

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Goldendale School District

AND

**Public School Employees of
Goldendale**

SEPTEMBER 1, 2022 - AUGUST 31, 2024



Public School Employees of Washington/SEIU Local 1948

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1 **DECLARATION OF PRINCIPLES**

- 2
- 3 1. The efficient administration of the system of public instruction and well-being of employees
- 4 requires that orderly and constructive relationships be maintained between the parties hereto.
- 5
- 6 2. Subject to law and the paramount consideration of service to the public, employee-management
- 7 relations should be improved by providing employees an opportunity for greater participation in
- 8 the formulation and implementation of policies and procedures affecting the conditions of their
- 9 employment.
- 10
- 11 3. Effective employee-management cooperation requires a clear statement of the respective rights and
- 12 obligations of the parties hereto.
- 13
- 14 4. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
- 15 of the District and the well-being of employees within the spirit of the Public Employees Collective
- 16 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
- 17 procedures, and to provide means for amicable discussion and adjustment of matters of mutual
- 18 interest.

19 **PREAMBLE**

20

21

22 This Agreement is made and entered into between Goldendale School District Number 404

23 (hereinafter "District") and Public School Employees of Goldendale School District, an affiliate of

24 Public School Employees of Washington (hereinafter "Union").

25

26 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations

27 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the

28 parties agree as follows:

29

30

31 **ARTICLE I**

32 **RECOGNITION AND COVERAGE OF AGREEMENT**

33

34

35 **Section 1.1.**

36 The District hereby recognizes the Union as the exclusive representative of all employees in the

37 bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing

38 the interests of all such employees.

39

40 **Section 1.2.**

41 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties

42 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the

43 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

44

45 **Section 1.3.**

46 A copy of all covered job descriptions will be given to the PSE Chapter President.

47

48

1
2 **Section 1.4.**

3 The bargaining unit to which this Agreement is applicable shall consist of all regular full-time and
4 part-time classified Public School Employees in: Transportation, Food Service, Secretarial,
5 Paraeducator, Building Maintenance, and Grounds Maintenance general job classification.
6 Excluded: Secretary to the Superintendent, Business Manager, Payroll, Accounts Payable, Personnel
7 Officer, Technology Director, Technology Assistant, Custodial-Maintenance Supervisor, Director of
8 Transportation, School Nurse, Drug/Alcohol Counselor, and casual substitutes who work less than
9 thirty (30) days.

10
11 **Section 1.5.**

- 12 A. Substitutes who work thirty (30) days in a year or in the previous year will be granted pay at
13 the probationary rate. No other contract provisions or benefits will apply.
14
15 B. Part-time employees will have benefits prorated.
16
17

18
19 **ARTICLE II**

20
21 **RIGHTS OF THE EMPLOYER**
22

23 **Section 2.1.**

24 It is agreed that the customary and usual rights, powers, functions, and authority of management are
25 vested in management officials of the District. Included in these rights in accordance with and subject
26 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
27 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
28 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
29 release employees from duties because of lack of work or for other legitimate reasons. The District
30 shall retain the right to maintain efficiency of the District operation by determining the methods, the
31 means, and the personnel by which operations undertaken by the employees in the unit are to be
32 conducted.
33

34 **Section 2.2.**

35 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
36 District. In making rules and regulations relating to personnel policies, procedures and practices, and
37 matters of working conditions, the District shall give due regard and consideration to the rights of the
38 Union and the employees and to the obligations imposed by this Agreement.
39
40
41

42 **ARTICLE III**

43
44 **RIGHTS OF EMPLOYEES**
45

46 **Section 3.1.**

47 It is agreed that the employees, subject to the provisions of this Agreement shall have and shall be
48 protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the

1 Union. The freedom of such employees shall be recognized as extending to participation in the
2 management of the Union, including presentation of the views of the Union to the Superintendent and
3 to the Board of Directors of the District. The District shall take whatever action required or refrain
4 from such action in order to assure employees that no interference, restraint, coercion or discrimination
5 is allowed within the District to encourage or discourage membership in any employee organization.
6

7 **Section 3.2.**

8 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
9 Union representatives and/or to their immediate supervisor and to the Superintendent in accordance
10 with District policy and administrative procedures.
11

12 **Section 3.3.**

13 Employees of the units subject to this Agreement have the right to have Union representatives or other
14 persons present at discussions between themselves and supervisors as provided in the grievance
15 procedure.
16

17 **Section 3.4.**

18 Each employee reserves the right to delegate any right or duty contained in this Agreement, exclusive
19 of compensation for services rendered, to appropriate officials of the Union.
20

21 **Section 3.5.**

22 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement
23 on the basis of race, national origin, language, creed, color, sex, religion, age, sexual orientation,
24 gender identity or expression, marital status or because of a physical handicap disability with respect to
25 a position, the duties of which may be performed efficiently by an individual without danger to the
26 health or safety of the physically disabled person or others.
27

28 **Section 3.5.1.**

29 Supervisors and employees shall conduct themselves with dignity and respect. Every effort
30 shall be made to avoid words or actions which may be interpreted as ridicule, slander, or abuse.

31 **Section 3.6. Evaluations.**

32 Regular employees shall be formally evaluated and met with at least annually, no later than the last day
33 of school, by their supervisor designated for evaluation purposes. Probationary employees shall be
34 formally evaluated prior to the end of the probationary period. Supervisors shall use the same
35 performance evaluation form. Each Supervisor shall address concerns as they come up throughout the
36 year with employee. Shall the Supervisor fail to address concerns within a reasonable timeframe prior
37 to the evaluation with the employee; the concerns shall not be placed on the evaluation form. The
38 signature of the employee does not necessarily imply that the employee agrees with the contents of the
39 evaluation. The employee has the right to attach a rebuttal to the evaluation that will be placed in the
40 personnel file.
41

42 Such evaluations shall be completed by the employee's supervisor in writing, provided to the
43 employee, and placed in the employee's personnel file. Bargaining unit members shall not administer
44 such evaluations, although supervisors may ask an employee in a lead position for input regarding the
45 performance of employees under the lead employee's direction. For employees with no performance
46 concerns, annual evaluations shall be completed at least five (5) work days prior to the end of the
47 employee's work year.

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ARTICLE IV

RIGHTS OF THE UNION

Section 4.1.

The Union 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 or be consulted with respect to the formulation, development, and implementation of 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 units.

Section 4.2.

The Union shall be notified by the District of any grievances or disciplinary actions of any employee subject to the provisions of this Agreement in accordance with the provisions of the Discharge and Grievance Procedure Article contained herein. 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, provided that an observer for the Union may attend such hearings only with the permission of the affected employee.

Section 4.3.

The Union reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.4.

The President of the Union and their designated representatives will be provided time off without pay to a maximum of six (6) days per year to attend regional or State meetings when the purpose of those meetings is in the best interest of the District as determined by the District administration. The Union agrees to indemnify and hold harmless the District with respect to any litigation and/or damages which arise out of the operation and implementation of this provision.

Section 4.5.

The District shall provide bulletin board space in each school 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. The District reserves the right to post notices, announcements, etc., which are of interest and concern to Union members.

Section 4.5.1.

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 4.6.

The Union and its representatives may use the intra-District mail service and employee mail boxes to communicate to classified employees. This shall include freedom from any censorship or screening by the District representatives prior to distribution. The Union may use District school buildings for

1 meetings and to transact official business on school property at all reasonable times provided that this
2 shall not interfere with nor interrupt normal school operations or other scheduled building activities as
3 determined by checking with the Superintendent or designee.

4
5 **Section 4.7.**

6 Representatives of the Union, upon making their presence and purpose known to the District, shall
7 have access to the District premise during business hours; provided, however, that no conferences or
8 meetings between employees and Union representatives will in any way hamper or obstruct the normal
9 flow of work and normal operation of the District.

10
11 **Section 4.8.**

12 The District shall not subcontract bargaining unit services during the term of this Agreement, provided,
13 however, that the District may contract for services necessary to the District's education
14 responsibilities but unavailable after good faith posting pursuant to Section 10.8 and consultation with
15 the Union President.

16
17
18 **ARTICLE V**

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

21
22 **Section 5.1.**

23 It is agreed and understood that matters appropriate for consultation and negotiation between the
24 District and the Union are hours, wages, grievance procedures and general working conditions of
25 employees in the bargaining unit subject to this Agreement.

26
27 **Section 5.2.**

28 It is further agreed and understood that the District will consult with the Union, and meet with the
29 Union upon its request, in the formulation of any changes being considered in existing benefits,
30 policies, practices and procedures.

31
32 **Section 5.3.**

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

36
37
38 **ARTICLE VI**
39 **UNION REPRESENTATION**

40
41
42
43 **Section 6.1.**

44 The Union will designate a Building Representative Committee of six (6) members representing each
45 of the three buildings and the transportation department together with two (2) Union officers who will
46 meet with the Superintendent of the District and the Superintendent's representatives on a mutually
47 agreeable regular basis to discuss appropriate matters.

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Section 6.2.

The Union representatives shall represent the Union and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Union's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2.1.

Union representatives, when leaving their work, 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 6.2.2.

Time during working hours will be allowed Union representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Union representatives will guard against the use of excess time in the handling of such matters.

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. PSE meeting time will not be paid.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

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

Section 7.1.1.

Employees shall be paid for all time worked.

Section 7.2.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks. In case of emergency the above may be waived.

1
2 **Section 7.3.**

3 Each employee shall be assigned to a definite shift with designated times of beginning and ending.
4 The normal shift shall consist of eight and one-half (8½) hours, for eight hours compensation,
5 including a thirty (30) minute uninterrupted and unpaid lunch period as near the middle of the shift as
6 is practicable, and also including a paid fifteen (15) minute first half and a paid fifteen (15) minute
7 second half rest period, both of which rest periods shall occur as near the middle of the shift as is
8 practicable.

9
10 **Section 7.4.**

11 In the event an employee is assigned to a shift less than the normal work shift previously defined in
12 this Article, the employee shall be given a paid fifteen (15) minute rest period for each four (4) hours
13 of work.

14
15 **Section 7.5.**

16 Employees required to work through their regular lunch periods will be given time to eat at a time
17 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
18 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
19 be compensated for the foregone lunch period at one and one-half (1½) the regular rate.

20
21 **Section 7.6.**

22 Employees required to work a shift/hours outside their current classification, shall receive
23 compensation equal to the regular rate of pay at the appropriate level for their years of service in the
24 district as listed on Schedule A for that position (job title/classification), or their own regular rate of
25 pay, whichever is higher. The employee will receive the higher rate of pay if the assignment is at least
26 3 consecutive hours.

27
28 **Section 7.7.**

29 Recognizing that personnel in the Transportation classification present special shift problems, the
30 parties agree that shifts shall be established in that classification in relation to routes and driving times
31 requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that all
32 bus drivers shall receive pay for at least one-half (½) hour per day for the purpose of bus cleanup and
33 bus warm-up in addition to actual hours of driving time. Drivers will be paid a minimum of four (4)
34 hours per day for driving time and bus cleanup and warm-up. Additional time will be paid for those
35 situations that are unanticipated and verifiable, which require the driver's time and presence.

36
37 **Section 7.7.1.**

38 If a trip is cancelled or rescheduled after the driver has left their home the District agrees to pay
39 the employee two hours of pay at their normal rate of pay for the inconvenience. If the trip is
40 canceled the driver will be entitled to the next trip available. If a trip's leave time is changed,
41 the assigned driver has the option to decline the trip as long as a replacement driver can be
42 secured. If a replacement driver cannot be secured, the original driver must take the trip.

43
44 **Section 7.7.2.**

45 In the event of a pandemic or other major public health emergency, the district and Union agree
46 to working collaboratively to create a needed MOU (s) based on the circumstances.

1
2 **Section 7.7.3.**

3 The District will follow the guidelines outlined in OSPI’s Specifications for School Buses,
4 along with RCW 46.63.180 Automated school bus safety cameras. If the video is utilized for an
5 issue that may affect the driver adversely – the driver will be provided the opportunity to
6 review the recording.
7

8 **Section 7.8.**

9 Extra trips shall be assigned on a seniority basis to regular transportation employees. The District may
10 assign extra trips to qualified drivers outside the unit when regular District drivers have been contacted
11 and have refused the trip. Extra trips are posted monthly. Drivers wanting extra trips should attend an
12 extra trip meeting. Senior drivers have first pick and trips will be equally divided between drivers
13 wanting extra trips.
14

15 **Section 7.8.1.**

16 The parties agree to abide by all laws relating to drug and alcohol testing in connection with
17 CDL license regulations. Testing will be conducted by the ESD 105 consortium or another
18 outside contractor. Personnel selected for the random drug and alcohol testing shall be paid for
19 one hour at their regular rate.
20

21 **Section 7.8.2.**

22 The District will reimburse a trip driver the per diem meal rate in accordance with the
23 Washington State Office of Financial Management Section 10.40.50.b which is below:
24

25 **OFM 10.40.50.b**

26 For non-overnight travel assignments, the following two criteria must be met to receive a meal
27 allowance:

28 Eleven Hour Rule - A traveler may be reimbursed for meal expenses when the traveler has been
29 in travel status for at least eleven hours.
30

31 In travel status during the entire meal period - Travelers must be in travel status during the
32 entire agency-determined meal period(s) in order to qualify to collect meal payments for
33 meal(s), except as provided in Subsection 70.15.10. The traveler may not stop for a meal just
34 to meet the eleven-hour rule.
35

36 **Section 7.9. Overtime.**

37 Overtime shall be assigned on a fair and equitable basis. In the assignment of overtime, the District
38 agrees to provide the employee with as much advance notice as practicable in the circumstances.
39 Normally, employees designated to work overtime on days outside their regular workweek will be
40 advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before
41 the overtime commences. The above notice provisions may be waived in emergencies.
42

43 **Section 7.9.1.**

44 All hours worked by direction in excess of forty (40) hours per week shall be compensated at
45 the rate of one and one-half (1½) times the employee's base pay.
46

47 **Section 7.9.2.**

1 All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and
2 one-half (1½) times the employee's base pay if this exceeds forty (40) hours.

3
4 **Section 7.9.3.**

5 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice
6 the employee's base pay.

7
8 **Section 7.9.4.**

9 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) day,
10 shall receive no less than two (2) hours pay at the appropriate overtime rate.

11
12 **Section 7.10.**

13 Buildings and kitchen facilities rented to outside groups shall have a District employee from that
14 building assigned and paid for by the user at the appropriate hourly rate. The employees agree to cover
15 the assignments.

16
17 If the building or kitchen facilities are loaned without charge to a local group or charitable
18 organization, the District shall have the right to assign or not assign anyone to cover the building or
19 facility.

20
21 **Section 7.11.**

22 Drivers shall receive their regular rate of pay for time spent deep cleaning the inside and/or outside of
23 the bus, not to exceed three times a year for two and a half hours each time, unless specifically
24 requested by the Transportation Director.

25
26 **Section 7.12.**

27 Employees will be compensated at their regular hourly rate for attending all District-required meetings
28 and training sessions that are not part of initial employment qualification requirements. Employees
29 shall be compensated for subsequent training and/or meetings, including those which are a condition of
30 continued employment.

31
32 **Section 7.12.1.**

33 The District may require additional paid hours for participation during early release days and
34 District workdays to help meet District demands, ESEA requirements, and Washington State
35 Core Competencies for Paraeducators. These hours will be determined by building level needs
36 and paid at the employee regular rate of pay.

37
38 **Section 7.13.**

39 Food Service employees shall work two (2) days before school starts. Paraeducators shall be required
40 to work an in-service day prior to the first day of school. Per request of the departmental supervisor,
41 additional time above the current language will be paid (time sheet).

42
43 **Section 7.14.**

44 All paraeducators and library technicians shall work one (1) hour per month to participate in the early-
45 release staff planning at the building to which the paraeducator is assigned for the largest portion of
46 their duties.

1 **Section 7.15. Clothing Allowance.**

2 The District shall reimburse employee(s) that are required to wear uniforms with the Goldendale
3 School District insignia up to the amount of one-hundred and fifty (\$150) dollars annually.
4

5 **Section 7.16.**

6 In an emergency where certificated coverage cannot be provided and it becomes necessary for the
7 classified employee to supervise a regular classroom for periods exceeding thirty (30) minutes, that
8 staff member will be compensated an additional \$10.00 per hour above their base hourly rate. An hour
9 will be granted for each classroom period covered. Additional pay will be turned in on a timesheet
10 after it is signed by the Principal to the payroll office by the 10th of each month. The use of an
11 instructional assistant in this manner will be consistent with State law.
12

13 Paraeducators working with special education and/or behavior students will not be left alone with the
14 students within the school day without periodic check-ins by another staff member. Paraeducators
15 working with special education and/or behavior students outside of the main building will always have
16 another adult in the room.
17

18 **Section 7.16.2.**

19 The District will thoroughly investigate every safety report received, and take appropriate
20 action. The District shall provide necessary additional specific safety training as needed based
21 on staff assignment. Employees are expected to follow District policies when necessary to
22 protect themselves and students.
23
24
25

26 **ARTICLE VIII**

27 **HOLIDAYS AND VACATIONS**

28
29
30 **Section 8.1.**

31 All employees (both year-round and non-year-round) will be paid for holidays that fall within their
32 work year:
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34

- | | |
|-----------------------------------|---|
| 35 1. New Year's Day | 7. Veterans' Day |
| 36 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day |
| 37 3. Presidents' Day | 9. Day after Thanksgiving |
| 38 4. Memorial Day | 10. Day before Christmas |
| 39 5. Independence Day | 11. Christmas Day |
| 40 6. Labor Day | 12. Day before New Year's Day |
| | 13. Juneteenth (June 19 th) |
- 41
42
43

44 **Section 8.1.1. Unworked Holidays.**

45 Eligible employees shall receive pay equal to their normal work shift at the rate set forth on
46 Schedule A in effect at the time the holiday occurs. Employees on the active payroll on the
47 holiday, and not on leave of absence, shall be eligible for pay for such unworked holiday. The
48 District retains the right to request employees to furnish proof of illness for absences on the day

1 before or the day after the holiday. Approved short-term leave without pay ("deduct day") shall
2 not be considered leave of absence. Special workshops or in-service training days held in July
3 or August shall not be considered active payroll for purposes of holiday eligibility.

4
5 **Section 8.1.2. Worked Holidays.**

6 Employees who are required to work on the above described holidays shall receive the pay due
7 them for the holiday, plus one and one-half (1½) times their base rate for all hours worked on
8 such holidays.

9
10 **Section 8.1.3. Holidays During Vacation.**

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

13
14 **Section 8.2. Vacations.**

15 All twelve (12) month full year employees shall receive paid vacations. Such vacations shall be
16 earned, vested and used as designated in this Article.

17
18 **Section 8.2.1.**

<u>Years Completed</u>	<u>Vacation Days With Pay</u>
1 to 4	12 Days
5 to 10	15 Days
11 to 15	20 Days
16 to 24	25 Days
25 and over	30 Days

21
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27
28 Vacation may be carried over for one (1) year only.
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31

32 **ARTICLE IX**

33
34 **LEAVES**

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36
37
38 **Section 9.1. Sick Leave.**

39 Each employee shall accumulate twelve (12) days sick leave per work year with no limitation on the
40 accumulation of unused sick leave. An employee who works eleven (11) workdays in any calendar
41 month will be given credit for the full calendar month. The District shall project the number of annual
42 days of sick leave at the beginning of the school year according to the estimated calendar months the
43 employee is to work during that year. The employee shall be entitled to the projected number of days
44 of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base
45 hourly rate applicable to the employee's normal daily work shift; provided, however, that should an
46 employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick
47 leave, sick leave benefits will be paid in accordance with their normal daily work shift at the time the
48 sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily

1 basis. Should an employee use sick leave beyond the number of days earned or accumulated, and then
2 leave the District's employ, the cost of said days taken which were paid to the employee shall be
3 deducted from the employee's final check.
4

5 The intent of sick leave is to make it possible for employees to be absent for legitimate purposes but
6 not for personal pleasure or profit. Any abuse of this leave provision as judged by the District shall
7 result in loss of pay for the days missed and/or disciplinary action.
8

9 Sick leave shall be applied to absence caused by illness or injury of an employee, or employee's family
10 member, as defined below. Sick leave may be used for medical, dental or ocular appointments when
11 absence during working hours for this purpose is authorized forty-eight (48) hours in advance by the
12 appropriate supervisor. In any instance involving use of a fraction of a day's sick leave, the minimum
13 charge to the employee's sick leave shall be one (1) hour.
14

- 15 1. When an employee will be absent from work due to illness, they shall give notice to the
16 principal or the person designated by the Superintendent to receive such notice no later than
17 one-half (1/2) hour before the employee's shift begins the first day of illness. If the absence
18 may be for consecutive days, the District should be notified of the probable date of return.
19
- 20 2. An employee returning from any illness, whether or not sick leave benefits have been paid,
21 may be required to submit a medical examination at the expense of the District, and on school
22 time, in order to establish medical fitness for the duties of the position before returning to work.
23

24 'Family member' defined:

- 25 ○ Child under age eighteen (18) (including a biological, adopted, or foster child, stepchild,
26 or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de
27 facto parent)
- 28 ○ Child over age eighteen (18) who is incapable of self-care (including a biological,
29 adopted, or foster child, stepchild, or a child to whom the employee stands in loco
30 parentis, is a legal guardian, or is a de facto parent)
- 31 ○ Spouse, significant other, or registered domestic partner
- 32 ○ Parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal
33 guardian of an employee)
- 34 ○ Grandchild or grandparent
- 35 ○ Sibling (including biological, adopted, foster, or step sibling)
- 36 ○ Any relative residing in the employee's household
- 37 ○ Any family member of the employee's spouse or registered domestic partner as
38 described above
39

40 **Section 9.1.1. Sick Leave Attendance Incentive Program.**

41 In January of the year following any year in which a minimum of sixty (60) days of leave for
42 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
43 option to receive remuneration for unused leave for illness or injury accumulated in the
44 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
45 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for
46 illness or injury for which compensation has been received shall be deducted from accrued
47 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary
48 compensation.

1
2 **Section 9.1.2.**

3 At the time of separation from school district employment due to retirement or death, an
4 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)
5 day's current monetary compensation for each four (4) full days accrued leave for illness or
6 injury, not to exceed a maximum of one hundred eighty (180) days accumulation.
7

8 **Section 9.2. Injury.**

9 When an employee takes leave as the result of an injury, the District and the employee's immediate
10 supervisor shall be contacted as soon as possible. Any claims for employment compensation under
11 any workman's compensation or industrial accident plans shall be copied to the School District's
12 business office. If additional employment compensation is paid to any employee who is receiving
13 District pay for any injury, the employee shall turn over such compensation to the School District
14 business office, when compensation is received.
15

16 **Section 9.3. Emergency Leaves.**

17 Emergencies are defined as those situations which cannot be dealt with outside of working hours
18 which are unplanned and which require the individual to absent themselves from their duties.
19 Emergencies are not defined as injury or sickness to the person. Emergency leaves are to be deducted
20 from the total of twelve (12) days compensated leave maximum per year or from the total accumulated
21 leave.
22

23 **Section 9.3.1. Bereavement Leave.**

24 Up to five (5) days leave with pay shall be authorized by the District in the event of death of
25 any member of the immediate family. Immediate family is defined in Section 9.1(2) above. For
26 this section, any adult child of the employee (including a biological, adopted, or foster child,
27 stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de
28 facto parent) is also included. Bereavement leave shall not be deducted from sick leave.
29 Bereavement Leave shall be utilized within a reasonable time period.
30

31 **Section 9.3.1.1. Exceptions.**

32 Exceptions to the definition of immediate family and/or the length of leave in
33 Section 9.3.1 may be made by the Superintendent on a case-by-case basis without
34 precedent and deducted from the employee's sick leave.
35

36 **Section 9.4. Paid Family and Medical Leave (PFML).**

37 Employees may be eligible to receive Paid Family and Medical Leave under the Washington State
38 Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have
39 worked a minimum of 820 hours within the qualifying period, which shall be defined as the first four
40 of the last five completed calendar quarters starting from when the employee makes their claim for
41 benefits, (at any employer in Washington State). Such leave may be used consecutively with the
42 employee's other leave entitlements unless the employee elects otherwise. The District shall use the
43 state insurance as the carrier for PFML to ensure ongoing compliance with the law. Under PFML,
44 eligible employees may receive up to 16 weeks of paid leave following the birth or adoption of their
45 child. PFML may also be used to recover from a major surgery, illness, or injury, or to care for a
46 family member with a serious health condition. The employer is responsible for their portion of state
47 recommended premium. The employee for their portion as specified by the State.
48

1 **Section 9.5. Personal Leave.**

2 Annual (260 day) PSE employees will be allocated three (3) days of paid personal leave. Non-annual
3 two (2) personal paid days. No reason shall be required as to the purpose of using the personal leave
4 day. The employee shall be required to notify the District in advance to allow time to arrange a
5 substitute. Personal leave days may accumulate up to six (6) days or may be cashed out at the
6 substitute rate on a yearly basis. No more than two (2) employees per school building on any one day
7 may use personal leave days.

8
9 **Section 9.6. Uncompensated Leaves.**

10 Leaves of absence without pay and in some cases without District-paid fringe benefit contributions
11 may be granted at the discretion of the Superintendent in accordance with adopted Board policy.

- 12
13 1. **Sabbatical Leaves.** One (1) year, after five (5) years
14 employment, with all benefits except salary.
15
16 2. **Union Leave.** No benefits contributed by District; or if
17 contributed, employee will reimburse via a payroll deduction.

18
19 **Section 9.7. Other Leaves.**

20 Shall include military leave or reserve or National Guard duties and will be uncompensated except for
21 insurance and other benefits.

22
23 **Section 9.8. Professional Leave.**

24 In specific cases, upon request by the employee's immediate supervisor, the Superintendent or the
25 Board may grant limited leaves with or without pay, transportation or reimbursement, expenses,
26 registration fees, and compensation as deemed necessary by the Board.

27
28 All such requests will be made in writing with sufficient time allowed to have said requests placed on
29 the Board agenda, if required.

30
31 **Section 9.9. Federal Family Leave.**

32 The parties agree to abide by the provisions of the Federal Family Leave Act.

33
34 **Section 9.10. Judicial Leave.**

35 In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's
36 pay for each day of required presence in court less any compensation, except expenses, actually paid
37 by the court. Partial days will be prorated.

38
39 **Section 9.11. Leave Sharing.**

40 The District agrees to adopt a sick leave-sharing program for classified staff in accordance with
41 requirements of RCW 28A.400.380 and WAC 392-126-006 through WAC 392-126-104 and School
42 District Policy 5328.

- 43
44 1. The employee must suffer from, or have a relative or household member suffering from, an
45 extraordinary or severe illness, injury, impairment, or physical or mental condition which
46 has caused or is likely to cause the employee to take leave without pay or terminate their
47 employment. Documentation is required from a licensed physician or other authorized
48 health care practitioner verifying the severe or extraordinary nature of the condition, the

1 employee's required absence, a description of the medical problem, and expected date of
2 return-to-work status.

3
4 2. The employee has been called to service in the uniformed services, including voluntary or
5 involuntary service, in the armed forces, the National Guard, the commissioned public
6 health services, the Coast Guard, or any other category of persons designated by the
7 President of the United States in time of war or national emergency.

8
9 3. The employee has depleted all of their eligible leaves, and meets requirements of one (1) or
10 two (2) above.

11
12 A twelve (12) month employee may donate annual leave (vacation) provided the donation does not
13 cause the vacation leave balance to fall below ten (10) days.

14
15 All employees shall have the right to donate as many hours as they choose of sick leave each year to
16 another District employee who has exhausted their sick leave, as long as the leave balance of the
17 donating employee does not fall below twenty-two (22) days.

18
19 **Section 9.12.**

20 Employees are entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience
21 or for organized activities of a religious denomination, church, or religious organization as per State
22 Law. The District shall allow an employee to take an unpaid holiday unless the employee's absence
23 would impose an undue hardship on the employer or the employee is necessary to maintain public
24 safety. The Office of Financial Management must establish a definition for undue hardship. This leave
25 shall be preapproved within twenty-four (24) hours by employee's immediate supervisor.

26
27 **Section 9.13. Domestic Violence Leave.**

28 The District will provide leave in accordance with RCW 49.76 which allows victims of domestic
29 violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and
30 obtain health care. Such leave will be with or without pay at the employee's discretion; provided that
31 an employee must have available sick leave, vacation leave or similar paid leave available to receive
32 paid leave. Employees may also take reasonable leave to help a family member obtain needed
33 treatment or services. For this section, family members include a child, spouse, registered domestic
34 partner, significant other, parent, parent-in-law, or grandparent.

35
36
37
38 **ARTICLE X**

39
40 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

41
42 **Section 10.1.**

43 The seniority of an employee within the bargaining unit shall be established as of the date on which the
44 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
45 lost as hereinafter provided, or altered as provided in Section 10.6.2.
46
47
48

1 **Section 10.1.1.**

2 Employees with same hire date shall have seniority determined by order of Union drawing with
3 the first name drawn becoming highest seniority.
4

5 **Section 10.2.**

6 Each new hire shall remain in a probationary status for a period of not more than six (6) months
7 following the hire date; however, summer vacation will not count toward satisfying the probationary
8 period requirements for any less than full-time employees. During this probationary period, the
9 employee shall be observed at least two (2) times and provided a review conference at the end of the
10 initial three (3) month period. During the probationary period, the District may discharge such
11 employee at its discretion.
12

13 **Section 10.3.**

14 Upon completion of the probationary period, the employee will be subject to all rights and duties
15 contained in this Agreement retroactive to the hire date.
16

17 **Section 10.4.**

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

- 19
- 20 A. Resignation;
 - 21 B. Discharge for justifiable cause;
 - 22 C. Retirement; or
 - 23 D. Change in Job Classification per Section 10.6.2.
- 24

25 **Section 10.5.**

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

- 27
- 28 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
 - 29 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
30 United States;
 - 31 C. Time spent on other authorized leaves; such as vacation, sick or personal.
- 32

33 **Section 10.5.1.**

34 Seniority rights shall not be lost, but shall not accrue for the following reasons, without
35 limitation;

- 36
- 37 A. Time spent in layoff status, per Article X, Section 10.9.
 - 38 B. Time spent on unpaid Leave of Absences.
- 39

40 **Section 10.6.**

41 Seniority rights shall be effective within the general job classification. As used in this Agreement,
42 general job classifications are those set forth in Article I, Section 1.4.
43

44 **Section 10.6.1.**

45 Employees who transfer from one classification to another or fill new or open positions
46 pursuant to Article X shall also serve a probationary period of sixty (60) workdays. During the
47 probationary period the employee shall receive the regular rate of pay for which the employee

1 would be eligible; the District may, however, at its discretion, reassign the employee to their
2 previous job position, based upon a reasonable explanation.

3
4 **Section 10.6.2.**

5 Employees who change job classifications within the bargaining unit as outlined in Section 1.4,
6 shall retain their seniority date in the previous classification for a period of one (1) year, this
7 seniority shall stop accruing on the last day in the previous classification. Notwithstanding that
8 they have acquired a new seniority date and a new classification.

9
10 **Section 10.6.3. Trial Period.**

11 Employees who change jobs have a ten (10) workday trial period to return to their former
12 position. A substitute employee may be utilized to replace the employee who changes jobs for a
13 ten (10) workday trial period. This section is exempt in regards to Section 10.9.2 and 10.9.3.
14 (bumping).

15
16 **Section 10.7.**

17 The employee with the earliest hire date shall have preferential rights within their assigned
18 classification regarding shift selection, vacation periods and special services (including overtime). The
19 employee with the earliest hire date shall have preferential rights regarding promotions, assignment to
20 new or open jobs or positions, and hours reduction not constituting a layoff when ability and
21 performance are substantially equal with junior employees. If the District determines that seniority
22 rights should not govern because a junior employee possesses ability and performance substantially
23 greater than a senior employee or senior employees, the District shall set forth in writing to the
24 employee or employees and the President of the Union its reasons why the senior employee or
25 employees have been bypassed.

26
27 **Section 10.8.**

28 The District shall notify the President of the Union on the day of the posting of any new or open
29 position. The opening must be posted for a minimum of five (5) business calendar days before it is
30 filled.

31
32 **Section 10.8.1.**

33 Any job posting must include the job title, location, and number of hours and the number of
34 contracted days. A complete description of the job shall be available by the District to any
35 applicant who requests it.

36
37 **Section 10.8.2.**

38 Any position that increases thirty (30) minutes or more shall be posted for all to apply so long
39 as it is not student specific. Additional time that was added during the school year that was not
40 posted for all to apply, shall not be included as part of the employee's hours for Bid Fair
41 purposes per (Section 10.9.2).

42
43 **Section 10.9.**

44 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
45 District according to seniority within the classifications affected by such layoff. In the event that the
46 District re-establishes the layoff positions or makes additional classified positions available, such
47 employees are to have priority, by seniority, in filling any opening within the classification(s) held
48 prior to layoff. Names shall remain on the reemployment list for one (1) year.

1
2 **Section 10.9.1.**

3 Individuals whose names are on the reemployment list, who elect to accept a position with the
4 District which is substantially less than the position previously held, shall remain an active
5 name on the reemployment list.
6

7 **Section 10.9.2. RIF/Layoff-Bumping Process.**

8 All bumping to avoid layoff is subject to the seniority bypass provision of Section 10.7 above.
9 The RIF/Layoff Bumping process will be as follows:
10

- 11 1. Bidding will be in order of seniority as stated on the attached list.
- 12
- 13 2. The bidder may select any position held by a more junior employee on the list to
14 which the employee is qualified. Shall the District feel that an employee is not
15 qualified to perform in a position that they selected, the District shall have the right
16 to bypass the senior employee as per Article X, Section 10.7. of the collective
17 bargaining agreement.
- 18
- 19 3. A bidder cannot increase their regularly scheduled daily hours of work by thirty (30)
20 minutes or more of daily assigned time. Shall there be no other position available
21 within thirty (30) minutes of the employee's original daily assigned time; the senior
22 bidder shall have the right to bid into a position with greater number of hours closest
23 to the senior bidder's original daily assigned time by seniority as stated above.
- 24
- 25 4. Shall the senior bidder displace "bump" a more junior employee, they shall then
26 become eligible to "bump."
27
- 28 5. This process continues until there are no more positions available.
- 29
- 30 6. Only employees affected by a "bump" will have the opportunity to bid.
- 31
- 32 7. Each bidder shall have fifteen (15) minutes to make their bidding selection. Once
33 exercised, a bidder may not change or rescind their bid.
34
- 35
- 36 8. Failure to bid in person or by proxy shall forfeit the right to bid, placing the member
37 either in any available similar position upon the completion of the bid fair or in
38 layoff status.
- 39
- 40 9. Employees who are currently in bilingual required positions will follow the same
41 process as outlined above, but will only be able to bump into bilingual required less
42 senior positions. In the event there are no bilingual required positions available, the
43 employee will have the right to bump into a non-bilingual position.
- 44
- 45 10. Employees remaining upon the completion of the bidding process shall be placed in
46 layoff subject to recall by seniority to positions to which they are qualified as per
47 Article, X, Section 10.9. of the collective bargaining agreement.
48

1 **Section 11.1.2. Investigatory Interviews/Disciplinary Actions.**

2 In the event a formal investigatory interview is going to be conducted, each employee has the
3 right to the following information prior to such interview:

- 4
5 A. Reasonable written notice prior to any meeting that could lead to discipline.
6 B. Notice of allegations, or topic of the investigation
7

8 **Section 11.2. Notification To Non-Annual Employees.**

9 This section is intended to be applicable to those employees whose duties necessarily imply less than
10 twelve (12) months (excluding vacations) work per year.
11

12 **Section 11.2.1.**

13 Should the District decide to discharge or lay off any non-annual employee, the employee shall
14 be so notified in writing prior to the expiration of the school year.
15

16 **Section 11.2.2.**

17 Nothing contained herein shall be construed to prevent the District from discharging an
18 employee for acts of misconduct occurring after the expiration of the school year.
19

20 **Section 11.2.3.**

21 Nothing contained in this section shall in any regard limit the operation of other sections of this
22 Article.
23

24 **Section 11.3.**

25 Except in extraordinary cases, including lack of funding, and as otherwise provided in this Article, the
26 District will give employees two (2) weeks notice of intention to discharge or layoff.
27

28 **ARTICLE XII**

29 **INSURANCE AND RETIREMENT**

30
31
32 **Section 12.1. School Employees Benefits Board (State Health Insurance Plan).**

33 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide
34 funding for all bargaining unit members and their dependents as required by State law, the State
35 Operating Budget, and the School Employees Benefits Board (SEBB). Employees must work a
36 minimum of 630 hours per year to qualify for coverage (RCW 41.05.740.)
37

38 The employer agrees to provide timely information about SEBB insurance plans to eligible employees
39 during the school year (as required or recommended by SEBB) and at each open enrollment period.
40 If an employee is terminated or terminates their employment, their coverage will terminate at the end
41 of the current month. The District will follow federal requirements regarding COBRA.
42

43 **Section 12.1.1.**

44 The parties agree to abide by all laws relating to school district employee benefits. See
45 RCW 28A.400.275.
46

47 **Section 12.2.**

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

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Section 12.3.

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

Section 12.4.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise. Subject to approval by the Internal Revenue Service, federal income taxes on employee retirement contributions to PERS shall be deferred.

Section 12.5.

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

Section 12.6.

Medical examinations and health cards required as a condition of employment shall be paid by the District.

Section 12.7.

Hepatitis B immunization series shall be paid by the District for all employees required to take the series and, after prior approval, reimbursed for all employees choosing to take the series.

ARTICLE XIII

UNION MEMBERSHIP AND CHECKOFF

Section 13.1.

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

Section 13.2.

The District shall provide the PSE Chapter President with a list of all classified employees by November 1 of each year. The list will include the employee's name, classification, job title, email address, mailing address, and contracted workdays. The District, as part of the general orientation of each new employee subject to this Agreement, shall provide such employee with a copy of this Agreement. At the time of hire, the District shall inform the new employee of the terms and conditions of Article XIII of this Agreement. Within ten (10) workdays of the hire date, the District shall notify the Union of the name, address, and position of the newly hired employee.

Pursuant to RCW 41.56.037, the District agrees to provide the Goldendale PSE chapter reasonable access to new employees of the bargaining unit for the purposes of presenting information about the union. Access to the new employee will occur within 90 days of the employee's start date with the

1 District and shall be no less than 30 minutes. The access will occur during the new employee’s regular
2 work hours at the employee’s work site or at a location mutually agreed to by the District and union.

3
4 **Section 13.3. Checkoff.**

5 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes
6 such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds
7 deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

8 The District agrees to accept dues authorizations from PSE. PSE will provide a list of the members
9 who have agreed to Union membership. The PSE State Office will be the custodian of the records
10 related to dues authorizations and they agree that, as the custodian of the records, they have the
11 responsibility to ensure the accuracy and safe-keeping of those records.

12
13 **Section 13.4.**

14 The District shall payroll deduct ten dollars (\$10.00) from the October check of each employee, each
15 year, for local Chapter dues. These funds shall be turned over to the local Chapter Treasurer.

16
17 **Section 13.5. Political Action Committee.**

18 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
19 deduct from the pay of such bargaining unit employee the amount of contribution the employee
20 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the
21 Union dues transmittal check. Section 13.5. of the Collective Bargaining Agreement shall apply to these
22 deductions. The employee may revoke the request at any time. At least annually, the employee shall be
23 notified by the PSE State Office, about the right to revoke the request.

24
25
26
27
28 **ARTICLE XIV**

29
30 **GRIEVANCE PROCEDURES**

31
32 **Section 14.1.**

33 A claim by an employee or the Union that there has been a violation, misinterpretation or
34 misapplication of any provision of this Agreement may be processed as a grievance as hereinafter
35 provided.

36
37 In the event that an employee believes there is a basis for a grievance, the employee will first discuss
38 the alleged grievance with their building principal or other appropriate supervisor, either personally or
39 accompanied by their Union representative. If the grievance is not thus resolved, formal grievance
40 procedures may be instituted. However, the exhaustion of the informal procedure is not a condition
41 precedent in invoking the formal grievance procedure.

42
43 Shall both parties agree to hold timelines in abeyance at any step of the grievance procedure they shall
44 do so in writing.

45
46 **Section 14.2. STEP 1. Informal meeting with Principal or Supervisor.**

47 The grievant may invoke the formal grievance procedure through the Union on a grievance form. A
48 copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the

1 grievance involves more than one (1) school building, it may be filed with the Superintendent or a
2 representative designated by the Superintendent. A grievance must be filed within twenty (20)
3 workdays of the occurrence of which they complain.

4
5 Within five (5) workdays of receipt of the written grievance, the principal or appropriate supervisor
6 shall meet with the Union in an effort to resolve the grievance. The principal or appropriate supervisor
7 shall indicate their disposition of the grievance in writing within five (5) workdays of such meeting,
8 and shall furnish a copy thereof to the Union.

9
10 **Section 14.3. STEP 2. Superintendent or Designee.**

11 If the Union is not satisfied with the disposition of the grievance within five (5) workdays after receipt
12 of same, or if no disposition has been made within five (5) workdays of such meeting, or ten (10)
13 workdays from date of filing, whichever shall be later, the grievance shall be transmitted to the
14 Superintendent. Within five (5) workdays, the Superintendent or their designee shall meet with the
15 Union on the grievance and shall indicate their disposition of the grievance in writing within five (5)
16 workdays of such meeting, and shall furnish a copy thereof to the Union.

17
18 **Section 14.4. STEP 3. Board Of Directors.**

19 In the event the Union is not satisfied with the results of Step Two within five (5) workdays after
20 receipt of same, or in the event that no agreeable resolution is reached within ten (10) workdays after
21 they or the Union have first met with the Superintendent, they may ask the local Union to request a
22 meeting with the Board of Directors through the Superintendent or through the Chairman of the Board.

23
24 The Board of Directors shall, within twenty-five (25) workdays of the receipt of the request, confer
25 with the representatives of the local Union to hear the grievance and attempt to reach a satisfactory
26 solution. The Board shall transmit their official action or disposition of the grievance within ten (10)
27 workdays of the Board meeting.

28
29 **Section 14.5. STEP 4. Arbitration.**

30 If the Union is not satisfied with the disposition of the grievance by the Board within five (5) workdays
31 after receipt of same, or if no disposition has been made within the period above provided, the
32 grievance, only at the option of the Union, may be submitted before an impartial arbitrator. The Union
33 shall exercise its right of arbitration by giving the Superintendent written notice of its intention to
34 arbitrate within twenty (20) workdays of receipt of the written disposition of the Board. If the parties
35 cannot agree as to the arbitrator within five (5) workdays from the notification date that arbitration will
36 be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its
37 rules. Expedited rules shall govern the arbitration proceedings, except as provided in "Jurisdiction of
38 the Arbitrator". The Board and the Union shall not be permitted to assert in such arbitration
39 proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator", or to rely on any
40 evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and
41 binding upon both parties.

42
43 **Section 14.6. Arbitration Costs.**

44 Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if
45 any, shall be shared equally by the parties.

1 **Section 14.7. Jurisdiction of the Arbitrator.**

2 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The
3 arbitrator shall confine their inquiry to specific areas of the Agreement as cited in the grievance form.
4 The arbitrator shall make no awards nor substitute their knowledge for the expressed provisions of the
5 contract under question. The arbitrator shall rule exclusively as to the compliance or non-compliance
6 of the collective bargaining agreement. Upon request of either party, the merits of a grievance and the
7 substantive and procedural arbitrability issues arising in connection with that grievance may be
8 consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of
9 "arbitrability" of a grievance prior to having heard the merits of the grievance.

10
11 The decision of the arbitrator may be entered in any court of competent jurisdiction should either party
12 fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of
13 competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear
14 the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and
15 other related expenses incurred as a result of defending such action.

16
17 **Time Limits.** The time limits provided in this Article shall be strictly observed unless extended by
18 written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board
19 shall use its best efforts to process such grievance prior to the end of the school term or as soon
20 thereafter as possible. Failure of the Union to proceed with its grievance within the times hereinbefore
21 provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to
22 take the required action within the times provided shall entitle the Union to proceed to the next step on
23 the grievance procedure.

24
25 **Grievance and Arbitration Hearings.** All hearings or conferences pursuant to this grievance
26 procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all
27 parties entitled to attend to be present, including any and all witnesses.

28
29 **Individual Complaints.** If an individual employee has a personal complaint which they desire to
30 discuss with the supervisor, they are free to do so without recourse to the grievance procedure.
31 However, no complaint shall be adjusted without prior notification to the Union and opportunity for an
32 Union representative to be present, nor shall any such adjustment of the complaint be inconsistent with
33 the terms of this Agreement. In the administration of the grievance procedure, the interest of the
34 employee shall be the sole responsibility of the Union.

35
36 **Continuity of Grievance.** Notwithstanding the expiration of this Agreement, any claim or grievance
37 arising hereunder may be processed through the grievance procedure until resolution.

38
39 **Section 14.8.**

40 The grievance or arbitrations shall take place whenever possible on school time. The employer shall
41 not discriminate against any individual employee or the Union for taking action under this Article.
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ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1.

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 pay check.

Section 15.1.1.

The District shall comply with RCW 28A.400.300 when hiring new employees as well as current employees who come back to work after separating from employment.

Section 15.2.

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 15.2.1.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XVI, Section 16.3, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.

Section 15.3.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at prevailing State rate.

Section 15.4.

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

Section 15.5.

The District will pay employees at their regular rate of pay when the District requires them to take First Aid Training.

Section 15.6. Education Incentive Program.

The District will fund an educational incentive program for employees who complete courses of study within their job classification that are considered advantageous to the District, as determined mutually by the District and the Union.

Section 15.7.

The position of bilingual Paraeducator will be paid a stipend of fifty (\$50) dollars a month for their contracted time for a total of four-hundred and fifty (\$450) per contract year.

1 The position of bilingual Paraeducator will not be held legally responsible for any documents that they
2 may sign on behalf of Goldendale School District as an interpreter/translator.

3
4 The position of bilingual Paraeducator will be supplied a student's individual educational plan (IEP) in
5 cases where they will be translating; prior to meeting with parents.

6
7 **Section 15.8.**

8 All PSE bargaining unit employees will complete required trainings in order to maintain their
9 employment. The district will coordinate and communicate these requirements and opportunities. The
10 District will also provide access to computers and other technology needed to be successful in
11 obtaining required training and certificates.

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16 **ARTICLE XVI**

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18 **TERM AND SEPARABILITY OF PROVISIONS**

19
20 **Section 16.1.**

21 The term of this Agreement shall be September 1, 2022 to August 31, 2024.

22
23 **Section 16.2.**

24 All provisions of this Agreement shall be applicable to the entire term of this Agreement
25 notwithstanding its execution date, except as provided in the following section.

26
27 **Section 16.3.**

28 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
29 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
30 Schedule A and healthcare benefits.

31
32 **Section 16.3.1.**

33 The District agrees to pass through State BEA salary increases, and insurance benefit increases,
34 if any, during each year of the term of this Agreement.

35
36 **Section 16.4.**

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

39
40 **Section 16.5.**

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

43
44 **Section 16.6.**

45 In the event either of the two (2) previous sections is determined to apply to any provision of this
46 Agreement, such provision shall be renegotiated pursuant to Section 16.3.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

GOLDENDALE CHAPTER

BY: Diana Brokaw
Diana Brokaw, Chapter President

DATE: 12.13.22

GOLDENDALE SCHOOL DISTRICT

BY: Ellen Perconti
Dr. Ellen Perconti, Superintendent

DATE: 12.15.22

SCHEDULE A
GOLDENDALE SCHOOL DISTRICT #404
SEPTEMBER 1, 2022 TO AUGUST 31, 2023

107.5%

	(95%) Sub Rate	2022-23 Base	5 Year Longevity Base + 2%	10 Year Longevity Base + 4%	15 Year Longevity Base + 6%	20 Year Longevity Base + 8%	25 Year Longevity Base + 10%
Building Secretary	\$19.58	\$20.61	\$21.02	\$21.43	\$21.84	\$22.26	\$22.67
Library Technician	\$17.32	\$18.23	\$18.60	\$18.96	\$19.33	\$19.69	\$20.06
Paraeducator	\$16.87	\$17.76	\$18.11	\$18.47	\$18.82	\$19.18	\$19.53
Paraeducator (SE)	\$16.87	\$17.76	\$18.11	\$18.47	\$18.82	\$19.18	\$19.53
Playground Supervisor	\$15.53	\$16.35	\$16.68	\$17.00	\$17.33	\$17.66	\$17.99
Head Cook	\$19.04	\$20.04	\$20.44	\$20.84	\$21.24	\$21.64	\$22.04
Assistant Head Cook	\$17.89	\$18.83	\$19.21	\$19.59	\$19.96	\$20.34	\$20.72
Building Cook	\$17.09	\$17.98	\$18.34	\$18.70	\$19.06	\$19.42	\$19.78
Building Maintenance	\$20.59	\$21.67	\$22.11	\$22.54	\$22.97	\$23.41	\$23.84
Ground Maintenance	\$20.64	\$21.73	\$22.16	\$22.59	\$23.03	\$23.46	\$23.90
Assistant Mechanic	\$21.82	\$22.97	\$23.43	\$23.89	\$24.35	\$24.81	\$25.27
Bus Driver	\$21.32	\$22.45	\$22.89	\$23.34	\$23.79	\$24.24	\$24.69
Early Childhood Specialist	\$24.73	\$26.04	\$26.56	\$27.08	\$27.60	\$28.12	\$28.64
Speech/Language Tech	\$22.98	\$24.19	\$24.67	\$25.16	\$25.64	\$26.12	\$26.61
**Signing Assistant	\$19.53	\$20.55	\$20.97	\$21.38	\$21.79	\$22.20	\$22.61
Bus Driver Trainer	\$23.64	\$24.89	\$25.38	\$25.88	\$26.38	\$26.88	\$27.37

The District will pay necessary costs for commercial driver's license testing program.

Longevity anniversary dates will be September 1.

Starting 8/31/21 there is no credit incentive. Current employees receiving the full 2.24% credit incentive as of 8/31/21 will be grandfathered into that rate, and receive the 2021 4% increase (2% IPD + 2% District contribution) on top of their grandfathered hourly rate. Employees, if required by their position, would still need to continue their training requirements.

* Probationary rate was eliminated in 21-22 as a concession to a 6 month probation period.

** Salary for Signing Assistant may be adjusted based on the training level of the individual filing the position.

*** Sub rate was increased to 95% of base. All subs will be at base after 30 days of subbing.

Future COLA/IPD state allocated increases will be the same as certified staff through the duration of this schedule A, August 31, 2024.

State Minimum Wage for 2022 is: \$14.49

Other: District will agree to pay the initial Para test (test cost only). Employee will be required to reimburse the district if they leave before one year of employment.

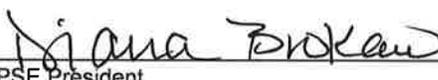
Effective September 1, 2022, Schedule A wages will increase by 2% plus the State funded increase.

Effective September 1, 2023, Schedule A wages will increase by 1% plus the State funded increase.

NOTE: District felt longevity needed to be adjusted to reward employees who have worked for the District five years or more. January 2023 District doubled Longevity Rates. Effective February 2023 pay period.

Schedule A may be reopened by mutual consent in the 2023-2024 school year to consider the impact of relevant legislation enacted following execution of this agreement, which may affect employee compensation.


 Goldendale School District #404
 1/26/23
 Date


 PSE President
 1-25-2023
 Date