

COLLECTIVE BARGAINING AGREEMENT BETWEEN

TONASKET SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF

TONASKET SCHOOL DISTRICT

SEPTEMBER 1, 2019 - AUGUST 31, 2021



Public School Employees of Washington/SEIU Local 1948

P.O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

www.pseclassified.org

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P R E A M B L E

This Agreement is made and entered into between Tonasket School District Number 404 (hereinafter "District") and Public School Employees of Tonasket, an affiliate of Public School Employees of Washington/SEIU local 1948 (hereinafter "Association"). The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith, with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions; to promote effective methods for prompt adjustment of differences; and to promote full reasonable employee participation in such personnel areas as are within the jurisdiction of the employer.

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.

A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

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., and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Descriptions for all positions subject to this Agreement will be provided to the Association President. Substantive modifications to existing positions or creating new positions shall require the reopening of this Agreement to negotiate wages. The Chapter may be invited to participate in modifications and/or changes.

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Para-educators, Secretaries, Professional/Technical, Custodial-Maintenance, Transportation, Campus Support and Food Service; except a Fiscal Officer, Payroll/HR Officer, Transportation Supervisor, Maintenance Supervisor, Food Service Supervisor, Technology Director, Accounts Payable Officer, Receptionist/PR/Communications Manager, Executive Assistant and/or Board Clerk whose duties imply a confidential relationship to the School Board and/or Superintendent.

Section 1.4.

The District will not subcontract any classified work, except as provided by current state law or revisions made to that law during the term of this Agreement (RCW 28A.400.285).

Section 1.5. Substitutes.

Substitute employees are sporadically employed to fill a position of a regular or temporary classified employee in an existing position for thirty (30) consecutive work days. Substitutes will be paid

Substitute employees are sporadically employed to fill a position of a regular or temporary classified employee in an existing position for thirty (30) consecutive work days. Substitutes will be paid substitute rates as provided per Schedule A and will not receive other benefits or contract rights.

Section 1.6. Temporary or Emergency Employees.

Temporary or emergency employees are casual employees hired for a temporary event or situation. Temporary positions expected to be filled for more than thirty (30) work days shall be opened and posted pursuant to Section 9.9 as regular permanent positions. Positions more than thirty (30) days that are not posted shall be discontinued. A temporary event or situation is a position that is seasonal, filled on an overflow basis, or subject to short-term financing. Temporary and emergency employees shall receive Step 0 pay but no other rights or benefits. Summer employment is exempt from this section.

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 and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; 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 operations undertaken by the employees in the unit are to be conducted.

Section 2.2.

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 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 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

1 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
2 District to encourage or discourage membership in the Association.

3
4 **Section 3.2.**

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

7
8 **Section 3.3.**

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

12
13 **Section 3.4.**

14 Neither the District, nor the Association, shall discriminate against any employee subject to this
15 Agreement on the basis of race, creed, color, sex, religion, age, marital status, honorably discharged
16 veteran, military status, sexual orientation, the presence of any sensory, mental, or physical disability
17 or the use of a trained dog guide or service animal by the person with a disability that is recognized as
18 and declared to be a civil right, the duties of which may be performed efficiently by an individual
19 without danger to the health or safety of the physically handicapped person or others.

20
21 **Section 3.5. Personnel Files.**

22 There shall be only one (1) official personnel file for each employee to be kept in the District
23 Administration Office. Each employee shall have the right to review the contents of his/her personnel
24 files. During the review, an official or representative of the Association may be present, and the
25 employee may initial and photocopy any material in the file, at the District expense.

26
27 An employee may attach comments to any derogatory material that is a part of the official personnel
28 file. The employee will sign and return a statement of receipt of such material prior to its insertion in
29 the personnel file. Any derogatory material which is not brought to the attention of the employee in
30 compliance with this section may not be used for any purpose adverse to the employee. Any material
31 contained in the file may be removed at any time by mutual agreement between the employee and the
32 superintendent. Materials shall be removed after three (3) years at the written request of the employee,
33 unless required to remain in the file due to state regulations.

34
35 **Section 3.5.1. Working Files.**

36 Building administrators or supervisors may keep or maintain "working files" relative to those
37 employees for which they hold responsibility to evaluate. Such working files are not part of the
38 employee's personnel file and are subject to review upon request by the employee. Working
39 file contents shall be purged annually, no later than August 31 unless there is an ongoing issue
40 which shall allow the supervisor to retain those contents until the issue is resolved.

41
42 **Section 3.6. Confrontational Situations.**

43 Employees, acting within the scope of their duties may use reasonable measures with students, patrons,
44 or other persons as is necessary to protect his/her self, another employee or another student from
45 attack, physical or verbal abuse or injury. The District shall provide liability insurance for the
46 protection of employees while engaged in the maintenance of order and discipline and the protection of
47 school personnel and students and property.

1 The administering of medication and ongoing health intervention to students shall be the responsibility
2 only of employees trained for that purpose. All regular employees exposed or potentially exposed to
3 hazardous or infectious materials or situations within the scope of their employment shall be provided,
4 at their request, immunization or other reasonable protection at District expense. Employees providing
5 health care shall be held harmless as provided by statute.
6

7 **Section 3.7. Evaluations.**

8 The District shall provide each classified employee with an annual written evaluation. All evaluations
9 shall use the form(s) that are attached to this Agreement. The employee evaluation shall be completed
10 at least ten (10) workdays prior to the conclusion of the employee's contracted work year. As part of
11 the annual evaluation, a conference between the evaluating supervisor/administrator and the employee
12 shall be held. A copy of the evaluation must be given to the employee at the conference or within ten
13 (10) workdays of the evaluation conference. Employees may attach comments within thirty (30)
14 business workday of receiving the written evaluation. Employees shall sign the evaluation. This
15 signature only acknowledges receipt of the evaluation.
16

17 **Section 3.8. Contracted Non-School Day Release from Work.**

18 On contracted non-school work days, employees recognized as not having duties assigned, will be
19 allowed to take the day off without pay. If there are mandatory trainings scheduled on those days, this
20 option cannot be utilized.
21
22
23

24 **ARTICLE IV**

25 **RIGHTS OF THE ASSOCIATION**

26
27
28 **Section 4.1.**

29 The Association has the right and responsibility to represent the interests of all employees included in
30 the identified job classifications per section 1.3., to present its views to the District on matters of
31 concern either orally or in writing; to consult or to be consulted with respect to the formulation,
32 development, and implementation of industrial relations matters and practices which are within the
33 authority of the District; and to enter collective negotiations with the object of reaching an agreement
34 applicable to all employees within the bargaining unit.
35

36 **Section 4.2. Association Access to New Employees.**

37 The District will provide the Association reasonable access to new employees of the bargaining unit
38 for the purposes of presenting information about PSE to the new employee. "Reasonable access" for
39 the purposes of this section means the access to the new employee occurs within ten workdays of the
40 employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and
41 the access occurs during the new employee's regular work hours at the employee's regular worksite, or
42 at a location mutually agreed to by the District and PSE.
43

44 **Section 4.2.1. New Employee Orientations.**

45 The District will provide the Association at least ten (10) days' notice of any New Employee
46 Orientation, and within 48 hours in advance of the orientation will provide an electronic list of
47 expected participants.
48

1 The District will provide the Association no less than thirty (30) minutes to make a presentation
2 during each New Employee Orientation. District representatives shall not be present during
3 PSE's presentation. The Association shall have the right to distribute materials, such as PSE
4 new hire packets, at the Orientation.

5
6 **Section 4.2.2. Notification to Chapter President.**

7 The District will provide the Chapter President written notification of the name, classification,
8 job title, hours of work, rate of pay and work location of all newly hired bargaining unit
9 employees within ten (10) days of hire.

10
11 The District shall also provide written notification to the Chapter President of the transfer of
12 any current employee from one (1) classification or position to another or the discharge or
13 resignation of any current employee. Such notification shall be no more than ten (10)
14 workdays from the date of the board action.

15
16 **Section 4.3. Information to PSE Membership Department.**

17 The District will provide PSE a monthly bargaining unit employee list transmitted electronically,
18 containing every bargaining unit employee's: name; employee number; classification; job title; work
19 location; phone number; address; hourly rate of pay; hours worked; gross pay; union dues paid; and
20 language preference. The District shall also submit the monthly board personnel report.

21
22 **Section 4.4.**

23 Representatives of the Association, upon making their presence known to the District, shall have
24 access to the District premises during business hours, provided, that no conferences or meetings
25 between employees and Association representatives will in any way hamper or obstruct the normal
26 flow of work.

27
28 **Section 4.5. Bulletin Boards.**

29 Bulletin boards provided by the Association, shall be given space in each school/building for the use of
30 the Association to post notices of Association activities and business. Each bulletin posted by the
31 Association is the responsibility of the officials of the Association. Each bulletin shall be signed by the
32 Association official responsible for its posting. Unsigned notices or bulletins may not be posted. The
33 responsibility for prompt removal of notices from the bulletin boards after they have served their
34 purpose shall rest with the official who posted such notices.

35
36 **Section 4.6. Use of Communication Services.**

37 The Association shall have the right to use District mail service for communication purposes. Upon
38 request, the District will provide the Association information as required under statute which will assist
39 the Association in carrying out its responsibilities as the bargaining representative.

40
41 The Association shall have the right to use the District internet and e-mail for communication
42 purposes. All use shall meet District technology use policies and procedures. The Association
43 acknowledges that e-mails passing through a District e-mail server are subject to disclosure under a
44 Request for Public Records.

45
46 **Section 4.7.**

47 Employees working during the time that an Association membership meeting that is being held outside
48 meeting without loss of pay (Intent: employee will use their two (2) fifteen (15) minute breaks and

1 their one-half (1/2) hour lunch break as part of the ninety (90) minutes). Employees shall work with
2 their supervisor to adjust their schedule so that they can attend the Association membership meeting.
3
4

5 6 **ARTICLE V**

7 8 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

9 10 **Section 5.1.**

11 It is agreed and understood that matters appropriate for consultation and negotiation between the
12 District and the Association are matters relating to or affecting hours, wages, working conditions and
13 grievance procedures. The District shall notify the Association of changes in personnel practices that
14 are of concern to employees within the unit.
15

16 **Section 5.2.**

17 Discussion and negotiations and the handling of grievances, formally or informally, shall take place
18 whenever possible on school time.
19

20 **Section 5.3.**

21 A Labor/Management Committee of three (3) Association members will meet with the Superintendent
22 on a mutually agreeable regular basis to discuss items of concern or other matters.
23

24 **Section 5.4. School Calendar**

25 PSE members shall be allowed to prioritize the District created school calendar options that are
26 presented annually. The results of this vote will be used by the Board of Directors to make the final
27 decision on the calendar.
28
29
30

31 **ARTICLE VI**

32 **HOURS OF WORK AND OVERTIME**

34 35 **Section 6.1.**

36 The normal work schedule shall consist of five (5) consecutive work days, Monday through Friday,
37 followed by two (2) days of rest (Saturday and Sunday), except for those employees designated by the
38 District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five
39 (5) consecutive work days plus two (2) days of rest which shall be treated as their Saturday and
40 Sunday, in that order. Each employee will be assigned in advance to a definite shift with designated
41 times of beginning and ending.
42

43 **Section 6.1.1. Special Shift.**

44 During summer or other periods when school is not in session, year-round employees may be
45 allowed to work a shift of four-ten (4-10) hour days. The day will consist of ten and one-half
46 (10 ½) hours with a minimum of an unpaid thirty (30) minute uninterrupted lunch as near the
47 middle of the shift as is practicable and shall also include a fifteen (15) minute paid rest period
48 in the first half of the shift and a fifteen (15) minute paid rest period in the second half of the

shift, with both rest periods being as near the middle of each half shift as is practicable. During a four-ten (4-10) hour workweek, an employee shall be paid at the overtime rate for all hours worked over forty (40) hours per week. Such shift shall be mutually agreed to by the employee and the supervisor.

Section 6.1.2. Overtime.

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

Section 6.1.3. Compensatory Time.

Only employees who work in excess of forty (40) hours in a work week, to include a holiday, may be granted compensatory time off on a one and one half (1 ½) basis in lieu of overtime compensation at the employee's option. If the request is denied for compensatory time by the employer, the employer shall pay the overtime compensation. Time off shall be at a mutually agreeable time. An employee may accumulate up to two-hundred and forty (240) hours of compensating time. When an employee reaches the two-hundred and forty (240) hour limit, he/she must either take compensating time off or receive pay for such excess hours. If compensatory time is selected, there must be a reasonable expectation that the employee will be provided an opportunity to use the accrued time. All compensatory time must be pre-approved by the employee's supervisor. Per District Policy 5231 as revised 8/27/12.

Section 6.2. Categories of Employees.

Section 6.2.1.

Full time employees are defined as employees whose work year consists of two-hundred and sixty (260) days at eight (8) hours per day.

Section 6.2.2.

Full-time employees' days of work shall be five (5) consecutive days of work followed by two (2) consecutive days of rest for fifty-two (52) weeks. Such days of work shall include accrued vacation days.

Section 6.3.

School Year Employees are those employees whose work year consists of less than two hundred and sixty (260) days per year and who do not meet the state definition of an FTE.

Section 6.3.1.

CLASSIFICATION	180 CONTRACT DAYS Plus Additional	ALL STAFF DAY (Mandatory)	ADDITIONAL DAYS
Para Educator	180 + 2 days	Yes = Day 1	Plus, choice below= Day 2 1 day before school begins, or Mid-Year Day, or 1 day after school ends
SLPA	180 + 2 days	Yes = Day 1	
Braille/Vision Specialist	180 + 2 days	Yes = Day 1	
Nurse	180 + 2 days	Yes = Day 1	

Technology Assistant	180 + 2 + 20 days	Yes = Day 1	Mid-Year Day = Day 2 10 days before school begins 10 days after school ends
Secretary	180 + 2 + 20 days	Yes = Day 1	
Support Secretary	180 + 2 days	Yes = Day 1	Mid-Year Day = Day 2
Assistant Cook Lunch Clerk	180 + 1 day	Yes = Day 1	NONE
Bus Driver	180 + 1 day	Yes = Day 1	NONE
Mechanic	180 + 1 + 10 days	Yes = Day 1	10 days as directed by Transportation Supervisor

CLASSIFICATION	260 CONTRACT DAYS	ALL STAFF DAY (Mandatory)	ADDITIONAL DAYS
Transportation/Maintenance Secretary	260 days -Year-round	Yes	Days(s) over 260 may be taken as unpaid leave subject to approval by the supervisor
Grounds/Maintenance	260 days -Year-round	Yes	
Custodian	260 days -Year-round	Yes	

Section 6.4. Hours of Work.

Section 6.4.1.

A regular work shift will consist of eight and one-half (8 ½) hours which includes an uninterrupted thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and also include a fifteen (15) minute first half and a fifteen (15) minute second half rest period, which shall also occur as near the middle of each half shift as is practicable.

Employees working during the summer break, upon approval of their supervisor, shall be allowed flexibility in scheduling their lunch break and rest periods.

Any shift of seven and one-half (7 ½) hours, up to eight (8) hours, shall receive an unpaid thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. The employee shall also receive 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.

Any shift of five and one-half (5 ½) up to, but not including seven and one-half (7 ½) hours, shall receive an unpaid thirty (30) minute uninterrupted lunch period and one (1) fifteen (15) minute rest period.

Any shift of three (3) up to five (5) hours, shall receive one (1) fifteen (15) minute rest period. Employees working up to three (3) hours shall receive no rest period.

In the event that the employee is required by his/her immediate supervisor or building administrator to remain on duty during the meal period, and is therefore required to forego the

meal period, or any portion thereof, the employee shall be compensated for the foregone meal period, or portion thereof, at the appropriate rate of pay.

Section 6.4.2.

Each employee shall be assigned to a definite work shift with designated times of beginning and ending as well as a lunch period, where appropriate. Said work shift shall be flexible to weather conditions and/or other extenuating circumstances as approved by the Superintendent.

Section 6.4.3.

Work schedules for Paraeducators shall include the following:

- Passing time between classes or other duties.
- Allowances for transition from one duty to another (example: transitioning from classroom to playground).

Section 6.5.

Each employee shall be assigned to a definite work day and work week, which shall not be changed without prior notice to the employee of three (3) calendar weeks; provided, however that this notice may be waived by the employee.

Section 6.6.

Due to employer need, any employee that is temporarily assigned to a higher paying job classification or assigned to perform the duties of a higher paying job classification shall receive the higher rate of pay at the temporarily assigned employees current step. Any employee who is temporarily assigned to duties of a lower classification will not suffer a loss in wages or hours for the duration of the assignment.

Section 6.7.

In the event of an unusual school closure due to inclement weather, plant inoperation 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, that no employee shall be entitled to any compensation in the event of actual notification by the District of the closure prior to leaving home for work.

Section 6.7.1. Operational Closure.

In the event of an unusual school closure, missed hours of work will be made up on rescheduled days. If there are waiver days, employees may charge their unworked time to sick leave, personal days, vacation days, unpaid leave or employees may elect to work the hours missed.

Section 6.7.2. Late Starts.

If there is a late start due to unsafe conditions, employees will be allowed to arrive at work when safe to do so and may elect to work the time missed upon arrangement with their supervisor. It is the employee's responsibility to contact or attempt to contact their supervisor to notify them if unable to arrive at rescheduled time.

Section 6.8.

Shifts shall be established for bus drivers in relation to routes and driving times as follows: Actual driving time, plus one hundred five (105) hours per year for vehicle cleaning, maintenance, safety

inspection, and student management; plus, eighteen (18) hours per year for drivers regularly assigned diesel powered vehicles, plus thirty (30) hours per year for to and from loading and unloading zone to and from bus garage; plus fifteen (15) hours per year for route variance; plus twelve (12) hours per year for arrival time variance.

All passenger trips other than regularly scheduled runs shall be compensated per Schedule A, or as mutually agreed upon in special cases. Drivers will receive one (1) hour for pre-trip, post-trip, fueling, cleaning, etc. on all passenger trips.

All non-passenger trips shall be compensated by the driving time rate listed in Schedule A or as mutually agreed upon in special cases. Such extra trips shall be first offered to all drivers with at least five (5) years of service with the District on a yearly seniority rotational basis. Second offering, if needed, shall be to drivers with less than five (5) years of experience; provided that all drivers for such extra trips shall be deemed, by the Superintendent, as competent to operate the assigned vehicle on the extra trip under consideration. Drivers will receive one-half (1/2) hour for pre-trip, post-trip, fueling, and cleaning on all non-passenger trips.

Section 6.8.1.

In the event that an assigned bus trip is cancelled which results in the bus driver not being able to run their regular to and from school route, then the driver shall be paid their regular salary for the to and from school route missed.

Section 6.8.2.

All trips in a school district van, SUV, or car with nine (9) students or more shall be considered an extra trip and driven by a regular driver. The following trips of nine (9) to fourteen (14) students are exempt and shall receive an automatic waiver:

- State Tennis Tournament
- State Track Meet
- State Wrestling Tournament
- Warden Wrestling Tournament
- Royal City Wrestling Tournament
- Tri-State Wrestling Tournament
- Gear-Up overnight spring trip to Seattle for college visits
- Alternative High School year-end field trip

Section 6.8.3.

Summer school assignments, after school assignments and regular driver's subbing for regular drivers, shall be assigned by seniority from the list of drivers that have signed up for these assignment opportunities on a provided sign-up sheet for each school year. Drivers may add their name to the sign-up list at any time.

Section 6.9.

The District shall pay the full cost of physical examinations required as a condition of employment. Beginning May 21, 2014, per Federal Motor Carriers Safety Administration, all medical/physical exams must be conducted by a physician who is part of the National Registry of Certified Medical Examiners.

Section 6.10. Driver's License Tests.

The District shall pay the difference between a regular driver's license and a CDL; and other related school bus endorsements for regular drivers.

Section 6.11. Called Back for Special Services.

Employees called for special services shall receive no less than two (2) hours pay per call at the rate of one and one-half (1 ½) times the employee's base hourly rate. A "special service" occurs after the employee has left their regular work location at the end of their shift and has either been called to return or has returned to a school function in the capacity as a parent or community member and been asked to perform work for the district.

Section 6.12. Bus Driver Drug and Alcohol Testing.

The District will implement mandatory bus driver drug and alcohol testing per Federal Department of Transportation (DOT) regulations and statutes.

Section 6.13. Use of Recording Equipment.

Video Cameras used on buses are intended to monitor and improve student behavior, minimize damage to buses, monitor routes when needed (with prior notification), and provide for an overall safer student transportation program. Video cameras are not intended to replace the normal driver evaluation procedures. The Transportation Supervisor will notify a driver any time video files are viewed as the result of a concern or complaint forwarded to the Transportation Department regarding activity on the driver's bus. Drivers may request to view video files from their bus, provided the request does not cause the District to incur additional compensation costs.

Section 6.14. Driver Trainer Driving Extra Trips.

The Driver Trainer may be utilized to drive extra trips and the following shall apply:

- Regular drivers shall be utilized first, on a rotational basis.
- Trips that are not chosen by regular drivers shall be available to the Driver Trainer.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

Full-time employees shall receive the following paid holidays:

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

Full-time employees shall also receive the last day of Spring Break off with pay.

1 **Section 7.1.1.**

2 Should any of the above holidays fall on a weekend, the District shall designate an alternative
3 day as a holiday, provided that such designated day shall not be on a designated day of school
4 attendance.
5

6 **Section 7.1.2.**

7 School year employees shall receive the following paid holidays:
8

- 9 1. Christmas Day
10 2. New Year's Day
11 3. Martin Luther King Day
12 4. Memorial Day
13

14 **Section 7.1.3. Unpaid Holiday for Reason of Faith or Conscience.**

15 Employees are entitled to two (2) unpaid holidays per year for reason of faith or conscience or
16 an organized activity conducted under the auspices of a religious denomination, church, or
17 religious organization. The employee may select the days on which the employee desires to
18 take the two (2) unpaid holidays after consultation with their supervisor. If an employee
19 prefers to take the two (2) unpaid holidays on specific days for the above reasons, the employer
20 must allow the employee to do so unless the employee's absence would impose an undue
21 hardship on the employer.
22

23 Employees will submit an "Unpaid Holiday" request to their immediate supervisor ten (10)
24 workdays in advance of the requested unpaid holiday. No more than two (2) employees per
25 worksite/building may be absent on an unpaid holiday on any given day. The following
26 restrictions shall apply:

- 27 • Shall not be used the two (2) weeks prior to school starting, the first two (2) weeks of
28 school or the last two (2) weeks of school.
29 • Shall not be used to extend vacations, breaks, or holiday; or
30 • As vacation days; or
31 • To shorten the employee's school year.
32

33 However, an employee may submit a written request to the Superintendent for unpaid holiday
34 leave which falls in conjunction with #1, #2 or #4 if the reason of faith or conscience is so
35 scheduled. The decision to grant a request for unpaid holiday leave for #1, #2 or #4 will be at
36 the sole discretion of the Superintendent.
37

38 **Section 7.2.**

39 Upon completion of the first year of service with the District, each full-time employee shall be granted
40 ten (10) days paid vacation per year. Each School Year employee shall receive seven and one-half (7
41 ½) days of paid vacation per year.
42

43 **Section 7.2.1.**

44 Upon completion of the fifth (5th) year of service, each full-time employee shall be entitled to
45 fifteen (15) days of paid vacation per year. Each School Year employee shall receive eleven
46 and one-half (11 ½) days of paid vacation per year.
47

1 **Section 7.2.2.**

2 Upon completion of the tenth year of service with the District, each full-time employee shall be
3 granted twenty (20) days of paid vacation per year. Each School Year employee shall be
4 entitled to fifteen (15) days paid vacation per year.
5

6 **Section 7.3.**

7 Should the years of completed service of first, fifth, or tenth occur during an employee's work year, the
8 accrued vacation days shall be calculated upon a prorated basis.
9

10 **Section 7.4.**

11 It is also mutually agreed that vacations shall be scheduled at the request of the employee unless such
12 vacation time would disrupt the normal activities of the District as determined by the immediate
13 supervisor.
14

15 Upon request of the employee to the Superintendent, a School Year employee may be allowed to take
16 all or part of his or her vacation, which is not fully accrued, during the school year. The amount used
17 will be subtracted from the amount the employee would normally receive at the end of the school year.
18

19 **Section 7.5.**

20 Eligibility for use of vacation credit shall be determined as follows:

- 21 • An employee becomes eligible to use his vacation credit after reaching his first eligibility date.
22

23 **Section 7.5.1.**

24 An employee who is separated from District employment during the course of a work year shall
25 be entitled to receive accrued and unused vacation days. Such payments will be figured on a
26 prorated basis and be included in the employee's final payment.
27

28 **Section 7.5.2.**

29 Any employee hired after the beginning of the work year shall be entitled to receive prorated
30 vacation credit for the portion of the year worked.
31

32 **Section 7.6.**

33 Five (5) vacation days currently due but unused by the new accrual date each year may be carried over
34 for one (1) year following the accrual date. No vacation may be carried over for more than one (1) year
35 beyond the date on which it became due; provided, however, no employee shall be denied accrued
36 vacation benefits due to District employment needs.
37

38 **Section 7.7.**

39 The District currently pays actual days worked. The employee may take days(s) over two-hundred and
40 sixty (260) as unpaid leave, subject to approval by the supervisor.
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ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

Sick leave shall be granted to each employee at the rate of one (1) day per month with a maximum of twelve (12) days per year for school year employees and twelve (12) days per year for full-time employees. Such leave shall be credited to each employee on September 1 of each school year.

Section 8.1.1.

When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may elect to use leave as follows:

- A. Choose unpaid leave, thus receiving only his/her entitled temporary total disability (TTD) benefit payment from the District's industrial insurance; or
- B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition to their entitled TTD benefits; or
- C. Elect to use a proportionate share of accumulated leave to make up the difference between the worker's compensation payments and the employee's regular pay at the time of injury.

Section 8.1.2.

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.

Section 8.1.3. Sick Leave Buy Back.

In January of the year following any year in which a minimum of sixty (60) days of leave illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation.

At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation for each for (4) days accrued leave for illness or injury. Maximum accumulation for such remuneration under this formula shall be one hundred and eighty (180) days.

An eligible employee means:

- Employees who separate from employment due to retirement or death;
- Employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service in SERS 3; or
- Employees who separate from employment and who are at least age fifty-five (55) and have at least fifteen (15) years of service in SERS 2.

VEBA Plan III

Employees eligible for annual sick leave buy back with a balance of at least one-hundred eighty (180) earned days of sick leave, and employees eligible for remuneration of sick leave at separation, per Section 8.1.3, may participate in the Volunteer Employee Benefit Association (VEBA). The Association and the District must sign an annual written agreement adopting or renewing the VEBA III Plan for all eligible employees in the group, per RCW 28A.400.275 (1).

Section 8.1.4. Sick Leave Incentive.

- A. Employees who utilize four (4) days or less of sick leave (illness, injury, emergency or family leave) in the current work year will be given an incentive bonus of two hundred, fifty (\$250.00) dollars to be paid in August or;
- B. Employees who utilize five (5) to eight (8) days of sick leave (illness, injury, emergency or family leave) in the current work year will be given an incentive bonus of one hundred (\$100.00) dollars to be paid in August.
- C. Employees may access this incentive for the twelve (12) days earned in the year in which the incentive is claimed. Buying back days or sharing leave counts towards days used.
- D. This section will sunset at the end of this agreement if the District does not realize at least a ten (10%) percent reduction which will be measured against the 2018-2019 school year.

Section 8.1.5. Leave Sharing

- A. Right to Donate: Employees may donate leave to come to the aid of another employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment.
- B. Minimum Accumulation: An employee who has accrued sick leave balance of more than twenty-two (22) days may donate such leave.
- C. Limits: Employees cannot donate sick leave that would result in their sick leave account going below twenty-two (22) days.
- D. Status of leave Employees: While an employee is on leave under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of sick leave in reserve.
- E. Shared leave shall be administered in conformity with rules and regulations as prescribed in RCW 41.04.650, and 41.04.665.

Section 8.1.5.1. District-Wide Sick Leave Sharing.

Sick leave sharing shall be allowed District-wide. The donation of sick leave shall be based on the donating employee's hourly rate of pay value for the time donated. Any unused donated sick leave time/value shall revert back to the donating employee.

Section 8.2. Bereavement Leave/Family Illness.

Up to five days paid bereavement leave per year shall be granted for the death of a relative or close friend. If the relative is a spouse or child of the employee, the leave may be extended up to five (5)

1 additional workdays. Such bereavement/family illness leave shall not be deducted from sick leave.
2 Bereavement/Family Illness leave is noncumulative. Use of family illness leave may require a written
3 note from the attending physician stating that the employee's presence was required. The
4 Superintendent may approve additional days with pay due to extenuating circumstances.
5

6 **Section 8.3. Personal Leave.**

7 Each employee shall be entitled to three (3) days personal leave per year with pay. Personal leave is
8 neither sick leave nor bereavement leave. Personal leave shall be used prior to a request for unpaid
9 leave. Whenever possible, such request for leave shall be submitted to the District with ten (10) days'
10 notice.
11

12 Employees hired after the beginning of the school year or working less than one hundred eighty (180)
13 days shall receive a prorated amount of personal leave for their first year of employment. The formula
14 for prorating personal leave is as follows:
15

$$16 \quad \text{Days worked}/180 \text{ days} = \% \times 3 \text{ days} = \text{Total Personal Leave.}$$

$$17 \quad \text{Example: } 145 \text{ days worked}/180 \text{ days} = 80\% \times 3 \text{ days} = 2.4 \text{ days personal leave.}$$

19
20 Further, the District agrees to "grandfather" current employees hired prior to September 2014 who
21 work less than five (5) days a week to receive their full three (3) days of personal leave. Employees
22 hired after September 2014 that work less than five (5) days per week shall have their personal leave
23 prorated each year.
24

25 **Section 8.4. Emergency Leave.**

26 Emergencies are those events which are suddenly precipitated or which is of such a nature that
27 preplanning could not relieve the necessity for the absence. The problem must be one of major
28 importance and not a mere inconvenience. Each employee shall be entitled, each contract year, to two
29 (2) days leave with pay for absence caused by emergencies. Emergency leave shall be charged against
30 sick leave.
31

32 **Section 8.5. Maternity Leave.**

33 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
34 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave
35 must return to work not later than one (1) year following the granting of the maternity leave. Such
36 employee shall notify the District thirty (30) days prior to their intended return to work. Employees
37 granted maternity leave may, at their option, be allowed compensation for maternity leave in
38 accordance with Section 8.1 above. Before returning to work, the employee must be certified by her
39 physician as ready and able to return.
40

41 **Section 8.5.1. Paternity/Co-Parent Leave.**

42 An employee, upon request, shall be granted a maximum of five (5) days leave, on or about the
43 date of their child's birth. These days are with pay, three of which are deducted from sick leave.
44 An employee may request additional days by submitting a written request to the
45 Superintendent/designee.
46
47

1 **Section 8.5.2. Adoptive/Foster Leave.**

2 For employees not qualifying for FMLA, up to thirty (30) days non-paid leave shall be granted
3 to the employee who adopts a child or has a foster child placed with them. The employee shall
4 submit a written request to the Superintendent/designee. The District shall be notified when the
5 adoption/foster proceedings have begun, and the leave shall begin at a natural break in the
6 school year or on a mutually agreed upon date. The exact date of the employee's return will be
7 determined in consultation with the Superintendent and the employee's immediate supervisor.
8

9 **Section 8.6. Judicial Leave.**

10 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
11 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
12 required presence in court. Any expense reimbursement received by a staff member for jury duty
13 performed on a contract day shall be retained by the staff member. In the event that an employee is a
14 party in a court action, including being a plaintiff against the District, this section does not apply, and
15 the employee must use personal leave or leave without pay.
16

17 **Section 8.6.1. Subpoena Leave.**

18 An unpaid leave of absence, vacation, or personal leave shall be granted when an employee is
19 subpoenaed to appear in a court of law; provided, however, that the employee so subpoenaed
20 shall promptly determine and notify the District of the number of days required for court
21 appearances. Leave herein granted is limited to those days upon which the employee must be
22 present in court for the purposes of giving testimony or participating.
23

24 **Section 8.7. Leave of Absence.**

25 **Section 8.7.1.**

26 Upon recommendation of the immediate supervisor through administrative channels to the
27 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
28 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
29 granted due to extended illness, one (1) additional year may be granted.
30
31

32 **Section 8.7.2.**

33 The returning employee shall notify the District thirty (30) days prior to the intended date of
34 return or by May 15th for the following school year, if released at that time by the doctor, and
35 will be assigned to the position occupied before the leave of absence. Employees hired to fill
36 positions of employees on leave of absence will be hired for a specific period of time, during
37 which they shall be subject to all provisions of this Agreement. It shall be the responsibility of
38 the employer to inform replacement employees of these provisions. If a current classified
39 employee was hired to fill the leave of absence position, that employee will return to his/her
40 previous position. If the position is not available, the employee will follow the process in 9.9.2.
41

42 **Section 8.7.3.**

43 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
44 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
45 the employee is on leave of absence; provided, however, that if such leave is approved for
46 extended illness or injury, seniority shall accrue.
47

- 1 A. Eligibility. To be eligible for FMLA benefits, an employee MUST have worked for at least
2 720 hours over the previous twelve (12) months.
- 3 B. Usage. Employees shall be provided twelve (12) weeks of unpaid leave during any twelve
4 (12) month period for any of the following reasons:
5 1. To care for the employee's child after birth, or placement for adoption or foster care;
6 2. To care for the employee's spouse, child, or parent who has a serious health condition; or
7 3. For a serious health condition of the employee.
- 8 C. Notification. The employee shall provide the District thirty (30) days advance notice of
9 his/her intent to use Family Leave when the need for the leave is foreseeable.
- 10 D. Job Benefits and Protection. The District shall insure the following provisions:
11 1. Maintain the employee's group health insurance coverage during the duration of Family
12 Leave. Any share of group health plan premiums which had been paid by the employee
13 prior to unpaid FMLA leave must continue to be paid by the employee during the
14 FMLA leave period;
15 2. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her
16 going on unpaid Medical Leave;
17 3. Restore the employee to his/her previous position or an equivalent position upon return
18 from Family Leave; and
19 4. Restore any employee equivalent benefits and salary that accrued prior to the start of
20 Family Leave.
21

22 **Section 8.8. Washington Paid Family Leave (WPFL).**

23 Employees are eligible for WPFL starting January 2020. The cost of the premiums shall be split as per
24 the RCW. Procedures for use of such leave shall be established by WAC. The District shall maintain
25 their portion of medical benefits when an employee is on leave. The employee shall continue to pay
26 the same out-of-pocket as prior to leave.
27
28
29

30 **ARTICLE IX**

31 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

32 **Section 9.1. Hire Date and Seniority Date.**

33 The hire date of an employee within the bargaining unit shall be established as of the date on which the
34 employee began continuous employment. The seniority date of an employee shall be established as of
35 the date on which an employee begins continuous employment within any job classification defined in
36 Article 1, Section 1.3.
37
38

39 **Section 9.2.**

40 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working
41 days following the hire date. During this probationary period, the District may discharge such
42 employee at its discretion.
43
44

45 **Section 9.3.**

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

Section 9.4.

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

- A. Resignation;
- B. Discharge for justifiable cause; or
- C. Retirement.

Section 9.5.

Seniority rights shall not be lost and shall accrue for the following reasons, without limitations;

- A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- B. Time on leave of absence granted for the purposes of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leave; or
- D. Time spent in layoff status as hereinafter provided.

Section 9.6.

Seniority rights shall be effective within the general job classifications are those set forth in Article 1, Section 1.3.

Section 9.7.

The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods, special services, promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. Seniority rights shall be District-wide in the event there are no applications within the classification of the new or open position(s). If the District determines seniority rights should not govern because an 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 Association President its reasons why the senior employee or employees have been bypassed. All in-district applicants shall be considered/ interviewed prior to consideration/interviews of outside applicants. The Decision of the District to hire or not hire an employee that is not within classification for the posted position is not grievable.

Section 9.8.

Employees who change job classifications within the bargaining unit shall retain their seniority dates in the previous classifications, notwithstanding that they have acquired a new classification seniority date. Employees hired into a different job classification shall retain their years of service (longevity) with the District.

Section 9.9.

The District may publicize within the bargaining unit and outside the bargaining unit concurrently, unless the position is being offered "in-house" only. A copy of the job posting shall be forwarded to the President of the Association and to the Association representative of the classification concerned within five (5) workdays. During any schedule break, when an opening occurs, a copy of the job posting shall be forwarded to each employee electronically (employees shall provide the District with their home email), unless employees notify the District Office in writing prior to the last day of the school year to have postings mailed to them. The decision of the District to hire or not hire an employee that is not within classification for the posted position is not grievable.

1 **Section 9.9.1. Additional Assigned Time.**

2 The employer may add one (1) hour or less to an employee's daily time without posting.
3 Additional work time of one (1) hour or less shall be offered within building by seniority where
4 current schedules are not disrupted. Increases to currently staffed child specific positions and
5 self-contained classroom positions shall first be offered to the staff holding those specific
6 positions. All of the extra assigned time will end at the conclusion of the school year or when
7 the need for such time no longer exists (i.e. the student moves).

8
9 **Section 9.10.**

10 Employees within the posted specific job classification, upon submitting a Letter of Interest to the
11 District, shall be considered and interviewed for any new or open position within their classification.
12

13 **Section 9.11. Lay-Off Notification.**

14 The District shall notify employees of intent to layoff for the next school year, thirty (30) days prior to
15 the employee's last working day of the current school year. These timelines are null and void in a levy
16 year. In a levy year, notification would be June 1st.
17

18 **Section 9.12. Employee's Two Week Notice to Employer.**

19 The employee shall provide at least two (2) weeks' notice of his/her intention to sever employment
20 with the District. This two (2) week requirement may be waived by mutual agreement of the District
21 and the employee.
22

23 **Section 9.13. Retirement/Resignation Notification.**

24 Employees that notify the District by February 1 of their plans to retire or resign at the end of the
25 school year, shall receive from the District, three hundred (\$300.00) dollars. Employee must work a
26 minimum of five (5) years with the Tonasket School District to receive this benefit.
27

28 **Section 9.14. Bumping Rights.**

29 Whenever a classified employee's position is terminated or an employee is laid off, that employee shall
30 have the right to "bump" an employee with less seniority within the same job classification, subject to
31 Section 9.7, even if that employee has more hours. During the school year the bumping process shall
32 occur within ten (10) working days from the notice of termination or being laid off. The employee will
33 initiate the process.
34

35 **Section 9.15. Re-employment Rights.**

36 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
37 District according to layoff ranking. Such employees are to have priority, except as provided in Section
38 9.7, in filling an opening in the classification held immediately prior to layoff. Names shall remain on
39 the re-employment list for two (2) years.
40

41 **Section 9.16. Notification Information.**

42 Employees on layoff status shall provide the District with their current address and telephone
43 number(s). Employees may also provide a current e-mail address to the District. All information and
44 preference of notification method must be provided in writing to the District office. It is the
45 employee's responsibility to notify the District, in writing, of any change of address, phone number(s)
46 or e-mail address.
47

1 **Section 9.17. Re-employment Non-Compliance.**

2 An employee shall forfeit rights to re-employment as provided in Section 9.10 if the employee does
3 not comply with the requirements of Section 9.11, or if the employee does not respond to the offer of
4 re-employment within fifteen (15) days.

5
6 **Section 9.18. Rejection of Re-employment offer.**

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

10
11
12
13 **ARTICLE X**

14
15 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

16
17 **Section 10.1.**

18 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
19 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
20 If the District has reason to reprimand an employee, it shall be done in a manner which will not
21 embarrass the employee before other employees or the public. Any complaint of an employee,
22 supervisor, manager, building administrator, or individual member of the school board shall be made
23 in private and in confidence. All disciplinary actions shall be made in private and in confidence.

24
25 **Section 10.1.1. Progressive Discipline.**

26 Steps shall normally be as follows:

27 Pre-Discipline: Counseling and Verbal Warning and Letters of Direction (Documentation
28 will be placed in the supervisor's working file and is not considered
29 discipline.

30 Step 1: Written Warning

31 Step 2: Written Reprimand

32 Step 3: Suspension without pay (may be either short-term or long-term)

33 Step 4: Recommendation for Discharge from employment.

34
35 Leave with pay is considered part of an investigatory process to protect the rights of all parties
36 and is not considered discipline.

37
38
39
40 **ARTICLE XI**

41
42 **INSURANCE AND RETIREMENT**

43
44 **Section 11.1. Insurance Benefits.**

45 Effective January 1, 2020, the District shall provide qualified employees with insurance benefits that
46 align with the rules and regulations set by the School Employee Benefit Board (SEBB).

1 A. Availability:

- 2 1. Qualified employees who work or will work a minimum of six hundred, thirty (630) hours
3 during the year.
4 2. Open enrollment is October 1 through November 15 per SEBB.
5 3. SEBB insurance plan information shall be provided to eligible employees during
6 orientation or within ten (10) workdays of hire and at each open enrollment.
7 4. Employees are responsible for enrolling online or with forms provided by SEBB.
8

9 B. Benefits:

- 10 1. Qualified employees will be provided SEBB benefits that include medical, dental, vision,
11 basic life/accidental insurance, long-term disability insurance and retiree subsidy (formerly
12 Health Care Authority (HCA).
13 2. Employees may select a carrier approved by SEBB.
14

15 C. Premiums:

- 16 1. The District shall pay their portion of the employee premium as established by SEBB.
17 2. Employees will be responsible for their portion of the premium.
18 3. Any additional premium surcharges will be paid by the employee.
19
20

21 **Section 11.2.**

22 The District agrees to indemnify and hold harmless any employee subject to this Agreement from
23 financial loss, including reasonable attorney's fees for action arising from any act or omission that was
24 within the scope of the employee's employment or direction by the Board. District shall carry liability
25 insurance to cover the above. If any change, employees will be notified.
26

27 **Section 11.3.**

28 The District shall make required contributions for State Industrial Insurance program or to a
29 cooperative pool, trust or self-insurance program as provided by law.
30

31 **Section 11.4.**

32 The District shall make contributions to the ESD-171 Unemployment Pool requisite to providing
33 unemployment benefits for all employee's subject to this Agreement.
34

35 **Section 11.5.**

36 In determining whether an employee subject to this Agreement is eligible for participation in the
37 Washington State School Employees' Retirement System, the District shall report all hours worked,
38 whether straight time, overtime, or otherwise.
39
40
41

42 **ARTICLE XII**

43 **VOCATIONAL TRAINING**

44 **Section 12.1. Professional Development for Classified Employees.**

- 45
46 A. The district shall make available three thousand (\$3,000.00) dollars in professional
47 development funds to classified employees.
48

- 1 B. PSE employees shall use the attached Professional Development application (appendix B) to
2 utilize the funds.
- 3 C. A joint committee consisting of PSE and district representatives shall decide to whom the funds
4 will be awarded and the amount awarded.
- 5 D. The funds may be used for the following: tuition, credit and course fees, applicable travel
6 expenses and lodging.
- 7 E. Salary to the employee will be paid if the training occurs during their regular work hours.
8 Employee-selected professional development outside of normal working hours will not be paid.
- 9 F. If the training is required by the District: a) Travel and training costs will be provided; b) The
10 employee's wages will be paid if training takes place outside of regular scheduled hours.
- 11 G. These professional development funds shall not be used to replace or in lieu of building or
12 administrator's budgets.
- 13
14
15

16 ARTICLE XIII

17 ASSOCIATION MEMBERSHIP

18 **Section 13.1. Association Membership.**

19 The parties recognize that each employee has the right to become a member of the Association and the
20 District will not discriminate, restraint, retaliate, coerce or interfere against any employee in that
21 process.
22
23
24

25 **Section 13.2. Deductions and Transmittal of Dues.**

26 PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the
27 custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those
28 records. The parties further agree PSE will establish the procedure that clearly outlines the
29 membership process, which will be provided to the District at the beginning of each school year. The
30 District shall deduct PSE dues, assessments, service charges or voluntary political contributions from
31 the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The District
32 shall transmit all such funds deducted to the Treasurer of the Public School Employees of
33 Washington/SEIU Local 1948 on a monthly basis.
34

35 **Section 13.2.1. Dues Authorizations.**

36 As the custodian of the records related to dues authorizations, the following types of dues
37 authorizations shall be utilized: paper form, voice authorization or by E-Signature in
38 accordance with "E-Sign". PSE will provide a list of those members who have agreed to union
39 membership directly with the Association via any of the above methods. In addition, upon
40 request, access will be given to the District to the .wav files associated with the voice
41 authorizations.
42

43 **Section 13.3. District Held Harmless.**

44 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
45 and the Association shall indemnify and hold the District harmless for any and all claims, grievances,
46 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action
47 taken by the District for the purpose of complying with any of the provisions of this Article of the
48 Agreement.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1. Purpose.

The purpose of the procedure is to provide an orderly method of resolving grievances or complaints arising between the District and its employees within the bargaining unit 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. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Nothing contained in this Article shall limit the right of employees to pursue adjustment of their grievances according to RCW 41.56.080.

Section 14.1.1. Definitions.

- A. Grievant: A grievant is an employee, or in the case of the Union's contractual rights, the union.
- B. Grievance: A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- C. Days: Days in this procedure are normal District office workdays.

Section 14.1.2. Timelines.

Grievances shall be processed in the following manner and within the stated time limits. Time limits shall be calculated commencing on the day after the event or occurrence triggering the running time limit. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure on the part of the grievant (employee or union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 14.2. Process.

Section 14.2.1. Step 1. Informal level – Submission of Grievance to Supervisor.

Employees shall first discuss and attempt to resolve the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at all steps of the grievance. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing. The immediate supervisor shall respond within ten (10) days of the employee's presentation. The response at this level may be oral or written.

Section 14.2.2. Step 2. Formal Level – Written Submission of Grievance to Supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the supervisor's

1 response at Step I, or within ten (10) days after the deadline for the supervisor's response,
2 whichever is earlier. The written grievance shall contain the following:

- 3 A. The facts on which the grievance is based;
- 4 B. A reference to the provisions in this Agreement which have been allegedly violated; and
- 5 C. The remedy sought.

6
7 A meeting may be held at Step 2, between the grievant and the supervisor. The immediate
8 supervisor shall inform the employee and the union in writing of the disposition of the
9 grievance within ten (10) days of the presentation of the written grievance or within ten (10)
10 days following the meeting, whichever is earlier. If an agreeable disposition has been made, the
11 aggrieved party shall terminate the grievance in writing within ten (10) days.

12 13 14 **Section 14.2.3. Step 3. Superintendent Level.**

15 **A. Individual Grievance**

16 If the grievance is not settled at Step 2 and the Union believes the grievance to be valid, a
17 written statement of the grievance shall be submitted within ten (10) days to the District
18 Superintendent. After submission of the grievance, the parties will have ten (10) days to
19 meet to resolve the grievance. A written statement of the disposition shall be given to the
20 aggrieved and the Union within ten (10) days of the meeting. If an agreeable disposition
21 has been made, the aggrieved party shall terminate the grievance in writing within ten
22 (10) days.

23 24 **B. Union Grievance**

25 A grievance which the Union may have against the employer, limited as aforesaid to
26 matters dealing with the interpretation or application of terms of this Agreement relating
27 to union rights, shall be commenced by filing in writing (in format of Step 2 above) with
28 the Superintendent. Such filing shall be within thirty (30) days after the event is known.
29 The Superintendent will schedule a meeting to discuss the grievance within ten (10) days
30 and issue a written decision within ten (10) days of the date of the grievance meeting.

31 32 **Section 14.2.4. Step 4. School Board.**

33 If no settlement is reached in Step 3 and the Union believes the grievance to be valid, a written
34 statement of grievance shall be submitted within ten (10) days to the School Board, after receipt
35 of the Superintendent's written response in Step 3. The grievance shall be heard by the School
36 Board during an exempt, private portion of its next regular meeting, or at a special meeting to
37 be held no more than thirty (30) days from submission of the written grievance to the Board.
38 The grievant(s) shall be allowed to appear before the Board to provide a presentation to the
39 Board in an exempt, private portion of the meeting. A disposition must be entered at the
40 School Board level within twenty (20) days after the conclusion of the meeting.

41 42 **Section 14.2.5. Step 5. Arbitration.**

43 If no settlement has been reached within the twenty (20) days referred to in the preceding
44 subsection, and the Association believes the grievance to be valid, the grievant(s) may demand
45 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
46 interpretation or the application of this Agreement shall then be submitted to arbitration under
47 the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually
48 agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of

the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them.

Section 14.2.6. Limits of the Arbitrator.

The arbitrator cannot order the Employer to take action contrary to the law.

Section 14.2.7. No Duty to Maintain Status Quo.

The Employer has no duty to maintain status quo or to restore the status quo pending arbitration. But if return to status quo is ordered by the arbitrator, the return shall be affected as per the arbitrator's award.

Section 14.2.8. Freedom from Reprisal.

There will be no reprisals against the grievant or others as a result of his/her participation in this process.

Section 14.3. Grievance Release Time.

In the event the grievance or arbitration discussions occur during regular employment time, the District shall provide release time without loss of compensation limited to the grievant, required witnesses, and one (1) Union Chapter Representative unless otherwise approved by the District. It is recognized that meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place outside the employee's work days and are not to be compensated by the District.

ARTICLE XV

TRANSFER OF PREVIOUS EXPERIENCE

Section 15.1. Washington School District Experience.

An employee who leaves a school district within the State of Washington and commences employment shall retain the same longevity, leave benefits, and other benefits (including years of experience on the salary schedule and vacation credit) that the employee had in his or her previous position, unless the district's system for computing such benefits differs from that of the previous school district, in which event the employee shall be granted the same longevity, leave benefits, and other benefits (including years of experience on the salary schedule and vacation credit) as an employee of the Tonasket School District who has similar occupational status and total years of service; provided, that the employee shall not retain any seniority rights when leaving one school district and beginning employment with Tonasket School District.

If the employee is hired into a classification different than the classification held at the previous school district, the employee shall be granted the same longevity, leave benefits, and other benefits (including years of experience on the salary schedule and vacation credit) as an employee of the Tonasket School District who makes such a change in classification.

Section 15.1.1. Consideration of Prior Experience.

New employees with similar job experience, but not school district experience or employees that have changed job classification within the bargaining unit shall be placed at Step 1 on Schedule A. Both new employees and employees that have changed job classifications shall be

1 allowed to provide proof of prior work experience to be considered for placement on a higher
2 wage step on Schedule A. This proof of prior work experience must be submitted to the
3 District Office within thirty (30) workdays of hire date or placement in the new classification.
4 The District will make the determination and will inform the employee and the Association of
5 their decision. The necessary documentation required for the employee to provide proof of
6 prior work experience shall be given to the new hire as part of their orientation. If the District's
7 decision is movement to a higher wage step, the higher wage shall be retroactive to the date of
8 hire. The prior work experience form shall be appendix A and attached to the contract.

9
10 If there is difficulty in filling a position due to wages, both parties agree to negotiate the wage
11 and/or placement on Schedule A.
12
13
14

15 **ARTICLE XVI**

16 **SALARIES AND EMPLOYEE COMPENSATION**

17 **Section 16.1.**

18 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
19 worked. Each employee shall receive a full accounting and itemization of authorized deductions,
20 hours worked, and rates paid with each paycheck. During the summer break, employees can pick up
21 their pay statement at the District Office.
22
23
24

25 **Section 16.2.**

26 Salaries for employee's subject to this Agreement, during the term of this Agreement, are contained in
27 Schedule A attached hereto and by this reference incorporated herein.
28
29

30 **Section 16.2.1.**

31 This Agreement shall be reopened annually to renegotiate Schedule A.
32

33 **Section 16.2.2.**

34 Increments (the step movement based on years of service) will be paid for each year of this
35 Agreement.
36

37 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
38 terms and conditions of Article XVII, Section 17.3. Should the date of execution of this
39 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
40 to the effective date.

41 **Section 16.2.3.**

42 Incremental steps, where applicable, shall take effect on the start day of the school year, even if
43 the school year begins prior to September 1 during the term of this Agreement; provided, the
44 employee has been actively employed continuously for at least ninety (90) days the previous
45 employment year.
46
47
48

1 **Section 16.3.**

2 For the purpose of calculating daily hours, time working shall be rounded to the next one-quarter (1/4)
3 hour.

4
5 **Section 16.4. Shift Differential Pay.**

6 For the purpose of determining shift premiums, an employee's shift shall consist of the one in which
7 the majority of his/her work hours fall:

8 Shifts are: Days-7:00 a.m. to 3:30 p.m.

9 Swing-3:00 p.m. to 11:30 p.m.

10
11 **Section 16.5.**

12 Employees required to remain overnight on District business shall be reimbursed for room and board
13 expenditures per District policy and procedures 6213 as revised 1/28/13 and 6213P as revised 9/15/15.

14
15 **Section 16.6. Perfect Attendance.**

16 The district will provide three hundred (\$300.00) dollars per employee for perfect attendance
17 [excluding paid vacation, personal leave, bereavement and approved professional development].
18 Employees using sick leave or other unapproved or approved leaves would not be eligible for this
19 benefit. Other leaves could be leave without pay, emergency leave (which is taken from sick leave),
20 paternity leave (which is taken from sick leave), etc.

21
22 **Section 16.7. The District shall pay for the following:**

- 23 • Food Handlers Permits as required for current employees.
- 24 • Annual license for the SLPA.
- 25 • Annual license for the School Nurse.
- 26 • Protective safety wear and all laundry expenses for the mechanic.
- 27 • The license fee for current employees required to apply chemicals.
- 28 • First Aid training, as required for current employees.
- 29 • Fingerprinting reimbursement.
- 30 • Emergency Teacher Certification.

31
32 **Section 16.8. Retroactive Pay.**

33 Retroactive pay, if applicable, shall be paid on the first regular payday following agreement on such
34 pay, if possible, and in any case not later than the second regular payday.

35
36 **Section 16.9. Payroll Errors.**

37 Errors will be corrected on the next paycheck in full. Should the District overpay an employee, the
38 employee shall be allowed to repay the overpayment by monthly payments until paid in full (the
39 reimbursement timeline and a reasonable payment amount shall be mutually agreed upon by both the
40 employee and District). The District also has the option to assign work to the employee until the
41 overpayment is paid back. Should the employee leave the employment of the District, the balance
42 shall be withheld from the employee's last paycheck. Reference RCW 49.48.200 and RCW 49.48.210
43 (10) and (11 b & c).

ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.

The term of this Agreement shall be September 1, 2019 through August 31, 2021.

Section 17.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date.

Section 17.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein to benefit classified employees.

Section 17.4.

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

Section 17.5.

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

Section 17.6.

The Tonasket PSE agrees to cooperate with the District in developing and implementing training and service programs for individuals under such programs as "Work First," "Career Path," and "AmeriCorps."

The District in return agrees that the following conditions will be in place prior to the implementation of any such programs:

1. Trainers working under these types of programs will be assigned to a classified employee currently working in the assignment where the training is being sought.
2. No employee within a specific classification will be on lay-off status while a trainee is active within that classification.
3. No employee within a specific classification shall suffer a reduction in working hours while a trainee is active within that classification.
4. AmeriCorps members will be assigned to a supervisor. No employee within a specific classification shall be replaced by an AmeriCorps member.

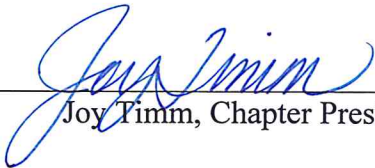
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

TONASKET CHAPTER

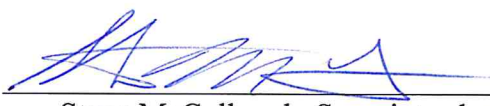
TONASKET SCHOOL DISTRICT #404

BY:



Joy Fimm, Chapter President

BY:



Steve McCullough, Superintendent

DATE:

11-19-19

DATE:

11/19/19

SCHEDULE A
TONASKET SCHOOL DISTRICT
September 1, 2019 - August 31, 2020

Salary Steps	0	1	2	3	4	5	10**	15**	20**	25**	30**
<u>Para-Educator</u>											
Para-Educator	\$15.67	\$16.06	\$16.45	\$16.84	\$17.23	\$17.63	\$18.13	\$18.63	\$19.38	\$20.13	\$20.88
MEP Recruiter	\$15.67	\$16.06	\$16.45	\$16.84	\$17.23	\$17.63	\$18.13	\$18.63	\$19.38	\$20.13	\$20.88
Sped Para-Educator	\$16.19	\$16.59	\$17.00	\$17.40	\$17.81	\$18.21	\$18.71	\$19.21	\$19.96	\$20.71	\$21.46
<u>Secretary</u>											
Secretary	\$17.98	\$18.43	\$18.88	\$19.33	\$19.78	\$20.23	\$20.73	\$21.23	\$21.98	\$22.73	\$23.48
<u>Professional/Technical</u>											
Nurse	\$32.77	\$33.59	\$34.41	\$35.23	\$36.05	\$36.87	\$37.37	\$37.87	\$38.62	\$39.37	\$40.12
LPN	\$20.05	\$20.55	\$21.06	\$21.56	\$22.06	\$22.56	\$23.06	\$23.56	\$24.31	\$25.06	\$25.81
SLPA	\$20.05	\$20.55	\$21.06	\$21.56	\$22.06	\$22.56	\$23.06	\$23.56	\$24.31	\$25.06	\$25.81
Sign Lang/Braille	\$20.05	\$20.55	\$21.06	\$21.56	\$22.06	\$22.56	\$23.06	\$23.56	\$24.31	\$25.06	\$25.81
Technology Assistant	\$19.60	\$20.09	\$20.58	\$21.07	\$21.56	\$22.05	\$22.55	\$23.05	\$23.80	\$24.55	\$25.30
<u>Campus Support</u>											
	\$13.50	\$13.84	\$14.18	\$14.51	\$14.85	\$15.19	\$15.69	\$16.19	\$16.94	\$17.69	\$18.44
<u>Custodial/Maintenance</u>											
Bldg Main/Grounds	\$18.78	\$19.25	\$19.72	\$20.19	\$20.66	\$21.13	\$21.63	\$22.13	\$22.88	\$23.63	\$24.38
Maintenance/Grounds	\$16.89	\$17.31	\$17.74	\$18.16	\$18.58	\$19.00	\$19.50	\$20.00	\$20.75	\$21.50	\$22.25
Custodian Day Shift	\$16.89	\$17.31	\$17.74	\$18.16	\$18.58	\$19.00	\$19.50	\$20.00	\$20.75	\$21.50	\$22.25
Custodian Swing Shift	\$17.26	\$17.70	\$18.13	\$18.56	\$18.99	\$19.42	\$19.92	\$20.42	\$21.17	\$21.92	\$22.67
<u>Transportation</u>											
Mechanic	\$20.47	\$20.98	\$21.49	\$22.00	\$22.51	\$23.03	\$23.53	\$24.03	\$24.78	\$25.53	\$26.28
Asst. Mechanic	\$18.58	\$19.05	\$19.51	\$19.98	\$20.44	\$20.91	\$21.41	\$21.91	\$22.66	\$23.41	\$24.16
Bus Driver	\$19.56	\$20.05	\$20.54	\$21.03	\$21.52	\$22.00	\$22.50	\$23.00	\$23.75	\$24.50	\$25.25
*Bus Driver Trainer	\$20.06	\$20.55	\$21.04	\$21.53	\$22.02	\$22.50	\$23.00	\$23.50	\$24.25	\$25.00	\$25.75
<u>Food Service</u>											
Asst. Cook	\$16.11	\$16.51	\$16.91	\$17.31	\$17.72	\$18.12	\$18.62	\$19.12	\$19.87	\$20.62	\$21.37
Lunch Clerk	\$15.40	\$15.79	\$16.17	\$16.56	\$16.94	\$17.33	\$17.83	\$18.33	\$19.08	\$19.83	\$20.58

Longevity **

Employees with 10 years of service receive an added 50 cents to the 5 year rate.
 Employees with 15 years of service receive an added 50 cents to the 10 year rate.
 Employees with 20 years of service receive an added 75 cents to the 15 year rate.
 Employees with 25 years of service receive an added 75 cents to the 20 year rate.
 Employees with 30 years of service receive an added 75 cents to the 25 year rate.

Stipends: All Para's that were employed by 8/31/06 had to meet the requirements of No Child Left Behind to retain their employment. All Para's hired after that date; requirements were a condition of employment. Current secretarial staffs, as of the 2007/2008 school year, are grandfathered in and may earn a degree to qualify for a stipend.

The single highest stipend applies:

Title I 10 cents per hour
 AA 25 cents per hour
 BA/BS 50 cents per hour

Extra Bus Trip Supplemental Salary Rates:

Driving Time Paid at Driver's rate per hour
 Standby Time 75% of Bus Driver Step 0
 *Bus Driver Trainer Paid at regular rate per hour plus fifty cents (\$.50) per hour

Substitute Salary Rates:

Secretarial	\$14.00	Para Educator	\$13.50
Bus Driver	Step 0	Assistant Cook	\$13.50
Mechanic Extra Help	\$15.28	Maintenance Extra Help	\$13.50
Grounds/Custodian	\$13.50		



Appendix A

Tonasket School District/PSE Contract

Article XV, Section 15.1.1 Consideration of Prior Experience

New employees with similar job experience, but not school district experience or employees that have changed job classifications within the bargaining unit shall be placed at Step 1 on Schedule A. Both new employees and employees that have changed job classifications shall be allowed to provide proof of prior work experience to be considered for placement on a higher wage step on Schedule A.

Employee has 30 work days to provide the required documentation to determine placement of his/her salary step, otherwise salary step will be 1.

DOCUMENTATION REQUIRED (in addition to one of the acceptable from list below):

☐ Work Experience (Examples):

- Statement from previous employer verifying relevant work experience
- Letter from business owner or human resources department
- W-2's from pertinent employers, such as contractors
- Business License

☐ Job Description of Past Employment (Examples):

- If no job description available from past employer, provide your own and have it verified by previous employer
- Resume

Please provide the following information in addition to the acceptable documentation:

PRIOR EXPERIENCE

Name of past employer/organization: _____

Requested Salary Step Placement: _____

I am requesting experience credit for similar previous job experience and understand that it is the District's authority to determine adequate and acceptable experience credit.

SIGNATURE

DATE

Appendix B

Tonasket School District/PSE Contract

Article XII, Section 12.1 Professional Development for Classified Employees

PSE Personal/Professional Development Funding Application

1. Specific amount of funds requested: _____ Date funds needed: _____

2. Brief description of how the funds will be used:

3. How will this training enhance your job performance?

Applicant Signature

Date

Received By: _____

Date Received: _____

Funding Approved: ☐ Yes ☐ No

Approved Amount: _____

Committee Notes:

District Representative Date

PSE Representative Date

District Representative Date

PSE Representative Date

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 TONASKET CHAPTER AND TONASKET SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Both parties agree to the following:

Many PSE members are doing quite a bit of work that is different than their normal work responsibilities. The District and PSE agree to suspend Section 3.7. Evaluations of the current CBA for the 2019-2020 school year:

Section 3.7. Evaluations.

The District shall provide each classified employee with an annual written evaluation. All evaluations shall use the form(s) that are attached to this Agreement. The employee evaluation shall be completed at least ten (10) workdays prior to the conclusion of the employee's contracted work year. As part of the annual evaluation, a conference between the evaluating supervisor/administrator and the employee shall be held. A copy of the evaluation must be given to the employee at the conference or within ten (10) workdays of the evaluation conference. Employees may attach comments within thirty (30) business workday of receiving the written evaluation. Employees shall sign the evaluation. This signature only acknowledges receipt of the evaluation.

It is not a legal requirement to evaluate classified employees each year. Although it is not a legal requirement, we do have evaluation language in our contract. PSE and the school district have agreed to suspend that language for the 2019-2020 school year. PSE members will not receive an evaluation for the 2019-2020 school year. In place of an evaluation this year, HR will place a document in each PSE employee's personnel file that states that due to the COVID-19 health issue during the 2019-2020 school year no classified evaluations were submitted.

The District and PSE are aware there may be individual evaluations that are necessary to complete in the 2019-2020 school year and those evaluations will be addressed on a case by case basis mutually agreed upon by the District and PSE.

This Memorandum of Understanding shall become effective upon signature of both parties and shall remain in effect until August 31, 2020.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
TONASKET CHAPTER

TONASKET SCHOOL DISTRICT #404

BY: Joy Timm
Joy Timm, Chapter President

BY: Steve McCullough
Steve McCullough, Superintendent

DATE: June 1, 2020

DATE: 6/4/20



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 TONASKET CHAPTER AND TONASKET SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Both parties agree to the following pertaining to the current bargaining language specific to layoff (Article IX, Section 9.11) due to the current COVID Pandemic.

We agree to utilize Employment Security's Shared Work Program which will allow employees to continue to work between 50% and 90% of their normal work hours and be eligible to apply for unemployment benefits through the Shared Work Program. Benefit eligibility is based on Employment Security rules and regulations. Work performed during this time will vary and may be outside of the current agreement. Staff will maintain their current classification even though the work may be different. Through this program staff will maintain insurance benefits at their current level and Tonasket School District will contribute to their retirement plan at the current level.

It is understood that this agreement may be reevaluated by the Tonasket School District #404 and may be terminated or extended based on current pandemic situation.

This Memorandum of Understanding shall become effective upon signature of both parties and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
TONASKET CHAPTER

TONASKET SCHOOL DISTRICT #404

BY: Joy Timm
Joy Timm, Chapter President

BY: Steve McCullough
Steve McCullough, Superintendent

DATE: Aug 24, 2020

DATE: 8/24/20

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON /SEIU LOCAL 1948, TONASKET PSE CHAPTER AND THE TONASKET SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree that the following section, as it formerly appeared in the collective bargaining agreement, will remain in full force until December 31, 2019, or until the State Health Care Authority fully implements providing health care benefits to school employees via the School Employee Benefits Board (SEBB). On January 1, 2020, or when SEBB is fully operational, this language will become null and void.

Article XI Insurance and Retirement

Section 11.1.

The District shall pay the state funded amount per month per FTE on a pooled basis for health benefits. The pool shall include all personnel covered by the PSE contract. A definition of 1,440 payroll hours shall be used for an FTE with no person exceeding one FTE.

Each employee on or before October 1st shall select the coverage option of their choice to be effective for the current year, provided, persons joining District employment after October 1 shall select the plan or coverage option on or before the fifth (5) day of work with such coverage coming into effect upon the first day of the next calendar month.

The District paid monthly premium shall be as follows per employee:

- Annual Offer of Employment Payroll Hours/1,440 x State Funded Amount
- 1,440 Plus Annual Offer of Employment Payroll Hours = State Funded Amount

In the event that the monthly allocated amount for an employee exceeds the monthly premium of the plan and coverage selected, then the amount by which the allocated amount exceeds the premium amount shall go into a pool to be distributed as follows: All pool dollars shall be divided based on insurance FTE among those persons subject to an out-of-pocket deduction.

Section 11.1.1. Mandatory Out-of-Pocket.

Employees who elect medical coverage must pay a minimum out-of-pocket premium. Employees not paying any out-of-pocket costs shall pay one (\$1.00) dollar per month and the out-of-pocket amount will be placed into the insurance pool for out-of-pocket costs for employee spouse, employee child or employee family coverage.



1 **Section 11.2.**

2 The order of payment for insurance premium costs shall be: First payment shall be toward any
3 mandatory benefit plans, as voted upon by PSE (which could include dental or vision) and the second
4 payment shall be for the premium cost of District/PSE approved medical insurance plans.
5

6 **Section 11.3. Health Care Authority Carve-Out.**

7 For those employees who qualify for health benefits, the Tonasket School District shall pay one
8 hundred (100%) percent of the Health Care Authority (HCA) carve-out.
9

10
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13
14 This Memorandum of Understanding shall become effective upon signature of both parties and shall be
15 attached to the current Collective Bargaining Agreement.
16

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21 PUBLIC SCHOOL EMPLOYEES OF
22 WASHINGTON/SEIU LOCAL 1948
23

24 TONASKET CHAPTER

25
26
27 BY: Joy Timm
28 Joy Timm, Chapter President
29

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31 DATE: 11-19-19
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TONASKET SCHOOL DISTRICT #404

BY: Steve McCullough
Steve McCullough, Superintendent

DATE: 11/19/19

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 TONASKET CHAPTER AND TONASKET SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

See the attached 2020-2021 Schedule A.

This Letter of Agreement shall become effective September 1, 2020 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
TONASKET CHAPTER

TONASKET SCHOOL DISTRICT #404

BY: Joy Timm
Joy Timm, Chapter President

BY: Steve McCullough
Steve McCullough, Superintendent

DATE: 12-2-2020

DATE: 11/19/20

**SCHEDULE A
TONASKET SCHOOL DISTRICT
SEPTEMBER 1, 2020 – AUGUST 31, 2021**

<u>Salary Steps</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>10**</u>	<u>15**</u>	<u>20**</u>	<u>25**</u>	<u>30**</u>
<u>Para-Educator</u>											
Para-Educator	\$16.08	\$16.48	\$16.88	\$17.28	\$17.69	\$18.09	\$18.59	\$19.09	\$19.84	\$20.59	\$21.34
MEP Recruiter	\$16.08	\$16.48	\$16.88	\$17.28	\$17.69	\$18.09	\$18.59	\$19.09	\$19.84	\$20.59	\$21.34
Sped Para-Educator	\$16.61	\$17.03	\$17.44	\$17.86	\$18.27	\$18.69	\$19.19	\$19.69	\$20.44	\$21.19	\$21.94
<u>Secretary</u>											
Secretary	\$18.45	\$18.91	\$19.37	\$19.83	\$20.30	\$20.76	\$21.26	\$21.76	\$22.51	\$23.26	\$24.01
<u>Professional/Technical</u>											
Nurse	\$33.62	\$34.46	\$35.30	\$36.14	\$36.98	\$37.82	\$38.32	\$38.82	\$39.57	\$40.32	\$41.07
Health Room Assistant	\$18.45	\$18.91	\$19.37	\$19.83	\$20.30	\$20.76	\$21.26	\$21.76	\$22.51	\$23.26	\$24.01
LPN	\$20.57	\$21.09	\$21.60	\$22.11	\$22.63	\$23.14	\$23.64	\$24.14	\$24.89	\$25.64	\$26.39
SLPA	\$20.57	\$21.09	\$21.60	\$22.11	\$22.63	\$23.14	\$23.64	\$24.14	\$24.89	\$25.64	\$26.39
Sign Lang/Braille	\$20.57	\$21.09	\$21.60	\$22.11	\$22.63	\$23.14	\$23.64	\$24.14	\$24.89	\$25.64	\$26.39
Technology Assistant	\$20.11	\$20.61	\$21.12	\$21.62	\$22.12	\$22.62	\$23.12	\$23.62	\$24.37	\$25.12	\$25.87
<u>Campus Support</u>											
Campus Support	\$13.85	\$14.20	\$14.54	\$14.89	\$15.24	\$15.58	\$16.08	\$16.58	\$17.33	\$18.08	\$18.83
<u>Custodial/Maintenance</u>											
Bldg Maint/Grounds	\$19.27	\$19.75	\$20.23	\$20.71	\$21.20	\$21.68	\$22.18	\$22.68	\$23.43	\$24.18	\$24.93
Maintenance/Grounds	\$17.33	\$17.76	\$18.20	\$18.63	\$19.06	\$19.50	\$20.00	\$20.50	\$21.25	\$22.00	\$22.75
Custodian Day Shift	\$17.33	\$17.76	\$18.20	\$18.63	\$19.06	\$19.50	\$20.00	\$20.50	\$21.25	\$22.00	\$22.75
Custodian Swing Shift	\$17.71	\$18.15	\$18.59	\$19.04	\$19.48	\$19.92	\$20.42	\$20.92	\$21.67	\$22.42	\$23.17
<u>Transportation</u>											
Mechanic	\$21.00	\$21.53	\$22.05	\$22.58	\$23.10	\$23.63	\$24.13	\$24.63	\$25.38	\$26.13	\$26.88
Assistant Mechanic	\$19.06	\$19.54	\$20.01	\$20.49	\$20.97	\$21.44	\$21.94	\$22.44	\$23.19	\$23.94	\$24.69
Bus Driver	\$20.07	\$20.57	\$21.07	\$21.57	\$22.08	\$22.58	\$23.08	\$23.58	\$24.33	\$25.08	\$25.83
*Bus Driver Trainer	\$20.57	\$21.07	\$21.57	\$22.07	\$22.58	\$23.08	\$23.58	\$24.08	\$24.83	\$25.58	\$26.33
<u>Food Service</u>											
Assistant Cook	\$16.53	\$16.94	\$17.36	\$17.77	\$18.18	\$18.60	\$19.10	\$19.60	\$20.35	\$21.10	\$21.85
Lunch Clerk	\$15.80	\$16.20	\$16.59	\$16.99	\$17.38	\$17.78	\$18.28	\$18.78	\$19.53	\$20.28	\$21.03

Longevity **

Employees with **10 years** of service receive an added 50 cents to the 5 year rate.
 Employees with **15 years** of service receive an added 50 cents to the 10 year rate.
 Employees with **20 years** of service receive an added 75 cents to the 15 year rate.
 Employees with **25 years** of service receive an added 75 cents to the 20 year rate.
 Employees with **30 years** of service receive an added 75 cents to the 25 year rate.

Stipends: All Para's that were employed by 8/31/06 had to meet the requirements of No Child Left Behind to retain their employment. All Para's hired after that date; requirements were a condition of employment. Current secretarial staffs, as of the 2007/2008 school year, are grandfathered in and may earn a degree to qualify for a stipend.

The single highest stipend applies:

Title 1 10 cents per hour
 AA 25 cents per hour
 BA/BS 50 cents per hour

Extra Bus Trip Supplemental Salary Rates:

Driving Time Paid at Driver's rate per hour
 Standby Time 75% of Bus Driver Step 0
 *Bus Driver Trainer Paid at regular rate per hour plus fifty cents (\$.50) per hour

Substitute Salary Rates

Secretary	\$14.00	Para Educator	\$13.50
Bus Driver	Step 0	Assistant Cook	\$13.50
Mechanic Extra Help	\$15.28	Maintenance Extra Help	\$13.50
Grounds/Custodian	\$13.50		



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 TONASKET CHAPTER AND TONASKET SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The position Health Room Assistant classification shall be added to the Profession / Technical classification within the PSE bargaining unit. The Health Room Assistant is a temporary position and will expire at the end of the 2020-2021 school year.

Schedule A salary steps shall be:

0	1	2	3	4	5	10*	15**	20**	25**	30**
\$18.45	\$18.91	\$19.37	\$19.83	\$20.30	\$20.76	\$21.26	\$21.76	\$22.51	\$23.26	\$24.01

The Health Room Assistant will work 7 hours per day, 35 hours week and for 180 days per year.

This Letter of Agreement shall become effective upon signature of all parties, shall be for the remainder of the 2020-2021 school year, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

TONASKET SCHOOL DISTRICT #404

TONASKET CHAPTER

BY: Joy Timm
Joy Timm, Chapter President

BY: Steve McCullough
Steve McCullough, Superintendent

DATE: 12-2-2020

DATE: 11/19/20

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 TONASKET CHAPTER AND TONASKET SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

To maximize the District's options for meeting the educational, social, and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary assignment of employees:

Para-educators in positions that are highly skilled or require specific training, educational certification, licensure, or accreditation to perform their position shall be exempt from bypass by more senior employees without the necessary credentials while under RIF, layoffs, furloughs, or Shared Work during the time of Covid-19.

If two (2) or more employees qualify for an assignment under the priorities above, the District will award the assignment based on seniority.

This MOU shall be effective September 1, 2020, remain in effect until August 31, 2021 and shall be attached to the current Collective Bargaining Agreement. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19. Both parties agree to negotiate if there are any changes from the Governor's Office that may impact the terms of this agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

TONASKET CHAPTER

BY: Joy Timm
Joy Timm, Chapter President

DATE: 12-2-2020

TONASKET SCHOOL DISTRICT

BY: Steve McCullough
Steve McCullough, Superintendent

DATE: 11/19/20