

COLLECTIVE BARGAINING AGREEMENT BETWEEN
TOLEDO SCHOOL DISTRICT #237
AND
PUBLIC SCHOOL EMPLOYEES OF TOLEDO PSE
SEPTEMBER 1, 2017 - AUGUST 31, 2020



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

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 Toledo School District Number 237 (hereinafter "District") and the Public School Employees of Washington/SEIU Local 1948, through its local affiliate (hereinafter "Union"). 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 for all classified employees described in Section 1.2 of this agreement (hereinafter "employees").

Section 1.2.

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, 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.

Section 1.2.1. Substitutes.

Pursuant to PERC rules, substitute employees working thirty (30) days or more in a school year are recognized as regular part-time classified employees. Substitute positions are not posted. Substitutes are subject only to the terms of Article I and Schedule A. Substitute employees shall be paid the Year 1 wage rate. Substitute employees are eligible to participate in Washington State Public Employees Retirement System to the extent allowed by state law.

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ARTICLE II

RIGHTS OF EMPLOYEES

Section 2.1.

It is agreed that all employees subject to this agreement 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 in all such matters as authorized by law.

Section 2.2.

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 2.3.

Employees subject to this agreement have the right to have Union representatives or other persons present at discussions between themselves and supervisors or other representatives of the District.

Section 2.4.

Neither the District, nor the Union, shall discriminate against any employee subject to this agreement on the basis of race, creed, color, national origin, gender, sexual orientation including gender expression or identity, religion, age, marital status, honorably discharged veteran or military status, or the presence of a disability.

Section 2.5.

There shall be only one (1) official personnel file for each employee, to be kept in the District administration office. Each employee shall have the right to review the contents of his/her personnel file. During the review, an official or representative of the Union may be present, and the employee may initial and photocopy any material in the file, at District expense.

Section 2.5.1.

In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as of July 26, 1992, the District shall maintain a medical information file for each classified employee of the District which will be kept separate from the personnel file. Such file will contain such sensitive information as immunization history, health related cards, leave sharing information, and information on medical history, and/or medical releases, etc. This medical information file will insure confidentiality of sensitive information regarding the employee in the event of a federal and/or state audit.

Section 2.5.2.

Each employee shall be provided a copy of all material placed in his or her personnel file within ten (10) days of its insertion. An employee may attach comments to any material that is a part of the personnel file. Derogatory material contained in the file may be removed, upon request of the employee and with mutual agreement of the District, one (1) calendar year after its placement in the file.

Section 2.6.

Pursuant to RCW 28A.210.275, employees requested to administer medications or perform nursing services shall be provided training and shall have right of refusal without employer reprisal or

1 disciplinary action. Employees must receive the training before they are authorized to deliver the
2 service or medication. Such training will be provided as necessary on an ongoing basis to ensure that
3 the proper procedures are not forgotten because the services or medication are delivered infrequently.
4

5 **Section 2.7.**

6 The District will provide a safe working environment and provide appropriate training for employees
7 to prevent injury and/or illness. Employees should report in writing any suspected unsafe working
8 situations to their supervisors. Such employees will receive a written response in a timely fashion.
9

10 **Section 2.7.1.**

11 Paraeducators working with severe high needs students (e.g., behavior, diapering, toileting,
12 tube feeding, etc.) will be provided training and equipment to protect the employees from
13 injury or illness.
14

15 **Section 2.8.**

16 The primary purpose of installed video cameras is to maintain student discipline and safety. Video can
17 be used to supplement annual job performance evaluations, but will not be used for the annual
18 evaluation itself, and can be used for discipline follow-up and retraining purposes. Employees and
19 their authorized union representatives will be allowed to review the tape(s) of video camera(s) when
20 there is an issue of student or employee misconduct. Viewing of video will be done in such a manner
21 that the privacy of the employee and students are protected. The employee's permission will be
22 obtained before tapes are used for training purposes. The parties acknowledge that said videos are
23 public records and that employees will be notified before the District releases any video as required by
24 statute.
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28 **ARTICLE III**

29
30 **RIGHTS OF THE UNION**

31
32 **Section 3.1.**

33 The Union has the right and responsibility to represent the interests of all employees, to present its
34 views to the District on matters of concern either orally or in writing, and to enter collective
35 negotiations with the object of reaching an agreement applicable to all employees within the
36 bargaining unit. The Union shall be consulted with respect to the formulation, development, and
37 implementation of labor relations matters and practices which are within the authority of the District.
38

39 **Section 3.2.**

40 The Union shall promptly be notified by the employee of grievances brought by, or disciplinary actions
41 against any employee. The Union is entitled to have an observer at hearings conducted by any District
42 official or body arising out of any grievance and to make known the Union's views concerning the
43 case if requested by the employee.
44

45 **Section 3.3.**

46 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.

1 **Section 3.3.1.**

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

5
6 **Section 3.4.**

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

9
10 **Section 3.4.1.**

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

19
20 **Section 3.5.**

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

28
29 **Section 3.6. COPE (Committee on Political Empowerment).**

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

34
35 **Section 3.7.**

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

39
40 **Section 3.7.1.**

41 The District agrees to submit a report monthly along with its remittance of dues identifying
42 each employee by name, social security number, position, gross salary, and dues amount
43 remitted.

44
45 **Section 3.7.2. Local Dues.**

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

1 **Section 3.8.**

2 Representatives of the Union, upon making their presence known to the District, shall have access to
3 the District premises; provided that conferences or meetings between employees and Union
4 representatives will not be conducted during employee's normal work hours.
5

6 **Section 3.9. School Facilities and Equipment Use.**

7 The Union leadership shall have the right to use school facilities and equipment at reasonable times
8 when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all
9 materials and supplies incident to such use consistent with District policy.
10

11 **Section 3.10. Meeting Sites.**

12 The Union shall have the right to use District buildings for meetings and to transact official business
13 consistent with board policy for use of facilities.
14

15 **Section 3.11. Bulletin Boards.**

16 The District shall provide bulletin board space in each school for the use of the Union. The Union shall
17 have the right to post notices of its activities and matters of Union concern.
18

19 **Section 3.12. Intra-District Communication Services.**

20 The Union may use intra-district mail, or other communication services to communicate with classified
21 employees.
22

23 **Section 3.13.**

24 The District shall make available to the Union president via the District's website a copy of the board
25 agenda and any related documents before each school board meeting. The District shall make available
26 to the Union president a copy of the board minutes, as available, after each school board meeting.
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29 **ARTICLE IV**

30 **RIGHTS OF THE EMPLOYER**

31 **Section 4.1.**

32 It is expressly agreed that all rights which ordinarily vest in and are exercised by school districts,
33 except such as are expressly relinquished herein, are reserved to and shall continue to vest in the school
34 district. This shall include, this enumeration being merely by way of illustration and not by way of
35 limitation, the right to:
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- 39 a) manage the school district and address and direct the work force including the right to hire and
40 to suspend, discipline or discharge employees.
41 b) transfer employees to positions deemed appropriate.
42 c) layoff or relieve employees from duty because of lack of work or for other reasons.
43 d) make such operating changes as are deemed necessary for the efficient and economical
44 operation of the school district, including the right to change the normal work week, number of
45 hours normally worked during the work week, length of the normal work day, the hours of
46 work, the beginning and ending time of each shift or assignment, and the number of shifts to be
operated.
e) determine the qualifications of all employees and potential employees.

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ARTICLE V

UNION REPRESENTATION

Section 5.1.

The Union will designate a conference committee of three (3) members who will meet with the superintendent of the District and the superintendent's representatives on a mutually agreeable regular basis to informally discuss appropriate matters. These meetings shall not be construed as negotiating sessions.

Section 5.2.

Whenever any representatives of the Union or any employees are mutually scheduled by the parties to participate in conferences or meetings during their regular work shift, they shall be paid by the District their appropriate rate of pay.

ARTICLE VI

EVALUATIONS

Section 6.1.

Each employee's performance shall be evaluated annually by the employee's immediate supervisor. Bargaining unit members will not administer such evaluations.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The workweek will consist of Monday through Sunday.

Section 7.2.

Each employee shall be assigned by the District to a definite shift and workweek with designated times of beginning and ending, which normally will not be changed without prior notice to the employee of one (1) work week except upon mutual agreement.

Section 7.2.1. Meal Periods - Rest Periods.

- A. Employees shall be allowed a meal period of at least thirty (30) minutes which commences not less than two (2) hours nor more than five (5) hours from the beginning of the shift. Meal periods shall be paid when the employee is required by the Employer to remain on duty on the premises or at a prescribed work site, or when meal periods are frequently interrupted to undertake the Employer's business.

1 B. No employee shall be required to work more than five (5) consecutive hours without a
2 meal period.

3
4 C. Employees shall be allowed a rest period of not less than ten (10) minutes, on the
5 Employer's time, for each four (4) hours of work time. Rest periods shall be scheduled
6 as near as possible to the midpoint of the work period. No employee shall be required to
7 work more than three (3) hours without a rest period.

8
9 **Section 7.3.**

10 Employees required to work through their regular lunch periods will be given time to eat at a time
11 agreed upon by the employee and supervisor. In the event the supervisor requires an employee to
12 forego a lunch period and the employee works the entire shift, including the lunch period, the
13 employee shall be compensated for the foregone lunch period at their overtime rate of pay. An
14 employee working through their lunch period without prior authorization from their supervisor may be
15 subject to discipline.

16
17 **Section 7.4.**

18 Employees requested to work a shift regularly filled by a higher classification bargaining unit
19 employee shall be paid the higher classification's wage rate on the employee's current longevity step.

20
21 **Section 7.4.1.**

22 Classified personnel shall not substitute or cover for certified personnel except in an
23 emergency.

24
25 **Section 7.5.**

26 Employees shall be paid for attending staff meetings when their attendance is required by their
27 building administrator. All employees shall be paid for all hours in attendance at the start of school
28 staff meetings.

29
30 **Section 7.5.1.**

31 Employees serving on district and/or school committees shall be paid their regular wage rate
32 per hour for each committee meeting.

33
34 **Section 7.6. Overtime.**

35 Supervisors will assign overtime when needed.

36
37 **Section 7.6.1.**

38 All hours worked in excess of forty (40) hours in a work week shall be compensated at the rate
39 of one and one-half (1½) times the employee's regular pay. All overtime must have prior
40 approval from employee's supervisor. In compliance with federal and state FLSA rules, an
41 employee cannot voluntarily waive overtime pay or perform work that is part of their regularly
42 assigned duties without pay.

43
44 **Section 7.6.1.1. Compensatory Time Off.**

45 An employee assigned to a regular forty (40) hour per week work schedule may, at
46 his/her option, request compensatory time off in lieu of overtime pay. If granted,
compensatory time off, may be accrued; provided, however, that records shall be
maintained and there must be a reasonable expectation that the employee will be

1 provided an opportunity to expend the accrued time. Compensatory time off in lieu of
2 overtime pay as provided in this Article shall be accrued at the rate of one and one-half
3 (1½) hours for each hour worked. When a staff person reaches forty (40) hours of
4 accrued compensatory time off, he or she must be paid. Compensatory time off not
5 taken by the last day of August will be paid to the employee at the appropriate rate in
6 September.

7
8 **Section 7.6.2.**

9 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th)
10 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.
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13 **ARTICLE VIII**

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15 **HOLIDAYS AND VACATIONS**

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18 **Section 8.1. Holidays.**

19 All employees shall be entitled to the following paid holidays:

- 20
21 1. Labor Day
22 2. Veterans' Day
23 3. Thanksgiving Day
24 4. Day after Thanksgiving
25 5. Christmas Day
26
27 6. New Year's Day
28 7. Martin Luther King Day
29 8. Presidents' Day
30 9. Memorial Day

31 **Section 8.1.1.**

32 All year-round, twelve (12) month employees will also be entitled to the following paid
33 holidays: Christmas Eve Day and Independence Day.
34

35 **Section 8.1.2. Unworked Holidays.**

36 Employees who are on the active payroll, and have worked or were on approved compensated
37 leave either their last scheduled day preceding the holiday or their first scheduled shift
38 succeeding the holiday, shall be compensated for such unworked holiday.
39

40 **Section 8.1.3. Worked Holidays.**

41 Employees who are required to work on the above described holidays shall receive the pay due
42 them for the holiday, plus one and one-half (1½) their regular rate for all hours worked on such
43 holidays.
44

45 **Section 8.1.4. Holidays during Vacation.**

46 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
47 take one extra day of vacation with pay in lieu of the holiday as such.
48

Section 8.1.5. Holidays on Weekends.

A holiday which falls on a Sunday shall be treated as falling on the next workday. A holiday
which falls on a Saturday shall be treated as falling on the nearest preceding workday.

1 **Section 8.2. Vacations.**

2 All regular employees, on a full-time basis (10-month or more), will be entitled to one (1) week
3 vacation after the first year of employment, two (2) weeks paid vacation after the second year, and
4 three (3) weeks after five (5) years of employment with the District. Employees on an eight (8) hour
5 day for more than 181 days and less than ten (10) months will be entitled to one (1) week of paid
6 vacation per year.

7
8 **Section 8.2.1.**

9 Denial of an employee's request to take accrued vacation automatically extends the accrual
10 period for the requested vacation for an additional year.
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14 **ARTICLE IX**

15 **LEAVES**

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18 **Section 9.1. Sick Leave.**

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20 **Section 9.1.1.**

21 Each employee shall be granted leave with full pay to be used for absence due to physical
22 disability, including that caused by pregnancy, childbirth and recovery therefrom, illness and
23 injury. All absences (physical disability, illness, injury, and emergency) shall be deducted from
24 the employee's accumulated sick leave. Employee calculations for sick leave are twelve (12)
25 days multiplied by the hours worked per day. In accordance with statute, unused sick leave
26 shall accumulate to the maximum allowed by law. The District shall provide each employee
27 with an accounting of his/her accumulated sick leave. Each employee shall be eligible to be
28 excused from work because of certain personal emergencies. The determination of emergency
29 relief from work will be determined by the immediate supervisor based on information supplied
30 by the employee. The supervisor shall inform the employee as soon as possible if the absence
31 will qualify for a personal emergency. Employees absent from work without approval of a
32 supervisor will be considered as an unexcused absence. Unexcused absence may be subject to
33 disciplinary action.
34

35 **Section 9.1.2.**

36 Employees who have accrued sick leave while employed by a public school district,
37 educational agency, or institute of higher learning in the state of Washington shall be given
38 credit for such accrued sick leave upon employment by the District.
39

40 **Section 9.1.3. State Family Leave.**

41 Each employee shall be eligible to use a choice of accrued sick leave or other paid leave for
42 absences caused by an employee's child under the age of eighteen (18) with a health condition
43 that requires treatment or supervision, a child of the employee who is over the age of eighteen
44 (18) who is incapable of self-care; or a spouse, parent, step-parent, grandparent, grandchild,
45 sibling, brother-in-law, sister-in-law, or parent-in-law of the employee who has a serious health
46 condition or an emergency condition. The definitions of the family relationships are spelled out
in RCW 49.12.265. An employee may not take advance leave until it has been earned.

1 **Section 9.1.3.1.**

2 Employees shall be able to cash out accrued sick leave in accordance with
3 RCW 28A.400.210.

4
5 **Section 9.1.4. Leave Sharing.**

6 The District shall establish and administer a leave sharing program pursuant to
7 RCW 28A.400.380.

8
9 **Section 9.2. Bereavement.**

10 The District shall grant each employee a maximum of five (5) days leave upon the death of an
11 employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, or
12 person residing in the employee's household or with superintendent approval. Leave also shall be
13 granted upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother,
14 grandfather, granddaughter, or grandson. The first two (2) days of bereavement leave shall not be
15 deducted from the employee's sick leave. The remaining allowable three (3) days shall be deducted
16 from sick leave. Such leave is noncumulative. The deaths of more than one family member resulting
17 from a common occurrence shall be treated as a single death with respect to the length of leave
18 granted. The District retains the right to require the employee to submit proof of death and/or
19 relationship of the decedent.

20
21 **Section 9.3. Personal Leave.**

22 Each employee shall be entitled to two (2) days personal leave paid per year up to a maximum
23 accumulation of four (4) days. Personal leave is not deducted from sick leave.

24
25 **Section 9.4. Birth or Adoption of a Child.**

26 The District shall grant leave upon the same terms to male employees as is available to female
27 employees upon the birth or adoption of the employee's child. Leave shall be granted upon the same
28 terms to employees who become adoptive parents or stepparents, at the time of birth or initial
29 placement for adoption of a child under the age of six (6), as is available to employees who become
30 biological parents. Such leave is available only when the child lives in the employee's household at the
31 time of birth or initial placement as per board policy 5403.

32
33 **Section 9.5. Federal Family Leave.**

34 Every employee of the district who has worked for the district at least one (1) year and at least 1,250
35 hours in the preceding year is entitled to twelve (12) workweeks of family leave during any twelve
36 (12) month period to:

- 37
38 a) Care for a newborn child, an adopted child of the employee who is under the age of eighteen
39 (18) at the time of placement for adoption, or a newly placed foster child; or
40
41 b) Care for a spouse, parent or child of the employee who has a serious health condition, or the
42 employee may obtain leave for a personal health condition if it renders the employee unable to
43 perform his or her job.

44 (See board policy 5404.)

45
46 **Section 9.6. Jury Duty and Subpoena Leave.**

47 In the event an employee is summoned to serve as a juror, or summoned to appear when named as a
48 codefendant with the District, such employee shall receive a normal day's pay for each day of required

1 presence in court. In the event that an employee is a party in a court action, such employee may
2 request an unpaid leave for required court appearances. (See board policy 5408.)
3

4 **Section 9.7. Leave of Absence**

5 If a leave of absence is requested due to an industrial accident or industrial illness, it shall be granted
6 for a period of up to two (2) years. An employee may be granted a leave of absence for other reasons
7 for a period not to exceed one (1) year upon recommendation of the immediate supervisor through
8 administrative channels to the superintendent and upon approval of the board of directors; provided,
9 however, if such leave is granted due to an extended illness or injury, one (1) additional year may be
10 granted.
11

12 **Section 9.7.1.**

13 The returning employee will be assigned to the position occupied before the leave of absence.
14 Employees hired to fill positions of employees on leave of absence will be hired for a specific
15 period of time, during which they shall be subject to all provisions of this agreement. It shall
16 be the responsibility of the employer to inform replacement employees of these provisions.
17

18 **Section 9.7.2.**

19 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
20 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
21 the employee is on leave of absence; provided, however, that if such leave is approved for
22 extended illness or injury, seniority shall accrue.
23

24 **Section 9.8.**

25 The president of the Association and designated Union officials will be provided time off without loss
26 of pay to a maximum of eight (8) days per year to attend to Union business. These days will not take
27 place the first or last week of school.
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31 **ARTICLE X**

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33 **SENIORITY AND LAYOFF PROCEDURES**
34

35 **Section 10.1.**

36 The employee with the earliest hire date shall have preferential rights regarding shift selection and
37 vacation periods. The employee with the earliest hire date shall have preferential rights regarding
38 promotions, new or open positions, reduction of hours and layoffs when ability and performance are
39 substantially equal with junior employees. If the District determines that seniority rights should not
40 govern because a junior employee possesses ability and performance greater than a senior employee or
41 senior employees, the District shall notify the senior employee of the decision. If a senior employee
42 feels he/she has been aggrieved by the selection of a junior employee an appeal may be filed through
43 the grievance procedure. The District will post available classified position openings in each district
44 school and the administration office for five (5) working days.
45

46 **Section 10.1.1.**

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.

1
2 **Section 10.1.2.**

3 District employees assigned to a student specific position have preferential seniority rights
4 pursuant to Section 10.1 if the student leaves the district.
5

6 **Section 10.2.**

7 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
8 District according to layoff ranking. Names shall remain on the reemployment list for two (2) years.
9

10 **Section 10.2.1.**

11 Employees on layoff status shall file their addresses in writing with the personnel office of the
12 District and shall thereafter promptly advise the District in writing of any change of address.
13

14 **Section 10.2.2.**

15 An employee shall forfeit rights to reemployment if the employee does not comply with the
16 requirements of Section 10.2.1, or if the employee does not respond to the offer of
17 reemployment within ten (10) working days after receipt of a certified letter informing the
18 employee of an open position.
19

20 **Section 10.2.3.**

21 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
22 other accrued benefits; provided, that such employee is offered a position substantially equal to
23 that held prior to layoff.
24

25 **Section 10.2.4.**

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

33 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**
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37 **Section 11.1.**

38 The District shall have the right to discipline or discharge an employee for justifiable cause.
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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. Insurance Benefits.

- 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

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

1 payroll deduction. Any unused portion of an employee's state allocation will be used for
2 pooling purposes and will not be used as a contribution to a HSA.
3

4 **Section 12.2.**

5 The District shall make required contributions for state industrial insurance on behalf of all employees
6 subject to this agreement.
7

8 **Section 12.3.**

9 The District shall make contributions to the Washington State Unemployment Compensation Fund
10 requisite to providing unemployment benefits for all employees subject to this agreement.
11

12 **Section 12.4.**

13 In determining whether an employee subject to this agreement is eligible for participation in the
14 Washington State Public Employees' Retirement System, the District shall report all hours
15 compensated, whether straight time, overtime, or otherwise.
16
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19 **ARTICLE XIII**

20 **GRIEVANCE PROCEDURE**
21
22

23 **Section 13.1.**

24 For the purpose of this agreement, a grievance is defined as an alleged violation of a specific provision
25 of this agreement charged against the District by a classified employee.
26

27 **Section 13.2. Grievance Steps.**
28

29 **Section 13.2.1.**

30 An employee with a grievance shall first discuss the grievance with his/her immediate
31 supervisor within twenty-five (25) calendar days of the occurrence of the facts giving rise to the
32 grievance. Failure to bring the matter forward as described herein shall render the grievance
33 invalid and subject to no further processing.
34

35 **Section 13.2.2.**

36 If not resolved following the conference with the immediate supervisor, the employee may
37 appeal the grievance to the District superintendent by submitting a written statement within ten
38 (10) work days of the discussion in Section 13.2.1. The written statement shall include the
39 following.
40

- 41 A. The facts on which the grievance is based.
- 42 B. What part of the agreement has been violated.
- 43 C. What is being sought by the grievance.
44

45 The superintendent will issue a response within ten (10) work days.
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1 **Section 15.2.2.**

2 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
3 of this agreement if possible, and in any case not later than the second regular payday. In the
4 case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.3, such
5 retroactive pay shall be paid on the first regular payday following agreement on such schedule,
6 if possible, and in any case not later than the second regular payday.

7
8 **Section 15.2.3.**

9 Incremental steps, where applicable, shall take effect on September 1 of each year during the
10 term of this agreement; provided, the employee has been actively employed continuously for at
11 least one-half (½) of the previous instructional year.

12
13 **Section 15.2.4.**

14 Any employee who changes job positions or classification will be placed on the salary schedule
15 at the discretion of management; provided, that any employee who changes to an equal or
16 higher position or classification shall be guaranteed no loss in pay per hour.

17
18 **Section 15.2.5.**

19 An employee's annual base salary shall be averaged over twelve (12) months and paid in
20 twelve (12) equal payments.

21
22 **Section 15.3.**

23 For purposes of calculating daily hours, time worked shall be rounded to five (5) minutes.

24
25 **Section 15.4.**

26 Employees who are requested to use their bilingual language skills as interpreters during scheduled
27 conferences shall be paid a two dollar (\$2.00) per hour stipend in addition to their regular rate of pay.

28
29 **Section 15.5. Employee Business Expenses.**

30 Employees shall be reimbursed for authorized expenses incurred while performing work assignments
31 including, but not limited to, the following:

32 Mileage, at the mileage rate during travel via private vehicle while on District business;

33
34 Lodging while on District business;

35 Meals, at the District established rate, while on District business;

36
37 Physical examinations, if required by the District or state;

38
39 Required renewal of licenses or permits (excluding driver's license) which are required by the
40 District or state for performance of duties within the employee's assignment;

41
42 Other authorized or incurred business expenses as appropriate.
43
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1 **Section 15.6. Expense Advance.**

2 In the event that an employee is required to travel on District business and the employee so requests,
3 the District shall issue a travel advance in an amount sufficient to provide the employee with funds to
4 meet anticipated expenses. Expenses shall be validated with receipts.
5
6
7

8 **ARTICLE XVI**

9
10 **STAFF DEVELOPMENT**

11
12 **Section 16.1.**

13 In order to achieve individual competence and quality work performance, the District recognizes its
14 obligation to the professional development of the employee and agrees that each employee subject to
15 this agreement shall be given adequate opportunities to develop his/her professional job skills and
16 knowledge. The District shall provide support for apprenticeship programs. A joint committee
17 consisting of an equal number from the Union and an equal number from the District shall meet prior
18 to each trimester to review training opportunities and, based on identified needs, recommend persons
19 to attend such training. Each fiscal year the District will provide a minimum of \$4,000 for professional
20 development of bargaining unit classified employees.
21

22 **Section 16.2. Apprenticeship.**

23 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint
24 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this
25 agreement; except that the (WPSCEJATC) shall have jurisdiction to insure that apprentices
26 successfully complete all requirements of the program as approved and registered with the Washington
27 State Apprenticeship and Training Council.
28

29 **Section 16.2.1.**

30 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all
31 parts of the approved standards, such apprentice waives contractual recourse through the
32 grievance procedure.
33

34 **Section 16.2.2.**

35 The maximum approved ratio of apprentice to journey level employees shall be one-to-one. If
36 at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees
37 shall be selected based upon seniority.
38

39 **Section 16.2.3.**

40 Participation in the apprenticeship program shall be completely voluntary.
41

42 **Section 16.2.4.**

43 Persons employed on the effective date of this agreement may apply for the apprenticeship
44 program at any time new enrollees are accepted. Applications will be accepted annually prior to
45 October 1.
46

Schedule A
Toledo School District No. 237
September 1, 2018 - August 31, 2019

POSITION	Year 1	Year 2	Year 3	Year 4	10+ Years	20+ Years
Building Custodian	18.05	18.63	19.16	19.72	19.88	20.01
Night Sweeper	16.65	17.16	17.68	18.19	18.36	18.51
Grounds Keeper	16.82	17.33	17.83	18.38	18.53	18.69
Seasonal Grounds Keeper	16.82	17.33	17.83	18.38	18.53	18.69
Building Secretary	16.83	17.70	18.46	19.44	19.57	19.72
Office Assistant	15.75	16.42	17.12	17.59	17.73	17.87
Para 1 Library Aide	15.75	16.42	17.12	17.59	17.73	17.87
Para 2	16.83	17.50	18.20	18.67	18.81	18.95
Para 3	17.91	18.58	19.28	19.75	19.89	20.03
Bus Monitor	13.29	13.80	14.31	14.81	14.95	15.08
Social Interventionist	23.08	23.53	24.01	24.49	24.99	25.49
Hearing Impaired Interp/Brailist	30.25	31.61	33.04	34.01	34.33	34.61
Event Manager	15.33	16.01	16.69	17.17	17.32	17.44

Schedule A
Toledo School District No. 237
2% increase
September 1, 2019 - August 31, 2020

POSITION	Year 1	Year 2	Year 3	Year 4	10+ Years	20+ Years
Building Custodian	18.41	19.00	19.54	20.11	20.28	20.41
Night Sweeper	16.98	17.50	18.03	18.55	18.73	18.88
Grounds Keeper	17.16	17.68	18.19	18.75	18.90	19.06
Seasonal Grounds Keeper	17.16	17.68	18.19	18.75	18.90	19.06
Building Secretary	17.17	18.05	18.83	19.83	19.96	20.11
Office Assistant	16.07	16.75	17.46	17.94	18.08	18.23
Para 1 Library Aide	16.07	16.75	17.46	17.94	18.08	18.23
Para 2	17.17	17.85	18.56	19.04	19.19	19.33
Para 3	18.27	18.95	19.67	20.15	20.29	20.43
Bus Monitor	13.56	14.08	14.60	15.11	15.25	15.38
Social Interventionist	23.54	24.00	24.49	24.98	25.49	26.00
Hearing Impaired Interp/Brailist	30.86	32.24	33.70	34.69	35.02	35.30
Event Manager	15.64	16.33	17.02	17.51	17.67	17.79

October 15, 2018

**Tentative Agreement
between
Toledo School District #237
and
Public School Employee of Toledo**

Pursuant to Section 17.3 of the 2017-2020 Collective Bargaining Agreement, the parties agree to amend said Agreement as follows:

1) Section 15.2

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

2018-2019 Each hourly rate of pay on Schedule A shall be increased by 8% effective September 1, 2018. (See attached Schedule A.)

2019-2020 Each hourly rate of pay on Schedule A shall be increased by two (2) percent or by the percent authorized and funded by the Washington State Legislature for a classified employee wage increase, whichever is the greater percent.

2020-2021 Each hourly rate of pay on Schedule A shall be increased by two (2) percent or by the percent authorized and funded by the Washington State Legislature for a classified employee wage increase, whichever is the greater percent.

2) Section 17.1

The term of this agreement shall be September 1, 2017 through August 31, 2021.

3) Section 17.3 is amended:

This agreement may be reopened and modified at any time during its term upon the mutual consent of the parties.

Amy Morris / 11/8/18
For the Union / Date

Brenda [Signature] / 11/13/18
For the District / Date