

Collective Bargaining Agreement

between

**Palouse School District No. 301
Garfield School District No. 302**

and

**Garfield-Palouse
Education Association**

representing

Education Support Specialists

**Effective September 1, 2025
through
August 31, 2028**

TABLE OF CONTENTS

PREAMBLE.....	4
ARTICLE I - RECOGNITION AND ADMINISTRATION	5
Section 1 - Definitions	5
Section 2 - Recognition	6
Section 3 - Temporary and Substitute Employees	6
Section 4 - Distribution of Agreement.....	6
Section 5 - Job Descriptions	6
Section 6 - New Positions.....	6
Section 7 - Status of Agreement	6
Section 8 - Conformity to Law	7
ARTICLE II - BUSINESS.....	8
Section 1 - Management Rights.....	8
Section 2 - Association Rights.....	8
Section 3 - Employee Rights	8
Section 4 - Maintenance of Membership.....	9
Section 5 - Labor Management Committee	9
ARTICLE III - PERSONNEL	10
Section 1 - Right to Due Process and Just Cause.....	10
Section 2 - Nondiscrimination	10
Section 4 - Personnel Files	10
Section 6 - Seniority	11
Section 7 - Layoff/Recall.....	11
Section 8 - Evaluations	12
Section 9 - Chain of Command	12
ARTICLE IV - ASSIGNMENT, TRANSFER AND VACANCY	13
Section 1 - Selection for New and Open Positions	13
Section 2 - Involuntary Transfer.....	13
Section 3 - Probationary Status.....	13
ARTICLE V - CONDITIONS OF WORK.....	14
Section 1 - Work Week.....	14
Section 2 - Rest Periods	14
Section 3 - Unpaid Lunch Time.....	14
Section 4 - Over-time Pay.....	14
Section 5 - Scheduled Work Days	14
Section 6 - Temporary Reassignment of Employees	14
Section 7 - Inclement Weather.....	14
Section 8 - Student Discipline	15

ARTICLE VI - HOLIDAYS AND VACATIONS	17
Section 1 - Paid Holidays	17
Section 2 - Vacations	17
ARTICLE VII - LEAVES	18
Section 1 - Illness/Injury/Emergency Leave	18
Section 2 - Sick Leave Sharing	18
Section 3 - Parenting Leave	19
Section 4 - Emergency Leave	19
Section 5 - Jury Duty and Subpoena Leave	19
Section 6 - Military Leave	19
Section 7 - Personal Business Leave	20
Section 8 - Bereavement Leave	20
Section 9 - Association Leave	20
Section 10 - Other Leaves	20
ARTICLE VIII - SPECIAL PROVISIONS BY JOB TITLE	22
Section 1 - Special Provision for Drivers	22
ARTICLE IX - GRIEVANCE PROCEDURE	25
Section 1 - Definitions	25
Section 2 - Individual Rights	25
ARTICLE X - FISCAL	28
Section 1 - Salary Payment	28
Section 2 - Longevity Pay	28
Section 3 - Basic Benefits Program	28
Section 4 - Travel Provisions	29
ARTICLE XI - DURATION	30
Section 1 - Term	30
Section 2 - Separability and Other Provisions	30
APPENDIX A - 2024-2025 SALARY SCHEDULE	31
INDEX	32

PREAMBLE

This document is an Agreement between the Boards of Education on behalf of the Palouse School District No. 301 and the Garfield School District No. 302 and the Garfield-Palouse Education Association/Washington Education Association/National Education Association. The wages, hours and terms and conditions of employment have been negotiated and agreed to in accordance with the provisions of RCW 41.56, the Educational Employment Relations Act.

ARTICLE I - RECOGNITION AND ADMINISTRATION

Section 1 - Definitions

1. The term “District” or “districts” shall mean the Palouse School District No. 301 and the Garfield School District No. 302.
2. The term “Board” or “Boards” shall mean the Board of Directors of the Palouse School District and the Garfield School District.
3. The term “Association” when used hereinafter shall mean the Garfield-Palouse Education Association/Washington Education Association/National Education Association.
4. The term “Parties” shall mean the Districts and the Association.
5. The term “Superintendent” shall mean the chief administrative officer of the Districts or his/her designee.
6. The term “President” shall mean the President of the Association or his/her designee.
7. The term “employer” shall mean the Palouse School District No. 301 and the Garfield School District No. 302.
8. The term “supervisor” when used hereinafter shall refer to the appropriate District administrator.
9. The term “employee” or “regular employee” when used hereinafter shall mean all bargaining unit members as described in Section 2 below.
10. The term “days” when used hereinafter shall mean work days as opposed to “calendar” days unless otherwise defined in this agreement.
11. The term “seniority” shall mean “district seniority” defined as the total period of employment within the Districts.
12. The term RCW shall mean the Revised Code of Washington.
13. The term WAC shall mean the Washington Administrative Code.
14. The term PERC shall mean the Washington State Public Employee Relations Commission.
15. Unless the context in which they are used clearly required otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.

Section 2 - Recognition

The employer recognizes the Garfield-Palouse Education Association/Washington Education Association/National Education Association as the exclusive bargaining agent for all regular full-time and part-time classified employees employed by the Garfield and Palouse School Districts excluding confidential or supervisory employees and all other employees.

The Association was certified as the bargaining agent on August 31, 1994, for employees as identified above following an election conducted by the Public Employment Relations Commission, Case No: 11170-E-94-1840.

Section 3 - Temporary and Substitute Employees

Temporary and substitute employees are not members of this bargaining unit until they work thirty (30) or more days in a twelve (12) month period ending in the current or immediately preceding school year. The sole benefit from this collective bargaining agreement applicable to bargaining unit temporary or substitute employees is the base rate of the Garfield-Palouse classified salary schedule.

Section 4 - Distribution of Agreement

- A. Following ratification signing of this Agreement, the Association shall design, prepare the camera ready copy and print this Agreement. The cost of printing and distributing of the Agreement shall be borne equally by the Districts and the Association. The Association shall distribute to all employees copies of this Agreement. Further, the Agreement shall be available to all applicants interviewed for positions within the bargaining unit.
- B. There shall be three (3) signed original copies of the final Agreement for the purpose of records. One shall be retained by Garfield School District #302, one shall be retained by Palouse School District #301, and one by the Association.

Section 5 - Job Descriptions

Upon request, employee job descriptions are available to employees and the Association president.

Section 6 - New Positions

The President of the Association will be notified prior to the posting of any new position that would come under the Association Agreement, as indicated in Section 2 and will be provided with the posting and the job description for the new position.

Section 7 - Status of Agreement

This agreement shall supersede any rules, regulations, policies, or resolutions of the Districts, which shall be contrary to or inconsistent with its terms.

Section 8 - Conformity to Law

This agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

ARTICLE II - BUSINESS

Section 1 - Management Rights

There is reserved exclusively to the District, all responsibilities, powers, rights and authority vested in the Districts by the laws and Constitution of Washington and the United States, of which have been exercised by the Districts, excepting when the Districts have expressly and specifically agreed to limit those rights in this Agreement.

Section 2 - Association Rights

The Association and their representatives may exercise the right to:

1. Use District buildings to transact Association business provided that building use complies with District policies.
2. Use Districts' facilities and equipment, including typewriters, computer equipment and duplication equipment, at reasonable times when such equipment is not otherwise in use, to transact Association business. Use of supplies, District FAX equipment and telephone shall be subject to reimbursement to the District by the Association. District FAX equipment and telephones shall not be used for Association business during hours of work.
3. Post notices of activities and matters of Association concern on bulletin boards to be provided in the faculty lounge. Posted notices will be signed and dated by the Association official responsible for the posting.
4. Upon request be granted a copy of all information mandated by law that is of public record under the Public Records Act of Washington State.
5. Use the intra-district mail service and employee mail boxes for lawful communication purposes to transact Association business.
6. Prior to employer adoption of the annual school calendar, the Association shall have the right and opportunity to provide input regarding such.
7. Whenever any representative of the Association or any employee is mutually scheduled by the District and Association to participate during working hours in district negotiations, grievance proceedings, or meetings, he/she shall suffer no loss in pay. (1997)

Section 3 - Employee Rights

- A. The Boards agree that every employee as herein defined shall have the right freely to join or not join the Association.
- B. An employee shall be entitled to have present, a representative of the Association during any formal disciplinary action. The employee shall be advised of the right to representation under this provision of the Agreement prior to action being taken.

Section 4 - Maintenance of Membership

- A. Upon receipt of a written authorization (the membership application) the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA and UniServ.
- B. Any employee who is a member of the Association or who has applied for membership shall sign and deliver an authorization form to the Association. Such membership authorization shall continue in effect from year to year unless revoked in writing and sent to the Association.

Section 5 - Labor Management Committee

The Labor Management committee shall be composed of two District administrative staff and two representatives from the Association. The committee will meet at the request of either party as needed. The purpose of the committee shall be to improve communications between labor and management, to pursue mutual problem identification and mutual problem solving, and to prevent grievances from occurring. However, the committee shall not discuss grievances once they have been filed. (2009)

ARTICLE III - PERSONNEL

Section 1 - Right to Due Process and Just Cause

- A. No employee shall be disciplined without just cause. The specific grounds forming the basis for the disciplinary action will be made available to the employee and the Association upon the employee's written request.
- B. An employee shall be entitled to have present a representative of the Association during any scheduled disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present provided such representation occurs within a reasonable period of time. Further, in the event a formal disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to action being taken.
- C. In the event any employee is given formal disciplinary action, the Districts shall provide the President with notice of such action. Should the employee indicate in writing to the District that he or she does not wish to have the Association notified, such notice will be withheld.
- D. Any written complaint made against an employee by any parent, student, or other person is to be called to the attention of the employee. Any such written complaint not called to the attention of the employee within ten (10) working days may not be used as the basis for or in support of any formal disciplinary action against the employee.

Section 2 - Nondiscrimination

No party to this agreement will unlawfully discriminate against any employee with regard to race, creed, religion, color, national origin, age, sex, marital status or presence of any sensory, mental or physical handicap except as otherwise required by law.

Section 4 - Personnel Files

- A. Employees shall, upon request, have the right to review all contents of their complete personnel file. Upon request, a copy, at the employee's expense at the current reproduction rates, of any documents contained therein shall be afforded the employee. An employee may be accompanied by another employee at this review. Upon request by the employee, the superintendent or designee shall sign to verify the contents of the file.
- B. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District.
- C. Derogatory materials about an employee will not be placed in an employee's personnel file without the employee's knowledge. A copy of all such materials shall be given to the employee. An employee may attach comments to any derogatory materials contained in his/her personnel file.
- D. After three (3) years, the employee may request removal of any documentation of verbal warnings and counseling sessions from the supervisor's working file

- E. After three (3) years, an employee shall have the opportunity to request the removal of any material from the personnel file. (2015)
- F. It is recognized that the supervisor/principal may need to maintain an anecdotal record in order to aid in the evaluation process. Such material shall not be kept beyond the completion of the evaluation and shall not be placed in the personnel file. The supervisor/principal's working file will be available for review by the employee at the employee's request. The employee's evaluation report will be kept in the personnel file. (2015)

Section 6 - Seniority

- A. The seniority of an employee within the bargaining unit shall be established as the date on which the employee began employment with the Districts.
 - 1. Categories of employees that exist within the bargaining unit are defined in Section 5.7.1 above.
 - 2. An employee may hold seniority in more than one category.
- B. The seniority rights of an employee shall be lost for the following reasons: resignation, discharge, and/or retirement.
- C. Seniority rights shall not be lost, but shall not accrue, for the following reasons: authorized unpaid leaves of absence and/or layoff.
- D. Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury; or paid, authorized absence covered by the leave provision of the agreement; and holidays and vacations.
- F. By October 1 of each year, the employer will print and distribute to all employees and the Association, a seniority list ranking each employee from greatest to least seniority by category.

Section 7 - Layoff/Recall

- A. For layoff purposes, bargaining unit employees shall be grouped into the following categories: Office/Clerical, Educational Support Staff, Bus Driver, Custodian, Food Service. Employees shall be laid off in reverse order of district seniority within category when employee qualifications for retained positions are equal. An employee may hold seniority within more than one category and, in the event of layoff within category of work, may "bump" a junior employee in another category where seniority exists provided the senior employee has the qualification for the position retained.
- B. In the event the employer anticipates a layoff of employees, the Association and the affected employees will be given fifteen (15) calendar days written notice prior to the time the layoff would occur.

- C. In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine the position on the seniority list.
- D. A laid off employee shall upon application and at her/his option, be given consideration for the substitute list.
- E. Laid off employees shall be placed into a re-employment pool. Reassignment from this pool to existing vacancies shall be in reverse order of layoff to any position for which they are qualified. Recall rights shall not extend beyond one (1) year from the date of layoff.

Notice of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. It shall be the employee's responsibility to keep the employer notified as to her/his current mailing address.

- F. If an employee rejects an offer of recall, he/she shall be dropped from the pool.

Section 8 - Evaluations

- A. All employees shall be evaluated annually. Such evaluation is to be completed and reviewed with the employee no later than May 15 of the year in which the evaluation takes place. (2009)
- B. The employee has a chance to offer written rebuttal to the evaluation. Both the supervisor and the employee sign and date the evaluation (original to personnel file, copy to employee).
- C. The evaluation form labeled Appendix B shall be the only form used.
- D. If there is an "Unsatisfactory" rating for any area on the evaluation, the supervisor must make suggestions on the evaluation form for improving present performance. (2009)

Section 9 - Chain of Command

The established channels of authority and problem solving shall not be circumvented. Concerns shall be referred to the appropriate level. This is in no way any attempt to hinder communications or discussions of appropriate matters between the boards, administration, Association, or staff.

ARTICLE IV - ASSIGNMENT, TRANSFER AND VACANCY

Section 1 - Selection for New and Open Positions

- A. The employer shall post, for a minimum of five (5) working days new and open positions.
- B. Any employee interested in contracted extra work hours or temporary positions must submit his/her name, in writing, to the district office. The president of the association will be notified in advance, to the extent practical, of all contracted extra hours or temporary positions. The employees, who have submitted their names in writing, would be considered for contracted extra work hours or temporary positions but the District still maintains the right to determine the assigning of contracted extra hours and hiring temporary positions.
- C. An employee seeking a new position (different classified category) following school application protocol, if hired, shall be placed on the salary schedule at the employee's closest current rate of pay in the new category.

Section 2 - Involuntary Transfer

An involuntary transfer or reassignment shall be made after a meeting between the employee involved and his/her immediate supervisor and the employee has been notified in writing of the reason (s) for the transfer. The employee shall stay on the salary schedule at his/her rate of pay.

Section 3 - Probationary Status

Each new hire shall remain in a probationary status for the first ninety (90) days of employment following the hire date. During this probationary period the District may discharge such employee at its discretion. Employees with probationary status shall have no access to layoff/recall or the grievance procedure in regard to termination. Probationary employees shall accrue no seniority until completion of the probationary period at which time their seniority shall revert to their first day of work.

ARTICLE V - CONDITIONS OF WORK

Section 1 - Work Week

Except as otherwise assigned, the work week shall consist of five (5) consecutive days, Monday through Friday.

Section 2 - Rest Periods

Employees shall be allowed a rest period of not less than fifteen (15) minutes for each four (4) consecutive hours of assigned work.

Section 3 - Unpaid Lunch Time

Each employee scheduled to work five (5) or more consecutive hours will be provided a thirty (30) minute duty free, unpaid lunch period.

Section 4 - Over-time Pay

Employees assigned work in excess of forty (40) hours per week will be paid at time and one-half (1 ½) per hour.

Section 5 - Scheduled Work Days

Benefits will be pro-rated for all scheduled work days including early releases. If an employee is required to work part or all of these days, the employee will be compensated with all regular benefits including but not limited to retirement and medical insurance.

On delayed start days, employees shall be able to work their regularly scheduled hours. Pre-approved responsibilities will be assigned by an employee's direct supervisor.

Section 6 - Temporary Reassignment of Employees

In the event the District or immediate supervisor temporarily assigns a permanent employee as a temporary substitute to perform services regularly performed by another employee, the assigned employee shall be paid at his/her regular pay rate or, the beginning rate of the absent employee, whichever is higher. (2015)

Section 7 - Inclement Weather

(2015)

- A. In the event snow or hazardous weather forces schools to close or operate on a delayed or shortened schedule, the District will notify employees as early as possible regarding work schedule requirements.
- B. Regular school-year employees are not required to report to work when their buildings are closed, but will substitute another day of service when schools make up the missed day(s) and will not have salary deducted for such time losses.

- C. All other employees are expected to report to work as per their regular schedule. If unable to report to work or arriving late, employees must report their absence or late arrival to their immediate supervisor. Employees may use sick leave, personal leave, vacation time, or may make arrangements to make up time missed due to inclement weather.
- D. When schools are closed early due to hazardous conditions, employees will be permitted to leave immediately after students are dismissed.

Section 8 - Student Discipline

- A. **Efforts to Maintain Discipline:** The Boards and Superintendent shall support and uphold employees in their efforts to maintain discipline in the Districts, and shall give immediate response to all employee's requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and wellbeing of students and employees is supported by the Boards. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Boards and not inconsistent with federal and state laws of regulations.
- B. **Employees Rights:** Each employee shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to students. This assistance and support includes:
 - 1. Students who pose a physical threat to employees and/or other students shall be removed from the classroom until a behavior program is developed for the student.
 - 2. Consultation and feedback concerning disposition of student disciplinary problems. It is also understood that employees have a responsibility to seek clarification through communication with administrators regarding disciplinary problems.
 - 3. Recognition of an employees' right to be notified by the Principal/Supervisor whenever said Principal./Supervisor has received court notification that a student has been convicted in adult criminal court or adjudicated or entered into a diversion agreement with the juvenile court on any of the following offenses as defined by law:
 - a. A violent offense;
 - b. A sex offense;
 - c. Inhaling toxic fumes;
 - d. A controlled substance violation;
 - e. A liquor violation;
 - f. Assault-physical harm;
 - g. Kidnapping, unlawful imprisonment, and custodial interference;
 - h. Harassment; and
 - i. Arson, reckless burning, and malicious mischief.
 - 4. Notification to staff of student transfers to the district due to disciplinary problems.

5. Information regarding any of the student offenses listed above shall be confidential and may not be used for student discipline and evaluation.

C. **Physical Threat:** Students who pose a physical threat to employees and/or other students shall be removed from the classroom until a behavior program is developed for the student.

ARTICLE VI - HOLIDAYS AND VACATIONS

Section 1 - Paid Holidays

- A. Regular and part-time employees whose regular work schedule is four (4) hours or more per day (or twenty (20) or more hours per week) shall be compensated at their regular rate of pay for the following holidays which fall within their work year.
 - 1. Labor Day
 - 2. Veteran's Day
 - 3. Thanksgiving Day
 - 4. Day after Thanksgiving Day (Full-time FTE employees only)
 - 5. Christmas Day
 - 6. New Year's Day
 - 7. Martin Luther King, Jr.'s Birthday
 - 8. President's Day
 - 9. Memorial Day
 - 10. Independence Day
- B. If a paid holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding or Monday following said holiday. If a holiday falls within an employee's vacation period, the employee shall receive an extra day of paid vacation or be given an extra day off at the employee's discretion.
- C. Work performed on a holiday will be paid at two (2) times the regular rate of pay.

Section 2 - Vacations

- A. 52 week, Full-time and part-time [four hours and above] employees, are entitled to annual paid vacation of two weeks per year upon completion of one full employees' work year and one additional day for each additional year up to a maximum of twenty (20) days.
- B. Employees shall schedule vacation time with their immediate supervisor. Scheduling conflicts shall be resolved by the supervisor.
- C. Unused vacation time may accrue from year to year until a maximum of thirty (30) days has been accumulated.
- D. Earned but unused vacation time shall be paid to the employee at time of termination, resignation or retirement or to the employee's estate upon death.

ARTICLE VII - LEAVES

Section 1 - Illness/Injury/Emergency Leave

- A. The Districts shall grant each staff member twelve (12) sick leave days annually. Unused sick leave may be accumulated on a year-to-year basis up to a maximum of the number of contract days in a contract period, not to exceed one year. An employee's accumulated sick leave balance earned while employed in another Washington State school district shall be accepted by the Garfield and Palouse Districts.
- B. The Districts may require a signed statement from a physician for any absence in excess of five (5) consecutive days.
- C. Absence due to injury in the course of the employee's employment may be compensated in the following manner:

For absences due to job related injuries which qualify for Industrial Accident and Worker's Compensation coverage, a prorated portion of sick leave may be used which when added to the amount of time loss payment shall equal but not exceed the employee's normal salary.

- D. An employee who is unable to perform his/her duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence up to one (1) year without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the superintendent. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the superintendent. An employee returning from such leave shall be placed in the last position held, or a comparable position for which the employee is qualified. (2015)
- E. Emergency leave is granted when an unforeseen and unavoidable event due to a problem that has been suddenly precipitated or is unplanned, or where pre-planning could not relieve the necessity for the employee's absence. Emergency leave is deductible from Emergency accumulated sick leave. (2009)

Section 2 - Sick Leave Sharing

- A. Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment.
- B. An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to a sick leave bank for the purposes specified in #1 above.
- C. Employees cannot donate sick leave days that would result in his/her sick leave account going below twenty-two (22) days.

- D. Sick leave shall be defined as leave pursuant RCW 28A.58 with compensation for illness, injury, and emergencies.
- E. While an employee is on leave transferred under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.
- F. Certificated and classified employees will form one sick leave bank.

Section 3 - Parenting Leave

An employee requesting Parenting/Adoption leave should give written notice to the Districts at least two (2) weeks prior to commencement of said leave. A written request for Parenting/Adoption leave should include a statement as to the expected date of return to employment and within thirty (30) days after childbirth or receiving a child, shall inform the employer of the specific day when he/she will return to work.

In addition, an employee may be allowed up to one year of unpaid leave for the purpose of remaining at home with the child. Upon return from such leave, the employee will be placed in the position last held in the district or a comparable position for which the employee is qualified. (2015)

Section 4 - Emergency Leave

The District shall allow staff to use any of their accumulated leave balances in the event the employee has an emergency, as defined as, a problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence during school hours. (2015)

Section 5 - Jury Duty and Subpoena Leave

- A. Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on work days shall be deducted from the employee's salary. The employee shall notify the employer when notification to serve on jury duty is received.
- B. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law; provided that such appearance is on behalf of the employer. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.
- C. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee.

Section 6 - Military Leave

Employees shall be granted military leaves of absence in accordance with law. Upon return from leave, the employee shall be placed in the position last held or a similar position in the Districts.

Section 7 - Personal Business Leave

- A. Regular and part-time employees whose regular work schedule is four (4) hours or more per day (or twenty (20) or more hours per week) shall have four (4) personal leave days with pay per year to be used for personal business, which requires absence during work hours.
- B. Up to two (2) unused days of leave may be carried over to the following year. The total number of days will not exceed six (6) personal leave days in any one year.

Notification, if possible, to the principal or other supervisor of personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies).

- C. Full-time and part-time (4 hours or more) employees who accrue personal leave may buy back up to two (2) personal leave days at the rate of \$120.00 per day (or pro-rated depending on regular hours per day employed, i.e. four (4) hours a day - \$60.00 per day, etc.) as long as there is a remaining balance of at least two days.

Section 8 - Bereavement Leave

- A. Up to five (5) days shall be granted with pay for bereavement of a relative in the immediate family or for persons for whom an equivalent relationship exists. Such leave shall not be accumulative.
- B. Employees shall notify the superintendent/designee when taking bereavement leave and record such leave as per district procedures. (2015)
- C. Additional leave may be taken under the terms of this policy and shall be deducted from the employee's accumulated sick leave.
- D. Additionally, all regular employees, regardless of the number of hours worked, are eligible for prorated bereavement leave.

Section 9 - Association Leave

Up to five (5) days of District paid leave per school year shall be provided for Association business. Leave shall be granted upon Association request. Whenever possible, notification of the leave shall be submitted by the President in writing to the Superintendent two (2) weeks before the leave is to take effect. The President and employee shall be informed of the arrangements made for the leave. The cost of the substitute shall be reimbursed by the Association if a substitute is needed. (2015)

Section 10 - Other Leaves

- A. The school board may approve an employee's request for up to a year's leave of absence at its discretion. The employee, upon return from such leave, may be granted his/her position, if a position is available and the employee returning from leave is qualified for the position.
- B. Upon request by the employee, such leave may be renewed for up to one (1) additional year.

- C. At the option of the carrier and if the employee so requests, insurance benefits may be extended to the employee during a leave of absence. Cost of insurance premiums shall be paid by the employee in accordance with the payment schedule in effect in the district.
- D. The employee shall retain accrued sick leave, earned vacation rights and seniority rights while on a leave of absence. Vacation credits, sick leave, and seniority shall not accrue while the employee is on a leave of absence. (1997)

ARTICLE VIII - SPECIAL PROVISIONS BY JOB TITLE

Section 1 - Special Provision for Drivers

A. Definitions:

Route: transportation provided for a regular, defined schedule
Trip: transportation provided for special events on an as needed basis

B. Seniority:

1. Seniority of a driver shall be established as the date upon which the driver began employment with the districts in the following two categories: route driver or trip driver.
2. The seniority rights of a driver shall be lost for the following reasons: resignation, discharge, retirement, and/or movement from trip driver to route driver unless said driver holds seniority in the route driver category.
3. A route driver that moves to the trip driver list will not lose seniority.
4. All driver assignments shall be based upon seniority unless otherwise specified within this contract.
5. If a driver resigns and chooses at a later date to return, the new hire date will be used for the purpose of seniority.
6. Three seniority lists shall be created to fill assignments.
 - a. Route Driver Seniority List - A list of all route drivers will be compiled based upon hire date as a route driver with the districts.
 - b. Substitute Driver Seniority List - A list of all trip drivers will be compiled based upon hire date with the districts.
 - c. Trip Assignment Seniority List - This list shall be composed of all route drivers wishing to drive trips and sub drivers. All route drivers will have seniority over trip drivers.
7. By August 15 of each year, the employer will print and distribute to all drivers and to the association seniority lists ranking each driver from greatest to least seniority by category.

C. Route Assignments

1. All routes will be opened the fall of each school year. The times assigned to each route will be determined by the transportation supervisor.
2. Each route will be filled by using a seniority list of all route bus drivers, with the most senior driver having first chance and continuing down the list until each route is filled.
3. Route Assignments:

Single Route Drivers (only one route per day) and Multiple Route Drivers (more than one route per day) will be paid a minimum of one (1) hour regardless of the time required for each route. The time assigned to each route will include a combined total of thirty (30) minutes for pre- and post-inspections, fueling, and cleaning.

4. Back-to-Back Routes:

Back-to-Back Route Drivers (no time between the routes, e.g. the driver either switches to a different bus or unloads students and then loads another group of students) will be paid a minimum of one (1) hour per route. The time assigned each route will include a combined total of thirty (30) minutes for pre- and post-inspections, fueling, and cleaning.

5. The after-school extracurricular routes will be paid at the regular route rate as per the classified salary schedule.

6. If wages for a route are reduced by 30 minutes or more before December 15, the driver assigned to the route has the right to request a different route. Selection will be according to seniority. Re-assignment will only occur during winter vacation. (2009)

D. Trip Assignments

1. All trips will be offered using the Trip Assignment Seniority List.

2. Trips shall be offered on a rotating basis with the driver who is first on the Trip Assignment Seniority List having first choice from the list of trips offered. Route drivers on the list will get two trip choices within the same rotation cycle. Subsequent choices will be made using the Trip Assignment Seniority List. The Trip Assignment Seniority List will be used to find a replacement driver in the event a driver cancels a driving assignment on the day before or the day of the trip. The replacement driver will not lose his/her place in rotation. The driver who cancels will not have the right to choose another trip in place of the canceled trip.

3. Total time for assigned trips shall include both a 15-minute pre and a 15-minute post inspection. Drivers will be paid for a minimum of one hour plus a 15-minute pre and 15-minute post inspection regardless of the length of the trip.

Drivers will be paid at two rates based on the salary schedule for extracurricular trips:

- a. Drive time will be based on driver route pay at the level he/she currently holds (including pre and post inspection time),
- b. Non-drive time will be paid at the extracurricular flat pay rate for the duration of the trip.

E. Any activity/athletic run three hours or less would not be classified as a trip choice. A driver's acceptance or refusal of such trips will not alter the driver's place in the rotation.

F. Multiple day trips: If an event involves more than one trip, the assignment may be given to a single driver. The number of trips that comprise the event will be counted as additional rotation choices by that driver. Drivers will be paid on an hourly basis from the time the bus is started the first time in the day until the bus is turned off for the last time in the day.

G. Overnight trips: Drivers will be paid on an hourly basis from the time the bus is started the first time in the day until the bus is turned off for the last time in the day.

H. Cancelled Trips

1. Three (3) hours or less of departure time:

- a. If a trip is cancelled and drivers notified three (3) hours or less of departure time and the trip driver is also a route driver for whom a sub has been hired, the substitute driver will go ahead and drive the route. Both the sub driver and the regular route driver will be paid as if they had driven the route. The sub driver will be paid from the minimum (first) column on the salary schedule for drivers and the route driver will be paid at his/her regular route pay as determined by placement on the salary schedule.
- b. If a trip is cancelled and the driver notified three (3) hours or less of departure time and the trip driver is not a route driver for whom a sub has been hired, the trip driver will be paid for two (2) hours at trip pay.
- c. If a trip is cancelled and the driver notified three (3) hours or less of departure time on a non-school day, the driver will be paid for two (2) hours at trip pay.

I. Prior to three (3) hours:

1. If a trip is cancelled and drivers notified prior to three (3) hours of departure time and the trip driver is also a route driver for whom a sub has been hired, the substitute route driver will be cancelled without compensation and the route driver will assume his/her regular route.
2. If a trip is cancelled and the driver notified prior to three (3) hours of departure time and the trip driver is not a route driver for whom a sub has been hired, the trip driver will be cancelled without compensation.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1 - Definitions

- A. A “grievant” shall mean an employee or group of employees filing a grievance.
- B. A “grievance” shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving a misinterpretation or misapplication of the terms of this Agreement.
- C. “Days” shall mean employee work days, except as otherwise indicated. (If the stipulated time limits are not met by the Districts, the grievant shall have the right to appeal the grievance to the next level of procedure. If the stipulated time lines are not met by the employee, the grievance shall be waived.

Section 2 - Individual Rights

- A. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with his/her supervisor and to have the problem adjusted without the intervention of the Association.
- B. The grievant may be represented at all stages of the grievance procedure, at his/her option, by an Association representative provided that the grievant will notify the appropriate administrator of association representation prior to any grievance hearing.

Section 3 - Procedure

Step 1.

An employee shall first present his/her grievance to his/her supervisor for settlement. Such presentation must be made within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known or the grievance shall be deemed waived.

Additionally, a grievance

- 1. must include the section(s) of this Agreement allegedly misapplied or misinterpreted,
- 2. must provide a specific description of how a section(s) of this Agreement was allegedly misinterpreted or misapplied,
- 3. must specify a request for a remedy and
- 4. must be signed and dated.

The supervisor shall, within ten (10) days thereafter, provide to the employee his/her answer to the grievance.

Step 2.

If the grievant is not satisfied with the disposition of the grievance at Step 1 or if no decision has been rendered within ten (10) days after presentation of the grievance, the grievance may be referred to the superintendent or his/her official designee. The superintendent shall arrange for a hearing with the grievant which shall take place within ten (10) days of his/her receipt of the appeal. Upon conclusion of the hearing, the superintendent will have five (5) days to provide his/her written decision together with the reasons for the decision to the grievant.

Step 3. School Board

- A. If the grievant is not satisfied with the disposition of the grievance at Step 2 or if no decision has been rendered within ten (10) days after he/she first met with the superintendent, he/she may within five (5) days after a decision by the superintendent, or fifteen (15) days after he/she has first met with the superintendent, whichever is sooner, request in writing that the Association submit his/her grievance to the Board of Trustees of the Garfield-Palouse School Districts.
- B. The Board of Trustees will hold a hearing with the grievant within thirty (30) days of the Boards' receipt of the appeal. The Boards will provide the grievant a written decision within ten (10) days of the hearing before the Boards.

Step 4. Binding Arbitration

- A. If the grievant is not satisfied with disposition of his/her grievance at Step 3, he/she may, within five (5) days after the decision by the Boards, request in writing, that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation or application of any of the section(s) of this Agreement, it may, by written notice to the Boards, within fifteen (15) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- B. Within ten (10) days after such written notice of submission to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.
- C. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of the Step 3 meeting.
- D. The arbitrator selected will confer with the representatives of the Districts and the Association and hold hearing promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearing has been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which required the commission of an act prohibited by law or which is violative of the terms of this Agreement. In addition, the arbitrator has no power or authority to hear or decide any matter

regarding the content of an employee's annual performance evaluation. The decision of the arbitrator will be submitted to the Boards and the Association and will be final and binding upon the parties.

- E. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Boards and the Association. All other costs will be borne by the party incurring them.

Section 4 - Other Provisions

- A. **Exception of Time Lines** - When a grievance is submitted on or after the end of the employee's work year, the time limits shall consist of all calendar days so that the matter may be resolved as soon as possible.
- B. **Personnel Files** - All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- C. **Grievance Forms** - See Appendix C.

ARTICLE X - FISCAL

Section 1 - Salary Payment

- A. Each employee shall be paid according to his/her proper salary step as set forth in Appendix A. To be eligible for an increment, an employee's hire date is on or before January 1.
- B. Except for substitutes and temporary employees, an employee's base salary shall be in twelve (12) equal monthly installments, unless the employee receives no insurance benefits.
- C. For the 2025-2026, 2026-2027, and 2027-2028 school year, the base wage will be improved by the IPD increase or 3%; whichever is higher.
- D. A newly hired employee will begin in the first level of the salary schedule - Level A

UNLESS

New hires come with experience from other districts, regardless of the state, where verifiable experience has occurred, year for year, up to 3 years, will be placed on the coinciding Level. (Seniority is still based on hire date, not placement on the salary schedule.) New hires with a BA degree or higher will begin employment on Level C.

Section 2 - Longevity Pay

In recognition of longevity within the Garfield-Palouse School District, employees shall be granted the following increases on the salary schedule:

16th year 2%
21st year 3%
26th year 4%
31st year 5%
36th year 6%
41st year 7%

Section 3 - Basic Benefits Program

- A. The Districts shall contribute the state funded benefit per full-time equivalent employee (working 2080 hours annually) per month toward the cost of a basic benefit program. To be eligible for employer contribution to insurance premium cost, the employee must be regularly scheduled to work four (4) hours or more each work day (or twenty (20) or more hours per week). Employees working less than four (4) hours shall have the option to self-pay salary insurance through payroll deduction if allowed by the carrier. (2015)
- B. Basic benefits shall include medical, vision, dental, life and long-term disability insurance. Employees may select additional District/Association approved programs at the employee's own expense. (2015)

- C. An employee working less than 2080 hours shall be eligible for a pro-rated amount for basic medical benefits premium cost based on her/his FTE (2080) hours.
- D. An employee eligible for employer paid insurance premium costs for basic benefits will have such costs paid from the district's insurance pool. Such insurance pool of dollars is calculated by multiplying the number of eligible classified bargaining unit FTE employees times the current adjusted state allotment for each FTE employee's insurance benefits. Such pooled dollars are distributed on an FTE basis until the pooled dollars are expended.

Section 4 - Travel Provisions

- A. If a district vehicle is not available, an employee shall be remunerated for district required travel in the employee's own vehicle at the IRS mileage rate.
- B. Employees attending a district approved, out-of-District workshop, will be paid up to eight (8) hours per day.

ARTICLE XI - DURATION

Section 1 - Term

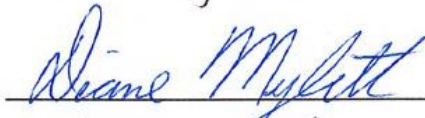
- A. This agreement shall be effective from September 1, 2025 and shall continue in effect until August 31, 2028.
- B. The parties agree to the following re-openers for each year of the Agreement:
1. Salary, benefits and legislative impact
 2. Two (2) re-openers per party
 3. Any other items mutually agreed upon by both parties

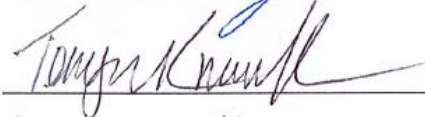
Section 2 - Separability and Other Provisions

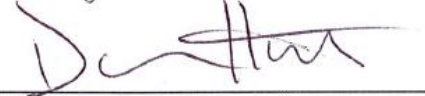
This Agreement may be reopened and modified at any time during its term upon mutual written consent of the employer and the Association.

Palouse Superintendent-Mike Jones  DATE 10/24/25

Garfield Superintendent-Tom Korst  DATE 10/27/25

GPCA Negotiator - Diane Mylett  DATE 10-17-25

GPCA Negotiator - Tonya Knauff  DATE 10/17/25

GPCA Negotiator - Dawn Hunt  DATE 10/27/25

APPENDIX A - 2025-2026 SALARY SCHEDULE

2025-2026 GARFIELD-PALOUSE CLASSIFIED SALARY SCHEDULE 3% Increase

1.03												LONGEVITY PAY					
												2%	3%	4%	5%	6%	7%
												<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>	<u>P</u>	<u>Q</u>
												five years from K	five years from L	five years from M	five years from N	five years from O	five years from P

INDEX

A	Intra-district mail..... 8
Agreement	Involuntary Transfer 13
Distribution of 6	J
Assignment, Transfer and Vacancy 13	Job Description 6
Association Leave 20	Jury Duty and Subpoena Leave 19
Association Rights 8	Just Cause 10
B	L
Basic Benefits Program 28	Labor Management Committee 9
Bereavement Leave 20	Layoff and Recall 11
Business 8	Leave
C	Association 20
Calendar, School 8	Bereavement 20
Chain of Command 12	Emergency 18, 19
D	Illness 18
Discipline 10	Injury 18
Student 15	Jury Duty and Subpoena 19
Drivers, Special Provision 22	Military 19
Duration 30	of Absence 20, 21
E	Other 20
Emergency Leave 18, 19	Parenting 19
Employee	Personal Business 20
Probationary Status 13	Sick Leave Sharing 18
Rights 8, 15	Longevity Pay 28
Substitute 6	Lunch Time 14
Temporary 6	M
Evaluation 12	Maintenance of Membership 9
F	Management Rights 8
Fiscal 28	Military Leave 19
G	N
Grievance Procedure 25	New and Open Positions 13
H	Nondiscrimination 10
Holidays and Vacations 17	O
I	Open Positions 13
Illness Leave 18	Overnight Trips 23
Inclement Weather 14	Overtime Pay 14
Injury Leave 18	P
Insurance 21, 28	Parenting Leave 19
	Pay
	Overtime 14
	Personal Business Leave 20
	Personnel Files 10
	Physical Threat 16
	Preamble 4
	Probationary Status 13

R

Recall	12
Recognition and Administration	5
Rest Periods	14
Rights	
Association	8
Due Process	10
Employee.....	8, 15
Individual.....	25
Just Cause	10
Management	8
Route Assignments	22

S

Salary Payment	28
School Calendar	8
Seniority.....	5, 11, 21, 22, 23
List	11
Sick Leave.....	18
Sharing.....	18
Special Provision for Drivers	22
Student Discipline	15
Supplies	
Use of District	8

T

Temporary Positions	13
Transfer	13
Involuntary.....	13
Travel Provisions	29
Trip Assignments	23

U

Unpaid Lunch Time.....	14
Use of District Buildings	8

V

Vacancy	13
Vacation	17

W

Washington Education Association	9
Weather, Inclement	14
Work Days, Scheduled.....	14
Work Week.....	14