COLLECTIVE BARGAINING AGREEMENT BETWEEN

Lyle School District #406

AND

Public School Employees of Lyle

SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2019

Public School Employees of Washington/SEIU Local 1948
PO Box 798
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DECLARATION OF PRINCIPLES

1. The basic intent and/or interest is for the betterment of the education system for the students of Lyle 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.

PREAMBLE

This Agreement is made and entered into between the Lyle School District #406 (hereinafter "District" or "Employer") and the Lyle School District Local Chapter of the Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association"), an affiliate of the Public School Employees of Washington/SEIU Local 1948 State Organization.

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

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.
The bargaining unit to which this Agreement is applicable includes the employees in the following general job classifications:

1. Transportation;
2. Food Service;
3. Custodial-Maintenance;
4. Secretarial;
5. Paraprofessional; and
6. Substitutes (only certain provisions of the contract apply).

The following positions are excluded:

1. Secretary to the Superintendent;
2. Bus Mechanic-Transportation Supervisor; and

Section 1.2.1.
Less than full-time employees are included in the bargaining unit. The term “less than full-time employees” includes but is not limited to substitute employees who are employed by the District for more than thirty (30) cumulative days 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. A shift equals one (1) day and is defined as a minimum of two (2) hours work in one (1) day.

Section 1.2.2.
Substitute, as defined in Section 1.2.1., shall be subject to Article I, Article XXI, Article XXII, and Schedule A. All other provisions of this agreement shall not apply.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable
laws and regulations is the right to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted. The District shall have the right to terminate the employment of persons working from sources other than District funds i.e., grants, etc. when receipt of these funds has been terminated.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.

In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

Section 2.3.
The District reserves the right to meet with the Association at mutually agreeable times to discuss District policies and/or operations at the option of the District; up to four (4) such meetings per year shall be mandatory.

Employees shall attend these meetings at no expense to the District when called outside employee's workday. When called within workday, employee shall attend with no loss of regular scheduled pay.

Section 2.4.
The District shall utilize a formal employee evaluation process, including a Performance Evaluation Report. Each employee will be formally evaluated a minimum of once a year and a maximum of twice a year.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that the employees in the units defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.
Section 3.2.
Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.
Each employee shall be provided a copy of all material placed in his or her personnel file within five (5) days of its insertion and may review and copy the entire file upon request. All derogatory material contained in the file shall be removed at employee request and by mutual agreement no later than three (3) years after its placement in the file provided there is no further occurrence related to the original incident. An employee may attach comments to any material that is a part of the personnel file.

ARTICLE IV
RIGHTS OF THE ASSOCIATION

Section 4.1.
The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or upon request, in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the units.

Section 4.1.1.
The District reserves the right to hold informal hearings with any employee. An informal hearing is defined as a hearing whereby the Directors may hear the Administrator's side of a grievance, the immediate supervisor of the employee and the employee individually and separately. The Directors at the conclusion of the hearing shall determine whether conditions exist whereby additional action is necessary.

Section 4.1.2.
The school calendar is to be bargained by May 1 of each year. A multiple year school calendar agreement may extend for a maximum of three consecutive years.

Section 4.2.
The Association shall promptly be notified by the District of any grievances or disciplinary actions of any employees in the units in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to have an observer at formal hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3.
The names of new employees in the units will be made available within two (2) weeks of the hire date to the president of the Association. The District, as part of the general orientation of each new employee within the units subject to this Agreement, shall describe to the employee his/her rights under the Public Employees' Collective Bargaining Act of 1967 and subsequent amendments thereto,
and shall provide such employee with a copy of this Agreement to be furnished the District by the local
Association.

**Section 4.4.**
At the close of each payroll period, the District will provide Public School Employees of
Washington/SEIU Local 1948 a dues remittance form indicating the names of new hires and changes
in employment status of existing employees.

**Section 4.5.**
The Association reserves and retains the right to delegate any right or duty contained herein to
appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State
Organization.

**Section 4.6.**
The president of the Association or his/her designated representative will be provided time off without
loss of pay to a maximum of three (3) days per year to attend regional or state meetings when the
purpose of those meetings is in the best interests of the District as determined by the District
Administration.

**Section 4.7.**
The District agrees that notice of principal request for waivers from the State will be provided to the
Association. Normally, the Association will receive such notice prior to obtaining classified
employees’ commitment to cooperate to implement the waiver; but in no case will the Association
receive the notice later than two (2) weeks prior to the first consideration of such waiver request by the
school board.

**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS**

**Section 5.1.**
The parties agree that it has been and will continue to be in their mutual interest and purposes to
promote systematic and effective employee-management cooperation; to confer and negotiate in good
faith, with respect to grievance procedures and collective negotiations on personnel matters, including
wages, hours, and working conditions; promote effective methods for prompt adjustment of differences
and to promote full and reasonable employee participation in such personnel areas as are within the
jurisdiction of the employer.

**Section 5.2.**
It is further recognized that this Agreement does not alter the responsibility of either party to meet with
the other party to advise, discuss or consult regarding matters concerning working conditions not
covered by this Agreement.
ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.
The Association representative shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he/she does not desire to pursue a grievance.

Section 6.2.
Visitation rights shall be granted to the designated representative of the Public School Employees of Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the school district of their arrival prior to meeting with employees. If the superintendent is not available, a written notice shall be kept with the administrative secretary or the high school secretary.

Section 6.3.
The Association may designate a Conference Committee of up to three (3) members who will meet with the superintendent of the District and/or the superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters. These meetings shall not be construed as bargaining sessions.

ARTICLE VII

HOURS OF WORK

Section 7.1.
Each employee shall be assigned to a designated shift during normal operating periods of the school district.

Section 7.1.1.
Regular assignments for employees are not to exceed forty (40) hours per week. The District may approve or assign additional hours as needed.

Section 7.2.
The shift may consist of eight (8) work hours, including at least a thirty (30) minute uninterrupted, non-paid lunch period as near the middle of the shift as is practicable and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Part-time employees working four (4) or more hours shall be provided with a fifteen (15) minute rest period after two consecutive work hours.
The District shall follow the Fair Labor Standards Act regarding rest periods and uninterrupted, non-paid lunch periods.

Section 7.3.
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and his/her supervisor. In the event the District requires an employee to forego his/her lunch period and the employee works his/her entire shift, including the lunch period, he/she shall be compensated for the foregone lunch period at overtime rates.

Section 7.4.
In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work.

Section 7.5.
The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. The workweek for bus drivers only shall be Saturday through Friday.

Section 7.6.
No employee's regular shift and workweek shall be changed without prior notice to the employee of two (2) calendar weeks; provided, however, the employee may waive this notice. The District may, with as much advance notice as possible, temporarily reassign an employee on an emergency basis.

Section 7.7.
In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee before coming to work. Employees reporting to work shall receive a minimum of one (1) hour's pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event the employee has been actually notified by the District of the closure prior to leaving home for work.

Section 7.8.
In the case of leave replacement and/or vacation coverage, an employee requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification. Permanent transfer to a higher or lower classification shall only be made in writing by the District. The probationary rate will not be applicable in such situations, provided the employee is not currently a probationary employee. No employee working outside his/her job description shall be compensated at the higher/lower rate unless such work is done with written confirmation from the District.

Section 7.9.
Regular employees who are absent unless covered by paid leave, will have their wages reduced in accordance with the time missed. Repeated, unapproved, unpaid leaves may result in discipline up to and including termination.
Section 7.10.
Recognizing that personnel in the transportation unit present special shift problems, the parties agree that shifts shall be established in that unit in relation to routes and driving times requisite to fulfilling tasks assigned by the administrator or designee of the transportation unit; and provided further that all bus drivers shall receive pay for a half hour per day for the purpose of bus clean-up and bus warm-up in addition to actual hours of driving time. All trips other than regular daily scheduled bus runs shall be compensated at the employee’s base hourly rate for driving time; provided, however, that bus drivers shall be subject to the provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted. Drivers shall receive a minimum of two (2) hours pay at driving rate for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday.

Section 7.10.1.
Drive times for all regularly scheduled bus routes will be established by the transportation supervisor. Start times and end times will be posted on the annual OSPI ridership report and may be adjusted by the transportation supervisor when deemed necessary.

Section 7.11.
Drivers on extra trips shall be paid for standby time at standby rate on Schedule A unless such standby time shall be time beyond forty (40) hours per workweek, in which event all such time shall be paid at the rate of one and one-half (1½) times the driver’s applicable rate. Drivers on standby time shall maintain periodic surveillance of the vehicle in an effort to prevent any vandalism to the vehicle.

Section 7.11.1.
Drivers on overnight trips shall be paid a minimum of eight (8) hours or actual work time of more than eight (8). This rule does not apply to early departure (before 11:59 p.m.) or late return (after 12:00 a.m.) that overlap the previous or following day.

Example A. A four (4) day trip departing at 10:00 p.m. would be paid two (2) hours for day one, and eight (8) or more hours for day two.

Example B. A four (4) day trip returning at 2:00 a.m. would be paid eight (8) or more hours for day three and two (2) hours for day four.

Section 7.11.1.1.
Drivers on an overnight trip shall have the option of securing separate lodging within the scope of the District’s travel policy. If a trip includes an overnight stay where lodging is not available it shall be noted when the trip is posted.

Section 7.11.2. Duty Cycle.
Nothing in this section shall be construed as limiting or altering the provisions of other sections of this article.
Section 7.11.2.1. On-Duty (Driving).
Whenever the driver is actually driving, required to remain on or near the bus, or the
trip supervisor requests that the driver remain with passengers or personal belongings.

Section 7.11.2.2. On-Duty (Standby).
Whenever a driver is not driving, but on-call, ready for driving duty and not required to
remain on or near the bus or required by the trip supervisor to take responsibility for
passengers or personal belongings.

Section 7.11.2.3. Off-Duty.
Whenever a driver is not in an “on-duty (driving)” or “on-duty (standby)” status.

Section 7.12.
Definition of extra trips: Any and all bus trips (except daily scheduled bus runs).

Section 7.13.
Posting of extra trips: Each extra trip shall be posted for driver consideration two (2) weeks in advance
whenever possible. Postings shall include the following information: Date of trip, time of departure,
origin and destination, and type of activity.

Section 7.14.
All extra trips shall be offered to drivers, desiring to take them, on a rotating basis according to a
seniority list posted at the beginning of each year. A driver who refuses an extra trip shall lose that trip
and rotate to the bottom of the list. Any driver, when an extra trip would result in over forty (40) hours
work time per workweek, will be assigned an extra trip after all other drivers have been assigned extra
trips.

Section 7.15. Overnight Extra Trips.
All overnight extra trips will be on a separate rotation list. This rotation will remain in effect for the
duration of this Agreement. A driver who refuses any overnight extra trip will lose that trip. Any driver
not desiring to be on this rotation list, during one year, could be added during another year, provided
the driver went to the bottom of the list.

Section 7.16.
When no extra trip driver is available, the supervisor may request any other driver to take a trip with
the senior driver having first right of refusal. In an emergency situation when a regular driver is not
available and all efforts to obtain one have been expended, the transportation supervisor may assign an
extra trip to the junior extra trip driver or to a substitute.
ARTICLE VIII

OVERTIME

Section 8.1.
Overtime assignments shall be made in accordance with the needs of the District. The District Administration or its delegate retains the prerogative of selecting the employee who shall be given overtime employment.

In the assignment of overtime, the District agrees to provide the employee with as much advanced notice as practicable under existing conditions.

Section 8.2.
All hours worked in excess of forty (40) hours per week and/or eight (8) hours per day shall be compensated at one and one-half (1½) times the employee's base hourly rate, except bus drivers who will be compensated at one and one-half (1½) times the applicable rate for all hours worked in excess of forty (40) hours per week.

Section 8.3.
All hours worked on Saturday or Sunday shall be compensated at the rate of one and one-half (1½) times the employee's base pay, unless Saturday and Sunday are classified as part of the regular workweek or voluntarily worked in lieu of workweek hours. This applies to employees in all units, except transportation.

Section 8.4. 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. 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.

Section 8.5.
Employees called back on a regular workday or called on Saturday or Sunday shall receive no less than two (2) hours pay at the appropriate rate, such time worked will be computed to the next half hour.

Section 8.6.
Vocational training/instruction outside of the normal workday, which is required of an employee to maintain his/her job, shall be compensated the regular rate of pay of the employee's base hourly rate.
ARTICLE IX

HOLIDAYS

Section 9.1.
All full-time employees shall receive the following paid holidays.

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

Note: The floating holiday must be taken at a mutually agreeable time during the current work year or the employee loses it.

Section 9.1.1.
Less than full-time employees shall receive the following paid holidays.

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. Labor Day
6. Veterans' Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day

Section 9.2. Unworked Holidays.
Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and is not on unpaid leave, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness he/she was unable to work on either of such shifts, and his/her absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

Section 9.3. Worked Holidays.
Employees who are required to work on the above described holidays shall receive the next practicable work day off with pay in lieu of the holiday as such. The day off will be within the workweek in which the holiday occurs. Holiday time will be compensated at one and one-half (1 ½) times the employee's base salary.

Section 9.4. Holidays During Vacation.
Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.
ARTICLE X

LEAVES

Section 10.1. Leave For Illness, Injury And Emergency.
Each employee shall receive ten (10) days sick leave per year. Employees working less than one hundred eighty (180) days shall receive sick leave in the same ratio as the number of days worked is to one hundred eighty (180). Employees working eleven (11) or twelve (12) months shall receive one additional day per month worked. Sick leave shall be vested when earned and may be accumulated up to a maximum allowed by statute. Sick leave will be granted only after it has been earned. Sick leave benefits shall be paid on the basis of the basic hourly rate applicable to the employee's normal daily work shift at the time sick leave is taken; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with his or her normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

Section 10.2.
Sick leave will be granted for the following reasons.

1. Illness of the employee (any illness extending beyond three (3) days must be verified in writing from the employee's physician, or must be approved by the employee's immediate supervisor).

2. Sick Leave Time Off / Care of Family Members. The District shall allow an employee to use a choice of his/her accrued sick or other paid leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, a child of the employee who is over the age of eighteen (18) who is incapable of self-care, or a grandchild who is a dependent of and living with the employee if the dependent is under the age of eighteen (18) with a health condition that requires treatment or supervision; or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.265. An employee may not take advance leave until it has been earned.

3. Due to the lack of medical and dental facilities in Lyle School District, sick leave will be granted for the purpose of doctor and dental appointments.

Section 10.2.1. Sick Leave Cash-out.
The District provides sick leave cash-out benefits per District Policy, which by this reference is incorporated herein. The District policy will reflect allowable sick leave cash-out options available under State law.

Section 10.2.2.
In the event employees are absent for reasons which are covered by industrial insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. When an employee depletes...
their accumulated sick leave, the employee will be placed on non-paid status, and sick leave payments will cease under this section.

**Section 10.2.3. Sick Leave Attendance Incentive Program.**
In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day’s monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day’s monetary compensation.

**Section 10.2.4. Leave Sharing.**
The District agrees to adopt a leave-sharing program for classified staff consistent with State law.

**Section 10.3. Bereavement Leave.**
Each employee shall be entitled to a maximum of three (3) days and, at the discretion of the superintendent, an additional two (2) days if over five hundred (500) miles with pay for the purpose of attending the funeral of a spouse, child, step-child, adopted child, grandchild, or parent of the employee or his/her spouse. In addition, each employee shall be entitled to a maximum of ten (10) days leave without pay per year for absence caused by death or serious illness to an employee's child, spouse, parent, step-parent, grandparent, sibling, or parent-in-law. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative.

**Section 10.4. Personal Leave.**
Each employee shall be entitled to two (2) days personal leave paid per year. It can be carried over for up to a total of four (4) days.

A. Request for personal leave must be in writing to the superintendent’s/designee’s office three (3) days in advance of the requested leave.

B. Part A above will be waived if the matter is of an emergency nature.

**Section 10.5. Maternity Disability Leave.**
Maternity disability leave will be granted to pregnant employees beginning one (1) week prior to the due date. In the event a physician finds the employee unable to work prior to that time, the leave will be granted earlier. To be entitled to maternity disability leave under this section, the employee shall inform the District superintendent a reasonable time in advance of her intention to take leave. Provided the employee has accumulated a sufficient number of sick days, the employee will be eligible for sick pay for the period she is unable to work due to her pregnant condition. The employee will return to work six (6) weeks after the birth of the child unless a physician states in writing that the leave must be for a longer duration.
Section 10.6. Paternity Leave.
A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth of his child. Such leave shall be deducted from accumulated sick leave.

Section 10.7. Judicial Leave.
In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence.

The District will follow and adhere to the Federal and State Family Leave Act.

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. The superintendent or his designee may approve an unpaid leave of absence of twenty (20) days or less.

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 first year of service with the School District, each FTE employee shall be granted five (5) days paid vacation per year. Upon completion of the second through the sixth year of
service with the school district, each FTE employee shall be granted ten (10) days paid vacation per
year. Upon the completion of the seventh through the fifteenth year of service with the school district,
each FTE employee shall be granted fifteen (15) days paid vacation per year. Upon completion of
sixteen years and over of service with the school district, each FTE employee shall be granted twenty
(20) days paid vacation per year. Vacation shall be taken at a mutually agreeable time.

Section 12.2. Eligibility.
An employee becomes eligible to use his or her vacation credit after reaching the 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.

Section 12.3.
Any vacation days currently due, but unused by the new accrual date each year may be carried over for
one (1) year following the accrual date with the approval of the immediate supervisor and the
administration. No vacation may be carried over for more than one (1) year beyond the date on which
it became due; provided, however, no employee shall be denied accrued vacation benefits due to
District employment needs.

ARTICLE XIII

SENIORITY AND LAYOFF PROVISIONS

Section 13.1.
The seniority of an employee in the bargaining unit shall be established as of the date on which he or
she was hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter
provided.

Section 13.1.1.
District hire date is defined as the date on which an employee began continuous regular
employment with the District.

Section 13.1.2.
Seniority date is defined as the date on which an employee began employment in their current
or any general job classification within the District. As used in this Agreement, general job
classifications are those set forth in Article I, Section 1.2.

Section 13.2.
The seniority rights of an employee shall be lost for the following reasons.

A. Resignation.
B. Discharge for any reason contained in this Agreement.
C. Retirement.
D. Change in job classification within the bargaining unit, as hereinafter provided.
**Section 13.3.**
Seniority rights shall not be lost for the following reasons, without limitation.

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

**Section 13.4.**
The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions and layoffs when ability and performance are substantially equal with those individuals junior to him. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization’s grievance committee chairman its reasons why the senior employee or employees have been bypassed. In the event of a reduction in force layoff, employees shall be re-employed in order of seniority.

**Section 13.5.**
For purposes of bidding for new or open positions, seniority rights shall be effective within the general job classifications; provided, however, new or open positions shall be filled by seniority subject to the provisions of this Article within the classification which the opening occurred; provided further, if no one from that classification bids on the job, it shall be opened for bid to all employees within the bargaining unit and shall be filled by District-wide seniority subject to the provisions of this Article.

**Section 13.5.1.**
Any qualified employee who makes application to fill a vacancy in another classification shall have preferential seniority rights over any applicant outside the bargaining unit who applies for the vacancy. If there are no applicants from the appropriate classification, hire date shall apply.

**Section 13.5.2.**
In applying for new or open positions, if the selected employee is an existing employee, he/she will be given a twenty (20) work day trial period and if the new job is deemed unsatisfactory to either the employee or the supervisor, the employee will be reassigned to the former position.

**Section 13.6.**
The District shall post in all work places and provide the Association, in writing, notice of vacant positions as soon as possible after the District has been apprised of the opening. Prior to closing, new or vacant positions will remain posted for a minimum of five (5) work days; ten (10) days during summer vacation.

**Section 13.6.1.**
The District shall post as a new position any increase of time for and existing food service or para pro assignment that exceeds fifteen (15) minutes per day or seventy-five (75) minutes per week. Such posting may be waived for an increase to an existing special education position,
state or federal categorical position, or grant program position, when the increase for the position is due to a change in student eligibility requirements.

Section 13.7.
In the event an employee has his/her hours of work reduced (either by the District or as a result of being bumped by another employee), the employee will then and only then have bumping rights as follows:

A. If the employee has a seniority date in only one job classification, the employee may bump any junior employee in that job classification provided the District does not determine that seniority rights should not govern because the junior employee possesses ability and performance substantially greater than the senior employee. Should that be the case, the District shall set forth in writing to the senior employee and the organization’s grievance committee chairman its reasons why the senior employee cannot bump that particular junior employee.

B. If the employee has his or her hours reduced to zero (0) and has previous experience in another classification within the District, then that employee’s combined seniority shall determine bumping rights. The employee may bump any junior employee in that job classification that the employee has been most recently working. Should there be no employee to bump in that job classification, then the employee would have the right to bump into his/her other job classification. The District would have the same authority to deny bumping rights as specified in Section 13.7.A above.

Section 13.8.
In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for one hundred eighty (180) calendar days.

Section 13.9.
Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 13.10.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

Section 13.11.
September of each year, the District shall provide the Association president with a current seniority list. The list shall include District seniority by hire date and classification by classification seniority by hire date.
ARTICLE XIV

PROBATIONARY PERIOD

Section 14.1.
Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following the hiring date; provided, however, summer vacation will not count toward satisfying the probation period requirements for any less than full-time employee. During this probationary period the District may discharge such employee at its discretion.

Section 14.2.
At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to his/her hire date.

ARTICLE XV

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 15.1.
The District may discipline or discharge any employee subject to this Agreement for justifiable cause occurring at any time during the calendar year regardless of whether or not they are regular full-time or regular part-time employees.

If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 15.2.
The issue of justifiable cause shall be resolved in accordance with the Grievance Procedure of this Agreement.

Section 15.3.
Except in extraordinary cases, the District shall give employees two (2) weeks notice of intention to discharge.

ARTICLE XVI

ANNUAL NOTIFICATION TO NON-ANNUAL EMPLOYEES

Section 16.1.
This Article is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.
Section 16.2.
Should the District decide to eliminate a position or to reduce hours of work for the upcoming school year, the District shall make every effort to notify the employee by May 15. In the driver classification, routes and hours may be adjusted in accordance with the needs of the District.

Section 16.3.
The District shall give employees two (2) weeks notice of intention to eliminate a position or to reduce hours of work as specified in Section 16.2.

ARTICLE XVII
RETIREMENT

Section 17.1.
In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 17.2.
All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments, and deductions from the employee's salary, and, if applicable, direct the county auditor to make appropriate disbursements to the plan in like manner with other deductions authorized by this Agreement.

ARTICLE XVIII
INSURANCE

Section 18.1.
The District will pay the state allocated insurance amount per 1,440 hour FTE employee toward the payment of medical and dental insurance premiums. That amount is available for 1.0 FTE employees (employees working 1,440 hours) with less than 1.0 FTE employees being provided a prorated amount in accordance with their insurance FTE. Any money remaining will be pooled to pay out-of-pocket expenses incurred by members. The benefit pool will be established in October of each year.

Section 18.1.1.
The District will pay the full coverage of the HCA retirement stipend. In the event of a double levy failure, this section of the contract will be re-opened for negotiations.

Section 18.2.
The District shall provide tort liability coverage for all employees subject to this Agreement.
**Section 18.3.**
The District shall make requisite contributions to the state industrial insurance fund or its equivalent for all employees subject to this Agreement.

**Section 18.4.**
Subject to present, pending and future legislation, the District shall make whatever contributions to the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement.

**Section 18.5.**
Medical examinations, including drug and alcohol screens (see District Policy), and health cards required as a condition of employment shall be paid by the District; provided, however, that the District may designate a specific physician or clinic. For physicals, if a different physician is selected by an employee, that employee must pay the difference in cost, if it is more than that paid by the District.

**ARTICLE XIX**

**BULLETIN BOARDS**

**Section 19.1.**
The District shall provide a bulletin board space in each school 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.
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, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 21.2.
All employees in classifications subject to this Agreement who are not members of the Association on the effective date of this Agreement and 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) days of the effective date of this Agreement or within thirty (30) days of hire date, whichever is applicable. Such employee shall then maintain his/her membership in the Association in accordance with the previous section.

Section 21.3.
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 such employee as a member of the collective bargaining unit. Therefore, as an alternative to the membership requirements of Sections 21.1 and 21.2, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount equivalent to the current agency fee, as determined by the Association and certified by the secretary of the Public School Employees of Washington/SEIU Local 1948 (PSE) not later than December 1 of each instructional year. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 21.4.
An employee who refuses to become a member of the Association in good standing or pay the service charge or charitable contribution in accordance with the previous sections, shall, at the option of the Association, be immediately discharged from employment by the District subject to two (2) weeks notice to the employee.

Section 21.5.
The District will notify the Association of all new hires within ten (10) work days of the hire date. The Association will provide orientation information packets to the employer containing a copy of this Agreement and a membership application and payroll deduction of dues authorization card. At the time of hire, the District will furnish each new hire with such information and inform the new hire of the agency shop terms and conditions of this article.
ARTICLE XXII
CHECKOFF

Section 22.1.
Upon written authorization of any public employee within the bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of dues, certified by the secretary of the Public School Employees of Washington/SEIU Local 1948 (PSE), or any agency fee so certified in appropriate cases, and shall transmit the same to the treasurer of PSE/SEIU Local 1948. The District shall also deduct an amount equal to PSE dues in the case of any employee whose claim of religious non-association has been approved by PSE or the Public Employment Relations Commission (PERC), and shall remit the amount to a non-religious charity approved by PSE or PERC. The District shall deduct local dues as established by the local PSE chapter and remit the same to the treasurer of the local PSE chapter. Local chapter dues shall not be deducted from the pay of agency fee payers or religious objectors.

Section 22.2. Committee on Political Empowerment (COPE) – Political Action Committee.
The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Association. Section 22.3 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office about the right to revoke the request.

Section 22.3. Hold Harmless.
The Association will indemnify, defend and hold the District harmless against any claims, suites, orders and/or judgments against the District on account of any checkoff of Association dues or voluntary political contributions.

ARTICLE XXIII
GRIEVANCE PROCEDURE

Section 23.1.
Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 23.2. Grievance Steps.

Section 23.2.1.
The employee shall first discuss the grievance with his/her immediate supervisor, superintendent, or his or her delegate. If the employee wishes, he or she may be accompanied by a local Association representative at such discussion. All grievances not brought to the
immediate supervisor in accordance with the preceding sentence within twenty-five (25) days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 23.2.2.
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

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

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

Section 23.2.3.
If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) work days to the District superintendent or his/her designee. After such submission, the parties will have ten (10) work days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 23.2.4.
If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) work days to the District Board of Directors. After such submission, the parties will have thirty (30) work days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, except as provided for in Section 4.1.1, the employee may be accompanied by an Association representative or designee.

Section 23.2.5.
If no settlement has been reached within the thirty (30) days referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. The expedited labor arbitration rules of the American Arbitration Association shall be used. The decision of the arbitrator shall be final and binding on both parties.
Section 23.3.
The grievance or arbitration discussions shall take place at the convenience of the Directors on the grievance committee. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

ARTICLE XXIV

SALARIES

Section 24.1.
Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 24.2.
Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Section 26.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 24.3.
Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement.

Section 24.4.
Employees subject to this Agreement who are required in the course of their employment to use their personal vehicles shall be reimbursed by the District at the prevailing federal rate.

Section 24.5.
The December payroll date shall be the last school day in December provided District funds are available.

ARTICLE XXV

SEPARABILITY OF PROVISIONS

Section 25.1.
The provisions of this Agreement are deemed to be separable to the extent that should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
Section 25.1.1.  
In the event the foregoing section is determined to apply to any provision of this Agreement, such provision(s) shall be renegotiated pursuant to Section 26.3.

ARTICLE XXVI

TERM

Section 26.1.  
The term of this Agreement shall be September 1, 2013 to August 31, 2019.

Section 26.2.  
All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 26.3.  
This Agreement may be reopened and modified at any time during its term upon mutual consent of both parties in writing. For the term of this Agreement, Schedule A shall be increased September 1 of each year as follows. Should the legislature hereafter authorize and fund a salary and/or insurance increase for classified school employees, the District will pass through such (increases) to the BEA classified employees and apply the same adjustment to all members of the bargaining unit. The salary increase will be based on the COLA for classified employees or the highest percentage for other employees from the Leap 2 document whichever is greater.

The contract will be reopened for the 2015-16 school year to consider additional longevity increases.
Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF LYLE, AN AFFILIATE OF PSE/SEIU LOCAL 1948 AND LYLE SCHOOL DISTRICT # 406. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXVI, SECTION 26.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and the Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws (ESSB 5940).

The provisions of this Memorandum of Understanding (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail.

The minimum monthly charge shall be 1.5% of premium. Such minimum monthly charge shall be paid regardless of the impact of pooling.

Unexpended funds shall be contributed into the pool and distributed on a pro rata basis based upon member need consistent with the past practice of the District.

Employees shall have the right to select a monthly amount to be transferred into their HSA account via payroll deduction.

The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.

This MOU shall be effective for the 2013-14 school year. The parties shall meet prior to May 1, 2014, to discuss whether to renew or amend this MOU for another year.

This Memorandum of Understanding is effective September 1, 2013, shall remain in effect until August 31, 2014, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF LYLE

BY: Teri Knowles, Chapter President

DATE: 10-29-13

LYLE SCHOOL DISTRICT

BY: Dr. Glynnis Hill, Superintendent

DATE: 9/19/13
Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF LYLE AND LYLE SCHOOL DISTRICT #406. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXVI, SECTION 26.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. That the state allocation referenced in Section 18.1 for 2015-2016 is $780.00 per FTE per month.

2. That the HCA carve-out referenced in Section 18.1.1 for 2015-2016 is $65.25.

3. That Schedule A be amended to read as follows.

This Letter of Agreement shall become effective September 1, 2015; shall remain in effect until August 31, 2016; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF LYLE

BY: 
Jennifer Machado
Acting Chapter President

DATE: 9-30-15

LYLE SCHOOL DISTRICT 406

BY: Andrew Kelly, Superintendent

DATE: 9-30-2015
## Schedule A
Lyle School District #406
September 1, 2015 - August 31, 2016

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</tbody>
</table>

* Substitutes will notify the District Office after they have completed 30 days of work in order to advance to the regular rate of pay on the salary schedule.

Above rates reflect a 3.0% across the board increase.

"After 30-day sub rate" added to regular rate column.

Step 1 added at Year 5.