COLLECTIVE BARGAINING AGREEMENT BETWEEN

TOUTLE LAKE SCHOOL DISTRICT #130

AND

PUBLIC SCHOOL EMPLOYEES OF TOUTLE LAKE

SEPTEMBER 1, 2017 - AUGUST 31, 2020

Public School Employees of Washington/SEIU Local 1948
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DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to the effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This agreement is made and entered into between Toutle Lake School District Number 130 (hereinafter "District" or "Employer") and Public School Employees of Toutle Lake, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3 below, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.
Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the board of directors or superintendent of the District pursuant to RCW 41.56.030 (2).
Section 1.3.
The bargaining unit to which this agreement is applicable is as follows. All classified employees in the following job classifications: custodial, building/grounds maintenance, paraprofessionals (classroom, cafeteria, resource room, office, playground), professional-technical, bus drivers, and secretarial (excluding central office staff which includes, but is not limited to, the payroll fiscal clerk, superintendent's secretary, business services trainee, business manager, network supervisor/coordinator, maintenance supervisor, cafeteria supervisor, and transportation supervisor).

Section 1.3.1.
Substitute employees working more than thirty (30) days during any single fiscal year shall be considered regular part-time employees for purposes of the agreement listed herein. Such status may not be lost unless the employee separates from employment in accordance with the provisions of this agreement, or is a voluntary quit. Substitute employees shall be eligible to participate in Washington State Public Employees Retirement System to the extent required by state law. Substitute employees are governed only by this section, Article III, Article VII, Article IX, Article XVI, Article XXI, and Schedule A.

Section 1.4. Definition of Bargaining Unit Positions.

Section 1.4.1.
A permanent position is one that is neither temporary nor casual.

Section 1.4.2.
A casual position is one created by the District for a period of less than twenty (20) consecutive work days. Employees holding casual positions shall not accrue seniority.

Section 1.4.3.
A temporary position is one created by the District for a minimum period of more than twenty (20) working days up to a maximum period of the remainder of the current school year. If the position continues into the subsequent school year, it will be considered a permanent position unless the position exists due to a leave of absence that continues into the subsequent school year.

Section 1.4.3.1.
Temporary positions will be posted as required by the collective bargaining agreement.

Section 1.4.3.2.
Employees occupying temporary positions are subject to all terms and conditions of this agreement.

Section 1.4.3.3.
Temporary positions will be identified as such on the opening announcement(s).

Section 1.4.3.4.
When a permanent bargaining unit employee accepts a temporary position, the permanent position to be vacated will not be considered as a temporary position and it will be filled by a substitute. The permanent bargaining unit employee will have the right to return to that permanent position when the temporary position terminates.
Section 1.4.3.5.
If the same employee continues with the same position with no interruption in service (except the normal summer break), the hire date would remain with the date on which he or she began temporary employment in that position. In transportation, if a person is hired into a posted temporary position through the end of the school year and the position then ends and that same individual bids for and is awarded a route by the bid day the following school year (not substituting), the individual will be determined as not having had an interruption in service and will not be expected to serve an additional probationary period.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted which includes assignment, reassignment, or transfer that will not negatively impact employees' hours of work.

Section 2.2.
The Employer reserves the right to meet with the Association at mutually agreeable times to discuss District policies and operations. At the option of the District, at least one such meeting per year shall be mandatory.

Section 2.3.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that the employees in the units defined herein 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 of the District or any other governmental body, group, or individual. 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.**
Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives or appropriate officials of the District.

**Section 3.3.**
Employees of the units subject to this agreement have the right to have Association representatives or a shop steward present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

**Section 3.4.**
Neither the District, nor the Association, shall discriminate against any employee subject to this agreement on the basis of race, creed, color, gender including gender expression or identity, sexual orientation, religion, age, marital status, honorably discharged veteran or military status, the use of a trained dog guide or service animal by a person with a disability, or the presence of any physical, sensory, or mental disability, except insofar as such factors are valid occupational qualifications and the employee can perform the essential functions of the job.

**Section 3.5.**
The District will comply with RCW 28A.400.285.

**Section 3.6.**
Each new employee of the District shall be given a general orientation of District benefits, policies, practices, and procedures.

**Section 3.7.**
Employees requested to administer medications or perform nursing services shall be provided training and shall have right of refusal without employer reprisal or disciplinary action. Employees must receive the training before they are authorized to deliver the service or medication. Such training will be provided as necessary on an ongoing basis.

**ARTICLE IV**

**RIGHTS OF THE ASSOCIATION**

**Section 4.1.**
The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the units.
Section 4.2.
The Association shall promptly be notified by the District of any grievances or disciplinary actions of any employee in the units in accordance with the provisions of the discharge and grievance procedure articles contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3.
The names of employees in the respective units will be made available to the president of the Association. The District, as part of the general orientation of each new employee, within the units subject to this agreement, shall provide such employee with a copy of this agreement.

Section 4.3.1. New Employee Orientation.
An integral part of each employee's tenure with the employer is understanding of this agreement and the role of the Association in the employment setting. As such, each new employee, as part of his/her orientation shall be provided an opportunity to attend a one (1) hour session where they will receive an overview of the Association and the contract. The parties agree that it is highly beneficial for all bargaining unit employees to receive a comprehensive new employee orientation as soon as possible, and the district will provide opportunities on an annual basis for employees covered under this agreement. The Association orientation session will be conducted by representatives designated by the Association. The Association will provide the employer with copies of all materials which will be distributed during the session.

Section 4.4.
The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of Public School Employees of Washington, SEIU Local 1948.

Section 4.5. Bulletin Boards.
The District shall provide a bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.6.
The president of the Association and designated representatives will be provided time off, up to a maximum of five (5) days per year, without loss of pay to attend regional or state meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration.
ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.
It is agreed and understood that matters appropriate for negotiations are wages, hours and working conditions. All other policies, programs and procedures are appropriate matters for consultation.

Section 5.2.
It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices, and procedures which affect this agreement.

Section 5.3.
It is further recognized that this agreement does not alter the responsibility of either party to meet with the other party to advise, discuss, or consult regarding matters concerning working conditions not covered by this agreement.

Section 5.4.
The Association will from time to time, as appropriate, be advised of current and predicted workload information.

Section 5.5.
Prior to adopting a school calendar, the District will consult with designated representatives of the Association to clarify and discuss points of mutual concern regarding the new calendar.

Section 5.6.
When developing classroom and student schedules, the District will assure that each employee is provided enough time to transition between duty assignments and/or classes.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.
The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees 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 not, however, continue to advise the employee on courses of action after the employee has indicated that he does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2.
Visitation rights shall be granted to the designated representative of the Public School Employees of Washington/SEIU Local 1948 to visit with employees of the District during working hours to observe
working conditions, or for other necessary reasons, but shall not interfere or hinder the employee in the performance of their duties. The visiting delegate shall notify the District of his or her arrival at least twenty-four (24) hours in advance if possible.

Section 6.3.
The Association will designate a conference committee of three (3) or less members who will meet with the superintendent of the District and the superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters.

ARTICLE VII
ASSOCIATION MEMBERSHIP

Section 7.1.
Each employee subject to this agreement, who, on the effective date of this agreement, is a member of the Association in good standing, shall, as a condition of employment, maintain membership in the Association in good standing during the period of this agreement.

Section 7.2.
All employees in classifications subject to this agreement who are not members of the Association on the effective date of this agreement and all employees in classifications subject to this agreement who are hired at a time subsequent to the effective date of this agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in accordance with the previous section.

Section 7.3.
The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to the membership requirements in Section 7.1 and 7.2, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this agreement in an amount equal to the regular monthly dues. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 7.3.1.
Nothing contained in this agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to regular dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association cannot agree on such matter, the Public Employment Relations Commission shall designate the charitable organization.
Section 7.4.
An employee who refuses to become a member of the Association in good standing or pay the service charge or charitable contribution in accordance with the previous sections shall, at the option of the Association, be discharged from employment by the District, subject to two (2) weeks notice to the employee.

Section 7.5.
The District will notify the Association of all new hires within ten (10) workdays of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this article.

Section 7.6. Checkoff.
Upon written authorization of any public employee within the bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of dues, certified by the secretary of Public School Employees of Washington/SEIU Local 1948 (PSE), or any agency fee so certified in appropriate cases, or voluntary political contributions and shall transmit the same to the treasurer of PSE. The District shall also deduct an amount equal to PSE dues in the case of any employee whose claim of religious non-association has been approved by PSE or the Public Employment Relations Commission (PERC), and shall remit the amount to a non-religious charity approved by PSE or PERC. The District shall deduct local dues as established by the local PSE chapter and remit the same to the treasurer of the local PSE chapter. Local chapter dues shall not be deducted from the pay of agency fee payers or religious objectors.

Section 7.7. Political Action Committee.
The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union. The employee may revoke the request at any time. At least annually, the employee shall be notified by PSE/SEIU 1948 about the right to revoke the request.

Section 7.8. Hold Harmless.
The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any check-off of Association dues, service charges, or voluntary political contributions.

ARTICLE VIII

POSITION DESCRIPTIONS

Section 8.1.
The District may create various jobs or positions which require the performance of specific duties by employees. When positions become vacant, the current job held by the employee is primary and cannot conflict with any other job position when the time requirements overlap or may create an absence from the new position. At the sole discretion of the superintendent, exceptions to this rule may be made on a case-by-case basis.
**Section 8.2.**
Descriptions for all positions subject to this agreement are by this reference incorporated herein. The District will provide each employee with a copy of their job description. The Association president will be provided a copy of all job descriptions which will be kept in a binder and, upon request, available to employees to review.

**ARTICLE IX**

**HOURS OF WORK**

**Section 9.1.**
The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest which shall be treated as Saturday and Sunday in that order.

**Section 9.2.**
Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of three (3) calendar weeks.

**Section 9.2.1.**
Substitute employees will be called to work on a rotating basis; provided, they are qualified for the position.

**Section 9.3.**
Each employee shall be given a fifteen (15) minute rest period for each two (2) hours of work.

**Section 9.4.**
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and his supervisor. In the event the District requires an employee to forego his lunch period and the employee works his entire shift, including the lunch period, he shall be compensated for the foregone lunch period at overtime rates.

**Section 9.5.**
In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event he has been actually notified by the District of the closure prior to leaving home for work.

**Section 9.6. Flexible Hours.**
In the event an employee is granted flexible hours by the superintendent/board, the employee will submit a detailed time sheet to the business office.
**Section 9.7.**

On student early dismissal days, those paraprofessionals who work directly with students will not be required to work their regular schedule. If their immediate supervisor requires them to work, hours worked will be at the normal rate of pay.

**ARTICLE X**

**OVERTIME**

**Section 10.1.**

Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances.

**Section 10.2.**

All hours in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1½) times the employee's base hourly rate, except bus drivers. Bus drivers shall be compensated at one and one-half (1-1/2) times their base hourly rate for all hours worked in excess of forty (40) hours per week pursuant to Section 25.2.

**Section 10.2.1.**

When employees co-mingle work as a bus driver and a position in another classification, they shall be compensated at one and one-half (1-1/2) times their base hourly rate for all hours worked in excess of forty (40) hours per week.

**Section 10.3.**

Athletic tournaments shall be assigned to custodians on a rotating basis, with custodians initially signing up for the rotating roster by seniority. Assignments shall be offered on a daily basis for the maximum daily tournament rate for custodial services. Tournaments shall be WIAA sanctioned events.

**Section 10.4.**

Employees called back on a regular workday or called on Saturday or Sunday, as defined herein, shall receive no less than two (2) hours pay at the appropriate rate. Such time worked shall be computed to the next full hour.
ARTICLE XI

HOLIDAYS

Section 11.1.
All twelve (12) month employees shall receive the following paid holidays that fall within their work year.

1. Day before New Year's
2. New Year's Day
3. Martin Luther King Holiday
4. Presidents' Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Day before Christmas
12. Christmas Day
13. Day after Christmas

Section 11.2.
All ten (10) month employees shall receive the following paid holidays that fall within their work year.

1. Day before New Year's Day
2. New Year's Day
3. Martin Luther King Holiday
4. Presidents' Day
5. Memorial Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Day before Christmas
11. Christmas Day
12. Day after Christmas

Section 11.3.
All less than ten (10) month employees shall receive the following paid holidays that fall within their work year.

1. New Year's Day
2. Martin Luther King Holiday
3. Presidents' Day
4. Memorial Day
5. Labor Day
6. Veterans' Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Day before Christmas
10. Christmas Day
11. Day after Christmas

Section 11.4. Worked Holidays.
Employees who are required to work on the above described holidays shall receive the next practicable work day off with pay in lieu of the holiday as such.

Section 11.5. Holidays During Vacation.
Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.
Section 11.6. 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. An employee who is on the active payroll on the holiday and has worked
either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the
holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An
exception to this requirement will occur if the employee can furnish proof satisfactory to the District
that because of illness he/she was unable to work on either of such shifts, and his/her absence previous
to such holiday by reason of such illness has not been longer than thirty (30) regular work days.

Section 11.7.
The school district will allow less than twelve-month employees to take two (2) unpaid holidays per
calendar year for a reason of faith or conscience or an organized activity conducted under the auspices
of a religious denomination, church, or religious organization; provided, that the employee's absence
would not impose an undue hardship on the District.

ARTICLE XII
LEAVES

Section 12.1. Sick Leave.
Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
however, no employee shall receive less than ten (10) days sick leave per school year. If an employee
works less than the school year, sick leave shall be prorated. 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. 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 his 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.

Section 12.1.1.
Employees may cash in unused sick leave days as per RCW 28A.400.210.

Section 12.2. Family Illness.
Each employee shall be entitled to use a choice of accrued sick leave or other paid leave to care for a
child of the employee with a health condition that requires treatment or supervision; or a spouse,
parent, parent-in-law, or grandparent of the employee who has a serious health condition or an
emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.270.
Up to five (5) days per year may be used for family illness involving an employee’s grandchild or
sibling. An employee may not take advance leave until it has been earned. The District shall not
discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an
employee who uses this leave.

Section 12.3. Bereavement Leave.
Each employee shall be entitled to a maximum of five (5) days leave with pay per occurrence for
absence caused by death to an employee's child, spouse, spouse of employee’s child, parent, step-
parent, grandparent, grandchild, sibling, or parent-in-law. Other relationships shall also be included if
Section 12.4. Personal Leave.
An employee will be granted up to two (2) personal leave days per year. Unused personal leave may be carried over into the following year. A maximum of five (5) personal leave days may be accrued. Personal leave must be arranged for as far in advance as possible, but not less than forty-eight (48) hours before the leave is to be taken. No reason is to be given.

Section 12.5. Jury/Court Leave.
In the event an employee subject to this agreement is summoned to serve as a juror or subpoenaed to appear as a witness in court, or is named as a co-defendant with the school district; he/she shall receive his/her normal days pay for each day he/she is required in court; provided, however, that any compensation received for such service shall be paid to the District. Such payment to the District shall not exceed the employee's normal daily pay less bona fide expenses. In the event that the employee is a part in court action, he/she may request a leave of absence which may be granted without pay. No employee who is an adverse witness against the District shall be granted leave with pay.

Section 12.6. Industrial Insurance.
In the event employees are absent for reasons which are covered by industrial insurance, the District shall 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. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 12.7. Leave of Absence.
Upon recommendation of the immediate supervisor through administrative channels to the superintendent, and upon approval of the board of directors, an employee may be granted an extended leave of absence without pay for a period not to exceed one (1) year.

Section 12.7.1.
The returning employee will be assigned to a position similar to the position occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence shall be hired for a specific period of time, during which they shall be subject to all provisions of this agreement. It shall be the responsibility of the employer to inform replacement employees of the above provisions.

Section 12.7.2.
The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence.

Section 12.8. Maternity Leave.
Maternity shall be treated as any other long-term disability in accordance with the provisions of Article XII.
Section 12.8.1.  
An employee, upon request, may be granted up to three (3) days leave, on or about the date of birth or adoption of their child. Such leave shall be deducted from that accumulated in Section 12.1.

Section 12.9. Leave Sharing.  
The District agrees to adopt a leave-sharing program for classified staff in accordance with the requirements of RCW 28A.400.380 and WAC 392-126.

Section 12.9.1. Calculation of Pooled Leave Benefit.  
Calculation of pooled leave will compensate the recipient at his or her regular rate of pay. Therefore, the dollar value of leave donated shall be ignored and the leave shall be calculated on a day donated equals one (1) day received basis. No leave will sit in the pool unused. Only days actually needed will be subtracted from donors in the order received.

ARTICLE XIII
VACATIONS

Section 13.1.  
Upon completion of the first year of service with the school district, each twelve (12) month employee shall be granted ten (10) days paid vacation per year. Upon completion of seven (7) years of service, each twelve month employee shall receive fifteen (15) days paid vacation per year. Upon completion of twelve (12) years of service, each twelve (12) month employee shall receive twenty (20) days paid vacation per year.

Section 13.2.  
It is mutually agreed that vacations shall be scheduled by mutual agreement of the employee and the District, subject to the seniority provisions hereinafter provided. The District may recommend desirable times to take vacation based on the needs of the District.

Section 13.3.  
Employees who work twelve (12) months per year shall receive payment upon mutual agreement for unused accrued vacation with their August pay check. Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final pay check.

ARTICLE XIV
SENIORITY

Section 14.1.  
Seniority, as referenced herein, means seniority within the employee’s current job classification in which the employee has worked as a regular, not substitute, District employee. Seniority applies only to those general job classifications contained in Schedule A. Seniority begins on the employee’s first
day of regular employment in the specific job classification unless such seniority shall be lost as
hereinafter provided. Ties in seniority will be broken by hire date.

Section 14.2.
The seniority rights of an employee shall be lost for the following reasons.

A. Resignation.
B. Discharge for any reason contained in the agreement.
C. Retirement.
D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 14.3.
Seniority rights shall not be lost for the following reasons, without limitation.

A. Time lost by reason of industrial accident, industrial illness, or jury duty.
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 of absence or periods of layoff, not to exceed one
   (1) year.

Section 14.4.
Hire date is defined as the employee’s earliest date of continuous regular, not substitute, employment
in the District. Ties in hire date will be broken by birth date and thereafter by lot.

Section 14.5.
For purposes of bidding for new or open positions, reduction of hours not constituting a layoff, and
layoffs, seniority rights shall be effective within the general job classification defined in Article I,
Section 1.3; provided, however, new or open positions shall be filled by seniority subject to the
provisions of this article, within the classification which the opening occurred; and provided further, if
no one from that classification bids on the job, it shall be opened for bid to all employees within the
bargaining unit and shall be filled by District-wide seniority subject to the provisions of this article. If
the District determines that seniority rights should not govern because a junior employee, or an outside
District applicant, possesses ability and performance substantially greater than a senior employee(s),
the District shall set forth in writing to the employee and the Association president, its reasons why the
senior employee(s) have been bypassed.

Section 14.6.
The employee with the earliest hire date shall have absolute preferential rights regarding shift
selection, vacation periods, and special services (including overtime).

Section 14.7.
Employees who transfer from one classification to another or fill new or open positions pursuant to
Article XIV shall, during the first twenty (20) working days, have the option of returning to their
previous job position. During those same twenty (20) working days, the District shall have the option
of reassigning the employee to his/her previous job position.
Section 14.8.
In the event an employee’s position is eliminated (layoff) and that employee has previous experience in another classification within the District, then that employee’s combined seniority shall apply when rehiring.

Section 14.9.
An employee who changes job classifications within the bargaining unit shall retain his or her seniority date in the previous classification for a period of one (1) year, notwithstanding that he or she has acquired a new seniority date and a new classification.

Section 14.10.
An employee who changes job classifications within the bargaining unit shall be placed on the salary step at the “regular” rate of pay after thirty (30) days probation. Employees who change jobs within classification (promotions) will not be required to serve probation and will be placed on the salary step at the “regular” rate of pay.

Section 14.11. Paraprofessional/Cafeteria Workers.
Seniority based on cafeteria experience not paraprofessional experience. Therefore, in the event of a reduction in force, the paraprofessional time will be eliminated first.

ARTICLE XV
LAYOFF

Section 15.1.
In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the re-employment list for one (1) year.

Section 15.2.
Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 15.3.
An employee shall forfeit rights to re-employment as provided in above Section 15.1 if the employee does not comply with the requirements of above Section 15.2, or if the employee does not respond to the offer of re-employment within five (5) days.

Section 15.4.
An employee on layoff status who rejects an offer of re-employment, forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.
ARTICLE XVI

HIRING

Section 16.1. The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. The District will not post or publicize positions to the general public until after the fifth (5th) day of posting within the bargaining unit unless an emergency exists, in which case the District will post on shorter notice. A copy of the job posting shall be forwarded to the president of the Association and to the Association.

Section 16.2. Any new hire who had just previously been employed by any school district in the State of Washington, and is hired to perform work similar to that in which he/she was previously engaged, shall be given longevity credits in the District in accordance with RCW 28A.400.300. Any new hire who has been previously employed in any school district within the State of Washington shall be allowed to transfer accumulated sick leave.

Section 16.3. Bargaining unit substitute employees shall have first opportunity in applying for open positions in their classifications.

Section 16.4. All vacancies shall be filled promptly. If a position is not staffed by a regular employee for a period of twenty (20) working days, the individual occupying it on the 21st, or any subsequent day from the date of posting or the date the position was last occupied by a regular employee on a continuing basis, shall be deemed a permanent regular employee, subject to all rights accruing under this agreement. An exception may be made to this section for vacation replacements only.

ARTICLE XVII

RETIREMENT

Section 17.1. In determining whether an employee subject to this agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 17.2. Pursuant to RCW 41.40.038, the District shall make all employer retirement contributions necessary to enable the employee to continue to accrue service credit during an absence from work due to a work-related injury for a period not to exceed twenty-four (24) consecutive months.
ARTICLE XVIII

PROBATIONARY PERIOD

Section 18.1.
Each new hire shall remain in a probationary status for a period of not more than sixty (60) working days following the hiring date. During this probationary period, the District may discharge such employee at its discretion.

Section 18.2.
At the end of the probationary period, the employee will be subject to all rights and duties contained in this agreement retroactive to his/her hire date.

ARTICLE IXX

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Section 19.1.
The District may discipline or discharge any employee subject to this agreement for justifiable cause. Such discipline shall be progressive, starting with an oral warning, and shall include a prescription for rehabilitation at all stages. If the District has reason to discipline or discharge an employee, it shall be done in a manner which will not embarrass the employee.

Section 19.2.
The issue of justifiable cause shall be resolved in accordance with the grievance procedures of this agreement.

Section 19.3. Discharge of Non-Annual Employees.
This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 19.3.1.
Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year or as soon as possible thereafter. This exception shall not be applied arbitrarily.

Section 19.3.2.
Nothing contained in this section shall in any regard limit the operation of other sections of this article.

Section 19.3.3.
Except in extraordinary cases, and as otherwise provided in this article, the District will give employees two (2) weeks notice of intention to discharge or layoff.
ARTICLE XX

DISCIPLINARY PROCEDURE FOR UNSATISFACTORY ATTENDANCE OR POOR WORK PERFORMANCE

Section 20.1. First Step.
Employee given oral conference by supervisor on unsatisfactory items when they occur. Corrective action will be suggested by supervisor.

Section 20.2. Second Step.
If unsatisfactory work or attendance not corrected within thirty (30) days, written corrective action(s) will be given by supervisor and date of receipt will be signed by employee.

Section 20.3. Third Step.
A formal evaluation will be written by the supervisor and recommendations for remediation submitted to the District’s superintendent.

Section 20.4.
If after review by the superintendent, it is deemed necessary to take further action, the employee will be notified and such action may lead to suspension for up to five (5) days with or without pay and/or termination, subject to due process (grievance procedure).

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 21.1.
Grievances or complaints arising between the District and its employees within the bargaining units defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this agreement, shall be resolved in strict compliance with this article.

Section 21.2. Grievance Steps.

Section 21.2.1. Step 1.
The employee shall first discuss the grievance with his immediate supervisor. If the employee wishes, he may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 21.2.2. Step 2.
If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

A. The facts on which the grievance is based;
B. A reference to the provisions in this agreement, which have been allegedly violated; and
C. The remedy sought.

Section 21.2.2.1.
The employee shall submit the written statement of grievance to his immediate supervisor for reconsideration within ten (10) working days and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 21.2.3. Step 3.
If no settlement has been reached within the five (5) days referred to in the preceding section, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days to the District superintendent or his designee. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 21.2.4. Step 4.
If no settlement has been reached within the ten (10) days referred to in the preceding section, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days to the District board of directors. After such submission, the parties will have thirty (30) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The board of directors reserves the right to summon the employee for an oral statement of grievance. The employee reserves the right to appear before the board of directors to explain the grievance. At any appearance before the board of directors, the employee may be accompanied by an Association representative or designee.

Section 21.2.5. Step 5.
If no settlement has been reached within the thirty (30) days referred to in the preceding section, and the grievant and the Association believe the grievance to be valid, the employee may demand arbitration of the grievance. The grievance may be submitted by the Association to binding arbitration. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association. The parties to this agreement shall then be bound by the rules and procedures of the American Arbitration Association, and the decision of the arbitrator shall be binding. During the arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party. The arbitrator shall not have the power to alter, modify, amend, add to, or subtract any of the terms of this agreement or substitute his/her judgment for that of the parties.
ARTICLE XXII

SALARIES

Section 22.1.
Salaries for employees subject to this agreement, during the term of the agreement, are contained in
Schedule A attached hereto and by this reference incorporated herein.

Section 22.2.
Salaries contained in Schedule A shall be for the entire term of this agreement. Should the date of
execution of this agreement be subsequent to the effective date, salaries, including overtime, shall be
retroactive to the effective date.

Section 22.3.
Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
agreement.

Section 22.4.
Incremental steps, where applicable, shall take effect on first day of each school year during the term
of this agreement.

Section 22.5.
All employees shall be compensated at the appropriate base hourly rate for all time spent in training
courses or first aid classes sanctioned or required by the District. This would also include any courses
required by the State of Washington.

Section 22.6.
Employees requested to work a shift regularly filled by a higher classification employee shall receive
compensation equal to that normally received by the employee in the higher classification.

Section 22.7.
Employees shall be compensated in accordance with the provisions of this agreement for all hours
worked. Each employee shall receive a full accounting and itemization of authorized deductions,
hours worked, and rates paid with each pay check.

Section 22.8.
Employees employed by the District for less than twelve (12) months shall have their base pay divided
by twelve and paid in twelve equal monthly payments.

Section 22.9.
Any additional or extra-curricular time will be paid on an hourly basis. Employees shall not perform
overtime when assigned to extracurricular activities unless approved by the superintendent. Leaves
without pay will be deducted.

Section 22.9.1. Sixth Grade Trips.
On the annual sixth grade trip, classified employees except drivers will be paid his or her
regular days pay, meals and lodging. A $100.00 per day stipend will be paid to such employees
due to chaperone and lodging factors.
**Section 22.10.**

Employees shall be eligible for a longevity stipend after five (5), ten (10), fifteen (15), and twenty (20) continuous years of regular employment with the Toutle Lake School District or, in accordance with RCW 28A.400.300 and Section 16.2, in a similar position previously held in any school district within the State of Washington at a rate listed in Schedule A. An approved leave of one (1) year or less will not affect the continuous employment requirement. Time spent on leave will not count for longevity. The stipend will be awarded when a person advances to the next highest level as of September 1 of each year. In other words, an individual advancing to the 5th, 10th, 15th or 20th year employment status during the year will start receiving their added stipend commencing with the next September payroll. Longevity rate will be paid for all hours worked including leaves and vacations.

**Section 22.11.**

The District shall reimburse employees for all licensing and examination fees required as a condition of continued employment, to include: medical examinations, drug and alcohol screens (see District Policy and Procedures 5259/5259P), recurrent first aid classes, and commercial driver’s license endorsements. Employees may use or be transported in a school vehicle for drug and alcohol screens. Employees shall suffer no loss in pay for time spent in required examinations. Employees will first present these expenses to their own medical insurance. Any costs, up to two hundred dollars ($200.00) still owed after the insurance has paid, will be incurred by the District. When a bus driver gets a new commercial driver’s license with the required endorsements, the driver will pay for these costs and submit a receipt to the District for which the District will reimburse the driver for the endorsements required by the District and/or the state (example: knowledge test costs for air brake restriction removal and passenger endorsement) to drive a school bus. The cost for the actual commercial driver’s license itself will be paid for by the driver and will not be reimbursed.

**Section 22.12.**

Any employee assigned to work after midnight will receive a twenty-five cent (25¢) per hour differential for all hours worked that shift.

**Section 22.13.**

Classified employees shall, at their option, be eligible to participate in tax sheltered annuity plans of their choice meeting Internal Revenue Code 403b for pre-tax deduction of non-state sponsored retirement funds. Changes to these plans may occur as granted by the offering institutions.

**Section 22.14.**

On an ‘as needed’ basis as determined by the district, and upon mutual consent of the parties, the district may place an all-day kindergarten paraprofessional on the severe special needs pay level.

**Section 22.15.**

Each Assistant Secretary assigned to arrange substitute coverage for employees who will be absent will receive an additional $1,500 per year in addition to the employee’s regular hourly wage.
ARTICLE XXIII

INSURANCE/BENEFITS

Section 23.1.
Effective September 1 of each school year, each employee shall receive the state provided amount per FTE (based on 1,440 hours as 1.0 FTE, with less than 1.0 FTE employees receiving a proportion thereof on the basis of their regularly scheduled insurance FTE) per month toward the payment of premiums for approved insurance plans. The basic benefits determined by the bargaining group are medical, dental, vision, group term life, and group long-term disability insurance coverage.

Section 23.1.1.
Eligible employees shall be required to participate in dental and vision insurance.

Section 23.1.2.
Each employee selecting medical benefit insurance coverage shall, pursuant to RCW 28A.400.280, pay a minimum monthly medical premium charge. Such minimum monthly charge shall be paid regardless of the impact of pooling. The minimum premium charge will be five percent (5%) of the monthly medical premium.

Section 23.1.3.
Eligible employees selecting the Qualified High Deductible Health Plan (QHDHP) with a Health Savings Account (HSA) may voluntarily contribute through payroll deduction to their HSA. Any unused portion of an employee's state allocation will be used for pooling purposes and will not be used as a contribution to a HSA.

Section 23.2.
The amount of state and local revenues generated by the bargaining unit per month per full-time equivalent employee shall comprise a premium pool. Upon the closing of insurance plan enrollment periods, the District shall compare the bargaining unit insurance premium usage to the size of the premium pool. Such comparison information is to be provided to the Association annually. If the pool exceeds usage, the excess shall be divided by employees whose insurance enrollments cause payroll deductions, with said division to be an equal basis, until enrollments are fully paid or the excess pool is depleted.

Section 23.3.
Should the employee's insurance premium exceed the dollar amount generated in the above paragraph, the employee may exercise the option of purchasing additional insurance coverage through the District plan, with the difference in premium being paid by the employee through payroll deduction.

Section 23.4.
The employees shall enroll or subscribe by no later than the reasonable date prescribed by the insurance carrier. All new hires shall enroll or subscribe within thirty (30) days of employment.

Section 23.5.
The District shall provide tort liability coverage for all employees subject to this agreement.
Section 23.6.
The District shall pay one hundred percent (100%) of the state labor and industrial insurance medical aid premium or its equivalent for all employees subject to this agreement.

Section 23.7.
The District will pay sixty-four dollars and seven ($64.07) toward the Health Care Authority retiree subsidy; provided, however, that each year of this Agreement said dollar amount will be adjusted accordingly to the retiree subsidy rate designated in the State budget.

ARTICLE XXIV
STAFF DEVELOPMENT/APPRENTICESHIP PROGRAMS

Section 24.1. Tuition Reimbursement.
Salary and reimbursement for employees subject to this agreement to attend recognized courses. If the employee is taking a college course and before any expenses are incurred, the employee must request the costs be approved on the District’s credit approval form. Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District as determined by the District.

Section 24.2. Apprenticeship Programs.
The District shall provide support for apprenticeship programs and pay the District participation fee required by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee. A joint committee consisting of an equal number from the Union and an equal number from the District shall review training opportunities and, based on identified needs, recommend persons to attend such training.

Section 24.3.
All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this agreement; except, that the WPSCEJATC shall have jurisdiction to insure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council.

Section 24.4. Educational Incentive Program.
The District will institute an educational incentive program for completion of apprenticeship training which is part of a state approved apprenticeship training program. Bargaining unit employees who are registered with the District and who complete a state-approved apprenticeship program directly related to their current job classification shall receive compensation in the amount of:

Completion of an approved Apprenticeship Program = 50¢ per hour

Completion/possession of an AA or higher degree related to the job classification = 75¢ per hour
Section 24.5.
A representative from the bargaining unit shall serve as a member of the District’s staff development committee.

ARTICLE XXV

TRANSPORTATION (BUS DRIVERS)

Section 25.1. Hours of Work - Bus Drivers.
Recognizing that bus drivers present special shift problems, the parties agree that shifts shall be established in relation to routes and driving times requisite to fulfilling tasks assigned by the supervisor of transportation; provided, however, that bus drivers shall be entitled to all benefits contained in this article to the same degree as any other employee; and further provided that all bus drivers shall be assigned to a minimum shift, which shall not be changed without consulting with the Association, each minimum shift shall include one-half (½) hour per day for the purpose of bus cleanup and warm-up. All trips other than regular daily scheduled runs shall be compensated at the rates indicated on Schedule A in accordance with actual driving time; provided, however, that bus drivers shall be subject to the provisions relative to overtime hereinafter provided. Drivers shall receive a minimum of two (2) hours pay, at the appropriate rate for each duty call. Drivers shall be paid one quarter (¼) hour pre-trip and one quarter (¼) hour post trip for each bus trip. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday. All regular bus drivers shall be assigned to a minimum shift of two (2) hours a.m. and a minimum shift of two (2) hours p.m.

Section 25.1.1.
The District shall compensate employees who attend Bus Drivers Training School at their appropriate base hourly rate for all hours spent in such training. The District also agrees to pay mileage for one car to and from the training site if it is located outside the District provided there is no district vehicle available.

Section 25.1.2.
On overnight trips, the driver will be paid the appropriate base hourly rate times hours driven, except that when hours driven are less than ten (10) hours, driver shall be paid base hourly rate times ten (10) hours. On the day of return, the driver will be paid a minimum of eight (8) hours. Reimbursement by the District will be made for meals and lodging, signed receipts required.

Section 25.1.3.
Temporarily vacant high school 3:00 p.m. afternoon routes will be offered to regular drivers on a daily basis rotating by seniority.

Section 25.1.4.
Drivers of special needs students shall be paid for all directed time spent in the interest of the school district. Employees holding the special needs position(s) may be required by the district to take additional training. Such training may include first aid, observation of special needs classes, and/or special handling techniques.
Section 25.1.4.1.
If there are thirty (30) minutes or less between a special needs duty call, the driver's paid time shall continue uninterrupted. If there are more than thirty (30) minutes between assignments, drivers will receive a minimum of two (2) hours for each duty call.

Section 25.1.4.2.
A change in the special needs schedule/route will not constitute a rebid. If a student is gone and all or part of the route goes away, the driver will perform duties as assigned by the supervisor for up to two (2) days after which the driver will be paid only for the duty call driven.

Section 25.1.4.3.
If within a twenty (20) working day probationary period, should the driver or the supervisor determine they are not fit for the position, that driver will bump back into the regular routes based on their seniority.

Section 25.2. Overtime Bus Drivers.
Bus Drivers shall be compensated at one and one-half (1-1/2) times their base hourly rate for all hours worked in excess of forty (40) hours per week.

Section 25.3. Extra Trips.

Section 25.3.1.
Any transportation runs other than regular daily home-to-school and school-to-home assigned routes shall be defined as extra trips. All extra trips shall be offered to drivers desiring to take them according to seniority on a rotating basis. Provided that, at the option of the District, no driver shall be awarded an extra trip which would require payment of overtime, in such cases the next senior driver shall be offered the trip.

Section 25.3.1.1.
Up to two (2) vans per student group, with a maximum of seven (7) passengers per van, may be used to transport students with qualified coaches, teachers, and/or advisors driving the vans. Student groups that require more than two (2) vans per group will be transported by school bus; with one exception being FFA State Convention.

Section 25.3.2.
Extra trips shall be assigned to drivers on a rotating basis, with drivers initially signing up for the rotating roster by seniority. The District will post extra trips at least two (2) work days in advance when possible and a driver shall accept or decline a pre-scheduled trip twenty-four (24) hours in advance when possible. The District will make the drivers aware of the notice. Trips posted or declined within twenty-four (24) hours of the scheduled departure time will be considered emergency trips and will be offered by seniority on a rotating basis.

Section 25.3.2.1.
Drivers taking trips, eligible drivers declining trips, and drivers whose trips are canceled shall move to the bottom of the eligibility list.
Section 25.3.2.2.  
When a trip is rescheduled within forty-eight (48) hours of the original departure time, the trip will be offered to the same driver that originally accepted the trip. If the driver declines, then the trip will be made available to the next person in the rotation. If the trip is declined and it is less than twenty-four (24) hours it is considered an emergency trip.

Section 25.3.3.  
No driver shall be entitled to more than one extra trip per day unless no one else wants it.

Section 25.3.4.  
Drivers shall not be entitled to an extra trip when they missed their regular route that did not conflict with the extra trip, unless no other driver wants the extra trip. If an extra trip conflicts with a regular route, the driver has the option to choose between the extra trip and the regular route; provided, the driver has satisfied the requirements of the twenty-four (24) hour notice clause.

Section 25.4. Duty Cycle.  
Nothing in this section shall be construed as limiting or altering the provisions of other sections of this article.

Section 25.4.1. On-Duty (Driving).  
Whenever the driver is actually driving, required to remain on or near the bus, or the trip supervisor requests that the driver remain with passengers or personal belongings.

Section 25.4.2. Off-Duty.  
Whenever a driver is not in an “on-duty (driving)” status.

ARTICLE XXVI

TERM

Section 26.1.  
The term of this agreement shall be September 1, 2017 through August 31, 2020.

Section 26.2.  
All provisions of this agreement shall be applicable to the entire term of this agreement notwithstanding its execution date, except as provided in the following section.

Section 26.3.  
This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing, provided, however, that all state increases for classified salaries and benefits shall be passed through for each year of this agreement. This agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.
Section 26.3.1.
Effective September 1, 2018, wage rates on Schedule A will be increased fifty cents (50¢) per hour; plus 2.5% or the state COLA for K-12 employees, whichever is greater. Effective September 1, 2019, wage rates on Schedule A will be increased fifty cents (50¢) per hour; plus 2.5% or the state COLA for K-12 employees, whichever is greater.

Section 26.3.2.
The District/Association shall have the right to open the contract at any time to deal with Health Insurance issues related to compliance with state or federal law and/or potential employee eligibility for subsidies or tax credits from the Federal government. The District agrees to cooperate with the Association to the extent that the Association requests do not cause the District to incur fines, taxes, sanctions or any substantial negative financial impact.

Section 26.3.3. Paraprofessional Education Incentive Reopener.
In the spring of 2019, Section 24.4 of this agreement shall be reopened for negotiations regarding Washington State paraeducator certificates and paraeducator trainings.
SIGNATURES

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES OF
OF TOUTLE LAKE

TOUTLE LAKE SCHOOL DISTRICT #130

BY:_____________________/signature on file/______________________
   Julee Barnett, Chapter President

BY:_____________________/signature on file/______________________
   Scott Grabenhorst, Superintendent

DATE:______________________
   August 2, 2017

DATE:______________________
   August 2, 2017
## SCHEDULE A

TOUTLE LAKE SCHOOL DISTRICT
SEPTEMBER 1, 2017 – AUGUST 31, 2018

### Longevity Steps

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<th>Sub Rate</th>
<th>Regular Rate</th>
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<th>10 Year Add 25¢</th>
<th>15 Year Add 25¢</th>
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Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF TOUTLE LAKE, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE TOUTLE LAKE SCHOOL DISTRICT NO. 130. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXVI, SECTION 26.3, OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties mutually agree to participate in the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association (VEBA) Trust for public employees in the State of Washington (collectively the "Plans") for sick leave cashout, per Section 12.1.1 of the collective bargaining agreement, in the following manner:

**Sick Leave Cashout at Retirement/Separation from Service.** Eligible bargaining unit employees who retire or separate from service with sick leave cash-out rights pursuant to RCW 28A.400.210 will participate in the VEBA Trust Post-separation HRA Plan pursuant to VEBA Trust plan rules and IRS regulations. Eligible employees must sign and submit to the District a hold harmless agreement as required by RCW 28A.400.210.

**Annual Sick Leave Cashout.** Pursuant to VEBA Trust plan rules and IRS regulations, eligible bargaining unit employees with annual sick leave cash-out rights pursuant to RCW 28A.400.210 will participate in: the Standard HRA Plan, which shall be integrated with the District's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan; and the Post-separation HRA Plan to which the Employer may remit contributions on behalf of eligible employees who are not enrolled in or covered by the District's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Each eligible employee must sign and submit to the District a hold harmless agreement as required by RCW 28A.400.210.

This Letter of Agreement shall be retroactive to September 1, 2017; shall remain in effect until August 31, 2018; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF TOUTLE LAKE

BY: Julee Barnett, Chapter President

DATE: 9/4/2017

TOUTLE LAKE SCHOOL DISTRICT #130

BY: Scott Grabenhorst, Superintendent

DATE: 9-29-17