

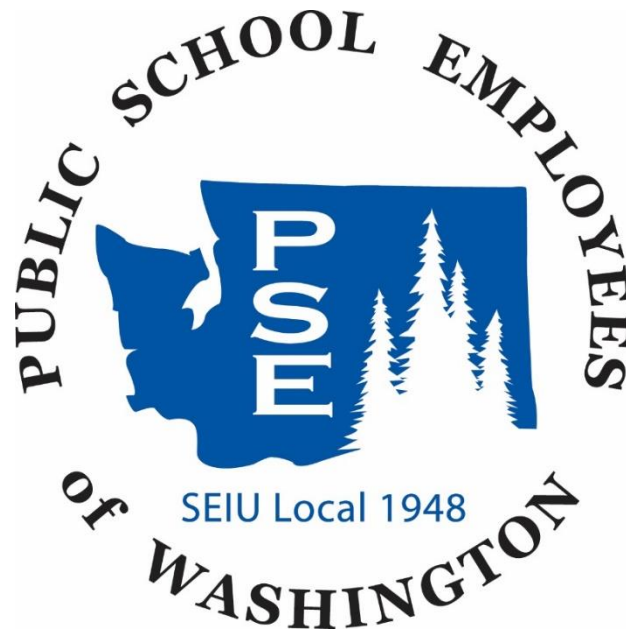
COLLECTIVE BARGAINING AGREEMENT BETWEEN

BATTLE GROUND SCHOOL DISTRICT

AND

**PUBLIC SCHOOL EMPLOYEES OF
BATTLE GROUND PSE**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

www.pseclassified.org

PO Box 798

Auburn, WA 98071-0798

866-820-5652

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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. 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.

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PREAMBLE

This Agreement is made and entered into between Battle Ground School District Number 119 (hereinafter “District”) and Public School Employees of Battle Ground, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Union”).

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

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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



1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
4 Board of Directors or superintendent of the District pursuant to State law.

5
6 **Section 1.3.**

7 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
8 the following job classifications: custodial, warehouse, maintenance/grounds, library technicians, para
9 educators, special program paraeducators, basic education assistants, professional technicians, campus
10 security, and secretarial.

11
12 **Section 1.3.1.**

13 Excluded from the bargaining unit shall be the following: director of buildings and grounds,
14 purchasing agent, supervisors of transportation, custodial services, maintenance (crafts and
15 trades) and grounds (operators), supervisor of print shop/public information officer, data
16 processing supervisor, and all central office support staff except secretary for learning support
17 program and secretary to operations, assistant secretary to operations, secretary to planning,
18 and transportation secretary.

19
20 **Section 1.3.2. Temporary Employees.**

21 Temporary employees will be defined as employees who are hired into a temporary position
22 created due to District determined special needs or special projects, including summer work.

23
24 Temporary employees will be covered by the provisions of this Agreement for the duration of
25 the temporary position with the following exceptions:

- 26
27 A. Article IX (Section 9.5 through 9.6), Article XII, Article XIV will not apply to
28 temporary employees.
- 29
30 B. If it is determined to make the temporary position permanent, the temporary employee
31 must apply for the open position (if interested) and is in no manner assured of any
32 special consideration.
- 33
34 C. Should a temporary position become permanent and be filled by the temporary
35 employee, the employee’s seniority will be retroactive to the first day in that temporary
36 position.
- 37
38 D. All classroom overload positions are temporary, and will be assigned by availability and
39 seniority.

40
41 **Section 1.3.3. Leave Replacement Employees.**

42 Except when circumstances are detrimental to the education of students or creates a hardship to
43 the department, employees may take a leave from their current position to fill a position
44 temporarily that is available due to a leave anticipated to exceed 45 workdays if the position
45 has greater hours or a higher rate of pay. A leave replacement employee hired from within the
46 bargaining unit shall have all contractual rights and shall return to his/her former position at the
47 time the initial employee on leave returns.



1 **Section 1.3.4. Non-Continuing Positions.**

2 A non-continuing position is a position that is for a duration of no more than one (1) year or is
3 posted as a leave replacement position. If an employee in a non-continuing position is hired
4 into a permanent posted position, seniority will be retroactive to the first day of the non-
5 continuing assignment provided it is in the same job title/classification within the current or
6 immediately following school year.

7
8 **Section 1.3.5. Temporary Positions.**

9 A temporary position is a specific job or a special project which will last no less than 10
10 workdays and is projected not to exceed 90 workdays. Such temporary positions are newly
11 created. If a temporary position continues into the subsequent school year, it will be considered
12 a permanent position and will be posted as such. All classroom overload positions are
13 temporary.

14
15 **Section 1.3.6.**

16 The District retains the right to employ temporary personnel, student workers or contracted
17 sources in situations or circumstances where the regular staff cannot or are unable to complete
18 the work in an expeditious or timely manner.

19
20 **Section 1.4.**

21 Job descriptions for all positions covered by this Agreement shall be made accessible to the Union
22 president, executive board, and members electronically.

23
24 **Section 1.5.**

25 Substantial modification of existing positions and pay rates for new positions created by the District
26 shall require reopening of this Agreement pursuant to Article XX, Section 20.3.

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30 **ARTICLE II**

31
32 **RIGHTS OF THE EMPLOYER**

33
34 **Section 2.1.**

35 It is agreed that the customary and usual rights, powers, functions, and authority of management are
36 vested in management officials of the District. Included in these rights in accordance with and subject
37 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
38 force, the right to hire, promote, retain, transfer, evaluate and assign employees in positions; the right
39 to suspend, discharge, demote, or take other disciplinary action against employees; and the right to
40 release employees from duties because of lack of work or for other legitimate reasons. The District
41 shall retain the right to maintain efficiency of the District operation by determining the methods, the
42 means, and the personnel by which operations undertaken by the employees in the unit are to be
43 conducted.



1 **Section 2.2.**

2 The District reserves the right to transfer employees. Notice of transfers shall be provided to the Union.
3 The District will consider the residency of the employee concerning the assignment to the new
4 position. Such transfers shall be lateral in nature. A reasonable effort will be made to ensure that an
5 otherwise uninvolved employee shall not be involuntarily displaced with the implementation of the
6 transfer. The District and the Union may agree to the special placement of a bargaining unit member.
7 Each employee shall be assigned in writing to a definite and regular shift and workweek, which shall
8 not be changed without prior notice to the employee of three (3) workdays, unless the change would
9 provide a personal hardship for the employee where then the District, the employee, and the Union
10 would agree on an extended timeline up to ten (10) days.
11

12 **Section 2.3.**

13 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
14 District. In making rules and regulations relating to personnel policies, procedures and practices, and
15 matters of working conditions, the District shall give due regard and consideration to the rights of the
16 Union and the employees and to the obligations imposed by this Agreement.
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20 **ARTICLE III**

21 **RIGHTS OF EMPLOYEES**

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24 **Section 3.1.**

25 It is agreed that the employees in the unit defined herein shall have and shall be protected in the
26 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The
27 freedom of such employees to assist the Union shall be recognized as extending to participation of the
28 views of the Union to the Board of Directors of the District or any other governmental body, group or
29 individual. The District shall take whatever action required or refrain from such action in order to
30 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
31 District to encourage or discourage membership in any employee organization.
32

33 **Section 3.2.**

34 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
35 Union representatives and/or appropriate officials of the District.
36

37 **Section 3.3.**

38 Employees of the unit subject to this Agreement have the right to have Union representatives (this
39 includes chapter officers, trustees, building reps, PSE representatives, or other Union
40 members the member chooses) present at discussions between themselves and supervisors or other
41 representatives of the District as hereinafter provided.
42

43 **Section 3.4.**

44 Neither the District, nor the Union, shall unlawfully discriminate against any employee subject to this
45 Agreement on the basis of race, color, national origin/language, creed/religion, age, sex, sexual
46 orientation including gender expression or identity, disability, or the use of a service animal by a
47 person with a disability, marital status, honorably discharged veteran or military status, and provides
48 equal access to the Boy Scouts (Scouts BSA, February 2019) and other designated youth groups.



1 **Section 3.5. District Personnel Files.**

2 Employees shall, upon request, have the right to inspect all contents of their complete personnel file
3 kept in the district office. Upon request, a copy of any documents contained therein shall be provided
4 the employee at District expense. The District shall maintain only one personnel file. However, the
5 supervisor may also keep records for evaluation purposes in his/her staff files. After one (1) year the
6 information needs to be moved to the District personnel file or be destroyed.
7

8 The employee personnel file shall be reviewed in a private place provided in the District human
9 resources office. The employee or the personnel officer may request others be present at this review.
10

11 Employees shall receive a copy within five (5) workdays when anything of a negative or positive
12 nature is placed in their personnel file. No derogatory reference to any employee's competence,
13 character, or manner shall be kept or placed in the personnel file without the employee's knowledge
14 and exclusive right to attach his/her own written comments. Disagreement by an employee with the
15 appropriateness of the materials filed in the employee's file may be a matter to be pursued through the
16 negotiated grievance procedure. However, an employee may not grieve those materials which have
17 been previously reviewed and signed or which the employee had a fair opportunity to question or
18 grieve at the time of its inclusion in the file, or any evaluation materials. Upon request from the
19 employee, the District shall remove any document of a derogatory nature from the employee's file
20 three (3) years or more after its inclusion in the file; provided, however, that the particular problem
21 cited has not recurred during such time and with the exception of materials required to be kept by
22 Federal and/or State law. Materials (outside of legal reasons) removed from an employee's file in such
23 a manner and/or older than 2 years shall not be considered in future disciplinary action. By mutual
24 agreement with the Union, Employee, and the District, materials may be removed at two (2) years if
25 the discipline does not involve a violation of law. At the District's discretion, materials that pertain to
26 "boundary violation issues" may be kept in the personnel file beyond the three (3) year time limit
27 aforementioned. Employees may request and receive copies of personnel file materials at no cost to the
28 employee.
29

30 An employee may ask for a hearing with the director of human resources for review and removal of a
31 document.
32

33 **Section 3.6. Evaluations.**

34 Evaluators will meet with school year employees prior to June 1st (or two weeks prior to their last
35 contracted day, whichever comes first.), and 12 month employees prior to April 1st to complete
36 employee evaluations. Any performance evaluation not completed on time is to be reported by the
37 employee or the Union to Human Resources. Non-continuing employees will also receive feedback
38 within this timeline. Any supervisor not meeting these obligations will be directed by HR or their
39 supervisor to correct this error within 5 days from notification. Bargaining unit members will not
40 administer such evaluations. The employee's immediate supervisor can seek input of their performance
41 from other employees. Performance evaluations shall fairly and accurately reflect each employee's
42 actual duty performance.
43

44 **Section 3.6.1.**

45 Any formal complaint made against an employee by any parent, student, or other person shall
46 be called to the attention of the employee as soon as possible. A complaint which could
47 reasonably affect the employee's evaluation or which might result in disciplinary action against
48 the employee must be submitted in writing to the employee's supervisor. Within five (5)



1 working days, this formal complaint shall be called to the attention of the employee along with
2 a copy of the written complaint affording the employee the right and opportunity to answer
3 such complaint.
4

5 **Section 3.6.2.**

6 An employee whose performance has been found unsatisfactory, as determined by their
7 supervisor, shall be placed on a plan for success. If the employee's performance is in need of
8 improvement, as determined by the supervisor, the employee may be placed on a plan for
9 success. The plan shall state specific concerns regarding the poor performance. Remedial action
10 necessary by the employee needed to resolve the poor performance concerns and specific
11 remedial training recommended as an aid to resolve the formal complaint or poor performance
12 will become part of the plan for success. The employee's performance shall be reviewed in a
13 conference with the employee, a representative of the union, and the immediate supervisor
14 every fifteen (15) to thirty (30) days, as needed, until such time as the poor performance has
15 been remedied. If unable to successfully complete components of plan, the employee may be
16 discharged.
17

18 **Section 3.6.3.**

19 If a formal complaint, listed in Section 3.6.1 has been brought against an employee or poor
20 performance as determined by their supervisor, and has been found to be justifiable, then the
21 employee shall be placed on a plan for success. The plan shall state specific reasons for the
22 formal complaint. Remedial action necessary by the employee needed to resolve the formal
23 complaint or poor performance and specific remedial training recommended as an aid to
24 resolve the formal complaint or poor performance will become part of the plan for success. The
25 employee's performance shall be reviewed in a conference with the employee, a representative
26 of the union, and the immediate supervisor every fifteen (15) days until such time as the formal
27 complaint or poor performance has been remedied.
28

29 **Section 3.7. Medical Procedures.**

30 The District agrees to establish policy and training procedures to adhere to RCW 28A.210.260 through
31 28A.210.290 regarding medical procedures.
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35 **ARTICLE IV**

36 **RIGHTS OF THE UNION**

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39 **Section 4.1.**

40 The Union has the right and responsibility to represent the interests of all employees in the unit; to
41 present its views to the District on matters of concern, either orally or in writing; to consult or to be
42 consulted with respect to the formulation, development, and implementation of industrial relations
43 matters and practices which are within the authority of the District; and to enter collective negotiations
44 with the object of reaching an agreement applicable to all employees within the unit.
45

46 **Section 4.2.**

47 The Union shall be promptly notified by the District of any disciplinary actions of any employee in the
48 unit in accordance with the provisions of Articles XIII and XVII. The Union is entitled to have an

1 observer at hearings conducted by any District official or body arising out of grievance and to make
2 known the Union's views concerning the case.

3
4 **Section 4.3.**

5 The names, classification, job title, email address, contracted workdays, and mailing addresses of all
6 employees in the bargaining unit will be provided on or before January 1 annually to the president of
7 the Union and updated as changes occur. A copy of this Agreement will be furnished by the Union,
8 upon request, to any employee in the bargaining unit.

9
10 **Section 4.4.**

11 The Union reserves and retains the right to delegate any right or duty contained herein to appropriate
12 officials of the Public School Employees of Washington/SEIU Local 1948 state organization.

13
14 **Section 4.5.**

15 The president of the Union and their designated representatives [up to twelve (12)] will be provided
16 time off without loss of pay to a maximum of six (6) workdays per year to attend regional or state
17 meetings and PSE state events when the purpose of these meetings is in the best interests of the District
18 as determined by the District administration. The PSE state events include, but are not limited to, the
19 annual PSE Convention and PSE Conferences. The Union agrees to indemnify and hold harmless the
20 District with respect to any litigation and/or damages which arise out of the operation and
21 implementation of this provision.

22
23 **Section 4.5.1.**

24 The president of the Union shall be provided with up to five (5) days off with pay annually for
25 the conducting of Union business. Union business as defined in this section refers to grievance
26 meetings, investigatory meetings, and disciplinary meetings. Such time may be taken in half-
27 day increments. The Union shall pay the cost of a substitute when a substitute is required.

28
29 **Section 4.6.**

30 Representatives of the Union, upon approval of building administrator, shall have access to the District
31 premises during business hours, provided, that no conferences or meetings between employees and
32 Union representatives will in any way hamper or obstruct the normal flow of work.

33
34 **Section 4.7.**

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

41
42 **Section 4.7.1.**

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

45
46 **Section 4.8.**

47 The Union may use employee mail boxes to communicate with members. The Union shall have the
48 right to use District buildings for meetings and to transact Union business after normal working hours

1 and at such times that will not interfere with the normal operation of the business of the District and
2 which will entail no additional costs for building maintenance or custodial care. The Union agrees to
3 make arrangements with the building principal and obtain a Facilities Use Permit for use of school
4 facilities for meetings.

5
6 **Section 4.9.**

7 At the beginning of each school year, PSE building reps and building administrators will meet to
8 develop a plan for regularly scheduled classified meetings. PSE building reps may invite PSE Chapter
9 Presidents to this initial meeting. This plan may be adjusted as needed.

10
11 **Section 4.10.**

12 If any other bargaining unit in the District is negotiating language which impacts classified employees,
13 PSE will be notified and allowed to attend meetings regarding that language.

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16
17 **ARTICLE V**

18
19 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

20
21 **Section 5.1.**

22 The parties agree that it has been and will continue to be in their mutual interest and purposes to
23 promote systematic and effective employee-management cooperation; to confer and negotiate in good
24 faith on wages, hours and general working conditions as prescribed by the statutes of the State of
25 Washington.

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29 **ARTICLE VI**

30
31 **UNION REPRESENTATION**

32
33 **Section 6.1.**

34 The Union will designate a conference committee consisting of no more than five (5) representatives
35 who will meet with the superintendent of the District and/or the superintendent’s representatives to
36 discuss matters of mutual concern. Meetings shall be held monthly, or as needed, on a date mutually
37 agreeable to both parties. If the District calls the meeting, employees shall be compensated at their
38 regular hourly rate for attendance at conference committee meetings.

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40 **Section 6.1.1.**

41 All classified employees of a site shall be represented on the site team according to District
42 policy and procedure.



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ARTICLE VII

WORKING HOURS AND CONDITIONS

Section 7.1.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 7.2.

Each employee shall be assigned in writing to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of three (3) workdays, unless the change would provide a personal hardship for the employee where then the District, employee, and Union would agree on an extended timeline up to ten (10) days.

The first shift is defined as any work shift beginning between 4:00 a.m. and 10:59 a.m. The second shift is defined as any work shift beginning between 11:00 a.m. and 8:59 p.m. The third shift is defined as any work shift beginning between 9:00 p.m. and 3:59 a.m. and shall receive special compensation according to Section 19.9. Shift differential shall apply to custodial and maintenance employees only.

Section 7.3.

Each shift for full-time employees shall consist of eight (8) hours, with a paid fifteen (15) minute first half and a paid fifteen (15) minute second half work break or rest period, to be taken in the proximity of the building or work area. Lunch periods shall be in addition to the work shift. The District shall have final authority to determine the length of lunch period. Those working a shift of 7.75 hours will have a second 15 minute paid break also, thereby increasing their paid day to eight (8) hours.

Section 7.3.1.

During spring break and the summer, ten (10) month or more employees who work forty (40) hours per week will be scheduled to work four (4) ten hour days, Monday through Thursday. The District and the Union will agree upon a start and end date for the summer months. The employee, if eligible, waives their right to overtime compensation for hours worked in excess of eight (8) hours per day but not more than ten (10) hours per day during this time period. Ten month or more employees who work less than forty (40) hours per week will be scheduled to work four (4) days, Monday through Thursday, according to their assignment.

Section 7.4.

Part-time employees will be provided with a fifteen (15) minute paid break during their shift, provided the shift is three (3) hours or longer.

Section 7.5.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and the supervisor. In the event the District requires an employee to forego the lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates. Any employee who works a shift of more than five (5) hours shall have a lunch period at a time determined by the District



1 after considering an employee’s request for length of lunch period. No compensation will be given for
2 this lunch period.

3
4 **Section 7.6.**

5 If there are fifteen (15) minutes or less between work periods, compensated time shall continue
6 uninterrupted for all employees.

7
8 **Section 7.7.**

9 Employees, regardless of classification, requested to work a position regularly filled by a higher paid
10 classification employee shall receive compensation equal to the rate of pay for the position worked
11 plus longevity rate they qualify for on the basis of his/her own length of service. The employee filling
12 in for the higher paid classification employee will be paid the higher rate of pay starting on the first
13 day of the assignment, if the assignment is equal to or greater in duration than half of the shift for
14 which the employee is subbing. There shall be adjustments that allow for only two (2) position
15 upgrades per absence at location.

16
17 **Section 7.7.1.**

18 When a properly qualified PSE member is requested by the District to provide ELL
19 interpretative services which may include an IEP, parent meeting, or translation of documents,
20 that individual will be compensated at double their hourly rate. (Provided these services are not
21 part of their essential functions)

22
23 **Section 7.8.**

24 Employees scheduled to work during evening PSE meetings, with their supervisor’s approval, may be
25 allowed to attend PSE meetings up to a maximum of ninety (90) minutes per meeting. Their building
26 must be secured and locked before leaving. Upon returning from the PSE meeting, they shall complete
27 the remainder of their shift.

28
29 **Section 7.9.**

30 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
31 District shall provide notification to employees. Employees who leave for and report to work before
32 the information is communicated, shall receive a minimum of two (2) hours pay at their base rate in the
33 event of such a closure. School closure emergencies are considered emergencies for 12-month
34 employees only. All other employees will make up missed days on student attendance days or through
35 scheduled days.

36
37 **Section 7.10.**

38 Employees working with asbestos shall be trained and certified and may perform the work, at the
39 employee’s option.

40
41 **Section 7.11.**

42 For each school building overload, classroom assistant hours shall be assigned to regular District
43 employees within the building/campus and within the classification first on a seniority basis and when
44 the assignment does not disrupt current schedules. Overload assignments filled in this manner will not
45 require posting. If no one is available in the classification, the overload time may be offered to other
46 qualified PSE members in the building/campus according to seniority.

47
48



1 **Section 7.12.**

2 All classified personnel will be allowed to work their regular hours on scheduled early release and late
3 start days.

4
5 **Section 7.12.1. SEAs.**

6 Any hours not worked on early release/late start days may be used for collaboration or
7 professional development within the same pay period. Time must be reflected on the
8 employee's time sheet and may not exceed eight (8) hours per day.

9
10 SEAs shall have the following options on *early release days*:

- 11
12 ✓ Work their regularly scheduled hours;
13 ✓ Collaborate with their classroom teacher;
14 ✓ Leave when students are dismissed; compensation will be given only for hours worked.
15 ✓ Professional development opportunities as defined in Article XV, Section 15.5.

16
17 **Section 7.13.**

18 Classified staff who are asked to be left alone to supervise a general education classroom/media center
19 for more than fifteen (15) minutes without the supervision of a certificated employee will be paid at a
20 rate double their hourly pay. The use of an instructional assistant in this manner will be consistent with
21 State law.

22
23 Special Education staff will not be left alone with students within the school day without instruction
24 and/or direction provided by the teacher and check-ins by certificated staff each period/hour. If
25 coverage is due to teacher absence, and a certificated substitute is unavailable through the substitute
26 system, the special education assistant left alone will be paid double their rate of pay. The use of an
27 instructional assistant in this manner will be consistent with State law.

28
29 Classified staff filling in for certificated staff shall only be expected to do the job for which they are
30 filling in. They shall not be expected to cover their regular duties at the same time. These assignments
31 shall be offered to interested and qualified classified employees on a rotating seniority basis.

32
33 **Section 7.14.**

34 All employees will be given access to a computer during their work hours to read, and respond to,
35 work-related emails. Each employee will be allowed adequate time each workday (shift) to fulfill this
36 task.

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39
40 **ARTICLE VIII**

41
42 **SPECIAL ASSIGNMENT PROVISIONS**

43
44 **Section 8.1. Special Assignment Provisions.**

45 For all employees, all hours worked in excess of forty (40) hours per week or eight (8) hours per day
46 shall be compensated at one and one-half (1½) times the employee's base salary. All overtime and
47 comp time hours must receive prior approval. No pyramiding of regular work hours will count
48 towards 40 hours.

1 **Section 8.1.1.**

2 Employees who work ten (10) months or more, prior approved overtime may be taken either at
3 overtime rates or as compensatory time at the employee’s option. Compensatory time shall be
4 taken at the overtime rate of one and one-half (1½) hours for each one (1) hour worked. A
5 record of such time shall be kept. Compensatory time taken shall be by mutual agreement
6 between the District and the employee. The time off must be given within the same pay period
7 that the overtime is worked or within the following pay period. Comp time hours in excess of
8 16 hours at the end of the pay period will be cashed out.

9
10 **Section 8.2.**

11 Employees called into work on an unscheduled day or called in/back on a regular workday, shall
12 receive no less than two (2) hours pay. If the call back hours fall within the same week that the
13 employee has used compensated leave, the call back hours will be paid at overtime rates in accordance
14 with RCW 49.46.130.

15
16 **Section 8.3. Substitute and/or Overtime Determination for Employees.**

17
18 **Section 8.3.1.**

19 All employees who indicate to their supervisor that they are interested in substitute and/or
20 overtime work will be placed on a rotating list with the order established by District seniority
21 within the building/campus.

22
23 Employees participating in this opportunity must be sure their primary job will be covered by a
24 substitute before accepting the “subbing up” job. The primary job is the assignment where the
25 employee works the most hours.

26
27 This process will be used only when absences are pre-arranged by two (2) workdays or more.

28
29 **Section 8.3.2.**

30 As substitute and/or overtime work becomes available, the person at the top of the rotating list
31 shall have the right to the substitute and/or overtime work provided they are qualified as
32 outlined in Section 8.3.4.

33
34 **Section 8.3.3.**

35 Should the person at the top of the list decline the work, their name shall go to the bottom of
36 the list and the next person on the list shall be offered the work. Should the person at the top of
37 the list decline the work, the supervisor will offer the work to people on the rotating list in
38 order of seniority.

39
40 **Section 8.3.4.**

41 Should the person at the top of the rotating list not be acquainted with the position and
42 responsibilities of the work offered, the next person on the list will be offered the substitute
43 and/or overtime work provided they are qualified. The supervisor shall determine whether the
44 employee has sufficient knowledge of the position and responsibilities to perform the
45 assignment. If a person is not given substitute and/or overtime work because of insufficient
46 knowledge of the assignment, they shall retain their position on the rotating list for the next
47 substitute and/or overtime assignment.



1 **Section 8.3.5.**

2 Substitute and/or overtime seniority shall apply only to the building(s) in which the employee is
3 assigned.

4
5 **Section 8.3.6.**

6 The District agrees to provide employees with as much advance notice of substitute and/or
7 overtime requirements as is practicable in the circumstances.

8
9 **Section 8.3.7. Custodial Substitute Pool.**

10 The District will establish a custodial substitute pool of current PSE members. The District will
11 notify PSE members via email of the opportunity for extra work as a custodial substitute.

12
13 Interested employees would need to be able to work one (1) hour minimum shift or longer
14 without placing themselves into overtime. Employees will receive their regular rate of pay, or
15 their corresponding step on the custodial pay scale, whichever is greater.

16
17 **Section 8.4.**

18 Battle Ground Public Schools part-time four (4) hour custodial employees will be used to work
19 additional days/hours in addition to their regularly scheduled work shift, when needed on weekends, to
20 complete tasks as requested by the Custodial Supervisor, rather than using on-call substitutes.

21
22 In the event part-time four (4) hour custodial employees are not available to work on the weekend, and
23 the situation is deemed to be emergent, the work will then be offered to regular custodial employees,
24 before using on-call substitutes.

25
26 The part-time four (4) hour custodial employees will be called in accordance with their seniority.

27
28
29
30 **ARTICLE IX**

31 **HOLIDAYS AND VACATIONS**

32
33
34 **Section 9.1.**

35 All employees shall receive the following paid holidays that fall within their work year.

- | | | |
|----|---|----------------------------|
| 36 | 1. New Year’s Day | 9. Day before Thanksgiving |
| 37 | 2. Martin Luther King’s Birthday | 10. Thanksgiving Day |
| 38 | 3. President’s Day | 11. Day after Thanksgiving |
| 39 | 4. Memorial Day | 12. Christmas Eve |
| 40 | 5/6. Independence Day-2 (10 months or more) | 13. Christmas Day |
| 41 | 7. Labor Day | 14. New Year’s Eve Day |
| 42 | 8. Veterans’ Day | 15. Juneteenth (June 19th) |
| 43 | | |
| 44 | | |

45 **Section 9.1.1.**

46 When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When
47 a holiday falls on Sunday, the following Monday shall be observed as the holiday.



1 **Section 9.1.2.**

2 All employees who work during the first week of the school year will be paid for the Labor
3 Day holiday. All employees whose assignment is for ten (10) or more months, or employees
4 who work a summer position and are employed (start) by the 4th of July will be paid for the 4th
5 of July holiday. If the holiday falls on a Saturday, all employees who are contracted to work
6 the day before the holiday will be paid for the Juneteenth holiday. If the holiday falls on a
7 Sunday, all employees who are contracted to work on Monday shall be paid for the Juneteenth
8 holiday.

9
10 **Section 9.1.3.**

11 All employees whose assignment is for ten (10) months or more will be paid for two (2)
12 holidays in observance of Independence Day. These holidays will be paid at ten (10) hours per
13 day for employees scheduled to work forty (40) hours per week during the week of the 4th of
14 July holiday. Employees who are scheduled to work less than forty (40) hours per week will
15 receive pay equal to one fourth (1/4) of their hours per week for each holiday.

16
17 **Section 9.2. Unworked Holidays.**

18 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the
19 time the holiday occurs. Employees who are on the active payroll on the holiday and have worked
20 either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the
21 holiday, and are not on unpaid leave, shall be eligible for pay for such unworked holiday. An exception
22 to this requirement will occur if employees can furnish proof satisfactory to the District that because of
23 illness they were unable to work on either of such shifts, and the absence previous to such holiday, by
24 reason of such illness, has not been longer than thirty (30) regular workdays.

25
26 **Section 9.2.1. Unworked Holidays as Workdays.**

27 A paid holiday shall be considered a workday for purposes of determining overtime pay or
28 compensatory time during an employee's work week.

29
30 **Section 9.3. Worked Holidays.**

31 Employees who are required to work on the above described holidays shall receive the pay due them
32 for the holiday, plus time and one-half (1½) for all hours worked on such holidays.

33
34 **Section 9.4. Holidays during Vacation.**

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

37
38 **Section 9.5. Vacations.**

39 Full-time employees and less than full-time employees working in assignments of two-hundred sixty
40 (260) days, twelve (12) months annually, shall receive paid vacation in the manner prescribed by this
41 article. Employees who work a full eight (8) hour shift for ten (10) months or more each year and a
42 minimum of two hundred (200) days shall be eligible for prorated vacation. Vacation shall be
43 calculated according to the following schedule.

44
45 **Section 9.5.1. Vacation Credit.**

46 When employees transfer from a position where no vacation credit is earned to a position
47 earning vacation, the hours worked for the District within the bargaining unit will be totaled to
48 determine the number of years for vacation credit, the total number of hours worked will be



1 divided by 2080 to determine the number of credit years earned. No credit will be given for
2 partial years.

3
4 **Section 9.5.2.**

5 During the first year of employment with the District, the employee shall be eligible for
6 prorated vacation through August 31 of that year.

7
8 **Section 9.5.3.**

9 On September 1 of the first year of service with the District, each employee shall be granted ten
10 (10) workdays vacation per year.

11
12 **Section 9.5.4.**

13 On September 1 of the seventh (7th) year of service with the District, each employee shall be
14 granted fifteen (15) workdays vacation per year.

15
16 **Section 9.5.5.**

17 On September 1 of the fourteenth (14th) year of service with the District, each employee shall
18 be granted twenty (20) workdays vacation per year.

19
20 **Section 9.5.6.**

21 On September 1 of the twenty-fourth (24th) year of service with the District, each employee
22 shall be granted twenty-one (21) workdays vacation per year.

23
24 **Section 9.5.6.1.**

25 Up to one-half (½) of an employee's annual vacation days which are unused by
26 September 1 annually may be carried over for one (1) year with the approval of the
27 immediate supervisor. Any other unused vacation days as of August 31st will be cashed
28 out at the employee's regular hourly rate of pay and will be included in the employee's
29 next pay warrant.

30
31 **Section 9.5.7.**

32 Unused vacation time will be compensable upon termination of employment to a maximum of
33 thirty (30) days payable at the rate of pay applicable at the time of termination, provided, that in
34 the event the employee has received compensation for vacation buy back in the twenty-four
35 (24) month period preceding termination, then the 30-day maximum shall be reduced by those
36 days previously paid.

37
38 **Section 9.5.8.**

39 Ten (10) and eleven (11) month employees shall receive pay equal to accrued vacation benefit
40 in lieu of vacation days.

41
42 **Section 9.5.9.**

43 Personnel who are laid off or on authorized leave of absence will, upon returning to their
44 former employment status with the District, retain their former vacation rate of accrual. No
45 vacation time credit will accrue during their lay-off or leave of absence. Employees who
46 change classifications shall not lose accrued vacation rights.

1 **Section 9.6.**

2 Vacations will be scheduled at the time of the employee request, whenever feasible, within reasonable
3 limits of maintaining needed personnel for building coverage and/or work requirements.
4
5
6

7 **ARTICLE X**

8 **LEAVES**

9
10
11 **Section 10.1.**

12 Sick leave for employees shall be in accordance with state law, which includes personal illness, injury,
13 temporary disability, and/or a serious health condition of the employee or to care for the employee’s
14 family member, as defined below:
15

- 16 • Child under age eighteen (18) (including a biological, adopted, or foster child, stepchild, or a
17 child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent)
- 18 • Child over age eighteen (18) who is incapable of self-care (including a biological, adopted, or
19 foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal
20 guardian, or is a de facto parent)
- 21 • Spouse, significant other, or registered domestic partner
- 22 • Parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian
23 of an employee)
- 24 • Grandchild or grandparent
- 25 • Sibling (including biological, adopted, foster, or step sibling)
- 26 • Any relative residing in the employee’s household
- 27 • Any family member of the employee’s spouse or registered domestic partner as described
28 above

29
30 **Section 10.1.1.**

31 Each employee shall accumulate one (1) day of sick leave for each calendar month worked.
32 Sick leave shall accrue as hours and in a direct ratio to hours worked. An employee who works
33 five (5) workdays in any calendar month will be given credit for the full calendar month. Sick
34 leave not taken in one year shall accumulate.
35

36 **Section 10.1.2.**

37 Sick leave benefits shall be paid on the basis of the base hourly rate applicable at the time the
38 sick leave is taken.
39

40 **Section 10.1.3.**

41 Employees claiming sick leave benefits due to illness for more than five (5) consecutive days
42 must submit a written statement from a physician which states the reason(s) of the absence and
43 any reasons for a continued absence.
44

45 **Section 10.1.4.**

46 Employees will be required to sign a statement on their timesheet verifying the dates of the
47 absence and the type of leave applied.



1 **Section 10.1.5.**

2 Sick leave is for illness and medical checkups or treatments. Employees must notify the
3 substitute clerk. Sick leave may be used for ill family members as described in section 10.1.
4 Sick leave will not be front loaded.

5
6 **Section 10.1.6.**

7 Employees who have accrued sick leave while previously employed in the District or while
8 employed by another public school district in the State of Washington shall be given credit for
9 such accrued sick leave upon employment by the District.

10
11 **Section 10.1.7. Leaves.**

12 The conversion of accumulated sick leave is to be in accordance with WAC 392-136, Finance-
13 Conversion of Accumulated Sick Leave in WAC 392-136-015.

14
15 **Section 10.2. Bereavement Leave.**

16 The District shall provide bereavement leave for all classified employees. A maximum of five (5) days
17 leave, noncumulative and without salary deduction, will be allowed when there is a death within the
18 immediate family, as described in section 10.1. One (1) day of bereavement leave shall be provided for
19 the death of a non-immediate family or close personal friend unless travel necessitates a second day. In
20 the case of distance or some other factor contributing to need for more time, the employee may apply
21 for additional time through the superintendent or designee. If granted, this additional time shall be
22 without a salary deduction.

23 Upon finding it necessary to be absent from their assigned duties for bereavement leave, employees
24 will notify the substitute clerk at the earliest possible moment stating the reason therefore. Upon return
25 to duty, an employee will be required to prepare their timesheet in accordance.

26
27 **Section 10.3. Emergency Leave.**

28 Employees shall be granted five (5) days of emergency leave per year. Such leave shall be
29 noncumulative and shall be deducted from accrued sick leave. Emergency leave shall be compensated
30 at the same rate as the employee would have received had the employee not taken the leave.

31
32 **Section 10.3.1.**

33 An emergency, for the purpose of this leave, is a suddenly precipitated situation which is of
34 such a nature that pre-planning is not possible or where pre-planning could not relieve the
35 necessity for the employee’s absence. The situation cannot be one of minor importance or of
36 mere personal convenience, but must be of a serious emergency nature.

37
38 **Section 10.3.2.**

39 Serious illness of the employee’s non-dependent child or grandchild shall be regarded as an
40 emergency situation if the employee is required to accompany the non-dependent child to a
41 doctor for emergency medical care.

42
43 **Section 10.3.3.**

44 Emergency leave may not be used for vacation periods or extensions thereof, recreational
45 outings, nor for business or social appointments, nor for matters of personal convenience.



1 **Section 10.3.4.**

2 Employees, upon finding it necessary to be absent from their assigned duties by reason of an
3 emergency, will notify their supervisor at the earliest possible moment, stating the reason
4 therefore. Upon return to duty, the employee will be required to sign a statement on their
5 timesheet stating the general reason for the reported absence. School closure emergencies are
6 considered emergencies for 12-month employees only. All other employees will make up
7 missed days on student attendance days or through scheduled days.

8
9 **Section 10.4. Judicial Leave.**

10 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
11 as a codefendant with the District, such employee shall receive a normal day’s pay for each day of
12 required presence in court; provided, however, that any compensation received for such service shall
13 be deducted from employee’s pay. In the event that an employee is a party in a court action, such
14 employee may request a leave without pay. Employer may require documentation or verification of
15 jury service (WAC 3567-31-310) in accordance with Board Policy No. 5408.

16
17 **Section 10.4.1.**

18 An employee will be granted subpoena leave with pay when it is within the realm of their
19 employment with the District and they are subpoenaed on the District’s behalf.

20
21 **Section 10.5. Personal Leave.**

22 Each employee working in scheduled school year assignment or more shall be granted two (2) days,
23 per year, cumulative to ten (10) days paid personal days. Personal days for employees hired during
24 second (2nd) semester will be prorated. The employee shall notify the District and supervisor three (3)
25 weeks in advance if they wish to take more than five (5) days personal leave so that a substitute may be
26 obtained if needed. When possible, the employee should notify their supervisor. The employee shall
27 not be required to state a reason when using personal leave. Personal leave requested will be taken in
28 one (1) or more hour increments, unless the leave balance is less than one (1) hour. An employee’s
29 available hours will be calculated as of October 1st of each school year. Each employee shall have the
30 right to sell personal leave back at a rate of two (2) days for one (1) day. Employees will not be
31 compensated for more than one (1) additional day’s pay per year under this provision.

32
33 For every three (3) years of service starting with Year 16 of Schedule A, employees will be granted
34 one (1) additional personal leave day to a maximum of four (4) additional days. Employees may cash
35 out these days at a ratio of two (2) to one (1).

36
37 **Section 10.6.**

38 The District will follow and adhere to the federal and state Family Leave Act.

39
40 **Section 10.7. Pregnancy/Childbirth Disability Leave.**

41 Pursuant to Board Policy 5404, a staff member may maintain up to 40 hours of leave before utilizing
42 PFML (Paid Family Medical Leave). In addition, additional leave and benefits in accordance with the
43 federal and state family leave laws (FMLA and PFML) During such a general leave, the staff member
44 pay the School Employees Benefits Board (SEBB) their share of any insurance costs in order to
45 maintain those benefits.



1 Upon return from an extended pregnancy/childbirth disability and/or general leave, a staff member
2 shall be entitled to a position in the District for which they are qualified. An effort will be made to
3 place the staff member in their original position or in a comparable position.
4

5 Paid Family and Medical Leave (PFML) is available to employee's benefits as allowed by law and
6 described below.
7

8 The District will pay the employer PFML premium and employees shall pay the employee portion of
9 the premium. The District will annually notify employees about the benefits available under PFML.
10 The District shall provide eligible employees with a known qualifying event a written statement of
11 their rights , and upon request, facilitate their claim to the Employment Security Department Division
12 (ESD).
13

14 To qualify for PFML, employees must have worked at 820 hours or more in the qualifying period,
15 which shall be defined as the first four of the last five completed calendar quarters starting from when
16 the employee makes their claim for benefits, (at any employer in Washington State). PFML may not be
17 taken without a qualifying event. PFML benefits shall include up to twelve (12) weeks of paid leave
18 per year to care for self or family and may be extended under certain circumstances defined below.
19

20 PFML may be used as follows:
21

22 1. Family Leave:

- 23 a. To care and bond after a baby's birth or the adoption or foster placement of a child younger than
24 eighteen (18) years, to be used at any time within the twelve (12) months following the
25 birth/placement of a child.
26 b. To care for a family member (child, grandchild, grandparent, parent, parent-in- law, sibling,
27 spouse, and state-registered domestic partner) experiencing an illness or medical event.
28 c. Certain military-connected events
29

30 2. Medical Leave to care for self in relation to an illness or medical event, including pregnancy
31 disability.

32 Under the following circumstances, benefits may be as follows:

- 33 1. Total of up to 14 weeks for a medical leave involving a serious health condition during
34 pregnancy that results in incapacity
35 2. Total of up to 16 weeks for combined medical and family leave
36 3. Total of up to 18 weeks for combined medical and family leave involving a serious health
37 condition during pregnancy that results in incapacity
38

39 Each PMFL family leave entitlement event ends twelve (12) months following the birth or
40 placement of a child or the first application for PFML benefits. Each PFML medical leave
41 entitlement expires twelve (12) months following the first application for PFML benefits.
42

43 **Section 10.7.1.**

44 Employees granted parental leave will be allowed compensation in accordance with Section
45 10.1 above, provided, however, that sick leave will not accrue while an employee is on unpaid
46 pregnancy/childbirth disability leave.
47

1 **Section 10.8. Parental Leave.**

2 The District recognizes that the bonding that occurs between a parent and child is important to the
3 nurturing of that child regardless of whether the parent is the child’s biological parent or the gender of
4 the parent. Therefore, upon notification to the office of human resources, up to three (3) days of paid
5 leave shall be granted for the birth, foster placement, or adoption of a child. An additional five (5) days
6 may be taken from emergency leave days if available. For the purposes of foster placement or
7 adoption, this leave may be used to attend counseling sessions, court appearances, attorney
8 consultations, physical examinations, home studies, or other requirements necessary to complete the
9 foster placement or adoption. Employees are eligible for family leave benefits as per state and federal
10 regulations.

11
12 **Section 10.9. Religious Leave.**

13 Employees of the District are entitled to two unpaid holidays per calendar year for a reason of faith or
14 conscience or an organized activity conducted under the auspices of a religious denomination, church,
15 or religious organization. The employee may select the days on which the employee desires to take the
16 two unpaid holidays after consultation with the employer. The employer must allow the employee to
17 do so unless the employee's absence would impose an undue hardship on the employer or the employee
18 is necessary to maintain public safety. Undue hardship shall have the meaning established in rule by
19 the Office of Financial Management under Section 2 of this act (SSB 5173.)

20
21 **Section 10.10. Uncompensated Leave.**

22 Uncompensated leave may be granted by the superintendent or superintendent’s designee upon written
23 request and pre-approval in the event of an emergency, hardship, or special occasion. Additional
24 documentation may be required by the District. Compensated leave must be exhausted prior to using
25 uncompensated leave.

26
27 **Section 10.11. Domestic Violence Leave.**

28 The District will provide leave in accordance with RCW 49.76 which allows victims of domestic
29 violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and
30 obtain health care. Such leave will be with or without pay at the employee’s discretion; provided that
31 an employee must have available sick leave, vacation leave or similar paid leave available to receive
32 paid leave. Employees may also take reasonable leave to help a family member obtain needed
33 treatment or services. Family members are defined in section 10.1 above.

34
35
36
37 **ARTICLE XI**

38
39 **LEAVE OF ABSENCE**

40
41 **Section 11.1.**

42 A written request shall be filed with the human resources office for a leave of absence and shall be
43 submitted a minimum of three (3) weeks before leave is to commence and shall include full details
44 regarding the requested leave. The Board of Directors, who approves such requests, may grant a leave
45 of absence for a period not to exceed one year; provided, however, if such leave is granted due to
46 extended illness, one additional year may be granted.



1 **Section 11.1.1.**

2 All employees granted a leave of absence of six (6) months or more must respond within five
3 (5) workdays of receipt to a registered letter request from the human resources office regarding
4 their continued employment status with the school district.

5
6 **Section 11.1.2.**

7 Leaves of absence may be granted by the Board of Directors for purposes of education, health
8 and recuperation. Leaves of absence may be granted for other purposes, based upon the merits
9 of the request.

10
11 **Section 11.2.**

12 When returning within one (1) year from the date a leave is granted, the employee shall be allowed to
13 return to the position last held or a similar position in terms of duties, hours and wages.

14
15 If a leave is extended for more than one year, the employee will be eligible for any open position for
16 which they are qualified prior to filling the position with an outside candidate.

17
18 **Section 11.3.**

19 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave
20 of absence. However, (1) vacation credits, sick leave, and seniority shall not accrue while the
21 employee is on leave of absence and (2) medical benefits may not be extended beyond the first thirty
22 (30) workdays of the leave unless otherwise provided by the Family Medical Leave Acts or COBRA.
23 If such leave is approved for job related illness or injury, seniority shall accrue.

24
25 **Section 11.4.**

26 If an employee on leave of absence accepts another job, receives unemployment insurance or goes into
27 business for himself/herself, their employment and all other seniority rights will be automatically
28 terminated.

29
30 **Section 11.5.**

31 Military leave of absence shall be granted to classified employees as required by law.

32
33 **Section 11.6.**

34 Unpaid short term leave of less than six (6) workdays will be provided an employee for personal
35 significant situations. Application must be made to the superintendent/designee for approval. The
36 applicant must state the general reason for the request in the application.

37
38 **Section 11.7. Leave Sharing.**

39 Leave sharing shall be in accordance with the Washington State Leave Sharing Program as established
40 under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and as set forth in Chapter 41.04
41 RCW. An employee may apply for leave sharing provided they have met the following criteria as set
42 forth in District Policy.

43
44 An employee on a District approved medical leave of absence shall be able to access health benefit
45 pooling dollars, providing they are also compensated by using their sick leave, personal leave,
46 emergency leave, parental leave, vacation days, or donated leave.



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ARTICLE XII

SENIORITY, PROBATION AND LAYOFF PROCEDURES

Section 12.1.

The seniority of an employee in the bargaining unit shall be established as of the date on which they began continuous daily employment with the District (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided.

Section 12.2.

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

- A. Resignation
- B. Discharge for any reason contained in this Agreement; or
- C. Retirement

Section 12.3.

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves of absence, not to exceed one (1) year unless one additional year is approved by the District, as referenced in Section 11.2. Vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence (as listed in items A through C).

Section 12.4.

The following application of seniority will be used:

- 1. Seniority in Job Title
- 2. Seniority in General Classification
- 3. District-Wide Seniority

District seniority shall only accrue when the employee maintains continuous daily employment in a specific job title/classification. An employee may accrue seniority in more than one job title/classification, provided said employee maintains continuous daily employment in said classifications. Employees who changed classification prior to September 1, 1994 do not retain seniority in previous classification.

Section 12.4.1.

In the event an employee’s current position is reclassified, the employee’s seniority date for the position shall be considered their seniority date for the new classification.



1 **Section 12.5.**

2 The employee with the earliest hire date shall have absolute preferential rights regarding shifts and
3 vacation period.
4

5 **Section 12.5.1.**

6 The District will publicize the availability of new or open positions for a period of five (5)
7 workdays by notifying Union officers, trustees and each school after the District determines to
8 staff the position.
9

10 **Section 12.6.**

11 All open positions may be posted internally and externally at the same time. If there are four (4) or
12 more qualified in-district applicants, the District will interview at least four (4) of the most qualified
13 in-district applicants, as determined by the District. The District will choose the in-district applicant
14 who possesses the greatest skills and ability, as referenced in the job posting and as demonstrated in
15 the job application and interview process. Every attempt will be made to include a PSE member on the
16 interview panel, preferably from within the same classification.
17

18 If a junior candidate is chosen because the applicant possesses substantially greater skill and abilities
19 than the senior applicants, the senior applicant upon request, within fifteen (15) workdays, shall be
20 given a letter of bypass stating the specific reason(s). The reasons given in the letter must be based on
21 the qualifications stated in the job posting.
22

23 *Seniority shall be the deciding factor if all other qualifications are equal.
24

25 If there are three (3) or fewer qualified in-district applicants for an opening, the District may interview
26 outside candidates with the qualified in-district candidates. If an in-district candidate is not chosen
27 because the outside applicant possesses substantially greater skill and abilities, the senior applicant
28
29 upon request will be given a letter of by-pass stating the reason(s). The reasons given in the letter must
30 be based on the qualifications stated in the job posting.
31

32 **Section 12.6.1.**

33 The successful external applicant will be placed on a ninety (90) workday probationary period;
34 the employee will be reviewed at forty-five (45) workdays, with a written report on areas of
35 success and concerns. Any time during this probationary period the District shall have the right
36 to discharge such employees without cause.
37

38 At the end of the probationary period, a permanent employee will be subject to all rights and
39 duties contained in this Agreement retroactive to their hire.
40

41 **Section 12.6.2.**

42 In applying for new or open positions, the selected employee will be given a thirty (30)
43 workday trial period. If the position proves unsatisfactory to the employee or the supervisor
44 determines the employee incapable of performing the job, the employee or supervisor may
45 request reassignment of the former position. The employee may only request reassignment to a
46 former position two (2) times in any school year.
47

1 **Section 12.6.3.**

2 In the event an employee is hired into another District position, and if that employee is
3 requested in writing by the District to remain in the former position until a qualified person is
4 hired to fill the open position, that employee would maintain all rights and privileges under this
5 Agreement for the duration of the requested assignment. The same rights apply in the event the
6 former employee is requested in writing to train the new employee during a specified period of
7 time. If the employee’s newly assigned position is at a higher rate of pay than their previous
8 position’s rate of pay, they will be paid at the higher rate of pay starting at the first day they
9 were awarded the position.

10
11 **Section 12.6.3.1. Lateral transfers.**

12 The following rule applies to non-promotional transfers. (Non-promotional or ‘lateral’
13 transfers are transfers within the same classification, rate of pay, and job description.)
14 Such transfers will be awarded by seniority.

15
16 Transfers are not permitted while an employee is on a plan for success, in a disciplinary
17 situation, suspension, or layoff, unless mutually agreed to by the employee, District and
18 PSE.

19
20 **Section 12.7. Layoffs, and Recall from Layoff.**

21 If a position is reduced or discontinued the employee may displace the most junior employee in the
22 same job title/classification provided they can perform the junior employee’s job. If there is no position
23 in the same job title for the employee to be placed into, and that employee has previous experience in
24 another job title/classification within the District that individual’s district seniority in the previous job
25 classification shall apply.

26
27 Student specific special education assistants whose positions are eliminated during the school year,
28 will be offered the first open student specific position within that classification. At the end of the
29 school year, student specific special education assistants will be included in the summer re-
30 employment process. The employee may also exercise their rights under this section to displace the
31 most junior employee in that same job title/classification.

32
33 If the employee ends up with fewer hours than they had in the previous position, they then have first
34 right to any additional posted hours in the classification.

35
36 In the event that the District reestablishes the layoff positions or makes additional classified positions
37 available, such employees are to be placed in a position, by seniority, where seniority allows them to
38 be placed, filling any opening within the job title/classification or any other job title/classification(s)
39 held prior to layoff.

40
41 **Section 12.7.1.**

42 Employees shall forfeit rights to reemployment as provided in Section 12.7 if they do not
43 comply with the requirements of Section 12.7, or if they do not respond to the offer of
44 reemployment within three (3) workdays. During the summer re-employment process,
45 employees may use a proxy to respond to job offers.



1 **Section 12.7.2.**

2 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all
3 other accrued benefits; provided, that such employee is offered a position substantially equal to
4 that held prior to layoff. If the position proves unsatisfactory within thirty (30) workdays to the
5 employee, or the supervisor determines the employee incapable of performing the job, the
6 employee or supervisor may request the employee be placed back on the re-employment list.
7 The employee/supervisor may exercise this option no more than two (2) times.

8
9 **Section 12.7.3.**

10 Individuals, whose names are on the re-employment list, may elect to accept a position with the
11 District which pays less salary and/or has fewer hours than the position previously held. These
12 employees shall remain on the re-employment list.

13
14 **Section 12.7.4.**

15 Individuals, who remain on the re-employment list once the summer placement process is
16 completed, shall notify Human Resources within five (5) workdays of their interest in open,
17 posted positions in the same job title/classification.

18
19 **Section 12.7.5.**

20 It is mutually agreed that employees will give the District written notice of intent to terminate
21 employment at least two (2) weeks in advance of leaving, and the District will make every
22 effort to notify employees notice of intent to layoff an employee by no later than June 15, or
23 within ten (10) workdays after a second levy failure.

24
25 **Section 12.8. Temporary Positions.**

26 If a regular employee is hired for any temporary position in their classification, the employee shall
27 return to the position held immediately prior to the temporary assignment. When a regular employee is
28 hired for a temporary position, the employee’s regular position shall be filled with a substitute/in-
29 district employee until the temporary position ends. All affected employees shall move back to their
30 regular positions when the temporary position ends. This process will not impact more than three (3)
31 permanent positions.

32
33 **Section 12.9. Job Sharing.**

34 The District will have the right to determine whether the job responsibilities warrant a shared position.
35 The division of hours will be determined by the affected employees and the District. These position(s)
36 will be reviewed each year. Sections 9.5, 10.5, and 14.1 of this Agreement apply regarding eligibility
37 for benefits. When a party to a job share position resigns, the position will be posted as the original
38 position and hired according to contractual obligations.

39
40 **Section 12.10. Assignments for New School Year.**

41 Classified employees will begin the following student school year with the same assignments,
42 including work hours, they had the prior student school year unless otherwise notified.
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ARTICLE XIII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 13.1.

The District may discharge any employee subject to this Agreement for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedures of this Agreement.

Section 13.2.

The District agrees to follow a policy of progressive discipline unless the severity or nature of the employee's behavior warrants more serious and immediate actions.

Section 13.2.1.

The progressive steps shall normally be as follows:

1. Oral Warning Formal
2. Letter of Instruction
3. Letter of Reprimand
4. Suspension
5. Discharge

Section 13.3.

If the District has reason to discipline or discharge an employee, the employee shall have the right to have a representative of their choice at discipline proceedings, excluding informal warnings, criticism or suggestions for improvement, and will not be placed into an employee's personnel file, which independently do not form a basis for formal action. (See Weingarten Rights described in Sub Section 13.3.1.)

When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present or until two (2) days have passed after such request. In emergency conditions, in cases where health, safety and well-being of students, other employees, or District patrons necessitate immediate disciplinary action, the District will notify the Union as soon as reasonably possible that action has been taken. No disciplinary action may result from a meeting between an employee and a supervisor unless an opportunity for representation has been afforded.

Section 13.3.1. Investigations.

The employee shall be informed of the nature of the investigation and whether the employee is a witness or a suspect before any investigation commences. The notification shall also advise the employee of their right to have Union representation present during any and all interviews.

Section 13.3.2. Weingarten Rights Defined.

The "Weingarten Rights" (mentioned in Article XIII, Section 13.3) requires that an employee be given the opportunity to have union representation at an employer's investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts, and may help both sides save valuable time in getting to the bottom of the issue.



1 This opportunity includes the following principles:
2

- 3 1. The employee must request union representation.
4
- 5 2. Rescheduling a meeting to permit a union representative to be present may be
6 appropriate, but the unavailability of a union representative may not unreasonably delay
7 the investigation.
8
- 9 3. The right applies to situations where the employee reasonably believes the investigation
10 will result in disciplinary action. This right does not pertain to “run-of-the-mill-shop-
11 floor conversations” including but not limited to giving instructions, training or needed
12 correction of work techniques.
13
- 14 4. The union representative’s role is to assist the employee, not to disrupt or obstruct the
15 interview. The representative’s role may include clarifying facts or suggesting other
16 employees with relevant knowledge.
17
- 18 5. If an employee requests union representation, the employer may decide to continue the
19 investigation without interviewing the employee. The employer is not required to justify
20 this decision.
21

22 These duties and responsibilities are printed here for the education of employees and
23 supervisors, and not as a limitation on the rights of the parties in any particular case.
24

25 **Section 13.4.**

26 The District shall have the right to discipline an employee for justifiable cause. If the District has
27 reason to reprimand an employee, except in an emergency situation, it shall be done in a manner which
28 will not embarrass the employee before other employees or the public.
29
30

31 **ARTICLE XIV**

32 **INSURANCE**

33 **Insurance: School Employees Benefit Board (SEBB) Program**

34 The district shall pay the full portion of the employer contribution as adopted in the School Employees
35 Health Care Coalition agreement and funded by the state budget for all employees who meet the
36 eligibility requirements. For purposes of benefits provided under the SEBB, school year shall mean
37 September 1 through August 31, and shall be referred to as the eligibility year.
38

39 The District will pay the state-determined employer share of benefits costs to the Health Care
40 Authority (HCA) through payroll deduction for the month in which the employee receives benefits.
41

42 SEBB benefits include but are not limited to:

- 43 • Basic Life and accidental death and dismemberment insurance (AD&D)
44
45
46
47



- 1 • Basic Long-term Disability
- 2 • Vision
- 3 • Dental, including orthodontia
- 4 • Medical Plan

5
6 Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and
7 Dependent Care Assistance Program (DCAP) offered by the SEBB. Employees will also have the
8 option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health
9 Plan (HDHP) is selected for their medical insurance through SEBB. In addition, employees will be
10 able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through
11 SEBB when available (e.g. Long-term Disability, etc).

12 13 **Eligibility**

- 14
15 1. Eligible employees shall select from the approved SEBB identified carriers and plans for
16 themselves, their dependents, and/or domestic partner (only state-registered domestic partners may
17 be covered by SEBB benefits), consistent with SEBB rules.
18
- 19 2. All employees, including substitute employees, shall be eligible for full insurance coverage under
20 the SEBB program once they work or are anticipated to work the state-designated threshold
21 number of hours. The current threshold is 630 hours, which may be subject to change by the state.
22 The district will not provide benefits for employees working below the state-designated threshold
23 in effect during the term of this agreement.
24
- 25 3. Once eligibility is established, it shall be maintained for the remainder of the eligibility school
26 year, unless the employee's schedule or work pattern is revised such that they are no longer
27 anticipated to work the state-designated threshold of 630 hours or separate from employment. In
28 this case, eligibility for the employer contribution ends as of the last day of the month in which the
29 change is effective.
30
- 31 4. All Compensated hours (regular, supplemental contracts measured in hours, including coaching) in
32 any position within the District shall count for purposes of establishing eligibility. A school
33 employee who is not anticipated to work 630 hours within the school year because they are hired
34 after the school year but they are anticipated to work at least 630 hours the next school year,
35 establishes benefits eligibility for the employer contribution toward SEBB benefits as of their first
36 working day if they are anticipated to be compensated for at least 17.5 hours a week in the last
37 eight weeks counting backwards from the week that contains the last days of school.
38
- 39 5. Any employee who was eligible in the previous year and is returning to a similar position(s) with
40 comparable hours, will be eligible for benefits. A school employee is presumed eligible for the
41 employer contribution at the start of the school year, as described if they worked at least 630 hours
42 in each of the previous two school years, and are returning to the same position.
43

44 **Benefits Enrollment and Continuity of Coverage**

- 45
46 1. Employees shall select a carrier and plan(s) provided in the county in which they live or as per
47 SEBB rules. Electronic enrollment processes shall be established consistent with SEBB rules.

- 1 2. In the month of September, benefit coverage for eligible employees begins their first day of work,
2 so long as the employee works on or before the first day of school. For all other employees' benefit
3 coverage will begin the first of the month following the employee's first day of work.
4
- 5 3. Should an employee who previously was not anticipated to work to the state-designated threshold
6 of 630 hours during the school year , and is subsequently employed in a position in which the
7 District anticipates they will work to the state-designated threshold of 630 hours shall become
8 eligible for benefits the first day of the month following the known date of eligibility.
9
- 10 4. Should an employee who previously was not anticipated to work 630 hours during the school year,
11 and is subsequently employed in a position in which the District anticipates they will work 630
12 hours shall become eligible for benefits the first day of the month following the known date of
13 eligibility.
14

15 **Leaves**

- 16 1. Paid leave hours shall count towards benefits eligibility under this section.
17
- 18 2. Employees on an approved unpaid leave will retain their employee/employer relationship. An
19 employee on approved leave under the Federal Family and Medical Leave Act (FMLA) or the
20 Washington State Paid Family Medical Leave (PFML) will continue to receive the employer
21 contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
22
- 23 3. For an employee on leave without pay and who is no longer anticipated to meet the eligibility
24 requirements for employer paid insurance, the employee will have the option of self-paying the
25 premium to HCA (COBRA).
26

27 **Benefit Termination**

28 Any employee eligible for benefits who terminates the employee-employer relationship shall continue
29 to receive benefits through their final month of employment. When employees eligible for benefits
30 separate from employment after completion of the employee's full contract obligation the separation
31 will be effective August 31. In cases when an employee provides notice of an alternate date, the
32 District will provide the employee notification of the impact on benefit eligibility and coverage.
33

34 **Section 14.1.1.**

35 New employees to the District who wish to enroll in insurance benefit programs must do so
36 within the sign-up periods established by the District. The District will make material available
37 to new employees at the administration office.
38

39 **Section 14.1.2.**

40 The District shall provide tort liability coverage for all employees subject to this Agreement.
41

42 **Section 14.1.3.**

43 Special coverage shall be provided in case of an industrial accident. It is recognized that the
44 payments received as compensation by an employee injured on the job under circumstances
45 bringing him within the coverage of the Workman's Compensation Trust through ESD 112 are
46 less than the regular wage payments received by the employee.
47

1 **Section 14.1.4.**

2 In the case of any on-the-job disability which is covered by industrial insurance under the
3 Workman’s Compensation Trust through ESD 112, the employer will pay to such disabled
4 employee, out of their accumulated sick leave, an allowance equal to the difference between the
5 workman’s compensation benefits and the employee’s regular straight time gross pay, less
6 statutory deductions, beginning at the time of disability and continuing until the accumulated
7 sick leave entitlement is completely expended. After exhausting paid sick leave, employees
8 have the option of using other available paid leave to supplement workman’s compensation
9 benefits.
10

11 **Section 14.1.5.**

12 If the employee is still disabled after his earned paid leave allowance is expended, the
13 employee will revert to only the pay coverage afforded the workman’s compensation insurance.
14 In order to receive benefits under this section, employees may be required, at the discretion of
15 the employer, to submit evidence in writing from a duly licensed medical examiner that in the
16 opinion of the examiner the employee was physically unable to return to work on the day for
17 which benefits are claimed.
18

19 **Section 14.2. Staff Protection.**

20 The District shall cover the cost of an employee’s personal property, excluding cash and electronic
21 devices as defined in the Bring Your Own Device (BYOD) Staff Agreement (see appendix), that is
22 maintained on District property in locked storage and for which the employee has received written
23 approval for use by the employee’s supervisor and the central business office. In the event that an
24 employee’s phone is damaged while being used during the work day for work purposes, the
25 employee’s insurance will cover the cost of repair or replacement. The preceding sentence applies only
26 to those individuals who receive the \$30 stipend for cell phone usage. Individual losses or damage is
27 subject to the following conditions:
28

- 29 A. There must be proof submitted that the employee has insurance. An employee must exhaust
30 his/her own insurance recovery possibilities before being eligible for reimbursement under this
31 provision. A copy of the employee’s homeowner’s/auto insurance is required.
- 32 B. There must be filed with the District human resources office within twenty (20) days after the
33 damage or loss, a Proof of Loss and Claim for Reimbursement form.
- 34 C. There shall be no reimbursement for loss of cash.
- 35 D. Upon approval by the District of a certified claim, individual losses shall be reimbursed to the
36 limit of the insurance deductible, or up to five hundred dollars (\$500.00), whichever is less,
37 based on actual value at the time of the loss as determined by an insurance adjuster.
- 38 E. Reimbursement will not be made due to an employee’s negligence.
39
40
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44 **Section 14.2.1.**

45 Upon clear acts of vandalism on school property, the District will reimburse the employee for
46 up to their five hundred dollar (\$500.00) deductible for damaged motor vehicles. Individual
47 losses for damage to an employee’s personal property that are caused by other District
48 employees acting within the scope of their employment shall be referred to the District’s



1 liability insurance carrier. It will be the employee's responsibility to provide a written
2 verification of completed repairs and verification that the accident has been reported to local
3 authorities in a timely manner.

4
5 **Section 14.2.2.**

6 The parties agree to adhere to the Federal Occupational Safety and Health Act and the
7 Washington Industrial Safety and Health Act.

8
9
10
11 **ARTICLE XV**

12
13 **VOCATIONAL TRAINING**

14
15 **Section 15.1.**

16 Employees attending training courses required by state regulation or District policy as a condition of
17 employment will be paid by the school district, at the employee's regular hourly rate of pay if it is
18 during the employee's normal work hours, plus any fee, tuition, or transportation costs (including
19 mileage when using own vehicle). If the course is taken outside the employee's normal work hours,
20 reimbursement will be according to Schedule A.

21
22 **Section 15.2.**

23 Employees attending training courses or seminars requested by the employee and approved by the
24 District will suffer no loss of regular salary, if the course requires them to attend on their regular
25 school employment time, but no salary payment will be made for any time an employee would not
26 have regularly worked; however, expenses incurred for transportation (including mileage when using
27 own vehicle) and/or training course fees and tuitions will be paid by the school district.

28
29 **Section 15.3.**

30 The District shall provide expenses and materials to establish courses of study within the confines of
31 the District which would be of mutual benefit to the employee and the District.

32
33 **Section 15.4.**

34 Purchase of recognized vocational courses from local, state, or national educational institutes which
35 would improve the potential of employees subject to this Agreement shall be done by the District.

36
37 **Section 15.5.**

38 Each staff member will be provided at least two (2) opportunities, of their choosing and approved by
39 the District, to participate in a relevant professional development activity during the employment year.
40 Compensation for the time spent in this participation outside of the regular work schedule will be
41 calculated and paid at the employee's hourly rate.

42
43 **Section 15.6.**

44 The District and PSE mutually agree to continue to develop a cross-training program for employees
45 who opt to participate.

1 **Section 15.7.**

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

- 5
- 6 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; and
- 7 a. Have received a passing grade on the education testing service (ETS) paraeducator
- 8 assessment; or
- 9 b. Hold an associate of arts degree; or
- 10 c. Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an
- 11 institution or higher education; or
- 12 d. Have completed a registered apprenticeship program.

13
14 Paraeducators who have successfully met the standards above will be required to complete the
15 Fundamental Course of Study (FCS) as outlined in RCW 28A.413.060. The District will implement
16 training for the Fundamental Course of Study for which state funding is appropriated and for the
17 number of days/hours that are funded by the appropriation. The District will also provide access to
18 computers and other technology needed to be successful in obtaining the FCS and certificates.

19
20 All classified staff will be provided opportunities during the work day or late starts or early release to
21 complete the district mandatory Safe Schools training.

22
23 **Section 15.8.**

24 The District will provide all employees whose job requires a CPR/First Aid/AED certification, the
25 opportunity for paid CPR/first aid/AED training before the first day of school. Classified employees
26 who are asked to assist with new curriculum adoptions will be offered relevant district paid training.

27
28
29
30 **ARTICLE XVI**

31
32 **MAINTENANCE OF MEMBERSHIP AND CHECKOFF**

33
34 **Section 16.1.**

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

38
39 **Section 16.2.**

40 The District agrees to accept dues authorizations via paper form, voice authorization or by E-signature
41 in accordance with “E-SIGN.” PSE will provide a list of the members who have agreed to Union
42 membership via any of the above methods. In addition, upon request, access will be given to the
43 District to the .wav files associated with the voice authorizations.

44
45 The PSE State Office will be the custodian of the records related to dues authorizations and they agree
46 that, as the custodian of the records, they have the responsibility to ensure the accuracy and safe-
47 keeping of those records.



1 **Section 16.3.**

2 The Union will indemnify, defend, and hold the District harmless against any claim made and any suit
3 instituted, or judgment rendered against the District resulting from any deduction of the Union dues.
4 The Union agrees to refund to the District any amounts paid in error because of the dues deduction
5 provision. In the event of any suits against the District relative to dues deductions, the District shall
6 select the attorney(s).

7
8 **Section 16.4.**

9 The District will notify the Union president of all new hires within 30 days of the hire date. At that
10 time, the Union shall present information about PSE to the new employees. The new employee
11 orientation shall be up to 30 minutes and shall occur during the new employee’s regular work hours at
12 the employee’s work site or at a location mutually agreed to by the District and the Union.

13
14 Subsequent meetings with employees will continue during the school year to address issues at the local
15 level.

16
17 **Section 16.5. Checkoff.**

18 Upon written or voice authorization of any public employee within the bargaining unit, the District
19 shall deduct from the pay of such public employee the monthly amount of dues, certified by the
20 secretary of the PSE/SEIU Local 1948 and shall transmit the same to the treasurer of PSE/SEIU 1948.
21 Upon authorization, the District shall deduct local chapter dues from the pay of the employee on a
22 monthly basis no later than the first regular payday of each month and remit the same to the treasurer
23 of the local Battle Ground PSE chapter on a monthly basis.

24
25 **Section 16.6. Political Action Committee.**

26 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
27 deduct from the pay of such bargaining unit employee the amount of contribution the employee
28 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.
29 Section 16.5 of the Collective Bargaining Agreement shall apply to these deductions. The employee
30 may revoke the request at any time. At least annually, the employee shall be notified by the PSE/SEIU
31 Local 1948 State Office about the right to revoke the request.

32
33 **Section 16.7. Hold Harmless.**

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

37
38
39
40 **ARTICLE XVII**

41
42 **GRIEVANCE PROCEDURE**

43
44 **Section 17.1.**

45 Grievances or complaints arising between the District and its employees within the bargaining units
46 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
47 terms and conditions of this Agreement, shall be subject to the following grievance procedure.



1 **Section 17.2. Grievance Steps.**

2
3 **Section 17.2.1. Step 1.**

4 The employee shall first discuss the grievance with his immediate supervisor. If the employee
5 wishes, he may be accompanied by an Union representative at such discussion. All grievances
6 not brought to the immediate supervisor in accordance with the preceding sentence within ten
7 (10) workdays after the grievance is discovered or reasonably should have been discovered,
8 shall be invalid and subject to no further processing. The immediate supervisor shall have five
9 (5) workdays in which to respond verbally and/or to resolve the grievance.

10
11 **Section 17.2.2. Step 2.**

12 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
13 subsection, the employee shall, within ten (10) workdays, reduce to writing a statement of the
14 grievance in letter form containing the following:

- 15
16 A. The facts on which the grievance is based;
17 B. A reference to the provisions in this Agreement, which have allegedly been violated;
18 and
19 C. The remedy sought.

20
21 The employee shall submit the written statement of grievance to his immediate supervisor for
22 reconsideration and shall submit a copy to the director of human resources. The parties will
23 have five (5) workdays from submission of the written statement of the grievance to resolve it
24 by indicating on the statement of grievance the disposition. If an agreeable disposition is made,
25 all parties to the grievance shall sign it.

26
27 **Section 17.2.3. Step 3.**

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

34
35 **Section 17.2.4. Step 4.**

36 If no settlement has been reached within ten (10) workdays as referred to in the preceding
37 subsection, the employee may request the grievance be submitted for final and binding
38 arbitration. Such arbitration shall be conducted by an arbitrator under the rules and
39 administration of the American Arbitration Association. During arbitration under this step
40 neither the District nor the grievant will be permitted to assert any grounds not previously
41 disclosed to the other party in preceding grievance steps.

42
43 Each party shall bear the full cost for its side of the arbitration, and will pay one-half (1/2) of the
44 cost of the arbitrator and the American Arbitration Association administration. The arbitrator
45 shall have no power to make awards contrary to state or federal laws and regulations.

1 **Section 17.3. Grievance Claims.**

2 Grievance claims involving retroactive compensation will be processed in accordance to WA state law.
3 In arriving at any disposition or settlement, neither party shall have the authority to alter this
4 Agreement unilaterally. The employer shall not discriminate against any individual employee or the
5 organization for taking action under this article.
6
7
8

9 **ARTICLE XVIII**

10 **SEPARABILITY OF PROVISIONS**

11
12
13 **Section 18.1.**

14 The provisions of this Agreement are deemed to be separable to the extent that should any part hereof
15 or any provisions herein contained be rendered or declared invalid by reason of any existing or
16 subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of
17 such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall
18 remain in full force and effect.
19

20 **Section 18.2.**

21 It is further provided that such part or provision of this Agreement so rendered or declared invalid shall
22 immediately be amended to comply with the requirements of such enacted legislation or court decree.
23
24
25

26 **ARTICLE XIX**

27 **SALARIES**

28
29
30 **Section 19.1.**

31 Salaries for employees subject to this Agreement, during the term of the Agreement, for all
32 administratively approved hours worked, are contained in Schedule A attached hereto and by this
33 reference incorporated herein.
34

35 **Section 19.2.**

36 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
37 and conditions of Section 20.3. Should the date of execution of this Agreement be subsequent to the
38 effective date, salaries, including overtime, shall be retroactive to the effective date.
39

40 **Section 19.3.**

41 Retroactive pay, where applicable, shall be paid on the first regular payday following the time needed
42 to make the necessary payroll computer changes after the ratification of this Agreement. Retroactive
43 pay resulting from negotiations pursuant to Section 20.3 shall be made in the same manner.
44

45 **Section 19.4.**

46 Longevity steps, where applicable, shall take effect on September 1 of each year.
47 New employees hired after June 1, shall not receive the second incremental salary step until the
48 September 1st date following their first full year of service.



1 **Section 19.5.**

2 New employees within the jurisdiction of this Agreement will be employed at the rate according to the
3 salary schedule mutually agreed upon within this contract at the appropriate level. New employees
4 who transfer from another school district, Educational Service District, or Office of Superintendent of
5 Public Instruction within Washington State shall advance on the longevity schedule consistent with the
6 provisions of RCW 28A.400.300.

7
8 With the start of this term of contract, new or returning employees who have previous years of service
9 with a school district outside Washington State shall be given credit, upon hire, on the longevity
10 schedule as follows:

- 11
12 Five years' service – Step B (Year 2)
13 Ten years' service – Step D (Year 6-8)
14 Fifteen years' service – Step F (Year 12)
15 Twenty plus years' service – Step G (Year 15)

16
17 Additionally, new or returning employees hired with work experience in an industry-related field
18 (outside of a school district) shall be given credit, upon hire, as outlined above.

19
20 Current employees who feel they meet the criteria above may request a review no later than October
21 31st. If the District agrees to adjust the employee's pay step, it will be effective September 1st of the
22 current year. Any request submitted after October 31st, and approved, will become effective
23 September 1st of the following school year. The District may require various forms of verification
24 before considering the request.

25
26 **Section 19.6. Prorated Salary.**

27 All employees working regular schedules of 1,080 hours or more per year and work an equal number
28 of hours each day will have their income averaged and paid in twelve (12) monthly installments. The
29 District shall pay the employees and the employees shall accept compensation for their services in an
30 annual salary (hours per year multiplied by hourly rate), prorated and paid in twelve (12) equal
31 monthly installments. The first payment shall be due on September 30 of each year. Should an
32 employee's total number of hours in their assignment change, the adjustment will be reflected on the
33 next pay period.

34
35 **Section 19.7. Travel Reimbursement.**

36 Any employee required to travel from one site to another in a private vehicle during working hours
37 shall be reimbursed for such travel on a per-mile basis at the same rate as established by SPI.

38
39 **Section 19.7.1.**

40 Travel requests must be submitted according to District procedure. School district vehicles are
41 to be used for travel when possible. Registration, housing and meals at conferences shall be
42 paid as authorized on the Request for Approval of Travel form.

43
44 **Section 19.8.**

45 Any employee required by their supervisors to attend meetings during working hours or non-working
46 hours will be compensated as per Schedule A for time in attendance at their base hourly rate.



1 **Section 19.9.**

2 Custodial and maintenance permanent employees working a second shift shall receive a ten cent (10¢)
3 premium per hour added to their regular wage. Custodial and maintenance permanent employees
4 working a third shift shall receive a fifteen cent (15¢) premium per hour added to their regular wage.
5
6
7

8 **ARTICLE XX**

9 **TERM**

10
11 **Section 20.1.**

12 The term of this Agreement shall be September 1, 2022 to August 31, 2025.
13
14

15 **Section 20.2.**

16 All provisions of this Agreement shall be applicable for the entire term of this Agreement
17 notwithstanding its execution date, except as provided in the following section.
18

19 **Section 20.3.**

20 This agreement may be reopened and modified at any time during its term upon mutual consent of the
21 parties in writing; provided, however, that all state increases for salaries and insurance shall be passed
22 through for each year of this agreement. This agreement shall be reopened to consider the impact of
23 any legislation enacted following execution of this agreement which directly affects the terms and
24 conditions herein or create authority to alter personnel practices in public employment.
25

- 26 • Effective September 1, 2022 Schedule A wages will increase 6.75% that includes the
27 State funded inflationary increase.
- 28 • Effective September 1, 2023, Schedule A wages will increase by the state funded
29 inflationary increase +1%, or 3.0%, whichever is greater.
- 30 • Effective September 1, 2024, Schedule A wages will increase by the state funded
31 inflationary increase +1%, or 3.1%, whichever is greater.
32

33 The parties agree to continue their practice of reviewing 1/3 of the chapter positions every year over
34 the three (3) year period of this contract. Recommendations will be made as needed to bring the
35 classifications to the average on wages and benefits. Employees who obtain licenses or certificates
36 pertinent to their job title and classification shall be reviewed during the next Position Review
37 Committee (PRC) process. When comparing like districts, comparisons will include longevity of the
38 other districts. The comparison districts used will be chosen by mutual agreement between the District
39 and PSE.
40

41 It is understood that in the event that the state legislature modifies legislation that changes the current
42 funding scheme or requires school employees to move to a different health care system, this provision
43 may become void; provided, that the District and the Union shall meet and confer in that event
44 regarding any impacts of such change to PSE employees.
45



1 **Section 20.4.**

2 It is mutually agreed that the District will explain to the Union in writing the reasons and the
3 procedures if adjustments are made to salaries or insurance pursuant to this Agreement.
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SIGNATURE PAGE

**PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948**

**BATTLE GROUND PSE
#119**

BATTLE GROUND SCHOOL DISTRICT

DocuSigned by:
Cheryl O'Dell
BY: 8F2B4A0AC9934EC...
Cheryl O'Dell, Chapter Co-President

DocuSigned by:
Denny Waters
BY: 9711322B836241F...
Denny Waters, Superintendent

11/14/2022
DATE: _____

11/14/2022
DATE: _____

DocuSigned by:
Tom Bulkley
BY: 822E57EE5B46451
Tom Bulkley, Chapter Co-President

11/14/2022
DATE: _____



**BATTLE GROUND SCHOOL DISTRICT
PSE SALARY SCHEDULE
FOR FISCAL YEAR 2022-2023**

Salary schedule reflects 6.75% increase 2022-2023.

YEARS OF SERVICE

	A - (0-1)	B - (2)	C - (3-5)	D - (6-8)	E - (9-11)	F-(12-14)	G-(15-17)	H-(18-20)	I -(21-24)	J-(25-29)	K-(30+)
1	17.21	17.71	18.21	18.75	19.31	19.89	20.47	21.09	21.71	22.36	23.03
2	17.54	18.04	18.58	19.14	19.69	20.28	20.89	21.51	22.14	22.81	23.49
3	17.87	18.41	18.95	19.51	20.07	20.67	21.28	21.91	22.55	23.25	23.93
4	18.23	18.77	19.32	19.92	20.48	21.10	21.72	22.37	23.02	23.71	24.42
5	18.58	19.14	19.69	20.28	20.89	21.51	22.14	22.79	23.48	24.19	24.91
6	18.95	19.51	20.08	20.68	21.29	21.92	22.57	23.26	23.93	24.63	25.39
7	19.32	19.92	20.48	21.10	21.72	22.37	23.02	23.71	24.41	25.13	25.90
8	19.70	20.28	20.89	21.51	22.14	22.80	23.48	24.17	24.89	25.63	26.41
9	20.09	20.70	21.29	21.92	22.57	23.26	23.93	24.63	25.37	26.10	26.89
10	20.48	21.10	21.72	22.37	23.02	23.71	24.41	25.13	25.88	26.65	27.44
11	20.90	21.53	22.13	22.79	23.48	24.17	24.88	25.63	26.40	27.18	28.00
12	21.30	21.95	22.57	23.27	23.94	24.64	25.39	26.13	26.89	27.73	28.54
13	21.73	22.37	23.03	23.72	24.42	25.14	25.90	26.66	27.45	28.29	29.12
14	22.15	22.81	23.49	24.19	24.90	25.63	26.41	27.19	27.98	28.83	29.70
15	22.58	23.28	23.95	24.66	25.41	26.16	26.91	27.73	28.53	29.39	30.27
16	23.04	23.72	24.43	25.16	25.91	26.68	27.46	28.30	29.12	29.99	30.90
17	23.50	24.20	24.91	25.64	26.43	27.21	27.99	28.83	29.72	30.60	31.51
18	23.96	24.66	25.42	26.17	26.92	27.74	28.55	29.39	30.27	31.19	32.12
19	24.43	25.16	25.91	26.68	27.46	28.30	29.12	29.98	30.89	31.80	32.75
20	24.93	25.66	26.43	27.21	27.99	28.83	29.72	30.60	31.50	32.45	33.40
21	25.42	26.18	26.95	27.74	28.56	29.41	30.29	31.20	32.12	33.09	34.09
22	25.92	26.68	27.47	28.31	29.13	30.00	30.90	31.81	32.75	33.75	34.75
23	26.44	27.22	28.02	28.87	29.74	30.61	31.51	32.45	33.40	34.41	35.44
24	26.97	27.76	28.57	29.43	30.30	31.21	32.13	33.10	34.09	35.10	36.16
25	27.47	28.31	29.13	30.00	30.90	31.81	32.75	33.74	34.72	35.77	36.86
26	28.03	28.87	29.74	30.61	31.51	32.45	33.40	34.40	35.43	36.50	37.59
27	28.57	29.43	30.30	31.21	32.13	33.10	34.09	35.08	36.13	37.22	38.32
28	29.15	30.02	30.91	31.82	32.76	33.75	34.75	35.78	36.86	37.95	39.09
29	29.75	30.61	31.52	32.46	33.41	34.41	35.46	36.50	37.57	38.72	39.86
30	30.33	31.22	32.16	33.12	34.10	35.11	36.15	37.23	38.34	39.51	40.66
31	30.92	31.83	32.77	33.76	34.76	35.79	36.87	37.95	39.09	40.26	41.48
32	31.53	32.47	33.43	34.43	35.47	36.52	37.61	38.72	39.85	41.06	42.31
33	32.16	33.13	34.10	35.11	36.15	37.23	38.34	39.47	40.65	41.88	43.13
34	33.18	33.78	34.79	35.81	36.90	37.98	39.11	40.27	41.49	42.73	44.01
35	33.44	34.44	35.47	36.52	37.61	38.72	39.85	41.06	42.28	43.55	44.85
36	34.11	35.12	36.17	37.26	38.37	39.53	40.68	41.90	43.14	44.44	45.77
37	34.79	35.81	36.90	37.98	39.11	40.27	41.49	42.72	43.98	45.32	46.67
38	35.48	36.53	37.64	38.76	39.90	41.10	42.31	43.56	44.86	46.22	47.61
39	36.16	37.26	38.37	39.53	40.68	41.90	43.14	44.43	45.75	47.13	48.54
40	36.90	38.00	39.12	40.29	41.51	42.73	44.00	45.32	46.68	48.08	49.52
41	37.63	38.76	39.90	41.09	42.34	43.58	44.87	46.23	47.61	49.05	50.51
42	38.38	39.54	40.72	41.92	43.18	44.46	45.78	47.16	48.56	50.03	51.53
43	39.16	40.33	41.52	42.75	44.05	45.34	46.69	48.09	49.53	51.03	52.55
44	39.94	41.14	42.35	43.61	44.92	46.25	47.62	49.06	50.52	52.04	53.60
45	40.74	41.95	43.19	44.48	45.83	47.18	48.57	50.04	51.54	53.08	54.66

This table is based on increases of 3% across for experience and 2% down per level

One additional level will be added for confined spaces, CDL, playground inspection, fire alarm, welding, forklift trainer, septic system, and IICRC carpet cleaning certifications (if not required for position). Two additional levels will be added for unlimited journeyman license (electrician, HVAC and plumber). The supervisor will determine which employees will be asked to use these certificates and incur costs to keep them current. A memo will be sent to HR by the supervisor communicating who will be asked to use licensing or certification and the employee will provide documentation regarding the unlimited journeyman license (2 levels for electrician, HVAC and plumber) or certificate (1 level).

* \$0.10 differential per hour for Swing Shifts

** \$0.10 differential per hour for Swing Shifts and 2% Carpet Crew differential

Title	SS	Classification
Basic Education Assistant (Crossing Guard)	6	BEA
Basic Education Assistant (Lab)	7	BEA
Basic Education Assistant (Student Store)	7	BEA
Basic Education Assistant	6	BEA
Child Care Center Assistant	7	BEA
COVID-19 Isolation Room Attendant	12	BEA
Preschool Instructor Assistant	7	BEA
Science Resource Center Technician	6	BEA
School Health Assistant	11	BEA
Campus Security	22	CAMPUS SEC
Custodian *	19	CUSTODIAN
Head Custodian - Single Campus *	24	CUSTODIAN
Head Custodian - Dual Campus *	25	CUSTODIAN
Head Custodian - High School Campus *	26	CUSTODIAN
Head Custodian Lead	32	CUSTODIAN
Custodial - Carpet Crew w'License **	19	CUSTODIAN
Custodial - Carpet Crew Lead w' License **	24	CUSTODIAN
Stadium Tech *	21	CUSTODIAN
District Auditorium Coordinator	20	MAINTENANCE
HVAC Technician	34	MAINTENANCE
Maintenance Assistant	25	MAINTENANCE
Operator - Grounds	28	MAINTENANCE
Operator - Grounds Assistant	22	MAINTENANCE
Operator - Grounds Lead	34	MAINTENANCE
Operator - Grounds Summer Lead	26	MAINTENANCE
Skilled Trades Craftsman	34	MAINTENANCE
Skilled Trades Craftsman Assistant	25	MAINTENANCE
Library Technician	13	LIBRARY TECH
Brailist	22	PROFTECH
Career Guidance Technician	17	PROFTECH
Career Guidance Transition Facilitator	18	PROFTECH
Certified Occupational Therapy Assistant	28	PROFTECH
Community Education Coordinator	22	PROFTECH
Data System Technician	25	PROFTECH
Family Support Services - Coordinator	32	PROFTECH
Graduation Coach	12	PROFTECH
Help Desk Technician	28	PROFTECH
Integrated Learning Program Facilitator-Environment	33	PROFTECH
Intervention Specialist	34	PROFTECH
Lead Student System Coordinator	35	PROFTECH
Low-Voltage Technician	34	PROFTECH
LPN	26	PROFTECH
LSP Facilitator	24	PROFTECH
Network Support Engineer	38	PROFTECH
Network Support Engineer-Voice	38	PROFTECH
On-Line Learning Specialist	18	PROFTECH
Parent Outreach Liaison	23	PROFTECH
Physical Therapist Assistant	28	PROFTECH
Preschool Instructor	17	PROFTECH
Copy Center Technician	17	PROFTECH
Purchasing Technician	26	PROFTECH
Student Records Technician	19	PROFTECH
Student System Coordinator	31	PROFTECH
System Administrator	45	PROFTECH

Technology Assistant	13	PROFTECH
Technology Services Desktop Technician	32	PROFTECH
Transportation Router	26	PROFTECH
Special Program Para (BL - Resource Room)	11	SPEC PROG PARA
Special Program Para (Student Specific)	12	SPEC PROG PARA
Special Program Para (CBC/SLC/CBS)	12	SPEC PROG PARA
Special Program Para (Job coach)	13	SPEC PROG PARA
ASB (HS) Secretary	21	SECRETARIAL
Assistant Secretary (Building & Program)	15	SECRETARIAL
Community Education Asst Coordinator	16	SECRETARIAL
Counseling Center Secretary	18	SECRETARIAL
Discipline Clerk	14	SECRETARIAL
Facilities Specialist	35	SECRETARIAL
Family Support Services Secretary	20	SECRETARIAL
Grant Secretary	17	SECRETARIAL
Head Secretary	21	SECRETARIAL
High School Attendance Secretary	18	SECRETARIAL
High School Registrar	20	SECRETARIAL
Office Assistant	10	SECRETARIAL
Operations Specialist	33	SECRETARIAL
Purchasing/Warehouse Secretary	18	SECRETARIAL
Transportation/Boundaries Secy	21	SECRETARIAL
Inclusive Transitional Kindergarten Para (ITK)	12	PARAEDUCATOR
Para-Family Learning Liaison	11	PARAEDUCATOR
Para-Instructional Support Services (FCRC-student advocate)	12	PARAEDUCATOR
Online Digital Technician	10	PARAEDUCATOR
Para-Instructional Support Services (Math)	10	PARAEDUCATOR
Para-Instructional Support Services (Reading)	10	PARAEDUCATOR
Para-Instructional Support Services (ELL)	10	PARAEDUCATOR
Para-Instructional Support Services (Bldg Contact)	11	PARAEDUCATOR
Social Emotional Learning Cntr Paraeducator	18	PARAEDUCATOR
Online Learning Support Paraeducator	14	PARAEDUCATOR
Warehouse Person	27	WAREHOUSE
Warehouse Lead	30	WAREHOUSE