

COLLECTIVE BARGAINING AGREEMENT BETWEEN

TOPPENISH SCHOOL DISTRICT #202

AND

PUBLIC SCHOOL EMPLOYEES OF TOPPENISH

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948
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PREAMBLE

Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this constitutes an agreement between the employer, Toppenish School District #202, and the Public School Employee Local Organization, an affiliate of the Public School Employees of Washington/SEIU Local 1948.

The parties agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith, with respect to grievance procedures and collective negotiation on personnel matters, including wages, hours and working conditions; and promote effective methods for prompt adjustment of differences.

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Bargaining Unit Recognition and Certification.

The School Board and the Superintendent of School District #202 recognize the Local Organization of Toppenish Public School Employees of District #202, an affiliate of the Public School Employees of Washington/SEIU Local 1948, as the exclusive bargaining representative of all the employees of the following General Job Classifications: Food Service, Transportation, Custodial-Maintenance, Paraprofessionals, Computer Lab Technician, Office Personnel, Home Liaison, Registered Nurse and substitutes who work more than thirty (30) days in any one (1) year or the previous year, to the extent described in Sections 9.1.6, 9.7, 15.8, 15.9 and Article XVI of this Agreement for the purpose of consulting and negotiating on appropriate matters applicable to any and all employees in the units. Excluded: Central Office employees and Central Office Secretarial staff and Supervisors of Accounting, Custodial-Maintenance, Transportation, Indian Education, Mediation, Security, Technology and Food Service.

Section 1.2. Jurisdiction of Work.

The District shall not contract out or assign bargaining unit work to external entities or individuals, except in cases of necessity or emergency situations when the work cannot reasonably be performed by bargaining unit members.

In the event that the employer determines that contracting out bargaining unit work is necessary, the employer shall provide written notice to the Union President. Upon Association request, the parties shall engage in good faith consultations to explore alternatives and mitigate the impact on bargaining unit members.

When a non-bargaining unit staffer is placed to fill a bargaining unit position, the position must have been posted consistent with the Public School Employees of Washington/SEIU Local 1948 (PSE) Collective Bargaining Agreement with no viable applicants.



1 **Section 1.3. Definitions.**

- 2 1. **Workdays** - Defines the days included in the contracted work year.
- 3
- 4 2. **Calendar Days** - Defines the universally recognized calendar of months and days.
- 5
- 6 3. **Business Days** - Defines the days the TSD Administrative Offices are open for business.
- 7
- 8 4. **Bargaining Unit Work** is defined as work certified by the Public Employment Relations
- 9 Commission to be performed under this Collective Bargaining Agreement.
- 10
- 11 5. **Full-Time Classified Employee** - Is one who works two hundred sixty (260) days per year
- 12 schedule.
- 13
- 14 6. **Regular Classified Employee** - Is one who fills a position requiring from one hundred eighty
- 15 (180) days up to two hundred fifty-nine (259) days of service per year.
- 16
- 17 7. **Temporary Position** - Is a bargaining unit position that is projected to be at least thirty (30)
- 18 workdays due to an increase in workload or special projects.
- 19
- 20 8. **Substitute Classified Employee** - Is employed only to sporadically fill a position of an absent
- 21 bargaining unit member or to fill vacant position until filled by the processes outlined in this
- 22 agreement.
- 23
- 24

25 **ARTICLE II**

26 **RIGHTS OF THE EMPLOYER**

27 **Section 2.1. Management Rights.**

28 It is agreed that the customary and usual rights, powers, functions, and authority of management are

29 vested in management officials of the District. Included in these rights in accordance with and subject

30 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work

31 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to

32 suspend, discharge, demote, or take other disciplinary action against employees; and the right to

33 release employees from duties because of lack of and/or sub-standard work or for other legitimate

34 reasons. The District shall retain the right to maintain efficiency of the District operation by

35 determining the methods, the means, and the personnel by which operations undertaken by the

36 employees in the unit are to be conducted.

37

38

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40 **Section 2.2. Reasonable Rules and Regulations.**

41 The right to make reasonable rules and regulations shall be considered acknowledged functions of the

42 District. In making rules and regulations relating to personnel policies, procedures, and practices, and

43 matters of working conditions, the District shall give due regard and consideration to the rights of the

44 Association and the employees and to the obligations imposed by this Agreement.

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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Union Rights.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2. Rights to Address Concerns.

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

Section 3.3. Rights to Representation.

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

Section 3.4. Equal Opportunity and Nondiscrimination.

Neither the District nor the Association shall illegally discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, or marital status, or because of a physical handicap. The District and the Union are committed to a policy of equal employment opportunity. The District shall provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorable-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the present of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Section 3.4.1. Harassment.

The District is committed to a positive and productive working environment free from discrimination, including sexual harassment. This commitment extends to all employees and other persons involved in academic, educational, extracurricular, athletic, and other programs or activities of the school, whether that program or activity is in a school facility, on school transportation, or at a class training held elsewhere. The District will follow all applicable district, state and federal laws and policies.

Section 3.5. Job Descriptions.

The District will review and update job descriptions annually, and any adjustments in wages will be negotiated with the Association. Notifications of any changes will be communicated with the Association President. In order for salary adjustments to be in place by September 1, the Association agrees to notify the District before June 30.

1 **Section 3.6. Personnel File.**

2 There shall be only one (1) official personnel file kept on each employee, which shall be located in the
3 District personnel office. The employee shall have the right to examine their file upon request to the
4 District. Employees requesting to review personnel files shall schedule an appointment to do so via
5 Human Resources. The District shall submit copies to the employee of any materials placed in the file
6 at the time of such placement. The employee shall have the right to enter a written response to any
7 material placed in the file. Upon the employee's request, any derogatory material, excluding
8 evaluations and other materials required by law to be kept in the employee's personnel file, may be
9 expunged after two (2) years. All two hundred sixty (260)-day employees shall be evaluated by July 31
10 of each year by the supervisor who supervises the employee for the major portion of the employee's
11 work year. Less than two hundred sixty (260)-day employees will be evaluated by the last day of
12 school by the supervisor who supervises the employee for the major portion of the employee's work
13 year.

14
15 **Section 3.6.1. Notification of Derogatory Material.**

16 No evaluation, correspondence, other documents, or material which makes derogatory
17 reference to an employee in either character or manner will be kept or become part of the
18 employee's personnel file without the employee's knowledge. An employee will be allowed to
19 attach their comments, which will then become a part of the employee's file. All such materials
20 shall be signed or initialed by the employee acknowledging receipt of copies of such materials.
21

22 **Section 3.6.2. Medical Files.**

23 Confidential medical information will be kept in a separate, confidential medical file, which
24 will be maintained in a secure location with limited access consistent with applicable laws. By
25 prior appointment, an employee of at least twenty-four (24) hours of advanced notice shall have
26 the opportunity to review the contents of their medical file and request a copy of materials
27 within the file. A personnel office employee may be present during all such inspections.
28

29 **Section 3.6.3. Grievance and Other Materials.**

30 Grievance files shall be kept separate from personnel files. Grievance files and other files
31 related to litigation shall also be kept separate from personnel files and files shall only be
32 housed at the District office.
33

34 **Section 3.7. Performance Evaluations.**

35 Performance evaluation forms shall include language indicating that employee signature acknowledges
36 receipt of the evaluation and in no way indicates that employee agrees with the information in the
37 evaluation. Employees will be provided their own copy of the evaluation form when they receive their
38 evaluations. Employees shall have five (5) working days from the receipt of their evaluation to submit
39 a rebuttal statement to be attached to their evaluation and kept in their personnel file.
40

41 **Section 3.8. Employee Safety and Security Procedures.**

42 Employees shall not be requested or required to make a bomb search. All employees shall participate
43 in safety and security training, including practice drills and emergency procedures. All employees shall
44 abide by lockdowns, regardless of whether the lockdown is a drill or results from an actual emergency.
45 Supervisors of employees who are subject to lockdown and other security procedures that deny or
46 restrict access to district buildings may not penalize such employees for honoring or taking part in the
47 lockdown and/or other security procedures.
48



1 **Section 3.9. Right to Delegate Representatives.**

2 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
3 exclusive of compensation for services rendered to appropriate officials of the Association.
4

5 **Section 3.10. Right of Refusal – Parent-Designated Adults.**

6 Pursuant to RCW 28A.210.330 (2)(a) employees have the right to choose not to volunteer as “parent-
7 designated adult” to assist in treatment of students with diabetes and shall not receive any reprisal or
8 disciplinary action for refusing to volunteer.
9

10 **Section 3.10.1. Training for Parent-Designated Adults.**

11 Employees that do volunteer as “parent-designated adults” as defined in RCW 28A.210.330 (2)
12 (a) shall receive any and all required training at the employers’ expense prior to duties being
13 assigned.
14

15 **Section 3.10.2. Injection Administration.**

16 All injections that are not auto injectors required by students will be performed by nursing staff
17 or “parent-designated adults” for student. Training for auto injectors shall be provided at the
18 beginning of each school year.
19

20 **Section 3.10.3. Catheter Administration and Training.**

21 Employees who administer student catheterization services shall be provided the training. If the
22 job posting and description that the employee was hired under does not include providing
23 catheterization services, they shall have the right of refusal as described under RCW
24 28A.210.280.
25

26 **Section 3.11. New Employee Orientation.**

27 The District shall provide a general orientation of new employees in the fall. An Association officer
28 shall be provided with the opportunity to attend the orientation meetings and be given an appropriate
29 amount of time to inform new employees of contractual issues. After the orientation, additional staff
30 hired will meet with HR for onboarding.
31

32 During orientation or HR onboarding of new employees, the following information will be reviewed or
33 assigned:
34

- 35 • Salary, Wages, SEBB, DRS
- 36 • Absence Management, Time, and Attendance
- 37 • Fundamental Course of Study, Safe Schools, FERPA, and/or job specific training
- 38

39 **Section 3.11.1. Ongoing Training and Expectations.**

40 The District shall provide annual orientation meetings for building, site, and department
41 specific information.
42

43 **Section 3.12. Camera Use.**

44 Cameras are not to be used for the surveillance of employee performance. When the employer learns of
45 a complaint, accident, incident, or event, the employer may review recorded material. If the employer
46 reviews recorded material under such circumstances and determines there may be a basis for potential
47 discipline, they will notify the Union and follow Section 11.1.1 of the Collective Bargaining
48 Agreement.



1 **Section 3.13. Safe, Civil, Healthy, and Secure Workplace.**

2 The District will comply with all applicable District policies, state, and federal laws to insure a safe,
3 civil, healthy, and secure workplace. Standard Operating Procedures include health and safety
4 information and protocols. The SOP will be made available to all employees.

5
6 Employees will follow District policies and procedures to address safety concerns with the District.
7

8 **Section 3.14. Shared Student Response Plans.**

9 Any employee working directly with a specific student may request to meet with the building
10 administrator, or their designee, to review the following information on a case-by-case basis:

- 11 • No contact orders.
- 12 • Medical alerts
- 13 • Individual Education Summary Plan or 504 Summary Plan
- 14 • School discipline records relevant to safety

15
16 All information will be shared in accordance with TSD School Board Policy 4020 and FERPA laws.
17 Employees shall sign a confidentiality agreement.
18

19 **Section 3.15. Para-Admin Meetings.**

20 Building administrators, or their designee, will meet with Paraeducators at least once every month to
21 communicate updated information. This meeting shall not disrupt the educational learning environment
22 of our students, as determined by the administrator.
23
24

25 **ARTICLE IV**

26 **RIGHTS OF THE ASSOCIATION**

27
28
29 **Section 4.1. Rights and Responsibilities.**

30 The Association has the right and responsibility to represent the interests of all employees in the unit;
31 to present its views to the District on matters of concern, either orally or in writing; and to enter
32 collective negotiations with the object of reaching an agreement applicable to all employees within the
33 bargaining unit.
34

35 **Section 4.2. Notification and Participation of Grievances and Disciplinary Action.**

36 The local President of the Association shall promptly be notified by the District of any grievances or
37 formal disciplinary actions of any employee in the units. The Association is entitled to have an
38 observer at hearings conducted by any District official or body arising out of grievance and to make
39 known the Association's views concerning the case.
40

41 **Section 4.3. Release Time for State and Regional Meetings.**

42 The President of the Association or a designated representative will be provided time off without loss
43 of pay to a maximum of ten (10) days per year to attend regional or state meetings when the purpose of
44 those meetings is in the best interests of the District as determined by the District administration. A
45 notice of one (1) week must be given to the District.
46



Section 4.4. Annual Seniority List to the Association.

The District shall provide the Association with a Seniority List, which includes each employee represented by the Association by position and hire date by November 1st.

Section 4.5. Worksite Access.

Visitation rights shall be granted to designated representatives of the Association to visit with employees in the bargaining unit for purposes of grievance procedures and/or general information. The visiting representative shall notify the School District upon arrival. The visitation shall not interfere with the normal work schedule of the individual employees.

Section 4.6. Bulletin Boards.

The District shall provide a bulletin board space in each school for the use of the Association. The location and size of the bulletin boards shall be determined by the school principal or supervisor provided, the location of the board is a place where all members have access to, and the space provided is no less than 24"x24". The bulletins posted by the Association are the responsibility of the officials in the Association.

Section 4.7. Labor Management Meetings.

Labor Management meetings are designed to allow the parties to meet at mutually scheduled times to discuss appropriate matters that do not require negotiations. The purpose of the meetings are to mutually discuss and resolve appropriate matters. The Association and the District will each designate representatives to attend these meetings.

Section 4.7.1. Association Time for Labor Management Committee.

The District will allow sufficient time during working hours for Association meetings scheduled with the Superintendent or designee(s) in accordance with Section 4.7. The District will provide suitable space to conduct such meetings.

Section 4.7.2. Equity, Diversity, and Inclusion.

Beginning in the 2021-22 school year Toppenish School District will follow RCW 28A.150.415 to train School District staff in one (1) or more of the following topics: Cultural Competency, Diversity, Equity, or Inclusion. Attendance at District-provided training related to this RCW that is outside of regular contracted time shall be paid on a timesheet.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Subjects of Bargaining.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are hours and working conditions, wages, fringe benefits, and grievance procedures.

Section 5.2. Consultation with Association.

It is further agreed and understood that the District will consult with the Association and meet with the Association upon its request concerning any of the above.

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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor Management Committee.

The Association Executive Board, Staff, and/or designees shall represent the Association and employees in meeting with officials of the District at least once a quarter or more, if necessary, to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may consult with the District on complaints without a grievance being made by an individual employee. Attending such meeting shall not result in a loss of pay for attendees provided no more than four (4) employees attend the meetings

Section 6.2. Association Release Time.

Release time for Toppenish PSE members requested by the Public School Employees of Washington/SEIU Local 1948 State Organization may be granted to the employee. Request for release time shall be sent to the Director of Human Resources/or designee from staff employees of the state or regional offices. All costs associated with the employee's absences for such Public School Employee of Washington/SEIU Local 1948 State Organization release time shall be reimbursed by Public School Employee of Washington/SEIU Local 1948 State Organization. No more than four (4) employees at any given time may use release time to be absent from the District during work hours.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Definition: Work Week.

The work week 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 work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Provided, however, employees whose normal shift consists of working on Saturdays or Sundays shall receive an additional two dollars (\$2.00) per hour for those hours worked on Saturday or Sunday, except for Bus Drivers.

Section 7.1.1. Extra Hours of Work.

Extra Work is defined as:

- A. Extra hours of work in excess of an employee's contracted hours
- B. Any intermittent work offered to Employees.
- C. Trips do not apply to this section.

This includes overtime assignments and shall be distributed in accordance with the seniority provisions.

1 **Section 7.1.2. Extra Hours of Work Assignment Process.**

2 If the most senior employee refused the work, it will be offered to the next senior, etc. If no one
3 agrees to do the work, the least senior may be assigned. Snow removal hours and overtime is
4 defined in Section 7.8.5 and will not apply to this section.
5

- 6 A. First - Extra hours of work will be offered to the most senior qualified employee who is
7 available in the general job classification at the work site/department and is **not in**
8 **overtime status.**
9
10 B. Second - Extra hours of work will be offered to the most senior qualified employee who
11 is available in the General job classification at the work site/department and **is in**
12 **overtime status.**
13
14 C. Third - will be offered outside of the building/department by seniority within the
15 general job classification.
16

17 This section does not apply to employees who are required to work beyond their shift times due
18 to unexpected situations that cannot be avoided.
19

20 For example:

- 21
22 A. Students were not picked up on time after school because of a late bus and needed
23 continued supervision.
24
25 B. Maintenance employee working on a project that cannot be stopped and completed the
26 following day.
27
28 C. Mandatory staff meetings or conferences required of a specific individual.
29

30 **Section 7.1.3. Emergency School Closure and Delayed Opening.**

31 In the event that it becomes necessary to close or delay opening school(s) because of inclement
32 weather, Acts of God, health emergencies, or other emergency reasons, the District shall use
33 District notification system.
34

35 This provision does not preclude the District from closing school(s) in the event an emergency
36 developed later in the day, if further evaluation of developing hazardous conditions warrants
37 closure. Employees will remain on duty until their students have been cleared from school
38 properties.
39

- 40 1. **Delayed Opening:** In the event that the opening of school is delayed,
41 a. All employees shall drive as safely as possible to work and communicate with
42 their supervisor if they expect to be more than fifteen (15) minutes late.
43
44 b. All employees will be allowed to leave work at the end of their regularly
45 scheduled day without loss of pay.
46
47 c. If an employee feels they are unable to report to work safely, missed time will
48 be charged to personal leave, vacation, or it will be a day without pay at the

employee's discretion and will be designated on the monthly time record by the employee.

2. Makeup School Days:

When the District is required by law to make up days missed due to emergency closure; scheduling of makeup days shall be in accordance to the School Board-approved District calendar. Employees shall not receive additional compensation for such make-up days. In the event that the District is not required by law to make up missed days, no employee shall suffer loss of pay.

3. School Closure:

- a. If school is closed due to inclement weather, the classification positions under Maintenance, Transportation, and Custodial (two hundred sixty [260]-day employees) must report to work. If, however, an employee feels they cannot report to work, the time will be charged to personal leave, vacation, or it will be a day without pay at the employee's discretion and will be designated on the monthly time record by the employee.
- b. If school is closed due to inclement weather, less than two hundred sixty (260)-day who have already reported to their worksite shall be compensated for two (2) hours at base rate.

Section 7.2. Work Shift.

Each employee shall be assigned to a definite and regular shift and work week, which shall not be changed without prior notice to the employee of two (2) calendar weeks. In case of emergency, the above may be waived. The normal shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation.

During the summer months, with the supervisor's permission, Custodial/Maintenance and Clerical employees may elect to work four (4) ten (10)-hour days. This shall not result in the loss of holiday pay.

Section 7.2.1. Modified Shifts.

On days when students are not in attendance, and with prior approval of the supervisor, an evening shift employee may modify their schedule.

Section 7.3. Break and Lunch Times.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The normal shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted and unpaid 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. Employees working three (3) or more hours longer than a normal workday shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period. Employees shall be allowed a rest period of no less than fifteen (15) minutes compensated by the employer for each four (4) hours of working time.

Section 7.3.1. Food Service Lunch Time Interruptions and Certifications.

Food service employees who are affected by interrupted lunch periods will receive a paid thirty (30) minute lunch break. Food service employees shall also be allowed a District provided mid-day meal. The District shall pay for the Food and Beverage Service Worker's Permit for the State of Washington and Membership and Certification with the School Nutrition Association for all food service employees.

Section 7.4. Irregular Shift Break Times.

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 four (4) hours of work.

Section 7.4.1. Irregular Shift Lunch Times.

In the event an employee is assigned to shift less than the previously defined in this article, the employee shall be provided a thirty (30) minute lunch period if they work five (5) or more hours.

Section 7.5. Working Through Lunch Breaks.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at one and one-half (1½) at the employee's regular rate of pay.

Section 7.6. Working in Higher or Lower-Paid Classifications.

Employees requested to substitute or perform the work assignment of a higher classification shall receive compensation normally paid in the higher classification at the longevity step of the employee filling in for the absent employee. Should an employee be required to substitute or perform the work of a lower compensated classification, the employee shall be compensated at their normal hourly rate of pay.

Section 7.7. Transportation.

Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation.

- A. All Drivers will receive fifteen (15) minute pre-trip inspection for each run in their contracted day.
- B. Employees will receive ten (10) minute post-trip and bus cleanup for each run in their contracted day.
- C. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted.
- D. Drivers shall receive a minimum of two (2) hours' pay for each duty call.
- E. All weekly total route time shall be posted in the Transportation Department.

1 **Section 7.7.1. Trips.**

2 **A.** Extra trips shall be first assigned on a seniority basis who have not exceeded the forty
3 (40) hour per week limit. The District may assign extra trips to qualified drivers outside
4 the unit when regular or part-time drivers are not available.

5
6 **B. Trip Compensation**

- 7 1. Extra trips will be paid at the Driver rate in accordance with Schedule A.
- 8
- 9 2. The District will pay per diem for any meals and lodging for which the
10 employee qualifies under the District's travel policies.
- 11
- 12 3. Employees will receive a minimum of eight (8) hours of pay at the applicable
13 rate for each day of overnight trips except on the day of return. On the day of
14 return, the employee will receive a minimum of eight (8) hours when returned to
15 the bus lot at 1:00 p.m. or later. Hours worked on any day over the minimum
16 allotted daily time will be paid at the applicable rate.

17
18 **C. Contracting Out Trips**

19 Whenever possible, the District will use District transportation. The District may
20 contract with private carriers for elementary school K-5 and self-contained student trips
21 where the total trip miles are in excess of two hundred (200) miles. Should a business
22 necessity arise where the District believes it is legally required to provide specialized
23 transportation for a student, the District shall notify the Association in writing ten (10)
24 school days prior to the trip and the District will satisfy its collective bargaining
25 obligation.

26
27 **D. "Drop and Return Shuttles"**

28 will only be used when the bus is needed to transport students to or from school, when
29 unforeseen circumstances arise or upon the driver's request. Trip tickets shall include
30 any applicable travel per diem, the start and return time, and total expected hours
31 including post, pre-trip, and cleaning requirements.

32
33 **E. Deadline for Trip Signup**

34 The deadline to sign up for extra trips will be as follows:

<u>Deadline to sign up by 5:00 P.M.</u>	<u>Trip Departure Day</u>
Monday	Thursday
Tuesday	Friday
Wednesday	Saturday
Thursday	Sunday and Monday
Friday	Tuesday

42
43 **F. Cancelled Trips**

44 In the event a trip is cancelled within twenty-four (24) hours prior to the scheduled
45 departure time, for reasons other than weather or natural disasters, the Driver who was
46 scheduled to take the trip shall be compensated for all time listed on the trip ticket.

47



Section 7.8. Overtime.

Overtime shall be assigned on a fair and equitable basis. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular work week will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences. The above notice provisions may be waived in emergencies.

Section 7.8.1. Overtime Rate Over 40 Hours.

All hours worked by direction of the District in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the employee's base hourly rate.

Section 7.8.2. Overtime Rate 6th Day.

All hours worked on the sixth consecutive day shall be compensated at the rate of one and one-half (1½) times the employee's base pay.

Section 7.8.3. Overtime Rate 7th Day.

All hours worked on the seventh consecutive day shall be compensated at the rate of twice the employee's base pay.

Section 7.8.4. Call Back Pay.

All employees called back on a regular workday, or called on the sixth or seventh day, shall receive no less than two (2) hours' pay at the appropriate rate.

Section 7.8.5. Snow Removal.

For the purpose of snow removal, additional hours and overtime shall first be offered based on seniority to Grounds employees, followed by Utility employees and the to all other classifications in Maintenance Custodial Utility.

Section 7.9. Compensation for Extra Activities.

Any extra activities shall be attended by Custodial personnel and the employee shall be compensated at the appropriate rate. Any extra activity requiring the use of the kitchen shall have Food Service Personnel in attendance and the employee shall be compensated at the overtime rate (Exception: Other than coffee making).

Section 7.10. Paraprofessional Minimum Hours Per Day.

All Paraprofessional shifts shall be a minimum of six (6) hours per day except in special circumstances in which case the District will notify and meet with the Association leadership to deal with each special case.

Section 7.11. Employee Training Rate.

During the time employees are requested to train new or current employees, one dollar (\$1.00) per hour shall be added to the employee's current rate of pay.

Section 7.12. Flex Time.

Employees who work hours in excess of their normally scheduled day not exceeding forty (40) hours in a work week, may request to receive flex time in lieu of payment. Flex time shall be computed at the rate of one (1) hour's flex time for each (1) hour worked. All flex time, and the use thereof, must be pre-approved by the immediate supervisor except in emergency situations

1 where the supervisor, or designee, cannot be reached. No more than eight (8) hours can be accrued.
2 The decision to accept flex time in lieu of payment is the employee's decision. No employee shall
3 be compelled to take flex time in lieu of compensation.
4

5 **Section 7.13. Compensatory Time.**

6 Employees who work hours in excess of forty (40) hours during their work week shall have the
7 option of being paid overtime or accepting compensatory time in lieu of payment. Compensatory
8 time is calculated in the same manner as overtime rates. Employees choosing to receive
9 compensatory time in lieu of pay shall be provided one and one half (1½) hours credit for each
10 hour worked beyond forty (40) hours in a week. The use of accrued compensatory time shall be
11 approved and scheduled between the employee and their immediate supervisor. If the employee
12 has not used accrued compensatory time by the end of July, the balance shall be cashed out and
13 paid at the appropriate overtime rate in the employee's August paycheck.
14

15 The decision to accept compensatory time in lieu of payment is the employee's decision. No
16 employee shall be compelled to take compensatory time in lieu of compensation. Compensatory
17 time shall be tracked and accounted for. An employee accepting compensatory time will be
18 provided a sheet indicating the number of hours converted to compensatory time. The
19 compensatory time sheet shall include the date of the work completed, time of the actual hours
20 worked and the time of the converted hours for time off. The employer shall keep documentation
21 of how many hours each employee has earned and when the employee utilizes compensatory time.
22 No employee shall accrue more than thirty (30) hours of compensatory time. When an employee is
23 utilizing compensatory time, the employee will complete a compensatory usage sheet which will
24 include the date of the usage, the number of hours utilized and a signature line for both the
25 employee and the supervisor
26

27 **Section 7.14. Time Spent in Training and Obtaining Licenses or Certification.**

28 Time spent in classes, workshops, online training, or other educational circumstances and testing
29 needed to obtain or maintain required certification, licenses, or endorsements, except for those required
30 for a base Commercial Driver's License or regular Driver's License, shall be considered as time
31 worked and compensated as such, with written prior approval of the department director or principal.
32

33 The District reserves the right to provide in-house training, and to require that employees attend in-
34 District webinars and other electronic types of training and seminars, rather than travel to off-site
35 trainings. Any off-site trainings and/or conferences shall be handled as per the District's travel policies
36 and must be pre-approved by the department director or principal.
37

38 Such trainings that are not within the normal workday shall require notification to employees and the
39 Association President of no less than fourteen (14) days. Additionally, any trainings offered by the
40 District outside the employee's regular workday/year will be optional unless otherwise stated in this
41 Agreement. In addition, no employee will be required to attend training that would put them in excess
42 of ten (10) work hours per workday unless the employee agrees to do so.
43

44 **Section 7.14.1. Training Outside of Workday.**

45 Time spent outside of an employee's normal workday to travel to District-required training,
46 classes, workshops, online training, or other educational circumstances and testing needed to
47 obtain or maintain required certification, licenses, or endorsements is considered time worked

and will be compensated as such. Employees shall provide notification to the department director or principal and obtain written approval prior to attending.

Section 7.15. Professional Development.

For the mutual benefit of the employees and the School District, there shall be in the budget money which shall be used for classified employees in the following manner:

The District shall provide a maximum of five thousand dollars (\$5000.00) each year for the purpose of salary and reimbursement for classified employees to attend training courses or workshops approved by the District administration. Distribution of these funds will be discussed at Labor Management meetings.

The Association and the District shall meet to agree on a process and criteria for employees to request and receive professional development funds. The parties will commence this process not later than October 1, 2021.

Section 7.15.1. Employee Development Funds.

Employee development funds shall be limited to five hundred dollars (\$500) per year per employee. In the event that there are unexpended funds in the pool on February 1 of each year, employees who have previously received funds that year may apply for a second award of funds.

Section 7.16. Paraeducator Certification.

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

- A. Fundamental Course of Study (FCS)** – twenty-eight (28) hours of Professional Development Required.
- B. General Paraeducator Certificate** – (70) clock hours of professional development required after completing the Fundamental Course of Study when funded by Washington State Legislature.
- C. Subject Matter Certificates** – not currently required but can be completed as part of the General Paraeducator Certificate requirement.
- D. Advanced Paraeducator Certificate** additional – not currently required

Section 7.16.1. Training Requirements.

- A.** Paraeducators are only required to meet certifications when trainings are funded by the Washington State Legislature.
- B.** The District is required to provide training for Paraeducators for the FCS and the General Paraeducator Certificate if funded by the Legislature.
- C.** Paraeducators are responsible for the cost of clock hours for alternative training not provided by the District and if training hours exceed those funded by the Legislature.



- 1 D. Each employee shall be paid their current hourly rate of pay for all required training that
2 the District offers outside of their contracted day. Employees who choose to take hours
3 outside the District must have preapproval from the District designee for time sheet
4 hours.
5
6 E. The District will make every effort to schedule the required training during the
7 Paraeducator's workday, flexible times, or in proximity to the start or end of the school
8 year.
9

10 **Section 7.16.2. District Responsibilities.**

11 The District will be responsible for the following:

- 12
13 A. A schedule of when required training hours will be offered will be emailed to
14 Paraeducators on their District email by August 9th of each year.
15
16 B. Provide an opportunity as set forth in the schedule for all Paraeducators to obtain
17 required training. If a Paraeducator is absent for a required training, one (1) additional
18 opportunity will be scheduled.
19
20 C. If registration is necessary for required trainings, the District will provide directions on
21 how to register.
22
23 D. The District will maintain documentation of certificates completed by Paraeducators
24 and provide Paraeducators access to their documentation.
25
26 E. It is a District expectation that all Paraeducators complete required training by June
27 30th. The District and Public School Employees of Washington/SEIU Local 1948 (PSE)
28 will meet in the spring of each year should there be Paraeducators who are not meeting
29 the requirements to address them on a case-by-case basis. If Paraeducators fail to
30 complete required training or a plan that was mutually agreed upon, they will not be
31 employed the next school year.
32

33 **Section 7.16.3. Paraeducator Responsibilities.**

34 Each Paraeducator is responsible to do the following:

- 35
36 A. If registration is required, the employee must register for all courses provided by the
37 District as part of the required Paraeducator training.
38
39 B. Submit evidence of completion of required trainings (sign ins, online certificates, etc.)
40
41 C. Maintain course completion documentation as directed by the District.
42
43 D. Complete the required clock hours and pay for them if offered by outside agencies for
44 the General Certificate.
45
46 E. Record certificates in E-Certification (OSPI Platform)
47

Section 7.16.4. Annual Changes to PESB Requirements.

As this is based on current legislation that has frequent changes, the District and the Association agree to meet annually before September 1 of each year to review and discuss any changes to the PESB certification requirements.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays and Vacations.

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

- | | |
|----------------------------------|--|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King's Birthday | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Native American Heritage Day
(Day after Thanksgiving) |
| 4. Memorial Day | 11. Day before Christmas |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | |
| 7. Labor Day | |

All two hundred sixty (260)-day employees will be surveyed to determine if they would like to substitute the Day before Christmas to be taken as a paid holiday for a different day during the year.

Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday shall be eligible for pay for such unworked holiday. Employees on unpaid leave status shall not be eligible.

Section 8.1.2. Worked Holidays.

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

Section 8.1.3. Weekend Holidays.

If one of the above holidays falls on a weekend, the District shall establish either the previous Friday or the following Monday to be observed as the holiday.

Section 8.1.4. Early Release from Work.

Upon approval from their immediate supervisor, all employees will be released up to two (2) hours early from their regularly scheduled contracted time on the day prior to Thanksgiving Break and Winter Break, as long as all assigned duties and responsibilities are completed.

Section 8.2. Vacation Time.

It is understood that all employees subject to this Agreement shall earn vacation credits beginning immediately with their employment with the District, in accordance with the following schedule. Such vacation shall be earned, vested, and used as designated in this article.

Section 8.2.1. Vacation Accrual 1st Year.

During their first year of service, each employee shall earn five (5) days' paid vacation.

Section 8.2.2. Vacation Accrual 2nd through 5th Year.

During each of their second through fifth year of service, each employee shall earn ten (10) days' paid vacation.

Section 8.2.3. Vacation Accrual 6th through 10th Year.

During each of their sixth through tenth year of service, each employee shall earn sixteen (16) days' paid vacation.

Section 8.2.4. Vacation Accrual 11+ Years.

Beginning with the eleventh year of service, each employee shall earn an additional day of paid vacation per year of service up to a maximum of twenty-one (21) days as follows:

11th year of service	17 days
12th year of service	18 days
13th year of service	19 days
14th year of service	20 days
15th year of service	21 days
16th year +	21 days

Section 8.2.5. Computing Vacation Accrual.

For every regular workday from which an employee is absent on sick leave, bereavement leave, emergency leave, or due to a holiday, the hours of the employee's normal work shift shall be credited for computing vacation credit as if worked.

Section 8.2.6. Vacation Accrual for Regular Classified Employees.

It is mutually agreed that vacations for less than twelve (12) month personnel shall be on a prorate full-time equivalent basis.

Section 8.2.7. Vacation Requests and Approval Process.

Vacation dates must be requested, in advance, five (5) working days' notice may be required. The Superintendent/designee must approve the dates before employees may take their vacation. The employee will be notified within three (3) working days whether the request is approved or denied. If an employee does not receive a response in the time described above the vacation request will be considered approved. Vacations will be granted on a first come, first served basis.

Section 8.2.8. Vacation Use Deadlines and Carryover Limits.

Vacation leave must be taken within the twelve (12)-month period following the time when vacation was earned, except that a maximum of thirty (30) days may be accumulated and carried over to the following year as approved by the Superintendent or designee.

Section 8.2.9. Exceptions for Vacation Use Deadlines and Carryover Limits.

A maximum of thirty (30) days of vacation may be accumulated and carried over to the following year. In extraordinary circumstances, more than thirty (30) days may be carried over to the following year with approval of the Superintendent.

Section 8.3. Continuous Service Eligibility for Vacation Accrual.

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

Section 8.4. Unused Vacation.

Except as provided in the following section, any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the written approval of the immediate supervisor and administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 8.5. Vacation Cash Out – Resignation, Retirement, or Termination.

Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation with their final paycheck.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

Section 9.1.1. Leave for Illness, Injury and Emergency.

Each employee shall accumulate twelve (12) days per year for illness, injury, and emergency. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and accumulate up to a maximum of one hundred eighty (180) days for cash out purposes only, and the number of annual contracted days for each employee for illness leave. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. In the event the employee does not fulfill their complete contract, the leave will be prorated and any unearned leave that was used will be paid back by the employee. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift. Provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

The District shall comply with all laws and regulation arising from RCW 49.46.020.

Section 9.1.2. State Industrial Insurance Leave.

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

1 **Section 9.1.3. Verification of Sick Leave Use.**

2 Only when an employee exceeds five (5) days, may the District require verification that an
3 employee's use of paid sick leave is for an authorized purpose. If the District requires an
4 employee to provide verification from a health care provider identifying the need for use of
5 paid sick leave for an authorized purpose, the District must not require that the information
6 provided explains the nature of the condition. The verification must document that the
7 employee has been cleared by the healthcare provider to return to work. If obtaining such
8 verification results in extra expense to the employee, the District shall reimburse the employee
9 up to seventy-five dollars (\$75.00) for the cost of any medical fee or co-pay incurred by the
10 employee as a result of obtaining the verification, upon submittal of a receipt. Mileage or travel
11 costs are not subject to reimbursement.
12

13 **Section 9.1.4. Sick Leave Attendance Incentive Program.**

14 Annually each employee may cash out the unused sick leave days they have accumulated that
15 year (Jan. 1-Dec. 31) provided such employee has accumulated a minimum of sixty (60) days
16 of such leave. The cash out shall be on a one (1) day's pay for four (4) day's sick leave and
17 shall not allow the employee to decrease their accumulation to less than sixty (60) days. The
18 employee may cash out up to twelve (12) days per year on January 1 of each year.
19

20 **Section 9.1.4.1. Sick Leave Separation of Employment.**

21 At the time of separation from the District due to retirement or death, the employee or
22 their estate shall have all of their sick leave cashed out at the same one (1) for four (4)
23 ratio.
24

25 **Section 9.1.5. Sick Leave Sharing.**

26 Employees who have more than one hundred seventy-six (176) hours of sick leave shall be
27 allowed to voluntarily share leave as long as they retain a minimum of one hundred seventy-six
28 (176) hours of sick leave with a fellow employee who is in need and has run out of sick leave.
29 Sick leave sharing will be administered in accordance with State Law (RCW 41.04.650, RCW
30 41.04.665, RCW 28A.400.380, and WAC 391-126-004 to 392-126-104). All shared leave shall
31 be donated on an hour-by-hour basis. Employees will only be deducted leave based on the
32 exact hours they request to donate.
33

34 **Section 9.1.6. Substitute Employee Sick Leave.**

- 35 A. Each substitute employee shall accrue one (1) hour of paid sick leave for every forty
36 (40) hours worked. A maximum of forty (40) hours of sick leave may be carried over
37 into the following school year.
38
39 B. Sick leave accrued while a substitute employee shall not be lost when the employee is
40 hired as a regular full-time or part-time employee.
41
42 C. When a substitute separates from employment, accrued sick leave cannot be cashed out;
43 however, if the employee is rehired within twelve (12) months of separation, previously
44 accrued unused sick leave shall be reinstated. Substitute employees do not have sick
45 leave cash out rights and are not eligible to participate in sick leave incentive programs.
46

Section 9.1.7. Transfer of Accrued Sick Leave.

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District, per current state law.

Section 9.2. Bereavement Leave.

Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by death to family. Family means any of the following:

- A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- C. A spouse.
- D. A registered domestic partner.
- E. A grandparent.
- F. A grandchild.
- G. A sibling.
- H. Any employee's close personal friend.

Such bereavement leave shall not be deducted from sick leave and may be taken in hourly increments. Bereavement leave is noncumulative. Any additional time must be approved by the Superintendent or the Superintendent's designee; provided, however, this shall not set a precedent.

Section 9.3. Personal Leave.

Each employee shall be granted four (4) days of paid personal leave per year. No more than two (2) employees may be absent from each building in each classification. If the District must hire a substitute to accommodate an employee's personal leave request, the employee may take personal leave in half or full day increments only.

Up to two (2) unused personal days may be carried over each year, not to exceed six (6) days. Personal days in excess of two (2) days will be cashed out at the substitute rate of each employee's job classification on the Schedule A in the August pay period. No later than August 8 each year, two hundred sixty (260)-day employees must notify the District of their intent to either cash out unused personal days or have personal days for the month of August scheduled and approved by their Supervisor.

Section 9.4. Maternity Leave.

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and their medical advisor, deem necessary as verified by a letter from employee's physician. Employees granted maternity leave must return to work not later than sixty (60) days following childbirth, unless the employee's physical condition does not permit their return, and then they must be allowed additional time. Maternity leave shall be unpaid except that the employee may claim sick leave benefits for temporary disabilities as stated below:

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recoveries therefore, are, for all job-related purposes, temporary disabilities and shall be treated as such under sick leave.

In accordance with state Law (RCW 41.04.650, RCW 41.04.665, RCW 28A.400.380, and WAC 391-126-004 to 392-126-104), maternity leave under normal pregnancy and delivery conditions does not qualify for Sick Leave Sharing.

Section 9.5. Paternity Leave.

A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth of their child. Such leave shall be deducted from sick leave.

Section 9.6. Judicial Leave.

In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 9.7. Family Illness Leave.

An employee is authorized to utilize sick leave for the following reasons: To provide care for a family member with mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health conditions; or care for a family member who needs preventative medical care needed to provide care for a family member with a mental or physical illness, injury, or health condition. Family means any of the following:

- A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- C. A spouse.
- D. A registered domestic partner.
- E. A grandparent.
- F. A grandchild.
- G. A sibling

Section 9.7.1. Emergency Leave.

Emergency leave will be granted and will be deducted from sick leave. An emergency is defined as a problem that must have been suddenly precipitated and must be of such a nature that preplanning was not possible, and of a nature that preplanning could not relieve the necessity for the employee's absence.

Section 9.7.2. Washington Paid Family and Medical Leave (PFML).

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of eight hundred twenty (820) hours within the qualifying period. Such leave shall be used concurrently (RCW 50A.04.250) with



1 the employee's other leave entitlements unless the employee elects otherwise. Commencing
2 January 1, 2019, the District shall pay forty percent (40%) and the Employee shall pay sixty
3 percent (60%) of the payroll premium required by law to fund this leave. The District shall use
4 the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When
5 such leave is used for pregnancy/maternity disability, the District shall maintain its portion of
6 health insurance benefits during periods of approved PFML.

7 8 **Section 9.8. Leave of Absence (LOA).**

9 10 **Section 9.8.1. LOA Time Limits.**

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

15 16 **Section 9.8.2. Returning From LOA.**

17 The returning employee will be assigned to the position occupied before the leave of absence.
18 Employees hired to fill positions of employees on leave of absence will be hired for a specific
19 period of time, during which they shall be subject to all provisions of this Agreement. It shall
20 be the responsibility of the employer to inform replacement employees of these provisions.

21 22 **Section 9.8.3. Retention of Leave and Seniority on LOA.**

23 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
24 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
25 the employee is on leave of absence; provided, however, that if such leave is approved for
26 extended illness or injury, seniority shall not accrue.

27 28 **Section 9.8.4. Early Return From LOA.**

29 Any employee who has requested a leave may cancel the request in writing prior to Board
30 approval. No employee on leave may return early without District approval.

31 32 **Section 9.8.5. Leave Extension Requests**

33 Any employee who is requesting to extend their leave must do so in writing at least five (5)
34 working days prior to their scheduled return. The five (5)-day notice may be waived by the
35 District if the employee notifies the District at least ten (10) days before their return date of
36 extraordinary circumstances that prevents them giving the five (5) day notice. Proper
37 documentation must be provided.

38 39 **Section 9.9. Response for Leave Requests.**

40 When leave is requested, the District shall verbally respond to the employee's request within five (5)
41 days from the date of application. Further, the District will confirm its response, in writing, in writing
42 as soon as possible.

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ARTICLE X

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

Section 10.1. Established Seniority Date.

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

Section 10.1.1. Employees With Same Seniority Date.

When two (2) or more employees' hire dates are the same, seniority rank shall be drawn by lot.

Section 10.2. Probation.

Each new hire shall remain in a probationary status for a period of not more than one hundred twenty (120) workdays following the hire date. During this probationary period, the District may discharge such employee at its pleasure. With approval from both the District and the Union, probation may be extended.

Termination of employment during probation is not subject to grievance procedures in Article XIV.

Section 10.2.1.

Probationary employees are considered bargaining unit employees subject to all rights and terms contained herein beginning with their first day of employment, subject to the terms of Section 10.2.

Section 10.3. Loss of Seniority.

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

- A. Resignation.
- B. Discharge for justifiable cause.
- C. Retirement.
- D. Change in job classification designated in Article I, Section 1.1, within the bargaining unit, as hereinafter provided, except as provided for in Section 10.5.1.

Section 10.4. Retention of Seniority.

Seniority rights shall not be lost for the following reasons:

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

Section 10.5. Seniority Within General Classification.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.1.

Section 10.5.1. Seniority Outside Employees' General Classification.

Any qualified employee who makes an application to fill a vacancy in another classification shall have seniority rights over any applicant outside the bargaining unit who applies for the vacancy.

Section 10.6. Seniority Rights.

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

Section 10.7. Change in Job Classification.

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

Section 10.8. Posting of Open Positions.

The District shall post on the Toppenish School District Web Page for five (5) working days, the availability of open positions as soon as possible after the District is aware of the opening. A copy of the job posting shall be forwarded to all employees within the bargaining unit including the President of the Association via email. All applications for open positions in the District shall be made with the Superintendent of schools. All such applications shall be made within five (5) working days of the posting of said vacancies or new positions. Probationary employees are considered bargaining unit employees subject to all rights and terms contained herein beginning with their first day of employment, subject to the terms of Section 10.2. All one hundred eighty (180) day or less employees, who are interested in having summer postings mailed to their homes, must place their name and address on a list in the administration office.

Section 10.8.1. Expedited Process for Filling Open Positions.

In order to minimize the domino effect in filling open positions in a classification, the District may expedite the filling of open positions by notifying and awarding the positions to senior (interested) employees directly.

Section 10.9. Layoff Procedures.

Layoff refers to action by the Board/Superintendent reducing the number of employees in the District due to economic reasons only. It does not refer to decisions to discharge or non-renew an employee for just cause.

Section 10.9.1. Notification.

- A. In the event the Board/Superintendent anticipates laying off employees, the Board/Superintendent will notify the Association at least thirty (30) calendar days before May 15 and shall provide the Association with a detailed report on the financial affairs of the District demonstrating that the projected revenues will not provide for a balanced budget.

- 1 B. Employees will not be laid off during any school year. In the event of layoff, the
2 Board/Superintendent shall provide written notice to all affected employees on or
3 before May 15 of the school year preceding the year in which layoff would occur.
4

5 **Section 10.9.2. Layoff Procedures.**

6 In the event of a necessary reduction in work force, the District shall first lay off the least
7 senior employees by seniority date in their general classification. The only exceptions to
8 seniority shall be in the case of employees in a position designated with specialized skills
9 required for that position that no senior employee possesses. Special skills are those skills
10 included in the job description. In no case shall a new employee be employed by the District
11 while there are laid off employees who are qualified for a vacancy or newly created position.
12

13 In the case where the District chooses to eliminate a specialized position, the least senior
14 employee(s) working in the same specialized position shall be displaced. The District shall
15 offer the displaced employee one of the following.
16

- 17 A. Any open positions within the general classification where they meet the required
18 qualifications of the position; Or,
19
20 B. If there are no open positions available, the employee shall have the right to displace the
21 least senior employee in the general classification where they meet the minimum
22 qualification of the position.
23

24 If Options A or B are not available, or should the employee turn down the offer by the District,
25 the employee shall be placed on the re-employment list.
26

27 **Section 10.10. Recall Procedures.**

28 Employees subject to the reduction in force will be placed on a re-employment list maintained by the
29 District.
30

- 31 A. The re-employment list will show the seniority and/or ranking of each listed employee.
32
33 B. All positions for leave replacement/long-term sub and substitute positions shall be offered to
34 employees who meet required qualifications in the general job classification in the recall pool
35 before outside applicants are considered. In the event a Leave Replacement/Long-Term Sub or
36 Substitute position is offered, and it is not accepted the District is not required to consider them
37 prior to outside applicants for other temporary work.
38
39 C. Employees subject to the reduction in force are to have priority in filling an opening in the
40 classification that the employee held immediately prior to the reduction in force, unless
41 employees with more seniority apply for the same opening.
42
43 D. Should an employee with more seniority apply for and be hired for said opening, the employee
44 with less seniority can apply for the position vacated by the senior employee, unless the senior
45 employee's position is eliminated by the District.
46
47 E. Employees shall remain on the re-employment list for sixteen (16) months.
48



Section 10.10.1. Employee Information for Recall.

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

Section 10.10.2. Forfeit Rights for Reemployment.

- A. An employee shall forfeit rights to reemployment as provided in Section 10.10.1 if the employee does not comply with the requirements of Section 10.10., or if the employee does not respond to the offer of reemployment within five (5) days receipt of notification.

Section 10.10.3. Rejecting Offer of Reemployment.

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

Section 10.11. Transfer of Experience.

Transfer of previous benefits by classified employees from one (1) school district to another in the State of Washington shall be according to current and prevailing state statute.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1. Due Process.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to discipline an employee, it shall be done in private. The following progression of employee discipline shall generally be followed: Oral warning, written reprimand, suspension, termination. Misconduct of a serious nature may result in omitting any of the progressive discipline steps.

Section 11.1.1. Investigatory Interviews/Disciplinary Actions.

In the event formal investigatory interviews are to be conducted, each employee has the right to the following information prior to such interview:

- A. Written notice twenty-four (24) hours [one (1) workday] prior to any meeting.
B. Written notice of allegations if any or topic of the investigation.

Section 11.2. Non-Renewal of Employee.

Should the District decide to not re-employ any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

Section 11.3. Discharge for Misconduct.

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

1 **Section 11.4. Notice of Discharge.**

2 Except in extraordinary cases, and as otherwise provided in this article, the District will give
3 employees two (2) weeks' notice of intention to discharge, except in disciplinary cases.
4

5
6 **ARTICLE XII**

7
8 **INSURANCE AND RETIREMENT**
9

10 **Section 12.1. School Employees Benefits Board (SEBB).**

11 The insurance plans currently in effect as of 8/30/2019 shall remain in effect without change until
12 12/31/2019. Beginning January 1, 2020, and each year thereafter, the employer agrees to provide
13 funding for all bargaining unit members and their dependents as required by state law, the State
14 Operating Budget, and the School Employees Benefits Board (SEBB).
15

16 **Section 12.1.1. SEBB Information.**

17 The District shall provide timely information about SEBB insurance plans to eligible
18 employees during the school year (as required or recommended by SEBB) and at each open
19 enrollment period.
20

21 **Section 12.1.2. SEBB Eligibility.**

22 The District shall follow SEBB eligibility rules for employees who are anticipated to work six
23 hundred thirty (630) hours or more per school year.
24

25 **Section 12.1.3. Additional Programs.**

26 Since state law and SEBB do not provide these optional insurance plans, the District agrees to
27 provide all eligible employees access to the following optional plan: VEBA (Voluntary
28 Employees Benefits Association)
29

30 **Section 12.2. Liability Coverage.**

31 The District shall provide tort liability coverage for all employees subject to this Agreement.
32

33 **Section 12.3. Workers Compensation.**

34 The District shall make required contributions for Industrial Insurance on behalf of all employees
35 subject to this Agreement.
36

37 **Section 12.4. Unemployment Benefits.**

38 The District shall make contributions to provide unemployment benefits for all employees subject to
39 this Agreement as required by law.
40

41 **Section 12.5. Retirement Benefits.**

42 In determining whether an employee subject to this Agreement is eligible for participation in the
43 Washington State Public Employees Retirement System, the District shall report all hours worked,
44 whether straight time, overtime, or otherwise (as per state requirement).
45

Section 12.6. Personal Property Damage.

The District will provide a two thousand dollar (\$2,000.00) fund annually for the purpose of settling personal property claims. Such fund is non-accumulative. The Toppenish PSE shall appoint two (2) members and the District shall appoint one (1) member to oversee utilization of this fund.

Section 12.7. Health Care Authority Carveout.

The District agrees to pay one hundred percent (100%) of the Health Care carveout for K-12 retirees.

ARTICLE XIII

MAINTENANCE OF MEMBERSHIP AND CHECKOFF

Section 13.1. Dues.

The Association, which is the legally recognized exclusive bargaining representative of the classified staff as described in the recognition clause of the Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form), an amount equal to the fees and dues required for membership in the Association. The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restraint, retaliate, coerce, or interfere against any employee in that process.

Section 13.2. Authorizations and Revocations.

An employee's written, electronic, or recorded voice authorization to have the District deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington/SEIU Local 1948 (PSE). If the District receives a request for authorization of deductions, the District shall as soon as practicable forward the request to PSE.

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

Section 13.3. Employee Information.

During the first week of each month of an employee's hire date or change/transfer in position and two (2) times annually November 1 and April 1 thereafter, for all employees covered under PSE collective bargaining unit, the employer will provide an .XLSX digital file format to the Association President or designee and membership@pseofwa.org for all employee information retained in the employer's records to the Union.



The information will include:

- The employee's name and date of hire and if a change in position the new position start date.
- The employee's contact information, including:
 - Cellular, home, and work telephone numbers.
 - Work and personal email addresses; and
 - Home address or personal mailing address.
 - The employee's job title Employee ID or unique identifier.
- Annual salary for contracted work performed under the Collective Bargaining Agreement.
 - Rate of pay for contracted work performed under Collective Bargaining Agreement.
 - Enhancements or stipends received by the employee.
 - Contracted days for work performed under Collective Bargaining Agreement.
 - Continuing position "yes or no."
 - Primary work site location or duty station.

Section 13.4. New Employee Orientations.

The District shall provide Public School Employees of Washington/SEIU Local 1948 (PSE) at least ten (10) days' notice of any new employee orientation, and within forty-eight (48) hours in advance of the orientation shall provide an electronic list of expected participants.

The District shall provide PSE no less than thirty (30) minutes to make a presentation during each new employee orientation. District representatives shall not be present during PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire packets, at the orientation. In the event that the District does not provide such an orientation, the District shall provide the Association President and/or designee no less than thirty (30) minutes to meet with new employees during the employee's paid work time.

Section 13.5. New Hire Packets.

The District, at the time of hire, shall provide all bargaining unit employees a PSE new hire packet, to be furnished by Public School Employees of Washington/SEIU Local 1948 (PSE).

Section 13.6. New Hire Notification.

The District will notify the Association of all new hires governed under this agreement within six (6) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this article. The District shall provide Public School Employees of Washington/SEIU Local 1948 (PSE) electronic notification of the name, address, phone number, classification, job title, work location, and work email address of all newly hired bargaining unit employees.

Section 13.7. Checkoff.

The employer shall deduct monthly dues remittance from the gross pay of all work performed under the terms of the Collective Bargaining Agreement. PSE state dues and local Association dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The employer shall transmit via Automated Clearing House (ACH) monthly and will submit all such funds deducted to the Treasurer of Public School Employees of Washington/SEIU Local 1948. Transmissions will include payments and an electronic list of all represented employees with deduction amounts and their gross wages. Transactions will be received by the first Monday following payroll. A

1 dues remittance from needs to accompany the payment every month and include membership status
2 changes. Each year, the Chapter shall notify the District of the amount of local dues for the year.
3

4 **Section 13.8. Political Action Committee (COPE).**

5 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
6 deduct from the pay of such bargaining unit employee the amount of contribution the employee
7 voluntarily chooses for deduction for political purposes and shall transmit the same to Public School
8 Employees of Washington/SEIU Local 1948 (PSE) on the Union dues transmittal check. The employee
9 may revoke the request at any time by notifying PSE/SEIU Local 1948 in writing.
10

11 **Section 13.9. Hold Harmless.**

12 The Association agrees to defend and hold the District harmless against any legal action brought
13 against the District in reference to valid membership.
14

15
16 **ARTICLE XIV**

17
18 **GRIEVANCE PROCEDURE**
19

20 **Section 14.1. Grievance Definition.**

21 A claim by an employee or the Association that there has been a violation, misinterpretation, or
22 misapplication of any provision of this Agreement may be processed as a grievance as hereinafter
23 provided.
24

25 **Section 14.2. Grievance Procedure.**

26 In the event an employee believes there is a basis for a grievance, the employee may first discuss the
27 alleged grievance with their building principal or other appropriate supervisor either personally or
28 accompanied by their Association representative. However, the exhaustion of the informal procedure is
29 not a condition precedent in invoking the formal grievance procedure.
30

31 **Section 14.2.1. Step I.**

32 The grievant may invoke the formal grievance procedure through the Association on the
33 grievance form, which will be available from the Association representative in each building. A
34 copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the
35 grievance involves more than one (1) school building, it may be filed with the Superintendent,
36 or a representative designated by the Superintendent. A grievance must be filed within twenty-
37 five (25) school days of the occurrence of which they complain or twenty-five (25) school days
38 of the time when the grievant learned of the occurrence, of which they complain, whichever is
39 later.
40

41 **Section 14.2.1.1. Step I. Reply.**

42 Within five (5) school days of receipt of the written grievance, the principal or
43 appropriate supervisor shall meet with the Association in an effort to resolve the
44 grievance. The principal or appropriate supervisor shall indicate their disposition of the
45 grievance in writing within ten (10) school days of such meeting and shall furnish a
46 copy thereof to the Association.
47

Section 14.2.2. Step II.

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting or ten (10) days from date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or their designee shall meet with the Association on the grievance and shall indicate their disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the Association.

Section 14.2.3. Step III.

If the Association is not satisfied with the disposition of the grievance by the District at Step II or if no disposition has been made within ten (10) school days after the Association has first met with the Superintendent, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition of the Superintendent.

If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the Arbitrator". The District and the Association shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator," or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

Section 14.3. Arbitration Costs.

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

Section 14.4. Jurisdiction of the Arbitrator.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine their inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute their knowledge for the expressed provisions of the contract under question. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

Section 14.5. Arbitration Decision Litigation.

The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.

Section 14.6. Time Limits.

The time limits provided in this article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best

1 efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
2 Failure of the Association to proceed with its grievance within the time hereinbefore provided shall
3 result in the dismissal of the grievance. Failure of the District or its representatives to take the required
4 action within the times provided shall entitle the Association to proceed to the next step on the
5 grievance procedure.
6

7 **Section 14.7. Grievance and Arbitration Hearings.**

8 All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place
9 which will afford a reasonable opportunity for all parties entitled to attend to be present, including any
10 and all witnesses.
11

12 **Section 14.8. Individual Complaints.**

13 If an individual employee has a personal complaint, which they desire to discuss with the supervisor,
14 they are free to do so without recourse to the grievance procedure. However, no complaint shall be
15 adjusted without prior notification to the Association and opportunity for an Association representative
16 to be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this
17 Agreement. In the administration of the grievance procedure, the interest of the employee shall be the
18 sole responsibility of the Association.
19

20 **Section 14.9. Continuity of Grievance.**

21 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be
22 processed through the grievance procedure until resolution.
23

24 **Section 14.10. Election of Remedy.**

25 Any matter which has an alternate form of resolution (Superior Court, PERC, OCR, etc.) may be
26 utilized by the employee or the Association in place of arbitration, but in no case will arbitration be
27 allowed or utilized in addition to alternative remedies such as those selected above.
28
29

30 **ARTICLE XV**

31 **SALARIES AND EMPLOYEE COMPENSATION**

32
33
34 **Section 15.1. Wages.**

35 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
36 worked.
37

38 **2024-2025:**

- 39 • 3.7% for Probation, 1 year, 2 year, and 5 year on Schedule A
 - 40 • 4.7% for 10 year, 15 year, 20 year, and 25 year on Schedule A
- 41

42 **2025-2026:**

- 43 • Open negotiations for Schedule A only for 25-26. Parties can agree to also negotiate 26-27.
- 44

45 **2026-2027:**

- 46 • Schedule A open for 2026-2027 if not negotiated in 25-26.
- 47

Section 15.2. Schedule A.

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in classified salary schedule attached hereto and by this reference incorporated herein.

Section 15.3. Step Implementation.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee was hired prior to April 1.

Section 15.4. In-District Personal Vehicle Use.

Any employee required to travel from one (1) site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis as per current District rate, but not less than the prevailing state rate.

Section 15.5. Overnight Travel for District Business.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. All compensated expenses shall be approved by the District Superintendent.

Section 15.6. Uniforms.

If the District requires special work uniforms, the cost shall be borne by the District.

Section 15.7. Job Changes and Longevity Placement.

An employee who bids and is awarded a job in a different classification within the unit, shall be compensated in accordance with their longevity on the new salary scale or go to the step in the different classification that guarantees a minimum raise whichever is higher. Should an employee bid on and is awarded a job in a higher classification outside of their unit, they shall go to the step in the different classification that guarantees a minimum raise.

Section 15.8. D.O.T. Physicals

Per Federal Motor Carriers Safety Administration, all medical/physical exams must be conducted by a National Registry of Certified Medical Examiners. The District will cover the expenses of one (1) physical per year. The District will provide a list of D.O.T. physicians that direct bill the District. If an employee chooses to use another D.O.T. physician, the District will reimburse up to one hundred fifty dollars (\$150.00) to the employee.

Section 15.9. Paraeducator Assessment Test.

The District will pay for one (1) Paraeducator Assessment test per employee, for employees required to meet the "No Child Left Behind" legislation. (Pursuant to federal statute, employee will be defined as person who was employed by the District prior to January 8, 2002.)

Section 15.10. Employee Credentials and Licenses.

The District shall pay the cost of renewing continuing C.D.L., Food Handler's Cards, and Pesticide Applicator License for current employees who hold such licenses or certificates.

Section 15.11. Bilingual Employees.

Employees who have become a certified Translator (Spanish Translation) by passing the DSHS language testing and certification (LTC) program exam earn an additional one dollar (\$1.00) per hour applied to their base wage.

Section 15.12. Substitute Rate of Pay.

Substitutes who work more than thirty (30) days in any one school year will be moved from the "Probation Rate" to the first year 1 rate of pay on Schedule A as long as they continue to substitute for the Toppenish School District. Should a substitute employee be hired as a regular employee and was receiving the year one (1) rate of pay, they shall continue to be compensated at the year one (1) rate of pay during their probationary period. All subsequent step increases shall be based on the date they were hired as a regular employee.

Section 15.13. Direct Deposit.

Employees hired after the execution of this Contract shall be paid in twelve (12) monthly installments. Payroll checks shall be issued to the employee on the last day of the month by direct deposit. However, if the last day of the month falls on a weekend or holiday, all checks will be issued on the last District administrative workday. The District will inform new hires of this policy during orientation.

Employees hired before execution of Agreement shall continue to have the option of direct deposit or paycheck.

Section 15.14. Emergency Substitute Teaching.

When assigned by an administrator to replace a certificated teacher, the employee will be paid the current teacher substitute rate. Employees with emergency certifications may choose not to accept certificated assignments from administrators.

- Employees who are asked to substitute teach for less than one (1) hour in a day, will be paid one (1) hour.
- The employee will not suffer a loss in pay during this assignment.

ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1. Term of Agreement.

The term of this Agreement shall be September 1, 2024, to August 31, 2027.

Section 16.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement when executed, except those provisions, which are negotiated and changed annually.

Section 16.3. Renegotiation Clause.

This Agreement may be reopened at any time during the term of this agreement with prior written consent of both parties including but not limited to the impact of any legislation enacted or that takes effect or sunsets, following the execution of this agreement.

Section 16.4. Severability Clause.

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 16.5. Compliance With State and Federal Statutes.

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 16.6. Renegotiation Clause for Applicable Agreement.

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 16.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

TOPPENISH CHAPTER

BY: Iris Grant
Iris Grant, Chapter President

DATE: 6/27/24

TOPPENISH SCHOOL DISTRICT #202

BY: John Schreche
John Schreche, Superintendent

DATE: 6/27/24

SCHEDULE A, 2024-2025

PSE Salary Sch 24-25 (3.7% inc & 4.7% inc 10+ yrs)

	Probation Rate 6 Months	1 Year	2 Years	5 Years	10 Years	15 Years	20 Years	25 Years
Transportation General Classification								
Drivers	\$25.54	\$28.28	\$28.35	\$28.44	\$28.79	\$28.95	\$29.14	\$29.26
Head Mechanic	\$31.34	\$34.58	\$36.89	\$36.99	\$37.41	\$37.58	\$37.71	\$37.87
Head Mechanic w/ Certification	\$31.74	\$34.97	\$37.30	\$37.35	\$37.83	\$37.95	\$38.13	\$38.27
Mechanic Helper/Driver	\$28.28	\$31.44	\$33.59	\$33.66	\$34.07	\$34.23	\$34.38	\$34.54
Mechanic Helper/Driver w/ split shift	\$28.93	\$32.11	\$34.25	\$34.34	\$34.73	\$34.91	\$35.07	\$35.25
Mechanic w/ Certificate	\$28.66	\$31.84	\$33.97	\$34.06	\$34.46	\$34.60	\$34.75	\$34.92
Custodial-Maintenance General Classification								
Custodian	\$22.21	\$24.73	\$25.52	\$25.60	\$25.91	\$26.08	\$26.23	\$26.38
Custodian w/ split shift	\$22.87	\$25.39	\$26.16	\$26.26	\$26.59	\$26.74	\$26.90	\$27.04
HVAC Technician	\$34.52	\$37.10	\$39.56	\$39.61	\$40.09	\$40.24	\$40.39	\$40.54
Maintenance Technician	\$26.13	\$28.81	\$29.51	\$29.59	\$29.94	\$30.09	\$30.26	\$30.42
Utility	\$23.47	\$25.38	\$26.30	\$26.38	\$26.70	\$26.86	\$27.01	\$27.16
Head Grounds Keeper	\$26.13	\$28.81	\$29.51	\$29.59	\$29.94	\$30.09	\$30.26	\$30.42
Grounds Keeper	\$24.95	\$27.64	\$28.52	\$28.60	\$28.96	\$29.10	\$29.24	\$29.41
Office Personnel General Classification								
Administrative Secretary	\$23.07	\$25.50	\$26.07	\$26.15	\$26.48	\$26.66	\$26.80	\$26.96
Administrative Secretary w/ Certification	\$23.30	\$25.75	\$26.31	\$26.40	\$26.73	\$26.90	\$27.05	\$27.21
Recruiter/MSRTS	\$21.63	\$23.90	\$24.48	\$24.55	\$24.83	\$25.01	\$25.19	\$25.33
Clerk/FS	\$21.63	\$23.90	\$24.48	\$24.55	\$24.83	\$25.01	\$25.19	\$25.33
Records Clerk	\$21.63	\$23.90	\$24.48	\$24.55	\$24.83	\$25.01	\$25.19	\$25.33
Register Bookkeeper	\$21.63	\$23.90	\$24.48	\$24.55	\$24.83	\$25.01	\$25.19	\$25.33
General Clerk	\$19.68	\$21.70	\$21.94	\$22.03	\$22.31	\$22.46	\$22.63	\$22.79
Food Service General Classification								
Head Cook	\$20.91	\$22.99	\$23.43	\$23.48	\$23.81	\$23.96	\$24.10	\$24.28
Head Cook w/ Certification	\$21.22	\$23.30	\$23.73	\$23.78	\$24.10	\$24.27	\$24.41	\$24.57
Cook/Baker	\$19.41	\$21.40	\$21.93	\$22.01	\$22.28	\$22.44	\$22.59	\$22.74
Cook/Baker w/ Certificate	\$19.73	\$21.73	\$22.24	\$22.32	\$22.60	\$22.75	\$22.90	\$23.07
Registered Nurse General Classification								
Registered Nurse	\$31.61	\$35.12	\$35.59	\$35.66	\$36.09	\$36.25	\$36.43	\$36.59
Licensed Practical Nurse	\$26.94	\$28.62	\$29.37	\$29.45	\$29.81	\$29.99	\$30.15	\$30.30
Certified Nursing Assistant/CMA	\$22.71	\$24.73	\$24.99	\$25.06	\$25.38	\$25.55	\$25.69	\$25.97
Home Liaison General Classification								
Home Liaison	\$19.91	\$21.95	\$22.24	\$22.33	\$22.62	\$22.76	\$22.92	\$23.08
Computer Lab Technician General Classification								
Computer Lab Technician	\$33.87	\$36.30	\$38.72	\$38.79	\$39.24	\$39.40	\$39.56	\$39.69
Computer Tech w/ AA degree in Computer Technology	\$34.25	\$36.70	\$39.11	\$39.19	\$39.64	\$39.80	\$39.95	\$40.10
Interpreter for the Deaf	\$25.55	\$28.35	\$29.10	\$29.20	\$29.57	\$29.71	\$29.87	\$30.04



Schedule A, 2024-2025 – continued.

College Credits	Paraprofessional General Classification							
0	\$18.34	\$20.09	\$20.39	\$20.48	\$20.74	\$20.91	\$21.06	\$21.21
15	\$19.27	\$21.13	\$21.46	\$21.55	\$21.82	\$21.99	\$22.11	\$22.28
30	\$19.86	\$21.82	\$22.09	\$22.17	\$22.46	\$22.62	\$22.78	\$22.92
45	\$20.51	\$22.52	\$22.80	\$22.87	\$23.16	\$23.33	\$23.48	\$23.64
60	\$21.17	\$23.17	\$23.43	\$23.49	\$23.80	\$23.94	\$24.11	\$24.26
College Credits	Paraprofessionals Assigned to Special Education, Nursing, Speech							
0	\$19.79	\$21.63	\$21.99	\$22.06	\$22.36	\$22.53	\$22.70	\$22.87
15	\$20.76	\$22.77	\$23.13	\$23.21	\$23.53	\$23.69	\$23.85	\$24.01
30	\$21.40	\$23.51	\$23.80	\$23.90	\$24.21	\$24.37	\$24.54	\$24.72
45	\$22.10	\$24.28	\$24.56	\$24.64	\$24.97	\$25.13	\$25.30	\$25.47
60	\$22.82	\$24.98	\$25.24	\$25.32	\$25.64	\$25.82	\$25.97	\$26.14

ADDENDUM "A"

FAMILY AND MEDICAL LEAVE

- A. Under the terms of the Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay, and the District will continue to pay the employer portion of the medical insurance premium for up to twelve (12) work weeks, under the following conditions:
1. For the birth of a child, and to care for the newborn child;
 2. For placement with the employee of a child for adoption or foster care;
 3. To care for the employee's spouse, child or parent with a serious health condition; and,
 4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- B. The purpose of this act is to balance the demands of the workplace with the needs of families, promote the stability and economic security of families, and promote national interest in preserving family integrity.
- C. Consistent with FMLA and adoption regulations, eligible employees are entitled to request leave without pay for up to twelve (12) work weeks within a twelve (12) month period. The twelve (12) month period shall be defined as a fiscal year commencing September 1.
- D. All applicable paid leave available to the employee must be taken concurrently with any leave taken under the Federal Family and Medical Leave Act. (RCW 49.78.390). Leave will be applied as follows:
1. For the birth of a child, and to care for the newborn child.
(Use of Family Illness Leave - Section 5, and Maternity and Paternity Leave - Section 6, if applicable and as usage is defined in this agreement must be taken concurrently with FMLA leave.)
 2. For placement with the employee of a child for adoption or foster care.
(Use of Adoption Leave - Section 7, if applicable, and as usage is defined in this agreement must be taken concurrently with FMLA leave.)
 3. To care for the employee's spouse, child, or parent with a serious health problem.
(Use of Sick Leave - Section 1, Sick Leave Sharing - Section 2, and Family Illness Leave - Section 5, if applicable, and as usage is defined in this agreement must be taken concurrently with FMLA leave.)
 4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job. *(Use of Sick Leave - Section 1, and Sick Leave Sharing - Section 2, if applicable, and as usage is defined in this agreement must be taken concurrently with FMLA leave.)*



- E. Leave may be taken intermittently to care for an ill spouse, child, parent, or for an employee's own illness if medically necessary. An employee needing intermittent FMLA leave must attempt to schedule their leave so as not to disrupt the District's operations.

The District may temporarily assign the employee to an alternate position that better accommodates the employee's intermittent or reduced leave schedule. The employee will receive the same benefits and salary schedule placement.

F. Employee Eligibility

1. Must be employed by the District for at least twelve (12) months immediately prior to the start of the leave.
2. Must meet one (1) of the four (4) conditions listed above which apply equally to male and female employees.
3. FMLA leave may begin before the actual birth date of a child. The employee may request leave for prenatal care if their condition makes them unable to work.
4. FMLA leave is available for treatment for substance abuse-either for employee or for immediate family members, but only for treatment, not for absences due to use of substance.
5. The employee must notify the District of medical treatment and make a reasonable effort to schedule leave so as not to disrupt the District's operations.
6. Married employees who work for the District are both entitled to FMLA leave but it is limited to a total combined leave of twelve (12) weeks in any twelve (12) month period when the leave is for the birth/care of newborn, adoption, or foster care placement. If leave is taken to care for a seriously ill spouse or child, married employees of the District may each take twelve (12) weeks of leave.

G. Employee Notifications

All requests for leave and any other notices regarding FMLA shall be in writing. The employee must provide thirty (30) days advance notice before leave is to begin if foreseeable or as soon as possible and practical. In the event of an emergency or situation beyond the control of the employee, the thirty (30) days advance notice will be waived.

H. Medical Certification

Employees wishing to apply for FMLA leave will be required to provide to the District Form WH-380 "Certification of Health Care Provider" from the health care provider who is treating the employee or immediate family member.

I. Continuation of Health Benefits

An employee on FMLA leave is entitled to have health benefits maintained by the District while on unpaid leave, up to twelve (12) work weeks. If the employee is paying for dependent coverage prior to leave, the employee must continue to pay for their share of the premium costs.

If the employee's premium payment is more than thirty (30) days late, the District's obligation to maintain health insurance ceases. The District will give the employee written notice by certified mail that their premium payments have not been received and will wait fifteen (15) days after notification before canceling coverage.

The District may recover its share of premium payments if the employee does not return to work following FMLA leave unless the reason for not returning to work was outside the control of the employee.

J. Return to Work Provision

The employee has the right to return to the same position, or a position for which they are qualified if the same position is no longer available, with the same benefits, working conditions and salary schedule placement.

The employee must provide the District advanced notice of their return, if practicable. In the case of a medical leave, the employee will be required to provide substantiation from a health care provider certifying that they may return to work.

K. Compliance with Law

It is agreed that the above language tracks the current law. Should the law change, the parties shall meet to bring this provision into compliance with said change.



