

TA

For the Union

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Date

12/17/2021

For the District

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Date

12/17/21

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December 17, 2021
Toledo School District

Following is the District's package response to the PSE proposal of October 26, 2021. The following response is to form a successor, three-year Agreement.

Schedule A: (See 2021-2022 Attached.)

2021-2022 The District

- Adds 4% to the first step of each position except Secretary which is increased by 9%
- Standardizes step increases at 4% for each position
- Adds a Step 7 at .15 cents per hour
- Removes Paraeducator 1 and Paraeducator 3 pay rates – Paraeducators will be paid the same
- Increases Office Assistant hourly rates to be the same as Paraeducator hourly rates
- Schedule A will become effective ~~upon ratification and final signing of this successor Agreement~~ September 1, 2021

2022-2023 4% increase or the legislatively authorized and funded inflationary adjustment percentage for 2022-2023, whichever percentage is greater. (Steps 1 through 4)

2023-2024 The legislatively authorized and funded inflationary adjustment percentage for 2022-2023 (Steps 1 through 4)

1. Declaration of Principles

TA 12/17/21

Employees, managers, and supervisors will treat one another- regardless of position-with dignity, courtesy, trust, and respect. Disputes over the interpretation or application of this Declaration of Principles shall not be subject to the arbitration process of this Agreement

2. Section 1.2.

TA 10/26/21

The bargaining unit to which this agreement is applicable shall consist of all full-time and regular part-time classified employees in the Toledo School District, excluding supervisors, confidential employees in the job classifications of Custodial/Grounds/Maintenance, Secretary, Paraeducator, Bus Monitor, Event Manager, Social Interventionist, and Hearing Interpreter. Excluded from the bargaining unit are employees performing work in transportation, extra curricular, and other employees performing the same or similar duties, regardless of classification designation, in positions created during the term of this agreement.

3. New Section 2.6. Equity, Diversity, and Inclusion

Counter proposal

Classified staff will receive equity, diversity, inclusion, and cultural competency training as required by SB 5044. Such training will be scheduled by the District.

4. Section 3.3.

Counter proposal

Upon request, the District shall provide Public School Employees of Washington/SEIU Local 1948 with the name, position, hire date, and rate of pay of each employee. At the time of hire, the same information will be provided to the Association with respect to each newly hired employee.

TA

For the Union

Date 12/17/2021

For the District

Date 12-17-21

Section 3.3.1. Orientation

TA 10-5-21

~~Each employee hired during the term of this agreement will be provided with a copy of this agreement and specifically apprised of the Union security provisions contained herein. The Union agrees to provide copies of this agreement to the District.~~

~~The Union shall have up to thirty (30) minute orientation with new employees during an employee's regular work hours within ninety (90) days of the employee's start date. The orientation will be for the purpose of presenting information about the Union to the new employee. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect fees.~~

~~Attendance at such orientation by a new employee is voluntary (time will be paid). The Union is responsible for organizing the meeting.~~

5. **Section 3.4.**

Counter proposal

~~Section 3.4.~~

~~Each employee subject to this agreement, shall, as a condition of employment, maintain membership in the union in good standing during the period of this agreement.~~

~~Section 3.4.1.~~

~~The parties recognize that an employee should have the option of declining to participate as a Union member, yet contribute financially to the activities of the Union in representing him/her as an employee in the collective bargaining unit. Therefore, as an alternative to, and in lieu of membership requirements of Sections 3.4, an employee who declines membership in the Union shall pay to the Union each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the current agency fee determined and certified by PSE/SEIU Local 1948. This service charge shall be collected by the Union in the same manner as monthly dues.~~

6. **Section 3.5. New Hires**

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~~Nothing contained in this agreement shall require Union membership of employees who object to such membership based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member. Such employee shall pay through payroll deduction an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. The District shall remit the donation directly to the charity. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.~~

7. **Section 3.7. Dues**

TA 10/26/21

~~The District shall deduct PSE dues, service charges, or voluntary political contributions from the pay of all employees after authorization in writing. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.~~

~~The Employer will provide for payroll deduction of Association Dues and initiation fees upon authorization by the employee. The Association will provide the District the monthly amount of~~

TA
For the Union [Signature] Date 12/17/2021
For the District [Signature] Date 12-17-21

1 dues, certified by the secretary of the Public School Employees of Washington. Payroll deduction
2 authorization cards must be received by the Toledo School District by the 15th of the month to be
3 recognized as effective for that month. The District will transmit to PSE of Washington/SEIU
4 #1948 the total amount so deducted together with the list of names of the employees from whose
5 pay deductions were made. All refunds of such deductions which may be required to be made to
6 any employee shall be made by the Association, and the Association shall settle all questions, and
7 disputes between it and its members with reference to deductions or refunds of the like without
8 recourse to the District.

9
10 **Section 3.7.1.**

11 The District agrees to submit a report monthly along with its remittance of dues identifying each
12 employee by name, ~~social security number, position, gross salary,~~ location and dues amount
13 remitted.

14
15 **Section 3.7.2. Local Dues.**

16 The District shall deduct local chapter dues separately and remit all such funds to the local chapter
17 treasurer.

18
19 **Section 3.8. Dues Revocation**

TA/10/26/21

20 An employee's request to revoke dues authorization must be in writing and submitted by the
21 employee to PSE. Revocations will not be accepted by the employer if the authorization has not
22 been submitted to PSE by the employee. The District shall end the dues deduction effective the
23 first payroll after receipt of the confirmation that the employee has revoked dues authorization
24

25 **Section 3.9**

TA 10/5/21

26 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
27 orders, and/or judgments against the District on account of any check-off of Association dues,
28 services charges, or voluntary political contributions
29

30 **8. Section 3.68. COPE**

Counter proposal

31 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
32 deduct from the pay of such bargaining unit employee the amount of contribution the employee
33 voluntarily chooses for deduction for political purposes and shall transmit the same to Public
34 School Employees of Washington/SEIU Local 1948. The employee may revoke the request at any
35 time, provided the employee adheres to the revocation process required by the Public School
36 Employees of Washington/SEIU, Local 1948.
37

38 **9. Holidays**

39 **Section 8.1 Add Juneteenth as 10th holiday**

40 **Section 8.1.1. Add New Year's Eve day**

41 **Section 8.1.2**

42 Employees who are on the active payroll, and have worked or were on approved compensated leave
43 ~~either~~ their last scheduled day preceding the holiday ~~or~~ and their first scheduled shift succeeding
44 the holiday, shall be compensated for such unworked holiday.
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47 **10. Section 9.3 Personal Leave**

TA
For the Union [Signature] Date 12/17/2021
For the District [Signature] Date 12-12-21

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Each employee shall be entitled to (3) three days personal leave paid per year up to a maximum accumulation of (6) six days. Personal leave is not deducted from sick leave. Personal leave is not allowed the first (10) ten days and the last (10) ten days of the school year.

11. **Section 9.9 Paid Family and Medical Leave (PFML)** TA 10-5-21

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.

12. **(New) Section 9.9.1** TA 10-5-21

To be eligible for Paid Family and Medical Leave, employees must have worked a minimum of eight hundred and twenty (820) hours within the past calendar year. Such leave shall be used consecutively with an employee's accrued paid leave. The employee shall elect the order such leave shall be utilized. The District shall pay its required share of the payroll premium to fund this leave.

13. **New Section 9.11** Decline

14. **New Section 9.12 Substitute Employee Sick Leave Accrual** Decline

15. **Article X – Seniority and Layoff Procedure** TA 10/26/21

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 10.2.
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 1.2.

Section 10.3.
Each new hire shall remain on probationary status for a period of ninety (90) calendar days following the hire date. During this probationary period the District may discharge such employee at its sole discretion and such discharge shall not be grievable by the employee or the Association..

Section 10.4.
The seniority rights of an employee shall be lost for the following reasons:
A. Resignation;
B. Discharge for a sufficient cause;
C. Retirement; or
D. Change in job classification

Section 10.5.
Seniority rights shall not be lost for the following reasons.

TA

For the Union [Signature] Date 12/17/2021

For the District [Signature] Date 12-17-21

- A. Time lost by reason of industrial accident or industrial illness attributed to District employment or jury duty.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on authorized leaves.

Section 10.1.6.

TA 10/26/21

The employee with the earliest hire date within general job classification shall have preferential rights regarding shift selection and vacation periods. The employee with the earliest hire date within general job classification shall have preferential rights regarding promotions, new or open positions, reduction of hours and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance greater than a senior employee or senior employees, the District shall notify the senior employee of the decision. If a senior employee feels he/she has been aggrieved by the selection of a junior employee an appeal may be filed through the grievance procedure. The District will post available classified position openings in each district school and the administration office for five (5) working days.

Section 10.1.6.1

CCL

In the event an assignment or position is increased an hour or more a day per week from the previous school year, the position shall be opened and posted for bidding by seniority.

Section 10.1.6.2.

CCL

District employees assigned to a student specific position have preferential seniority rights pursuant to Section 10.1.6. if the student leaves the district.

Section 10.2.7.

TA 12/17/21

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Names shall remain on the reemployment list for two (2) years twenty four (24) months.

Section 10.2.7.1.

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

Section 10.2.7.2.

An employee shall forfeit rights to reemployment if the employee does not comply with the requirements of Section 10.2.7.2., or if the employee does not respond to the offer of reemployment within ten (10) working days after receipt of a certified letter informing the employee of an open position.

Section 10.2.7.3.

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

Section 10.2.7.4.

TA

For the Union

Date 12/17/2021

For the District

Date 12-17-21

All available classified position openings shall be posted in-house only when there are names on the reemployment list. In emergency situations involving program needs and upon mutual agreement of the union and the district, the five (5) working day posting requirement may be waived.

16. Section 10.4. Bumping

Decline

17. Section 12.1. Insurance Benefits.

TA 10-5-21

Employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a District contribution for their selected benefits.

The District will following employee eligibility rules and provide funding for bargaining unit member insurance premium cost as required by State law, the State Operating Budget, and the School Employee's benefit Board (SEBB).

~~A. The Union and the District shall jointly establish all insurance programs and name respective carriers.~~

~~B. The District shall contribute the full amount of the State insurance benefit allocation beginning annually September 1. The amount generated by the bargaining unit per 1440 hour FTE shall comprise the premium pool. This amount will be the number of FTE classified employees in the bargaining unit multiplied by the classified benefit factor multiplied by the State insurance benefit allocation. This factor adjusts the classified employee insurance FTE to the same base level as a certificated employee FTE (1,440 hours equals 1.0 FTE). Each eligible employee's insurance needs shall be paid from the premium pool for jointly established insurance programs to the extent of the unexpended balance of the pool. Costs in excess of the pool shall be borne by the individually affected employee(s). FTE for insurance purposes will be based on 1440 hours as 1.0 FTE. District will pay the retiree subsidy to the Health Care Authority as passed by the legislature.~~

~~C. Eligible employees shall have the option to enroll in insurance programs; however, such employees will be required to pay any excess cost for such insurance programs which are in excess of their prorated benefits. To be eligible an employee must hold a position(s) with a minimum of six hundred thirty (630) regularly scheduled work hours per year (e.g., 3.5 hours per day).~~

~~D. Approved insurance programs are those which are agreed to by the District and the Union.~~

~~Basic Insurance Programs~~

- ~~1. Dental Insurance—Mandatory~~
- ~~2. Vision—Mandatory~~
- ~~3. Basic Medical—Optional~~

~~Optional insurance premiums paid by employee~~

- ~~1. Cancer Insurance~~
- ~~2. Accident Insurance~~
- ~~3. Salary Insurance~~

TA

For the Union [Signature] Date 12/17/2021

For the District [Signature] Date 12-17-21

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~~**Section 12.1.1.**
Each eligible employee selecting medical benefit insurance coverage shall, pursuant to RCW 28A.400.280, pay a minimum premium charge. The minimum charge shall be one percent (1%) of the monthly medical premium. Said minimum charge shall be paid regardless of the impact of pooling.~~

~~**Section 12.1.2. QHDHP with HSA**
Eligible employees selecting the Qualified High Deductible Health Plan (QHDHP) with a Health Savings Account (HSA) may voluntarily contribute to the employee's HSA through payroll deduction. Any unused portion of an employee's state allocation will be used for pooling purposes and will not be used as a contribution to a HSA.~~

18. **Section 16.3 Para Training Section** TA
The District agrees to comply with State requirements regarding Paraeducator training.

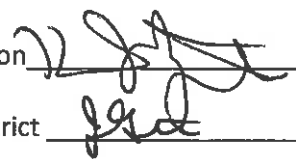
19. **(New) Article XVIII** Counter proposal
Section 18.1
Health and Safety protocols will be provided in writing to all employees at each site. The District will appoint a classified employee to the District Safety Committee. If meetings are not conducted on work time, employees will receive hourly compensation per Schedule A.

Section 18.2. Employee Assistance Program
The District will make available an Employee Assistance Program (EAP)

20. **Schedule A** Counter proposal

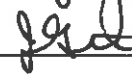
TA

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Date 12/17/2021

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Date 12.17.21

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**Schedule A
Toledo School District No. 237
2021-2022**

Schedule A for 2021-2022 will become effective upon ratification and final signing of this 2021-2024 successor Agreement.

2021-2022

	Year 1	Year 2	Year 3	Year 4	+15 <u>Year 7</u>	+15 Year 10+	+15 Year 20+
Building Custodian	18.78	19.38	19.93	20.52		20.68	20.82
	19.53	20.31	21.12	21.97	22.18	22.27	22.42
Percent increase over 2020-2021	4.0%	4.8%	6.0%	7.1%		7.7%	7.7%
Night Sweeper	17.32	17.65	18.39	18.92		19.10	19.26
	18.01	18.73	19.48	20.26	20.41	20.56	20.71
Percent increase over 2020-2021	4.0%	6.1%	5.9%	6.8%		7.6%	7.5%
Grounds Keeper	17.50	18.03	18.55	19.12		19.28	19.45
	18.20	18.93	19.69	20.47	20.62	20.77	20.92
Percent increase over 2020-2021	4.0%	5.0%	6.1%	7.1%		7.7%	7.6%
Seasonal Grounds Keeper	17.50	18.03	18.55	19.12		19.28	19.45
	18.20	18.93	19.69	20.47	20.62	20.77	20.92
Percent increase over 2020-2021	4.0%	5.0%	6.1%	7.1%		7.7%	7.6%
<u>Custodial/Maintenance/Grounds (Proposed wage)</u>	21.00	21.84	22.71	23.62	23.77	23.92	24.07
Building Secretary	17.51	18.42	19.21	20.23		20.36	20.52
	19.09	19.85	20.64	21.47	21.62	21.77	21.92
Percent increase over 2020-2021	9.0%	7.7%	7.4%	6.1%		6.9%	6.8%
Office Assistant	16.39	17.08	17.81	18.30		18.45	18.59
	18.21	18.94	19.70	20.48	20.63	20.78	20.93
Percent increase over 2020-2021	11.1%	11.0%	10.6%	11.9%		12.6%	12.6%
Para-1-Paraeducator/Library Aide	16.39	17.08	17.81	18.30		18.45	18.59
	18.21	18.94	19.70	20.48	20.63	20.78	20.93
Percent increase over 2020-2021	11.1%	11.0%	10.6%	11.9%		12.6%	12.6%
Para-2-Paraeducator	17.51	18.21	18.94	19.42		19.57	19.72
	18.21	18.94	19.70	20.48	20.63	20.78	20.93
Percent increase over 2020-2021	4.0%	4.0%	4.0%	5.5%		6.2%	6.8%
Para-3	18.63	19.33	20.06	20.55		20.69	20.84
Bus Monitor	13.83	14.36	14.89	15.41		15.55	15.69

TA

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12-17-21

	14.49	15.07	15.67	16.30	16.45	16.60	16.75
Percent increase over 2020-2021	4.8%	4.9%	5.2%	5.8%		6.8%	6.8%

Social Interventionist	24.01	24.48	24.98	25.48		26.00	26.52
Percent increase over 2020-2021	4.0%	6.1%	8.1%	10.2%		13.0%	7.6%

Hearing Impaired Interp/Brailist	31.47	32.89	34.37	35.38		35.72	36.01
Percent increase over 2020-2021	4.0%	4.0%	3.0%	4.0%		3.9%	4.0%

Event Manager	15.95	16.66	17.36	17.86		18.02	18.14
Percent increase over 2020-2021	4.0%	3.5%	3.3%	4.5%		5.2%	5.4%

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