

COLLECTIVE BARGAINING AGREEMENT BETWEEN
YELM COMMUNITY SCHOOLS #2
AND
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON
YELM ASSOCIATION OF EDUCATIONAL
OFFICE PROFESSIONALS #627

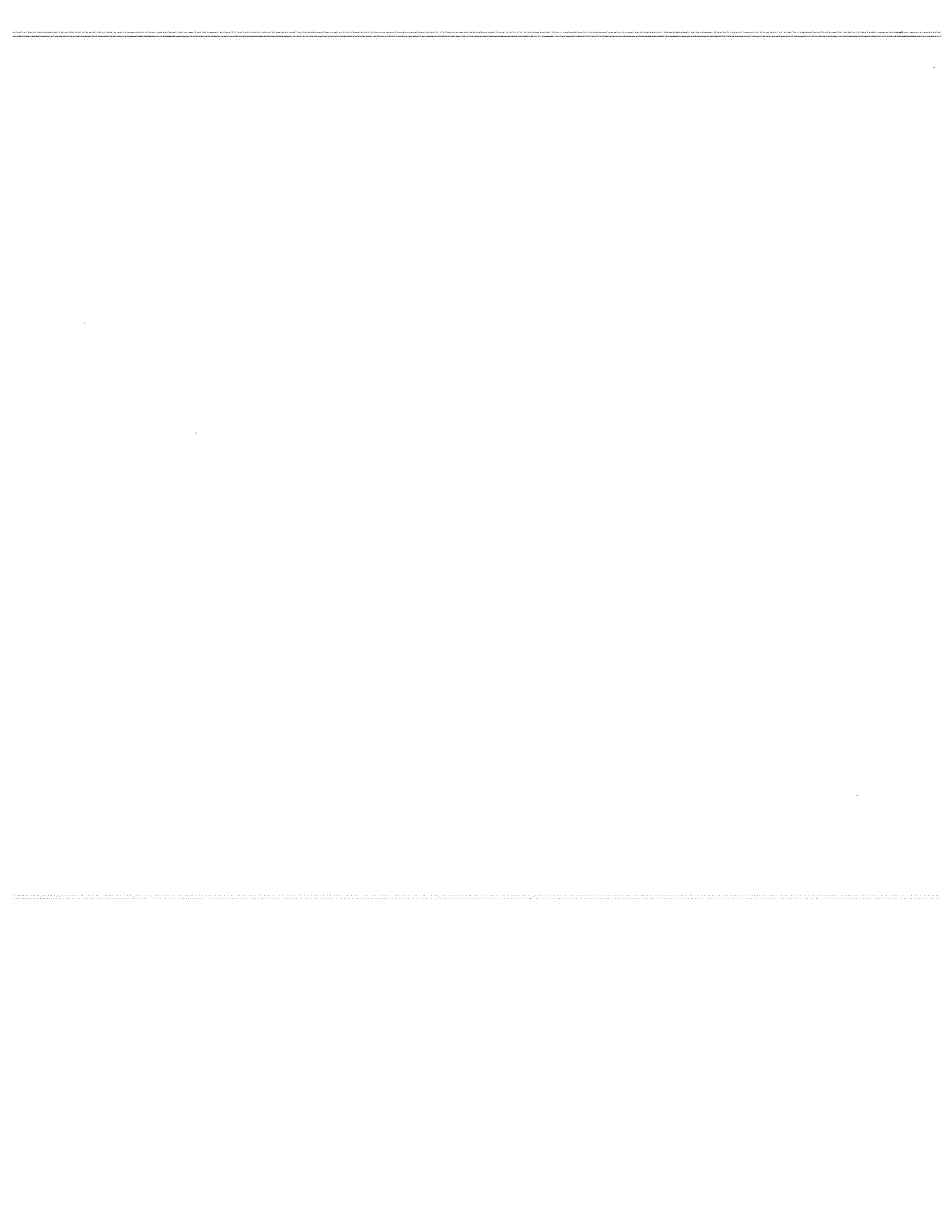
SEPTEMBER 1, 2017 - AUGUST 31, 2021



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P R E A M B L E

This Agreement is made and entered into between Yelm Community Schools No. 2 (hereinafter "District") and Public School Employees of Yelm Association of Educational Office Professionals, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3., and the Association recognizes the responsibility of representing equally and fairly the interests of all such employees.

Section 1.2.

The District will provide the Association with job descriptions and such amendments, changes and additions as may from time to time occur for positions in the bargaining unit.

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classification: Office Professionals. All salary surveys will be based on like positions and responsibilities.

Section 1.4.

A substitute employee is an employee who fills in for a regular employee who is temporarily unavailable due to illness, injury, or some other authorized leave status. Additionally, a substitute employee is an employee who fills a vacant position. A substitute employee always works in a position that belongs to another bargaining unit employee. Substitute employees shall be paid according to Schedule A, Office Professional I, Step #1, but shall have no other rights. Regular employees within this bargaining unit, see Section 1.6 and Section 7.2.

Section 1.5.

A temporary employee is an employee who works in a non-permanent position that does not belong to a permanent employee. Temporary employees shall be paid at Step 1 of the appropriate salary schedule. Temporary employees hired for less than seventy-five (75) days in one school year shall receive no other benefits, no posting is required. When a job is or exceeds the seventy-five (75) day limit, it will be posted..

Section 1.6.

A permanent employee moved into a substitute or temporary status, due to a transfer, shall be paid at their regular rate of pay or the first step of the position held, whichever is greater.

1 **Section 1.7.**

2 The use of student employees and volunteers shall not displace bargaining unit employees.
3
4

5
6 **ARTICLE II**

7
8 **RIGHTS OF THE EMPLOYER**
9

10 **Section 2.1.**

11 It is agreed that the customary and usual rights, powers, functions and authority of management are
12 vested in the Board and management officials of the District. These rights include, by way of
13 illustration only, the right to direct the work force, the right to hire, promote, retain, transfer, and
14 assign employees and positions; the right to suspend, discharge, demote, or take other disciplinary
15 action against employees; and the right to release employees from duties because of lack of work or
16 other legitimate reasons. The District shall retain the right to maintain the efficiency of the District
17 operation by determining the methods, the means and the personnel by which operations undertaken by
18 the employees in the unit are to be conducted; except as limited by the terms and conditions of this
19 Agreement.
20

21 **Section 2.2.**

22 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
23 District. In making rules and regulations relating to wages, hours, grievance procedures and other
24 working conditions pursuant to RCW 41.56.030, the District shall give due regard and consideration to
25 the rights of the Association and employees and to the obligations imposed by this Agreement.
26

27 **Section 2.3. Smoking Policy:**

28 The District no-smoking policy is accepted with the following additions and corrections: Association
29 personnel are allowed to leave campus during their breaks.
30
31

32
33 **ARTICLE III**

34
35 **RIGHTS OF THE EMPLOYEES**
36

37 **Section 3.1.**

38 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
39 exercise of the right, freely and without fear of penalty or reprisal, to join the Association. The District
40 shall take whatever action required or refrain from such action in order to assure employees that no
41 interference, restraint, coercion or discrimination is allowed within the District to encourage or
42 discourage membership in any employee organization.
43

44 **Section 3.2.**

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

1 **Section 3.3.**

2 Each employee shall have the right to be accompanied by an Association representative in discussions
3 between an employee and supervisor when the subject of the discussion is a matter that might result in
4 disciplinary or other adverse action against the employee.
5

6 **Section 3.4.**

7 Each employee reserves and retains the right to delegate any right or duty contained in this Article,
8 exclusive of compensation for services rendered, to appropriate officials of the Association.
9

10 **Section 3.5.**

11 Neither the District nor the Association shall discriminate on the basis of race, creed, religion, color,
12 national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including
13 gender expression or identity, marital status, the presence of any sensory, mental or physical disability,
14 or the use of a trained guide dog or service animal by a person with a disability in its programs and
15 activities and provides equal access to the Boy Scouts and other designated youth groups, or because
16 of their membership or non-membership in employee organizations or in the exercise of other rights.
17 This holds true for all district employment, programs, activities and opportunities.
18

19 **Section 3.6.**

20 Employees shall be evaluated annually using a District developed form that is uniform and used by all
21 offices and personnel that supervise classified employees within this bargaining unit.
22

23 An employee shall have the right, upon reasonable notice, to inspect the contents of their personnel
24 file. Inspection shall be in the presence of a District representative. File materials may be reproduced
25 for the employee as promptly as is feasible, upon request. An Association representative may, at the
26 employee's request, be present during the review of said employee's file.
27

28 The District shall provide each employee with notice of any materials derogatory of the employee's
29 conduct, service, character or personality to be placed in the personnel file. The employee shall have
30 the right to attach to the material involved, a statement of his/her version of matters.
31

32 **Section 3.7.**

33 Employees shall be permitted to attend the contract ratification meetings held on school district
34 premises before or after working hours.
35
36
37

38 **ARTICLE IV**

39 **RIGHTS OF THE ASSOCIATION**

40
41
42 **Section 4.1.**

43 The Association has the right and responsibility to present their views to the District on matters
44 concerning their employment relations with the District, to meet at reasonable times to confer and
45 negotiate and to execute a written agreement with respect to grievance procedures and collective
46 negotiations on personnel matters including wages, hours and working conditions, pursuant to RCW
47 41.56.030.
48

1 **Section 4.2.**

2 The Association shall promptly be notified of any disciplinary action of any employee in the unit in
3 accordance with the provisions of the Discipline and Discharge Procedures Articles contained herein.
4 The Association is entitled to have PSE representative(s), when requested by the individual employee,
5 at hearings conducted by any District official or body arising out of a disciplinary action and to make
6 known the Association's views concerning the case.

7
8 **Section 4.3.**

9 The Association shall provide each member with a copy of this Agreement in accordance with
10 PSE/SEIU's policies.

11
12 **Section 4.4.**

13 The Association reserves and retains the right to delegate any right or duty contained in this Article to
14 appropriate officials of the Public School Employees of Washington.

15
16 **Section 4.5.**

17 The President of the Association and designated representatives will be provided time off without loss
18 of pay to a maximum of five (5) days per year to attend regional or State meetings.

19
20 **Section 4.5.1.**

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

25
26 **Section 4.5.2.**

27 Any bargaining unit member who holds a state position in the Association shall be permitted to
28 utilize leave with pay to perform state functions so long as appropriate advance notice is
29 provided to the Supervisor and Superintendent/Designee. The District will be reimbursed the
30 bargaining member's salary by the PSE State Office for time missed by any member who holds
31 a PSE State Office position to attend state functions.

32
33 **Section 4.6.**

34 The President of the Association shall be allowed a reasonable opportunity to confer with new
35 employees during working hours regarding joining the Association. The names and positions of new
36 employees shall be provided to the President within one week of hire.

37
38 **Section 4.7.**

39 The District will provide an electronic bulletin board folder for Association use. The District will
40 allow the Association electronic access from their office(s). The Association may post notices of their
41 activities and matters of organization concern on a bulletin board to be provided in each school
42 building by the District as long as the material is not abusive or libelous to other employees or
43 representatives of the District.

44
45 **Section 4.8.**

46 Representatives of the Association shall obtain permission of the building principal, superintendent,
47 department supervisor, or their designees, in order to have access to the premises during business
48 hours, provided that the building principal, superintendent, department supervisor, or designee shall

1 upon being requested for access, grant their permission if no hampering or obstruction of work results,
2 and normal operation of the school or department is not interrupted.

3
4 The District recognizes that the PSE field representative has exclusive representing rights and access to
5 any employee in the bargaining unit at any time. As with any visitor to a school building in the
6 District, the field representative is required for safety reasons to check in with the building
7 principal/office upon arrival.

8
9 **Section 4.9.**

10 The Association shall furnish the District Payroll Office with a list of names of all new members
11 within five (5) days after they become affiliated with the Association. The District Payroll Office will
12 provide the Association with a list of all bargaining unit employees with notations as to who has the
13 District deducting dues within five (5) days of a written request.

14
15 The names, addresses, work assignments and current salary information of employees in the
16 bargaining unit will be provided annually to the President of the Association within five (5) days of a
17 written request and updated quarterly if requested in writing.

18
19 **Section 4.10.**

20 When reductions in the bargaining unit work force are being contemplated, the District shall first meet
21 with the Association as to the necessity for and the manner of any reductions in the work force.

22
23 **Section 4.11.**

24 The Association shall have the right to meet and bargain compensation of newly created positions
25 within this bargaining unit.

26
27
28
29 **ARTICLE V**

30
31 **APPROPRIATE MATTERS FOR CONSULTATION OR NEGOTIATION**

32
33 **Section 5.1.**

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

37
38 **Section 5.2.**

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

42
43 **Section 5.3. Student Calendar.**

44 The District will consult with the Association, as it does with other interest groups, prior to developing
45 or changing the student calendar.

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ARTICLE VI

ASSOCIATION-MANAGEMENT RELATIONS

Section 6.1.

The Association representatives may meet with the Superintendent or designated representative at mutually agreeable times to discuss the administration of this Agreement.

Section 6.2.

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations of directives for resolving the grievances or complaints. The Association may consult with the District on complaints without a grievance being made by an individual employee.

ARTICLE VII

WORKING SHIFTS

Section 7.1.

Each employee will be assigned a basic shift consisting of five (5) consecutive workdays, Monday through Friday. Each employee assigned to a shift will have a designated time of beginning and ending. Each shift of eight (8) hours and thirty (30) minutes shall include a thirty (30) minute uninterrupted lunch period, a fifteen (15) minute first half and a fifteen (15) minute second half rest period.

Section 7.1.1.

During the summer months when school is not in session, employees who are scheduled to work may, at the District's discretion, have the option of working four (4) ten-hour days in lieu of five (5) eight-hour days. The four days shall be Monday through Thursday or Tuesday through Friday as designated by the District. These requests shall normally be approved unless the schedule would disrupt the continuity of operation.

Section 7.1.2.

No employee shall be given a change in shift without forty-eight (48) hours prior notice, except for emergencies.

Section 7.2.

Employees required to work more than two (2) cumulative shifts regularly filled by a higher classification employee in the same pay period shall receive compensation equal to that normally received by the employee in the higher classification, based upon the experience step.

Section 7.3.

All hours worked, including paid holidays and sick leave, more than a forty (40) hour week, shall be compensated at the rate of one and one-half (1-1/2) times the employee's base hourly rate. Employees

1 called for overtime special services shall receive no less than two (2) hours pay per call at one and one-
2 half (1-1/2) times their base rate and shall receive such for all additional hours worked. If more than
3 four (4) hours are worked on callback, employees shall receive a minimum of eight (8) hours pay with
4 an appropriate lunch period.

5
6 **Section 7.4.**

7 During inclement weather or emergencies that might require the schools to close down, the District
8 shall make reasonable efforts to inform employees that they should not report for work. The efforts
9 will be satisfied by notices given on specified radio stations, television stations, website or district
10 automated message at least forty-five (45) minutes before employees are required to report to work. In
11 the event employees are not contacted by this means or by telephone and they subsequently report for
12 work, they shall receive a minimum of one (1) hour of pay at the appropriate rate.

13
14 **Section 7.5.**

15 No provision of this Agreement shall be interpreted to require the District to assign an employee to
16 perform any job assignment that would cause the employee's hours to exceed forty (40) hours for that
17 work week.

18
19 **Section 7.6. Optional Time..**

20 Employees may have twelve (12) hours of optional time per school year. With the permission of the
21 employee's supervisor, the optional time of twelve (12) hours may be performed after their regular
22 work shift or on Saturdays or to attend a workshop.

23
24 **Section 7.6.1.**

25 The Office Professional IV will have the opportunity for input with the building principals in
26 the scheduling of assistants'/office professionals' work.

27
28 **Section 7.7.**

29 The work year for office professionals will begin on September 1 yearly and will end August 31 and
30 will coincide with the fiscal year. Summer workdays will be worked after school in June and before
31 school in August at their regular rate of pay including all benefits.

32
33
34
35 **ARTICLE VIII**

36
37 **HOLIDAYS AND VACATIONS**

38
39 **Section 8.1.**

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

- 41
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- | | | |
|---------------------------|---------------------|---------------------------|
| 1. New Year's Day | 5. Memorial Day | 9. Day after Thanksgiving |
| 2. Martin Luther King Day | 6. Independence Day | 10. Day before Christmas |
| 3. President's Day | 7. Labor Day | 11. Christmas Day |
| 4. Veterans' Day | 8. Thanksgiving Day | 12. New Year's Eve |
- 43
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48

1 **Section 8.1.1.**

2 Employees who are on the active payroll on a holiday and have worked either their last
3 scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and
4 are not on an unpaid leave of absence, shall be eligible for pay for a holiday.

5
6 **Section 8.1.2.**

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

9
10 **Section 8.1.3.**

11 Should a holiday occur while an employee is on vacation, that employee will have his vacation
12 extended by one day.

13
14 **Section 8.2.**

15 Vacation days will be computed and recognized as of September 1st of each year. For a partial year,
16 an employee will be granted a prorated share of his/her vacation time. For the following years,
17 vacations are based upon a September 1st anniversary date. During an employee's first partial year of
18 employment, the employee will be granted prorated vacation days as of September 1st. For the
19 following years, vacation time will be computed on September 1st anniversary date. The first year of
20 employment must be at least ninety (90) workdays to be computed for vacation purposes.

21
22 Based upon the previous conditions, upon completion of the first year of service with the School
23 District, each regular employee shall be granted five (5) days vacation. Upon completion of the second
24 year of service with the District, each regular employee shall be granted ten (10) days vacation per
25 year. Upon completion of the fifth year of service, each regular employee shall be granted one (1)
26 additional day of vacation per year until a maximum of twenty-five (25) days of vacation is reached or
27 for those hired after 9/1/89, until a maximum of 20 days is reached. Employees shall be allowed to
28 carry over ten (10) days vacation from one year to the next. Vacation days can be taken in increments
29 of one hour or more.

30
31 Employees working less than twelve (12) months shall receive vacation pay on a FTE (full-time
32 equivalent) basis in the July paycheck. Only calendared hours will be counted into computation of
33 vacation credit. The accumulation of vacation days is based on original hire date and not affected by
34 change in job classification.

35
36
37
38 **ARTICLE IX**

39
40 **LEAVES**

41
42 **Section 9.1.**

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

1 **Section 9.1.1.**

2 Earned sick leave pay will be allowed for illness, injury or emergencies as identified in
3 Sections 9.1.2. through 9.1.4.
4

5 **Section 9.1.2.**

6 Emergencies are considered a legitimate use of sick leave. Emergencies will be considered
7 matters of a serious nature requiring the presence of the employee that preplanning or
8 rescheduling could not have avoided.
9

10 Examples of matters that may be judged to qualify as emergency leave include but not limited
11 to:

- 12 •
- 13 • Bereavement and death of family member or close friend (not covered by Section 9.2.)
- 14 • Emergency to property (flood, fire, storm, etc.)
- 15 • Court appearance or hearing involving employee's personal interests with less than forty-
16 eight (48) hour notice
- 17 • Birth of a grandchild
- 18 • Accident of employee, spouse or children
19

20 Examples of matters that would not qualify as emergencies include:

- 21 •
- 22 • Vacations or vacation extension.
- 23 • Recreational or social activities.
- 24 • Employee association business.
- 25 • Spouse business or professional activities.
- 26 • Pursuit of educational or business interests.
- 27 • Political activities.
28

29 **Section 9.1.2.1. Inclement Weather.**

30 Where weather and/or weather related emergency conditions have resulted in the
31 delayed opening of a school building and/or work site(s), employees should assume
32 they will complete their regular work schedule each day. When such conditions create
33 hazards, and delay an employee's arrival to work, their work schedule may be adjusted;
34 such adjustments will be coordinated with the building /program administrator and the
35 impacted employee(s).
36

37 In the event an employee cannot arrive at work for their regular work schedule due to
38 weather and/ or weather related emergency conditions, the employee is expected to
39 use their judgement what adjustment he/she needs to make to travel safely and report
40 to work. When such conditions cause an employee to arrive late or leave early from
41 work, the district will make every effort to adjust the affected employee(s) work
42 schedule to provide such employee(s) the opportunity to work a full shift, provided
43 his/her school building or department is open.
44

45 Should, due to weather and/or weather related emergency conditions, adjusting an
46 employee(s) work schedule is not a viable option, affected employee(s) may have
47 access to emergency leave, unpaid leave or if possible, make up the missed work hours.
48 If an employee elects to make up the hours missed, the employee is to coordinate

1 approval for making up the missed work hours with their building/program
2 administrator.

3
4 In the event weather and/or weather related conditions result in a school building
5 /program work site closure after the employee(s) work shift has begun, affected
6 employees are expected to work their regular schedule unless the Superintendent
7 closes their school building/work site due to unsafe conditions. Missed hours of work
8 can be made up or emergency leave applied in the same manner as above.

9
10 In the event weather and/or weather related conditions causes a school building and/or
11 work site to close before the regular hours of the employee(s) work shift, less than
12 260 work year calendar day employee(s) are not expected to work on that day, unless a
13 previous arrangement has been made by their building/program administrator. The
14 day will be made up later in the year per the adjustment to the work year calendar. For
15 employees with 260 work year calendars, they are expected to coordinate with their
16 building/program administrator to make up the lost time or apply emergency leave.

17
18 **Section 9.1.3.**

19 The employee's sick leave benefits shall begin on the day that the employee is no longer able to
20 work due to temporary disability caused by childbearing. The employee's personal physician
21 must verify this date in writing. An employee requesting childbearing leave should give
22 written notice to the District at least two (2) weeks prior to commencement of said leave.

23
24 The employee's sick leave benefits shall be paid for the period the employee's personal
25 physician certifies in writing that the employee is disabled due to childbearing, and the
26 employee has accumulated sick leave.

27
28 In the event sick leave has been exhausted the employee shall be granted a leave of absence
29 without pay during the period of actual physical disability.

30
31 An employee requesting to return to work within sixty (60) calendar days after the termination
32 of the pregnancy must have the approval of her personal physician. The employee's specific
33 assignment will remain available provided the employee returns within sixty (60) calendar days
34 after the termination of pregnancy. The exact date of the employee's return will be determined
35 in consultation with the employee's immediate supervisor.

36
37 A father may be granted the use of sick leave when his wife is giving birth to their child.

38
39 **Section 9.1.4.**

40 Adoption leave shall be granted upon the same terms to employees who become adoptive
41 parents at the time of birth or initial placement for children under the age of six as is available
42 to biological parent(s) in Section 9.1.3.

43 Requests for adoption leave shall be submitted no later than twenty (20) workdays prior to the
44 beginning date of the leave. The request shall include the approximate beginning and ending
45 dates for the leave requested.

46
47 An employee may use up to five (5) days first using personal leave and then deducting
48 remaining time from sick leave, prior to the adoption for court proceedings, home study and

1 evaluation, required home visits and other procedures leading to completion to the adoption
2 process.

3
4 Adoption leave will be charged in ½ day or full day increments.

5
6 **Section 9.1.5.**

7 Employees shall, upon request, be granted sick leave during the contract year when such
8 absence is required to care for a member of said employee's immediate family and household
9 where such member of the employee's immediate family is unable to care for himself/herself
10 and there is no other family member in position to provide such care.

11
12 **Section 9.1.6.**

13 In the event that an employee is absent for reasons that are covered by Washington State
14 Industrial Insurance, the District shall pay the employee an amount equal to the difference
15 between his/her normal pay and that paid by the Industrial Insurance, from funds allowed said
16 employee for sick leave, and for as long as those funds exist. The employee's accumulated
17 leave will be reduced by time proportionate to the amount paid by the District.

18
19 **Section 9.1.7.**

20 In order to encourage regular attendance by all employees, the following attendance incentive
21 program is hereby established.

22
23 **Annual Conversion of Accumulated Sick Leave**

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

29
30 Any such election shall be made by written notice to the District Business Office during the
31 month of January. Any such annual conversion of accumulated sick leave shall be subject to
32 the terms and limitations of state statute and regulation.

33
34 **Conversion of Sick Leave upon Retirement or Death.**

35 Any employee who shall retire or die while employed by the District may elect (personally or
36 by the employees' personal representative, as appropriate) to convert accumulated unused sick
37 leave days to monetary compensation at the rate of twenty-five (25) percent of the employee's
38 full-time daily rate of compensation at the time of termination from employment for each full
39 day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be
40 subject to the terms and limitations of state statute and regulation.

41
42 **Section 9.2.**

43 Up to five (5) days bereavement leave per occurrence with pay will be authorized by the District in the
44 event of the death of any member of the immediate family. The immediate family includes mother,
45 mother-in-law, grandmother, sister, sister-in-law, daughter, daughter-in-law, aunt, niece, father, father-
46 in-law, grandfather, brother, brother-in-law, son, son-in-law, uncle, nephew, spouse, legally registered
47 domestic partner, step-parent, step-sibling, step-child, grandchild, foster child or any relative living in
48 the same household.

1 Additional bereavement leave may be granted to employees for other members of the extended family
2 at the discretion of the superintendent's office.

3
4 Bereavement leave will be charged in one-half (1/2) or full day increments.

5
6 **Section 9.3. Personal Leave.**

7 Employees need not provide a reason other than "personal" when requesting personal leave.

8
9 Employees shall be entitled to two (2) paid days of personal leave for matters that require their absence
10 during the workday. A personal leave day may be taken so long as only one YAEOP office
11 professional is out of an elementary or middle school building at a time and only two are out at the
12 high school level at one time. Personal leave may not be used for:

13
14 A. Extending vacation.

15 B. Concerted and/or individual action against the school district.

16
17 The District requests that application to the superintendent or designee for personal leave be made at
18 least forty-eight (48) hours prior to taking such leave, except in the case of emergency or unforeseen
19 circumstances. The superintendent or designee may deny the use of a particular day for a
20 demonstrable reason.

21
22 This leave is cumulative to five (5) days.

23
24 If the employee accumulates one (1) to five (5) days, he/she can request in June, to cash out any days
25 at the substitute rate.

26
27 Personal leave may be used in one hour increments, but not more than three (3) days at any one time.

28
29 **Section 9.4.**

30 A leave of absence without pay may be granted for a limited period of time not to exceed one (1) year.
31 Leaves in this category can only be made by the Superintendent or designee, with School Board
32 approval, and are not subject to review under the grievance policy except where noted herein.
33 Leave shall not be granted to seek other employment.

34
35 **Section 9.4.1.**

36 The returning employee will be assigned to the same position occupied before the leave.

37
38 **Section 9.4.2.**

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

43
44 **Section 9.4.3.**

45 In the event a regular employee within this bargaining unit is selected to replace another regular
46 employee from this bargaining unit on leave, the replacement employee will receive the same
47 benefits as the employee they are replacing.

1 **Section 9.4.4.**

2 Any employee who has completed the probationary period shall be entitled to a leave of
3 absence in cases of protracted illness or injury as certified by their physician. Upon application
4 to the District, such leave shall be granted for the period of illness or injury up to one year, up
5 to three years caused by on-the-job injury. On return to work the employee will return to the
6 same or similar position.

7
8 **Section 9.5. Jury Duty/Subpoena Leave.**

9 Any employee, when required by a court of law to serve on a jury during the employee's work year
10 shall be paid his/her regular salary for the full time his/her services are required by the court as per
11 school board policy. Provided further, that jury duty days of public service shall not be deducted from
12 other leave days that the employee has under the terms of his/her contract so long as the employee
13 provides legal proof of service.

14
15 In addition, the District shall grant a paid leave to staff subpoenaed as witnesses in court or other legal
16 proceedings.

17
18 **Section 9.6. Military Leave.**

19 Employees shall be granted military leave of absence with pay to the limits set by law or as hereafter
20 amended.

21
22 **Section 9.7.**

23 Abuse of sick leave will result in disciplinary action against the employee involved.

24
25 **Section 9.7.1.**

26 An employee who obtains a leave under false pretenses shall be subject to disciplinary action.

27
28 **Section 9.8. Shared Sick Leave.**

29 Shared sick leave and/or personal holidays are available to those employees who qualify by law.

30
31
32
33 **ARTICLE X**

34
35 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

36
37 **Section 10.1.**

38 The seniority of all employees hired in the District in any classified position prior to January 1, 2002,
39 shall be grandfathered with full seniority (hereinafter "hire date") from their original date of hire unless
40 such seniority shall be lost as hereinafter provided.

41
42 The seniority of an employee hired effective January 1, 2002, shall have their seniority date established
43 as the date on which the employee began continuous daily employment within this bargaining unit in
44 the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

45
46 **Section 10.1.1.**

47 Temporary employees who become permanent shall have their seniority date adjusted to the
48 date they began temporary employment after completion of the probation period.

1 **Section 10.1.2.**

2 Seniority rights shall be lost for the following reasons:

3
4 Resignation;
5 Discharge for sufficient cause; or
6 Retirement.

7
8 **Section 10.1.3.**

9 Seniority rights shall not be lost for the following reasons:

10
11 Time lost by reason of industrial accident and/or industrial illness;
12 Time on leave of absence granted for the purpose of serving in the Armed Forces; or
13 Time spent on other authorized leaves.

14
15 **Section 10.2.**

16 Each new hire shall remain in a probationary status for a period of not more than sixty (60) workdays,
17 provided such probationary period may be extended up to thirty (30) additional workdays upon mutual
18 agreement between the District and the Association. During this probationary period the District may
19 discharge such employee without cause.

20
21 **Section 10.3.**

22 Upon completion of the probation period, the employee will be subject to all rights and duties
23 contained in this Agreement retroactive to the hire date.

24
25 **Section 10.4.**

26 The employee within the bargaining unit with the earliest hire date shall have preferential rights
27 regarding promotions, assignments to new or open office professional jobs and positions and layoffs
28 when ability and performance are substantially equal with junior employees.

29
30 If the District determines that seniority rights should not govern because a junior employee possesses
31 ability and performance far greater than a senior employee or employees, the District shall set forth in
32 writing to the senior employee or employees upon written request, and the organization why the senior
33 employee or employees have been bypassed.

34
35 **Section 10.5.**

36 Employees on layoff status shall file their addresses in writing with the personnel office of the District
37 and shall thereafter promptly advise the District in writing of any change of address. Employees shall
38 be given a minimum of ten (10) workdays notice in writing prior to any reduction in force.

39
40 An employee shall forfeit rights to re-employment as provided in this Section if the employee does not
41 comply with the requirements set herewith, or if the employee does not respond to the offer to re-
42 employment within fifteen (15) workdays.

43
44 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other
45 accrued benefits; provided that such employee is offered a comparable position to the one he/she held
46 prior to layoff. A comparable position is defined as a position within eighty (80) annual hours above
47 or below the current position and at the same pay classification.

1 **Section 10.6.**

2 Any promotion or voluntary change shall be considered temporary for a period of thirty (30) workdays.
3 Within that period if the employee or employer finds the transfer unsatisfactory, the employee will
4 revert to his/her former position without prejudice. Employees subject to placement pursuant to this
5 section shall not be allowed to apply on new or open comparable job positions for six (6) calendar
6 months from the date of hire without district approval.

7
8 **Section 10.7.**

9 The District shall publicize within the bargaining unit for five (5) workdays, the availability of open
10 positions within ten (10) working days after the District is apprised of the opening. A copy of the job
11 posting shall be forwarded to the President of the Association and posted in every school building and
12 work location.

13
14 YAEOP representation will be included on any interviewing team to fill bargaining unit positions. In
15 the event no YAEOP members are available to participate, the District will notify the union prior to
16 conducting the interviews.

17
18 **Section 10.8.**

19 Any bargaining unit employee who applies for a bargaining unit position with the School District shall
20 be granted an interview, or the most senior applicant is awarded the position.

21
22 **Section 10.8.1.**

23 For the purpose of developing fair criteria for hiring or promotion, representatives of the
24 Association may have input into tests used to evaluate candidates for bargaining unit positions.
25 They may also review and have input on test items after the tests are completed even though
26 that input may have no bearing on specific decisions. This practice will recognize that
27 members of the bargaining unit have some expertise and legitimate concern for the
28 appropriateness of testing criteria. No test shall be required for employees applying for
29 transfers, i.e., movement within the same position title, provided the following criteria is met:

- 30
31
- 32 • Movement is within either primary or secondary levels, and
 - 33 • Movement is not later than three (3) years since the applicant has completed a district
34 basic skills test.

35 **Section 10.9.**

36 When a person previously employed by the District is re-employed within a two (2) year period after
37 separation, he or she shall be placed on the same salary step formerly held and have all other benefits
38 reinstated. Any person who is re-employed by the District after the two (2) year limit will be hired as a
39 new employee.

40
41
42
43 **ARTICLE XI**

44
45 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

46
47 **Section 11.1.**

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

1 **Section 11.2.**

2 Employees shall be notified of the intent of re-employment in writing prior to the end of each school
3 year.

4
5 **Section 11.3.**

6 An employee shall be advised of the right to be represented by Association representation prior to any
7 disciplinary situation/action that may adversely affect his/her employment status.

8
9 Progressive discipline steps shall include verbal warning, written reprimand, suspension with/without
10 pay, and termination as a final and last resort. Documents identified as written reprimand, suspension
11 or termination shall be placed in the employee's personnel file. The specific grounds forming the basis
12 for disciplinary action will be made available to the employee and the Association in writing. Any
13 disciplinary action taken against an employee shall be appropriate to the behavior which precipitates
14 the action. Disciplinary steps may be skipped when serious and compelling circumstances warrant,
15 depending on the nature of the issue. The Association shall be promptly notified by the District of any
16 disciplinary actions taken against any employees.

17
18 It should be noted that a letter of direction is not a form of discipline unless clearly stated. A letter of
19 direction can be given to an employee to improve work performance or to clearly communicate
20 functions of the job. A letter of direction may follow a verbal conversation outlining the issues
21 discussed in the meeting.

22
23
24
25 **ARTICLE XII**

26
27 **INSURANCE AND RETIREMENT**

28
29 **Section 12.1.**

30 All employees working 1,440 or more hours shall be entitled to receive their share of the state
31 allotment per month in District insurance contribution. Such contribution shall be first applied to
32 dental insurance. Any remaining amount can be applied to any other District approved insurance
33 program. This amount represents the District paying one hundred percent (100%) of the retiree carve
34 out for the duration of the contract. The District agrees to pass on all allowances provided by the
35 Legislature toward employee benefits, as they become known and available.

36
37 **Section 12.1.1.**

38 All employees shall be entitled to receive their FTE proportion of 1,440 hours except for those
39 working less than 4 hours/day.

40
41 **Section 12.1.2.**

42 The amount of State equivalent revenue generated by the bargaining unit state allotment (per
43 1,440 FTE) shall comprise the premium pool. Upon closing of the insurance plan enrollment
44 periods, the District shall compare bargaining unit insurance premium usage to the size of the
45 premium pool. Such comparison information shall be provided to the Association. If the pool
46 exceeds usage, the excess shall be divided by the employees whose insurance enrollment cause
47 payroll deductions with said divisions to be on an equal dollar per individual basis until
48 enrollments are fully paid or the excess pool is depleted. New employees hired after October 1,

1 shall be ineligible for pooling and shall be entitled to their FTE portion of the state allotment
2 per 1,440 hours. During the period that an employee is on L&I time loss due to an on-the-job
3 injury and unable to return to work, the District will continue to pay employees pre-injury FTE
4 amount for medical insurance to a maximum of six (6) months beyond the cessation of sick
5 leave. The District agrees to pass on all allowances provided by the Legislature toward
6 employee benefits, as they become known and available.

7
8 **Section 12.1.3.**

9 All employees hired after August 15, 1980, who work less than four (4) hours per day, shall be
10 ineligible for District dental insurance. The parties recognize that insurance carriers may set
11 other eligibility requirements.

12
13 **Section 12.1.4.**

14 The District will pay one hundred (100) percent of the full family vision insurance per month
15 per full time employees.

16
17 **Section 12.2.**

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

19
20 **Section 12.3.**

21 The District shall make required contributions for State Industrial Insurance on behalf of all employees
22 subject to this Agreement.

23
24 **Section 12.4.**

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

28
29 **Section 12.5.**

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

33
34
35
36 **ARTICLE XIII**

37
38 **VOCATIONAL TRAINING**

39
40 **Section 13.1.**

41 Employees attending District approved and/or directed training courses, workshops, in-service and
42 staff development programs on non-workdays or before/after regular work hours will be compensated
43 their hourly rate of pay. Overtime will apply if the employee works forty (40) hour work week in
44 accordance with Fair Labor Standards Act (FLSA). The employee will also be reimbursed for
45 reasonable and customary travel expenses outside the District, if any. Permission must be provided by
46 the building administrator and superintendent prior to any overtime worked.

1 **Section 13.1.1.**

2 Employees in the bargaining unit will be compensated their hourly rate of pay for such
3 activities as building open houses, evening conferences, athletic events, dances and other extra-
4 curricular activities beyond the employee's regular work schedule in accordance with FLSA.
5 Overtime will apply to all hours beyond forty (40) hours. Prior approval is required for all
6 overtime.

7
8 **Section 13.1.2.**

9 Employees in the bargaining unit who participate or perform committee work before and after
10 work hours will be compensated their hourly rate of pay in accordance with FLSA. Overtime
11 will apply to all hours beyond forty (40) hours. Prior approval is required for all overtime.

12
13 **Section 13.2.**

14 (A.) NAEOP/PSP. Employees shall be compensated five-hundred twenty-five (\$525.00) dollars
15 annually for the first National Association of Educational Office Professionals' (PSP) Professional
16 Standards Program Certificate earned hundred (\$100.00) dollars annually for each additional PSP
17 Certificate earned. Certificates, or notification from the National Association of Educational Office
18 Professionals, must be submitted to the personnel office by October 1, in order to receive
19 compensation for that year. Compensation will be paid in a lump sum payment in the October pay
20 period. A copy of the earned certificate will be required to be kept on file in the employee's District
21 personnel file.

22
23 (B.) Upon verification by transcript, all employees covered by this collective bargaining agreement
24 shall receive only one of the following for salary premiums.

25
26 Apprenticeship – employees successfully completing recognized apprenticeship programs shall receive
27 one dollar (\$1.00) per hour above the salary schedule.

28 Associate of Arts Degree – one dollar (\$1.00) per hour above the salary schedule;

29 Bachelor's or Master's Degree – one dollar (\$1.25) per hour above the salary schedule.

30
31 **Section 13.3.**

32 Employees shall receive the salary premiums effective the first of the month following verification and
33 receipt in the Human Resources department, so long as the first of the month falls during the student
34 year. It is the sole responsibility of the employee to submit documentation for verification of salary
35 premiums to the Human Resources department. If the certificate is received and verified after May 31,
36 the pay will become effective the first working day of the following student year.

37
38 **Section 13.4.**

39 Each office professional's WAEOP and NAEOP dues will be paid by the District and/or building
40 budget.

41
42 **Section 13.5.**

43 Priority will be given to provide training during working hours prior to the start of each school year.
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ARTICLE XIV

MAINTENANCE OF MEMBERSHIP

Section 14.1.

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

Section 14.2.

All employees in classifications subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) work days of the effective date of this Agreement or within thirty (30) work days of the hire date, whichever is applicable. Such employee shall then maintain his/her membership in the Association in accordance with the previous section.

Section 14.3.

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing him/her as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association shall pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount no greater than the regular monthly dues in accordance with the provisions set forth in RCW 41.59.100. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 14.4.

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

Section 14.5.

Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Association, be immediately discharged from employment by the District.

Section 14.6 Political Action Committee (COPE).

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. Sections 14.6.1, and 14.6.2 of the Collective Bargaining Agreement shall apply to these deductions.

1 **Section 14.6.1 Hold Harmless.**

2 The Union will indemnify, defend, and hold the District harmless against any claims made, and
3 any suit instituted against the District on account of any checkoff of Union dues or deductions
4 for the Political Action Committee (COPE) (Article XIV) or requirement that employees pay
5 membership or representation fees to the Union or a charitable organization as a condition of
6 employment (Article XIV).

7
8 **Section 14.6.2 Checkoff.**

9 The District shall deduct PSE dues, assessments, and service charges from the pay of any
10 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District
11 shall transfer all such funds deducted to Public School Employees of Washington (PSE) on a
12 monthly basis.

13
14 **Section 14.6.3. Local Chapter Dues.**

15 The District shall deduct PSE local chapter dues from the pay of any YAEOP employee and
16 transfer the dues directly to the local chapter president/treasurer on a monthly basis.

17
18
19
20 **ARTICLE XV**

21
22 **GRIEVANCE PROCEDURE**

23
24 **Section 15.1.**

25 Grievances arising between the District and its employees (individual or group) within the bargaining
26 unit defined in Article I herein, with respect to matters dealing with the interpretation or application of
27 the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

28
29 **Section 15.2. Step 1 (Informal):**

30 The employee shall first discuss the grievance with his/her immediate supervisor or administrator
31 whose decision they are grieving, stipulating to the supervisor/or administrator that this discussion will
32 be Step 1 of the Grievance Procedure. If the employee wishes, (s)he may be accompanied by an
33 Association representative at such discussion. All grievances not brought to the immediate
34 supervisor/administrator in accordance with the preceding sentence within thirty (30) days of the
35 occurrence of the grievance, shall be invalid and subject to no further processing.

36
37 **Section 15.3. Step 2:**

38 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
39 subsection, the employee shall within ten (10) working days, reduce to writing a statement of the
40 grievance containing the following:

- 41
42 a. The facts on which the grievance is based;
43 b. A reference to the provisions in this Agreement which have been allegedly violated;
44 c. The remedy sought.

45
46 The employee shall submit the written statement of grievance to his/her immediate supervisor or
47 administrator whose decision they are grieving, for reconsideration and shall submit a copy to the

1 Director of Human Resources. Administration will have ten (10) working days from receipt of the
2 written statement to resolve or respond.

3
4 **Section 15.4. Step 3:**

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

11
12 **Section 15.5. Step 4:**

13 If the decision of the Director of Human Resources is unacceptable to the grievant and the Association
14 believes the grievance to be valid, a written statement of grievance shall be submitted within five (5)
15 working days of receipt of the decision to the Superintendent. The Superintendent or designee shall
16 conduct a hearing at which the grievant shall be entitled to representation by the Association. In any
17 case, the Superintendent or his designee shall respond in writing within ten (10) working days, unless
18 an extension is mutually agreed to in writing.

19
20 **Section 15.6. Step 5.**

21 If the decision of the Superintendent or designee is not acceptable to the Association, it may request
22 that the grievance be submitted to an arbiter for a prompt hearing as hereinafter provided:

23
24 Written notice of a request for arbitration shall be made to the Superintendent within twenty (20)
25 working days of receipt of the decision under Section 15.5. Step 4.

26
27 The issue must involve the interpretation or meaning of the express provisions of this Agreement.

28
29 When a timely request has been made for arbitration, the parties shall attempt to select an impartial
30 arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten
31 (10) working days after submission of the written request for arbitration, the provisions of paragraph
32 five (5) below shall apply to the selection of an arbiter.

33
34 In the event an arbiter is not agreed upon as provided in paragraph four (4) above, the parties shall
35 jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such
36 request shall state the issue of the case and ask that the nominees be qualified to handle the type of case
37 involved. When notification of the names of the seven (7) arbiters is received, the parties in turn have
38 the right to strike a name from the panel until only one (1) name remains. The right to strike the first
39 name from the panel shall be determined by lot.

40
41 Arbitration proceedings shall be in accordance with the following:

42
43 The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered
44 to request such data as the arbiter deems pertinent to the grievance and shall render a decision in
45 writing to both parties within thirty (30) days (unless mutually extended) of the completion of the
46 closure of the record.

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

3
4 Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

5
6 The Association or the District shall each pay fifty percent (50%) compensation of the arbiter,
7 including necessary expenses, and the other party shall pay fifty percent (50%) of the arbiter's fees and
8 expenses.
9
10
11

12 ARTICLE XVI

13 NEW EMPLOYEES

14 Section 16.1.

15
16 New employees within the jurisdiction of this Agreement will be employed at the appropriate step of
17 the salary schedule in this Agreement. New employees with similar job experience shall be hired at
18 the salary step equivalent to one-half (1/2) of the number of years computable as job experience to a
19 maximum of three (3) years, unless other applications are mandated by law. Former Yelm employees
20 will retain the same rights as employees hired from other school districts.
21
22

23 Section 16.2.

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 ninety
26 (90) work days of the previous employment year in his/her current position.
27
28
29

30 ARTICLE XVII

31 SALARIES AND EMPLOYEE COMPENSATION

32 Section 17.1.

33
34 Salaries and wages of employees are contained in Schedule A. The District shall pass on all
35 legislatively approved salary and State funded benefit increases each year for the length of the contract.
36
37

38 Section 17.1.1.

39 Schedule A shall be effective for the entire term (September 1, 2017 – August 31, 2021) of this
40 Agreement in accordance with Article XVIII, Sections 18.2.1. and 18.2.2.
41

42 Section 17.1.2.

43 Retroactive pay, where applicable, may be delayed until it can be processed by the payroll
44 department, but no later than forty-five (45) workdays after ratification of this Agreement.
45

46 Section 17.2.

47 The District shall reimburse employees for the use of their personal transportation at the prevailing IRS
48 mileage reimbursement rate when required or requested by the District.

1 **Section 17.3.**

2 Employees required to remain overnight on District business shall be reimbursed for meals and lodging
3 after presenting appropriate receipts in accordance with District policy.
4

5 **Section 17.4.**

6 Salary payments will be made in twelve (12) monthly installments to selected employee checking or
7 savings accounts in area banks. Pay will be received on the last weekday (exclusive of a holiday) of
8 every month.
9

10 **Section 17.5.**

11 When employee(s) promote they shall move to the same step on the new wage range.
12

13 **Section 17.6.**

14 The District shall provide any specialized equipment and clothing required for the performance of
15 duties.
16

17 **Section 17.7.**

18 The District shall cover the deductible for damage to employee vehicles incurred while an employee is
19 performing District duties, up to one-thousand dollars (\$1,000.00, so long as the damage is determined
20 not to be the fault of the employee. Proof of deductible payment must be provided by employee prior
21 to receiving reimbursement from the district.
22
23
24

25 **ARTICLE XVIII**

26 **TERM AND SEPARABILITY OF PROVISIONS**

27
28
29 **Section 18.1.**

30 The term of this Agreement shall be September 1, 2017, through August 31,2021.
31

32 **Section 18.1.1.**

33 See attached salary schedule for 2017-18 school year. Salary schedules for 2018-19, 2019-20
34 and 2020-21 will be bargained once the District and the Association fully understand the
35 financial impact of the recent McCleary legislation.
36

37 Once the District and the Association both fully understand the financial impact of the
38 McCleary legislation on future general fund annual budgets, the parties will meet to bargain the
39 2018-19, 2019-20 and the 2020-21 salary schedule and benefits.
40

41 **Section 18.2.**

42 All provisions of this Agreement shall be applicable to the entire term of this Agreement
43 notwithstanding its execution date, except as provided in the following section.
44

45 **Section 18.2.1.**

46 Schedule A will be applicable and updated each year for the duration of the contract as defined
47 in Section 17.1.1. The District shall pass along all salary and State funded benefit increases for
48 the length of the bargaining Agreement.

1 **Section 18.2.2.**

2 The District agrees to pass on all increases in salary, benefits and privileges provided by the
3 legislature automatically, as it happens.
4

5 **Section 18.3.**

6 This Agreement may be reopened and modified at any time during its term upon consent of the parties
7 in writing.
8

9 **Section 18.4.**

10 If any provision of this Agreement or the application of any such provision is held invalid, the
11 remainder of this Agreement shall not be affected thereby.
12

13 **Section 18.5.**

14 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
15 State of Federal statutes or regulations promulgated pursuant thereto.
16

17 **Section 18.6.**

18 Parties agree that each has had the opportunity and unlimited right to make proposals with respect to
19 any matter deemed a proper subject for bargaining. The results of their negotiations are set forth in
20 this Agreement. Therefore, except as otherwise provided in this Agreement, each, voluntarily and
21 without qualification, agrees to waive the right to oblige the other to bargaining with respect to any
22 matter or subject not specifically referred to or covered by this Agreement.
23
24
25

26 **ARTICLE XIX**

27 **NO STRIKE/NO LOCKOUT AGREEMENT**

28
29 **Section 19.1.**

30 The District and Association recognize that the cessation or interruption of services by classified
31 employees is in violation of this Agreement. This Association hereby agrees that it or unit members
32 collectively or individually will not initiate, cause, permit or participate or join in any strike or work
33 stoppage. Strike and work stoppage shall be deemed to include slowdowns, stoppages of any kind, sit-
34 in, sick-ins, refusals to perform work, or any type of interference whatsoever with the operation of
35 school facilities.
36

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

SAFETY

Section 20.1.

It is agreed that safe working conditions are desirable and necessary. The District shall be vigilant in noticing, and correcting unsafe working conditions.

Employees shall be vigilant in noticing, reporting to the appropriate personnel, and correcting if possible any unsafe working conditions.

The District is responsible for providing safe working conditions and equipment for all employees and will adhere to all federal and state statutes, rules, and regulations as now and hereafter amended.

Section 20.2. Safe Working Conditions.

1. Office Professionals will be notified by the building administrator within forty-eight (48) hours if a student who has been expelled for weapons, dangerous devices, or a serious assault is readmitted or transferred into their building.
2. Employees will not be requested nor required to perform any duty requiring a teaching certificate.
3. The District shall hold employees harmless when reporting alleged child abuse to District Administrators.
4. The Employer shall support and assist employees with respect to the supervision and control of students, public, and/or other staff while employed by the Yelm Community School District on Yelm Community School District property.
5. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The District is committed to providing appropriate health-room coverage.
6. To the extent possible by building design and available District resources, employees shall be provided a work area with adequate space, heating, ventilation, and lighting in which to work.

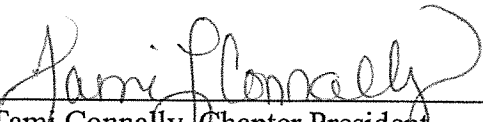
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF YELM AEOP

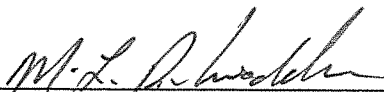
YELM COMMUNITY SCHOOLS #2

BY: 
Tami Connally, Chapter President

BY: 
Greg Davis, Human Resources Director

DATE: 9/25/2017

DATE: 9/25/17

BY: 
Mark Rohwedder, President,
Board of Directors

DATE: 9/28/17

SCHEDULE A 2017-2018
Yelm Association of Educational Office Professionals

Office Professional I

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 10 yrs Step 7 | 15 yrs Step 8 | 20 yrs Step 9 | 25 yrs Step 10 |
|------------------------|---------|---------|---------|---------|---------|---------|---------------|---------------|---------------|----------------|
| | \$16.16 | \$16.73 | \$17.31 | \$17.92 | \$18.54 | \$19.19 | \$19.91 | \$20.71 | \$21.54 | 22.45 |
| District Receptionist | | | | | | | | | | |
| Building Receptionist | | | | | | | | | | |
| HS Attendance | | | | | | | | | | |
| Student Learning Clerk | | | | | | | | | | |
| Student Support Clerk | | | | | | | | | | |

Office Professional II

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 10 yrs Step 7 | 15 yrs Step 8 | 20 yrs Step 9 | 25 yrs Step 10 |
|----------------------------|---------|---------|---------|---------|---------|---------|---------------|---------------|---------------|----------------|
| | \$16.64 | \$17.23 | \$17.83 | \$18.45 | \$19.10 | \$19.77 | \$20.51 | \$21.33 | \$22.18 | \$23.13 |
| Elementary | | | | | | | | | | |
| HS Assistant Principal | | | | | | | | | | |
| HS Counseling | | | | | | | | | | |
| MS ASB and Athletic Office | | | | | | | | | | |
| MS Registrar/Attendance | | | | | | | | | | |
| HS Athletic | | | | | | | | | | |
| Extension School | | | | | | | | | | |

Office Professional III

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 10 yrs Step 7 | 15 yrs Step 8 | 20 yrs Step 9 | 25 yrs Step 10 |
|-----------------------|---------|---------|---------|---------|---------|---------|---------------|---------------|---------------|----------------|
| | \$17.31 | \$17.92 | \$18.54 | \$19.19 | \$19.86 | \$20.56 | \$21.33 | \$22.18 | \$23.07 | \$24.05 |
| Facilities | | | | | | | | | | |
| Food Service | | | | | | | | | | |
| Transportation | | | | | | | | | | |
| CTE | | | | | | | | | | |
| High School ASB | | | | | | | | | | |
| High School Registrar | | | | | | | | | | |
| Student Support | | | | | | | | | | |
| Student Learning | | | | | | | | | | |

Office Professional IV

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 10 yrs Step 7 | 15 yrs Step 8 | 20 yrs Step 9 | 25 yrs Step 10 |
|---|---------|---------|---------|---------|---------|---------|---------------|---------------|---------------|----------------|
| | \$18.18 | \$18.81 | \$19.47 | \$20.15 | \$20.86 | \$21.59 | \$22.40 | \$23.29 | \$24.22 | \$25.25 |
| Principal Office Professional (Elementary and Secondary) | | | | | | | | | | |

1 LETTER OF AGREEMENT

2
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE
4 FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF YELM
5 ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS AND YELM COMMUNITY
6 SCHOOLS #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII,
7 SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9 The parties agree that:
10
11
12

13 Effective September 1, 2017 the work year calendar for the Middle School Registrar position shall be
14 increased from 201 days to 206 days. An additional five (5) days may be added to the work year
15 calendar at the discretion of the District; and
16

17 (B) The District and the Union will form a joint committee to study the Middle School ASB position
18 pay level. The review shall take place during the 2017-18 school year. No more than six participants
19 will serve on the committee, representation will be equal.
20
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22
23

24 This Letter of Agreement shall become effective September 1, 2017, shall remain in effect until
25 August 31, 2021, and shall be attached to the current Collective Bargaining Agreement.
26
27
28

29 PUBLIC SCHOOL EMPLOYEES
30 OF WASHINGTON/ SEIU Local 1948
31
32

33 YELM AEOP YELM COMMUNITY SCHOOLS #2
34
35

36 BY: Jami Connally
37 Tami Connally, Chapter President
38
39

BY: Greg Davis
40 Greg Davis, Director, Human Resources
41
42

43 DATE: 9/25/2017
44
45

DATE: 9/25/17
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