COLLECTIVE BARGAINING AGREEMENT BETWEEN

YELM COMMUNITY SCHOOLS #2

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

YELM ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS # 627

SEPTEMBER 1, 2026 - AUGUST 31,2029

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P R E A M B L E

This Agreement is made and entered into between Yelm Community Schools No. 2 (hereinafter "District") and Public School Employees of Yelm Association of Educational Office Professionals, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing equally and fairly the interests of all such employees.

Section 1.2.
The District will provide the Association with job descriptions and such amendments, changes and additions as may from time to time occur for positions in the bargaining unit.

Section 1.3.
The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classification: Office Professionals. All salary surveys will be based on like positions and responsibilities.

Section 1.4.
A substitute employee is an employee who fills in for a regular employee who is temporarily unavailable due to illness, injury, or some other authorized leave status. Additionally, a substitute employee is an employee who fills a vacant position. A substitute employee always works in a position that belongs to another bargaining unit employee. Substitute employees shall be paid according to Schedule A, Office Professional I, Step 1, but shall have no other rights. Regular employees within this bargaining unit, see Section 1.6 and Section 7.2.

Section 1.5.
A temporary employee is an employee who works in a non-permanent position that does not belong to a permanent employee. Temporary employees shall be paid at Step 1 of the appropriate salary schedule. Temporary employees hired for less than seventy-five (75) days in one school year shall only receive legally required benefits. No posting is required. When a job is or exceeds the seventy-five (75) day limit, it will be posted.

Section 1.6.
A permanent employee moved into a substitute or temporary status, due to a transfer, shall be paid at their regular rate of pay or the first step of the position held, whichever is greater.

Section 1.7.
The use of student employees and volunteers shall not displace bargaining unit employees.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
It is agreed that the customary and usual rights, powers, functions and authority of management are vested in the Board and management officials of the District. These rights include, by way of illustration only, the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees and 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 other legitimate reasons. The District shall retain the right to maintain the 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; except as limited by the terms and conditions of this Agreement.

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 wages, hours, grievance procedures and other working conditions pursuant to RCW 41.56.030, the District shall give due regard and consideration to the rights of the Association and employees and to the obligations imposed by this Agreement.

Section 2.3. Smoking Policy.
The District no-smoking policy is accepted with the following additions and corrections: Association personnel are allowed to leave campus during their breaks.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1.
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 the Association. 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 present any grievance to the District and have such grievance adjusted without the intervention of the Association if desired by the employee. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.
Each employee shall have the right to be accompanied by an Association representative in discussions between an employee and supervisor when the subject of the discussion is a matter that might result in disciplinary or other adverse action against the employee.

Section 3.4.
Each employee reserves and retains the right to delegate any right or duty contained in this Article, exclusive of compensation for services rendered, to appropriate officials of the Association.

Section 3.5.
Neither the District nor the Association shall discriminate on the basis of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups, or because of their membership or non-membership in employee organizations or in the exercise of other rights. This holds true for all district employment, programs, activities and opportunities.

Section 3.6.
Employees shall be evaluated annually using a District developed form that is uniform and used by all offices and personnel that supervise classified employees within this bargaining unit. When changes are made to District developed evaluations forms, the Association will review and approve, in accordance with job descriptions.

An employee shall have the right, upon reasonable notice, to inspect the contents of their personnel file. Inspection shall be in the presence of a District representative. File materials may be reproduced for the employee as promptly as is feasible, upon request. An Association representative may, at the employee's request, be present during the review of said employee's file.

The District shall provide each employee with notice of any materials derogatory of the employee's conduct, service, character or personality to be placed in the personnel file. The employee shall have the right to attach to the material involved, a statement of his/her version of matters.

Employees may put in request to human resources to have any derogatory material removed after three (3) years if no other related disciplinary actions occur, unless a shorter period is specified.

Section 3.7.
Workload management is mutually agreed that communication between the District and the Association regarding additions or changes to the duties that may impact daily routines and workload of office professional staff is a topic which may be discussed in labor management or other regularly scheduled meetings.

Section 3.7.1. Annual Workload Review at Worksites.
The Principal or the District supervisor shall meet with the worksite's office professional staff by September 30 to discuss job duties and daily schedules to ensure that lunches and break periods are provided. A written schedule shall be distributed to all office staff following the meeting.

By October 31, the Principal or District supervisor will gather data to address potential workload concerns. To coordinate adjustments to the schedule, meetings shall be held periodically throughout the school year to review workload, schedules and expectations and to prioritize tasks. The following directives shall govern the workload review.

A. There will be a shared understanding of priorities.
B. If a task is duplicated or unreasonable time-sensitive, it will be evaluated.
C. The division of labor and key deadlines will be clarified through regular communication.
D. In some cases, increased use of technology may be cost-effective means of improving customer service.

Section 3.8.
Employees shall be permitted to attend the contract ratification meetings held on school district premises before or after working hours.

Section 3.9.
Employees will have the opportunity to participate in a YCS Yearly survey to provide feedback to The District about classified staff working conditions and relationships. Surveys will be consistent across work sites, and employees will have the opportunity to respond to the survey anonymously. This survey will be conducted prior to April 1 each year. The District will provide the Association with full survey data upon request.

Section 3.10. Video Cameras.
Video cameras are a tool to assist in monitoring students and provide security for students, staff, and district property at school buildings. The presence of security cameras at school buildings will be disclosed to the Association upon request.

Video may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used to monitor employee performance without the prior approval of the Association. Video will not be reviewed by non-supervisory employees who do not have a job duty that requires the viewing of the videos.

Section 3.11. Public Disclosure Law.
Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested record. Employees shall have four (4) business days to notify the District if they plan to file an injunction blocking the request.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.
The Association has the right and responsibility to present their views to the District on matters concerning their employment relations with the District, to meet at reasonable times to confer and negotiate and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters including wages, hours and working conditions, pursuant to RCW 41.56.030.

Section 4.2.
The Association shall promptly be notified of any disciplinary action of any employee in the unit in accordance with the provisions of the Discipline and Discharge Procedures Articles contained herein. The Association is entitled to have PSE representative(s), when requested by the individual employee, at hearings conducted by any District official or body arising out of a disciplinary action and to make known the Association's views concerning the case.

Section 4.3.
The Association shall provide each member with a copy of this Agreement in accordance with PSE/SEIU's policies.

Section 4.4.
The Association reserves and retains the right to delegate any right or duty contained in this Article to appropriate officials of the Public School Employees of Washington.

Section 4.5.
The President of the Association and designated representatives will be provided time off without loss of pay to a maximum of five (5) days per year to attend regional or state meetings.

Section 4.5.1.
Members of the authorized Association bargaining committee shall be compensated at their regular rate of pay by the Association for all hours of work missed due to negotiations. It is agreed that bargaining members shall be released from work for negotiations provided that twenty-four (24) hours' notice is provided to the immediate supervisor.

Section 4.5.2.
Any bargaining unit member who holds a state position in the Association shall be permitted to utilize leave with pay to perform state functions so long as appropriate advance notice is provided to the Supervisor and Superintendent/Designee. The District will be reimbursed the bargaining member's salary by the PSE State Office for time missed by any member who holds a PSE State Office position to attend state functions.

Section 4.6.
The President/Membership Officer of the Association shall be allowed a reasonable opportunity to confer with new employees during working hours regarding joining the Association. The names and positions of new employees shall be provided to the President/Membership Officer within one (1) week of hire.

Section 4.7.
The Association may post notices of their activities and matters of organization concern on a bulletin board to be provided in each school or workplace by the District as long as the material is not abusive or libelous to other employees or representatives of the District. Association members will have the right to use district facilities and equipment including computers, copiers, audio visual and office equipment at reasonable times to conduct Association business when such equipment is otherwise not in use. Direct operating costs associated with such use will be borne by the Association.

Section 4.8.
The District recognizes that the PSE Field Representative has exclusive representing rights and access to any employee in the bargaining unit at any time. As with any visitor to a school building in the District, the Field Representative is required for safety reasons to check in with the building principal/office upon arrival.

Section 4.9.
The Association shall furnish the District Payroll Office with a list of names of all new members within five (5) days after they become affiliated with the Association. The District Payroll Office will provide the Association with a list of all bargaining unit employees with notations as to who has the District deducting dues within five (5) days of a written request.

The names, addresses, work assignments and current salary information of employees in the bargaining unit will be provided annually to the President of the Association within five (5) days of a written request and updated quarterly if requested in writing.

Section 4.10.
When reductions in the bargaining unit work force are being contemplated, the District shall first meet with the Association as to the necessity for and the manner of any reductions in the work force.

Section 4.11.
The Association shall have the right to meet and bargain compensation of newly created positions within this bargaining unit.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION OR NEGOTIATION

Section 5.1.
Matters appropriate for consultation or negotiation between the District and the Association are those concerning wages, hours, grievance procedures and other working conditions of the employees in the bargaining unit.

Section 5.2.
It is further agreed that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, wages, hours or working conditions.

Section 5.3.
It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.

Section 5.4. Student Calendar.
The District will consult with the Association, as it does with other interest groups, prior to developing or changing the student calendar.

ARTICLE VI

ASSOCIATION-MANAGEMENT RELATIONS

Section 6.1.
The Association representatives may meet with the Superintendent or designated representative at mutually agreeable times to discuss the administration of this Agreement.

Section 6.2.
The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations of directives for resolving the grievances or complaints. The Association may consult with the District on complaints without a grievance being made by an individual employee.

ARTICLE VII

WORKING SHIFTS

Section 7.1.
The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday. Each employee assigned to a shift will have a designated time of beginning and ending. Each shift of eight (8) hours and thirty (30) minutes shall include a thirty (30) minute uninterrupted lunch period, a fifteen (15) minute first half and a fifteen (15) minute second half rest period.

In the event the District requires an employee to work during a scheduled lunch period, the employee's lunch period shall be rescheduled, and if rescheduling is not possible, the employee will be compensated for extra time worked.

Section 7.1.1.
All employees whose duties will not be unreasonably affected may request to work four (4) ten (10) hour shifts per week during the summer hiatus between instructional years subject to supervisor's approval.

Section 7.1.2.
The employee's daily work schedule may be changed at the direction of the principal and/or supervisor to coincide with school needs, provided that the supervisor gives at least two (2) weeks' notice unless an emergency requires waiver of such notification requirements, or the employee agrees to the change.

Section 7.2.
Employees required to work at least one (1) full shift in a higher classification, employee shall receive compensation equal to that normally received by the employee in the higher classification, based upon the experience step.

Section 7.3.
All hours worked, including paid holidays and sick leave, more than a forty (40) hour week, shall be compensated at the rate of one and one-half (1 ½) times the employee's base hourly rate. Employees called for overtime special services shall receive no less than two (2) hours pay per call at one and one-half (1½) times their base rate and shall receive such for all additional hours worked.

Section 7.4.
During inclement weather or emergencies that might require the schools to close down, the District shall make reasonable efforts to inform employees that they should not report for work. The efforts will be satisfied by notices given on specified radio stations, television stations, website or district automated message at least forty-five (45) minutes before employees are required to report to work. In the event employees are not contacted by this means or by telephone and they subsequently report for work, they shall receive a minimum of two (2) hours of pay at the appropriate rate.

Section 7.5.
No provision of this Agreement shall be interpreted to require the District to assign an employee to perform any job assignment that would cause the employee's hours to exceed forty (40) hours for that work week.

Section 7.6. Optional Time.
Employees may have sixteen (16) hours of optional time per school year. With the permission of the employee's supervisor, the optional time of sixteen (16) hours may be performed outside their regular work shift or on Saturdays or to attend a workshop.

Section 7.7.
The work year for office professionals will begin on September 1 yearly and will end August 31 and will coincide with the fiscal year. Summer workdays will be worked after school in June and before school in August at their regular rate of pay including all benefits.

Section 7.8.
The Office Professional V will have the opportunity for input with the building principals in the scheduling of assistants'/office professionals' work.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1.
All employees shall receive the following paid holidays, which fall within their work year:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Veterans' Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day
12. New Year's Eve

Section 8.1.1.
Employees who are on the active payroll on a holiday both their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on an unpaid leave of absence, shall be eligible for pay for a holiday.

Section 8.1.2.
Employees who are required to work on the listed holidays shall be paid at time and one-half (1½) their normal rate of pay for each hour worked, plus any pay due them for the holiday.

Section 8.2.
Vacation days will be computed and recognized as of September 1 of each year. For a partial year, an employee will be granted a prorated share of his/her vacation time. For the following years, vacations are based upon a September 1 anniversary date. During an employee's first partial year of employment, the employee will be granted prorated vacation days as of September 1. For the following years, vacation time will be computed on September 1 anniversary date. The first year of employment must be at least ninety (90) workdays to be computed for vacation purposes.

Based upon the previous conditions, upon completion of the first (1st) year of service with the School District, each regular employee shall be granted five (5) days' vacation. Upon completion of the second (2nd) year of service with the District, each regular employee shall be granted ten (10) days' vacation per year. Upon completion of the fifth (5th) year of service, each regular employee shall be granted one (1) additional day of vacation per year until a maximum of twenty-five (25) days of vacation is reached. Employees shall be allowed to carry over ten (10) days' vacation from one year to the next. Vacation days can be taken in increments of one (1) hour or more.

Employees working less than twelve (12) months shall receive vacation pay on a FTE (full-time equivalent) basis in the July paycheck. Only calendared hours will be counted into computation of vacation credit. The accumulation of vacation days is based on original hire date and not affected by change in job classification.

Employees working less than twelve (12) months may utilize vacation days when the employee's absence would not necessitate substitute coverage. Employees working less than twelve (12) months may not utilize vacation during the months of July and August. Prior to use, the employee must receive supervisor approval. Requests should be submitted in accordance with established leave procedures and will be considered based on operational needs and scheduling considerations.

Vacation schedules are subject to the employee and District needs. All employees will not schedule vacation during the last week of school, the week before school starts, and the week after school starts. If an employee needs to schedule vacation during this time, the employee must receive approval from their supervisor and the Department of Human Resources.

ARTICLE IX

LEAVES

Section 9.1.
Sick leave shall be front loaded to each employee in September. Employees on a 260-day calendar will be given twelve (12) days per year. Employees on a 226 day, 221 day, 216 day and 211 day calendar will be given eleven (11) days per year. All other employees will be given ten (10) days per year. New hires will be given a prorated amount of leave commensurate with the number of days they work during their first year. Such sick leave may be accumulated without limit. Any sick leave days taken will be deducted from the employee's accumulated sick leave on an hourly basis. A doctor's certificate may be required for five (5) or more succeeding days of sick leave.

Section 9.1.1.
Earned sick leave pay will be allowed for illness, injury or emergencies as identified in Sections 9.1.2. through 9.1.4. Sick leave may also be used by employee who are victims of domestic violence, sexual assault, or stalking (RCW 49.76).

Section 9.1.2.
Emergencies are considered a legitimate use of sick leave. Emergencies will be considered matters of a serious nature requiring the presence of the employee that preplanning or rescheduling could not have avoided.

Examples of matters that may be judged to qualify as emergency leave include but not limited to:

- Inclement weather necessitating the closure of school, on a case by case basis determined by the superintendent.
- Bereavement and death of family member or close friend (not covered by Section 9.2.).
- Emergency to property (flood, fire, storm, etc.).
- Court appearance or hearing involving employee's personal interests with less than forty-eight (48) hour notice.
- Birth of a grandchild (limited to 3 days per occurrence; 5 if travel is outside the local area)
- Accident of employee, spouse, *registered domestic partner or children.
- Vacation extension beyond your control.

Examples of matters that would not qualify as emergencies include:

- Vacations or vacation extension.
- Recreational or social activities.
- Employee association business.
- Spouse business or professional activities.

- Pursuit of educational or business interests.
- Political activities.

* Registered domestic partner refers to the domestic partner of an employee where the employee's relationship with the domestic partner is registered with the Washington State Domestic Partner Registry.

Section 9.1.2.1. Inclement Weather.

Where weather and/or weather related emergency conditions have resulted in the delayed opening of a school building and/or work site(s), employees should assume they will complete their regular work schedule each day. When such conditions create hazards, and delay an employee's arrival to work, their work schedule may be adjusted; such adjustments will be coordinated with the building /program administrator and the impacted employee(s).

In the event an employee cannot arrive at work for their regular work schedule due to weather and/ or weather related emergency conditions, the employee is expected to use their judgement what adjustment he/she needs to make to travel safely and report to work. When such conditions cause an employee to arrive late or leave early from work, the District will make every effort to adjust the affected employee(s) work schedule to provide such employee(s) the opportunity to work a full shift, provided his/her school building or department is open.

Should, due to weather and/or weather related emergency conditions, adjusting an employee(s) work schedule is not a viable option, affected employee(s) may have access to emergency leave, unpaid leave or if possible, make up the missed work hours. If an employee elects to make up the hours missed, the employee is to coordinate approval for making up the missed work hours with their building/program administrator.

In the event weather and/or weather related conditions result in a school building /program work site closure after the employee(s) work shift has begun, affected employees are expected to work their regular schedule unless the Superintendent closes their school building/work site due to unsafe conditions. Missed hours of work can be- made up or emergency leave applied in the same manner as above.

In the event weather and/or weather related conditions causes a school building and/or work site to close before the regular hours of the employee(s) work shift, less than two hundred sixty (260) work year calendar day employee(s) are not expected to work on that day, unless a previous arrangement has been made by their building/program administrator. The day will be made up later in the year per the adjustment to the work year calendar. For employees with two hundred sixty (260) work year calendars, they are expected to coordinate with their building/program administrator to make up the lost time or apply emergency leave.

Section 9.1.3.

The employee's sick leave benefits shall begin on the day that the employee is no longer able to work due to temporary disability caused by childbearing. The employee's personal physician must verify this date in writing. An employee requesting childbearing leave should give written notice to the District at least two (2) weeks prior to commencement of said leave.

The employee's sick leave benefits shall be paid for the period the employee's personal physician certifies in writing that the employee is disabled due to childbearing, and the employee has accumulated sick leave. In the event sick leave has been exhausted the employee shall be granted a leave of absence without pay during the period of actual physical disability. A father may be granted the use of sick leave when his wife is giving birth to their child.

Section 9.1.4.

Adoption leave shall be granted upon the same terms to employees who become adoptive parents at the time of birth or initial placement for children. Requests for adoption leave shall be submitted no later than twenty (20) workdays prior to the beginning date of the leave. The request shall include the approximate beginning and ending dates for the leave requested.

An employee may use up to five (5) days first using personal leave and then deducting remaining time from sick leave, prior to the adoption for court proceedings, home study and evaluation, required home visits and other procedures leading to completion to the adoption process.

Adoption leave will be charged in half (½) day or full day increments.

Section 9.1.5.

Employees shall, upon request, be granted sick leave during the contract year when such absence is required to care for a member of said employee's immediate family and household where such member of the employee's immediate family is unable to care for himself/herself and there is no other family member in position to provide such care.

Section 9.1.6.

In the event an employee is absent for reasons that are covered by Washington State Industrial Insurance, the District shall pay the employee from funds allowed from using their sick leave, personal leave, or vacation for as long as funds exist pursuant to RCW 49.46.210. Should the employee wish to not use their accumulated leave and only receive time loss benefits they will inform payroll at the time of injury.

Section 9.1.7.

In order to encourage regular attendance by all employees, the following attendance incentive program is hereby established.

Annual Conversion of Accumulated Sick Leave

Commencing in January of 1985 and on each January thereafter, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused sick leave, may elect to convert unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty five (25) percent of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave.

Any such election shall be made by written notice to the District Business Office during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of state statute and regulation.

Conversion of Sick Leave upon Retirement or Death

Any employee who shall retire or die while employed by the District may elect (personally or by the employees' personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave.

Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of state statute and regulation.

Section 9.2.

Up to five (5) days bereavement leave per occurrence with pay may be taken within the same school year and will be authorized by the District in the event of the death of any member of the immediate family. The immediate family includes mother, mother-in-law, grandmother, sister, sister-in-law, daughter, daughter-in-law, aunt, niece, father, father-in-law, grandfather, brother, brother-in-law, son, son-in-law, uncle, nephew, spouse, legally registered domestic partner, step-parent, step-sibling, step-child, grandchild, foster child or any relative living in the same household.

Additional unpaid bereavement leave may be granted to employees for other members of the extended family at the discretion of the Superintendent's office.

A maximum of two (2) days shall be allowed to attend the funeral of any relative not listed above, a friend, or a co-worker per occurrence. This leave will not be deducted from sick leave.

Bereavement leave will be charged in one-half (½) or full day increments.

Section 9.2.1.

If abuse is suspected, the District may ask for verification pursuant to WAC 357-31-250.

Section 9.3. Personal Leave.

Employees need not provide a reason other than "personal" when requesting personal leave. Employees shall be entitled to three (3) paid days of personal leave for matters that require their absence during the workday. A personal leave day may be taken so long as only one (1) Yelm AEOP office professional is out of an elementary or middle school building at a time and only two (2) are out at the high school level at one time. Personal leave may not be used for:

A. Extending vacation.
B. Concerted and/or individual action against the school district.
C. Personal Leave will not be scheduled during the last week of school, the week before school starts, and the week after school starts. If an employee needs to schedule personal leave during this time, the employee must receive approval from their supervisor and the Department of Human Resources.

The District requests that application to the superintendent or designee for personal leave be made at least forty-eight (48) hours prior to taking such leave, except in the case of emergency or unforeseen circumstances. The superintendent or designee may deny the use of a particular day for a demonstrable reason. This leave is cumulative to five (5) days.

If the employee accumulates one (1) to five (5) days, he/she can request in June, to cash out any days at the current rate of pay. Personal leave may be used in one (1) hour increments, but not more than three (3) days at any one time.

Section 9.4.
A leave of absence without pay may be granted for a limited period of time not to exceed one (1) year. Leaves in this category can only be made by the Superintendent or designee, with School Board approval, and are not subject to review under the grievance policy except where noted herein. Leave shall not be granted to seek other employment.

Section 9.4.1.
The returning employee will be assigned to the same position occupied before the leave.

Section 9.4.2.
The employee shall retain accrued sick leave, vested vacation rights and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave. Provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

Section 9.4.3.
In the event a regular employee within this bargaining unit is selected to replace another regular employee from this bargaining unit on leave, the replacement employee will receive the same benefits as the employee they are replacing.

Section 9.4.4.
Any employee who has completed the probationary period shall be entitled to a leave of absence in cases of protracted illness or injury as certified by their physician. Upon application to the District, such leave shall be granted for the period of illness or injury up to one year, up to three (3) years caused by on-the-job injury. On return to work the employee will return to the same or similar position.

Section 9.5. Jury Duty/Subpoena Leave.
Any employee, when required by a court of law to serve on a jury during the employee's work year shall be paid his/her regular salary for the full time his/her services are required by the court as per school board policy. Provided further, that jury duty days of public service shall not be deducted from other leave days that the employee has under the terms of his/her contract so long as the employee provides legal proof of service. In addition, the District shall grant a paid leave to staff subpoenaed as witnesses in court or other legal proceedings.

Section 9.6. Military Leave.
Employees shall be granted military leave of absence with pay to the limits set by law or as hereafter amended.

9.6.1. Military Leave-Spouse.
The District shall allow an employee who is the spouse of a military member of the U.S. Armed Forces, National Guard, or Reserves who has been notified of an impending call or order to active duty or has been deployed to take up to fifteen (15) days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to active duty or when the military spouse is on leave from deployment (RCW 49.77.030).

Section 9.6.2 Military Caregiver Leave.
An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in twelve (12) month period to care for the service member.

Section 9.7.
Abuse of sick leave will result in disciplinary action against the employee involved.

Section 9.7.1.
An employee who obtains a leave under false pretenses shall be subject to disciplinary action.

Section 9.8. Shared Sick Leave.
Shared sick leave and/or personal holidays are available to those employees who qualify by law.

Section 9.9. Paid Family Medical Leave.
Employees shall be eligible to receive Paid Family Medical Leave (PFML) under the Washington State Family Medical Leave and Insurance Act. Eligibility and benefits are determined by the State and applicable law. Employees may learn more regarding eligibility through Paidleave.wa.gov. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay fifty percent (50%) 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. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

Section 9.10. Domestic Violence Leave.
Leave with pay (to the extent the employee has accrued paid leave available for use) or without pay may be granted to allow victims of domestic violence, sexual assault, or stalking to take reasonable leave from work for legal or law enforcement assistance, medical treatment, counseling or as otherwise provided by RCW 49.76. The employee shall provide verification of eligibility to take leave as authorized by RCW 49.76. The employee must give advance notice when possible.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.
The seniority of all employees hired in the District in any classified position prior to January 1, 2002, shall be grandfathered with full seniority (hereinafter "hire date") from their original date of hire unless such seniority shall be lost as hereinafter provided. The seniority of an employee hired effective January 1, 2002, shall have their seniority date established as the date on which the employee began continuous daily employment within this bargaining unit in the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 10.1.1.
Temporary employees who become permanent shall have their seniority date adjusted to the date they began temporary employment after completion of the probation period.

Section 10.1.2.
Seniority rights shall be lost for the following reasons:

- Resignation;
- Discharge for sufficient cause; or
- Retirement.

Section 10.1.3.
Seniority rights shall not be lost for the following reasons:

- Time lost by reason of industrial accident and/or industrial illness;
- Time on leave of absence granted for the purpose of serving in the Armed Forces; or
- Time spent on other authorized leaves.

Section 10.2.
Each new hire shall remain in a probationary status for a period of not more than sixty (60) workdays, provided such probationary period may be extended up to thirty (30) additional workdays upon mutual agreement between the District and the Association. During this probationary period the District may discharge such employee without cause.

Section 10.3.
Upon completion of the probation period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 10.4.
The employee within each job classification with the earliest hire date shall have preferential rights regarding promotions, assignments to new or open office professional jobs and positions and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance far greater than a senior employee or employees, the District shall set forth in writing to the senior employee or employees upon written request, and the organization why the senior employee or employees have been bypassed.

Section 10.4.2.
Employees shall be notified of the intent of re-employment in writing prior to the end of each school year.

Section 10.5.
Employees on layoff status shall file their addresses in writing with the Personnel Office of the District and shall thereafter promptly advise the District in writing of any change of address. Employees shall be given a minimum of ten (10) workdays notice in writing prior to any reduction in force. An employee shall forfeit rights to re-employment as provided in this Section if the employee does not comply with the requirements set herewith, or if the employee does not respond to the offer to re-employment within five (5) workdays. An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided that such employee is offered a comparable position to the one he/she held prior to layoff.

A comparable position is defined as a position within eighty (80) annual hours above or below the current position and at the same pay classification.

Section 10.6.
Any promotion or voluntary change shall be considered temporary for a period of ten (10) workdays. Within that period if the employee or employer finds the transfer unsatisfactory, the employee will revert to his/her former position without prejudice. Any employee who reverts to their previous position within the ten (10) days, may not apply to a new or open comparable position for twelve (12) months from the date of hire without district approval.

Section 10.7.
The District shall publicize within the bargaining unit for five (5) workdays, the availability of open positions within ten (10) working days after the District is apprised of the opening. Should the District choose to post a vacancy within the unit, such vacancy will be available to the Association for five (5) working days. Vacancies will be posted on the District website and the Association president and office professionals will be emailed a copy of each posting.

Yelm AEOP representation will be included on any interviewing team to fill bargaining unit positions. In the event no Yelm AEOP members are available to participate, the District will notify the Association prior to conducting the interviews.

Section 10.8.
All bargaining unit applicants shall be granted an interview, provided they meet the minimum qualifications for the position. When a newly established position or a vacant position in the bargaining unit is to be filled, notification of position shall be sent to the Association leadership.

Section 10.8.1.
The District will notify the Association of any internal candidates. The employee with the earliest hire date within the bargaining unit will receive preference for promotion and transfers when ability and performance are substantially equal with those of other applicants. If the District determines that seniority should not govern, it shall set forth in writing upon the request of any bargaining unit employee applicant, its reason(s) for the seniority bypass to be given to the applicant and to be forwarded to the Association President.

Section 10.9.
A newly hired employee shall be given longevity credit for years of service in a Washington school district. A former employee of the District shall be covered under this Section the same as former employee of another Washington school district (RCW 28A.400.300). Any newly hired employee who has school district experience outside of Washington State shall receive one half (½) a year credit for years of service.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.
The District shall have the right to discipline, suspend or discharge an employee for sufficient cause.

Section 11.2.
An employee shall be advised of the right to be represented by Association representation prior to any disciplinary situation/action that may adversely affect his/her employment status.

Progressive discipline steps shall include verbal warning, written reprimand, suspension with/without pay, and termination as a final and last resort. Documents identified as written reprimand, suspension or termination shall be placed in the employee's personnel file.

The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when serious and compelling circumstances warrant, depending on the nature of the issue. The Association shall be promptly notified by the District of any disciplinary actions taken against any employees.

It should be noted that a letter of direction is not a form of discipline unless clearly stated. A letter of direction can be given to an employee to improve work performance or to clearly communicate functions of the job. A letter of direction may follow a verbal conversation outlining the issues discussed in the meeting.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.
Beginning January 1, 2020, employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program as adopted in the School Employees Health Care Coalition agreement. The District will pass through the fullest extent of benefits provided by the state. This amount shall be contributed towards insurance coverage monthly per eligible employee as defined below.

Employee Eligibility
All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, six hundred thirty (630) hours or more in a school year. For purposes of benefits provided under SEBB school year shall mean September 1 - August 31.

Dependent Eligibility
Legal spouses, state-registered partners, children up to the age of twenty-six (26) (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

Calculation of Hours
All hours worked during the school year as a school district employee shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work six hundred thirty (630) hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

Benefit Enrollment/Start
Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work six hundred thirty (630) hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work six hundred thirty (630) hours or more during the school year and that employee begins on or before the first day in September.

Benefit Termination/End
Any employee terminating employment shall be entitled to receive the District Insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e., the end of the school/work year), benefit coverage will continue through August 31.

Section 12.1.4.
The District will pay one hundred percent (100%) of the full family vision insurance per month per full time employees.

Section 12.2.
To convert sick leave at the time of separation in accordance with WAC 392-136-020, an employee must be at least fifty-five (55) years of age and have at least fifteen (15) years of service within the School Employees Retirement System (SERS) Plan 2 or ten (10) years of service within the SERS Plan 3. The sick leave conversion rate is twenty-five percent (25%). All accrued sick leave will be monetary compensation and paid on the employee's final payroll.

In accordance with WAC 392-136-015, current employees may elect to convert sick leave in excess of sixty (60) days. The annual conversion will be monetary compensation and paid on the February payroll. Contributions are based upon the number of sick leave days earned during the previous calendar year, less any days used during the calendar year.

Section 12.3.
The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.4.
The District shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

Section 12.5.
All employees subject to this Agreement shall be entitled to participate in a tax sheltered annuity plan approved by the School District. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

Section 12.6.
In determining whether employees subject to this Agreement are eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime or otherwise.

ARTICLE XIII

VOCATIONAL TRAINING

Section 13.1.
Employees attending District approved and/or directed training courses, workshops, in-service and staff development programs on non-workdays or before/after regular work hours will be compensated their hourly rate of pay. Overtime will apply if the employee works forty (40) hour work week in accordance with Fair Labor Standards Act (FLSA). The employee will also be reimbursed for reasonable and customary travel expenses outside the District, if any. Permission must be provided by the building administrator and superintendent prior to any overtime worked.

Section 13.1.1.
Employees in the bargaining unit will be compensated their hourly rate of pay for such activities as building open houses, evening conferences, athletic events, dances and other extra-curricular activities beyond the employee's regular work schedule in accordance with FLSA. Overtime will apply to all hours beyond forty (40) hours. Prior approval is required for all overtime.

Section 13.1.2.
Employees in the bargaining unit who participate or perform committee work before and after work hours will be compensated their hourly rate of pay in accordance with FLSA. Overtime will apply to all hours beyond forty (40) hours. Prior approval is required for all overtime.

Section 13.2.
(A) NAEOP/PSP. Employees shall be compensated five hundred twenty-five dollars ($525) annually for the first National Association of Educational Office Professionals' (PSP) Professional Standards Program Certificate earned one hundred dollars ($100) annually for each additional PSE certificate earned. Certificates, or notification from the National Association of Education Office Professionals must be submitted to the personnel office by October 1, in order to receive compensation for that year. Compensation will be paid in a lump sum payment in the October pay period. A copy of the earned certificate will be required to be kept in the employee's District personnel file.
(B) Upon verification by transcript, all employees covered by this Collective Bargaining Agreement shall receive only one (1) of the following for salary premiums.

- 22.5 quarter hours or 225 clock hours: $0.25 (10 clock hours=1 college credit.)
- 45 quarter hours or 450 clock hours: $0.50 (10 clock hours=1 college credit.)
- AA degree: $1.00
- BA degree: $1.25
- MA degree or higher: $1.50

Section 13.3.
Eligible credits or clock hours for advancement may be earned during the year. To receive payment for credits or clock hours, it shall be the employee's responsibility to provide transcripts or clock hour forms to the Human Resources department by October 1 if the credits or clock hours are to count toward an increase in pay for that school year. An employee may only advance on the salary schedule if he or she has sufficient credits or clock hours turned in by October 1. If an employee's clock hours or credits are declined, they may appeal to the Human Resources Director.

Section 13.4.
Each office professional's NAEOP dues will be paid by the District.

Section 13.5.
Priority will be given to provide training during working hours prior to the start of each school year.

Section 13.6.
The District agrees to provide twenty thousand dollars ($20,000) annually for professional development, professional association dues/fees and mentor opportunities. To ensure equitable access to these funds, by all members, each member will be limited to five hundred dollars ($500) prior to February 1 of each school year. After February 1 of each year any remaining funds will be available to all members on a first come first serve basis. To access these funds staff must complete the Office Professional development form, located in Appendix 1 of the collective bargaining agreement, and submit the form to Human Resources prior to accessing any available funds.

New, transferred, or long-term substitute employees shall be provided with a mentor upon approval by the Human Resources Director. Mentors will be from within the same category and with substantially similar duties. The Association will ensure the mentor/mentee relationship is established and notify Human Resources. If an employee is asked to be a mentor, the District will make reasonable efforts to ensure that the mentor's other duties are not neglected, which may include providing a substitute or authorizing additional hours for the employee. Due consideration will be given to the additional workload mentoring entails in evaluating mentors' performance of their other job duties. Mentor-mentee meetings will not be scheduled outside the mentee's regular workday.

Mentor duties to include minimally:

- Meet with mentee to discuss job responsibilities as needed.
- Be available for problem-solving/consultation/troubleshooting.

Mentors will be paid five hundred dollars ($500) for the first year and two hundred and fifty dollars ($250) for the second year when they are assigned as a mentor for the same mentee. Compensation will be paid annually in June and prorated based upon hire or transfer date.

ARTICLE XIV

MAINTENANCE OF MEMBERSHIP

Section 14.1. Membership.
The District and PSE/SEIU 1948 have a shared interest in providing the best service to the public. Therefore, it is the expectation of both the District and PSE/SEIU 1948 that District representatives shall remain neutral on the issue of union membership and respect all PSE/SEIU 1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU 1948 upon employment with the District.

Section 14.2. Authorization.
An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE). If the employer receives a request for authorization of deduction, the employer shall as soon as practicable forward the request to Public School Employees of Washington (PSE).

Section 14.2.1. Membership Rescission.
The employee's authorization remains in effect until expressly revoked by the Employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deduction must be in writing and submitted by the employee to Public School Employees of Washington (PSE) in accordance with the terms and conditions of the authorization. Revocation will not be accepted by the employer if the authorization is not obtained by the employee to Public School Employees of Washington (PSE). After the employer receives confirmation from the exclusive bargaining representative that the employee may revoke authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 14.3. New Hire Notification.
The employer will provide Yelm AEOP electronic notification of the name, address, personal phone number, classification, job title, work location, and personal email address of all newly hired bargaining unit employees.

Section 14.4. Access to New Employees of the Bargaining Unit.
The employee will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about the Association to the new employee. "Reasonable Access" for the purposes of this section means the access to the new employee occurs within one (1) week of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Association.

Section 14.4. Member Lists.
The Employer will provide the Association a monthly bargaining unit list transmitted electronically to the Chapter President/Membership Officer, containing every bargaining unit employee's: name; employee number; classification; job title; work location; personal phone number; address; work and personal email address; hourly rate of pay; hours worked; gross pay; union dues paid.

Section 14.6. Political Action Committee (COPE).
The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check.

Section 14.6.1. Hold Harmless.
The association agrees to defend and hold the District harmless against any legal action brought against the District in reference to valid membership.

Section 14.6.2. Checkoff.
The District shall deduct PSE dues, assessments, and service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transfer all such funds deducted to Public School Employees of Washington (PSE) on a monthly basis. Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every month and include membership status changes.

Section 14.6.3. Local Chapter Dues.
The District shall deduct local Association chapter dues from the pay of any YAEOP employee and transfer the dues directly to the local Chapter President/Treasurer on a monthly basis.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.
Grievances arising between the District and its employees (individual or group) within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 15.2. Step 1 (Informal):
The employee shall first discuss the grievance with his/her immediate supervisor or administrator whose decision they are grieving, stipulating to the supervisor/or administrator that this discussion will be Step 1 of the Grievance Procedure. If the employee wishes, (s)he may be accompanied by an Association representative at such discussion.

All grievances not brought to the immediate supervisor/administrator in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance, shall be invalid and subject to no further processing.

Section 15.3. Step 2:
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall within ten (10) working days, reduce to writing a statement of the grievance containing the following:

a. The facts on which the grievance is based;
b. A reference to the provisions in this Agreement which have been allegedly violated;
c. The remedy sought.

The employee shall submit the written statement of grievance to his/her immediate supervisor or administrator whose decision they are grieving, for reconsideration and shall submit a copy to the Director of Human Resources. Administration will have ten (10) working days from receipt of the written statement to resolve or respond.

Section 15.4. Step 3:
If no settlement has been reached within the ten (10) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to Director of Human Resources. The Director of Human Resources shall conduct a hearing, at which the grievant shall be entitled to representation by the Association. In any case, the Director of Human Resources shall respond in writing within ten (10) working days, unless an extension is mutually agreed to in writing.

Section 15.5. Step 4:
If the decision of the Director of Human Resources is unacceptable to the grievant and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) working days of receipt of the decision to the Superintendent. The Superintendent or designee shall conduct a hearing at which the grievant shall be entitled to representation by the Association. In any case, the Superintendent or his designee shall respond in writing within ten (10) working days, unless an extension is mutually agreed to in writing.

Section 15.6. Step 5:
If the decision of the Superintendent or designee is not acceptable to the Association, it may request that the grievance be submitted to an arbiter for a prompt hearing as hereinafter provided. Written notice of a request for arbitration shall be made to the Superintendent within twenty (20) working days of receipt of the decision under Section 15.5. Step 4. The issue must involve the interpretation or meaning of the express provisions of this Agreement.

When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) working days after submission of the written request for arbitration, the provisions of paragraph five (5) below shall apply to the selection of an arbiter.

In the event an arbiter is not agreed upon as provided in paragraph four (4) above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties in turn have the right to strike a name from the panel until only one (1) name remains. The right to strike the first name from the panel shall be determined by lot. Arbitration proceedings shall be in accordance with the following:

The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days (unless mutually extended) of the completion of the closure of the record.

The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties. Each party shall pay any compensation and expenses relating to its own witnesses or representatives. The Association or the District shall each pay fifty percent (50%) compensation of the arbiter, including necessary expenses, and the other party shall pay fifty percent (50%) of the arbiter's fees and expenses.

ARTICLE XVI

NEW EMPLOYEES

Section 16.1.
Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement, provided, the employee has been actively employed continuously for at least one half (½) of the previous employment year in his/her current position.

Section 16.2.
When determining if a Yelm AEOP employee is to be placed on a longevity step (10 year, 15 year, 20 year or 25 year) the District will use the years of continuous service with Yelm Community Schools. Time as a substitute employee will not be considered in determining years of continuous service.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.
Salaries and wages of employees are contained in Schedule A. The District shall pass on all legislatively approved salary and State funded benefit increases each year for the length of the contract.

Section 17.1.1.
Schedule A shall be effective for the entire term (September 1, 2026 - August 31, 2029) of this Agreement in accordance with Article XVIII.

Section 17.1.2.
Retroactive pay, where applicable, may be delayed until it can be processed by the payroll department, but no later than forty-five (45) workdays after ratification of this Agreement.

Section 17.2.
The District shall reimburse employees for the use of their personal transportation at the prevailing IRS mileage reimbursement rate when required or requested by the District.

Section 17.3.
Employees required to remain overnight on District business shall be reimbursed for meals and lodging after presenting appropriate receipts in accordance with District policy.

Section 17.4.
Salary payments will be made in twelve (12) monthly installments to selected employee checking or savings accounts in area banks. Pay will be received on the last weekday (exclusive of a holiday) of every month.

Section 17.5.
When employee(s) promote they shall move to the same step on the new wage range.

Section 17.6.
The District shall provide any specialized equipment and clothing required for the performance of duties.

Section 17.7.
The District shall cover the deductible for damage to employee vehicles incurred while an employee is performing District duties, up to one thousand dollars ($1,000.00), so long as the damage is determined not to be the fault of the employee. Proof of deductible payment must be provided by employee prior to receiving reimbursement from the District.

Section 17.8.
In the event the District negotiates a wage or benefit increase with any other bargaining unit, administrative staff, or group, for the duration of this contract, which exceeds the increases in this agreement, the District agrees to immediately reopen on wages and benefits.

Section 17.9.
The District will work with each employee to fill out the enrollment form in order to become eligible for benefits. VEBA contributions may be made from the following funding sources:

A. Sick Leave Contributions – Retirement /Separation from Service: Employees may contribute at retirement or separation from service in accordance with RCW 28A.400.210.
B. Sick Leave Contributions – Annual: Employees who have accumulated sixty (60) or more days of unused sick leave may contribute the excess on an annual basis.
C. Contributions are based upon the number of sick leave days earned during the previous calendar year, less any days used during that calendar year.
D. Personal Leave Contributions – Retirement or Separation from Service: Employees are able to contribute the full value of their accrued personal leave upon retirement or separation from service.
E. Personal Leave Contributions – Annual: Employees may elect to contribute annual personal leave cash-out amounts per this negotiated agreement.

This section is applicable for each year covered by the Collective Bargaining Agreement. The ratification of this Collective Bargaining Agreement takes place of an annual vote.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.
The term of this Agreement shall be September 1, 2026 through August 31, 2029.

Section 18.1.1.
See attached salary schedule for 2026-2027 school year. For each year of this Agreement 2026-2027; 2027-2028; and 2028-2029 the salary schedule will be increased by the Implicit Price Deflator (IPD) as designated by the Washington State Legislature. The salary schedule is located in Schedule A of this contract.

Section 18.2.
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 18.2.1.
Schedule A will be applicable and updated each year for the duration of the contract as defined in Section 17.1.1. The District shall pass along all salary and State funded benefit increases for the length of the bargaining Agreement.

Section 18.3.
This Agreement may be reopened and modified at any time during its term upon consent of the parties in writing.

Section 18.4.
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 18.5.
Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 18.6.
Parties agree that each has had the opportunity and unlimited right to make proposals with respect to any matter deemed a proper subject for bargaining. The results of their negotiations are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each, voluntarily and without qualification, agrees to waive the right to oblige the other to bargaining with respect to any matter or subject not specifically referred to or covered by this Agreement.

ARTICLE XIX

NO STRIKE/NO LOCKOUT AGREEMENT

Section 19.1.
The District and Association recognize that the cessation or interruption of services by classified employees is in violation of this Agreement. This Association hereby agrees that it or unit members collectively or individually will not initiate, cause, permit or participate or join in any strike or work stoppage. Strike and work stoppage shall be deemed to include slowdowns, stoppages of any kind, sit-in, sick-ins, refusals to perform work, or any type of interference whatsoever with the operation of school facilities.

In the event of any action or violation of this Agreement, the Association will immediately attempt to secure a return to work of those in violation.

The District shall have the right to discipline including discharge any Association member for taking part in any violation of this section. The employer agrees there will be no lockouts.

ARTICLE XX

SAFETY

Section 20.1.
It is agreed that safe working conditions are desirable and necessary. The District shall be vigilant in noticing and correcting unsafe working conditions. Employees shall be vigilant in noticing, reporting to the appropriate personnel, and correcting, if possible, any unsafe working conditions.

The District is responsible for providing safe working conditions and equipment for all employees and will adhere to all federal and state statutes, rules, and regulations as now and hereafter amended.

Section 20.2. Safe Working Conditions.

1. Office Professionals will be notified by the building administrator within forty-eight (48) hours if a student who has been expelled for weapons, dangerous devices, or a serious assault is readmitted or transferred into their building.

2. Employees will not be requested nor required to perform any duty requiring a teaching certificate.

3. The District shall hold employees harmless when reporting alleged child abuse to District Administrators.

4. The Employer shall support and assist employees with respect to the supervision and control of students, public, and/or other staff while employed by the Yelm Community School District on Yelm Community School District property.

5. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The District is committed to providing appropriate health-room coverage.

6. To the extent possible by building design and available District resources, employees shall be provided a work area with adequate space, heating, ventilation, and lighting in which to work.

7. 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 the bargaining unit. Meetings will be conducted on work time and count as hours worked.

8. All staff will be trained on proper use of PPE; how to wear, remove, dispose/wash as appropriate.

9. Training will also include the necessary information to access PPE for regular assignments and additional levels of PPE if it should become necessary.

ARTICLE XXI

CLASSIFICATION REVIEW

Section 21.1. Classification Review Committee.
After six (6) months in a position, a unit member or the Association may initiate a classification review process to alter the classification of the position. To initiate the process, the employee or Association must submit an application.

Completion of one (1) application per job title is required in addition to the administrator/supervisor completing a survey for each employee. The Classification Review Application may be accessed online and will be reviewed yearly in November.

In the event the District wishes to reclassify any position in the bargaining unit, the District shall initiate a classification review process in writing to Human Resources and the Association Presidents.

The Director of Human Resources will review requests on an ongoing basis. Application for Classification Review must be submitted electronically to Human Resources. Classification reviews of job titles with multiple employees may be submitted as a group.

The Director of Human Resources will submit the application for reclassification to the Classification Review Committee for review.

The Classification Review Committee will consist of the Director of Human Resources, or designee, two (2) District appointees, the Association-President, Vice President, and two (2) Association appointees. Positions that have been reviewed in the past twenty-four (24) months will not be considered for reclassification unless there have been significant changes to the position's responsibilities. In such cases, the district and the union must meet to finalize a mutually acceptable update to the job description before the reclassification process can continue.

SIGNATURES

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948
YELM OP CHAPTER #627

Dorine Hunt
Dorine Hunt (Nov 6, 2026 15:42:58 PST)
Dorine Hunt, Chapter President

YELM COMMUNITY SCHOOLS #2

DeeDee J Buckingham
DeeDee Buckingham, Director of HR

Yelm Community Schools #2 | PSE Yelm OP Chapter #627
Schedule A
September 1, 2026 - August 31, 2027

						10 yrs	15 yrs	20 yrs	25 yrs
Office Professional I 02-22	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**
Student Learning Facilities/Volunteer	$25.85	$26.76	$27.69	$28.67	$29.52	$30.41	$31.62	$32.90	$34.20

						10 yrs	15 yrs	20 yrs	25 yrs
Office Professional II 02-23	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**
MS ASB and Athletic Office HS Athletics Extension School HS Attendance HS BECCA Elementary Attendance HS Receptionist	$26.89	$27.83	$28.79	$29.80	$30.71	$31.62	$32.89	$34.20	$35.57

						10 yrs	15 yrs	20 yrs	25 yrs
Office Professional III 02-24	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**
Food Service District Receptionist/Communications HS ASB MS Registrar/Attendance HS Assistant Principal HS Counseling Elementary Receptionist/ASB/Registrar Student Support	$ 28.22	$ 29.21	$ 30.23	$ 31.29	$ 32.24	$ 33.20	$ 34.54	$ 35.90	$ 37.34

						10 yrs	15 yrs	20 yrs	25 yrs
Office Professional IV 02-25	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**
CTE Student Learning Facilities Transportation Student Support HS Registrar	$ 29.62	$ 30.67	$ 31.73	$ 32.85	$ 33.84	$ 34.86	$ 36.25	$ 37.72	$ 39.22

						10 yrs	15 yrs	20 yrs	25 yrs
Office Professional V 02-26	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**
Principal	$ 31.11	$ 32.20	$ 33.32	$ 34.49	$ 35.52	$ 36.61	$ 38.07	$ 39.59	$ 41.18