

Washougal School District #112-6

AND

Public School Employees of Washington

Washougal Chapter

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948

www.pseclassified.org

PO Box 798

Auburn, WA 98071-0798

1.866.820.5652

TABLE OF CONTENTS

	Page
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND DEFINITIONS	2
ARTICLE II RIGHTS OF THE EMPLOYER	4
ARTICLE III RIGHTS OF EMPLOYEES	5
ARTICLE IV RIGHTS OF THE UNION	7
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	8
ARTICLE VI UNION REPRESENTATION	9
ARTICLE VII HOURS OF WORK AND OVERTIME	9
ARTICLE VIII VACATIONS AND HOLIDAYS	14
ARTICLE IX SICK LEAVE, EMERGENCY LEAVE, MATERNITY LEAVE, BEREAVEMENT LEAVE, JUDICIAL LEAVE	16
ARTICLE X INSURANCE AND MEDICAL EXAMINATIONS	20
ARTICLE XI EMPLOYMENT NOTIFICATION	21
ARTICLE XII DISCIPLINE	21
ARTICLE XIII LEAVE OF ABSENCE	23
ARTICLE XIV SAFETY	23
ARTICLE XV INSERVICE OR VACATIONAL TRAINING	24
ARTICLE XVI PROBATIONARY, SENIORITY AND LAYOFF PROCEDURES	25
ARTICLE XVII MAINTENANCE OF MEMBERSHIP	29
ARTICLE XVIII PAYROLL DEDUCTION OF DUES	30
ARTICLE XIX MEMBERSHIP VISIT ON THE JOB	31
ARTICLE XX GRIEVANCE PROCEDURE	31
ARTICLE XXI APPRENTICES	32
ARTICLE XXII SALARIES AND EMPLOYEE COMPENSATION	33
ARTICLE XXIII SEPARABILITY	35
ARTICLE XXIV TERM	35
SIGNATURE PAGE	37
SCHEDULE A SEPTEMBER 1, 2022 - AUGUST 31, 2023	38

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 and it is recognized that the PSE membership will work actively and in support of the maintenance and operations levy as submitted by the District.
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.

PREAMBLE

Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this constitutes an agreement between the employer, the school board and the public employee local Union, an affiliate of the Public School Employees of Washington/SEIU Local 1948.

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

ARTICLE I

RECOGNITION AND DEFINITIONS

Section 1.1.

The school board and the superintendent of school district number 112-6 recognize the local Union of Public School Employees of Washington/SEIU Local 1948 as the exclusive bargaining representative of all the classified employees in the following units: transportation, custodial, maintenance, food service, secretarial, staff assistants, specialized technicians, early learning centers, and warehouse, for the purpose of consulting and negotiation on appropriate matters applicable to any and all employees in the unit. EXCEPT: all personnel within the superintendent's office, supervisor of food service, supervisor of facilities, custodial and warehouse supervisor, supervisor of technology, and supervisor of transportation.

Section 1.2.

The local Public School Employees Union recognizes the board, the elected representatives of the citizens of the Washougal School District, as the employers of the classified personnel.

Section 1.2.1.

The bargaining unit to which this agreement is applicable shall consist of all classified employees in the following job classifications: staff assistants, custodial, maintenance, food service, secretarial, transportation, warehouse, early learning centers, and specialized technicians; except, personnel within the superintendent's office.

Section 1.3. Definitions.

These definitions are offered for lay clarity only and are not to be construed as altering or modifying specific definitions found in the body of the agreement.

Regular Employee: An employee filling a permanent or temporary, school board-hired position for two hundred sixty (260) days per year.

Leave Replacement Employee: An employee hired to fill the position of an employee on leave, hired for a specific period of time, not exceed one (1) year during which they shall be subject to all provisions of this Agreement.

Regular Part-Time Employee: An employee filling a permanent school year only position.

Temporary Employee: An employee who is hired to work more than thirty (30) days up to a maximum period of the remainder of the current school year.

Substitute Employee: An employee who fills in when a regular, regular part-time, or temporary employee is absent.

Casual Employee: An employee who works less than thirty (30) consecutive workdays per year.

Casual Non-Student Attendance Day Employee: An employee who works during non-attendance days (Summer break) may work no more than 45 days per year. The 45 days may be worked intermittently.

Work Week: Usually Monday through Friday, except in unusual circumstances requiring weekend work. For pay purposes only, the workweek shall be considered Monday through Sunday.

Section 1.4. Definition Of Bargaining Unit Positions.

Section 1.4.1.

A temporary position is one created by the District for a minimum period of more than thirty (30) consecutive workdays up to a maximum period of the remainder of the current school year. Employees holding temporary positions will be considered regular or regular part-time employees. If a temporary position continues into the subsequent school year, it will be considered a permanent position.

Section 1.4.1.1.

Employees occupying temporary positions are subject to all terms and conditions of this agreement; except, that the position must be posted for three and one-half (3-1/2) hours per day or more to be eligible for District medical insurance.

Section 1.4.2.

A casual position is one created by the District for a period of less than thirty (30) consecutive workdays. Employees holding casual positions shall not accrue seniority. Regular part-time employees who work in casual positions will be paid at the substitute rate of pay.

Section 1.4.3.

A permanent position is one that is neither temporary nor casual.

Section 1.4.4.

Substitute employees: an employee who fills in when a regular employee is absent.

Section 1.4.4.1.

Substitute employees are governed only by Article I, Sections 1.4.4, 1.4.4.1, and the sections listed below. Substitute employees working more than twenty (20) consecutive shifts or thirty (30) shifts during any single fiscal year shall be considered employees for purposes of the agreement listed herein. Such status may not be lost unless the employee separates from employment in accordance with the provisions of this agreement, or is a voluntary quit. Substitute employees will be notified by the District in the event their job performance is not satisfactory in that classification. Substitute employees shall be eligible to participate in Washington State Public Employees Retirement System to the extent required by state law.

Article III, Section 3.5; Evaluations

Article VII, Sections 7.4, 7.5, 7.7, 7.8, 7.9, and 7.12; Hours of Work and Overtime

Article IX, Section 9.1.2; Sick and Emergency Leave

Article X, Section 10.4; Medical Examinations [after one (1) year of employment]

Article XIV; Safety

Article XVI; Section 16.3.4; Seniority

Article XV; Inservice or Vocational Training (District assigned courses only)

Article XVII; Maintenance of Membership

Article XVIII; Payroll Deduction of Dues

Article XXII; Salaries and Employee Compensation

Section 1.4.5.

Educational/training workers/volunteers shall not displace bargaining unit employees.

Section 1.5.

Functions which employees may be required to perform shall be listed in a position description.

Copies of job descriptions shall be provided to the Union. Each position shall have a description and an employee may be required to perform any or all of the functions described. Positions requiring different or additional functions shall be accompanied by a new position description or a modification of an existing position description. When such changes are made, this agreement shall be reopened for the purpose of establishing an appropriate rate of compensation.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and

1 matters of working conditions, the District shall give due regard and consideration to the rights of the
2 Union and the employees and to the obligations imposed by this agreement.

3
4 **Section 2.3.**

5 The District will not allow any bargaining unit employee to act in (or imply to act in) the role of a
6 supervisor. The District will not allow any bargaining unit employee to exercise or imply to exercise
7 any of the exclusive rights of the employer such as: the right to direct the work force (issue directives),
8 the right to hire, promote, retain, transfer, evaluate, and assign employees in positions, the right to
9 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
10 release employees from duties because of a lack of work or for other legitimate reasons.

11 No bargaining unit employee is a supervisor, nor 'management official of the District' as described in
12 section 2.1. This includes employees with 'Lead' or 'Coordinator' designations in their job title, as
13 well as any other employee who leads or guides others during the course of their duties.
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16
17

18 **ARTICLE III**

19
20 **RIGHTS OF EMPLOYEES**
21

22 **Section 3.1.**

23 It is agreed that all employees subject to this agreement shall have and shall be protected in the
24 exercise of the right, freely and without fear of penalty or reprisal, to join the Union. The freedom of
25 such employees shall be recognized as extending to participation in the management of the Union,
26 including presentation of the views of the Union to the board of directors of the District or any other
27 governmental body, group, or individual. The District shall refrain from interfering, restraining,
28 coercing or discriminating for the purpose of encouraging or discouraging membership in any
29 employee organization.
30

31 **Section 3.2.**

32 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
33 Union representatives and/or appropriate officials of the District, so long as this does not interfere with
34 their duties within the District.
35

36 **Section 3.3.**

37 Employees subject to this agreement have the right to have Union representatives present or represent
38 them at discipline conferences between themselves and supervisors or other representatives of the
39 District as hereinafter provided. Employees may have Union representatives present at non-
40 disciplinary meetings, providing the scheduling of such representation does not unduly delay the
41 meeting. Employees shall be given at least a one (1) workday notice of meetings that pertain to
42 evaluations, possible discipline, correction, or complaints from staff, students, or parents. If the
43 situation warrants immediate attention, the one (1) workday notice may be waived. In the event that an
44 employee is seeking Weingarten representation, the District will delay the meeting a reasonable
45 amount of time necessary to schedule representation. In emergency conditions, in cases where health,
46 safety, and well-being of students, other employees, or District patrons necessitate immediate
47 disciplinary action, the District will notify the Union as soon as reasonably possible that action has
48 been taken.

1
2 **Section 3.4.**

3 Neither the District, nor the Union, shall illegally discriminate against any employee subject to this
4 agreement on the basis of sex, race, language, creed, religion, color, national origin, age, sexual
5 orientation including gender expression or identity, veteran or military status, marital status, the
6 presence of any sensory, mental, or physical disability or the use of a trained dog guide or service
7 animal by a person with a disability. Employees must be able to perform the essential functions of the
8 job with or without a reasonable accommodation.
9

10 **Section 3.5.**

11 Each employee's job performance shall be evaluated one time per year, no later than spring break, by
12 qualified and trained supervisory personnel. Employees subject to this agreement shall not perform
13 evaluations.
14

15 **Section 3.5.1.**

16 Probationary employees will be given a copy of the evaluation tool at the time of hire. The
17 supervisor will meet with the employee by the 25th workday of employment with the District.
18 The supervisor will identify any job performance deficiencies as identified on the evaluation
19 form and suggest steps the employee can take to correct the deficiencies. If the job
20 performance has not improved at the end of the 60-day probationary period, the District may
21 exercise their right to release the employee.
22

23 **Section 3.6.**

24 If an employee feels that their work responsibilities are not properly aligned with the current job
25 description for the position, the employee may request a responsibility review by submitting a written
26 request to Human Resources and the Union. The application deadline is March 15th. Up to a
27 maximum of five (5) responsibility reviews will be accepted each school year. Each responsibility
28 review may include more than one (1) employee. Human Resources shall develop a form for applying
29 for a review and provide a written response with the outcome of the review, following discussion with
30 the Union. Any compensation increases as a result of the review will be effective as of the date of
31 change in duties.
32

33 An employee may request the review provided the following conditions are met:
34

- 35 a. A major function has been added to the employee's position that changes the level of
36 responsibility or skills required.
37 b. The position requires significantly higher levels of knowledge, skills, and/or educational
38 requirements than the current job description.
39 c. The position requires a higher level of responsibility in decision-making or a higher level of
40 authority not in the present classification level.
41 d. The position requires the employee to provide guidance, training, or give direction to staff,
42 students and others, with a level of autonomy or responsibility greater than others in the present
43 classification.
44

45 **Section 3.7.**

46 The District will maintain a personnel file on each employee. Such file shall contain such items as
47 original employment application and resume, educational records, references, information required as a
48 condition of employment, payroll authorizations, status sheets, and other information pertinent to the

1 employee. Supervisors may keep a Supervisor file with copies of information required as a condition
2 of employment or pertinent to the employee's seniority. In addition, the supervisor may keep, in a
3 Supervisor file, information that may be used in the employee evaluation. Any material in the
4 Supervisor file will not be used in evaluations or for seniority bypass unless it has been shared with the
5 employee. Letter(s) of reprimand will be referred to in the annual evaluation. No other files shall be
6 kept in the District.

7
8 Upon request, an employee shall have the right to inspect all contents of either file provided an
9 appointment is conveniently scheduled with the personnel office. If the employee desires, they may
10 fill out an inventory sheet listing all documents in their file. Upon request, a single copy of any
11 document(s) shall be provided to the employee.

12
13 Any material placed in the employee's file(s) which is reviewed and judged by the employee to be
14 derogatory to their conduct, service or character may be refuted in writing. Such written response shall
15 become part of the personnel file.

16
17 All derogatory and/or disciplinary material contained in the file(s) shall be removed at employee
18 request no sooner than three (3) years after its placement in the file(s) provided there is no further
19 occurrence related to the original incident, with the exception of those prohibited from removal by
20 state law and in accordance with state retention requirements and at the District's discretion, materials
21 that pertain to 'boundary violation issues' may be kept in the file(s) beyond the three (3) year time
22 limit. Materials removed from an employee's file(s) in such a manner shall not be considered in future
23 disciplinary action.

24
25 Disagreement by an employee with any material in the employee's file(s), except the evaluation, may
26 be a matter to be pursued by the grievance procedure. Any material not shown to an employee by the
27 District within ten (10) of the employee's workdays, or within ten (10) days after it is allowed to be
28 shared by the investigating agency, shall not be allowed in any disciplinary action against the
29 employee. Information related to grievances may be maintained separately from the employee's
30 personnel file.

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34
35 **ARTICLE IV**
36
37 **RIGHTS OF THE UNION**
38

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 with
42 respect to the formulation, development, and implementation of industrial relations matters and
43 practices which are within the authority of the District; and to enter collective negotiations with the
44 object of reaching an agreement applicable to all employees within the bargaining unit. This section is
45 not intended to expand upon the District's duty to bargain as required by law.

46
47 **Section 4.1.1.**

48 The parties will meet and confer on the school calendar.

Section 4.2.

The Union shall promptly be notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of the discharge and grievance procedure articles contained herein. The Union shall deliver a copy of any grievances to the Superintendent or designee. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Union's views concerning the case.

Section 4.3.

Representatives of the Union, upon making their presence known to the District, shall have access to the District premises during business hours, provided that no conferences or meetings between employees and Union representatives will in any way hamper or obstruct the employees working duties.

Section 4.4. Bulletin Boards.

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

Section 4.4.1.

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

Section 4.5.

The Union will designate a conference committee of three to six (3-6) members who will meet with the superintendent/designee of the District and the District's representatives on a mutually agreeable monthly basis to informally discuss appropriate matters. Committee membership will depend upon the mutually agreed agenda. These meetings shall not be construed as negotiating sessions.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is further agreed and understood that the District will consult with the Union, and meet with the Union upon its request, regarding any changes in benefits, policies, practices and procedures.

Section 5.2.

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

1 **Section 5.3.**

2 This section is not intended to expand upon the District's duty to bargain as required by law.
3
4
5

6
7 **ARTICLE VI**

8
9 **UNION REPRESENTATION**
10

11 **Section 6.1.**

12 Union representatives, when leaving their work to attend meetings set by the District, shall first obtain
13 permission from their immediate supervisor. The supervisor's permission in these instances will
14 normally be granted. The employees will report their return to work to their supervisors.
15

16 **Section 6.2.**

17 Time during work hours will be allowed Union representatives for attendance at meetings with the
18 District. Reasonable time will also be allowed for representatives to discuss with the employees
19 grievances, appropriate matters directly related to work situations in their area or craft, and negotiation
20 sessions if scheduled during work hours.
21

22 **Section 6.3.**

23 Employees who work swing or graveyard shift, with their supervisor's approval, may be allowed to
24 attend PSE meetings for a maximum of ninety (90) minutes per meeting; provided, their building is
25 secured and locked before leaving; and, provided further, that they shall complete their regular duties.
26 PSE will provide the District with notice prior to meetings occurring.
27
28
29
30

31 **ARTICLE VII**

32 **HOURS OF WORK AND OVERTIME**
33
34

35 **Section 7.1.**

36 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday,
37 except in unusual cases where demands may require Saturday and Sunday work. The seven (7) day
38 work week will be defined Monday through Sunday for payroll purposes.
39

40 **Section 7.2.**

41 Each employee shall be assigned to a definite and regular shift, place of work, workweek, with a
42 designated time of beginning and ending which will be determined for the school year after the first
43 two (2) weeks of each school year which shall not be changed without prior notice to the employee of
44 two (2) calendar weeks, unless mutually agreed upon by the employee and the supervisor or in cases of
45 emergency. Such notice and agreements shall be in writing. The District will make every effort to
46 keep employees at their regular work location as much as possible.
47

1 In the event a sub is unavailable, staff relocation shall be used on a day-to-day, limited or emergency
2 basis only, for a maximum of 30 days. (After which, the position will be posted as a temporary
3 position.) In such cases, the District will solicit capable volunteers from all other relevant work
4 locations for the temporary relocation. If there are no capable volunteers, the District may assign an
5 employee for the temporary relocation. In the presence of a valid reason, (ex. Lack of gas money,
6 vehicle safety, child care, etc.) a different employee will be assigned.

7
8 The District will notify the employee of any temporary relocation as soon as possible after the District
9 is aware of the necessary adjustment.

10 11 **Section 7.2.1.**

12 No less than one (1) hour per month, classroom support paras will have the opportunity to meet
13 with teachers to discuss program agenda items; e.g., student behaviors and classroom goals.
14 The time may be used during the month in thirty-minute or one (1) hour blocks of time.

15 16 **Section 7.2.2.**

17 All employees shall be given adequate time to check their work emails and fill out time sheets
18 on a daily basis. Thirty (30) minutes per week will be allotted to employees for this purpose.
19 No loss of compensated time shall occur as a result of checking work-related emails and/or
20 filling out time sheets. A computer shall be made available to employees during the regular
21 workday. A computer will be in a central location so it is conveniently available to all
22 employees.

23 24 **Section 7.3.**

25 Each shift for most nine (9), ten (10), and twelve (12) month employees shall consist of five (5) to
26 eight (8) hours compensated work time, excluding an uninterrupted lunch period of thirty (30) minutes.

- 27
- 28 • 4 – 4.75 hours – one (1) 15-minute paid rest period.
- 29 • 5 – 6.75 hours – one (1) 15-minute paid rest period and one (1) 30-minute uninterrupted
- 30 lunch period.
- 31 • 7 – 8 hours – two (2) 15-minute paid rest periods and one (1) lunch period.
- 32

33 When the nature of work allows employees to take intermittent rest periods equivalent to fifteen (15)
34 minutes for each (4) hours worked, scheduled rest periods are not required. Rest periods shall be
35 scheduled as near as possible to the midpoint of the work period in addition to lunch, if applicable.
36 Employees whose shift requires a lunch period are required to take a thirty (30) minute lunch period
37 and are not allowed to waive this lunch period. Breaks are not to be combined nor are they allowed at
38 the end of a shift.

39 40 **Section 7.4.**

41 All hours worked in excess of forty (40) hours per workweek shall be compensated at the rate of one
42 and one-half (1½) times the employee's hourly rate. No employee shall work overtime or
43 compensatory hours without prior authorization by their supervisor. Employees who disregard the
44 prior authorization rule for overtime may be subject to discipline.

1 **Section 7.4.1.**

2 All forty (40) hour employees required to work more than eight (8) hours a day in a week that
3 contains a holiday will be paid at the rate of one and one-half (1½) times the employee's hourly
4 rate.

5
6 **Section 7.4.2. Compensatory Time Off.**

7 An employee may, at their option, request compensatory time off in lieu of overtime
8 compensation or payment for hours worked beyond the employee's normal work shift.
9 Compensatory time, with supervisor approval, may be accrued; provided, however, that records
10 shall be maintained and provided to the supervisor along with the monthly timecard
11 documenting all compensatory time earned and used. There must be a reasonable expectation
12 that the employee will be provided an opportunity to expend the accrued time. The District
13 shall not solicit employees to accept compensatory time in lieu of other compensation.
14 Compensatory time in lieu of overtime pay as provided in this article shall be accrued at the
15 rate of one and one-half (1½) hours for each hour worked. Compensatory time not used within
16 the fiscal year in which it is earned shall be converted to pay.

17
18 **Section 7.5.**

19 Transportation personnel shall be assigned driving times by the transportation supervisor on the basis
20 of routes and transportation requirements. Drivers shall receive two and one-half (2½) hours per week
21 for the purpose of interior bus cleanup and fueling. Bus drivers shall be paid at the regular hourly rate
22 for all extra time such as breakdown, parent conferences and severe road conditions. Extra trip drivers
23 will be given fifteen (15) additional minutes per trip for the purpose of pre-trip inspection, bus cleanup,
24 route planning, and fueling upon mutual agreement between the driver and supervisor.

25
26 **Section 7.5.1.**

27 Special needs routes may be posted in variable blocks of 4 - 8 hours. Special needs routes are
28 not basic program (Route Type A as defined by OSPI) to and from school routes or extra trips
29 (defined as field trips or sports trips out of the district, except for practice shuttles).

30
31 **Section 7.5.2.**

32 All drivers will be trained on the use of bus washing equipment. They will become familiar
33 with the operator's manual and all related safety features. The time for completing the exterior
34 bus washing task is part of the employee's scheduled workday. It will occur one to two times
35 per month, as per rotating schedule.

36
37 Time spent in phone conversations about job-related issues after hours will be compensated.

38
39 **Section 7.6.**

40 Employees who work a shift/hours other than their own regularly scheduled position, shall receive
41 compensation equal to the regular rate of pay at the appropriate level for their years of service in the
42 District as listed on Schedule A for that position, or their own normal rate of pay, whichever is higher.
43 (The employee must meet the minimum qualifications of the position.) If the shift/hours conflict with
44 their regularly scheduled position, the employee must obtain prior approval of their supervisor.

45
46 **Section 7.6.1.**

47 Regular Washougal School District employees (full-time or part-time as defined under Article
48 I) will have the opportunity to work additional days/hours in addition to their regularly

scheduled work shift when needed, prior to using on-call substitutes, provided it doesn't put the employee into overtime.

Section 7.6.2.

All absences will be recorded in the online absence management system. Employees wishing to sub in this manner shall add their names to the sub list in the online absence management system.

Section 7.7.

Employees who have left the duty area at the end of their shift and are called back for unscheduled duty shall receive a minimum of two (2) hours call time once they arrive on site. If the time exceeds (2 hours) they will be paid for the actual time worked. When called back, overtime begins in accordance with Section 7.4 and sub Section 7.4.1 if the hours exceed 40 hours per work week.

Time spent in phone conversations about job-related issues after hours will be compensated.

Section 7.7.1.

All drivers subject to this agreement shall be paid a minimum of four (4) hours daily or twenty (20) hours per week; with the exception of work that falls between the last day of school and the first day of school. Any work during this period will be paid for actual hours worked plus thirty (30) minutes per day for cleaning and fueling. The four (4) hour minimum paid day or twenty (20) hours per week pertains to regular routes only and not pre-school routes.

Section 7.7.2.

All drivers subject to this agreement shall be paid a minimum of one (1) hour compensation for trips other than routes.

Section 7.7.3.

All drivers subject to this agreement shall be guaranteed bid pay whether or not a student shows up, provided the hours are worked.

Section 7.8.

In the event that the District does not hold school due to inclement weather, plant inoperation, or the like, the District will make reasonable effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of one (1) hour pay. If employees work, they will be paid for the work performed. It is the responsibility of each and every employee to keep the human resource office informed of their current telephone number and address. Documented attempts to reach the employee at this number shall constitute proper notice.

Section 7.8.1.

Should there be a two-hour late start on a Wednesday, there will not be an early release. Students will attend a full day and release time will be the same as it would be for a regular attendance day. Classified staff will report to work two hours late and will work the remainder of the school day as a regular attendance day. Any classified staff affected by this change would not be compensated for lost work time due to the change of no early release for students on a Wednesday.

Regular (year round 260-day) employees will safely report to work as soon as possible as conditions allow. If an employee is not able to report to work on time, they can use vacation,

1 emergency leave, personal leave, or arrange with their supervisor to make up the time lost
2 during the current or the next pay period. Employees should record these hours appropriately
3 on their time sheet and the online absence management system.

4 5 **Section 7.9.**

6 All extra trips shall be assigned by seniority of District bus drivers. The District will post extra trips at
7 least five (5) school days in advance when possible and drivers shall accept or decline a pre-scheduled
8 trip three (3) school days in advance when possible. Drivers with forty (40) hours will not be assigned
9 extra trips that week. If an extra run conflicts with a regular run, the senior driver has the option to
10 choose between the extra run and the regular run, provided the senior driver has satisfied the
11 requirements of the three (3) school days' notice clause, also provided that if there is a last minute
12 cancellation of the extra trip, the driver will receive the greater of two (2) hours of call time, or time
13 and wages for the driver's regular run. In the event a substitute has been assigned to their regular run
14 and the extra trip is canceled, the driver may take the greater of two (2) hours call time or their regular
15 time and wages for their regular run.

16 17 **Section 7.9.1.**

18 Drivers on all trips shall be compensated at their regular straight driving time rate if they
19 remain with the assigned vehicle except where the overtime provisions of Section 7.4 apply. If
20 the driver attends the activity, then standby time shall apply.

21 22 **Section 7.10.**

23 Bidding by seniority for all bus routes shall be accomplished annually, on a date determined by the
24 District, but prior to October 1. Bidding will be scheduled in blocks of predetermined bid times. If a
25 driver misses their bid time, they will be allowed to bid at the end of the block in which they arrive.
26 Absentee bidding may be done by telephone or designated proxy and will be subject to the same
27 requirements. If a proxy is used, that representative shall have full authority to speak on behalf of the
28 driver, who will be bound by the representative's decision.

29 30 **Section 7.11. Transporting of Students.**

31 In the event two (2) District motor pool vehicles or less are used per District sponsored/funded event,
32 any OSPI authorized, non-CDL Motor Pool Driver who is a district employees may drive. This section
33 shall not apply to periodic special events wherein students travel in chartered coaches. School board
34 policies regarding use of privately owned vehicles are to be enforced.

35 36 **Section 7.12. Staff Assistants Substituting for Certificated Staff.**

37 Staff assistants, with emergency teaching certification, may be called in to fill in for a teacher provided
38 the substitute teacher list has been exhausted. In such case, the staff assistant will be compensated per
39 hour at one-seventh (1/7) [based upon a seven (7) hour teacher day] of the emergency substitute
40 teacher rate, or at their regular hourly rate, whichever is higher.

41 42 **Section 7.12.1.**

43 Substitutes will be called on a rotating basis. Substitutes will not exceed forty (40) hours per
44 week, including all hours worked for the District, without prior approval from the
45 superintendent. The principal reserves the right to make the final decision on substitute
46 placement.

1 **Section 7.12.2.**

2 In the case of a classified substitute not fulfilling the expectations of the teacher substituted for,
3 a meeting will be held discussing the needed changes. This will be documented and will
4 include the teacher, an administrator, and the classified substitute. The classified substitute will
5 be given one (1) more opportunity to be effective in that room. If this attempt is also not
6 successful, the teacher then has the right to request that the said classified substitute not be
7 called again for that particular class. This process will not reflect adversely on the classified
8 person's annual evaluation for their regular classified assignment.

9
10 **Section 7.13.**

11 During spring and summer breaks, 260-day and summer crew employees who work forty (40) hours
12 per week may have the option to work four (4) 10-hour days, Monday through Thursday or Tuesday
13 through Friday.

14 Employees will work with their immediate supervisor and co-workers on that campus to determine
15 schedules and ensure safety.

16 The District and the Association will agree on the start and end dates of summer break. The 4/10
17 schedule will be set by the end of the school year.

18 The employee, if eligible, waives their right to overtime compensation for hours worked in excess of
19 eight (8) hours per day but not more than ten (10) hours per day during this time period.

20
21 **Section 7.14. Culinary Staff.**

22 Mandatory training will be included in contract days. Training will be paid, and cover all required
23 skills and knowledge contained in the job description. Training will cover all equipment used in all
24 District kitchens.

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29 **ARTICLE VIII**

30 **VACATIONS AND HOLIDAYS**

31
32
33 **Section 8.1. Vacations.**

34 Employees regularly employed on a twelve (12) month basis shall be eligible for earned vacation with
35 full pay as follows. In the first year of employment, vacation will be prorated from the date of hire to
36 August 31st. In all succeeding years, vacation will accrue on September 1st consistent with the
37 employee's years of experience.

38
39 **Section 8.1.1.**

40 One week [five (5) days] vacation after six (6) full months through one (1) year.

41
42 **Section 8.1.2.**

43 Two weeks [ten (10) days] vacation after one (1) full year continuing through five (5) full
44 years, accrued on the basis of five-sixths (5/6) of a day per month worked.

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Section 8.1.4.

Section 8.1.5.

Section 8.1.6.

Section 8.1.7. Earned Vacation Pay.

Section 8.1.8.

Section 8.2. Holidays.

Section 8.2.1.

1. Labor Day
2. Veterans' Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Day before Christmas
6. Christmas
7. New Year's Eve
8. New Year's Day
9. Martin Luther King Day
10. Presidents' Day
11. Memorial Day
12. Juneteenth (June 19th)

6. Christmas Day
7. Day before New Year's
13. Day before or after Independence Day
14. Independence Day

Section 8.2.2

Employees regularly employed on a less than twelve (12) month basis shall receive the following paid holidays.

1. Labor Day
2. Veterans' Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Day before Christmas
6. Christmas Day
7. New Year's Day
8. Martin Luther King Day
9. Presidents' Day
10. Memorial Day
11. Juneteenth (June 19th)
12. Independence Day

Section 8.2.3.

Should any of the above holidays fall on a Saturday or Sunday, either Friday or Monday would be observed, or the superintendent shall arrange to add paid vacation time.

Section 8.2.4.

If there are more than 260 work days in the school year, 260-day employees may choose one of the following days which will be designated as a non-work day:

Day before Thanksgiving

Day after Christmas

Day before or after the 4th of July

Section 8.3. Holidays During Vacation.

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

ARTICLE IX

SICK LEAVE, EMERGENCY LEAVE, MATERNITY LEAVE, BEREAVEMENT LEAVE, JUDICIAL LEAVE

Section 9.1. Sick and Emergency.

Section 9.1.1.

Each regular, regular part-time and temporary employee shall accumulate one (1) day of sick/emergency leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave and emergency leave per school year.

The employee shall be entitled to the projected number of days sick leave at the beginning of the school year. Sick leave will be prorated for employees on unpaid leave or who resign before August 31st. Sick leave not taken during the regular work year shall be accumulated from year to year. Each employee shall be notified of their sick leave status upon request.

Emergencies are defined as follows:

- 1 A. The problem must be of a serious nature such that pre-planning is not possible, or where
2 pre-planning could not relieve the necessity for the employee's absence (fire, robbery,
3 natural disaster, family illness, family injury, childbirth, etc.); and
4
5 B. When school is in session, weather conditions (which could be considered as hazardous
6 travel to and from school) shall be considered as valid reason for emergency leave. The
7 determination of hazardous weather will be up to the superintendent.
8

9 **Section 9.1.2.**

10 Sick leave and emergency leave provisions for all employees shall be in accordance with state
11 law. Substitute and casual employees may be eligible for sick leave accrual under RCW
12 49.46.210.
13

14 **Section 9.1.3.**

15 Persons claiming sick leave benefit may be required to submit a written statement from a
16 physician at the option of the administration if the absence exceeds three (3) days. Employees
17 may be required to sign a statement verifying the day or days and the date or dates, and the
18 generalized reason for the absence.
19

20 **Section 9.1.4.**

21 The leave and attendance incentive provision for all employees shall be in accordance with
22 state law RCW 28A.400.210.
23

24 **Section 9.1.5.**

25 Employees who have accrued leave benefits and other benefits while employed by another
26 public school district in the State of Washington shall be given credit for such accrued leave
27 benefits and other benefits upon employment by the District in accordance with RCW
28 28A.400.300.
29

30 **Section 9.1.6.**

31 Sick leave may be taken for the illness, injury, or emergency of the employee or employee's
32 family member. For the purposes of this section, 'family member' is defined below:

- 33 • A child, including a biological child, adopted, foster, or step child, or a child to whom the
34 employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of
35 age or dependency status
- 36 • Spouse, significant other, or registered domestic partner
- 37 • Parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal
38 guardian of an employee)
- 39 • Grandchild or grandparent
- 40 • Sibling (including biological, adopted, foster, or step sibling)
- 41 • Any relative residing in the employee's household
- 42 • Any family member of the employee's spouse or registered domestic partner as described
43 above, or in-law of a similar relationship
44

1 **Section 9.2. Parental Leave.**

2 An employee, upon request, may be granted up to three (3) days leave on or about the date of the birth
3 or adoption of their child. Such leave shall be deducted from that accumulated pursuant to
4 Section 9.1.1 above.

5
6 **Section 9.3. State Family Leave.**

7 Each employee shall be entitled to use a choice of accrued sick leave or other paid leave to care for a
8 child of the employee under the age of eighteen (18) with a health condition that requires treatment or
9 supervision, a child of the employee over the age of eighteen (18) who is incapable of self-care, or a
10 spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an
11 emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.265.
12 An employee may not take advance leave until it has been earned. The District shall not discharge,
13 threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who
14 uses this leave.

15
16 **Section 9.4. Federal Family Leave.**

17 In addition to any other leave provided for elsewhere in this agreement, upon the birth of a child, the
18 placement of a child with an employee for adoption or foster care, or for a serious health condition of
19 an employee or an employee's spouse, child or parent, each employee who has been employed at least
20 twelve (12) months and worked at least 1,250 hours during the previous twelve (12) months is entitled
21 to a maximum of twelve (12) weeks unpaid leave; provided, however, that employees may substitute
22 accrued vacation or other personal leave for leaves related to the birth/adoption/foster care of a child,
23 and may use accrued sick leave to care for themselves or sick family members as defined above. The
24 employee must provide the Employer with at least thirty (30) days written notice for foreseeable leaves
25 for birth, adoption and planned medical treatment. During this leave, the Employer will continue to
26 pay the same portion of insurance premiums as when the employee was working and will maintain the
27 employee's coverage under any group health plan. Upon return from such leave, the Employer will
28 place the employee in their previous position, or one with equivalent pay and benefits.

29
30 **Section 9.5. Paid Family and Medical Leave (PFML)**

31 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave
32 under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this
33 leave, employees must have worked a minimum of 820 hours within the past calendar year. Such
34 leave shall be used consecutively with the employee's other leave entitlements unless the employee
35 elects otherwise. The District shall use the state insurance as the carrier for PFML to ensure ongoing
36 compliance with the law.

37
38 **Section 9.6.**

39 The leave sharing program for all employees shall be in accordance with state law RCW 41.04.660.

40
41 **Section 9.7. Bereavement Leave.**

42 Up to four (4) days bereavement leave with full pay shall be granted for each occurrence occasioned by
43 death in the family.

44
45 For the purpose of this item, see 'family member' definitions in section 9.1.6.

46
47 Two (2) days bereavement leave shall be allowed for personal bereavement occasioned by the death of
48 an aunt, uncle, niece, or nephew not covered under 'family member' definitions in section 9.1.6. Two

(2) additional days shall be granted for each occurrence in the employee's family for travel or other extenuating circumstances, to be deducted from the employee's sick leave.

One (1) day bereavement leave with full pay shall be granted for the death of a close friend, colleague, or a family member not specified above. Two (2) additional days may be granted by the superintendent or designee for travel or other extenuating circumstances, to be deducted from the employee's sick leave.

The District superintendent/designee and the Union president will consider all other requests. Unused leave shall not be cumulative from year to year.

Section 9.7.1. Funeral/Memorial Service Leave.

Two (2) days shall be granted to attend the funeral or other memorial service of other close family members or friends. These days are considered emergency days and shall be deducted from the employee's sick leave.

Section 9.8.

In the event an employee has exhausted leave specified in bereavement leave, parental leave, or adoption leave the superintendent may grant at their discretion, leave at full pay for a stated period of time.

Section 9.9. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee or Union is a party in a court action, such employee may request a leave without pay.

Section 9.10. Personal Leave.

Each regular, regular part-time and temporary employee shall earn two (2) days paid personal leave annually subject to passage of the levy for the same years. Personal leave is neither sick leave nor bereavement leave. The District may grant personal leave; provided, that the employee applies to the building supervisor at least two (2) days in advance of the request for leave. This leave shall not apply to the first or last week of school. Each regular, regular part-time and temporary employee must have completed the sixty (60) day probation before they are eligible for personal leave days. Personal leave days will be prorated for those employees hired after January 1 each school year. Employees will be allowed to carry over two (2) personal leave days each year. No more than three (3) days may be taken at any one time. If personal leave is not taken during the current school year, the employee may buy back two (2) days at the substitute rate of pay. The leave days must be redeemed at the end of the school year. All personal leave will be recorded in the online absence management system.

Section 9.11. Uncompensated Leave.

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

1 **Section 9.12. Domestic Violence Leave.**

2 The District will provide leave in accordance with RCW 49.76 which allows victims of domestic
3 violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and
4 obtain health care. Such leave will be with or without pay at the employee's discretion; provided that
5 an employee must have available sick leave, vacation leave or similar paid leave available to receive
6 paid leave. Employees may also take reasonable leave to help a family member obtain needed
7 treatment or services. For this section, see 'family member' definitions in section 9.1.6.

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13 **ARTICLE X**

14
15 **INSURANCE AND MEDICAL EXAMINATIONS**

16
17 **Section 10.1. School Employees Benefits Board (State Health Insurance Plan)**

18 The District will offer to eligible employees all benefits offered by the school employee's benefit
19 board (SEBB) administered by the Washington State Health Care Authority. The District will pay the
20 employer contributions to the HCA for SEBB insurance coverage for all eligible employees and their
21 dependents as mandated by state law and the rules promulgated by the HCA. Any and all benefits
22 available to district employees by SEBB will be offered in accordance with state law and applicable
23 rules.

24
25 **Section 10.2.**

26 Eligible employees who wish to change insurance benefit plans must do so within the sign-up periods.
27 The District will make material available to new eligible employees at the personnel office at the time
28 of hire, at which time they will be entitled to enroll in benefit plans.

29
30 **Section 10.3.**

31 The District shall provide liability coverage for all employees subject to this agreement per state
32 statute.

33
34 **Section 10.4. Medical Examinations.**

35 When health examination is required or drug and alcohol screening is required by the District or state
36 for the employee, cost of same shall be paid by the District (see District Policy #5259 and Procedure
37 #5259P), unless such service is available at no charge through the Southwest Washington Health
38 District. The District may suggest an M.D.

39
40 **Section 10.5.**

41 The District shall provide for participation in the Washington State Public Employees' Retirement
42 System as required by state law and regulations and in accordance with federal law.

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ARTICLE XI

EMPLOYMENT NOTIFICATION

Section 11.1. Assignments for New School Year.

Classified employees will begin the following student school year with the same assignment, including work hours they had the prior student school year unless otherwise notified. For continuing positions, a notice of intent to reemploy will be given to classified employees two (2) weeks prior to the end of the current school year.

If the District and PSE determine the need for a para bid day at the end of the school year, the District will hold the bid day the first week in June. If 10 or more para positions are open or revised, bid day will take place. Paras will have the opportunity to review the open or revised positions two (2) workdays prior to bid day. Job descriptions, along with the related job postings, will be made available to paras to inform them of trainings and/or certificates required for that position. If less than 10 of the current para positions are open or revised, those positions will be posted per Section 16.2 and bid day will not occur.

It is recognized that some positions may require specialized training. Paras bidding on those positions must commit to completing the mandatory training provided by the District and submit their certificate of completion to Human Resources prior to the start of the school year.

Section 11.2.

During the work months it is mutually agreed that the employee will give the District written notice of intent to terminate employment at least two (2) weeks in advance of leaving date, and that the school district will, except in cases of misconduct, give the employee two (2) weeks written notice of intent to terminate their employment.

ARTICLE XII

DISCIPLINE

Section 12.1.

The District shall have the right to discipline or discharge an employee for justifiable/reasonable cause. The issue of justifiable/reasonable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public. The District shall issue all discipline in a timely manner, as soon as practicable after the occurrence(s) which lead to said discipline.

Section 12.1.1.

The Employer recognizes the principle of progressive discipline and agrees to follow such principle in the following manner, per infraction of a like nature.

First step:	Verbal Reprimand
Second step:	Written Reprimand
Third step:	Suspension
Fourth step:	Discharge

Steps in this model may be skipped in cases of severe misconduct.

In the above procedure, the employee shall be afforded an opportunity to review all evidence and answer alleged charges before discipline is administered. A rebuttal letter may be placed in the employee's personnel file by the employee.

Depending upon the severity of the offense, discipline may begin at any step; except, the employer shall not discharge or suspend regular or regular part-time employees without just cause.

Section 12.2. Weingarten Rights Defined.

Weingarten Rights requires that an employee is given the opportunity to have Union representation at any employer's meeting 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.

This opportunity includes the following principles:

1. The employee must request Union representation.
2. Rescheduling a meeting to permit a Union representative to be present may be appropriate, but the unavailability of a Union representative may not unreasonably delay the investigation.
3. The right applies to situations where the employee reasonably believes the investigation will result in disciplinary action. This right does not pertain to "day to day workplace conversations" including but not limited to giving instructions, training or needed correction of work techniques.
4. The Union representative's role is to assist the employee, not to disrupt or obstruct the interview. The representative's role may include clarifying facts or suggesting other employees with relevant knowledge.
5. If an employee requests Union representation, the employer may decide to continue the investigation without interviewing the employee. The employer is not required to justify this decision.

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

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ARTICLE XIII

LEAVE OF ABSENCE

Section 13.1.

Upon recommendation of the superintendent, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. An employee on a year's leave of absence must notify Human Resources by May 15 if they intend to return to work. If Human Resources is not notified, the District will deem their position open.

Section 13.2.

The returning employee will be assigned to the position occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this agreement. It shall be the responsibility of the employer to inform leave replacement employees of these provisions. For leaves of absence of more than thirty (30) days, the position will be posted as temporary. If a temporary position is filled by a regular or regular part-time employee, their vacated position will be posted as a temporary position but may not be filled by a current employee. For leaves of thirty (30) days or less, the position will not be posted and will be filled by a substitute.

Section 13.3.

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for job related injury, seniority shall accrue.

ARTICLE XIV

SAFETY

Section 14.1.

It is mutually recognized that safety within the confines of the school district operation is paramount, and that the school district may provide first aid and/or fire prevention courses to all classified employees within the school district. The school district may require first aid courses of all employees who work with or are around children, including but not limited to, bus drivers, food service, staff assistants, and custodians. It is agreed that all employees shall be vigilant in seeking out unsafe or hazardous objects or conditions and will report them immediately to the appropriate personnel for correction. If a safety class is required, the employee would not pay to take the class, but it would not necessarily be given during work hours, unless it was arranged to not interfere with a day's work.

1 **Section 14.2. Medical Procedures.**

2 Employees may be directed to perform medical procedures (e.g., administration of medication) to
3 students only under the following conditions. In requiring these procedures, the District will comply
4 with RCW 28A.210.260 through 290.

- 5
- 6 1. The employee has received comprehensive training from the District.
 - 7
 - 8 2. The District shall provide insurance to bargaining unit members as authorized by
9 RCW 28A.320.060.
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15 **ARTICLE XV**

16 **INSERVICE OR VOCATIONAL TRAINING**

17 **Section 15.1.**

18
19 Employees required by the District or the state to attend training courses as a condition of employment
20 shall be compensated at the employee's base hourly rate for all time in attendance, plus expenses. An
21 employee may request tuition or fees reimbursement for completion of a course or workshop approved
22 by the superintendent.
23

24 **Section 15.1.1.**

25 The District will provide paid inservice annually for all non-bus driver bargaining unit
26 employees, except those currently in the apprenticeship program, who work four (4) or more
27 hours per day, three (3) or more days per week. The Union and the District will collaborate to
28 select three (3) subjects and choose one (1) or more for presentation at inservice.
29 Transportation employees will continue to receive the state-mandated driver inservice.
30
31

32 **Section 15.2.**

33 Staff development funds will be made available to classified employees. In addition to funds budgeted
34 for staff development at the building/department level, a minimum of \$7,500.00 per year shall be made
35 available to classified employees for staff development during each year of this agreement. When the
36 request is approved or denied (and the reason why it was denied), the District will notify the employee
37 within one (1) week. Any unused funds shall carry-over into the following year; provided, however,
38 that any funds remaining at the end of this contract shall not carry over into the subsequent school
39 year.
40

41 **Section 15.3. Paraeducator Training Certificate.**

42 All paraeducators defined as classified school employees who work under the supervision of a
43 certificated or a licensed staff member to support and assist in providing instructional and other
44 services to students and their families must meet the following minimum requirements:
45

- 46 1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; and
- 47 2. (a) Have received a passing grade on the education testing service (ETS) paraeducator
48 assessment; or

- (b) Hold an associate of arts degree; or
- (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher educator; or
- (d) Have completed a registered apprenticeship program.

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

Professional development hours which include clock hours and the state approved apprenticeship program, will count towards continuing education credit hours.

ARTICLE XVI

PROBATIONARY, SENIORITY AND LAYOFF PROCEDURES

Section 16.1. Probationary Period.

Each new regular or regular part-time employee shall remain in a probationary status for a period of sixty (60) workdays following their hiring date. During this probationary period the District may discharge such employee. At the end of the probationary period, the employee will be subject to all the rights and duties contained in this agreement.

Section 16.1.1.

If for any reason a new regular or regular part-time employee is unable to complete the 60-day probation period pursuant to Section 16.1 before the school year ends, the superintendent may waive the remainder of the probation period with the employee's supervisor's input.

Section 16.1.2.

Regular, regular part-time and temporary employees who transfer from one job title to another shall, during the first ten (10) workdays, have the option of returning to their previous job position. During those same ten (10) workdays, the District shall have the option of reassigning the employee to their previous job position.

Section 16.1.2.1.

Regular bus drivers who change routes are excluded from the reassignment options in Section 16.1.2 unless the route is a special education route.

Section 16.2. Posting of New and Open Positions.

The District shall publicize within the bargaining unit for five (5) workdays the availability of new and open positions as soon as possible after the District is apprised of the opening, prior to posting publicly. A copy of the job posting list shall be forwarded to the president of the Union, president's

designee, and each district building. A copy of the job posting shall be posted on the district website [after the position has been made available to in-district employees for five (5) workdays] and the district office. Open positions that are urgent in nature will be reviewed on a case-by-case basis. The District will notify the Union of these occurrences. During winter, spring, and summer breaks, the job posting list shall be emailed to the Union president, president's designee, and posted on the district website. A copy of the job posting shall be posted on the district website and posted at the district office. All postings shall clearly indicate if more than one opening will be filled from an individual posting. If the posting does not clearly indicate the availability of more than one opening, no more than one opening shall be filled. In-District applicants will receive a status update regarding their application(s) no later than ten (10) workdays after the closing date of the position(s) for which they applied.

Transfer requests during the first year of employment are subject to the approval of the District. If an employee is awarded a transfer, any further transfers during the same school year are subject to the approval of the District.

Positions may be posted with variable hours if the nature of the position is subject to frequent change, e.g., para overload.

All positions accruing seniority must be posted.

Section 16.2.1.

The District will develop standardized tests that will be administered to all applicants. The tests will be shared with PSE. The tests will be tailored to that specific position. The current tests are for: Secretary, Library Assistant, Maintenance, and Culinary. The District may add to this list during the term of the agreement upon notification of the Union.

Section 16.2.2.

Increases or reductions of more than thirty (30) minutes per day shall be considered new positions and shall be posted in accordance with Section 16.2 within five (5) workdays. Increases or reductions of less than thirty (30) minutes per day may occur once per year per position, after which the position will be posted.

Section 16.2.3.

Temporary positions will be posted as required by the collective bargaining agreement. Casual positions will not be posted. Permanent and temporary positions will be made available to bargaining unit employees. Casual positions will not accrue seniority.

Section 16.3. Seniority.

The seniority of an employee within the bargaining unit shall be established as the hire date unless such seniority shall be lost as hereinafter provided.

Section 16.3.1. Hire Date.

Hire date is defined as the employee's earliest date of continuous regular daily employment as determined by the Human Resources department. If more than one employee is hired by the school board on the same date, the employee's I-9 date will be used. In the event that more than one employee has the same I-9 date, seniority will be determined by a lottery drawing.

1 **Section 16.3.2. Reclassification.**

2 When the District reclassifies or consolidates positions on Schedule A, employees shall not be
3 assigned a new hire date, but will maintain their original hire date in the job title so affected.
4

5 **Section 16.3.3.**

6 Regular or regular part-time employees bidding and receiving a temporary position shall
7 continue to accrue District-wide seniority along with seniority in the temporary position
8 category.
9

10 **Section 16.3.4.**

11 When a substitute takes a temporary position with the District, they shall accrue District-wide
12 seniority along with job title and general classification seniority. At the end of the temporary
13 position, if the substitute receives a regular or regular part-time position within six (6) calendar
14 months, they will retain their original hire date and the seniority they accrued while in the
15 temporary position.
16

17 The accrued seniority for substitutes cannot be accessed until a position with the Washougal
18 School District has been awarded.
19

20 **Section 16.4. The following application of seniority will be used.**

- 21
- 22 1. Seniority in Job Title
 - 23 2. Seniority in General Classification
 - 24 3. District-Wide Seniority
- 25

26 **Section 16.5.**

27 The employee with the earliest hire date, pursuant to Section 16.4, shall have preferential rights
28 regarding promotions, shift selection, bidding on new or open positions, and layoffs when ability,
29 performance and qualifications are substantially equal with those individuals junior to them. If the
30 District determines that seniority rights should not govern because a junior employee possesses ability,
31 performance and qualifications substantially greater than a senior employee or senior employees, the
32 District shall, within five (5) workdays after the position has been awarded, set forth in writing to the
33 employee or employees and the organization's grievance committee chairperson notification that the
34 senior employee or employees have been bypassed. Upon request, the District will also provide the
35 bypassed employee's test scores and interview scores.
36

37 **Section 16.5.1.**

38 A bypassed employee has the right to meet with the human resources director and the
39 supervisor in charge of the selection to discuss the reasons for the decision. Any request to
40 meet not brought to the human resources director within ten (10) workdays of receipt of the
41 bypassed employee's test scores and interview scores shall be invalid and subject to no further
42 processing. After meeting with the human resources director, should the employee wish to
43 pursue a grievance, the bypassed employee shall adhere to the grievance steps as outlined under
44 Article XX.
45

1 **Section 16.6. Reduction in Work Hours and Layoff (Bumping).**

2 Positions that are reduced by more than thirty (30) minutes are new positions and shall be posted
3 pursuant to Section 16.2. Bumping and recall from layoff status will not be allowed until the bidding
4 process has been completed.

5
6 **Section 16.6.1. Bumping.**

7 When an employee's position has been reduced by more than thirty (30) minutes, that
8 employee may bump into a position held by a junior employee in order to retain work hours.
9 The bumped employee may then use their seniority to bump an employee junior to them, and
10 so forth. Employees who bump into a position are excluded from the reassignment options in
11 Section 16.1.3.

12
13 **Section 16.6.2.**

14 Any paraeducators with specialized training will be exempt from "bumping" during the current
15 school year unless the employee needing to "bump" occupies the same position, has held the
16 same position in the past, or received the appropriate specialized training.

17
18 **Section 16.6.3.**

19 In the event there are no work hours available in the job title currently held by the employee
20 and the employee has previous experience and seniority in a different job title, the employee
21 may use that seniority to bump a junior employee in order to maintain their district
22 employment. In the event there are no work hours available in positions where the employee
23 has previous experience and seniority, the employee may use their district-wide seniority to
24 apply for new or open positions within the district. If there are no work hours available for
25 which the employee is qualified, the employee shall be placed on layoff status.

26
27 **Section 16.6.4. Layoff.**

28 In the event an employee is placed on layoff status, the employee shall be placed on a
29 reemployment list maintained by the District according to their job title seniority. Employees
30 on the reemployment list shall be offered reemployment prior to any new or open position in
31 their job title is offered to a substitute or applicant from outside the district. Names of
32 employees on layoff status shall remain on the reemployment list for two (2) years from the
33 date the employee was placed on layoff status.

34
35 **Section 16.6.5.**

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

38
39 **Section 16.6.6.**

40 An employee shall forfeit rights to reemployment as provided in Section 16.6.4 if the employee
41 does not comply with the requirements of Section 16.6.5, or if the employee does not respond
42 to the offer of reemployment within ten (10) days after receipt of a certified letter informing the
43 employee of an open position.

44
45 **Section 16.6.7.**

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

1 the same job title shall retain all seniority rights, including classification and district-wide
2 seniority, and shall be placed on the salary schedule at the pay step at which they last worked.
3 Employees who accept an offer of reemployment in another job title in the same classification
4 shall retain their classification and district-wide seniority. Should an employee accept an offer
5 of reemployment in another classification, the employee shall retain their district-wide seniority
6 rights.

7
8 **Section 16.6.8.**

9 The Employer will furnish the Public School Employees of Washougal job descriptions for all
10 positions and employee handbooks for all employees. Current job-specific handbooks are for
11 Paraeducators, Custodial, and Culinary staff. The District may add to this during the term of the
12 agreement upon notification of the Union. All handbooks will be provided to employees at the
13 beginning of each school year. The development of job descriptions and employee handbooks
14 will be done by a joint committee composed of members of Public School Employees of
15 Washougal and District administration. The District's policy Staff Handbook shall be exempt
16 from this requirement.

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21
22 **ARTICLE XVII**

23
24 **MAINTENANCE OF MEMBERSHIP**

25
26 **Section 17.1.**

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

30
31 **Section 17.2.**

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

36
37 The PSE State Office will be the custodian of the records related to dues authorizations and they agree
38 that, as the custodian of the records, they have the responsibility to ensure the accuracy and safe-
39 keeping of those records.

40
41 **Section 17.3.**

42 The District will notify the Union of all new hires within ten (10) workdays of the hire date and
43 provide the Union with a copy of each School Board personnel report.

44
45 **Section 17.4. New Employee Orientations.**

46 The District will notify the Union of all new hires within ten (10) workdays of the hire date.
47 Within 90 days of employment of a new hire, the Union shall have the opportunity to present
48 information about PSE to the new employees. This meeting shall be voluntary on the part of the new

employee, may last up to (30) thirty minutes and will occur during the District's new employee orientation, or at another time mutually agreed between the District and Union. This access will be provided during the new employee's regular work hours at the employee's work site or at a location mutually agreed to by the District and the Union.

Section 17.5. Member lists.

The District will provide PSE a monthly bargaining unit list transmitted electronically, containing every bargaining unit employee's: name; classification; job title; work location; phone number; address; and contracted workdays.

Section 17.6.

All people hired as substitutes by the District for more than thirty (30) workdays during the school year will have the option to join the Union.

Section 17.7. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. Section 17.8 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE/SEIU Local 1948 State Office about the right to revoke the request.

Section 17.8. Hold Harmless.

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

ARTICLE XVIII

PAYROLL DEDUCTION OF DUES

Section 18.1.

Upon written authorization of any public employee within the bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of dues, certified by the secretary of the PSE/SEIU Local 1948 (PSE), and shall transmit the same to the treasurer of PSE. The District shall deduct local dues as established by the local PSE chapter and remit the same to the treasurer of the local PSE chapter.

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ARTICLE XIX

MEMBERSHIP VISIT ON THE JOB

Section 19.1.

Visitation rights shall be granted to designated representatives of the PSE/SEIU Local 1948 to visit with the employees in the appropriate bargaining units. Visiting delegate shall notify the District office of their planned and actual arrival. Visits will not interrupt employees on their job.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 20.1.

Grievances or complaints arising between the District and its employees within the bargaining units defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this agreement, shall be subject to the following grievance procedure. The Union may file grievance(s) in behalf of individuals or the Union.

Section 20.2. Grievance Steps.

Section 20.2.1. Informal Resolution of Grievance (Step 1).

The employee shall first discuss the grievance with their immediate supervisor. If the employee wishes, they may be accompanied by an Union representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) workdays of the occurrence of the grievance shall be invalid and subject to no further processing. For seniority bypass grievances, see Section 16.5.1 before proceeding with this step.

Section 20.2.2. Initiating a Formal Grievance (Step 2).

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

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

The employee shall, within ten (10) workdays, submit the written statement of grievance to their immediate supervisor for reconsideration and shall submit a copy to the superintendent. The parties will have five (5) workdays from submission of the written statement of the grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

1 **Section 20.2.3. Appealing to the Superintendent (Step 3).**

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

8
9 **Section 20.2.4. Arbitration of the Grievance (Step 4).**

10 If no settlement has been reached within the ten (10) workdays referred to in the preceding
11 subsection, and the Union believes the grievance to be valid, the employee may demand
12 arbitration of the grievance. The grievance may be submitted by the Union to final and binding
13 arbitration. Such arbitration shall be conducted by an arbitrator under the rules and
14 administration of the American Arbitration Association. The parties to this agreement shall
15 then be bound by the rules and procedures of the American Arbitration Association. During the
16 arbitration under this provision, neither the District nor the grievant will be permitted to assert
17 any evidence that was not submitted to the other party prior to the completion of the Step 3
18 meetings. Both parties shall bear equally the cost of arbitration; except, that each party shall be
19 responsible for their respective legal fees. The arbitrator shall not have the power to alter,
20 modify, amend, add to or subtract any of the terms of this agreement or substitute their
21 judgment for that of the parties.

22
23 **Section 20.3. Grievance Claims.**

24 Grievance claims involving retroactive compensation will be processed in accordance with
25 Washington State law. (See RCW 49.48.083 section 2). In arriving at any disposition or settlement,
26 neither party shall have the authority to alter this agreement unilaterally. The Employer shall not
27 discriminate against any individual employee or the organization for taking action under this article.

28
29
30
31
32 **ARTICLE XXI**

33 **APPRENTICES**

34
35
36 **Section 21.1.**

37 Employees are encouraged to enroll as apprentices. All employees enrolled as apprentices by the
38 Southwest Washington Joint Apprenticeship and Training Council (SWWJATC) shall be subject to all
39 terms of this agreement; Exception: SWWJATC shall have jurisdiction to ensure that apprentices
40 successfully complete all requirements of the program as approved and registered with the Washington
41 State Apprenticeship Council.

42
43 **Section 21.2.**

44 In the event an apprentice is deemed unsuccessful in any or all parts of the approved standards, such
45 apprentice waives contractual recourse through the grievance procedure, Article XX.

Section 21.3.

Upon successful completion of apprenticeship standards as administered by SWWJATC, the journey person shall receive the appropriate journey rate of pay. At least one journey position shall be available annually per covered job classification during the term of the agreement.

Section 21.4.

Employees entering the program after August 1, 1992, will receive reimbursement for tuition (from the college designated by the SWWJATC) upon completion of their apprenticeship program. Texts (required for course work) will be reimbursed (with a copy of receipt) when the class has been completed. When an apprentice is reimbursed for a text book it becomes the property of the District and shall be turned into the District office.

Section 21.5.

The journey rate of pay for secretaries and Paraeducator apprentices who entered the Apprenticeship Program prior to August 1989 that have completed all course work (320/300 hours) and work related hours (2,000) will be one dollar (\$1.00) per hour above the current permanent rate of pay designated on Schedule A.

The journey rate of pay for apprentices who entered the Apprenticeship Program after August 1989 that have completed all course work (320/300 hours) and work related hours (2,000) will be thirty-five cents (35¢) per hour above the current permanent rate of pay designated on Schedule A.

ARTICLE XXII

SALARIES AND EMPLOYEE COMPENSATION

Section 22.1.

Employees shall be compensated in accordance with the provisions of this agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck. Paydays will be the last business day of the month according to the county treasurer. Employees currently receiving checks will be legacied in during the term of this contract. All other employees after the effective date of this contract will use direct deposit.

Section 22.2.

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

Section 22.2.1.

Salaries contained in Schedule A shall be for the entire term of this agreement, subject to the terms and conditions of Article XXIV, Section 24.2. Should the date of execution of this agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

1 **Section 22.2.2.**

2 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
3 of this agreement if possible, and in any case not later than the second regular payday. In the
4 case of retroactive pay resulting from negotiations pursuant to Article XXIV, Section 24.2,
5 such retroactive pay shall be paid on the first regular payday following agreement on such
6 schedule, if possible, and in any case not later than the second regular payday.
7

8 **Section 22.2.3. Prorated Salary.**

9 All employees (except substitutes, apprentices, and temporaries) who work a minimum three
10 (3) hours per day shall have their income averaged and paid in twelve (12) monthly
11 installments. The District shall pay the employee and the employee shall accept compensation
12 for their services in an annual salary (hours per year multiplied by hourly rate), prorated for the
13 term of the agreement. Should an employee not work the total number of hours during a pay
14 period (1st to last day of the month previous to the pay date) the unworked portion shall be
15 deducted from the employee's paycheck during that pay period.
16

17 **Section 22.3.**

18 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (¼)
19 hour for all classifications.
20

21 **Section 22.4.**

22 Any employee required to travel from one site to another in a private vehicle during work hours shall
23 be reimbursed for such travel on a per-mile basis at the rate which is equal to the IRS established rate.
24

25 **Section 22.5.**

26 Employees required to remain overnight on District business shall be reimbursed for room and board
27 expenditures.
28

29 **Section 22.6.**

30 Regular employees, including regular part-time custodians and excluding drivers, working hours
31 outside of the daytime (6:00 a.m. to 6:00 p.m.) work period shall receive a wage differential of fifty
32 cents (50¢) per hour above their regular wage for all hours worked outside the daytime period.
33

34 **Section 22.7.**

35 Upon successful completion of the ASE certification for master school bus technician, mechanics shall
36 receive an additional fifty cents (50¢) per hour.
37

38 **Section 22.8. Clothing Allowance.**

39 Grounds/maintenance employees shall be provided a work boot stipend of one hundred eighty dollars
40 (\$180.00) as a one-time payment every year. Culinary employees shall be reimbursed for dark color
41 non-slip work shoes up to one hundred twenty-five dollars (\$125) every year.
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ARTICLE XXIII

SEPARABILITY

Section 23.1.

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

Section 23.2.

Neither party shall be compelled to comply to any provision of this agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 23.3.

In the event either of the foregoing sections is determined to apply to any provision of this agreement, such provision shall be renegotiated pursuant to Section 24.2.

ARTICLE XXIV

TERM

Section 24.1.

The term of this agreement shall be September 1, 2022 to August 31, 2025.

Section 24.2.

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

- Effective September 1, 2022, Schedule A wages will increase a total of 5.5%
- The parties will meet annually to negotiate wage increases for the 2023/2024 and 2024/2025 school years.

The parties agree to make the following adjustments to Schedule A:

- Change job title 'Cook/Cashier' to 'Cook/Cashier/Assistant'.
- Remove 'Kitchen Assistant' from Schedule A. Current Kitchen Assistants' job titles will be changed to 'Cook/Cashier/Assistant'.
- Change job title 'Tech Support Assistant Lead' to 'Tech Support Lead'.
- Change job title 'Tech Support Assistant' to 'Tech Support'.


- Year 1 of this agreement (2022-2023 school year): Adjust Schedule A to 6-step schedule ending at step 25+ years. Preserve approximately the original range from first step to last. (See Schedule A 22-23)
- Year 3 of this agreement (2024-2025 school year): Adjust Schedule A to 5-step schedule ending at step 20+ years. Preserve approximately the original range from first step to last.

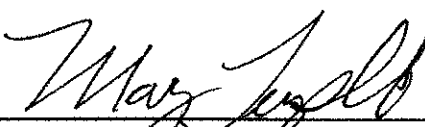
SIGNATURE PAGE

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

WASHOUGAL CHAPTER

WASHOUGAL SCHOOL DISTRICT #112-6

BY: 
Sandra Goza, Chapter President

BY: 
Dr. Mary Templeton, Superintendent

DATE: 10/21/22

DATE: 10.11.22

Schedule A
Washougal School District #112-6
September 1, 2022 – August 31, 2023

2022-23 PSE Salary Schedule		Substitute	1 day-1 yr	2-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21-24 yrs	25+ yrs
CLASSIFICATION	POSITION								
Staff Assistants	Library Assistant I	21.35	22.40	23.29	23.76	24.23	24.72	25.21	25.72
Staff Assistants	Library Media Instructor	22.42	23.52	24.46	24.95	25.44	25.95	26.47	27.00
Staff Assistants	Playground Assistant	16.44	18.54	19.28	19.66	20.06	20.46	20.87	21.28
Staff Assistants	Paraeducator HQ +	19.11	21.64	22.50	22.95	23.41	23.88	24.36	24.85
Staff Assistants	Health Room Assistant	20.98	23.80	24.75	25.25	25.75	26.27	26.79	27.33
Transportation	Lead Mechanic	34.21	38.39	39.93	40.73	41.54	42.37	43.22	44.08
Transportation	Mechanic	30.88	34.66	36.04	36.76	37.50	38.25	39.01	39.79
Transportation	Mechanic Assistant	22.35	24.55	25.53	26.04	26.56	27.09	27.64	28.19
Transportation	Driver	22.84	25.60	26.63	27.16	27.70	28.26	28.82	29.40
Transportation	Driver Trainee	15.83	16.63						
Transportation	Driver Trainer	26.35	29.11	30.27	30.88	31.49	32.12	32.77	33.42
Transportation	Dispatcher/Router	26.35	29.11	30.27	30.88	31.49	32.12	32.77	33.42
Transportation	Laundry	20.39	23.14	24.06	24.54	25.03	25.53	26.05	26.57
Specialized Technician	Lead Campus Security	27.70	28.99	30.15	30.75	31.37	32.00	32.64	33.29
Specialized Technician	Campus Security	25.36	26.65	27.72	28.27	28.83	29.41	30.00	30.60
Specialized Technician	Educational Technician	24.39	25.70	26.73	27.26	27.81	28.36	28.93	29.51
Specialized Technician	Highly Capable Program Coordinator	28.58	30.27	31.48	32.11	32.75	33.41	34.07	34.75
Specialized Technician	Student Support Specialist	19.11	21.64	22.50	22.95	23.41	23.88	24.36	24.85
Specialized Technician	Special Services Pre-School Technician	22.34	24.97	25.97	26.49	27.02	27.56	28.11	28.67
Specialized Technician	Special Services ASL Interpreter	22.34	24.97	25.97	26.49	27.02	27.56	28.11	28.67
Specialized Technician	Adult Transition Program Technician	19.40	20.93	21.77	22.20	22.65	23.10	23.56	24.03
Specialized Technician	Family Community Resource Coordinator	25.04	26.58	27.64	28.19	28.76	29.33	29.92	30.52
Specialized Technician	**with AA Degree	26.67	28.36	29.49	30.08	30.68	31.30	31.92	32.56
Specialized Technician	**with BA/BS Degree	28.58	30.27	31.48	32.11	32.75	33.41	34.07	34.75
Specialized Technician	Technical Support Lead	29.28	30.97	32.21	32.86	33.52	34.19	34.87	35.57
Specialized Technician	Technical Support	25.30	26.85	27.92	28.48	29.05	29.63	30.23	30.83
Specialized Technician	**with AA Degree	26.93	28.63	29.78	30.37	30.98	31.60	32.23	32.88
Specialized Technician	Special Services Administrative Assistant Tech	24.20	25.45	26.46	26.99	27.53	28.08	28.65	29.22
Specialized Technician	High School Registrar Technician	24.20	25.45	26.46	26.99	27.53	28.08	28.65	29.22
Specialized Technician	ASB Technician	25.04	26.58	27.64	28.19	28.76	29.33	29.92	30.52
Specialized Technician	**with AA Degree	26.67	28.36	29.49	30.08	30.68	31.30	31.92	32.56
Specialized Technician	**with BA/BS Degree	28.58	30.27	31.48	32.11	32.75	33.41	34.07	34.75
Specialized Technician	Community Education & Early Learning Technician	26.14	27.48	28.58	29.15	29.74	30.33	30.94	31.56
Specialized Technician	**with AA Degree	27.84	29.27	30.44	31.05	31.67	32.30	32.95	33.61
Specialized Technician	**with BA/BS Degree	29.65	31.17	32.42	33.07	33.73	34.40	35.09	35.79
Specialized Technician	Certified Occupational Therapist Assistant		30.73	31.96	32.60	33.25	33.92	34.60	35.29
Specialized Technician	Physical Therapist Assistant		30.73	31.96	32.60	33.25	33.92	34.60	35.29
Specialized Technician	Speech Language Pathology Assistant		30.73	31.96	32.60	33.25	33.92	34.60	35.29
Food Service	Lead Cook	19.48	22.29	23.18	23.65	24.12	24.60	25.09	25.60
Food Service	Cook/Cashier/Kitchen Assistant	17.84	20.42	21.24	21.67	22.10	22.54	22.99	23.45
Custodians	Day Custodian (+.50 before 6AM)	23.51	26.19	27.23	27.78	28.33	28.90	29.48	30.07
Custodians	Night Custodian (+.50 after 6PM)	22.03	24.67	25.65	26.17	26.69	27.22	27.77	28.32
Maintenance	Lead Maintenance		31.95	33.22	33.89	34.57	35.26	35.96	36.68
Maintenance	Maintenance (Craftsman)	25.47	28.83	29.99	30.59	31.20	31.82	32.46	33.11
Maintenance	Lead Grounds/Maintenance	27.50	30.84	32.07	32.71	33.37	34.03	34.71	35.41
Maintenance	Grounds/Maintenance	25.15	28.49	29.62	30.22	30.82	31.44	32.07	32.71
Maintenance	Athletic Fields Grounds Maintenance	25.15	28.49	29.62	30.22	30.82	31.44	32.07	32.71
Maintenance	Warehouse/Food Delivery	25.71	28.33	29.46	30.05	30.65	31.26	31.89	32.53
Maintenance	Grounds/Maintenance Summer worker (Casual)	22.16							
Secretaries	District Attendance Coordinator	28.58	30.27	31.48	32.11	32.75	33.41	34.07	34.75
Secretaries	Secretary	22.60	25.12	26.12	26.65	27.18	27.72	28.28	28.84
Secretaries	Secretary - Activities, Athletics and Facility Use	25.24	27.76	28.87	29.44	30.03	30.63	31.25	31.87
Early Learning Centers	Extended Learning Coordinator	25.04	26.56	27.63	28.18	28.74	29.32	29.90	30.50
Early Learning Centers	**With AA Degree	26.68	28.36	29.49	30.08	30.68	31.30	31.92	32.56
Early Learning Centers	**With BA/BS Degree	28.59	30.27	31.48	32.11	32.75	33.41	34.07	34.75
Early Learning Centers	Preschool Instructor	24.39	25.70	26.73	27.26	27.81	28.36	28.93	29.51
Early Learning Centers	**With AA Degree	26.02	27.42	28.52	29.09	29.67	30.26	30.87	31.48
Early Learning Centers	**With BA/BS Degree	27.77	29.24	30.41	31.02	31.64	32.28	32.92	33.58

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENTS BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHOUGAL, AN AFFILIATE OF PSE/SEIU LOCAL 1948 AND THE WASHOUGAL SCHOOL DISTRICT #112-6. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIV, SECTION 24.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

- To meet the demands of potential ongoing health needs due to COVID-19, Washougal PSE and the Washougal School District agree there is a need for classified employees to perform the job duties of an Isolation Room Attendant in each building.
- Classified employees who are requested to fill in the Isolation Room will be paid a differential of \$2.00 for the time spent in the isolation room with the exception of the Health Room Assistants.
- Classified employees have the right to refuse to participate in the isolation room with the exception of the Health Room Assistants. The District will work with individuals needing accommodations regarding the preceding sentence.
- No bargaining unit member, other than those employees assigned to those rooms, will be required to supervise students in a health room where students will be sent that have COVID-19 symptoms until a parent arrives to take their child home. Staff that supervise students in isolation rooms or health rooms will be provided, and trained in the use of medical grade PPE as indicated by DOH, L&I and CDC.

This Memorandum of Understanding shall be effective on August 30, 2022 and shall remain in effect until August 31, 2023; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF WASHOUGAL

WASHOUGAL SCHOOL DISTRICT #112-6

BY: Sandra S. Goza
Sandra Goza, Chapter President

BY: Dr. Mary Templeton
Dr. Mary Templeton, Superintendent

DATE: 08/04/2022

DATE: 8/4/22



Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENTS BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHOUGAL, AN AFFILIATE OF PSE/SEIU LOCAL 1948 AND THE WASHOUGAL SCHOOL DISTRICT #112-6. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIV, SECTION 24.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

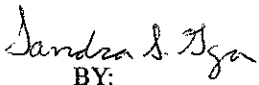
- For the 2022-23 fiscal year, PSE of Washougal and the Washougal School District No. #112-6 agree to participate in the VEBA Trust Post-separation HRA Plan for eligible bargaining unit employees who retire or separate from service with sick leave cash-out rights pursuant to RCW 28A.400.210, VEBA Trust plan rules, and IRS regulations. Eligible employees must sign and submit to the District a hold harmless agreement as required by RCW 28A.400.210.

This Memorandum of Understanding shall become effective September 1, 2022; shall remain in effect until August 31, 2023; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

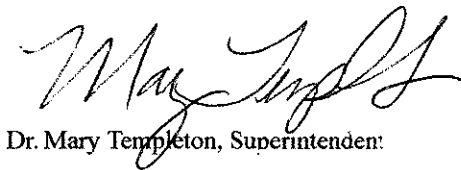
PUBLIC SCHOOL EMPLOYEES
OF WASHOUGAL

WASHOUGAL SCHOOL DISTRICT #112-6


BY:

Sandra Goza, Chapter President

BY:


Dr. Mary Templeton, Superintendent

08/29/2022
DATE:

DATE:

9/6/2022

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, WASHOUGAL CHAPTER AND THE WASHOUGAL SCHOOL DISTRICT #112-6 PURSUANT TO ARTICLE XXIV, SECTION 24.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

COVID-19 vaccine

- COVID-19 vaccine information will be stored in the employee's medical file, separate from their personnel file.
- Employees with a scheduled appointment during the work day to get the COVID vaccine and/or booster shots will be compensated at their normal rate of pay, and will not lose any time from existing leave balances. Employees will work with their supervisor to develop a plan for covering duties.
- Employees who have chosen separation due to the vaccine condition of employment, will receive a non-biased reference not reflecting their failure to vaccinate, but the employee's work history and ethic.

In the event staffing shortages due to COVID-19 cause significant increases to workload for employees:

- Over-time and extra time will be allowed (approved in writing at supervisor discretion), due to an increase in workload. Such time shall not be mandatory.
- Bargain the impact of this change in workload with the Union, should such staffing ratios cause hardship to employees.
- Upon request, supervisors will provide employees with a list of tasks to be completed in priority order due to an increase in workload. In the event of a conflict between the provided list and a verbal directive from an employee's supervisor, the verbal directive shall take precedence.

Health, Safety, and Personal Protective Equipment (PPE)

- The District will implement District-wide health and safety protocols that are designed to comply with applicable guidance of all relevant public health agencies, which will include at least the following: the federal Centers for Disease Control and Prevention ("CDC"); Proclamations by the Governor; DOH; OSPI; the Washington State Department of Labor and Industries ("L&I"); Occupational Safety and Health Administration, and Clark County Health District. Health and safety protocols will be consistent with the District's Learning Plan. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's position. The parties recognize that the District may revise such rules as guidance from federal, state, and local authorities' changes and may need to bargain the impacts of future changes.



- The District will provide Personal Protective Equipment ("PPE") to employees according to state health and safety standards. Employee requests for additional PPE (KN95 masks, additional hand sanitizer, etc.) will be made to the employee's supervisor and will not be denied. The District will respond to PPE requests in a timely manner.
- The District will provide training opportunities for all employees on health and safety protocols through safe school training at the beginning of the 2022-23 school year.
- A site-specific COVID-19 staff member shall be designated by the district at each school and other work site to monitor the health of employees and enforce the COVID-19 district/schools safety plan. No bargaining unit member shall fill this role, and all employees shall be notified of the name and contact information of this individual as soon as possible following the selection for this role.
- Employees will be provided an avenue for reporting failure to comply with COVID safety requirements with support of the District without fear of retaliation. The Union will be notified of all complaints involving PSE represented employees.
- School employees who experience or witness insulting, intimidating, bullying, and/or abusive behavior toward a staff member enforcing any PPE or protocols should immediately report the incident to the building principal, building COVID supervisor, or nearest administrator. Per RCW 28A.635.100 and RCW 28A.635.020 these behaviors are a gross misdemeanor and will not be tolerated by the District for any reason. An employee reporting an incident will not be retaliated against.
- Employees who are required to have daily interactions with others in school offices and other similar situations, e.g. cashiering during lunch time, shall have the option of having plastic partitions added to their workspace.
- No employee in a high-risk category as indicated by DOH, L&I and CDC shall be required or expected to conduct health screenings or work in an environment where students are not able or willing to comply with COVID safety protocols.

COVID Leaves

- Employees who have been diagnosed with or tested positive for COVID-19 or are experiencing otherwise unexplained symptoms of COVID-19, or who are following public health authority quarantine/isolation guidelines, will be on paid COVID District leave not to exceed ten (10) days during the school year for the duration of quarantine, isolation, illness, or presentation of a negative test result. The Employee is eligible for the leave if the District can determine the transmission occurred while at work and it was determined the employee was following COVID-19 District communicated guidelines. Employee will be available for alternative work assignment if assignment is available.
- Employees who have a bona fide need to care for an individual who is subject to quarantine because that individual has been diagnosed with or tested positive for COVID-19, or is experiencing otherwise unexplained symptoms of COVID-19, or is otherwise following public health authority quarantine/isolation guidelines, are strongly encouraged not to come to work at a District work site and may access any or all of the following benefits under the terms of the applicable law, District policy, or collective bargaining agreement (CBA):
 - Accrued or donated leave for illness, injury, or emergency;
 - Personal leave and/or vacation leave (as available under the CBA and District policies);
 - Washington Paid Family Medical Leave (PFML) (eligibility determined by the state);



- Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis and eligibility will be determined by the state.)
- Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- Unpaid leave of absence for the period of the temporary disabling condition;
- Long-term disability benefits (eligibility under SEBB to be determined by the state); and
- Unemployment benefits (eligibility determined by the state)
- In the absence of a COVID-19 related school closure, available remote work assignments will be granted in to following priority order:
 1. Employees who hold the appropriate training, licensing, endorsement, or other qualifications for the assignment;
 2. High risk employees;
 3. Employees with a high risk individual in the employee's household;
 4. Employees with COVID-19/suspected COVID-19;
 5. Employees with children impacted by school closure;
 6. Employees quarantined due to possible exposure to COVID-19; and
 7. Employees caring for someone with COVID-19/suspected COVID-19.
 8. Seniority
- All employees working remotely will be provided all tools and resources necessary to successfully work remotely, such as Chromebooks, iPads, etc. If certain employees do not have access to wi-fi at home, arrangements can be made for the employee to work in the building in an isolated room.
- Employees requested to make calls from home will not be expected to use their own device without being provided with the District's software app. Employees will not be expected to incur any cost associated with work-related phone calls.

High Risk Employees

Employees who are at higher risk of severe illness or death from COVID-19 [as defined by the Governor's proclamation] may choose to come to work at a District work site when required by the employee's assignment or may apply for the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a) Alternative assignment for work/services which may be provided from home, if available (see next section below);
- b) Leave for illness, injury, or emergency;
- c) Personal leave and/or vacation leave after all other types of leaves have been exhausted
- d) Unpaid leave of absence; and
- e) Unemployment benefits.

Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 [as defined by the Governor's proclamation] may apply for a-d above. An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions, may also apply for a-d above.

An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face



mask, may apply for a-d above, in addition to other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD). The District may require appropriate documentation from the employee's health care provider.

In the event of a school closure(s) related to COVID-19:

The District will grant available remote work assignments for which the employee is qualified, prepared, and able, in seniority order. Employees will be trained in all online programs prior to being assigned the task.

Only in the event of a temporary school closure due to COVID-19, an employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities.

- Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
- Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
- Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
- Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
- The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce.

This MOU may be reopened upon request of the Union to negotiate impacts of changes in guidance, legislation and/or Governor Proclamation(s).

This Letter of Agreement will be effective upon signature and shall remain in effect through the August 31, 2023 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
WASHOUGAL CHAPTER

WASHOUGAL SCHOOL DISTRICT #112-6

BY: *Samuel S. Siga*

BY: *May [Signature]*

DATE: 08/04/2022

DATE: 8/4/22