

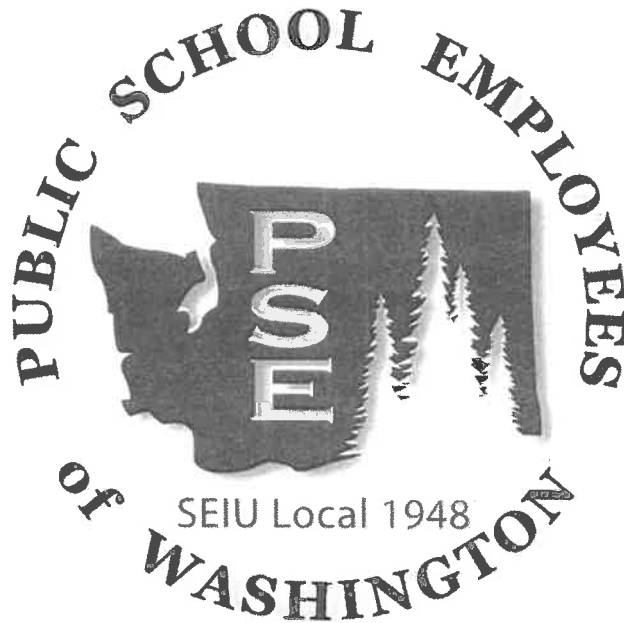
COLLECTIVE BARGAINING AGREEMENT BETWEEN

Lyle School District #406

AND

Public School Employees of Lyle

SEPTEMBER 1, 2024, THROUGH AUGUST 31, 2027



Public School Employees of Washington/SEIU Local 1948

PO Box 798

Auburn, WA 98071-0798

1.866.820.5652

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1 **DECLARATION OF PRINCIPLES**

- 2 1. The basic intent and/or interest is for the betterment of the education system for the students of Lyle
- 3 School District.
- 4 2. Participation of employees in the formulation and implementation of personnel policies affecting
- 5 them contributes to effective conduct of school business
- 6 3. The efficient administration of the system of public instruction and well-being of employees
- 7 required that orderly and constructive relationships be maintained between the parties hereto.
- 8 4. Subject to law and the paramount consideration of service to the public, employee-management
- 9 relations should be improved by providing employees an opportunity for greater participation in the
- 10 formulation and implementation of policies and procedures affecting the conditions of their
- 11 employment.
- 12 5. Effective employee-management cooperation requires a clear statement of the respective rights and
- 13 obligations of the parties hereto.
- 14 6. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
- 15 of the District and the well-being of employees within the spirit of the Public Employees’
- 16 Collective Bargaining Act, to establish a basic understanding relative to personnel policies,
- 17 practices and procedures, and to provide means for amicable discussion and adjustment of matter of
- 18 mutual interest.

19 **PREAMBLE**

20 This Agreement is made and entered into between the Lyle School District #406 (hereinafter “District” or
21 “Employer”) and the Lyle School District Local Chapter of the Public School Employees of
22 Washington/SEIU Local 1948 (hereinafter “Association”), an affiliate of the Public School Employees of
23 Washington/SEIU Local 1948 State Organization.

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

27 **ARTICLE I – RECOGNITION AND COVERAGE OF AGREEMENT**

28 **Section 1.1.**

29 The District hereby recognizes the Association as the exclusive representative of all employees in the
30 bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing
31 the interests of all such employees.

32 **Section 1.2.**

33 The bargaining unit to which this Agreement is applicable includes the employees in the following general
34 job classifications:

- 35 1. Food Service;
- 36 2. Custodial-Maintenance;
- 37 3. Secretarial;

- 1 4. Paraprofessional; and
- 2 5. Substitutes (only certain provisions of the contract apply).

3 The following positions are excluded:

- 4 1. Executive Assistant to the Superintendent/Communications Director;
- 5 2. Office Manager
- 6 3. Transportation Supervisor; and
- 7 4. Business Manager/Human Resources

8 **Section 1.2.1.**

9 Less than full-time employees are included in the bargaining unit. The term “less than full-time
10 employees” includes but is not limited to substitute employees who are employed by the District for
11 more than thirty (30) cumulative days within any twelve (12) month period ending during the current or
12 immediately preceding school year and who continue to be available for employment as substitutes. A
13 shift equals one (1) day and is defined as a minimum of two (2) hours work in one (1) day.

14 **Section 1.2.2.**

15 Substitute, as defined in Section 1.2.1, shall be subject to Article I, Article X (Section 10.1), Article
16 XXI, Article XXII, and Schedule A. All other provisions of the agreement shall not apply.

17 **ARTICLE II – RIGHTS OF THE EMPLOYER**

18 **Section 2.1.**

19 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested
20 in management officials of the District. Included in these rights in accordance with applicable laws and
21 regulations is the right to direct the work force; the right to hire, promote, retain, transfer, and assign
22 employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against
23 employees; and the right to release employees from duties because of lack of work or for other legitimate
24 reasons. The District shall retain the right to maintain efficiency of the District operation by determining
25 the methods, the means, and the personnel by which such operation is conducted. The District shall have
26 the right to terminate the employment of persons working from sources other than District funds i.e. grants,
27 etc. when receipt of these funds has been terminated.

28 **Section 2.2.**

29 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
30 District.

31 In making rules and regulations relating to personnel policies, procedures and practices, and matters of
32 working conditions, the District shall give due regard and consideration to the rights of the Association and
33 the employees and to the obligations imposed by this Agreement.

34 **Sections 2.3.**

35 The District reserves the right to meet with the Association at mutually agreeable times to discuss District
36 policies and/or operations at the option of the District; up to four (4) such meetings per year shall be
37 mandatory. The Association will be given two (2) days’ notice of such meetings. The chapter president and
38 one (1) PSE board member shall attend.

1 Employees shall attend these meetings at no expense to the District when called outside employee's
2 workday. When called within workday, employee shall attend with no loss of regular scheduled pay.

3 **Section 2.4.**

4 The District shall utilize a formal employee evaluation process, including a Performance Evaluations
5 Report. Each employee will be formally evaluated a minimum of once a year and a maximum of twice a
6 year. (Appendix A)

7 **ARTICLE III – RIGHTS OF THE EMPLOYEES**

8 **Section 3.1.**

9 It is agreed that the employees in the units defined herein shall have and shall be protected in the exercise
10 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of
11 such employees to assist the Association shall be recognized as extending to participation in the
12 management of the Association, including presentation of the views of the Association to the Board of
13 Directors of the District or any other governmental body, group or individual. The District shall take
14 whatever action required or refrain from such action in order to assure employees that no interference,
15 restraint, coercion, or discriminations is allowed within the District to encourage or discourage membership
16 in any employee organization.

17 **Section 3.2.**

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

20 **Section 3.3.**

21 Each employee shall be provided a copy of all material placed in his or her personnel file within five (5)
22 days of its insertion and may review and copy the entire file upon request. All derogatory material
23 contained in the file shall be removed at employee request and by mutual agreement no later than two (2)
24 years after its placement in the file provided there is no further occurrence related to the original incident.
25 An employee may attach comments to any material that is a part of the personnel file. If there is
26 documentation in an employee's file that involves low level occurrences, this may be removed from the
27 personnel file no later than two (2) years upon mutual agreement of the District and employee.

28 The District is required by law to maintain misconduct documentation in the employee file indefinitely.

29 **ARTICLE IV – RIGHTS OF THE ASSOCIATION**

30 **Section 4.1.**

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

35 **Section 4.1.1.**

36 The District reserves the right to hold informal hearings with any employee. An informal hearing is
37 defined as a hearing whereby the Directors may hear the Administrator's side of the grievance, the
38 immediate supervisor of the employee and the employee individually and separately. The Directors

1 at the conclusion of the hearing shall determine whether conditions exist whereby additional action
2 is necessary.

3 **Section 4.1.2.**

4 The school calendar is to be bargained by May 1 each year. A multiple year school calendar may
5 extend for a maximum of three consecutive years.

6 **Section 4.2.**

7 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
8 employees in the units in accordance with the provisions of the Discharge and Grievance Procedure
9 Articles contained herein. The Association is entitled to have an observer at formal hearings conducted by
10 any District official or body arising out of grievance and to make known the Association's views
11 concerning the case.

12 **Section 4.3.**

13 The names of new employees in the units will be made available within two (2) weeks of the hire date to
14 the president of the Association and provide the Association with a copy of each School Board personnel
15 report. At the time of hire, the District will provide all bargaining unit employees a PSE new hire packet, to
16 be furnished by PSE

17 **Section 4.4.**

18 At the close of each payroll period, the District will provide Public School Employees of Washington/SEID
19 Local 1948 a dues remittance form indicating the names of new hires and changes in employment status of
20 existing employees.

21 **Section 4.5.**

22 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
23 officials of the Public School Employees of Washington/SEID Local 1948 State Organization.

24 **Section 4.6.**

25 The president of the Association or his/her designated representative will be provided time off without loss
26 of pay to a maximum of three (3) days per year to attend regional or state meetings when the purpose of
27 those meetings is in the best interests of the District as determined by the District Administration.

28 **Section 4.7.**

29 The District agrees that notice of principal request for waivers from the State will be provided to the
30 Association. Normally, the Association will receive such notice prior to obtaining classified employees'
31 commitment to cooperate to implement the waiver; but in no case will the Association receive the notice
32 later than two (2) weeks prior to the first consideration of such waiver request by the school board.

33 **ARTICLE V – APPROPRIATE MATTER FOR CONSULTATION AND NEGOTIATIONS**

34 **Section 5.1.**

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

1 full and reasonable employee participation in such personnel areas as are within the jurisdiction of the
2 employer.

3 **Section 5.2.**

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

7 **ARTICLE VI – ASSOCIATION REPRESENTATION**

8 **Section 6.1.1**

9 The Association representative shall represent the Association and employees in meeting with officials of
10 the District to discuss appropriate matters of mutual interest. They may receive and investigate to
11 conclusion complaints or grievances of employees and thereafter advise employees of rights and
12 procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances
13 or complaints. They may not, however, continue to advise the employee on courses of action after the
14 employee has indicated that he/she does not desire to pursue a grievance.

15 **Section 6.2.**

16 Visitation rights shall be granted to the designated representative of the Public School Employees of
17 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes of
18 grievance procedures and/or general information data. The visiting delegate shall notify the school district
19 of their arrival prior to meeting with employees. If the superintendent/principal is not available, a written
20 notice shall be kept with the office manager or executive assistant/communication director.

21 **Section 6.3.**

22 The Association may designate a Conference Committee of up to three (3) members who will meet with the
23 superintendent of the District and/or the superintendent's representatives on a mutually agreeable regular
24 basis to discuss appropriate matters. These meetings shall not be construed as bargaining sessions.

25 **ARTICLE VII – HOURS OF WORK**

26 **Section 7.1.**

27 Each employee shall be assigned to a designated shift during normal operating periods of the school
28 district.

29 **Section 7.1.1.**

30 Regular assignments for employees are not to exceed forty (40) hours per week. The District may
31 approve or assign additional hours as needed. All hours worked in excess of forty (40) hours per
32 workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly
33 rate. No employee shall work overtime or compensatory hours without prior authorization by
34 his/her supervisor. Employees who disregard the prior authorization rule for overtime may be
35 subject to discipline.

36 **Section 7.1.2.**

37 An employee may, at his/her option, request compensatory time off in lieu of overtime
38 compensation or payment for hours worked beyond the employee's normal work shift.

1 Compensatory time, with supervisor approval, may be accrued; provided, however, that records
2 shall be maintained and provided to the supervisor along with the monthly timecard documenting
3 all compensatory time earned and used. There must be a reasonable expectation that the employee
4 will be provided an opportunity to expend the accrued time. The District shall not solicit employees
5 to accept compensatory time in lieu of other compensation. Compensatory time in lieu of overtime
6 pay as provided in this article shall be accrued at the rate of one and one-half (1 ½) hours for each
7 hour worked. Compensatory time not used within the fiscal year in which it is earned shall be
8 converted to pay. Accrued hours must be used within three months of accrual. Comp time not used
9 within three months of accrual will be cashed out prior to the end of the current school year.

10 **Section 7.1.3.**

11 In the event that a para educator is requested by the District to fill in for a certificated teacher for
12 periods of time exceeding 4 hours, that para educator shall be compensated at the \$225 flat fee with
13 regular pay suspended. For periods less than 4 hours, the employee may elect to receive those hours
14 as comp time, as described in Section 7.1.2.

15 **Section 7.2.**

16 The shift may consist of eight (8) work hours, including at least a thirty (30) minute uninterrupted, non-paid
17 lunch period as near the middle of the shift as is practicable and also including a fifteen (15) minute first
18 half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the
19 middle of each half shift as is practicable.

20 Part-time employees working four (4) or more hours shall be provided with a fifteen (15) minute rest period
21 after two consecutive work hours.

22 The District shall follow the Fair Labor Standards Act regarding rest periods and uninterrupted, non-paid
23 lunch periods.

24 **Section 7.3.**

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

29 **Section 7.4.**

30 In the event an employee is assigned to a shift less than the normal work shift previously defined in this
31 Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work.

32 **Section 7.5.**

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

36 **Section 7.6.**

37 No employee's regular shift and workweek shall be changed without prior notice to the employee of two
38 (2) calendar weeks; provided, however, the employee may waive this notice. The District may, with as
39 much advance notice as possible, temporarily reassign an employee on an emergency basis.

40 **Section 7.7.**

1 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
2 District will make every effort to notify each employee before coming to work. Employees reporting to
3 work shall receive a minimum of one (1) hours pay at base rate in the event of such a closure; provided,
4 however, no employee shall be entitled to any such compensation in the event the employee has been
5 actually notified by the District of the closure prior to leaving home for work.

6 **Section 7.8.**

7 In the case of leave replacement and/or vacation coverage, an employee requested to work a shift regularly
8 filled by a higher classification employee shall receive compensation equal to that normally received the
9 employee in the higher classification. Permanent transfer to a higher or lower classification shall only be
10 made in writing by the District. The probationary rate will not be applicable in such situations, provided the
11 employee is not currently a probationary employee. No employee working outside his/her job description
12 shall be compensated at the higher/lower rate unless such work is done with written confirmation from the
13 District.

14 **Section 7.9.**

15 Uncompensated leave may be granted by the superintendent or superintendent's designee upon written
16 request and pre-approval in the event of an emergency, hardship, or special occasion. Additional
17 documentation may be required by the District. Compensated leave must be exhausted prior to using
18 uncompensated leave.

19 **Section 7.10. through 7.12. will return if transportation responsibilities return to the District.**

20 **Section 7.13 Classified employee protection**

- 21 A. Any case of an assault upon an employee shall be promptly reported to the designated District
22 representative. The Board will render assistance to the employee in connection with handling of the
23 incident by law enforcement authorities.
- 24 B. The Board shall reimburse employees for replacement of any clothing or other personal property
25 damaged or destroyed during the course of assigned duties and in the maintenance of order.
- 26 C. Any matter relating to unsafe health or safety conditions shall be reported to the building principal.
27 The District shall abide by the applicable safety standards set forth in the Washington Industrial
28 Safety and Health Act (WISHA).
- 29 D. Classified staff shall be informed prior to being assigned student(s) who show evidence of deviant
30 behavior that could present a safety problem to the students or staff. Classified staff shall be
31 provided with specific information about the known behavior pattern(s) of the student(s) and
32 suggested strategies for managing those behaviors.
- 33 E. Threats of injury or death to employees, including substitutes, will be investigated. An employee
34 who is threatened by any person or group while carrying out assigned duties will immediately
35 notify his or her supervisor, or be notified by the supervisor in the event the employee is not already
36 aware of the situation.
- 37 F. The District will take all reasonable steps to protect employees from cyber-bullying, derogatory
38 web postings and video, harassment via email, fraudulent personal websites and postings, false
39 electronic text messaging, or other technology misconduct that threatens an employee's safety
40 and/or professional reputation. The District will reasonably investigate evidence of such activity

1 and take action when appropriate. The employee or supervisor will have the option of notifying the
2 police.

3 **ARTICLE VIII - OVERTIME**

4 **Section 8.1.**

5 Overtime assignments shall be made in accordance with the needs of the District. The District
6 Administration or its delegate retains the prerogative of selecting the employee who shall be given overtime
7 employment.

8 In the assignment of overtime, the District agrees to provide the employee with as much advanced notice as
9 practicable under existing condition.

10 **Section 8.2.**

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

13 **Section 8.3.**

14 All hours worked on Saturday or Sunday shall be compensated at the rate of one and one-half (1 ½) times
15 the employee's base pay unless Saturday and Sunday are classified as part of the regular workweek or
16 voluntarily worked in lieu of workweek hours. This applied to employees in all units.

17 **Section 8.4. Compensatory Time Off – Removed for Redundancy**

18 **Section 8.5.**

19 Employees called back on a regular workday or called on Saturday or Sunday shall receive no less than two
20 (2) hours pay at the appropriate rate, such time worked will be computed to the next half hour.

21 **Section 8.6.**

22 Vocational training/instruction outside of the normal workday, which is required of an employee to
23 maintain his/her job, shall be compensated the regular rate of pay of the employee's base hourly rate.

24 **ARTICLE IX - HOLIDAYS**

25 **Section 9.1.**

26 All full-time employees shall receive the following paid holidays.

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

27 Note: The floating holiday must be taken at a mutually agreeable time during the current work year, or the
28 employee loses it.

29 **Section 9.1.1.**

1 Less than full-time employees shall receive the following paid holidays.

- | | |
|----------------------------------|---------------------------|
| 1. New Year's Day | 6. Veteran's Day |
| 2. Martin Luther King's Birthday | 7. Thanksgiving Day |
| 3. Presidents' Day | 8. Day after Thanksgiving |
| 4. Memorial Day | 9. Christmas Day |
| 5. Labor Day | |

2 **Section 9.2. Unworked Holidays**

3 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time
4 the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his/her
5 last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and in not
6 on unpaid leave, shall be eligible for pay for such unworked holiday. An exception to this requirement will
7 occur if the employee can furnish proof satisfactory to the District that because of illness he/she was unable
8 to work on either of such shifts, and his/her absence previous to such holiday by reason of such illness has
9 not been longer than thirty (30) regular workdays.

10 **Section 9.3. Worked Holidays**

11 Employees who are required to work on the above described holidays shall receive the next practicable
12 workday off with pay in lieu of the holiday as such. The day off will be within the workweek in which the
13 holiday occurs. Holiday time will be compensated at one and one-half (1 1/8) times the employee's base
14 salary.

15 **Section 9.4. Holidays During Vacation**

16 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1)
17 extra day of vacation with pay in lieu of the holiday as such.

18 **ARTICLE X – LEAVES**

19 **Section 10.1. Leave For Illness, Injury, and Emergency**

20 Each employee shall receive ten (10) days sick leave per year. Employees working less than one hundred
21 eight (180) days shall receive sick leave in the same ratio as the number of days worked is to one hundred
22 eight (180). Employees working eleven (11) or (12) months shall receive one additional day per month
23 worked. Sick leave shall be vested when earned and may be accumulated up to a maximum allowed by
24 statute. Sick leave will be granted only after it has been earned. Sick leave benefits shall be paid on the
25 bases of the basic hourly rate applicable to the employee's normal daily work shift at the time sick leave is
26 taken; provided, however, that should an employee's normal daily work shift increase or decrease
27 subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with his
28 or her normal daily work shift at the time the sick leave is taken and the accumulated benefits will be
29 expended on an hourly rather than a daily bases. Substitute and causal employees may be eligible for sick
30 leave accrual under RCW 49.46.210.

31 **Section 10.2.**

32 Sick leave will be granted for the following reasons.

- 33 1. Illness of the employee (any illness extending beyond three (3) days) may be required to be verified
34 in writing from the employee's physician.

1 2. **Sick Leave Time Off / Care of Family Members.** The District shall allow an employee to use a
2 choice of his/her accrued sick or other paid leave to care for a child of the employee under the age
3 of eighteen (18) with a health condition that requires treatment or supervision, a child of the
4 employee who is over the age of eighteen (18) who is incapable of self-care, or a grandchild who is
5 a dependent of and living with the employee if the dependent is under the age of eighteen (18) with
6 a health condition that requires treatment or supervision; or a spouse, parent, parent-in-law, or
7 grandparent of the employee who has a serious health condition or an emergency condition. The
8 definitions of the family relationships are spelled out in RCW 49.12.265. An employee may not
9 take advance leave until it has been earned.

10 3. Due to the lack of medical and dental facilities in Lyle School District, sick leave will be granted
11 for the purpose of doctor and dental appointments.

12 **Section 10.2.1. Paid Family and Medical Leave (PFML)**

13 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave
14 under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave,
15 employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall
16 be used consecutively with the employee's other leave entitlements unless the employee elects
17 otherwise.

18 **Section 10.2.2. Sick Leave Cash-out**

19 The District provides sick leave cash-out benefits per District Policy, which by this reference is
20 incorporated herein. The District policy will reflect allowable sick leave cash-out options under State
21 law.

22 **Section 10.2.3.**

23 In the event employees are absent for reasons which are covered by industrial insurance, the District
24 shall pay the employee an amount equal to the difference between the amount paid the employee by the
25 Department of Labor and Industries and the amount the employee would normally earn. A deduction
26 shall be made from the employee's accumulated sick leave in accordance with the amount paid to the
27 employee by the District. When an employee depletes their accumulated sick leave, the employee will
28 be placed on non-paid status, and sick leave payments will cease under this section.

29 **Section 10.2.4. Sick Leave Attendance Incentive Program**

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

37 **Section 10.2.5. Leave Sharing**

38 The District agrees to adopt a leave-sharing program for classified staff consistent with State law.

39 **Section 10.3. Bereavement Leave**

40 Each employee shall be entitled to a maximum of four (4) days and, at the discretion of the superintendent,
41 an additional two (2) days if over five hundred (500) miles with pay for the purpose of attending the funeral

1 of a family member. In addition, each employee shall be entitled to a maximum of ten (10) days leave
2 without pay per year for absence caused by death or serious illness to an employee's child, spouse, parent,
3 step-parent, grandparent, sibling, or parent-in-law. Such bereavement leave shall not be deducted from sick
4 leave. Bereavement lave is noncumulative.

5 For the purpose of this item, family member is defined to include:

6	mother	child to who the employee stands
7	father	in loco parentis, legan guardian, de facto parent
8	brother	regardless of age or dependency status
9	sister	stepfather
10	wife	stepmother
11	husband	stepson
12	registered domestic partner	stepdaughter
13	son	step grandchildren
14	daughter	grandparents
15	foster child	grandchildren
16	adopted child	in-law of a similar relationship
17	stepsister	
18	stepbrother	

19 **Section 10.4. Personal Leave**

20 Each employee shall be entitled to three (3) days personal leave paid per year. It can be carried over for a
21 total of six (6) days.

- 22 A. Request for personal leave must be in writing for preapproval to the superintendent's/principal's
23 office three (3) days in advance of the requested leave.
- 24 B. Part A above will be waived if the matter is of an emergency nature.
- 25 C. Employees shall be given the option to cash out any unused personal day(s) each year at the
26 employee's per diem rate of pay. Notification of intent to cash out unused leave must be given to
27 the Fiscal Manager by August 1st. In addition, any days that accrue above the six (6) days
28 accumulation limit shall be automatically cashed out at the employee's per diem rate and paid in the
29 September paycheck.

30 **Section 10.5. Maternity Disability Leave**

31 Maternity disability leave will be granted to pregnant employees beginning one (1) week prior to the due
32 date. In the event a physician finds the employee unable to work prior to that time, the leave will be granted
33 earlier. To be entitled to maternity leave under this section, the employee shall inform the District
34 superintendent a reasonable time in advance of her intention to take leave. Provided the employee has
35 accumulated a sufficient number of sick days, the employee will be eligible for sick pay for the period she
36 is unable to work due to her pregnant condition. The employee will return to work six (6) weeks after the
37 birth of the child unless a physician states in writing that the leave must be for a longer duration.

38 **Section 10.6. Paternity Leave**

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

41 **Section 10.7. Judicial Leave**

1 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a
2 codefendant with the District, such employee shall receive a normal day's pay for each day of required
3 presence in court; provided, however, that any compensation received for such service does not have to be
4 paid to the District (WAC 357-31-315). In the event that an employee is a party in a court action, such
5 employee may request a leave of absence.

6 If dismissed from jury duty and four (4) or more hours remain in the workday, the employee will contact
7 the building principal to determine if they should return to work for the remainder of the day. If the
8 employee is dismissed from jury duty the previous evening, the employee will inform the principal.

9 **Section 10.8. Federal and State Family Leave**

10 The District will follow and adhere to the Federal and State Family Leave Act.

11 **ARTICLE XI – LEAVE OF ABSENCE**

12 **Section 11.1.**

13 Upon recommendation of the immediate supervisor through administrative channels to the superintendent,
14 and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for
15 a period not to exceed one (1) year. The superintendent or his designee may approve an unpaid leave of
16 absence of twenty (20) days or less.

17 **Section 11.2.**

18 The returning employee will not necessarily be assigned to the identical position occupied before the leave
19 of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be
20 reinstated to a position equivalent in duties and salary to that held at the time the request for leave of
21 absence was approved.

22 **Section 11.3.**

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

26 **ARTICLE XIII – VACATIONS**

27 **Section 12.1.**

28 Upon completion of the first year of service with the School District, each FTE employee shall be granted
29 five (5) days paid vacation per year. Upon completion of the second through the sixth year of service with
30 the school district, each FTE employee shall be granted ten (10) days paid vacation per year. Upon the
31 completion of the seventh through the fifteenth year of service with the school district, each FRE employee
32 shall be granted fifteen (15) days paid vacation per year. Upon completion of sixteen years of service with
33 the school district, each FTE employee shall be granted twenty (20) days paid vacation per year. Vacation
34 shall be taken at a mutually agreeable time.

35 **Section 12.2. Eligibility**

36 An employee becomes eligible to house his or her vacation credit after reaching the first employment
37 anniversary date, except in cases of new employees who began working after July 1, then the employee

1 shall be granted his/her first vacation after the subsequent July 1, prorated from the date of employment
2 until June 30.

3 **Section 12.3.**

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

8 **ARTICLE XIII – SENIORITY AND LAYOFF PROVISIONS**

9 **Section 13.1.**

10 The seniority of an employee in the bargaining unit shall be established as of the date on which he or she
11 was hired by the District (hereinafter “hire date”) unless such seniority shall be lost hereinafter provided.

12 **Section 13.1.1**

13 District hire date is defined as the date on which an employee began continuous regular
14 employment with the District.

15 **Section 13.1.2.**

16 Seniority date is defined as the date on which an employee began employment in their current or
17 any general job classification within the District. As used in the Agreement, general job
18 classifications are those set forth in Article I, Section 1.2.

19 **Section 13.2.**

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

- 21 A. Resignation.
22 B. Discharge for any reason contained in the Agreement.
23 C. Retirement.

24 **Section 13.2.1. Reclassification**

25 When the District reclassifies or consolidates positions on Schedule A, employees shall not be assigned
26 a new hire date, but will maintain their original district hire date as their seniority date.

27 **Section 13.3.**

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

- 29 1. Time lost by reason of industrial accident, industrial illness or jury duty.
30 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
31 States.
32 3. Time spent on other authorized leaves of absence, not to exceed one (1) year.

33 **Section 13.4.**

34 The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation
35 periods and special services (including overtime). The employee with the earliest hire date shall have
36 preferential rights regarding promotions and layoffs when ability and performance are substantially equal
37 with those individuals’ junior to him. If the District determines that seniority rights should not govern
38 because a junior employee possesses ability and performance substantially greater than a senior employee or

1 senior employees, the District shall set forth in writing to the employee or employees and the organization's
2 grievance committee chairman its reasons why the senior employee or employees have been bypassed. In
3 the event of a reduction in force layoff, employees shall be re-employed in order of seniority.

4 **Section 13.5.**

5 For purposes of bidding for new or open positions, seniority rights shall be considered. New or open
6 positions shall be opened for bid to all employees within the bargaining unit and shall be filled by District-
7 wide seniority subject to the provisions of this Article.

8 **Section 13.5.1.**

9 Any qualified employee who makes application to fill a vacancy in another classification shall have
10 preferential seniority rights over any applicant outside the bargaining unit who applied for the
11 vacancy.

12 If the District determines that seniority right should not govern because a junior employee
13 possesses ability and performance substantially greater than a senior employee or senior employees,
14 the District shall set forth in writing to the employee or employees and the organization's president
15 its reasons why the senior employee or employees have been bypassed.

16 **Section 13.5.2.**

17 In applying for new or open positions, if the selected employee is an existing employee, he/she will
18 be given twenty (20) workday trial period and if the new job is deemed unsatisfactory to with the
19 employee or the supervisor, the employee will be reassigned to the former position.

20 **Section 13.6.**

21 The District shall post in all workplaces and provide the Association, in writing, notice of vacant positions
22 as soon as possible after the District has been apprised of the opening. Prior to closing, new or vacant
23 positions will remain posted for a minimum of five (5) workdays; ten (10) days during summer vacation.

24 **Section 13.6.1.**

25 The District shall post as a new position any increase of time for and existing food service or para
26 pro assignment that exceeds fifteen (15) minutes per day or seventy-five (75) minutes per week.
27 Such posting may be waived for an increase to an existing special education position, state or
28 federal categorical position, or grant program position, when the increase for the position is due to a
29 change in student eligibility requirements.

30 **Section 13.7.**

31 In the event an employee has his/her hours of work reduced (either by District or as a result of being
32 bumped by another employee), the employee will then and only then have bumping rights as follows:

- 33 A. If the employee has a seniority date in only one job classification, the employee may bump any
34 junior employee in that job classification provided the District does not determine that seniority
35 rights should not govern because the junior employee possesses ability and performance
36 substantially greater than the senior employee. Should that be the case, the District shall set forth in
37 writing to the senior employee and the organization's grievance committee chairman its reasons
38 why the senior employee cannot bump that particular junior employee.
- 39 B. If the employee has his or her hours reduced to zero (0) and has previous experience in another
40 classification within the District, then that employee's combined seniority shall determine bumping

1 rights. The employee may bump any junior employee in that job classification that the employee
2 has been most recently working. Should there be no employee to bump in that job classification,
3 then the employee would have the right to bump into his/her other job classification. The District
4 would have the same authority to deny bumping rights as specified in Section 13.7.A above.

5 **Section 13.8.**

6 In the event of a layoff, employees so affected are to be placed on a reemployment list maintained by the
7 District according to layoff ranking. Such employees are to have priority in filling an opening in the
8 classification held immediately prior to layoff. Names shall remain on the reemployment list for one
9 hundred eighty (180) calendar days. In the event employees notify the District that they have obtained
10 employment elsewhere prior to one hundred eighty (180) calendar days, their names will be removed from
11 the reemployment list at that time the District is notified.

12 **Section 13.9.**

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

15 **Section 13.10.**

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

18 **Section 13.11.**

19 September of each year, the District shall provide the Association president with a current seniority list. The
20 list shall include District seniority by hire date and classification by classification seniority by hire date.

21 **ARTICLE XIV – PROBATIONARY PERIOD**

22 **Section 14.1.**

23 Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following
24 the hiring date; provided, however, summer vacation will not count toward satisfying the probation period
25 requirements for any less than full-time employee.

26 Probationary employees will be given a copy of the evaluation form at the time of hire. The supervisor will
27 meet with the employee by the 25th workday of employment with the District. The supervisor will identify
28 any job performance deficiencies as identified on the evaluation form and suggest steps the employee can
29 take to correct the deficiencies. If the job performance has not improved at the end of the 90-day
30 probationary period, the District may exercise their right to release the employee.

31 **Section 14.2.**

32 At the end of the probationary period, the employee will be subject to all rights and duties contained in the
33 Agreement retroactive to his/her hire date.

34 **ARTICLE XV – DISCIPLINE AND DISCHARGE OF EMPLOYEES**

35 **Section 15.1.**

36 The District may discipline or discharge any employee subject to this Agreement for justifiable cause
37 occurring at any time during the calendar year regardless of whether or not they are regular full-time or

1 regular part-time employees. A rebuttal letter may be placed in the employee's personnel file by the
2 employee.

3 If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass
4 the employee before other employees or the public.

5 **Section 15.2.**

6 The issue of justifiable cause shall be resolved in accordance with the Grievance Procedure of the
7 Agreement.

8 **Section 15.3.**

9 Except in extraordinary cases, the District shall give employees two (2) weeks' notice of intention to
10 discharge.

11 **ARTICLE XVI – ANNUAL NOTIFICATION TO NON-ANNUAL EMPLOYEES**

12 **Section 16.1.**

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

15 **Section 16.2.**

16 Should the District decide to eliminate a position or to reduce hours of work for the upcoming school year,
17 the District shall make every effort to notify the employee by May 15.

18 **Section 16.3.**

19 The District shall give employees two (2) weeks' notice of intention to eliminate a position or to reduce
20 hours of work as specified in Section 16.2.

21 **ARTICLE XVII – RETIREMENT**

22 **Section 17.1.**

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

26 **Section 17.2.**

27 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan. On
28 receipt of a written authorization by an employee, the District shall make the requisite withholding
29 adjustments, and deductions from the employee's salary, and, if applicable, direct the county auditor to
30 make appropriate disbursements to the plan in like manner with other deduction authorized by this
31 Agreement.

32 **Section 17.2.**

33 All employees subject to the Agreement shall be entitled to participate in a tax shelter annuity plan. On
34 receipt of a written authorization by an employee, the District shall make the requisite withholding
35 adjustments, and deductions from the employee's salary, and, if applicable, direct the county auditor to
36 make appropriate disbursements to the plan in like manner with other deduction authorized by this
37 Agreement.

1 **ARTICLE XVIII – INSURANCE**

2 **Section 18.1.**

3 Effective September 1, 2019 through December 31, 2019, the District will pay the state allocated insurance
4 amount per 1,440 hour FTE employee toward the payment of medical and dental insurance premiums. That
5 amount is available for 1.0 FTE employees (employees working 1,440 hours) with less than 1.0 FTE
6 employees being provided a prorated amount in accordance with their insurance FTE. Any money
7 remaining will be pooled to pay out-of-pocket expenses incurred by members. The benefit pool will be
8 established in October of each year, under the current plan.

9 **Section 18.1.**

10 The District will pay the full coverage of the HCA retirement stipend. In the event of a double levy
11 failure, this section of the contract will be re-opened for negotiations.

12 **Section 18.2. School Employees Benefits Board (State Health Insurance Plan)**

13 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans,
14 follow employee eligibility rules and provide funding for all bargaining unit members and their dependents
15 as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB).
16 The district and employee shall pay the designated proportion of the payroll premium in accordance with
17 state law. Employees must work a minimum of 630 hours year to qualify for coverage.

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

20 Since State law and SEBB do not provide options insurance plans, the employer agrees to provide all
21 eligible employees the following optional insurance plans: cancer and VEBA (Voluntary Employees
22 Benefits Association).

23 If an employee is terminated or terminates his/her employment, their coverage will terminate at the end of
24 the current month. The District will follow federal requirements regarding COBRA.

25 **Section 18.3.**

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

27 **Section 18.4.**

28 The District shall make requisite contributions to the state industrial insurance fund or its equivalent for all
29 employees subject to this Agreement.

30 **Section 18.5.**

31 Subject to present, pending and future legislation, the District shall make whatever contributions to the
32 Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all
33 employees subject to this Agreement.

34 **Section 18.6.**

35 Medical examinations, including drug and alcohol screens (see District Policy), and health cards required
36 as a condition of employment shall be paid by the District; provided, however, that the District may
37 designate a specific physician or clinic. For physicals, if a different physician is selected by an employee,
38 that employee must pay the difference in cost, if it is more than that paid by the District.

1 **ARTICLE XIX – BULLETIN BOARDS**

2 **Section 19.1.**

3 The District shall provide a bulletin board space in each school for the use of the Association. The bulletins
4 posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be
5 signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be
6 posted by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or
7 literature on District property, other than herein provided.

8 **Section 19.2.**

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

11 **ARTICLE XX – POSITION DESCRIPTIONS**

12 **Section 20.1.**

13 The District will provide the Association with complete job descriptions for all employees subject to this
14 Agreement.

15 **Section 20.2.**

16 The District will provide the Association with such amendments, changes, and additions to job descriptions
17 as they may from time to time occur.

18 **ARTICLE XXI – MAINTENANCE OF MEMBERSHIP**

19 **Section 21.1.**

20 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the
21 Association in good standing shall, maintain membership in the Association in good standing unless
22 membership is revoked through contact with the Association in writing.

23 **Section 21.2.**

24 The District agrees to accept dues authorizations via paper form, voice authorization or by E-signature in
25 accordance with “E-SIGN.” PSE will provide a list of the members who have agreed to Association
26 membership via any of the above methods. In addition, upon request, access will be given to the District the
27 .wav files associated with the voice authorizations.

28 **Section 21.3. New Employee Orientations**

29 Within 90 days of employment of a new hire, the Association shall have the opportunity to present
30 information about PSE to the new employees. This meeting shall be voluntary on the part of the new
31 employee, may last up to (3) thirty minutes and will occur during the District’s new employee orientation,
32 or at another time mutually agreed between the District and the Association. This access will be provided
33 during the new employee’s regular work hours at the employee’s work site or at a location mutually agreed
34 upon by the District and the Association.

35 **Section 21.4. Member Lists**

1 The District will provide PSE a quarterly bargaining unit list transmitted electronically, containing every
2 bargaining unit employee's: name; classification; job title; work location; phone number; address; e-mail
3 address; hourly rate of pay; hours worked; and union dues paid.

4 **ARTICLE XXII – CHECKOFF**

5 **Section 22.1.**
6 Upon written authorization of any public employee within the bargaining unit, the District shall deduct
7 from the pay of such public employee the monthly amount of dues, certified by the secretary of the Public
8 School Employees of Washington/SEIU Local 1948 (PSE), and shall transmit the same to the treasurer of
9 PSE/SEIU Local 1948. The District shall deduct local dues as established by the local PSE chapter and
10 remit the same to the treasurer of the Local PSE Chapter.

11 **Section 22.2. Committee on Political Empowerment (COPE) – Political Action Committee**
12 The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct
13 from the pay of such bargaining unit employee the amount of contribution the employee voluntarily
14 chooses for deduction for political purposes and shall transmit he same to the Association. **Section 22.3** of
15 the Collective Bargaining Agreement shall apply these deductions. The employee may revoke the request at
16 any time. At least annually, the employee shall be notified by the PSE State Office about the right to revoke
17 the request.

18 **ARTICLE XXIII – GRIEVANCE PROCEDURE**

19 **Section 23.1.**
20 Grievances or complaints arising between the District and its employees within the bargaining unit defined
21 in Article I herein, with respect to matters dealing with the application of the terms and conditions of this
22 Agreement, shall be resolved in strict compliance with this Article.

23 **Section 23.2. Grievance Steps**

24 **Section 23.2.1. Step 1**
25 The employee shall first discuss the grievance with his/her immediate supervisor, superintendent, or
26 his or her delegate. If the employee wishes, he or she may be accompanied by a local Association
27 representative at such discussion. All grievances not brought to the immediate supervisor in
28 accordance with the preceding sentence within twenty-five (25) workdays of the occurrence of the
29 grievance shall be invalid and subject to no further processing.

30 **Section 23.2.2. Step 2**
31 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
32 subsection, the employee shall reduce to writing a statement of the grievance containing the
33 following:

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

1 The employee shall submit the written statement of grievance to his or her immediate supervisor for
2 reconsideration and shall submit a copy to the official in the Administration responsible for
3 personnel. The parties will have five (5) workdays from submission of the written statement of
4 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable
5 disposition is made, all parties to the grievance shall sign it.

6 **Section 23.2.3. Step 3**

7 If no settlement has been reached within five (5) workdays referred to in the preceding subsection,
8 and the Association believe the grievance to be valid, a written statement of grievance shall be
9 submitted within fifteen (15) workdays to the District superintendent or his/her designee. After such
10 a submission, the parties will have ten (10) workdays from submission of the written statement of
11 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable
12 disposition is made, all parties to the grievance shall sign it.

13 **Section 23.2.4. Step 4**

14 Is no settlement has been reached within the ten (10) workdays referred to in the preceding
15 subsection, and the Association believes the grievance to be valid, a written statement of grievance
16 shall be submitted within fifteen (15) workdays to the District Board of Directors. After such
17 submission, the parties will have thirty (30) workdays from submission of the written statement of
18 grievance to resolve it by indicating on the statement of grievance the disposition. Is an agreeable
19 disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the
20 right to summon the employee for an oral statement of the grievance. The employee reserves the
21 right to appear before the Board of Directors to explain the grievance. At any appearance before the
22 Board of Directors, except as provided for in Section 4.1.1, the employee may be accompanied by
23 an Association representative or designee.

24 **Section 23.2.5 Step 5**

25 If no settlement has been reached within the thirty (30) workdays referred to in the preceding
26 subsection, and the Association believes the grievance to be valid, the employee may demand
27 arbitration of the grievance. The expedited labor arbitration rules of the American Arbitration
28 Association shall be used. The decision of the arbitrator shall be final and binding on both parties.

29 **Section 23.3.**

30 The employer shall not discriminate against any individual employee or the Association for taking action
31 under this Article.

32 **ARTICLE XXIV – SALARIES**

33 **Section 24.1.**

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

36 **Section 24.2.**

37 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and
38 conditions of Section 26.3. Should the date of execution of this Agreement be subsequent to the effective
39 date, salaries, including overtime, shall be retroactive to the effective date.

40 **Section 24.3.**

1 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
2 Agreement.

3 **Section 24.4.**

4 Employees subject to this Agreement who are required in the course of their employment to use their
5 personal vehicles shall be reimbursed by the District at the prevailing federal rate.

6 **Section 24.5.**

7 The December payroll date shall be the last school day in December provided District funds are available.

8 **Section 24.6. Paraeducator Training Certificate**

9 Effective September 1, 2019, all paraeducators defined as classified school employees who work under the
10 supervision of a certificated or licensed staff member to support and assist in providing instructional and
11 other services to the students and their families must meet the following minimum requirements:

- 12 1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; and
- 13 2. Have a received a passing grade on the education testing service (ETS) paraeducator assessment; or
 - 14 a. Hold an associate of arts degree; or
 - 15 b. Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an
 - 16 institution of higher education; or
 - 17 c. Have completed a registered apprenticeship program.

18 Paraeducators who have successfully met the above standard will be required to complete the Fundamental
19 Course of Study (FCS). The District must provide 12 hours of paid training and associated costs on the
20 state standards of practice for all paraeducators during the 2019-20 school year. The District will also
21 provide access to computers and other technology needed to be successful in obtaining the FSC and
22 certificates.

23 **ARTICLE XXV – SEPARABILITY OF PROVISIONS**

24 **Section 25.1.**

25 The provisions of this Agreement are deemed to be separable to the extent that should any part hereof or
26 any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently
27 enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or
28 portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full
29 force and effect.

30 **Section 25.1.1.**

31 In the event the foregoing section is determined to apply any provision of this Agreement, such provision(s)
32 shall be renegotiated pursuant to Section 26.3.

33 **ARTICLE XXVI – TERM**

34 **Section 26.1.**

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

36 **Section 26.2.**

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

3 **Section 26.3.**

4 This Agreement may be reopened and modified at any time during its term upon mutual consent of both
5 parties in writing. For the term of this Agreement, Schedule A shall be increased September 1 of each year
6 as follows. Should the legislature hereafter authorize and fund a salary and/or insurance increase for
7 classified school employees, the District will pass through IPD to the classified union members and apply
8 the same adjustment to all member of the bargaining unit. The salary increase will be based on the State-
9 funded IPD for classified employees.

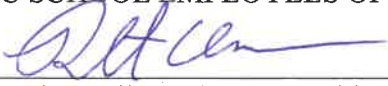
- 10 • Effective September 1, 2024, Schedule A wages will increase by a total of 3.7% and each classified
11 staff will receive a \$200/year bonus via direct deposit for the first two (2) years of the Agreement.
12 The third year is IPD only.
- 13 • Schedule A shall be reopened each year of this agreement to consider wage and longevity increases.

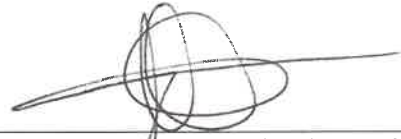
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

LYLE SCHOOL DISTRICT #406

PUBLIC SCHOOL EMPLOYEES OF LYLE

By: 
Robert Allen, Chapter President

By: 
Traci Waddington, School Board Chairperson

Date: 10/10/24

Date: 10/9/2024

By: 
Dr. Ann Varkados, Superintendent

Date: 10/10/24

1
2
3

SCHEDULE A

**LYLE SCHOOL DISTRICT #4.6
SEPTEMBER 1, 2024 – August 31, 2025**

2024-2025 Classified Salary Schedule

Classification	First 30 days rate	Up to 5 years	5 + years	10 + years	15 + years	20 + years	25 + years
Mechanic	26.62	28.82	28.87	29.16	30.31	30.92	31.84
Lead Cook	21.66	23.02	23.25	23.45	24.45	24.89	25.60
Cook	20.50	21.85	22.09	22.28	23.28	23.72	24.43
Para-Pro	20.50	21.85	22.09	22.28	23.28	23.72	24.43
Digital	22.59	23.99	24.22	24.48	25.53	26.06	26.84
Secretary	22.59	23.99	24.22	24.48	25.53	26.06	26.84
Maint	23.72	25.10	25.38	25.59	26.72	27.26	28.08
Maint/Cust Lead	23.72	25.10	25.38	25.59	26.72	27.26	28.08
Custodian	21.85	23.20	23.44	23.70	24.71	25.22	25.98

4
5 **Substitutes will notify the District Office after they have completed 30 days of work in order to advance to*
6 *the regular rate of pay on the salary schedule.*

APPENDIX A

LYLE SCHOOL DISTRICT NO. 406 CLASSIFIED EMPLOYEE EVALUATION

NAME: _____	LAST REVIEW DATE: _____
JOB TITLE: _____	EVALUATION DATE: _____
DEPT: _____	HIRE DATE: _____

Key: S = Satisfactory NI= Needs Improvement U = unsatisfactory NA = Not Applicable

QUALITY OF WORK

_____	Takes pride in appearance of work	_____	Meets expectations of assignment
_____	Works accurately	_____	Demonstrates organizational skills

COMMENTS:

WORK HABITS

_____	Punctuality	_____	Maintains a neat work area
_____	Follows procedure for absence notification	_____	Exhibits problem-solving skills
_____	Uses time efficiently	_____	Dresses appropriately for position
_____	Maintains confidentiality	_____	Takes initiative

COMMENTS:

JOB ATTITUDE

_____	Accepts responsibility	_____	Demonstrates cooperative attitude
_____	Suggest changes for improvement	_____	Responds to suggestions well

COMMENTS:

TECHNICAL ABILITY

_____	Possesses skills for position	_____	Operates equipment required for job
_____	Has specific knowledge of the job	_____	

COMMENTS:

HUMAN RELATIONS

_____	Demonstrates effective communications	_____	Deals courteously with public
_____	Deals courteously with students	_____	Deals courteously with staff (including peers)

COMMENTS:

EMPLOYEE'S OVERALL PERFORMANCE IS:

Satisfactory_____ Needs Improvement_____ Unsatisfactory_____

COMMENTS:

I have read and had an opportunity to discuss my evaluation with the Building Principal / Program Supervisor. My signature does not mean I agree with the evaluation; only that I have had the discussion and received a copy. I may submit comments to the evaluation on a separate page within (20) workdays following the conference. My comments will be attached to the evaluation and become a part thereto. This form may not be used for discipline. Training may be required in areas marked as unsatisfactory.

_____	Date	_____	Building Principal / Program Supervisor Date
Employee			