

COLLECTIVE BARGAINING AGREEMENT BETWEEN

TOLEDO SCHOOL DISTRICT #237

AND

PUBLIC SCHOOL EMPLOYEES OF TOLEDO PSE

SEPTEMBER 1, 2021 - AUGUST 31, 2024



Public School Employees of Washington / SEIU Local 1948

PO Box 798

Auburn, WA 98071-0798

1.866.820.5652

www.pseclassified.org

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DECLARATION OF PRINCIPLES

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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

PREAMBLE

This agreement is made and entered into between Toledo School District Number 237 (hereinafter “District”) and the Public School Employees of Washington/SEIU Local 1948, through its local affiliate (hereinafter “Union”). In consideration of the mutual covenants contained therein, the parties agree as follows.

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Union as the exclusive representative for all classified employees described in Section 1.2 of this agreement (hereinafter “employees”).

Section 1.2.

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

Section 1.2.1. Substitutes.

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

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ARTICLE II

RIGHTS OF EMPLOYEES

Section 2.1.

It is agreed that all employees subject to this agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union in all such matters as authorized by law.

Section 2.2.

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

Section 2.3.

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

Section 2.4.

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

Section 2.5.

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

Section 2.5.1.

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

Section 2.5.2.

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

Section 2.6. Equity, Diversity, and Inclusion.

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



1 **Section 2.7.**

2 Pursuant to RCW 28A.210.275, employees requested to administer medications or perform nursing
3 services shall be provided training and shall have right of refusal without employer reprisal or
4 disciplinary action. Employees must receive the training before they are authorized to deliver the
5 service or medication. Such training will be provided as necessary on an ongoing basis to ensure that
6 the proper procedures are not forgotten because the services or medication are delivered infrequently.

7
8 **Section 2.8.**

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

12
13 **Section 2.8.1.**

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

17
18 **Section 2.9.**

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

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30 **ARTICLE III**

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32 **RIGHTS OF THE UNION**

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34
35 **Section 3.1.**

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

41
42 **Section 3.2.**

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



1 **Section 3.3.**

2 Upon request, the District shall provide Public School Employees of Washington/SEIU Local 1948
3 with the name, position, hire date, and rate of pay of each employee. At the time of hire, the same
4 information will be provided to the Association with respect to each newly hired employee.
5

6 **Section 3.3.1. Orientation.**

7 The Union shall have up to thirty (30) minute orientation with new employees during an
8 employee's regular work hours within ninety (90) days of the employee's start date. The
9 orientation will be for the purpose of presenting information about the Union to the new
10 employee. The Union shall inform each new employee that membership in the Union is
11 voluntary and only when an employee clearly and affirmatively consents to joining the Union
12 may the Union collect fees.
13

14 Attendance at such orientation by a new employee is voluntary (time will be paid). The Union
15 is responsible for organizing the meeting.
16

17 **Section 3.4. COPE (Committee on Political Empowerment).**

18 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
19 deduct from the pay of such bargaining unit employee the amount of contribution the employee
20 voluntarily chooses for deduction for political purposes and shall transmit the same to Public School
21 Employees of Washington/SEIU Local 1948. The employee may revoke the request at any time,
22 provided the employee adheres to the revocation process required by the Public School Employees of
23 Washington/SEIU Local 1948.
24

25 **Section 3.5.**

26 The Employer will provide for payroll deduction of Association Dues and initiation fees upon
27 authorization by the employee. The Association will provide the District the monthly amount of dues,
28 certified by the secretary of the Public School Employees of Washington. Payroll deduction
29 authorization cards must be received by the Toledo School District by the 15th of the month to be
30 recognized as effective for that month. The District will transmit to PSE of Washington/SEIU #1948
31 the total amount so deducted together with the list of names of the employees from whose pay
32 deductions were made. All refunds of such deductions which may be required to be made to any
33 employee shall be made by the Association, and the Association shall settle all questions, and disputes
34 between it and its members with reference to deductions or refunds of the like without recourse to the
35 District.
36

37 **Section 3.6.**

38 The District agrees to submit a report monthly along with its remittance of dues identifying each
39 employee by name, location and dues amount remitted.
40

41 **Section 3.7. Local Dues.**

42 The District shall deduct local chapter dues separately and remit all such funds to the local chapter
43 treasurer.
44

45 **Section 3.8. Dues Revocation.**

46 An employee's request to revoke dues authorization must be in writing and submitted by the employee
47 to PSE. Revocations will not be accepted by the employer if the authorization has not been submitted

1 to PSE by the employee. The District shall end the dues deduction effective the first payroll after
2 receipt of the confirmation that the employee has revoked dues authorization.

3
4 **Section 3.9.**

5 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
6 orders, and/or judgments against the District on account of any check-off of Association dues, services
7 charges, or voluntary political contributions.

8
9 **Section 3.10.**

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

13
14 **Section 3.11. School Facilities and Equipment Use.**

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

18
19 **Section 3.12. Meeting Sites.**

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

22
23 **Section 3.13. Bulletin Boards.**

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

26
27 **Section 3.14. Intra-District Communication Services.**

28 The Union may use intra-district mail, or other communication services to communicate with classified
29 employees.

30
31 **Section 3.15.**

32 The District shall make available to the Union president via the District's website a copy of the board
33 agenda and any related documents before each school board meeting. The District shall make available
34 to the Union president a copy of the board minutes, as available, after each school board meeting.

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38 **ARTICLE IV**

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40 **RIGHTS OF THE EMPLOYER**

41
42 **Section 4.1.**

43 It is expressly agreed that all rights which ordinarily vest in and are exercised by school districts,
44 except such as are expressly relinquished herein, are reserved to and shall continue to vest in the school
45 district. This shall include, this enumeration being merely by way of illustration and not by way of
46 limitation, the right to:
47

- a) manage the school district and address and direct the work force including the right to hire and to suspend, discipline or discharge employees.
- b) transfer employees to positions deemed appropriate.
- c) layoff or relieve employees from duty because of lack of work or for other reasons.
- d) make such operating changes as are deemed necessary for the efficient and economical operation of the school district, including the right to change the normal work week, number of hours normally worked during the work week, length of the normal work day, the hours of work, the beginning and ending time of each shift or assignment, and the number of shifts to be operated.
- e) determine the qualifications of all employees and potential employees.

ARTICLE V

UNION REPRESENTATION

Section 5.1.

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

Section 5.2.

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

ARTICLE VI

EVALUATIONS

Section 6.1.

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

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The workweek will consist of Monday through Sunday.

1 **Section 7.2.**

2 Each employee shall be assigned by the District to a definite shift and workweek with designated times
3 of beginning and ending, which normally will not be changed without prior notice to the employee of
4 one (1) work week except upon mutual agreement.
5

6 **Section 7.2.1. Meal Periods - Rest Periods.**

- 7
- 8 A. Employees shall be allowed a meal period of at least thirty (30) minutes which
9 commences not less than two (2) hours nor more than five (5) hours from the beginning
10 of the shift. Meal periods shall be paid when the employee is required by the Employer
11 to remain on duty on the premises or at a prescribed work site, or when meal periods are
12 frequently interrupted to undertake the Employer's business.
13
 - 14 B. No employee shall be required to work more than five (5) consecutive hours without a
15 meal period.
16
 - 17 C. Employees shall be allowed a rest period of not less than ten (10) minutes, on the
18 Employer's time, for each four (4) hours of work time. Rest periods shall be scheduled
19 as near as possible to the midpoint of the work period. No employee shall be required to
20 work more than three (3) hours without a rest period.
21

22 **Section 7.3.**

23 Employees required to work through their regular lunch periods will be given time to eat at a time
24 agreed upon by the employee and supervisor. In the event the supervisor requires an employee to
25 forego a lunch period and the employee works the entire shift, including the lunch period, the
26 employee shall be compensated for the foregone lunch period at their overtime rate of pay. An
27 employee working through their lunch period without prior authorization from their supervisor may be
28 subject to discipline.
29

30 **Section 7.4.**

31 Employees requested to work a shift regularly filled by a higher classification bargaining unit
32 employee shall be paid the higher classification's wage rate on the employee's current longevity step.
33

34 **Section 7.4.1.**

35 Classified personnel shall not substitute or cover for certified personnel except in an
36 emergency.
37

38 **Section 7.5.**

39 Employees shall be paid for attending staff meetings when their attendance is required by their
40 building administrator. All employees shall be paid for all hours in attendance at the start of school
41 staff meetings.
42

43 **Section 7.5.1.**

44 Employees serving on district and/or school committees shall be paid their regular wage rate
45 per hour for each committee meeting.
46

47 **Section 7.6. Overtime.**

48 Supervisors will assign overtime when needed.

1 **Section 7.6.1.**

2 All hours worked in excess of forty (40) hours in a work week shall be compensated at the rate
3 of one and one-half (1½) times the employee’s regular pay. All overtime must have prior
4 approval from employee’s supervisor. In compliance with federal and state FLSA rules, an
5 employee cannot voluntarily waive overtime pay or perform work that is part of their regularly
6 assigned duties without pay.
7

8 **Section 7.6.1.1. Compensatory Time Off.**

9 An employee assigned to a regular forty (40) hour per week work schedule may, at
10 his/her option, request compensatory time off in lieu of overtime pay. If granted,
11 compensatory time off, may be accrued; provided, however, that records shall be
12 maintained and there must be a reasonable expectation that the employee will be
13 provided an opportunity to expend the accrued time. Compensatory time off in lieu of
14 overtime pay as provided in this Article shall be accrued at the rate of one and one-half
15 (1½) hours for each hour worked. When a staff person reaches forty (40) hours of
16 accrued compensatory time off, he or she must be paid. Compensatory time off not
17 taken by the last day of August will be paid to the employee at the appropriate rate in
18 September.
19

20 **Section 7.6.2.**

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

27 **HOLIDAYS AND VACATIONS**

28 **Section 8.1. Holidays.**

29 All employees shall be entitled to the following paid holidays:
30

- | | |
|------------------------------|---------------------------|
| 31 1. Labor Day | 6. New Year’s Day |
| 32 2. Veterans’ Day | 7. Martin Luther King Day |
| 33 3. Thanksgiving Day | 8. Presidents’ Day |
| 34 4. Day after Thanksgiving | 9. Memorial Day |
| 35 5. Christmas Day | 10. Juneteenth |

36 **Section 8.1.1.**

37 All year-round, twelve (12) month employees will also be entitled to the following paid
38 holidays: Christmas Eve Day, New Year’s Eve Day, and Independence Day.
39

40 **Section 8.1.2. Unworked Holidays.**

41 Employees who are on the active payroll, and have worked or were on approved compensated
42 leave their last scheduled day preceding the holiday and their first scheduled shift succeeding
43 the holiday, shall be compensated for such unworked holiday.
44
45
46
47



1 **Section 8.1.3. Worked Holidays.**

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

5
6 **Section 8.1.4. Holidays during Vacation.**

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

9
10 **Section 8.1.5. Holidays on Weekends.**

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

13
14 **Section 8.2. Vacations.**

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

20
21 **Section 8.2.1.**

22 Denial of an employee’s request to take accrued vacation automatically extends the accrual
23 period for the requested vacation for an additional year.

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27 **ARTICLE IX**

28 **LEAVES**

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31 **Section 9.1. Sick Leave.**

32
33 **Section 9.1.1.**

34 Each employee shall be granted leave with full pay to be used for absence due to physical
35 disability, including that caused by pregnancy, childbirth and recovery therefrom, illness and
36 injury. All absences (physical disability, illness, injury, and emergency) shall be deducted from
37 the employee’s accumulated sick leave. Employee calculations for sick leave are twelve (12)
38 days multiplied by the hours worked per day. In accordance with statute, unused sick leave
39 shall accumulate to the maximum allowed by law. The District shall provide each employee
40 with an accounting of his/her accumulated sick leave. Each employee shall be eligible to be
41 excused from work because of certain personal emergencies. The determination of emergency
42 relief from work will be determined by the immediate supervisor based on information supplied
43 by the employee. The supervisor shall inform the employee as soon as possible if the absence
44 will qualify for a personal emergency. Employees absent from work without approval of a
45 supervisor will be considered as an unexcused absence. Unexcused absence may be subject to
46 disciplinary action.



1 **Section 9.1.2.**

2 Employees who have accrued sick leave while employed by a public school district,
3 educational agency, or institute of higher learning in the state of Washington shall be given
4 credit for such accrued sick leave upon employment by the District.
5

6 **Section 9.1.3. State Family Leave.**

7 Each employee shall be eligible to use a choice of accrued sick leave or other paid leave for
8 absences caused by an employee’s child under the age of eighteen (18) with a health condition
9 that requires treatment or supervision, a child of the employee who is over the age of eighteen
10 (18) who is incapable of self-care; or a spouse, parent, step-parent, grandparent, grandchild,
11 sibling, brother-in-law, sister-in-law, or parent-in-law of the employee who has a serious health
12 condition or an emergency condition. The definitions of the family relationships are spelled out
13 in RCW 49.12.265. An employee may not take advance leave until it has been earned.
14

15 **Section 9.1.3.1.**

16 Employees shall be able to cash out accrued sick leave in accordance with
17 RCW 28A.400.210.
18

19 **Section 9.1.4. Leave Sharing.**

20 The District shall establish and administer a leave sharing program pursuant to
21 RCW 28A.400.380.
22

23 **Section 9.2. Bereavement.**

24 The District shall grant each employee a maximum of five (5) days leave upon the death of an
25 employee’s spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, or
26 person residing in the employee’s household or with superintendent approval. Leave also shall be
27 granted upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother,
28 grandfather, granddaughter, or grandson. The first two (2) days of bereavement leave shall not be
29 deducted from the employee’s sick leave. The remaining allowable three (3) days shall be deducted
30 from sick leave. Such leave is noncumulative. The deaths of more than one family member resulting
31 from a common occurrence shall be treated as a single death with respect to the length of leave
32 granted. The District retains the right to require the employee to submit proof of death and/or
33 relationship of the decedent.
34

35 **Section 9.3. Personal Leave.**

36 Each employee shall be entitled to three (3) days personal leave paid per year up to a maximum
37 accumulation of six (6) days. Personal leave is not deducted from sick leave. Personal leave is not
38 allowed the first (10) ten days and the last (10) ten days of the school year.
39

40 **Section 9.4. Birth or Adoption of a Child.**

41 The District shall grant leave upon the same terms to male employees as is available to female
42 employees upon the birth or adoption of the employee’s child. Leave shall be granted upon the same
43 terms to employees who become adoptive parents or stepparents, at the time of birth or initial
44 placement for adoption of a child under the age of six (6), as is available to employees who become
45 biological parents. Such leave is available only when the child lives in the employee’s household at the
46 time of birth or initial placement as per board policy 5403.
47



1 **Section 9.5. Federal Family Leave.**

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

- 5
- 6 a) Care for a newborn child, an adopted child of the employee who is under the age of eighteen
7 (18) at the time of placement for adoption, or a newly placed foster child; or
- 8
- 9 b) Care for a spouse, parent or child of the employee who has a serious health condition, or the
10 employee may obtain leave for a personal health condition if it renders the employee unable to
11 perform his or her job.

12
13 (See board policy 5404.)

14
15 **Section 9.6. Jury Duty and Subpoena Leave.**

16 In the event an employee is summoned to serve as a juror, or summoned to appear when named as a
17 codefendant with the District, such employee shall receive a normal day's pay for each day of required
18 presence in court. In the event that an employee is a party in a court action, such employee may
19 request an unpaid leave for required court appearances. (See board policy 5408.)

20
21 **Section 9.7. Leave of Absence.**

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

28
29 **Section 9.7.1.**

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

34
35 **Section 9.7.2.**

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

40
41 **Section 9.8.**

42 The president of the Association and designated Union officials will be provided time off without loss
43 of pay to a maximum of eight (8) days per year to attend to Union business. These days will not take
44 place the first or last week of school.

45
46 **Section 9.9. Paid Family and Medical Leave (PFML).**

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

1 **Section 9.9.1.**

2 To be eligible for Paid Family and Medical Leave, employees must have worked a minimum of
3 eight hundred and twenty (820) hours within the past calendar year. Such leave shall be used
4 consecutively with an employee's accrued paid leave. The employee shall elect the order such
5 leave shall be utilized. The District shall pay its required share of the payroll premium to fund
6 this leave.
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9

10 **ARTICLE X**

11 **SENIORITY AND LAYOFF PROCEDURES**

12
13
14 **Section 10.1.**

15 The seniority of an employee within the bargaining unit shall be established as of the date on which the
16 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
17 lost as hereinafter provided.
18

19 **Section 10.2.**

20 Seniority rights shall be effective within the general job classification as used in this agreement;
21 general job classifications are those set forth in Article I, Section 1.2.
22

23 **Section 10.3.**

24 Each new hire shall remain on probationary status for a period of ninety (90) calendar days following
25 the hire date. During this probationary period the District may discharge such employee at its sole
26 discretion and such discharge shall not be grievable by the employee or the Association.
27

28 **Section 10.4.**

29 The seniority rights of an employee shall be lost for the following reasons:

- 30 A. Resignation;
- 31 B. Discharge for a sufficient cause;
- 32 C. Retirement; or
- 33 D. Change in job classification
34

35 **Section 10.5.**

36 Seniority rights shall not be lost for the following reasons.

- 37 A. Time lost by reason of industrial accident or industrial illness attributed to District employment
38 or jury duty.
- 39 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
40 States.
- 41 C. Time spent on authorized leaves.
42

43 **Section 10.6.**

44 The employee with the earliest hire date within general job classification shall have preferential rights
45 regarding shift selection and vacation periods. The employee with the earliest hire date within general
46 job classification shall have preferential rights regarding promotions, new or open positions, reduction
47 of hours and layoffs when ability and performance are substantially equal with junior employees. If the
48 District determines that seniority rights should not govern because a junior employee possesses ability

1 and performance greater than a senior employee or senior employees, the District shall notify the
2 senior employee of the decision. If a senior employee feels he/she has been aggrieved by the selection
3 of a junior employee an appeal may be filed through the grievance procedure. The District will post
4 available classified position openings in each district school and the administration office for five (5)
5 working days.

6
7 **Section 10.6.1.**

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

10
11 **Section 10.6.2.**

12 District employees assigned to a student specific position have preferential seniority rights
13 pursuant to Section 10.6. if the student leaves the district.

14
15 **Section 10.7.**

16 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
17 District according to layoff ranking. Names shall remain on the reemployment list for twenty-four
18 months.

19
20 **Section 10.7.1.**

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

23
24 **Section 10.7.2.**

25 An employee shall forfeit rights to reemployment if the employee does not comply with the
26 requirements of Section 10.7.1., or if the employee does not respond to the offer of
27 reemployment within ten (10) working days after receipt of a certified letter informing the
28 employee of an open position.

29
30 **Section 10.7.3.**

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

34
35 **Section 10.7.4.**

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

40
41
42
43 **ARTICLE XI**

44
45 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

46
47 **Section 11.1.**

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

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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. Insurance Benefits.

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

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

Section 12.2.

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

Section 12.3.

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

Section 12.4.

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

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1.

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

Section 13.2. Grievance Steps.

Section 13.2.1.

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

Section 13.2.2.

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

- 1 A. The facts on which the grievance is based.
- 2 B. What part of the agreement has been violated.
- 3 C. What is being sought by the grievance.

4
5 The superintendent will issue a response within ten (10) work days.

6
7 **Section 13.2.3.**

8 If the employee is still not satisfied with the results, he/she may appeal the grievance to the
9 District's board of directors by submitting a written request, within twenty (20) calendar days
10 from the date of the superintendent's response. A written response will be issued to the grievant
11 within ten (10) calendar days following the hearing.

12
13 **Section 13.2.4.**

14 If the employee is still not satisfied with the result, within ten (10) working days from receiving
15 the board of directors' response, he or she may request arbitration with the Public Employees
16 Relations Commission (PERC).

17
18
19
20 **ARTICLE XIV**

21 **INTER-DISTRICT TRANSFER OF PREVIOUS EXPERIENCE**

22
23
24 **Section 14.1.**

25 When an employee leaves one school district within the state and commences employment with
26 another school district within the state, the employee shall retain the same seniority, leave benefits and
27 other benefits that the employee had in his or her previous position: PROVIDED, that employees who
28 transfer between districts after July 28, 1985 shall not retain any seniority rights other than longevity
29 when leaving one school district and beginning employment with another. If the school district to
30 which the person transfers has a different system for computing seniority, leave benefits, and other
31 benefits, then the employee shall be granted the same seniority, leave benefits and other benefits as a
32 person in that district who has similar occupational status and total years of service.

33
34
35
36 **ARTICLE XV**

37 **SALARIES AND EMPLOYEE COMPENSATION**

38
39
40 **Section 15.1.**

41 Employees shall be compensated in accordance with the provisions of this agreement for all hours
42 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
43 worked, and rates paid with each paycheck.

44
45 **Section 15.2.**

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



1 **Section 15.2.1.**

2 Salaries contained in Schedule A shall be for the entire term of this agreement, subject to the
3 terms and conditions of Article XVIII, Section 18.3. If salaries are opened due to Article XVIII,
4 Section 18.3, retroactive shall be negotiated.
5

6 **Section 15.2.2.**

7 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
8 of this agreement if possible, and in any case not later than the second regular payday. In the
9 case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such
10 retroactive pay shall be paid on the first regular payday following agreement on such schedule,
11 if possible, and in any case not later than the second regular payday.
12

13 **Section 15.2.3.**

14 Incremental steps, where applicable, shall take effect on September 1 of each year during the
15 term of this agreement; provided, the employee has been actively employed continuously for at
16 least one-half (½) of the previous instructional year.
17

18 **Section 15.2.4.**

19 Any employee who changes job positions or classification will be placed on the salary schedule
20 at the discretion of management; provided, that any employee who changes to an equal or
21 higher position or classification shall be guaranteed no loss in pay per hour.
22

23 **Section 15.2.5.**

24 An employee's annual base salary shall be averaged over twelve (12) months and paid in
25 twelve (12) equal payments.
26

27 **Section 15.3.**

28 For purposes of calculating daily hours, time worked shall be rounded to five (5) minutes.
29

30 **Section 15.4.**

31 Employees who are requested to use their bilingual language skills as interpreters during scheduled
32 conferences shall be paid a two dollar (\$2.00) per hour stipend in addition to their regular rate of pay.
33

34 **Section 15.5. Employee Business Expenses.**

35 Employees shall be reimbursed for authorized expenses incurred while performing work assignments
36 including, but not limited to, the following:
37

38 Mileage, at the mileage rate during travel via private vehicle while on District business;
39

40 Lodging while on District business;
41

42 Meals, at the District established rate, while on District business;
43

44 Physical examinations, if required by the District or state;
45

46 Required renewal of licenses or permits (excluding driver's license) which are required by the
47 District or state for performance of duties within the employee's assignment;
48

1 Other authorized or incurred business expenses as appropriate.

2
3 **Section 15.6. Expense Advance.**

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

7
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10 **ARTICLE XVI**

11
12 **STAFF DEVELOPMENT**

13
14 **Section 16.1.**

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

23
24 **Section 16.2. Apprenticeship.**

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

30
31 **Section 16.2.1.**

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

35
36 **Section 16.2.2.**

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

40
41 **Section 16.2.3.**

42 Participation in the apprenticeship program shall be completely voluntary.

43
44 **Section 16.2.4.**

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

1 **Section 16.2.5.**

2 Such employees shall receive partial credit for time worked in the District as determined by the
3 WPSCEJATC.
4

5 **Section 16.3. Para Training.**

6 The District agrees to comply with State requirements regarding Paraeducator training.
7
8
9

10 **ARTICLE XVII**

11 **SAFETY**
12
13

14 **Section 17.1.**

15 Health and Safety protocols will be provided in writing to all employees at each site. The District will
16 appoint a classified employee to the District Safety Committee. If meetings are not conducted on work
17 time, employees will receive hourly compensation per Schedule A.
18

19 **Section 17.2. Employee Assistance Program.**

20 The District will make available an Employee Assistance Program (EAP).
21
22
23

24 **ARTICLE XVIII**

25 **TERM AND SEPARABILITY OF PROVISIONS**
26
27

28 **Section 18.1.**

29 The term of this agreement shall be September 1, 2021 to August 31, 2024.
30

31 **Section 18.2.**

32 All provisions of this agreement shall be applicable to the entire term of this agreement
33 notwithstanding its execution date, except as provided in the following section.
34

35 **Section 18.3.**

36 This agreement may be reopened and modified at any time during its term upon the mutual consent of
37 the parties; provided, however, that all state increases for classified salaries and benefits shall be
38 passed through for each year of this agreement.
39

40 **Section 18.3.1.**

41 This Agreement shall be reopened as necessary to consider the impact of any legislation
42 enacted which occurs following execution of this Agreement. Either party may demand the
43 contract be reopened when legislation enacted affects the terms and conditions herein or creates
44 authority to alter personnel practices in public employment.
45

46 **Section 18.3.2.**

47 The union/district shall have the right to open the contract at any time to deal with Health
48 Insurance issues related to compliance with state or federal law and/or potential employee



1 eligibility for subsidies or tax credits from the Federal government. The District agrees to
2 cooperate with the union to the extent that the union requests do not cause the District to incur
3 fines, taxes, sanctions or any substantial negative financial impact.
4

5 **Section 18.4.**

6 If any provision of this agreement or the application of any such provision is held invalid, the
7 remainder of this agreement shall not be affected thereby.
8

9 **Section 18.5.**

10 Neither party shall be compelled to comply with any provision of this agreement which conflicts with
11 state or federal statutes or regulations.
12

13 **Section 18.6.**

14 In the event either of the two (2) previous sections is determined to apply to any provision of this
15 agreement, such provision shall be renegotiated pursuant to Section 18.3.
16

17 **Section 18.7. Schedule A.**

18
19 2021-2022

- 20 • Adds 4% to the first step of each position except Secretary which is increased by 9%
- 21 • Standardizes step increases at 4% for each position
- 22 • Adds a Step 7 at .15 cents per hour
- 23 • Removes Paraeducator 3 pay rates
- 24 • Schedule A will become effective November 1, 2021 (see attached)

25
26 2022-2023 4% increase or the legislatively authorized and funded inflationary adjustment
27 percentage for 2022-2023, whichever percentage is greater. (Steps 1 through 4)
28

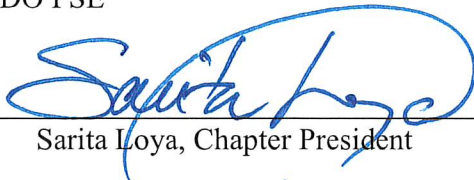
29 2023-2024 The legislatively authorized and funded inflationary adjustment percentage for
30 2023-2024. (Steps 1 through 4)
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES OF
TOLEDO PSE

TOLEDO SCHOOL DISTRICT #237

BY: 
Sarita Loya, Chapter President

BY: 
Monique Norberg, School Board Chairman

DATE: 6/2/22

DATE: 6/10/22

BY: 
Chris Rust, Superintendent

DATE: 6.1.22



SCHEDULE A
 Toledo School District No. 237
 November 1, 2021 – August 31, 2022

Wage rates for 2021-2022 include the legislatively authorized and funded inflationary adjustment for 2021-2022. Schedule A for 2021-2022 will be effective November 1, 2021. Retroactive pay will be paid in a “lump sum”.

					+ .15	+ .15	+ .15
POSITION	Year 1	Year 2	Year 3	Year 4	Year 7	10+ Years	20+ Years
Building Custodian	19.53	20.31	21.12	21.97	22.12	22.27	22.42
Night Sweeper	18.01	18.73	19.48	20.26	20.41	20.56	20.71
Grounds Keeper	18.20	18.93	19.69	20.47	20.62	20.77	20.92
Seasonal Grounds Keeper	18.20	18.93	19.69	20.47	20.62	20.77	20.92
Maintenance Team Member	21.00	21.84	22.71	23.62	23.77	23.92	24.07
Building Secretary	19.09	19.85	20.64	21.47	21.62	21.77	21.92
Office Assistant	18.21	18.94	19.70	20.48	20.63	20.78	20.93
Para 1 / Library Aide	18.21	18.94	19.70	20.48	20.63	20.78	20.93
Para 2	18.71	19.44	20.20	20.98	21.13	21.28	21.43
Bus Monitor	14.49	15.07	15.67	16.30	16.45	16.60	16.75
Social Interventionist	24.97	25.97	27.01	28.09	28.24	28.39	28.54
Hearing Impaired Interp/Brailist	32.73	34.04	35.40	36.82	36.97	37.12	37.27
Event Manager	16.59	17.25	17.94	18.66	18.81	18.96	19.11

Wage Increases:

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

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

Janita Long

CB
9.27.22



Schedule A

Toledo School District No. 237

September 1, 2022 - August 31, 2023

5.50%

POSITION	Year 1	Year 2	Year 3	Year 4	+.15		
					Year 7	10+ Yrs	20+ Yrs
Building Custodian	20.60	21.43	22.29	23.18	23.34	23.48	23.63
Night Sweeper	19.00	19.76	20.55	21.37	21.52	21.67	21.82
Grounds Keeper	19.20	19.97	20.77	21.60	21.75	21.90	22.05
Seasonal Grounds Keeper	19.20	19.97	20.77	21.60	21.75	21.90	22.05
Maintenance Team Member	22.16	23.04	23.96	24.92	25.07	25.22	25.37
Building Secretary	20.14	20.95	20.64	21.47	21.62	21.77	21.92
Office Assistant	19.21	19.98	20.78	21.61	21.76	21.91	22.06
Para I / Library Aide	19.21	19.98	20.78	21.61	21.76	21.91	22.06
Paraeducator II	19.74	20.48	21.28	22.11	22.26	22.41	22.56
Bus Monitor	15.29	15.90	16.53	17.20	17.35	17.50	17.65
Social Interventionist	26.34	27.40	28.49	29.63	29.78	29.93	30.08
Hearing Impaired Interp/Brailist	34.53	35.91	37.35	38.84	38.99	39.15	39.29
Event Manager	17.50	18.20	18.93	19.70	19.84	19.99	20.14