COLLECTIVE BARGAINING AGREEMENT BETWEEN

Washougal School District #112-6

AND

Public School Employees of Washington

Washougal Chapter

SEPTEMBER 1, 2012 - AUGUST 31, 2015
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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto 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 association, 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 association 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 maintenance, and supervisor of transportation.

Section 1.2.
The local Public School Employees Association 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.

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 work days per year.

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 work days 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 (3) hours or more to be eligible for District medical insurance.

Section 1.4.1.2.
If the temporary position continues through the end of the school year, District medical insurance will be continued through the month of September only, if the position generates benefit funding. After that point, the "COBRA" law goes into effect. If the position ends other than the end of the school year, the District medical insurance will only be in effect for a period of thirty (30) days, depending on the ending date of the position, when the "COBRA" law will go into effect.

Section 1.4.2.
A casual position is one created by the District for a period of less than thirty (30) consecutive work days. Employees holding casual positions shall not accrue seniority.

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. Seniority preference rights of such individuals shall be effective only with respect to other substitute employees. Substitute employees shall be eligible to participate in Washington State Public Employees Retirement System to the extent required by state law.

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

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

Article XII, Sections 12.1 and 12.1.1; Discipline

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

**Article XVI, Section 16.2.2;** Probation, Seniority and Layoff Procedures

**Article XVII;** Maintenance of Membership

**Article XVIII;** Payroll Deduction of Dues

**Article XX;** Grievance Procedure (through Section 20.2.3, Step 3)

**Article XXII;** Salaries and Employee Compensation

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**Section 1.4.5.**
Educational/training workers/volunteers shall not displace bargaining unit employees. In the event of levy loss, volunteers may be used for essential services.

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**Section 1.5.**
Functions which employees may be required to perform shall be listed in a position description attached to this agreement and by this reference incorporated herein. 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.

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**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 matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this agreement.
ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. It is agreed that all employees subject to this agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join the Association. The freedom of such employees shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the board of directors of the District or any other governmental body, group, or individual. The District shall refrain from interfering, restraining, coercing or discriminating for the purpose of encouraging or discouraging membership in any employee organization.

Section 3.2. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District, so long as this does not interfere with his/her duties within the District.

Section 3.3. Employees subject to this agreement have the right to have Association representatives present or represent them at conferences between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4. Neither the District, nor the Association, shall illegally discriminate against any employee subject to this agreement on the basis of gender, national origin, religion, age, marital status, or because of a disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the disabled person or others.

Section 3.5. Each employee's job performance shall be evaluated not less than twice annually by qualified and trained supervisory personnel. The District will evaluate only those substitutes who work in excess of seven hundred (700) hours per year. Employees subject to this agreement shall not perform evaluations.

Section 3.6. The District may maintain a personnel file on each employee. Such file shall contain such items as original employment application and resume, educational records, references, information required as a condition of employment, payroll authorizations, status sheets, and other information pertinent to the employee. Supervisors may keep a working file with copies of information required as a condition of employment or pertinent to the employee's seniority. In addition, the supervisor may keep, in a working file, information that may be used in the employee evaluation. Any material in the working file will not be used in evaluations or for seniority bypass unless it has been shared with the employee. Letter(s) of reprimand will be referred to in the annual evaluation. No other files shall be kept in the District.
Upon request, an employee shall have the right to inspect all contents of either personnel file provided an appointment is conveniently scheduled with the personnel office. If the employee desires, he/she may fill out an inventory sheet listing all documents in his/her file. Upon request, a single copy of any document(s) shall be provided to the employee.

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

The Association and District agree that the District should have final determination on when material is removed from the personnel file. An employee may request removal of material from his/her file, but the District shall make the final determination.

Disagreement by an employee with any material in the employee's file, except the evaluation, may be a matter to be pursued by the grievance procedure. Any material not shown to an employee by the District within ten (10) of the employee's work days, shall not be allowed in any disciplinary action against the employee. Information related to grievances may be maintained separately from the employee's personnel file.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.
The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. This section is not intended to expand upon the District's duty to bargain as required by law.

Section 4.1.1.
The parties will meet and confer on the school calendar.

Section 4.2.
The Association 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 Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3.
Representatives of the Association, 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 Association representatives will in any way hamper or obstruct the employees working duties.
The District shall provide a bulletin board space in each school for the use of the Association. The
bulletins posted by the Association are the responsibility of the officials of the Association. Each
bulletin shall be signed by the Association 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
Association 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 Association will designate a conference committee of three (3) members who will meet with the
superintendent of the District and the superintendent's representatives on a mutually agreeable 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 Association, and meet with the
Association 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.

Section 5.3. This section is not intended to expand upon the District's duty to bargain as required by law.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Association representatives, when leaving their work to attend meetings set by the District, shall first
obtain permission from their immediate supervisor. The supervisor's permission in these instances will
normally be granted. The employees will report their return to work to their supervisors.
Section 6.2.
Time during work hours will be allowed Association representatives for attendance at meetings with
the District. Reasonable time will also be allowed for representatives to discuss with the employees
grievances, appropriate matters directly related to work situations in their area or craft, and negotiation
sessions if scheduled during work hours.

Section 6.3.
Employees who work swing or graveyard shift, with their supervisor's approval, may be allowed to
attend PSE meetings for a maximum of ninety (90) minutes per meeting; provided, their building is
secured and locked before leaving; and, provided further, that they shall complete their regular duties.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.
The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday,
except in unusual cases where demands may require Saturday and Sunday work.

Section 7.2.
Each employee shall be assigned to a definite and regular shift, place of work, workweek, with a
designated time of beginning and ending which will be determined for the school year after the first
two (2) weeks of each school year which shall not be changed without prior notice to the employee of
two (2) calendar weeks, unless mutually agreed upon by the employee and the supervisor or in cases of
emergency. Such notice and agreements shall be in writing.

Section 7.3.
Each shift for most nine (9), ten (10), and twelve (12) month employees shall consist of seven (7) to
eight (8) hours compensated work time, excluding an uninterrupted lunch period, thirty (30) minutes
for Staff Assistants and forty (40) minutes for others except in emergency situations. Rest periods
shall occur as near the middle of each half shift as is practicable, with a fifteen (15) minute first half
and a fifteen (15) minute second half rest period.

1. 4.0 to 5.0 hours per day work shift: One (1) paid rest period.
2. 5.25 to 8.0 hours per day work shift: Two (2) paid rest periods and one (1) lunch period.

Section 7.3.1.
Six (6) to eight (8) hour staff assistants will be allowed five (5) minutes additional time on each
break to compensate for short lunch period.

Section 7.4.
All hours worked in excess of forty (40) hours per workweek shall be compensated at the rate of one
and one-half (1½) times the employee's hourly rate. No employee shall work overtime or
compensatory hours without prior authorization by his/her supervisor. Employees who disregard the
prior authorization rule for overtime may be subject to discipline.
Section 7.4.1.
All forty (40) hour employees required to work more than eight (8) hours a day in a week that contains a holiday will be paid at the rate of one and one-half (1½) times the employee’s hourly rate.

Section 7.4.2. Compensatory Time Off.
An employee may, at his/her option, request compensatory time off in lieu of overtime compensation or payment for hours worked beyond the employee's normal work shift. Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time. The District shall not solicit employees to accept compensatory time in lieu of other compensation. Compensatory time in lieu of overtime pay as provided in this article shall be accrued at the rate of one and one-half (1½) hours for each hour worked.

Section 7.5.
Transportation personnel shall be assigned driving times by the transportation supervisor on the basis of routes and transportation requirements. Drivers shall receive two and one-half (2½) hours per week for the purpose of interior bus cleanup and fueling. Bus drivers shall be paid at the regular hourly rate for all extra time such as breakdown, parent conferences and severe road conditions. Extra trip drivers will be given fifteen (15) additional minutes per trip for the purpose of pre-trip inspection, bus cleanup, route planning, and fueling upon mutual agreement between the driver and supervisor.

Section 7.5.1.
Special needs routes may be posted in variable blocks of ½-3 hours, 3-5 hours, and 5-8 hours. Special needs routes are not basic program (Route Type A as defined by OSPI) to and from school routes or extra trips (defined as field trips or sports trips out of the district, except for practice shuttles).

Section 7.6.
Employees who work a shift/hours within their current job title/classification other than their own regularly scheduled position, shall receive compensation equal to that normally received by the employee in that position, or their own normal rate of pay, whichever is higher. The employee must either have previous or current seniority in that job title/classification and must meet the minimum qualifications of the position.

Employees formally requested by an administrator/designee to work a shift/hours outside their current classification, shall receive compensation equal to that normally received by the employee in that job title/classification, or their own rate of pay, whichever is higher. The employee must meet the minimum qualifications of the position.

Section 7.6.1.
Regular Washougal School District employees (full-time or part-time as defined under Article 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. Employees who work outside of their classification, according to this subsection, will be paid the substitute rate of pay.
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 plus any time worked. When called back, overtime begins after ten (10) hours cumulatively in any day according to Section 7.4.

Section 7.7.1.
All drivers subject to this agreement shall be paid a minimum of three (3) hours daily; provided, the hours are worked.

Section 7.8.
In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will make every 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 personnel office and the appropriate department head informed of his/her 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.

Section 7.9.
All extra trips shall be assigned by seniority of District bus drivers. The District will post extra trips at least five (5) school days in advance when possible and drivers shall accept or decline a pre-scheduled trip three (3) school days in advance when possible. Drivers with forty (40) hours will not be assigned extra trips that week. If an extra run conflicts with a regular run, the senior driver has the option to choose between the extra run and the regular run, provided the senior driver has satisfied the requirements of the three (3) school days notice clause, also provided that if there is a last minute cancellation of the extra trip, the driver will receive the greater of two (2) hours of call time, or time and wages for the driver's regular run. In the event a substitute has been assigned to their regular run and the extra trip is canceled, the driver may take the greater of two (2) hours call time or their regular time and wages for their regular run.

Section 7.9.1.
Drivers on all trips shall be compensated at their regular straight driving time rate if they remain with the assigned vehicle except where the overtime provisions of Section 7.4 apply. If the driver attends the activity, then standby time shall apply.

Section 7.10.
Bidding by seniority for all bus routes shall be accomplished annually, on a date determined by the District, but prior to October 1. Bidding will be scheduled in blocks of predetermined bid times. If a driver misses his or her bid time, he or she will be allowed to bid at the end of the block in which he or she arrives. Absentee bidding may be done by telephone or designated proxy and will be subject to the same requirements. If a proxy is used, that representative shall have full authority to speak on behalf of the driver, who will be bound by the representative’s decision.
Section 7.11. Transporting of Students by Non-Bargaining Unit Members.
In the event two (2) vans or less are used per District sponsored/funded event, non-bargaining unit drivers may drive. This section shall not apply to periodic special events wherein students travel in chartered coaches. School board polices regarding use of privately owned vehicles are to be enforced.

Section 7.12. Staff Assistants Substituting for Certificated Staff.
Staff assistants, with emergency teaching certification, may be called in to fill in for a teacher provided the substitute teacher list has been exhausted. In such case, the staff assistant will be compensated per hour at one-seventh (1/7) of the substitute teacher rate or as specified in Section 7.6.

Section 7.12.1.
Substitutes will be called on a rotating basis. Substitutes will not exceed forty (40) hours per week, including all hours worked for the District, without prior approval from the superintendent. The principal reserves the right to make the final decision on substitute placement.

Section 7.12.2.
In the case of a classified substitute not fulfilling the expectations of the teacher substituted for, a meeting will be held discussing the needed changes. This will be documented and will include the teacher, an administrator, and the classified substitute. The classified substitute will be given one (1) more opportunity to be effective in that room. If this attempt is also not successful, the teacher then has the right to request that the said classified substitute not be called again for that particular class. This process will not reflect adversely on the classified person’s annual evaluation for his or her regular classified assignment.

ARTICLE VIII
VACATIONS AND HOLIDAYS

Section 8.1. Vacations.
Employees regularly employed on a twelve (12) month basis shall be eligible for earned vacation with full pay as follows.

Section 8.1.1.
Two weeks [ten (10) days] vacation after one (1) full year continuing through five (5) full years, accrued on the basis of five-sixths (5/6) of a day per month worked.

Section 8.1.2.
Three weeks [fifteen (15) days] may be accrued on the basis of one and one-fourth (1¼) days per month following the anniversary date of the fifth (5th) full year, effective on the anniversary date of employment.

Section 8.1.3.
Four weeks [twenty (20) days] vacation may be accrued on the basis of one and two-thirds (1 2/3) days per month effective July 1, following the anniversary date of the tenth (10th) full year.
Section 8.1.4.
In most cases, full vacations cannot be taken during the school year (school days). Any exception must be arranged with the superintendent of schools. The employee will use the substitute system to make a request for vacation time to his immediate supervisor each year. Vacation will be scheduled at the time of the employee request, whenever feasible, within the reasonable limits of maintaining needed personnel for building coverage and/or work requirements. The superintendent and supervisor will authorize vacation schedules as early as possible.

Section 8.1.5.
Accrued vacation time for regular part-time and temporary employees must be used during the school year of accrual, September 1 through August 31, or it is lost. Regular employees accrued vacation time must be used before his or her anniversary date per year, or it is lost. Regular employees may use up to fifty percent (50%) of their vacation time during the school year.

Section 8.1.6. Earned Vacation Pay.
Any person leaving employment and entitled to vacation time will receive vacation pay prorated by work days in lieu of vacation provided a minimum of two (2) weeks notice is given.

Section 8.1.7.
Regular part-time and temporary employees working less than a full year shall receive paid vacations in accordance with Sections 8.1.1, 8.1.2, and 8.1.3, prorated in accordance with the number of hours worked. By using the substitute system to make a request for vacation, such employees shall receive vacation entitlement during winter or spring break, during inclement weather periods when school is not operating, and for bona-fide emergencies as approved by the superintendent, with any remaining accrual to be received in the last paycheck of the work year. Employees may also share vacation according to the procedures contained in Section 9.7.

Section 8.1.8.
The regular employee with the earliest hire date shall have preferential rights regarding vacation periods.

Section 8.2. Holidays.
To be eligible for holiday pay, the employee must work the last scheduled workday before and the first scheduled workday after a holiday or be on official District compensated leave. Bus drivers shall receive pay equal to the average of all their compensated hours only during the payroll cutoff periods in which a holiday falls.

Section 8.2.1.
Employees regularly employed on a 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. New Year's Day
9. Martin Luther King Day
10. Presidents' Day
11. Memorial Day
12. Day before or after Independence Day
6. Christmas Day  
7. Day before New Year's  

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. Day before New Year's  
8. New Year's Day  
9. Martin Luther King Day  
10. Presidents' Day  
11. Memorial Day  
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 8.3. 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 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:

A. The problem must be of a serious nature such that pre-planning is not possible, or where pre-planning could not relieve the necessity for the employee’s absence (fire, robbery, natural disaster, family illness, family injury, childbirth, etc.); and

B. When school is in session, weather conditions (which could be considered as hazardous travel to and from school) shall be considered as valid reason for emergency leave. The determination of hazardous weather will be up to the superintendent.
Section 9.1.2.
Sick leave and emergency leave provisions for all employees shall be in accordance with state law RCW 28A.400.300.

Section 9.1.3.
Persons claiming sick leave benefit may be required to submit a written statement from a physician at the option of the administration. Employees may be required to sign a statement verifying the day or days and the date or dates, and the specific reason for the absence.

Section 9.1.4.
The leave and attendance incentive provision for all employees shall be in accordance with state law RCW 28A.400.210.

Section 9.1.5.
Employees who have accrued leave benefits and other benefits while employed by another public school district in the State of Washington shall be given credit for such accrued leave benefits and other benefits upon employment by the District.

Section 9.2. Maternity Leave.
Maternity leaves shall be administered in accordance with District policy and laws or regulations promulgated by applicable state and federal agencies.

Section 9.3. Parental Leave.
An employee, upon request, may be granted up to three (3) days leave on or about the date of the birth of his or her child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above.

Section 9.4. Adoption Leave.
One (1) day's absence per year with pay shall be allowed for child adoption should the event conflict with the work day of the employee.

Section 9.5. State Family Leave.
Each employee shall be entitled to use a choice of accrued sick leave or other paid leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, a child of the employee over the age of eighteen (18) who is incapable of self-care, or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.265. An employee may not take advance leave until it has been earned. The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who uses this leave.

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

Section 9.7.  
The leave sharing program for all employees shall be in accordance with state law RCW 41.04.660.

Section 9.8.  Bereavement Leave.  
Up to four (4) days absence per occurrence with pay shall be allowed twice annually for personal bereavement occasioned by death in the immediate family. Immediate family shall include mother, father, brother, sister, wife or husband, son or daughter, step-father, step-mother, step-son, step-daughter, grandparents, or grandchildren. The District superintendent/designee and the Association president will consider all other requests. Unused leave shall not be cumulative from year to year.

Section 9.8.1.  Funeral Leave.  
Two (2) days shall be granted to attend the funeral of other close family members or friends. These days are non-cumulative and not paid.

Section 9.9.  
In the event an employee has exhausted leave specified in bereavement leave, parental leave, or adoption leave the superintendent may grant at his/her discretion, leave at full pay for a stated period of time.

Section 9.10.  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; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee or Association is a party in a court action, such employee may request a leave without pay.

Section 9.11.  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. Employees may accumulate up to three (3) days of personal leave per year; no more than two (2) days may be taken at any one time. 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 or to extend winter or spring vacations. Each regular, regular part-time and temporary employee must have completed the sixty (60) day probation before he or she is eligible for personal leave days. Personal leave days will be prorated for those employees hired after January 1 each school year.
ARTICLE X

INSURANCE AND MEDICAL EXAMINATIONS

Section 10.1.
Effective September 1 of each school year, the District shall provide an amount allocated by the state (less any state mandated District payment) per 1.0 FTE (1,440 hour base) per month toward the payment of medical, dental, and vision insurance premiums. The adjusted amount is available for 1.0 FTE (1,440 hour base) employees, a pro rata portion thereof in accordance with their regularly scheduled insurance FTE for all employees working three (3) hours or more.

From the dollar amount available to each employee, first shall be deducted the cost of the District's dental and vision plan, with the remaining monies to be applied toward the employee's medical premiums. All eligible employees are required to participate in the dental and vision plan; medical participation is optional.

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

Section 10.1.1.
The District shall contribute an amount (less any state mandated payment) allowed by the state per 1.0 FTE per month for medical, dental, and vision insurance. After basic insurance is paid, based on FTE, any remaining money will be pooled to pay out-of-pocket expenses incurred by members. Any money remaining after all out-of-pocket expenses are paid will be divided among the bargaining unit members in accordance with individual optional plans. The benefit pool will be established October 1 of every school year.

Section 10.1.2.
PSE and District approved insurance programs are hereby listed which shall be funded as provided in 10.1 above.

BASIC HEALTH PLANS
* A. Washington Dental Service
  * B. Vision Service Plan
  C. Premera Blue Cross
  D. Kaiser Medical Plan
  E. Pacificare Medical Plan

INDIVIDUAL OPTIONAL PLANS
  G. American Fidelity Salary Insurance
  H. Colonial Accident & Cancer Insurance
  I. VEBA Account

*Mandatory insurance for every regular and regular part-time employee.
Section 10.1.3.
If an employee is terminated or terminates his/her employment prior to the 10th of a month, their coverage will terminate at the end of the current month. If an employee is terminated or terminated his or her employment after the 10th of a month, their coverage will be terminated at the end of the following month.

Section 10.2.
Eligible employees who wish to change insurance benefit plans must do so within the sign-up periods. The District will make material available to new eligible employees at the personnel office at the time of hire, at which time they will be entitled to enroll in benefit plans. Temporary employees will receive benefits only when the eligible employee they are replacing is not receiving any benefits.

Section 10.3.
The District shall provide liability coverage for all employees subject to this agreement per state statute.

Section 10.4. Medical Examinations.
When health examination is required or drug and alcohol screening is required by the District or state for the employee, cost of same shall be paid by the District (see District Policy #5259 and Procedure #5259P), unless such service is available at no charge through the Southwest Washington Health District. The District may suggest an M.D.

Section 10.5.
The District shall provide for participation in the Washington State Public Employees' Retirement System as required by state law and regulations and in accordance with federal law.

ARTICLE XI

EMPLOYMENT NOTIFICATION

Section 11.1.
Regular part-time employees shall be notified at the end of the school year if they are not being rehired, otherwise they will assume they will be working the coming 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 give the employee two (2) weeks written notice of intent to terminate his or her 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.

Section 12.1.1.
The Employer recognizes the principle of progressive discipline and agrees to follow such principle in the following manner.

First Infraction: Verbal Reprimand

Second Infraction of a Like Nature: Written Reprimand

Third Infraction of a Like Nature: Written Reprimand; Subject to Discipline, Suspension, or Discharge in the Event of a Major Infraction

In the above procedure, the employee shall be afforded an opportunity to review all evidence and answer alleged charges before discipline is administered.

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.

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 personnel by May 15 if they intend to return to work. If personnel 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 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 filled by a substitute. 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.

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

1. The employee has received comprehensive training from the District.

2. The District shall provide insurance to bargaining unit members as authorized by RCW 28A.320.060.

ARTICLE XV
INSERVICE OR VOCATIONAL TRAINING

Section 15.1.
Employees required by the District or the state to attend training courses as a condition of employment shall be compensated at the employee's base hourly rate for all time in attendance, plus expenses. Training courses which are part of the Washington Public School Classified Employees Apprenticeship Program are not covered by this provision. An employee may request tuition or fees reimbursement for completion of a course or workshop approved by the superintendent.
**Section 15.1.1.**
The District will provide paid inservice annually for all non-bus driver bargaining unit employees, except those currently in the apprenticeship program, who work four (4) or more hours per day, three (3) or more days per week. The Association and the District will collaborate to select three (3) subjects and choose one (1) or more for presentation at inservice. Transportation employees will continue to receive the state-mandated driver inservice.

**Section 15.2.**
Staff development funds will be made available to classified employees. In addition to funds budgeted for staff development at the building/department level, a minimum of $5,000.00 per year shall be made available to classified employees for staff development during each year of this agreement. Any unused funds shall carry-over into the following year; provided, however, that any funds remaining at the end of this contract shall not carry over into the subsequent school year.

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**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) work days 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.**
An employee who changes job classifications within the bargaining unit shall be placed on the salary step at the “permanent” rate of pay after ten (10) days probation. Employees who change jobs within classification will not be required to serve probation and will be placed on the salary step at the “permanent” rate of pay.

**Section 16.1.3.**
Regular, regular part-time and temporary employees who transfer from one job title to another shall, during the first ten (10) work days, have the option of returning to their previous job position. During those same ten (10) work days, the District shall have the option of reassigning the employee to their previous job position. This section does not modify the provisions of Section 16.1.2.

**Section 16.1.3.1.**
Regular bus drivers who change routes are excluded from the reassignment options in Section 16.1.3 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) working days the availability of new and open positions as soon as possible after the District is apprised of the opening. A copy of the job posting list shall be forwarded to the president of the Association, president’s designee, and each district building. A copy of the job posting shall be posted on the district website and the district office. During winter, spring, and summer breaks, the job posting list shall be mailed to the Association 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 five (5) work days after the closing date of the position(s) for which they applied.

Section 16.2.1. Increases or deletions of more than thirty (30) minutes shall be considered new positions and shall be posted in accordance with Section 16.2 within five (5) work days.

Section 16.2.2. 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, including substitutes.

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 personnel 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. Substitute employee seniority will be determined in a like manner.

Section 16.3.2. Reclassification.
When the District reclassifies or consolidates positions on Schedule A, employees shall not be assigned a new hire date, but will maintain their original hire date in the job title so affected.

Section 16.3.3.
Regular or regular part-time employees bidding and receiving a temporary position shall continue to accrue District-wide seniority along with seniority in the temporary position category.

Section 16.3.4.
When a non-regular or non-regular part-time employee takes a temporary position with the District they shall accrue District-wide seniority along with job title and general classification seniority. At the end of the temporary position, if the employee receives a regular or regular part-time position within six (6) calendar months, they will retain their original hire date and the seniority they accrued while in the temporary position.
Section 16.4. The following application of seniority will be used.

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

Section 16.5.
The employee with the earliest hire date, pursuant to Section 16.4, shall have preferential rights regarding promotions, shift selection, bidding on new or open positions, and layoffs when ability, performance and qualifications are substantially equal with those individuals junior to them. If the District determines that seniority rights should not govern because a junior employee possesses ability, performance and qualifications substantially greater than a senior employee or senior employees, the District shall, within five (5) work days after the position has been awarded, set forth in writing to the employee or employees and the organization's grievance committee chairperson notification that the senior employee or employees have been bypassed.

Section 16.5.1.
A bypassed employee has the right to meet with the human resources director and the supervisor in charge of the selection to discuss the reasons for the decision. Any request to meet not brought to the human resources director within ten (10) work days of receipt of the seniority bypass notification letter shall be invalid and subject to no further processing. After meeting with the human resources director, should the employee wish to pursue a grievance, the bypassed employee shall adhere to the grievance steps as outlined under Article XX.

Section 16.5.2.
Substitute employees who apply for new or open positions will be given first consideration over outside district applicants, provided they are qualified.

Section 16.6. Reduction in Work Hours and Layoff (Bumping).
Positions that are reduced by more than thirty (30) minutes are new positions and shall be posted pursuant to Section 16.2. Bumping and recall from layoff status will not be allowed until the bidding process has been completed.

Section 16.6.1. Bumping.
When an employee’s position has been reduced by more than thirty (30) minutes, that employee may bump into a position held by a junior employee in order to retain work hours. The bumped employee may then use their seniority to bump an employee junior to them, and so forth. Employees who bump into a position are excluded from the reassignment options in Section 16.1.3.

Section 16.6.2.
A one-on-one Paraeducator and specialized personal assistant may not be bumped during the current school year.

Paraeducators with specialized training will be exempt from “bumping” during the current school year unless the employee needing to “bump” occupies the same position, has held the same position in the past, or received the appropriate specialized training.
Section 16.6.3.
In the event there are no work hours available in the job title currently held by the employee and the employee has previous experience and seniority in a different job title, the employee may use that seniority to bump a junior employee in order to maintain their district employment. In the event there are no work hours available in positions where the employee has previous experience and seniority, the employee may use their district-wide seniority to apply for new or open positions within the district. If there are no work hours available for which the employee is qualified, the employee shall be placed on layoff status.

Section 16.6.4. Layoff.
In the event an employee is placed on layoff status, the employee shall be placed on a reemployment list maintained by the District according to their job title seniority. Employees on the reemployment list shall be offered reemployment prior to any new or open position in their job title is offered to a substitute or applicant from outside the district. Names of employees on layoff status shall remain on the reemployment list for two (2) years from the date the employee was placed on layoff status.

Section 16.6.5.
Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 16.6.6.
An employee shall forfeit rights to reemployment as provided in Section 16.6.4 if the employee does not comply with the requirements of Section 16.6.5, or if the employee does not respond to the offer of reemployment within ten (10) days after receipt of a certified letter informing the employee of an open position.

Section 16.6.7.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff. Employees on layoff status who accept an offer of reemployment in the same job title shall retain all seniority rights, including classification and district-wide seniority, and shall be placed on the salary schedule at the pay step at which they last worked. Employees who accept an offer of reemployment in another job title in the same classification shall retain their classification and district-wide seniority. Should an employee accept an offer of reemployment in another classification, the employee shall retain their district-wide seniority rights.

Section 16.6.8.
The Employer will furnish the Public School Employees of Washougal job descriptions for all positions and employees handbooks for all employees. The development of job descriptions and employees handbooks will be done by a joint committee composed of members of Public School Employees of Washougal and District administration.
ARTICLE XVII
MAINTENANCE OF MEMBERSHIP

Section 17.1.
Each employee subject to this agreement, who, on the effective date of this agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this agreement.

Section 17.2.
All employees in classifications subject to this agreement who are members of the Association on the effective date of this agreement and all employees in classifications subject to this agreement who are hired at a time subsequent to the effective date of this agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain his membership in the Association in accordance with the previous section.

Section 17.3.
The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to the membership requirements in Sections 17.1 and 17.2, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this agreement in an amount equal to the regular monthly dues. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 17.3.1.
Nothing contained in this agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to regular dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association cannot agree on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 17.4.
Any employee who refuses to become a member of the Association in good standing or pay the service charge or charitable contribution in accordance with the previous sections, shall, at the option of the Association, be discharged from employment by the District, subject to two (2) weeks notice to the employee.

Section 17.5.
The District will notify the Association of all new hires within ten (10) work days of the hire date and provide the Association with a copy of each School Board personnel report. At the time of hire, the District will inform the new hire of the terms and conditions of this article. The District shall provide the Association with a current seniority list on or before October 25 and April 15.
Section 17.6.
All people hired as substitutes by the District for more than thirty (30) work days during the school year will join the Association.

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 Association on a check separate from the Association 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 Association 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 Association 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), or any agency fee so certified in appropriate cases, and shall transmit the same to the treasurer of PSE. The District shall also deduct an amount equal to PSE dues in the case of any employee whose claim of religious non-association has been approved by PSE or the Public Employment Relations Commission (PERC), and shall remit the amount to a non-religious charity approved by PSE or PERC. 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. Local chapter dues shall not be deducted from the pay of agency fee payers or religious objectors.

ARTICLE XIX
MEMBERSHIP VISIT ON THE JOB

Section 19.1.
Visitation rights shall be granted to the designated representative of the PSE/SEIU Local 1948 to visit with the employees in the appropriate bargaining units for the purpose of grievance procedures. The visiting delegate shall notify the school district of their arrival and for what purpose the visitation is requested. Visiting delegate shall notify the District office of their planned arrival. Visit will not interrupt the employee 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 Association may file grievance(s) in behalf of individuals or the Association.

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 Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) work days of the occurrence of the grievance shall be invalid and subject to no further processing.

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) work days, 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) work days 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.

Section 20.2.3. Appealing to the Superintendent (Step 3).
If no settlement has been reached within the five (5) work days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) work days to the District superintendent or his designee. After such submission, the parties will have ten (10) work days from submission of the written statement of 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.
Section 20.2.4. Arbitration of the Grievance (Step 4).
If no settlement has been reached within the ten (10) work days referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. The grievance may be submitted by the Association to final and binding arbitration. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association. The parties to this agreement shall then be bound by the rules and procedures of the American Arbitration Association. During the arbitration under this provision, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party. Both parties shall bear equally the cost of arbitration; except, that each party shall be responsible for their respective legal fees. The arbitrator shall not have the power to alter, modify, amend, add to or subtract any of the terms of this agreement or substitute their judgment for that of the parties.

Section 20.3. Grievance Claims.
Grievance claims involving retroactive compensation will be limited to no more than thirty (30) days prior to the written submission of the grievance to the Employer. In arriving at any disposition or settlement, neither party shall have the authority to alter this agreement unilaterally. The Employer shall not discriminate against any individual employee or the organization for taking action under this article.

ARTICLE XXI

APPRENTICES

Section 21.1.
Employees are encouraged to enroll as apprentices. All employees enrolled as apprentices by the Southwest Washington Joint Apprenticeship and Training Council (SWWJATC) shall be subject to all terms of this agreement; Exception: SWWJATC shall have jurisdiction to ensure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship Council.

Section 21.2.
In the event an apprentice is deemed unsuccessful in any or all parts of the approved standards, such 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 to 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.

Section 21.6.
The District will consider that successful completion of the instructional assistant apprenticeship program meets the high quality standards of the Leave No Child Behind Act for Title 1 Paraeducator positions.

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 grandfathered 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.

Section 22.2.2.
Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this agreement if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XXIV, Section 24.2, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case not later than the second regular payday.

Section 22.2.3. Prorated Salary.
All employees (except bus drivers, substitutes, apprentices, and temporaries) who work a minimum three (3) hours per day shall have their income averaged and paid in twelve (12)
monthly installments. Bus drivers who work a minimum of three (3) hours per day shall have their income averaged and paid in eleven (11) monthly installments. During the month of September, bus drivers shall be paid in the same manner as they were paid at the end of the previous school year. The District shall pay the employee and the employee shall accept compensation for his/her services in an annual salary (hours per year multiplied by hourly rate), prorated for the term of the agreement. Should an employee not work the total number of hours during a pay period (1st to last day of the month previous to the pay date) the unworked portion shall be deducted from the employee's paycheck during that pay period.

Section 22.3.
For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (¼) hour. In transportation, time worked shall be rounded to the nearest one-tenth (1/10) hour.

Section 22.4.
Any employee required to travel from one site to another in a private vehicle during work hours shall be reimbursed for such travel on a per-mile basis at the rate which is equal to an average of federal and state allocation.

Section 22.5.
Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

Section 22.6.
Regular employees, including regular part-time custodians and excluding drivers, working hours outside of the daytime (6:00 a.m. to 6:00 p.m.) work period shall receive a wage differential of twenty cents (20¢) per hour above their regular wage for all hours worked outside the daytime period.

Section 22.7.
Upon successful completion of the ASE certification for master school bus technician, mechanics shall receive an additional twenty cents (20¢) per hour.

Section 22.8.
New employees hired in Paraeducator positions, who meet the Highly Qualified requirements established by state and federal statutes shall receive the same pay rate as journey level apprentices.

A R T I C L E  X X I I I

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, 2012 to August 31, 2015.

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.

The contract will be reopened for the 2013-14 school year to consider additional longevity increases and wages.
## Schedule A

**Washougal School District #112-6**

**September 1, 2012 – August 31, 2013**

<table>
<thead>
<tr>
<th>STAFF ASSISTANTS</th>
<th>Substitute</th>
<th>Probationary</th>
<th>Permanent</th>
<th>Journeyperson *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preschool Educator</td>
<td>$11.13</td>
<td>$11.70</td>
<td>$12.54</td>
<td>$12.89</td>
</tr>
<tr>
<td>Library Assistant I</td>
<td>$12.79</td>
<td>$13.13</td>
<td>$13.48</td>
<td>$13.83</td>
</tr>
<tr>
<td>Library Assistant II</td>
<td>$10.20</td>
<td>$10.73</td>
<td>$11.71</td>
<td>$12.06</td>
</tr>
<tr>
<td>Media Assistant</td>
<td>$13.37</td>
<td>$14.04</td>
<td>$15.01</td>
<td>$15.36</td>
</tr>
<tr>
<td>Playground Assistant (Supervisory)</td>
<td>$10.99</td>
<td>$11.57</td>
<td>$12.40</td>
<td>$12.75</td>
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<tr>
<td>Specialized Personal Assistant</td>
<td>$12.31</td>
<td>$13.06</td>
<td>$13.89</td>
<td>$14.24</td>
</tr>
<tr>
<td>Career Center Assistant*</td>
<td>$11.13</td>
<td>$11.70</td>
<td>$12.54</td>
<td>$12.89</td>
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</table>

<table>
<thead>
<tr>
<th>TRANSPORTATION</th>
<th>Substitute</th>
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<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$20.65</td>
<td>$21.65</td>
<td>$23.17</td>
</tr>
<tr>
<td>Mechanic Helper</td>
<td>$14.94</td>
<td>$15.77</td>
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<tr>
<td>Driver</td>
<td>$14.34</td>
<td>$15.11</td>
<td>$16.18</td>
</tr>
<tr>
<td>Standby Rate</td>
<td>$10.72</td>
<td>$11.28</td>
<td>$11.29</td>
</tr>
<tr>
<td>Training Rate</td>
<td>$9.65</td>
<td>$10.18</td>
<td>$10.18</td>
</tr>
<tr>
<td>Training Assistant</td>
<td>$14.48</td>
<td>$15.17</td>
<td>$16.18</td>
</tr>
<tr>
<td>Dispatcher/Router</td>
<td>$13.66</td>
<td>$14.39</td>
<td>$16.18</td>
</tr>
<tr>
<td>Laundry</td>
<td>$13.63</td>
<td>$14.38</td>
<td>$15.46</td>
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<table>
<thead>
<tr>
<th>SPECIALIZED TECHNICIAN</th>
<th>Substitute</th>
<th>Probationary</th>
<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Media Technician</td>
<td>$16.00</td>
<td>$16.41</td>
<td>$16.85</td>
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<tr>
<td>Campus Security Officer</td>
<td>$16.06</td>
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<td>$16.93</td>
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<tr>
<td>Educational Technician</td>
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<td>$16.76</td>
<td>$17.18</td>
</tr>
<tr>
<td>Special Services Pre-School Technician</td>
<td>$14.93</td>
<td>$15.72</td>
<td>$16.70</td>
</tr>
<tr>
<td>Special Services ASL Interpreter</td>
<td>$14.93</td>
<td>$15.72</td>
<td>$16.70</td>
</tr>
<tr>
<td>Transition Technician</td>
<td>$12.97</td>
<td>$13.65</td>
<td>$14.00</td>
</tr>
<tr>
<td>Technical Support Assistant*</td>
<td>$16.74</td>
<td>$17.17</td>
<td>$17.77</td>
</tr>
<tr>
<td>*with AA Degree</td>
<td>$17.83</td>
<td>$18.26</td>
<td>$18.65</td>
</tr>
<tr>
<td>High School Registrar Technician</td>
<td>$16.17</td>
<td>$16.59</td>
<td>$17.01</td>
</tr>
<tr>
<td>High School ASSL Technician</td>
<td>$16.17</td>
<td>$16.59</td>
<td>$17.01</td>
</tr>
<tr>
<td>Community Education Technician</td>
<td>$16.17</td>
<td>$16.59</td>
<td>$17.01</td>
</tr>
<tr>
<td>Certified Occupational Therapist Assistant</td>
<td>$19.84</td>
<td>$20.54</td>
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</tr>
<tr>
<td>Physical Therapist Assistant</td>
<td>$19.84</td>
<td>$20.54</td>
<td></td>
</tr>
<tr>
<td>Speech Language Pathology Assistant</td>
<td>$19.84</td>
<td>$20.54</td>
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</tr>
</tbody>
</table>

*Journeypersons will receive $0.35 per hour above the permanent rate according to Section 21.5.*
### Schedule A

**Washougal School District #112-6**  
**September 1, 2012 – August 31, 2013**

<table>
<thead>
<tr>
<th>FOOD SERVICE</th>
<th>Substitute</th>
<th>Probationary</th>
<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cook</td>
<td>$12.24</td>
<td>$12.89</td>
<td>$13.81</td>
</tr>
<tr>
<td>Server I</td>
<td>$11.37</td>
<td>$11.96</td>
<td>$12.90</td>
</tr>
<tr>
<td>Server II</td>
<td>$10.78</td>
<td>$11.32</td>
<td>$12.18</td>
</tr>
<tr>
<td>Cashier</td>
<td>$13.13</td>
<td>$13.82</td>
<td>$14.70</td>
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<table>
<thead>
<tr>
<th>CUSTODIANS</th>
<th>Substitute</th>
<th>Probationary</th>
<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day Custodian</td>
<td>$13.78</td>
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</tr>
<tr>
<td>Night Custodian(^1)</td>
<td>$13.63</td>
<td>$14.38</td>
<td>$15.39</td>
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<table>
<thead>
<tr>
<th>WAREHOUSEMAN/FOOD DELIVERY</th>
<th>Substitute</th>
<th>Probationary</th>
<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$15.00</td>
<td>$15.80</td>
<td>$16.76</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>MAINTENANCE</th>
<th>Substitute</th>
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<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUMMER WORK - CASUAL</th>
<th>Permanent</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Grounds/Maintenance Helper</td>
<td>$14.49</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECRETARIES</th>
<th>Substitute</th>
<th>Probationary</th>
<th>Permanent</th>
<th>Journeyperson(^2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secretary</td>
<td>$13.66</td>
<td>$14.39</td>
<td>$15.34</td>
<td>$15.69</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>EARLY LEARNING CENTERS</th>
<th>Substitute</th>
<th>Probationary</th>
<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early Learning Centers Technician</td>
<td>$16.16</td>
<td>$16.38</td>
<td>$17.00</td>
</tr>
<tr>
<td>Early Learning</td>
<td>$10.59</td>
<td>$11.16</td>
<td>$12.00</td>
</tr>
<tr>
<td>Kindergarten</td>
<td>$10.59</td>
<td>$11.16</td>
<td>$12.00</td>
</tr>
<tr>
<td>SPACE</td>
<td>$10.59</td>
<td>$11.16</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

\(^1\)Night custodians will receive differential pay according to Section 22.6.

\(^2\)Journeypersons will receive $0.35 per hour above the permanent rate according to Section 21.5.

**Longevity step after completion of 15th year - 1%**

- Effective - hire date anniversary - 260-day employees
- Effective Sept. 1st - less than 260-day employees
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

WASHOUGAL CHAPTER

BY: ________________________________
Janet Yanzick, Chapter President

DATE: ________________________________

BY: ________________________________
Blaine Peterson, Chair, School Board

WASHOUGAL SCHOOL DISTRICT #112-6

DATE: ________________________________

BY: ________________________________
Dawn Tarzian, Superintendent