

COLLECTIVE BARGAINING AGREEMENT BETWEEN

TOUTLE LAKE SCHOOL DISTRICT #130

AND

PUBLIC SCHOOL EMPLOYEES OF TOUTLE LAKE

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington/SEIU Local 1948

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1 **DECLARATION OF PRINCIPLES**

2
3 Participation of employees in the formulation and implementation of personnel policies affecting them
4 contributes to the effective conduct of school business.

5
6 The efficient administration of the system of public instruction and well-being of employees requires
7 that orderly and constructive relationships be maintained between the parties hereto.

8
9 Subject to law and the paramount consideration of service to the public, employee-management
10 relations should be improved by providing employees an opportunity for greater participation in the
11 formulation and implementation of policies and procedures affecting the conditions of their
12 employment.

13
14 Effective employee-management cooperation requires a clear statement of the respective rights and
15 obligations of the parties hereto.

16
17 It is the intent and purpose of the parties hereto to promote and improve the efficient administration of
18 the District and the well-being of employees within the spirit of the Public Employees Collective
19 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
20 procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

21
22
23 **PREAMBLE**

24
25
26 This agreement is made and entered into between Toutle Lake School District Number 130 (hereinafter
27 "District" or "Employer") and Public School Employees of Toutle Lake, an affiliate of Public School
28 Employees of Washington/SEIU Local 1948 (hereinafter "Association").

29
30 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
31 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
32 parties agree as follows.

33
34
35 **ARTICLE I**

36 **RECOGNITION AND COVERAGE OF AGREEMENT**

37
38 **Section 1.1.**

39
40 The District hereby recognizes the Association as the exclusive representative of all employees in the
41 bargaining unit described in Section 1.3 below, and the Association recognizes the responsibility of
42 representing the interests of all such employees.

43
44 **Section 1.2.**

45
46 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
47 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
48 board of directors or superintendent of the District pursuant to RCW 41.56.030 (2).



1 **Section 1.3.**

2 The bargaining unit to which this agreement is applicable is as follows. All classified employees in the
3 following job classifications: custodial, building/grounds maintenance, paraprofessionals (classroom,
4 cafeteria, resource room, office, playground), professional-technical, bus drivers, and secretarial
5 (excluding central office staff which includes, but is not limited to, the payroll fiscal clerk,
6 superintendent's secretary, business services trainee, business manager, network
7 supervisor/coordinator, maintenance supervisor, cafeteria supervisor, and transportation supervisor).

8
9 **Section 1.3.1.**

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

17
18 **Section 1.4. Definition of Bargaining Unit Positions.**

19
20 **Section 1.4.1.**

21 A permanent position is one that is neither temporary nor casual.

22
23 **Section 1.4.2.**

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

26
27 **Section 1.4.3.**

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

33
34 **Section 1.4.3.1.**

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

36
37 **Section 1.4.3.2.**

38 Employees occupying temporary positions are subject to all terms and conditions of this
39 agreement.

40
41 **Section 1.4.3.3.**

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

43
44 **Section 1.4.3.4.**

45 When a permanent bargaining unit employee accepts a temporary position, the
46 permanent position to be vacated will not be considered as a temporary position and it
47 will be filled by a substitute. The permanent bargaining unit employee will have the
48 right to return to that permanent position when the temporary position terminates.

1 **Section 1.4.3.5.**

2 If the same employee continues with the same position with no interruption in service
3 (except the normal summer break), the hire date would remain with the date on which
4 he or she began temporary employment in that position. In transportation, if a person is
5 hired into a posted temporary position through the end of the school year and the
6 position then ends and that same individual bids for and is awarded a route by the bid
7 day the following school year (not substituting), the individual will be determined as not
8 having had an interruption in service and will not be expected to serve an additional
9 probationary period.

10
11 **Section 1.4.4.**

12 A Substitute Employee is any person employed to replace a classified employee who is
13 temporarily absent from duty. A substitute employee does not hold a permanent regular
14 classified position but has completed the required training to be eligible to work. The required
15 training shall be paid and include school wide mandatory training courses and a minimum of
16 two (2) days of paid job shadowing divided among the department(s) they will be working in.

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20 **ARTICLE II**

21
22 **RIGHTS OF THE EMPLOYER**

23
24 **Section 2.1.**

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

34
35 **Section 2.2.**

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

39
40 **Section 2.3.**

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

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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

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

Section 3.4.

The Employer and the Association are committed to a policy of equal employment opportunity. All staff members will be treated fairly at all times and without regard to race, color, religion, sex, age, national origin, military or marital status, sexual orientation, gender identity, political ideology, genetic information or disability, and any other basis protected by local, state, or federal law.

Section 3.5. Harassment.

The Employer is committed to providing a work environment free from unlawful harassment. The Employer will not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

Section 3.6.

The District will comply with RCW 28A.400.285.

Section 3.7.

Each new employee to the District shall be given a general orientation of District benefits, policies, practices, and procedures. Each employee new to the district who has not received job shadowing or training will receive paid training. This shall include school wide mandatory training courses and a minimum of two (2) days of paid job shadowing in the department(s) they will be working in.

Section 3.8.

Employees requested to administer medications or perform nursing services shall be provided training and shall have right of refusal without employer reprisal or disciplinary action. Employees must

1 receive the training before they are authorized to deliver the service or medication. Such training will
2 be provided as necessary on an ongoing basis.

3
4 **Section 3.9.**

5 All employees (including paraeducators and bus drivers) who work with students shall be provided the
6 student's Health plan, Individualized Education Plan (IEP) or IEP at a Glance, 504 plan, Behavior
7 Intervention Plan (BIP) by the District on a need to know basis.

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11 **ARTICLE IV**

12 **RIGHTS OF THE ASSOCIATION**

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14
15 **Section 4.1.**

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

21
22 **Section 4.2.**

23 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
24 any employee in the units in accordance with the provisions of the discharge and grievance procedure
25 articles contained herein. The Association is entitled to have an observer at hearings conducted by any
26 District official or body arising out of grievance and to make known the Association's views
27 concerning the case.

28
29 **Section 4.3.**

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

33
34 **Section 4.3.1. New Employee Orientation.**

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

45
46 **Section 4.4.**

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

1 **Section 4.5. Bulletin Boards.**

2 The District shall provide a bulletin board space in each school for the use of the Association. The
3 bulletins posted by the Association are the responsibility of the officials of the Association. Each
4 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
5 bulletins may not be posted. There shall be no other distribution or posting by employees or the
6 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
7 property, other than herein provided.
8

9 **Section 4.6.**

10 The president of the Association and designated representatives will be provided time off, up to a
11 maximum of five (5) days per year, without loss of pay to attend regional or state meetings when the
12 purpose of those meetings is in the best interests of the District as determined by the District
13 administration.
14

15 **Section 4.7.**

16 When the Association and the District agree to meet in labor/management meetings, negotiation
17 meetings, grievance proceedings, or other association/district business during regularly scheduled work
18 hours, union members shall receive pay for their regular hours.
19
20
21

22 **ARTICLE V**

23 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

24 **Section 5.1.**

25 It is agreed and understood that matters appropriate for negotiations are wages, hours and working
26 conditions. All other policies, programs and procedures are appropriate matters for consultation.
27
28
29

30 **Section 5.2.**

31 It is further agreed and understood that the District will consult with the Association, and meet with the
32 Association upon its request, in the formulation of any changes being considered in existing benefits,
33 policies, practices, and procedures which affect this agreement.
34

35 **Section 5.3.**

36 It is further recognized that this agreement does not alter the responsibility of either party to meet with
37 the other party to advise, discuss, or consult regarding matters concerning working conditions not
38 covered by this agreement.
39

40 **Section 5.4.**

41 The Association will from time to time, as appropriate, be advised of current and predicted workload
42 information.
43

44 **Section 5.5.**

45 Prior to adopting a school calendar, the District will consult with designated representatives of the
46 Association to clarify and discuss points of mutual concern regarding the new calendar.
47



1 **Section 5.6.**

2 When developing classroom and student schedules, the District will assure that each employee is
3 provided enough time to transition between duty assignments and/or classes.
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6

7 **ARTICLE VI**

8
9 **ASSOCIATION REPRESENTATION**

10
11 **Section 6.1.**

12 The Association representatives shall represent the Association and employees in meeting with
13 officials of the District to discuss appropriate matters of mutual interest. They may receive and
14 investigate to conclusion complaints or grievances of employees and thereafter advise employees of
15 rights and procedures outlined in this agreement and applicable regulations or directives for resolving
16 the grievances or complaints. They may not, however, continue to advise the employee on courses of
17 action after the employee has indicated that he does not desire to pursue a grievance. This does not,
18 however, preclude the Association's right to pursue the matter to conclusion. They may consult with
19 the District on complaints without a grievance being made by an individual employee.
20

21 **Section 6.2.**

22 Visitation rights shall be granted to the designated representative of the Public School Employees of
23 Washington/SEIU Local 1948 to visit with employees of the District during working hours to observe
24 working conditions, or for other necessary reasons, but shall not interfere or hinder the employee in the
25 performance of their duties. The visiting delegate shall notify the District of his or her arrival at least
26 twenty-four (24) hours in advance if possible.
27

28 **Section 6.3.**

29 The Association will designate a conference committee of three (3) or less members who will meet
30 with the superintendent of the District and the superintendent's representatives on a mutually agreeable
31 regular basis to discuss appropriate matters.
32

33 **Section 6.4.**

34 The Employer will provide PSE electronic notification of the employee's name, date of hire, home
35 address, cellular and home phone numbers, classification, job title, rate of pay, work location, and
36 work and personal email address of all newly hired bargaining unit employees within twenty-one (21)
37 business days of employment and every 120 business days for all employees.
38

39 **Section 6.5. Member Lists.**

40 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to
41 *membership@pseofwa.org* and chapter President, listing bargaining unit employees who are hired,
42 rehired, reinstated, transferred into or out of the bargaining unit, reclassified, promoted, downgraded,
43 placed on leave of absence of any type including disability, placed on layoff, recalled from layoff,
44 separated (including retirement), added to or deleted from the bargaining unit. This report will include
45 each listed bargaining unit employee's name, employee number, job title, work location, personnel
46 action and reason.
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ARTICLE VII

ASSOCIATION MEMBERSHIP

Section 7.1. PSE Dues Checkoff.

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

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington via Automatic Clearing House (ACH) monthly. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received by the first week following payroll. Submissions are to include all employees covered by the Collective Bargaining Agreement. An online form needs to be submitted every month and include membership status changes (resignations, leave of absence (LOA), name changes, etc.).

Section 7.2.

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

Section 7.3.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to PSE in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to PSE. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 7.4. 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.

Section 7.5. Hold Harmless.

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

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ARTICLE VIII

POSITION DESCRIPTIONS

Section 8.1.

The District may create various jobs or positions which require the performance of specific duties by employees. When positions become vacant, the current job held by the employee is primary and cannot conflict with any other job position when the time requirements overlap or may create an absence from the new position. At the sole discretion of the superintendent, exceptions to this rule may be made on a case-by-case basis.

Section 8.2.

Descriptions for all positions subject to this agreement are by this reference incorporated herein. The District will provide each employee with a copy of their job description. The Association president will be provided a copy of all job descriptions which will be kept in a binder and, upon request, available to employees to review.

ARTICLE IX

HOURS OF WORK

Section 9.1.

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

Section 9.2.

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

Section 9.2.1.

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

Section 9.2.2.

When a substitute employee is called in and reports to work, they shall be guaranteed a minimum of 2 hours paid time.

Section 9.3.

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

Section 9.4.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and his supervisor. In the event the District requires an employee to



1 forego his lunch period and the employee works his entire shift, including the lunch period, he shall be
2 compensated for the foregone lunch period at overtime rates.

3
4 **Section 9.5.**

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

10
11 **Section 9.6. Flexible Hours.**

12 In the event an employee is granted flexible hours by the superintendent/board, the employee will
13 submit a detailed time sheet to the business office.

14
15 **Section 9.7.**

16 Those employees covered by this agreement shall be allowed to work their regular hours on scheduled
17 early release days during the school calendar year with approval by their supervisor. For job specific
18 trainings/meetings during early release days the district will attempt to give a minimum of forty-eight
19 (48) hours prior notice. Employees may opt to take sick or personal leave for those hours when
20 students are not present.

21
22 **Section 9.8.**

23 Paraeducators who may need additional time for preparing and/or training, will make such request to
24 the building principal. If granted they will be paid their normal rate of pay for time worked.

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26
27
28 **ARTICLE X**

29
30 **OVERTIME**

31
32 **Section 10.1.**

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

36
37 **Section 10.2.**

38 All hours in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one
39 and one-half (1½) times the employee's base hourly rate, except bus drivers. Bus drivers shall be
40 compensated at one and one-half (1-1/2) times their base hourly rate for all hours worked in excess of
41 forty (40) hours per week pursuant to Section 24.2.

42
43 **Section 10.2.1.**

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

1 **Section 10.3.**

2 Athletic tournaments shall be assigned to custodians on a rotating basis, with custodians initially
3 signing up for the rotating roster by seniority. Assignments shall be offered on a daily basis for the
4 maximum daily tournament rate for custodial services. Tournaments shall be WIAA sanctioned
5 events.
6

7 **Section 10.4.**

8 Employees called back on a regular workday or called on Saturday or Sunday, as defined herein, shall
9 receive no less than two (2) hours pay at the appropriate rate. Such time worked shall be computed to
10 the next full hour.
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12
13

14 **ARTICLE XI**

15 **HOLIDAYS**

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17
18 **Section 11.1.**

19 All eleven (11) and twelve (12) month employees shall receive the following paid holidays that fall
20 within their work year.
21

- | | |
|----------------------------------|--------------------------------|
| 22 1. Day before New Year's | 8. Veteran's Day |
| 23 2. New Year's Day | 9. Thanksgiving Day |
| 24 3. Martin Luther King Holiday | 10. Day after Thanksgiving Day |
| 25 4. Presidents' Day | 11. Day before Christmas |
| 26 5. Memorial Day | 12. Christmas Day |
| 27 6. Independence Day | 13. Day after Christmas |
| 28 7. Labor Day | 14. Juneteenth |

29
30 This would include: Mechanic (12 months), Custodial (11 months), and Maintenance (11 months).
31

32 **Section 11.2.**

33 All ten (10) month employees shall receive the following paid holidays that fall within their work year.
34

- | | |
|----------------------------------|-------------------------------|
| 35 1. Day before New Year's Day | 8. Thanksgiving Day |
| 36 2. New Year's Day | 9. Day after Thanksgiving Day |
| 37 3. Martin Luther King Holiday | 10. Day before Christmas |
| 38 4. Presidents' Day | 11. Christmas Day |
| 39 5. Memorial Day | 12. Day after Christmas |
| 40 6. Labor Day | 13. Juneteenth |
| 41 7. Veteran's Day | |

42
43 This would include: District Student Data Coordinator/Registrar, Senior High School Secretary, and
44 Elementary Secretary.
45

46 **Section 11.3.**

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



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

9 This would include: Paraeducators, Bus Drivers, Food Service, and Assistant Secretaries.

10
11 **Section 11.4. Worked Holidays.**

12 Employees who are required to work on the above described holidays shall receive one and one-half (1
13 ½) times their base rate for all hours worked on such holidays.

14
15 **Section 11.5. Holidays During Vacation.**

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

18
19 **Section 11.6. Unworked Holidays.**

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

27
28 **Section 11.7.**

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

33
34
35
36 **ARTICLE XII**

37
38 **LEAVES**

39
40 **Section 12.1. Sick Leave.**

41 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
42 however, no employee shall receive less than eleven (11) days sick leave per school year. If an
43 employee works less than the school year, sick leave shall be prorated. An employee who works eleven
44 (11) working days in any calendar month will be given credit for the full calendar month. Sick leave
45 shall be vested when earned. Sick leave benefits shall be paid on the basis of base hourly rate
46 applicable to the employee's normal daily work shift; provided, however, that should an employee's
47 normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick



1 leave benefits will be paid in accordance with his normal daily work shift at the time the sick leave is
2 taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

3
4 **Section 12.1.1.**

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

6
7 **Section 12.1.2. Substitute Sick Leave.**

8 A. Each substitute employee shall accrue one hour of paid sick leave for every forty (40) hours
9 worked. A maximum of forty (40) hours of sick leave may be carried over into the
10 following year.

11 B. Sick Leave accrued while a substitute employee shall not be lost when the employee is
12 hired as a regular full-time employee.

13 When a substitute separates from employment, accrued sick leave cannot be cashed out,
14 however, if the employee is rehired within twelve (12) months of separation, previously
15 accrued unused sick leave shall be reinstated. Substitute employees do not have sick leave
16 cash out rights and are not eligible to participate in sick leave incentive programs.

17
18 **Section 12.2. Family Illness.**

19 Each employee shall be entitled to use a choice of accrued sick leave or other paid leave to care for a
20 child of the employee with a health condition that requires treatment or supervision; or a spouse,
21 parent, parent-in-law, or grandparent of the employee who has a serious health condition or an
22 emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.270.

23 Up to five (5) days per year may be used for family illness involving an employee's grandchild or
24 sibling. An employee may not take advance leave until it has been earned. The District shall not
25 discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an
26 employee who uses this leave.

27
28 **Section 12.3. Bereavement Leave.**

29 Each employee shall be entitled to a maximum of five (5) days leave with pay per occurrence for
30 absence caused by death to an employee's child, spouse, spouse of employee's child, parent, step-
31 parent, grandparent, grandchild, sibling, or parent-in-law. Other relationships shall also be included if
32 determined by the superintendent that the personal relationship between the employee and the
33 deceased meets the intended criteria for bereavement leave. Such bereavement leave shall not be
34 deducted from sick leave. Bereavement leave is noncumulative. Additional days, in excess of the five
35 (5) days bereavement leave, may be mutually agreed to by the employee and the superintendent.
36 Additional days will be deducted from sick leave.

37
38 **Section 12.4. Personal Leave.**

39 An employee will be granted up to three (3) personal leave days per year. Unused personal leave may
40 be carried over into the following year. A maximum of five (5) personal leave days may be accrued.
41 Personal leave must be approved by the building principal and arranged for as far in advance as
42 possible, but not less than forty-eight (48) hours before the leave is to be taken. No reason is to be
43 given.

44
45 Personal leave cannot be taken the first or last week of school.

46
47 At the request of the employee, unused personal leave may be cashed out at one hundred percent
48 (100%) of his/her current daily pay rate at the end of the school year.

1 **Section 12.5. Jury/Court Leave.**

2 In the event an employee subject to this agreement is summoned to serve as a juror or subpoenaed to
3 appear as a witness in court, or is named as a co-defendant with the school district; he/she shall receive
4 his/her normal days pay for each day he/she is required in court. In the event that the employee is a
5 part in court action, he/she may request a leave of absence which may be granted without pay. No
6 employee who is an adverse witness against the District shall be granted leave with pay.
7

8 **Section 12.6. Industrial Insurance.**

9 In the event employees are absent for reasons which are covered by industrial insurance, the District
10 shall pay the employee an amount equal to the difference between the amount paid the employee by
11 the Department of Labor and Industries and the amount the employee would normally earn. A
12 deduction shall be made from the employee's accumulated sick leave in accordance with the amount
13 paid to the employee by the District.
14

15 **Section 12.7. Leave of Absence.**

16 Upon recommendation of the immediate supervisor through administrative channels to the
17 superintendent, and upon approval of the board of directors, an employee may be granted an extended
18 leave of absence without pay for a period not to exceed one (1) year.
19

20 **Section 12.7.1.**

21 The returning employee will be assigned to a position similar to the position occupied before
22 the leave of absence. Employees hired to fill positions of employees on leave of absence shall
23 be hired for a specific period of time, during which they shall be subject to all provisions of this
24 agreement. It shall be the responsibility of the employer to inform replacement employees of
25 the above provisions.
26

27 **Section 12.7.2.**

28 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
29 on leave of absence. However, vacation credits and sick leave shall not accrue while the
30 employee is on leave of absence.
31

32 **Section 12.8. Maternity Leave.**

33 Maternity shall be treated as any other long-term disability in accordance with the provisions of
34 Article XII.
35

36 **Section 12.8.1.**

37 An employee, upon request, may be granted up to three (3) days leave, on or about the date of
38 birth or adoption of their child. Such leave shall be deducted from that accumulated in
39 Section 12.1.
40

41 **Section 12.9. Leave Sharing.**

42 The District agrees to adopt a leave-sharing program for classified staff in accordance with the
43 requirements of RCW 28A.400.380 and WAC 392-126.
44

45 **Section 12.9.1. Calculation of Pooled Leave Benefit.**

46 Calculation of pooled leave will compensate the recipient at his or her regular rate of pay.
47 Therefore, the dollar value of leave donated shall be ignored and the leave shall be calculated



1 on an hour donated equals one (1) hour received basis. No leave will sit in the pool unused.
2 Only days actually needed will be subtracted from donors in the order received.

3
4 **Section 12.9.2.**

5 Upon retirement or resignation, a classified employee can transfer his or her sick leave to any
6 district employee. The calculation transfer ratio will be determined by mutual agreement,
7 between the district, PSE of Toutle Lake and TLEA.

8
9 **Section 12.10. PFML Paid Family Leave Integration.**

10 The District will comply with the PFML (Paid Family Medical Leave) to the extent required by law.
11
12
13

14 **ARTICLE XIII**

15 **VACATIONS**

16
17
18 **Section 13.1.**

19 All employees subject to this agreement who are scheduled to work twelve (12) months a year shall be
20 credited with vacation time based on their FTE. Vacation of twelve (12) month employees will be
21 prorated and adjusted to the PSE budget cycle of September through August.

22
23 **Section 13.2. Vacation Accrual.**

24 Each regular full-time employee who has completed twelve (12) consecutive calendar months of
25 employment shall be eligible for paid vacation. Vacation pay will be paid at the current rate of pay in
26 effect when the vacation is taken.
27

28
29 Vacation schedule shall be as follows for each subsequent year:

- 30
31
 - Years one through six (1-6) of service = ten (10) days of paid vacation annually
 - Years seven through twelve (7-12) of service = fifteen (15) days of paid vacation annually
 - Years thirteen through thirty (13-30) of service = thirty (30) days of paid vacation annually

34

35 It is mutually agreed that vacations shall be scheduled by mutual agreement of the employee and the
36 District, subject to the seniority provisions hereinafter provided. The District may recommend
37 desirable times to take vacation based on the needs of the District.
38

39 **Section 13.3.**

40 For purposes of calculation of years of employment completed, the first day of the fiscal year
41 following the employee's hire date shall be the beginning point for service credit. Vacation years of
42 service for twelve (12) month employees shall be credited on a common anniversary date of September
43 1; provided, however, that upon completion of the employee's first twelve (12) consecutive calendar
44 months, vacation days shall be prorated from their hire date to the common anniversary date of
45 September 1 and posted to the employee's account. Partial prorated days will be rounded to the nearest
46 quarter-hour. At the next common anniversary date, the employee will receive vacation credits based
47 on the years of service he/she has earned based on the beginning point of service credit stated above.

1 Any employee who was hired during the fiscal year of September 1 through August 31 will be granted
2 .83 of a day vacation for each month remaining in that fiscal year.

3
4 **Section 13.4.**

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

9
10
11
12 **ARTICLE XIV**

13
14 **SENIORITY**

15
16 **Section 14.1.**

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

22
23 **Section 14.2.**

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

- 25
26 A. Resignation.
27 B. Discharge for any reason contained in the agreement.
28 C. Retirement.
29 D. Change in job classification within the bargaining unit, as hereinafter provided.

30
31 **Section 14.3.**

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

- 33
34 A. Time lost by reason of industrial accident, industrial illness, or jury duty.
35 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
36 United States.
37 C. Time spent on other authorized leaves of absence or periods of layoff, not to exceed one
38 (1) year.

39
40 **Section 14.4.**

41 Hire date is defined as the employee's earliest date of continuous regular, not substitute, employment
42 in the District.

43
44 **Section 14.4.1. Classification Seniority.**

45 Classification seniority begins on the first day of regular (not substitute or temporary)
46 employment in the specific job classification.

1 **Section 14.4.2. Breaking of Seniority Ties.**

2 In the event that more than one individual employee began continuous daily employment on
3 the same date, ties in seniority shall be broken in the following manner:
4

- 5 A. Current and New Hires. Time worked as a district substitute within the classification will be
6 used to determine the ranking on the seniority list. If the affected employees have not
7 worked as a district substitute within the classification, a drawing by lot shall be held. The
8 Association and all employees so affected shall be notified in writing of the date, place, and
9 time of the drawing. The drawing shall be conducted openly and at a time and place which
10 will allow affected employees and the Association to be in attendance.
11
- 12 B. Reclassification. When the District reclassifies or consolidates positions, the
13 affected employees' previous classification seniority will be used to break the
14 seniority tie and determine their ranking in the new classification.
15
- 16 C. Transfers. When bargaining unit employees transfer to an open or new position, the
17 affected employees' seniority within the classification will be used to break the seniority
18 tie. If none of the affected employees are from within the classification, a drawing by lot
19 shall be held. The Association and all employees so affected shall be notified in writing of
20 the date, place, and time of the drawing. The drawing shall be conducted openly and at a
21 time and place which will allow affected employees and the Association to be in
22 attendance.
23

24 **Section 14.5.**

25 For purposes of bidding for new or open positions, reduction of hours not constituting a layoff, and
26 layoffs, seniority rights shall be effective within the general job classification defined in Article I,
27 Section 1.3; provided, however, new or open positions shall be filled by seniority subject to the
28 provisions of this article, within the classification which the opening occurred; and provided further, if
29 no one from that classification bids on the job, it shall be opened for bid to all employees within the
30 bargaining unit and shall be filled by District-wide seniority subject to the provisions of this article. If
31 the District determines that seniority rights should not govern because a junior employee, or an outside
32 District applicant, possesses ability and performance substantially greater than a senior employee(s),
33 the District shall set forth in writing to the employee and the Association president, its reasons why the
34 senior employee(s) have been bypassed.
35

36 **Section 14.6.**

37 The employee with the earliest hire date shall have absolute preferential rights regarding shift
38 selection, vacation periods, and special services (including overtime).
39

40 **Section 14.7.**

41 Employees who transfer from one classification to another or fill new or open positions pursuant to
42 Article XIV shall, during the first twenty (20) working days, have the option of returning to their
43 previous job position. During those same twenty (20) working days, the District shall have the option
44 of reassigning the employee to his/her previous job position.

45 **Section 14.8.**

46 In the event an employee's position is eliminated (layoff) and that employee has previous experience
47 in another classification within the District, then that employee's combined seniority shall apply when
48 rehiring.

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Section 14.9.

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

Section 14.10.

An employee who changes job classifications within the bargaining unit shall be placed on the salary step at their current base rate including their longevity step. Employees who change jobs within classification will not be required to serve probation and will be placed on the salary step at their current base rate including their longevity step.

ARTICLE XV

LAYOFF / REDUCTION IN FORCE

Section 15.1.

In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the re-employment list for twenty-four (24) months.

Section 15.2.

Employees in lay-off or reduced hours status shall have priority, whenever appropriate, for filling in (subbing) for absent unit employees, at the appropriate sub rate on schedule A.

Section 15.3.

Employees in lay-off or reduced hours status, who have not secured a permanent or temporary position and who wish to perform sub work, must notify the District of their availability and desire to perform sub work.

Section 15.4.

The District will provide the Association with advance notice and reasonable opportunity to bargain the impact of any layoff decisions and/or reductions in hours. In emergent situations where advance notice is not reasonable, the District will provide notice to the Association and provide the opportunity to negotiate the impact of layoff decision and/or reductions in hours as soon after implementation as possible.

Section 15.5.

An employee shall forfeit rights to reemployment if the employee does not comply with the requirements of this CBA, or if the employee does not respond to the offer of comparable reemployment within ten (10) workdays. An employee on layoff status who rejects an offer of employment similar in wages, hours and working conditions will be removed from layoff status. Employees on layoff status shall file their address, phone number and email address (if applicable) in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address. The District shall send a certified letter to the last address on file for



1 the employee or obtain the signature and date of an employee being offered reemployment. It is the
2 responsibility of those in layoff status to apply for available new or open positions.

3
4 **Section 15.6. Bumping Procedure.**

5 In the event an employee is laid off or has a reduction in time of 31 minutes or more per day, the
6 employee will be allowed to bump the junior employee within the same job classification, provided:

- 7
8
 - Has prior successful experience in the specific position; or
 - 9 • Possesses the training and experience needed to successfully perform the essential functions of
10 the position; and
 - 11 • Possesses greater seniority than the employee who would otherwise be retained in the position.

12

13 If the employee does not wish to exercise his/her bumping right, the employee may opt to accept the
14 reduction and remain in their current position or be placed on layoff.

15
16
17
18 **ARTICLE XVI**

19
20 **HIRING**

21
22 **Section 16.1.**

23 The District shall publicize within the bargaining unit for five (5) working days the availability of open
24 positions as soon as possible after the District is apprised of the opening. The District will not post or
25 publicize positions to the general public until after the fifth (5th) day of posting within the bargaining
26 unit unless an emergency exists, in which case the District will post on shorter notice. A copy of the
27 job posting shall be forwarded to the president of the Association and to the Association. Refer to
28 Section 14.5 for hiring seniority within the classification.

29
30 **Section 16.2.**

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

36
37 **Section 16.3.**

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

40
41 **Section 16.4.**

42 All resignations, retirements, and job changes within the district resulting in an open position, at the
43 discretion of the district, shall require immediate job postings that shall be filled promptly. A
44 substitute employee will not fill a position for more than twenty (20) consecutive working days, should
45 this occur the substitute employee must be offered the position as a permanent regular employee.

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ARTICLE XVII

RETIREMENT

Section 17.1.

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

Section 17.2.

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

ARTICLE XVIII

PROBATIONARY PERIOD

Section 18.1.

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

Section 18.2.

At the end of the probationary period, the employee will be subject to all rights and duties contained in this agreement.

Section 18.3.

Hiring rate for new hires excluding substitute employees will be at the regular rate.

ARTICLE XIX

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Section 19.1. Disciplinary Due Process.

Section 19.1.1.

An employee shall have the right to have a representative of the Association present at all stages and in all proceedings in which he/she will be formally reprimanded, warned, or disciplined for any infraction of rules of delinquency in performance, and when such reprimand shall or is intended to become part of the permanent district personnel file. If the District has reason to discipline or discharge an employee, the District shall attempt to do so in a manner which will not embarrass the employee.

1 **Section 19.1.2.**

2 No employee shall be disciplined or adversely affected without just and sufficient cause. The
3 specific grounds forming the basis of disciplinary action will be made available to the
4 employee and /or the Association in writing. Any disciplinary action taken against an employee
5 shall be appropriate to the behavior which precipitates said action. Such discipline shall be in
6 private. This Agreement shall in no way abridge nor negate the rights or responsibilities of the
7 employee or employer as prescribed by law.

8
9 **Section 19.1.3.**

10 Discipline normally shall be administered progressively as follows:

11
12 **Step One** Notice of Verbal Warning (not to be placed in personnel file)

13
14 **Step Two** Written plan for improvement, where supervisor and employee will agree to the
15 terms and conditions for evaluation of improvement. If unsatisfactory work or attendance is
16 not corrected within thirty (30) days, then discipline will continue to Step Three.

17
18 **Step Three** Written reprimand

19
20 **Step Four** Suspension

21
22 **Step Five** Discharge

23
24 In accordance with State law, it is recognized some offenses may require abridgment of these
25 progressive steps. Suspension with pay and/or reassignment of duties may be invoked during an
26 investigation if continued presence in the position is deemed undesirable.

27
28 **Section 19.1.4.**

29 The employee reserves the rights granted in Section 19.1.1. of this chapter at all progressive
30 stages of discipline described in Section 19.1.3. When representation is requested, no action
31 will be taken for up to twenty-four (24) hours with respect to the employee to allow such
32 representation to be present.

33
34 **Section 19.2.**

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

37
38 **Section 19.3. Discharge of Non-Annual Employees.**

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

41
42 **Section 19.3.1.**

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



1 **Section 19.3.2.**

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

4
5 **Section 19.3.3.**

6 Except in extraordinary cases, and as otherwise provided in this article, the District will give
7 employees two (2) weeks notice of intention to discharge or layoff.
8
9

10
11 **ARTICLE XX**

12 **GRIEVANCE PROCEDURE**

13
14
15 **Section 20.1.**

16 Grievances or complaints arising between the District and its employees within the bargaining units
17 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
18 terms and conditions of this agreement, shall be resolved in strict compliance with this article.
19

20 **Section 20.2. Grievance Steps.**

21
22 **Section 20.2.1. Step 1.**

23 The employee shall first discuss the grievance with his immediate supervisor. If the employee
24 wishes, he may be accompanied by an Association representative at such discussion. All
25 grievances not brought to the immediate supervisor in accordance with the preceding sentence
26 within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject
27 to no further processing.
28

29 **Section 20.2.2. Step 2.**

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

- 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.
37

38 **Section 20.2.2.1.**

39 The employee shall submit the written statement of grievance to his immediate
40 supervisor for reconsideration within ten (10) working days and shall submit a copy to
41 the official in the Administration responsible for personnel. The parties will have five
42 (5) working days from submission of the written statement of grievance to resolve it by
43 indicating on the statement of grievance the disposition. If an agreeable disposition is
44 made, all parties to the grievance shall sign it.
45

46 **Section 20.2.3. Step 3.**

47 If no settlement has been reached within the five (5) days referred to in the preceding section,
48 and the Association believes the grievance to be valid, a written statement of grievance shall be



1 submitted within ten (10) working days to the District superintendent or his designee. After
2 such submission, the parties will have ten (10) working days from submission of the written
3 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
4 If an agreeable disposition is made, all parties to the grievance shall sign it.

5
6 **Section 20.2.4. Step 4.**

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

17
18 **Section 20.2.5. Step 5.**

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

29
30
31
32 **ARTICLE XXI**

33
34 **SALARIES**

35
36 **Section 21.1.**

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

39
40 **Section 21.2.**

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

44
45 **Section 21.3.**

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

1 **Section 21.4.**

2 All employees shall be compensated at the appropriate base hourly rate for all time spent in training
3 courses or first aid classes sanctioned or required by the District. This would also include any courses
4 required by the State of Washington, or requested by the employee and approved by the district.

5
6 **Section 21.5.**

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

9
10 **Section 21.6.**

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

14
15 **Section 21.7.**

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

18 **Section 21.8.**

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

22
23 **Section 21.8.1. Fifth or Sixth Grade Overnight Trips.**

24 On the fifth or sixth grade overnight trip, classified employees except drivers will be paid his or
25 her regular days pay, meals, and lodging. A \$100.00 per day stipend will be paid to such
26 employees due to chaperone and lodging factors.

27
28 **Section 21.9.**

29 Employees shall be eligible for a longevity stipend after five (5), ten (10), fifteen (15), twenty (20),
30 twenty-five (25), and thirty (30) continuous years of regular employment with the Toutle Lake School
31 District or, in accordance with RCW 28A.400.300 and Section 16.2, in a similar position previously
32 held in any school district within the State of Washington at a rate listed in Schedule A. Time spent
33 on a leave of absence will not count for longevity. For employees who will be advancing to the 5th,
34 10th, 15th, 20th, 25th, or 30th year of employment between September and January of the current school
35 year, the stipend will be awarded September 1 of that year. Employees who advance between
36 February and August, will receive their stipend September 1 of the following school year.

37
38 **Section 21.10.**

39 The District shall reimburse employees for all licensing and examination fees required as a condition
40 of continued employment, to include: medical examinations, drug and alcohol screens (see District
41 Policy and Procedures 5259/5259P), recurrent first aid classes, and commercial driver's license
42 endorsements. Employees may use or be transported in a school vehicle for drug and alcohol screens.
43 Employees shall suffer no loss in pay for time spent in required examinations. Employees will first
44 present these expenses to their own medical insurance. Any costs, up to two hundred dollars (\$200.00)
45 still owed after the insurance has paid, will be incurred by the District. When a bus driver gets a new
46 commercial driver's license with the required endorsements, the driver will pay for these costs and
47 submit a receipt to the District for which the District will reimburse the driver for the endorsements
48 required by the District and/or the state (example: knowledge test costs for air brake restriction

1 removal and passenger endorsement) to drive a school bus. The cost for the actual commercial
2 driver's license itself will be paid for by the driver and will not be reimbursed. Drug testing of bus
3 drivers will typically be required at the conclusion of a bus driver's route. The time required to fulfill
4 this requirement will be included in the driver's regular two-hour route assignment. Should more than
5 two hours be needed to drive the route and obtain the drug testing, the driver will be compensated for
6 the extra time at their regular driving rate. In those rare occasions when the drug testing requirement
7 occurs during the summer, or when the test does not coincide with a normal two-hour work shift; the
8 driver will be compensated for a duty call (refer to Section 24.1).

9
10 Physical exams for bus drivers will be scheduled by the bus driver. Assuming that the appointment
11 does not conflict with the driver's regular two-hour driving time, the driver will be compensated for a
12 duty call (refer to Section 24.1). Drivers are discouraged from scheduling the appointment during the
13 driver's regular two-hour driving time.

14
15 **Section 21.11.**

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

18 **Section 21.12.**

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

22
23 **Section 21.13.**

24 On an 'as needed' basis as determined by the district, and upon mutual consent of the parties, the
25 district may place an all-day kindergarten paraeducator on the Paraeducator Severe Special Needs pay
26 level.

27
28 **Section 21.14.**

29 Senior employee will be called first, before substitute employees, when employees who work after
30 school call in sick.

31
32 **Section 21.15.**

33 Due to the additional time required for processing Free and Reduced (Food Service) responsibilities
34 the secretary or assistant secretary will receive a \$200 annual stipend.

35
36
37
38 **ARTICLE XXII**

39
40 **INSURANCE/BENEFITS**

41 **Section 22.1.**

42 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide
43 funding for all bargaining unit members and their dependents as required by State law, the State
44 Operating Budget, and the School Employee's Benefit Board (SEBB). Inclusive of employer funding
45 will be payment of the retiree carve-out for all eligible.

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ARTICLE XXIII

STAFF DEVELOPMENT/APPRENTICESHIP PROGRAMS

Section 23.1. Tuition Reimbursement.

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

Section 23.2. Apprenticeship Programs.

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

Section 23.3.

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

Section 23.4. Educational Incentive Program.

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

Completion of an approved Apprenticeship Program = 50¢ per hour

Completion of General Paraeducator Certificate = 50¢ per hour

Completion of Advanced Paraeducator Certificate = 75¢ per hour

Completion/possession of an AA or higher degree related to the job classification = 75¢ per hour

For the Health Room Assistant, completion/possession of a CNA or MA certificate = 75¢ per hour

Employees shall only use one educational incentive compensation. The above educational incentives cannot be combined.

1 **Section 23.5.**

2 A representative from the bargaining unit shall serve as a member of the District’s staff development
3 committee.

4
5 **Section 23.6. Paraeducator Training.**

6 District agrees to comply with State Law regarding Paraeducator training requirements.
7
8
9

10 **ARTICLE XXIV**

11 **TRANSPORTATION (BUS DRIVERS)**

12
13
14 **Section 24.1. Hours of Work - Bus Drivers.**

15 Recognizing that bus drivers present special shift problems, the parties agree that shifts shall be
16 established in relation to routes and driving times requisite to fulfilling tasks assigned by the supervisor
17 of transportation; provided, however, that bus drivers shall be entitled to all benefits contained in this
18 article to the same degree as any other employee; and further provided that all bus drivers shall be
19 assigned to a minimum shift, which shall not be changed without consulting with the Association, each
20 minimum shift shall include one-half (½) hour per day for the purpose of bus cleanup and warm-up.
21 All trips other than regular daily scheduled runs shall be compensated at the rates indicated on
22 Schedule A in accordance with actual driving time; provided, however, that bus drivers shall be subject
23 to the provisions relative to overtime hereinafter provided. Drivers shall receive a minimum of two (2)
24 hours pay, at the appropriate rate for each duty call. Drivers shall be paid one quarter (¼) hour pre-trip
25 and one quarter (¼) hour post trip for each bus trip. A duty call is defined as any work other than the
26 normal work shift and workday, noncontiguous with the normal work shift or workday. All regular
27 bus drivers shall be assigned to a minimum shift of two (2) hours a.m. and a minimum shift of two (2)
28 hours p.m.
29

30 **Section 24.1.1.**

31 The District shall compensate employees who attend Bus Drivers Training School at their
32 appropriate base hourly rate for all hours spent in such training. The District also agrees to pay
33 mileage for one car to and from the training site if it is located outside the District provided
34 there is no district vehicle available.
35

36 **Section 24.1.1.1.**

37 Required training and other requirements for candidate bus drivers, including cost of
38 DOT physical, pre-employment drug screening, skills test, license and any other
39 required training, will be paid by the District. All required classroom training up to 25
40 hours and behind the wheel training up to 40 hours will be paid at the state minimum
41 wage. Paid training will begin, once the commercial learners permit has been obtained
42 and a one year agreement has been signed with the district.
43

44 **Section 24.1.1.2.**

45 After training is complete and driver is awarded Commercial Driver’s License (CDL) or
46 new driver is hired then the driver receives:
47
48



1 The following paid training per route

- 2 A. one (1) morning ride along
- 3 B. one (1) morning drive
- 4 C. one (1) afternoon ride along
- 5 D. one (1) afternoon drive

6 Paid at the current bus driver substitute rate.

7
8 **Section 24.1.1.3.**

9 The District will provide mandatory training for all drivers, including substitutes, four
10 times per school year for a minimum of 1 hour not to exceed 2 hours. Trainings will
11 include, student management, railroad crossing, defensive driving and other trainings as
12 needed.

13
14 **Section 24.1.2.**

15 For overnight trips, the driver will be paid a minimum of ten (10) hours per day except the day
16 of return. For the day of return, the driver will be paid a minimum of eight (8) hours. The driver
17 will be paid their appropriate base hourly rate for all hours On-Duty (refer to Section 24.4.1.).
18 Reimbursement by the District will be made for meals and lodging, signed receipts required.

19
20 **Section 24.1.3.**

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

23
24 **Section 24.1.4.**

25 Drivers of special needs students shall be paid for all directed time spent in the interest of the
26 school district. Employees holding the special needs position(s) may be required by the district
27 to take additional training. Such training may include first aid, observation of special needs
28 classes, and/or special handling techniques.

29
30 **Section 24.1.4.1.**

31 If there are thirty (30) minutes or less between a special needs duty call, the driver's
32 paid time shall continue uninterrupted. If there are more than thirty (30) minutes
33 between assignments, drivers will receive a minimum of two (2) hours for each duty
34 call.

35
36 **Section 24.1.4.2.**

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

41
42 **Section 24.1.4.3.**

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

1 **Section 24.2. Overtime Bus Drivers.**

2 Bus Drivers shall be compensated at one and one-half (1-1/2) times their base hourly rate for all hours
3 worked in excess of forty (40) hours per week.
4

5 **Section 24.3. Extra Trips.**

6
7 **Section 24.3.1.**

8 Any transportation runs other than regular daily home-to-school and school-to-home assigned
9 routes shall be defined as extra trips. All extra trips shall be offered to drivers desiring to take
10 them according to seniority on a rotating basis. Provided that, at the option of the District, no
11 driver shall be awarded an extra trip which would require payment of overtime, in such cases
12 the next senior driver shall be offered the trip.
13

14 **Section 24.3.1.1.**

15 Up to two (2) vans per student group, with a maximum of eight (8) occupants per van.
16 The maximum capacity of 8 occupants includes, students with qualified coaches,
17 teachers, and/or advisors driving the vans. Student groups that require more than two
18 (2) vans per group will be transported by school bus; with one exception being FFA
19 State Convention When held in Pullman, Washington.
20

21 **Section 24.3.2.**

22 Extra trips shall be assigned to drivers on a rotating basis, with drivers initially signing up for
23 the rotating roster by seniority. The District will post extra trips at least two (2) work days in
24 advance when possible and a driver shall accept or decline a pre-scheduled trip twenty-four
25 (24) hours in advance when possible. The District will make the drivers aware of the notice. If
26 no driver accepts the extra trip through one round of the rotation, the trip will be offered again
27 to every driver in the rotation. If the extra trip is declined a second time by all drivers, the extra
28 trip will be offered to current district substitute drivers. Trips posted or declined within twenty-
29 four (24) hours of the scheduled departure time will be considered emergency trips and will be
30 offered by seniority on a rotating basis.
31

32 The District will provide the driver with a full itinerary for all extra trips as soon as possible
33 after an extra trip is accepted by a driver. The itinerary will include leave time, approximate
34 return time, a map indicating directions and address(es) of the destination(s) upon request of
35 the driver and any special parking/event directions.
36

37 Extra trips must comply with Department of Transportation (DOT) regulations concerning
38 hours of service. Hours of service are limited to ten (10) hours driving and/or fifteen (15) hours
39 of total duty time. Extra trips which are scheduled to exceed DOT hours of service will specify
40 on the itinerary rest time to relieve the driver of all job related responsibilities to allow for
41 appropriate rest/sleep.
42

43 The driver will be paid their appropriate base hourly rate for all hours On-Duty (refer to Section
44 24.4.1.).
45

46 **Section 24.3.2.1.**

47 Drivers taking trips, eligible drivers declining trips, and drivers whose trips are canceled
48 shall move to the bottom of the eligibility list.

1
2 **Section 24.3.2.2.**

3 When a trip is rescheduled within forty-eight (48) hours of the original departure time,
4 the trip will be offered to the same driver that originally accepted the trip. If the driver
5 declines, then the trip will be made available to the next person in the rotation. If the
6 trip is declined and it is less than twenty-four (24) hours it is considered an emergency
7 trip.
8

9 **Section 24.3.3.**

10 No driver shall be entitled to more than one extra trip per day unless no one else wants it.
11

12 **Section 24.3.4.**

13 Drivers shall not be entitled to an extra trip when they missed their regular route that did not
14 conflict with the extra trip, unless no other driver wants the extra trip. If an extra trip conflicts
15 with a regular route, the driver has the option to choose between the extra trip and the regular
16 route; provided, the driver has satisfied the requirements of the twenty-four (24) hour notice
17 clause.
18

19 **Section 24.3.5.**

20 Drivers taking extra trips on non-school days shall be guaranteed a minimum of four (4) hours
21 pay.
22

23 **Section 24.4. Duty Cycle.**

24 Nothing in this section shall be construed as limiting or altering the provisions of other sections of this
25 article.

26 Section 24.4.1. On-Duty.
27

28 On-Duty is defined as when the driver is:
29

- 30 A. Driving
- 31 B. Fueling
- 32 C. Performing Pre-Trip or Post-Trip Inspections
- 33 D. Required to be at trainings
- 34 E. Required to be at meetings
- 35 F. Waiting for students at event location or waiting to transport students to another
36 event/location. This does not include non-work time at place of lodging.
- 37 G. Required to be on or near the bus
- 38 H. Requested by the trip supervisor or another administrator to remain with the passengers
39 or their belongings
- 40 I. Refer to the current Washington State Labor and Industries (L&I) Administrative Policy
41 regarding Hours Worked.
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ARTICLE XXV

WORKPLACE SAFETY

Section 25.1.

Health and Safety protocols will be clearly communicated and provided in writing to all employees at each site.

Section 25.2. Immunization.

The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be maintained in the employee's personnel file. No specific vaccine shall be required as a condition of employment unless ordered by the Washington State Department of Health. Employees without required vaccinations may only be excluded from the work site if so ordered by the Washington State Department of Health.

ARTICLE XXVI

TERM

Section 26.1.

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

Section 26.2.

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

Section 26.3.

This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing, provided, however, that all state increases for classified salaries and benefits shall be passed through for each year of this agreement. This agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 26.3.1.

Effective September 1, 2024, wage rates will be in accordance with Schedule A.

For 2024-2025, wages will be increased by IPD (3.7%) + .5% = 4.2%.

For 2025-2026, the collective bargaining agreement will be reopened for Schedule A wages negotiations.

For 2026-2027, the collective bargaining agreement will be reopened for wage negotiations.

Section 26.3.2.

There will be no deduct for ½ days before Thanksgiving, Christmas and Spring Break.

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Section 26.3.3.

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



SIGNATURES

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES OF
OF TOUTLE LAKE #513

TOUTLE LAKE SCHOOL DISTRICT #130

BY: Robin Toms
Robin Toms, Chapter President

BY: Chris Shumaker
Chris Shumaker, Superintendent

DATE: 6/28/24

DATE: 6/28/2024

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SCHEDULE A
TOUTLE LAKE SCHOOL DISTRICT
SEPTEMBER 1, 2024 – AUGUST 31, 2025

	2024-25 Sub Rate	2024-25 Regular Rate	5 Year +.75	10 Year +.75	15 Year +.75	20 Year +.75	25 Year +.75	30 Year +.75
<u>Secretarial</u>								
Senior HS Secretary	\$19.49	\$23.49	\$24.24	\$24.99	\$25.74	\$26.49	\$27.24	\$27.99
Elem Secretary	\$19.49	\$23.49	\$24.24	\$24.99	\$25.74	\$26.49	\$27.24	\$27.99
Asst Secretary	\$19.49	\$21.50	\$22.25	\$23.00	\$23.75	\$24.50	\$25.25	\$26.00
District Student Data Coordinator/Registrar	\$19.49	\$25.66	\$26.41	\$27.16	\$27.91	\$28.66	\$29.41	\$30.16
<u>Building/Grounds Maint</u>								
Lead Maint/Grounds/Custodial	\$25.40	\$27.31	\$28.06	\$28.81	\$29.56	\$30.31	\$31.06	\$31.81
Building/Grounds Maint	\$23.67	\$25.44	\$26.19	\$26.94	\$27.69	\$28.44	\$29.19	\$29.94
<u>Custodial</u>								
Custodial/Maint/Grounds	\$21.72	\$23.31	\$24.06	\$24.81	\$25.56	\$26.31	\$27.06	\$27.81
Custodian/Watchman	\$20.36	\$21.91	\$22.66	\$23.41	\$24.16	\$24.91	\$25.66	\$26.41
<u>Paraeducator</u>								
Cafeteria/Food Service	\$19.16	\$20.63	\$21.38	\$22.13	\$22.88	\$23.63	\$24.38	\$25.13
Lead Cook	\$19.16	\$22.63	\$23.38	\$24.13	\$24.88	\$25.63	\$26.38	\$27.13
Classroom, Resource Room	\$19.16	\$20.63	\$21.38	\$22.13	\$22.88	\$23.63	\$24.38	\$25.13
Severe Special Needs	\$20.01	\$21.44	\$22.19	\$22.94	\$23.69	\$24.44	\$25.19	\$25.94
Speech Language Pathologist Assistant (SLPA)		\$28.59	\$29.34	\$30.09	\$30.84	\$31.59	\$32.34	\$33.09
Library Technician	\$20.26	\$21.79	\$22.54	\$23.29	\$24.04	\$24.79	\$25.54	\$26.29
Health Room Assistant	\$19.16	\$20.63	\$21.38	\$22.13	\$22.88	\$23.63	\$24.38	\$25.13
Prevention/Intervention Specialist	\$20.01	\$21.44	\$22.19	\$22.94	\$23.69	\$24.44	\$25.19	\$25.94
<u>Transportation</u>								
Mechanic	\$26.28	\$26.28	\$27.03	\$27.78	\$28.53	\$29.28	\$30.03	\$30.78
Bus Drivers	\$25.19	\$25.19	\$25.94	\$26.69	\$27.44	\$28.19	\$28.94	\$29.69

*When working as a Driver Trainer, he/she will receive an additional \$2.00 per hour plus their regular bus driver pay.

*When working as a Maintenance Supervisor, the Lead Maint/Grounds/Custodial will receive an additional \$2.00 per hour.

An additional \$0.50 per hour for completion of approved apprenticeship program will be added.

An additional \$0.75 per hour for completion of AA or Higher Degree will be added.

An additional \$0.75 per hour for completion of a CNA or MA certificate will be added to the Health Room Assistant's wages.

An additional \$0.50 per hour for completion of a General Paraeducator Certificate.

An additional \$0.75 per hour for completion of an Advanced Paraeducator Certificate.



MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF TOUTLE LAKE, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE TOUTLE LAKE SCHOOL DISTRICT NO. 130. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXVII, SECTION 27.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

XXVI
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Classified employees will be affected by budget shortfalls for the school year 2024-2025.

1. The following classifications will be reduced by 30 minutes:

- Classroom Paraeducator
- Special Education Paraeducator
- Custodian
- Assistant Secretary
- Library Technician
- Mechanic

2. The following classification will be reduced by 3 days:

- Senior HS Secretary
- Elem Secretary
- District Student Data Coordinator/Registrar

3. The following classification will be reduced by 5 days:

- Lead Maintenance/Grounds Worker/Custodian

4. The following classifications will not be affected by reduction:

- Food Service Paraeducator
- Bus Drivers
- One on One Paraeducator
- Daycare Paraeducator
- 3 ½ hour Paraeducator (if this position had a reduction of minutes, healthcare would not be available)
- Health Room Assistant Paraeducator

This MOU will expire the end of the school year 2024-2025. PSE and the District will meet to bargain if there is need for further reductions.



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

**PUBLIC SCHOOL EMPLOYEES
OF TOUTLE LAKE #513**

TOUTLE LAKE SCHOOL DISTRICT #130

BY: Robin Toms
Robin Toms, Chapter President

BY: [Signature]
Chris Schumaker, Superintendent

DATE: 9-3-24

DATE: 9/3/24



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MEMORANDUM OF UNDERSTANDING

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

A Three Hundred Dollar (\$300) safety/job transition stipend will be paid to the Elementary and High School Head Secretaries for the remainder of the 2024-25 school year.

This is to help maintain student safety on buses and will ensure the availability of the Elementary and High School Head Secretaries to take calls and relay information to the bus drivers or the parents.

The head secretary job descriptions will be reworded to include this duty.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF TOUTLE LAKE #513

TOUTLE LAKE SCHOOL DISTRICT #130

BY: Robin Toms
Robin Toms, Chapter President

BY: Chris Schumaker
Chris Schumaker, Superintendent

DATE: Oct 1, 2024

DATE: Oct 1 2024



MEMORANDUM OF UNDERSTANDING

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

Classified employees will be affected by the school year 2025-2026 budget shortfalls.

1. The following classification will be reduced by 15 minutes daily:

Food Service Paraeducator

2. The following classified will be reduced by 30 minutes daily:

Classroom Paraeducator
Special Education Paraeducator
Custodian
Assistant Secretary
Library Technician

3. The following classification will be reduced by 2 days:

Senior HS Secretary
Elem Secretary
District Student Data Coordinator/Registrar

4. The following classification will be reduced by 3 days:

Lead Maintenance/Grounds Worker/Custodian
Mechanic

5. The following classifications will not be affected by reduction:

Bus Drivers
One on One Paraeducator
Daycare Paraeducator
3 ½ hour Paraeducator (if this position had a decrease in minutes – healthcare would be affected)
Health Room Assistant Paraeducator

This MOU expires at the end of the school year 2025-2026. PSE and the district will meet to bargain if further reductions are needed.

PUBLIC SCHOOL EMPLOYEES
OF TOUTLE LAKE #513

TOUTLE LAKE SCHOOL DISTRICT #130

BY: _____ /signed by/
Robin Toms, Chapter President

BY: _____ /signed by/
Chris Schumaker, Superintendent

DATE: May 14, 2025

DATE: May 14, 2025

