

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Trout Lake School District #R-400

AND

Public School Employees of Trout Lake

SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

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

PREAMBLE

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

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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



Section 1.1.1.

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

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

Section 1.2.

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

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

ARTICLE II

RIGHTS OF EMPLOYER

Section 2.1.

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

Section 2.2.

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

Each employee shall be provided a copy of all material placed in his or her personnel file within five (5) days of its insertion and may review and copy the entire file upon request. All derogatory material contained in the file shall be removed at employee request and by mutual agreement no sooner than two (2) years after its placement in the file provided there is no further occurrence related to the original incident. Materials removed from an employee's file in such a manner shall not be considered in future disciplinary action. An employee may attach comments to any material that is a part of the personnel file.

At the District's discretion, materials that pertain to "boundary violation issues" may be kept in the personnel file beyond the two (2) year time limit aforementioned. Employees may request and receive copies of personnel file materials at no cost to the employee.

Section 3.4.

Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement who are members of a protected class as defined under current Federal and State law or on the basis of race, color, national origin, language, creed, religion, age, sex, sexual orientation including gender expression or identity, disability, or the use of a service animal by a person with a disability, marital status, honorably discharged veteran or military status with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically disabled person or others.

Section 3.5. Evaluations.

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

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

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

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

The evaluation form may be modified through mutual agreement between the District and Union.

Section 3.6. Workplace Safety.

Health and Safety protocols will be clearly communicated and provided in writing to all employees at each site. Each worksite will have a Safety committee with representation from each bargaining unit and District administration. Meetings will be conducted during work time and count as hours worked.

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1.

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

Section 4.2.

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

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

Section 4.3.

The District, as part of the general orientation of each new employee within the units subject to this agreement, shall provide such employee with a copy of this agreement to be furnished to the District by the local Union.

1 The Employer will provide *membership@pseofwa.org* and the Chapter President or their Designee
2 electronic notification of the name, address, personal phone number, classification, job title, work
3 location, and work and personal email address of all newly hired bargaining unit employees at least
4 three (3) workdays before they begin their first day on the job.

5
6 **Section 4.4.**

7 The Union reserves and retains the right to delegate any right or duty contained herein to appropriate
8 officials of the Public School Employees of Washington state organization.

9
10 **Section 4.5.**

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

15
16 **Section 4.6.**

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

20
21 **Section 4.7.**

22 The District recognizes the Union's right to have representative(s) on the school calendar committee
23 and agrees to ensure the Union's full participation.

24
25
26 **ARTICLE V**

27
28
29 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS**

30
31 **Section 5.1.**

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

38
39 **Section 5.2.**

40 It is further recognized that this agreement does not alter the responsibility of either party to meet with
41 the other party to advise, discuss or consult regarding matters concerning working conditions not
42 covered by this agreement.

ARTICLE VI

UNION REPRESENTATION

Section 6.1.

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

Section 6.2.

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

Section 6.3.

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

Section 6.4.

Employees who work swing or graveyard shift, with their supervisor's approval, may be allowed to attend PSE meetings for a maximum of ninety (90) minutes per meeting, provided that they shall complete their regular duties. PSE meeting time will not be paid.

ARTICLE VII

HOURS OF WORK

Section 7.1.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be waived by the employee. However, in an emergency situation, employees may be reassigned on a temporary basis without prior notice to serve the best interest of the District while in emergency status.

1 **Section 7.2.**

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

7 **Section 7.2.1.**

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

12 **Section 7.3.**

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

17 **Section 7.4.**

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

23 **Section 7.5.**

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

32 **PROVISIONS FOR TRANSPORTATION**

33 **Section 7.6. Established Routes.**

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

45 At the annual driver's meeting, prior to the beginning of each school year, drivers will bid on their
46 routes on the basis of seniority. New or vacated routes that occur during the school year will be posted
47 at the time of opening.
48

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

3
4 **Section 7.6.1.**

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

7
8 **Section 7.7. Trips and Unassigned Trips.**

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

11
12 **Section 7.7.1.**

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

14
15 **Section 7.7.2.**

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

19
20 In the event an employee (who has a current CDL) drives a route or takes a trip during school
21 hours, and their primary job is in a classification other than Transportation, the employee shall
22 be paid the regular driver's rate of pay for driving and shall be paid at their primary job rate of
23 pay for trip off duty time (standby).

24
25 **Section 7.7.3.**

26 Extra trips will be bid according to rotating seniority. Any additional trips remaining will be
27 added to the rotation (Part B) and will be assigned according to rotation. If a trip is cancelled
28 and moved to another date, the original driver will remain with that trip.

29
30 Substitute Union drivers will be called before contacting non-Union substitute drivers.
31 Probationary drivers may be assigned to the trip rotation after successfully completing ninety
32 (90) days of probation or may be included in the rotation prior to 90 days at the discretion of
33 the superintendent.

34
35 **Section 7.7.4. Trip Definition.**

36 Trips are defined as follows:

37
38 Short Trips: Trips sixty (60) or less road miles from the school one way.

39
40 Long Trips: Trips more than sixty (60) road miles from the school one way.

41
42 Upon request, a route map shall be furnished. Additionally, the District will provide mutual aid
43 instructions to each trip driver.

44
45 **Section 7.8. Meals and Lodging.**

46 On overnight trips, meals and lodging will be provided by the District at the rate established by District
47 policy.

1 **Section 7.9. Duty Cycle.**

2 Nothing in this section shall be construed as limiting or altering the provisions of other sections of this
3 article. Drivers will be compensated at the regular driving rate whenever in an on-duty status. Standby
4 time will be paid according to the 'Trip Off Duty' rate on Schedule A.

5
6 **Section 7.9.1. On-Duty (Driving).**

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

9
10 **Section 7.9.2. On-Duty Standby.**

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

14
15 **Section 7.9.3. Off Duty.**

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

17
18 **Section 7.10.**

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

21
22 **Section 7.11. Drug Testing.**

23
24 **Section 7.11.1.**

25 As holders of commercial driver's licenses, bus drivers will be subject to random drug testing
26 in accordance with federal law and board policy.

27
28 **Section 7.11.2.**

29 An employee will only be subject to random drug testing on days on which they are expected to
30 provide bus driving services. If the random drug testing occurs during off duty hours, (for
31 example, at the end of the workday) the employee will receive compensation for the time
32 required and record the time on their time sheet.

33
34 **Section 7.11.3.**

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

36
37 **Section 7.11.4.**

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

40
41 **Section 7.11.5.**

42 Testing results shall remain confidential. Any written material or information associated with
43 such testing shall be retained in a secure, confidential file to which only the Superintendent or
44 the designees of such persons have access.

The District has a zero tolerance policy for employees reporting to work under the influence of drugs or alcohol. Drivers with a positive test result shall be subject to discharge from employment.

OVERTIME

Overtime assignments shall be made in accordance with the needs of the District. The District administration or its delegate retains the prerogative of determining the need for overtime assignments. Overtime shall be offered/assigned in seniority order within job classification. In the assignment of overtime, the District agrees to provide the employee with as much advanced notice as practicable under existing conditions.

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

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

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

ARTICLE IX

HOLIDAYS

Section 9.1.

Employees shall receive the following paid holidays that fall within their work year.

- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 8. Juneteenth (June 19)*** |
| 2. Martin Luther King's Birthday | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before Christmas |
| 5. Independence Day | 12. Christmas Day |
| 6. Labor Day | 13. Day after Christmas* |
| 7. Veterans' Day | 14. New Year's Eve Day** |

*Ten (10) month employees will receive the Day after Christmas in lieu of Labor Day only in years when school begins after Labor Day.

**Twelve (12) month employees only.

***If the holiday falls within the last week of school (Monday-Saturday), employees will be paid for the holiday.

Section 9.2. Worked Holidays.

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

Section 9.3. Holidays During Vacation.

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

ARTICLE X

LEAVES

Section 10.1. Leave For Illness, Injury, And Emergency.

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

will be paid in accordance with his or her normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

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

Section 10.1.1. Sick Leave Cashout.

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

Section 10.1.2. Leave Sharing.

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

Section 10.2. Bereavement Leave.

Five (5) days of leave shall be granted with pay for each instance of bereavement of an immediate family member. For the purpose of this item, immediate family is defined to include parents, siblings, spouse, children, grandchildren, grandparents, and the same relationships as related by marriage or any other person living in the employee's household. One (1) day of bereavement leave with pay shall be granted each year for the death of a close friend.

Section 10.3. Sick Leave.

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

'Relatives' or 'family members' are by RCW 49.12.265 as now existing or hereafter amended:

- "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is:
 - a) Under eighteen years of age; or
 - b) Eighteen years of age or older and incapable of self-care because of a mental or physical disability
- "Grandparent" means a parent of a parent of an employee.
- "Parent" means a biological or adoptive parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- "Parent-in-law" means a parent of the spouse or registered domestic partner of an employee.
- "Spouse" means a husband, wife, or registered domestic partner, as the case may be.
- Additionally included in this section, a sibling who is:
 - a) Under eighteen years of age; or

- b) Eighteen years of age or older and incapable of self-care because of a mental or physical disability
1. Illness of the employee (any illness extending beyond three (3) days must be verified in writing from the employee's physician or must be approved by the employee's immediate supervisor).
 2. Illness of members of an employee's household.
 3. Due to the lack of medical and dental facilities in the Trout Lake School District, sick leave will be granted for the purpose of doctor and dental appointments.

Section 10.4. Personal Leave.

Also granted are four (4) non-cumulative days of personal leave which must be pre-approved by the administration. Sick leave and personal leave for part-time employees will be granted as a prorated portion of that to which full-time employees are entitled.

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

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

Section 10.5. Parental Leave.

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

Section 10.6. Paid Family and Medical Leave (PFML).

The District shall annually notify employees about the benefits available under PFML. Employees may be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 total hours at any employer in Washington State within the qualifying period. Such leave may be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. Under PFML, eligible employees may receive up to sixteen (16) weeks of paid leave following the birth or adoption of their child. PFML may also be used to recover from a major surgery, illness, or injury, or to care for a family member with a serious health condition.

Employment Security will determine the employee's eligibility and benefit. Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.

Section 10.7. Court Leave.

Leave for court will be administered according to District policy.

1 **Section 10.8.**

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

3
4 **Section 10.9.**

5 Unpaid leaves of absence may be requested by classified employees for personal reasons. Each request
6 of this nature will be judged and granted on the merits of the request. All appropriate paid leave will be
7 exhausted before unpaid leave may be granted. Please contact the District office for more details.

8
9 **Section 10.10. Domestic Violence Leave.**

10 The District will provide leave in accordance with RCW 49.76 which allows victims of domestic
11 violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and
12 obtain health care. Such leave will be with or without pay at the employee's discretion; provided that
13 an employee must have available sick leave, vacation leave or similar paid leave available to receive
14 paid leave. Employees may also take reasonable leave to help a family member obtain needed
15 treatment or services. For this section, family members and persons in a 'dating relationship' to the
16 victim are defined by RCW 49.76.020 (1) as now existing or hereafter amended:

- 17 1) "Child," "Spouse," "Parent," "Parent-in-law", "Grandparent", and have the same meanings as
18 in RCW 49.12.265.
19 2) 'Dating relationship' has the same meaning as in RCW 7.105.010.

20
21
22
23 **ARTICLE XI**

24
25 **LEAVE OF ABSENCE**

26
27 **Section 11.1.**

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

31
32 **Section 11.2.**

33 The returning employee will not necessarily be assigned to the identical position occupied before the
34 leave of absence. However, provided a vacancy exists for which the employee is qualified, the

35
36 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the
37 request for leave of absence was approved.

38
39 **Section 11.3.**

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

Schedule A
Trout Lake School District
September 1, 2023 - August 31, 2024

<u>Years of experience</u>							<u>Longevity</u>			
Position	<u>Step 1</u> <u>Year 1</u>	<u>Step 2</u> <u>Year 2</u>	<u>Step 3</u> <u>Year 3</u>	<u>Step 4</u> <u>Year 4</u>	<u>Step 5</u> <u>Years 5-6</u>	<u>Step 6</u> <u>Years 7-10</u>	<u>After 10</u> <u>Years</u>	<u>After 15</u> <u>Years</u>	<u>After 20</u> <u>Years</u>	<u>After 25</u> <u>Years</u>
Bus Driver	\$24.20	\$25.35	\$26.47	\$27.06	\$28.21	\$28.50	\$30.22	\$32.21	\$34.31	\$36.57
Food Service Coordinator	\$20.74	\$21.77	\$22.70	\$23.22	\$24.19	\$24.42	\$25.90	\$27.63	\$29.41	\$31.34
Head Cook	\$16.90	\$17.72	\$18.49	\$18.90	\$19.70	\$19.90	\$21.11	\$22.49	\$23.98	\$25.54
Assistant Cook	\$16.35	\$17.15	\$17.89	\$18.30	\$19.07	\$19.26	\$20.45	\$21.76	\$23.18	\$24.71
Custodian	\$21.58	\$22.62	\$23.62	\$24.14	\$25.16	\$25.43	\$26.96	\$28.72	\$30.62	\$32.63
Grounds/Maintenance	\$23.86	\$25.00	\$26.12	\$26.69	\$27.81	\$28.09	\$29.77	\$31.76	\$33.83	\$36.07
Paraeducator	\$18.68	\$19.58	\$20.42	\$20.90	\$21.77	\$21.99	\$23.31	\$24.86	\$26.47	\$28.23
Administrative Secretary	\$25.39	\$26.61	\$27.78	\$28.42	\$29.60	\$29.91	\$31.71	\$33.79	\$36.00	\$38.37
School Secretary	\$21.97	\$23.05	\$24.06	\$24.59	\$25.62	\$25.89	\$27.46	\$29.24	\$31.17	\$33.19
Learning & Support Coordinator	\$21.97	\$23.05	\$24.06	\$24.59	\$25.62	\$25.89	\$27.46	\$29.24	\$31.17	\$33.19
Librarian	\$18.68	\$19.58	\$20.42	\$20.90	\$21.77	\$21.99	\$23.31	\$24.86	\$26.47	\$28.23
Office Assistant	\$17.75	\$18.63	\$19.45	\$19.89	\$20.74	\$20.92	\$22.19	\$23.64	\$25.20	\$26.86
Trip Off-Duty Rate*:	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$21.25	\$21.25	\$21.25	\$21.25	\$22.04
Employees moving from one classification to a different classification shall be placed on the same year step as the one they left. Placement shall be based on years with the District.										
Substitutes who meet the 30 day shift provision (Article I) will move from step 1 to step 2 on Schedule A.										
*Effective September 1, 2024, the 'Trip off-duty' rate on Schedule A will be increased by \$1.00 across the board, PROVIDED, it is not necessary to conduct layoffs due to lack of student enrollment as of such time.										

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF TROUT LAKE

BY: Amber Basch
Amber Basch, Chapter President

DATE: 9/8/23

TROUT LAKE SCHOOL DISTRICT #R-400

BY: Ken Beher
Chairman, School Board

DATE: 9/8/23

BY: Jerry Lewis
Jerry Lewis, Superintendent

BY: [Signature]
Vice Chair

BY: [Signature]
School Board Member

BY: Laurie Sherburne
School Board Member

BY: [Signature]
School Board Member

Memorandum of Understanding

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

- For the 2023-24 fiscal year, PSE of Trout Lake and the Trout Lake School District No. #R-400 agree to participate in the VEBA Trust Post-separation HRA Plan for eligible bargaining unit employees who retire or separate from service with sick leave cash-out rights pursuant to RCW 28A.400.210, VEBA Trust plan rules, and IRS regulations. Eligible employees must sign and submit to the District a hold harmless agreement as required by RCW 28A.400.210.

This Memorandum of Understanding shall become effective September 1, 2023; shall remain in effect until August 31, 2024; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF TROUT LAKE

BY: [Signature]

DATE: 9/28/23

TROUT LAKE SCHOOL DISTRICT #R-400

BY: [Signature]

DATE: 9-28-23



