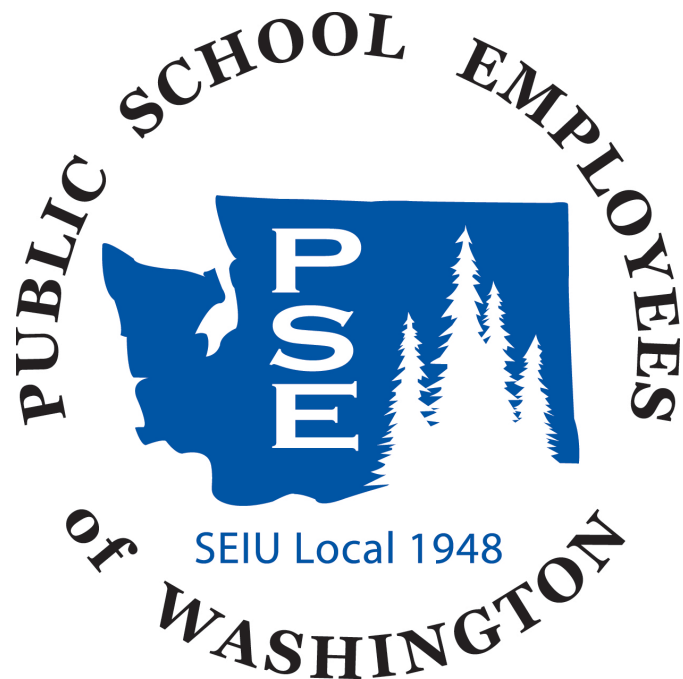


COLLECTIVE BARGAINING AGREEMENT BETWEEN
YELM COMMUNITY SCHOOLS #2
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
YELM ASSOCIATION OF EDUCATIONAL OFFICE
PROFESSIONALS # 627

SEPTEMBER 1, 2021 - AUGUST 31, 2023



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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:

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 receive no other 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.



1 **Section 1.7.**

2 The use of student employees and volunteers shall not displace bargaining unit employees.
3
4

5
6 **ARTICLE II**

7
8 **RIGHTS OF THE EMPLOYER**
9

10 **Section 2.1.**

11 It is agreed that the customary and usual rights, powers, functions and authority of management are
12 vested in the Board and management officials of the District. These rights include, by way of
13 illustration only, the right to direct the work force, the right to hire, promote, retain, transfer, and
14 assign employees and positions; the right to suspend, discharge, demote, or take other disciplinary
15 action against employees; and the right to release employees from duties because of lack of work or
16 other legitimate reasons. The District shall retain the right to maintain the efficiency of the District
17 operation by determining the methods, the means and the personnel by which operations undertaken by
18 the employees in the unit are to be conducted; except as limited by the terms and conditions of this
19 Agreement.
20

21 **Section 2.2.**

22 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
23 District. In making rules and regulations relating to wages, hours, grievance procedures and other
24 working conditions pursuant to RCW 41.56.030, the District shall give due regard and consideration to
25 the rights of the Association and employees and to the obligations imposed by this Agreement.
26

27 **Section 2.3. Smoking Policy.**

28 The District no-smoking policy is accepted with the following additions and corrections: Association
29 personnel are allowed to leave campus during their breaks.
30
31
32

33 **ARTICLE III**

34
35 **RIGHTS OF THE EMPLOYEES**
36

37 **Section 3.1.**

38 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
39 exercise of the right, freely and without fear of penalty or reprisal, to join the Association. The District
40 shall take whatever action required or refrain from such action in order to assure employees that no
41 interference, restraint, coercion or discrimination is allowed within the District to encourage or
42 discourage membership in any employee organization.
43

44 **Section 3.2.**

45 Each employee shall have the right to present any grievance to the District and have such grievance
46 adjusted without the intervention of the Association if desired by the employee. Each employee shall
47 have the right to bring matters of personal concern to the attention of appropriate Association
48 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.

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.

Section 3.7.

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

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.



1
2 **Section 4.2.**

3 The Association shall promptly be notified of any disciplinary action of any employee in the unit in
4 accordance with the provisions of the Discipline and Discharge Procedures Articles contained herein.
5 The Association is entitled to have PSE representative(s), when requested by the individual employee,
6 at hearings conducted by any District official or body arising out of a disciplinary action and to make
7 known the Association's views concerning the case.
8

9 **Section 4.3.**

10 The Association shall provide each member with a copy of this Agreement in accordance with
11 PSE/SEIU's policies.
12

13 **Section 4.4.**

14 The Association reserves and retains the right to delegate any right or duty contained in this Article to
15 appropriate officials of the Public School Employees of Washington.
16

17 **Section 4.5.**

18 The President of the Association and designated representatives will be provided time off without loss
19 of pay to a maximum of five (5) days per year to attend regional or State meetings.
20

21 **Section 4.5.1.**

22 Members of the authorized Association bargaining committee shall be compensated at their
23 regular rate of pay by the Association for all hours of work missed due to negotiations. It is
24 agreed that bargaining members shall be released from work for negotiations provided that
25 twenty-four (24) hours notice is provided to the immediate supervisor.
26

27 **Section 4.5.2.**

28 Any bargaining unit member who holds a state position in the Association shall be permitted to
29 utilize leave with pay to perform state functions so long as appropriate advance notice is
30 provided to the Supervisor and Superintendent/Designee. The District will be reimbursed the
31 bargaining member's salary by the PSE State Office for time missed by any member who holds
32 a PSE State Office position to attend state functions.
33

34 **Section 4.6.**

35 The President/Membership Officer of the Association shall be allowed a reasonable opportunity to
36 confer with new employees during working hours regarding joining the Association. The names and
37 positions of new employees shall be provided to the President/Membership Officer within one (1)
38 week of hire.
39

40 **Section 4.7.**

41 The District will provide an electronic bulletin board folder for Association use. The District will
42 allow the Association electronic access from their office(s). The Association may post notices of their
43 activities and matters of organization concern on a bulletin board to be provided in each school
44 building by the District as long as the material is not abusive or libelous to other employees or
45 representatives of the District.
46

47 **Section 4.8.**

48 The District recognizes that the PSE Field Representative has exclusive representing rights and access
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PSE of Yelm AEOP #627
and Yelm Community Schools #2



1 to any employee in the bargaining unit at any time. As with any visitor to a school building in the
2 District, the Field Representative is required for safety reasons to check in with the building
3 principal/office upon arrival.
4

5 **Section 4.9.**

6 The Association shall furnish the District Payroll Office with a list of names of all new members
7 within five (5) days after they become affiliated with the Association. The District Payroll Office will
8 provide the Association with a list of all bargaining unit employees with notations as to who has the
9 District deducting dues within five (5) days of a written request.
10

11 The names, addresses, work assignments and current salary information of employees in the
12 bargaining unit will be provided annually to the President of the Association within five (5) days of a
13 written request and updated quarterly if requested in writing.
14

15 **Section 4.10.**

16 When reductions in the bargaining unit work force are being contemplated, the District shall first meet
17 with the Association as to the necessity for and the manner of any reductions in the work force.
18

19 **Section 4.11.**

20 The Association shall have the right to meet and bargain compensation of newly created positions
21 within this bargaining unit.
22
23
24

25 **ARTICLE V**

26 **APPROPRIATE MATTERS FOR CONSULTATION OR NEGOTIATION**

27
28
29 **Section 5.1.**

30 Matters appropriate for consultation or negotiation between the District and the Association are those
31 concerning wages, hours, grievance procedures and other working conditions of the employees in the
32 bargaining unit.
33

34 **Section 5.2.**

35 It is further agreed that the District will consult with the Association, and meet with the Association
36 upon its request, in the formulation of any changes being considered in existing benefits, wages, hours
37 or working conditions.
38

39 **Section 5.3. Student Calendar.**

40 The District will consult with the Association, as it does with other interest groups, prior to developing
41 or changing the student calendar.
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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.

Each employee will be assigned a basic shift consisting of five (5) consecutive workdays, Monday through Friday. 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.

Section 7.1.1.

During the summer months when school is not in session, employees who are scheduled to work may, at the District's discretion, have the option of working four (4) ten (10) hour days in lieu of five (5) eight (8) hour days. The four (4) days shall be Monday through Thursday or Tuesday through Friday as designated by the District. These requests shall normally be approved unless the schedule would disrupt the continuity of operation.

Section 7.1.2.

No employee shall be given a change in shift without forty-eight (48) hours prior notice, except for emergencies.

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 after their regular work shift or on Saturdays or to attend a workshop.

Section 7.6.1.

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

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.

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 | 5. Memorial Day | 9. Day after Thanksgiving |
| 2. Martin Luther King Day | 6. Independence Day | 10. Day before Christmas |
| 3. President's Day | 7. Labor Day | 11. Christmas Day |
| 4. Veterans' Day | 8. Thanksgiving 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 June 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.

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:

- 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 or children

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.

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.

1 **Section 9.1.6.**

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

7
8 **Section 9.1.7.**

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

11
12 **Annual Conversion of Accumulated Sick Leave**

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

18
19 Any such election shall be made by written notice to the District Business Office during the
20 month of January. Any such annual conversion of accumulated sick leave shall be subject to
21 the terms and limitations of state statute and regulation.

22
23 **Conversion of Sick Leave upon Retirement or Death**

24 Any employee who shall retire or die while employed by the District may elect (personally or
25 by the employees' personal representative, as appropriate) to convert accumulated unused sick
26 leave days to monetary compensation at the rate of twenty-five percent (25%) of the
27 employee's full time daily rate of compensation at the time of termination from employment
28 for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or
29 death shall be subject to the terms and limitations of state statute and regulation.

30
31 **Section 9.2.**

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

38
39 Additional bereavement leave may be granted to employees for other members of the extended family
40 at the discretion of the superintendent's office.

41
42 Bereavement leave will be charged in one-half (½) or full day increments.

43
44 **Section 9.3. Personal Leave.**

45 Employees need not provide a reason other than "personal" when requesting personal leave.

46
47 Employees shall be entitled to two (2) paid days of personal leave for matters that require their absence
48 during the workday. A personal leave day may be taken so long as only one (1) YAEOP 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.

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
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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 9.7.

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.

Commencing January 1, 2020, employees shall be eligible to receive Paid Family Medical Leave (PFML) under the Washington State Family Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, 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.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

1 **Section 10.1.**

2 The seniority of all employees hired in the District in any classified position prior to January 1, 2002,
3 shall be grandfathered with full seniority (hereinafter "hire date") from their original date of hire unless
4 such seniority shall be lost as hereinafter provided.

5 The seniority of an employee hired effective January 1, 2002, shall have their seniority date established
6 as the date on which the employee began continuous daily employment within this bargaining unit in
7 the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

8
9 **Section 10.1.1.**

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

12
13 **Section 10.1.2.**

14 Seniority rights shall be lost for the following reasons:

- 15 • Resignation;
- 16 • Discharge for sufficient cause; or
- 17 • Retirement.

18
19 **Section 10.1.3.**

20 Seniority rights shall not be lost for the following reasons:

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

24
25 **Section 10.2.**

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

30
31 **Section 10.3.**

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

34
35 **Section 10.4.**

36 The employee within each job classification with the earliest hire date shall have preferential rights
37 regarding promotions, assignments to new or open office professional jobs and positions and layoffs
38 when ability and performance are substantially equal with junior employees.

39
40 If the District determines that seniority rights should not govern because a junior employee possesses
41 ability and performance far greater than a senior employee or employees, the District shall set forth in
42 writing to the senior employee or employees upon written request, and the organization why the senior
43 employee or employees have been bypassed.

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 fifteen (15) 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 twenty (20) workdays. Within that period if the employee or employer finds the transfer unsatisfactory, the employee will revert to his/her former position without prejudice. Employees subject to placement pursuant to this section shall not be allowed to apply on new or open comparable job positions for twelve (12) calendar 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. A copy of the job posting shall be forwarded to the President of the Association and posted in every school building and work location.

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

Section 10.8.

Any bargaining unit employee who applies for a bargaining unit position with the School District shall be granted an interview, or the most senior applicant is awarded the position.

Section 10.9.

When a person previously employed by the District is re-employed within a two (2) year period after separation, he or she shall be placed on the same salary step formerly held and have all other benefits reinstated. Any person who is re-employed by the District after the two (2) year limit will be hired as a new employee.

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.

1 **Section 11.2.**

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

4
5 **Section 11.3.**

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

8
9 Progressive discipline steps shall include verbal warning, written reprimand, suspension with/without
10 pay, and termination as a final and last resort. Documents identified as written reprimand, suspension
11 or termination shall be placed in the employee's personnel file. The specific grounds forming the basis
12 for disciplinary action will be made available to the employee and the Association in writing. Any
13 disciplinary action taken against an employee shall be appropriate to the behavior which precipitates
14 the action. Disciplinary steps may be skipped when serious and compelling circumstances warrant,
15 depending on the nature of the issue. The Association shall be promptly notified by the District of any
16 disciplinary actions taken against any employees.

17
18 It should be noted that a letter of direction is not a form of discipline unless clearly stated. A letter of
19 direction can be given to an employee to improve work performance or to clearly communicate
20 functions of the job. A letter of direction may follow a verbal conversation outlining the issues
21 discussed in the meeting.
22
23
24

25 **ARTICLE XII**

26 **INSURANCE AND RETIREMENT**

27
28
29 **Section 12.1.**

30 Beginning January 1, 2020, employees will receive health and other insurance benefits through the
31 School Employees Benefit Board (SEBB) Program as adopted in the School Employees Health Care
32 Coalition agreement. The District will pass through the fullest extent of benefits provided by the state.
33 This amount shall be contributed towards insurance coverage monthly per eligible employee as defined
34 below.
35

36 **Employee Eligibility**

37 All employees, including substitute employees, shall be eligible for full insurance coverage under the
38 SEBB program if they work, or are anticipated to work, six hundred thirty (630) hours or more in a
39 school year. For purposes of benefits provided under SEBB school year shall mean September 1
40 through August 31.
41

42 **Dependent Eligibility**

43 Legal spouses, state-registered partners, children up to the age of twenty-six (26) (biological and
44 adopted children, children of the employee's spouse or state-registered domestic partner, children for
45 which a court order of divorce decree created a legal obligation to provide support or health care
46 coverage) and children of any age with a developmental or physical handicap who are not capable of
47 self-support.
48



1 **Calculation of Hours**

2 All hours worked during the school year as a school district employee shall count for purposes of
3 establishing eligibility. Employees who are hired later in the school year but are anticipated to work six
4 hundred thirty (630) hours or more the following year are eligible for coverage based on the HCA rules
5 for mid-year hires.
6

7 **Benefit Enrollment/Start**

8 Benefit coverage for new employees will begin the first day of the month following the first day of
9 work when it is expected that the employee will work six hundred thirty (630) hours, except during the
10 month of September when the employee's benefit coverage will begin in September if the employee is
11 expected to work six hundred thirty (630) hours or more during the school year and that employee
12 begins on or before the first day in September.
13

14 **Benefit Termination/End**

15 Any employee terminating employment shall be entitled to receive the District Insurance contribution
16 for the remainder of the calendar month in which the contribution is effective. In cases where
17 separation occurs after completion of the employee's full contract obligation (i.e., the end of the
18 school/work year), benefit coverage will continue through August 31.
19

20 **Section 12.1.4.**

21 The District will pay one hundred percent (100%) of the full family vision insurance per month
22 per full time employees.
23

24 **Section 12.2.**

25 In accordance with WAC 392-136-015, an employee must be at least fifty-five (55) years of age, SERS
26 2 with fifteen (15) years of service and SERS 3, with ten (10) years of service. The sick leave
27 conversion rate is twenty-five percent (25%).
28

29 All PSE members who have sixty (60) or more sick leave days, if election is made, the annual
30 conversion will be monetary compensation and paid on the February payroll. Contributions are based
31 upon the number of sick leave days earned during the previous calendar year, less any days used
32 during the calendar year.
33

34 All PSE members who retire or separate from service. If election is made, all accrued sick leave will
35 be monetary compensation and paid on the employee's final payroll.
36

37 **Section 12.3.**

38 The District shall provide tort liability coverage for all employees subject to this Agreement.
39

40 **Section 12.4.**

41 The District shall make required contributions for State Industrial Insurance on behalf of all employees
42 subject to this Agreement.
43

44 **Section 12.5.**

45 All employees subject to this Agreement shall be entitled to participate in a tax sheltered annuity plan
46 approved by the School District. On receipt of a written authorization by an employee, the District
47 shall make the requisite withholding adjustments and deductions from the employee's salary.
48



1 **Section 12.6.**

2 In determining whether employees subject to this Agreement are eligible for participation in the
3
4 Washington State Public Employees' Retirement System, the District shall report all hours worked,
5 whether straight time, overtime or otherwise.
6
7
8

9 **ARTICLE XIII**
10
11 **VOCATIONAL TRAINING**
12

13 **Section 13.1.**

14 Employees attending District approved and/or directed training courses, workshops, in-service and
15 staff development programs on non-workdays or before/after regular work hours will be compensated
16 their hourly rate of pay. Overtime will apply if the employee works forty (40) hour work week in
17 accordance with Fair Labor Standards Act (FLSA). The employee will also be reimbursed for
18 reasonable and customary travel expenses outside the District, if any. Permission must be provided by
19 the building administrator and superintendent prior to any overtime worked.
20

21 **Section 13.1.1.**

22 Employees in the bargaining unit will be compensated their hourly rate of pay for such
23 activities as building open houses, evening conferences, athletic events, dances and other extra-
24 curricular activities beyond the employee's regular work schedule in accordance with FLSA.
25 Overtime will apply to all hours beyond forty (40) hours. Prior approval is required for all
26 overtime.
27

28 **Section 13.1.2.**

29 Employees in the bargaining unit who participate or perform committee work before and after
30 work hours will be compensated their hourly rate of pay in accordance with FLSA. Overtime
31 will apply to all hours beyond forty (40) hours. Prior approval is required for all overtime.
32

33 **Section 13.2.**

34 **(A)** NAEOP/PSP. Employees shall be compensated five-hundred twenty-five dollars (\$525.00)
35 annually for the first National Association of Educational Office Professionals' (PSP) Professional
36 Standards Program Certificate earned one hundred dollars (\$100.00) annually for each additional PSP
37 Certificate earned. Certificates, or notification from the National Association of Educational Office
38 Professionals, must be submitted to the personnel office by October 1, in order to receive
39 compensation for that year. Compensation will be paid in a lump sum payment in the October pay
40 period. A copy of the earned certificate will be required to be kept on file in the employee's District
41 personnel file.
42

43 **(B)** Upon verification by transcript, all employees covered by this collective bargaining agreement
44 shall receive only one of the following for salary premiums.

- 45 • Apprenticeship – employees successfully completing recognized apprenticeship programs shall
- 46 receive one dollar (\$1.00) per hour above the salary schedule.
- 47 • Associate of Arts Degree – one dollar (\$1.00) per hour above the salary schedule

- Bachelor's Degree - one dollar and twenty-five cents (\$1.25) per hour above the salary schedule
- Master's Degree - one dollar and fifty cents (\$1.50) per hour above the salary schedule

Section 13.3.

Employees shall receive the salary premiums effective the first of the month following verification and receipt in the Human Resources department, so long as the first of the month falls during the student year. It is the sole responsibility of the employee to submit documentation for verification of salary premiums to the Human Resources department. If the certificate is received and verified after May 31, the pay will become effective the first working day of the following student year.

Section 13.4.

Each office professional's WAEOP and 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 Office Professionals professional development opportunities. In order 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.

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).



1 **Section 14.2.1. Membership Rescission.**

2 The employee's authorization remains in effect until expressly revoked by the Employee in accordance
3 with the terms and conditions of the authorization. An employee's request to revoke authorization for
4 payroll deduction must be in writing and submitted by the employee to Public School Employees of
5 Washington (PSE) in accordance with the terms and conditions of the authorization. Revocation will
6
7 not be accepted by the employer if the authorization is not obtained by the employee to Public School
8 Employees of Washington (PSE). After the employer receives confirmation from the exclusive
9 bargaining representative that the employee may revoke authorization for deductions, the employer
10 shall end the deduction effective on the first payroll after receipt of the confirmation. The employer
11 shall rely on information provided by the exclusive bargaining representative regarding the
12 authorization and revocation of deductions.
13

14 **Section 14.3. New Hire Notification.**

15 The employer will provide PSE electronic notification of the name, address, personal phone number,
16 classification, job title, work location, and work and personal email address of all newly hired
17 bargaining unit employees at least three (3) working days before they begin their first day on the job.
18

19 **Section 14.4. Access to New Employees of the Bargaining Unit.**

20 The employee will provide PSE reasonable access to new employees of the bargaining unit for the
21 purposes of presenting information about PSE to the new employee. "Reasonable Access" for the
22 purposes of this section means the access to the new employee occurs within one (1) week of the
23 employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and
24 access occurs during the new employee's regular work hours at the employee's regular worksite, or at
25 a location mutually agreed to by the Employer and PSE.
26

27 **Section 14.4. Member Lists.**

28 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to the Chapter
29 President/Membership Officer, containing every bargaining unit employee's: name; employee
30 number; classification; job title; work location; personal phone number; address; work and personal
31 email address; hourly rate of pay; hours worked; gross pay; union dues paid.
32

33 **Section 14.6. Political Action Committee (COPE).**

34 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
35 deduct from the pay of such bargaining unit employee the amount of contribution the employee
36 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
37 check separate from the Union dues transmittal check.
38

39 **Section 14.6.1. Hold Harmless.**

40 The association agrees to defend and hold the District harmless against any legal action brought
41 against the District in reference to valid membership.
42

43 **Section 14.6.2. Checkoff.**

44 The District shall deduct PSE dues, assessments, and service charges from the pay of any
45 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District
46 shall transfer all such funds deducted to Public School Employees of Washington (PSE) on a
47 monthly basis.
48

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 PSE local 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.

New employees within the jurisdiction of this Agreement will be employed at the appropriate step of the salary schedule in this Agreement. New employees with similar job experience shall be hired at the salary step equivalent to the number of years of similar job experience up to a maximum of three (3) years, unless other applications are mandated by law. Former Yelm employees will retain the same rights as employees hired from other school districts.

For employees hired with previous work experience from a Washington State school district employees will be placed on the salary step commensurate with verified experience pursuant to RCW 28A.400.300.

Section 16.2.

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 of the previous employment year in his/her current position.

Section 16.3.

When determining if a YAEOP employee is to be placed on a longevity step (10 years, 15 years, 20 years 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, 2021 - August 31, 2023) 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.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be September 1, 2021, through August 31, 2023.

Section 18.1.1.

See attached salary schedule for 2021-2022 school year. The salary schedule for 2022-2023 is located in Appendix 1.

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.



1 **Section 18.4.**

2 If any provision of this Agreement or the application of any such provision is held invalid, the
3 remainder of this Agreement shall not be affected thereby.
4

5 **Section 18.5.**

6 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
7 State or Federal statutes or regulations promulgated pursuant thereto.
8
9

10 **Section 18.6.**

11 Parties agree that each has had the opportunity and unlimited right to make proposals with respect to
12 any matter deemed a proper subject for bargaining. The results of their negotiations are set forth in
13 this Agreement. Therefore, except as otherwise provided in this Agreement, each, voluntarily and
14 without qualification, agrees to waive the right to oblige the other to bargaining with respect to any
15 matter or subject not specifically referred to or covered by this Agreement.
16
17

18
19 **ARTICLE XIX**

20
21 **NO STRIKE/NO LOCKOUT AGREEMENT**

22 **Section 19.1.**

23 The District and Association recognize that the cessation or interruption of services by classified
24 employees is in violation of this Agreement. This Association hereby agrees that it or unit members
25 collectively or individually will not initiate, cause, permit or participate or join in any strike or work
26 stoppage. Strike and work stoppage shall be deemed to include slowdowns, stoppages of any kind, sit-
27 in, sick-ins, refusals to perform work, or any type of interference whatsoever with the operation of
28 school facilities.
29

30 In the event of any action or violation of this Agreement, the Association will immediately attempt to
31 secure a return to work of those in violation. The District shall have the right to discipline including
32 discharge any Association member for taking part in any violation of this section. The employer
33 agrees there will be no lockouts.
34
35
36

37 **ARTICLE XX**

38
39 **SAFETY**

40
41 **Section 20.1.**

42 It is agreed that safe working conditions are desirable and necessary. The District shall be vigilant in
43 noticing and correcting unsafe working conditions.
44

45 Employees shall be vigilant in noticing, reporting to the appropriate personnel, and correcting, if
46 possible, any unsafe working conditions.
47

1 The District is responsible for providing safe working conditions and equipment for all employees and
2 will adhere to all federal and state statutes, rules, and regulations as now and hereafter amended.
3

4 **Section 20.2. Safe Working Conditions.**
5

- 6 1. Office Professionals will be notified by the building administrator within forty-eight (48)
7 hours if a student who has been expelled for weapons, dangerous devices, or a serious
8 assault is readmitted or transferred into their building.
9
- 10 2. Employees will not be requested nor required to perform any duty requiring a teaching
11 certificate.
12
- 13 3. The District shall hold employees harmless when reporting alleged child abuse to District
14 Administrators.
15
- 16 4. The Employer shall support and assist employees with respect to the supervision and control
17 of students, public, and/or other staff while employed by the Yelm Community School
18 District on Yelm Community School District property.
19
- 20 5. Employees shall not be required to work under unsafe or hazardous conditions or to perform
21 tasks which endanger their health, safety, or well-being. The District is committed to
22 providing appropriate health-room coverage.
23
- 24 6. To the extent possible by building design and available District resources, employees shall
25 be provided a work area with adequate space, heating, ventilation, and lighting in which to
26 work.
27
- 28 7. Health and Safety protocols will be clearly communicated and provided in writing to all
29 employees at each site. Each worksite will have a Safety committee with representation from
30 the bargaining unit. Meetings will be conducted on work time and count as hours worked.
31
- 32 8. All staff will be trained on proper use of PPE; how to wear, remove, dispose/wash as
33 appropriate.
34
- 35 9. Training will also include the necessary information to access PPE for regular assignments
36 and additional levels of PPE if it should become necessary
37
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48

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

YELM AEOP CHAPTER #627

BY: Tami Connally
Tami Connally, Chapter President

DATE: 10/22/2021

YELM COMMUNITY SCHOOLS #2

BY: Julie Mondry
Julie Mondry, Director of HR

DATE: 10/22/2021

SCHEDULE A 2021-2022

Yelm Association of Educational Office Professionals

<u>Office Professional I</u>		6%							
22						10 yrs	15 yrs	20 yrs	25 yrs
	Step	Step	Step	Step	Step	Step	Step	Step	Step
	1	2	3	4	5	6	7	8	9
	\$20.95	\$21.68	\$22.43	\$23.22	\$23.92	\$24.64	\$25.37	\$26.14	\$27.18

District Receptionist
Student Learning Clerk
Student Support Clerk

<u>Office Professional II</u>		6%							
23						10 yrs	15 yrs	20 yrs	25 yrs
	Step	Step	Step	Step	Step	Step	Step	Step	Step
	1	2	3	4	5	6	7	8	9
	\$21.78	\$22.54	\$23.33	\$24.15	\$24.87	\$25.62	\$26.39	\$27.18	\$28.27

Building Receptionist
HS Attendance
Elementary
HS Assistant Principal
HS Counseling
MS ASB and Athletic Office
MS Registrar/Attendance
HS Athletic
Extension School

<u>Office Professional III</u>		6%							
24						10 yrs	15 yrs	20 yrs	25 yrs
	Step	Step	Step	Step	Step	Step	Step	Step	Step
	1	2	3	4	5	6	7	8	9
	\$22.86	\$23.66	\$24.49	\$25.35	\$26.11	\$26.89	\$27.70	\$28.53	\$29.67

Food Service
Transportation
CTE
High School ASB
High School Registrar
Student Support

<u>Office Professional IV</u>		6%							
25						10 yrs	15 yrs	20 yrs	25 yrs
	Step	Step	Step	Step	Step	Step	Step	Step	Step
	1	2	3	4	5	6	7	8	9
	\$24.45	\$25.30	\$26.19	\$27.11	\$27.92	\$28.76	\$29.63	\$30.51	\$31.73

Facilities
Student Learning
Principal Office Professional
(Elementary and Secondary)