

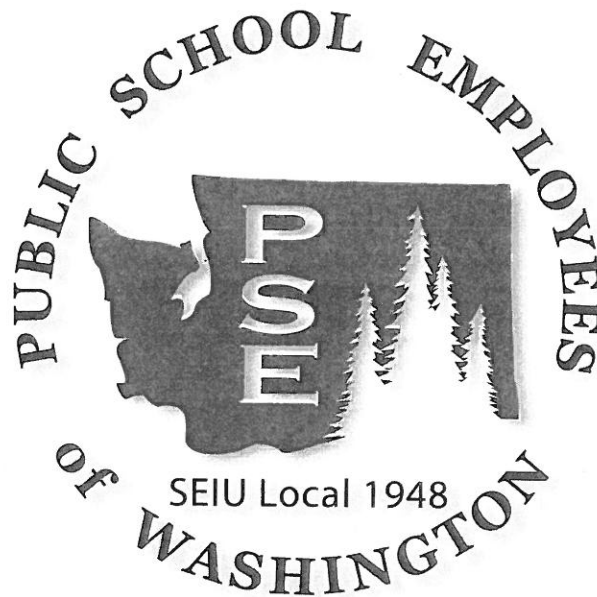
COLLECTIVE BARGAINING AGREEMENT BETWEEN

Lyle School District #406

AND

Public School Employees of Lyle

SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2023



Public School Employees of Washington/SEIU Local 1948

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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.

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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.

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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.

1 **Section 1.2.**

2 The bargaining unit to which this Agreement is applicable includes the employees in the following
3 general job classifications:

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

10
11 The following positions are excluded:

- 12 1. Executive Assistant to the Superintendent/Communications Director;
- 13 2. Office Manager
- 14 3. Transportation Supervisor; and
- 15 4. Business Manager / Human Resources

16
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18 **Section 1.2.1.**

19 Less than full-time employees are included in the bargaining unit. The term “less than full-time
20 employees” includes but is not limited to substitute employees who are employed by the
21 District for more than thirty (30) cumulative days within any twelve (12) month period ending
22 during the current or immediately preceding school year and who continue to be available for
23 employment as substitutes. A shift equals one (1) day and is defined as a minimum of two (2)
24 hours work in one (1) day.

25
26
27 **Section 1.2.2.**

28 Substitute, as defined in Section 1.2.1., shall be subject to Article I, Article X (Section 10.1),
29 Article XXI, Article XXII, and Schedule A. All other provisions of this agreement shall not
30 apply.

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33 **ARTICLE II**

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35 **RIGHTS OF THE EMPLOYER**

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38 **Section 2.1.**

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

1 **Section 2.2.**

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

5 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.

8
9 **Section 2.3.**

10 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. The Association will be given two (2) days' notice of such meetings. The chapter president and one (1) PSE board member shall attend.

15 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.

18 **Section 2.4.**

19 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. (Appendix A)

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27 **ARTICLE III**

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29 **RIGHTS OF EMPLOYEES**

30 **Section 3.1.**

31 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.

38
39 **Section 3.2.**

40 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.

42
43 **Section 3.3.**

44 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 two (2) 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. If there

1 is documentation in an employee's file that involves low level occurrences, this may be removed from
2 the personnel file no later than two (2) years upon mutual agreement of the District and employee.

3
4 The District is required by law to maintain misconduct documentation in the employee file
5 indefinitely.

8 9 ARTICLE IV

10 RIGHTS OF THE ASSOCIATION

11 12 13 **Section 4.1.**

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

18 19 **Section 4.1.1.**

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

25 26 **Section 4.1.2.**

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

29 30 **Section 4.2.**

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

36 37 **Section 4.3.**

38 The names of new employees in the units will be made available within two (2) weeks of the hire date
39 to the president of the Association and provide the Association with a copy of each School Board
40 personnel report. At the time of hire, the District will provide all bargaining unit employees a PSE new
41 hire packet, to be furnished by PSE.

42 43 **Section 4.4.**

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

1 **Section 4.5.**

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

5
6 **Section 4.6.**

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

11
12 **Section 4.7.**

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

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21 **ARTICLE V**

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23 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS**

24
25 **Section 5.1.**

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

32
33 **Section 5.2.**

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

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40 **ARTICLE VI**

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42 **ASSOCIATION REPRESENTATION**

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44 **Section 6.1.**

45 The Association representative shall represent the Association and employees in meeting with officials
46 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

1 grievances or complaints. They may not, however, continue to advise the employee on courses of
2 action after the employee has indicated that he/she does not desire to pursue a grievance.

3
4 **Section 6.2.**

5 Visitation rights shall be granted to the designated representative of the Public School Employees of
6 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes
7 of grievance procedures and/or general information data. The visiting delegate shall notify the school
8 district of their arrival prior to meeting with employees. If the superintendent/principal is not available,
9 a written notice shall be kept with the office manager or executive assistant/communications director.

10
11 **Section 6.3.**

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

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18 **ARTICLE VII**

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20 **HOURS OF WORK**

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23 **Section 7.1.**

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

26
27 **Section 7.1.1.**

28 Regular assignments for employees are not to exceed forty (40) hours per week. The District
29 may approve or assign additional hours as needed. All hours worked in excess of forty (40)
30 hours per workweek shall be compensated at the rate of one and one-half (1½) times the
31 employee's hourly rate. No employee shall work overtime or compensatory hours without prior
32 authorization by his/her supervisor. Employees who disregard the prior authorization rule for
33 overtime may be subject to discipline.

34
35 **Section 7.1.2.**

36 An employee may, at his/her option, request compensatory time off in lieu of overtime
37 compensation or payment for hours worked beyond the employee's normal work shift.
38 Compensatory time, with supervisor approval, may be accrued; provided, however, that records
39 shall be maintained and provided to the supervisor along with the monthly timecard
40 documenting all compensatory time earned and used. There must be a reasonable expectation
41 that the employee will be provided an opportunity to expend the accrued time. The District
42 shall not solicit employees to accept compensatory time in lieu of other compensation.
43 Compensatory time in lieu of overtime pay as provided in this article shall be accrued at the
44 rate of one and one-half (1½) hours for each hour worked. Compensatory time not used within
45 the fiscal year in which it is earned shall be converted to pay. Accrued hours must be used
46 within three months of accrual. Comp time not used within three months of accrual will be
47 cashed out prior to the end of the current school year.

1 **Section 7.2.**

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

7 Part-time employees working four (4) or more hours shall be provided with a fifteen (15) minute rest
8 period after two consecutive work hours.
9

10 The District shall follow the Fair Labor Standards Act regarding rest periods and uninterrupted, non-
11 paid lunch periods.
12

13 **Section 7.3.**

14 Employees required to work through their regular lunch periods will be given time to eat at a time
15 agreed upon by the employee and his/her supervisor. In the event the District requires an employee to
16 forego his/her lunch period and the employee works his/her entire shift, including the lunch period,
17 he/she shall be compensated for the foregone lunch period at overtime rates.
18

19 **Section 7.4.**

20 In the event an employee is assigned to a shift less than the normal work shift previously defined in
21 this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of
22 work.
23

24 **Section 7.5.**

25 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
26 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
27 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
28 days of rest. The work week for bus drivers only shall be Monday through Sunday.
29

30 **Section 7.6.**

31 No employee's regular shift and workweek shall be changed without prior notice to the employee of
32 two (2) calendar weeks; provided, however, the employee may waive this notice. The District may,
33 with as much advance notice as possible, temporarily reassign an employee on an emergency basis.
34

35 **Section 7.7.**

36 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
37 District will make every effort to notify each employee before coming to work. Employees reporting to
38 work shall receive a minimum of one (1) hour's pay at base rate in the event of such a closure;
39 provided, however, no employee shall be entitled to any such compensation in the event the employee
40 has been actually notified by the District of the closure prior to leaving home for work.
41

42 **Section 7.8.**

43 In the case of leave replacement and/or vacation coverage, an employee requested to work a shift
44 regularly filled by a higher classification employee shall receive compensation equal to that normally
45 received by the employee in the higher classification. Permanent transfer to a higher or lower
46 classification shall only be made in writing by the District. The probationary rate will not be applicable
47 in such situations, provided the employee is not currently a probationary employee. No employee
48

1 working outside his/her job description shall be compensated at the higher/lower rate unless such work
2 is done with written confirmation from the District.

3
4 **Section 7.9.**

5 Uncompensated leave may be granted by the superintendent or superintendent's designee upon written
6 request and pre-approval in the event of an emergency, hardship, or special occasion. Additional
7 documentation may be required by the District. Compensated leave must be exhausted prior to using
8 uncompensated leave.

9
10 **Section 7.10.**

11 Recognizing that personnel in the transportation unit present special shift problems, the parties agree
12 that shifts shall be established in that unit in relation to routes and driving times requisite to fulfilling
13 tasks assigned by the administrator or designee of the transportation unit.

14
15 **Section 7.10.1. Regular School Bus Routes**

16 Regular School Bus Routes shall be defined as any route that is provided to students on a
17 regular basis. These shall include am/pm routes, special education routes, Pre-K routes, and
18 educational after school programs. *Total bid routes shall not exceed forty (40) hours.*

19
20 **Section 7.10.2**

21 All regular school bus routes shall be posted for 'bidding' each August on the Inservice day.
22 Employees shall bid (select) routes in seniority order. AM/PM routes will be bid on before the
23 special education routes, Pre-K routes, and educational after school programs routes.

24
25 **Section 7.10.3**

26 The District may require special training for employees who select special education routes.

27
28 **Section 7.10.4.**

29 Any new or open route which comes open after the annual in-service day will be posted for
30 bidding in seniority order. If there are changes in routes, the Director of Transportation will
31 inform impacted drivers and drivers will have the opportunity to review and provide feedback
32 to the Director of Transportation.

33
34 **Section 7.10.5.**

35 Bus drivers shall receive two (2) hour minimum per run for the purpose of pre-trip and post-trip
36 inspections, weekly cleaning (or as needed deemed by Director of Transportation) inside and
37 outside of bus, fueling, and paperwork. If a driver finds that necessary work exceeds the
38 assigned time, the driver shall contact the Director of Transportation and the time can be
39 adjusted when deemed necessary.

- 40
41
 - Drivers are required to be at the bus garage twenty (20) minutes prior to their departure time.
42 This allows for the pre-trip inspection and also any communications from the Director of
43 Transportation concerning their route.

44
45 **Section 7.10.6.**

46 If an employee has *thirty (30)* minutes or less between bus driving assignments, the employee
47 shall be paid his or her hourly wage during this layover and may be expected to complete other
48 assigned tasks during the compensated time.

1 **Section 7.10.7.**

2 Drive times for all regularly scheduled bus routes will be established by the Director of
3 Transportation. Start times and end times will be posted on the annual OSPI ridership report
4 and may be adjusted by the Director of Transportation when deemed necessary.
5

6 **Section 7.11. Trips.**

7
8 **Section 7.11.1.**

9 Any bus driving assignment which is not a regular school bus route assigned under Section
10 7.10.1 shall be considered a trip, including but not limited to field trips, and athletic trips.
11

12 **Section 7.11.2.**

13 All regular school bus route drivers shall be placed on a trip roster in order of seniority.
14 Probationary employees will be added to the bottom of the trip roster upon completion of their
15 probationary period. Substitute bus drivers will not be added to the trip rotational.

- 16 ○ Substitute drivers will be assigned to fill in for a regular school bus route and an effort
17 will be made to keep hours equitable with other substitute drivers based on availability.
18

19 **Section 7.11.3.**

20 Posting of trips: Each trip shall be posted by the Director of Transportation for driver
21 consideration two (2) weeks in advance whenever possible. Postings shall include the following
22 information: Date of trip, time of departure, origin and destination, and type of activity.
23

24 **Section 7.11.4.**

25 All trips shall begin and end at the District bus garage.
26

27 **Section 7.11.5.**

28 Trips shall be assigned on a rotational basis, starting with the list of eligible drivers in seniority
29 order. The list will rotate with the next driver in a rotation moving to the top of the list and the
30 previous first driver moving to the bottom of the list. If a trip is cancelled and not rescheduled,
31 the driver's assignment to the trip is also cancelled. The driver will receive two (2) hours
32 minimum pay if the trip is cancelled less than seven (7) days before the scheduled date. If a trip
33 is cancelled and rescheduled within the two-week window, the driver will remain assigned to
34 the trip unless there is a conflict with another assigned trip. Any trips scheduled after
35 assignments have been made will be assigned by continuing the rotation.
36

37 **Section 7.11.5.1.**

38 If no eligible driver accepts a trip the trip will be offered to a substitute driver. Substitute
39 drivers will be assigned trips based on availability and an effort will be made to keep hours
40 equitable with other substitute drivers based on availability.
41

42 **Section 7.11.6.**

43 Drivers on the trip roster shall be ineligible for assignment of a particular trip if that trip would
44 place the employee into an overtime situation (more than 40 hours in a single week), unless all
45 eligible drivers are in an overtime situation. The driver shall notify the Director of
46 Transportation if he or she is aware that an assignment will result in an overtime situation. The
47 Director may approve overtime on a case-by-case basis.
48

1 **Section 7.11.7.**

2 A trip accepted and then declined will be assigned to the next driver on the rotation list.

3
4 **Section 7.11.8.**

5 During an inexperienced driver's first sixty (60) days of trip eligibility, the Director of
6 Transportation may limit the trip assignments for which the driver is eligible, i.e., shorter
7 distances, daylight hours, multiple bus trips.

8
9 **Section 7.11.9.**

10 On trips that do not extend overnight, the driver shall be compensated fifteen (15) minutes for
11 pre-trip and fifteen (15) minutes for post-trip inspections and paperwork, and at the driver's
12 time rate from the beginning of the trip to the end of the trip. Drivers shall arrive at the school,
13 for pick-up, fifteen (15) minutes prior to the scheduled departure time noted on the Field Trip
14 Request Form. Trip drivers shall be compensated for clean-up and refueling, which must be
15 completed on or before noon the day following the end of the trip. The Director of
16 Transportation may pre-approve additional time when buses require more than usual cleaning.

17
18 **Section 7.11.10.**

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

22
23 Example A. An overnight trip departing at 10:00 p.m. would be paid
24 two (2) hours for day one.

25
26 Example B. An overnight trip returning at 2:00 a.m. two (2) hours for
27 the return day.

28
29 **Section 7.11.10.1.**

30 Drivers on an overnight trip shall have the option of securing separate lodging within the
31 scope of the District's travel policy.

32
33 **Section 7.11.11.**

34 A driver with a trip that is scheduled to return after midnight on a day before a school day shall
35 be excused without pay from coming in for the AM portion of his or her regular daily school
36 route on that school day.

37
38 **Section 7.11.12.**

39 Drivers shall maintain periodic surveillance of the vehicle in an effort to prevent any vandalism
40 to the vehicle.

41
42 **Section 7.12.**

43 The District uses video cameras in school buses to monitor student behavior and such use is not
44 intended to replace or supplant the normal driver evaluation procedure. The Director of Transportation
45 will make reasonable efforts to accommodate drivers who request to view video tapes taken on their
46 bus by scheduling such viewing at times which do not interfere with the normal operation of the
47 Transportation Department or causes the District to incur additional compensation costs.

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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 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.

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ARTICLE IX

HOLIDAYS

Section 9.1.

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

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|----------------------------------|---------------------------|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King's Birthday | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor 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 | 6. Veterans' Day |
| 2. Martin Luther King's Birthday | 7. Thanksgiving Day |
| 3. Presidents' Day | 8. Day after Thanksgiving |
| 4. Memorial Day | 9. Christmas Day |
| 5. Labor 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 workday 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 (1½) 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.

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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. Substitute and casual employees may be eligible for sick leave accrual under RCW 49.46.210.

Section 10.2.

Sick leave will be granted for the following reasons.

1. Illness of the employee (any illness extending beyond three (3) days may be required to be verified in writing from the employee's physician.
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. Paid Family and Medical Leave (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise.

Section 10.2.2. 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.

1 **Section 10.2.3.**

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

9
10 **Section 10.2.4. Sick Leave Attendance Incentive Program.**

11 In January of the year following any year in which a minimum of sixty (60) days of leave for
12 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
13 option to receive remuneration for unused leave for illness or injury accumulated in the
14 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
15 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for
16 illness or injury for which compensation has been received shall be deducted from accrued
17 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary
18 compensation.

19
20 **Section 10.2.5. Leave Sharing.**

21 The District agrees to adopt a leave-sharing program for classified staff consistent with State
22 law.

23
24 **Section 10.3. Bereavement Leave.**

25 Each employee shall be entitled to a maximum of four (4) days and, at the discretion of the
26 superintendent, an additional two (2) days if over five hundred (500) miles with pay for the purpose of
27 attending the funeral of a family member. In addition, each employee shall be entitled to a maximum
28 of ten (10) days leave without pay per year for absence caused by death or serious illness to an
29 employee's child, spouse, parent, step-parent, grandparent, sibling, or parent-in-law. Such bereavement
30 leave shall not be deducted from sick leave. Bereavement leave is noncumulative.

31 For the purpose of this item, family member is defined to include:

- | | | |
|----|-----------------------------|---|
| 32 | | |
| 33 | | |
| 34 | mother | child to whom the employee stands |
| 35 | father | in loco parentis, legal guardian, de facto parent |
| 36 | brother | regardless of age or dependency status |
| 37 | sister | stepfather |
| 38 | wife | stepmother |
| 39 | husband | stepson |
| 40 | registered domestic partner | stepdaughter |
| 41 | son | stepgrandchildren |
| 42 | daughter | grandparents |
| 43 | foster child | grandchildren |
| 44 | adopted child | in-law of a similar relationship |
| 45 | stepsister | |
| 46 | stepbrother | |
| 47 | | |
| 48 | | |

1 **Section 10.4. Personal Leave.**

2 Each employee shall be entitled to three (3) days personal leave paid per year. It can be carried over for
3 up to a total of six (6) days.

- 4
- 5 A. Request for personal leave must be in writing for preapproval to the
6 superintendent's/principal's office three (3) days in advance of the
7 requested leave.
- 8
- 9 B. Part A above will be waived if the matter is of an emergency nature.
- 10
- 11 C. Employees shall be given the option to cash out any unused personal day(s) each year at
12 the employee's per diem rate of pay. Notification of intent to cash out unused leave must
13 be given to the Fiscal manager by August 1st. In addition, any days that accrue above the
14 six (6) day accumulation limit shall be automatically cashed out at the employee's per
15 diem rate of pay and paid in the September paycheck.
- 16

17 **Section 10.5. Maternity Disability Leave.**

18 Maternity disability leave will be granted to pregnant employees beginning one (1) week prior to the
19 due date. In the event a physician finds the employee unable to work prior to that time, the leave will
20 be granted earlier. To be entitled to maternity disability leave under this section, the employee shall
21 inform the District superintendent a reasonable time in advance of her intention to take leave. Provided
22 the employee has accumulated a sufficient number of sick days, the employee will be eligible for sick
23 pay for the period she is unable to work due to her pregnant condition. The employee will return to
24 work six (6) weeks after the birth of the child unless a physician states in writing that the leave must be
25 for a longer duration.

26

27 **Section 10.6. Paternity Leave.**

28 A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the
29 birth of his child. Such leave shall be deducted from accumulated sick leave.

30

31 **Section 10.7. Judicial Leave.**

32 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
33 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
34 required presence in court; provided, however, that any compensation received for such service does
35 not have to be paid to the District (WAC 357-31-315). In the event that an employee is a party in a
36 court action, such employee may request a leave of absence.

37

38 If dismissed from jury duty and four (4) or more hours remain in the workday, the employee will
39 contact the building principal to determine if they should return to work for the remainder of the day. If
40 the employee is dismissed from jury duty the previous evening, the employee will inform the principal.

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42 **Section 10.8. Federal and State Family Leave.**

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

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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.

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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.

Section 13.2.1. Reclassification.

When the District reclassifies or consolidates positions on Schedule A, employees shall not be assigned a new hire date, but will maintain their original district hire date as their seniority date.

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.

1 **Section 13.5.**

2 For purposes of bidding for new or open positions, seniority rights shall be considered. New or open
3 positions shall be opened for bid to all employees within the bargaining unit and shall be filled by
4 District-wide seniority subject to the provisions of this Article.

5
6 **Section 13.5.1.**

7 Any qualified employee who makes application to fill a vacancy in another classification shall
8 have preferential seniority rights over any applicant outside the bargaining unit who applies for
9 the vacancy.

10
11 If the District determines that seniority rights should not govern because a junior employee
12 possesses ability and performance substantially greater than a senior employee or senior
13 employees, the District shall set forth in writing to the employee or employees and the
14 organization's president its reasons why the senior employee or employees have been bypassed.

15
16 **Section 13.5.2.**

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

20
21 **Section 13.6.**

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

26
27 **Section 13.6.1.**

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

33
34 **Section 13.7.**

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

- 38
39 A. If the employee has a seniority date in only one job classification, the employee may bump any
40 junior employee in that job classification provided the District does not determine that seniority
41 rights should not govern because the junior employee possesses ability and performance
42 substantially greater than the senior employee. Should that be the case, the District shall set forth
43 in writing to the senior employee and the organization's grievance committee chairman its
44 reasons why the senior employee cannot bump that particular junior employee.
- 45
46 B. If the employee has his or her hours reduced to zero (0) and has previous experience in another
47 classification within the District, then that employee's combined seniority shall determine
48 bumping rights. The employee may bump any junior employee in that job classification that the

1 employee has been most recently working. Should there be no employee to bump in that job
2 classification, then the employee would have the right to bump into his/her other job
3 classification. The District would have the same authority to deny bumping rights as specified in
4 Section 13.7.A above.

5
6 **Section 13.8.**

7 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
8 District according to layoff ranking. Such employees are to have priority in filling an opening in the
9 classification held immediately prior to layoff. Names shall remain on the reemployment list for one
10 hundred eighty (180) calendar days. In the event employees notify the District that they have obtained
11 employment elsewhere prior to one hundred eighty (180) calendar days, their names will be removed
12 from the reemployment list at the time the District is notified.

13
14 **Section 13.9.**

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

17
18 **Section 13.10.**

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

22
23 **Section 13.11.**

24 September of each year, the District shall provide the Association president with a current seniority
25 list. The list shall include District seniority by hire date and classification by classification seniority by
26 hire date.

27
28
29
30 **ARTICLE XIV**

31
32 **PROBATIONARY PERIOD**

33
34 **Section 14.1.**

35 Each new hire shall remain in a probationary status for a period of not more than ninety (90) days
36 following the hiring date; provided, however, summer vacation will not count toward satisfying the
37 probation period requirements for any less than full-time employee.

38
39 Probationary employees will be given a copy of the evaluation form at the time of hire. The supervisor
40 will meet with the employee by the 25th workday of employment with the District. The supervisor will
41 identify any job performance deficiencies as identified on the evaluation form and suggest steps the
42 employee can take to correct the deficiencies. If the job performance has not improved at the end of the
43 90-day probationary period, the District may exercise their right to release the employee.

44
45 **Section 14.2.**

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

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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. A rebuttal letter may be placed in the employee's personnel file by the employee.

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.

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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.

Effective September 1, 2019 through December 31, 2019, 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, under the current plan.

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. School Employees Benefits Board (State Health Insurance Plan)

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB). The district and employee shall pay the designated proportion of the payroll premium in accordance with state law. Employees must work a minimum of 630 hours year to qualify for coverage.

The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

Since State law and SEBB do not provide optional insurance plans, the employer agrees to provide all eligible employees the following optional insurance plans: cancer and VEBA (Voluntary Employees Benefits Association).

1 If an employee is terminated or terminates his/her employment, their coverage will terminate at the end
2 of the current month. The District will follow federal requirements regarding COBRA.

3
4 **Section 18.3.**

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

6
7 **Section 18.4.**

8 The District shall make requisite contributions to the state industrial insurance fund or its equivalent
9 for all employees subject to this Agreement.

10
11 **Section 18.5.**

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

15
16 **Section 18.6.**

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

22
23
24
25 **ARTICLE XIX**

26
27 **BULLETIN BOARDS**

28
29 **Section 19.1.**

30 The District shall provide a bulletin board space in each school for the use of the Association. The
31 bulletins posted by the Association are the responsibility of the officials of the Association. Each
32 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
33 bulletins may not be posted. There shall be no other distribution or posting by employees or the
34 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
35 property, other than herein provided.

36
37 **Section 19.2.**

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

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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, maintain membership in the Association in good standing unless membership is revoked through contact with the Association in writing.

Section 21.2.

The District agrees to accept dues authorizations via paper form, voice authorization or by E-signature in accordance with "E-SIGN." PSE will provide a list of the members who have agreed to Association membership via any of the above methods. In addition, upon request, access will be given to the District to the .wav files associated with the voice authorizations.

The PSE State Office will be the custodian of the records related to dues authorizations and they agree that, as the custodian of the records, they have the responsibility to ensure the accuracy and safe-keeping of those records.

Section 21.3. New Employee Orientations.

Within 90 days of employment of a new hire, the Association shall have the opportunity to present information about PSE to the new employees. This meeting shall be voluntary on the part of the new employee, may last up to (30) thirty minutes and will occur during the District's new employee orientation, or at another time mutually agreed between the District and Association. This access will be provided during the new employee's regular work hours at the employee's work site or at a location mutually agreed to by the District and the Association.

Section 21.4. Member lists.

The District will provide PSE a quarterly bargaining unit list transmitted electronically, containing every bargaining unit employee's: name; classification; job title; work location; phone number; address; e-mail address; hourly rate of pay; hours worked; and union dues paid.

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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), and shall transmit the same to the treasurer of PSE/SEIU Local 1948. 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.

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.

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. Step 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) workdays of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 23.2.2. Step 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

1 C. The remedy sought.
2

3 The employee shall submit the written statement of grievance to his or her immediate
4 supervisor for reconsideration and shall submit a copy to the official in the Administration
5 responsible for personnel. The parties will have five (5) workdays from submission of the
6 written statement of grievance to resolve it by indicating on the statement of grievance the
7 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
8

9 **Section 23.2.3. Step 3.**

10 If no settlement has been reached within the five (5) workdays referred to in the preceding
11 subsection, and the Association believes the grievance to be valid, a written statement of
12 grievance shall be submitted within fifteen (15) workdays to the District superintendent or
13 his/her designee. After such submission, the parties will have ten (10) workdays from
14 submission of the written statement of grievance to resolve it by indicating on the statement of
15 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
16 sign it.
17

18 **Section 23.2.4. Step 4.**

19 If no settlement has been reached within the ten (10) workdays referred to in the preceding
20 subsection, and the Association believes the grievance to be valid, a written statement of
21 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.
22 After such submission, the parties will have thirty (30) workdays from submission of the
23 written statement of grievance to resolve it by indicating on the statement of grievance the
24 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The
25 Board of Directors reserves the right to summon the employee for an oral statement of the
26 grievance. The employee reserves the right to appear before the Board of Directors to explain
27 the grievance. At any appearance before the Board of Directors, except as provided for in
28 Section 4.1.1, the employee may be accompanied by an Association representative or designee.
29

30 **Section 23.2.5. Step 5.**

31 If no settlement has been reached within the thirty (30) workdays referred to in the preceding
32 subsection, and the Association believes the grievance to be valid, the employee may demand
33 arbitration of the grievance. The expedited labor arbitration rules of the American Arbitration
34 Association shall be used. The decision of the arbitrator shall be final and binding on both
35 parties.
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37 **Section 23.3.**

38 The employer shall not discriminate against any individual employee or the Association for taking
39 action under this Article.
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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.

Section 24.6. Paraeducator Training Certificate.

Effective September 1, 2019, all paraeducators defined as classified school employees who work under the supervision of a certificated or a licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; and
2. (a) Have received a passing grade on the education testing service (ETS) paraeducator assessment; or
(b) Hold an associate of arts degree; or
(c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher educator; or
(d) Have completed a registered apprenticeship program.

Paraeducators who have successfully met the above standards will be required to complete the Fundamental Course of Study (FCS). The District must provide 14 hours of paid training and associated costs on the state standards of practice for all paraeducators during the 2019-20 school year. The District will also provide access to computers and other technology needed to be successful in obtaining the FSC and certificates.

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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, 2019 to August 31, 2023.

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 State-funded increase for classified employees.

- Effective September 1, 2019, Schedule A wages will increase 2.0% - the State-funded increase.
- Schedule A shall be reopened each year of this agreement to consider wage and longevity increases.

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SIGNATURE PAGE

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

**PUBLIC SCHOOL EMPLOYEES
OF LYLE**

LYLE SCHOOL DISTRICT #406

BY: Diana L Solomon
Diana Solomon, Chapter President

BY: Barbara Mills
Barbara Mills, School Board President

DATE: 9/25/19

DATE: 9/25/19

BY: Dr. Ann Varkados
Ann Varkados, Superintendent

DATE: 9/25/19