

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Battle Ground School District

AND

**Public School Employees of
Battle Ground PSE**

SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2012

Public School Employees of Washington
PO Box 798
Auburn, WA 98071-0798

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DECLARATION OF PRINCIPLES

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

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PREAMBLE

This Agreement is made and entered into between Battle Ground School District Number 119 (hereinafter "District") and Public School Employees of Battle Ground, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

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1 **Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person
2 whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential
3 relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).
4

5 **Section 1.3.** The bargaining unit to which this Agreement is applicable shall consist of all
6 classified employees in the following job classifications: custodial, warehouse, maintenance/grounds,
7 media information technicians, para educators, special education assistants, basic education assistants,
8 professional technicians, campus security, traffic safety driver, and secretarial.
9

10 **Section 1.3.1.** Excluded from the bargaining unit shall be the following: director of buildings
11 and grounds, purchasing agent, supervisors of transportation, custodial services, maintenance (crafts
12 and trades) and grounds (operators), supervisor of print shop/public information officer, data
13 processing supervisor, and all central office support staff except secretary for learning support program
14 and secretary to operations, assistant secretary to operations, secretary to planning, and transportation
15 secretary.
16

17 **Section 1.3.2.** Temporary employees will be defined as employees who are assigned to a
18 specific job for the duration of no less than ten (10) working days, and no more than ninety (90)
19 working days. Temporary positions shall not apply to classroom overload aides.
20

21 **Section 1.3.3.** Temporary employees will be eligible for all benefits as provided in this
22 Agreement for the duration of the temporary position with the following exceptions.
23

- 24 A. Article IX (Section 9.5 through 9.6) and Article XII will not apply to temporary employees.
- 25 B. If it is determined to make the temporary position permanent, the temporary employee must
26 apply for the open position (if interested) and is in no manner assured of any special
27 consideration.
28
- 29 C. Temporary employees are eligible for insurance benefits only as defined in Section 14.1.
- 30 D. Seniority starts with first day of continuous temporary employment if hired.
31

32 **Section 1.3.4.** The District retains the right to employ temporary personnel, student workers or
33 contracted sources in these situations or circumstances where the regular staff cannot or are unable to
34 complete the work in an expeditious or timely manner.
35

36 **Section 1.4.** Job descriptions for all positions covered by this Agreement shall be provided to the
37 Association president and executive board annually.
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39 **Section 1.5.** Substantial modification of existing positions and pay rates for new positions created by
40 the District shall require reopening of this Agreement pursuant to Article XX, Section 20.3.
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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, evaluate and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2.2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3. Employees of the unit subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4. Neither the District, nor the Association, shall discriminate illegally against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, marital status or because of sensory, mental or physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

1 **Section 3.5. District Personnel Files.** Employees shall, upon request, have the right to inspect all
2 contents of their complete personnel file kept in the district office. Upon request, a copy of any
3 documents contained therein shall be provided the employee at District expense. The District shall
4 maintain only one personnel file. However, the supervisor may also keep records for evaluation
5 purposes in his/her staff files. After one (1) year the information needs to be moved to the District
6 personnel file or be destroyed.

7
8 The employee personnel file shall be reviewed in a private place provided in the District human
9 resources office. The employee or the personnel officer may request others be present at this review.

10
11 No derogatory reference to any employee's competence, character, or manner shall be kept or placed in
12 the personnel file without the employee's knowledge and exclusive right to attach his/her own written
13 comments. Disagreement by an employee with the appropriateness of the materials filed in the
14 employee's file may be a matter to be pursued through the negotiated grievance procedure. However,
15 an employee may not grieve those materials which have been previously reviewed and signed or which
16 the employee had a fair opportunity to question or grieve at the time of its inclusion in the file, or any
17 evaluation materials. Upon request from the employee, the District shall remove any document of a
18 derogatory nature from the employee's file three (3) years or more after its inclusion in the file;
19 provided, however, that the particular problem cited has not recurred during such time.

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21 An employee may ask for a hearing with the director of human resources for review and removal of a
22 document.

23
24 **Section 3.6. Evaluations.** Each employee's performance shall be evaluated annually in writing by the
25 employee's immediate supervisor. Bargaining unit members will not administer such evaluations. The
26 employee's immediate supervisor can seek input of his/her performance from other bargaining unit
27 members. Performance evaluations shall fairly and accurately reflect each employee's actual duty
28 performance.

29
30 **Section 3.6.1.** All performance evaluations reflecting an unsatisfactory level of performance shall
31 state specific reasons for the unsatisfactory rating, remedial action necessary by the employee needed
32 to cure the unsatisfactory rating, and specific remedial training recommended as an aid to curing the
33 unsatisfactory rating. The employee's performance in the unsatisfactory category shall be reviewed in
34 a conference with the employee, a representative of the Union, and the immediate supervisor every
35 thirty (30) days until such time as the unsatisfactory performance has been remedied, or until a
36 decision to terminate has been made. A written statement of the matters reviewed at each conference
37 and a written statement acknowledging that the unsatisfactory performance has been remedied will be
38 attached to the evaluation at issue.

39
40 **Section 3.6.2.** Any formal complaint made against an employee by any parent, student, or other
41 person shall be called to the attention of the employee as soon as possible. A complaint which could
42 reasonably affect the employee's evaluation or which might result in disciplinary action against the
43 employee must be submitted in writing to the employee's supervisor. Within five (5) working days,
44 this formal complaint shall be called to the attention of the employee along with a copy of the written
45 complaint affording the employee the right and opportunity to answer such complaint.

1 **Section 4.6.** Representatives of the Association, upon approval of building administrator, shall have
2 access to the District premises during business hours, provided, that no conferences or meetings
3 between employees and Association representatives will in any way hamper or obstruct the normal
4 flow of work.

5
6 **Section 4.7.** The District shall provide a bulletin board space in each school for the use of the
7 Association. The bulletins posted by the Association are the responsibility of the officials of the
8 Association. Each bulletin shall be signed by the Association official responsible for its posting.
9 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by
10 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or
11 literature on District property, other than herein provided.

12
13 **Section 4.7.1.** The responsibility for the prompt removal of notices from the bulletin boards after
14 they have served their purpose shall rest with the individual who posted such notices.

15
16 **Section 4.8.** The Association may use employee mail boxes to communicate with members. The
17 Association shall have the right to use District buildings for meetings and to transact Association
18 business after normal working hours and at such times that will not interfere with the normal operation
19 of the business of the District and which will entail no additional costs for building maintenance or
20 custodial care. The Association agrees to make arrangements with the building principal and obtain a
21 Facilities Use Permit for use of school facilities for meetings.

22 23 24 25 **ARTICLE V**

26 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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29 **Section 5.1.** The parties agree that it has been and will continue to be in their mutual interest and
30 purposes to promote systematic and effective employee-management cooperation; to confer and
31 negotiate in good faith on wages, hours and general working conditions as prescribed by the statutes of
32 the State of Washington.

33 34 35 36 **ARTICLE VI**

37 **ASSOCIATION REPRESENTATION**

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40 **Section 6.1.** The Association will designate a conference committee consisting of no more than
41 five (5) representatives who will meet with the superintendent of the District and/or the
42 superintendent's representatives to discuss matters of mutual concern. Meetings shall be held monthly,
43 or as needed, at 4:00 p.m. on a date mutually agreeable to both parties. All agenda items must be
44 submitted to the superintendent at least three (3) days prior to the meeting. If the District calls the
45 meeting, employees shall be compensated at their regular hourly rate for attendance at conference
46 committee meetings.

1 **Section 7.4.** Part-time employees will be provided with a rest period during their shift, provided the
2 shift is three (3) hours or longer. The rest period will be equivalent to fifteen (15) minutes at a
3 mutually agreeable time during the shift.
4

5 **Section 7.5.** Employees required to work through their regular lunch periods will be given time to eat
6 at a time agreed upon by the employee and the supervisor. In the event the District requires an
7 employee to forego the lunch period and the employee works the entire shift, including the lunch
8 period, the employee shall be compensated for the foregone lunch period at overtime rates. Any
9 employee who works a shift of more than five (5) hours shall have a lunch period at a time determined
10 by the District after considering an employee's request for length of lunch period. No compensation
11 will be given for this lunch period.
12

13 **Section 7.6.** If there are fifteen (15) minutes or less between work periods, compensated time shall
14 continue uninterrupted for all employees.
15

16 **Section 7.7.** Employees, regardless of classification, requested to work a position regularly filled by a
17 higher classification employee shall receive compensation starting on the third (3rd) consecutive day
18 equal to the rate of pay for the position worked plus longevity rate he/she qualifies for on the basis of
19 his/her own length of service. There shall be adjustments that allow for only two (2) position upgrades
20 per absence at location. Employees in Community Education Pre-School and Print Shop shall receive
21 compensation for upgrades on day one (1).
22

23 **Section 7.7.1.** When a properly qualified PSE member is requested by the District to provide
24 ESL interpretative services for an IEP, parent meeting, or translation of documents, that individual
25 will be compensated at double his/her hourly rate. This rate is consistent with the rate for foreign
26 language translators and interpreters approved by the board of directors April 26, 1994.
27

28 **Section 7.8.** Night custodians, with their supervisor's approval, may be allowed to attend PSE
29 meetings for a maximum of ninety (90) minutes per meeting provided their building is secured and
30 locked before leaving, and provided further that they shall complete their regular duties.
31

32 **Section 7.9.** In the event of an unusual school closure due to inclement weather, plant inoperation, or
33 the like, the District will notify the snow network; provided, however, that employees leaving for work
34 before the information is broadcast on the radio and reporting to work shall receive a minimum of two
35 (2) hours pay at their base rate in the event of such a closure.
36

37 **Section 7.10.** Employees working with asbestos shall be trained and certified and will perform the
38 work.
39

40 **Section 7.11.** For each school building overload, classroom assistant hours shall first be assigned to
41 regular District employees within the building and within the classification on a seniority basis and
42 when the assignment does not disrupt current schedules. Overload assignments filled in this manner
43 will not require posting.
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45 **Section 7.12.** When formulating classified work hours available for each school, secretarial time will
46 be formulated separately from BEA time.
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1 **Section 7.13.** All classified personnel will be allowed to work their regular hours on early release and
2 late start days. In addition, on these days and upon the request of the teacher, SEA, and para educator
3 classified employees may participate in the parent conferences of those students with whom they work
4 directly and receive pay for such at their regular hourly rate.
5

6 **Section 7.14. Head Custodians.** The following working conditions shall apply to head custodians.
7

8 **Section 7.14.1.** Head custodians will provide input to the custodial supervisor for the yearly
9 performance evaluation of all custodians on his/her campus. Evaluations will be signed by the
10 custodial supervisor. Head custodians agree to sit down with custodians to review evaluations, if
11 deemed necessary.
12

13 **Section 7.14.2.** The custodial supervisor will evaluate head custodians consistent with the above
14 procedures.
15

16 **Section 7.15.** Classified staff are not to be left alone in a regular classroom for more than ten (10)
17 minutes without the supervision of a certificated employee. In an emergency where certificated
18 coverage cannot be provided and it becomes necessary for the classified employee to supervise a
19 regular classroom for periods exceeding twenty (20) minutes, that staff member will be paid at a rate
20 double his/her hourly pay. The use of an instructional aide in this manner will be consistent with
21 RCW 28A.405.465. During the 2008-09 school year, the number of minutes SEA's are left alone
22 without certified staff will be tracked and reviewed in the fall of 2009.
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26 **ARTICLE VIII**

27 **SPECIAL ASSIGNMENT PROVISIONS**

28 **Section 8.1.** All hours worked in excess of forty (40) hours per week or eight (8) hours per day shall
29 be compensated at one and one-half (1½) times the employee's base salary.
30

31 **Section 8.1.1.** Prior approved overtime may be taken either at overtime rates or as compensatory
32 time at the employee's option. Compensatory time shall be taken at the overtime rate of one and one-
33 half (1½) hours for each one (1) hour worked. A record of such time shall be kept. Compensatory
34 time taken shall be by mutual agreement between the District and the employee. The time off must be
35 given within the same pay period that the overtime is worked or within the following pay period.
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38 **Section 8.2.** Employees called back on a regular work day, or called on the sixth (6th) or seventh (7th)
39 consecutive work day, shall receive no less than two (2) hours pay.
40

41 **Section 8.3. Substitute And/Or Overtime Determination For Employees.**

42 **Section 8.3.1.** All employees who indicate to their supervisor that they are interested in
43 substitute and/or overtime work will be placed on a rotating list with the order established by building
44 seniority.
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1 **Section 8.3.2.** As substitute and/or overtime work becomes available, the person at the top of the
2 list shall have the right to the substitute and/or overtime work provided they are qualified as outlined in
3 Section 8.3.4.
4

5 **Section 8.3.3.** Should the person at the top of the list decline the work, their name shall go to the
6 bottom of the list and the next person on the list shall be offered the work.
7

8 **Section 8.3.4.** Should the person at the top of the list not be acquainted with the position and
9 responsibilities of the work offered, the next person on the list will be offered the substitute and/or
10 overtime work provided they are qualified. The supervisor shall determine whether the employee has
11 sufficient knowledge of the position and responsibilities to perform the assignment. If a person is not
12 given substitute and/or overtime work because of insufficient knowledge of the assignment, they shall
13 retain their position on the rotating list for the next substitute and/or overtime assignment.
14

15 **Section 8.3.5.** If a person works in more than one building, they can be included on only one (1)
16 substitute and/or overtime list.
17

18 **Section 8.3.6.** Substitute and/or overtime seniority shall apply only to the building in which the
19 employee is assigned.
20

21 **Section 8.3.7.** The District agrees to provide employees with as much advance notice of
22 substitute and/or overtime requirements as is practicable in the circumstances.
23

24 **Section 8.3.8. Custodial Substitute Pool.** Current PSE members employed by the School
25 District could receive extra hours of work and the District could establish a good custodial substitute
26 pool.
27

28 The District would advertise internally the opportunity for extra work, part-time, as a custodial
29 substitute. The opportunity could be considered as a potential career path for interested employees.
30

31 These employees would be different than the current Collective Bargaining Agreement substitutes
32 included in Article VIII, Section 8.3 through Section 8.3.7.
33

34 Extra hours worked as a custodial substitute would not increase the employees' FTE amount received
35 from their regular assignment for any benefits.
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37 Interested employees would need to be able to work a two (2) hour minimum shift or longer without
38 placing themselves into overtime. Employees will receive their regular rate of pay.
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ARTICLE IX

HOLIDAYS AND VACATIONS

Section 9.1. All employees shall receive the following paid holidays that fall within their work year.

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| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King's Birthday | 9. Day before Thanksgiving |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Memorial Day | 11. Day after Thanksgiving |
| 5/6. Independence Day-2 (10 months or more) | 12. Christmas Eve |
| 7. Labor Day | 13. Christmas Day |
| | 14. New Year's Eve Day (11 months or more) |

Section 9.1.1. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 9.1.2. All employees who work during the first week of the school year will be paid for the Labor Day holiday. All employees whose assignment is for ten (10) or more months, or employees who work a summer position and are employed (start) by the 4th of July will be paid for the 4th of July holiday.

Section 9.1.3. All employees whose assignment is for ten (10) months or more will be paid for two (2) holidays in observance of Independence Day. These holidays will be paid at ten (10) hours per day for employees scheduled to work forty (40) hours per week during the week of the 4th of July holiday. Employees who are scheduled to work less than forty (40) hours per week will receive pay equal to one fourth (1/4) of their hours per week for each holiday.

Section 9.1.4. All employees whose assignment is for eleven (11) months or more will be paid for the New Year's Eve Day holiday.

Section 9.2. Unworked Holidays. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are not on unpaid leave, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

Section 9.2.1. Unworked Holidays as Workdays. A paid holiday shall be considered a workday for purposes of determining overtime pay or compensatory time during an employee's work week.

1 **Section 9.3. Worked Holidays.** Employees who are required to work on the above described
2 holidays shall receive the pay due them for the holiday, plus time and one-half (1½) for all hours
3 worked on such holidays.
4

5 **Section 9.4. Holidays During Vacation.** Should a holiday occur while an employee is on vacation,
6 the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.
7

8 **Section 9.5. Vacations.** Full-time employees and less than full-time employees working in
9 assignments of two-hundred sixty (260) days, twelve (12) months annually, shall receive paid vacation
10 in the manner prescribed by this article. Employees who work a full eight (8) hour shift for ten (10)
11 months or more each year and a minimum of two hundred (200) days shall be eligible for prorated
12 vacation. Vacation shall be calculated according to the following schedule.
13

14 **Section 9.5.1. Vacation Credit.** When employees transfer from a position where no vacation
15 credit is earned to a position earning vacation, the hours worked for the District within the bargaining
16 unit will be totaled to determine the number of years for vacation credit, the total number of hours
17 worked will be divided by 2080 to determine the number of credit years earned. No credit will be
18 given for partial years.
19

20 **Section 9.5.2.** During the first year of employment with the District, the employee shall be
21 eligible for prorated vacation through August 31 of that year.
22

23 **Section 9.5.3.** On September 1 of the first year of service with the District, each employee shall
24 be granted ten (10) workdays vacation per year.
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26 **Section 9.5.4.** On September 1 of the seventh (7th) year of service with the District, each
27 employee shall be granted fifteen (15) workdays vacation per year.
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29 **Section 9.5.5.** On September 1 of the fourteenth (14th) year of service with the District, each
30 employee shall be granted twenty (20) workdays vacation per year.
31

32 **Section 9.5.6.** On September 1 of the twenty-fourth (24th) year of service with the District, each
33 employee shall be granted twenty-one (21) workdays vacation per year.
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35 **Section 9.5.6.1.** Up to one-half (½) of an employee's annual vacation days which are
36 unused by September 1 annually may be carried over for one (1) year with the approval of the
37 immediate supervisor and director of human resources. No vacation may be carried over for more than
38 one (1) year beyond the date on which it became due.
39

40 **Section 9.5.6.2.** Up to one-half (½) of an employee's annual vacation days, when such has
41 been carried over as stated in Section 9.5.6.1, can be cashed out at employee's regular hourly rate of
42 pay if the supervisory approved work schedule does not permit the use of these vacation days.
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1 **Section 9.5.7.** Unused vacation time will be compensable upon termination of employment to a
2 maximum of thirty (30) days payable at the rate of pay applicable at the time of termination, provided,
3 that in the event the employee has received compensation for vacation buy back in the twenty-four (24)
4 month period preceding termination, then the 30 day maximum shall be reduced by those days
5 previously paid. Ten (10) and eleven (11) month employees shall receive accrued vacation benefit in
6 the pay warrant appropriate to the accrued benefit.
7

8 **Section 9.5.8.** Personnel who are laid off or on authorized leave of absence will, upon returning
9 to their former employment status with the District, retain their former vacation rate of accrual. No
10 vacation time credit will accrue during their lay-off or leave of absence. Employees who change
11 classifications shall not lose accrued vacation rights.
12

13 **Section 9.6.** Vacations will be scheduled at the time of the employee request, whenever feasible,
14 within reasonable limits of maintaining needed personnel for building coverage and/or work
15 requirements.
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ARTICLE X

LEAVES

23 **Section 10.1.** Sick leave for employees shall be in accordance with state law, which includes personal
24 illness, injury, temporary disability, and/or a serious health condition of the employee, dependent
25 children of the employee, grandchildren, spouse, parents, and spouse's parents.
26

27 **Section 10.1.1.** Each employee shall accumulate one (1) day of sick leave for each calendar
28 month worked. Sick leave shall accrue as hours and in a direct ratio to hours worked. An employee
29 who works five (5) working days in any calendar month will be given credit for the full calendar
30 month. Sick leave not taken in one year shall accumulate.
31

32 **Section 10.1.2.** Sick leave benefits shall be paid on the basis of the base hourly rate applicable at
33 the time the sick leave is taken.
34

35 **Section 10.1.3.** Employees claiming sick leave benefits due to illness for more than five (5)
36 consecutive days must submit a written statement from a physician which states the reason(s) of the
37 absence and any reasons for a continued absence.
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39 **Section 10.1.4.** Employees will be required to sign a statement on their timesheet verifying the
40 dates of the absence and the specific reason for the absence.
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42 **Section 10.1.5.** Sick leave is for illness and medical checkups or treatments. Employees must
43 notify the substitute clerk. Sick leave may be used for ill dependents. Sick leave will not be front
44 loaded.
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1 **Section 10.1.6.** Employees who have accrued sick leave while previously employed in the
2 District or while employed by another public school district in the State of Washington shall be given
3 credit for such accrued sick leave upon employment by the District.
4

5 **Section 10.1.7. Leaves.** The conversion of accumulated sick leave is to be in accordance with
6 WAC 392-136, Finance-Conversion of Accumulated Sick Leave in WAC 392-136-015.
7

8 **Section 10.2. Bereavement Leave.** The District shall provide bereavement leave for all classified
9 employees. A maximum of five (5) days leave, noncumulative and without salary deduction, will be
10 allowed when there is a death within the immediate family. One (1) day of bereavement leave shall be
11 provided for the death of a close personal friend unless travel necessitates a second day. In the case of
12 distance or some other factor contributing to need for more time, the employee may apply for
13 additional time through the superintendent. If granted, this additional time shall be without a salary
14 deduction.
15

16 Upon finding it necessary to be absent from their assigned duties for bereavement leave, employees
17 will notify the substitute clerk at the earliest possible moment stating the reason therefore. Upon return
18 to duty, an employee will be required to prepare their timesheet in accordance.
19

20 **Section 10.3. Emergency Leave.** Employees shall be granted five (5) days of emergency leave per
21 year. Such leave shall be noncumulative and shall be deducted from accrued sick leave. Emergency
22 leave shall be compensated at the same rate as the employee would have received had the employee
23 not taken the leave.
24

25 **Section 10.3.1.** An emergency, for the purpose of this leave, is a suddenly precipitated situation
26 which is of such a nature that pre-planning is not possible or where pre-planning could not relieve the
27 necessity for the employee's absence. The situation cannot be one of minor importance or of mere
28 personal convenience, but must be of a serious emergency nature.
29

30 **Section 10.3.2.** Serious illness of the employee's non-dependent child or grandchild shall be
31 regarded as an emergency situation if the employee is required to accompany the non-dependent child
32 to a doctor for emergency medical care.
33

34 **Section 10.3.3.** Emergency leave may not be used for vacation periods or extensions thereof,
35 recreational outings, nor for business or social appointments, nor for matters of personal convenience.
36

37 **Section 10.3.4.** Employees, upon finding it necessary to be absent from their assigned duties by
38 reason of an emergency, will notify their supervisor at the earliest possible moment, stating the reason
39 therefore. Upon return to duty, the employee will be required to sign a statement on their timesheet
40 stating the reason for the reported absence.
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1 **Section 10.4. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as
2 a witness in court, or is named as a codefendant with the District, such employee shall receive a normal
3 day's pay for each day of required presence in court; provided, however, that any compensation
4 received for such service shall be deducted from employee's pay. In the event that an employee is a
5 party in a court action, such employee may request a leave without pay. Employer may require
6 documentation or verification of jury service (WAC 3567-31-310) in accordance with Board Policy
7 No. 5408.

8
9 **Section 10.4.1.** An employee will be granted subpoena leave with pay when it is within the
10 realm of his/her employment with the District and he/she is subpoenaed on the District's behalf.

11
12 **Section 10.5. Personal Leave.** Each employee working in scheduled school year assignment or more
13 shall be granted two (2) days, cumulative to six (6) days paid personal days, per year. Personal days
14 for employees hired during second (2nd) semester will be prorated. The employee shall notify the
15 District in advance as to when the personal leave shall be taken so that a substitute may be obtained if
16 needed. When possible, the employee should notify their supervisor. The employee shall not be
17 required to state a reason when using personal leave. Such leave will not be denied arbitrarily.
18 Personal leave requested will be taken in two (2) or more hour increments, unless the leave balance is
19 less than two (2) hours. An employee's available hours will be calculated as of October 1st of each
20 school year. Each employee shall have the right to sell personal leave back at a rate of two (2) days for
21 one (1) day. Employees will not be compensated for more than one (1) additional day's pay per year
22 under this provision.

23
24 **Section 10.6.** The District will follow and adhere to the federal and state Family Leave Act.

25
26 **Section 10.7. Pregnancy/Childbirth Disability Leave.** Employees shall use available accumulated
27 paid sick leave for the period of actual disability attributable to pregnancy and/or childbirth. In
28 addition, the District shall grant additional benefits in accordance with the Family Medical Leave Acts
29 (federal and Washington State), the Consolidated Omnibus Budget Reconciliation Act of 1985
30 (COBRA), and the unpaid general leave of absence provisions of this Agreement. After exhaustion of
31 the employee's rights under FMLA and/or state law during such leave, the staff member may, if
32 eligible, pay the District her share of any insurance benefits in order to maintain those benefits.

33
34 Upon return from an extended pregnancy/childbirth disability and/or general leave, a staff member
35 shall be entitled to a position in the District according to state and federal statutes, board policy, and
36 this negotiated agreement.

37
38 **Section 10.7.1.** Employees granted maternity leave will be allowed compensation in accordance
39 with Section 10.1 above, provided, however, that (1) sick leave will not accrue while an employee is
40 on unpaid pregnancy/childbirth disability leave, and (2) benefits may not be extended beyond thirty
41 (30) working days after the birth of the child without verification from the doctor that the employee is
42 physically unable to return to work.

1 **Section 10.8. Parental Leave.** The District recognizes that the bonding that occurs between a parent
2 and child is important to the nurturing of that child regardless of whether the parent is the child's
3 biological parent or the gender of the parent. Therefore, upon notification to the office of human
4 resources, up to three (3) days of paid leave shall be granted for the birth or adoption of a child. An
5 additional five (5) days may be taken from emergency leave days if available. For the purposes of
6 adoption, this leave may be used to attend counseling sessions, court appearances, attorney
7 consultations, physical examinations, home studies, or other requirements necessary to complete the
8 adoption. Employees are eligible for family leave benefits as per state and federal regulations.

9
10 **Section 10.9.** In the event an employee is hired into another District position, and if that employee is
11 requested in writing by the District to remain in the former position until a qualified person is hired to
12 fill the open position, the former employee would maintain all rights and privileges under this
13 Agreement for the duration of the requested assignment. The same rights apply in the event the former
14 employee is requested in writing to train the new employee during a specified period of time.

15 16 17 18 **ARTICLE XI**

19 20 **LEAVE OF ABSENCE**

21
22 **Section 11.1.** A written request shall be filed with the human resources office for a leave of absence
23 and shall be submitted a minimum of three (3) weeks before leave is to commence and shall include
24 full details regarding the requested leave. The Board of Directors, who approve such requests, may
25 grant a leave of absence for a period not to exceed one year; provided, however, if such leave is
26 granted due to extended illness, one additional year may be granted.

27
28 **Section 11.1.1.** All employees granted a leave of absence of six (6) months or more must
29 respond within five (5) working days of receipt to a registered letter request from the human resources
30 office regarding their continued employment status with the school district.

31
32 If an employee on leave of absence accepts another job, receives unemployment insurance or goes into
33 business for himself/herself, his/her employment and all other seniority rights will be automatically
34 terminated.

35
36 **Section 11.1.2.** Leaves of absence may be granted by the Board of Directors for purposes of
37 education, health and recuperation. Leaves of absence may be granted for other purposes, based upon
38 the merits of the request.

39
40 **Section 11.2.** When returning within one (1) year from the date a leave is granted, the employee shall
41 be allowed to return to the position last held or a similar position in terms of duties, hours and wages.

42
43 If a leave is extended for more than one year, the employee will be eligible for any open position for
44 which they are qualified prior to filling the position with an outside candidate.

1 **Section 11.3.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights
2 while on leave of absence. However, (1) vacation credits, sick leave, and seniority shall not accrue
3 while the employee is on leave of absence and (2) medical benefits may not be extended beyond the
4 first thirty (30) working days of the leave unless otherwise provided by the Family Medical Leave Acts
5 or COBRA. If such leave is approved for job related illness or injury, seniority shall accrue.
6

7 **Section 11.4.** If an employee on leave of absence accepts another job, receives unemployment
8 insurance or goes into business for himself/herself, his/her employment and all other seniority rights
9 will be automatically terminated.
10

11 **Section 11.5.** Military leave of absence shall be granted to classified employees as required by law.
12

13 **Section 11.6.** Unpaid short term leave of less than six (6) working days will be provided an employee
14 for personal significant situations. Application must be made to the superintendent/designee for
15 approval. The applicant must state the general reason for the request in the application.
16

17 **Section 11.7. Leave Sharing.** Leave sharing shall be in accordance with the Washington State Leave
18 Sharing Program as established under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and
19 as set forth in Chapter 41.04 RCW. An employee may apply for leave sharing provided he/she has met
20 the following criteria as set forth in District Policy.
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24 **ARTICLE XII**

25 **SENIORITY, PROBATION AND LAYOFF PROCEDURES**

26
27
28 **Section 12.1.** The seniority of an employee in the bargaining unit shall be established as of the date on
29 which they began continuous daily employment with the District (hereinafter "hire date") unless such
30 seniority shall be lost as hereinafter provided.
31

32 **Section 12.2.** The seniority rights of an employee shall be lost for the following reasons:
33

- 34 A. Resignation
 - 35 B. Discharge for any reason contained in this Agreement; or
 - 36 C. Retirement
- 37

38 **Section 12.3.** Seniority rights shall not be lost for the following reasons, without limitation.
39

- 40 A. Time lost by reason of industrial accident, industrial illness or jury duty;
- 41
- 42 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
43 United States;
- 44
- 45 C. Time spent on other authorized leaves of absence, not to exceed one (1) year.
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1 **Section 12.4.** Seniority, as referenced herein, means seniority within the employee's current job
2 classification, or any job classification in which the employee has worked as a regular District
3 employee. Seniority begins on the employee's first day of regular employment, and classification
4 seniority begins on the first day of regular employment in the specific job classification. Employees
5 who changed classification prior to September 1, 1994 do not retain seniority in previous classification.
6

7 District seniority shall only accrue when the employee maintains continuous daily employment in a
8 specific job classification. An employee may accrue seniority in more than one job classification,
9 provided said employee maintains continuous daily employment in said classifications.
10

11 Seniority rights shall be effective within the general job classification. As used in this Agreement,
12 general job classifications are those set forth in Article I, Section 1.3.
13

14 **Section 12.4.1.** In the event an employee's current position is reclassified, the employee's
15 seniority date for the position shall be considered his or her seniority date for the new classification.
16

17 **Section 12.5.** The employee with the earliest hire date shall have absolute preferential rights regarding
18 vacation period.
19

20 **Section 12.5.1.** The District will publicize the availability of new or open positions for a period
21 of five (5) working days by notifying Association officers, trustees and each school after the District
22 determines to staff the position.
23

24 **Section 12.6.** All open positions may be posted internally and externally at the same time. If there
25 are four (4) or more qualified in-district applicants, the District will interview the four (4) applicants,
26 as determined by the District and choose the in-district applicant who possesses the greatest skills,
27 ability, and performance of the applicants.

28 If a junior candidate is chosen because the applicant possesses substantially greater skill and abilities
29 than the senior applicants, the senior applicant upon request shall be given a letter of by-pass stating
30 the specific reason(s). The reasons given in the letter must be based on the qualifications stated in the
31 job posting.
32

33 *Seniority shall be the deciding factor if all other qualifications are equal.
34

35 If there are three (3) or fewer in-district applicants for an opening, the District may interview outside
36 candidates with the in-district candidates. If a district candidate is not chosen because the outside
37 applicant possesses substantially greater skill and abilities, the senior applicant upon request will be
38 given a letter of by-pass stating the reason(s). The reasons given in the letter must be based on the
39 qualifications stated in the job posting.
40

41 **Section 12.6.1.** Any qualified employee who makes application to fill a vacancy in another
42 classification, shall have preferential seniority rights over any applicant outside the bargaining unit
43 who applies for the vacancy. If there are no applicants from the appropriate classification, District
44 seniority shall apply.
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1 **Section 12.6.2.** The successful external applicant will be placed on a ninety (90) day
2 probationary period; the employee will be reviewed at forty-five (45) days, with a written report on
3 areas of success and concerns. Any time during this probationary period the District shall have the
4 right to discharge such employees without cause.
5

6 At the end of the probationary period, the employee will be subject to all rights and duties contained in
7 this Agreement retroactive to his/her hire.
8

9 **Section 12.6.3.** In applying for new or open positions, the selected employee will be given a
10 thirty (30) working day trial period. If the position proves unsatisfactory to the employee or the
11 supervisor determines the employee incapable of performing the job, the employee or supervisor may
12 request reassignment of the former position. The employee may only request reassignment to a former
13 position two (2) times in any school year.
14

15 **Section 12.7. Layoffs, and recall from layoff:** If a position is reduced or discontinued the employee
16 may displace the most junior employee in an equal or lower position in the same classification or any
17 other classifications that they held previously provided they can perform the junior employee's job.
18

19 If the employee ends up with fewer hours than they had in the previous position, they then have first
20 right to any additional posted hours in the classification.
21

22 In the event that the District reestablishes the layoff positions or makes additional classified positions
23 available, such employees are to be placed in a position, by seniority, where seniority allows them to
24 be placed, filling any opening within the classification or any other classification(s) held prior to
25 layoff.
26

27 **Section 12.7.1.** Employees shall forfeit rights to reemployment as provided in Section 12.7 if
28 they do not comply with the requirements of Section 12.7, or if they do not respond to the offer of
29 reemployment within seven (7) days.
30

31 **Section 12.7.2.** An employee on layoff status who rejects an offer of reemployment forfeits
32 seniority and all other accrued benefits; provided, that such employee is offered a position substantially
33 equal to that held prior to layoff.
34

35 **Section 12.7.3.** Individuals whose names are on the re-employment list, who elect to accept a
36 position with the District which pays less salary and/or has fewer hours than the position previously
37 held, shall remain an active name of the re-employment list.
38

39 **Section 12.7.4.** It is mutually agreed that employees will give the District written notice of intent
40 to terminate employment at least two (2) weeks in advance of leaving, and the District will give
41 employees notice of intent to layoff an employee by no later than May 31, or within ten (10) working
42 days after a second levy failure.
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1 **Section 12.8. Temporary positions.** If a regular employee is hired for any temporary position in
2 his/her classification, the employee shall return to the position held immediately prior to the temporary
3 assignment. When a regular employee is hired for a temporary position, the employee's regular
4 position shall be filled with a substitute until the temporary position ends and all affected employees
5 shall move back to their regular position when the temporary position ends.
6

7 **Section 12.9. Job Sharing.** The District will have the right to determine whether the job
8 responsibilities warrant a shared position. The division of hours will be determined by the affected
9 employees and the District. These position(s) will be reviewed each year. When a position is shared,
10 the involved employees will share as per their FTE all benefits accorded the original position,
11 including applicable leave. Sections 9.5, 10.5, and 14.1 of this Agreement apply regarding eligibility
12 for benefits. When a party to a job share position resigns, the position will be posted as the original
13 position and hired according to contractual obligations.
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17 **ARTICLE XIII**

18 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

19 **Section 13.1.** The District may discharge any employee subject to this Agreement for justifiable
20 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedures of
21 this Agreement.
22
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25 **Section 13.2.** The District agrees to follow a policy of progressive discipline unless the severity or
26 nature of the employee's behavior warrants more serious and immediate actions.
27

28 **Section 13.2.1.** The progressive steps shall normally be as follows:
29

- 30 1. Oral Warning Formal
- 31 2. Letter of Instruction
- 32 3. Letter of Reprimand
- 33 4. Suspension
- 34 5. Discharge
35

36 **Section 13.3.** If the District has reason to discipline or discharge an employee, the employee shall
37 have the right to have a representative of their choice at discipline proceedings. No disciplinary
38 action may result from a meeting between an employee and a supervisor unless an opportunity for
39 representation has been afforded.
40

41 **Section 13.4.** The District shall have the right to discipline an employee for justifiable cause. If the
42 District has reason to reprimand an employee, except in an emergency situation, it shall be done in a
43 manner which will not embarrass the employee before other employees or the public.
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ARTICLE XIV

INSURANCE

Section 14.1. The District, on September 1, each year of this agreement, shall provide the maximum dollars provided by the state to all eligible employees based on FTE (employees working 1,440 hours equals 1.0 FTE for insurance purposes) to use toward the payment of medical, dental and vision insurance premiums with unexpended and pooled dollars. All eligible employees must participate in dental and vision; these premiums shall be the first deduction. Less than full-time employees may have the option of reimbursing the District for the amount necessary to receive full medical coverage, or of not participating in the medical benefit program. Eligibility for medical/vision coverage is determined by employment of twenty (20) or more hours per week. Twelve (12) month employees and ten (10) month or more secretaries will be eligible for dental coverage if assigned to twenty (20) or more hours per week. All employees who are assigned a minimum of 1,440 hours per year will be eligible for dental coverage. Temporary employees are not eligible for insurance benefits. For this purpose, temporary employees, as defined in Section 1.3.2, are employees who are assigned to a specific job for the duration of not less than ten (10) working days, and no more than ninety (90) working days, and any overload aide hired in the last ninety (90) days of the school calendar.

Section 14.1.1. The amount of revenue generated as specified in Section 14.1 per month, per full-time equivalent for the year, shall comprise the insurance premium pool. It is understood that the FTE count is frozen at the S-275 classified FTE in the bargaining unit for the purpose of generating the pool. Upon the closing of insurance plan enrollment periods, the District shall compare the bargaining unit insurance premium as agreed to the size of the premium pool. Such comparison information is to be provided to the Association annually. If the pool exceeds usage, the excess shall remain in the pool and be carried forward to the next school year. It is understood that except for qualifying events as defined by insurance carriers, enrollments shall close on October 1st annually.

The pool dollars established for each PSE employee on October 1st will be frozen as of that date. Those pool dollars will remain the same for the following twelve (12) months (October through September each year). Pool dollars will follow the employee through assignment changes unless the employee has a decrease in assignment of one (1) or more hours per day/five (5) hours per week; then the pool dollars will be reduced at the same percentage as the assignment change effective the month of the change (excluding overload assignment changes).

Section 14.1.2. Those employees who work in non-BEA categories shall be funded at their level of benefits usage by the categorical program. They shall be funded up to the same level as a BEA employee with a like FTE.

1 **Section 14.1.3.** Eligible employee(s) may choose one of the two (2) medical plans listed below.
2 Employees eligible for dental may choose one of the two (2) dental plans listed below. All employees
3 eligible for the vision plan will be members of the vision plan listed below. All employees who are
4 eligible for dental and/or vision must be enrolled.

5
6 Medical Plan

- 7 1. Premera/Blue Cross Preferred Provider Option 1-5
8 2. Kaiser Foundation Health Plan

9 Dental Plan

- 10 1. Standard Dental
11 2. Columbia Dental

12 Vision Plan

13 Vision Service Plan
14

15 **Section 14.1.4.** Except for qualifying events as defined by insurance carriers, enrollments for
16 current employees and their dependents shall close annually on October 1st. Upon enrollment and/or
17 annually by November 30, the District will provide a statement to the employee showing:

- 18
19 A. Dollar amount generated by the employee.
20 B. Total yearly insurance premiums.
21 C. Overage to be deducted from monthly checks, if employee's usage exceeds money
22 generated. Necessary payroll deductions shall be divided by the yearly amount of payroll
23 checks each employee will receive.
24

25 PSE of Battle Ground and the District will attempt to provide an additional enrollment period for
26 employees hired after the Fall enrollment count.
27

28 **Section 14.1.5.** New employees to the District who wish to enroll in insurance benefit programs
29 must do so within the sign-up periods established by the District. The District will make material
30 available to new employees at the administration office.
31

32 **Section 14.1.6.** The District shall provide tort liability coverage for all employees subject to this
33 Agreement.
34

35 **Section 14.1.7.** Special coverage shall be provided in case of an industrial accident. It is
36 recognized that the payments received as compensation by an employee injured on the job under
37 circumstances bringing him within the coverage of the Workman's Compensation Trust through
38 ESD 112 are less than the regular wage payments received by the employee.
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1 **Section 14.1.8.** In the case of any on-the-job disability which is covered by industrial insurance
2 under the Workman's Compensation Trust through ESD 112, the employer will pay to such disabled
3 employee, out of his or her accumulated sick leave, an allowance equal to the difference between the
4 workman's compensation benefits and the employee's regular straight time gross pay, less statutory
5 deductions, beginning at the time of disability and continuing until the accumulated sick leave
6 entitlement is completely expended. After exhausting paid sick leave, employees have the option of
7 using other available paid leave to supplement workman's compensation benefits.

8
9 **Section 14.1.9.** If the employee is still disabled after his earned paid leave allowance is
10 expended, the employee will revert to only the pay coverage afforded the workman's compensation
11 insurance. In order to receive benefits under this section, employees may be required, at the discretion
12 of the employer, to submit evidence in writing from a duly licensed medical examiner that in the
13 opinion of the examiner the employee was physically unable to return to work on the day for which
14 benefits are claimed.

15
16 **Section 14.2. Staff Protection.** The District shall cover the cost of an employee's personal property,
17 excluding cash, that is maintained on District property in locked storage and for which the employee
18 has received written approval for use by the employee's supervisor and the central business office.
19 Individual losses or damage is subject to the following conditions.

- 20
21 A. There must be proof submitted that the employee has insurance. An employee must
22 exhaust his/her own insurance recovery possibilities before being eligible for
23 reimbursement under this provision. A copy of the employee's homeowner's/auto insurance
24 is required.
- 25
26 B. There must be filed with the District human resources office within twenty (20) days after
27 the damage or loss, a Proof of Loss and Claim for Reimbursement form.
- 28
29 C. There shall be no reimbursement for loss of cash.
- 30
31 D. Upon approval by the District of a certified claim, individual losses shall be reimbursed to
32 the limit of the insurance deductible, or up to three hundred dollars (\$300.00), whichever is
33 less, based on actual value at the time of the loss as determined by an insurance adjuster.
- 34
35 E. Reimbursement will not be made due to an employee's negligence.

36
37 **Section 14.2.1.** Upon clear acts of vandalism on school property, the District will reimburse the
38 employee for up to their two hundred dollar (\$200.00) deductible for damaged motor vehicles.
39 Individual losses for damage to an employee's personal property that are caused by other District
40 employees acting within the scope of their employment shall be referred to the District's liability
41 insurance carrier. It will be the employee's responsibility to provide a written verification of completed
42 repairs and verification that the accident has been reported to local authorities in a timely manner.

43
44 **Section 14.2.2.** The parties agree to adhere to the Federal Occupational Safety and Health Act
45 and the Washington Industrial Safety and Health Act.

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ARTICLE XV

VOCATIONAL TRAINING

Section 15.1. Employees attending training courses required by state regulation or District policy as a condition of employment will be paid by the school district, at the employee's regular hourly rate of pay if it is during the employee's normal work hours, plus any fee, tuition, or transportation costs. If the course is taken outside the employee's normal work hours, reimbursement will be according to Schedule A.

Section 15.2. Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuitions will be paid by the school district.

Section 15.3. The District shall provide expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

Section 15.4. Purchase of recognized vocational courses from local, state, or national educational institutes which would improve the potential of employees subject to this Agreement shall be done by the District.

Section 15.5. Each staff member will be provided at least two (2) opportunities to participate in a relevant inservice training activity during the employment year. Compensation for the time spent in this participation outside of the regular work schedule will be calculated and paid at the employee's hourly rate.

Section 15.6. The District and PSE mutually agree to continue to develop a cross-training program for employees who opt to participate.

ARTICLE XVI

MAINTENANCE OF MEMBERSHIP AND CHECKOFF

Section 16.1. Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain his or her membership in the Association in good standing during the period of this Agreement.

Section 16.2. All employees in classifications subject to this Agreement who are not members of the Association on the effective date of this Agreement and all employees in classifications subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain his/her membership in the Association in accordance with the previous section.

1 **Section 16.3.** Notwithstanding the provisions of the probationary period contained in this
2 Agreement, the parties recognize that an employee should have the option of declining to participate as
3 a member in the Association, yet contribute financially to the activities of the Association in
4 representing him/her as a member of the collective bargaining unit. Therefore, as an alternative to, and
5 in lieu of membership requirements of Sections 16.1 and 16.2, an employee who declines membership
6 in the Association may pay to the Association each month a service charge as a contribution towards
7 the Administration of this Agreement. The service charge will be equivalent to the current agency fee,
8 as determined by the Association and certified by the secretary of the Public School Employees of
9 Washington (PSE) not later than December 1 of each instructional year. This service charge shall be
10 collected by the Association in the same manner as monthly dues.

11
12 **Section 16.3.1.** Nothing contained in this Agreement shall require Association membership of
13 employees who object to such membership based on bona fide religious tenets or teachings of a church
14 or religious body of which such employee is a member. Such employee shall pay an amount
15 equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed
16 upon by the employee and the Association. The employee shall furnish written proof that such
17 payment has been made. If the employee and the Association cannot agree on such matter, it shall be
18 resolved by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW.

19
20 **Section 16.4.** Any employee who refuses to become a member of the Association in good standing or
21 pay the service charge in accordance with the previous sections, shall, at the option of the Association,
22 be immediately discharged from employment by the District.

23
24 **Section 16.5.** The District will notify the Association president of all new hires within ten (10)
25 working days of the hire date. At that time, the Association shall inform the new hire of the terms and
26 conditions of this article.

27
28 **Section 16.6. Checkoff.** The District shall deduct PSE dues or service charges from the pay of any
29 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall
30 transmit all such funds deducted to the treasurer of the Public School Employees of Washington on a
31 monthly basis.

32 33 34 35 **ARTICLE XVII**

36 37 **GRIEVANCE PROCEDURE**

38
39 **Section 17.1.** Grievances or complaints arising between the District and its employees within the
40 bargaining units defined in Article I herein, with respect to matters dealing with the interpretation or
41 application of the terms and conditions of this Agreement, shall be subject to the following grievance
42 procedure.

1 **Section 17.2. Grievance Steps.**

2
3 **Section 17.2.1. Step 1.** The employee shall first discuss the grievance with his immediate
4 supervisor. If the employee wishes, he may be accompanied by an Association representative at such
5 discussion. All grievances not brought to the immediate supervisor in accordance with the preceding
6 sentence within ten (10) working days of the occurrence of the grievance shall be invalid and subject to
7 no further processing. The immediate supervisor shall have five (5) working days in which to respond
8 verbally and/or to resolve the grievance.

9
10 **Section 17.2.2. Step 2.** If the grievance is not resolved to the employee's satisfaction in
11 accordance with the preceding subsection, the employee shall, within ten (10) working days, reduce to
12 writing a statement of the grievance in letter form containing the following.

- 13
14 A. The facts on which the grievance is based;
15
16 B. A reference to the provisions in this Agreement, which have allegedly been violated; and
17
18 C. The remedy sought.

19
20 The employee shall submit the written statement of grievance to his immediate supervisor for
21 reconsideration and shall submit a copy to the director of human resources. The parties will have five
22 (5) working days from submission of the written statement of the grievance to resolve it by indicating
23 on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the
24 grievance shall sign it.

25
26 **Section 17.2.3. Step 3.** If no settlement has been reached within the five (5) days referred to in
27 the preceding subsection, and the Association believes the grievance to be valid, a written statement of
28 grievance shall be submitted within fifteen (15) working days to the District superintendent or his
29 designee. After such submission, the parties will have ten (10) working days from submission of the
30 written statement of grievance to resolve it by indicating on the statement of grievance the disposition.
31 If an agreeable disposition is made, all parties to the grievance shall sign it.

32
33 **Section 17.2.4. Step 4.** If no settlement has been reached within ten (10) working days as
34 referred to in the preceding subsection, and the Association believes the grievance to be valid, the
35 employee may request the grievance be submitted for final and binding arbitration. Such arbitration
36 shall be conducted by an arbitrator under the rules and administration of the American Arbitration
37 Association. During arbitration under this step neither the District nor the grievant will be permitted to
38 assert any grounds not previously disclosed to the other party in preceding grievance steps.

39
40 Each party shall bear the full cost for its side of the arbitration, and will pay one-half (1/2) of the cost of
41 the arbitrator and the American Arbitration Association administration. The arbitrator shall have no
42 power to make awards contrary to state or federal laws and regulations.

1 **Section 17.3. Grievance Claims.** Grievance claims involving retroactive compensation will be
2 limited to not more than ninety (90) calendar days prior to the written submission of the grievance to
3 the employer. In arriving at any disposition or settlement, neither party shall have the authority to alter
4 this Agreement unilaterally. The employer shall not discriminate against any individual employee or
5 the organization for taking action under this article.
6
7
8

9 **ARTICLE XVIII**

10 **SEPARABILITY OF PROVISIONS**

11
12
13 **Section 18.1.** The provisions of this Agreement are deemed to be separable to the extent that should
14 any part hereof or any provisions herein contained be rendered or declared invalid by reason of any
15 existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such
16 invalidation of such part or portion of this Agreement shall not invalidate the remaining portions
17 hereof, and they shall remain in full force and effect.
18

19 **Section 18.2.** It is further provided that such part or provision of this Agreement so rendered or
20 declared invalid shall immediately be amended to comply with the requirements of such enacted
21 legislation or court decree.
22
23
24

25 **ARTICLE XIX**

26 **SALARIES**

27
28
29 **Section 19.1.** Salaries for employees subject to this Agreement, during the term of the Agreement, for
30 all administratively approved hours worked, are contained in Schedule A attached hereto and by this
31 reference incorporated herein.
32

33 **Section 19.2.** Salaries contained in Schedule A shall be for the entire term of this Agreement, subject
34 to the terms and conditions of Section 20.3. Should the date of execution of this Agreement be
35 subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
36

37 **Section 19.3.** Retroactive pay, where applicable, shall be paid on the first regular payday following
38 the time needed to make the necessary payroll computer changes after the ratification of this
39 Agreement. Retroactive pay resulting from negotiations pursuant to Section 20.3 shall be made in the
40 same manner.
41

42 **Section 19.4.** Longevity steps, where applicable, shall take effect on September 1 of each year.
43 New employees hired after June 1, shall not receive the second incremental salary step until the
44 September 1st date following their first full year of service.
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1 **Section 19.5.** New employees within the jurisdiction of this Agreement will be employed at the rate
2 according to the salary schedule mutually agreed upon within this contract at the appropriate level.
3 New employees who transfer from another school district, Educational Service District, or Office of
4 Superintendent of Public Instruction within Washington State shall advance on the longevity schedule
5 consistent with the provisions of RCW 28A.400.300.
6

7 **Section 19.6. Prorated Salary.** All employees working regular schedules of 1,080 hours or more
8 per year and work an equal number of hours each day will have their income averaged and paid in
9 twelve (12) monthly installments. The District shall pay the employees and the employees shall
10 accept compensation for his/her services in an annual salary (hours per year multiplied by hourly
11 rate), prorated and paid in twelve (12) equal monthly installments. The first payment shall be due
12 on September 30 of each year. Should an employee's total number of hours in their assignment
13 change, the adjustment will be reflected on the next pay period.
14

15 **Section 19.7. Travel Reimbursement.** Any employee required to travel from one site to another in a
16 private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the
17 same rate as established by SPI.
18

19 **Section 19.7.1.** Travel requests must be submitted according to District procedure. School
20 district vehicles are to be used for travel when possible. Registration, housing and meals at
21 conferences shall be paid as authorized on the Request for Approval of Travel form.
22

23 **Section 19.8.** Any employee required by his/her supervisors to attend meetings during working hours
24 or non-working hours will be compensated as per Schedule A for time in attendance at their base
25 hourly rate.
26

27 **Section 19.9.** Custodial and maintenance permanent employees working a second shift shall receive a
28 ten cent (10¢) premium per hour added to their regular wage. Custodial and maintenance permanent
29 employees working a third shift shall receive a fifteen cent (15¢) premium per hour added to their
30 regular wage.
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ARTICLE XX

TERM

Section 20.1. The term of this Agreement shall be December 1, 2008 to August 31, 2012.

Section 20.2. All provisions of this Agreement shall be applicable for the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 20.3. This Agreement may be reopened and modified at any time during its term upon mutual consent of both parties in writing. The agreement will be opened to negotiate wages and benefits if there is a Levy failure. It may also be reopened to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein.

1. For the 2008-09 school year wages shall be improved as defined by the Schedule A.
2. For 2009-2010, 2010-2011, and 2011-2012, the COLA from the State will be added to the Schedule A, plus for all years the parties agree to continue their practice of reviewing 1/3 of the chapter positions over the three (3) year periods and make adjustments as needed to bring the classifications to the average on wages and benefits by using a yearly snapshot of similar districts using current Schedule A's.

Section 20.4. It is mutually agreed that the District will explain to the Association in writing the reasons and the procedures if adjustments are made to salaries or insurance pursuant to this Agreement.

Schedule A
Battle Ground School District
September 1, 2008 – August 31, 2009

YEARS OF SERVICE

	A - (0-1)	B - (2)	C - (3-5)	D - (6-8)	E - (9-11)	F - (12)	G - (15)	H - (18)	I - (21)
1	\$12.30	\$12.67	\$13.05	\$13.44	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
2	\$12.55	\$12.92	\$13.31	\$13.71	\$14.12	\$14.54	\$14.98	\$15.43	\$15.89
3	\$12.80	\$13.18	\$13.58	\$13.99	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22
4	\$13.05	\$13.44	\$13.85	\$14.27	\$14.70	\$15.14	\$15.59	\$16.06	\$16.54
5	\$13.31	\$13.71	\$14.13	\$14.55	\$14.99	\$15.44	\$15.90	\$16.38	\$16.87
6	\$13.58	\$13.99	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22	\$16.71	\$17.21
7	\$13.85	\$14.27	\$14.70	\$15.14	\$15.59	\$16.06	\$16.54	\$17.04	\$17.55
8	\$14.13	\$14.55	\$14.99	\$15.44	\$15.90	\$16.38	\$16.87	\$17.38	\$17.90
9	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22	\$16.71	\$17.21	\$17.73	\$18.26
10	\$14.70	\$15.14	\$15.60	\$16.07	\$16.55	\$17.05	\$17.56	\$18.09	\$18.63
11	\$14.99	\$15.44	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00
12	\$15.29	\$15.75	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38
13	\$15.60	\$16.07	\$16.55	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19	\$19.77
14	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16
15	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56
16	\$16.56	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19	\$19.77	\$20.36	\$20.97
17	\$16.89	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38
18	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82
19	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26
20	\$17.92	\$18.46	\$19.01	\$19.58	\$20.17	\$20.78	\$21.40	\$22.04	\$22.70
21	\$18.28	\$18.83	\$19.39	\$19.97	\$20.57	\$21.19	\$21.83	\$22.48	\$23.15
22	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.62
23	\$19.02	\$19.59	\$20.17	\$20.78	\$21.40	\$22.04	\$22.70	\$23.38	\$24.08
24	\$19.40	\$19.98	\$20.58	\$21.20	\$21.84	\$22.50	\$23.18	\$23.88	\$24.60
25	\$19.79	\$20.38	\$20.99	\$21.62	\$22.27	\$22.94	\$23.63	\$24.34	\$25.07
26	\$20.18	\$20.79	\$21.41	\$22.05	\$22.71	\$23.39	\$24.09	\$24.81	\$25.55
27	\$20.58	\$21.20	\$21.84	\$22.50	\$23.18	\$23.88	\$24.60	\$25.34	\$26.10
28	\$21.00	\$21.63	\$22.27	\$22.94	\$23.63	\$24.34	\$25.07	\$25.82	\$26.59
29	\$21.42	\$22.06	\$22.72	\$23.40	\$24.10	\$24.82	\$25.56	\$26.33	\$27.12
30	\$21.84	\$22.50	\$23.18	\$23.88	\$24.60	\$25.34	\$26.10	\$26.88	\$27.69
31	\$22.28	\$22.95	\$23.64	\$24.35	\$25.08	\$25.83	\$26.60	\$27.40	\$28.22
32	\$22.73	\$23.41	\$24.11	\$24.83	\$25.57	\$26.34	\$27.13	\$27.94	\$28.78
33	\$23.18	\$23.88	\$24.59	\$25.33	\$26.09	\$26.87	\$27.68	\$28.51	\$29.37
34	\$23.65	\$24.36	\$25.09	\$25.84	\$26.62	\$27.42	\$28.24	\$29.09	\$29.96

**Job Description List
Battle Ground School District**

Title	SS	Classification
Basic Education Assistant (Crossing Guard)	1	BEA
Basic Education Assistant (Highly Capable)	2	BEA
Basic Education Assistant (Lab)	4	BEA
Basic Education Assistant (Prevention)	4	BEA
Basic Education Assistant (Student Store)	3	BEA
Basic Education Assistant	1	BEA
Child Care Center Assistant	2	BEA
Preschool Instructor Assistant	2	BEA
Prevention Projects Assistant	4	BEA
School Health Assistant	4	BEA
Campus Security	16	CAMPUS SEC
Stadium Tech	16	CAMPUS SEC
Tracker	16	CAMPUS SEC
Custodian	13	CUSTODIAN
Head Custodian	17	CUSTODIAN
District Auditorium Coordinator	20	MAINTENANCE
HVAC Technician	30	MAINTENANCE
Telecommunications Technician	25	MAINTENANCE
Maintenance	24	MAINTENANCE
Maintenance Assistant	19	MAINTENANCE
Operator - Grounds	22	MAINTENANCE
Operator - Grounds Lead	24	MAINTENANCE
Library Technician	2	MEDIA TECH
Print Shop Offset Press Operator	16	MEDIA TECH
Science Resource Center Technician	2	MEDIA TECH
Title/LAP Media Technician	3	MEDIA TECH
Braillist	17	PROF TECH
Career Guidance Technician	13	PROF TECH
Career Guidance Transition Facilitator	34	PROF TECH
CEP Program Assistant	10	PROF TECH
Certified Early Childhood Assistant	7	PROF TECH
Certified Occupational Therapy Assistant	19	PROF TECH
Child Care Center Supervisor	10	PROF TECH
Help Desk Technician	18	PROF TECH
Information Services Technician	27	PROF TECH
Network Support Technician	29	PROF TECH
Network Support Specialist	31	PROF TECH
Integrated Learning Program Facilitator-Environmental	17	PROF TECH
Interpreter for Deaf/Hard of Hearing	17	PROF TECH
Intervention Specialist	34	PROF TECH
LSP Facilitator	20	PROF TECH

**Job Description List
Battle Ground School District**

Title	SS	Classification
Physical Therapist Assistant	19	PROF TECH
Preschool Instructor	10	PROF TECH
Recreation Supervisor	10	PROF TECH
Special Education Nursing Assistant	17	PROF TECH
Special Population Transition Facilitator	17	PROF TECH
Speech and Language Pathologist Assistant	10	PROF TECH
Student System Coordinator	27	PROF TECH
Technology Assistant	13	PROF TECH
Special Education Assistant	4	SEA
Special Education Assistant (job coach)	5	SEA
Special Education Assistant (self-contained)	4	SEA
Assistant Secretary (Program)	6	SECRETARIAL
Office Assistant	5	SECRETARIAL
Assistant Secretary (School)	8	SECRETARIAL
Counseling Center Secretary	10	SECRETARIAL
High School Registrar	13	SECRETARIAL
High School Attendance Secretary	10	SECRETARIAL
Attendance Secy (Support Svcs)	10	SECRETARIAL
Receptionist (Support Svcs)	8	SECRETARIAL
Registrar (Support Svcs)	13	SECRETARIAL
(HS) ASB Secretary	14	SECRETARIAL
CAM High School Secretary	14	SECRETARIAL
Community Education Office Manager	9	SECRETARIAL
School Secy (Support Svcs)	10	SECRETARIAL
Program Secy (Support Svcs)	8	SECRETARIAL
Transportation/Boundaries Secy	12	SECRETARIAL
High School Head Secretary	14	SECRETARIAL
LSP Secretary	10	SECRETARIAL
Operations Secretary	14	SECRETARIAL
Primary, Middle Head Secretary	14	SECRETARIAL
Head Secy (Support Svcs)	14	SECRETARIAL
Facilities Secy	22	SECRETARIAL
Parent Outreach Liaison	13	PARA ED
Support Services Instructional Assistant	4	PARA ED
Support Services Instructional Assistant (ESL)	4	PARA ED
Support Services Instr Asst (Bldg Contact)	5	PARA ED
Warehouse/Delivery	18	WAREHOUSE
Warehouse/Utility	18	WAREHOUSE
Warehouseperson	21	WAREHOUSE

SIGNATURE PAGE

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PUBLIC SCHOOL EMPLOYEES
OF BATTLE GROUND PSE

BATTLE GROUND SCHOOL DISTRICT

BY: signed by
Lori Benson, Chapter President

BY: signed by
Sam Kim, President, School Board

BY: signed by
Roxanne Johnson, Chapter President

BY: signed by
Shonny Bria, Superintendent

DATE: January 26, 2009

DATE: January 26, 2009

BY: signed by
Frederick Striker Vice President, School Board

Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF BATTLE GROUND PSE AND THE BATTLE GROUND SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XX, SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

All employees *providing instruction* in the following classifications: Special Education Assistants (resource, self-contained, one-to-one, job-coach) will be required to meet the NCLB of 2001 as specified below:

1. Effective August 1, 2005, all new hires to the district in the above classifications must meet the requirements of the NCLB Act of 2001.
2. Employees hired prior to August 1, 2005 who are currently working in the above classifications will have until August 1, 2009 to meet the requirements of the NCLB Act of 2001.
3. Employees hired prior to August 1, 2005 who are *not* working in instructional positions must meet the requirements of NCLB Act of 2001 in order to transfer to the above classification.

This Letter of Agreement shall become effective upon signature and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF BATTLE GROUND PSE

BATTLE GROUND SCHOOL DISTRICT

BY: _____ signed by _____
Lori Benson, Chapter President

BY: _____ signed by _____
Shonny Bria, Superintendent

DATE: _____ March 24, 2009

DATE: _____ June 1, 2009

BY: _____ signed by _____
Roxanne Johnson, Chapter President

DATE: _____ March 24, 2009

1 **Letter of Agreement**

2
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF BATTLE GROUND PSE AND
5 THE BATTLE GROUND SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO
6 PURSUANT TO ARTICLE XX, SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.
8

- 9
10
11 1. That Schedule A will be amended to read as attached.
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25 This Letter of Agreement shall be retroactive to September 1, 2009; shall remain in effect until
26 August 31, 2010; and shall be attached to the current Collective Bargaining Agreement.
27

28
29 PUBLIC SCHOOL EMPLOYEES
30 OF BATTLE GROUND PSE
31

BATTLE GROUND SCHOOL DISTRICT

32
33 BY: signed by
34 Lori Benson, Chapter President
35

BY: signed by
Shonny Bria, Superintendent

36
37 BY: signed by
38 Roxanne Johnson, Chapter President
39

40
41 DATE: October 26, 2009
42
43
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Schedule A
Battle Ground School District
September 1, 2009 – August 31, 2010

YEARS OF SERVICE

	A - (0-1)	B - (2)	C - (3-5)	D - (6-8)	E - (9-11)	F - (12)	G - (15)	H - (18)	I - (21)
1	\$12.30	\$12.67	\$13.05	\$13.44	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
2	\$12.55	\$12.92	\$13.31	\$13.71	\$14.12	\$14.54	\$14.98	\$15.43	\$15.89
3	\$12.80	\$13.18	\$13.58	\$13.99	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22
4	\$13.05	\$13.44	\$13.85	\$14.27	\$14.70	\$15.14	\$15.59	\$16.06	\$16.54
5	\$13.31	\$13.71	\$14.13	\$14.55	\$14.99	\$15.44	\$15.90	\$16.38	\$16.87
6	\$13.58	\$13.99	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22	\$16.71	\$17.21
7	\$13.85	\$14.27	\$14.70	\$15.14	\$15.59	\$16.06	\$16.54	\$17.04	\$17.55
8	\$14.13	\$14.55	\$14.99	\$15.44	\$15.90	\$16.38	\$16.87	\$17.38	\$17.90
9	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22	\$16.71	\$17.21	\$17.73	\$18.26
10	\$14.70	\$15.14	\$15.60	\$16.07	\$16.55	\$17.05	\$17.56	\$18.09	\$18.63
11	\$14.99	\$15.44	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00
12	\$15.29	\$15.75	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38
13	\$15.60	\$16.07	\$16.55	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19	\$19.77
14	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16
15	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56
16	\$16.56	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19	\$19.77	\$20.36	\$20.97
17	\$16.89	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38
18	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82
19	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26
20	\$17.92	\$18.46	\$19.01	\$19.58	\$20.17	\$20.78	\$21.40	\$22.04	\$22.70
21	\$18.28	\$18.83	\$19.39	\$19.97	\$20.57	\$21.19	\$21.83	\$22.48	\$23.15
22	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.62
23	\$19.02	\$19.59	\$20.17	\$20.78	\$21.40	\$22.04	\$22.70	\$23.38	\$24.08
24	\$19.40	\$19.98	\$20.58	\$21.20	\$21.84	\$22.50	\$23.18	\$23.88	\$24.60
25	\$19.79	\$20.38	\$20.99	\$21.62	\$22.27	\$22.94	\$23.63	\$24.34	\$25.07
26	\$20.18	\$20.79	\$21.41	\$22.05	\$22.71	\$23.39	\$24.09	\$24.81	\$25.55
27	\$20.58	\$21.20	\$21.84	\$22.50	\$23.18	\$23.88	\$24.60	\$25.34	\$26.10
28	\$21.00	\$21.63	\$22.27	\$22.94	\$23.63	\$24.34	\$25.07	\$25.82	\$26.59
29	\$21.42	\$22.06	\$22.72	\$23.40	\$24.10	\$24.82	\$25.56	\$26.33	\$27.12
30	\$21.84	\$22.50	\$23.18	\$23.88	\$24.60	\$25.34	\$26.10	\$26.88	\$27.69
31	\$22.28	\$22.95	\$23.64	\$24.35	\$25.08	\$25.83	\$26.60	\$27.40	\$28.22
32	\$22.73	\$23.41	\$24.11	\$24.83	\$25.57	\$26.34	\$27.13	\$27.94	\$28.78
33	\$23.18	\$23.88	\$24.59	\$25.33	\$26.09	\$26.87	\$27.68	\$28.51	\$29.37
34	\$23.65	\$24.36	\$25.09	\$25.84	\$26.62	\$27.42	\$28.24	\$29.09	\$29.96

**Job Description List
Battle Ground School District**

Title	SS	Classification
Basic Education Assistant (Crossing Guard)	1	BEA
Basic Education Assistant (Highly Capable)	2	BEA
Basic Education Assistant (Lab)	4	BEA
Basic Education Assistant (Prevention)	4	BEA
Basic Education Assistant (Student Store)	3	BEA
Basic Education Assistant	1	BEA
Child Care Center Assistant	2	BEA
Preschool Instructor Assistant	2	BEA
Prevention Projects Assistant	4	BEA
School Health Assistant	4	BEA
Campus Security	16	CAMPUS SEC
Stadium Tech	16	CAMPUS SEC
Tracker	16	CAMPUS SEC
Custodian	13	CUSTODIAN
Head Custodian	17	CUSTODIAN
District Auditorium Coordinator	20	MAINTENANCE
HVAC Technician	30	MAINTENANCE
Telecommunications Technician	25	MAINTENANCE
Maintenance	24	MAINTENANCE
Maintenance Assistant	19	MAINTENANCE
Operator - Grounds	22	MAINTENANCE
Operator - Grounds Lead	24	MAINTENANCE
Library Technician	2	MEDIA TECH
Print Shop Offset Press Operator	16	MEDIA TECH
Science Resource Center Technician	2	MEDIA TECH
Title/LAP Media Technician	3	MEDIA TECH
Braillist	17	PROF TECH
Career Guidance Technician	13	PROF TECH
Career Guidance Transition Facilitator	34	PROF TECH
CEP Program Assistant	10	PROF TECH
Certified Early Childhood Assistant	7	PROF TECH
Certified Occupational Therapy Assistant	19	PROF TECH
Child Care Center Supervisor	10	PROF TECH
Help Desk Technician	18	PROF TECH
Information Services Technician	27	PROF TECH
Network Support Technician	29	PROF TECH
Network Support Specialist	31	PROF TECH
Integrated Learning Program Facilitator-Environmental	17	PROF TECH
Interpreter for Deaf/Hard of Hearing	17	PROF TECH
Intervention Specialist	34	PROF TECH
LSP Facilitator	20	PROF TECH

**Job Description List
Battle Ground School District**

Title	SS	Classification
Physical Therapist Assistant	19	PROF TECH
Preschool Instructor	10	PROF TECH
Recreation Supervisor	10	PROF TECH
Special Education Nursing Assistant	17	PROF TECH
Special Population Transition Facilitator	17	PROF TECH
Speech and Language Pathologist Assistant	10	PROF TECH
Student System Coordinator	27	PROF TECH
Technology Assistant	13	PROF TECH
Special Education Assistant	4	SEA
Special Education Assistant (job coach)	5	SEA
Special Education Assistant (self-contained)	4	SEA
Assistant Secretary (Program)	6	SECRETARIAL
Office Assistant	5	SECRETARIAL
Assistant Secretary (School)	8	SECRETARIAL
Counseling Center Secretary	10	SECRETARIAL
High School Registrar	13	SECRETARIAL
High School Attendance Secretary	10	SECRETARIAL
Attendance Secy (Support Svcs)	10	SECRETARIAL
Receptionist (Support Svcs)	8	SECRETARIAL
Registrar (Support Svcs)	13	SECRETARIAL
(HS) ASB Secretary	14	SECRETARIAL
CAM High School Secretary	14	SECRETARIAL
Community Education Office Manager	9	SECRETARIAL
School Secy (Support Svcs)	10	SECRETARIAL
Program Secy (Support Svcs)	8	SECRETARIAL
Transportation/Boundaries Secy	12	SECRETARIAL
High School Head Secretary	14	SECRETARIAL
LSP Secretary	10	SECRETARIAL
Operations Secretary	14	SECRETARIAL
Primary, Middle Head Secretary	14	SECRETARIAL
Head Secy (Support Svcs)	14	SECRETARIAL
Facilities Secy	22	SECRETARIAL
Parent Outreach Liaison	13	PARA ED
Support Services Instructional Assistant	4	PARA ED
Support Services Instructional Assistant (ESL)	4	PARA ED
Support Services Instr Asst (Bldg Contact)	5	PARA ED
Warehouse/Delivery	18	WAREHOUSE
Warehouse/Utility	18	WAREHOUSE
Warehouseperson	21	WAREHOUSE

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF BATTLE GROUND PSE AND THE BATTLE GROUND SCHOOL DISTRICT #119. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XX, SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT

Amendment to Memorandum of Understanding Classified Furlough Days for 2009-2010

Special Education Assistants 7 Furlough days

3 days - district waiver days

4 days - early release schedules as explained below

K-4 Assistants (Baseload/Classroom and Student Specific) work 3.5 hours on Oct 26, Oct 27, Oct 28, Oct 29, Oct 30, Feb 4, Feb 5, Mar 24, Mar 25; 4.5 Hrs on June 17; 6 Hrs on June 18.

Date	10/26	10/27	10/28	10/29	10/30	2/4	2/5	3/24	3/25	6/17	6/18
Contract	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Work	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	4.5	6.0
Furlough	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	1.5	0.0

5-12 Assistants (Baseload/Classroom Only) work 3.5 hours each of the 9 early release days. Contracted to work 9 days x 6 hours = 54 hours. 54 hours minus the 24 hours of furlough = 30 hours. For student safety, assistants will work 3.5 hours on the 9 early release days. The SEA will be compensated 1 ½ * hours in June paycheck.

Date	10/26	10/27	2/4	2/5	5/5	5/6	5/7	6/17	6/18
Contract	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Work	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Furlough	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5

1 **5-12 Assistants (Student Specific)** work 3.5 hours each of the 7 early release days, then 3.0 hours and
2 2.5 hours on the last two early release days. Student Specific assistants will work 30 hours and
3 furlough 24 hours.

Date	10/26	10/27	2/4	2/5	5/5	5/6	5/7	6/17	6/18
Contract	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Work	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.0	2.5
Furlough	2.5	2.5	2.5	2.5	2.5	2.5	2.5	3.0	3.5

11 **Special Education Assistant –Special Education Bus Duty only:** Special Education Assistants who
12 are assigned special education bus duty for the 2009-2010 school year will work their full bus duty
13 assignment on all early release days. Pay will be reflected in June’s paycheck for the furlough days on
14 early release days not previously compensated for. The furlough days for this portion of their
15 assignment took place September 14 - September 17, 2009.

17 **Note:** If there is a particular safety issue that can’t be resolved through the building team with the
18 above furlough plan, Jane and Marty will work with that team for an appropriate resolution.

19 *Additional hours for this agreement may not incur overtime compensation.

21 This Memorandum of Understanding shall become effective upon signature of both parties.

24 PUBLIC SCHOOL EMPLOYEES
25 OF BATTLE GROUND

BATTLE GROUND SCHOOL DISTRICT

29 BY: _____ signed by _____
30 Lori Benson, Chapter President

BY: _____ signed by _____
Shonny Bria, Superintendent

33 BY: _____ signed by _____
34 Roxanne Johnson, Chapter President

DATE: _____ October 26, 2009

37 DATE: _____ October 26, 2009

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF BATTLE GROUND PSE AND THE BATTLE GROUND SCHOOL DISTRICT #119. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XX, SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT

The parties agree that:

Classified Furlough Days for 2009-2010

The Battle Ground School District and the Public School Employees of Battle Ground PSE have reached and ratified an agreement to take furlough days equivalent to a 3.8% salary reduction.

Included are the following agreements:

Furlough on Non Student Attendance Days/Times

No subs may be used

Furlough days may not create a "bump"

No impact to unemployment

Visible and actual to public

Use District waiver days first (3 days)

Must have supervisor approval

Leverage other savings by coordination with other designs and savings strategies, i.e. energy savings

No reduction on insurance FTE calculation or other benefits.

Regular 12-month full time employees shall remain regular 12-month full time employees.

School Year Employees 7 Furlough days

Basic Education Assistants/Special Education Assistants/ Media Tech/ Paraprofessionals/ Secretarial/ Campus Security:

3 days - District waiver days

4 days - Work ½ the assigned shift on all ½ days except 10/26, 2/4 & 2/5
(8 ½ days = 4 full days)

Crossing Guards:

3 days - District waiver days

4 days – Furlough days are assigned by Supervisor and roving Crossing Guard will cover.

1 **Para Educators – Support Services Instructional Assistants/Prevention**
2 **5 Furlough days**

3
4 Primary Schools: 4 days - District testing days
5 1 day – February 5, 2009

6
7 Middle Schools: 3 days – District waiver days
8 2 days - Work ½ the assigned shift on the following ½ days
9 (10/26/09, 10/27/09, 2/4/10, 2/5/10)

10
11 **Secretaries with Flex day Calendars**
12 **(9 ½; 10; 10 ½ months)**
13 **8 Furlough days**

14
15 3 days – District waiver days
16 5 days – Taken out of assigned flex days –
17 (Approved by supervisor and calendar to HR by September 30, 2009)

18
19 **Secretaries with Flex day Calendars**
20 **(10 ¾; 11 months)**
21 **9 Furlough days**

22
23 3 days – District waiver days
24 6 days – Taken out of assigned flex days –
25 (Approved by supervisor and calendar to HR by September 30, 2009)

26
27 **Printshop**
28 **9 Furlough days**

29
30 4 days – New Years week 12/23/09 – 12/30/09
31 5 days – Spring break 3/29/10 – 4/2/10

32
33 **12 Month School Secretaries/Ad Support – District Office**
34 **10 Furlough days**

35
36 24 hours 3 days – 12/28/09 – 12/30/09 New Years Week
37 36 hours 4.5 days – 3/29/10 – 4/2/10 Spring Break
38 (4 hours will need to be worked or taken as personal or vacation to
39 Take advantage of the whole week off)
40 20 hours 2 ½ days – 7/7/10 – 7/8/10 (July 4th week)
41 80 hours

Custodians / Info Tech
10 Furlough days

24 hours	3 days – District waiver days (follow schools schedules on 9/24 & 9/25)
4 hours	½ days - 12/23/09 (day before Christmas)
24 hours	3 days – 12/28/09 – 12/30/09 New Years Week
8 hours	1 day – 4/2/09 (Spring break)
20 hours	2 ½ days – 7/7/10/ - 7/8/10
80 hours	

Maintenance
10 Furlough days

32 hours	4 days – District waiver days (using both 9/24 & 9/25)
4 hours	½ days - 12/23/09 (day before Christmas)
24 hours	3 days – 12/28/09 – 12/30/09 New Years Week
20 hours	2 ½ days – 7/7/10/ - 7/8/10
80 hours	

Warehouse
10 Furlough days

24 hours	3 days – District waiver days (follow schools schedules on 9/24 & 9/25)
4 hours	½ days - 12/23/09 (day before Christmas)
24 hours	3 days – 12/28/09 – 12/30/09 New Years Week
8 hours	1 day – 4/2/09 (Spring break)
20 hours	2 ½ days – 7/7/10/ - 7/8/10 (possible coverage needed)
80 hours	

This Memorandum of Understanding shall become effective upon signature of both parties.

**PUBLIC SCHOOL EMPLOYEES
OF BATTLE GROUND**

BATTLE GROUND SCHOOL DISTRICT

BY: signed by 8/20/09
Lori Benson, Chapter President

BY: signed by 8/20/09
Shonny Bria, Superintendent

BY: signed by 8/20/09
Roxanne Johnson, Chapter President

BY: _____

1 **Memorandum of Understanding**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF BATTLE GROUND PSE AND
5 THE BATTLE GROUND PUBLIC SCHOOLS. THIS AGREEMENT IS ENTERED INTO
6 PURSUANT TO ARTICLE XX, SECTION 20.3 OF THE CURRENT COLLECTIVE
7 BARGAINING AGREEMENT
8

9
10 WHEREAS there are seven (7) furlough days in the school calendar year for 2009-2010, for
11 school year employees; and
12

13 WHEREAS the media info techs are part of the school year employees and the media info
14 techs are needed to complete the inventory of District textbooks for teachers and students;
15

16 WHEREAS the days needed to be worked will be part of the media techs Destiny time;
17

18 THEREFORE, the parties mutually agree that June 17, 2010 and June 18, 2010, are designated
19 as work days in the 2009-2010 school year for Battle Ground PSE media techs. This
20 agreement is for the 2009-2010 school year only and is non-precedent setting.
21

22
23 This Memorandum of Understanding shall become effective upon signature of both parties; shall
24 remain in effect until August 31, 2010; and shall be attached to the current Collective Bargaining
25 Agreement.
26

27
28
29 PUBLIC SCHOOL EMPLOYEES
30 OF BATTLE GROUND PSE

BATTLE GROUND PUBLIC SCHOOLS

31
32
33 BY: Signed by
34 Glenn Erickson, Chapter President

BY: Signed by
Shonny Bria, Superintendent

35
36
37 BY: Signed by
38 Cheryl O'Dell, Chapter President

39
40
41 DATE: 5/20/10
42
43
44
45
46
47
48

This may be used as a model agreement for represented groups or as a model policy for non-represented groups.

VFBA HEALTH REIMBURSEMENT PLAN

MEMORANDUM OF UNDERSTANDING

Between the

BATTLE GROUND SCHOOL DISTRICT

And the

PSE

The BATTLE GROUND SCHOOL DISTRICT has adopted the VFBA Health Reimbursement Plan (the "Plan"). The District also agrees to contribute to the Plan on behalf of all employees in the bargaining unit who are eligible to participate in the Plan.

The District agrees to make the following contributions:

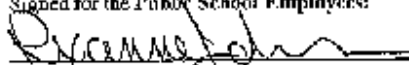
Unused State Allocated Employee Benefit Dollars: Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars as of the effective date of this agreement.

Group Salary Reduction: The District agrees to make contributions on behalf of all eligible employees in the group. Contributions shall be _____% or \$ _____ of eligible employee's salary and shall be calculated and contributed on a monthly basis. To be eligible during the term of this agreement an employee must have earned salary. Eligible employees understand that such contributions shall not affect the reporting to the Department of Retirement Systems for purposes of earnable compensation.

None of the above.

The term of this agreement shall be from Sept 1, 2008 to Aug. 31, 2009.

Signed for the Public School Employees:



Date: 3/24/09

Signed for the Battle Ground School District:



Date: 6-1-09

VEBA III LEAVE CASH OUT HEALTH REIMBURSEMENT PLAN

MEMORANDUM OF UNDERSTANDING

Between the

BATTLE GROUND SCHOOL DISTRICT

and the

PUBLIC SCHOOL EMPLOYEES

The BATTLE GROUND SCHOOL DISTRICT has adopted the VEBA III Leave Cash Out Health Reimbursement Plan (the "Plan"). The District also agrees to contribute to the Plan on behalf of all employees in the group who are eligible to participate in the Plan. Contributions on behalf of each eligible employee shall be based on the cash out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an eligible employee fails to sign and submit such agreement to the District, the District will not make sick leave cash out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

The following selected contribution options shall be available during the term of this agreement (or policy):

Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible⁽¹⁾) of unused sick leave. To be eligible during the term of the Plan, an employee must have earned at least 180 days of unused sick leave as of the effective date of this agreement, not including any front loaded days.

Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash out rights during the term hereof. Excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

Vacation Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated ___ days of unused vacation leave. To be eligible during the term of this agreement, an employee must have earned at least ___ days of unused vacation leave as of the effective date of this agreement.


Vacation Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash out rights during the term of this agreement.

Personal Leave Contributions: Eligibility for contributions is limited to employees who have accumulated ___ days of unused personal leave. To be eligible during the term of the Plan, an employee must have unused personal leave cash out rights during the term of the agreement.

Other Unused Leave Contributions: Eligibility for contributions is limited to employees eligible for other types of unused leave cash outs, specifically: _____

The term of this agreement shall be from Sept. 1, 2008 to Aug. 31, 2009.

Signed for the PUBLIC SCHOOL EMPLOYEES:



Date: 3/24/09

Signed for the BATTLE GROUND SCHOOL DISTRICT:



Date: 6-1-09

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. These employees may choose a higher eligibility threshold for VEBA III annual contribution eligibility.

