

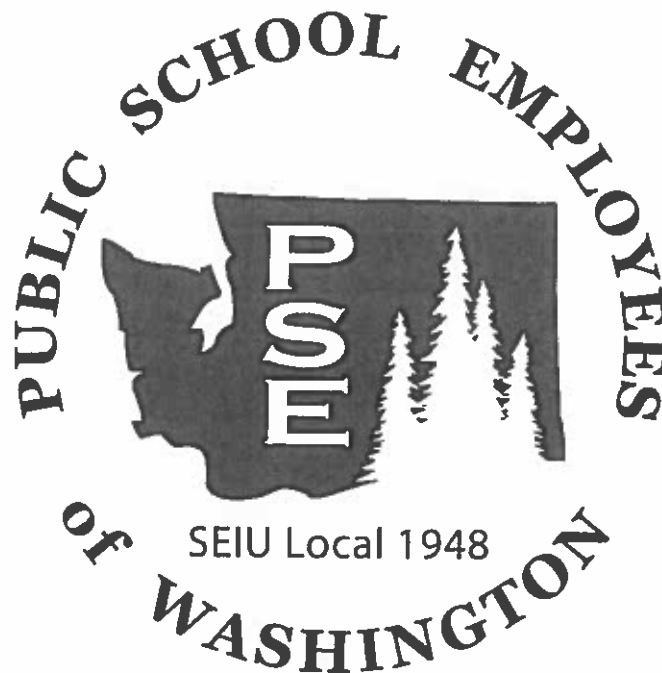
COLLECTIVE BARGAINING AGREEMENT BETWEEN

Taholah School District #77

AND

Public School Employees of Taholah

SEPTEMBER 1, 2017 - AUGUST 31, 2020



Public School Employees of Washington / SEIU Local 1948

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P R E A M B L E

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

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A R T I C L E I

R E C O G N I T I O N

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Section 1.1.

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

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Section 1.1.1.

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

Section 1.2.

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

A R T I C L E I I

R I G H T S O F T H E E M P L O Y E R

Section 2.1.

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

1 the work to be performed and the places where and the manner in which such work is to be performed.
2 These management rights are subject only to the express terms of this Agreement.
3

4 **Section 2.2.**

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

13 **RIGHTS OF EMPLOYEES**

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16 **Section 3.1.**

17 Neither the District nor the Association shall discriminate against employees or applicants for
18 employment on the basis of race, creed, religion, color, national origin, age, honorably-discharged
19 veteran or military status, sex, sexual orientation including gender expression or identity, marital
20 status, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or
21 service animal by a person with a disability. The District will follow all State and Federal laws
22 governing non-discrimination.
23

24 **Section 3.2.**

25 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
26 Union representatives and/or appropriate officials of the District.
27

28 **Section 3.3.**

29 Employees subject to this Agreement have the right to have Union representatives present at
30 discussions between themselves and supervisors or other representatives of the District when such
31 discussions are part of an investigation that could lead to discipline of the employee or when discipline
32 is announced to an employee. In no event will such discussion be delayed more than twenty-four (24)
33 hours to provide for Union representation.
34

35 **Section 3.4.**

36 The District shall maintain an official personnel file for each employee. Said file will be kept in the
37 District administration office. Each employee has the right to review the contents of his/her personnel
38 file. The employee has the right to be accompanied by a Union representative during such review
39 provided the District has no less than a twenty-four (24) hour notice that the employee will exercise
40 his/her right of such Union representation. During the review, the employee may make a copy of any
41 item(s) in the file at District expense.
42

43 **Section 3.5.**

44 Each employee shall be provided a copy of all material placed in his or her personnel file within ten
45 (10) working days. An employee may attach written comments to any document that is part of the
46 employee's personnel file; provided that the comments shall be signed and dated by the employee at
47 the time the comments are written, attached, and placed in the employee's personnel file.
48

1 **Section 3.6.**

2 Unless otherwise required by recognized State, County, or Tribal authority, employees will not be
3 required to re-enter a District building that has been evacuated until said building has been declared
4 safe by an appropriate authority.
5

6 **Section 3.6.1.**

7 Any case of assault upon an employee shall promptly be reported to the employer or the
8 employer's designated representative. The employer will notify the appropriate authority.
9

10 **Section 3.7.**

11 The placement of any district video camera on a bus is designed to monitor student behavior.
12
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15 **ARTICLE IV**

16 **RIGHTS OF THE ASSOCIATION**
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18

19 **Section 4.1.**

20 The Association has the right and responsibility to represent the interests of all employees in the unit.
21

22 **Section 4.2.**

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

28 **Section 4.3. Bulletin Boards.**

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

32 **Section 4.4.**

33 On or before the first day of October of each year during the term of this Agreement, the District shall
34 provide the Association with the name, position, hire date, and rate of pay of each represented
35 employee. The District will provide the Association the same information for employees hired after
36 October.
37

38 **Section 4.4.1.**

39 The Association has the responsibility to distribute this Agreement to all represented
40 employees.
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42
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ARTICLE V

HOURS OF WORK AND WAGES

Section 5.1.

Each employee will work the hours assigned by the District.

Section 5.2.

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

Section 5.3.

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

Section 5.4.

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

Section 5.5. Bus Drivers.

Section 5.5.1.

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

Section 5.5.2.

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

Section 5.5.3.

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

Section 5.5.4.

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

Section 5.5.5.

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

Section 5.6.

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

Section 5.7.

Teacher assistants or instructional assistants who work out of class in place of an absent teacher for three (3) consecutive hours, or more, will be paid at a premium of:

- 2017-2018: Four dollars and seventy-five cents (\$4.75) per hour above their current hourly wage.
- 2018-2019: Five dollars and twenty-five cents (\$5.25) per hour above their current hourly wage.
- 2019-2020: Five dollars and seventy-five cents (\$5.75) per hour above their current hourly wage.

ARTICLE VI
LEAVES/VACATION

Section 6.1. Illness, Injury, and Emergencies.

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

Section 6.1.1.

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

Section 6.1.2.

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

Section 6.1.3.

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

Section 6.1.4. Leave Sharing.

- A. District employee is eligible to receive donated leave if at least #1 – 4 below are all true:
 - 1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking which has caused, or is likely to cause, the employee to go on leave-without-pay status or terminate his/her employment;
 - 2. The employee's absence and the use of shared leave are justified by documentation;
 - 3. The employee has depleted, or will shortly deplete, his/her annual leave and sick leave reserves;
 - 4. The employee has abided by District rules regarding sick leave use; and
 - 5. The employee has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
 - 6. The employee has been called to service in the uniformed services;

- 1 7. A state of emergency has been declared anywhere within the United States by the
2 federal or any state government and the employee has needed skills to assist in
3 responding to the emergency or its aftermath and volunteers his or her services to either
4 a governmental agency or to a nonprofit organization engaged in humanitarian relief in
5 the devastated area, and the governmental agency or nonprofit organization accepts the
6 employee's offer of volunteer services; or
- 7 8. The employee is a victim of domestic violence, sexual assault, or stalking.
8

9 In the event that the condition requiring the employee's absence continues beyond the
10 current school year, the employee shall not receive a total of more than 522 days of
11 leave during his/her employment with the District, except as noted in RCW 41.04.665.
12

13 B. District employees may donate leave as follows:
14

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

39 C. Leave shall be calculated on a day-donated and day-received basis.
40

41 D. Employees eligible to share leave may share leave with employees of other public
42 employers, pursuant to Washington Law.
43

44 **Section 6.1.5. Attendance Incentive Program.**

45 Any sick leave not taken shall accumulate from year to year unless the employee elects to be
46 paid for some accumulated sick leave under the Attendance Incentive Program as provided by
47 the following.
48

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

16 **Section 6.2. Maternity Leave.**

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

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

27 The staff member who becomes pregnant shall indicate in writing to her immediate supervisor
28 and the superintendent which of the following she wishes to request.
29

- 30 A. A maternity leave for the period of her actual disability due to pregnancy;
31
- 32 B. An extended maternity leave for a period of time longer than her actual disability but less
33 than one (1) year (The extended portion of this leave shall be subject to the discretion and
34 approval of the school administration. The staff member's notification shall include an
35 estimate of the date of beginning and termination of the leave.); or
36
- 37 C. The termination of her employment by resignation.
38

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

40
41 **Section 6.2.2.1.**

42 For a staff member who desires to continue her employment until her actual disability
43 and to return as soon as her disability has ceased:
44

- 45 A. The staff member shall be allowed to work as long as she is capable of performing
46 her normal work functions and the duties of her job and so long as her personal
47 physician or licensed practitioner concurs in writing. The official date of leave shall
48 not begin until the school day following the day she leaves the job.

- 1
2 B. The staff member shall return to her duties when she is physically able to perform
3 her duties.
4
5 C. Within thirty (30) days after childbirth the staff member shall notify the
6 superintendent of the specific date when she will return to work, and she shall notify
7 the superintendent not later than seven (7) days before the intended date of return,
8 provided that her personal physician or licensed practitioner must certify in writing
9 that the staff member is in good health and ready to resume her duties.
10

11 **Section 6.2.2.2.**

12 For a staff member whose leave request is to commence prior to the period of disability
13 and/or extend beyond the disability period:
14

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

27 **Section 6.2.3. Assignment Upon Return.**

28 Upon return from an extended maternity leave, a staff member shall be placed in her original
29 position or, after conferencing with said staff member, an appropriate comparable position.
30

31 **Section 6.3. Discretionary Leave.**

32 Two (2) days of District discretionary leave with pay may be granted each school year to each
33 employee at the discretion of the District. Such discretionary leave must be approved by the
34 superintendent or his designee, and whenever possible, such approval will be sought prior to taking the
35 leave. Discretionary leave shall not be accumulative. Discretionary leave is to be used in situations of
36 such a nature that preplanning or rescheduling is not possible or such that preplanning or rescheduling
37 could not eliminate the need for such leave.
38

39 Some examples of situations that qualify for discretionary leave are:
40

- 41 A. Illness in the immediate family.
42
43 B. Legal affairs or business obligations that are of an important nature and cannot be conducted at
44 another time.
45
46 C. Situations created by forces of nature having significant deleterious effects upon the employee's
47 property, health, or family safety.
48

- 1 D. Pre-adoptive leave.
- 2
- 3 E. Birth of an employee's child.
- 4
- 5 F. Funerals not covered by bereavement leave.
- 6
- 7 G. Non-injury accidents when employees are en route to work.
- 8
- 9 H. Failure of a public transportation carrier to meet a regularly scheduled operation.
- 10
- 11 I. Official requests from the Grays Harbor County or Washington State Patrol that motorists
- 12 refrain from driving on roads to Taholah due to hazardous road conditions.
- 13

14 **Section 6.3.1.**

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

20

21 **Section 6.3.2. Employee Discretion.**

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

27

28 **Section 6.3.2.1.**

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

34

35 **Section 6.3.2.2.**

36 The procedures for obtaining such leave are as follows.

- 37
- 38 A. The employee must determine that the absence is absolutely necessary.
- 39
- 40 B. The employee must give notice for such leave, identifying it as employee
- 41 discretionary leave, to the principal two (2) days in advance of taking said leave. In
- 42 situations when advance notification cannot be given, the principal shall be notified
- 43 as soon as possible.
- 44

45 **Section 6.3.2.3.**

46 Such leave shall be non-accumulative.

47

1 **Section 6.3.2.4.**

2 Employee discretionary leave may be used for any day on which the District operated
3 under an emergency schedule due to inclement weather.
4

5 **Section 6.4. Bereavement Leave.**

6 Three (3) days bereavement leave may be granted for each death in the immediate family. The
7 immediate family shall be defined as son, daughter, father, mother, brother, sister (including in-laws
8 and foster relationships which were of more than one (1) year's duration), and husband, wife, aunts,
9 uncles, niece, nephew, fiancée, grandparents, grandchildren of the employee or employee's spouse.
10 Total bereavement leave available to an employee in a single year will not exceed twelve (12) days.
11

12 **Section 6.4.1.**

13 An additional two (2) days for bereavement purposes may be granted by the superintendent
14 when long distances or complicated factors are involved.
15

16 **Section 6.4.2.**

17 Bereavement leave shall not be accumulative.
18

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

20 Leaves of absence shall be granted for jury duty or when subpoenaed as a witness. Any compensation
21 received on contracted days other than an expense allowance shall be deducted from the employee's
22 salary. The employee shall notify the District when notification to serve on jury duty or as a
23 subpoenaed witness is received.
24

25 **Section 6.5.1.**

26 When an employee is subpoenaed as a witness in court or other legal proceeding, leave shall be
27 granted with full salary but with witness fees, if any, remitted to the District; provided, that if
28 said employee is subpoenaed in a case brought or supported by the Association or as a witness
29 with a direct or indirect interest in the proceedings, leave shall be granted without pay (except
30 as may be modified or required by the employee protection provision contained herein). Any
31 more than two (2) days of witness leave per employee associated with any separate court or
32 legal proceeding will be at the discretion of the superintendent.
33

34 **Section 6.6. Family Medical Leave.**

35 Eligible employees who have worked for the District at least one year and for at least 1,250 hours in
36 the preceding twelve (12) months are entitled to twelve (12) workweeks of FMLA leave during any
37 twelve (12) month period to:
38

- 39 A. Care for a newborn child, an adopted child of the employee who is under the age of
40 eighteen at the time of placement for adoption, or a newly placed foster child; or
41
- 42 B. Care for a spouse, parent or child of the employee who has a serious health condition, or the
43 employee may obtain leave for a personal health condition if it renders the employee unable
44 to perform his or her job. A doctor's statement shall be required by the District.
45
- 46 C. Respond to a qualifying exigency occurring because the employee's spouse, son or
47 daughter, or parent is on military active duty or has been notified of pending active duty in
48 support of contingency operation. Employees should consult with the District to determine

1 whether or not their circumstances constitute a qualifying exigency and they are eligible for
2 this form of leave.

3
4 **Section 6.7. Military Caregiver Leave.**

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

9
10 **Section 6.8.**

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

13
14 **Section 6.9. Return to Work.**

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

17
18 **Section 6.10. Vacations.**

19 After one (1) year of employment, each twelve (12) month employee is entitled to two (2) weeks
20 vacation each year. After five (5) years of employment, each twelve (12) month employee is entitled
21 to three (3) week's vacation each year. After ten (10) years of employment, each twelve (12) month
22 employee is entitled to one (1) additional day of vacation to a maximum of twenty (20) days. Vacation
23 schedules must be approved by the superintendent.

24
25 After 10 years = 16 vacation days

26 After 11 years = 17 vacation days

27 After 12 years = 18 vacation days

28 After 13 years = 19 vacation days

29 After 14 years = 20 vacation days

30 After 18 years = 22 vacation days

31
32 **Section 6.10.1.**

33 The registrar will receive five (5) weeks of paid vacation annually.

34
35 **Section 6.11.**

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

- 38
39
- | | |
|----------------------------------|-----------------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Martin Luther King's Birthday | 8. Thanksgiving Day |
| 3. President's Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before or after Christmas |
| 5. July 4 th | 11. Christmas Day |
| 6. Labor Day | 12. New Year's Eve Day |
| | 13. Joe DeLaCruz Day |
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1 **Section 6.11.1.**

2 If one of the above days (holidays) falls on a weekend, the employee shall be given the last
3 workday before or after the Holiday as a paid Holiday, as mutually agreed upon by the
4 Association and the District.
5
6
7

8 **ARTICLE VII**

9
10 **SENIORITY**
11

12 **Section 7.1.**

13 The seniority of an employee within the bargaining unit shall be established as of the date on which the
14 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
15 lost as hereinafter provided.
16

17 **Section 7.2.**

18 All newly hired employees will be placed on a probationary period of sixty (60) work days. During
19 such time, such employees may be discharged at the employer's discretion. At the end of the
20 probationary period, the employee shall be placed on regular employee status and shall be subject to
21 the rights and duties contained in this Agreement.
22

23 **Section 7.3.**

24 When vacancies occur, the District may offer an employee of the District the position if the employee
25 has the ability and qualifications to perform the work.
26

27 **Section 7.4.**

28 Newly hired employees will be placed on the seniority list as the least senior employee. The seniority
29 list will be attached to the Agreement and updated by the District annually by October 1 of each
30 instruction year. The District will give a copy of the seniority list to the president of the Association.
31

32 **Section 7.5.**

33 The seniority rights of an employee shall be lost for the following reasons.
34

- 35 A. Resignation;
 - 36 B. Discharge for just cause;
 - 37 C. Retirement; or
 - 38 D. Change in job classification within the bargaining unit, as hereinafter provided.
- 39

40 **Section 7.6.**

41 Seniority rights shall not be lost for the following reasons, without limitation.
42

- 43 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
 - 44 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
45 United States;
 - 46 C. Time spent on other authorized leaves; or
 - 47 D. Time spent in layoff status as hereinafter provided.
- 48

1
2 **Section 7.7.**

3 The employee with the earliest hire date shall be given preference in filling a new or open position,
4 layoffs and recall from layoff within the employee’s job classification; provided, that such employee
5 has the qualifications to fill such new or open positions
6

7
8 **Section 7.7.1.**

9 In the event of a layoff, employees so affected are to be placed on a reemployment list
10 maintained by the District according to seniority. Such employees are to have priority in filling
11 open or new positions. Names shall remain on the reemployment list for two (2) years.
12

13 **Section 7.7.2.**

14 Employees on layoff status shall file their addresses in writing with the personnel office of the
15 District and shall thereafter promptly advise the District in writing of any change in address.
16

17 **Section 7.7.3.**

18 An employee shall forfeit rights to reemployment as provided in Section 7.7.1 if the employee
19 does not comply with the requirements of Section 7.7.2, or if the employee does not respond to
20 the offer of reemployment within fifteen (15) days after actual receipt.
21

22 **Section 7.7.4.**

23 An employee on layoff status who rejects an offer of reemployment forfeits seniority; provided,
24 that such employee is offered a position substantially similar to that held prior to layoff.
25
26
27

28 **ARTICLE VIII**

29 **INSURANCE**
30
31

32 **Section 8.1.**

33 The District will pay \$820.00 per FTE per month for the 2017-2018 contract year toward insurance
34 premium costs. The District will provide each employee an amount equal to that funded to the District
35 for basic health insurance premium costs on an FTE basis for medical, dental and vision, or the actual
36 premium amount, whichever is less, per month for each employee enrolled in District approved group
37 insurance plans. The District will bear the cost of the retiree carve-out. Premium benefits shall be paid
38 for twelve (12) months. A full FTE shall be an employee working 1,260 hours or more per year.
39

40 For Registrar, the District will continue to pay the cost of full family medical without out of pocket
41 contribution. This added contribution beyond FTE will not be subtracted from the pool. When the
42 position of Registrar is vacated by the current employee, the following provision will be eliminated
43 from the Collective Bargaining Agreement.
44

45 **Section 8.2.**

46 Any unexpended District insurance contribution funds pursuant to the preceding section shall be
47 pooled and allotted equally on an FTE basis to employees whose benefit levels do not cover the cost of
48 medical premiums.

1
2 **Section 8.3.**

3 The District shall provide tort liability coverage as described and required by law for the District for all
4 employees subject to this Agreement.
5

6 **Section 8.4.**

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

11
12
13 **ARTICLE IX**

14
15 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
16

17 **Section 9.1.**

18 Each employee subject to this Agreement, who on the effective date of this Agreement, is a member of
19 the Association in good standing, shall, as a condition of employment, maintain membership in the
20 Association in good standing during the period of this Agreement.
21

22 **Section 9.2.**

23 All employees subject to this Agreement who are not members of the Association on the effective date
24 of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to
25 the effective date of this Agreement, shall, as a condition of employment, become members in good
26 standing of the Association within thirty (30) days of the effective date of this Agreement or within
27 thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain
28 membership in the Association in good standing during the period of this Agreement.
29

30 **Section 9.3.**

31 The parties recognize that an employee should have the option of declining to participate as a member
32 in the Association, yet contribute financially to the activities of the Association in representing such
33 employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of,
34 the membership requirements of the previous sections of this article, an employee who declines
35 membership in the Association may pay to the Association each month a service charge as a
36 contribution towards the administration of this Agreement. The service charge will be equivalent to
37 the current agency fee, as determined by the Association not later than December 1 of each
38 instructional year. The Association will collect the service charge in the same manner as monthly
39 dues.
40

41 **Section 9.4.**

42 An employee who refuses to become a member of the Association or pay the service charge in
43 accordance with the previous sections, shall, at the option of the Association, be immediately
44 discharged from employment by the District.
45

46 **Section 9.5.**

47 The District will notify the Association of all new hires within ten (10) working days of the hire date.
48 At the time of hire, the District will inform the new hire of the terms and conditions of this article.

1
2 **Section 9.6.**

3 Nothing contained in this Agreement shall require Association membership of employees who object
4 to such membership based on bona fide religious tenets or teachings of a church or religious body of
5 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a
6 non-religious charity or other charitable organization mutually agreed upon by the employee and the
7 Association. The employee shall furnish written proof that such payment has been made. If the
8 employee and the Association cannot agree on a charity, it shall be resolved by the Public Employment
9 Relations Commission pursuant to RCW 41.56.

10
11 **Section 9.7. Check-off.**

12 The District shall deduct PSE state and local dues or service charges from the pay of any employee
13 who authorizes such deductions in writing. The District shall transmit all such funds deducted to the
14 treasurer of the Public School Employees of Washington / SEIU Local 1948 on a monthly basis.

15
16 **Section 9.8. Political Action Committee.**

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

23
24
25 **ARTICLE X**

26
27 **GRIEVANCE PROCEDURE**

28
29 **Section 10.1. Definitions.**

30
31 **Grievant:** an employee or group of employees.

32
33 **Grievance:** an allegation that a section of this Agreement has been misapplied or misinterpreted.

34
35 **Grievance Statement:** a written statement signed by the grievant that included section(s) of this
36 Agreement allegedly violated, facts supporting the grievance, and remedy sought.

37
38 **Section 10.2. Grievance Steps.**

39
40 **Section 10.2.1. Step One.**

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

- 46
47 A. The facts on which the grievance is based;
48 B. The section(s) of the Agreement allegedly violated; and

1 C. The specified remedy sought.
2 A grievance must be signed and dated by the grievant. A written grievance is valid if filed
3 within fifteen (15) working days of the event on which the grievance is based.
4

5 **Section 10.2.2. Step Two.**

6 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
7 subsection, the employee shall reduce to writing a statement of the grievance containing the
8 following.
9

- 10 A. The facts on which the grievance is based;
11 B. A reference to the provisions in this Agreement which have been allegedly violated; and
12 C. The remedy sought.
13

14 The employee shall submit the written statement of grievance to the immediate supervisor for
15 reconsideration within thirty-five (35) calendar days of the occurrence of the grievance, and
16 shall submit a copy to the official in the administration responsible for personnel. The parties
17 will have ten (10) working days from submission of the written statement of grievance to
18 resolve it by indicating on the statement of grievance the disposition. If an agreeable
19 disposition is made, all parties to the grievance shall sign it.
20

21 **Section 10.2.3. Step Three.**

22 If no settlement has been reached within the ten (10) days referred to in the preceding
23 subsection, a written statement of grievance shall be submitted within fifteen (15) working days
24 to the District superintendent for reconsideration. After such submission, the parties will have
25 ten (10) working days from submission of the written statement of grievance to resolve it by
26 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all
27 parties to the grievance shall sign it.
28

29 **Section 10.2.4. Step Four.**

30 Within five (5) working days of receipt of the superintendent's or his/her designee's response,
31 the Association has the right to request an appeal of the superintendent's decision before the
32 board of directors. The board of directors will have thirty (30) working days in which to
33 schedule a hearing and will provide a ruling on the grievance within fifteen (15) working days
34 of the hearing.
35

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

37 If no resolution has been reached within the fifteen (15) workdays referred to in the preceding
38 subsection, and the Association believes the grievance to be valid, the grievance may, within
39 fourteen (14) workdays of the answer above, submit the grievance to the American Arbitration
40 Association for arbitration under their rules and within the following guidelines:
41

42 **Section 10.2.5.1.**

43 The arbitrator shall limit his/her decision strictly to disputes involving the application,
44 interpretation, or alleged violation of specific articles and/or section of this Agreement.
45

1 Section 10.2.5.2.

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

5 Section 10.2.5.3.

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

10
11 Section 10.2.5.4.

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

16 Section 10.3.

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

21 Section 10.4.

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

26 Section 10.5.

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

29 Section 10.6.

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

33 All timelines shall be strictly observed.
34
35
36

37 **ARTICLE XI**

38
39 **JUST CAUSE**

40
41 Section 11.1.

42 No employee may be disciplined or discharged without just cause.
43
44
45
46
47
48

1 ARTICLE XII

2
3 PERFORMANCE

4
5 **Section 12.1.**

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

8
9
10
11 ARTICLE XIII

12
13 SALARIES AND EMPLOYEE COMPENSATION

14
15 **Section 13.1.**

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

18
19 **Section 13.2.**

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

22
23 **Section 13.3.**

24 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of
25 this Agreement; provided, the employee has been actively employed continuously for at least one-half
26 (1/2) of the previous instructional year.

27
28 **Section 13.4. Employee Business Expenses.**

29 Employees shall be reimbursed for authorized expenses.

30
31 **Section 13.5. Physical Exams.**

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

34
35 **Section 13.6. Retroactive Pay.**

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

41
42 **Section 13.7.**

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

44
45 **Section 13.8.**

46 For the term of the agreement, the following will be placed on Schedule A:
47 Initial placement of Schedule A will be at the sole discretion of the district, subject to RCW
48 28A.400.300.

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ARTICLE XIV

DURATION

Section 14.1.

The term of this Agreement shall be September 1, 2017 to August 31, 2020.

Section 14.2.

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

Section 14.3

In the event the district is found to be in noncompliance with HB 2242 and subject to penalty the parties will reopen to bargain regarding the impact on Schedule A.

In addition:

2017-2018

For 2017-2018 the parties have agreed to restructure Schedule A as attached. In general, the salary schedule is increased by 3.3% which represents a 2.3% state increase, plus a 1% increase from the District. The following exceptions apply;

Steps are added to custodian, cook I, receptionist, paraprofessional/library assistant/principal's secretary.

For 2017-2018 the 21st century and save the children positions are frozen and subject to the general increases in the following contracts.

Tech specialist and intervention specialist positions are frozen for 2017-2018.

A new step of 20 years is created of an additional .50 cents per hour for all positions other than head cook.

In addition, for the 2017-2018 contract year, driver rates will be increased by an additional \$2.00 per hour.

2018-2019

Schedule A hourly wage rates will be increased by 1% and by the percentage increase for classified employees as authorized and funded by the Washington State legislature in its 2017-2019 Biennium Budget. All positions will be subject to this increase.

2019-2020

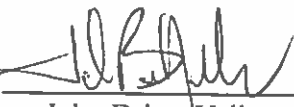
Schedule A hourly wage rates will be increased by 1% and by the percentage increase for classified employees as authorized and funded by the Washington State legislature in its 2019-2021 Biennium Budget, whichever percentage (local or state) is greater. All positions will be subject to this increase.

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7 **SIGNATURE PAGE**
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13 PUBLIC SCHOOL EMPLOYEES
14 OF WASHINGTON/SEIU LOCAL 1948
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16

17
18 TAHOLOH CHAPTER
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47
TAHOLOH SCHOOL DISTRICT #77

BY: 

John Brings Yellow, Chapter President

BY: 

Lenora Hall, Superintendent

DATE: 12.14.17

DATE: December 12, 2017

Schedule A
Taholah School District #77
September 1, 2017 – August 31, 2018

Step	1	2	3	4	5	6	7	10	15	20
Bus Driver	\$18.42	\$19.23	\$20.14	\$20.98	\$21.96	\$22.94		\$23.36	\$23.78	\$24.28
Standby Rate @	\$12.14							\$12.14	\$12.55	\$13.05
Transportation Supervisor/Bus Driver	\$21.70	\$22.68	\$23.73	\$24.81	\$25.95	\$27.12		\$28.09	\$28.61	29.11
Custodian	\$16.25	\$16.56	\$16.87	\$17.18	\$17.49	\$17.80	\$18.11	\$18.42	\$18.73	19.23
Maintenance / Custodial	\$16.53	\$17.36	\$18.24	\$19.15	\$20.10	\$21.09		\$22.78	\$23.77	24.27
Plant Maintenance	\$18.60	\$19.54	\$20.54	\$21.55	\$22.64	\$23.76	\$25.52	\$26.50	\$27.04	27.54
Cook I	\$16.25	\$16.87	\$17.18	\$17.49	\$17.80	\$18.11	\$18.42	\$18.73	\$19.04	19.54
Head Cook	\$19.62	\$20.59	\$21.63	\$22.71	\$23.85	\$25.02	\$30.00	\$30.60	\$31.22	
Receptionist	\$16.25	\$16.56	\$16.87	\$17.18	\$17.49	\$17.80	\$18.11	\$18.42	\$18.73	19.23
Paraprofessional Library Asst.	\$16.25	\$16.56	\$16.87	\$17.18	\$17.49	\$17.80	\$18.11	\$18.42	\$18.73	19.23
Intervention Specialist	\$22.00	\$23.00	\$24.00							
Tech Support	\$31.56									
Community Liason/Special Education	\$16.35	\$17.17	\$18.08	\$18.95	\$19.90	\$20.88		\$21.29	\$21.71	22.21
* Principal's Secretary	\$16.25	\$16.56	\$16.87	\$17.18	\$17.49	\$17.80	\$18.11	\$18.42	\$18.73	19.23
Administrative Assistant							\$24.54	\$25.48	\$26.01	26.51
21st Century Supervisor	\$17.83	\$17.83	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18	18.18
21st Century Tutor	\$15.27	\$15.27	\$15.27	\$15.27	\$15.27	\$15.27	\$15.27	\$15.27	\$15.27	15.27
21st Century Tutor	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	15.56
Save the Children	\$18.87	\$18.87	\$18.87	\$18.87	\$18.87	\$18.87	\$18.87	\$18.87	\$18.87	18.87
CAREER INCENTIVE PROGRAM										
Quarter Hours										
9-26	\$0.34	\$0.39	\$0.44	\$0.53	\$0.57	\$0.64				
27-54	\$0.44	\$0.53	\$0.57	\$0.64	\$0.69	\$0.75				
55-70	\$0.57	\$0.64	\$0.69	\$0.75	\$0.83	\$0.88				
70 +	\$0.72	\$0.79	\$0.84	\$0.90	\$0.98	\$1.03				
Quarter hours must have prior approval from superintendent										
Quarter hours must be directly applicable to the employee's work assignment.										

Appendix A

Taholah School District #77
Leave Form

Employee Name _____ Date _____

Leaves

Number of Hrs. / Days

Sick Leave, Injury, or Emergency
Family Illness (up to 2 days)

_____ a.m. p.m.

Employee Personal Leave (3 days)
Prior approval from supervisor.

_____ a.m. p.m.

District Discretionary Leave (2 days)
Prior approval from superintendent.

_____ a.m. p.m.

Bereavement (close family, 3 days)

_____ a.m. p.m.

Jury Duty or Subpoena
(attach documentation)

_____ a.m. p.m.

Military Leave (up to 15 days)
(attach documentation)

_____ a.m. p.m.

Leave Without Pay

_____ a.m. p.m.

Other Absences

Visitation (prior approval required)

_____ a.m. p.m.

Conference, Workshop (prior approval)

_____ a.m. p.m.

Starting Date of Absence

_____ Month / Day / Year

Names and Dates of Substitutes

Signature of Employee

Approved by: _____
Supervisor

Superintendent/Date

Employees who do not complete forms within 24 hours of return from sick leave, family illness, or bereavement leave will receive that time without pay. All other leaves must be approved prior to employee's absence.