

COLLECTIVE BARGAINING AGREEMENT BETWEEN

TONASKET SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF

TONASKET SCHOOL DISTRICT

SEPTEMBER 1, 2017 - AUGUST 31, 2019



Public School Employees of Washington/SEIU Local 1948

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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

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, 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, 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 rates as provided per Schedule A and will not receive other benefits or contract rights.

1 **Section 1.6. Temporary or Emergency Employees.**

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

13 **RIGHTS OF THE EMPLOYER**

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16 **Section 2.1.**

17 It is agreed that the customary and usual rights, powers, functions, and authority of management are
18 vested in management officials of the District. Included in these rights in accordance with and subject
19 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
20 force, the right to hire, promote, retain, transfer and assign employees in positions; the right to
21 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
22 release employees from duties because of lack of work or for other legitimate reasons. The District
23 shall retain the right to maintain efficiency of the District operation by determining the methods, the
24 means, and the personnel by which operations undertaken by the employees in the unit are to be
25 conducted.
26

27 **Section 2.2.**

28 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
29 District. In making rules and regulations relating to personnel policies, procedures and practices, and
30 matters of working conditions, the District shall give due regard and consideration to the rights of the
31 Association and the employees and to the obligations imposed by this Agreement.
32
33
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35 **ARTICLE III**

36 **RIGHTS OF EMPLOYEES**

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39 **Section 3.1.**

40 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
41 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
42 The freedom of such employees to assist the Association shall be recognized as extending to
43 participation in the management of the Association, including presentation of the views of the
44 Association to the Board of Directors of the District or any other governmental body, group, or
45 individual. The District shall take whatever action required or refrain from such action in order to
46 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
47 District to encourage or discourage membership in the Association.
48

1 **Section 3.2.**

2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
3 Association representatives and/or appropriate officials of the District.
4

5 **Section 3.3.**

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

10 **Section 3.4.**

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

18 **Section 3.5. Personnel Files.**

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

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

31 **Section 3.5.1 Working Files.**

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

38 **Section 3.6. Confrontational Situations.**

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

45 **Section 3.7. Administration of Medication.**

46 The administering of medication and ongoing health intervention to students shall be the responsibility
47 only of employees trained for that purpose. All regular employees exposed or potentially exposed to
48 hazardous or infectious materials or situations within the scope of their employment shall be provided,

1 at their request, immunization or other reasonable protection at District expense. Employees providing
2 health care shall be held harmless as provided by statute.

3 4 5 6 **ARTICLE IV**

7 8 **RIGHTS OF THE ASSOCIATION**

9 10 **Section 4.1.**

11 The Association has the right and responsibility to represent the interests of all employees in the unit,
12 to present its views to the District on matters of concern either orally or in writing; to consult or to be
13 consulted with respect to the formulation, development, and implementation of industrial relations
14 matters and practices which are within the authority of the District; and to enter collective negotiations
15 with the object of reaching an agreement applicable to all employees within the bargaining unit.

16 17 **Section 4.2.**

18 As part of the general orientation of each new employee within the unit subject to this Agreement, the
19 Association shall be allowed to attend to meet with new hires and provide such employee with a copy
20 of this Agreement and Dues Authorization cards. Upon notification by the District of all new hires
21 during the year, the Association shall provide such employees with a copy of this Agreement and Dues
22 Authorization cards.

23 24 **Section 4.3.**

25 On or before the first day of October of each year during the term of this Agreement, the District shall
26 provide Public School Employees of Washington with the name, position, hire date, and rate of pay of
27 each employee. In October and March of each year, the District shall provide PSE of Washington with
28 the employee's name, position, building location, address and zip code.

29 30 **Section 4.3.1.**

31 At the time of hire, the name, position, hire date and rate of pay will be provided to the
32 Association President with respect to each newly hired employee. For each new hire through
33 the school year, the above information shall be provided to the Association President within ten
34 (10) days of hire.

35 36 **Section 4.4.**

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

41 42 **Section 4.5. Bulletin Boards.**

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

1 **Section 4.6. Use of Communication Services.**

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

5
6 The Association shall have the right to use the District internet and e-mail for communication
7 purposes. All use shall meet District technology use policies and procedures.
8

9 **Section 4.7.**

10 Employees working during the time that an Association membership meeting that is being held outside
11 meeting without loss of pay (Intent: employee will use their two (2) fifteen (15) minute breaks and
12 their one-half (1/2) hour lunch break as part of the ninety (90) minutes). Employees shall work with
13 their supervisor to adjust their schedule so that they can attend the Association membership meeting.
14

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16
17 **ARTICLE V**

18
19 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

20
21 **Section 5.1.**

22 It is agreed and understood that matters appropriate for consultation and negotiation between the
23 District and the Association are matters relating to or affecting hours, wages, working conditions and
24 grievance procedures. The District shall notify the Association of changes in personnel practices that
25 are of concern to employees within the unit.
26

27 **Section 5.2.**

28 Discussion and negotiations and the handling of grievances, formally or informally, shall take place
29 whenever possible on school time.
30

31 **Section 5.3.**

32 A Labor/Management Committee of three (3) Association members will meet with the Superintendent
33 on a mutually agreeable regular basis to discuss items of concern or other matters.
34

35 **Section 5.4. School Calendar**

36 PSE members shall be allowed to vote on the District created school calendar options that are
37 presented annually.
38

39
40
41 **ARTICLE VI**

42
43 **HOURS OF WORK AND OVERTIME**

44
45 **Section 6.1.**

46 The normal work schedule shall consist of five (5) consecutive work days, Monday through Friday,
47 followed by two (2) days of rest (Saturday and Sunday), except for those employees designated by the
48 District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five

1 (5) consecutive work days plus two (2) days of rest which shall be treated as their Saturday and
2 Sunday, in that order. Each employee will be assigned in advance to a definite shift with designated
3 times of beginning and ending.
4

5 **Section 6.1.1. Special Shift.**

6 During summer or other periods when school is not in session, year-round employees may be
7 allowed to work a shift of four-ten (4-10) hour days. The day will consist of ten and one-half
8 (10 ½) hours with a minimum of an unpaid thirty (30) minute uninterrupted lunch as near the
9 middle of the shift as is practicable and shall also include a fifteen (15) minute paid rest period
10 in the first half of the shift and a fifteen (15) minute paid rest period in the second half of the
11 shift, with both rest periods being as near the middle of each half shift as is practicable. During
12 a four-ten (4-10) hour workweek, an employee shall be paid at the overtime rate for all hours
13 worked over forty (40) hours per week. Such shift shall be mutually agreed to by the employee
14 and the supervisor.
15

16 **Section 6.1.2. Overtime.**

17 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one
18 and one-half (1 ½) times the employee's regular rate of pay.
19

20 **Section 6.1.3. Compensatory Time.**

21 Only employees who work in excess of forty (40) hours in a work week, to include a holiday,
22 may be granted compensatory time off on a one and one half (1 ½) basis in lieu of overtime
23 compensation at the employee's option. If the request is denied for compensatory time by the
24 employer, the employer shall pay the overtime compensation. Time off shall be at a mutually
25 agreeable time. An employee may accumulate up to two-hundred and forty (240) hours of
26 compensating time. When an employee reaches the two-hundred and forty (240) hour limit,
27 he/she must either take compensating time off or receive pay for such excess hours. If
28 compensatory time is selected, there must be a reasonable expectation that the employee will be
29 provided an opportunity to use the accrued time. All compensatory time must be pre-approved
30 by the employee's supervisor. Per District Policy 5231 as revised 8/27/12.
31

32 **Section 6.2. Categories of Employees.**

33
34 **Section 6.2.1.**

35 Full time employees are defined as employees whose work year consists of two-hundred and
36 sixty (260) days at eight (8) hours per day.
37

38 **Section 6.2.2.**

39 Full-time employees' days of work shall be five (5) consecutive days of work followed by two
40 (2) consecutive days of rest for fifty-two (52) weeks. Such days of work shall include accrued
41 vacation days.
42

43 **Section 6.3.**

44 School Year Employees are those employees whose work year consists of less than two hundred and
45 sixty (260) days per year and who do not meet the state definition of an FTE.
46
47
48

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.

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

3
4 In the event that the employee is required by his/her immediate supervisor or building
5 administrator to remain on duty during the meal period, and is therefore required to forego the
6 meal period, or any portion thereof, the employee shall be compensated for the foregone meal
7 period, or portion thereof, at the appropriate rate of pay.

8
9 **Section 6.4.2.**

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

13
14 **Section 6.4.3.**

15 Work schedules for Paraeducators shall include the following:

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

19
20 **Section 6.5.**

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

24
25 **Section 6.6.**

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

31
32 **Section 6.7.**

33 In the event of an unusual school closure due to inclement weather, plant inoperation or the like, the
34 District will make every effort to notify each employee to refrain from coming to work. Employees
35 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
36 closure; provided, however, that no employee shall be entitled to any compensation in the event of
37 actual notification by the District of the closure prior to leaving home for work.

38
39 **Section 6.7.1. Operational Closure.**

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

44
45 **Section 6.7.2. Late Starts.**

46 If there is a late start due to unsafe conditions, employees will be allowed to arrive at work
47 when safe to do so and may elect to work the time missed upon arrangement with their

1 supervisor. It is the employee's responsibility to contact or attempt to contact their supervisor
2 to notify them if unable to arrive at rescheduled time.

3
4 **Section 6.8.**

5 Shifts shall be established for bus drivers in relation to routes and driving times as follows: Actual
6 driving time, plus one hundred five (105) hours per year for vehicle cleaning, maintenance, safety
7 inspection, and student management; plus, eighteen (18) hours per year for drivers regularly assigned
8 diesel powered vehicles, plus thirty (30) hours per year for to and from loading and unloading zone to
9 and from bus garage; plus fifteen (15) hours per year for route variance; plus twelve (12) hours per
10 year for arrival time variance.

11
12 All passenger trips other than regularly scheduled runs shall be compensated per Schedule A, or as
13 mutually agreed upon in special cases. Drivers will receive one (1) hour for pre-trip, post-trip, fueling,
14 cleaning, etc. on all passenger trips.

15
16 All non-passenger trips shall be compensated by the driving time rate listed in Schedule A or as
17 mutually agreed upon in special cases. Such extra trips shall be first offered to all drivers with at least
18 five (5) years of service with the District on a yearly seniority rotational basis. Second offering, if
19 needed, shall be to drivers with less than five (5) years of experience; provided that all drivers for such
20 extra trips shall be deemed, by the Superintendent, as competent to operate the assigned vehicle on the
21 extra trip under consideration. Drivers will receive one-half (1/2) hour for pre-trip, post-trip, fueling,
22 and cleaning on all non-passenger trips.

23
24 **Section 6.8.1.**

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

28
29 **Section 6.8.2.**

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

- 33
34
- 35 • State Tennis Tournament
 - 36 • State Track Meet
 - 37 • State Wrestling Tournament
 - 38 • Warden Wrestling Tournament
 - 39 • Royal City Wrestling Tournament
 - 40 • Tri-State Wrestling Tournament
 - 41 • Gear-Up overnight spring trip to Seattle for college visits
 - 42 • Alternative High School year-end field trip

43 **Section 6.8.3.**

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

1 **Section 6.9.**

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

6
7 **Section 6.10. Driver’s License Tests.**

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

10
11 **Section 6.11.**

12 Employees called for special services shall receive no less than two (2) hours pay per call at the rate of
13 one and one-half (1 ½) times the employee’s base hourly rate.

14
15 **Section 6.12. Bus Driver Drug and Alcohol Testing.**

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

18
19 **Section 6.13. Use of Recording Equipment.**

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

27
28
29
30 **ARTICLE VII**

31
32 **HOLIDAYS AND VACATIONS**

33
34 **Section 7.1. Holidays.**

35 Full-time employees shall receive the following paid holidays:

- | | | |
|----|---------------------------|------------------------------|
| 36 | 1. Labor Day | 7. Day before New Year’s Day |
| 37 | 2. Veterans Day | 8. New Year’s Day |
| 38 | 3. Thanksgiving Day | 9. Martin Luther King Day |
| 39 | 4. Day after Thanksgiving | 10. Presidents Day |
| 40 | 5. Day before Christmas | 11. Memorial Day |
| 41 | 6. Christmas Day | 12. Independence Day |

42
43
44 Full-time employees shall also receive the last day of Spring Break off with pay.

45
46 **Section 7.1.1.**

47 Should any of the above holidays fall on a weekend, the District shall designate an alternative

1 day as a holiday, provided that such designated day shall not be on a designated day of school
2 attendance.

3
4 **Section 7.1.2.**

5 School year employees shall receive the following paid holidays:

- 6
7 1. Christmas Day
8 2. New Year's Day
9 3. Martin Luther King Day

10
11 **Section 7.1.3. Unpaid Holiday for Reason of Faith or Conscience.**

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

19
20 Employees will submit an "Unpaid Holiday" request to their immediate supervisor ten (10)
21 workdays in advance of the requested unpaid holiday. No more than two (2) employees per
22 worksite/building may be absent or an unpaid holiday on any given day. The following
23 restrictions shall apply:

- 24
25 1. Shall not be used the two (2) weeks prior to school starting, the first two (2) weeks of
26 school or the last two (2) weeks of school.
27 2. Shall not be used to extend vacations, breaks, or holiday; or
28 3. As vacation days; or
29 4. To shorten the employee's school year.

30
31 However, an employee may submit a written request to the Superintendent for unpaid holiday
32 leave which falls in conjunction with #1, #2 or #4 if the reason of faith or conscience is so
33 scheduled. The decision to grant a request for unpaid holiday leave for #1, #2 or #4 will be at
34 the sole discretion of the Superintendent.

35
36 **Section 7.2.**

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

40
41 **Section 7.2.1.**

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

45
46 **Section 7.2.2.**

47 Upon completion of the tenth year of service with the District, each full-time employee shall be

1 granted twenty (20) days of paid vacation per year. Each School Year employee shall be
2 entitled to fifteen (15) days paid vacation per year.

3
4 **Section 7.3.**

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

7
8 **Section 7.4.**

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

12
13 Upon request of the employee to the Superintendent, a School Year employee may be allowed to take
14 all or part of his or her vacation, which is not fully accrued, during the school year. The amount used
15 will be subtracted from the amount the employee would normally receive at the end of the school year.

16
17 **Section 7.5.**

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

- 19
20 A. An employee becomes eligible to use his vacation credit after reaching his first eligibility date.

21
22 **Section 7.5.1.**

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

26
27 **Section 7.5.2.**

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

30
31 **Section 7.6.**

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

36
37 **Section 7.7.**

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

40
41
42
43 **ARTICLE VIII**

44
45 **LEAVES**

46
47 **Section 8.1. Sick Leave.**

48 Sick leave shall be granted to each employee at the rate of one (1) day per month with a maximum of

1 twelve (12) days per year for school year employees and twelve (12) days per year for full-time
2 employees. Such leave shall be credited to each employee on September 1 of each school year.

3
4 **Section 8.1.1.**

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

- 8
9 A. Choose unpaid leave, thus receiving only his/her entitled temporary total disability
10 (TTD) benefit payment from the District's industrial insurance; or
11
12 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in
13 addition to their entitled TTD benefits; or
14
15 C. Elect to use a proportionate share of accumulated leave to make up the difference
16 between the worker's compensation payments and the employee's regular pay at the
17 time of the injury.
18

19 **Section 8.1.2.**

20 Employees who have accrued sick leave while employed by another public school district in
21 the State of Washington shall be given credit for such accrued sick leave upon employment by
22 the District.
23

24 **Section 8.1.3. Sick Leave Attendance Incentive Program.**

25 In January of the year following any year in which a minimum of sixty (60) days of leave
26 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
27 option to receive remuneration for unused leave for illness or injury accumulated in the
28 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
29 four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which
30 compensation has been received shall be deducted from accrued leave at the rate of four (4)
31 days for every one (1) day of monetary compensation.
32

33 At the time of separation from school district employment, an eligible employee or the
34 employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary
35 compensation for each for (4) days accrued leave for illness or injury. Maximum accumulation
36 for such remuneration under this formula shall be one hundred and eighty (180) days.
37

38 An eligible employee means:

- 39
40 A. Employees who separate from employment due to retirement or death;
41 B. Employees who separate from employment and who are at least age fifty-five (55) and
42 have at least ten (10) years of service in SERS 3; or
43 C. Employees who separate from employment and who are at least age fifty-five (55) and
44 have at least fifteen (15) years of service in SERS 2.
45

46 **VEBA Plan III**

47 Employees eligible for annual sick leave buy back with a balance of at least one-hundred eighty
48 (180) earned days of sick leave, and employees eligible for remuneration of sick leave at

1 separation, per Section 8.1.3, may participate in the Volunteer Employee Benefit Association
2 (VEBA). The Association and the District must sign an annual written agreement adopting or
3 renewing the VEBA III Plan for all eligible employees in the group, per RCW 28A.400.275
4 (1).

5
6 **Section 8.1.4. Leave Sharing**

- 7
8 **A. Right to Donate:** Employees may donate leave to come to the aid of another employee
9 who is suffering from or has a relative or household member suffering from an
10 extraordinary or severe illness, injury, impairment, or physical or mental condition
11 which has caused or is likely to cause the employee to take leave without pay or
12 terminate his/her employment.
- 13 **B. Minimum Accumulation:** An employee who has accrued sick leave balance of more
14 than twenty-two (22) days may donate such leave.
- 15 **C. Limits:** Employees cannot donate sick leave that would result in their sick leave account
16 going below twenty-two (22) days.
- 17 **D. Status of leave Employees:** While an employee is on leave under this section, he/she
18 shall be classified as an employee and shall receive the same treatment in respect to
19 salary, wages, and employee benefits as the employee would normally receive if using
20 accrued sick leave.

21
22 **Section 8.2. Bereavement Leave/Family Illness.**

23 Up to five days paid bereavement leave per year shall be granted for the death of a relative or close
24 friend. If the relative is a spouse or child of the employee, the leave may be extended up to five (5)
25 additional workdays. Such bereavement/family illness leave shall not be deducted from sick leave.
26 Bereavement/Family Illness leave is noncumulative. Use of family illness leave may require a written
27 note from the attending physician stating that the employee's presence was required. The
28 Superintendent may approve additional days with pay due to extenuating circumstances.

29
30 **Section 8.3. Personal Leave.**

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

35
36 Employees hired after the beginning of the school year or working less than one hundred eighty (180)
37 days shall receive a prorated amount of personal leave for their first year of employment. The formula
38 for prorating personal leave is as follows:

39
40
$$\text{Days worked}/180 \text{ days} = \% \times 3 \text{ days} = \text{Total Personal Leave.}$$

41
42
$$\text{Example: } 145 \text{ days worked}/180 \text{ days} = 80\% \times 3 \text{ days} = 2.4 \text{ days personal leave.}$$

43
44 Further, the District agrees to "grandfather" current employees hired prior to September 2014 who
45 work less than five (5) days a week to receive their full three (3) days of personal leave. Employees
46 hired after September 2014 that work less than five (5) days per week shall have their personal leave
47 prorated each year.

1 **Section 8.4. Emergency Leave.**

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

7
8 **Section 8.5. Maternity Leave.**

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

16
17 **Section 8.5.1. Paternity/Co-Parent Leave.**

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

22
23 **Section 8.5.2. Adoptive/Foster Leave.**

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

30
31 **Section 8.6. Judicial Leave.**

32 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
33 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
34 required presence in court. Any expense reimbursement received by a staff member for jury duty
35 performed on a contract day shall be retained by the staff member. In the event that an employee is a
36 party in a court action, such employee may request appropriate leave.

37
38 **Section 8.6.1. Subpoena Leave.**

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

44
45 **Section 8.7. Leave of Absence.**

46
47 **Section 8.7.1.**

48 Upon recommendation of the immediate supervisor through administrative channels to the

1 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
2 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
3 granted due to extended illness, one (1) additional year may be granted.
4

5 **Section 8.7.2.**

6 The returning employee shall notify the District thirty (30) days prior to the intended date of
7 return or by May 15th for the following school year, if released at that time by the doctor, and
8 will be assigned to the position occupied before the leave of absence. Employees hired to fill
9 positions of employees on leave of absence will be hired for a specific period of time, during
10 which they shall be subject to all provisions of this Agreement. It shall be the responsibility of
11 the employer to inform replacement employees of these provisions. If a current classified
12 employee was hired to fill the leave of absence position, that employee will return to his/her
13 previous position. If the position is not available, the employee will follow the process in 9.9.2.
14

15 **Section 8.7.3.**

16 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
17 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
18 the employee is on leave of absence; provided, however, that if such leave is approved for
19 extended illness or injury, seniority shall accrue.
20

21 **Section 8.8. Family Leave (Family and Medical Leave Act of 1993 - FMLA)**

- 22 A. Eligibility. To be eligible for FMLA benefits, an employee MUST have worked for at least
23 720 hours over the previous twelve (12) months.
24
- 25 B. Usage. Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12)
26 month period for any of the following reasons:
27 1. To care for the employee's child after birth, or placement for adoption or foster care;
28 2. To care for the employee's spouse, child, or parent who has a serious health condition; or
29 3. For a serious health condition of the employee.
30
- 31 C. Notification. The employee shall provide the District thirty (30) days advance notice of his/her
32 intent to use Family Leave when the need for the leave is foreseeable.
33
- 34 D. Job Benefits and Protection. The District shall insure the following provisions:
35 1. Maintain the employee's group health insurance coverage during the duration of Family
36 Leave. Any share of group health plan premiums which had been paid by the employee
37 prior to unpaid FMLA leave must continue to be paid by the employee during the FMLA
38 leave period;
39 2. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going
40 on unpaid Medical Leave;
41 3. Restore the employee to his/her previous position or an equivalent position upon return
42 from Family Leave; and
43 4. Restore any employee equivalent benefits and salary that accrued prior to the start of
44 Family Leave.
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ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1. Hire Date and Seniority Date.

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

Section 9.2.

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

Section 9.3.

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

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. 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.

Section 9.8.

Employees who change job classifications within the bargaining unit shall retain their seniority dates in

1 the previous classifications, notwithstanding that they have acquired a new classification seniority date.
2 Employees hired into a different job classification shall retain their years of service (longevity) with
3 the District.
4

5 **Section 9.9.**

6 The District shall publicize within the bargaining unit for five (5) workdays, before posting outside the
7 bargaining unit, the availability of new and open job positions within thirty (30) days after the District
8 has made the decision to maintain the position. A copy of the job posting shall be forwarded to the
9 President of the Association and to the Association representative of the classification concerned
10 within five (5) workdays. During any schedule break, when an opening occurs, a copy of the job
11 posting shall be forwarded to each employee electronically (employees shall provide the District with
12 their home email), unless employees notify the District Office in writing prior to the last day of the
13 school year to have postings mailed to them.
14

15 **Section 9.9.1. Additional Assigned Time.**

16 The employer may add one (1) hour or less to an employee's daily time without posting.
17 Additional work time of one (1) hour or less shall be offered within building by seniority where
18 current schedules are not disrupted. Increases to currently staffed child specific positions and
19 self-contained classroom positions shall first be offered to the staff holding those specific
20 positions. All of the extra assigned time will end at the conclusion of the school year.
21

22 **Section 9.10.**

23 Employees within the posted specific job classification, upon submitting a Letter of Interest to the
24 District, shall be screened and interviewed for any new or open position within their classification.
25

26 **Section 9.10.1.**

27 All other bargaining unit employees, upon completing the District online application process,
28 shall be screened and interviewed along with outside applicants. The decision of the District to
29 hire or not hire an employee that is not within classification for the posted position is not
30 grievable.
31

32 **Section 9.11.**

33 Whenever a classified employee's position is terminated or an employee is laid off, that employee shall
34 have the right to "bump" an employee with less seniority within the same job classification, subject to
35 Section 9.7, even if that employee has more hours. During the school year the bumping process shall
36 occur within ten (10) working days from the notice of termination or being laid off. The employee will
37 initiate the process.
38

39 **Section 9.12.**

40 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
41 District according to layoff ranking. Such employees are to have priority, except as provided in Section
42 9.7, in filling an opening in the classification held immediately prior to layoff. Names shall remain on
43 the re-employment list for two (2) years.
44

45 **Section 9.13.**

46 Employees on layoff status shall provide the District with their current address and telephone
47 number(s). Employees may also provide a current e-mail address to the District. All information and
48 preference of notification method must be provided in writing to the District office. It is the

1 employee's responsibility to notify the District, in writing, of any change of address, phone number(s)
2 or e-mail address.

3
4 **Section 9.14.**

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

8
9 **Section 9.15.**

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

13
14
15 **ARTICLE X**

16
17 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

18
19 **Section 10.1.**

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

26
27 **Section 10.1.1. Progressive Discipline.**

28 Steps shall normally be as follows:

29
30 Pre-Discipline: Counseling and Verbal Warning (Documentation will be placed in the
31 supervisor's working file and is not considered discipline.

32
33 Step 1: Written Warning

34 Step 2: Written Reprimand

35 Step 3: Suspension (may be either short-term or long-term)

36 Step 4: Recommendation for Discharge from employment.

37
38 **Section 10.2.**

39 It is mutually agreed that the School District shall notify employees of intent to layoff for the next
40 school year, thirty (30) days prior to the employee's last working day of the current school year. These
41 timelines are null and void in a levy year. In a levy year notification would be June 1st.

42
43 **Section 10.3.**

44 It is mutually agreed that the employee shall provide at least two (2) weeks' notice of his/her intention
45 to sever employment with the District. This two (2) week requirement may be waived by mutual
46 agreement of the District and the employee.

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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.

Section 11.2.

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

Section 11.3. Health Care Authority Carve-Out.

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

Section 11.4.

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

Section 11.5.

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

1 **Section 11.6.**

2 The District shall make contributions to the ESD-171 Unemployment Pool requisite to providing
3 unemployment benefits for all employee's subject to this Agreement.
4

5 **Section 11.7.**

6 In determining whether an employee subject to this Agreement is eligible for participation in the
7 Washington State School Employees' Retirement System, the District shall report all hours worked,
8 whether straight time, overtime, or otherwise.
9
10
11

12 **ARTICLE XII**

13 **VOCATIONAL TRAINING**

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

- 15
16
17 A. The district shall make available three thousand (\$3,000.00) dollars in professional
18 development funds to classified employees.
19 B. PSE employees shall use the attached Professional Development application (appendix B) to
20 utilize the funds.
21 C. A joint committee consisting of PSE and district representatives shall decide to whom the funds
22 will be awarded and the amount awarded.
23 D. The funds may be used for the following: tuition, credit and course fees, applicable travel
24 expenses and lodging.
25 E. Salary to the employee will be paid if the training occurs during their regular work hours.
26 Employee-selected professional development outside of normal working hours will not be paid.
27 F. If the training is required by the District: a) Travel and training costs will be provided; b)The
28 employee's wages will be paid if training takes place outside of regular scheduled hours.
29 G. These professional development funds shall not be used to replace or in lieu of building or
30 administrator's budgets.
31
32
33

34 **ARTICLE XIII**

35 **ASSOCIATION MEMBERSHIP**

36
37
38 **Section 13.1.**

39 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member
40 of the Association in good standing shall, as a condition of employment, maintain membership in the
41 Association in good standing during the period of this Agreement.
42

43 **Section 13.2. Association Membership.**

44 All employees subject to this Agreement who are not members of the Association on the effective date
45 of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to
46 the effective date of this Agreement, shall, as a condition of employment, become members in good
47 standing of the Association within thirty (30) days of the effective date of this Agreement or within

1 thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain
2 membership in the Association in good standing.

3
4 The Association, which is the legally recognized exclusive bargaining representative of the classified
5 employees as described in this Agreement, shall have the right to have deducted from the salary of the
6 employees, upon receipt of a signed dues authorization card, an amount equal to the fees and dues
7 required for membership in the Association. The dues authorization card must be signed and delivered
8 to the District office within thirty (30) days of the employee's date of hire.

9
10 **Section 13.3. Option to decline Membership.**

11 The parties recognize that an employee should have the option of declining to participate as a member
12 of the Association, yet contribute financially to the activities of the Association in representing such
13 employee as a member of the collective bargaining unit. Therefore, an employee who declines
14 membership in the Association may pay to the Association each month a service charge as a
15 contribution towards the administration of this Agreement. The amount of the fee shall be equivalent to
16 the current agency fee, as determined by the Association not later than December 1 of the instructional
17 year. This service charge shall be collected by the Association in the same manner as monthly dues.

18
19 **Section 13.4. Refusing Membership.**

20 Any employee who refuses to become a member of the Association in good standing or pay the service
21 charge shall, at the option of the Association be immediately discharged from employment by the
22 District.

23
24 **Section 13.5. New Hire Notification.**

25 The District will notify the Association of all new hires within ten (10) working days of the hire date.
26 At the time of hire, the District will inform the new hire of the provisions of this Article.

27
28 **Section 13.6. Religious Non-Association.**

29 Nothing contained in this Agreement shall require Association membership of employees who object
30 to such membership based on bona fide religious tenets or teachings of a church or religious body of
31 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a
32 nonreligious charity or other charitable organization mutually agreed upon by the employee and the
33 Association, by payroll deduction.

34
35 An employee seeking to exercise the right to religious non-association will notify the local PSE
36 Chapter President in writing of the desire to do so, with a copy of the notification provided to the
37 employer's payroll office. The notification will state the basis for the employee's assertion of the right
38 of religious non-association, and a nonreligious charity, selected from the PSE state master list of
39 nonreligious charities, to which the employee desires contributions to be made. At the time
40 notification is given, the objecting employee will execute a payroll deduction authorization in favor of
41 the selected charity. If there is a dispute regarding the employee's eligibility for religious non-
42 association, or the charity to which contributions will be paid, the employer shall commence
43 withholding PSE dues which the employee would otherwise be obligated to pay and these dues shall be
44 held, by the employer until the dispute is resolved. Upon resolution, the amounts will be paid over to
45 the appropriate entity. If the employee and the Association cannot agree, the dispute shall be resolved
46 by the Public Employees Relation Commission (PERC) pursuant to RCW 41.56.122.

1 **Section 13.7. Exemptions from Membership.**

2 The Association agrees to exempt current grandfathered employees from dues and representation fees
3 until an employee leaves the employment of the District or voluntarily joins the Association. If the
4 employee is rehired, Section 13.2 applies.

5
6 **Section 13.8. Voluntary Political Contributions (COPE).**

7 The District shall upon receipt of a written authorization form that conforms to legal requirements,
8 deduct from the pay of such bargaining unit employees the amount of contribution the employee
9 voluntarily chooses for deduction for political purposes and shall transmit the same to PSE on the PSE
10 dues remittal check. Section 13.10 of the Collective Bargaining Agreement shall apply to these
11 deductions. The employee may revoke the request at any time. At least annually, the employee shall
12 be notified by the Chapter President about the right to revoke the request.

13
14 **Section 13.9. Deductions and Transmittal of Dues.**

15 The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of
16 any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District
17 shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington
18 on a monthly basis.

19
20 **Section 13.10. District Held Harmless.**

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

26
27 **Section 13.11.**

28 In October of each year a five-dollar (\$5.00) deduction for local dues will be made for each employee
29 in the bargaining unit. Prior to October 15th, the President will notify unit members advising them that
30 five dollars (\$5.00) will be deducted for local dues from their paycheck.

31
32
33
34 **ARTICLE XIV**

35
36 **GRIEVANCE PROCEDURE**

37
38 **Section 14.1. Purpose.**

39 The purpose of the procedure is to provide an orderly method of resolving grievances or complaints
40 arising between the District and its employees within the bargaining unit defined in Article I herein,
41 with respect to matters dealing with the interpretation or application of the Terms and Conditions of
42 this Agreement, shall be resolved in strict compliance with this Article. A determined effort shall be
43 made to settle such differences at the lowest possible level in the grievance procedure. Nothing
44 contained in this Article shall limit the right of employees to pursue adjustment of their grievances
45 according to RCW 41.56.080.

1 **Section 14.1.1. Definitions.**

- 2 A. Grievant: A grievant is an employee, or in the case of the Union’s contractual rights, the
3 union.
4 B. Grievance: A grievance is defined as a dispute involving the interpretation or
5 application of the specific terms of this Agreement.
6 C. Days: Days in this procedure are normal District office workdays.
7

8 **Section 14.1.2. Timelines.**

9 Grievances shall be processed in the following manner and within the stated time limits. Time
10 limits shall be calculated commencing on the day after the event or occurrence triggering the
11 running time limit. Time limits provided in this procedure may be extended only by mutual
12 written agreement.
13

14 Failure on the part of the employer at any step of this procedure to communicate the decision
15 on a grievance within the specific or mutually extended time limits shall permit the grievant to
16 lodge an appeal at the next step of this procedure.
17

18 Failure on the part of the grievant (employee or union) to present or proceed with a grievance
19 within the specified or mutually extended time limits will render the grievance waived.
20

21 **Section 14.2. Process.**

22
23 **Section 14.2.1. Step 1. Informal level – Submission of Grievance to Supervisor.**

24 Employees shall first discuss and attempt to resolve the grievance with their immediate
25 supervisor. If employees so wish, they may be accompanied by an Association representative
26 at all steps of the grievance. All grievances not brought to the immediate supervisor in
27 accordance with the preceding sentence within thirty (30) days of the occurrence of the
28 grievance shall be invalid and subject to no further processing. The immediate supervisor shall
29 respond within ten (10) days of the employee’s presentation. The response at this level may be
30 oral or written.
31

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

33 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
34 shall submit it to the immediate supervisor within ten (10) days after receipt of the supervisor’s
35 response at Step I, or within ten (10) days after the deadline for the supervisor’s response,
36 whichever is earlier. The written grievance shall contain the following:
37

- 38 A. The facts on which the grievance is based;
39 B. A reference to the provisions in this Agreement which have been allegedly violated; and
40 C. The remedy sought.
41

42 A meeting may be held at Step 2, between the grievant and the supervisor. The immediate
43 supervisor shall inform the employee and the union in writing of the disposition of the
44 grievance within ten (10) days of the presentation of the written grievance or within ten (10)
45 days following the meeting, whichever is earlier. If an agreeable disposition has been made, the
46 aggrieved party shall terminate the grievance in writing within ten (10) days.
47
48

1 **Section 14.2.3. Step 3. Superintendent Level.**
2

3 **A. Individual Grievance**

4 If the grievance is not settled at Step 2 and the Union believes the grievance to be valid,
5 a written statement of the grievance shall be submitted within ten (10) days to the
6 District Superintendent. After submission of the grievance, the parties will have ten
7 (10) days to meet to resolve the grievance. A written statement of the disposition shall
8 be given to the aggrieved and the Union within ten (10) days of the meeting. If an
9 agreeable disposition has been made, the aggrieved party shall terminate the grievance
10 in writing within ten (10) days.
11

12 **B. Union Grievance**

13 A grievance which the Union may have against the employer, limited as aforesaid to
14 matters dealing with the interpretation or application of terms of this Agreement relating
15 to union rights, shall be commenced by filing in writing (in format of Step 2 above)
16 with the Superintendent. Such filing shall be within thirty (30) days after the event is
17 known. The Superintendent will schedule a meeting to discuss the grievance within ten
18 (10) days and issue a written decision within ten (10) days of the date of the grievance
19 meeting.
20

21 **Section 14.2.4. Step 4. School Board.**

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

31 **Section 14.2.5. Step 5. Arbitration.**

32 If no settlement has been reached within the twenty (20) days referred to in the preceding
33 subsection, and the Association believes the grievance to be valid, the grievant(s) may demand
34 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
35 interpretation or the application of this Agreement shall then be submitted to arbitration under
36 the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually
37 agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of
38 the American Arbitration Association. The parties further agree to accept the arbitrator's award
39 as final and binding upon them.
40

41 **Section 14.2.6. Limits of the Arbitrator.**

42 The arbitrator cannot order the Employer to take action contrary to the law.
43

44 **Section 14.2.7. No Duty to Maintain Status Quo.**

45 The Employer has no duty to maintain status quo or to restore the status quo pending
46 arbitration. But if return to status quo is ordered by the arbitrator, the return shall be affected as
47 per the arbitrator's award.
48

1 **Section 14.2.8. Freedom from Reprisal.**

2 There will be no reprisals against the grievant or others as a result of his/her participation in
3 this process.
4

5 **Section 14.3. Grievance Release Time.**

6 In the event the grievance or arbitration discussions occur during regular employment time, the District
7 shall provide release time without loss of compensation limited to the grievant, required witnesses, and
8 one (1) Union Chapter Representative unless otherwise approved by the District. It is recognized that
9 meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place
10 outside the employee's work days and are not to be compensated by the District.
11
12
13

14 **ARTICLE XV**

15 **TRANSFER OF PREVIOUS EXPERIENCE**

16
17 **Section 15.1. Washington School District Experience.**

18 An employee who leaves a school district within the State of Washington and commences employment
19 shall retain the same longevity, leave benefits, and other benefits (including years of experience on the
20 salary schedule and vacation credit) that the employee had in his or her previous position, unless the
21 district's system for computing such benefits differs from that of the previous school district, in which
22 event the employee shall be granted the same longevity, leave benefits, and other benefits (including
23 years of experience on the salary schedule and vacation credit) as an employee of the Tonasket School
24 District who has similar occupational status and total years of service; provided, that the employee
25 shall not retain any seniority rights when leaving one school district and beginning employment with
26 Tonasket School District.
27
28

29 If the employee is hired into a classification different than the classification held at the previous school
30 district, the employee shall be granted the same longevity, leave benefits, and other benefits (including
31 years of experience on the salary schedule and vacation credit) as an employee of the Tonasket School
32 District who makes such a change in classification.
33

34 **Section 15.1.1 Consideration of Prior Experience.**

35 New employees with similar job experience, but not school district experience or employees
36 that have changed job classification within the bargaining unit shall be placed at Step 1 on
37 Schedule A. Both new employees and employees that have changed job classifications shall be
38 allowed to provide proof of prior work experience to be considered for placement on a higher
39 wage step on Schedule A. This proof of prior work experience must be submitted to the
40 District Office within thirty (30) workdays of hire date or placement in the new classification.
41 The District will make the determination and will inform the employee and the Association of
42 their decision. The necessary documentation required for the employee to provide proof of
43 prior work experience shall be given to the new hire as part of their orientation. If the District's
44 decision is movement to a higher wage step, the higher wage shall be retroactive to the date of
45 hire. The prior work experience form shall be appendix A and attached to the contract.
46

47 If there is difficulty in filling a position due to wages, both parties agree to negotiate the wage
48 and/or placement on Schedule A.

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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

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

Section 16.2.

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

Section 16.2.1.

For the 2017-2018 school year, all rates on Schedule A shall be increased by the Cost of Living Adjustment (COLA) of two-point three percent (2.3%) with the cost of increment not deducted.

This Agreement shall be reopened annually to renegotiate Schedule A.

Section 16.2.2.

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

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

Section 16.2.3.

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

Section 16.3.

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

Section 16.4. Shift Differential Pay.

Employees working a swing shift shall receive an additional fifteen (\$0.15) cents per hour and employees working a night shift shall receive an additional thirty (\$0.30) cents per hour.

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

Shifts are: Days-7:00 a.m. to 3:30 p.m.
Swing-3:00 p.m. to 11:30 p.m.
Night-11:00 p.m. to 7:30 a.m.

1 **Section 16.5.**

2 Any employee required to use their own private vehicle in excess of one round trip per day between
3 their home and job location shall be eligible for reimbursement of twenty-four cents (\$0.24) per excess
4 mile, or the prevailing board policy if higher. Drivers who store buses at home overnight shall be
5 reimbursed for one (1) round trip per day. The District does not retain any liability for employee or
6 employee vehicles used under this section.

7
8 **Section 16.6.**

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

11
12 **Section 16.7. Perfect Attendance.**

13 The district will provide one hundred fifty dollars (\$150.00) per employee for perfect attendance
14 [excluding paid vacation, personal leave, bereavement and approved professional development].
15 Employees using sick leave or other unapproved or approved leaves would not be eligible for this benefit.
16 Other leaves could be leave without pay, emergency leave (which is taken from sick leave), paternity leave
17 (which is taken from sick leave), etc.

18
19 **Section 16.8. The District shall pay for the following:**

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

27
28 **Section 16.9.**

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

31
32 **Section 16.10. Payroll Errors.**

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

40
41
42 **ARTICLE XVII**

43
44 **TERM AND SEPARABILITY OF PROVISIONS**

45
46 **Section 17.1.**

47 The term of this Agreement shall be September 1, 2017 through August 31, 2019.

1 **Section 17.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement
3 notwithstanding its execution date.
4

5 **Section 17.3.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
7 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
8 Schedule A as necessary to consider the impact of any legislation enacted following execution of this
9 Agreement which may arguably affect the terms and conditions herein to benefit classified employees.
10

11 **Section 17.4.**

12 If any provision of this Agreement or the application of any such provision is held invalid, the
13 remainder of this Agreement shall not be affected thereby.
14

15 **Section 17.5.**

16 Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with
17 State or Federal statutes or regulations promulgated pursuant thereto.
18

19 **Section 17.6.**

20 The Tonasket PSE agrees to cooperate with the District in developing and implementing training and
21 service programs for individuals under such programs as “Work First,” “Career Path,” and
22 “AmeriCorp.”
23

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


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


PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

TONASKET CHAPTER

BY: 
Christina Silverthorn, Chapter President

DATE: 9/15/17

TONASKET SCHOOL DISTRICT #404

BY: 
Steve McCullough, Superintendent

DATE: 9/15/2017

SCHEDULE A
TONASKET SCHOOL DISTRICT
September 1, 2017 - August 31, 2018

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Salary Steps-	0	1	2	3	4	5	10*	15**	20***
<u>Para-Educators</u>									
Para-Educator	\$14.06	\$14.43	\$14.74	\$15.11	\$15.46	\$15.83	\$15.98	\$16.28	\$16.73
<u>Secretaries</u>									
Secretaries	\$16.12	\$16.42	\$16.78	\$17.15	\$17.48	\$17.80	\$17.95	\$18.25	\$18.70
<u>Professional/Technical</u>									
Nurse	\$18.18	\$18.93	\$19.62	\$20.35	\$21.06	\$21.81	\$21.96	\$22.26	\$22.71
SLPA	18.18	18.93	19.62	20.35	21.06	21.81	21.96	22.26	22.71
Sign Lang/Braille	18.18	18.93	19.62	20.35	21.06	21.81	21.96	22.26	22.71
Technology Assistant	17.59	18.02	18.44	18.86	19.28	19.70	19.85	20.15	20.60
<u>Custodial/Maintenance</u>									
Building Maintenance	\$17.03	\$17.39	\$17.74	\$18.09	\$18.43	\$18.77	\$18.92	\$19.22	\$19.67
Grounds	15.32	15.65	16.03	16.38	16.69	17.04	17.19	17.49	17.94
Custodial	15.32	15.65	16.03	16.38	16.69	17.04	17.19	17.49	17.94
Maintenance/Grounds	15.32	15.65	16.03	16.38	16.69	17.04	17.19	17.49	17.94
<u>Transportation</u>									
Mechanic	\$18.38	\$18.72	\$19.08	\$19.44	\$19.75	\$20.12	\$20.27	\$20.57	\$21.02
Assistant Mechanic	16.85	17.20	17.51	17.88	18.26	18.58	18.73	19.03	19.48
Bus Driver	16.85	17.20	17.51	17.88	18.26	18.58	18.73	19.03	19.48
* Bus Driver Trainer	17.35	17.70	18.01	18.38	18.76	19.08	19.23	19.53	19.98
<u>Food Service</u>									
Assistant Cook	\$14.60	\$14.97	\$15.31	\$15.63	\$16.00	\$16.36	\$16.51	\$16.81	\$17.26
Lunch Clerk	13.96	14.31	14.65	15.01	15.37	15.69	15.84	16.14	16.59

Longevity

- * Employees with 10 years of service receive an added 15 cents to the 5 year rate.
- ** Employees with 15 years of service receive an added 30 cents to the 10 year rate.
- *** Employees with 20 years of service receive an added 45 cents to the 15 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 Step 0 Bus Driver rate per hour
- Standby Time Minimum wage
- *Bus Driver Trainer Paid at regular rate per hour plus fifty cents (\$.50) per hour
- Drivers will receive an added \$10.00 per trip stipend if the driver misses their afternoon regular run as a result of the extra trip. Drivers will receive an added \$10.00 per trip stipend if the extra trip is on a Saturday or Sunday.

Substitute Salary Rates

Secretarial	\$13.00	Para Educator	\$12.50
Bus Driver	Step 0	Assistant Cook	\$12.00
Mechanic Extra Help	\$15.28	Maintenance Extra Help	\$13.00
Grounds/Custodial	\$13.00*	Swing	\$13.15
		Night	\$13.30

*Employee will receive an additional 15 cents per hour for working swing shift and 30 cents per hour for working graveyard.

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