COLLECTIVE BARGAINING AGREEMENT BETWEEN

YELM COMMUNITY SCHOOLS #2

AND

PUBLIC SCHOOL EMPLOYEES OF YELM COMMUNITY SCHOOLS #617

SEPTEMBER 1, 2022 - AUGUST 31, 2025

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PREAMBLE

This Agreement is made and entered into between Yelm Community Schools #2 (hereinafter "District") and Public School Employees of Yelm Community Schools, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter "Association").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3.

Section 1.2.
The employee and Association will review the job description and provide suggested changes or additions to them. The employee and Association will be provided a copy of the revised job description and will sign to indicate receipt of the document. Such job descriptions need not include the routes to which a driver may be assigned. The District will provide the Association with such amendments, changes and additions to job descriptions as may from time to time occur.

For the purpose of including language in job descriptions that read "other duties as assigned," the inclusion of other duties as assigned must be related to the job functions.

Section 1.3.
The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications:

Section 1.4.
A substitute employee is an employee who fills in for a regular employee who is temporarily unavailable due to illness, injury, or some other authorized leave status. Additionally, a substitute employee is an employee who fills a vacant position. A substitute employee always works in a position that belongs to another bargaining unit employee. Substitute employees will be paid at fifty cents ($0.50) less than Step 1 of the salary schedule and shall have no other rights. The exception will be those individuals who have retired from Yelm Community Schools who return to substitute in the same classification from which they retired, who will be paid at the step they were on when they retired.

Section 1.5.
A temporary employee is an employee who works in a non-permanent position that does not belong to a permanent employee. Temporary employees shall be paid at step 1 of the appropriate salary schedule. Temporary employees will be hired for up to seventy-five (75) school days within a classification per school year and shall receive no other benefits. When a job exceeds the seventy-five (75) day limit, it will

be put up for bid. Written notification shall be provided to the temporary employee and the Association of the employee's status and date of hire. Additional temporary hire notifications will be provided to the Association as they occur. Association membership may be pursued after thirty (30) workdays pursuant to the conditions of Article XIV of this Agreement. The employer reserves the right to utilize regular part-time or full-time employees as temporaries on specific projects with substitute employees replacing the regular employee during the project.

Section 1.5.1.
Effective September 1, 2011, the District will no longer utilize non-continuing positions except in the following conditions:

1. Positions created after September 1, 2011, which are needed to address current school year staffing situations that are not expected to occur in the future, grant-funded or subject to a specific non-recurring funding source would be subject to automatic layoff at the end of the year.

2. If the District determines that a position is specifically needed to address current school year staffing situations that are not expected to occur in the future, grant-funded or subject to a specific non-recurring funding source, and expected to last no more than one year, the Association will be notified.

    a. The Association and management will assess specific positions as to term of the position and how the layoff process for the position would occur.

    b. If the parties mutually agree, they may create special conditions for the process of the elimination of the position. If the union does not agree then the regular terms of the Collective Bargaining Agreement will be followed.

3. Should the position not be eliminated, it will be reposted. If the position remains for a second year, it will become a continuing position.

Normally the employee holding an instructional assistant position will accrue seniority and be treated as a regular position for all purposes, unless other conditions have been agreed to by the Association and District.

Section 1.5.2.
Summer temporary work shall be offered to classified staff first. Summer temporary employees will not work past the start of the normal school year unless mutually agreed.

However, summer work employees who are full-time college students will be allowed to work through September 30. Students shall be utilized for performing bargaining unit work during the District's regularly scheduled summer break. The use of student employees will not be utilized to displace current bargaining unit employees as covered by Article I. Preference will be given to prior summer temporary employees, students whose parents are a current PSE Yelm Chapter member in good standing, and current or past graduates of Yelm High School.

The District will employ summer student employees according to the following guidelines:

1. The District and the Association will meet and confer regarding District plans to hire summer student workers prior to advertising, posting or hiring summer student employees.
2. The District may employ up to fifteen (15) student employees during the regularly scheduled summer break period so long as they do not displace any current bargaining unit employee covered by Article I, Section 1.3.
3. Summer student employees will be limited to assignments performed under the direction of a regular District employee.
4. Summer student jobs will include: painting, weeding, shoveling, general cleanup, operating household hand tools and equipment, and gas-powered weed eaters, lawnmowers (push and gas), hedge trimmers, and other similar tools that would assist regular PSE grounds bargaining unit employees.
5. The District shall follow rules and regulations set by the Department of Labor and Industries governing student employees.
6. Summer employees who are regular district employees will be paid at step one (1) of the ground position on Schedule A.

If the Yelm PSE Chapter receives notice from the District of their intention to layoff bargaining unit members, then the District will lay-off any/all student workers in that classification until the laid off regular bargaining unit members are recalled.

Section 1.5.3. Smoking Policy

The District has a no-smoking policy based on School Board Policy 5201 and State law. Association personnel are allowed to leave campus during breaks. Penalties will be written; reprimand(s) followed by one day to one week suspension for subsequent infraction.

Section 1.6.

The Association and the District shall meet and confer before contracting out any work to any outside contractor if there are sufficient employees, time, and/or equipment available to accomplish the project, whether it be new construction or repairs pursuant to state bid limits. The Association officials in meeting and conferring will be the Association President and/or Shop Steward(s) and/or the PSE Field Representative.

District administrators and/or supervisors shall not perform bargaining unit work in lieu of a substitute on a regularly scheduled basis in any/all positions listed on Schedule A. In emergency situations, wherein for purposes of this section, an emergency is defined as an unplanned and unforeseen circumstance requiring an immediate response, and no regular employee or substitute employee is available pursuant to Section 1.4 to respond, District administrators and/or supervisors may be permitted to perform such bargaining unit work provided such authorization shall expire when a bargaining unit employee becomes available to respond. The Association recognizes this circumstance as a "business necessity."

The District must make an attempt to have the regular employee perform the work prior to an administrator performing the work during unscheduled work time.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
It is agreed that the customary and usual rights, powers, functions and authority of management are vested in the Board and management officials of the District. These rights include, by way of illustration only, the

right to direct the work force, the right to hire, promote, retain, transfer and assign employees and positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain the efficiency of the District operation by determining the methods, the means and the personnel by which operations undertaken by the employees in the unit are to be conducted, except as limited by the terms and conditions of this Agreement.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to wages, hours, grievance procedures, and other working conditions pursuant to RCW 41.56.030, the District shall give due regard and consideration to the rights of the Association and employees and to the obligations imposed by this Agreement.

Section 2.3.
In the event that this Agreement does not speak to any practice of the District affecting the employees covered by this Agreement, the printed policy of the District shall prevail.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join the Association. 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.

The District and the Association have a shared interest in providing the best service to the public. Therefore, it is the expectation of both the District and the Association that District representatives shall remain neutral on the issue of union membership and respect all employees' decisions to join and maintain membership in their exclusive advocacy organization Public School Employees of WA/SEIU Local 1948 pursuant to RCW 41.56.140. All bargaining unit employees represented by Section 1.3 shall have the option of joining and maintaining membership in Public School Employees/SEIU Local 1948 upon employment with the District.

Section 3.2.
Each employee shall have the right to present any grievance to the District and have such grievance adjusted without the intervention of the Association if desired by the employee. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.
Each employee shall have the right to be accompanied by an Association representative in discussions between him/herself and his/her supervisor when the subject of the discussion is a matter that might result in disciplinary or other adverse action against the employee. Annually, the Association will notify the District whose designated Association representatives are at each worksite or by general job classification.

Section 3.4.
Each employee reserves and retains the right to delegate any right or duty contained in this Article, exclusive of compensation for services rendered, to appropriate officials of the Association.

Section 3.5.
Neither the District nor the Association shall discriminate against employees or applicants for employment on the basis of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability. The District will follow all State and Federal laws governing non-discrimination.

Section 3.6.
An employee shall have the right, upon reasonable notice, to inspect the contents of his/her personnel file. Inspection shall be in the presence of a District representative. File materials may be reproduced for the employee as promptly as is feasible, upon request and at the employee's expense. An Association representative may, at the employee's request, be present during the review of said employee's file.

Employees shall be evaluated annually using District developed forms which will be uniform by general job classification and be used by all offices and personnel which supervise classified employees.

When changes are made to District developed evaluations forms, the Association will review and approve, in accordance with job descriptions.

Section 3.6.1.
The District shall provide each employee with notice of any materials derogatory of the employee's conduct, service, character or personality to be placed in the personnel file. The employee shall have the right to attach to the material involved a statement of his/her version of matters. All derogatory material shall be removed after three (3) years if no other related disciplinary actions occur, unless a shorter period is specified.

Section 3.6.2.
The District uses video cameras on sites and buses to monitor student behavior and such use is not intended to replace or supplant the normal employee evaluation procedure. To ensure the privacy of those employees recorded on the video, only authorized administrators, designated staff and those directly involved can view any video, provided the operation of this section shall be subject to the public disclosure laws of the State of Washington. Any portion of a video shared outside the

District which an employee is personally identifiable, the District will notify that employee. However, this section does not pertain to criminal or professional misconduct investigations.

Fleet Video and Data Management Systems may be utilized by the District to assist with emergency response management and operational data and also as a driver trainer/teaching tool. The data will not be used for payroll purposes and/or performance evaluations except as part of an investigation into allegation of safety infractions.

Section 3.6.2.
Employees will have the opportunity to participate in a YCS Yearly survey to provide feedback to The District about classified staff working conditions and relationships. Surveys will be consistent across work sites, and employees will have the opportunity to respond to the survey anonymously.

This survey will be conducted prior to April 1st each year. The district will provide the Association with full survey data upon request.

Section 3.7.
Employees shall be permitted to attend the contract ratification meetings held on District premises before or after working hours.

Section 3.8.
All classified employees shall be compensated their hourly rate of pay for attending all District approved committee work sessions and/or building/District meetings in relationship to their job, occurring before or after working hours so long as the employees are required to attend such meetings or workshops. Overtime will apply if the employee works a forty (40) hour work week. Prior approval is required for all overtime situations.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.
The Association has the right and responsibility to present their views to the District on matters concerning their employment relations with the District, to meet at reasonable times to confer and negotiate and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters including wages, hours, and working conditions, pursuant to RCW 41.56.030.

Section 4.2.
The Association President shall promptly be notified by the District of any grievances or disciplinary action of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedures Articles contained herein. The Association is entitled to have an observer, when requested by the individual employee, at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3.
The Association shall provide each new member with a copy of this Agreement, upon request. This agreement will also be available online to all members in good standing via the PSE Portal.

Section 4.4.
The Association reserves and retains the right to delegate any right or duty contained in this Article to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.

Section 4.5.
The Yelm President of the local PSE Association and designated representatives will be provided time off without loss of pay to a maximum of five (5) days per year to attend regional or state meetings. The Association agrees to reimburse the District for substitutes, if utilized.

Section 4.5.1.
Members of the authorized Association bargaining committee shall be compensated at their regular rate of pay by the Association for all hours of work missed due to negotiations. It is agreed that bargaining committee members shall be released from work for negotiations provided that twenty-four (24) hours notice is provided to the immediate supervisor.

Section 4.5.2.
Any bargaining unit member who holds a PSE State Board and/or Zone position in the Association shall be permitted to utilize leave to perform state functions so long as appropriate advance notice is provided to the Superintendent/designee and the Association reimburses the District at the employee rate for time utilized in a fiscal year.

Section 4.6.
The Employer will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about the Association to the new employee. "Reasonable access" for the purposes of this section means the access to the new employee occurs within one (1) week of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Association.

In cases where New Employee Orientations do not take place the Employer will provide the Association release time to visit each site to provide a paid onsite orientation.

In the event the District holds a job fair, the Association will be provided a table/booth.

Section 4.6.1.
The names, email addresses, addresses, home/work phone numbers, work location and positions of new employees shall be provided to the President and emailed to the Association at membership@pseofwa.org by the end of the month.

Section 4.6.2.
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 Public School Employees of Washington (PSE)

Upon receiving notice of the employee's authorization from Public School Employees of Washington (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts to Public School Employees of Washington (PSE), by the first Monday following payroll.
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 Public School Employees of Washington (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 Public School Employees of Washington (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 4.7.
Bulletin boards, provided by the District shall be given space in each school for the use of the Association. These bulletin boards should be a minimum of two (2) feet by three (3) feet. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting.

Any/all Yelm PSE chapter officials (officer, steward, PSE Field Representative or PSE authorized employee can post material on the designated bulletin board(s). Unsigned notices or bulletins may not be posted.

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the Public School Employees of Yelm.

Section 4.8.
Representatives of the Association shall obtain permission of the building principal, superintendent, department supervisor, or their designees, in order to have access to the premises during business hours, provided that the building principal, superintendent, department supervisor, or designee, shall upon being requested for access, grant their permission if no hampering or obstruction of work results, and normal operation of the school or department is not interrupted.

The District recognizes that the Association Field Representative has exclusive representing rights and access to any employee in the bargaining unit at any time. As with any visitor to a school building in the District, the Field Representative is required for safety reasons to check in with the building principal/office upon arrival.

Section 4.9.
The Association shall furnish the District Payroll Office with a list of Association members as of the date of execution and with the names of all new members within five (5) days after they become affiliated with the Association. The District Payroll Office will provide the Association with a list of all bargaining unit employees semi-annually with notations as to who the District is deducting dues from.

Section 4.10.
When reductions in the bargaining unit work force are being contemplated, the District shall first meet and confer with the Association and the Field Representative as to the necessity for and the manner of any reductions in the work force.

Section 4.11.
The Association agrees to defend (including the selection of an attorney) and hold the District harmless from any claim of liability arising out of the District's performance of its obligations in Article IV and in Article XIV.

Section 4.12.
The names and addresses, work assignments and current salary information of employees in the bargaining unit will be provided upon request to the Association and updated quarterly as changes in personnel occur.

Section 4.13.
The Association shall have the right to meet and confer on all job description changes. All job descriptions will be evaluated during each full contract bargaining session.

Section 4.14.
For the purposes of developing fair criteria for hiring or promotion, representatives of the Association may have input into tests used to evaluate candidates for bargaining unit positions. The Association may also review and have input on test items after the tests are compiled. This practice will recognize that members of the bargaining unit have some expertise and legitimate concern for the appropriateness of testing criteria.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION OR NEGOTIATION

Section 5.1.
Matters appropriate for consultation or negotiation between the District and the Association are those concerning wages, hours, grievance procedures and other working conditions of the employees in the bargaining unit.

Section 5.2.
It is further agreed that the District will consult with the Association, and meet with the Association upon its request, at mutually agreed upon times, in the formulation of any changes being considered in existing benefits, wages, hours or working conditions.

Section 5.3.
It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.

ARTICLE VI

ASSOCIATION-MANAGEMENT RELATIONS

Section 6.1.
The Association representatives may meet with the Superintendent and/or his designated representatives at mutually agreeable times to discuss the administration of this Agreement.

Section 6.2.
The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. The Association may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2.1. Weingarten Rights.
Employees will be informed of their Weingarten Rights. "If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.".

ARTICLE VII

WORKING SHIFTS

Section 7.1.
Each employee will be assigned a basic shift consisting of five (5) consecutive workdays, Monday through Friday. For calculation of extra hours and overtime, the work week shall consist of seven days, Sunday through Saturday, except as otherwise provided in Appendix B. Each employee assigned to a shift will have a designated time of beginning and ending. A rest period of fifteen (15) minutes shall be granted during each shift of four (4) consecutive hours. Each shift of eight (8) hours and thirty (30) minutes shall include a thirty (30) minute uninterrupted lunch period, a fifteen (15) minute first half and a fifteen (15) minute second half rest period. The Administration shall establish split shifts as a basic shift only when necessary. All employees who are directed to work on Saturday or Sunday shall be compensated the overtime rate except those employees who volunteer for extra hours.

Section 7.1.1.
During the summer months when school is not in session, employees who are scheduled to work may, at the District's/Direct Supervisor's discretion, have the option of working four (4) ten (10) hour days in lieu of five (5) eight (8) hour days. The four (4) days shall be Monday through Thursday or Tuesday through Friday as designated by the District.

Section 7.1.2.
No employee, other than Transportation and Food Service, shall be given a temporary change in shift without forty-eight (48) hours prior notice, except for emergencies. The supervisor/director and employee can mutually agree to waive the forty-eight (48) hour time line.

Section 7.1.3.
For any building that has only one (1) night custodian, that employee is eligible to apply for a twenty dollar ($20) monthly cell phone stipend with District approval.

Section 7.1.4.
All employees working five (5) or more hours a day shall be granted an unpaid and uninterrupted meal period of at least thirty (30) minutes. In the event the District requires an employee to work during a scheduled lunch period, the employee's lunch period shall be rescheduled, and if rescheduling is not possible, the employee will be compensated for the extra time worked.

Section 7.2.
Employees required to work in a position regularly filled by a higher classification shall receive compensation equal to that normally received by the employee in the higher classification, based upon the current experience step.

Section 7.3. Classification Overtime and Extra Work.
Each full shift shall consist of eight (8) hours, including a thirty (30) minute lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.1.
The District agrees to provide employees with as much advance notice of overtime and special services requirements when possible.

Section 7.4.
No provision of this Agreement shall be interpreted to require the District to assign an employee to perform any job assigned that would cause the employee's hours to exceed forty (40) hours for that week. Consideration for assignments of overtime and extra work will adhere to the following procedure:

1. Work Site within general job classification by seniority with less than 40 hours
2. General job classification by seniority with less than 40 hours employees
3. Work Site within general job classification by seniority with 40 hour employees
4. General job classification by seniority 40 hours employees
5. District wide by seniority by sign up list at District office

Employees with less than forty (40) hours, working in multiple general job classifications, must make their supervisor aware of the total number of hours of overtime/extra work they have accepted for the work week prior to accepting an overtime/extra hour assignment.

If a less than forty (40) hour employee, who by accepting the overtime or extra work will now exceed forty (40) hours, that employee will not be eligible under step one (1) and step two (2) of the procedure listed above. The work would be awarded to the most senior employee following steps one (1) through five (5) above.

When possible, overtime/extra hour assignments will be broken into four (4) hour increments.

Seniority will govern provided the most senior employee is qualified to perform all the duties and functions of the job as determined by the supervisor. If a person is not given the overtime work or extra work because of insufficient knowledge of the assignment, they shall retain their position on the list for the next overtime assignment or extra work assignment.

In the event the assignment of overtime is caused by an emergency at the building site or work location, overtime will be assigned to the employee(s) who have not completed their work shift. Employees still working will have the first right of refusal by seniority. After work hours or in a callback situation, the established seniority list will prevail within general job classification.

Section 7.4.1.
Additional hours of work shall be defined as permanent hours of work added to a position. When such additional hours of work become available at an employee's worksite.

a. Priority consideration will be given by seniority to restoring time to employees that have had a reduction of hours of work that school year;
b. After exhausting Step a), any remaining additional hours, wherein such assignments are greater than one (1) hour per day shall be posted pursuant to Section 10.9; and
c. Benefit eligible positions(s) shall be maintained unless the position is grant funded or to a specific non-recurring funding source. If the union doesnot agree, the regular terms of the collective bargaining agreement will be followed.

For any employee to receive additional hours totaling more than one (1) hour per school year, said hours must be obtained pursuant to Section 10.9.

Section 7.4.2.
All hours worked, including paid holidays and sick leave as time worked, more than a forty (40) hour week, shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate. All other leaves and vacation are not included in the calculation of hours worked in a week. Employees, other than drivers/bus assistants, called for overtime special services shall receive no less than two (2) hours pay per call at one and one-half (1 ½) times his or her base rate and shall receive such for all additional hours worked. If more than four (4) hours are worked on call-back, employees shall receive a minimum of six (6) hours pay with an appropriate lunch period.

Section 7.4.3.
Athletic non-classification postings will happen fifteen (15) calendar days prior to the first season event and will be transmitted through the YCS District email system, immediately thereafter any other contractual requirements the employer may have. All Association employees will be afforded access to the District's email system. It is understood that District staff will not use District systems and/or services for business, commercial, or personal financial purposes, per our Staff Electronic Resources Acceptable Use Policy.

All other non-classification overtime/extra work will be transmitted through the YCS District email system fifteen (15) calendar days prior to the event if help is required by the District.

Any person interested in overtime and extra work for a special event must respond to the posting requesting such work. All classified employees shall be compensated their hourly rate of pay for working special events occurring before or after working hours in which Yelm Community Schools is the fiscal agent. Overtime will apply if the employee works a forty (40) hour work week. Prior approval is required for overtime situations.

Section 7.4.4.
As overtime or extra time work becomes available, the person at the top of the list shall have the right to work provided they are qualified as outlined in Section 7.4.

Section 7.4.5. Extra Contracted Days.
Certain classifications require additional time before and/or after the school year to ensure that the year starts out successful and ends successful. The following classifications wish to solidify the hours they are currently time sheeting by making them part of their contracted days.

- Secondary Library Technicians-two (2) days before the school year starts and two (2) days after the school year ends. 180 days changed to 184 days.
- In School Suspension-one additional day at the end of the year to resolve end of year data. 180 days changed to 181 days.
- Food Service Warehouse-order acceptance and delivery to buildings prior to first day of food service workers return. 180 days changed to 182 days.
- Food Service Workers-training prior to the start of the school year and to prep kitchens. 180 days changed to 181 days.
- Bus Drivers-training and bidding prior to the start of the school year, 180 days changed to 183 days.
- Health Room Assistant- Training prior to the start of school year and to input student immunization records. 180 days to 182 days.

Section 7.5.
During inclement weather or emergencies that might require the schools to close down, the District shall make reasonable efforts to inform employees that they should not report for work. The efforts will be satisfied by notices given on specified radio stations, television stations, website, or District automated message at least forty-five (45) minutes before employees are required to report to work. In the event employees are not contacted by this means or by telephone and they subsequently report for work, they shall receive a minimum of one (1) hour's pay at the appropriate rate. Maintenance and custodial staff may be required to work to protect facilities, engage in snow removal, or other assigned tasks related to the safety of the buildings and facilities.

Classified Staff Weather/Emergency Conditions Guidelines for Delayed Starts or Closures

- Weather/Emergency conditions can result in the delayed opening of schools/work sites. Employees should assume they will complete their regular work schedule each day. When weather conditions create hazards and delay employee's arrival to work, their work schedule may need to be adjusted. Adjustments to work schedule will be coordinated with the supervisor and the impacted employee.
- If a classified employee cannot arrive for their regular work schedule due to weather/emergency conditions, the employee is to decide what adjustments he/she needs to make to travel safely and report to work.

- Extreme weather conditions may require an employee to arrive late to work or leave early from work. The District will make every effort to adjust the employee's work schedule that day to provide each employee the opportunity to work a full shift if his/her department or school is open. This may not be possible in all circumstances.
- If, for some reason, the adjustment of the employee's workday to start later and end later than is not viable for the employee or the District, then the employee may access emergency leave, unpaid leave or if possible, make up the missed work hours. If the employee's choice is to make up the hours missed, the employee is to coordinate approval of making up the missed work hours with his/her supervisor. In the event the employee is denied the opportunity to make up the missed work hours, the employee may appeal that decision to the Superintendent/designee.
- When weather/emergency conditions result in school closure after the school day has begun or the cancellation of routes/programs or the emergency early release of students, the employees will work their regular schedule unless the Superintendent closes their school and/or department due to unsafe conditions. (The employee may access emergency leave, per Section 9.1.2. or unpaid leave for the missed work hours).
- When schools or departments are closed before the workday begins, less than two hundred sixty (260) day employees will not work on that day, unless previous arrangements have been made by their supervisor. The day will be made up later in the year per the calendar.
- There may be exceptions to an individual's situation, so the employee should contact his/her supervisor or Human Resources, if their supervisor is not available, to receive guidance on his/her situation.

Transportation Sub-Section
Section 7.50 to End of Section 7

Section 7.50.
Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shift shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Director of Transportation; provided that all bus drivers shall work and receive pay for thirty-five (35) minutes per day for the purpose of bus fueling, bus clean-up, bus warm-up, and safety checks in addition to actual hours of driving time.

Van and car drivers will receive twenty-five (25) minutes per day. All time on trips and regular daily scheduled bus runs shall be compensated at the employee's base hourly rate of actual driving time with the exception of the following: Prior to a trip, the driver may request an unpaid lunch/dinner break of up to one (1) hour to include transportation to nearest eating establishment for their lunch/dinner break. Meals purchased during this meal break qualify for reimbursement upon completion of a reimbursement form with receipt attached. Otherwise the bus driver/bus assistant must stay on site with the bus at all times at their regular hourly rate of pay.

Drivers will not be entitled to extra trips if it would cause the District to incur the payment of overtime. When assigning extra trips, the District will be bound by the seniority rotation provisions of Section 7.50.3, except that a senior driver can be bypassed for the entire trip if assignment to a less senior driver would allow the District to avoid the payment of overtime.

Layover Time:
Bus drivers/bus assistants shall be subject to the provisions relative to layover herein provided. If there are forty-five (45) minutes during an AM or PM route or thirty (30) minutes or less between an AM or PM route to a midday, the base hourly rate shall continue uninterrupted. Drivers/bus assistants are required to perform other duties during this time. Other duties are defined as bus cleaning, student discipline, route updates, shredding and paperwork, etc. Additionally, layover time is not applicable when a bus driver/bus assistant has bid on and receives an extra trip.

Duty Call:
Drivers shall receive a minimum of one (1) hour pay for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday. New bus drivers who have worked three hundred sixty (360) hours or more as substitutes in previous years will be granted up to two (2) years of service on Schedule A.

Section 7.50.1.
The following procedures will be utilized prior to the start of each school year to determine route packages:

Regular preschool, elementary and secondary morning and afternoon routes will be bid by seniority according to the anticipated route schedule announced by the District no later than three (3) working days prior to scheduled bidding including route times and schools serviced. Shuttles required from one school to another on a daily basis at the beginning of school year will be included in the route package. These add ons will be placed on longest routes without placing in overtime.

Preschool routes that are divided shall be bid separately by seniority under operational practices in effect at the time of execution of this Agreement according to the anticipated route schedule announced by the District.

No bumping or changes in drivers from one route to another shall be made during the month of September until the rebidding for realigned routes takes place.

The District agrees to pay drivers and assistants to attend three (3) thirty (30) minute required meetings per school year to allow the District to disseminate important information to staff throughout the year. The first meeting will be held during the October rebid process. The second meeting will be held in January upon returning from winter break with the third meeting being held in April following spring break. Drivers will be informed of the meeting dates and times five (5) working days prior to meeting.

An opportunity to rebid by seniority for realigned routes shall be made available no later than October 1. The District will provide a three (3) working days notification of the re-alignment and will provide route times and schools serviced. For this purpose, realignment means a change in driving time of thirty (30) minutes or more every day of the week for ten (10) workdays, excluding Preschool routes which only run four (4) days a week. After this realignment is complete, any future realigned routes that might occur during the remainder of the school year shall be posted for bid only if there is a change in driving time of thirty (30) minutes or more every day of the week for ten (10) workdays.

Any new or open route shall be posted for bid by seniority at the time it occurs. Any route changes shall take place within seven (7) days following the awarding of the bid. If at any time during the

year after October 1 there is ongoing disparity for thirty (30) school days of twenty (20) minutes or more between driving time and PAF time, the PAF will be updated to reflect driving time, excluding any special ed route/package.

In the event the addition of a McKinney-Vento/Foster Care student increases a route package or creates an additional run of thirty (30) minutes or more, the route will be posted after twenty (20) work days.

No run that is bid or awarded will have a schedule conflict with other previously bid and awarded runs or exceed forty (40) hour per week.

In the event that the driver's total time exceeds forty (40) hours per week, one (1) or more of the driver's run will be reassigned to the next available senior driver.

Route/Package:
A route/package is defined as a combination of daily assigned work for basic and special education needs performed by a driver/bus assistant and is consistent throughout the year.

Shuttle:
Shuttles shall be defined as an intra-District trip awarded from the Shuttle Board Roster for more than one hour (to and from or one (1) way) to a destination within the school District. Any add on shuttles less than one hour will be awarded on a cost-effective basis first and then in order of seniority at the designated schools as determined by the transportation administrator.

Trips:
Field/Sports trips are defined as all other trips that are neither route packages, other work or shuttles, and are out of the school District.

Exclusive Trips:
An exclusive trip is a whole or part of a trip that can only be taken by an exclusive group of drivers/bus assistants because of the unavailability of substitutes (i.e.: a driver's regular route must be completed by a certain time, or the regular route does not start until a certain time). All trips will be on one (1) rotating seniority list (i.e.: shuttle trips). The list will start at the top at the beginning of the school year and continue to rotate until the end of the school year.

Run:
Any portion of a route package.

Midday:
A home to school and/or school to home routes are the AM and PM runs. Middays will be bid at the beginning of the year. Any drivers/bus assistant who wish to sub on midday routes will sign up at the beginning of each week for any midday work and will be required to work if called. If a driver/bus assistant passes twice after signing up, they will forfeit their right to sign up for the duration of the school year unless it is an emergency for passing. Any new midday route that becomes available after the original bid will be posted for bid. Any midday driver that has been placed on the reduction of hours roster will have first chance at any new middays, provided that the route would not cause them to exceed forty (40) hours per week.

Late Run:
A run which is scheduled after the regular school to home (p.m.) route and does not conflict with the driver's current driving assignment.

Section 7.50.2.
Regular drivers shall be given preference by seniority on a rotating basis in taking runs when the regular assigned driver is absent; provided, however, these runs shall not interfere with the drivers regularly scheduled daily run.

Leave replacements for the scheduled assignments of drivers and bus assistants who will be absent for six (6) weeks or more will be put up for bid for the duration of the leave.

The District without regard to seniority or current employment status may fill the position of the person that accepts the leave replacement job. The replacement employee will receive the same benefits as the employee they are replacing after thirty (30) workdays of service (see Section 9.4.3.).

The limitations outlined here shall pertain to regular Transportation employees who bid and substitute for employees on leave for more than six (6) weeks.

Section 7.50.2.1.
Substitute bus drivers may be rotated on selected van/car routes for mutual benefit to the District and the drivers. The District will have available substitutes, and the drivers will have predictable work and income. Even though this "substitute pool" has provided the District its new drivers since its inception (generally in seniority order), the District is not restricted to hire its drivers only from this group in seniority order.

Section 7.50.3. Extra Trips.
Extra trips shall be posted for driver consideration and sign-up as soon as available. Extra trips shall be assigned by the supervisor on a rotating basis by seniority beginning at the first of the school year. Any driver signing up for extra trips after the beginning of the school year shall wait one (1) full rotation of the current seniority roster before they can be considered for extra trip assignments.

Section 7.50.3.1. Trip Cancellation Policy and Procedure.
In the event that a trip has been cancelled, the following will apply:

- If the employee has not yet checked in for work (the extra trip), they will complete their regular route (HS and GS) and receive a cancel.
- If the employee has checked in for work (the extra trip), but has not left the yard and is not able to complete their regular route (HS and GS), they shall receive one (1) hour pay and a cancel. If able, the employee will complete the portion of the route available to them (example GS run).
- The portion of the route not driven will be docked.
- If the employee has checked in and left the yard for the extra trip, the employee will then be paid one (1) hour (mandatory) and receive a cancel when their regular route is not affected.
- In any situation where the employee will be compensated above their regular route, a cancel will not be awarded (excluding non-working days).

- A "cancel" means the employee has the priority to either bid before the scheduled rotation at the next trip bidding or have the priority to be awarded a bonus trip before that next scheduled rotation.

Section 7.50.3.2.
If necessary, bus drivers shall be authorized for up to one-half (½) hour to clean the bus upon the conclusion of an extra trip.

Section 7.50.3.3.
Drivers who wish to take summer trips will sign up before school is out for a Summer Rotation List. The trips will be assigned in seniority order. If a driver is not reasonably available by phone, the next driver in line will be called. For the purposes of this section, a summer trip is defined as a trip that is scheduled after the last day of the regular school year for student instruction/attendance, and before the first regular day of student instructions/attendance.

Section 7.50.4.
All late runs shall be rated at a minimum of one (1) hour for the determination of wages and benefits.

Section 7.50.5.
Only employees regularly employed as transportation employees will be used to drive buses sixteen (16) passenger or greater when transporting pupils, unless no qualified employee is available; then a substitute may be used.

Section 7.50.6.
Director approved time spent telephoning parent/guardians and/or in parent conferences each year shall be on District time and shall be logged and paid at the employee's rate of pay.

Section 7.50.7.
When a van is being used on a daily designated route/run the driver shall receive the same rate of pay as a bus driver.

This section does not apply to staff hired as Van/Car drivers under Schedule A of this agreement. A Van/Car driver is a driver that does not hold a CDL with all the required endorsements.

Section 7.50.8.
Driver and Driver-Trainer positions may be stacked together without regard to a conflict in regular work schedules. In the case of a conflict, the Driver position will take precedence over their Driver-Trainer work schedule. However, the District may reassign by seniority to available (non-overtime) drivers or substitute drivers their midday route to allow them to perform Driver-Trainer duties.

Section 7.51.
In the event that a route is canceled on a particular day, such as absent student(s), etc., the driver and/or bus assistant will be paid at their normal drive time rate of pay and will be required to drive a route currently being filled by a substitute. In the event no such route is available, the driver will be required to perform additional duties, including but not be limited to cleaning/washing buses, student discipline, route updates, cleaning and organizing student bus equipment, stocking cleaning and bus supplies, etc. If none of those

duties are available, drivers can be utilized to shred papers. Should the only task that is available be shredding papers, drivers will be allowed to utilize the docking of time (leave without pay). The use of emergency leave will only be allowed if the district does not have any available work for the driver to perform. Bus washing shall not be assigned to a bus assistant.

Section 7.52.
Drivers who are assigned a trip and then are unable to give management at least twenty-four (24) hours' notice of inability to take the trips shall be taken off the rotation list for the following two (2) rotations. Employees on authorized leave under Article IX shall not be penalized.

Section 7.52.1.
All regular runs will be paid at the established run time involved, unless the run takes longer, then Fair Labor Standards Act (FLSA) will prevail and the driver will receive the actual time driven.

Section 7.52.2.
Because of the time changes in the Extension School routes during the school year, the thirty (30) minute change in route time for rebidding shall be extended to one (1) hour for these routes.

Section 7.52.3.
Shuttles that occur during the school year shall be exempt from the thirty (30) minute change in route time for rebidding. (Football, Baseball, Soccer, etc.).

Section 7.52.4.
Senior drivers may not bump less senior drivers off their assigned or amended routes during days of limited transportation or emergency conditions.

Section 7.53.
When the Bus Student Supervisor's "assigned student" is absent, he/she will be assigned to continue riding on their assigned bus and assist in supervision of other students, or he or she may be given an alternate assignment as determined by the Transportation Director.

Section 7.54.
Any District vehicle carrying a special education student must have a Bus Student Supervisor on board if a Bus Student Supervisor requirement is specified in the student's Individualized Education Program (IEP).

Section 7.55.
The District will comply with the U.S. Department of Transportation Title 49 Code of Federal Regulation (CFR) for control of drug and alcohol use in commercial motor vehicle operations.

All time spent for drug and/or alcohol testing shall be paid at the drive time rate.

Employees will not suffer any loss of wages or benefits when directed to participate in post-accident, reasonable suspicion, or random drug and/or alcohol testing.

The District will provide, at no cost to all safety sensitive employees subject to drug testing, a copy of "Employee Handbook FMCSA" entitled Substance Abuse and Alcohol Misuse Handbook as now or hereafter amended.

Section 7.56.
All bus drivers on trips at night shall be provided access to the wave app to use on personal cell phone.

Section 7.57.
Bus drivers shall be entitled to meal allowance for each four (4) hour block involved in an extra trip upon submission of a receipt and so long as steps in Section 7.3 are followed.

Section 7.58.
Any driver taking an overnight trip will be paid actual driving time for the travel to and from the destination. All other days will be paid no less than eight (8) hours.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.
During inclement weather or emergencies that might require the schools to close down, the District shall make reasonable efforts to inform employees that they should not report for work. The efforts will be satisfied by notices given on specified radio stations, television stations, website, or District.

All employees shall receive the following paid holidays which fall within their work year:

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

Paid holidays shall be considered part of an employee's work year calendar.

Section 8.1.1. Unworked Holidays.
Employees who are on the active payroll on a holiday and have worked both their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on an unpaid leave of absence, shall be eligible for pay for a holiday.

Section 8.1.1.1. Independence Day Holiday.
All bargaining unit employees who have been requested to work within their classification by the District at least five (5) work shifts will be paid for the July 4 holiday. This is excluding summer temporary employees.

Section 8.1.2.
Employees who are required to work on the listed holidays shall be paid at time and one-half their normal rate of pay for each hour worked, plus any pay due them for the holiday.

Section 8.1.3.
Should a holiday occur while an employee is on vacation, that employee will have his vacation extended by one (1) day.

Section 8.2

- For two hundred sixty (260) day employees, vacation days will be computed and recognized on a monthly accrual basis.
- For less than two hundred sixty (260) employees, vacation days will be computed and recognized as of June each year. For a partial year, an employee will be granted a prorated share of their vacation time.
- Employees shall be allowed to carry over twenty (20) day's vacation from one year to the next.
- For less than two hundred sixty (260) day employees shall receive vacation pay on an FTE (full-time equivalent) basis in their June paycheck. Only calendared hours, including holidays, will be counted into computation of vacation credit for all employees except transportation. Calendared hours, including holidays, and all hours worked will be counted into computation of vacation credit for transportation employees. Hours for in-service are not counted towards vacation credit.
- Vacation days can be taken in increments of one (1) hour or more.
- Two hundred sixty (260) day employees
    - Year one (1) - six (6) vacation days
    - Year two (2) – twelve (12) vacation days
    - Upon completion of the fifth year of service, each regular employee shall be granted one (1) additional day of vacation per year until a maximum of twenty-five (25) days of vacation is reached for two hundred sixty (260) day employees and twenty (20) days is reached by less than two hundred sixty (260) day employees.

Section 8.2.1.
Each year two hundred sixty (260) employees may sell back up to three (3) vacation days at the rate of one (1) day of pay at the employee's current wage rate for one (1) day of vacation. Written notice of intent to sell back such vacation must be received by July 31, and will be processed for payment in August payroll

Section 8.2.1.1.
During the 2023-2024 school year two hundred sixty (260) employees will be allowed to cash in up to four (4) vacation days.

Section 8.2.1.2.
During the 2024-2025 school year two hundred sixty (260) employees will be allowed to cash in up to five (5) vacation days

Section 8.3.
Vacations will be requested by completing the District leave request form which is available at any time at the request of the employee. This form must be completed by April 1 for utilization of seniority status for choice of vacation dates for that year. Vacations will start on September 1 of the present year through August 31 of the following year. Employees who do not fill out the form by the April 1 day will lose their seniority status, but may also schedule vacations on open dates. Vacations can be split into four (4) different segments and changed one (1) time to an open date as approved by the District. Vacations will not generally be approved that exceed three (3) weeks at one time.

Vacation schedules are subject to the employee and to District needs. Vacations will not normally be scheduled during the last week of school, the week before school starts, and the week after school starts.

ARTICLE IX

LEAVES

Section 9.1.
Sick leave shall be granted to each employee at the rate of one (1) day per month worked with a minimum of ten (10) days granted per year. Such sick leave may be accumulated without limit. Any sick leave days taken will be deducted from the employee's accumulated sick leave on an hourly basis. A doctor's certificate may be required for five (5) or more succeeding days of sick leave. (See Article XI, Section 11.1.1.).

Section 9.1.1.
Earned sick leave pay will be allowed for illness, injury or emergencies as identified in Sections 9.1.2. through 9.1.4. Sick leave may also be used by employees who are victims of domestic violence, sexual assault, or stalking (RCW 49.76).

Section 9.1.2. Emergency Leave.
Emergencies are considered a legitimate use of sick leave. Emergencies will be considered matters of a serious nature requiring the presence of the employee that preplanning or rescheduling could not have avoided.

Examples of matters that may be judged to qualify as emergency leave include:

a. Inclement weather necessitating the closing of school, on a case-by-case basis determined by the Superintendent.
b. Bereavement and death of family member or close friend (not covered by Section 9.2.).
c. Emergency to property (flood, fire, storm, etc.).
d. Court appearance or hearing involving employee's personal interests with less than forty-eight (48) hour notice.
e. Birth of a grandchild (limited to three (3) days per occurrence; five (5) days if travel is outside the local area).
f. Accident of employee, spouse or children, or registered domestic partner.*
g. Vacation extension beyond your control.

* Registered domestic partner refers to the domestic partner of an employee where the employee's relationship with the domestic partner is registered with the Washington State Domestic Partner Registry.

Examples of matters that would not qualify as emergencies include:

a. Vacation or vacation extension.
b. Recreational or social activities.
c. Employee association business.
d. Spouse business or professional activities
e. Pursuit of educational or business interest.
f. Political activities.

Section 9.1.3. Childbearing Leave.
The employee's sick leave benefits shall begin on the day that the employee is no longer able to work due to temporary disability caused by childbearing. This date must be verified in writing by the employee's personal physician. An employee requesting childbearing leave should give written notice to the District at least four (4) weeks prior to commencement of said leave when possible.

The employee's sick leave benefits shall be paid when the following occurs:
The employee's personal physician certifies in writing that the employee is disabled due to Childbearing; and the employee has accumulated sick leave.

In the event sick leave has been exhausted, the employee shall be granted a leave of absence without pay during the period of actual physical disability.

An employee requesting to return to work within sixty (60) calendar days after the termination of the pregnancy must have the approval of her personal physician. The employee's specific assignment will remain available provided the employee returns within sixty (60) calendar days after the termination of pregnancy or at the next natural break in the instructional year. The exact date of the employee's return will be determined in consultation with the employee's immediate supervisor.

A father may be granted up to five (5) days leave, deducted from sick leave, when his wife is giving birth to a child.

Section 9.1.4. Family Illness.
Earned sick leave pay will be allowed for illness, injury or emergencies as identified in Sections 9.1.2. through 9.1.4. Sick leave may also be used by employees who are victims of domestic violence, sexual assault, or stalking (RCW 49.76).

Employees shall, upon request, be granted sick leave when such absence is required to care for a member of said employee's immediate family and household where such a member of the employee's immediate family is unable to care for him or herself and there is no other family member in position to provide such care.

Pursuant to the Federal Family Medical Leave Act (FMLA) and the Washington State Family leave law (RCW 49.78), every employee of the District who has worked for the District at least one (1) year and for at least one thousand two hundred fifty (1,250) hours in the preceding year, is entitled to up to twelve (12) workweeks of unpaid family leave during any twelve (12) month period for one or more of the following:

a. Because of the birth of a child of the employee and in order to care for the child;
b. Because of the placement of a child with the employee for adoption or foster care;
c. In order to care for a family member of the employee, if the family member has a serious health condition; or
d. Because of a serious health condition that makes the employee unable to perform the functions of the position of the employee.

Return to Work: Any employee returning from an authorized family leave shall be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent

benefits and pay (RCW 49.78.280). The employee will not be entitled to accrue any seniority or employment benefits during any period of leave, nor will s/he be entitled to any benefit other than those to which the employee would have been entitled had s/he not taken the leave. Reinstatement of an employee returning from family leave need not occur if:

a. The specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work,
b. An employee on family leave takes a position with another employer outside the home, or
c. The employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave.

During the time the employee is on Family leave the employee will continue to receive their prior FTE insurance contribution (29 CFR § 825.209(a)).

Section 9.1.4.1. Military Caregiver Leave.
An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in twelve (12) month period to care for the service member.

Section 9.1.5.
In the event that an employee is absent for reasons that are covered by Washington State Industrial Insurance, the District shall allow the employee to use accrued sick leave as desired by the employee, up to the amount equal to the employee's regular pay prior to disability.

Section 9.1.6.
In order to encourage regular attendance by all employees, the following attendance incentive program is hereby established:

Annual Conversion of Accumulated Sick Leave:
Commencing in January of 1985 and on each January thereafter, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused sick leave, may elect to convert unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five (25) percent of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave.

Any such election shall be made by written notice to the District Business Office during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of state statute or regulation.

Conversion of Sick Leave Upon Retirement or Death:
Any employee who shall retire or who dies while employed by the District may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of State statute and regulation as now or hereafter amended.

Section 9.1.6.1. Conversion of Sick Leave Upon Separation.
In accordance with State law as now or hereafter amended, an employee who is at least age fifty-five (55), has ten (10) years of service in the retirement system, and is a member of either the teachers' or school employees' retirement system plan 3, or is at least fifty-five (55), has at least fifteen (15) years of service in the retirement system and is a member of either the teachers' or school employees' retirement system plan 2 may cash-out all accumulated sick leave at the rate of one (1) day's monetary compensation for every four (4) days of leave at the time of separation from employment.

Section 9.2. Bereavement Leave.
Up to five (5) days leave per occurrence with pay will be authorized by the District in the event of the death of any member of the immediate family. The immediate family includes spouse, children, mother, father, sister, brother, grandfather, grandmother, son-in-law, daughter-in-law, grandchildren, father-in-law, and mother-in-law, step-child, step-parent, step-sibling, foster child, niece, nephew, aunt, uncle, grandparent-in-law, brother-in-law, sister-in-law, legally registered domestic partner or any relative living in the same household. Additional bereavement leave may be granted to employees at the discretion of the Human Resources Director. Appeals may be made to the Superintendent's Office.

A maximum of two (2) days shall be allowed to attend the funeral of any relative not listed above, a friend, or a co-worker per occurrence. This leave will not be deducted from sick leave.

Bereavement leave will be paid in one-half (1/2) or full day increments. This leave is not deducted from an employee's sick leave.

Section 9.2.1.
These limits may be exceeded in the sole discretion of the Superintendent, which shall not be subject to review.

Section 9.2.2.
The District may ask for verification pursuant to WAC 357-31-250.

Section 9.3. Personal Leave.
Employees shall be entitled to three (3) paid days of personal leave for matters which require their absence during the workday. Only two (2) instructional staff will be approved for personal leave, per building, on the same day. Personal leave may be taken in hours, half day increments or whole workday increments.

The third personal day will start in the 2023-2024 school year.

Personal leave cannot be used for: Extended vacation or concerted and/or individual action against the District.

The District requests that application to the Director of Human Resources for paid personal leave be made at least forty-eight (48) hours prior to taking such leave whenever possible. The Superintendent may deny personal leave use on a particular day by providing his/her business reason to the union. Personal leave is cumulative to four (4) days for less than two hundred sixty (260) day employees and five (5) paid days of personal leave for two hundred sixty (260) day employees. Personal leave days can be taken in one (1), two (2) day or three (3) day increments.

Section 9.3.1.
Employees with unused personal leave days at the end of the school year shall be allowed to cash the leave out. The employee must request in writing with signature by July 1 to the Payroll office to cash this day out. When an employee separates from service, all days can be cashed out.

Section 9.3.2. Donating Sick Leave.
Pursuant to House Bill 2266 filed in the office of the Secretary of State June 20, 2003, which amended RCW 41.04.655, 41.04.660 and 41.04.665, employees shall be allowed to donate accrued sick leave or personal holidays.

Section 9.3.2.1. Leave Donation Program.
Program means the leave sharing established in RCW 41.04.660. Those eligible to receive voluntary donation of leave includes all Active duty "Uniformed services" and allows employees to come to the aid of a fellow employee who are suffering from or have a relative or household member suffering from an extraordinary or severe illness, injury impairment, physical or mental condition, domestic violence, sexual assault, or stalking, or emergency which has caused or is likely to cause the employee to take leave without pay or terminate employment.

Leave donated under this program may be transferred to an employee of another state employer, educational service District, or an employee of a school District (RCW 41.04.660).

Section 9.3.2.2.
An employee may transfer sick leave to another employee requesting shared leave as long as they maintain a minimum of one hundred seventy six (176) hours or twenty two (22) days of sick leave after they transfer. There is no limit to the number of days that may be transferred. Employees may also donate any amount of accrued vacation days as long as they maintain a balance of ten (10) days.

Section 9.4.
A leave of absence for medical or child rearing without pay may be granted for a limited period of time not to exceed one (1) year. A leave of absence for educational purposes without pay may also be granted so long as it is for one continuous limited period of time not to exceed one (1) year. Leaves in this category can only be made by the Superintendent or designee, with School Board approval, and are not subject to review under the grievance policy except where noted herein. Leaves in this category are not granted, except in unusual circumstances and are non-renewable from year to year.

The District shall resume deducting union dues upon the return of an employee from a non-paid leave. Leave shall not be granted to seek other employment. Employees requesting all other short term leaves will be informed of approval or denial.

Section 9.4.1.
The returning employee will not necessarily be assigned to the same position occupied before the leave.

Section 9.4.2.
The employee shall retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave. Provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

Section 9.4.3.
An employee hired to replace another on a leave of absence is considered a substitute employee as defined herein. In the event a regular employee is selected to replace another regular employee on leave, the replacement employee will receive the same benefits as the employee they are replacing after thirty (30) working days of service.

Section 9.4.4. Protracted Illness Leave.
Any employee who has completed the probationary period shall be entitled to a leave of absence in cases of protracted illness or injury as certified by their physician. Upon application to the District, such leave shall be granted for the period of illness or injury of up to one (1) year, which may be extended at the District's discretion. Leaves will not generally be considered until an employee has been with the District for at least one (1) year.

On return to work the employee will return to the same or similar position, subject to the following: (1) An employee must present, by their physician, a release that they are physically able to perform their prior position; (2) If an employee is physically unable to return to their previous position with the District, they will be provided alternative employment, if possible.

Section 9.5. Jury Duty.
When any employee is required by a court of law to serve upon a jury, the District shall pay the employee his/her contracted salary for the full time his/her services are required by the court. Provided that all expenses and or remunerations with the exception of meals, mileage and parking fees which the court provides the employee shall be assigned by such employee to the general fund of the District. Provided further, that jury duty days of public service shall not be deducted from other leave days which the employee has under the terms of his/her contract.

Section 9.6. Military Leave.
Employees shall be granted military leave of absence with pay to the limits set by law (RCW 38.40-060) or as hereafter amended.

Military Leave:
The District shall grant military leave as provided by law to each staff member who is a member of the United States Military Reserve Unit or the Washington National Guard for a period not to exceed twenty-one (21) days during each year beginning October 1 and ending the following September 30, provided such reservist has been called to, or volunteered for, active duty for training and/or service. Such military leave of absence shall be in addition to any vacation or sick leave to which the staff member may be entitled and shall not result in any loss of rating, privileges or pay. During the period of military leave, the staff member shall receive his/her normal pay from the District. The employee shall be charged military leave only for days that s/he is scheduled to work for the state or the county, city, or other political subdivision.

Employees whose District employment is interrupted by up to five (5) years of service in a uniformed service, and are otherwise eligible under applicable law, are entitled to re-employment by the District following their discharge (20 CFR § 1002). The Superintendent shall adopt procedures to implement these re-employment rights consistent with State and Federal law.

Military Leave - Spouse:
The District shall allow an employee who is the spouse of a military member of the U.S. Armed Forces, National Guard, or Reserves who has been notified of an impending call or order to active duty or has been deployed to take up to fifteen (15) days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to active duty or when the military spouse is on leave from deployment (RCW 49.77.030).

To qualify, the employee must work an average of twenty (20) hours or more each week for the District (RCW 49.77.020(2)). The employee must provide the District notice of intent to take leave within five (5) business days of the call to active duty or notice of leave from deployment (RCW 49.77.030).

Section 9.7.
Abuse of sick leave will result in disciplinary action.

Section 9.7.1.
An employee who obtains a leave under false pretense shall be subject to disciplinary action.

Section 9.8. Domestic Violence Leave.
Leave with pay (to the extent the employee has accrued paid leave available for use) or without pay may be granted to allow victims of domestic violence, sexual assault, or stalking to take reasonable leave from work for legal or law-enforcement assistance, medical treatment, counseling or as otherwise provided by RCW 49.76. The employee shall provide verification of eligibility to take leave as authorized by RCW 49.76. The employee must give advance notice when possible.

Section 9.9. Paid Family Medical Leave.
Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall pay fifty percent (50%) of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.
The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 10.1.1.
Temporary employees who become permanent shall have their seniority date adjusted to the date they began temporary employment after completion of the probationary period.

Section 10.2.
Each new hire shall remain in a probationary status for a period of not more than sixty (60) workdays following the hire date. During this probationary period the District may discharge such employee at its discretion without being subject to grievance procedure. The probationary period may be extended with mutual agreement between the District and the Association. The District shall provide a probationary evaluation to identify unsatisfactory performance. If the District fails to conduct an evaluation, the term of this section will not apply.

Section 10.3.
Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 10.4.
The seniority rights of an employee shall be lost for the following reasons:

- Resignation;
- Discharge for sufficient cause;
- Retirement; or
- Change in general job classification within the bargaining unit, as hereinafter provided.

Previous general job classification seniority shall be retained for two (2) years. This provision only applies in layoff situations.

Section 10.5.
Seniority rights shall not be lost for the following reasons, without limitations:

- Time lost by reason of industrial accident, industrial illness;
- Time on leave of absence granted for the purpose of serving in the United States Armed Forces; States; or
- Time spent on other authorized leaves.

Section 10.6.
Seniority rights shall be effective within the general job classifications. As used in this Agreement, general job classifications are those set forth in Article I. The accumulation of vacation days is based on original hire date and not affected by change in job classification.

Section 10.7.
Shift selection, vacation periods and extra time (including overtime) shall be determined solely on the basis of seniority accordance with Section 7.3. and 7.4. The employee with the earliest hire date within classification shall have preferential rights regarding promotions, assignment to new or open positions, and layoffs when ability and performance are substantially equal with junior employees.

If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or employees, the District shall set forth in writing to the senior employee or employees, upon written request, and the Association President, it's reason why the senior employee or employees have been bypassed.

Section 10.8.
Other than drivers and bus assistants, any promotion or voluntary change shall be considered temporary for a period of sixty (60) workdays. Within the first twenty (20) workdays, the employee will be evaluated and may elect to return to this or her former job classification without prejudice. If the employer finds the transfer unsatisfactory, he/she may transfer the employee back to his/her previous classification. Employees subject to temporary placement pursuant to this section shall not be allowed to bid on new or open jobs or positions until the sixtieth (60) workday has been completed.

Additionally, lateral transfers within the same job classification requested by the employee will be limited to one (1) per school year, as long as the employee has completed his/her probationary period in his/her current position.

Section 10.9.
The District shall publicize within the bargaining unit for five (5) workdays the availability of open positions within ten (10) workdays after the employee's last day should the District choose to fill the position. A copy of the job posting shall be forwarded to the President of the Association and posted in every school building and work location. When multiple positions within the bargaining unit are posted, applicants must apply individually for each position for which they wish to be considered. A blanket letter of application shall not be considered for further processing.

Section 10.9.1.
The senior employee within the general job classification for which there is a posted vacancy, who applies for an available position within the same job classification with the School District, shall be granted an interview, unless he/she has been interviewed for a similar position within the last six (6) months or the most senior applicant is awarded the position.

Section 10.9.2.
Leave replacement (substitute) positions which involve a Board approved leave of absence of six (6) weeks or more will be filled by the most senior (qualified) employee within the specific job classification. In such cases, the position of the employee who accepts the leave replacement job may be filled by the District without regard to seniority or current employment status. Exception: Transportation leave replacement bargaining agreement provisions are stated in 7.50.2.

Section 10.10.
A reduction in force shall be defined as a lack of work resulting from a lack of funds, reorganization, elimination of a position or partial elimination of a position. Pursuant to Section 10.7., such reductions in force shall be executed in the following manner.

For all general job classifications, except paraeducators, the displacement option shall be to the comparable position held by the least senior employee district wide. Comparable is understood to mean substantially similar in wages, benefits, hours of work and working conditions. Employee(s) shall have the option to be offered any vacant comparable position before exercising their displacement rights.

For paraeducators, their initial displacement right shall be within the program they are employed, a program is defined in Schedule A. Employee(s) shall have the option to be offered any vacant comparable position before exercising their displacement rights. An employee may displace into the position held by a lesser senior employee within the program. In the event there is no displacement option within the program, such employee(s) may displace into a comparable position held by the least senior employee district wide.

In the event the first two (2) steps are exhausted without placement of the employee in a comparable position, such employee(s) shall be considered in a layoff status. Employee(s) who have accepted a less than comparable position, shall be retained on the re-employment list.

Section 10.11.
In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees shall be considered along with current employees in filling an opening in the classification held immediately prior to layoff. The employee(s) hired last within effected classifications will be the first to be laid-off. Names shall remain on the reemployment list for eighteen (18) months from the date of layoff. Recall of laid-off employees shall be on the basis of the reverse order of layoff within affected classifications.

Section 10.11.1.
Employees shall be given a minimum of twenty (20) paid workdays notice in writing prior to any reduction in the work force.

Section 10.11.2.
Employees reduced in hours (one (1) hour per day or more) – will have priority in the restoration of lost hours in the classification according to seniority.

Section 10.12.
Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 10.13.
An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of reemployment within fifteen (15) days.

Section 10.14.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided that such employee is offered a position substantially equivalent to that held prior to layoff.

Section 10.15.
Seniority is the date the employee began continuous daily employment in his or her current general job classification. All less than full time employees shall have the option of stacking assignments. The employee may stack positions out of their general job by applying for posted positions. Additionally, they must possess any necessary certification or training required for the position they wish to stack. With the addition of the stacked position, the hours worked cannot exceed forty (40) hours per week and there can be no conflict with the employee's base position's daily schedule. Employees are able to earn seniority in each of their classifications.

Assistants that have lost seniority due to the division of Instructional and Non-Instructional classification shall have their seniority restored.

Section 10.16.
When a person previously employed by the District is reemployed within the same job classification within one (1) year period after separation, he or she shall be placed on the same salary experience step formerly held and have all other benefits reinstated. Any person who is reemployed by the District after the one (1) year limit will be hired according to Section 16.1.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.
The District shall have the right to discipline, suspend, or discharge an employee for sufficient cause.

Section 11.1.1.
Abuse of sick leave will result in disciplinary action (Cross reference, Article IX: Section 9.1.).

Section 11.2.
All school year employees shall be notified of the intent of reemployment in writing prior to the end of the current school year. An intent of reemployment notice is not a guarantee of reemployment. However, certain financial conditions such as, but not limited to, levy failures, bond failures, reductions in State or Federal funding, etc. may necessitate the District to rescind intent notices and issue layoff notices at any time throughout a calendar year.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.
Beginning January 1, 2020, employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program as adopted in the School Employees Health Care Coalition agreement. The District will pass through the fullest extent of benefits provided by the State.

This amount shall be contributed toward insurance coverage monthly per eligible employee as defined below.

Employee Eligibility: All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, six hundred thirty (630) hours or more in a school year. For purposes of benefits provided under SEBB, school year shall mean September 1 through August 31.

Dependent Eligibility: Legal spouses, state-registered partners, children up to the age of twenty-six (26) (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

Calculation of Hours: All hours worked during the school year as a school district employee shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work six hundred thirty (630) hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

Benefit Enrollment/Start: Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work six hundred thirty (630) hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work six hundred thirty (630) hours or more during the school year and that employee begins on or before the first day in September.

Benefit Termination/End: Any employee terminating employment shall be entitled to receive the District Insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where septation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31.

Any changes to the current SEBB rules/eligibility made by the legislature or SEBB board will be implemented once they become law and will be added to the collective bargaining agreement once the collective bargaining agreement is open for a full bargain.

Section 12.1.1.
During the period that an employee is on L&I time loss due to an on-the-job injury and unable to return to work, the District will continue to pay the employees pre-injury FTE amount for medical insurance to a maximum of three (3) beyond the cessation of sick leave. The District agrees to pass on all allowances provided by the Legislature toward employee benefits as they become known and available.

Section 12.2.
The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.3.
All employees subject to this Agreement shall be entitled to participate in a tax-sheltered annuity plan approved by the School District. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

Section 12.4.
In determining whether employees subject to this Agreement are eligible for participation in the Washington State Public Employees Retirement System, the District shall report all hours worked, whether straight time, overtime or otherwise.

The District and Association shall meet no later than January 31, 2021, to discuss the disbursement of funds in any health, dental, vision reserve accounts. No disbursements or agreements with any other units can occur prior to the District meeting with the Association.

Section 12.5
In accordance with WAC 392-136-015, an employee must be at least fifty (55) years of age, SERS 2 with fifteen (15) years of service and SERS 3, with ten (10) years of service. The sick leave conversion rate is twenty-five percent (25%).

All PSE members who have sixty (60) or more sick leave days-if election is made, the annual conversion will be monetary compensation and paid on the February payroll. Contributions are based upon the number of sick leave days earned during the previous calendar year, less any days used during the calendar year.

All PSE members who retire or separate from service,if election is made, all accrued sick leave will be monetary compensation and paid on the employee's final payroll.

When a Memorandum of Understanding (MOU) between VEBA and the Association is in effect, the following will occur:

All Association members who have one hundred eighty (180) or more sick leave days. Eligibility for contributions on an annual basis is limited to employees who have accumulated one hundred eighty (180) or more days. Contributions are based upon the number of sick leave days earned during the previous calendar year, less any days used during that calendar year. Eligible contributions will be directed to VEBA.

ARTICLE XIII

VOCATIONAL TRAINING

Section 13.1.
In the mutual interests of the District and Association, the District shall continue to cause funds to be available which may be used by employees subject to this Agreement for professional development.

Section 13.2. Optional Professional Time.
The equivalent of seven hours (7 hours) of district/building/department professional hours will be made available for paraeducators. The use of the time must be approved by the building administrator prior to use.

The equivalent of four (4) hours may be used by bus drivers to familiarize drivers with their routes to include but not limited to driving their route, reviewing rosters, preparing their bus, and any other before school year activities that will make the first day of school successful. The use of time must be approved by the Department administrator prior to use.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1.
Grievances arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement shall be resolved in strict compliance with this Article. Days referred to in this Article are working days.

Section 14.2. Grievance Steps.

Section 14.2.1. Step 1 (Informal).
The employee shall first discuss the grievance with his immediate supervisor and make clear he/she is utilizing the grievance procedure. If the employee wishes, he/she may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor/administrator in accordance with the preceding sentence within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 14.2.2. Step 2.
If the grievance is not resolved to the employee's satisfaction within ten (10) working days of bringing it to his/her supervisor's attention, in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance within five (5) more working days containing the following:

a. The facts on which the grievance is based;
b. A reference to the provisions in this Agreement which have been allegedly violated; and
c. The remedy sought.

The employee shall submit the written statement of grievance to his immediate supervisor or administrator whose decision they are grieving for reconsideration and shall submit a copy to the Director of Human Resources. The parties will have five (5) working days from receipt of the written statement of grievance to resolve or respond to it.

Section 14.2.3. Step 3.
If no settlement has been reached within the ten (10) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the Director of Human Resources. The Director of Human Resources shall conduct a hearing, at which the grievant shall be entitled to representation by the Association. In any case, the Director of Human Resources shall respond in writing within ten (10) working days, unless an extension is mutually agreed to in writing.

Section 14.2.4. Step 4.
If no settlement has been reached within the five (5) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District Superintendent or his designee. The Superintendent or his designee shall conduct a hearing, at which the grievant shall be entitled to representation by the Association. In any case, the Superintendent or his designee shall respond in writing within ten (10) working days, unless an extension is mutually agreed to in writing.

Section 14.2.5. Arbitration Process.
If the decision of the Superintendent is not acceptable to the Association, it may request that the grievance be submitted to an arbiter for a prompt hearing as herein after provided:

Written notice of a request for arbitration shall be made to the Superintendent within twenty (20) working days of receipt of the decision under Section 15.2.3. The issue must involve the interpretation or meaning of the express provisions of this Agreement.

When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) working days after submission of the written request for arbitration, the provisions of paragraph 4 below shall apply to the selection of an arbiter.

In the event an arbiter is not agreed upon as provided in paragraph C above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties in turn have the right to strike a name from the panel until only one (1) name remains. The right to strike the first name from the panel shall be determined by lot.

Arbitration proceedings shall be in accordance with the following:

The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days (unless mutually extended) of the completion of the closure of the record.

The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.

The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and where there is mutual agreement.

Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

The Association or the District, shall each pay fifty percent (50%) compensation of the arbiter including necessary expenses, and the other party shall pay fifty percent (50%) of the arbiter's fees and expenses.

The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs. All decisions arrived at under the provisions of this Article by the representatives of the District and the Association, or the arbiter, shall be final and binding upon both parties, provided, however, in arriving at such decision neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

Petition by either party to a court of competent jurisdiction, on any arbitration decision or award, shall be limited to the following:

- The arbiter exceeded the jurisdiction or authority under this Agreement.
- The arbiter's decision or award is based on an error of law.
- The signing of any grievance by an employee or representative of either the District or the Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

Section 14.3.

The grievance hearings, except arbitration hearings, shall take place on the grieving employees work time. Arbitration hearings shall be scheduled by the arbitrator. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

SUPPLEMENTAL PROCEDURES AND CONDITIONS

No reprisals of any kind will be taken by the Board of Education, the school administration, or the Association against any individual or group because of his participation or non-participation in this grievance procedure.

All matter, documents, communications, and records, pertaining to specific grievances shall be confidential and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the

grievance adjusting process or by any employee or director of the District. Upon the adjustment of the grievance, the documents, communication, and records (excepting a record of the grievance and the final adjustment thereof which shall be filed separately from personnel files of the participants) shall be destroyed in such a manner as to maintain the confidential nature of the documents.

The filing of a grievance shall in no way interfere with the rights of the board to proceed in carrying out its management responsibilities.

In the event that an alleged grievance involved an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

A grievance involving the recognized employee organization and grievances involving an administrator above the supervisory level may be initiated at Step III at the sole option of the grievant. Failure on the part of the employer to render a decision concerning the grievance at any step of this procedure and within the time limits specified shall permit the grievance to be appealed to the next level of the grievance procedure. Untimely processing by a grievant or the Association shall constitute a waiver of the grievance.

All time limits within this grievance procedure may be extended by mutual agreement between the parties. Either party may have an arbitrator's decision reviewed under the State Arbitration Act (Chapter 7.04 RCW). Issues not discussed in these rules are settled under the Voluntary Labor Arbitration Rules of the AAA.

ARTICLE XV

NEW EMPLOYEES

Section 15.1.
New employees within the jurisdiction of this Agreement will be employed pursuant to RCW 28A.400.300. Former Yelm employees will retain the same rights as employees hired from other school Districts.

Section 15.2.
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 ninety (90) workdays in his/her current position.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.
Salaries and wages of employees for the 2022-2023 school year are contained in Schedule A.

The District shall pass on all legislatively approved salary and State funded benefit increases for the length of the contract.

For the 2022-2023 and 2023-2024 school year, the parties agree to increase the salary schedule by the prior year.

Implicit Price Deflator (IPD), using the official current base complied by the Bureau of Labor and Statistics, United States Department of Labor, for the City of Seattle.

Section 16.1.1.
Salaries and wages of employees are contained in Schedule A.

In year one (1) September 1,2022– August 31, 2023

- Lead Dispatcher (New Position)
- Dispatcher 20%
- SPED Para Programs 16%
- SPED Learning Center/Pre-School 14%
- Instructional Para 12%
- District Technology Assistant 12%
- Cafeteria Worker 9%
- Bus Assistant 7%
- Maintenance, Custodians, Food Service Warehouse/Warehouse, BSA, Graduation Specialist/Career Center 3%
- Remaining Classifications 2%

In year two (2) September 1, 2023 – August 31, 2024. Schedule A shall be increased by four percent (4%) across the board.

In year three (3) September 1, 2024 – August 31, 2025. The District and the Association agree to the reopening of wages.

Section 16.1.2.
Retroactive pay, where applicable, may be delayed until the payroll department can handle it, but in any case, no later than sixty (60) calendar days after ratification of this Agreement.

Section 16.1.3.
All regular wages will be paid over a twelve (12) month period, i.e., September 1 to August 31. Pay will be received on the last weekday (exclusive of a holiday) of every month. Payroll errors resulting in an underpayment shall be corrected no later than the next regularly scheduled payday following discovery of the error. Payroll errors resulting in an overpayment shall be corrected following a meeting with the involved staff member where payment arrangements will be determined. Attending the meeting does not relinquish the employee's right to due process nor is it an admission that an overpayment occurred.

Section 16.1.4.
All fees for any continuing employment requirements will be paid for by the District for regular employees.

Section 16.1.5.
All special certificates and/or licenses, other than a Washington State Driver's License, required by the District, of regular employees, shall be paid for by the District.

Section 16.2.
The District shall reimburse employees for the use of their personal transportation at Board policy rate when required or requested by the District. No employee shall be required to transport a student or another employee in his or her personal vehicle.

Section 16.3.
Employees required to remain overnight on District business shall be reimbursed for meals and lodging after presenting appropriate receipts in accordance with District Policy.

Section 16.4.
Salary payments will be made through direct deposit to employee selected checking or savings accounts.

Section 16.5.
All promotions including working in a higher classification must cause a minimum raise in pay of at least three percent (3%).

Section 16.6.
Employees will be entitled to reimbursement for meals when they are away from the District on District business during meal time.

Section 16.7.
Any specialized equipment and clothing required for the performance of duties shall be provided by the District. Maintenance, Grounds/Maintenance, Mechanics, and Custodians will be provided uniforms. Food Service shall be provided smocks and/or aprons, and gloves, which will be cleaned on site. Each mechanic will receive a stipend of one thousand dollars ($1,000) per fiscal year for tool allowance as a separate line entry on their October check with the understanding that if the employee resigns/retires prior to August 31 of that year, the stipend will be prorated on months worked. Each mechanic, grounds person, maintenance, warehouseperson, and food service van driver will receive a stipend of two hundred fifty dollars ($250) per fiscal year for boot allowance as a separate line entry on their October check with the understanding that if the employee resigns/retires prior to August 31 of that year, the stipend will be prorated on months worked. Custodians and Food Service will receive a shoe allowance of one hundred dollars ($100) per fiscal year. Custodians will wear approved shoes and Food Service shoes will wear non-slip, L&I approved shoes. These shoes will be required to be worn. The allowance will appear on a separate line entry on their October check, with the understanding that if the employee resigns/retires prior to August 31 of that year, the stipend will be prorated for months worked.

Section 16.7.1.
The District and the Association agree to form a joint committee, three (3) members from the Union and three (3) members from the District, to identify a system for compensating staff for completing training/continuing education opportunities applicable to District employment.

Section 16.8.
The District shall reimburse upon submission of receipt, including but not limited to the employee's deductible the damage to employee vehicles incurred while an employee is performing District duties and the investigation deems that the District is liable.

Section 16.9.
Prescription safety glasses shall be provided by the District to those employees whose job requires the use of safety glasses, and when the employee's vision requires corrective lenses as part of their daily living.

1. The District will pay for prescription safety glasses in the amount up to four hundred dollars ($400) every two (2) years. Anything over the four hundred dollars ($400) will be the responsibility of the employee.
2. Lenses will be replaced on a yearly basis when there is notable change in the employee's prescription.
3. If glasses or lenses break while on the job due to job related duties, and reported immediately to a supervisor when available, the District will pay for the replacement of such glasses, lenses, or both.

Each member of the Technology Department, excluding the help desk position shall be entitled to a stipend of fifty dollars ($50) per month for the use of their personal phone.

Staff hired prior to February 1, 2018 shall be grandfathered and may continue to receive existing stipends for possessing a recognized apprenticeship, Associate of Arts Degree, and/or Bachelor of Arts Degree. Grandfathered employee may elect to receive the new professional development stipends described above in lieu of the grandfathered stipends.

Section 16.9.1. Employee Compensation for Professional Development.

1. Clock hours will be paid two dollars and fifty cents ($2.50) per clock hour.
2. Clock hours may be submitted quarterly with a minimum of twenty (20) hours required.
3. Each college credit will be equivalent to ten (10) clock hours.
4. Initial stipend will be paid the month following the quarter it was received.
5. Quarters will end September 30, December 31, March 31 and June 30.
6. Subsequent stipends will be paid November 30 and will continue to be received annually.
7. The maximum stipend an employee can receive is one thousand five hundred dollars ($1,500) annually for less than two hundred sixty (260) day employees and two thousand dollars ($2,000) for two hundred sixty (260) day employees.
8. To receive compensation employees must provide proof of attendance/completion.
9. Non-district provided training will be reviewed by the members of the professional development committee.
10. Initial submission of hours can be made by for any hours earned from October 1, 2018 through June 30, 2019 to receive payment, they must be submitted by September 30, 2019 for payment in November 2019.
11. The District will develop a form for employees to use when submitting hours for payment.
12. Current employees may submit any degree earned up through September 5, 2019. All

existing employees that receive a degree stipend will be grandfathered and continue to receive their stipend as long unless they voluntarily choose to be a part of this program. Once they elect to be a part of this program, they will no longer receive degree stipends.

Section 16.10.
All employees covered by this collective bargaining agreement who are Food and Child Nutrition employees shall receive the following salary premiums effective the first of the month following verification and receipt in the Human Resources department for the School Nutrition Association certification so long as the first of the month falls during the student year. If the certificate is received and verified after May 31, the pay will become effective the first workday of the following employee's work year. All satellite cooks, food service utility workers and assistant cooks are required to complete Level I certification within their first year of employment. All district cooks and bakers are required to complete Level 2 certification for current employees, one (1) year from ratification March 11, 2020. It is the sole responsibility of the employee to submit documentation for verification of salary premiums for the School Nutrition Association certification to the Human Resources department. Upon verification and receipt, the Human Resources department shall provide the employee validation of the salary premium request.

Effective September 1, 2016
Level 1 – Additional fifty cents ($0.50) per hour
Level 2 – Additional seventy-five cents ($0.75) per hour
Level 3 – Additional one dollar ($1.00) per hour
Level 4 – Additional one dollar twenty-five cents ($1.25) per hour

Section 16.11.
The contract longevity steps apply to all employees under this collective bargaining agreement based on their seniority in the District.

Section 16.11.1.
Longevity steps are equated to the value of a four percent (4%) increase.

Section 16.12. 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 Association on a check separate from the Union dues transmittal check. The employee may revoke the request at any time. At least annually, the Association's state office will notify the employee about the right to revoke the request.

ARTICLE XVII

TERM AND SEPARABILITY OR PROVISIONS

Section 17.1.
The term of this Agreement shall be September 1, 2022 through August 31, 2025. All applicable addendums, MOUs and LOAs will be rolled into the contract.

Section 17.2.
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 17.2.1.
Schedule A will be applicable for the duration of the contract. The District shall pass along all salary and State funded benefit increases for the length of the contract.

Section 17.2.2.
In writing, the contract shall be reopened with mutual consent of both parties. The District shall pass on all salary and State funded benefit increases for the length of the contract.

Section 17.3.
This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Section 17.4.
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 17.5.
Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 17.6.
Parties agree that each has had the opportunity and unlimited right to make proposals with respect to any matter deemed a proper subject for bargaining. The results of their negotiations are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each, voluntarily and without qualification, agrees to waive the right to oblige the other to bargain with respect to any matter or subject not specifically referred to or covered by the Agreement.

ARTICLE XVIII

NO STRIKE AGREEMENT / NO LOCKOUT AGREEMENT

Section 18.1.
The District and Association recognize that the cessation or interruption of services by classified employees is in violation of this Agreement. This Association hereby agrees that it or unit members collectively or individually will not initiate, cause, permit or participate or join in any strike or work stoppage. Strike and work stoppage shall be deemed to include slowdowns, stoppages of any kind, sit-ins, sick-ins, refusals to perform work, or any type of interference whatsoever with the operation of school facilities.

In the event of any action or violation of this Agreement, the Association will immediately attempt to secure a return to work of those in violation. The District shall have the right to discipline including discharge any Association member for taking part in any violation of this section. The employer agrees there will be no lockouts.

ARTICLE XIX

SAFETY

Section 19.1.
It is agreed that safe working conditions are desirable and necessary. All employees shall be vigilant in noticing, correcting when possible, and reporting unsafe working conditions to the appropriate personnel. The District is responsible for providing safe working conditions and equipment for employees.

Section 19.1.1.
No employee shall be required to transport a student in his or her personal vehicle.

Section 19.1.2.
Employees covered by this bargaining agreement will not be required to search a student, a student's possessions, or District property.

Section 19.1.3.
The District will not require any employee to restrain a student without providing the employee with 'restraint training' on District time. The District will provide up to date training/in-service on de-escalation and/or self-protection and how to protect others in violent situations to all employees who work with students who have known behavior issues, or any employee recommended by the administrator at District expense. A Certificate of Completion on Restraint Training will be awarded to the employee and a copy of the training record will be maintained by the District.

Section 19.2
An assault on an employee shall be reported to their administrator withing twenty-four (24) hrs. The administrator will contact law enforcement only when deemed necessary. If law enforcement is contacted the administrator will provide the employee with a verbal confirmation. The District will render assistance to the employee in connection with the handling of this incident.

Section 19.2.1
In the event an employee is absent from employment and unable to perform their job as a result of injury sustained while performing their assigned duties, the employer will assist the employee with the Workers' Compensation process through ESD113.

Section 19.3
Any student who commits a serious assault against another student, employee, or visitor, on campus or during any school activity, will be immediately referred to the building administrator. The administrator will follow up with relevant district employees upon completion of their investigation.

Any student with an IEP who portrays aggression shall have data taken on their behavior for seven (7) weeks. Once data is complete, the District will use the compiled data to start the observation process (up to four (4) weeks) for plans needed to ensure correct student placement. If a plan or change in placement is needed, all efforts will be made to get them done in a timely manner. Upon completion for observation and planning, District has two (2) weeks for implementation.

A serious assault is defined as physical contact intended to or resulting in harm to another individual to include but not limited to hitting, kicking, hair pulling, pushing, biting, and spitting.

Section 19.3.1

In addition, the administrator and or supervisor will meet with the employees prior to any readmittance of any student who has committed an assault or other exceptional misconduct.

Section 19.4.

The Association shall have representation on the District Safety Committee. The representation shall be a current Association Board member appointed by the Association. Minutes of the Safety Committee meetings shall be provided to each work site for posting and a copy to the Association President.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

YELM COMMUNITY SCHOOLS #617

BY: _____
Gabriel Iverson, Chapter President

DATE: 01/24/2023

YELM COMMUNITY SCHOOLS #2

BY: _____
Julie Mondry, Director of Human Resources

DATE: 1/23/2023

BY: _____
Bill Hauss, School Board President

DATE: 1-23-2023

YELM COMMUNITY SCHOOLS
PUBLIC SCHOOL EMPLOYEES (PSE) SALARY SCHEDULE
2022-2023

						Longevity After					
						10-Yrs	15-Yrs	20-Yrs	25-yrs	30-Yrs	35-yrs
		Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
CODE	JOB TITLE	1	2	3	4	5	6	7	8	9	10
FACILITIES											
2	MAINTENANCE	27.41	28.04	28.85	29.41	30.30	31.51	32.77	34.08	35.44	36.86
24	HVAC TECHNICIAN	33.62	34.63	35.67	36.74	37.84	39.36	40.93	42.57	44.27	46.04
GROUNDS											
7	GROUNDSPERSON	26.64	27.26	28.04	28.59	29.45	30.62	31.85	33.12	34.45	35.83
CUSTODIAL											
4	CUSTODIAN LEAD	26.08	26.52	27.22	27.65	28.48	29.62	30.81	32.04	33.32	34.66
5	CUSTODIAN	22.94	23.43	24.11	24.60	25.33	26.35	27.40	28.50	29.64	30.82
FOOD SERVICE											
9	COOK/BAKER	22.78	23.24	23.93	24.27	25.00	26.00	27.04	28.12	29.24	30.41
10	ASSISTANT COOK	20.27	20.66	21.30	21.69	22.34	23.23	24.16	25.13	26.14	27.18
11	FOOD SERVICE VAN DRIVER	20.76	21.19	21.77	22.17	22.84	23.75	24.70	25.69	26.71	27.78
12	CAFETERIA WORKER	20.09	20.47	21.10	21.50	22.15	23.03	23.95	24.91	25.91	26.94
13	SATELLITE COOK	21.15	21.58	22.20	22.60	23.27	24.20	25.17	26.18	27.23	28.32
14	WAREHOUSE PERSON	23.12	23.64	24.33	24.82	25.56	26.58	27.65	28.75	29.90	31.10
42	FOOD SERVICE UTILITY WORKER	23.12	23.64	24.33	24.82	25.56	26.58	27.65	28.75	29.90	31.10
PARA ED											
16	INSTRUCTIONAL PARA	21.32	21.98	22.66	23.29	23.98	24.94	25.94	26.98	28.06	29.18
45	LEARNING CENTER/PRESCHOOL	22.42	23.09	23.78	24.42	25.15	26.16	27.20	28.29	29.42	30.60
46	BEHAVIOR/SLC/AUTISM/CLC/ FLC/STUDENT SPECIFIC PARA	23.18	23.86	24.56	25.21	25.97	27.01	28.09	29.21	30.38	31.59
TRANSPORTATION											
19	BUS DRIVER	25.24	25.71	26.45	26.94	27.75	28.86	30.01	31.22	32.46	33.76
21	DRIVER TRAINER	26.90	27.52	28.31	28.87	29.73	30.92	32.16	33.45	34.78	36.18
22	DISPATCHER	27.55	28.16	29.01	29.64	30.53	31.75	33.02	34.34	35.71	37.14
24	DISPATHER LEAD	30.55	30.74	31.66	32.35	33.32	34.66	36.04	37.49	38.99	40.54
23	VAN/CAR DRIVER	20.37	20.79	21.37	21.76	22.41	23.31	24.24	25.21	26.22	27.27
47	BUS ASSISTANT	20.19	20.62	21.26	21.64	22.29	23.18	24.11	25.07	26.07	27.12
MECHANICS											
68	MECHANIC	30.83	31.86	32.80	33.74	34.75	36.14	37.58	39.09	40.65	42.28
69	LEAD MECHANIC	33.87	34.87	35.82	36.71	37.81	39.32	40.90	42.53	44.23	46.00
INDEPENDENT JOB CLASSIFICATIONS											
30	DISTRICT NETWORK TECHNICIAN	43.92	45.18	46.54	47.92	49.36	51.34	53.39	55.52	57.75	60.06
33	DISTRICT COMPUTER TECHNICIAN	30.71	31.84	32.95	34.07	35.09	36.50	37.95	39.47	41.05	42.69
35	DISTRICT TECHNOLOGY ASSISTANT	26.79	27.60	28.42	29.27	30.15	31.35	32.61	33.91	35.27	36.68
40	LICENSED PRACTICAL NURSE	29.44	30.34	31.26	32.14	33.10	34.42	35.80	37.23	38.72	40.27
41	BRAILLIST	29.44	30.34	31.26	32.14	33.10	34.42	35.80	37.23	38.72	40.27
43	BEHAVIOR SUPPORT ASSISTANT	25.25	25.95	26.64	27.42	28.24	29.37	30.54	31.76	33.04	34.36
73	IN-SCHOOL SUSPENSION	22.71	23.38	24.08	24.74	25.48	26.50	27.56	28.66	29.80	31.00
17	SIGN LANG. INTERPRETER	21.66	22.40	23.20	23.98	24.69	25.68	26.71	27.78	28.89	30.04
50	SIGN LANG. INTERPRETER (EIPA 3.5 or higher)	27.15	27.90	28.70	29.47	30.35	31.57	32.83	34.14	35.51	36.93
18	CERT. O. T. ASSISTANT/REGISTERED NURSE	31.16	32.06	32.95	33.87	34.89	36.28	37.73	39.24	40.81	42.44
20	SECONDARY LIBRARY TECHNICIAN	22.71	23.38	24.08	24.74	25.48	26.50	27.56	28.66	29.80	31.00
74	MAIL COURIER	20.18	20.59	21.16	21.55	22.19	23.08	24.01	24.97	25.96	27.00
8	CAMPUS SECURITY/SUPERVISION	25.00	25.70	26.39	27.15	27.96	29.08	30.25	31.45	32.71	34.02
76	GRADUATION SPECIALIST/CAREER CNT COORD	23.50	24.21	24.91	25.66	26.43	27.49	28.59	29.74	30.92	32.16

YELM COMMUNITY SCHOOLS
PUBLIC SCHOOL EMPLOYEES (PSE) SALARY SCHEDULE
2023-2024

						Longevity after					
						10-Yrs	15-Yrs	20-Yrs	25-yrs	30-Yrs	35-yrs
		Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
CODE	JOB TITLE	1	2	3	4	5	6	7	8	9	10
FACILITIES											
2	MAINTENANCE	28.51	29.17	30.00	30.59	31.51	32.77	34.08	35.44	36.86	38.33
24	HVAC TECHNICIAN	34.97	36.02	37.10	38.21	39.36	40.93	42.57	44.27	46.04	47.88
GROUNDS											
7	GROUNDSPERSON	27.71	28.35	29.16	29.73	30.62	31.85	33.12	34.45	35.83	37.26
CUSTODIAL											
4	CUSTODIAN LEAD	27.13	27.58	28.30	28.76	29.62	30.81	32.04	33.32	34.66	36.04
5	CUSTODIAN	23.86	24.37	25.08	25.58	26.35	27.40	28.50	29.64	30.82	32.06
FOOD SERVICE											
9	COOK/BAKER	23.70	24.17	24.89	25.24	26.00	27.04	28.12	29.24	30.41	31.63
10	ASSISTANT COOK	21.08	21.49	22.15	22.56	23.23	24.16	25.13	26.14	27.18	28.27
11	FOOD SERVICE VAN DRIVER	21.59	22.04	22.64	23.06	23.75	24.70	25.69	26.71	27.78	28.89
12	CAFETERIA WORKER	20.89	21.29	21.95	22.36	23.03	23.95	24.91	25.91	26.94	28.02
13	SATELLITE COOK	21.99	22.44	23.09	23.50	24.20	25.17	26.18	27.23	28.32	29.45
14	WAREHOUSE PERSON	24.04	24.59	25.31	25.81	26.58	27.65	28.75	29.90	31.10	32.34
42	FOOD SERVICE UTILITY WORKER	24.04	24.59	25.31	25.81	26.58	27.65	28.75	29.90	31.10	32.34
PARA ED INSTRUCTIONAL											
16	INSTRUCTIONAL PARA	22.18	22.86	23.57	24.22	24.94	25.94	26.98	28.06	29.18	30.35
45	LEARNING CENTER/PRESCHOOL	23.32	24.01	24.73	25.39	26.16	27.20	28.29	29.42	30.60	31.82
46	BEHAVIOR/SLC/AUTISM/CLC/ FLC/STUDENT SPECIFIC PARA	24.11	24.81	25.55	26.22	27.01	28.09	29.21	30.38	31.59	32.86
TRANSPORTATION											
19	BUS DRIVER	26.25	26.74	27.51	28.02	28.86	30.01	31.22	32.46	33.76	35.11
21	DRIVER TRAINER	27.98	28.62	29.44	30.02	30.92	32.16	33.45	34.78	36.18	37.62
22	DISPATCHER	28.65	29.28	30.17	30.82	31.75	33.02	34.34	35.71	37.14	38.63
24	DISPATHER LEAD	31.77	31.97	32.93	33.65	34.66	36.04	37.49	38.99	40.54	42.17
23	VAN/CAR DRIVER	21.19	21.63	22.22	22.63	23.31	24.24	25.21	26.22	27.27	28.36
47	BUS ASSISTANT	21.00	21.44	22.11	22.50	23.18	24.11	25.07	26.07	27.12	28.20
MECHANICS											
68	MECHANIC	32.06	33.13	34.11	35.09	36.14	37.58	39.09	40.65	42.28	43.97
69	LEAD MECHANIC	35.22	36.26	37.25	38.18	39.32	40.90	42.53	44.23	46.00	47.84
INDEPENDENT JOB CLASSIFICATIONS											
30	DISTRICT NETWORK TECHNICIAN	45.68	46.98	48.40	49.84	51.34	53.39	55.52	57.75	60.06	62.46
33	DISTRICT COMPUTER TECHNICIAN	31.94	33.12	34.27	35.43	36.50	37.95	39.47	41.05	42.69	44.40
35	DISTRICT TECHNOLOGY ASSISTANT	27.86	28.71	29.55	30.44	31.35	32.61	33.91	35.27	36.68	38.15
40	LICENSED PRACTICAL NURSE	30.62	31.55	32.51	33.42	34.42	35.80	37.23	38.72	40.27	41.88
41	BRAILLIST	30.62	31.55	32.51	33.42	34.42	35.80	37.23	38.72	40.27	41.88
43	BEHAVIOR SUPPORT ASSISTANT	26.26	26.98	27.71	28.51	29.37	30.54	31.76	33.04	34.36	35.73
73	IN-SCHOOL SUSPENSION	23.62	24.31	25.05	25.72	26.50	27.56	28.66	29.80	31.00	32.24
17	SIGN LANG. INTERPRETER	22.52	23.30	24.13	24.93	25.68	26.71	27.78	28.89	30.04	31.25
50	SIGN LANG. INTERPRETER(EIPA 3.5 or higher)	28.24	29.01	29.84	30.65	31.57	32.83	34.14	35.51	36.93	38.41
18	CERT. O. T. ASSISTANT/REGISTERED NURSE	32.41	33.34	34.27	35.22	36.28	37.73	39.24	40.81	42.44	44.14
20	SECONDARY LIBRARY TECHNICIAN	23.62	24.31	25.05	25.72	26.50	27.56	28.66	29.80	31.00	32.24
74	MAIL COURIER	20.98	21.42	22.01	22.41	23.08	24.01	24.97	25.96	27.00	28.08
8	CAMPUS SECURITY/SUPERVISION	26.00	26.72	27.44	28.23	29.08	30.25	31.45	32.71	34.02	35.38
76	GRADUATION SPECIALIST	24.44	25.18	25.91	26.69	27.49	28.59	29.74	30.92	32.16	33.45
52	HEALTH ROOM ASSISTANT	20.53	21.15	21.80	22.39	23.06	23.98	24.94	25.94	26.98	28.06
80	COMMUNITY OUTREACH SERVICES SPECIALIST	27.11	27.92	28.76	29.62	30.51	31.73	33.00	34.32	35.70	37.12

Appendix A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, YELM CHAPTER #617 AND YELM COMMUNITY SCHOOLS #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

This Memorandum of Understanding between Yelm Community Schools (District) and PSE of Yelm Community Schools (Association) is designed to address situations when a student's disability or disabilities set that student apart from other disabled students in that they necessitate the assignment of a specific employee to assist or serve the student. It is applicable when unique circumstances exist that impact a disabled student and require the assignment of extra time including overtime) to a junior bargaining unit member, contrary to the seniority provisions of Article VII, Sections 7.3 and 7.4 of the parties'2011-2014 collective bargaining agreement (CBA).

The District and the Association met on November 13, 2012 and agreed to clarify the intent of the contract language in Article VII, Sections 7.3 and 7.4 of the CBA in regard to assignment of extra work, including overtime, involving students with disabilities as follows:

1. The Special Services Department will make the determination, based on staff input, that a situation of severe and/or unique circumstances exists and warrants the assignment of a junior bargaining unit member with additional or specialized training, or one whose assignment would provide continuity to the student's educational program. Such an assignment will be made to ensure that the student's individual needs are met and that the instructional integrity of the student's program continues.

2. The District will provide the Association with a written explanation of the reasons for the assignment, including why the district believes that the student's individual educational plan requires continuity in the staffing, or a unique skill set or training that only a junior employee possesses. The explanation will be given in compliance with the Family Educational Rights to Privacy Act (FERPA).

3. The District agrees to provide the written explanation described above as soon as it determines that the provisions of this MOU apply.

4. The Association may challenge the assignment through the grievance process set forth in Article XV of the CBA.

TRIP BID PROCEDURE

- The work week window is Saturday through Friday for calculation of available hours for Extra Trips.

- Extra trips shall be posted for driver consideration and sign-up as soon as available.

- Any driver wishing to be placed on the extra trip roster shall sign up by the beginning of the school year.

- Extra trips shall be assigned by the supervisor on a rotating basis by seniority beginning at the first of the school year.

    - Any driver signing up for extra trips after the beginning of the school year shall wait one (1) full rotation the current seniority roster before they can be considered for extra trip assignments.

- Drivers will not be entitled to extra trips if it would cause the District to incur the payment of overtime, provided, when the assignment of the extra trip hours would cause any driver to exceed forty (40) hours, the extra hours will be assigned on the basis of seniority as specified in Section 7.50.3.

- When assigning extra trips, the District will be bound by the seniority rotation provisions of Section 7.50.3., except that a senior driver can be bypassed for the entire trip if assignment to a less senior driver would allow the District to avoid the payment of overtime.

- Assignment of overtime and extra work will be on a seniority basis within job classifications.

- Should the person at the top of the list decline the word, the next person on the list shall be offered the work. This process happens with each overtime or extra work opportunity.

- Each driver is responsible in knowing how much time is available for the week.
    - All sick and holiday pay is to be figured into the weeks total.
    - All personal leave should be deducted from the weeks work total.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948, YELM CHAPTER OF PUBLIC SCHOOL EMPLOYEES, AND THE YELM COMMUNITY SCHOOLS.

The following *Memorandum of Understanding* is made and entered into between the Yelm Community Schools and the PSE/SEIU Local 1948 regarding a referral incentive for members who refer a new employee to become a bus driver during the 2022-2023 school year.

1. The district will provide a $250 referral incentive to a member that refers a non-employee applicant that subsequently becomes employed and successfully completes their probationary period.
2. Referral payments will be based on information contained in the on-line application and member notification to Human Resources.
3. In the event that more than one employee refers the same non-employee applicant, the referral will be divided proportionally.
4. Referral incentive will be retro to September 1, 2022.
5. This MOU will be re-evaluated at the end of the 2022-2023 school year for following years.

This Memorandum of Understanding shall become effective upon signature of both parties and shall remain in effect until August 31, 2023.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

BY: Gabriel Iverson
Gabriel Iverson, Chapter President

DATE: 01/18/2023

DISTRICT

BY: Julie Mondry
Julie Mondry, Director of Human Resources

DATE: 1/17/2023

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE YELM CHAPTER OF PUBLIC SCHOOL EMPLOYEES, AND THE YELM COMMUNITY SCHOOLS.

The following *Memorandum of Understanding* is made and entered into between the Yelm Community Schools and the PSE/SEIU Local 1948 regarding an attendance bonus for members during the 2022-2023 school year.

1. Members who have 2 or less absences in a single semester of the 2022-2023 school year will qualify for the attendance bonus.
2. Members who qualify for the attendance bonus will receive a one hundred and twenty-five dollar ($125) attendance bonus each semester in which they qualify, for a total of two hundred and fifty dollars ($250).
3. The incentive pay will be paid out in the months of February for the first semester and July for the second semester of the 2022-2023 school year.
4. For the purpose of this MOU, absences include all types of leaves, i.e.: personal, sick, and unpaid.
5. Attendance will be retro to September 1, 2022.
6. This MOU will be re-evaluated at the end of the 2022-2023 school year for following years.

This Memorandum of Understanding shall become effective upon signature of both parties, and shall remain in effect until August 31, 2023.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

BY: _____
Gabriel Iverson, Chapter President

DATE: 01/18/2023

DISTRICT

BY: _____
Julie Mondy, Director of Human Resources

DATE: 1/17/2023

Appendix C

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, YELM CHAPTER AND YELM COMMUNITY SCHOOLS #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

In reference to the "list" in Section 7.3, the list automatically contains all the names of the custodial employees. Every September, a Facilities Department generated preference form will be sent to all custodial employees. Using this preference form, the employee must advise the district if they prefer to (a) decline any available extra hours/overtime or (b) accept extra hours/overtime and at which work sites.

Due to the possibility of unforeseen or changing circumstances, the list will be established once a year, in the month of September using the Facilities Department generated form.

Updates occur under the following circumstances:

- When an employee transfer occurs, the call list will be opened at the sites affected by the transfer;
- In the event of a new hire, the call list will be opened at the site where the new hire is assigned;
- Six months after the initial yearly update, a custodial employee may contact the Custodial Supervisor/designee to update the employee's preference form with regard to overtime/extra hours.

All overtime and extra work will be awarded in accordance with Section 7.4 of the contract. For purposes of awarding extra hours/overtime, all hours worked including sick leave and holidays, shall be counted towards the base of forty (40) hours.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU Local 1948

PSE of YELM #617

BY: _____
Annie Copeland, Chapter President

DATE: 6-14-18

YELM COMMUNITY SCHOOLS #2

BY: _____
Greg Davis, Director, Human Resources

DATE: 6/14/16

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, YELM CHAPTER #617 AND YELM COMMUNITY SCHOOLS #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree:

10. That Grounds/Maintenance staff can continue to be used flexibly for either grounds or building maintenance especially during times of inclement weather. Employees in the positions of grounds, grounds/maintenance and flagger shall have their seniority transferred into the new general job classification of Grounds.

This Letter of Agreement shall be effective September 1, 2014, shall remain in effect until August 31, 2017, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU Local 1948

YELM COMMUNITY SCHOOLS #617

BY: _____
Annie Copeland, Chapter President

DATE: 6-14-18

YELM COMMUNITY SCHOOLS #2

BY: _____
Greg Davis, Director, Human Resources

DATE: 6/14/18

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF YELM AND THE YELM SCHOOL DISTRICT #617. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.9 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and Association agree to the following:

Prescription safety glasses shall be provided by the District to those employees whose job requires the use of safety glasses, and when the employee's vision requires corrective lenses as part of their daily living.

1. The District will pay for prescription glasses in the amount up to four hundred dollars ($400) every two (2) years. Anything over the four hundred dollars ($400) will be the responsibility of the employee.

2. Lenses will be replaced on a yearly basis when there is a notable change in the employee's prescription.

3. If glasses or lenses break while on the job due to job-related duties, and reported immediately to a supervisor when available, the district will pay for the replacement of such glasses, lenses, or both.

This Memorandum of Understanding shall become effective upon signatures of both parties.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON SEIU/Local 1948

Yelm Chapter

BY: _____
Annie Copeland, Chapter President

DATE: 8/1/20

Yelm School District #617

BY: _____
Greg Davis, Director of HR

DATE: 7/30/20

MEMORANDUM OF UNDERSTANDING
Between
YELM COMMUNITY SCHOOLS #2
and the
PUBLIC SCHOOL EMPLOYEES OF YELM COMMUNITY SCHOOLS

Transportation hours and timekeeping

This agreement made and entered into by and between Yelm Community Schools No. 2, hereinafter referred to as the "Employer" and Public School Employees of Yelm Community Schools, hereinafter referred to as the "Association." The parties have agreed to the following:

Agreement

- Starting August 2020, the bidding process that occurs in August will create Personnel Action Forms (PAFs) for all employees with changes, effective September 1, 2020. Any employee not affected by bidding changes will resume their hours as of the last day of school in June 2020.
- For the annual rebid in October 2020, any changes that result in 30 minutes or more will be processed on a PAF and changed on the October payroll. Any employee not affected by the bidding changes will maintain their hours as of September 1, 2020.
- After the October rebid, only significant hour changes of more than one hour per day(5 hrs per week) or hour changes impacting benefit eligibility will be processed on a PAF. All other hour changes and daily add/shorts will be accounted for on the employees' monthly time sheet, which is verified by the employee prior to the payroll run.
- All hours worked will be rounded up to the nearest quarter hour. Should hours need to round up, supervisors will assign work to drivers, for example: cleaning bus interiors, washing buses, fueling buses, etc.

This agreement will remain in effect through August 31, 2021.

FOR PSE		FOR YELM COMMUNITY SCHOOLS	
9/8/20		9/8/20	
Annie Copeland, President	Date	Greg Davis, Director of HR	Date