

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Trout Lake School District #R-400

AND

**Public School Employees of
Trout Lake**

SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2022



Public School Employees of Washington
www.pseclassified.org
PO Box 798
Auburn, WA 98071-0798
1.866.820.5652

TABLE OF CONTENTS

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	2
ARTICLE II RIGHTS OF EMPLOYER	2
ARTICLE III RIGHTS OF EMPLOYEES	3
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS	5
ARTICLE VI ASSOCIATION REPRESENTATION	6
ARTICLE VII HOURS OF WORK	6
PROVISIONS FOR TRANSPORTATION	7
ARTICLE VIII OVERTIME	10
ARTICLE IX HOLIDAYS	10
ARTICLE X LEAVES	11
ARTICLE XI LEAVE OF ABSENCE	13
ARTICLE XII VACATIONS	13
ARTICLE XIII SENIORITY AND LAYOFF PROVISIONS	14
ARTICLE XIV PROBATIONARY PERIOD	16
ARTICLE XV DISCIPLINE AND DISCHARGE OF EMPLOYEES	16
ARTICLE XVI ANNUAL NOTIFICATION TO NON-ANNUAL EMPLOYEES	17
ARTICLE XVII RETIREMENT	17
ARTICLE XVIII INSURANCE	18
ARTICLE XIX BULLETIN BOARDS	19
ARTICLE XX POSITION DESCRIPTIONS	19
ARTICLE XXI MAINTENANCE OF MEMBERSHIP	19
ARTICLE XXII CHECKOFF	20
ARTICLE XXIII GRIEVANCE PROCEDURE	20
ARTICLE XXIV SALARIES	22
ARTICLE XXV SEPARABILITY OF PROVISIONS	23
ARTICLE XXVI TERM	23
SIGNATURE PAGE	25
SCHEDULE A SEPTEMBER 1, 2018 – AUGUST 31, 2019	25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

DECLARATION OF PRINCIPLES

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

28
29

PREAMBLE

30 This agreement is made and entered into between the Trout Lake School District (hereinafter "District"
31 or "Employer") and the Trout Lake School District local chapter of the Public School Employees of
32 Washington (hereinafter "Association"), an affiliate of the Public School Employees of
33 Washington/SEIU Local 1948 state organization.

34
35 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
36 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
37 parties agree as follows.
38
39
40
41
42
43
44
45
46
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

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 1.2, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.1.1.

Substitute employees are governed only by Article I, Article XXI, Article XXII, and Schedule A. Substitute employees are defined as working more than thirty (30) shifts within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes. Substitutes who meet the 30 shift provision will move from Step 1 to Step 2 on Schedule A.

Seniority preference rights of such individuals shall be effective only with respect to other substitute employees. Substitute employees shall be eligible to participate in Washington State Public Employees Retirement System to the extent required by state law.

Section 1.2.

The bargaining unit to which this agreement is applicable is all employees in the following general job classifications.

1. Transportation
2. Food Service
3. Custodial
4. Grounds/Maintenance
5. Secretarial
6. Paraeducators/Librarian
7. Learning and Support Coordinator
8. Office Assistant

The following position is excluded.

1. Secretary to the Superintendent

ARTICLE II

RIGHTS OF EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject

1 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
2 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
3 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
4 release employees from duties because of lack of work or for other legitimate reasons. The District
5 shall retain the right to maintain efficiency of the District operation by determining the methods, the
6 means, and the personnel by which operations undertaken by the employees in the unit are to be
7 conducted.

8
9 **Section 2.2.**

10 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
11 District. In making rules and regulations relating to personnel policies, procedures and practices, and
12 matters of working conditions, the District shall give due regard and consideration to the rights of the
13 Association and the employees and to the obligations imposed by this Agreement.

14
15
16 **ARTICLE III**

17
18 **RIGHTS OF EMPLOYEES**

19
20
21 **Section 3.1.**

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

30
31 **Section 3.2.**

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

34
35 **Section 3.3.**

36 Each employee shall be provided a copy of all material placed in his or her personnel file within five
37 (5) days of its insertion and may review and copy the entire file upon request. All derogatory material
38 contained in the file shall be removed at employee request and by mutual agreement no sooner than
39 three (3) years after its placement in the file provided there is no further occurrence related to the
40 original incident. An employee may attach comments to any material that is a part of the personnel
41 file.

42
43 At the District's discretion, materials that pertain to "boundary violation issues" may be kept in the
44 personnel file beyond the three (3) year time limit aforementioned. Employees may request and receive
45 copies of personnel file materials at no cost to the employee.

1 **Section 3.4.**

2 Neither the District, nor the Association, shall discriminate against any employee subject to this
3 Agreement who are members of a protected class as defined under current Federal and State law with
4 respect to a position, the duties of which may be performed efficiently by an individual without danger
5 to the health or safety of the physically handicapped person or others.
6

7 **Section 3.5. Evaluations.**

8 Evaluations shall be made at least once annually, at least ten (10) days prior to the end of the
9 employee's work year and shall be signed by the appropriate administrator or his/her designee.

10
11 Additional reports and observations used in the evaluation, other than by the appropriate administrator,
12 shall be identified as to their source on the evaluation form.
13

14 Evaluations shall be written in a satisfactory/unsatisfactory checklist format with adequate space
15 provided for supervisor comments. The evaluation will provide specific suggestions and measures
16 which the employee must take to improve his/her performance in each of the areas wherein
17 unsatisfactory performance has been indicated.
18

19 An employee shall be given two signed copies of his/her evaluation by the evaluating supervisor. One
20 will be retained by the employee, and the other copy is to be returned to the District supervisor. The
21 employee shall sign the District's copy of the evaluation to indicate that he or she has received a copy
22 of the report. The signature of the employee does not necessarily imply that the employee agrees with
23 the contents of the evaluation. In case of disagreement, the employee will have the right to attach a
24 written rebuttal to the evaluation form. No evaluation shall be submitted to the District office, placed in
25 the employee's file or otherwise acted upon without prior copies being presented to the employee. The
26 employee may request a conference with the supervisor for clarification or discussion of issues with
27 which the employee has concerns.
28

29 The evaluation form may be modified through mutual agreement between the District and Association.
30
31
32

33 **ARTICLE IV**

34 **RIGHTS OF THE ASSOCIATION**

35
36
37 **Section 4.1.**

38 The Association has the right and responsibility to represent the interests of all employees in the unit;
39 to present its views to the District on matters of concern, either orally or upon request, in writing, and
40 to enter collective negotiations with the object of reaching an agreement applicable to all employees
41 within the units.
42

43 **Section 4.2.**

44 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
45 any employees in the units in accordance with the provisions of the discharge and grievance procedure
46 articles contained herein. The Association is entitled to have an observer at formal hearings conducted
47

1 by any District official or body arising out of grievance and to make known the Association's views
2 concerning the case.

3
4 **Section 4.3.**

5 The names of new employees in the units will be made available monthly to the president of the
6 Association. The District, as part of the general orientation of each new employee within the units
7 subject to this agreement, shall describe to the employee his/her rights under the Public Employees'
8 Collective Bargaining Act of 1967 and subsequent amendments thereto, and shall provide such
9 employee with a copy of this agreement to be furnished the District by the local Association.

10
11 **Section 4.4.**

12 The Association reserves and retains the right to delegate any right or duty contained herein to
13 appropriate officials of the Public School Employees of Washington state organization.

14
15 **Section 4.5.**

16 The president of the Association or his/her designated representative will be provided time off at no
17 cost to the District (accrued leave/vacation may be used) to a maximum of three (3) days per year to
18 attend regional or state meetings when the purpose of those meetings is in the best interests of the
19 District as determined by the District administration.

20
21 **Section 4.6.**

22 At the close of each payroll period, the District will provide Public School Employees of Washington a
23 dues remittance form indicating the names of new hires and changes in employment status of existing
24 employees.

25
26 **Section 4.7.**

27 The District recognizes the Association's right to have representative(s) on the school calendar
28 committee and agrees to ensure the Association's full participation.

29
30
31
32 **ARTICLE V**

33
34 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS**

35
36 **Section 5.1.**

37 The parties agree that it has been and will continue to be in their mutual interest and purposes to
38 promote systematic and effective employee-management cooperation; to confer and negotiate in good
39 faith, with respect to grievance procedures and collective negotiations on personnel matters, including
40 wages, hours, and working conditions; promote effective methods for prompt adjustment of differences
41 and to promote full and reasonable employee participation in such personnel areas as are within the
42 jurisdiction of the employer.

1 **Section 5.2.**

2 It is further recognized that this agreement does not alter the responsibility of either party to meet with
3 the other party to advise, discuss or consult regarding matters concerning working conditions not
4 covered by this agreement.
5
6
7
8

9 **ARTICLE VI**

10 **ASSOCIATION REPRESENTATION**

11
12
13 **Section 6.1.**

14 The Association representative shall represent the Association and employees in meeting with officials
15 of the District to discuss appropriate matters of mutual interest. They may receive and investigate to
16 conclusion complaints or grievances of employees and thereafter advise employees of rights and
17 procedures outlined in this agreement and applicable regulations or directives for resolving the
18 grievances or complaints. They may not, however, continue to advise the employee on courses of
19 action after the employee has indicated that he/she does not desire to pursue a grievance.
20

21 **Section 6.2.**

22 Visitation rights shall be granted to the designated representative of the Public School Employees of
23 Washington to visit with employees in the appropriate bargaining units for purposes of grievance
24 procedures and/or general information data. The visiting delegate shall notify the school district of
25 their arrival prior to meeting with employees. If the superintendent is not available, a written notice
26 shall be kept with the administrative secretary or the high school secretary. The visiting delegate shall
27 meet and confer with employees only during non-working times, such as breaks or before or after
28 scheduled work hours and shall not disturb or deter employees from performing their assigned duties.
29

30 **Section 6.3.**

31 The Association may designate a conference committee of two (2) members who will meet with the
32 superintendent of the District and/or the superintendent's representatives on a mutually agreeable
33 regular basis to discuss appropriate matters of mutual interest. This process will be initiated each year
34 by the Association. If these meetings take place during work hours, the employee(s) will be paid at
35 their regular rate of pay. The District will bear no cost for meetings that extend beyond the work day.
36 Contract negotiations are excluded from the provisions of Section 6.1 and 6.3.
37
38
39

40 **ARTICLE VII**

41 **HOURS OF WORK**

42
43
44 **Section 7.1.**

45 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
46 changed without prior notice to the employee of two (2) calendar weeks; provided, however, this
47 notice may be waived by the employee. However, in an emergency situation, employees may be

1 reassigned on a temporary basis without prior notice to serve the best interest of the District while in
2 emergency status.

3
4 **Section 7.2.**

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

9
10 **Section 7.2.1.**

11 When a classified employee is requested to fill a certificated position, substitutes will be paid
12 the daily or hourly certificated substitute rate if they possess a legal substitute credential in the
13 state of Washington.

14
15 **Section 7.3.**

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

19
20 **Section 7.4.**

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

25
26 **Section 7.5.**

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

34
35 **PROVISIONS FOR TRANSPORTATION**

36
37 **Section 7.6. Established Routes.**

38 Established routes are defined as any route segment or group of segments serving schools on a home-
39 to-school or school-to-home basis and may include other repetitive assignments occurring on a daily or
40 near daily basis. Established routes will be guaranteed a minimum of one (1) hour a.m. and one (1)
41 hour p.m. at the applicable rate. If established route time is more than one (1) hour, the employee shall
42 be paid for actual time rounded up to the nearest fifteen (15) minutes. Paid driving time shall be
43 computed from the time the employee is required to report for duty until he/she has completed
44 assigned duties. There will be a fifteen (15) minute allowance for pre-trip and fifteen (15) minute
45 allowance post-trip inspection each time the bus is dispatched. Additionally, drivers will be allowed
46 forty-five (45) minutes weekly for bus cleanup/washing.

1 At the annual driver's meeting, prior to the beginning of each school year, drivers will bid on their
2 routes on the basis of seniority. New or vacated routes that occur during the school year will be posted
3 at the time of opening.

4
5 Drivers will account for weather-related delays/emergencies and be compensated for such occurrences.
6 Drivers should record these hours appropriately on their time sheets.

7
8 **Section 7.6.1.**

9 If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue
10 uninterrupted.

11
12 **Section 7.7. Extra Trips.**

13 Extra trip assignments are defined as, but not limited to, curricular, co-curricular, or athletic trips
14 noncontiguous with the a.m. and p.m. route.

15
16 **Section 7.7.1.**

17 Drivers shall receive a minimum of two (2) hours pay at driving rate for each extra trip.

18
19 **Section 7.7.2.**

20 All trips other than regular daily scheduled bus routes shall be compensated at the employee's
21 base hourly rate for driving time; provided, however, that bus drivers shall be subject to the
22 provisions relative to overtime hereinafter provided.

23
24 In the event an employee (who has a current CDL) drives a route or takes a trip during school
25 hours, and their primary job is in a classification other than Transportation, the employee shall
26 be paid the regular driver's rate of pay for driving and shall be paid at their primary job rate of
27 pay for trip off duty time (standby).

28
29 **Section 7.7.3.**

30 Extra trips will be bid according to seniority. Trip List Part A will be bid on a quarterly basis
31 (seasonal dependent on sports) and will include all regular drivers who indicate a desire to take
32 trips, providing this does not put the driver into overtime. Trips remaining after the bidding
33 process is completed from Trip List Part A will be moved to the Trip List Part B and will be
34 assigned according to rotation. Any additional trips remaining will be added to the rotation
35 (Part B) and will be assigned according to rotation. If a trip is cancelled and moved to another
36 date, the original driver will remain with that trip.

37
38 Substitute Union drivers will be called before contacting non-Union substitute drivers.
39 Probationary drivers may be assigned to the trip rotation after successfully completing ninety
40 (90) days of probation, or may be included in the rotation prior to 90 days at the discretion of
41 the superintendent.

42
43 **Section 7.7.4. Trip Definition.**

44 Trips are defined as follows:

45
46 Short Trips: Trips sixty (60) or less road miles from the school one way.

1 Long Trips: Trips more than sixty (60) road miles from the school one way.

2
3 Upon request, a route map shall be furnished. Additionally, the District will provide mutual aid
4 instructions to each trip driver.
5

6 **Section 7.8. Meals and Lodging.**

7 On overnight trips, meals and lodging will be provided by the District at the rate established by District
8 policy.
9

10 **Section 7.9. Duty Cycle.**

11 Nothing in this section shall be construed as limiting or altering the provisions of other sections of this
12 article. Drivers will be compensated at the regular driving rate whenever in an on-duty status.
13

14 **Section 7.9.1. On-Duty (Driving).**

15 Whenever the driver is actually driving, required to remain on or near the bus, or the trip
16 supervisor requests that the driver remain with passengers or personal belongings.
17

18 **Section 7.9.2. On-Duty Standby.**

19 Whenever a driver is not driving, but on-call, ready for driving duty and not required to remain
20 on or near the bus or required by the trip supervisor to take responsibility for passengers or
21 personal belongings.
22

23 **Section 7.9.3. Off Duty.**

24 Whenever a driver is not in an on-duty (driving) or on-duty standby status.
25

26 **Section 7.10.**

27 District required fueling and bus washing duties will be performed at the driver's regular driving rate.
28 Meetings and training will be paid at the driver's rate of pay.
29

30 **Section 7.11. Drug Testing.**

31
32 **Section 7.11.1.**

33 As holders of commercial drivers licenses, bus drivers will be subject to random drug testing in
34 accordance with federal law and board policy.
35

36 **Section 7.11.2.**

37 An employee will only be subject to random drug testing on days on which he or she is
38 expected to provide bus driving services. If the random drug testing occurs during off duty
39 hours, (for example, at the end of the work day) the employee will receive compensation for the
40 time required and record the time on their time sheet.
41

42 **Section 7.11.3.**

43 All costs involved in the random drug testing procedures shall be borne by the District.
44

45 **Section 7.11.4.**

46 Employees subject to testing shall be provided an opportunity to review testing policies and
47 procedures prior to being tested.

1 **Section 9.2. Worked Holidays.**

2 Employees who are required to work on the above described holidays shall receive the next practicable
3 workday off with pay in lieu of the holiday as such. The day off will be within the workweek in which
4 the holiday occurs. Holiday time will be compensated at one and one-half (1½) times the employee's
5 base salary.

6
7 **Section 9.3. Holidays During Vacation.**

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

10
11
12
13 **ARTICLE X**

14
15 **LEAVES**

16
17 **Section 10.1. Leave For Illness, Injury And Emergency.**

18 All regular full-time employees will receive twelve (12) days of sick leave per year which may
19 accumulate up to one hundred eighty (180) days per RCW 28A.400.300. All regular part-time
20 employees working less than 2,080 hours shall receive sick leave in the same ratio as the number of
21 hours worked is to 2,080. Sick leave shall be vested when earned and may be accumulated up to a
22 maximum allowed by statute. Sick leave will be granted only after it has been earned. Sick leave
23 benefits shall be paid on the basis of the basic hourly rate applicable to the employee's normal daily
24 work shift at the time sick leave is taken; provided, however, that should an employee's normal daily
25 work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits
26 will be paid in accordance with his or her normal daily work shift at the time the sick leave is taken,
27 and the accumulated benefits will be expended on an hourly rather than a daily basis.

28
29 An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature
30 beyond the control of the employee which threatens the physical well-being or property of the
31 employee and is of such nature that preplanning is not possible or could not relieve the necessity for
32 the employee's absence. Use of emergency leave shall be charged against the employee's accumulated
33 sick leave. Before, or, if necessary, immediately upon return, the employee shall initiate a discussion
34 with their immediate supervisor regarding eligibility for emergency leave. The employee's immediate
35 supervisor shall determine if the situation constitutes an emergency at the time of the employee's
36 request.

37
38 **Section 10.1.1. Sick Leave Cashout.**

39 If the District provides sick leave cashout benefits to any individual or group within the
40 District, this benefit shall also be granted to Trout Lake PSE. If the state fully funds sick leave
41 cashout, such will be provided to Trout Lake PSE subject to the guidelines and limitations as
42 provided by the state.

43
44 **Section 10.1.2. Leave Sharing.**

45 The District agrees to adopt a leave sharing program for classified staff consistent with
46 RCW 28A.400.380 and WAC 392-126.

1 **Section 10.2. Bereavement Leave.**

2 Five (5) days per year shall be granted with pay for bereavement of a relative or a close friend. Such
3 leave is non-cumulative.

4
5 **Section 10.3. Sick Leave.**

6 Sick leave will be granted to provide care for relatives or others when granting leave for such purposes
7 as required by state or federal law.

- 8
- 9 1. Illness of the employee (any illness extending beyond three (3) days must be verified in
10 writing from the employee's physician, or must be approved by the employee's immediate
11 supervisor).
 - 12
 - 13 2. Illness of members of an employee's household.
 - 14
 - 15 3. Due to the lack of medical and dental facilities in the Trout Lake School District, sick leave
16 will be granted for the purpose of doctor and dental appointments.
 - 17

18 **Section 10.4. Personal Leave.**

19 Also granted are three (3) non-cumulative days of personal leave which must be pre-approved by the
20 administration. Sick leave and personal leave for part-time employees will be granted as a prorated
21 portion of that to which full-time employees are entitled.

22
23 Employees may accumulate up to five (5) days with the following stipulations:

- 24
- 25 May use up to three (3) days in a row.
 - 26 24-hour notice.
 - 27

28 **Section 10.5. Parental Leave.**

29 An employee requesting parental, adoption or child care leave should give written notice to the District
30 at least two (2) weeks prior to commencement of said leave. The written request for maternity leave
31 should include a statement as to the expected date of return to employment; and within thirty (30) days
32 after childbirth, the employee shall inform the District of the specific day when she will return to work.
33 Illness, Injury, and Emergency (I.I.E.) leave shall be granted under provisions in this Agreement. In the
34 event I.I.E. leave has been exhausted, then the employee shall be granted an extended leave of absence
35 without pay as stated under the I.I.E. leave provisions.

36
37 **Section 10.6. Court Leave.**

38 Leave for court will be administered according to District policy.

39
40 **Section 10.7.**

41 The District will follow and adhere to the FMLA and FLA.

42
43 **Section 10.8.** Unpaid leaves of absence may be requested by classified employees for personal
44 reasons. Each request of this nature will be judged and granted on the merits of the request. All
45 appropriate paid leave will be exhausted before unpaid leave may be granted. Please contact the
46 district office for more details.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ARTICLE XI

LEAVE OF ABSENCE

Section 11.1.

Upon recommendation of the immediate supervisor through administrative channels to the superintendent, and upon approval of the board of directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

Section 11.2.

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

Section 11.3.

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

ARTICLE XII

VACATIONS

Section 12.1.

Upon completion of the following years of service with the school district, each FTE (2,080 hours) employee shall be granted the following:

- One year - five (5) days paid vacation per year
- Second (2nd) through the sixth (6th) year- ten (10) days paid vacation per year
- Seventh (7th) through the tenth (10th) year - fifteen (15) days paid vacation per year
- Eleventh (11th) through the fifteenth (15th) year - seventeen (17) days paid vacation per year
- Sixteenth (16th) through the twentieth (20th) year - eighteen (18) days paid vacation per year

Section 12.2.

Eligibility for use of vacation credit shall be determined as follows.

- A. An employee becomes eligible to use his or her vacation credit after reaching his or her first employment anniversary date, except in cases of new employees who began working after July 1, then the employee shall be granted his/her first vacation after the subsequent July 1, prorated from the date of employment until June 30.

1 **Section 12.3.**

2 The employee shall obtain advance approval for use of all vacation days. The District may deny use of
3 vacation days in any single year due to District needs, except as follows. Any vacation days currently
4 due, but unused by the new accrual date each year may be carried over for one (1) year following the
5 accrual date with the approval of the immediate supervisor and the administration. No vacation may
6 be carried over for more than one (1) year beyond the date on which it became due; provided, however,
7 no employee shall ultimately be denied accrued vacation benefits due to District employment needs.
8
9

10
11 **ARTICLE XIII**

12
13 **SENIORITY AND LAYOFF PROVISIONS**

14
15 **Section 13.1.**

16 The seniority of an employee in the bargaining unit shall be established as of the date on which he or
17 she was hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter
18 provided.
19

20 **Section 13.1.1.**

21 District hire date is defined as the date on which an employee began continuous regular
22 employment with the District.
23

24 **Section 13.1.2.**

25 Seniority date is defined as the date on which an employee began employment in their current
26 or any general job classification within the District. As used in this agreement, general job
27 classifications are those set forth in Article I, Section 1.2.
28

29 **Section 13.2.**

30 The seniority rights of an employee shall be lost for the following reasons.
31

- 32 A. Resignation.
33 B. Discharge for any reason contained in this agreement.
34 C. Retirement.
35

36 **Section 13.3.**

37 Seniority rights shall not be lost for the following reasons, without limitation.
38

- 39 A. Time lost by reason of industrial accident, industrial illness or jury duty.
40 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
41 States.
42 C. Time spent on other authorized leaves of absence, not to exceed one (1) year.
43

44 **Section 13.4.**

45 The employee with the earliest hire date shall have preferential rights regarding shift selection and
46 vacation periods.
47

1 The employee with the earliest hire date shall have preferential rights regarding promotions and layoffs
2 when ability and performance are substantially equal with those individuals junior to him. If the
3 District determines that seniority rights should not govern because a junior employee possesses ability
4 and performance substantially greater than a senior employee or senior employees, the District shall set
5 forth in writing to the employee or employees and the organization's grievance committee chairman its
6 reasons why the senior employee or employees have been bypassed. In the event of a reduction in
7 force layoff, employees shall be re-employed in order of seniority.

8
9 **Section 13.5.**

10 For purposes of bidding for new or open positions, seniority rights shall be effective within the general
11 job classifications.

12
13 **Section 13.5.1.**

14 In applying for new or open positions, if the selected employee is an existing employee, he/she
15 will be given a twenty (20) work day trial period and if the new job is deemed unsatisfactory to
16 either the employee or the supervisor, the employee will be reassigned to the former position.

17
18 **Section 13.6.**

19 The District shall post in all work places and provide the Association, in writing, notice of vacant
20 positions as soon as possible after the District has been apprised of the opening. Prior to closing, new
21 or vacant positions will remain posted for a minimum of five (5) work days [ten (10) days during
22 summer vacation]. Postings shall be mailed to the employee's most current address on file during
23 summer months. Employees will ensure the District has their current address on file.

24
25 **Section 13.7.**

26 If a position is reduced by four (4) hours or more, or is discontinued, the employee may displace the
27 most junior employee in the same job classification provided they can perform the junior employee's
28 job. If there is no position in the same classification for the employee to be placed into, and that
29 employee has previous experience in another classification within the District, that individual's district
30 seniority in the previous job classification shall apply.

31
32 **Section 13.8.**

33 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
34 District according to layoff ranking. Such employees are to have priority in filling an opening in the
35 classification held immediately prior to layoff. Names shall remain on the reemployment list for
36 ninety (90) work days.

37
38 **Section 13.9.**

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

41
42 **Section 13.10.**

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

1 **Section 13.11.**

2 Upon request of the Association president, the District shall provide the Association with a current
3 seniority list. The list shall include District seniority by hire date and classification seniority by hire
4 date.
5
6
7

8 **ARTICLE XIV**

9
10 **PROBATIONARY PERIOD**
11

12 **Section 14.1.**

13 Each new hire shall remain in a probationary status for a period of not more than ninety (90) work days
14 following the hiring date; provided, however, summer vacation will not count toward satisfying the
15 probation period requirements for any less than full-time employee. During this probationary period
16 the District may discharge such employee at its discretion.
17

18 **Section 14.2.**

19 At the end of the probationary period, the employee will be subject to all rights and duties contained in
20 this agreement retroactive to his/her hire date.
21
22
23

24 **ARTICLE XV**

25 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**
26
27

28 **Section 15.1.**

29 The District may discipline or discharge any employee subject to this agreement for justifiable cause.
30

31 **Section 15.2.**

32 The issue of justifiable cause shall be resolved in accordance with the grievance procedure of this
33 agreement.
34

35 **Section 15.3.**

36 In cases of a reduction in force or hours of work, except in extraordinary cases, the District shall give
37 employees two (2) weeks calendar notice of the action. In the driver classification, routes and hours
38 may be adjusted in accordance with the needs of the District.
39

40 **Section 15.4.**

41 Justifiable cause for disciplinary action or termination includes, but is not limited to, conduct that has a
42 substantial adverse impact on the work or educational environment such as excessive absenteeism or
43 tardiness; possession or use of illegal drugs (including abuse of legal drugs) or alcohol at work; being
44 under the influence of alcohol or illegal drugs (including abuse of legal drugs); fighting, intimidation,
45 or abusive verbal conduct with other employees, students, staff and District patrons; sexual, racial and
46 other forms of harassment; sexual advances to or sexual conduct with students; theft or improper
47 personal use of District money or property; criminal conduct demonstrating unfitness or ineligibility to

1 work in a school environment; or any other conduct directly and adversely affecting the employee's
2 fitness to be a school district employee.

3
4 **Section 15.5.**

5 If the District has reason to discipline or discharge an employee, the employee shall have the right to
6 have a representative of their choice at discipline proceedings, excluding informal warnings, criticism

7
8 or suggestions for improvement, and will not be placed into an employee's personnel file, which
9 independently do not form a basis for formal action.

10 When a request for such representation is made, no action shall be taken with respect to the employee
11 until such representative of the Association is present or until two (2) days have passed after such
12 request.

13
14 In emergency conditions, in cases where health, safety and well-being of students, other employees, or
15 District patrons necessitate immediate disciplinary action, the District will notify the Association as
16 soon as reasonably possible that action has been taken. No disciplinary action may result from a
17 meeting between an employee and a supervisor unless an opportunity for representation has been
18 afforded.

19
20
21
22 **ARTICLE XVI**

23
24 **ANNUAL NOTIFICATION TO NON-ANNUAL EMPLOYEES**

25
26 **Section 16.1.**

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

29
30 **Section 16.2.**

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

32
33 **Section 16.3.**

34 It is mutually agreed that employees will give the District written notice of intent to terminate
35 employment at least two (2) weeks in advance of leaving, and the District will make every effort to
36 notify employees notice of intent to layoff an employee no later than June 15.

37
38
39
40 **ARTICLE XVII**

41
42 **RETIREMENT**

43
44 **Section 17.1.**

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

1 **Section 17.2.**

2 All employees subject to this agreement shall be entitled to participate in a tax shelter annuity plan.
3 On receipt of a written authorization by an employee, the District shall make the requisite withholding
4 adjustments, and deductions from the employee's salary.
5
6
7

8 **ARTICLE XVIII**

9 **INSURANCE**

10
11
12 **Section 18.1.**

13 The District will pay the state allocated insurance amount per 1,440 hour FTE employee toward the
14 payment of medical and dental insurance premiums. That amount is available for 1.0 FTE employees
15 (employees working 1,440 hours) with less than 1.0 FTE employees being provided a prorated amount
16 in accordance with their insurance FTE. In addition, the District shall contribute \$50.00 per employee
17 that will be included in the insurance pool for each year of this contract. Any money remaining will be
18 pooled to pay out-of-pocket expenses incurred by members. The benefit pool will be established in the
19 fall of each year.
20

21 For 2018-2019, the State benefit allocation is eight hundred forty-three dollars and ninety-seven cents
22 (\$843.97) per 1.0 FTE employee per month. For 2018-2019 the HCA retiree subsidy "carve out" is
23 seventy-one dollars and eight cents (\$71.08) per month per FTE. In the event the State benefit
24 allocation or the HCA "carve-out" payment amounts are changed by the State, the amounts will be
25 changed accordingly.
26

27 **Section 18.2.**

28 The District shall purchase and maintain tort liability policies pursuant to RCW 28A.400.360
29 applicable to all employees subject to this agreement.
30

31 **Section 18.3.**

32 The District shall make requisite contributions to the state industrial insurance fund or its equivalent
33 for all employees subject to this agreement.
34

35 **Section 18.4.**

36 Subject to present, pending and future legislation, the District shall make whatever contributions to an
37 unemployment compensation fund requisite to providing unemployment benefits for all employees
38 subject to this agreement.
39

40 **Section 18.5.**

41 Medical examinations, including drug and alcohol screens, DOT physicals, first aid, CPR, finger-
42 printing, and health cards required as a condition of employment shall be paid by the District;
43 provided, however, that the District may designate a specific physician or clinic. For physicals, if a
44 different physician is selected by an employee, that employee must pay the difference in cost, if it is
45 more than that paid by the District. The District will pay \$102.00 toward the CDL renewal cost for
46 each regular driver and Union substitute driver, if employed by the District for five (5) years or more.
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ARTICLE XIX

BULLETIN BOARDS

Section 19.1.

The District shall provide a bulletin board space for the use of the Association. 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. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 19.2.

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

ARTICLE XX

POSITION DESCRIPTIONS

Section 20.1.

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

Section 20.2.

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

Section 20.3.

Any changes to these job descriptions shall be negotiated with the employee, supervisor, and the Association. If changes to requirements are needed to be in compliance with any state or federal laws, then the Employer may provide the training and the time needed to attend.

ARTICLE XXI

MAINTENANCE OF MEMBERSHIP

Section 21.1.

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

1 **Section 21.2.**

2 The District will notify the Association of all new hires within ten (10) work days of the hire date.
3 The Association will give a brief presentation to new employees. The purpose of the presentation is to
4 welcome the new employees to the local chapter. The Association orientation will be conducted by a
5 representative designated by the Association. The orientation will take place the first week the
6 employee is hired and will occur during work hours, if at all feasible. It will take place at the
7 employee’s work site or at a location mutually agreed to by the District and the Association.
8
9
10

11 **ARTICLE XXII**

12 **CHECKOFF**

13
14
15 **Section 22.1.**

16 The District shall deduct PSE/SEIU LOCAL 1948 dues or service charges from the pay of any
17 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall
18 transmit all such funds deducted to the treasurer of Public School Employees of Washington/SEIU
19 Local 1948 on a monthly basis.
20

21 **Section 22.2. Political Action Committee.**

22 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
23 deduct from the pay of such bargaining unit employee, the amount of contribution the employee
24 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association
25 on a check separate from the Association dues transmittal check. Section 22.2.1 of the Collective
26 Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any
27 time. At least annually, the employee shall be notified about the right to revoke the request.
28

29 **Section 22.2.1. Hold Harmless.**

30 The Association will indemnify, defend, and hold the District harmless against any claims,
31 suits, orders, and/or judgments against the District on account of any checkoff of Association
32 dues or voluntary political contributions.
33
34

35 **ARTICLE XXIII**

36 **GRIEVANCE PROCEDURE**

37
38
39 **Section 23.1.**

40 Grievances or complaints arising between the District and its employees within the bargaining unit
41 defined in Article I herein, with respect to matters dealing with the application of the terms and
42 conditions of this agreement, shall be resolved in compliance with this article.
43
44
45
46
47

1
2 **Section 23.2. Grievance Steps.**
3

4 **Section 23.2.1.**

5 The employee shall first discuss the grievance with his/her immediate supervisor,
6 superintendent, or his or her delegate. If the employee wishes, he or she may be accompanied
7 by an Association representative at such discussion. All grievances not brought to the
8 immediate supervisor in accordance with the preceding sentence within twenty-five (25) days
9 of the occurrence of the grievance shall be invalid and subject to no further processing.
10

11 **Section 23.2.2.**

12 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
13 subsection, the employee shall reduce to writing a statement of the grievance containing the
14 following.
15

- 16 A. The facts on which the grievance is based;
17 B. A reference to the provisions in this agreement which have been allegedly violated; and
18 C. The remedy sought.
19

20 The employee shall submit the written statement of grievance to his or her immediate
21 supervisor for reconsideration and shall submit a copy to the official in the administration
22 responsible for personnel. The parties will have five (5) work days from submission of the
23 written statement of grievance to resolve it by indicating on the statement of grievance the
24 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
25

26 **Section 23.2.3.**

27 If no settlement has been reached within the five (5) days referred to in the preceding
28 subsection, and the Association believes the grievance to be valid, a written statement of
29 grievance shall be submitted within fifteen (15) work days to the District superintendent or
30 his/her designee. After such submission, the parties will have ten (10) work days from
31 submission of the written statement of grievance to resolve it by indicating on the statement of
32 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
33 sign it.
34

35 **Section 23.2.4.**

36 If no settlement has been reached within the ten (10) days referred to in the preceding
37 subsection, and the Association believes the grievance to be valid, the employee may demand
38 arbitration of the grievance. The labor arbitration rules of the American Arbitration
39 Association shall be used. The decision of the arbitrator shall be final and binding on both
40 parties. The arbitrator shall have no power to add to, delete, or modify the provisions of this
41 agreement. The costs of arbitration will be born equally by the parties.
42

43 **Section 23.3.**

44 A failure by the Association, or an employee, to initiate or advance a grievance within the timelines
45 provided in this article shall render the grievance void. Any failure by the District to respond to any
46 grievance within the timelines provided hereunder shall automatically advance the grievance to the
47

1 next step in the process. The employer shall not discriminate against any individual employee or the
2 Association for taking action under this article.

3
4
5
6 **ARTICLE XXIV**

7
8 **SALARIES**

9
10 **Section 24.1.**

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

13
14 **Section 24.2.**

15 Salaries contained in Schedule A shall be for the entire term of this agreement, subject to the terms and
16 conditions of Section 26.3. Should the date of execution of this agreement be subsequent to the
17 effective date, salaries, including overtime, shall be retroactive to the effective date.

18
19 **Section 24.3.**

20 Pay raises, where applicable, shall be paid on the first regular payday following execution of this
21 agreement.

22
23 **Section 24.4.**

24 In the event an employee resigns from the Trout Lake School District and is rehired by the Trout Lake
25 School District within five (5) years, the employee will be placed on the same salary step as at the time
26 of their separation from the District up to five (5) years prior.

27
28 **Section 24.5.**

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

31
32 **Section 24.6. Education Incentive Program.**

33 The District will institute an education incentive program for completion of approved training.
34 Bargaining unit employees who enroll in and complete an approved training program directly related
35 to their current job classification, and those employees who have previously completed an approved
36 training program directly related to their current job classification, shall receive added compensation in
37 the amount of:

38
39 Food Service ASFSA (American School Food Service Association) Certification = 20¢ per hour

40
41 Mechanic ASE (Automotive Service Excellence) Certification = 20¢ per hour

42
43 Paraeducators who meet the state para competencies requirement = 20¢ per hour

44
45 Programs completed within the range of 27-39 credits or 270-399 clock hours = 50¢ per hour

1 Programs completed within the range of 40-80 credits or 400-800 clock hours or an AA degree related
2 to the job classification = 75¢ per hour

3
4 Education incentives will be applied according to employee's status on September 1 of that school
5 year. A joint committee consisting of one representative from each classification of the Association
6 and an equal number from the District shall determine what constitutes approved training under this
7 section.

11 ARTICLE XXV

13 SEPARABILITY OF PROVISIONS

15 Section 25.1.

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

22 Section 25.2.

23 It is further provided that such part or provision of this agreement so rendered or declared invalid shall
24 immediately be amended to comply with the requirements of such enacted legislation or court decree.

28 ARTICLE XXVI

30 TERM

32 Section 26.1.

33 The term of this agreement shall be September 1, 2018 to August 31, 2022.

35 Section 26.2.

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

39 Section 26.3.

40 This agreement may be reopened and modified at any time during its term upon mutual consent of both
41 parties in writing. At least ninety (90) days prior to the expiration of this agreement, the Association
42 must send notice, in writing, to the District of its intention to negotiate another agreement. If the state
43 funds a COLA increase, the District will pass the increase to all employees listed on Schedule A for
44 each of the remaining years of the contract.

- 46 1. Beginning September 1, 2018, the District will increase all wages on Schedule A by 8.5%.
- 47 2. Schedule A will be re-opened each year of the contract to negotiate wages.

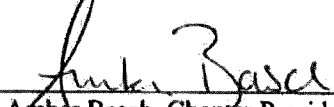
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

This agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

SIGNATURE PAGE

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

**PUBLIC SCHOOL EMPLOYEES
OF TROUT LAKE**


BY: 
Amber Basch, Chapter President

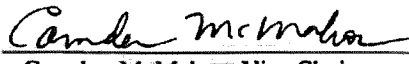
DATE: 9/15/18

TROUT LAKE SCHOOL DISTRICT #R-400


BY: 
Brendan Norman, Chairman, School Board

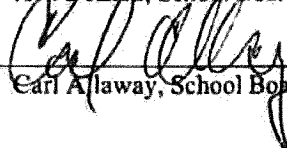
DATE: 9/19/18

BY: 
Douglas Dearden, Superintendent

BY: 
Camden McMahon, Vice Chair

BY: 
Joe Dean, School Board Member

BY: 
Ken DeLieu, School Board Member

BY: 
Carl Alley, School Board Member



Schedule A
Trout Lake School District
September 1, 2018 - August 31, 2019

POSITION	YEARS OF EXPERIENCE						LONGEVITY			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	After 10 Years	After 15 Years	After 20 Years	After 25 Years
	Year 1	Year 2	Year 3	Year 4	Years 5-6	Year 7-10	Add 1.0%	Add 1.5%	Add 1.5%	Add 1.5%
Bus Driver	\$19.38	\$20.32	\$21.21	\$22.10	\$23.03	\$23.26	\$24.67	\$26.29	\$28.01	\$29.86
Food Service Coordinator	\$16.61	\$17.43	\$18.18	\$18.95	\$19.75	\$19.94	\$21.15	\$22.54	\$24.01	\$25.58
Head Cook	\$13.53	\$14.19	\$14.81	\$15.43	\$16.08	\$16.24	\$17.23	\$18.36	\$19.57	\$20.85
Assistant Cook	\$13.10	\$13.74	\$14.33	\$14.94	\$15.57	\$15.72	\$16.68	\$17.76	\$18.92	\$20.17
Custodian	\$17.28	\$18.12	\$18.92	\$19.71	\$20.54	\$20.75	\$22.00	\$23.45	\$24.99	\$26.63
Grounds/Maintenance	\$19.11	\$20.03	\$20.91	\$21.79	\$22.70	\$22.93	\$24.31	\$25.92	\$27.61	\$29.44
Paraeducator	\$14.95	\$15.68	\$16.36	\$17.06	\$17.77	\$17.95	\$19.03	\$20.29	\$21.62	\$23.05
Administrative Secretary/ Transportation Coordinator	\$20.33	\$21.32	\$22.25	\$23.20	\$24.16	\$24.41	\$25.89	\$27.58	\$29.39	\$31.32
Learning & Support Coordinator	\$17.60	\$18.46	\$19.27	\$20.08	\$20.92	\$21.14	\$22.41	\$23.87	\$25.44	\$27.10
Librarian	\$14.95	\$15.68	\$16.36	\$17.06	\$17.77	\$17.95	\$19.03	\$20.29	\$21.62	\$23.05
Office Assistant	\$14.22	\$14.92	\$15.58	\$16.23	\$16.92	\$17.08	\$18.12	\$19.30	\$20.57	\$21.92
Trip Off-Duty Rate:	\$14.86							\$15.84	\$16.88	\$17.99
Employees moving from one classification to a different classification shall be placed on the same year step as the one they left. Placement shall be based on years with the District.										
<i>Substitutes who meet the 30 shift provision (Article I) will move from Step 1 to Step 2 on Schedule A.</i>										

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF TROUT LAKE, AN AFFILIATE OF PSE/SEIU LOCAL #1948 AND TROUT LAKE SCHOOL DISTRICT #R-400. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXVI, SECTION 26.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

- Trout Lake School District and the Public School Employees of Trout Lake agree to the following provision for the 2018-19 school year. This agreement will be reviewed upon conclusion of the current fiscal school year.

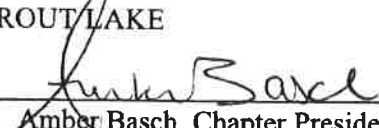
Compensatory Time Off. An employee may, at his/her option, request compensatory time off in lieu of overtime compensation. Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time. Compensatory time must be recorded on the monthly time sheet during the month the overtime was accrued. Compensatory time must be taken in full-day blocks of time. No more than one day per month may be taken by the employee.

The District shall not solicit employees to accept compensatory time in lieu of other compensation. Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each hour worked. All compensatory time off shall follow the Fair Labor Standards Act.

In the event compensatory time is not used before the last day of school, the employee will be compensated in accordance with the Fair Labor Standards Act at the rate of one and one-half (1 ½) hours for each hour worked.


This Memorandum of Understanding is effective September 1, 2018, shall remain in effect until August 31, 2019, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF TROUT LAKE

BY: 
Amber Basch, Chapter President

DATE: 9/5/18

TROUT LAKE SCHOOL DISTRICT NO. R-400

BY: 
Douglas V. Dearden, Superintendent

DATE: 9/5/18

