

COLLECTIVE BARGAINING AGREEMENT BETWEEN
GOLDENDALE SCHOOL DISTRICT #404
AND
PUBLIC SCHOOL EMPLOYEES OF GOLDENDALE #418

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington/SEIU Local 1948
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DECLARATION OF PRINCIPLES

1. 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.
2. 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.
3. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
4. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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PREAMBLE

This Agreement is made and entered into between Goldendale School District Number 404 (hereinafter "District") and Public School Employees of Goldendale School District, an affiliate of Public School Employees of Washington (hereinafter "Union").

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

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.

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



1 **Section 1.4.**

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

8
9 **Section 1.5.**

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

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17 **RIGHTS OF THE EMPLOYER**

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19 **Section 2.1.**

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

29 **Section 2.2.**

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

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38 **RIGHTS OF EMPLOYEES**

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40 **Section 3.1.**

41 It is agreed that the employees, subject to the provisions of this Agreement shall have and shall be
42 protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
43 Union. The freedom of such employees shall be recognized as extending to participation in the
44 management of the Union, including presentation of the views of the Union to the Superintendent and
45 to the Board of Directors of the District. The District shall take whatever action required or refrain from
46 such action in order to assure employees that no interference, restraint, coercion or discrimination is
47 allowed within the District to encourage or discourage membership in any employee organization.
48
49



1 **Section 3.2.**

2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
3 Union representatives and/or to their immediate supervisor and to the Superintendent in accordance with
4 District policy and administrative procedures.
5

6 **Section 3.3.**

7 Employees of the units subject to this Agreement have the right to have Union representatives or other
8 persons present at discussions between themselves and supervisors as provided in the grievance procedure.
9

10 **Section 3.4.**

11 Each employee reserves the right to delegate any right or duty contained in this Agreement, exclusive of
12 compensation for services rendered, to appropriate officials of the Union.
13

14 **Section 3.5.**

15 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement on
16 the basis of race, national origin, language, creed, color, sex, religion, age, sexual orientation, gender
17 identity or expression, marital status or because of a physical handicap disability with respect to a position,
18 the duties of which may be performed efficiently by an individual without danger to the health or safety of
19 the physically disabled person or others.
20

21 **Section 3.5.1.**

22 Supervisors and employees shall conduct themselves with dignity and respect. Every effort shall be
23 made to avoid words or actions which may be interpreted as ridicule, slander, or abuse.
24

25 **Section 3.6. Evaluations.**

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

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

44
45 **RIGHTS OF THE UNION**

46
47 **Section 4.1.**

48 The Union has the right and responsibility to represent the interests of all employees in the unit; to present
49 its views to the District on matters of concern, either orally or in writing; to consult or be consulted with

1 respect to the formulation, development, and implementation of matters and practices which are within the
2 authority of the District; and to enter collective negotiations with the object of reaching an agreement
3 applicable to all employees within the units.
4

5 **Section 4.2.**

6 The Union shall be notified by the District of any grievances or disciplinary actions of any employee
7 subject to the provisions of this Agreement in accordance with the provisions of the Discharge and
8 Grievance Procedure Article contained herein. The Union is entitled to have an observer at hearings
9 conducted by any District official or body arising out of grievance and to make known the Union's views
10 concerning the case, provided that an observer for the Union may attend such hearings only with the
11 permission of the affected employee.
12

13 **Section 4.3.**

14 The Union reserves and retains the right to delegate any right or duty contained herein to appropriate
15 officials of the Public School Employees of Washington State Organization.
16

17 **Section 4.4.**

18 The President of the Union and their designated representatives will be provided time off without pay to a
19 maximum of six (6) days per year to attend regional or State meetings when the purpose of those meetings
20 is in the best interest of the District as determined by the District administration. The Union agrees to
21 indemnify and hold harmless the District with respect to any litigation and/or damages which arise out of
22 the operation and implementation of this provision.
23

24 **Section 4.5.**

25 The District shall provide bulletin board space in each school for the use of the Union. The bulletins
26 posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by
27 the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. There
28 shall be no other distribution or posting by employees or the Union of pamphlets, advertising, political
29 matters, notices of any kind, or literature on District property, other than herein provided. The District
30 reserves the right to post notices, announcements, etc., which are of interest and concern to Union
31 members.
32

33 **Section 4.5.1.**

34 The responsibility for the prompt removal of notices from the bulletin boards after they have
35 served their purpose shall rest with the individual who posted such notices.
36

37 **Section 4.6.**

38 The Union and its representatives may use the intra-District mail service and employee mail boxes to
39 communicate to classified employees. This shall include freedom from any censorship or screening by the
40 District representatives prior to distribution. The Union may use District school buildings for meetings and
41 to transact official business on school property at all reasonable times provided that this shall not interfere
42 with nor interrupt normal school operations or other scheduled building activities as determined by
43 checking with the Superintendent or designee.
44

45 **Section 4.7.**

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



1
2 **Section 4.8.**

3 The District shall not subcontract bargaining unit services during the term of this Agreement, provided,
4 however, that the District may contract for services necessary to the District's education responsibilities
5 but unavailable after good faith posting pursuant to Section 10.8 and consultation with the Union
6 President.
7

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9 **ARTICLE V**

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11 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

12
13 **Section 5.1.**

14 It is agreed and understood that matters appropriate for consultation and negotiation between the District
15 and the Union are hours, wages, grievance procedures and general working conditions of employees in the
16 bargaining unit subject to this Agreement.
17

18 **Section 5.2.**

19 It is further agreed and understood that the District will consult with the Union, and meet with the Union
20 upon its request, in the formulation of any changes being considered in existing benefits, policies,
21 practices and procedures.
22

23 **Section 5.3.**

24 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the
25 other party to advise, discuss or consult regarding matters concerning working conditions not covered by
26 this Agreement.
27

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29 **ARTICLE VI**

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31 **UNION REPRESENTATION**

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33 **Section 6.1.**

34 The Union will designate a Building Representative Committee of six (6) members representing each of
35 the three buildings and the transportation department together with two (2) Union officers who will meet
36 with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable
37 regular basis to discuss appropriate matters.
38

39 **Section 6.2.**

40 The Union representatives shall represent the Union and employees in meeting with officials of the
41 District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion
42 complaints or grievances of employees on District time and thereafter advise employees of rights and
43 procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances
44 or complaints. They may not, however, continue to advise the employee on courses of action after the
45 employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Union's
46 right to pursue the matter to conclusion. They may consult with the District on complaints without a
47 grievance being made by an individual employee.
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49

1 **Section 6.2.1.**

2 Union representatives, when leaving their work, shall first obtain permission from their immediate
3 supervisor. The supervisor's permission in these instances will normally be granted. The
4 employees will report their return to work to their supervisors.

5
6 **Section 6.2.2.**

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

11
12 **Section 6.3.**

13 Employees who work swing or graveyard shift, with their supervisor's approval, may be allowed to attend
14 PSE meetings for a maximum of ninety (90) minutes per meeting; provided, their building is secured and
15 locked before leaving; and, provided further, that they shall complete their regular duties. PSE meeting
16 time will not be paid.

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20 **ARTICLE VII**

21 **HOURS OF WORK AND OVERTIME**

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23
24 **Section 7.1.**

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

28
29 **Section 7.1.1.**

30 Employees shall be paid for all time worked.

31
32 **Section 7.2.**

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

36
37 **Section 7.3.**

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

43
44 **Section 7.4.**

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

1 **Section 7.5.**

2 Employees required to work through their regular lunch periods will be given time to eat at a time agreed
3 upon by the employee and supervisor. In the event the District requires an employee to forego a lunch
4 period and the employee works the entire shift, including the lunch period, the employee shall be
5 compensated for the foregone lunch period at one and one-half (1½) the regular rate.
6

7 **Section 7.6.**

8 Employees required to work a shift/hours outside their current classification, shall receive compensation
9 equal to the regular rate of pay at the appropriate level for their years of service in the district as listed on
10 Schedule A for that position (job title/classification), or their own regular rate of pay, whichever is higher.
11 The employee will receive the higher rate of pay if the assignment is at least 3 consecutive hours.
12

13 **Section 7.7.**

14 Recognizing that personnel in the Transportation classification present special shift problems, the parties
15 agree that shifts shall be established in that classification in relation to routes and driving times requisite to
16 fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that all bus drivers shall
17 receive pay for at least one-half (½) hour per day for the purpose of bus cleanup and bus warm-up in
18 addition to actual hours of driving time. Drivers will be paid a minimum of four (4) hours per day for
19 driving time and bus cleanup and warm-up. Additional time will be paid for those situations that are
20 unanticipated and verifiable, which require the driver's time and presence.
21

22 **Section 7.7.1.**

23 If a trip is cancelled or rescheduled after the driver has left their home the District agrees to pay the
24 employee two (2) hours of pay at their normal rate of pay for the inconvenience. If the trip is
25 canceled the driver will be entitled to the next trip available. If a trip's leave time is changed, the
26 assigned driver has the option to decline the trip as long as a replacement driver can be secured. If
27 a replacement driver cannot be secured, the original driver must take the trip.
28

29 **Section 7.7.2.**

30 In the event of a pandemic or other major public health emergency, the District and Union agree to
31 working collaboratively to create a needed MOU (s) based on the circumstances.
32

33 **Section 7.7.3.**

34 The District will follow the guidelines outlined in OSPI's Specifications for School Buses, along
35 with RCW 46.63.180 Automated School Bus Safety Cameras. If the video is utilized for an issue
36 that may affect the driver adversely – the driver will be provided the opportunity to review the
37 recording.
38

39 **Section 7.8.**

40 Extra trips shall be assigned on a seniority basis to regular transportation employees. The District may
41 assign extra trips to qualified drivers outside the unit when regular District drivers have been contacted
42 and have refused the trip. Extra trips are posted monthly. Drivers wanting extra trips should attend an
43 extra trip meeting. Senior drivers have first pick and trips will be equally divided between drivers wanting
44 extra trips.
45

46 **Section 7.8.1.**

47 The parties agree to abide by all laws relating to drug and alcohol testing in connection with CDL
48 license regulations. Testing will be conducted by the ESD 105 consortium or another outside
49

1 contractor. Personnel selected for the random drug and alcohol testing shall be paid for one (1)
2 hour at their regular rate.

3
4 **Section 7.8.2.**

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

7
8 **OFM 10.40.50.b**

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

11
12 **Eleven Hour Rule** - A traveler may be reimbursed for meal expenses when the traveler has been in
13 travel status for at least eleven hours.

14
15 **In travel status during the entire meal period** - Travelers must be in travel status during the entire
16 agency-determined meal period(s) in order to qualify to collect meal payments for meal(s), except
17 as provided in Subsection 70.15.10. The traveler may not stop for a meal just to meet the eleven-
18 hour rule.

19
20 **Section 7.9. Overtime.**

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

26
27 **Section 7.9.1.**

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

30
31 **Section 7.9.2.**

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

34
35 **Section 7.9.3.**

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

38
39 **Section 7.9.4.**

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

42
43 **Section 7.10.**

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

47
48 If the building or kitchen facilities are loaned without charge to a local group or charitable organization,
49 the District shall have the right to assign or not assign anyone to cover the building or facility.

1 **Section 7.11.**

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

5
6 **Section 7.12.**

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

11
12 **Section 7.12.1.**

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

17
18 **Section 7.13.**

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

22
23 **Section 7.14.**

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

27
28 **Section 7.15. Clothing Allowance.**

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

31
32 **Section 7.16.**

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

39
40 Paraeducators working with special education and/or behavior students will not be left alone with the
41 students within the school day without periodic check-ins by another staff member. Paraeducators working
42 with special education and/or behavior students outside of the main building will always have another
43 adult in the room.

44
45 **Section 7.16.1.**

46 The District will thoroughly investigate every safety report received, and take appropriate action.
47 The District shall provide necessary additional specific safety training as needed based on staff
48 assignment. Employees are expected to follow District policies when necessary to protect
49 themselves and students.

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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1.

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

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

Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at the rate set forth on Schedule A in effect at the time the holiday occurs. Employees on the active payroll on the holiday, and not on leave of absence, shall be eligible for pay for such unworked holiday. The District retains the right to request employees to furnish proof of illness for absences on the day before or the day after the holiday. Approved short-term leave without pay ("deduct day") shall not be considered leave of absence. Special workshops or in-service training days held in July or August shall not be considered active payroll for purposes of holiday eligibility.

Section 8.1.2. Worked Holidays.

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

Section 8.1.3. Holidays During Vacation.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 8.2. Vacations.

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

Section 8.2.1.

Years Completed

Vacation Days With Pay

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

Vacation may be carried over for one (1) year only.



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3 **ARTICLE IX**
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5 **LEAVES**
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7 **Section 9.1. Sick Leave.**

8 Each employee shall accumulate twelve (12) days sick leave per work year with no limitation on the
9 accumulation of unused sick leave. An employee who works eleven (11) workdays in any calendar month
10 will be given credit for the full calendar month. The District shall project the number of annual days of
11 sick leave at the beginning of the school year according to the estimated calendar months the employee is
12 to work during that year. The employee shall be entitled to the projected number of days of sick leave at
13 the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate
14 applicable to the employee's normal daily work shift; provided, however, that should an employee's
15 normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick
16 leave benefits will be paid in accordance with their normal daily work shift at the time the sick leave is
17 taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Should an
18 employee use sick leave beyond the number of days earned or accumulated, and then leave the District's
19 employ, the cost of said days taken which were paid to the employee shall be deducted from the
20 employee's final check.
21

22 The intent of sick leave is to make it possible for employees to be absent for legitimate purposes but not
23 for personal pleasure or profit. Any abuse of this leave provision as judged by the District shall result in
24 loss of pay for the days missed and/or disciplinary action.
25

26 Sick leave shall be applied to absence caused by illness or injury of an employee, or employee's family
27 member, as defined below. Sick leave may be used for medical, dental or ocular appointments when
28 absence during working hours for this purpose is authorized forty-eight (48) hours in advance by the
29 appropriate supervisor. In any instance involving use of a fraction of a day's sick leave, the minimum
30 charge to the employee's sick leave shall be one (1) hour.
31

- 32 1. When an employee will be absent from work due to illness, they shall give notice to the principal
33 or the person designated by the Superintendent to receive such notice no later than one-half (1/2)
34 hour before the employee's shift begins the first day of illness. If the absence may be for
35 consecutive days, the District should be notified of the probable date of return.
36
- 37 2. An employee returning from any illness, whether or not sick leave benefits have been paid, may be
38 required to submit a medical examination at the expense of the District, and on school time, in
39 order to establish medical fitness for the duties of the position before returning to work.
40

41 'Family member' defined:

- 42
- 43 ○ Child under age eighteen (18) (including a biological, adopted, or foster child, stepchild, or
44 a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto
45 parent)
 - 46 ○ Child over age eighteen (18) who is incapable of self-care (including a biological, adopted,
47 or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal
48 guardian, or is a de facto parent)
49



- Spouse, significant other, or registered domestic partner
- Parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee)
- Grandchild or grandparent
- Sibling (including biological, adopted, foster, or step sibling)
- Any relative residing in the employee's household
- Any family member of the employee's spouse or registered domestic partner as described above

Section 9.1.1. Sick Leave Attendance Incentive Program.

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

Section 9.1.2.

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

Section 9.2. Injury.

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

Section 9.3. Emergency Leaves.

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

Section 9.3.1. Bereavement Leave.

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



1 **Section 9.3.1.1. Exceptions.**

2 Exceptions to the definition of immediate family and/or the length of leave in Section 9.3.1
3 may be made by the Superintendent on a case-by-case basis without precedent and
4 deducted from the employee's sick leave.
5

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

7 Employees may be eligible to receive Paid Family and Medical Leave under the Washington State Family
8 and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a
9 minimum of eight hundred twenty (820) hours within the qualifying period, which shall be defined as the
10 first four of the last five completed calendar quarters starting from when the employee makes their claim
11 for benefits, (at any employer in Washington State). Such leave may be used consecutively with the
12 employee's other leave entitlements unless the employee elects otherwise. The District shall use the state
13 insurance as the carrier for PFML to ensure ongoing compliance with the law. Under PFML, eligible
14 employees may receive up to sixteen (16) weeks of paid leave following the birth or adoption of their
15 child. PFML may also be used to recover from a major surgery, illness, or injury, or to care for a family
16 member with a serious health condition. The employer is responsible for their portion of state
17 recommended premium. The employee for their portion as specified by the State.
18

19 **Section 9.5. Personal Leave.**

20 Annual (260 day) PSE employees will be allocated three (3) days of paid personal leave. Non-annual two
21 (2) personal paid days. No reason shall be required as to the purpose of using the personal leave day. The
22 employee shall be required to notify the District in advance to allow time to arrange a substitute. Personal
23 leave days may accumulate up to six (6) days or may be cashed out at the substitute rate on a yearly basis.
24 No more than two (2) employees per school building on any one day may use personal leave days.
25

26 **Section 9.6. Uncompensated Leaves.**

27 Leaves of absence without pay and in some cases without District-paid fringe benefit contributions may be
28 granted at the discretion of the Superintendent in accordance with adopted Board policy.
29

- 30 1. Sabbatical Leaves. One (1) year, after five (5) years employment, with all benefits except
31 salary.
32 2. Union Leave. No benefits contributed by District; or if contributed, employee will
33 reimburse via a payroll deduction.
34

35 **Section 9.7. Other Leaves.**

36 Shall include military leave or reserve or National Guard duties and will be uncompensated except for
37 insurance and other benefits.
38

39 **Section 9.8. Professional Leave.**

40 In specific cases, upon request by the employee's immediate supervisor, the Superintendent or the Board
41 may grant limited leaves with or without pay, transportation or reimbursement, expenses, registration fees,
42 and compensation as deemed necessary by the Board.
43

44 All such requests will be made in writing with sufficient time allowed to have said requests placed on the
45 Board agenda, if required.
46

47 **Section 9.9. Federal Family Leave.**

48 The parties agree to abide by the provisions of the Federal Family Leave Act.
49



1 **Section 9.10. Judicial Leave.**

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

5
6 **Section 9.11. Leave Sharing.**

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

- 10
11 1. The employee must suffer from, or have a relative or household member suffering from, an
12 extraordinary or severe illness, injury, impairment, or physical or mental condition which has
13 caused or is likely to cause the employee to take leave without pay or terminate their
14 employment. Documentation is required from a licensed physician or other authorized health
15 care practitioner verifying the severe or extraordinary nature of the condition, the employee's
16 required absence, a description of the medical problem, and expected date of return-to-work
17 status.
- 18
19 2. The employee has been called to service in the uniformed services, including voluntary or
20 involuntary service, in the armed forces, the National Guard, the commissioned public health
21 services, the Coast Guard, or any other category of persons designated by the President of the
22 United States in time of war or national emergency.
- 23
24 3. The employee has depleted all of their eligible leaves, and meets requirements of one (1) or
25 two (2) above.

26
27 A twelve (12) month employee may donate annual leave (vacation) provided the donation does not cause
28 the vacation leave balance to fall below ten (10) days.

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

32
33 **Section 9.12.**

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

40
41 **Section 9.13. Domestic Violence Leave.**

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

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ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

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

Section 10.1.1.

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

Section 10.2.

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

Section 10.3.

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

Section 10.4.

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

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change in Job Classification per Section 10.6.2.

Section 10.5.

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

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

Section 10.5.1.

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

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

1 **Section 10.6.**

2 Seniority rights shall be effective within the general job classification. As used in this Agreement, general
3 job classifications are those set forth in Article I, Section 1.4.
4

5 **Section 10.6.1.**

6 Employees who transfer from one classification to another or fill new or open positions pursuant to
7 Article X shall also serve a probationary period of sixty (60) workdays. During the probationary
8 period the employee shall receive the regular rate of pay for which the employee would be eligible;
9 the District may, however, at its discretion, reassign the employee to their previous job position,
10 based upon a reasonable explanation.
11

12 **Section 10.6.2.**

13 Employees who change job classifications within the bargaining unit as outlined in Section 1.4,
14 shall retain their seniority date in the previous classification for a period of one (1) year, this
15 seniority shall stop accruing on the last day in the previous classification. Notwithstanding that
16 they have acquired a new seniority date and a new classification.
17

18 **Section 10.6.3. Trial Period.**

19 Employees who change jobs have a ten (10) workday trial period to return to their former position.
20 A substitute employee may be utilized to replace the employee who changes jobs for a ten (10)
21 workday trial period. This section is exempt in regards to Section 10.9.2 and 10.9.3. (bumping).
22

23 **Section 10.7.**

24 The employee with the earliest hire date shall have preferential rights within their assigned classification
25 regarding shift selection, vacation periods and special services (including overtime). The employee with
26 the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs
27 or positions, and hours reduction not constituting a layoff when ability and performance are substantially
28 equal with junior employees. If the District determines that seniority rights should not govern because a
29 junior employee possesses ability and performance substantially greater than a senior employee or senior
30 employees, the District shall set forth in writing to the employee or employees and the President of the
31 Union its reasons why the senior employee or employees have been bypassed.
32

33 **Section 10.8.**

34 The District shall notify the President of the Union on the day of the posting of any new or open position.
35 The opening must be posted for a minimum of five (5) business calendar days before it is filled.
36

37 **Section 10.8.1.**

38 Any job posting must include the job title, location, and number of hours and the number of
39 contracted days. A complete description of the job shall be available by the District to any
40 applicant who requests it.
41

42 **Section 10.8.2.**

43 Any position that increases thirty (30) minutes or more shall be posted for all to apply so long as it
44 is not student specific. Additional time that was added during the school year that was not posted
45 for all to apply, shall not be included as part of the employee's hours for Bid Fair purposes per
46 (Section 10.9.2).
47
48
49



1 **Section 10.9.**

2 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
3 District according to seniority within the classifications affected by such layoff. In the event that the
4 District re-establishes the layoff positions or makes additional classified positions available, such
5 employees are to have priority, by seniority, in filling any opening within the classification(s) held prior to
6 layoff. Names shall remain on the reemployment list for one (1) year.
7

8 **Section 10.9.1.**

9 Individuals whose names are on the reemployment list, who elect to accept a position with the
10 District which is substantially less than the position previously held, shall remain an active name
11 on the reemployment list.
12

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

14 All bumping to avoid layoff is subject to the seniority bypass provision of Section 10.7 above. The
15 RIF/Layoff Bumping process will be as follows:
16

- 17 1. Bidding will be in order of seniority as stated on the attached list.
- 18
- 19 2. The bidder may select any position held by a more junior employee on the list to which
20 the employee is qualified. Shall the District feel that an employee is not qualified to
21 perform in a position that they selected, the District shall have the right to bypass the
22 senior employee as per Article X, Section 10.7. of the Collective Bargaining
23 Agreement.
24
- 25 3. A bidder cannot increase their regularly scheduled daily hours of work by thirty (30)
26 minutes or more of daily assigned time. Shall there be no other position available within
27 thirty (30) minutes of the employee's original daily assigned time; the senior bidder
28 shall have the right to bid into a position with greater number of hours closest to the
29 senior bidder's original daily assigned time by seniority as stated above.
30
- 31 4. Shall the senior bidder displace "bump" a more junior employee, they shall then
32 become eligible to "bump."
33
- 34 5. This process continues until there are no more positions available.
35
- 36 6. Only employees affected by a "bump" will have the opportunity to bid.
37
- 38 7. Each bidder shall have fifteen (15) minutes to make their bidding selection. Once
39 exercised, a bidder may not change or rescind their bid.
40
- 41 8. Failure to bid in person or by proxy shall forfeit the right to bid, placing the member
42 either in any available similar position upon the completion of the bid fair or in layoff
43 status.
44
- 45 9. Employees who are currently in bilingual required positions will follow the same
46 process as outlined above, but will only be able to bump into bilingual required less
47 senior positions. In the event there are no bilingual required positions available, the
48 employee will have the right to bump into a non-bilingual position.
49

1 10. Employees remaining upon the completion of the bidding process shall be placed in
2 layoff subject to recall by seniority to positions to which they are qualified as per
3 Article, X, Section 10.9. of the Collective Bargaining Agreement.

4
5 **Section 10.9.3. Reduction in Hours - Bumping Process.**

6 In the event the District reduces an employee's hours of work by thirty-one (31) minutes or more
7 of regular daily assigned time, the impacted employee shall have bumping rights as provided for in
8 Section 10.9.2. above.

9
10 **Section 10.10.**

11 An employee on layoff status shall file their address in writing with the personnel office of the District and
12 shall thereafter promptly advise the District in writing of any change of address.

13
14 **Section 10.11.**

15 An employee shall forfeit rights to reemployment as provided in Section 10.9, or if they do not respond to
16 the offer of reemployment within ten (10) calendar days. The following procedure in regards to offering of
17 reemployment shall be as follows:

- 18 1. Notify the employee they are being offered reemployment status of a position that is similar in
19 wages, hours and working conditions.
- 20 2. Have the employee come in and sign indicating that they were offered reemployment.
- 21 3. If the employee is unable to be reached by phone and does not sign on the day of the offer, a
22 certified letter shall be mailed to the employee indicating the offer of reemployment.
- 23 4. It is the responsibility of the employee to notify the District of any address changes. The certified
24 letter will be mailed to the last known address on file.
- 25 5. The employee has ten (10) calendar days from the date of the offer to sign the offer or forfeits all
26 rights to reemployment with the District.

27
28
29 **Section 10.12.**

30 An employee on layoff status who rejects an offer by the District in writing of reemployment forfeits
31 seniority and all other accrued benefits, provided that such employee is offered a position substantially
32 equal to that held prior to layoff.

33
34
35 **ARTICLE XI**

36
37 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

38
39 **Section 11.1.**

40 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
41 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the
42 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the
43 employee before other employees or the public. It shall also be done in a timely manner, as soon as
44 practicable after the incident(s) which led to disciplinary action. Progressive discipline shall generally be
45 followed as such: verbal reprimand, written reprimand, suspension and termination. Any discipline that is
46 in the file shall be removed from the personnel file after two (2) years at the request of the employee, if no
47 like incidents have occurred. Materials removed from an employee's file in such a manner shall not be
48 considered in future disciplinary action.

1 **Section 11.1.1. Investigatory Interviews / Disciplinary Actions.**

2 In the event a formal investigatory interview is going to be conducted, each employee has the right
3 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 be
14 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 employee
18 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

29 **ARTICLE XII**

30 **INSURANCE AND RETIREMENT**

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

32 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding
33 for all bargaining unit members and their dependents as required by State law, the State Operating Budget,
34 and the School Employees Benefits Board (SEBB). Employees must work a minimum of six hundred
35 thirty (630) hours per year to qualify for coverage (RCW 41.05.740.)
36
37
38

39 The employer agrees to provide timely information about SEBB insurance plans to eligible employees
40 during the school year (as required or recommended by SEBB) and at each open enrollment period.
41 If an employee is terminated or terminates their employment, their coverage will terminate at the end of
42 the current month. The District will follow federal requirements regarding COBRA.
43

44 **Section 12.1.1.**

45 The parties agree to abide by all laws relating to school district employee benefits. See
46 RCW 28A.400.275.
47

48 **Section 12.2.**

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

1
2 **Section 12.3.**

3 The District shall make required contributions for State Industrial Insurance on behalf of all employees
4 subject to this Agreement.
5

6 **Section 12.4.**

7 In determining whether an employee subject to this Agreement is eligible for participation in the
8 Washington State Public Employees' Retirement System, the District shall report all hours worked,
9 whether straight time, overtime, or otherwise. Subject to approval by the Internal Revenue Service,
10 federal income taxes on employee retirement contributions to PERS shall be deferred.
11

12 **Section 12.5.**

13 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan. On
14 receipt of a written authorization by an employee, the District shall make the requisite withholding
15 adjustments, and deductions from the employee's salary.
16

17 **Section 12.6.**

18 Medical examinations and health cards required as a condition of employment shall be paid by the
19 District.
20

21 **Section 12.7.**

22 Hepatitis B immunization series shall be paid by the District for all employees required to take the series
23 and, after prior approval, reimbursed for all employees choosing to take the series.
24
25
26

27 **ARTICLE XIII**

28 **UNION MEMBERSHIP AND CHECKOFF**

29
30
31 **Section 13.1.**

32 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of
33 the Union in good standing, shall maintain membership in the Union in good standing unless membership
34 is revoked through contact with the Union.
35

36 **Section 13.2.**

37 The District shall provide the PSE Chapter President with a list of all classified employees by November 1
38 of each year. The list will include the employee's name, classification, job title, email address, mailing
39 address, and contracted workdays. The District, as part of the general orientation of each new employee
40 subject to this Agreement, shall provide such employee with a copy of this Agreement. At the time of
41 hire, the District shall inform the new employee of the terms and conditions of Article XIII of this
42 Agreement. Within ten (10) workdays of the hire date, the District shall notify the Union of the name,
43 address, and position of the newly hired employee.
44

45 Pursuant to RCW 41.56.037, the District agrees to provide the Goldendale PSE chapter reasonable access
46 to new employees of the bargaining unit for the purposes of presenting information about the union.
47 Access to the new employee will occur within ninety (90) days of the employee's start date with the
48 District and shall be no less than thirty (30) minutes. The access will occur during the new employee's

1 regular work hours at the employee's work site or at a location mutually agreed to by the District and
2 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 such
6 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
7 the Treasurer of the Public School Employees of Washington on a monthly basis.

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

13
14 **Section 13.4.**

15 The District shall payroll deduct ten dollars (\$10) from the October check of each employee, each year, for
16 local Chapter dues. These funds shall be turned over to the local Chapter Treasurer.

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

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

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 misapplication
34 of any provision of this Agreement may be processed as a grievance as hereinafter provided.

35
36 In the event that an employee believes there is a basis for a grievance, the employee will first discuss the
37 alleged grievance with their building principal or other appropriate supervisor, either personally or
38 accompanied by their Union representative. If the grievance is not thus resolved, formal grievance
39 procedures may be instituted. However, the exhaustion of the informal procedure is not a condition
40 precedent in invoking the formal grievance procedure.

41
42 Shall both parties agree to hold timelines in abeyance at any step of the grievance procedure they shall do
43 so in writing.

44
45 **Section 14.2. STEP 1. Informal Meeting with Principal or Supervisor.**

46 The grievant may invoke the formal grievance procedure through the Union on a grievance form. A copy
47 of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance
48 involves more than one (1) school building, it may be filed with the Superintendent, or a representative

1 designated by the Superintendent. A grievance must be filed within twenty (20) workdays of the
2 occurrence of which they complain.

3
4 Within five (5) workdays of receipt of the written grievance, the principal or appropriate supervisor shall
5 meet with the Union in an effort to resolve the grievance. The principal or appropriate supervisor shall
6 indicate their disposition of the grievance in writing within five (5) workdays of such meeting, and shall
7 furnish a copy thereof to the Union.

8
9 **Section 14.3. STEP 2. Superintendent or Designee.**

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

16
17 **Section 14.4. STEP 3. Board of Directors.**

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

22
23 The Board of Directors shall, within twenty-five (25) workdays of the receipt of the request, confer with
24 the representatives of the local Union to hear the grievance and attempt to reach a satisfactory solution.
25 The Board shall transmit their official action or disposition of the grievance within ten (10) workdays of
26 the Board meeting.

27
28 **Section 14.5. STEP 4. Arbitration.**

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

40
41 **Section 14.6. Arbitration Costs.**

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

44
45 **Section 14.7. Jurisdiction of the Arbitrator.**

46 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The
47 arbitrator shall confine their inquiry to specific areas of the Agreement as cited in the grievance form. The
48 arbitrator shall make no awards nor substitute their knowledge for the expressed provisions of the contract
49 under question. The arbitrator shall rule exclusively as to the compliance or non-compliance of the

1 collective bargaining agreement. Upon request of either party, the merits of a grievance and the
2 substantive and procedural arbitrability issues arising in connection with that grievance may be
3 consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of
4 "arbitrability" of a grievance prior to having heard the merits of the grievance.
5

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

12 **Time Limits.**

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

21 **Grievance and Arbitration Hearings.**

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

26 **Individual Complaints.**

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

34 **Continuity of Grievance.**

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

38 **Section 14.8.**

39 The grievance or arbitrations shall take place whenever possible on school time. The employer shall not
40 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 dollars (\$50) a month for their contracted time for a total of four hundred fifty (\$450) per contract year.

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



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

4 **Section 15.8.**

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

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12 **ARTICLE XVI**

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14 **TERM AND SEPARABILITY OF PROVISIONS**

15
16 **Section 16.1.**

17 The term of this Agreement shall be September 1, 2024 to August 31, 2027.
18

19 **Section 16.2.**

20 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
21 its execution date, except as provided in the following section.
22

23 **Section 16.3.**

24 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
25 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
26 Schedule A and healthcare benefits.
27

28 **Section 16.3.1.**

29 The District agrees to pass through State BEA salary increases, and insurance benefit increases, if
30 any, during each year of the term of this Agreement.
31

32 **Section 16.4.**

33 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
34 of this Agreement shall not be affected thereby.
35

36 **Section 16.5.**

37 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State
38 or Federal statutes or regulations promulgated pursuant thereto.
39

40 **Section 16.6.**

41 In the event either of the two (2) previous sections is determined to apply to any provision of this
42 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

GOLDENDALE SCHOOL DISTRICT

BY: Tina P. Goodnight BY: Ellen Perconti
Tina Goodnight, Chapter President Dr. Ellen Perconti, Superintendent

DATE: May 6, 2025 DATE: May 6, 2025



**SCHEDULE A
GOLDENDALE SCHOOL DISTRICT #404
SEPTEMBER 1, 2025 TO AUGUST 31, 2026**

103.0%

	(95%) Sub Rate	2025-26 Base (+3% from 24-25)	5 Year Longevity Base + 5%	10 Year Longevity Base + 7%	15 Year	20 Year	25 Year
					Longevity Base + 9%	Longevity Base + 11%	Longevity Base + 13%
Building Secretary	\$21.90	\$23.05	\$24.20	\$24.66	\$25.12	\$25.59	\$26.05
Library Technician	\$19.86	\$20.91	\$21.96	\$22.37	\$22.79	\$23.21	\$23.63
Paraeducator	\$19.35	\$20.37	\$21.39	\$21.80	\$22.20	\$22.61	\$23.02
Paraeducator (SE)	\$19.35	\$20.37	\$21.39	\$21.80	\$22.20	\$22.61	\$23.02
Classroom Assistant	\$18.38	\$19.35	\$20.32	\$20.71	\$21.09	\$21.48	\$21.87
Playground Supervisor	\$17.38	\$18.29	\$19.20	\$19.57	\$19.94	\$20.30	\$20.67
Head Cook	\$21.29	\$22.41	\$23.53	\$23.98	\$24.43	\$24.88	\$25.32
Assistant Head Cook	\$20.01	\$21.06	\$22.11	\$22.53	\$22.96	\$23.38	\$23.80
Building Cook	\$19.10	\$20.11	\$21.12	\$21.52	\$21.92	\$22.32	\$22.72
Building Maintenance	\$23.03	\$24.24	\$25.45	\$25.94	\$26.42	\$26.91	\$27.39
Ground Maintenance	\$23.09	\$24.30	\$25.52	\$26.00	\$26.49	\$26.97	\$27.46
Assistant Mechanic	\$24.41	\$25.69	\$26.97	\$27.49	\$28.00	\$28.52	\$29.03
Bus Driver	\$23.85	\$25.11	\$26.37	\$26.87	\$27.37	\$27.87	\$28.37
Early Childhood Specialist	\$27.66	\$29.12	\$30.58	\$31.16	\$31.74	\$32.32	\$32.91
Speech/Language Tech	\$25.71	\$27.06	\$28.41	\$28.95	\$29.50	\$30.04	\$30.58
**Signing Assistant	\$21.84	\$22.99	\$24.14	\$24.60	\$25.06	\$25.52	\$25.98
Bus Driver Trainer	\$26.44	\$27.83	\$29.22	\$29.78	\$30.33	\$30.89	\$31.45

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.

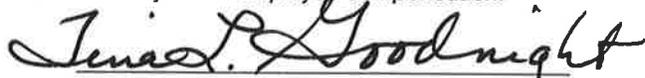
Future IPD state allocated increases will be the same as certified staff through the duration of this schedule A,

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.

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 The District effective September 1, 2024 increased the longevity another 3% per category over 5 years.

Schedule A may be reopened by mutual consent in the 2025-2026 school year to consider the impact of relevant legislation enacted following execution of this agreement, which may affect employee compensation.


Goldendale School District #404
Date May 6, 2025


PSE President
Date May 6, 2025

