

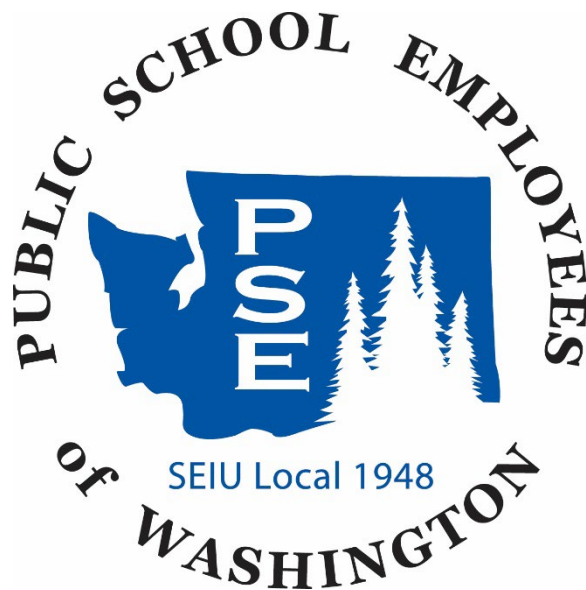
COLLECTIVE BARGAINING AGREEMENT BETWEEN

TROUT LAKE SCHOOL DISTRICT, #R-400

AND

PUBLIC SCHOOL EMPLOYEES OF TROUT LAKE CHAPTER, #434

SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2027



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

Section 4.4.

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

1 **Section 4.5.**

2 The President of the Union or his/her designated representative will be provided time off at no cost to the
3 District (accrued leave/vacation may be used) to a maximum of three (3) days per year to attend regional or
4 state meetings when the purpose of those meetings is in the best interests of the District as determined by
5 the District administration.
6

7 **Section 4.6.**

8 At the close of each payroll period, the District will provide Public School Employees of Washington a
9 dues remittance form indicating the names of new hires and changes in employment status of existing
10 employees.
11

12 **Section 4.7.**

13 The District recognizes the Union's right to have representative(s) on the school calendar committee and
14 agrees to ensure the Union's full participation.
15
16
17

18 **ARTICLE V**

19
20 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS**
21

22 **Section 5.1.**

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

30 **Section 5.2.**

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

37 **ARTICLE VI**

38
39 **UNION REPRESENTATION**
40

41 **Section 6.1.**

42 The Union representative shall represent the Union and employees in meeting with officials of the District
43 to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion
44 complaints or grievances of employees and thereafter advise employees of rights and procedures outlined
45 in this agreement and applicable regulations or directives for resolving the grievances or complaints. They
46 may not, however, continue to advise the employee on courses of action after the employee has indicated
47 that they do not desire to pursue a grievance.
48

1 **Section 6.2.**

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

8
9 **Section 6.3.**

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

16
17 **Section 6.4.**

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

21
22
23
24 **ARTICLE VII**

25
26 **HOURS OF WORK**

27
28 **Section 7.1.**

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

33
34 **Section 7.2.**

35 The shift may consist of eight (8) working hours, including at least a thirty (30) minute uninterrupted, non-
36 paid lunch period as near the middle of the shift as is practicable and also including a paid fifteen (15)
37 minute first half and a paid fifteen (15) minute second half rest period, both of which rest periods shall
38 occur as near the middle of each half (½) shift as is practicable.

39
40 **Section 7.2.1.**

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

44
45 **Section 7.3.**

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

1 **Section 7.4.**

2 Employees required to work through their regular lunch periods will be given time to eat at a time agreed
3 upon by the employee and his/her supervisor. In the event the District requires an employee to forego
4 his/her lunch period and the employee works his/her entire shift, including the lunch period, they/they shall
5 be compensated for the foregone lunch period at regular rates.
6

7 **Section 7.5.**

8 In the case of leave replacement and/or vacation coverage, an employee requested to work a shift regularly
9 filled by a higher paid classification employee shall receive compensation equal to the regular rate of pay at
10 the appropriate level for their years of service in the District as listed on Schedule A for that position, or
11 their own normal rate of pay, whichever is higher. Permanent transfer to a higher or lower classification
12 shall only be made in writing by the District. The probationary rate will not be applicable in such situations;
13 provided, the employee is not currently a probationary employee. No employee working outside his/her job
14 description shall be compensated at the higher/lower rate unless such work is done with written
15 confirmation from the District.
16

17 **PROVISIONS FOR TRANSPORTATION**

18
19 **Section 7.6. Established Routes.**

20 Established routes are defined as any route segment or group of segments serving schools on a home-to-
21 school or school-to-home basis and may include other repetitive assignments occurring on a daily or near
22 daily basis. Established routes will be guaranteed a minimum of one (1) hour a.m. and one (1) hour p.m. at
23 the applicable rate. If established route time is more than one (1) hour, the employee shall be paid for actual
24 time rounded up to the nearest fifteen (15) minutes. Paid driving time shall be computed from the time the
25 employee is required to report for duty until they have completed assigned duties.
26

27 There will be a fifteen (15) minute allowance for pre-trip and fifteen (15) minute allowance post-trip
28 inspection each time the bus is dispatched. Additionally, drivers will be allowed forty-five (45) minutes
29 weekly for bus cleanup / washing.
30

31 At the annual driver's meeting, prior to the beginning of each school year, drivers will bid on their routes
32 on the basis of seniority. New or vacated routes that occur during the school year will be posted at the time
33 of opening. Drivers will account for weather-related delays/emergencies and be compensated for such
34 occurrences. Drivers should record these hours appropriately on their time sheets.
35

36 **Section 7.6.1.**

37 If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue
38 uninterrupted.
39

40 **Section 7.7. Trips and Unassigned Trips.**

41 Extra trip assignments are defined as, but not limited to, curricular, co-curricular, or athletic trips
42 noncontiguous with the a.m. and p.m. route.
43

44 **Section 7.7.1.**

45 Drivers shall receive a minimum of two (2) hours pay at driving rate for each extra trip.
46
47
48

1 **Section 7.7.2.**

2 All trips other than regular daily scheduled bus routes shall be compensated at the employee's base
3 hourly rate for driving time; provided, however, that bus drivers shall be subject to the provisions
4 relative to overtime hereinafter provided. In the event an employee (who has a current CDL) drives
5 a route or takes a trip during school hours, and their primary job is in a classification other than
6 Transportation, the employee shall be paid the regular driver's rate of pay and/or standby time, if
7 applicable.

8
9 **Section 7.7.3.**

10 Extra trips will be bid according to rotating seniority. Any additional trips remaining will be added
11 to the rotation (Part B) and will be assigned according to rotation. If a trip is cancelled and moved to
12 another date, the original driver will remain with that trip. Substitute Union drivers will be called
13 before contacting non-Union substitute drivers. Probationary drivers may be assigned to the trip
14 rotation after successfully completing ninety (90) days of probation or may be included in the
15 rotation prior to ninety (90) days at the discretion of the superintendent.

16
17 **Section 7.7.4. Trip Definition.**

18 Trips are defined as follows:

19
20 *Short Trips:* Trips sixty (60) or less road miles from the school one way.

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

22
23 Upon request, a route map shall be furnished. Additionally, the District will provide mutual aid
24 instructions to each trip driver.

25
26 **Section 7.8. Meals and Lodging.**

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

29
30 **Section 7.9. Duty Cycle.**

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

34
35 **Section 7.9.1. On-Duty (Driving).**

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

38
39 **Section 7.9.2. On-Duty Standby.**

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

43
44 **Section 7.9.3. Off-Duty.**

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

1 **Section 7.10.**

2 District required fueling and bus washing duties will be performed at the driver's regular driving rate.
3 Meetings and training will be paid at the driver's rate of pay.
4

5 **Section 7.11. Drug Testing.**

6
7 **Section 7.11.1.**

8 As holders of commercial driver's licenses, bus drivers will be subject to random drug testing in
9 accordance with federal law and Board policy.
10

11 **Section 7.11.2.**

12 An employee will only be subject to random drug testing on days on which they are expected to
13 provide bus driving services. If the random drug testing occurs during off duty hours, (for example,
14 at the end of the workday) the employee will receive compensation for the time required and record
15 the time on their time sheet.
16

17 **Section 7.11.3.**

18 All costs involved in the random drug testing procedures shall be borne by the District.
19

20 **Section 7.11.4.**

21 Employees subject to testing shall be provided an opportunity to review testing policies and
22 procedures prior to being tested.
23

24 **Section 7.11.5.**

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

28 **Section 7.11.6.**

29 The District has a zero (0) tolerance policy for employees reporting to work under the influence of
30 drugs or alcohol. Drivers with a positive test result shall be subject to discharge from employment.
31

32 **Section 7.12. Inclement Weather.**

33 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
34 District shall provide notification to employees. Employees who leave for and report to work before the
35 information is communicated shall receive a minimum of one (1) hour pay at their base rate in the event of
36 such a closure.
37

38 Twelve (12) month employees may use emergency leave, personal leave, vacation, accumulated
39 compensatory time, or made other arrangements with their immediate supervisor in order to make up for all
40 lost work hours. The work calendar of less that twelve (12) month employees will be adjusted to make up
41 for all lost work hours. With approval from their immediate supervisor, the employee may use accumulated
42 compensatory time or make other arrangements to make up for all lost work hours.
43
44
45
46
47

ARTICLE VIII

OVERTIME

Section 8.1.

Overtime assignments shall be made in accordance with the needs of the District. The District administration or its delegate retains the prerogative of 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.

Section 8.2.

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

Section 8.3. Compensatory Time.

An employee may, at their option, request compensatory time off in lieu of overtime compensation. Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time. Compensatory time must be recorded on the monthly time sheet during the month the overtime was accrued. Compensatory time must be taken in full-day blocks of time. No more than one (1) day per month may be taken by the employee. 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 (1½) 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.

1 **Section 9.2. Worked Holidays.**

2 Employees who are required to work on the above described holidays shall receive the next practicable
3 workday off with pay in lieu of the holiday as such. The day off will be within the workweek in which the
4 holiday occurs. Holiday time will be compensated at one and one-half (1½) times the employee's base
5 salary.
6

7 **Section 9.3. Holidays During Vacation.**

8 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1)
9 extra day of vacation with pay in lieu of the holiday as such.
10
11

12
13 **ARTICLE X**

14
15 **LEAVES**
16

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

18 All regular full-time employees will receive twelve (12) days of sick leave per year which may accumulate
19 up to one hundred eighty (180) days per RCW 28A.400.300. All regular part-time employees working less
20 than 2,080 hours shall receive sick leave in the same ratio as the number of hours worked is to 2,080. Sick
21 leave shall be vested when earned and may be accumulated up to a maximum allowed by statute. Sick leave
22 will be granted only after it has been earned.
23

24 Sick leave benefits shall be paid on the basis of the basic hourly rate applicable to the employee's normal
25 daily work shift at the time sick leave is taken; provided, however, that should an employee's normal daily
26 work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will
27 be paid in accordance with his or her normal daily work shift at the time the sick leave is taken, and the
28 accumulated benefits will be expended on an hourly rather than a daily basis.
29

30 An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature
31 beyond the control of the employee which threatens the physical well-being or property of the employee, or
32 an urgent personal matter, and is of such nature that preplanning is not possible or could not relieve the
33 necessity for the employee's absence. Use of emergency leave shall be charged against the employee's
34 accumulated sick leave. The employee utilizing emergency leave will notify their supervisor as soon as
35 possible. The supervisor may request a discussion with the employee regarding their eligibility for
36 emergency leave.
37

38 **Section 10.1.1. Sick Leave Cashout.**

39 If the District provides sick leave cashout benefits to any individual or group within the District, this
40 benefit shall also be granted to Trout Lake PSE. If the state fully funds sick leave cashout, such will
41 be provided to Trout Lake PSE subject to the guidelines and limitations as provided by the state.
42

43 **Section 10.1.2. Leave Sharing.**

44 The District agrees to adopt a leave sharing program for classified staff consistent with
45 RCW 28A.400.380 and WAC 392-126.
46
47
48

1 **Section 10.2. Bereavement Leave.**

2 Five (5) days of leave shall be granted with pay for each instance of bereavement of an immediate family
3 member. For the purpose of this item, immediate family is defined to include parents, siblings, spouse,
4 children, grandchildren, grandparents, and the same relationships as related by marriage or registered
5 domestic partnership, or any other person living in the employee's household. One (1) day of bereavement
6 leave with pay shall be granted each year for the death of a close friend. Employees may utilize any
7 additional paid leave balances to extend bereavement leave. Employees may request additional
8 uncompensated leave to extend bereavement leave, at the discretion of the Superintendent or designee.

9
10 **Section 10.3. Sick Leave.**

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

13
14 'Relatives' or 'family members' are by RCW 49.12.265 as now existing or hereafter amended:

- 15 • "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person
16 standing in loco parentis who is:

- 17
18 a) Under eighteen (18) years of age; or
19 b) Eighteen years of age or older and incapable of self-care because of a mental or physical
20 disability.

- 21 • "Grandparent" means a parent of a parent of an employee.
22 • "Parent" means a biological or adoptive parent of an employee or an individual who stood in loco
23 parentis to an employee when the employee was a child.
24 • "Parent-in-law" means a parent of the spouse or registered domestic partner of an employee.
25 • "Spouse" means a husband, wife, or registered domestic partner, as the case may be.
26 • Additionally included in this section, a sibling who is:

- 27
28 a) Under eighteen years of age; or
29 b) Eighteen years of age or older and incapable of self-care because of a mental or physical
30 disability.

- 31
32 1. Illness of the employee (any illness extending beyond three (3) days must be verified in
33 writing from the employee's physician or must be approved by the employee's immediate
34 supervisor).
35 2. Illness of members of an employee's household.
36 3. Due to the lack of medical and dental facilities in the Trout Lake School District, sick
37 leave will be granted for the purpose of doctor and dental appointments.

38
39 **Section 10.4. Personal Leave.**

40 Also granted are four (4) days of personal leave which must be pre-approved by the administration. Sick
41 leave and personal leave for part-time employees will be granted as a prorated portion of that to which
42 full-time employees are entitled. Employees may accumulate up to six (6) days with the following
43 stipulations:
44

- 45 • At the end of the school year, if the employee has any unused days, they may carry forward up
46 to two (2) of those days.
47 • At the end of the school year, if the employee has any unused days, they may cash out up to four
48 (4) of those days at their regular daily rate of pay.

- Employees shall not be required to define leave taken beyond the distinction ‘personal’.
- Employees shall give at least twenty-four (24) hours’ notice to their supervisor except in cases of emergency.
- Leave requested to extend holidays or vacations, or occurring during the first two (2) weeks or the last two (2) weeks of school shall be granted at the discretion of the Superintendent.

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 eight hundred twenty (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 pay 100% of the payroll premium to fund this leave. 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.

Section 10.8.

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

Section 10.9.

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

Section 10.10. Domestic Violence Leave.

The District will provide leave in accordance with RCW 49.76 which allows victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and obtain health care. Such leave will be with or without pay at the employee’s discretion; provided that an employee must have available sick leave, vacation leave or similar paid leave available to receive paid leave. Employees

may also take reasonable leave to help a family member obtain needed treatment or services. For this section, family members and persons in a 'dating relationship' to the victim are defined by RCW 49.76.020 (1) as now existing or hereafter amended:

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

ARTICLE XI

LEAVE OF ABSENCE

Section 11.1.

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

Section 11.2.

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.

Section 11.3.

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

ARTICLE XII

VACATIONS

Section 12.1.

Upon completion of the following years of service with the school District, each FTE (2,080 hours) employee shall be granted the following:

- | | |
|--|---|
| • One year | Five (5) days paid vacation per year |
| • Second (2 nd) through the sixth (6 th) year | Ten (10) days paid vacation per year |
| • Seventh (7 th) through the tenth (10 th) year | Fifteen (15) days paid vacation per year |
| • Eleventh (11 th) through the fifteenth (15 th) year | Seventeen (17) days paid vacation per |
| • Sixteenth (16 th) through the twentieth (20 th) year | Eighteen (18) days paid vacation per year |

1 **Section 12.2.**

2 Eligibility for use of vacation credit shall be determined as follows:

3
4 An employee becomes eligible to use his or her vacation credit after reaching his or her first
5 employment anniversary date, except in cases of new employees who began working after July 1,
6 then the employee shall be granted his/her first vacation after the subsequent July 1, prorated from
7 the date of employment until June 30.

8
9 **Section 12.3.**

10 The employee shall obtain advance approval for use of all vacation days. The District may deny use of
11 vacation days in any single year due to District needs, except as follows. Any vacation days currently due,
12 but unused by the new accrual date each year may be carried over for one (1) year following the accrual
13 date with the approval of the immediate supervisor and the administration. No vacation may be carried over
14 for more than one (1) year beyond the date on which it became due; provided, however, no employee shall
15 ultimately be denied accrued vacation benefits due to District employment needs.

16
17
18 **ARTICLE XIII**

19
20 **SENIORITY AND LAYOFF PROVISIONS**

21
22
23 **Section 13.1.**

24 The seniority of an employee in the bargaining unit shall be established as of the date on which they were
25 hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

26
27 **Section 13.1.1.**

28 District hire date is defined as the date on which an employee began continuous regular
29 employment with the District.

30
31 **Section 13.1.2.**

32 Seniority date is defined as the date on which an employee began employment in their current or
33 any general job classification within the District. As used in this agreement, general job
34 classifications are those set forth in Article I, Section 1.2.

35
36 **Section 13.2.**

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

- 38 A. Resignation.
39 B. Discharge for any reason contained in this agreement.
40 C. Retirement.

41
42 **Section 13.3.**

43 Seniority rights shall not be lost for the following reasons, without limitation.

- 44 A. Time lost by reason of industrial accident, industrial illness, or jury duty.
45 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
46 States.
47 C. Time spent on other authorized leaves of absence, not to exceed one (1) year.

1 **Section 13.4.**

2 The employee with the earliest hire date shall have preferential rights regarding shift selection and vacation
3 periods. The employee with the earliest hire date shall have preferential rights regarding promotions and
4 layoffs when ability and performance are substantially equal with junior employees. If the District
5 determines that seniority rights should not govern because a junior employee possesses ability and
6 performance substantially greater than a senior employee or senior employees, the District shall set forth in
7 writing to the employee or employees and the organization's grievance committee chairman its reasons why
8 the senior employee or employees have been bypassed. In the event of a reduction in force layoff,
9 employees shall be re-employed in order of seniority.

10
11 **Section 13.5.**

12 For purposes of bidding for new or open positions, seniority rights shall be effective within the general job
13 classifications.

14
15 **Section 13.5.1.**

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

19
20 **Section 13.6.**

21 The District shall post in all workplaces and provide the Union, in writing, notice of vacant positions as
22 soon as possible after the District has been apprised of the opening. Prior to closing, new, or vacant
23 positions will remain posted for a minimum of five (5) workdays (ten (10) days during summer vacation).
24 Postings shall be mailed to the employee's most current address on file during summer months. Employees
25 will ensure the District has their current address on file.

26
27 **Section 13.7.**

28 If a position is reduced by four (4) hours or more, or is discontinued, the employee may displace the most
29 junior employee in the same job classification provided they can perform the junior employee's job. If there
30 is no position in the same classification for the employee to be placed into, and that employee has previous
31 experience in another classification within the District, that individual's District seniority in the previous
32 job classification shall apply.

33
34 **Section 13.8.**

35 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
36 District according to layoff ranking. Such employees are to have priority in filling an opening in the
37 classification held immediately prior to layoff. Names shall remain on the reemployment list for ninety (90)
38 workdays.

39
40 **Section 13.9.**

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

43
44 **Section 13.10.**

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

1 **Section 13.11.**

2 Upon request of the Union President, the District shall provide the Union with a current seniority list. The
3 list shall include District seniority by hire date and classification seniority by hire date.
4
5
6

7 **ARTICLE XIV**

8
9 **PROBATIONARY PERIOD**
10

11 **Section 14.1.**

12 Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays
13 following the hiring date; provided, however, summer vacation will not count toward satisfying the
14 probation period requirements for any less than full-time employee. During this probationary period, the
15 District may discharge such employee at its discretion.
16

17 **Section 14.2.**

18 At the end of the probationary period, the employee will be subject to all rights and duties contained in this
19 Agreement retroactive to his/her hire date.
20
21
22

23 **ARTICLE XV**

24
25 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**
26

27 **Section 15.1.**

28 The District may discipline or discharge any employee subject to this Agreement for justifiable cause. The
29 District shall issue all discipline in a timely manner, as soon as practicable after the occurrence(s) which
30 lead to said discipline. If the District has reason to reprimand an employee, it shall be done in private (with
31 employee having the option to include a Union representative). Progressive discipline shall generally be
32 followed as such: verbal reprimand, written reprimand, suspension and termination.
33

34 **Section 15.2.**

35 The issue of justifiable cause shall be resolved in accordance with the grievance procedure of this
36 Agreement.
37

38 **Section 15.3.**

39 In cases of a reduction in force or hours of work, except in extraordinary cases, the District shall give
40 employees two (2) weeks calendar notice of the action. In the driver classification, routes and hours may be
41 adjusted in accordance with the needs of the District.
42

43 **Section 15.4.**

44 Justifiable cause for disciplinary action or termination includes, but is not limited to, conduct that has a
45 substantial adverse impact on the work or educational environment such as excessive absenteeism or
46 tardiness; possession or use of illegal drugs (including abuse of legal drugs) or alcohol at work; being under
47 the influence of alcohol or illegal drugs (including abuse of legal drugs); fighting, intimidation, or abusive
48

1 verbal conduct with other employees, students, staff and District patrons; sexual, racial and other forms of
2 harassment; sexual advances to or sexual conduct with students; theft or improper personal use of District
3 money or property; criminal conduct demonstrating unfitness or ineligibility to work in a school
4 environment; or any other conduct directly and adversely affecting the employee's fitness to be a school
5 District employee.

6
7 **Section 15.5.**

8 If the District has reason to discipline or discharge an employee or investigate an incident which could lead
9 to their discipline, the employee shall have the right to have a representative of their choice at discipline
10 proceedings, excluding informal warnings, criticism, or suggestions for improvement, and will not be
11 placed into an employee's personnel file, which independently do not form a basis for formal action. When
12 a request for such representation is made, no action shall be taken with respect to the employee until such
13 representative of the Union is present or until five (5) working days have passed after such request.

14
15 In emergency conditions, in cases where health, safety and well-being of students, other employees, or
16 District patrons necessitate immediate disciplinary action, the District will notify the Union as soon as
17 reasonably possible that action has been taken. No disciplinary action may result from a meeting between
18 an employee and a supervisor unless an opportunity for representation has been afforded.

19
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21
22 **ARTICLE XVI**

23
24 **ANNUAL NOTIFICATION TO NON-ANNUAL EMPLOYEES**

25
26 **Section 16.1.**

27 This article is intended to be applicable to those employees whose duties necessarily imply less than twelve
28 (12) months (excluding vacations) work per year.

29
30 **Section 16.2.**

31 Nothing contained in this section shall in any regard limit the operation of other sections of this article.

32
33 **Section 16.3.**

34 It is mutually agreed that employees will give the District written notice of intent to terminate employment
35 at least two (2) weeks in advance of leaving, and the District will make every effort to notify employees
36 notice of intent to layoff an employee no later than June 15.

37
38
39
40 **ARTICLE XVII**

41
42 **RETIREMENT**

43
44 **Section 17.1.**

45 In determining whether an employee subject to this agreement is eligible for participation in the
46 Washington State Public Employees' Retirement System, the District shall report all hours worked, whether
47 straight time, overtime, or otherwise.

1 **Section 17.2.**

2 All employees subject to this agreement shall be entitled to participate in a tax shelter annuity plan. On
3 receipt of a written authorization by an employee, the District shall make the requisite withholding
4 adjustments, and deductions from the employee's salary.
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6
7

8 **ARTICLE XVIII**

9 **INSURANCE**
10
11

12 **Section 18.1.**

13 The District shall purchase and maintain tort liability policies pursuant to RCW 28A.400.360 applicable to
14 all employees subject to this agreement.
15

16 **Section 18.2.**

17 The District shall make requisite contributions to the state industrial insurance fund or its equivalent for all
18 employees subject to this agreement.
19

20 **Section 18.3.**

21 Subject to present, pending, and future legislation, the District shall make whatever contributions to an
22 unemployment compensation fund requisite to providing unemployment benefits for all employees subject
23 to this agreement.
24

25 **Section 18.4.**

26 Medical examinations, including drug and alcohol screens, DOT physicals, first aid, CPR, finger-printing,
27 and health cards required as a condition of employment shall be paid by the District; provided, however,
28 that the District may designate a specific physician or clinic. For physicals, if a different physician is
29 selected by an employee, that employee must pay the difference in cost, if it is more than that paid by the
30 District. The District will pay one hundred two dollars (\$102) toward the CDL renewal cost for each
31 regular driver and Union substitute driver, if employed by the District for five (5) years or more.
32

33 **Section 18.5. School Employees Benefits Board (State Health Insurance Plan).**

34 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans,
35 follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents
36 as required by state law, the State Operating Budget, and the School Employees Benefits Board (SEBB).
37 Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.
38 Employees must work a minimum of six hundred thirty (630) hours per year to qualify for coverage.
39

40 The employer agrees to provide timely information about SEBB insurance plans to eligible employees
41 during the school year (as required or recommended by SEBB) and at each open enrollment period.
42 Since State law and SEBB do not provide optional insurance plans, the District agrees to provide all
43 eligible employees optional insurance plans as agreed to by the District and the Union. If an employee is
44 terminated or terminates their employment, their coverage will terminate at the end of the current month.
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46 The District will follow federal requirements regarding COBRA.
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ARTICLE XIX

BULLETIN BOARDS

Section 19.1.

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

Section 19.2.

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

ARTICLE XX

POSITION DESCRIPTIONS

Section 20.1.

The District will provide the Union with complete job descriptions for all employees subject to this Agreement.

Section 20.2.

The District will provide the Union with such amendments, changes, and additions to job descriptions as they may from time to time occur.

Section 20.3.

Any changes to these job descriptions shall be negotiated with the employee, supervisor, and the Union. If changes to requirements are needed to be in compliance with any state or federal laws, then the Employer may provide the training and the time needed to attend.

ARTICLE XXI

MAINTENANCE OF MEMBERSHIP

Section 21.1.

Each employee subject to this agreement, who, on the effective date of this agreement, is a member of the Union in good standing shall, maintain membership in the Union in good standing during the period of this agreement, unless membership is revoked through contact with the Union.

1 **Section 21.2.**

2 The District will notify the Union of all new hires within ten (10) workdays of the hire date. The Union will
3 give a brief presentation (up to thirty minutes) to new employees. District representatives shall not be
4 present during the Union's presentation. The purpose of the presentation is to welcome the new employees
5 to the local chapter. The Union orientation will be conducted by a representative designated by the Union.
6 The orientation will take place the first week the employee is hired and will occur during work hours, if at
7 all feasible. It will take place at the employee's work site or at a location mutually agreed to by the District
8 and the Union.
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12 **ARTICLE XXII**

13 **CHECKOFF**
14
15

16 **Section 22.1.**

17 The District shall deduct PSE/SEIU LOCAL 1948 dues from the pay of any employee who authorizes such
18 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
19 the Treasurer of Public School Employees of Washington/SEIU Local 1948 on a monthly basis.
20 Transmissions will include payments and an electronic list of all represented employees with deduction
21 amounts. Transactions will be received by the first Monday following payroll. Submissions are to include
22 all employees covered by the Collective Bargaining Agreement. A dues remittance form needs to
23 accompany the payment every month and include membership status changes.
24

25 **Section 22.2. Political Action Committee.**

26 The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct
27 from the pay of such bargaining unit employee, the amount of contribution the employee voluntarily
28 chooses for deduction for political purposes and shall transmit the same to the Union on a check separate
29 from the Union dues transmittal check. Section 22.2.1 of the Collective Bargaining Agreement shall apply
30 to these deductions. The employee may revoke the request at any time.
31

32 **Section 22.2.1. Hold Harmless.**

33 The Union will indemnify, defend, and hold the District harmless against any claims, suits, orders,
34 and/or judgments against the District on account of any checkoff of Union dues or voluntary
35 political contributions.
36

37 **Section 22.3. Authorizations and Revocations (per RCW 41.80.100).**

38 An employee's written, electronic, or recorded voice authorization to have the employer deduct
39 membership dues from the employee's salary must be made by the employee to Public School Employees
40 of Washington (PSE). If the employer receives a request for authorization of deductions, the employer shall
41 as soon as practicable forward the request to Public School Employees of Washington (PSE).
42

43 Upon receiving notice of the employee's authorization from Public School Employees of Washington (PSE)
44 the employer shall deduct from the employee's salary membership dues and remit the amounts to Public
45 School Employees of Washington (PSE), by the first Monday following payroll.
46
47
48

1 The employee's authorization remains in effect until expressly revoked by the employee in accordance with
2 the terms and conditions of the authorization. An employee's request to revoke authorization for payroll
3 deductions must be in writing and submitted by the employee to Public School Employees of Washington
4 (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted
5 by the employer if the authorization is not obtained by the employee to Public School Employees of
6 Washington (PSE). After the employer receives confirmation from the exclusive bargaining representative
7 that the employee has revoked authorization for deductions, the employer shall end the deduction effective
8 on the first payroll after receipt of the confirmation. The employer shall rely on information provided by
9 the exclusive bargaining representative regarding the authorization and revocation of deductions.

10 11 **Section 22.4.**

12 No later than October 15 of each school year, and upon request of the Union, the District will provide PSE
13 with a complete list of all bargaining unit members, transmitted electronically in excel format to
14 membership@pseofwa.org and the Chapter President. Included will be those who are hired, rehired,
15 reinstated, transferred into, out of, or within the bargaining unit, reclassified, placed on leaves of absence of
16 any type (including retirement), and those added or removed from the bargaining unit. All should contain
17 each bargaining unit employee's: name; employee number; classification; job title; work location; personal
18 phone number; address, work and personal e-mail address, hourly rate of pay, hours worked, FTE, SEBB
19 eligibility, gross pay, and Union dues paid.

20 21 22 23 **ARTICLE XXIII**

24 25 **GRIEVANCE PROCEDURE**

26 27 **Section 23.1.**

28 Grievances or complaints arising between the District and its employees within the bargaining unit defined
29 in Article I herein, with respect to matters dealing with the application of the terms and conditions of this
30 Agreement, shall be resolved in compliance with this article.

31 32 **Section 23.2. Grievance Steps.**

33 34 **Section 23.2.1.**

35 The employee shall first discuss the grievance with his/her immediate supervisor, superintendent, or
36 his or her delegate. If the employee wishes, they may be accompanied by a Union representative at
37 such discussion. All grievances not brought to the immediate supervisor in accordance with the
38 preceding sentence within twenty-five (25) days of the occurrence of the grievance shall be invalid
39 and subject to no further processing.

40 41 **Section 23.2.2.**

42 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
43 subsection, the employee shall reduce to writing a statement of the grievance containing the
44 following:

- 45 A. The facts on which the grievance is based
- 46 B. A reference to the provisions in this agreement which have been allegedly violated and
- 47 C. The remedy sought

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

Section 23.2.3.

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

Section 23.2.4.

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Union believes the grievance to be valid, the employee may demand arbitration of the grievance. The labor arbitration rules of the American Arbitration Association shall be used. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to add to, delete, or modify the provisions of this Agreement. The costs of arbitration will be born equally by the parties.

Section 23.3.

A failure by the Union, or an employee, to initiate or advance a grievance within the timelines provided in this article shall render the grievance void. Any failure by the District to respond to any grievance within the timelines provided hereunder shall automatically advance the grievance to the next step in the process. The District shall not discriminate against any individual employee or the Union for taking action under this article.

ARTICLE XXIV

SALARIES

Section 24.1.

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

Section 24.2.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Section 26.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 24.3.

Pay raises, where applicable, shall be paid on the first regular payday following execution of this Agreement.

Section 24.4.

In the event an employee resigns from the Trout Lake School District and is rehired by the Trout Lake School District within five (5) years, the employee will be placed on the same salary step as at the time of their separation from the District up to five (5) years prior.

Section 24.5.

Employees subject to this agreement who are required in the course of their employment to use their personal vehicles shall be reimbursed by the District at the prevailing federal rate.

Section 24.6. Education Incentive Program.

The District will institute an education incentive program for completion of approved training. Bargaining unit employees who enroll in and complete an approved training program directly related to their current job classification, and those employees who have previously completed an approved training program directly related to their current job classification, shall receive added compensation in the amount of:

- Food Service ASFSA (American School Food Service Union) Certification = 20¢ per hour
- Mechanic ASE (Automotive Service Excellence) Certification = 20¢ per hour
- Paraeducators who meet the state para competencies requirement = 20¢ per hour
- Programs completed within the range of 27-39 credits or 270-399 clock hours = 50¢ per hour
- Programs completed within the range of 40-80 credits or 400-800 clock hours or an AA degree related to the job classification = 75¢ per hour

Education incentives will be applied according to employee's status on September 1 of that school year. A joint committee consisting of one representative from each classification of the Union and an equal number from the District shall determine what constitutes approved training under this section.

Section 24.7. Paraeducator Training Certificate.

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

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

Paraeducators who have successfully met the standards above will be required to complete the Fundamental Course of Study (FCS). The District will implement training for the Fundamental Course of Study for which state funding is appropriated and for the number of days/hours that are funded by the appropriation. The District will also provide access to computers and other technology needed to be successful in obtaining the FCS and certificates.

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ARTICLE XXV

SEPARABILITY OF PROVISIONS

Section 25.1.

The provisions of this Agreement are deemed to be separable to the extent that should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Section 25.2.

It is further provided that such part or provision of this Agreement so rendered or declared invalid shall immediately be amended to comply with the requirements of such enacted legislation or court decree.

ARTICLE XXVI

TERM

Section 26.1.

The term of this Agreement shall be September 1, 2025, to August 31, 2027.

Section 26.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 26.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of both parties in writing. If the state funds an IPD increase, the District will increase all wages on Schedule A by that percentage for each of the remaining years of the contract.

1. Beginning September 1, 2025, the District will increase all wages on Schedule A by five percent (5%) (inclusive of the state-funded IPD)
2. Beginning September 1, 2026, the District will increase all wages on Schedule A by the IPD.

This Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Effective September 1, 2025, September 1, 2026, the 'Trip Off-Duty' rate on Schedule A will be increased by an additional fifty cents (\$0.50).

Effective September 1, 2025, a new job title will be added to Schedule A, "Van Driver/Non-CDL Driver". This job title will be paid at a rate of fifteen percent (15%) below the Bus Driver rate of pay.

Effective September 1, 2025, a new job title will be added to Schedule A, 'District Transportation Coordinator'. This job title will be paid at a rate three dollars (\$3) above the Bus Driver rate of pay.

Effective September 1, 2025, an additional 'Year 6' step will be added to Schedule A between 'Year 5' and 'Year 7' steps. The pay rates for this step will be the median between the 'Year 5' and 'Year 7' steps.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

TROUT LAKE CHAPTER, #434

TROUT LAKE SCHOOL DISTRICT #R-400

BY: 
Stephanie A. Rubesh (Sep 16, 2025 15:24:35 PDT)
Amber Basch, Chapter President

BY: 
Jerry Lewis (Sep 30, 2025 10:37:21 PDT)
Jerry Lewis, Superintendent

DATE: 09/16/2025

DATE: 09/30/2025



**PSE of Trout Lake
Schedule A
September 1, 2025 - August 31, 2026**

Position	Step 1 Year 1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4	Step 5 Year 5	Step 6 Year 6	Step 7 Year 7	Step 8 Year 8	Step 9 Year 9	Step 10 Yr 10	Step 11 Yr 11	Step 12 Yr 12	Step 13 Yr 13	Step 14 Yr 14	Step 15 Yr 15	Step 20 Yr 20 - 24	Step 21 Yrs 25+
Bus Driver	\$26.48	\$27.74	\$28.96	\$29.61	\$30.86	\$31.02	\$31.18	\$31.81	\$32.44	\$33.06	\$33.50	\$33.93	\$34.37	\$34.81	\$35.24	\$37.54	\$40.01
Van Driver/ Non CDL Driver	\$22.51	\$23.58	\$24.62	\$25.17	\$26.23	\$26.37	\$26.50	\$27.04	\$27.57	\$28.10	\$28.47	\$28.84	\$29.21	\$29.58	\$29.95	\$31.91	\$34.01
District Transportation Coordinator	\$29.48	\$30.74	\$31.96	\$32.61	\$33.86	\$34.02	\$34.18	\$34.81	\$35.44	\$36.06	\$36.50	\$36.93	\$37.37	\$37.81	\$38.24	\$40.54	\$43.01
Food Service Coordinator	\$22.69	\$23.82	\$24.84	\$25.41	\$26.47	\$26.60	\$26.72	\$27.26	\$27.80	\$28.34	\$28.72	\$29.09	\$29.47	\$29.85	\$30.23	\$32.18	\$34.29
Head Cook	\$18.49	\$19.39	\$20.23	\$20.68	\$21.55	\$21.66	\$21.77	\$22.21	\$22.66	\$23.10	\$23.40	\$23.70	\$24.00	\$24.30	\$24.61	\$26.24	\$27.94
Assistant Cook	\$17.89	\$18.76	\$19.57	\$20.02	\$20.86	\$20.97	\$21.07	\$21.51	\$21.94	\$22.37	\$22.66	\$22.95	\$23.23	\$23.52	\$23.81	\$25.36	\$27.04
Custodian	\$23.61	\$24.75	\$25.84	\$26.41	\$27.53	\$27.68	\$27.82	\$28.38	\$28.94	\$29.50	\$29.88	\$30.27	\$30.65	\$31.04	\$31.42	\$33.50	\$35.70
Grounds/ Maintenance	\$26.11	\$27.35	\$28.58	\$29.20	\$30.43	\$30.58	\$30.73	\$31.35	\$31.96	\$32.57	\$33.01	\$33.44	\$33.88	\$34.31	\$34.75	\$37.01	\$39.46
Paraeducator	\$20.44	\$21.42	\$22.34	\$22.87	\$23.82	\$23.94	\$24.06	\$24.54	\$25.02	\$25.50	\$25.84	\$26.18	\$26.52	\$26.86	\$27.20	\$28.96	\$30.89
Administrative Secretary	\$27.78	\$29.11	\$30.39	\$31.09	\$32.39	\$32.56	\$32.72	\$33.38	\$34.04	\$34.69	\$35.15	\$35.60	\$36.06	\$36.51	\$36.97	\$39.39	\$41.98
School Secretary	\$24.04	\$25.22	\$26.32	\$26.90	\$28.03	\$28.18	\$28.33	\$28.90	\$29.47	\$30.04	\$30.43	\$30.82	\$31.21	\$31.60	\$31.99	\$34.10	\$36.31
Learning & Support Coordinator	\$24.04	\$25.22	\$26.32	\$26.90	\$28.03	\$28.18	\$28.33	\$28.90	\$29.47	\$30.04	\$30.43	\$30.82	\$31.21	\$31.60	\$31.99	\$34.10	\$36.31
Librarian	\$20.44	\$21.42	\$22.34	\$22.87	\$23.82	\$23.94	\$24.06	\$24.54	\$25.02	\$25.50	\$25.84	\$26.18	\$26.52	\$26.86	\$27.20	\$28.96	\$30.89
Office Assistant	\$19.42	\$20.38	\$21.28	\$21.76	\$22.69	\$22.79	\$22.89	\$23.35	\$23.81	\$24.28	\$24.60	\$24.91	\$25.23	\$25.55	\$25.86	\$27.57	\$29.39
Trip Off-Duty Rate:	\$23.43	\$23.43	\$23.43	\$23.43	\$23.43	\$24.07	\$24.80	\$24.80	\$24.80	\$24.80	\$24.80	\$24.80	\$24.80	\$24.80	\$24.80	\$24.80	\$25.67

