional increases of 4% shall occur with the September pay period of the twentieth year,  
6 and each five years thereafter. Said increases are shown in Schedule A.

7  
8 **Section 16.4.**

9 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this  
10 Agreement if possible and in any case not later than the second regular pay day. In the case of  
11 retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.3, and such retroactive  
12 pay shall be paid on the first regular payday following agreement on such schedule, if possible and in  
13 any case not later than the second regular payday.

14  
15 **Section 16.5.**

16 For the purpose of determining incremental steps on Schedule A, pay shall take effect on September 1  
17 of each year during the term of this Agreement; PROVIDED, the employee has been actively  
18 employed continuously for at least six months of the employee's previous employment year.

19  
20 **Section 16.6.**

21 Any employee who changes job positions within a classification shall receive full longevity credit  
22 regarding step placement on Schedule A.

23  
24 **Section 16.7.**

25 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour.

26  
27 **Section 16.8.**

28 Any employee required to travel from one site to another in a private vehicle during working hours  
29 shall be reimbursed on a per-mile basis at the IRS allowable rate for mileage reimbursement.

30  
31 **Section 16.9.**

32 Employees required to remain overnight on District business shall be reimbursed for room and board  
33 expenditures according to District policies and procedures.

34  
35 **Section 16.10.**

36 The District agrees to furnish up to five (5) sets of clean coveralls per week for each mechanic and up  
37 to three (3) sets of clean coveralls per week for each employee in the Maintenance and Grounds job  
38 classification.

39  
40 The District will provide raingear at each worksite for custodians to use.

41  
42 **Section 16.11.**

43 In cases where the District makes an error in an employee's check, the District will remedy the  
44 problem. When the error is more than fifty (\$50.00) dollars, the District will reimburse the employee  
45 by check within ten (10) working days.

1 **Section 16.12.**

2 Employees requested to work a shift regularly filled by a higher classification employee shall receive  
3 compensation equal to the higher classification based upon their own work experience step on the first  
4 (1st) day and thereafter working that shift. Only one employee will move up on the schedule when a  
5 vacancy is filled.  
6

7 **Section 16.13.**

8 If physical exams are a requirement of employment by either District or State policies, the District will  
9 cover the expense of said physical exam; provided, the employee uses the District required medical  
10 provider.  
11

12 **Section 16.14.**

13 It is mutually understood that the District will pay the testing fee for all current transportation  
14 department employees who are required to take the commercial driver's test. Additionally, the District  
15 will reimburse regular drivers or substitute drivers for initial testing fees provided the employee works  
16 successfully for the District for at least six (6) months. The District further agrees to pay the cost of  
17 Hepatitis B shots when requested by an employee covered by this Agreement, up to a maximum of  
18 thirty employees per year.  
19

20 **Section 16.15.**

21 Any bilingual PSE member who is asked to interpret will receive an additional \$1.50 per hour at their  
22 current hourly rate for each hour they interpret. Each member must complete an interpreting log and  
23 submit it along with an extra timesheet. Said interpreting log and timesheet must be signed by the  
24 member's immediate supervisor. It is understood that any interpreting done as part of the member's  
25 normal work responsibilities will not be paid at the additional \$1.50 per hour.  
26

27 **Section 16.16.**

28 Employees with a two-year degree or higher shall receive an additional \$0.50 to their hourly wage  
29 listed in Schedule A.  
30

31 Instructional Assistants may receive an additional \$0.50 for either obtaining Paraprofessional Status as  
32 listed in Section 19.2.1 or for obtaining a two-year or degree or higher; Instructional Assistants may  
33 only receive one increase of \$0.50 beyond successful completion of the Apprenticeship Program.  
34

35 **Section 16.17.**

36 An Instructional Assistant who works in designated special education classrooms and/or programs (i.e.  
37 Life Skills, EBD) will have an additional \$0.50 added to their hourly wage listed in Schedule A.  
38

39 **Section 16.18.**

40 Maintenance-Grounds personnel will be provided compensation for cell phone usage at an annual rate  
41 of \$480 to be paid out in twelve (12) month increments (\$40.00 per month). Administrative Assistants,  
42 Campus Security Officer and Bilingual Resource Specialist will be provided compensation for cell  
43 phone usage at an annual rate of \$360 to be paid out in twelve (12) month increments (\$30.00 per  
44 month). Said cell phone compensation for Administrative Assistants, Campus Security Officer and  
45 Bilingual Resource Specialist is on an as needed basis to be determined by District and Building  
46 Administration.  
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**ARTICLE XVII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 17.1.**

The term of this Agreement shall be September 1, 2016 to August 31, 2018.

**Section 17.2.**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

**Section 17.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened if the District fails to pass a maintenance and operations levy, or as necessary to consider the impact of any legislation enacted following execution of this Agreement which directly affects the terms and conditions herein, creates authority to alter personnel practices in public employment, or reduces the District's levy authority or changes how levy funds may be spent. If the parties agree to reopen, or one or more of the preceding events requiring reopening occur, the District and the Association shall meet and consult regarding modification of any provisions of this Agreement, including, but not limited to, Section 16.2.

**Section 17.4.**

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

**Section 17.5.**

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

**Section 17.6.**

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

**ARTICLE XVIII**

**SUBSTITUTE CLASSIFIED EMPLOYEES**

**Section 18.1.**

Employees of the District whose normal work schedule is for less than twelve (12) months who are employed as a substitute during normal holidays and/or vacations shall be paid at Step 1 in appropriate classification and job category for which they are substituting.

**Section 18.2.**

Employees of the District who retire with ten (10) or more years' experience, including transfer credit, and who are employed in a substitute capacity for a classified position, shall be paid at the same Step on Schedule A as was held by them at the time of retirement from the District.

1 **Section 18.3.**

2 Any individual who is not a current employee of the District or is not a retired former employee with  
3 ten (10) or more years of service in the District, and who is employed in a substitute capacity for  
4 classified position, shall be paid at Step 1 in the appropriate classified and job category.

5  
6 **Section 18.4. Definition Of Days.**

7 As used in Article XVIII, days shall be defined as follows:

- 8  
9 A. The classified substitute employee must work the same number of hours as the employee being  
10 replaced.
- 11  
12 B. One-half (½) regular bus run would equal one-half (½) day.
- 13  
14 C. Extra bus runs of less than three (3) hours shall receive no credit for a day. Extra bus runs  
15 between three (3) and less than six (6) hours shall receive credit for a half-day. Extra bus runs  
16 of six (6) hours or more shall receive credit for a full day.

17  
18 **Section 18.5.**

19 The District may, at its discretion, and after discussion with the Conference Committee, (Article V)  
20 place a substitute employee at a higher salary step than the mandatory Step One.

21  
22  
23 **ARTICLE XIX**

24  
25 **APPRENTICESHIP**

26  
27  
28 **Section 19.1.**

29 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint  
30 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this  
31 Agreement; except that the (WPSCEJATC) shall have jurisdiction to insure that apprentices  
32 successfully complete all requirements of the program as approved and registered with the Washington  
33 State Apprenticeship and Training Council.

34  
35 **Section 19.1.1.**

36 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all  
37 parts of the approved standards, such apprentice waives contractual recourse through the  
38 grievance procedure, Article XIV.

39  
40 **Section 19.1.2.**

41 The maximum approved ratio of apprentice to journey level employees shall be one-to-one. If,  
42 at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees  
43 shall be selected based upon seniority.

44  
45 **Section 19.2.**

46 Employees enrolled as apprentices shall receive the appropriate rate of pay for their positions, as  
47 specified on Schedule A.



1           **Section 19.2.1.**

2           Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC  
3           of journey status, the journey person shall receive:

4  
5           Instructional Assistant – Shall receive an additional \$.50 per hour to their regular wage upon  
6           successful completion of the Apprenticeship Program. The individuals who received  
7           apprenticeship status prior to September 1, 1991, shall receive an additional \$0.04 per hour to  
8           the regular wage for Instructional Assistant I.

9  
10          Paraprofessional Status – The Instructional Assistant who completes the Educational  
11          Paraprofessional Apprenticeship Program shall receive an additional \$0.50 per hour to their  
12          wage.

13  
14          Administrative Assistant – Shall receive an additional \$0.50 per hour to their regular wage  
15          upon successful completion of apprenticeship standards and recognition by the WPSCEJATC  
16          of journey status.

17  
18          Food Service – Shall receive an additional \$0.50 per hour to their regular wage for journey  
19          status or by maintaining ASFSA certification.

20  
21          Mechanic - Shall receive an additional \$0.50 per hour to their regular wage for WPSCEJATC  
22          journey status or acquisition of ASE certification.

23  
24          Custodian – Shall receive an additional fifty cents (\$0.50) per hour to their regular wage upon  
25          successful completion of the Facilities Custodial Technician I apprenticeship program.

26  
27          **Section 19.2.2.**

28          Sign Language Interpreters who hold a level three or higher certificate of competence shall  
29          receive an additional \$1.50 per hour to their regular hourly wage.

30  
31          **Section 19.2.3**

32          The Maintenance-Grounds Classification personnel who attain Journeyman status shall receive  
33          an additional \$0.50 per hour to their wage.

34  
35          **Section 19.3.**

36          Employees shall be responsible for tuition costs associated with college credits and for required books  
37          and materials. Please refer back to Article XII, Vocational Training, for financial aid.

38  
39          **Section 19.4.**

40          Participation in the apprenticeship program shall be completely voluntary for all employees within  
41          each classification a negotiated program exists.

42  
43          **Section 19.5.**

44          Persons employed on the effective date of this Agreement may apply for the apprenticeship program at  
45          any time new enrollees are accepted. Applications will be accepted annually prior to October 1st.

1           **Section 19.5.1.**

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

4  
5           **Section 19.6.**

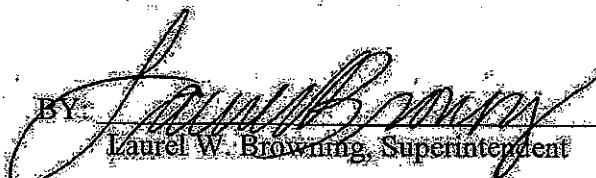
6           This Article may be reopened at any time upon mutual agreement of the parties or as new  
7           classifications are proposed by the local JATC for journey level status.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948  
BURLINGTON-EDISON CHAPTER

BURLINGTON-EDISON SCHOOL DISTRICT #100

BY:   
Rey Salinas, Chapter President

BY:   
Laurel W. Browning, Superintendent

DATE: 8/16/2016

DATE: 8.16.16

Schedule A  
 Burlington-Edison School District  
 September 1, 2016 – August 31, 2017

<b>INSTRUCTIONAL ASSISTANT</b>	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Instructional Assistant	13.99	14.92	15.43	15.97	16.66	17.17	18.22	18.75	19.86	21.00	21.74	22.47
<b>FOOD SERVICE</b>												
<b>FOOD SERVICE</b>	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Assistant Lead Cook		15.43	15.96	16.49	17.16	17.68	18.61	19.15	20.29	21.45	22.21	22.96
Central Kitchen Cook-Baker		14.19	14.70	15.18	15.86	16.33	17.19	17.69	18.74	19.82	20.51	21.21
Cook/Cashier	13.30	14.19	14.70	15.18	15.86	16.33	17.19	17.69	18.74	19.82	20.51	21.21
Head Baker		16.82	17.40	17.99	18.78	19.32	20.34	20.93	22.17	23.44	24.27	25.09
Head Cook		15.44	15.96	16.49	17.15	17.68	18.61	19.16	20.29	21.46	22.21	22.96
High School Head Cook		16.44	16.96	17.49	18.15	18.68	19.61	20.16	21.29	22.46	23.21	23.96
Lead Cook		17.66	18.28	18.89	19.70	20.31	21.38	22.00	23.31	24.65	25.51	26.37
<b>MAINTENANCE / GROUNDS</b>												
<b>MAINTENANCE / GROUNDS</b>	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Assistance Grounds		15.09	15.63	16.13	16.83	17.35	17.87	18.39	19.09	19.78	20.47	21.17
Building Maintenance		22.08	22.81	23.53	24.51	25.21	25.93	26.66	27.63	28.59	29.56	30.53
Grounds Maintenance		18.91	19.58	20.21	21.08	21.73	22.38	23.03	23.90	24.77	25.64	26.51
Maintenance/Custodial Lead		23.13	23.87	24.64	25.66	26.42	27.19	27.95	28.96	29.98	31.00	32.02
<b>CUSTODIAL</b>												
<b>CUSTODIAL</b>	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Custodian	17.04	17.41	17.98	18.55	19.32	19.89	20.49	21.09	21.88	22.68	23.47	24.27
District Lead Custodian		20.26	20.89	21.53	22.38	23.02	23.71	24.40	25.32	26.24	27.16	28.08
Head Custodian		18.33	18.94	19.54	20.34	20.94	21.57	22.20	23.03	23.87	24.71	25.55
High School Head Custodian		18.89	19.50	20.10	20.90	21.50	22.14	22.79	23.65	24.51	25.37	26.23
High School Night Custodian		17.97	18.53	19.11	19.87	20.45	21.06	21.68	22.49	23.31	24.13	24.95
<b>ADMINISTRATIVE ASSISTANTS</b>												
<b>ADMINISTRATIVE ASSISTANTS</b>	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Admin Assistant/Office Manager	17.56	18.64	19.27	19.90	20.74	21.34	22.47	23.13	24.50	25.90	26.81	27.72
Administrative Assistant	16.05	17.04	17.61	18.17	18.93	19.48	20.51	21.11	22.36	23.64	24.47	25.30
<b>TRANSPORTATION</b>												
<b>TRANSPORTATION</b>	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Bus Driver	17.52	18.60	19.21	20.00	20.60	21.50	22.63	23.29	24.67	26.09	27.00	27.92
Courier	16.22	17.22	17.82	18.41	19.18	19.80	20.84	21.45	22.72	24.02	24.87	25.71
Dispatcher/Driver Trainer		20.19	20.86	21.57	22.51	23.20	24.42	25.13	26.62	28.15	29.14	30.12
Freight Delivery		18.60	19.21	20.00	20.60	21.50	22.63	23.29	24.67	26.09	27.00	27.92
Head Mechanic		22.31	23.08	23.83	24.87	25.64	26.41	27.18	28.21	29.23	30.26	31.29
Mechanic		20.75	21.44	22.16	23.07	23.77	24.48	25.19	26.14	27.10	28.05	29.00

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<b>PROFESSIONAL/TECHNICAL</b>	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Accounts Payable Specialist		20.30	20.89	21.49	22.28	22.89	23.57	24.26	25.17	26.09	27.01	27.92
ASB Bookkeeper		18.75	19.38	19.99	21.27	21.44	22.57	23.23	24.60	26.01	26.93	27.84
Assistant Technical Systems Coordinator		27.70	28.61	29.51	30.75	31.65	32.60	33.55	34.82	36.08	37.35	38.61
Bilingual Resource Specialist		20.32	20.83	21.37	22.03	22.56	23.75	24.44	25.89	27.38	28.34	29.30
Campus Security Officer		21.62	22.28	22.96	23.85	24.52	25.82	26.57	28.14	29.76	30.80	31.84
Construction Manager		24.11	24.86	25.36	26.54	27.24	28.06	28.88	29.97	31.05	32.14	33.23
Data Systems Manager		25.39	26.19	26.99	28.09	28.91	29.78	30.65	31.80	32.96	34.11	35.27
Graduation Specialist		28.36	28.65	28.94	29.23	29.52	31.07	31.98	33.87	35.82	37.08	38.33
Health Room Assistant	14.59	15.49	16.01	16.53	17.23	17.73	18.67	19.21	20.35	21.52	22.28	23.03
Home Visitor		16.95	17.42	17.89	18.47	18.82	19.82	20.39	21.60	22.84	23.64	24.44
HR/Payroll Assistant		19.14	19.74	20.33	21.12	21.72	22.38	23.03	23.90	24.77	25.64	26.50
Intervention Specialist		28.22	29.19	30.17	31.45	32.42	34.13	35.12	37.20	39.34	40.72	42.10
Library Technician I	17.25	18.31	18.83	19.35	20.03	20.53	21.62	22.25	23.57	24.92	25.79	26.67
Library Technician II	15.02	15.94	16.45	16.98	17.65	18.16	19.12	19.68	20.84	22.04	22.81	23.59
Network Support Specialist I		25.38	26.19	26.99	28.09	28.91	29.78	30.65	31.80	32.96	34.11	35.27
Network Support Specialist II		24.59	25.38	26.17	27.23	28.01	28.85	29.69	30.81	31.93	33.05	34.18
Occupational Therapist Aide		12.64	13.10	13.51	14.08	14.52	15.29	15.74	16.67	17.63	18.24	18.86
Occupational Therapist Assistant		24.42	25.28	26.12	27.24	28.07	29.55	30.41	32.22	34.07	35.26	36.46
Programmer/Database Analyst		34.85	35.41	35.97	36.54	37.10	38.21	39.32	40.81	42.29	43.78	45.26
School Nurse	21.00	22.26	22.82	23.37	23.93	24.49	25.78	26.53	28.10	29.71	30.76	31.80
Sign Language Interpreter / Braille		19.93	20.69	21.16	21.98	22.68	23.88	24.57	26.03	27.52	28.49	29.45
Special Education Technical Support		18.58	19.12	19.63	20.31	20.81	21.91	22.55	23.88	25.25	26.14	27.03
Student Store Manager	14.68	15.58	16.12	16.62	17.37	17.87	18.82	19.36	20.51	21.69	22.45	23.21
Team Support Specialist		16.86	17.39	17.90	18.59	19.09	20.10	20.68	21.91	23.16	23.98	24.79
Technical Assistant		17.33	17.93	18.51	19.31	19.91	20.51	21.11	21.90	22.70	23.50	24.29
Technology Office Manager		18.04	18.65	19.24	20.03	20.63	21.25	21.87	22.70	23.52	24.35	25.17
Transitional Specialist		16.90	17.40	17.90	18.56	19.08	20.08	20.67	21.89	23.15	23.96	24.77

Schedule A  
 Burlington-Edison School District  
 September 1, 2017 – August 31, 2018

<b>INSTRUCTIONAL ASSISTANT</b>	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Instructional Assistant	13.99	15.67	16.21	16.77	17.49	18.03	19.13	19.69	20.85	22.05	22.82	23.60
<b>FOOD SERVICE</b>												
	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Assistant Lead Cook		16.21	16.76	17.32	18.01	18.56	19.54	20.11	21.30	22.53	23.32	24.11
Central Kitchen Cook-Baker		14.90	15.44	15.94	16.66	17.15	18.05	18.58	19.68	20.81	21.54	22.27
Cook/Cashier	13.30	14.90	15.44	15.94	16.66	17.15	18.05	18.58	19.68	20.81	21.54	22.27
Head Baker		17.66	18.27	18.89	19.71	20.28	21.36	21.98	23.28	24.62	25.48	26.34
Head Cook		16.21	16.76	17.32	18.01	18.56	19.54	20.11	21.30	22.53	23.32	24.11
High School Head Cook		17.26	17.81	18.37	19.06	19.61	20.59	21.16	22.35	23.58	24.37	25.16
Lead Cook		18.54	19.20	19.83	20.69	21.32	22.45	23.10	24.47	25.88	26.79	27.69
<b>MAINTENANCE / GROUNDS</b>												
	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Assistance Grounds		15.77	16.33	16.86	17.59	18.13	18.67	19.22	19.94	20.67	21.39	22.12
Building Maintenance		23.07	23.84	24.58	25.61	26.34	27.10	27.86	28.87	29.88	30.89	31.90
Grounds Maintenance		19.76	20.46	21.12	22.03	22.70	23.39	24.07	24.97	25.88	26.79	27.70
Maintenance/Custodial Lead		24.17	24.95	25.75	26.82	27.61	28.41	29.21	30.27	31.33	32.39	33.46
<b>CUSTODIAL</b>												
	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Custodian	17.04	18.20	18.79	19.39	20.19	20.79	21.41	22.03	22.87	23.70	24.53	25.36
District Lead Custodian		21.17	21.83	22.50	23.39	24.05	24.77	25.49	26.46	27.42	28.38	29.34
Head Custodian		19.16	19.79	20.42	21.26	21.88	22.54	23.20	24.07	24.95	25.82	26.70
High School Head Custodian		19.74	20.37	21.00	21.84	22.46	23.14	23.81	24.71	25.61	26.51	27.41
High School Night Custodian		18.78	19.37	19.97	20.77	21.37	22.01	22.65	23.51	24.36	25.22	26.07
<b>ADMINISTRATIVE ASSISTANTS</b>												
	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Admin Assistant/Office Manager	17.56	19.47	20.14	20.79	21.68	22.30	23.48	24.17	25.60	27.07	28.02	28.97
Administrative Assistant	16.05	17.81	18.40	18.99	19.78	20.36	21.43	22.06	23.36	24.70	25.57	26.44
<b>TRANSPORTATION</b>												
	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Bus Driver	17.52	19.44	20.07	20.90	21.53	22.47	23.65	24.34	25.78	27.26	28.22	29.18
Courier	16.22	18.00	18.62	19.23	20.04	20.69	21.78	22.41	23.74	25.10	25.99	26.87
Dispatcher/Driver Trainer		21.10	21.80	22.54	23.52	24.24	25.52	26.26	27.82	29.42	30.45	31.48
Freight Delivery		19.44	20.07	20.90	21.53	22.47	23.65	24.34	25.78	27.26	28.22	29.18
Head Mechanic		23.32	24.12	24.90	25.99	26.80	27.60	28.41	29.48	30.55	31.62	32.69
Mechanic		21.68	22.41	23.16	24.11	24.84	25.58	26.33	27.32	28.31	29.31	30.30

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<b>PROFESSIONAL/TECHNICAL</b>	<b>Sub</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 - 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30 - 34</b>	<b>35</b>
Accounts Payable Specialist		21.21	21.84	22.46	23.28	23.92	24.63	25.35	26.31	27.26	28.22	29.18
ASB Bookkeeper		19.60	20.25	20.89	22.23	22.40	23.58	24.27	25.71	27.18	28.14	29.09
Assistant Technical Systems Coordinator		28.94	29.90	30.84	32.14	33.08	34.07	35.06	36.38	37.71	39.03	40.35
Bilingual Resource Specialist		21.24	21.77	22.33	23.02	23.57	24.82	25.54	27.06	28.61	29.61	30.62
Campus Security Officer		22.59	23.28	23.99	24.92	25.62	26.98	27.76	29.41	31.10	32.19	33.28
Construction Manager		25.19	25.98	26.50	27.73	28.47	29.32	30.18	31.31	32.45	33.59	34.73
Data Systems Manager		26.53	27.37	28.21	29.35	30.21	31.12	32.02	33.23	34.44	35.65	36.86
Graduation Specialist		29.63	29.94	30.24	30.54	30.84	32.47	33.42	35.40	37.43	38.74	40.06
Health Room Assistant	14.59	16.19	16.73	17.27	18.01	18.53	19.51	20.08	21.27	22.49	23.28	24.07
Home Visitor		17.71	18.20	18.69	19.30	19.67	20.71	21.31	22.57	23.87	24.71	25.54
HR/Payroll Assistant		20.00	20.63	21.25	22.07	22.70	23.38	24.06	24.97	25.88	26.79	27.70
Intervention Specialist		29.49	30.51	31.53	32.87	33.88	35.66	36.70	38.88	41.11	42.55	43.99
Library Technician I	17.25	19.14	19.68	20.22	20.93	21.46	22.59	23.25	24.63	26.04	26.95	27.87
Library Technician II	15.02	16.66	17.20	17.74	18.45	18.98	19.98	20.56	21.78	23.03	23.84	24.65
Network Support Specialist I		26.52	27.37	28.21	29.35	30.21	31.12	32.02	33.23	34.44	35.65	36.86
Network Support Specialist II		25.69	26.52	27.35	28.45	29.27	30.15	31.03	32.20	33.37	34.54	35.71
Occupational Therapist Aide		13.21	13.69	14.12	14.72	15.18	15.98	16.44	17.42	18.42	19.06	19.71
Occupational Therapist Assistant		25.52	26.41	27.29	28.47	29.33	30.88	31.78	33.67	35.60	36.85	38.10
Programmer/Database Analyst		36.42	37.00	37.59	38.18	38.77	39.93	41.09	42.64	44.20	45.75	47.30
School Nurse	21.00	23.26	23.85	24.42	25.01	25.59	26.94	27.72	29.37	31.05	32.14	33.23
Sign Language Interpreter / Braille		20.83	21.62	22.11	22.97	23.70	24.95	25.68	27.20	28.76	29.77	30.78
Special Education Technical Support		19.41	19.98	20.51	21.22	21.75	22.90	23.56	24.96	26.39	27.32	28.24
Student Store Manager	14.68	16.28	16.85	17.37	18.16	18.68	19.66	20.23	21.43	22.66	23.46	24.25
Team Support Specialist		17.61	18.17	18.71	19.42	19.95	21.00	21.61	22.89	24.21	25.06	25.91
Technical Assistant		18.11	18.73	19.35	20.18	20.81	21.43	22.06	22.89	23.72	24.55	25.38
Technology Office Manager		18.86	19.49	20.11	20.93	21.56	22.21	22.85	23.72	24.58	25.44	26.30
Transitional Specialist		17.66	18.19	18.71	19.40	19.94	20.99	21.60	22.88	24.19	25.04	25.89

APPENDIX A



Burlington - Edison Public Schools

Dr. Richard O. Jones  
Superintendent

927 East Fairhaven Avenue • Burlington, WA 98233 • (360) 757-3311 • FAX 755-9198

MEMORANDUM OF AGREEMENT

The Burlington-Edison School District and the Public Schools Employees of Burlington-Edison understand and agree to the following:

Kevin Geoghegan will work two (2) hours per day as custodial aide at Lucille Umbarger Elementary lunchroom. The following items are understood for Kevin's employment:

- Kevin will be paid at minimum wage
- Kevin will not have contractual rights, including but not limited to seniority rights
- Hal Hightower will oversee Kevin; when Hal is absent for a long period of time and/or no longer employed at Lucille Umbarger Elementary, Kevin's employment status will be reviewed.

PUBLIC SCHOOLS EMPLOYEES OF  
BURLINGTON-EDISON SCHOOL DISTRICT

BURLINGTON-EDISON  
SCHOOL DISTRICT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: 9/26/2007

DATE: 9/26/07

*"Quality Education ... Our Commitment"*



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## LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF BURLINGTON-EDISON AND THE BURLINGTON-EDISON SCHOOL DISTRICT #100. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws (ESSB 5940).

1. The provisions of this Letter of Agreement (LOA) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this LOA conflicts with the current CBA, the provision of this LOA shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
  - a. at least one qualified high-deductible health plan (QHDHP) and health savings account (HSA);
  - b. at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2016 state employee benefits year; and
  - c. health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the previous school year.

3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge of one (1) percent by monthly payroll deduction. The minimum monthly charge shall be a percentage of the premium. For eligible employees selecting the QHDHP with a Health Savings Account (HSA), up to \$125.00 per month may be allocated to the employee's HSA. Employees may contribute funds through payroll deduction tax free by contacting the district per the current maximum annual rates allowed by law.


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3 4. The parties shall abide by state laws relating to school district employee benefits and this  
4 LOA shall be construed consistent with such laws.  
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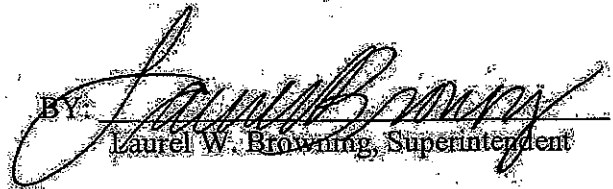
6 This LOA shall be effective for school years 2016 – 2017 and 2017 – 2018. The parties shall meet  
7 prior to school year 2018 – 2019 to discuss whether to renew or amend this LOA for another year.  
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10 PUBLIC SCHOOL EMPLOYEES  
11 OF WASHINGTON/SEIU Local 1948  
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13 PUBLIC SCHOOL EMPLOYEES  
14 OF BURLINGTON-EDISON  
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BURLINGTON-EDISON SCHOOL  
DISTRICT #100  
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17  
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20 BY   
21 Rey Salinas, Chapter President

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23  
24 BY   
25 Laurel W. Browning, Superintendent

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DATE: 8/16/2016

DATE: 9.16.16