

COLLECTIVE BARGAINING AGREEMENT BETWEEN

GRANDVIEW SCHOOL DISTRICT #200

AND

PUBLIC SCHOOL EMPLOYEES OF GRANDVIEW

SEPTEMBER 1, 2026 – AUGUST 31, 2029



Public School Employees of Washington/SEIU Local 1948

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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.

PREAMBLE

This Agreement is made and entered into between Grandview School District # 200 (hereinafter "District") and Public School Employees of Grandview School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association") pursuant to RCW 41.56.

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:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as a deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the

Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2). Additionally excluded: Food Service Supervisor, Transportation Supervisor, Maintenance Supervisor, Bookkeeper, Payroll Clerk, Technical Support Staff, Superintendent Secretaries, Grandview Accounting Association and Accountant.

Section 1.3.

Job descriptions for all positions subject to this Agreement will be developed and made available to the Association upon request.

The District will confer with the Association before finalizing new job descriptions as well as changes to existing job descriptions when more than two (2) responsibilities are to be revised.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees employed by the Grandview School District; in the following general job classifications: Custodial (Custodian, Custodian Head), Maintenance (Maintenance), Mechanics (Bus Mechanic, Assistant Bus Mechanic, Groundskeepers (Groundskeeper), Food Service (Head Cook, Baker, Cook/Cashiers), Paraprofessionals (Paraprofessional, Self-Contained Paraprofessional, Certificated Nursing Assistant, Library Paraprofessional, Speech/Language Pathologist Assistant, Certificated Deaf Interpreter, Bus Aide, Playground Assistant), Transportation (Driver, Driver Trainer), Secretaries (Principal's Secretary, Federal State Programs, District Office-Sub Caller, Secretary, Migrant Home Visitor, Secretary Assistant, Migrant Clerk, Clerical Assistant) and Security (Security Guard). Temporary Seasonal Asst. (Temp Asst.).

Section 1.4.1

When a person works as a substitute for thirty (30) cumulative days in any one (1) year or preceding year, they will be paid at the zero (0) step and will receive no other contract coverage.

Section 1.4.2.

A temporary position is a position that is projected to be at least twenty (20) workdays but no more than one hundred and twenty (120) workdays in any school year. Current employees shall have the right to these positions shall it generate more hours and or wages. Shall a current employee be awarded a temporary position; their position shall be held for their return.

- A. Current employees who apply for and take a temporary position will be given priority over outside candidates and junior employees when the move would result in an increase of hours, wages, or both.
- B. Current employees awarded temporary positions will be returned to their previously held position.
- C. If a current employee fills this position, their position will not be posted but will be filled by a substitute for the duration; the choice to utilize a substitute shall be at the discretion of the District.

- 1 D. Shall a newly hired employee fill the temporary position, and should it go beyond one
2 hundred and twenty (120) workdays; the employee shall be credited with seniority and
3 all rights retroactive to the first day of employment except for Section 9.2 (Probation).
4 Section 9.2 (Probation) will become effective on the one hundred twenty-first workday.
5

6 **Section 1.5.**

7 If the District has a reasonable expectation or knowledge that a position will be vacant for thirty (30)
8 calendar days or more, the District shall post the position within ten (10) working days of obtaining
9 such knowledge or forming such expectation, unless the District has determined that the position will
10 be eliminated, reduced, reorganized, or otherwise not filled.
11

- 12 A. Current employees who apply for and take replacement positions will be given priority over
13 outside candidates and junior employees when the move would result in an increase of hours,
14 wages, or both.
15
16 B. Current employees who apply for replacement positions will be returned to their previously
17 held position.
18
19 C. If a continuing employee fills this position, their position will not be posted but will be filled by
20 a substitute for the duration; the choice to utilize a substitute shall be at the discretion of the
21 District.
22
23 D. Transportation Department shall move two (2) bus drivers that would benefit from an increase
24 in hours because of this replacement position, shall the employee desire the movement, if not a
25 substitute may be utilized.
26

27 **Section 1.6.**

28 Temporary vacancies projected to exist for twenty (20) workdays or less are not subject to this
29 provision and may be filled with a substitute employee at the District's discretion.
30

31 **Section 1.7. Temporary Seasonal Assistant.**

32 An employee who is employed from March 1 through October 31 annually. This position is considered
33 a full-time, forty (40) hour per week employee during the March 1 through October 31 time period. No
34 work will be assigned between November 1 and February 29 annually.
35

- 36 A. Should a Temporary Seasonal Assistant work ten (10) days or more in a month they shall
37 accrue one (1) day per month of paid time off. This time can be used as personal leave. Any
38 unused leave (to a maximum of six [6] days per year) may be cashed out at one hundred
39 percent (100%) after work ends on September 30. Temporary Seasonal Assistant(s) cannot
40 carry over personal leave balance to the next year.
41
42 B. Should the District reduce hours or eliminate positions within the Groundskeeper Department,
43 it is understood that Temporary Seasonal Assistant(s) employees/positions will be the first
44 employees to have their hours reduced and or position(s) eliminated.
45
46 C. There shall be up to five (5) Temporary Seasonal Assistant positions unless bargained with the
47 Association.
48

- 1 D. The pay is amended and attached to Schedule A. The employee(s) must work at least seventy
2 (70) workdays the previous year to advance on the salary schedule the following year.
3
4 E. Temporary Seasonal Assistants shall remain on probationary status for one-hundred and twenty
5 (120) days.
6
7 F. The following articles and sections of the Collective Bargaining Agreement do not apply to the
8 Seasonal Groundkeeper position.
9
10 1. Temporary Seasonal Assistants are exempt from Article VI, Section 6.4 (Overtime
11 Assignments). All overtime is to be offered to regular employee(s). If non-Temporary
12 Seasonal Assistant employees are unavailable, Temporary Seasonal Assistant(s)
13 employees may elect for overtime.
14
15 2. Article VIII, excluding Section 8.8 and 8.9.
16
17 3. Article IX.
18
19 4. Article XVII, Section 17.3.
20
21
22

23 ARTICLE II

24 RIGHTS OF THE EMPLOYER

25 **Section 2.1.**

26 It is agreed that the customary and usual rights, powers, functions, and authority of management are
27 vested in management officials of the District and the provisions of this Agreement is the right to the
28 following:
29
30

- 31
- 32 • To direct the work force.
 - 33 • To hire, promote, retain, transfer, and assign employees in positions.
 - 34 • To suspend, discharge, demote or take other disciplinary action against employees.
 - 35 • To release employees from duties because of lack of work or for other legitimate reasons.
- 36

37 The District shall retain the right to maintain efficiency of the District operation by determining the
38 methods, the means, and the personnel by which operations undertaken by the employees in the unit
39 are to be conducted.
40

41 **Section 2.2.**

42 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
43 District. In making rules and regulations relating to personnel policies, procedures, and practices, and
44 matters of working conditions, the District shall give due regard and consideration to the rights of the
45 Association and the employees and to the obligations imposed by this Agreement.
46
47
48

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District and Association 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 relating to this Agreement to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.

Employees 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 unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, sexual orientation, age or marital status or because of a 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.

Section 3.5.

There shall be only one (1) official confidential personnel file, which will be kept in the District Administration Office. This shall not preclude the use of any working files. An employee who wishes to inspect the contents of their official file shall make an appointment. The inspection of the official file shall be accomplished in the presence of a designated District official.

Section 3.5.1.

Each employee shall be provided a copy of all material placed in their personnel file within ten (10) workdays of its insertion. An employee may attach comments to any material that is a part of the personnel file.

Section 3.5.2.

All written material forming the basis for discipline, or adverse effect shall be limited to events occurring during the previous three (3) years. Such information three (3) years or older shall be expunged from the file at the written request of the employee, provided that no similar incidents occur during this time period. An employee may request that a written and verbal warning may be removed after two (2) years, provided that no similar incidents occur during that time period.

Section 3.6.

Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330 (2) (a, b) shall be provided the training and right of refusal as described in the respective code and District Policy.

Section 3.7.

Employees assigned duties for a student requiring catheterization under the parameters of RCW 28A.210.280, shall be provided the training and right of refusal as described in the respective code and District Policy.

Section 3.8. New Employee Probationary Evaluation.

All newly hired or reclassified employees will be notified by the end of sixty (60) workdays during the standard ninety (90) workday probationary period if there are performance deficiencies. At that time, they will be given clear expectations for improvement by their supervisor and/or building administrator, which will allow thirty (30) workdays to improve their performance, if needed.

Section 3.9. Trial Period.

Current employees who change jobs have a five (5) workday trial period to return to their former position. A substitute employee may be utilized to replace the employee who changes jobs for a five (5) workday trial period.

Section 3.10.

C.N.A.s will not be required to work in a classroom as a Paraeducator unless there is an emergency and there is no one else available.

Section 3.11. Health Emergency Labor Standards Act (HELSA).

The District will comply with the Health Emergency Labor Standards Act to the extent required by law. In addition, both parties agree to negotiate the impact of changes to working conditions due to HELSA requirements after the declaration of a health emergency.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit and to assist them in the grievance procedure, when requested to do so by the employee, according to law, and the rules governing this Agreement.

1 **Section 4.2.**

2 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
3 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
4 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any
5 District official or body arising out of grievance and to make known the Association's views
6 concerning the case.
7

8 **Section 4.2.1. Seniority List.**

9 On or before the last day of December of each year, the District shall provide a seniority list by
10 classification, to include hire date and daily hours worked to the Association President. The
11 Association may provide information regarding discrepancies in the seniority list. The
12 Association will have fourteen (14) workdays to submit changes upon receipt of the seniority
13 list.
14

15 **Section 4.3.**

16 The Association, as part of the general orientation of each new employee within the unit subject to this
17 Agreement, shall describe the employee's rights under the Public Employees Collective Bargaining Act
18 of 1967 and subsequent amendments thereto, and shall provide such employee with a copy of this
19 Agreement to be furnished by the Association.
20

21 **Section 4.3.1.**

22 An integral part of each employee's tenure with the District is an understanding of this
23 Agreement and the role of the Association in the employment setting. As such, each new
24 employee, as part of their orientation, shall be offered the opportunity to attend a thirty (30)
25 minute session where they will receive an overview of the Association and the contract with no
26 District Administration present. The parties agree that it is highly beneficial for all bargaining
27 unit employees to receive a comprehensive new employee orientation as soon as possible, of
28 which shall occur no later than one (1) month after the employee is hired.
29

30 The Association orientation session will be conducted by a representative designated by the
31 Association and if at all possible, to be scheduled once a month if needed. The Association will
32 provide the District with copies of all materials which will be distributed during the session.
33

34 **Section 4.3.2.**

35 During the first week of each month of an employee's hire date or change/transfer in position
36 and two (2) times annually November 1 and March 1 thereafter, for all employees covered
37 under PSE collective bargaining unit, the employer will provide an .XLSX digital file format to
38 the association President or designee and membership@pseofwa.org for all employee
39 information retained in the employers records to the Union.
40
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The information will include:

- The employee's name and date of hire and if a change in position the new position start date.
- The employee's contact information, including:
 - Cellular, home, and work telephone numbers.
 - Work and personal email addresses; and
 - Home address or personal mailing address.
 - The employee's job title Employee ID or unique identifier
- Annual salary for contracted work performed under the Collective Bargaining Agreement.
 - Rate of pay for contracted work performed under Collective Bargaining Agreement.
 - Enhancements or stipends received by the employee.
 - Contracted days for work performed under Collective Bargaining Agreement.
 - Continuing position “yes or no”

Section 4.4.

The Association reserves and retains the right to delegate to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization, the right to bargain collectively, and represent Association members in relation to the grievance procedure.

Section 4.5.

The President of the Association and Executive Board Members (defined as President, Vice President, Treasurer, and Secretary) will be provided time off without pay to a maximum of ten (10) workdays per year to attend regional or state meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration.

Section 4.6.

Upon request, the District will provide the Association with District and/or SPI generated personnel reports.

Section 4.7.

Representatives of the Association, upon making their presence known to the District, with approval of the Superintendent, shall have access to the District premises during business hours, provided that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work, permission shall not be unreasonably withheld.

Section 4.8. Bulletin Boards.

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

1 **Section 4.8.1.**

2 The responsibility for the prompt removal of notices from the bulletin boards after they have
3 served their purpose shall rest with the individual who posted such notices.
4

5 **Section 4.9. Calendar.**

6 The Association will have the opportunity to provide input on the school calendar proposal when a
7 calendar is scheduled for adoption. The District will send the calendar template to the Association at
8 the same time they send the calendar proposal(s) to the GEA.
9
10
11

12 **ARTICLE V**

13 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

14
15
16 **Section 5.1.**

17 It is agreed and understood that collective bargaining means the performance of the mutual obligations
18 of the Board and the Association to meet at reasonable times, to confer and negotiate in good faith, and
19 to execute a written agreement with respect to grievance procedures and collective negotiations on
20 personnel matters, including wages, hours, and working conditions, which may be peculiar to an
21 appropriate bargaining unit.
22

23 It is further understood and agreed to that notwithstanding the above obligation, neither the Board nor
24 Association shall be compelled to agree to a proposal or be required to make a concession, except as
25 provided in RCW 41.56.
26

27 **Section 5.1.1. Bargaining Preparation and Chapter Meeting Release Time.**

28 Members of the Association may adjust or flex their work schedules to attend bargaining
29 committee meetings and chapter meetings that occur during their regular work hours. Such
30 schedule adjustments shall be arranged by mutual agreement between the employee and
31 supervisor and may be taken in increments as needed throughout the bargaining process. The
32 union will make every effort to hold these meetings outside of scheduled work hours for the
33 majority of the committee/members.
34

35 **Section 5.2. Labor Management Committee.**

36 The Association will designate a Labor Management Committee of up to five (5) Association members
37 that will meet with the Superintendent of the District and up to five (5) designated representatives at
38 the request of either party to discuss appropriate matters. The District reserves the right to invite
39 necessary representatives as needed and will endeavor to communicate these needs in advance. The
40 purpose of the meeting(s) is for the Association and District to discuss issues arising in the day-to-day
41 operation impacting the Association. Prior meeting notification will be provided when possible.
42 Meetings will be held by mutual agreement of the parties. If outside their normal workday, employees
43 shall be compensated up to one (1) hour.
44

45 **Section 5.2.1.**

46 Any newly created Schedule A position shall be bargained with the Association. It is
47 understood that the District administration has the ultimate management prerogative to
48 establish new jobs/positions and duties.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1.

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

Section 6.2.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of five (5) business days, except in the case of an emergency.

Section 6.2.1. Extra Hours of Work.

Extra hours of work over an employee's contact hours including overtime assignments shall be distributed in accordance with the seniority provisions.

Extra hours of work will be offered to the most senior qualified employee in the individual job classification at the work site first, then will be offered outside of the building by seniority. If the most senior employee refused the work, it will be offered to the next senior, etc. If no one agrees to do the work, the least senior may be assigned.

When a contracted driver assigned to a midday run or 21st Century route is unavailable the District shall offer this work to available contracted driver by seniority before assigning the work to substitutes. Following provisions of 6.8.1.2 Trip Assignments.

Section 6.3. Rest Periods.

Eight (8) hour employees shall be allowed an unpaid duty-free meal period of at least thirty (30) minutes, which commences no less than two (2) hours, nor more than five (5) hours from the beginning of the shift. Meal periods shall be compensated by the employer when the employee is required by the employer to remain on duty on the premises or at a prescribed work site in the interest of the employer. No employee shall be required to work more than five (5) consecutive hours without a meal period.

Employees working three (3) or more hours longer than a normal workday shall be allowed at least one (1) thirty (30) minute meal period prior to or during the overtime period. Employees shall be allowed a rest period of no less than fifteen (15) minutes compensated by the employer for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period.

Employees who are assigned to a shift less than eight (8) hours, rest/meal periods should be as follows:

- 7 to 8-hour work shift: One 30-minute uninterrupted meal period, with two (2) 15-minute rest periods
- 5.25 to 6.75-hour work shift: One 30-minute uninterrupted meal period, with one (1) 15-minute rest period
- 4 to 5-hour work shift: One 15-minute rest period
- *Less than 4 hours: No rest period

*If employees need a short rest period during this group of shifts, due to the nature of the job responsibility, it should be worked out with the respective supervisor.

Lunch coverage will be provided to avoid interruptions, unless no other option is available.

Section 6.4.

All approved hours worked in excess of forty (40) hours a week shall be compensated at the rate of one and one-half (1½) the employee's base rate. For this Section only, paid holidays will be considered as hours worked.

Section 6.4.1. Compensatory Time.

When an employee is requested or required by the supervisor to work hours beyond the regular-scheduled hours of the position, the employee may elect compensatory time ("comp time") in lieu of pay as reimbursement. An employee has the right to choose between compensatory time and paid time. An employer may not impose compensatory time as payment for hours worked. Once "comp time" has been agreed upon, hours will accrue at the rate of one (1) hour of comp time for each extra hour worked, until total time worked for the week equals a total of (40) hours. Hours worked in excess of forty (40) hours for the week will accrue at the overtime rate of one and one-half (1½) hours for each hour worked over forty (40) hours. Said hours shall be taken within the same month accrued, or by the end of the following month. Exceptions are to be approved by the Superintendent or designee only.

Compensatory leave may not be taken the first two (2) weeks or the last two (2) weeks of the school year, except in extraordinary cases and with the permission of the Superintendent or designee.

Section 6.4.2. Call Back Time.

An employee called back after their regularly scheduled work shift has ended shall be paid a minimum of two (2) hours call back time at the appropriate rate. This will not apply to a problem caused by an individual employee's neglect. If a driver reports to work without notification of cancellation, the driver shall receive two (2) hours pay at their regular drivers' rate; provided, however, that the driver has made arrangements or provisions for such notification.

1 **Section 6.4.3.**

2 Shall the District call an employee back to work on a scheduled day off who has used vacation
3 or personal leave hours during the same week, shall have those hours considered hours worked
4 for the purpose of computing overtime.

5
6 **Section 6.4.4.**

7 Bus Drivers, who miss their regularly scheduled shift due to cancellation of an extracurricular
8 trip, shall be compensated for their regular shift time during the workweek.

9
10 **Section 6.4.5.**

11 Holiday hours shall count as hours worked for overtime purposes.

12
13 **Section 6.5.**

14 From the first day, the employee shall receive their regular rate of pay plus an additional two dollars
15 and fifty cents (\$2.50) per hour when the employee is asked to fill the position of Food Service
16 Supervisor, Facilities and Maintenance Coordinator, Maintenance Supervisor and Transportation
17 Supervisor.

18
19 **Section 6.6. Mandatory Trainings.**

20 When attendance is required by the District for in-service programs, District meetings, or other
21 required class training other than certification requirements, employees shall be compensated at their
22 hourly rate of pay, and any fees/charges associated with the District required meetings shall be paid for
23 by the District. Employees shall have no less than two (2) weeks' notice of mandatory training outside
24 the normal workday.

25
26 **Section 6.7. Layover Time.**

27 In situations where there are thirty (30) minutes or less between assignments, employees will be paid if
28 given job related responsibilities by the supervisor. This would not apply to split shift or multiple
29 assignments in separate job classifications.

30
31 **Section 6.8.**

32 Bus trips shall be assigned to drivers five (5) workdays in advance, if possible.

33
34 **Section 6.8.1. Trips.**

35 It is the goal of the parties to give fair and equal treatment to all Drivers when assigning trips.
36 Therefore, Drivers who go into overtime may be the last to be assigned trips by seniority.
37 Substitute Drivers will only be assigned trips after all available contracted Drivers have been
38 utilized.

39
40 **Section 6.8.1.1. Trip Posting.**

41 Trips will be posted on the Tuesday two weeks prior to the trip's departure date. Trip
42 postings will include the following:

- 43
44 A. Estimated total trip time
45 B. Estimated departure date and time.
46 C. Itinerary with an estimated list of drop off/pick-up times at each stop.
47 D. Contact information of coach/teacher in charge of the trip.
48 E. Estimated stops for break times as required by law for the Driver.

1
2 **Section 6.8.1.2. Trip Assignments.**
3

4 **A. When Trips are Assigned**

5 Trip assignments will be assigned on the Monday of the week preceding the trip
6 departure. Trips required to be assigned during a holiday shall be assigned
7 before the holiday.
8

9 **1. Short Notice Trips**

10 Trips that cannot be assigned five (5) workdays in advance will be
11 posted on the trip board with a trip information/interest sheet in a
12 different color. Sheets will be removed after twenty-four (24) hours of
13 being posted. All Drivers will have an equal opportunity to sign.
14

15 **2. Last Minute Trips**

16 Trips that come one (1) day prior to the trip date will not be posted (this
17 includes those trips previously assigned but turned back due to illness,
18 unavailability, or other circumstances) and shall be awarded by seniority.
19

20 **B. Trip Assignment Process**

21 Driver's contracted base hours would define a Driver's weekly trip availability
22 (within a forty [40]-hour workweek). Trips shall be assigned in the following
23 order/priority:
24

- 25 1. Contracted Drivers where the trip will not take the employee over forty
26 (40) hours for the week.
- 27
- 28 2. Contracted Drivers where the trip will take the employee over forty (40)
29 hours for the week.
- 30
- 31 3. When a trip will result in all Drivers going over forty-five (45) hours for
32 the week, the assignment will be awarded by seniority.
- 33
- 34 4. Substitute Drivers when no other Drivers are available
35

36 **C. Trip Cleaning and Bus Preparedness**

- 37 1. Drivers taking extra trips during the weekend will be allowed thirty
38 minutes (30) not to exceed forty five (45) minutes before departure time
39 and up to one (1) hour to fuel and clean up at the conclusion of the trip.
40
 - 41 2. Drivers taking extra trips during the weekdays will be allowed thirty (30)
42 minutes before departure time and up to one (1) hour to Fuel and clean
43 up at the conclusion of the trip.
44
- 45
46
47
48

1 **Section 6.8.1.3. Accepting Trips.**

2 After a trip is assigned, Drivers have twenty-four (24) hours to accept or decline the
3 trip. Assigned trips shall be posted on the message board. The Assigned trip sheet shall
4 clearly include the date and time the assignment was posted.
5

- 6 A. If the Driver accepts the trip, they must put their initial beside trip assignment.
7
8 B. In case an interested Driver was assigned a trip and is not working between the
9 time limit to accept or decline the trip, the Director (or designee) will contact the
10 Driver and ask for acceptance or declination.
11

12 **Section 6.8.1.4. Declining Trips.**

13 Drivers will inform the Transportation Director if they choose to decline the trip, and
14 another Driver will be assigned to the next driver who signed up for the trip.
15

16 Drivers who do not initial next to the trip assignment to confirm accepting the trip
17 within twenty-four (24) hours of posting the trip will be assigned to the next Driver on
18 the bid sheet.
19

20 **Section 6.8.1.5. Reassignment.**

21 Once a trip has been accepted, the trip cannot be reassigned.
22

23 Except when there are not enough Drivers available to transport students to and from
24 school safely and Drivers assigned to trips are needed to transport students to and from
25 school. The least senior Driver of the combined trips will be reassigned.
26

27 **Section 6.8.1.6. Overnight Trips.**

28 Overnight trips is defined as the transportation of students to and from a location that
29 includes at least one (1) night in a hotel.
30

- 31 A. Overnight trips are posted in the order of date received and will be posted the
32 next Tuesday after the trip was received.
33
34 B. The trip will be assigned the Monday after the posting date.
35
36 C. Overnight trip assignments shall be assigned on a seniority rotation list. If a
37 Driver turns down an overnight trip, they must wait to be assigned a trip at their
38 next turn in the rotation.
39
40 D. At the beginning of the school year, Drivers may sign up for the overnight trip
41 list. New Drivers hired during the school year may be added to the list upon
42 hire. Drivers who do not want to be considered for overnight trips may request
43 to be removed from the list in writing to the Transportation Director. Drivers can
44 request to be placed back onto the overnight trip pool at any time in writing to
45 the Transportation Director.
46
47 E. Drivers overtime status is not considered when assigning overnight trips.
48

F. The District shall follow state and federal laws on hours worked while in travel status. For example, once the employee arrives at the employee's lodging and is free to engage in personal activities, the employee is no longer "on duty." This time is not considered hours worked.

G. Employees will receive a minimum of eight (8) hours of pay (including regular route time) at the applicable rate for each day of overnight trips except on the day of return. On the day of return the employee will receive a minimum of eight (8) hours when returned to the bus lot at 1:00 p.m. or later. Hours worked on any day over the minimum allotted daily time will be paid at the applicable rate.

Section 6.8.1.7. Trips During Summer Break.

Contracted Drivers who are working summer school will be offered trips during the summer break on a rotating seniority basis.

Section 6.8.1.8. Rescheduled Trips.

Trips that are rescheduled shall be treated as a canceled trip and reposted.

Section 6.8.1.9. Canceled Trips.

- A. Drivers who miss their regularly scheduled shift due to cancellation of an extracurricular trip shall be compensated for their regular shift time during the workweek.
- B. If the trip is canceled before the pre-trip time of the Driver's contracted route, and the Driver can reasonably get to the Transportation building to perform their pre-trip. The Driver will do their own route.
- C. Drivers not notified of a cancelled trip assignment will receive two (2) hours show up time for trips outside their regular work hours.

Section 6.8.2. Transportation Definitions.

Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation.

- 1. Run: The AM or PM portion of a route or linked route (home to school to home).
- 2. Route: Combined AM and PM run, which can consist of two (2) or more runs.
- 3. Midday: A run that can't be defined as AM or PM and is generally between 10:00 AM and 1:00 PM.
- 4. After school program run: A run that occurs after school to get students home from after school programs.
- 5. Contracted hours: Hours as posted and hired for, including runs, routes, middays, pre-and post-trip times.

6. Pre/post times: All drivers shall receive included in their daily run times.

- A. Fifteen (15) minute pre-trip inspection for each run.
- B. Fifteen (15) minute post-trip time for each run.

Drivers are required to conduct pre-trip and post-trip activities during this time. These activities include checking-in/checking out, picking up keys, performing required pre/post trip inspections and any daily cleaning of their buses.

Total daily pre-trip and post-trip time will be flexed throughout the day to include fueling and cleaning within their assigned hours for the day.

7. Flow Through: Is defined as time between an employee's route(s). Flow through will be applied to all time of thirty (30) minutes or less between routes. All time less than thirty (30) minutes between regularly scheduled bus runs shall be counted as hours worked. If time and location permit, this time should be used for fueling and cleaning the bus.

Section 6.8.3. Annual Assignment Bid Fair.

Drivers will be returned at the beginning of the school year substantially to the routes they occupied at the conclusion of the previous school year (except for afterschool programs). The Bid Fair shall be concluded before the second week of October each year.

- A. Employees will receive their bid date and their time to bid before September 15th. Employees who have not received notification by September 20th need to contact the transportation office.
- B. All changes to current routes (stops, directions, number of students) must be submitted at least two (2) weeks prior to the Bid Fair via the bus route modification form.
- C. One (1) week before the Bid Fair, the Transportation Director will meet with Association representatives to review the routes and identify concerns and make any necessary changes to the runs up for bid.
- D. The District shall post the following for drivers to view at least three (3) workdays and shall be available to view at the bus lot. They will not be severable and will be bid on as presented.
 - a. Secondary/elementary/pre-K AM/PM routes.
 - b. Individual runs
 - c. Middays
 - d. After school program runs for the remainder of the school year with estimated end date of the program.
- E. The following information will be provided on bid sheets: route number, school name, run maps and estimated assigned student number. SPED routes should specify if they contain special equipment.

- 1
- 2 F. Drivers will not be allowed to bid on an assignment which totals more than forty (40)
- 3 hours.
- 4
- 5 G. All route time (AM and PM), individual run, midday, pre-trip and post-trip time, shall
- 6 be totaled at the conclusion of the “bid” and this time shall constitute their daily
- 7 contracted hours not to exceed forty (40) hours.
- 8
- 9 H. Hours in the assignment shall be guaranteed the duration of the school year unless a
- 10 driver willingly and knowingly accepts a package with fewer hours or their route
- 11 changes less than thirty (30) minutes.
- 12
- 13 I. It is agreed by the parties that drivers will be allowed to include more than a single mid-
- 14 day run in their route package, as long as the runs do not overlap or create the
- 15 possibility that a driver will not be able to comply with established pickup/drop off
- 16 times.
- 17
- 18 J. If a driver is unable to attend for any reason, the driver can choose someone to bid for
- 19 them. All proxies must be in writing and should include the name of the party bidding
- 20 on their behalf.
- 21

22 **Section 6.8.4. After School Program Runs.**

23 At the beginning of the school year until the annual bid meeting, newly after school program

24 runs shall be awarded by seniority to drivers. (what was the reasoning for this)

25

- 26 1. Whose overall assignment is under forty (40) hours.
- 27 2. Who can reasonably get from their PM route to the pickup point on time.
- 28

29 Drivers who choose after school program runs at the Annual Bid Fair are only guaranteed the

30 time for the days the afterschool program is expected to occur during the current school year.

31

32 **Section 6.8.5. Assignment Review.**

33 In December and March, drivers who daily log extra or fewer hours than their contracted hours

34 for ten (10) or more days in a month shall have their assignment reviewed by the

35 Transportation Director.

36

- 37 A. The supervisor shall ride the route no less than one (1) time as part of any review before
- 38 denying additional time to a route, run or midday.
- 39
- 40 B. At the conclusion of the review, the supervisor shall provide a written decision to the
- 41 driver on whether the route shall be increased, decreased or remain the same.
- 42
- 43 C. Route changes of thirty (30) minutes or less per day per year may be added without the
- 44 reposting of a route, run or midday.
- 45
- 46 D. Route changes of more than thirty (30) minutes or more per day per year shall be
- 47 formally posted.
- 48

Section 6.8.6. Bus Mechanic On-Call Rotation.

The District may establish a rotating on-call schedule for employees assigned to the Bus Mechanic classification to provide after-hours emergency response for District vehicle breakdowns and other transportation-related mechanical emergencies occurring outside of regularly scheduled work hours.

Qualified Bus Mechanics shall participate in the on-call rotation unless excused by the Transportation Director or designee for operational or other approved reasons.

The District shall determine the on-call schedule and rotation based upon operational needs.

An employee who is contacted and performs work while assigned to the on-call rotation shall be compensated at the applicable overtime rate in accordance with the overtime provisions of this Agreement.

Each after-hours call requiring an employee to perform work shall be compensated for a minimum of two (2) hours at the applicable overtime rate, regardless of the actual time worked. If the work exceeds two (2) hours, the employee shall be compensated for all hours actually worked.

Employees assigned to the on-call rotation shall be provided the on-call schedule on a monthly basis with an alternating fourteen day (14) rotation.

The District shall identify the primary method(s) of contact to be used during an employee's on-call assignment, which may include telephone call, text message, or other mutually agreed-upon communication method.

Employees assigned to on-call duty shall acknowledge receipt of a call or message as soon as practicable and, absent extenuating circumstances, within thirty (30) minutes of initial contact. If there is no response within the thirty (30) minutes, the call shall be directed to the Transportation Director.

Employees responding to an emergency call-out shall report to the assigned work location or begin performing necessary remote troubleshooting as soon as practicable of accepting the assignment, unless otherwise directed by the District.

On-call assignments shall be distributed on a rotating seniority basis.

Employees shall not be disciplined for failure to respond when circumstances beyond their reasonable control prevent a response.

Employees assigned to the on-call rotation are expected to remain reasonably available and able to respond to after-hours emergencies during their assigned rotation. Employees may exchange assigned on-call rotation periods with another qualified Bus Mechanic upon prior approval of the Transportation Director or designee.

Section 6.9.

An employee who takes a higher paid classification and or position permanently will be paid at the first rate in the higher classification and or position that will result in a salary increase. It is understood that the employee's longevity is retained.

All employees who are required, in writing, to work and assume a majority of the duties and responsibilities in a higher paid classification and or position temporarily will be paid at the first rate in the higher classification and or position that will result in a salary increase. The higher rate of pay will be paid from first day.

Section 6.10. Emergency Closure.

In the event that it becomes necessary to close schools because of weather or other emergency situations, employees will be notified, when possible, by 6:00 a.m. Employees who start prior to this time will receive notification earlier. If school has begun for the day and early dismissal is required, employees shall be dismissed immediately following the departure of students for those employees who work less than twelve (12) months. In the event the District fails to provide a minimum of forty-five (45) minute notification prior to the employee(s) shift, the employee(s) shall be compensated a minimum of two (2) hours pay at the employee's regular rate. The employee may be required to work the two (2) hours.

Section 6.11.

No employee shall be subjected to loss of pay or benefits due to non-attendance on days when the school has been closed for emergency reasons, as long as the employee makes up the time on approved snow/make up days when applicable.

Section 6.12. Delayed Start / Early Release Due to Inclement Weather or Emergencies.

With the exception of Bus Drivers (unless the Bus Driver was scheduled to work a program that was cancelled for the day). All employees who work less than one hundred eighty-two (182) days shall adhere to the following regarding a delayed start/early release/emergency to the workday due to inclement weather, unforeseen or unplanned emergency, the employee shall have one (1) of the following five (5) options for that particular event:

- A. The supervisor and the employee will mutually schedule the unworked hours.
- B. The employee may request debiting their personal leave.
- C. The employee may use sick leave as per Section (8.1.).
- D. The employee may choose to work their regularly scheduled hours.
- E. The employee may accept a deduction of pay for the unworked hours.

If the employee does not select one (1) of the above options within three (3) workdays, they will accept the wage deduction, option "E". If the employee has multiple days to make up, each day may have a different option above, but no more than one (1) option for each day.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

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

- | | |
|---------------------|----------------------------|
| 1. New Year's Day | 6. Veterans' Day |
| 2. Presidents' Day | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Day after Thanksgiving |
| 4. Juneteenth | 9. Day before Christmas |
| 5. Independence Day | 10. Christmas Day |
| 6. Labor Day | 11. Martin Luther King Day |

Section 7.1.1. 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, have worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday and are not on an unpaid status, shall be eligible for pay for such unworked holiday.

Section 7.1.2. Summer Contract.

Employees employed under a summer contract, extended-year assignment, or other District-authorized summer work schedule shall be paid for all recognized holidays occurring during the term of their summer assignment. Eligibility for such holiday pay shall not be affected by whether the holiday falls on a student attendance day. If the holiday falls on a Saturday they get the previous Friday paid off. If the holiday falls on a Sunday they get the following Monday paid off.

Section 7.1.3. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday plus one and one-half (1½) times their base rate for all hours worked on such holiday; provided the employee works a forty (40) hour or more week.

Section 7.1.4. Holidays During Vacation.

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

Section 7.2. Vacations.

Upon completion of the first year of service with the School District, each full-time employee shall be granted twelve (12) days paid vacation per year. Upon completion of the fourth year of service, each full-time employee shall be granted thirteen (13) days paid vacation per year. Upon completion of the seventh year of service, each full-time employee shall receive fourteen (14) days' paid vacation per year. Upon completion of the tenth year, each employee shall receive fifteen (15) days paid vacation per year. Upon completion of the fifteenth year of service, each full-time employee shall receive twenty (20) days paid vacation per year.

1 **Section 7.2.1.**

2 Time spent by employees after September 1, 2023, in less than twelve (12)-month positions
3 shall be recognized in calculating vacation for full-time employees.
4

5 **Section 7.2.2.**

6 Except as provided in the following section, any vacation credit currently due but unused by the
7 new accrual date each year may be carried over for one (1) year following the accrual date with
8 the approval of the immediate supervisor and administration. No vacation may be carried over
9 for more than one (1) year beyond the date on which it became due; provided, however, no
10 employee shall be denied accrued vacation benefits due to District employment needs.
11
12
13

14 **ARTICLE VIII**

15 **LEAVES**

16
17 **Section 8.1. Leave for Illness, Injury, or Emergency.**

18 Each employee shall accumulate one (1) day sick leave per calendar month worked; provided,
19 however, that no employee shall accumulate less than ten (10) days of sick leave per school year.
20 Employees who work less than the school year shall receive a pro-rated portion of sick leave. Sick
21 leave shall be vested when earned and may be accumulated to the maximum allowable according to
22 state law. The District shall project the number of annual sick leave days at the beginning of the school
23 year according to the estimated calendar months the employee is to work during that year. The
24 employee shall be entitled to the projected number of days of sick leave at the beginning of the school
25 year. Sick leave benefits shall be paid on the employee's base hourly rate applicable to the employee's
26 normal daily work shift. If an employee should use more sick leave than accumulated and then leave
27 the District's employ, the District shall have the right to deduct such coverage from the employee's
28 final paycheck. Emergency leave must be approved by the employee's supervisor but will not be
29 reasonably denied. An emergency is defined as an unexpected situation requiring immediate attention.
30 A grant of sick leave in excess of five (5) consecutive days must be verified by a written statement
31 from a physician. Sick leave for more than five (5) consecutive days will not be granted unless the
32 report turned in to the Administration Office by the Supervisor at the end of the month is accompanied
33 by the certification from the doctor. If medical leave has been granted, the employee must submit a
34 GSD Return to Work Authorization form prior to returning to work. Leave under this section may only
35 be used for personal illness, personal injury, family illness, or other emergency defined by law under
36 RCW 49.46.210.
37
38

39 **Section 8.1.1.**

40 The District will comply with RCW 49.46 and its implementing regulations as it applies to
41 employee and substitute employee use of sick leave.
42

43 **Section 8.1.2. Sick Leave Cashout.**

44 The District agrees to abide by the present statute on sick leave cash out while it is in effect. If
45 the law or statute should change, both the District and the Association agree to abide by those
46 changes. The current statute provides as follows: Any eligible employee may exercise an
47 option to cash in unused sick leave days above an accumulation of sixty (60) days at a rate of
48 one (1) full day monetary compensation for four (4) accumulated sick leave days. At the

employee's option, they can in accordance with statutory law, cash-out their unused sick days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day monetary compensation for each four (4) days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. The maximum accumulation for purposes of sick leave cash out is one hundred eighty (180) days. VEBA III is authorized for the annual and retirement options but must be voted on annually by the Association.

In addition, at the time of separation from the School District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day current monetary compensation for each four (4) days of accrued leave for illness or injury.

Section 8.1.3.

Sick leave sharing shall be allowed in accordance with RCW 28A.58.195. Leave granted shall not exceed the remainder of the school year. Employees are allowed to share with all District employees.

Section 8.2. Bereavement Leave.

Up to five (5) days shall be granted with pay for bereavement of a member of the employee's immediate family per occurrence. Immediate family shall be defined as: parent, parent-in-law, spouse, sibling, or child. Such leave may be taken in increments. This category of bereavement leave is not deductible from sick leave. Bereavement leave is noncumulative. Exception to this provision may be granted by Superintendent action. Requests for an exception should be submitted in writing to the District Office.

Emergency leave may be used with bereavement leave. Emergency leave, when used with bereavement leave, will be deducted from sick leave.

Up to five (5) days of bereavement leave shall be granted for a niece, nephew, grandmother, grandfather, grandchild, aunt, uncle, or sibling in-law. The first two (2) days shall not be deducted from sick leave. The remaining three (3) days will be deducted from sick leave.

Up to three (3) days leave, deducted from sick leave, per occurrence for absence occasioned by the death of a relative residing in the household of the employee.

One (1) day of bereavement leave, deducted from sick leave, shall be granted for the bereavement of any other relative or close friend.

Section 8.3. Emergency Leave.

All employees shall be entitled to one (1) day of leave with pay each school year for professional matters of an emergency nature which cannot possibly be done outside of school hours. Emergency is defined as an unexpected situation requiring immediate attention.

Section 8.4. Maternity Leave / Parental Leaves.

An employee requesting maternity and/or parental leave shall notify the District thirty (30) days in advance of their intention to take leave and the estimated date when they will return to work.

A. Maternity leave and/or Parental Leave using Washington Paid Family Medical Leave:

1. Eligible employees may access Washington Paid Family and Medical Leave for up to twelve (12) weeks to welcome a new child via childbirth, adoption, or foster placement and may be eligible to receive up to eighteen (18) weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity per the new Washington Paid Family and Medical Leave.
2. If paid leave is used concurrently with PFML it will be considered a supplemental benefit.

Section 8.5. Washington Paid Family and Medical Leave (PFML).

Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law:

- The District shall annually notify employees about the benefits available under PFML.
- Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all payments will come from the ESD.
- PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family unless otherwise extended by specific circumstances. See above website.
- To qualify for PFML, employees must work one hundred eighty (180) days or more in the qualifying period, which shall be defined as the first four (4) of the last five (5) completed calendar quarters starting from which the employee makes their claim for benefits. PFML may not be taken without a qualifying event.
- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.

Section 8.5.1.

All paid leave shall count towards hours worked.

Section 8.6. Leave of Absence.

Section 8.6.1.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year, without any District compensation; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

When the leave is approved, the employee will be informed in writing of the requirement that they notify the School District in writing thirty (30) calendar days before the scheduled end of the leave that they will return. Notification must be by that date or failure to do so will be considered a resignation on the part of the employee.

Section 8.6.2.

The returning employee will be assigned to a similar or comparable position occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the District to inform replacement employees of their specific length of employment, if known.

Section 8.6.3.

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

Section 8.6.4.

Leave of absence may not be granted outside of the District during the employee's normal work hours to take another job during the leave of absence period.

Section 8.7. Personal Leave.

Employees shall be granted three (3) days paid personal leave per year not deducted from sick leave and may carry over three (3) days for a maximum of six (6) days in any given year. Employees may request to cash out up to three (3) days at the employees' current rate of pay. Employees shall not be required to give any reason for the use of personal leave. Personal leave cash out needs to be requested by June 20th of the contract year for one hundred eighty (180)- day employees and by August 1st for all other employees. Any payout for personal leave cash out will be processed and included in the employees' August paycheck.

Personal leave may not be taken in the first two (2) or last two (2) weeks of the school year except in extraordinary cases and with permission from the Superintendent or designee.

Any requests for personal leave must be submitted at least five (5) school days in advance and shall be subject to the order in which requests are received. No more than ten (10) personal leave days will be granted District-wide on any given day. Requests received in addition to the first ten (10) per day may be granted at the discretion of the Superintendent or designee.

Leave requests for the next school year will not be processed until August 1st of that year unless the leave request is for the first two (2) weeks of the school year or there is a special circumstance. Any special circumstance must be approved by the Superintendent or their designee.

Section 8.8. Jury Duty.

Any employee who is required to serve jury duty who is unavoidably detained by the court, their assigned shift shall be paid for the shift in question. Any jury duty pay from the court shall belong to the employee. In addition, whenever jury duty does not take the full day, the employee will report to their job for the remainder of the work schedule. A work certificate from the court must be presented

1 to the District upon completion of jury duty. If your shift starts after 2:00 pm you would not be
2 required to work for the hours you were participating in jury duty.

3
4 **Section 8.9. Leave Without Pay.**

5 All employees are expected to work the days associated with their work calendar. Leave without pay
6 requires the approval of both the employee's supervisor and the Assistant Superintendent prior to the
7 employee's absence. The employee's request for leave without pay will be reviewed on a case-by-case
8 basis. In the case an employee has used all accrued sick leave, unpaid leave will not be granted unless
9 employee has also used all accrued paid leave. Unapproved leave without pay will lead to discipline up
10 to and including termination.

11
12 **Section 8.10. Family Medical Leave.**

13 In addition to any other leave provided for elsewhere in this Agreement, upon the birth of a child, the
14 placement of a child with an employee for adoption or foster care, or for a serious health condition of an
15 employee or an employee's spouse, child or parent, each employee who has been employed at least twelve
16 (12) months is entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that
17 employees may substitute accrued vacation or other personal leave for leaves related to the
18 birth/adoption/foster care of a child, and may use accrued sick leave to care for themselves or sick family
19 members as defined above. The employee must provide the employer with at least thirty (30) calendar
20 days written notice for foreseeable leaves for birth, adoption and planned medical treatment. During this
21 leave, the employer will continue to pay the same portion of insurance premiums as when the employee
22 was working and will maintain the employee's coverage under any group health plan. Upon return from
23 such leave, the employer will place the employee in their previous position, or one with equivalent pay
24 and benefits. This leave will be administered according to state and federal law.

25
26 Notwithstanding the provisions of the federal Family and Medical Leave Act (FMLA), the employer
27 agrees to apply the provisions of that Act to all employees in the bargaining unit who worked one
28 thousand eighty (1,080) hours or more in the previous twelve (12) months regardless of whether they
29 meet the eligibility requirements contained in the FMLA.

30
31 **Section 8.11. Paid Military Leave.**

32 Eligible service member employees are entitled to twenty-one (21) days paid military leave in
33 accordance with Washington law. Employees shall, to the extent possible, provide reasonable notice in
34 advance of such leave. Use of paid military leave shall not result in any loss of seniority or similar
35 privileges as provided under Washington State and Federal Law.

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1.

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

Section 9.2.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following the hire date. During this probationary period, the District may discharge such employee at its discretion.

Section 9.3.

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

Section 9.4.

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

- A. Resignation
- B. Discharge for justifiable cause
- C. Retirement or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 9.5.

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

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves or
- D. Time spent in layoff status as hereinafter provided.

Section 9.6.

Seniority rights shall be effective within the general job classifications as defined in Article I, Section 1.4.

Section 9.7.

The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee or external candidate possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing, if requested, to the employee or employees and the Association's Chapter President its reasons why the senior employee or employees have been bypassed.

The administration at the building level will strive to assign additional time in an equitable manner among eligible employees.

Section 9.7.1. Shift Changes.

All shifts are subject to change. Shift change shall be governed by the following provisions:

- A. District may extend a shift up to forty-five (45) minutes with written notification to the Association President.
- B. A shift change of more than forty-five (45) minutes and up to sixty (60) minutes requires mutual consent of the District and the PSE Executive Board. The Superintendent/or designee must notify the Association President when the District is considering a shift change of more than forty-five (45) minutes and up to sixty (60) minutes.

The Association President will schedule a meeting within five (5) workdays to approve or disapprove the request. Attending the meeting will be the Superintendent/or designee, the employee, the employee's supervisor, and the PSE Executive Board and a classification rep.

All parties in attendance must approve the requested shift change. If unanimous agreement cannot be reached, then the position will be open.

- C. Shift change of more than sixty (60) minutes will be open and all provisions of the contract will apply.

When any permanent position is increased or decreased by more than thirty (30) minutes, a more senior employee in the same job classification may request assignment to the position, which generates the greater amount of compensation. An exception to this provision shall be those situations, which would create a significant adverse impact on the program and shall be brought to the Association President prior to implementation.

A junior employee who is displaced (bumped) due to this section may request assignment to a position occupied by a more junior employee; provided, however, that no junior employee may be displaced when said junior employee is not qualified to fill any other position.

As any changes made according to this section could result in a series of position reassignments, no change in assignments or work time will be accomplished until all requests for reassignments have been acted upon.

It is recognized that such changes may affect the retirement and health benefits of the employees involved, including potential loss as well as gain of benefits.

Section 9.8.

Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of ninety (90) days, notwithstanding that they have acquired a new hire date and a new classification.

1 **Section 9.9.**

2 The District shall publicize within the bargaining unit the availability of all open positions no later than
3 ten (10) business days after the District determines an open position exists. All open positions shall
4 remain posted for no less than five (5) business days and shall be filled within twenty (20) business
5 days of the initial posting date. No position shall be filled before the expiration of the five (5) business
6 day posting period. The Association agrees to discuss extending these timelines at the District's
7 request. A copy of the job posting shall be forwarded to the President of the Association and to the
8 Association classification representative of the classification concerned.
9

10 **Section 9.10.**

11 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by
12 the District according to seniority ranking by classification. After current employees have had an
13 opportunity to fill the open position, the position which remains will be offered by seniority.
14 Employees will be contacted by phone, and the formal offer will be sent through email. Once a
15 position is offered, the laid off employee has three (3) business days to accept the position before it is
16 offered to the next person laid off. Employees in layoff status shall remain on the re-employment list
17 for ninety (90) business days.
18

19 **Section 9.11.**

20 Employees on layoff status shall file their phone number, address, and email address (if applicable) in
21 writing with the Human Resource Office of the District and shall thereafter promptly advise the
22 District in writing of any changes of address.
23

24 **Section 9.12.**

25 An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee does not
26 comply with the requirements of Section 9.11, or if the employee does not respond to the offer of
27 reemployment within three (3) business days.
28

29 **Section 9.12.1.**

30 The District shall do one of the following: send a certified letter or e-mail with a message read
31 receipt to obtain the confirmation and date of an employee being offered reemployment. If an
32 employee on layoff status rejects an offer of reemployment, or who fails to respond within
33 three (3) business days of the date of the offer, or if the certified letter is returned to the District
34 as undeliverable, the employee forfeits seniority and all other accrued benefits, including
35 reemployment rights; provided that such employee is offered a position substantially equal to
36 that held prior to layoff.
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ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public. The following progression of employee discipline shall generally be followed: verbal warning, written reprimand, suspension, and termination.

Section 10.2. Notification to Non-Annual Employees.

This section is intended to be applicable to those employees whose calendar of workdays is less than twelve (12) months (excluding vacations) work per year.

Section 10.2.1.

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

Section 10.2.2.

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

Section 10.2.3.

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

Section 10.3.

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

ARTICLE XI

INSURANCE AND RETIREMENT

Section 11.1.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

The parties also acknowledge that there will continue to be unanticipated impacts as SEBB is implemented. The parties agree to meet and confer about the impacts of the implementation of SEBB through Labor Management.

Eligibility

- SEBB health care plans are available for individual employees who work a minimum of six hundred and thirty (630) hours from September 1st through August 31st of each year, as per SEBB benefit rules.

Programs

The regionally accessible health care programs provided by SEBB carriers will be available to employees and will include:

Required (100% covered premium)

- Vision
- Dental
- Basic Life
- Basic Long-Term Disability
- AD&D Insurance

Voluntary

- SEBB medical plans

Other Benefits

Flexible Spending Arrangement, Health Savings Accounts, Dependent Care Assistance, and other voluntary employee paid SEBB programs will be available to employees under terms as determined by SEBB. The District will provide access to an Employee Assistance Program with shared cost of fifty percent (50%) District and fifty percent (50%) employee. Other Non-SEBB programs are available to employees but are not funded from the amount provided by the District.

The District and Association will mutually determine non-SEBB voluntary plans. These plans may not be implemented without prior written agreement of the District and Association. A list of the programs eligible for payroll deduction will be available upon completion at the District payroll office.

Enrollment Period

Enrollment period will be determined year to year by SEBB from October 1st to November 15th or as otherwise set by SEBB. When the enrollment ends, no insurance options may be added or deleted during the contract year except for life events that meet the current SEBB special enrollment requirements. If an employee fails to enroll within the open enrollment period, they will be placed on the default medical, dental and vision plans as determined by SEBB.

New employees hired after September 1st of each year are required to enroll or waive medical coverage and elect mandatory dental and vision coverage no later than thirty-one (31) days from employee's first day of work. Current employees that gain SEBB eligibility after September 1st are required to enroll or waive medical coverage and elect mandatory dental and vision coverage no later than thirty-one (31) days from first workday of new position or the date they reached six hundred and thirty (630) hours threshold in their current position.

Termination of Benefits

A retiring employee's SEBB benefits will end the last day of the month prior to employee's official retirement date with the Washington State Department of Retirement Systems (DRS). Employees

1 must notify HR of their official DRS retirement date. When an employee's resignation/termination
2 takes place during the school year, the employee's SEBB benefits will continue to the last day of
3 the month in which resignation/terminations is effective. An employee who works less than twelve
4 (12) months and resigns/terminates as of the last day of school year should consult with payroll for
5 the effective date to provide maximum SEBB benefits, prior to submitting their resignation/
6 termination letter.

7 **Sharing Health Care Contributions**

8 SEBB does not allow for dual coverage within SEBB. Spouses/state registered domestic partners
9 who are both employees of the District may choose to enroll both employees for medical coverage
10 under one (1) SEBB account along with medical and required benefits for their dependents.
11 However, each employee must register for dental, vision and other required benefits under their
12 own SEBB account.
13

14 **Section 11.2.**

15 The District shall provide tort liability coverage for all employees subject to this Agreement.
16

17 **Section 11.3.**

18 The District shall make required contributions for State Industrial Insurance on behalf of all employees
19 subject to this Agreement.
20

21 **Section 11.4.**

22 In determining whether an employee subject to this Agreement is eligible for participation in the
23 Washington State Public Employees Retirement System, the District shall report all hours worked,
24 whether straight time, overtime, or otherwise.
25

26 **Section 11.5.**

27 Employees whose insurance coverage includes summer work shall be required to fulfill their summer
28 work commitment or pay the difference in the insurance premium.
29

30 **Section 11.6.**

31 Employees shall have the right to remain on their group insurance plan while on leave of absence, if
32 funded by the individual employee, and allowed by the insurance company.
33

34 **Section 11.7.**

35 The parties (District and Association) shall have the right to open the contract at any time to deal with
36 Health Insurance issues related to compliance with state or federal law and/or potential employee
37 eligibility for subsidies or tax credits from the Federal Government. The parties agree to cooperate.
38

39 **Section 11.8. Insurance Information.**

40 The employer agrees to provide timely information about SEBB insurance plans to eligible employees
41 during the school year (as required or recommended by SEBB) and at each open enrollment period.
42

43 **Section 11.9. Enrollment Opportunity.**

44 The District will provide an opportunity for employees to enroll and or waive coverage as well as obtain
45 information about SEBB. Employees who work during these hours shall be allotted time to attend during
46 their working hours.
47

ARTICLE XII

PROFESSIONAL DEVELOPMENT

Section 12.1.

For the mutual benefit of the employees and the School District there shall be funds available, which may be used for classified employees in the following manner:

1. Classified employees who attend approved in-service opportunities during their workday shall do so without loss of pay.
2. Approved conferences/workshop fees will be paid by the District.
3. Reimbursement for approved travel expenses incurred by the employee.
4. District will work with the Association through Labor Management to ensure that all classifications are receiving opportunities for professional development.

Section 12.2.

The District shall make available and fund first aid training when such training is required for certification.

Section 12.3.

It is mutually agreed that the Association and the District will cooperate in developing in-service workshops needed by the District and the Association members. This will be accomplished by a committee of five (5) members, with three (3) from the Association and two (2) from the District. The District shall attempt to provide clock hours for qualifying workshops. Additional pay will be made available to employees when required to attend the workshop beyond their regularly scheduled shift. The cost for the clock hours will be the responsibility of the employee.

Section 12.4. Minimum Employment Requirements for Paraeducators.

Paraeducators will be defined as a classified public school or school district employee who works under the supervision of a certified or licensed staff member, from kindergarten to 12th grade to support and assist in providing instructional and other services to students and their families, including library assistant. (WAC 179-01-020).

Effective September 1, 2019, all Paraeducators must meet the following minimum requirements per RCW 28A.413.040:

1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; and
2. (a) Have received a passing grade on the education testing service Paraeducator assessment; or
(b) Hold an associate of arts degree; or
(c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution of higher education; or
(d) Have completed a registered apprenticeship program.

1 **Section 12.5. Paraeducator Certification.**

2 The District will provide training for Paraeducators to implement the Paraeducator Certification
3 required by RCW 28A.413.060.
4

5 The District must fund this provision only in years for which state funding is appropriated specifically
6 for the purposes of this section and only for the number of days or hours of training that are funded by
7 the appropriation. Additional training beyond what is funded by the appropriation may be provided
8 subject to availability of other funding sources.
9

10 Each employee shall be paid their current hourly rate of pay for all required trainings. All employees
11 required by law must complete the required hours of training of the Paraeducator Certifications within
12 the time frame set by the Public School Employees Standard Board. The District and the Association
13 shall meet to discuss options for employees who will not have the modules completed before the dates
14 required by state law. All instructional paraeducators will be notified at least two weeks in advance of
15 training offered by the district.
16

17 **Section 12.6.**

18 The District shall determine the type, content, frequency, delivery method, provider, and employees
19 required to participate in employee health, safety, behavior management, de-escalation, restraint, and
20 crisis response training based upon assigned job duties, operational needs, student needs, applicable
21 law, and District policy.
22

23 Employees assigned to duties requiring such training shall participate in the training designated by the
24 District.
25
26
27

28 **ARTICLE XIII**

29 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

30 **Section 13.1.**

31 Each employee subject to this Agreement, who, on the effective date of this Agreement, may elect to
32 become a member of the Association in good standing. Under Washington law, the employer will not
33 discriminate, restraint, retaliate, coerce, or interfere with an employee's right to join the Association.
34
35
36

37 **Section 13.2.**

38 The District will notify the Association of all new hires within ten (10) workdays of the hire date. At
39 the time of hire, the District will inform the new hire of the terms and conditions of this Article.
40

41 **Section 13.3. Checkoff.**

42 The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in
43 writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the
44 Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis. The
45 District agrees to accept dues authorizations via written, voice authorization or by E-signature in
46 accordance with "E-SIGN." Public School Employees of Washington/SEIU Local 1948 (PSE) will
47 provide a list of those members who have agreed to union membership via voice authorization. In
48 addition, upon request, access to the District to the .wav files associated with the voice authorization.

PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records. Shall any member elect to revoke their membership rights, it shall be done in writing to the Public School Employees of Washington/SEIU Local 1948.

Section 13.4. Hold Harmless.

PSE will defend and indemnify the employer against any claims, suits, orders, judgments, or issues, as a result of the District's acceptance of voice and or electronic authorizations and or PSE's representations regarding the existence of a valid membership authorization.

Section 13.5. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the Union dues transmittal check. Section 13.4 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1.

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

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

*For the grievance steps only any further reference to days shall be interpreted as official school days or during the summer schedule, days the District Office is officially open for business.

Section 14.2. Step I.

The grievant may invoke the formal grievance procedure through the Association on the grievance form, which will be available from the Association representative in each building. The grievant must clearly indicate the specific provision to have been violated, describe how it was violated and sign the form. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievance must be filed within twenty (20) days of the occurrence of which they complain.

1 **Section 14.3. Step I Reply.**

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

7 **Section 14.4. Step II.**

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

15 **Section 14.5. Step III.**

16 In the event the individual bringing the grievance is not satisfied with the results of Step II, or in the
17 event that no agreeable resolution is reached within ten (10) days after they or the Association have
18 first met with the Superintendent, they may ask the local Association to request a meeting with the
19 Board of Directors through the Superintendent or through the Chairman of the Board. The individual
20 may, if they wish, take such action themselves, requesting such counsel or assistance from the
21 Association as they may desire.
22

23 The Board of Directors shall, within twenty-five (25) calendar days of the receipt of the request, confer
24 with the individual and/or representatives of the local association to hear the individual's grievance and
25 attempt to reach a satisfactory solution.
26

27 **Section 14.6. Step IV.**

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

40 **Section 14.7. Arbitration Costs.**

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

44 **Section 14.8. Jurisdiction of the Arbitrator.**

45 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The
46 arbitrator shall confine their inquiry and decision to the specific area of the Agreement as cited in the
47 grievance form. The arbitrator shall not substitute their knowledge for the expressed provisions of the
48 contract under question. Upon request of either party, the merits of a grievance and the substantive and

procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

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

Section 14.9. Time Limits.

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

Section 14.10. Grievance and Arbitration Hearings.

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

Section 14.11. Individual Complaints.

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

Section 14.12. Continuity of Grievance.

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

*The Board shall indicate their disposition of the grievance in writing of such meeting and shall furnish a copy thereof to the Association.

Section 14.13.

It is mutually agreed and understood that the grievance procedure shall be utilized exclusively in reference to the wages, hours, terms and conditions of employment contained in this collective bargaining agreement, and it is further mutually agreed to and understood by the Public School Employees Local Grandview Chapter, that in consideration of the mutual covenants, wages, hours, terms, and conditions of employment and other articles of agreement contained in this document that the PSE and its members and officers shall not honor any picket lines, nor cause or participate in any work stoppages or slow-downs during the term of this Agreement.

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ARTICLE XV

TRANSFER OF PREVIOUS EXPERIENCE

Section 15.1.

A newly hired employee with applicable experience in a Public School District within Washington State shall retain salary schedule longevity and benefits, as provided according to State Law. It is the District's responsibility to determine the occupational status of the previous position and compare it with the position within the Grandview School District.

Section 15.2.

Longevity credit so transferred does not include seniority provisions.

Section 15.3.

A newly hired employee who does not transfer from another Public School District, as set forth in Section 15.1, may be granted a maximum of three (3) years credit for prior experience. Such experience credit is applicable for salary purposes only.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 16.2.

Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 16.2.1.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.3, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.

Section 16.2.2.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (½) of the previous employment year.

Section 16.2.3.

Any employee who transfers from one job classification to another of similar occupational status may receive up to three (3) years of longevity credit as determined by the District. Such determination is subject to discussion between the District and the local Association.

Section 16.3.

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour.

Section 16.4.

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

Section 16.5.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. Employees may request expenditure advancement for overnight District business for meals and/or lodging at the current per diem rate.

Section 16.6.

The District will reimburse persons who become employed by the District for any examinations required as a condition of employment for employees covered by this Agreement. This will include physicals, X-rays, and written examinations. The District shall recommend or approve of the examining physician and laboratory.

Section 16.7.

Food Service employees shall be paid a minimum of fifteen percent (15%) above their regular hourly rate for all hours worked at banquets and special events, outside their normal work shift, up to eight (8) hours in any one (1) day. Any hours worked over eight (8) hours in any one day shall be paid at one and one-half (1½) the employee's base hourly rate. Banquet or special event assignments shall be on a seniority basis.

Section 16.7.1.

When it is known that an Assistant Cook will be absent for five (5) workdays, the District will fill that position with the most senior Assistant Cook with fewer hours so long as the replacement Cook is qualified to fill the position.

Section 16.8.

Employees who are directed by their building Principal or supervisor to provide translation services will be paid the additional amount per hour for the entire hour when the employee works any time as a translator during the hour, as listed below when translating for the following activities:

1. Semi-Annual Parent/Teacher Conferences: two dollars and fifty cents (\$2.50) per hour.
2. I.E.P. Meetings: three dollars and fifty cents (\$3.50) per hour.

Exception would be an employee who is employed for the express purpose of providing translation and interpretation would be paid at the rate as listed on Schedule A. All employees directed to translate for these purposes must comply. Training will be provided upon request as needed. The Building Administrators will provide one (1) week notice if identified to translate for conferences.

1 **Section 16.9. Boot Allowance.**

2 Employees working in the Grounds, Maintenance, Custodial, and Mechanic classification may receive
3 up to one hundred fifty dollars (\$150) every school year for work related boots. Work boots must meet
4 OSHA standards. Employees shall submit an original itemized receipt for reimbursement. Shoes
5 purchased and provided by the District shall be worn by the employee during their shift or while on
6 duty. Employees may purchase multiple pairs, for a total reimbursement not to exceed one hundred
7 fifty dollars (\$150).

8
9 **Section 16.10. Shoe Allowance.**

10 Employees in the Security classification, Food Service classification, and C.N.A.s may receive up to
11 one hundred dollars (\$100) every school year for approved slip resistant shoes. Shoes must meet
12 OSHA standards with leather or composite material, ankle and arch support, protective toe and insole,
13 and slip resistant material on the soles designed to grab the floor surface. Footwear must cover the
14 entire foot and open-toe shoes are not allowed. Employees shall submit an original itemized receipt for
15 reimbursement. Shoes purchased and provided by the District shall be worn by the employee during
16 their shift or while on duty. Employees may purchase multiple pairs, for a total reimbursement not to
17 exceed one hundred dollars (\$100).

18
19 **Section 16.11. Paraeducator Job-Specific Materials and Supplies.**

20 The District recognizes that paraeducators require job-specific materials, equipment, and supplies to
21 effectively perform their assigned duties to support student learning. All requests for supplies will be
22 handled on a building by building basis. Each building shall hold a meeting to identify paraeducator
23 supply needs for the following school year by February 15th annually. The principals will provide a
24 list of denied supplies and reasons for denials to the District office. Any denials for supplies will be
25 discussed at the March Labor Management meeting. Employees shall not be required or expected to
26 purchase work-related materials or supplies with personal funds.

27
28 **Section 16.12.**

29 When Paraeducators with the required Emergency Substitute Certification are assigned to cover a class
30 in the absence of the teacher as a last resort, the Paraeducator shall be compensated at the current
31 substitute rate or employee's wage whichever is higher.

32
33 **Section 16.13.**

34 Employees hired or who obtain an Associate's (AA/AS) Degree shall receive an additional one dollar
35 and twenty-five cents (\$1.25) per hour. Employees hired or who obtain a Bachelor's (BA/BS) Degree
36 will receive an additional one dollar and seventy-five (\$1.75) per hour. Official transcripts will be
37 required. Employees shall only receive one or the other, not both. This section does not apply to the
38 Speech Language Pathologist Assist or Certificated Deaf Interpreter positions. Current employees
39 hired prior to ratification of this contract shall continue to receive the previous amounts of fifty (\$.50)
40 cents for an AA/AS and one dollar (\$1.00) for a BA/BS, if they are grandparented on the Educational
41 Credit Schedule.

42
43 Any employee who holds or acquires an AA/AS or two (2) school years total of vocational
44 certifications from an accredited vocational/trade school that is applicable to any position in the
45 District shall receive an additional one dollar and twenty-five cents (\$1.25) per hour, in lieu of the
46 forty-five (45) credit (3%) wage stipend. Any employee who holds or acquires a BA/BS or four (4)
47 school years total of vocational certifications from an accredited vocational/trade school that is

applicable to any position in the District will receive one dollar and seventy-five cents (\$1.75) per hour, in lieu of the prior wage stipend and the one dollar and twenty-five cent (\$1.25) AA stipend.

Speech and Language Pathologist Assistant (SLPA) position is considered to already have an AA/AS and is paid as such on the salary schedule. If the SLPA acquires or has a BA/BS, the employee would receive an additional fifty cents (\$.50).

Section 16.13.1. Educational Credit Schedule.

Courses or workshops taken for credit or clock hours must meet the following conditions to be approved for extra pay. Employees will not be reasonably denied, should they meet the below criteria:

Official Transcripts and/or clock hour forms must be submitted to the HR office by September 15 each year to be counted toward extra pay. Forms received after September 15 will be held for the following school year.

New employees must submit credits or clock hours received prior to employment within the first two (2) weeks of employment to be eligible for extra pay. These credits and clock hours must be applicable to any position within the District. Official transcripts will be required.

Employees who achieve forty-five (45) credits or the successful completion of a one (1)-year educational certificate from an accredited vocational/trade school (These credits must be applicable to any position in the District.) will receive a three percent (3%) wage stipend upon hire and when obtained after hire (until an AA is achieved). These credits must be applicable to any position in the District.

Employees that had earned clock hours or credits by December 31, 2020 and submitted within sixty (60) calendar days after ratification of the 2020-2023 contract, will be entitled to the salary enhancement below if it is greater than the new incentive schedule. Education increment increases according to the schedule below will be frozen for all employees as of August 2021.

- a. 15 Credits or 150 Clock Hours approved by the District, 1.5% above salary step.
- b. 30 Credits or 300 Clock Hours approved by the District, 2.0% above salary step.
- c. 60 Credits or 600 Clock Hours approved by the District, 4.0% above salary step.
- d. 90 Credits or 900 Clock Hours approved by the District, 6.0% above salary step.

Section 16.14.

Employees shall receive an additional seventy-five cents (\$0.75) per hour while working in the capacity of a Special Education Paraeducator Bus Aide. Self-Contained Paraeducators do not receive this stipend as they already receive an additional seventy-five cents (\$0.75) per hour.

Section 16.15.

The District will supply C.N.A.s with scrubs/clothes. A committee will be formed of C.N.A.s and the District to provide input on the selection of scrubs/clothes.

Section 16.16.

1 The District will provide five (5) District logo shirts for Food Service, Custodial, and Maintenance
2 employees to be worn regularly. Three (3) District logo shirts will be replaced yearly.
3
4

5 6 **ARTICLE XVII**

7 8 **TERM AND SEPARABILITY OF PROVISIONS**

9 10 **Section 17.1.**

11 The term of this Agreement shall be September 1, 2026, to August 31, 2029.
12

13 **Section 17.2.**

14 All provisions of this Agreement shall be applicable to the entire term of this Agreement
15 notwithstanding its execution date, except as provided in the following section.
16

17 **Section 17.3.**

18 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
19 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
20 Schedule A and fringe benefits herein, except as negotiated below; shall the State release a COLA
21 (cost of living allowance) or IPD (implicit price deflator, inflationary adjustment) or other funds that
22 could lawfully be applied to wages or fringe benefits it shall automatically be passed to all wages on
23 Schedule A and provided further that this Agreement shall be reopened as necessary to consider the
24 impact of any legislation enacted following execution of this Agreement which may arguably affect the
25 terms and conditions herein or create authority to alter personnel practices in public employment.
26

27 **A. Schedule A For Contract Year 2026-2027 (See attached)**

- 28 1) 2.6% increase of all positions and steps on the Schedule A
29
30 2) Paraeducator Non-Cumulative Market Level Increase as follows:
31 i. If currently in Year 0-Year 5 an additional One dollar (\$1.00)
32 ii. If currently in Year 6 an additional seventy-five cents (\$0.75)
33 iii. If currently in Year 7 an additional fifty cents (\$0.50)
34
35 3) Administrative Assistants that are bilingual will receive a fifty cent (\$0.50) salary
36 enhancement Upon successful completion of a language test at proficient level. The
37 testing proficiency assessment will be managed collaboratively between the Association
38 and the District.
39
40 4) Bus Driver shall add one (1) step on the salary schedule for an additional fifty cents
41 (\$0.50)
42

43 **B. Schedule A For Contract Year 2027-2028**

- 44 1) All positions and steps on the Schedule A will receive 2% or the IPD (COLA) whatever
45 is greater.
46
47 i. Bus Driver shall add a second step on the salary schedule for an additional fifty
48 cents (\$0.50)

1
2 **C. Schedule A For Contract Year 2028-2029**

3 1) All positions and steps on Schedule A will receive 1.5% or the IPD (COLA) whatever is
4 greater.

5
6 i. Bus Driver shall add a third step on the salary schedule for an additional fifty
7 cents (\$0.50)

8
9 **Section 17.4.**

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

12
13 **Section 17.5.**

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

16
17 **Section 17.6.**

18 In the event either of the two (2) previous sections is determined to apply to any provision of this
19 Agreement, such provision shall be renegotiated pursuant to Section 17.3.
20
21
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29 **SIGNATURES**

30
31
32
33
34 PUBLIC SCHOOL EMPLOYEES OF
35 WASHINGTON/SEIU LOCAL 1948

36
37 GRANDVIEW CHAPTER #404

38 

39 Juanita Atwood-Martinez (Sep 30, 2026 11:52:17 PDT)

40
41 Juanita Atwood-Martinez, Chapter President
42 *Electronic Signature and Date*

43
44 GRANDVIEW SCHOOL DISTRICT #200

45 

46
47 Dr. Robert Darling, Superintendent
48 *Electronic Signature and Date*

SCHEDULE A | September 1, 2026 – August 31, 2027

CLASSIFICATIONS	0	1	2	3	4	5	6	7	10	15	20
<u>PARAPROFESSIONALS</u>											
Parapro Playground Asst	\$19.25	\$20.03	\$20.80	\$21.55	\$22.34	\$23.09	\$23.89	\$24.65			
*Parapro Bus Aide	\$20.75	\$22.19	\$22.80	\$23.62	\$24.29	\$24.90	\$25.20	\$25.66			
Paraprofessionals	\$20.75	\$22.19	\$22.80	\$23.62	\$24.29	\$24.90	\$25.20	\$25.66	\$25.90	\$26.16	\$26.43
**Parapro-Self- Contained SPED	\$20.75	\$22.19	\$22.80	\$23.62	\$24.29	\$24.90	\$25.20	\$25.66	\$25.90	\$26.16	\$26.43
Certificated Nursing Asst	\$23.30	\$23.82	\$24.35	\$24.87	\$25.41	\$25.98	\$26.54	\$27.14	\$27.40	\$27.68	\$27.95
Library Paraprofessional	\$21.17	\$22.55	\$23.16	\$23.98	\$24.68	\$25.23	\$25.59	\$26.02	\$26.25	\$26.52	\$26.78
Speech/Language Pathologist Asst	\$28.42	\$29.69	\$30.24	\$30.95	\$31.57	\$32.10	\$32.63	\$33.24			
***Certificated Deaf Interpreter	\$28.42	\$29.69	\$30.24	\$30.95	\$31.57	\$32.10	\$32.63	\$33.24			
<u>SECRETARIAL</u>											
Clerical Assistant	\$20.48	\$21.91	\$22.56	\$23.32	\$23.95	\$24.58	\$25.25	\$25.84			
Administrative Asst I	\$22.86	\$24.21	\$24.86	\$25.64	\$26.31	\$26.98	\$27.54	\$28.13			
Administrative Asst II	\$24.39	\$25.26	\$25.94	\$26.52	\$27.12	\$27.54	\$28.30	\$28.76			
Community and Parent Engagement Coordinator, MEP Recruiter/Home Visitor, Migrant Records Clerk, Bilingual Program Records Assistant, Literacy School Age Data Coordinator											
Administrative Asst III	\$26.00	\$26.85	\$27.51	\$28.10	\$28.69	\$29.17	\$29.90	\$30.37			
Federal & State Programs, Central Registration Coordinator, Department/Program Assistant, Transportation Router/Dispatcher											
<u>SECURITY</u>											
Security Guards	\$23.82	\$24.42	\$25.03	\$25.65	\$26.31	\$26.95	\$27.63				
<u>MAINTENANCE</u>											
Maintenance	\$32.33	\$32.79	\$33.25	\$33.87	\$34.38	\$34.88					
<u>GROUNDSKEEPERS</u>											
Lead Groundkeeper	\$28.97	\$29.56	\$30.16	\$30.78	\$31.42	\$32.05					
Groundskeeper	\$26.72	\$27.30	\$27.90	\$28.52	\$29.14	\$29.78					

SCHEDULE A | September 1, 2026 – August 31, 2027 (continued)

CLASSIFICATIONS	0	1	2	3	4	5	6	7	10	15	20
<u>CUSTODIAL</u>											
Custodian	\$25.33	\$25.84	\$26.41	\$27.07	\$27.62	\$28.31					
Custodian, Food Service Delivery	\$25.71	\$26.21	\$26.81	\$27.46	\$28.02	\$28.69					
Custodian, Head (Elementary)	\$28.73	\$29.34	\$29.90	\$30.44							
Custodian, Head (GMS)	\$28.96	\$29.57	\$30.14	\$30.70							
Custodian, Head (GHS)	\$29.19	\$29.82	\$30.37	\$30.93							
<u>MECHANICS</u>											
Bus Mechanic	\$32.20	\$32.69	\$33.22	\$33.70	\$35.01						
Assistant Bus Mechanic	\$29.95	\$30.56	\$31.15	\$31.79	\$32.41						
<u>TRANSPORTATION</u>											
****Bus Driver	\$29.59	\$30.09									
<u>*****FOOD SERVICE</u>											
Cooks/Cashiers	\$21.12	\$23.80	\$24.30	\$25.52							
Baker	\$25.57	\$26.05	\$26.57	\$27.12							
Head Cook	\$26.88	\$27.40	\$27.99	\$28.54							
<u>TEMP. SEASONAL ASST.</u>											
Temp Seasonal Asst.	\$20.23	\$20.97	\$21.74	\$22.46	\$23.23	\$24.86					

Credit and Degree Stipends:
45 credits shall be 3 % of Hourly Wage Stipend, or one year educational certificate from an accredited Vocational/Trade School. (See Incentive Schedule)
AA Degree Stipend shall be \$1.25 per hour or two school years total of vocational certifications from an accredited Vocational/Trade School (See Incentive schedule)
Bachelor's Degree Stipend shall be \$1.75 per hour
SLPA Bachelor's Degree Stipend \$0.50 per hour
*Special Education Bus Aides shall receive an additional seventy-five cents (\$0.75) per hour while riding the bus stipend unless the employee is already receiving a Self-Contained Sped Paraprofessional stipend.
** Resource Room Special Education Paraprofessionals shall receive an additional twenty-five cents (\$.25) per hour.
** Self-Contained Special Education Paraprofessionals shall receive an additional seventy-five cents (\$.75) per hour.
*** Certificated Deaf Interpreter shall receive an additional one dollar and twenty-five cents (\$1.25) per hour when the position requires certification.
**** Bus Drivers, when performing Driver Training duties, shall receive one dollar (\$1.00) per hour stipend in addition to their regular hourly wage.

SCHEDULE A – ADDENDUM

Stipends:

Employees hired or who obtain as per Section 16.2 of the Collective Bargaining Agreement with an AA/AS degree or a Bachelor's (BA/BS) degree shall receive the following hourly stipend in addition to their regular hourly wage.

- *Special Education Bus Aides shall receive an additional seventy-five cents (\$0.75) per hour while riding the bus stipend unless the employee is already receiving a Self-Contained SPED Paraprofessional stipend.
- **Resource Room Special Education Paraprofessionals shall receive an additional twenty-five cents (\$0.25) per hour.
- **Self-Contained Special Education Paraprofessionals shall receive an additional seventy-five cents (\$0.75) per hour.
- ***Certified Deaf Interpreter shall receive an additional one dollar and twenty-five cents (\$1.25) per hour **when the position requires certification.**
- **** Bus Drivers, when performing Driver Training duties, shall receive one dollar (\$1.00) per hour stipend in addition to their regular hourly wage.

Longevity Payments:

Longevity pay will apply to employees that reach their stated anniversary date as of January 15 of each year. The longevity payment shall be calculated upon their regular base pay. In order to receive the longevity payment, the employee must complete their assignment for the current year. Said payment is to be made in the August paycheck at the conclusion of that year. Longevity shall be paid to employees in accordance with the following schedule:

- Upon completing ten (10) years of continuous employment with the School District employees shall receive a prorated one percent (1%) from their anniversary date to the end of their current work assignment year; then one percent (1%) per year until completion of fifteen (15) years of continuous employment.
- Upon completing fifteen (15) years of continuous employment with the School District employees shall receive a prorated one and a half percent (1.5%) from their anniversary date to the end of their current work assignment year; then one and a half percent (1.5%) per year until completion of twenty (20) years of continuous employment.
- Upon completing twenty (20) years of continuous employment with the School District shall receive a prorated two percent (2%) from their anniversary date to the end of their current work assignment year; then two percent (2%) per year until completion of twenty-five (25) years of continuous employment.
- Upon completing twenty-five (25) years of continuous employment with the School District shall receive a prorated three percent (3%) from their anniversary date to the end of their current work assignment year; then three percent (3%) per year until completion of thirty (30) years of continuous employment.
- Upon completing thirty (30) years of continuous employment with the School District shall receive a prorated four percent (4%) from their anniversary date to the end of their current work assignment year, then four percent (4%) every year thereafter.

Reimbursements:

- The District agrees to pay the cost of any license that is required for the position. Excluding a personal driver's license.
- The District shall pay the cost of the CDL renewal for all employees who work in a position that requires this endorsement.

PROFESSIONAL DEVELOPMENT INCENTIVES and STIPENDS

Bus Mechanic:

Shall receive an additional seventy-five cents (\$0.75) per hour increase for each School Bus Automotive Service Excellence (ASE) Certificate for up to four (4) areas approved by the District. Must provide certificate, test scores and proof of certification every five (5) years.

Who achieve School Bus “Master” Automotive Service Excellence (ASE) Status shall receive a total of three dollars (\$3.00) increase as approved by the District. Cannot be combined with (ASE) stipend above. Must provide proof of Certification every five (5) years.

DSHS Translation Certification:

The Grandview School District will compensate with a stipend of one dollar and fifty cents (\$1.50) per hour above current rate of pay for the employee in the position that requires DSHS translation/interpretation certification.

Grandview CBA 20260928 (26-29)

Final Audit Report

2026-09-30

Created:	2026-09-29
By:	Amy Harting (aharting@pseofwa.org)
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-  Document created by Amy Harting (aharting@pseofwa.org)
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