

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**TOPPENISH SCHOOL DISTRICT #202**

AND

**PUBLIC SCHOOL EMPLOYEES OF TOPPENISH**

SEPTEMBER 1, 2021 - AUGUST 31, 2024



**Public School Employees of Washington/SEIU Local 1948**

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## TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	1
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI ASSOCIATION REPRESENTATION	6
ARTICLE VII HOURS OF WORK AND OVERTIME	6
ARTICLE VIII HOLIDAYS AND VACATIONS	11
ARTICLE IX LEAVES	13
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	18
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	20
ARTICLE XII INSURANCE AND RETIREMENT	21
ARTICLE XIII MAINTENANCE OF MEMBERSHIP AND CHECKOFF	22
ARTICLE XIV GRIEVANCE PROCEDURE	24
ARTICLE XV SALARIES AND EMPLOYEE COMPENSATION	26
ARTICLE XVI TERM AND SEPARABILITY OF PROVISIONS	28
SIGNATURE PAGE	28
SCHEDULE A	29
ADDENDUM "A" – FAMILY AND MEDICAL LEAVE	30-32

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
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**P R E A M B L E**

Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this constitutes an agreement between the employer, Toppenish School District #202, and the Public School Employee Local Organization, an affiliate of the Public School Employees of Washington/SEIU Local 1948.

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 negotiation on personnel matters, including wages, hours and working conditions; and promote effective methods for prompt adjustment of differences.

**ARTICLE I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

The School Board and the Superintendent of School District #202 recognize the Local Organization of Toppenish Public School Employees of District #202, an affiliate of the Public School Employees of Washington/SEIU Local 1948, as the exclusive bargaining representative of all the employees of the following units/General Job Classifications: Food Service, Transportation, Custodial-Maintenance (Custodial, Maintenance, Utility, Grounds), Paraprofessionals, Computer Lab Technician, Office Personnel, Home Liaison, Registered Nurse and substitutes who work more than thirty (30) days in any one (1) year or the previous year, to the extent described in Sections 9.9.1.A, 9.1.6, 9.7., 15.8, 15.9 and Article XVI of this Agreement for the purpose of consulting and negotiating on appropriate matters applicable to any and all employees in the units. Excluded: Central Office Employees and Central Office Secretarial staff and Supervisors of Accounting, Custodial-Maintenance, Transportation, Indian Education, Mediation, Security, Technology and Food Service.

**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 and subject to applicable laws, regulations, and the provisions of this Agreement, 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 and/or sub-standard 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 operations undertaken by the employees in the unit are to be conducted.



1 **Section 2.2.**

2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
3 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
4 matters of working conditions, the District shall give due regard and consideration to the rights of the  
5 Association and the employees and to the obligations imposed by this Agreement.  
6  
7  
8

9 **ARTICLE III**

10 **RIGHTS OF EMPLOYEES**

11  
12  
13 **Section 3.1.**

14 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise  
15 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom  
16 of such employees to assist the Association shall be recognized as extending to participation in the  
17 management of the Association, including presentation of the views of the Association to the Board of  
18 Directors. The District shall take whatever action required or refrain from such action in order to assure  
19 employees that no interference, restraint, coercion, or discrimination is allowed within the District to  
20 encourage or discourage membership in any employee organization.  
21

22 **Section 3.2.**

23 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
24 Association representatives and/or appropriate officials of the District.  
25

26 **Section 3.3.**

27 Employees of the units subject to this Agreement have the right to have Association representatives or  
28 other persons present at discussions between themselves and supervisors or other representatives of the  
29 District as hereinafter provided.  
30

31 **Section 3.4. Equal Opportunity and Nondiscrimination.**

32 Neither the District nor the Association shall illegally discriminate against any employee subject to this  
33 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical  
34 handicap. The District and the Union are committed to a policy of equal employment opportunity. The  
35 District shall provide equal employment opportunity and treatment for all applicants and staff in  
36 recruitment, hiring, retention, assignment, transfer, promotion, and training. Such equal employment  
37 opportunity will be provided without discrimination with respect to race, creed, religion, color, national  
38 origin, age, honorable-discharged veteran or military status, sex, sexual orientation including gender  
39 expression or identity, marital status, the present of any sensory, mental, or physical disability or the use  
40 of a trained dog guide or service animal by a person with a disability.  
41

42 **Section 3.4.1. Harassment.**

43 The District is committed to a positive and productive working environment free from  
44 discrimination, including sexual harassment. This commitment extends to all employees and other  
45 persons involved in academic, educational, extracurricular, athletic, and other programs or  
46 activities of the school, whether that program or activity is in a school facility, on school  
47 transportation, or at a class training held elsewhere. The District will follow all applicable district,  
48 state and federal laws and policies.





1 **Section 3.5.**

2 The District will review and update job descriptions annually, and any adjustments in wages will be  
3 negotiated with the Association. In order for salary adjustments to be in place by September 1, the  
4 Association agrees to notify the District before June 30.

5  
6 **Section 3.6.**

7 There shall be only one official personnel file kept on each employee, which shall be located in the  
8 District personnel office. The employee shall have the right to examine his/her file upon request to the  
9 District. Employees requesting to review personnel files shall schedule an appointment to do so via  
10 Human Resources. The District shall submit copies to the employee of any materials placed in the file at  
11 the time of such placement. The employee shall have the right to enter a written response to any material  
12 placed in the file. Upon the employee's request, any derogatory material, excluding evaluations and other  
13 materials required by law to be kept in the employee's personnel file, may be expunged after two (2)  
14 years. All two-hundred sixty (260) day employees shall be evaluated by July 31 of each year by the  
15 supervisor who supervises the employee for the major portion of the employee's work year. Less than  
16 two-hundred sixty (260) day employees will be evaluated by the last day of school by the supervisor who  
17 supervises the employee for the major portion of the employee's work year.

18  
19 **Section 3.6.1.**

20 No evaluation, correspondence, other documents, or material which makes derogatory reference to  
21 an employee in either character or manner will be kept or become part of the employee's  
22 personnel file without the employee's knowledge. An employee will be allowed to attach his/her  
23 comments, which will then become a part of the employee's file. All such materials shall be  
24 signed or initialed by the employee acknowledging receipt of copies of such materials.

25  
26 **Section 3.6.2. Medical Files.**

27 Confidential medical information will be kept in a separate, confidential medical file, which will  
28 be maintained in a secure location with limited access consistent with applicable laws. By prior  
29 appointment an employee of at least twenty-four (24) hours of advanced notice, shall have the  
30 opportunity to review the contents of his/her medical file and request a copy of materials within  
31 the file. A personnel office employee may be present during all such inspections.

32  
33 **Section 3.6.3. Grievance and Other Materials.**

34 Grievance files shall be kept separate from personnel files. Grievance files and other files related  
35 to litigation shall also be kept separate from personnel files and files shall only be housed at the  
36 District office.

37  
38 **Section 3.7. Performance Evaluations.**

39 Performance evaluation forms shall include language indicating that employee signature acknowledges  
40 receipt of the evaluation and in no way, indicates that employee agrees with the information in the  
41 evaluation. Employees will be provided their own copy of the evaluation form when they receive their  
42 evaluations. Employees shall have five (5) working days from the receipt of their evaluation to submit a  
43 rebuttal statement to be attached to their evaluation and kept in their personnel file.

44  
45 **Section 3.8.**

46 Employees shall not be requested or required to make a bomb search. All employees shall participate in  
47 safety and security training, including practice drills and emergency procedures. All employees shall  
48 abide by lockdowns, regardless of whether the lockdown is a drill or results from an actual emergency.

1 Supervisors of employees who are subject to lockdown and other security procedures that deny or restrict  
2 access to district buildings may not penalize such employees for honoring or taking part in the lockdown  
3 and/or other security procedures.

4  
5 **Section 3.9.**

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

8  
9 **Section 3.10.**

10 Pursuant to RCW 28A.210.330 (2)(a) employees have the right to choose not to volunteer as “parent-  
11 designated adult” to assist in treatment of students with diabetes and shall not receive any reprisal or  
12 disciplinary action for refusing to volunteer.

13  
14 **Section 3.10.1.**

15 Employees that do volunteer as “parent-designated adults” as defined in RCW 28A.210.330 (2) (a)  
16 shall receive any and all required training at the employers’ expense prior to duties being assigned.

17  
18 **Section 3.10.2.**

19 All injections that are not auto injectors required by students will be performed by nursing staff or  
20 “parent-designated adults” for Student. Training for auto injectors shall be provided at the  
21 beginning of each school year.

22  
23 **Section 3.10.3.**

24 Employees who administer student catheterization services shall be provided the training. If the  
25 job posting and description that the employee was hired under does not include providing  
26 catheterization services, they shall have the right of refusal as described under RCW 28A.210.280.

27  
28  
29  
30 **ARTICLE IV**

31  
32 **RIGHTS OF THE ASSOCIATION**

33  
34 **Section 4.1.**

35 The Association has the right and responsibility to represent the interests of all employees in the unit; to  
36 present its views to the District on matters of concern, either orally or in writing; and to enter collective  
37 negotiations with the object of reaching an agreement applicable to all employees within the bargaining  
38 unit.

39  
40 **Section 4.2.**

41 The local President of the Association shall promptly be notified by the District of any grievances or  
42 formal disciplinary actions of any employee in the units. The Association is entitled to have an observer at  
43 hearings conducted by any District official or body arising out of grievance and to make known the  
44 Association’s views concerning the case.

45  
46 **Section 4.3.**

47 The President of the Association or a designated representative will be provided time off without loss of  
48 pay to a maximum of ten (10) days per year to attend regional or State meetings when the purpose of



1 those meetings is in the best interests of the District as determined by the District administration. A notice  
2 of one (1) week must be given to the District.

3  
4 **Section 4.4.**

5 The District shall provide the Association with a Seniority List, which includes each employee  
6 represented by the Association by position and hire date by November 1<sup>st</sup>.

7  
8 **Section 4.5.**

9 Visitation rights shall be granted to designated representatives of the Association to visit with employees  
10 in the bargaining unit for purposes of grievance procedures and/or general information. The visiting  
11 representative shall notify the School District upon arrival. The visitation shall not interfere with the  
12 normal work schedule of the individual employees.

13  
14 **Section 4.6. Bulletin Boards.**

15 The District shall provide a bulletin board space in each school for the use of the Association. The  
16 location and size of the bulletin boards shall be determined by the school principal or supervisor provided,  
17 the location of the board is a place where all members have access to and the space provided is no less  
18 than 24"x24". The bulletins posted by the Association are the responsibility of the officials in the  
19 Association.

20  
21 **Section 4.7. Labor-Management Meetings.**

22 Labor-Management meetings are designed to allow the parties to meet at mutually scheduled times to  
23 discuss appropriate matters that do not require negotiations. The purpose of the meetings are to mutually  
24 discuss and resolve appropriate matters. The Association and the District will each designate  
25 representatives to attend these meetings.

26  
27 **Section 4.7.1. Association Time for Labor-Management Committee.**

28 The district will allow sufficient time during working hours for Association meetings  
29 Scheduled with the Superintendent or designee(s) in accordance with Section 4.7. The District will  
30 provide suitable space to conduct such meetings.

31  
32 **Section 4.7.2. Equity, Diversity, and Inclusion.**

33 Beginning in the 2021-22 school year Toppenish School District will follow RCW 28A.150.415 to  
34 train school district staff in one or more of the following topics: Cultural competency, Diversity,  
35 Equity, or Inclusion. Attendance at District provided training related to this RCW that is outside of  
36 regular contracted time shall be paid on a timesheet.

37  
38  
39  
40 **ARTICLE V**

41  
42 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

43  
44 **Section 5.1.**

45 It is agreed and understood that matters appropriate for consultation and negotiation between the District  
46 and the Association are hours and working conditions, wages, fringe benefits and grievance procedures.

1 **Section 5.2.**

2 It is further agreed and understood that the District will consult with the Association, and meet with the  
3 Association upon its request concerning any of the above.  
4  
5  
6

7 **ARTICLE VI**

8  
9 **ASSOCIATION REPRESENTATION**

10  
11 **Section 6.1.**

12 The Association Executive Board, Staff and/or designees shall represent the Association and employees in  
13 meeting with officials of the District at least once a quarter or more if necessary to discuss appropriate  
14 matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of  
15 employees on District time and thereafter advise employees of rights and procedures outlined in this  
16 Agreement and applicable regulations or directives for resolving the grievances or complaints. They may  
17 consult with the District on complaints without a grievance being made by an individual employee.  
18 Attending such meeting shall not result in a loss of pay for attendees provided no more than four (4)  
19 employees attend the meetings  
20

21 **Section 6.2.**

22 Release time for Toppenish PSE members requested by the Public School Employees of Washington /  
23 SEIU Local 1948 State Organization may be granted to the employee. Request for release time shall be  
24 sent to the Director of Human Resources/or Designee from Staff Employees of the State or Regional  
25 Offices. All costs associated with the employee's absences for such Public School Employee of  
26 Washington / SEIU Local 1948 State Organization release time shall be reimbursed by Public School  
27 Employee of Washington / SEIU Local 1948 State Organization. No more than four (4) employees at any  
28 given time may use release time to be absent from the District during work hours.  
29  
30  
31

32 **ARTICLE VII**

33  
34 **HOURS OF WORK AND OVERTIME**

35  
36 **Section 7.1.**

37 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
38 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee  
39 to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.  
40 Provided, however, employees whose normal shift consists of working on Saturdays or Sundays shall  
41 receive an additional one dollar (\$1.00) per hour for those hours worked on Saturday or Sunday, except  
42 for bus drivers.  
43

44 **Section 7.2.**

45 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed  
46 without prior notice to the employee of two (2) calendar weeks. In case of emergency the above may be  
47 waived. The normal shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation.  
48



1 During the summer months, with the supervisor's permission, custodial/ maintenance and clerical  
2 employees may elect to work four (4) ten (10) hour days. This shall not result in the loss of holiday pay.  
3

4 **Section 7.2.1.**

5 On days when students are not in attendance, and with prior approval of the Supervisor, an  
6 evening shift employee may modify their schedule.  
7

8 **Section 7.3.**

9 Each employee shall be assigned to a definite shift with designated times of beginning and ending. The  
10 normal shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation, including a  
11 thirty (30) minute uninterrupted and unpaid lunch period as near the middle of the shift as is practicable,  
12 and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of  
13 which rest periods shall occur as near the middle of each half shift as is practicable. Employees working  
14 three (3) or more hours longer than a normal workday shall be allowed at least one thirty (30) minute  
15 meal period prior to or during the overtime period. Employees shall be allowed a rest period of no less  
16 than fifteen (15) minutes compensated by the employer for each four (4) hours of working time.  
17

18 **Section 7.3.1.**

19 Food service employees who are affected by interrupted lunch periods will receive a paid thirty  
20 (30) minute lunch break. Food service employees shall also be allowed a District provided mid-  
21 day meal. The District shall pay for the Food and Beverage Service Worker's Permit for the State  
22 of Washington and Membership and Certification with the School Nutrition Association for all  
23 food service employees.  
24

25 **Section 7.4.**

26 In the event an employee is assigned to a shift less than the normal work shift previously defined in this  
27 Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work.  
28

29 **Section 7.4.1.**

30 In the event an employee is assigned to shift less than the previously defined in this Article, the  
31 employee shall be provided a thirty (30) minute lunch period if they work five (5) or more hours.  
32

33 **Section 7.5.**

34 Employees required to work through their regular lunch periods will be given time to eat at a time agreed  
35 upon by the employee and supervisor. In the event the District requires an employee to forego a lunch  
36 period and the employee works the entire shift, including the lunch period, the employee shall be  
37 compensated for the foregone lunch period at one and one-half (1½) at the employees regular rate of pay.  
38

39 **Section 7.6.**

40 Employees requested to substitute or perform the work assignment of a higher classification shall receive  
41 compensation normally paid in the higher classification at the longevity step of the employee filling in for  
42 the absent employee. Should an employee be required to substitute or perform the work of a lower  
43 compensated classification, the employee shall be compensated at their normal hourly rate of pay.  
44

45 **Section 7.7.**

46 Recognizing that personnel in the Transportation classification present special shift problems, the parties  
47 agree that shifts shall be established in that classification in relation to routes and driving times requisite  
48 to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that all bus drivers

1 shall receive pay for one-half (1/2) hour per day for the purpose of bus cleanup and bus warm-up in  
2 addition to actual hours of driving time. If there are thirty (30) minutes or less between assignments, the  
3 base hourly rate shall continue uninterrupted. Drivers shall receive a minimum of two (2) hours pay for  
4 each duty call. In addition, all weekly total route time shall be posted in the transportation department.

5  
6 **Section 7.7.1. Extra Trips.**

7 A. Extra trips shall be first assigned on a seniority basis to four (4) or more hour drivers who have  
8 not exceeded the forty (40) hour per week limit, then on a seniority basis to less than four (4)  
9 hour drivers. The District may assign extra trips to qualified drivers outside the unit when  
10 regular or part-time drivers are not available. When two (2) drivers are required to go on an  
11 extra trip, both drivers will receive the trip rate for the entire trip.

12  
13 B. Extra trips will be paid at the trip rate in accordance with Schedule A. The trip rate will be in  
14 effect for the hours beyond the driver's regular, contracted hours on the day of the trip. All  
15 weekend or non-contracted day trips will be paid in their entirety at the trip rate. The parties  
16 understand and agree that despite any prior District practices to the contrary, all employees,  
17 including bus drivers, will adhere to the District's travel policy regarding meals. The District  
18 will pay per diem for lunch, dinner, or any meal for which the employee qualifies under the  
19 District's travel policies. The District will not pay wages in addition to per diem during  
20 qualified meal times.

21  
22 Whenever possible, the District will use District transportation. The District may contract with  
23 private carriers for elementary school K-5 and self-contained student trips where the total trip  
24 miles are in excess of two hundred (200) miles. Should a business necessity arise where the  
25 District believes it is legally required to provide specialized transportation for a student, the  
26 District shall notify the Association in writing ten (10) school days prior to the trip and the  
27 District will satisfy its collective bargaining obligation. "Drop and Return Shuttles" will only  
28 be used when the bus is needed to transport students to or from school, when unforeseen  
29 circumstances arise or upon the driver's request.

30  
31 C. Trip tickets shall include the start and return time, and total expected hours including post, pre-  
32 trip, and cleaning requirements.

33  
34 D. The deadline to sign up for extra trips will be as follows:

<u>Deadline to sign up by 5:00 P.M.</u>	<u>Trip Departure Day</u>
Monday	Thursday
Tuesday	Friday
Wednesday	Saturday
Thursday	Sunday and Monday
Friday	Tuesday

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41  
42 E. In the event a trip is cancelled within twenty-four (24) hours prior to the scheduled departure  
43 time, for reasons other than weather or natural disasters, the driver who was scheduled to take  
44 the trip shall be compensated for all time listed on the trip ticket.

45  
46 **Section 7.8. Overtime.**

47 Overtime shall be assigned on a fair and equitable basis. In the assignment of overtime, the District agrees  
48 to provide the employee with as much advance notice as practicable in the circumstances. Normally,





1 employees designated to work overtime on days outside their regular workweek will be advised of the  
2 possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime  
3 commences. The above notice provisions may be waived in emergencies.  
4

5 **Section 7.8.1.**

6 All hours worked by direction of the District in excess of forty (40) hours per week shall be  
7 compensated at one and one-half (1½) times the employee's base hourly rate.  
8

9 **Section 7.8.2.**

10 All hours worked on the sixth consecutive day shall be compensated at the rate of one and one-  
11 half (1½) times the employee's base pay.  
12

13 **Section 7.8.3.**

14 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice  
15 the employee's base pay.  
16

17 **Section 7.8.4.**

18 All employees called back on a regular workday, or called on the sixth or seventh day, shall  
19 receive no less than two (2) hours pay at the appropriate rate.  
20

21 **Section 7.8.5. Snow Removal.**

22 For the purpose of snow removal, additional hours and overtime shall first be offered based on  
23 seniority to Grounds employees, followed by Utility employees and the to all other classifications  
24 in Maintenance Custodial Utility.  
25

26 **Section 7.9.**

27 Any extra activities shall be attended by custodial personnel and the employee shall be compensated at the  
28 appropriate rate. Any extra activity requiring the use of the kitchen shall have Food Service Personnel in  
29 attendance and the employee shall be compensated at the overtime rate (Exception: Other than coffee  
30 making).  
31

32 **Section 7.10.**

33 All Paraprofessional shifts shall be a minimum of six (6) hours per day except in special circumstances in  
34 which case the District will notify and meet with the Association leadership to deal with each special case.  
35

36 **Section 7.11.**

37 During the time employees are requested to train new or current employees, one dollar (\$1.00) per hour  
38 shall be added to the employee's current rate of pay.  
39

40 **Section 7.12. Flex Time.**

41 Employees who work hours in excess of their normally schedule day not exceeding forty (40) hours  
42 in a work week, may request to receive flex time in lieu of payment. Flex time shall be computed at  
43 the rate of one (1) hour's flex time for each (1) hour worked. All flex time, and the use thereof, must  
44 be pre-approved by the immediate supervisor except in emergency situations where the supervisor, or  
45 designee, cannot be reached. No more than eight (8) hours can be accrued. The decision to accept flex  
46 time in lieu of payment is the employee's decision. No employee shall be compelled to take flex time  
47 in lieu of compensation.  
48

1 **Section 7.13. Compensatory Time.**

2 Employees who work hours in excess of forty (40) hours during their work week shall have the option  
3 of being paid overtime or accepting compensatory time in lieu of payment. Compensatory time is  
4 calculated in the same manner as overtime rates. Employees choosing to receive compensatory time  
5 in lieu of pay shall be provided one and one half (1½) hours credit for each hour worked beyond forty  
6 (40) hours in a week. The use of accrued compensatory time shall be approved and scheduled  
7 between the employee and his/her immediate supervisor. If the employee has not used accrued  
8 compensatory time by the end of July, the balance shall be cashed out and paid at the appropriate  
9 overtime rate in the employee's August paycheck.

10  
11 The decision to accept compensatory time in lieu of payment is the employee's decision. No  
12 employee shall be compelled to take compensatory time in lieu of compensation. Compensatory time  
13 shall be tracked and accounted for. An employee accepting compensatory time will be provided a  
14 sheet indicating the number of hours converted to compensatory time. The compensatory time sheet  
15 shall include the date of the work completed, time of the actual hours worked and the time of the  
16 converted hours for time off. The employer shall keep documentation of how many hours each  
17 employee has earned and when the employee utilizes compensatory time. No employee shall accrue  
18 more than thirty (30) hours of compensatory time. When an employee is utilizing compensatory time,  
19 the employee will complete a compensatory usage sheet which will include the date of the usage, the  
20 number of hours utilized and a signature line for both the employee and the supervisor

21  
22 **Section 7.14. Time Spent in Training and Obtaining Licenses or Certification.**

23 Time spent in classes, workshops, online training, or other educational circumstances and testing needed  
24 to obtain or maintain required certification, licenses, or endorsements, except for those required for a base  
25 Commercial Driver's License or regular Driver's License, shall be considered as time worked and  
26 compensated as such, with written prior approval of the department director or principal.

27  
28 The District reserves the right to provide in-house training, and to require that employees attend in-  
29 District webinars and other electronic types of training and seminars, rather than travel to off-site  
30 trainings. Any off-site trainings and/or conferences shall be handled as per the District's travel policies  
31 and must be pre-approved by the Department Director or Principal.

32  
33 Such trainings that are not within the normal workday shall require notification to employees of no less  
34 than fourteen (14) days. Additionally, any trainings offered by the district during academic school year  
35 break times, will be optional. In addition, no employee will be required to attend training that would put  
36 them in excess of ten (10) work hours per workday unless the employee agrees to do so.

37  
38 **Section 7.14.1.**

39 Time spent outside of an employee's normal workday to travel to District required training,  
40 classes, workshops, online training, or other educational circumstances and testing needed to  
41 obtain or maintain required certification, licenses, or endorsements is considered time worked and  
42 will be compensated as such. Employees shall provide notification to the department director or  
43 principal and obtain written approval prior to attending

44  
45 **Section 7.15. Professional Development.**

46 For the mutual benefit of the employees and the School District, there shall be in the budget money which  
47 shall be used for classified employees in the following manner:  
48





1 The District shall provide a maximum of five thousand dollars (\$5000.00) each year for the purpose of  
2 salary and reimbursement for classified employees to attend training courses or workshops approved by  
3 the District administration. Distribution of these funds will be discussed at Labor Management meetings.  
4

5 The Association and the District shall meet to agree on a process and criteria for employees to request and  
6 receive professional development funds. The parties will commence this process not later than October 1,  
7 2021.  
8

9 **Section 7.15.1.**

10 Employee development funds shall be limited to five hundred dollars (\$500) per year per  
11 employee. In the event that there are unexpended funds in the pool on February 1 of each year,  
12 employees who have previously received funds that year may apply for a second award of funds.  
13  
14

15  
16 **ARTICLE VIII**

17  
18 **HOLIDAYS AND VACATIONS**

19  
20 **Section 8.1. Holidays and Vacations.**

21 All employees shall receive the following paid holidays that fall within their work year:  
22

- |                                     |  |
|-------------------------------------|--|
| 23 1. New Year's Day                | 7. Veterans' Day   |
| 24 2. Martin Luther King's Birthday | 8. Thanksgiving Day                                      |
| 25 3. Presidents' Day               | 9. Native American Heritage Day (Day after Thanksgiving) |
| 26 4. Memorial Day                  | 10. Day before Christmas                                 |
| 27 5. Independence Day              | 11. Christmas Day  |
| 28 6. Labor Day                     |  |

29  
30 All two-hundred sixty (260) day employees will be surveyed to determine if they would like to substitute  
31 the Day Before Christmas to be taken as a paid holiday for a different day during the year.  
32

33 **Section 8.1.1. Unworked Holidays.**

34 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at  
35 the time the holiday occurs. Employees who are on the active payroll on the holiday and work the  
36 last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday, and  
37 are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to  
38 this requirement will occur if employees are on approved paid vacation leave, personal leave,  
39 bereavement leave, jury duty, or if employees can furnish proof satisfactory to the District that  
40 because of family or personal illness they were unable to work on either such shifts, and the  
41 absence previous to such holiday, by reason of such family or personal illness, has not been longer  
42 than thirty (30) regular work days.  
43

44 It is further agreed that "shift" in Section 8.1.1., means "full shift" and that vacation days shall not  
45 count as days worked in the calculation of overtime.  
46



1 **Section 8.1.2. Worked Holidays.**

2 Employees who are required to work on the above-described holidays shall receive the pay due  
3 them for the holiday, plus one and one-half (1½) times their base rate for all hours worked on such  
4 holidays.

5  
6 **Section 8.1.3. Weekend Holidays.**

7 If one of the above holidays falls on a weekend, the District shall establish either the previous  
8 Friday or the following Monday to be observed as the holiday.

9  
10 **Section 8.2.**

11 It is understood that all employees subject to this Agreement shall earn vacation credits beginning  
12 immediately with their employment with the District, in accordance with the following schedule. Such  
13 vacation shall be earned, vested, and used as designated in this Article.

14  
15 **Section 8.2.1.**

16 During their first (1st) year of service, each employee shall earn five (5) days paid vacation.

17  
18 **Section 8.2.2.**

19 During each of their second (2nd) through fifth (5th) year of service, each employee shall earn ten  
20 (10) days paid vacation.

21  
22 **Section 8.2.3.**

23 During each of their sixth (6th) through tenth (10th) year of service, each employee shall earn  
24 sixteen (16) days paid vacation.

25  
26 **Section 8.2.4.**

27 Beginning with the eleventh (11th) year of service, each employee shall earn an additional day of  
28 paid vacation per year of service up to a maximum of twenty-one (21) days as follows:

29		
30	11th year of service	17 days
31	12th year of service	18 days
32	13th year of service	19 days
33	14th year of service	20 days
34	15th year of service	21 days
35	16th year +	21 days
36		

37 **Section 8.2.5.**

38 For every regular workday from which an employee is absent on sick leave, bereavement leave,  
39 emergency leave, or due to a holiday, the hours of the employee’s normal work shift shall be  
40 credited for computing vacation credit as if worked.

41  
42 **Section 8.2.6.**

43 It is mutually agreed that vacations for less than twelve (12) month personnel shall be on a prorate  
44 full-time equivalent basis.

45  
46 **Section 8.2.7.**

47 Vacation dates must be requested, in advance, five (5) working days’ notice may be required. The  
48 Superintendent/designee must approve the dates before employees may take their vacation. The



1 employee will be notified within three (3) working days whether the request is approved or denied.  
2 If an employee does not receive a response in the time described above the vacation request will  
3 be considered approved. Vacations will be granted on a first come, first served basis.  
4

5 **Section 8.2.8.**

6 Vacation leave must be taken within the twelve (12) month period following the time when  
7 vacation was earned, except that a maximum of thirty (30) days may be accumulated and carried  
8 over to the following year as approved by the Superintendent or designee.  
9

10 **Section 8.2.9.**

11 A maximum of thirty (30) days of vacation may be accumulated and carried over to the following  
12 year. In extraordinary circumstances, more than thirty (30) days may be carried over to the  
13 following year with approval of the Superintendent.  
14

15 **Section 8.3.**

16 Time on layoff and time on authorized leave of absence will be counted as continuous service for the  
17 purpose of establishing and retaining eligibility dates.  
18

19 **Section 8.4.**

20 Except as provided in the following section, any vacation credit currently due but unused by the new  
21 accrual date each year may be carried over for one (1) year following the accrual date with the written  
22 approval of the immediate supervisor and administration. No vacation may be carried over for more than  
23 one (1) year beyond the date on which it became due; provided, however, no employee shall be denied  
24 accrued vacation benefits due to District employment needs.  
25

26 **Section 8.5.**

27 Any employee who is discharged or who terminates employment shall receive payment for unused  
28 accrued vacation with their final paycheck.  
29  
30  
31

32 **ARTICLE IX**

33 **LEAVES**

34  
35  
36 **Section 9.1. Sick Leave.**

37  
38 **Section 9.1.1. Leave for Illness, Injury and Emergency.**

39 Each employee shall accumulate twelve (12) days per year for illness, injury, and emergency. An  
40 employee who works eleven (11) working days in any calendar month will be given credit for the  
41 full calendar month. Sick leave shall be vested when earned and accumulate up to a maximum of  
42 one hundred and eighty (180) days for cash out purposes only, and the number of annual  
43 contracted days for each employee for illness leave. The District shall project the number of  
44 annual days of sick leave at the beginning of the school year according to the estimated calendar  
45 months the employee is to work during that year. Sick leave benefits shall be paid on the basis of  
46 base hourly rate applicable to the employee's normal daily work shift. Provided, however, that  
47 should an employee's normal daily work shift increase or decrease subsequent to an accumulation  
48 of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal





1 daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended  
2 on an hourly rather than a daily basis.

3  
4 The District shall comply with all laws and regulation arising from Inactivate 1433.

5  
6 **Section 9.1.1.1. Sick Leave Accrual for Substitute Employees.**

7 The District shall comply with all regulations related to Initiative 1433.

8  
9 **Section 9.1.2.**

10 In the event employees are absent for reasons which are covered by industrial insurance, the  
11 District shall pay the employee an amount equal to the difference between the amount paid the  
12 employee by the Department of Labor and Industries and the amount the employee would  
13 normally earn until sick leave is exhausted. A deduction shall be made from the employee's  
14 accumulated sick leave in accordance with the amount paid to the employee by the District.

15  
16 **Section 9.1.3. Verification of Sick Leave Use.**

17 Only when an employee exceeds five (5) days, may the District require verification that an  
18 employee's use of paid sick leave is for an authorized purpose. If the District requires an employee  
19 to provide verification from a health care provider identifying the need for use of paid sick leave  
20 for an authorized purpose, the District must not require that the information provided explains the  
21 nature of the condition. The verification must document that the employee has been cleared by the  
22 Healthcare Provider to return to work. If obtaining such verification results in extra expense to the  
23 employee, the District shall reimburse the employee up to \$75 for the cost of any medical fee or  
24 co-pay incurred by the employee as a result of obtaining the verification, upon submittal of a  
25 receipt. Mileage or travel costs are not subject to reimbursement.

26  
27 **Section 9.1.4. Sick Leave Attendance Incentive Program.**

28 Annually each employee may cash out the unused sick leave days he/she has accumulated that  
29 year (Jan. 1-Dec. 31) provided such employee has accumulated a minimum of sixty (60) days of  
30 such leave. The cash out shall be on a one (1) day's pay for four (4) day's sick leave, and shall not  
31 allow the employee to decrease his/her accumulation to less than sixty (60) days. The employee  
32 may cash out up to twelve (12) days per year on January 1 of each year.

33  
34 **Section 9.1.4.1.**

35 At the time of separation from the District due to retirement or death, the employee or  
36 his/her estate shall have all of his/her sick leave cashed out at the same one (1) for four (4)  
37 ratio.

38  
39 **Section 9.1.5. Sick Leave Sharing.**

40 Employees who have more than one hundred seventy-six (176) hours of sick leave shall be  
41 allowed to voluntarily share leave as long as they retain a minimum of one hundred seventy-six  
42 (176) hours of sick leave with a fellow employee who is in need and has run out of sick leave.  
43 Sick leave sharing will be administered in accordance with State Law (RCW 41.04.650, RCW  
44 41.04.665, RCW 28A.400.380, and WAC 391-126-004 to 392-126-104). All shared leave shall be  
45 donated on an hour-by-hour basis. Employees will only be deducted leave based on the exact  
46 hours they request to donate.



1 **Section 9.1.6. Substitute Employee Sick Leave.**

- 2 A. Each Substitute employee shall accrue one hour of paid sick leave for every forty (40) hours  
3 worked. A maximum of forty (40) hours of sick leave may be carried over into the following  
4 school year.  
5 B. Sick leave accrued while a substitute employee shall not be lost when the employee is hired as  
6 a regular full-time or part-time employee.  
7 C. When a substitute separates from employment, accrued sick leave cannot be cashed out,  
8 however, if the employee is rehired within twelve (12) months of separation, previously  
9 accrued unused sick leave shall be reinstated. Substitute employees do not have sick leave cash  
10 out rights and are not eligible to participate in sick leave incentive programs.  
11

12 **Section 9.1.7.**

13 Employees who have accrued sick leave while employed by another public school district in the  
14 State of Washington shall be given credit for such accrued sick leave upon employment by the  
15 District, per current State law.  
16

17 **Section 9.2. Bereavement Leave.**

18 Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by  
19 death to family. Family means any of the following:

- 20 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the  
21 employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age  
22 or dependency status.  
23 B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee  
24 or the employee's spouse or registered domestic partner, or a person who stood in loco  
25 parentis when the employee was a minor child.  
26 C. A spouse.  
27 D. A registered domestic partner.  
28 E. A grandparent.  
29 F. A grandchild.  
30 G. A sibling.  
31 H. Any employee's close personal friend.  
32

33 Such bereavement leave shall not be deducted from sick leave and may be taken in hourly increments.  
34 Bereavement leave is noncumulative. Any additional time must be approved by the Superintendent or the  
35 Superintendent's designee; provided, however, this shall not set a precedent.  
36

37 **Section 9.3. Personal Leave.**

38 Each employee shall be granted four (4) days of paid personal leave per year noncumulative. No more  
39 than two (2) employees may be absent from each building in each classification. If the District must hire a  
40 substitute to accommodate an employee's personal leave request, the employee may take personal leave  
41 in half or full day increments only.  
42

43 Unused personal days may be cashed out at the substitute rate of each employee's job classification on the  
44 Schedule A in the August pay period. No later than August 8 each year, 260-day employees must notify  
45 the District of their intent to either cash out unused personal days or have personal days for the month of  
46 August scheduled and approved by their Supervisor. Any unused personal days shall be automatically  
47 cashed out in the August paycheck.  
48

1 **Section 9.4. Maternity Leave.**

2 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such  
3 time as the employee, and her medical advisor, deem necessary as verified by a letter from employee's  
4 physician. Employees granted maternity leave must return to work not later than sixty (60) days following  
5 childbirth, unless the employee's physical condition does not permit her return, and then she must be  
6 allowed additional time. Maternity leave shall be unpaid except that the employee may claim sick leave  
7 benefits for temporary disabilities as stated below:

8  
9       Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and  
10 recoveries therefore, are, for all job-related purposes, temporary disabilities and shall be treated as  
11 such under sick leave.

12  
13 In accordance with State Law (RCW 41.04.650, RCW 41.04.665, RCW 28A.400.380, and WAC 391-  
14 126-004 to 392-126-104), maternity leave under normal pregnancy and delivery conditions does not  
15 qualify for Sick Leave Sharing.

16  
17 **Section 9.5. Paternity Leave.**

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

20  
21 **Section 9.6. Judicial Leave.**

22 In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's pay  
23 for each day of required presence in court. In the event that an employee is a party in a court action, such  
24 employee may request a leave of absence.

25  
26 **Section 9.7. Family Illness Leave.**

27 An employee is authorized to utilize sick leave for the following reasons: To provide care for a family  
28 member with mental or physical illness, injury, or health condition; care of a family member who needs  
29 medical diagnosis, care, or treatment of a mental or physical illness, injury or health conditions; or care  
30 for a family member who needs preventative medical care needed to provide care for a family member  
31 with a mental or physical illness, injury, or health condition. Family means any of the following:

- 32 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the  
33 employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or  
34 dependency status.
- 35 B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or  
36 the employee's spouse or registered domestic partner, or a person who stood in loco parentis when  
37 the employee was a minor child.
- 38 C. A spouse.
- 39 D. A registered domestic partner.
- 40 E. A grandparent.
- 41 F. A grandchild.
- 42 G. A sibling

43  
44 **Section 9.7.1. Emergency Leave.**

45 Emergency leave will be granted and will be deducted from sick leave. An emergency is defined  
46 as a problem that must have been suddenly precipitated and must be of such a nature that  
47 preplanning was not possible, and of a nature that preplanning could not relieve the necessity for  
48 the employee's absence.



1 **Section 9.7.2. Washington Paid Family and Medical Leave (PFML).**

2 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical  
3 Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible  
4 for this leave, employees must have worked a minimum of 820 hours within the qualifying period.  
5 Such leave shall be used concurrently (RCW 50A.04.250) with the employee's other leave  
6 entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall  
7 pay forty percent (40%) and the Employee shall pay sixty percent (60%) of the payroll premium  
8 required by law to fund this leave. The District shall use the state insurance as the carrier for  
9 PFML to ensure ongoing compliance with the law. When such leave is used for  
10 pregnancy/maternity disability, the District shall maintain its portion of health insurance benefits  
11 during periods of approved PFML.

12  
13 **Section 9.8. Leave of Absence.**

14  
15 **Section 9.8.1.**

16 Upon recommendation of the immediate supervisor through administrative channels to the  
17 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave  
18 of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due  
19 to extended illness, one (1) additional year may be granted.

20  
21 **Section 9.8.2.**

22 The returning employee will be assigned to the position occupied before the leave of absence.  
23 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
24 period of time, during which they shall be subject to all provisions of this Agreement. It shall be  
25 the responsibility of the employer to inform replacement employees of these provisions.

26  
27 **Section 9.8.3.**

28 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on  
29 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the  
30 employee is on leave of absence; provided, however, that if such leave is approved for extended  
31 illness or injury, seniority shall not accrue.

32  
33 **Section 9.8.4.**

34 Any employee who has requested a leave may cancel the request in writing prior to Board  
35 approval. No employee on leave may return early without District approval.

36  
37 **Section 9.9.**

38 When leave is requested, the District shall verbally respond to the employee's request within five (5) days  
39 from the date of application. Further, the District will confirm its response, in writing, in writing as soon  
40 as possible.



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**ARTICLE X**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 10.1.**

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

**Section 10.1.1.**

When two (2) or more employees' hire dates are the same, seniority rank shall be drawn by lot.

**Section 10.2.**

Each new hire shall remain in a probationary status for a period of not more than six (6) months following the hire date. During this probationary period the District may discharge such employee at its pleasure.

**Section 10.2.1.**

Probationary employees are considered bargaining unit employees subject to all rights and terms contained herein beginning with their first day of employment, subject to the terms of Section 10.2.

**Section 10.3.**

The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation.
- B. Discharge for justifiable cause.
- C. Retirement.
- D. Change in job classification designated in Article I, Section 1.1, within the bargaining unit, as hereinafter provided, except as provided for in Section 10.5.1.

**Section 10.4.**

Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident, industrial illness or judicial leave.
- 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.

**Section 10.5.**

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.1.

**Section 10.5.1.**

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

**Section 10.6.**

The employee with the earliest seniority date shall have preferential rights regarding shift selection and special services (including overtime). The employee with the earliest seniority date shall have preferential rights regarding promotions, assignments to new or open jobs or positions and layoffs when ability and





1 performance are substantially equal with junior or new employees. If the District determines that seniority  
2 rights should not govern because a junior employee possesses ability and performance substantially  
3 greater than a senior employee or senior employees, the District shall set forth in writing to the employee  
4 or employees and the organization's grievance committee chairperson its reasons why the senior  
5 employee or employees have been bypassed.

6  
7 **Section 10.7.**

8 Employees who change job classifications within the bargaining unit shall retain their seniority dates in  
9 the previous classification for a period of one (1) year, notwithstanding that they have acquired a new  
10 seniority date and a new classification.

11  
12 **Section 10.8.**

13 The District shall post in the work area and Toppenish School District Web Page for five (5) working  
14 days, the availability of open positions as soon as possible after the District is aware of the opening. A  
15 copy of the job posting shall be forwarded to the President of the Association. All applications for open  
16 positions in the District shall be made with the Superintendent of Schools. All such applications shall be  
17 made within five (5) working days of the posting of said vacancies or new positions. Probationary  
18 employees are considered bargaining unit employees subject to all rights and terms contained herein  
19 beginning with their first day of employment, subject to the terms of Section 10.2. All one hundred-eighty  
20 (180) day or less employees, who are interested in having summer postings mailed to their homes, must  
21 place their name and address on a list in the administration office.

22  
23 **Section 10.8.1.**

24 In order to minimize the domino effect in filling open positions, in a classification, the District  
25 may expedite the filling of open positions by notifying and awarding the positions to senior  
26 (interested) employees directly.

27  
28 **Section 10.9.**

29 In the event of a reduction in force, the employees subject to the reduction in force will be placed on a re-  
30 employment list maintained by the District. The re-employment list will show the seniority and/or ranking  
31 of each listed employee. Employees subject to the reduction in force are to have priority in filling an  
32 opening in the classification that the employee held immediately prior to the reduction in force, unless  
33 employees with more seniority apply for the same opening. Should an employee with more seniority  
34 apply for and be hired for said opening, the employee with less seniority can apply for the position  
35 vacated by the senior employee, unless the senior employee's position is eliminated by the District.  
36 Employees shall remain on the re-employment list for sixteen (16) months.

37  
38 **Section 10.9.1.**

39 If the District determines that a reduction in force is necessary, formal written notice will be  
40 provided to the Association in order to coordinate bargaining on the impacts of the reduction in  
41 force.

42  
43 **Section 10.10.**

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

1 **Section 10.11.**

2 An employee shall forfeit rights to reemployment as provided in Section 10.9. if the employee does not  
3 comply with the requirements of Section 10.10., or if the employee does not respond to the offer of  
4 reemployment within five (5) days receipt of notification.  
5

6 **Section 10.12.**

7 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued  
8 benefits; provided that such employee is offered a position substantially equal to that held prior to layoff.  
9

10 **Section 10.13.**

11 Transfer of previous benefits by classified employees from one School District to another in the State of  
12 Washington shall be according to current and prevailing state statute.  
13  
14  
15

16 **ARTICLE XI**

17 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**  
18  
19

20 **Section 11.1.**

21 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of  
22 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the  
23 District has reason to discipline an employee, it shall be done in private. The following progression of  
24 employee discipline shall generally be followed: Oral warning, written reprimand, suspension,  
25 termination. Misconduct of a serious nature may result in omitting any of the progressive discipline steps.  
26

27 **Section 11.1.1. Investigatory Interviews/Disciplinary Actions.**

28 In the event formal investigatory interviews are to be conducted, each employee has the right to  
29 the following information prior to such interview:

- 30 A. Written notice twenty-four (24) hours [one (1) workday] prior to any meeting.  
31 B. Written notice of allegations if any or topic of the investigation.  
32

33 **Section 11.2.**

34 Should the District decide to not re-employ any non-annual employee, the employee shall be so notified  
35 in writing prior to the expiration of the school year.  
36

37 **Section 11.3.**

38 Nothing contained herein shall be construed to prevent the District from discharging an employee for acts  
39 of misconduct occurring after the expiration of the school year.  
40

41 **Section 11.4.**

42 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees  
43 two (2) weeks' notice of intention to discharge, except in disciplinary cases.  
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**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1. School Employees Benefits Board (SEBB).**

The insurance plans currently in effect as of 8/30/2019 shall remain in effect without change until 12/31/2019. Beginning January 1, 2020, and each year thereafter, the employer agrees to 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).

**Section 12.1.1. SEBB Information.**

The District shall 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.

**Section 12.1.2. SEBB Eligibility.**

The District shall follow SEBB eligibility rules for employees who are anticipated to work six hundred thirty (630) hours or more per school year.

**Section 12.1.3. Additional Programs.**

Since State law and SEBB do not provide these optional insurance plans, the District agrees to provide all eligible employees access to the following optional plan: VEBA (Voluntary Employees Benefits Association)

**Section 12.2.**

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

**Section 12.3.**

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

**Section 12.4.**

The District shall make contributions to provide unemployment benefits for all employees subject to this Agreement as required by law.

**Section 12.5.**

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 (as per State requirement).

**Section 12.6.**

The District shall pay the cost of physicals required of the transportation employees, which are not covered and paid by the employees insurance. The District has the right to designate the examining physician.



1 **Section 12.7.**

2 The District will provide a two thousand dollar (\$2,000.00) fund annually for the purpose of settling  
3 personal property claims. Such fund is non-accumulative. The Toppenish PSE shall appoint two (2)  
4 members and the District shall appoint one (1) member to oversee utilization of this fund.

5  
6 **Section 12.8.**

7 The District agrees to pay one hundred percent (100%) of the Health Care carve-out for K-12 retirees.  
8  
9

10  
11 **ARTICLE XIII**

12  
13 **MAINTENANCE OF MEMBERSHIP AND CHECKOFF**

14  
15 **Section 13.1. Dues.**

16 The Association, which is the legally recognized Exclusive Bargaining Representative of the classified  
17 staff as described in the recognition clause of the Agreement, shall have the right to have deducted from  
18 the salary of members of the Association (upon receipt of a written authorization form), an amount equal  
19 to the fees and dues required for membership in the Association.

20 The parties recognize that each employee has the right to become a member of the Association and the  
21 District will not discriminate, restraint, retaliate, coerce, or interfere against any employee in that process.  
22

23 **Section 13.2. Authorizations and Revocations.**

24 An employee's written, electronic, or recorded voice authorization to have the District deduct  
25 membership dues from the employee's salary must be made by the employee to Public School Employees  
26 of Washington/SEIU Local 1948 (PSE). If the District receives a request for authorization of deductions,  
27 the District shall as soon as practicable forward the request to PSE.  
28

29 Upon receiving notice of the employee's authorization from PSE, the District shall deduct from the  
30 employee's salary membership dues and remit the amounts to the Treasurer of Public School Employees  
31 of Washington/SEIU Local 1948, by the first Monday following payroll.  
32

33 The employee's authorization shall remain in effect until expressly revoked by the employee in  
34 accordance with the terms and conditions of the authorization. An employee's request to revoke  
35 authorization for payroll deduction must be in writing and submitted by the employee to Public School  
36 Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the  
37 authorization. Revocations will not be accepted by the District if the authorization is not obtained by the  
38 employee to PSE. After the District receives confirmation from the exclusive bargaining representative  
39 that the employee has revoked authorization for deductions, the District shall end the deduction effective  
40 on the first payroll after receipt of the confirmation. The District shall rely on information provided by the  
41 exclusive bargaining representative regarding the authorization and revocation of deductions.  
42

43 **Section 13.3. Member Lists.**

44 The District shall provide PSE a monthly bargaining unit list transmitted electronically to  
45 [membership@pseofwa.org](mailto:membership@pseofwa.org) and Association President or other designee, containing every bargaining unit  
46 employee's; name, employee number, classification, job title, work location, personal phone number,  
47 address, work e-mail address, hourly rate of pay, hours worked, gross pay, and union dues paid. The  
48 District may report this information along with the monthly dues remittance report.

1  
2 The District will provided PSE a monthly bargaining unit list transmitted electronically, listing bargaining  
3 unit employees who are hired, rehired, reinstated, transferred into or out of the bargaining unit,  
4 reclassified, promoted, downgraded, placed on leaves of absence of any type including disability, placed  
5 on layoff, separated (including retirement), added to or deleted from the bargaining unit. This report will  
6 include each listed bargaining unit employee's name, employee number, job title, work location,  
7 personnel action, and reason.  
8

9 **Section 13.4. New Employee Orientations.**

10 The District shall provide PSE at least ten (10) days' notice of any New Employee Orientation, and within  
11 48 hours in advance of the orientation shall provide an electronic list of expected participants.  
12

13 The District shall provide PSE no less than thirty (30) minutes to make a presentation during each New  
14 Employee Orientation. District representatives shall not be present during PSE's presentation. PSE shall  
15 have the right to distribute materials, such as PSE new hire packets, at the Orientation. In the event that  
16 the District does not provide such an orientation, the District shall provide the Association President  
17 and/or designee no less than thirty (30) minutes to meet with new employees during the Employee's paid  
18 work time.  
19

20 **Section 13.5. New Hire Packets.**

21 The District, at the time of hire, shall provide all bargaining unit employees a PSE new hire packet, to be  
22 furnished by PSE.  
23

24 **Section 13.6. New Hire Notification.**

25 The District will notify the Association of all new hires governed under this agreement within six (6)  
26 working days of the hire date. At the time of hire, the District will inform the new hire of the terms and  
27 conditions of this Article. The District shall provide PSE electronic notification of the name, address,  
28 phone number, classification, job title, work location, and work email address of all newly hired  
29 bargaining unit employees.  
30

31 **Section 13.7. Checkoff.**

32 The employer shall deduct PSE State dues and local Association dues from the pay of any employee who  
33 authorized such deductions in writing pursuant to RCW 41.56.110. The employer shall transmit all such  
34 funds deducted to the Treasurer of Public School Employees of Washington/SEIU Local 1948.  
35 Transmissions will include payments and an electronic list of all represented employees with deduction  
36 amounts. Transactions will be received by the first Monday following payroll. Submissions are to include  
37 all employees covered by the Collective Bargaining Agreement. A dues remittance from needs to  
38 accompany the payment every month and include membership status changes. Each year, the Chapter  
39 shall notify the District of the amount of local dues for the year.  
40

41 **Section 13.8. Political Action Committee (COPE).**

42 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
43 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
44 voluntarily chooses for deduction for political purposes and shall transmit the same to PSE/SEIU Local  
45 1948 on the Union dues transmittal check. The employee may revoke the request at any time by notifying  
46 PSE/SEIU Local 1948 in writing.  
47  
48



1 **Section 13.9. Hold Harmless.**

2 The Association agrees to defend and hold the District harmless against any legal action brought against  
3 the District in reference to valid membership.  
4  
5  
6

7 **ARTICLE XIV**

8 **GRIEVANCE PROCEDURE**

9  
10  
11 **Section 14.1.**

12 A claim by an employee or the Association that there has been a violation, misinterpretation or  
13 misapplication of any provision of this Agreement may be processed as a grievance as hereinafter  
14 provided.  
15

16 **Section 14.2.**

17 In the event an employee believes there is a basis for a grievance, the employee may first discuss the  
18 alleged grievance with his/her building principal or other appropriate supervisor either personally or  
19 accompanied by his/her Association representative. However, the exhaustion of the informal procedure is  
20 not a condition precedent in invoking the formal grievance procedure.  
21

22 **Section 14.2.1. Step I.**

23 The grievant may invoke the formal grievance procedure through the Association on the grievance  
24 form, which will be available from the Association representative in each building. A copy of the  
25 grievance form shall be delivered to the principal or appropriate supervisor. If the grievance  
26 involves more than one school building, it may be filed with the Superintendent, or a  
27 representative designated by the Superintendent. A grievance must be filed within twenty-five (25)  
28 school days of the occurrence of which he/she complains or twenty-five (25) school days of the  
29 time when the grievant learned of the occurrence, of which he/she complains, whichever is later.  
30

31 **Section 14.2.1.1. Step I. Reply.**

32 Within five (5) school days of receipt of the written grievance, the principal or appropriate  
33 supervisor shall meet with the Association in an effort to resolve the grievance. The  
34 principal or appropriate supervisor shall indicate his/her disposition of the grievance in  
35 writing within ten (10) school days of such meeting and shall furnish a copy thereof to the  
36 Association.  
37

38 **Section 14.2.2. Step II.**

39 If the Association is not satisfied with the disposition of the grievance, or if no disposition has  
40 been made within five (5) school days of such meeting or ten (10) days from date of filing,  
41 whichever shall be later, the grievance shall be transmitted to the Superintendent. Within five (5)  
42 school days the Superintendent or his/her designee shall meet with the Association on the  
43 grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school  
44 days of such meeting and shall furnish a copy thereof to the Association.  
45

46 **Section 14.2.3. Step III.**

47 If the Association is not satisfied with the disposition of the grievance by the District at Step II or  
48 if no disposition has been made within ten (10) school days after the Association has first met with



1 the Superintendent, the grievance, only at the option of the Association, may be submitted before  
2 an impartial arbitrator. The Association shall exercise its right of arbitration by giving the  
3 Superintendent written notice of its intention to arbitrate within twenty (20) school days of receipt  
4 of the written disposition of the Superintendent.  
5

6 If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification  
7 date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration  
8 Association in accord with its rules, which rules shall likewise govern the arbitration proceeding,  
9 except as provided in "Jurisdiction of the Arbitrator". The District and the Association shall not be  
10 permitted to assert in such arbitration proceeding any ground rule, except as provided in  
11 "Jurisdiction of the Arbitrator", or to rely on any evidence not previously disclosed to the other  
12 party. The decision of the arbitrator shall be final and binding upon both parties.  
13

14 **Section 14.3. Arbitration Costs.**

15 Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any,  
16 shall be shared equally by the parties.  
17

18 **Section 14.4. Jurisdiction of the Arbitrator.**

19 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The  
20 arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the  
21 grievance form. The arbitrator shall not substitute his knowledge for the expressed provisions of the  
22 contract under question. Upon request of either party, the merits of a grievance and the substantive and  
23 procedural arbitrability issues arising in connection with the grievance may be consolidated for hearing  
24 before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance  
25 prior to having heard the merits of the grievance.  
26

27 **Section 14.5.**

28 The decision of the arbitrator may be entered in any court of competent jurisdiction should either party  
29 fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of  
30 competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the  
31 full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other  
32 related expenses incurred as a result of defending such action.  
33

34 **Section 14.6. Time Limits.**

35 The time limits provided in this Article shall be strictly observed unless extended by written agreement  
36 of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best  
37 efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.  
38 Failure of the Association to proceed with its grievance within the time hereinbefore provided shall result  
39 in the dismissal of the grievance. Failure of the District or its representatives to take the required action  
40 within the times provided shall entitle the Association to proceed to the next step on the grievance  
41 procedure.  
42

43 **Section 14.7. Grievance and Arbitration Hearings.**

44 All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place  
45 which will afford a reasonable opportunity for all parties entitled to attend to be present, including any  
46 and all witnesses.  
47



1 **Section 14.8. Individual Complaints.**

2 If an individual employee has a personal complaint, which he/she desires to discuss with the supervisor,  
3 he/she is free to do so without recourse to the grievance procedure. However, no complaint shall be  
4 adjusted without prior notification to the Association and opportunity for an Association representative to  
5 be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this  
6 Agreement. In the administration of the grievance procedure, the interest of the employee shall be the sole  
7 responsibility of the Association.  
8

9 **Section 14.9. Continuity of Grievance.**

10 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be  
11 processed through the grievance procedure until resolution.  
12

13 **Section 14.10. Election of Remedy.**

14 Any matter which has an alternate form of resolution (Superior Court, PERC, OCR, etc.) may be utilized  
15 by the employee or the Association in place of arbitration, but in no case will arbitration be allowed or  
16 utilized in addition to alternative remedies such as those selected above.  
17  
18  
19

20 **ARTICLE XV**

21 **SALARIES AND EMPLOYEE COMPENSATION**

22 **Section 15.1.**

23 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.  
24

25 Salary increases retroactive by three (3) months to December 1, 2021, of employee's base contract  
26 pay/compensation only and will be reflected in their March 2022 warrant. Additional work that was done  
27 and paid on a separate timesheet will not be included in the retroactive pay.  
28  
29  
30

31 **Section 15.2.**

32 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
33 classified salary schedule attached hereto and by this reference incorporated herein.  
34

35 **Section 15.3.**

36 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this  
37 Agreement; provided, the employee was hired prior to April 1.  
38

39 **Section 15.4.**

40 Any employee required to travel from one site to another in a private vehicle during working hours shall  
41 be reimbursed for such travel on a per-mile basis as per current District rate, but not less than the  
42 prevailing State rate.  
43

44 **Section 15.5.**

45 Employees required to remain overnight on District business shall be reimbursed for room and board  
46 expenditures. All compensated expenses shall be approved by the District Superintendent.  
47



1 **Section 15.6.**

2 If the District requires special work uniforms, the cost shall be borne by the District.

3  
4 **Section 15.7.**

5 An employee who bids and is awarded a job in a different classification within the unit, shall be  
6 compensated in accordance with their longevity on the new salary scale or go to the step in the different  
7 classification that guarantees a minimum raise whichever is higher. Should an employee bid on and is  
8 awarded a job in a higher classification outside of their unit, they shall go to the step in the different  
9 classification that guarantees a minimum raise.

10  
11 **Section 15.8.**

12 Per Federal Motor Carriers Safety Administration, all medical/physical exams must be conducted by a  
13 National Registry of Certified Medical Examiners. The District will provide a list of D.O.T. physicians  
14 that direct bill the District. If an employee chooses to use another D.O.T. physician, the District will  
15 reimburse up to one hundred fifty dollars (\$150.00) to the employee.

16  
17 **Section 15.9.**

18 The District will pay for one (1) Paraeducator Assessment test per employee, for employees required to  
19 meet the “No Child Left Behind” legislation. (Pursuant to federal statute, employee will be defined as  
20 person who was employed by the District prior to January 8, 2002.)

21  
22 **Section 15.10. Employee Credentials & Licenses.**

23 The District shall pay the cost of renewing continuing C.D.L., food handlers cards, and pesticide  
24 applicator license for current employees who hold such licenses or certificates.

25  
26 **Section 15.11. Bilingual Employees.**

27 Employees who have become a certified translator (Spanish Translation) by passing the DSHS language  
28 testing and certification (LTC) program exam earn an additional one dollar (\$1.00) per hour applied to  
29 their base wage.

30  
31 **Section 15.12.**

32 Substitutes who work more than thirty (30) days in any one school year will be moved from the  
33 “Probation Rate” to the first year 1 rate of pay on Schedule A as long as they continue to substitute for the  
34 Toppenish School District. Should a substitute employee be hired as a regular employee and was  
35 receiving the year one (1) rate of pay, they shall continue to be compensated at the Year one (1) rate of  
36 pay during their probationary period. All subsequent step increase shall be based on the date they were  
37 hired as a regular employee.

38  
39 **Section 15.13. Direct Deposit.**

40 Employees hired after the execution of this contract shall be paid in twelve (12) monthly installments.  
41 Payroll checks shall be issued to the employee on the last day of the month by direct deposit. However, if  
42 the last day of the month falls on a weekend or holiday, all checks will be issued on the last District  
43 administrative workday. The District will inform new hires of this policy during orientation.

44  
45 Employees hired before execution of agreement shall continue to have the option of direct deposit or  
46 paycheck.



ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1.

The term of this Agreement shall be September 1, 2021 to August 31, 2024.

Section 16.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement when executed, except those provisions, which are negotiated and changed annually.

Section 16.3.

This Agreement may be reopened at any time during the term of this agreement with prior written consent of both parties including but not limited to the impact of any legislation enacted or that takes effect or sunsets, following the execution of this agreement.

Section 16.4.

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

Section 16.5.

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

Section 16.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 16.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

TOPPENISH CHAPTER

BY: Mandy Allen, Chapter President

DATE: 3/23/22

TOPPENISH SCHOOL DISTRICT #202

BY: John Cerna, Superintendent

DATE: 3.23.22



SCHEDULE A  
TOPPENISH PSE  
SEPTEMBER 1, 2021 – AUGUST 31, 2022

	Probation Rate 6 Months	1 year	2 Years	5 Years	10 Years	15 Years	20 Years	25 Years
<b>TRANSPORTATION UNIT</b>								
Drivers	\$21.78	\$24.11	\$24.19	\$24.26	\$24.32	\$24.45	\$24.60	\$24.72
Driver Trip Rate	\$19.46	\$19.46	\$19.46	\$19.46	\$19.46	\$19.46	\$19.46	\$19.46
Head Mechanic	\$26.73	\$29.49	\$31.46	\$31.53	\$31.60	\$31.73	\$31.86	\$31.98
Head Mechanic with Certification	\$27.07	\$29.82	\$31.79	\$31.86	\$31.93	\$32.06	\$32.19	\$32.32
Mechanic Helper/Driver	\$24.11	\$26.82	\$28.65	\$28.71	\$28.77	\$28.91	\$29.05	\$29.17
Mechanic Helper/Driver w/ split shift	\$24.67	\$27.38	\$29.21	\$29.27	\$29.33	\$29.48	\$29.61	\$29.78
Mechanic with Certificate	\$24.44	\$27.14	\$28.97	\$29.05	\$29.11	\$29.23	\$29.36	\$29.49
<b>Custodial-Maintenance-Utility Unit</b>								
Custodian	\$18.93	\$21.08	\$21.76	\$21.83	\$21.89	\$22.03	\$22.15	\$22.28
Custodian w/split shift	\$19.50	\$21.65	\$22.31	\$22.39	\$22.46	\$22.60	\$22.72	\$22.84
HVAC Technician	\$29.43	\$31.65	\$33.73	\$33.78	\$33.86	\$33.98	\$34.11	\$34.24
Maintenance Technician	\$22.28	\$24.57	\$25.16	\$25.23	\$25.29	\$25.41	\$25.55	\$25.67
Utility	\$20.01	\$21.64	\$22.43	\$22.49	\$22.55	\$22.68	\$22.81	\$22.94
Head Grounds Keeper	\$22.28	\$24.57	\$25.16	\$25.23	\$25.29	\$25.41	\$25.55	\$25.67
Grounds Keeper	\$21.27	\$23.56	\$24.32	\$24.39	\$24.46	\$24.58	\$24.70	\$24.84
<b>Office Personnel Unit</b>								
Administrative Secretary	\$19.66	\$21.73	\$22.23	\$22.30	\$22.36	\$22.50	\$22.63	\$22.77
Administrative Secretary w/ Certification	\$19.87	\$21.94	\$22.44	\$22.50	\$22.58	\$22.71	\$22.86	\$22.99
Recruiter/MSRTS	\$18.46	\$20.38	\$20.87	\$20.93	\$20.99	\$21.13	\$21.27	\$21.39
Clerk/FS	\$18.46	\$20.38	\$20.87	\$20.93	\$20.99	\$21.13	\$21.27	\$21.39
Records Clerk	\$18.46	\$20.38	\$20.87	\$20.93	\$20.99	\$21.13	\$21.27	\$21.39
Register Bookkeeper	\$18.46	\$20.38	\$20.87	\$20.93	\$20.99	\$21.13	\$21.27	\$21.39
General Clerk	\$16.78	\$18.51	\$18.70	\$18.77	\$18.85	\$18.97	\$19.11	\$19.25
<b>Food Service Unit</b>								
Head Cook	\$17.81	\$19.60	\$19.96	\$20.03	\$20.10	\$20.23	\$20.35	\$20.50
Head Cook w/ Certification	\$18.09	\$19.87	\$20.23	\$20.29	\$20.35	\$20.49	\$20.61	\$20.75
Cook\Baker	\$16.56	\$18.25	\$18.70	\$18.76	\$18.82	\$18.94	\$19.08	\$19.21
Cook\Baker w/ Certificate	\$16.83	\$18.52	\$18.97	\$19.03	\$19.09	\$19.22	\$19.34	\$19.48
<b>Registered Nurse Unit</b>								
Registered Nurse	\$26.95	\$29.95	\$30.34	\$30.41	\$30.48	\$30.61	\$30.77	\$30.90
Licensed Practical Nurse	\$22.98	\$24.41	\$25.04	\$25.12	\$25.17	\$25.32	\$25.46	\$25.59
Certified Nursing Assistant/CMA	\$19.37	\$21.08	\$21.30	\$21.38	\$21.44	\$21.57	\$21.70	\$21.84
<b>Home Liaison Unit</b>								
Home Liaison	\$16.98	\$18.72	\$18.97	\$19.04	\$19.11	\$19.23	\$19.37	\$19.49
<b>Computer Lab Technician Unit</b>								
Computer Lab Technician	\$28.88	\$30.95	\$33.01	\$33.09	\$33.14	\$33.27	\$33.40	\$33.54
Computer Tech with AA degree in Computer Technology	\$29.21	\$31.28	\$33.35	\$33.41	\$33.49	\$33.61	\$33.75	\$33.87
Interpreter for the Deaf	\$21.79	\$24.18	\$24.81	\$24.90	\$24.96	\$25.10	\$25.23	\$25.37
<b>Paraprofessional Unit</b>								
College Credits								
0	\$15.65	\$17.13	\$17.39	\$17.46	\$17.52	\$17.66	\$17.79	\$17.92
15	\$16.43	\$18.01	\$18.30	\$18.37	\$18.43	\$18.57	\$18.69	\$18.82
30	\$16.93	\$18.60	\$18.84	\$18.91	\$18.97	\$19.10	\$19.24	\$19.36
45	\$17.50	\$19.21	\$19.43	\$19.50	\$19.56	\$19.70	\$19.83	\$19.96
60	\$18.05	\$19.76	\$19.97	\$20.03	\$20.10	\$20.22	\$20.36	\$20.49
<b>Paraprofessionals Assigned to Special Education, Nursing, Speech</b>								
College Credits								
0	\$16.87	\$18.46	\$18.74	\$18.81	\$18.89	\$19.03	\$19.17	\$19.31
15	\$17.71	\$19.41	\$19.72	\$19.79	\$19.87	\$20.01	\$20.14	\$20.28
30	\$18.25	\$20.05	\$20.31	\$20.38	\$20.45	\$20.59	\$20.73	\$20.87
45	\$18.86	\$20.70	\$20.94	\$21.02	\$21.09	\$21.23	\$21.37	\$21.51
60	\$19.45	\$21.30	\$21.53	\$21.59	\$21.66	\$21.80	\$21.94	\$22.08

**Essential Worker Pay:**

In the event that the District agrees to a stipend, bonus, or other essential worker pay to any other bargaining unit or employee group, the District will make the same payment to classified employees.

For 2021-2022, All Employee wages shall be increased by IPD + 2.5%

For 2022-2023, All Employee wages shall be increased by IPD + 2.0%

For 2023-2024, All Employee wages shall be increased by IPD + 1.5%





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**ADDENDUM "A"**

**FAMILY AND MEDICAL LEAVE**

- A. Under the terms of the Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay, and the District will continue to pay the employer portion of the medical insurance premium for up to twelve (12) work weeks, under the following conditions:
1. For the birth of a son or daughter, and to care for the newborn child;
  2. For placement with the employee of a son, or daughter for adoption or foster care;
  3. To care for the employee's spouse, son daughter or parent with a serious health condition; and,
  4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- B. The purpose of this act is to balance the demands of the workplace with the needs of families, promote the stability and economic security of families, and promote national interest in preserving family integrity.
- C. Consistent with FMLA and adoption regulations, eligible employees are entitled to request leave without pay for up to twelve (12) workweeks within a twelve (12) month period. The twelve (12) month period shall be defined as a fiscal year commencing September 1.
- D. All applicable paid leave available to the employee must be taken concurrently with any leave taken under the Federal Family and Medical Leave Act. (RCW 49.78.390). Leave will be applied as follows:
1. For the birth of a son or daughter, and to care for the newborn child.  
*(Use of Family Illness Leave - Section 5, and Maternity and Paternity Leave - Section 6, if applicable and as usage is defined in this agreement must be taken concurrently with FMLA leave.)*
  2. For placement with the employee of a son or daughter for adoption or foster care.  
*(Use of Adoption Leave - Section 7, if applicable, and as usage is defined in this agreement must be taken concurrently with FMLA leave.)*
  3. To care for the employee's spouse, son, daughter, or parent with a serious health problem.  
*(Use of Sick Leave - Section 1, Sick Leave Sharing - Section 2, and Family Illness Leave - Section 5, if applicable, and as usage is defined in this agreement must be taken concurrently with FMLA leave.)*
  4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job. *(Use of Sick Leave - Section 1, and Sick Leave Sharing - Section 2, if applicable, and as usage is defined in this agreement must be taken concurrently with FMLA leave.)*



1  
2 E. Leave may be taken intermittently to care for an ill spouse, child, parent, or for an employee's own  
3 illness if medically necessary. An employee needing intermittent FMLA leave must attempt to  
4 schedule their leave so as not to disrupt the District's operations.

5  
6 The District may temporarily assign the employee to an alternate position that better accommodates  
7 the employee's intermittent or reduced leave schedule. The employee will receive the same benefits  
8 and salary schedule placement.

9  
10 F. Employee Eligibility

- 11  
12 1. Must be employed by the District for at least twelve (12) months immediately prior to the start  
13 of the leave.  
14  
15 2. Must meet one (1) of the four (4) conditions listed above which apply equally to male and  
16 female employees.  
17  
18 3. FMLA leave may begin before the actual birth date of a child. The employee may request  
19 leave for prenatal care if her condition makes her unable to work.  
20  
21 4. FMLA leave is available for treatment for substance abuse-either for employee or for  
22 immediate family members, but only for treatment, not for absences due to use of substance.  
23  
24 5. The employee must notify the District of medical treatment and make a reasonable effort to  
25 schedule leave so as not to disrupt the District's operations.  
26  
27 6. Married employees who work for the District are both entitled to FMLA leave but it is limited  
28 to a total combined leave of twelve (12) weeks in any twelve (12) month period when the  
29 leave is for the birth/care of newborn, adoption or foster care placement. If leave is taken to  
30 care for a seriously ill spouse or child, married employees of the District may each take twelve  
31 (12) weeks of leave.

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33 G. Employee Notifications

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35 All requests for leave and any other notices regarding FMLA shall be in writing. The employee must  
36 provide thirty (30) days advance notice before leave is to begin if foreseeable or as soon as possible  
37 and practical. In the event of an emergency or situation beyond the control of the employee, the thirty  
38 (30) days advance notice will be waived.

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40 H. Medical Certification

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42 Employees wishing to apply for FMLA leave will be required to provide to the District Form WH-380  
43 "Certification of Health Care Provider" from the health care provider who is treating the employee or  
44 immediate family member.  
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I. Continuation of Health Benefits

An employee on FMLA leave is entitled to have health benefits maintained by the District while on unpaid leave, up to twelve (12) workweeks. If the employee is paying for dependent coverage prior to leave, the employee must continue to pay for their share of the premium costs.

If the employee's premium payment is more than thirty (30) days late, the District's obligation to maintain health insurance ceases. The District will give the employee written notice by certified mail that their premium payments have not been received and will wait fifteen (15) days after notification before canceling coverage.

The District may recover its share of premium payments if the employee does not return to work following FMLA leave unless the reason for not returning to work was outside the control of the employee.

J. Return to Work Provision

The employee has the right to return to the same position, or a position for which he/she is qualified if the same position is no longer available, with the same benefits, working conditions and salary schedule placement.

The employee must provide the District advanced notice of his/her return, if practicable. In the case of a medical leave, the employee will be required to provide substantiation from a health care provider certifying that he/she may return to work.

K. Compliance with Law

It is agreed that the above language tracks the current law. Should the law change, the parties shall meet to bring this provision into compliance with said change.

