

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Taholah School District #77**

**AND**

**Public School Employees of Taholah**

SEPTEMBER 1, 2023 - AUGUST 31, 2026



**Public School Employees of Washington / SEIU Local 1948**

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1    **PREMBLE**

2  
3 This Agreement is made and entered into between the Taholah School District #77 (hereinafter  
4 "District") and the Public School Employees of Taholah (hereinafter "Association"), an affiliate of  
5 Public School Employees of Washington / SEIU Local 1948.  
6

7  
8  
9    **ARTICLE I**

10  
11     **RECOGNITION**

12  
13 **Section 1.1.**

14 The District recognizes the Association as the exclusive bargaining representative for all regular part-  
15 time and full-time classified employees in the general job classifications of: food service,  
16 secretarial/clerical, paraprofessional, custodial/maintenance, and transportation. Specifically excluded  
17 from the bargaining unit are all certificated positions, Business Manager, Superintendent’s  
18 Secretary/HR and casual substitute employees.  
19

20                    **Section 1.1.1.**

21                    Included in the bargaining unit are substitute employees who work thirty (30) days or more in a  
22 school year and who continue to work for the District. Step 1 of Schedule A is the sole  
23 provision of this Agreement applicable to such substitute employees.  
24

25 **Section 1.2.**

26 When job descriptions are created or amended by the District, said job descriptions will be made  
27 available to the Association.  
28  
29

30    **ARTICLE II**

31  
32     **RIGHTS OF THE EMPLOYER**

33  
34  
35 **Section 2.1.**

36 Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to  
37 others of the policy-making authority of the board of directors, such authority the board of directors  
38 specifically reserves unto itself. The management and direction of the work force is vested exclusively  
39 in the board of directors subject to the term of this Agreement. All matters not specifically and  
40 expressly covered or treated by the language of this Agreement may be administered by the board of  
41 directors in accordance with the policies and procedure of the board of directors. Management  
42 prerogatives shall not be deemed to exclude other management rights not specifically enumerated  
43 herein. Management officials specifically retain the right to direct employees covered by this  
44 Agreement as follows: hire, promote, retain, transfer, and assign employees; suspend, discharge,  
45 demote, or take other disciplinary action against employees; release employees from duties because of  
46 lack of work or for other legitimate reasons; determine the method, number, kind, and specific  
47 personnel by which operations undertaken by employees in the unit are to be conducted; and designate



1 the work to be performed and the places where and the manner in which such work is to be performed.  
2 These management rights are subject only to the express terms of this Agreement.

3  
4 **Section 2.2.**

5 Upon reasonable suspicion, employees may be required to undergo a test or tests for a controlled  
6 substance. An employee testing positive for a controlled substance may be subject to discipline  
7 including discharge, unless said employee voluntarily enters a recognized rehabilitation program. An  
8 employee may use leaves as provided in this Agreement for the purpose of rehabilitation.

9  
10  
11  
12 **ARTICLE III**

13  
14 **RIGHTS OF EMPLOYEES**

15  
16 **Section 3.1.**

17 Neither the District nor the Association shall discriminate against employees or applicants for  
18 employment on the basis of race, creed, religion, color, national origin, age, honorably-discharged  
19 veteran or military status, sex, sexual orientation including gender expression or identity, marital  
20 status, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or  
21 service animal by a person with a disability. The District will follow all State and Federal laws  
22 governing non-discrimination.

23  
24 **Section 3.2.**

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

27  
28 **Section 3.3.**

29 Employees subject to this Agreement have the right to have Union representatives including the PSE  
30 Field Representative, present at discussions between themselves and supervisors or other  
31 representatives of the District when such discussions are part of an investigation that could lead to  
32 discipline of the employee or when discipline is announced to an employee. In no event will such  
33 discussion be delayed more than twenty-four (24) hours to provide for Union representation.

34  
35 **Section 3.4.**

36 The District shall maintain an official personnel file for each employee. Said file will be kept in the  
37 District administration office. Each employee has the right to review the contents of his/her personnel  
38 file. The employee has the right to be accompanied by a Union representative during such review  
39 provided the District has no less than a twenty-four (24) hour notice that the employee will exercise  
40 his/her right of such Union representation. During the review, the employee may make a copy of any  
41 item(s) in the file at District expense.

42  
43 **Section 3.5.**

44 Each employee shall be provided a copy of all material placed in his or her personnel file within ten  
45 (10) working days. An employee may attach written comments to any document that is part of the  
46 employee's personnel file; provided that the comments shall be signed and dated by the employee at  
47 the time the comments are written, attached, and placed in the employee's personnel file.

1 **Section 3.6.**

2 Unless otherwise required by recognized State, County, or Tribal authority, employees will not be  
3 required to re-enter a District building that has been evacuated until said building has been declared  
4 safe by an appropriate authority.

5  
6 **Section 3.6.1.**

7 Any case of assault upon an employee shall promptly be reported to the employer or the  
8 employer’s designated representative. The employer will notify the appropriate authority.

9  
10 **Section 3.7.**

11 The placement of any district video camera on a bus is designed to monitor student behavior.  
12  
13

14  
15 **ARTICLE IV**

16  
17 **RIGHTS OF THE ASSOCIATION**

18  
19 **Section 4.1.**

20 The Association has the right and responsibility to represent the interests of all employees in the  
21 bargaining unit, including the right to bargain wages prior to the District’s implementation of wages  
22 for a new position or changes in wages for current positions.  
23

24 **Section 4.2.**

25 The designated representative of Public School Employees of Washington / SEIU Local 1948 has the  
26 right to meet with employees in the bargaining unit. Such representative shall notify the school district  
27 of his/her arrival and the purpose of the meeting. Meetings described above shall not interfere with the  
28 operation of the school district. Meetings will be held during lunch periods or before or after shifts.  
29

30 **Section 4.3. Bulletin Boards.**

31 The District will designate a bulletin board for PSE use. Any information posted by the Association  
32 will be signed by the Association official responsible for the posting.  
33

34 **Section 4.4.**

35 If the employer has the information in the employer's records, the employer shall provide to the  
36 exclusive bargaining representative the following information for each employee in an appropriate  
37 bargaining unit:

- 38 (a) The employee's name and date of hire;
- 39 (b) The employee's contact information, including:
  - 40 (i) Cellular, home, and work telephone numbers;
  - 41 (ii) work and the most up-to-date personal email addresses; and
  - 42 (iii) home address or personal mailing address; and
- 43 (c) Employment information, including the employee's job title, salary or rate of pay, and  
44 work site location or duty station.

45  
46 Such information will be provided on or before the first day of October. The District will provide the  
47 Association the same information for employees hired after October.



1            **Section 4.4.1.**

2            The Association has the responsibility to distribute this Agreement to all represented  
3            employees.

4  
5  
6  
7                                   **ARTICLE V**

8  
9                                   **HOURS OF WORK AND WAGES**

10  
11            **Section 5.1.**

12            Each employee will work the hours assigned by the District.

13  
14            **Section 5.2.**

15            Each employee assigned to work more than eight (8) hours per day or forty (40) hours per work week  
16            will be paid time and one-half (1½). Bus drivers will receive time and one half for all assigned time in  
17            excess of forty (40) hours per week and for all assigned time in excess of eight (8) hours on Saturday.

18  
19            **Section 5.3.**

20            The work week shall normally consist of five (5) consecutive days followed by two (2) consecutive  
21            days of rest.

22  
23            **Section 5.4.**

24            All shifts of more than four (4) hours duration shall have a fifteen (15) minute first half and a fifteen  
25            (15) minute second half rest period only. An unpaid thirty (30) minute uninterrupted lunch period will  
26            be taken during each eight (8) hour shift, approximately between each four (4) hour half.

27  
28            **Section 5.5. Bus Drivers.**

29  
30                            **Section 5.5.1.**

31            Each bus driver will follow District policy and administrative rules and regulations on student  
32            discipline procedures.

33  
34                            **Section 5.5.2.**

35            Each driver required to work on a state required school holiday or Sunday, will be paid time  
36            and one half for each hour of assigned work.

37  
38                            **Section 5.5.3.**

39            Standby time will be paid at the standby rate as per Schedule A.

40  
41                            **Section 5.5.4.**

42            The maximum cost of a driver's physical exam required by the state will be paid by the District.

43  
44                            **Section 5.5.5.**

45            Each substitute driving assignment will be a minimum of two (2) hours, during this time, the  
46            employer may assign additional duties if the driving duties are less than two (2) hours.



1 **Section 5.6.**

2 During summer, spring, and winter breaks, custodial/maintenance employees may, at the sole  
3 discretion of the District, be assigned a four (4) day, ten (10) hour per day work week.  
4

5 **Section 5.7.**

6 Teacher assistants or instructional assistants who cover a class in place of an absent teacher for three  
7 (3) consecutive hours, or more, will be paid the following rate.

8 Five dollars and seventy-five cents (\$5.75) per hour above their current hourly wage.  
9

10 Classified employees are not expected to provide an instructional program while covering an absent  
11 teacher’s assignment.  
12  
13  
14

15 **ARTICLE VI**

16 **LEAVES/VACATION**

17  
18 **Section 6.1. Illness, Injury, and Emergencies.**

19 Each employee shall accumulate twelve (12) days annual leave for illness, injury, and emergencies as  
20 defined herein (referred to hereafter as "sick leave"). Employees hired after September 1 will have  
21 sick leave prorated.  
22  
23

24 **Section 6.1.1.**

25 Sick leave accumulated by an employee while employed in any school district in the state shall  
26 be granted to such person upon employment in the District, provided such accumulated sick  
27 leave is verified by the previous employer(s).  
28

29 **Section 6.1.2.**

30 In the case of an absence in excess of three (3) consecutive working days, the board of directors  
31 reserves the right to ask for a doctor's validation of illness.  
32

33 **Section 6.1.3.**

34 Compensation for sick leave shall be the same as the compensation the person would have  
35 received had such person not taken sick leave.  
36

37 **Section 6.1.4. Leave Sharing.**

38  
39 A. District employee is eligible to receive donated leave if at least #1 – 4 below are all true:

- 40  
41 1. The employee suffers from, or has a relative or household member suffering from, an  
42 illness, injury, impairment, condition, call to service, emergency volunteer service, or  
43 consequence of domestic violence, sexual assault, or stalking which has caused, or is  
44 likely to cause, the employee to go on leave-without-pay status or terminate his/her  
45 employment;  
46 2. The employee’s absence and the use of shared leave are justified by documentation;



- 1 3. The employee has depleted, or will shortly deplete, his/her annual leave and sick leave  
2 reserves;
- 3 4. The employee has abided by District rules regarding sick leave use; and
- 4 5. The employee has diligently pursued and been found to be ineligible to receive  
5 industrial insurance benefits.
- 6 6. The employee has been called to service in the uniformed services;
- 7 7. A state of emergency has been declared anywhere within the United States by the  
8 federal or any state government and the employee has needed skills to assist in  
9 responding to the emergency or its aftermath and volunteers his or her services to either  
10 a governmental agency or to a nonprofit organization engaged in humanitarian relief in  
11 the devastated area, and the governmental agency or nonprofit organization accepts the  
12 employee's offer of volunteer services; or
- 13 8. The employee is a victim of domestic violence, sexual assault, or stalking.

14  
15 In the event that the condition requiring the employee's absence continues beyond the  
16 current school year, the employee shall not receive a total of more than 522 days of  
17 leave during his/her employment with the District, except as noted in RCW 41.04.665.  
18

19 B. District employees may donate leave as follows:  
20

- 21 1. An employee who has an accrued annual leave balance of more than ten (10) days may  
22 request that payroll transfer a specified number of days to another employee authorized  
23 to receive shared leave. An employee may not request leave to be transferred that  
24 would result in an accrued annual leave balance of fewer than ten (10) days.
- 25 2. An employee who accrues annual leave and sick leave may request that payroll transfer  
26 sick leave in any twelve (12) month period to an employee authorized to receive shared  
27 leave. A donating employee must retain a minimum of one hundred seventy-six (176)  
28 hours of sick leave after the transfer.
- 29 3. An employee who does not accrue annual leave but who has an accrued sick leave  
30 balance of more than twenty-two (22) days may request that payroll transfer a specified  
31 amount of sick leave to another employee authorized to receive such leave. An  
32 employee may not request a transfer that would result in an accrued sick leave balance  
33 of fewer than twenty-two (22) days. Sick leave as defined in RCW 28A.400.300 means  
34 leaves for illness, injury and emergencies.
- 35 4. An employee who receives personal holiday leave may request that payroll transfer a  
36 specified amount of personal holiday leave to another employee authorized to receive  
37 shared leave. An employee request to transfer no more than the number of hours of  
38 personal leave available to them during any calendar year.
- 39 5. The number of leave days transferred shall not exceed the amount authorized by the  
40 donating employee.
- 41 6. Any leave donated by an employee which remains unused shall be returned to the  
42 donor. To the extent administratively feasible, leave transferred by more than one  
43 employee shall be returned on pro-rata basis.

44  
45 C. Leave shall be calculated on a day-donated and day-received basis.  
46

47 D. Employees eligible to share leave may share leave with employees of other public  
48 employers, pursuant to Washington Law.



1 **Section 6.1.5. Attendance Incentive Program.**

2 Any sick leave not taken shall accumulate from year to year unless the employee elects to be  
3 paid for some accumulated sick leave under the Attendance Incentive Program as provided by  
4 the following.

- 5
- 6 A. In January any eligible employee may exercise an option to receive remuneration for  
7 unused leave for illness or injury accumulated in the previous year at a rate equal to one (1)  
8 day's monetary compensation of the employee for each four (4) full days of accrued leave  
9 for illness or injury in excess of sixty (60) days. Leave for illness or injury for which  
10 compensation has been received shall be deducted from accrued leave for illness or injury  
11 at the rate of four (4) days for every monetary compensation; PROVIDED that no employee  
12 may receive compensation under this section for any portion of leave for illness or injury  
13 accumulated at a rate in excess of one (1) day per month;
- 14
- 15 B. At the time of separation from school district employment due to retirement or death, an  
16 eligible employee or the employee's estate shall receive remuneration at the rate equal to  
17 one (1) day's current monetary compensation of the employee for each four (4) days  
18 accrued leave for illness or injury. No more than one hundred eighty (180) accrued sick  
19 leave days shall be eligible for conversion.
- 20

21 **Section 6.2. Maternity Leave.**

22 A staff member may use accumulated, paid sick leave for the period of actual disability attributable to  
23 pregnancy. In addition, the District shall grant a leave of absence without pay, after the exhaustion of  
24 sick leave upon the staff member's request for the period of her actual disability due to pregnancy.  
25 During this period the employees will receive paid sick leave benefits for the period of FMLA  
26 coverage, 120 days. The District may in its discretion grant additional leave of absence without pay or  
27 fringe benefits for the balance of the school year in which the baby is born. During such a leave of  
28 absence, the staff member may pay monthly to the District, insurance benefit premiums in order to  
29 maintain those benefits.

30

31 **Section 6.2.1. General Provisions and Notice Requirements.**

32 The staff member who becomes pregnant shall indicate in writing to her immediate supervisor  
33 and the superintendent which of the following she wishes to request.

- 34
- 35 A. A maternity leave for the period of her actual disability due to pregnancy;
- 36
- 37 B. An extended maternity leave for a period of time longer than her actual disability but less  
38 than one (1) year (The extended portion of this leave shall be subject to the discretion and  
39 approval of the school administration. The staff member's notification shall include an  
40 estimate of the date of beginning and termination of the leave.); or
- 41
- 42 C. The termination of her employment by resignation.
- 43
- 44
- 45
- 46
- 47



1 **Section 6.2.2. Determination of Beginning and Ending Dates.**

2  
3 **Section 6.2.2.1.**

4 For a staff member who desires to continue her employment until her actual disability  
5 and to return as soon as her disability has ceased:

- 6  
7 A. The staff member shall be allowed to work as long as she is capable of performing  
8 her normal work functions and the duties of her job and so long as her personal  
9 physician or licensed practitioner concurs in writing. The official date of leave shall  
10 not begin until the school day following the day she leaves the job.  
11  
12 B. The staff member shall return to her duties when she is physically able to perform  
13 her duties.  
14 C. Within thirty (30) days after childbirth the staff member shall notify the  
15 superintendent of the specific date when she will return to work, and she shall notify  
16 the superintendent not later than seven (7) days before the intended date of return,  
17 provided that her personal physician or licensed practitioner must certify in writing  
18 that the staff member is in good health and ready to resume her duties.  
19

20 **Section 6.2.2.2.**

21 For a staff member whose leave request is to commence prior to the period of disability  
22 and/or extend beyond the disability period:

- 23  
24 A. The staff member's request for an extended leave may be granted upon the approval  
25 of the school administration, and the specific dates of leave shall be determined by  
26 the District after consideration of the goals of the educational program and of the  
27 District and the desires of the staff member together with the written  
28 recommendation of the personal physician or licensed practitioner. Extension of a  
29 full year's maternity leave to the beginning of the next school year may be available,  
30 with the consent of the school administration, where the year's leave period will  
31 expire after the beginning of the fourth quarter of the school year.  
32 B. The staff member shall return to her duties when the leave grant expires. If still  
33 disabled due to pregnancy, miscarriage, abortion, childbirth or recovery, she may  
34 apply in writing for an additional unpaid leave absence.  
35

36 **Section 6.2.3. Assignment Upon Return.**

37 Upon return from an extended maternity leave, a staff member shall be placed in her original  
38 position or, after conferencing with said staff member, an appropriate comparable position.  
39

40 **Section 6.3. Discretionary Leave.**

41 Two (2) days of District discretionary leave with pay may be granted each school year to each  
42 employee at the discretion of the District. Such discretionary leave must be approved by the  
43 superintendent or his designee, and whenever possible, such approval will be sought prior to taking the  
44 leave. Discretionary leave shall not be accumulative. Discretionary leave is to be used in situations of  
45 such a nature that preplanning or rescheduling is not possible or such that preplanning or rescheduling  
46 could not eliminate the need for such leave.  
47

1 Some examples of situations that qualify for discretionary leave are:

- 2
- 3 A. Illness in the immediate family.
- 4
- 5 B. Legal affairs or business obligations that are of an important nature and cannot be conducted at
- 6 another time.
- 7
- 8 C. Situations created by forces of nature having significant deleterious effects upon the employee's
- 9 property, health, or family safety.
- 10
- 11 D. Pre-adoptive leave.
- 12
- 13 E. Birth of an employee's child.
- 14
- 15 F. Funerals not covered by bereavement leave.
- 16
- 17 G. Non-injury accidents when employees are en route to work.
- 18
- 19 H. Failure of a public transportation carrier to meet a regularly scheduled operation.
- 20
- 21 I. Official requests from the Grays Harbor County or Washington State Patrol that motorists
- 22 refrain from driving on roads to Taholah due to hazardous road conditions.
- 23

24 **Section 6.3.1.**

25 Discretionary leave is not applicable in cases of self-determined hazardous road conditions  
26 when the District determines that school shall be held. Discretionary leave is also not  
27 applicable for conducting business or personal affairs that can be scheduled outside the regular  
28 working hours or conducting business or resolving problems that deal with an income-  
29 producing business.

30 **Section 6.3.2. Employee Discretion.**

31 Three (3) days of employee discretionary leave with pay per year shall be available to all  
32 employees in situations which require absence during school hours to transact or attend to  
33 personal or legal business or family matters. At the end of each school year, unused employee  
34 discretionary leave days may be carried over into the next year until the maximum  
35 accumulation of four (4) days is reached.

36 **Section 6.3.2.1.**

37 No more than two (2) staff members will be granted leave for any given day. No leaves  
38 of this type will be granted on the days directly before or after holidays; however, a day  
39 of employee discretionary leave may be used for such days under the guidelines  
40 outlined in Section 6.3.1 for discretionary leave if approved in advance by the  
41 superintendent or his designee.

42 **Section 6.3.2.2.**

43 The procedures for obtaining such leave are as follows.

- 1 A. The employee must determine that the absence is absolutely necessary.
- 2
- 3 B. The employee must give notice for such leave, identifying it as employee
- 4 discretionary leave, to the principal two (2) days in advance of taking said leave. In
- 5 situations when advance notification cannot be given, the principal shall be notified
- 6 as soon as possible.
- 7

8 **Section 6.3.2.3.**

9 Such leave shall be non-accumulative.

10

11 **Section 6.3.2.4.**

12 Employee discretionary leave may be used for any day on which the District operated

13 under an emergency schedule due to inclement weather.

14

15 **Section 6.4. Bereavement Leave.**

16 Three (3) days bereavement leave may be granted for each death in the immediate family. The

17 immediate family shall be defined as son, daughter, father, mother, brother, sister (including in-laws

18 and foster relationships which were of more than one (1) year's duration), and husband, wife, aunts,

19 uncles, niece, nephew, fiancée, grandparents, grandchildren of the employee or employee's spouse.

20 Total bereavement leave available to an employee in a single year will not exceed twelve (12) days.

21

22 **Section 6.4.1.**

23 An additional two (2) days for bereavement purposes may be granted by the superintendent

24 when long distances or complicated factors are involved.

25

26 **Section 6.4.2.**

27 Bereavement leave shall not be accumulative.

28

29 **Section 6.5. Jury Duty or Subpoena Leave.**

30 Leaves of absence shall be granted for jury duty or when subpoenaed as a witness. Any compensation

31 received on contracted days other than an expense allowance shall be deducted from the employee's

32 salary. The employee shall notify the District when notification to serve on jury duty or as a

33 subpoenaed witness is received.

34

35 **Section 6.5.1.**

36 When an employee is subpoenaed as a witness in court or other legal proceeding, leave shall be

37 granted with full salary but with witness fees, if any, remitted to the District; provided, that if

38 said employee is subpoenaed in a case brought or supported by the Association or as a witness

39 with a direct or indirect interest in the proceedings, leave shall be granted without pay (except

40 as may be modified or required by the employee protection provision contained herein). Any

41 more than two (2) days of witness leave per employee associated with any separate court or

42 legal proceeding will be at the discretion of the superintendent.

43

44 **Section 6.6. Family Medical Leave.**

45 Eligible employees who have worked for the District at least one year and for at least 1,250 hours in

46 the preceding twelve (12) months are entitled to twelve (12) workweeks of FMLA leave during any

47 twelve (12) month period to:

- 1 A. Care for a newborn child, an adopted child of the employee who is under the age of  
2 eighteen at the time of placement for adoption, or a newly placed foster child; or  
3 B. Care for a spouse, parent or child of the employee who has a serious health condition, or the  
4 employee may obtain leave for a personal health condition if it renders the employee unable  
5 to perform his or her job. A doctor's statement shall be required by the District.  
6  
7 C. Respond to a qualifying exigency occurring because the employee's spouse, son or  
8 daughter, or parent is on military active duty or has been notified of pending active duty in  
9 support of contingency operation. Employees should consult with the District to determine  
10 whether or not their circumstances constitute a qualifying exigency and they are eligible for  
11 this form of leave.  
12

13 **Section 6.7. Military Caregiver Leave.**

14 An employee who is the spouse, son or daughter, parent or next of kin of a service member who is  
15 recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26)  
16 weeks of unpaid leave in a twelve (12) month period to care for the service member. Employees may  
17 use sick leave for this period if they have it.  
18

19 **Section 6.8.**

20 The present leave form utilized by all district employees and identified as Appendix B will be utilized  
21 to document all leaves.  
22

23 **Section 6.9. Return to Work.**

24 Any employee returning from an authorized family leave shall be entitled to the same position held by  
25 the employee when the leave commenced, or to a position with equivalent benefits and pay.  
26

27 **Section 6.10. Vacations.**

28 After one (1) year of employment, each twelve (12) month employee is entitled to two (2) weeks  
29 vacation each year. After five (5) years of employment, each twelve (12) month employee is entitled  
30 to three (3) week's vacation each year. After ten (10) years of employment, each twelve (12) month  
31 employee is entitled to one (1) additional day of vacation to a maximum of twenty two (22) days.  
32 Vacation schedules must be approved by the superintendent. The work schedule for June, July, and  
33 August must be submitted for approval no later than May 31.  
34

- 35 After 10 years = 16 vacation days  
36 After 11 years = 17 vacation days  
37 After 12 years = 18 vacation days  
38 After 13 years = 19 vacation days  
39 After 14 years = 20 vacation days  
40 After 18 years = 22 vacation days  
41

42 Employees may carry over up to five (5) days of unused vacation each year to be used in the following  
43 year; provided that, the maximum accrual of such vacation shall not exceed forty (40) days.  
44  
45  
46  
47  
48

1 **Section 6.11.**

2 All twelve (12) month employees shall receive the following paid holidays that fall within their work  
3 year:

- |    |                                  |                                   |
|----|----------------------------------|-----------------------------------|
| 4  |                                  |                                   |
| 5  | 1. New Year’s Day                | 8. Veteran’s Day                  |
| 6  | 2. Martin Luther King’s Birthday | 9. Thanksgiving Day               |
| 7  | 3. President’s Day               | 10. Day after Thanksgiving        |
| 8  | 4. Memorial Day                  | 11. Day before or after Christmas |
| 9  | 5. Juneteenth                    | 12. Christmas Day                 |
| 10 | 6. July 4 <sup>th</sup>          | 13. New Year’s Eve Day            |
| 11 | 7. Labor Day                     | 14. Joe DeLaCruz Day              |
| 12 |                                  |                                   |

13 **Section 6.11.1.**

14 If one of the above days (holidays) falls on a weekend, the employee shall be given the last  
15 workday before or after the Holiday as a paid Holiday, as mutually agreed upon by the  
16 Association and the District.

19 **ARTICLE VII**

22 **SENIORITY**

23 **Section 7.1.**

24 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
25 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be  
26 lost as hereinafter provided.  
27

28 **Section 7.2.**

29 All newly hired employees will be placed on a probationary period of ninety (90) work days. During  
30 such time, such employees may be discharged at the employer's discretion. At the end of the  
31 probationary period, the employee shall be placed on regular employee status and shall be subject to  
32 the rights and duties contained in this Agreement.  
33

34 **Section 7.3.**

35 When vacancies occur, the District may offer an employee of the District the position if the employee  
36 has the ability and qualifications to perform the work.  
37

38 **Section 7.4.**

39 Newly hired employees will be placed on the seniority list as the least senior employee. The seniority  
40 list will be attached to the Agreement and updated by the District annually by October 1 of each  
41 instruction year. The District will give a copy of the seniority list to the president of the Association.  
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1 **Section 7.5.**

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

- 3
- 4 A. Resignation;
  - 5 B. Discharge for just cause;
  - 6 C. Retirement; or
  - 7 D. Change in job classification within the bargaining unit, as hereinafter provided.
- 8

9 **Section 7.6.**

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

- 11 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
  - 12 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
  - 13 States;
  - 14 C. Time spent on other authorized leaves; or
  - 15 D. Time spent in layoff status as hereinafter provided.
- 16

17 **Section 7.7.**

18 The employee with the earliest hire date shall be given preference in filling a new or open position,  
19 layoffs and recall from layoff within the employee's job classification; provided, that such employee  
20 has the qualifications to fill such new or open positions

21

22 **Section 7.7.1.**

23 In the event of a layoff, employees so affected are to be placed on a reemployment list  
24 maintained by the District according to seniority. Such employees are to have priority in filling  
25 open or new positions. Names shall remain on the reemployment list for two (2) years.

26

27 **Section 7.7.2.**

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

30

31 **Section 7.7.3.**

32 An employee shall forfeit rights to reemployment as provided in Section 7.7.1 if the employee  
33 does not comply with the requirements of Section 7.7.2, or if the employee does not respond to  
34 the offer of reemployment within fifteen (15) days after actual receipt.

35

36 **Section 7.7.4.**

37 An employee on layoff status who rejects an offer of reemployment forfeits seniority; provided,  
38 that such employee is offered a position substantially similar to that held prior to layoff.

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**ARTICLE VIII**

**INSURANCE**

**Section 8.1.**

The District shall provide benefits through the SEBB under the rules and regulations adopted by the State and SEBB. Employees will qualify for benefits offered by SEBB when the District anticipates that the employee will work at least 630 hours during a given school year.

**Section 8.2.**

The District shall provide tort liability coverage as described and required by law for the District for all employees subject to this Agreement.

**Section 8.3.**

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

**ARTICLE IX**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 9.1.**

The District will notify the Association of all new hires within ten (10) working days of the hire date.

**Section 9.2. Political Action Committee.**

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. The employee may revoke the request at any time. At least annually, the PSE state office will notify the employee about the right to revoke the request.

**Section 9.3. Dues Deduction.**

Upon receipt of an individual authorization by a bargaining unit employee, the District shall deduct from the pay of such employee the amount of dues as certified by the Union and shall transmit the same to the Union each month. Such authorization will be continuous except in case of termination, resignation, or written notice from the employee canceling authorization.

PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/or other changes in membership status to the District upon request.

PSE/SEIU 1948 will be the custodian of the records related to voice/E-signature authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.





1 Hold Harmless. The Association hereby agrees to defend and hold the District harmless from any or all  
2 suits, damages, as awarded by Court, fees and costs, including attorney's fees, asserted or claimed  
3 against the District as a result of or arising from the District's enforcement, application or carrying out  
4 of this provision, except that the Association shall not be responsible for any unauthorized deductions  
5 made at the District's fault. It is understood that the Association shall have the right to utilize an  
6 attorney of its choice in defending and holding the District harmless as provided above. The  
7 Association, nevertheless, agrees to reimburse any employee from which such fees, in excess of the  
8 amount authorized herein, were deducted so long as the Association received such excess amount. The  
9 Association agrees that the District assumes no responsibility in connection with such deductions  
10 except as to forwarding moneys as herein set forth above.

11  
12 **Section 9.4. New Employee Orientation.**

13 The Union shall have up to thirty (30) minute orientation with new employees during an employees'  
14 regular work hours within ninety (90) days of the employees' start date. The orientation will be for the  
15 purpose of presenting information about the Union to the new employee. The Union shall inform each  
16 new employee that membership in the Union is voluntary and only when an employee clearly and  
17 affirmatively consents to joining the Union may the Union collect fees. Attendance at such orientation  
18 by a new employee is voluntary (time will be paid).

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22 **ARTICLE X**

23  
24 **GRIEVANCE PROCEDURE**

25  
26 **Section 10.1. Definitions.**

27  
28 Grievant: an employee or group of employees.

29  
30 Grievance: an allegation that a section of this Agreement has been misapplied or misinterpreted.

31  
32 Grievance Statement: a written statement signed by the grievant that included section(s) of this  
33 Agreement allegedly violated, facts supporting the grievance, and remedy sought.

34  
35 **Section 10.2. Grievance Steps.**

36  
37 **Section 10.2.1. Step One.**

38 A grievant must first discuss (face to face) informally his/her complaint with his/her immediate  
39 supervisor. If the employee so wishes, an Association representative may accompany him/her.  
40 If no resolution of the complaint occurs, the grievant may file a grievance statement with the  
41 immediate supervisor. Such grievance statement shall be in writing and shall contain the  
42 following.

- 43  
44 A. The facts on which the grievance is based;  
45 B. The section(s) of the Agreement allegedly violated; and  
46 C. The specified remedy sought.  
47

1 A grievance must be signed and dated by the grievant. A written grievance is valid if filed  
2 within fifteen (15) working days of the event on which the grievance is based.  
3

4 **Section 10.2.2. Step Two.**

5 If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding  
6 subsection, the employee shall reduce to writing a statement of the grievance containing the  
7 following.  
8

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

12  
13 The employee shall submit the written statement of grievance to the immediate supervisor for  
14 reconsideration within thirty-five (35) calendar days of the occurrence of the grievance, and  
15 shall submit a copy to the official in the administration responsible for personnel. The parties  
16 will have ten (10) working days from submission of the written statement of grievance to  
17 resolve it by indicating on the statement of grievance the disposition. If an agreeable  
18 disposition is made, all parties to the grievance shall sign it.  
19

20 **Section 10.2.3. Step Three.**

21 If no settlement has been reached within the ten (10) days referred to in the preceding  
22 subsection, a written statement of grievance shall be submitted within fifteen (15) working days  
23 to the District superintendent for reconsideration. After such submission, the parties will have  
24 ten (10) working days from submission of the written statement of grievance to resolve it by  
25 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all  
26 parties to the grievance shall sign it.  
27

28 **Section 10.2.4. Step Four.**

29 Within five (5) working days of receipt of the superintendent’s or his/her designee’s response,  
30 the Association has the right to request an appeal of the superintendent’s decision before the  
31 board of directors. The board of directors will have thirty (30) working days in which to  
32 schedule a hearing and will provide a ruling on the grievance within fifteen (15) working days  
33 of the hearing.  
34

35 **Section 10.2.5. Step Five – Arbitration.**

36 If no resolution has been reached within the fifteen (15) workdays referred to in the preceding  
37 subsection, and the Association believes the grievance to be valid, the grievance may, within  
38 fourteen (14) workdays of the answer above, submit the grievance to the American Arbitration  
39 Association for arbitration under their rules and within the following guidelines:  
40

41 **Section 10.2.5.1.**

42 The arbitrator shall limit his/her decision strictly to disputes involving the application,  
43 interpretation, or alleged violation of specific articles and/or section of this Agreement.  
44



1                    **Section 10.2.5.2.**

2                    There shall be no appeal from the Arbitrator’s decision if within the scope of his/her  
3                    authority. It shall be final and binding on the Association, the employee(s) involved,  
4                    and the District.  
5

6                    **Section 10.2.5.3.**

7                    The necessary fees and expenses of the Arbitrator shall be borne by the losing party.  
8                    All other expenses shall be borne by the party incurring them, and neither party shall be  
9                    responsible for the expenses of witnesses called by the other.  
10

11                   **Section 10.2.5.4.**

12                   The fact that the grievance has been considered by parties in the preceding steps of the  
13                   grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator  
14                   as delineated in Subsection 15.6.1.  
15

16                   **Section 10.3.**

17                   All documents, communications, and records dealing with the processing of a grievance, except the  
18                   final disposition, shall be removed from the individual’s personnel file upon resolution of the  
19                   grievance.  
20

21                   **Section 10.4.**

22                   During the course of any investigation by the Association, the District shall cooperate with the  
23                   Association and furnish to it relevant and necessary information for the processing of the grievance,  
24                   subject to legal limitations.  
25

26                   **Section 10.5.**

27                   The timelines may be extended by mutual agreement of the parties.  
28

29                   **Section 10.6.**

30                   The grievance meetings shall take place whenever possible on school time. The employee shall not  
31                   discriminate against any individual employee or Association for taking action under this Article.  
32

33                   All timelines shall be strictly observed.  
34  
35

36  
37     **ARTICLE XI**

38     **JUST CAUSE**

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41                   **Section 11.1.**

42                   No employee may be disciplined or discharged without just cause.  
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**ARTICLE XII**

**PERFORMANCE**

**Section 12.1.**

Performance deficiencies will be noted in writing and presented to the employee with a written plan for improvement of said deficiency.

**ARTICLE XIII**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 13.1.**

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

**Section 13.2.**

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto.

**Section 13.3.**

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 instructional year.

**Section 13.4. Employee Business Expenses.**

Employees shall be reimbursed for authorized expenses.

**Section 13.5. Physical Exams.**

Physical examinations, if required by the District or State, may be provided at the Indian Health Center.

**Section 13.6. Retroactive Pay.**

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XIV, Section 14.2, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case not later than the second regular payday.

**Section 13.7.**

The parties agree to the inclusion of the Registrar position in the bargaining unit.

**Section 13.8.**

For the term of the agreement, the following will be placed on Schedule A:  
Initial placement of Schedule A will be at the sole discretion of the district, subject to RCW 28A.400.300.

1 **Section 13.9.**

2 When the employee filling the position of Head Cook leaves the service of the District, the parties will  
3 re-negotiate the rates of pay for the position based on school districts in the Grays Harbor area: North  
4 Beach, Lake Quinault, and Hoquiam.

5  
6  
7  
8 **ARTICLE XIV**

9  
10 **DURATION**

11  
12 **Section 14.1.**

13 The term of this Agreement shall be September 1, 2023 to August 31, 2026.

14  
15 **Section 14.2.**

16 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
17 parties in writing; provided, however, that for each year of this Agreement, Schedule A shall be  
18 increased by the state funded percentage, plus incremental step increases. The District insurance  
19 contribution will be adjusted each fiscal year consistent with state funding.

20  
21 **Section 14.3.**

22 An amended Schedule A for 2023-24 is attached. The Schedule A is improved by the state-funded  
23 IPD plus 2% for all positions.

24  
25 For the 2024-25 school year, the Schedule A is improved by the state-funded IPD plus 2% for all  
26 positions.

27  
28 For the 2025-26 school year, the Schedule A is improved by the state-funded IPD plus 2% for all  
29 positions.

30  
31 The employees holding the position of Tech Support will be reimbursed for District approved  
32 certification training. Upon satisfactory completion of District approved training, the Tech Support  
33 position shall be awarded an additional fifty cents (.50) an hour.

34  
35  
36 **SIGNATURE PAGE**

37  
38  
39 **PUBLIC SCHOOL EMPLOYEES**  
40 **OF WASHINGTON/SEIU LOCAL 1948**

41  
42 **TAHOLAH CHAPTER**

43 **TAHOLAH SCHOOL DISTRICT #77**

44  
45 BY:   
46 John Brings Yellow, Chapter President

47 BY:   
48 Rick Winters, Interim Superintendent

DATE: 5/7/24

DATE: 5-7-24



Schedule A  
Taholah School District #77  
September 1, 2023 – August 31, 2024

<b>Years of Service</b>	<b>0-1 yr Step 1</b>	<b>2-3 yrs Step 2</b>	<b>4-5 yrs Step 3</b>	<b>6-7 yrs Step 4</b>	<b>8-9 yrs Step 5</b>	<b>10+ yrs Step 6</b>
Bus Driver	\$ 27.48	\$ 29.05	\$ 30.70	\$ 32.45	\$ 34.30	\$ 36.26
<u>Standby@</u>	Minimum Wage					
Transportation Supervisor / Bus Driver	\$ 32.98	\$ 34.86	\$ 36.85	\$ 38.95	\$ 41.17	\$ 43.51
Maintenance/ Custodial	\$ 26.38	\$ 27.89	\$ 29.48	\$ 31.16	\$ 32.93	\$ 34.81
Plant Maintenance	\$ 31.88	\$ 33.70	\$ 35.62	\$ 37.65	\$ 39.79	\$ 42.06
Cook I	\$ 23.08	\$ 24.40	\$ 25.79	\$ 27.26	\$ 28.82	\$ 30.46
Head Cook	\$ 26.00	\$ 27.48	\$ 29.05	\$ 30.70	\$ 32.45	\$ 34.30
Para / Library Assist	\$ 23.08	\$ 24.40	\$ 25.79	\$ 27.26	\$ 28.82	\$ 30.46
Tech Support	\$ 31.88	\$ 33.70	\$ 35.62	\$ 37.65	\$ 39.79	\$ 42.06
Office Coordinator	\$ 27.48	\$ 29.05	\$ 30.70	\$ 32.45	\$ 34.30	\$ 36.26
Nurse	\$ 37.38	\$ 39.51	\$ 41.76	\$ 44.14	\$ 46.65	\$ 49.31
Student Support Service	\$ 27.48	\$ 29.05	\$ 30.70	\$ 32.45	\$ 34.30	\$ 36.26
Secretarial / Clerical Financial	\$ 24.18	\$ 25.56	\$ 27.02	\$ 28.56	\$ 30.19	\$ 31.91
Student Success Coordinator Assistant	\$ 26.00	\$ 27.48	\$ 29.05	\$ 30.70	\$ 32.45	\$ 34.30
Truancy Liason	\$ 27.48	\$ 29.05	\$ 30.70	\$ 32.45	\$ 34.30	\$ 36.26



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**Memorandum of Understanding  
between  
PSE/SEIU1948  
and  
Taholah School District**

This Memorandum of Understanding addresses the issue of overpayment recovery of Ms. Lyndsi James.

The District agrees to forgo any overpayment recovery in exchange for Ms. James and the Public School Employees not grieving or otherwise contesting her 20-21 salary placement at Step 7 of the Paraprofessional/Library Assistant rate of pay. This agreement will be subject to final approval by both the State Auditor’s Office and the Office of the Attorney General of Washington.

**PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948**

**TAHOLAH CHAPTER**

**BY: \_\_\_\_\_ /signed by/  
John BringsYellow, Chapter President**

**DATE: \_\_\_\_\_ January 25, 2021**

**TAHOLAH SCHOOL DISTRICT #77**

**BY: \_\_\_\_\_ /signed by/  
Patti Larriva, Superintendent**

**DATE: \_\_\_\_\_ January 22, 2021**

