

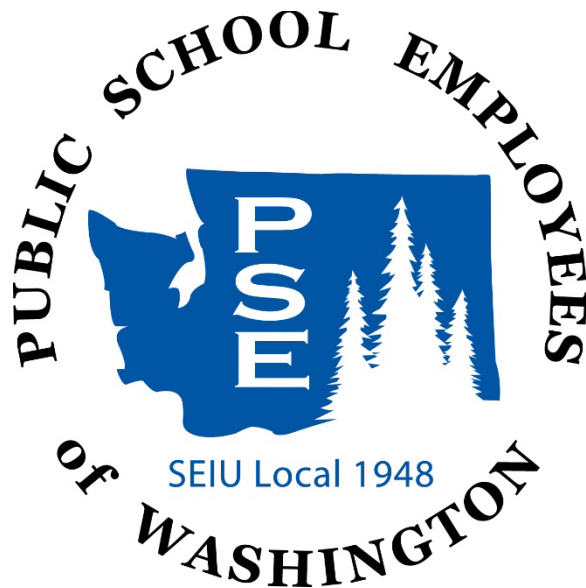
**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**GRANGER SCHOOL DISTRICT #204**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF GRANGER**

**SEPTEMBER 1, 2023 – AUGUST 31, 2026**



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

## PREAMBLE

This Agreement is made and entered into between Granger School District Number 204 (hereinafter "District") and Public School Employees of Granger, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter "Association").

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

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

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

#### **Section 1.2.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy administrative assistant or secretary necessarily imply a confidential relationship to the Board of Directors or to the Superintendent of the District, pursuant to RCW 41.56.030 (2). Excluded by specific mention are Food Service Supervisor, Maintenance/Custodial and Grounds Supervisor, Transportation Supervisor, Secretary to the Superintendent, Personnel Officer, Business Manager, Accounts Payable, two (2) secretaries to the Special Programs Director, two (2) Technology Coordinators, Activities Director, and Payroll Officer.

### **Section 1.3.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial, Maintenance, Paraeducators, Transportation, Food Service, Technology, and Secretarial.

#### **Section 1.3.1.**

Employees who work as a Custodian/Bus Driver shall have seniority in the Custodial and Transportation classifications.

### **Section 1.4. Definitions of Employees:**

- **Regular Employee** – one who has a regular daily assignment.
- **Full-Time Employee** – a regular employee who works at least two thousand eighty (2,080) hours per year.
- **Less Than Full-Time Employee** – a regular employee who works less than two thousand eighty (2,080) hours per year.
- **Substitute/Casual Employee** – Employees who have not worked a sufficient amount of time to qualify as regular part-time employees. If a casual employee should fill one continual position that is normally worked by a regular employee and exceeds ninety (90) workdays, then the position will be posted pursuant to Article X, Section 10.9. (WAC 391-35-350).
- **Temporary Employee** – Employees who have not worked a sufficient amount of time to qualify as regular part-time employees. If a temporary employee should fill one continual position that is normally worked by a regular employee and exceeds ninety (90) workdays, then the position will be posted pursuant to Article X, Section 10.9. Employees filling temporary positions that exceed thirty (30) workdays will be subject to the following benefits of the contract: FICA and L&I, wages will be at that of Step I on Schedule A. (WAC 391-35-350). No other provisions of the Collective Bargaining Agreement shall apply to temporary positions/ employees. This provision does not apply to those positions subject to Article IX, Section 9.6.
- **Replacement Employee** – is an employee who fills a position created by an employee on a leave of absence or an extended leave of more than twenty (20) workdays.
  - A. Current employees who apply for and take replacement positions will be given priority over outside candidates and junior employees when the move would result in an increase in hours, wages, or both.
  - B. Current employees who apply for replacement positions will be returned to their previously held position.
  - C. If a continuing employee fills this position, his/her 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.

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## ARTICLE II

### RIGHTS OF THE EMPLOYER

#### **Section 2.1.**

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

#### **Section 2.2.**

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

## ARTICLE III

### RIGHTS OF EMPLOYEES

#### **Section 3.1.**

It is agreed that 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.

#### **Section 3.2.**

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

#### **Section 3.3.**

Employees subject to this Agreement have the right to have Association representation present at discussions between themselves and supervisors or other representatives of the District.

#### **Section 3.4.**

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

1 **Section 3.5.**

2 There shall be one (1) official personnel file for each employee, and it will be kept in the District  
3 personnel office. The employee will be notified of any disciplinary material placed in the personnel  
4 file. By prior appointment, each employee shall have the right to review materials placed in his/her  
5 personnel file and copy made at the employee's expense, or material within the file.  
6

7 **Section 3.6.**

8 Any materials filed longer than two (2) years in the personnel file shall, at the employee's request, be  
9 removed, provided the materials are not required to be retained by law, and provided further, that the  
10 District may keep documents regarding allegations of physical or sexual abuse, other sexual  
11 misconduct, harassment, or misconduct involving students or other children for more than two (2)  
12 years if these documents are kept in a separate, sealed file within the employee's personnel file.  
13 Requests to remove personnel file materials shall be made in writing.  
14

15 **Section 3.7. Evaluations.**

16 The purpose of the evaluation is to document the District's assessment of the job performance of the  
17 employee and also to guide the employee in the performance of his/her duties. Each employee will be  
18 evaluated in writing by his/her supervisor/designee at least once during the employee's work year but,  
19 no later than May 30. A copy of the evaluation report(s) will be provided to the employee. The  
20 employee will have the opportunity to discuss the completed evaluation report with his/her evaluator.  
21 The employee may choose to respond to the evaluation in writing within ten (10) workdays from the  
22 date of the evaluation. The written response will be attached to the evaluation and become a part of the  
23 employee's personnel file. The evaluation is attached to the Collective Bargaining Agreement.  
24

25 **Section 3.8.**

26 All employees shall be provided a safe and secure place to store their personal belongings.  
27

28 **Section 3.9.**

29 Applicability of Public Disclosure Laws. Nothing in this agreement precludes the District from  
30 providing documents in accordance with public disclosure laws. The District will notify the employee  
31 prior to the release of any requested record. Employees shall have four (4) business days to notify the  
32 District if they plan to file an injunction blocking the request.  
33  
34

35 **ARTICLE IV**

36 **RIGHTS OF THE ASSOCIATION**

37 **Section 4.1.**

38 The Association has the right and responsibility to represent the interests of all employees in the unit;  
39 to present its views to the District on matters of concern, either orally or in writing; to consult or to be  
40 consulted with respect to the formulation, development, and implementation of industrial relations  
41 matters and practices which are within the authority of the District; and to enter collective negotiations  
42 with the object of reaching an agreement applicable to all employees within the bargaining unit.  
43  
44

45 **Section 4.2.**

46 Representatives of the Association, upon making their presence known to the District, shall have  
47 access to the District premises during business hours, provided, that no conferences or meetings  
48

1 between employees and Association representatives will in any way hamper or obstruct the normal  
2 flow of work.

3  
4 **Section 4.3.**

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

10  
11 **Section 4.4.**

12 The names of employees in the respective general job classifications and salary information will be  
13 provided by the School District annually on or about November 1 to the President of the Association  
14 and updated as requested.

15  
16 **Section 4.5.**

17 The Association reserves and retains the right to utilize persons of its choice to represent it in all  
18 matters relating to this contract and its representation of employees of the district including appropriate  
19 officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.

20  
21 **Section 4.6.**

22 The President of the Association and his/her designated representatives will be provided time off  
23 without loss of pay to attend meetings which the Administration judges to be in the best interest of the  
24 District.

25  
26 **Section 4.7.**

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

33  
34 The Association Orientation Session will be conducted by a representative designated by the  
35 Association and if at all possible, to be scheduled once a month if needed. The District shall allow  
36 Association Representatives up to thirty (30) minutes during the All Staff Kick Off day to introduce  
37 the union leadership and review the Collective Bargaining Agreement during the workday (or in  
38 service) without loss of pay. For staff hired after September, the PSE president will be provided up to  
39 thirty (30) minutes for new staff orientation for each new member.

40  
41 **Section 4.8.**

42 The District will notify PSE of Washington at [membership@pseofwa.org](mailto:membership@pseofwa.org) and the Chapter President  
43 electronically in Excel (xlsx) format of all new hires monthly. Information provided will include name,  
44 employee ID, current position, primary work location, job title, job classification, home address, work  
45 and personal email, phone number, hourly rate of pay, gross monthly pay, contracted number of days,  
46 and hire date. The District will also include a total of FTE's.

1 The District will supply an electronic file listing all bargaining unit employees with the above-listed  
2 information to PSE of Washington upon request, provided that such lists are not requested more than  
3 four (4) times each calendar year.

4  
5 **Section 4.9. Bulletin Boards.**

6 The District shall provide bulletin board space in each school for the use of the Association. The  
7 bulletins posted by the Association are the responsibility of the officials of the Association. Each  
8 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or  
9 bulletins may not be posted. There shall be no other distribution or posting by employees or the  
10 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District  
11 property, other than herein provided. The responsibility for the prompt removal of notices from the  
12 bulletin boards after they have served their purpose shall rest with the individual who posted such  
13 notices. The Association agrees not to put any notice that may be derogatory or defamatory to any  
14 member of the Board nor any employee of the District.

15  
16 **Section 4.10 State PSE Leave.**

17 Release time for PSE members requested by the Public School Employees of Washington / SEIU  
18 Local 1948 State organization may be granted to the employee. The cost of the employee's salary and  
19 benefits for the duration of the employee's release time will be paid by the Public School Employees  
20 of Washington.

21  
22  
23 **ARTICLE V**

24  
25 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

26  
27 **Section 5.1.**

28 It is agreed and understood that matters appropriate for consultation and negotiation between the  
29 District and the Association are hours, wages, grievance procedures and working conditions of  
30 employees in the bargaining unit subject to this Agreement.

31  
32 **Section 5.2.**

33 It is further agreed and understood that the District will consult with the Association, and meet with the  
34 Association upon its request, in the formulation of any changes caused by financial burdens or any  
35 other reorganization action which affects association members.

36  
37 **Section 5.3.**

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



## ARTICLE VI

### ASSOCIATION REPRESENTATION

#### **Section 6.1. Labor Management Committee.**

The Labor/Management committee shall consist of the Association President and no more than three (3) representatives from the Association, and the Superintendent and no more than three (3) representatives from the District. The committee shall meet at mutually agreed dates and times not less than quarterly at a District supplied space. If outside of their normal work time, employees will be paid up to a maximum of one (1) hour of their regular pay rate. The purpose of the meetings is to discuss issues arising in the day-to-day operation of the department. These meetings shall not change or otherwise impact the Collective Bargaining Agreement or take the place of negotiations.

#### **Section 6.1.1.**

When formal meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, formal minutes shall be prepared. The District will arrange for the preparation of such minutes and a draft will be made available to the representatives of the Association for review prior to final preparation. The Association will be furnished copies of the completed minutes.

#### **Section 6.2.**

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest.

#### **Section 6.3 Regional / State Meetings.**

The President of the Association and designated representatives will be provided time off without loss of pay to a collective maximum of ten (10) days 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. Such days shall be known as President's Days and requests for such days must be in writing to the Superintendent/or designee at least five (5) workdays prior to the release day(s) requested, except by mutual agreement.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1. Hours of Work.**

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. The District will be allowed an exception for bus drivers who drive each day-on routes anywhere from two (2) to six and one-half (6½) hours.

#### **Section 7.2.**

Each employee shall be assigned to a definite schedule with designated times of beginning and ending.

1       **Section 7.2.1.**

2       The normal work schedule shall consist of eight and one-half (8-1/2) consecutive hours, for  
3       eight (8) hours compensation, including a thirty (30) minute unpaid uninterrupted lunch period  
4       as near the middle of the schedule as is practicable.

5  
6       **Section 7.2.2.**

7       Beginning each school year, the District will provide each non-annual employee with a  
8       document containing the following:

- 9  
10           A. The school year in which the employee is hired to work.  
11  
12           B. The number of hours per day the employee will work.  
13  
14           C. The program or programs, and the FTE of the respective program, which the employee  
15           is placed in.  
16

17       **Section 7.3.**

18       In the event an employee is assigned to a schedule other than the normal work schedule previously  
19       defined in this article, the employee shall be given a (15) minute rest period during the first four (4)  
20       consecutive hours and (15) minutes during the second four (4) hours. If employees work six and one-  
21       half (6½) to seven (7) consecutive hours, they shall be given a fifteen (15) minute rest period during  
22       the first four (4) consecutive hours and ten (10) minutes during the second two and one-half hour (2½)  
23       or three (3) hour schedule.  
24

25       **Section 7.3.1.**

26       Employees called back to work for other than scheduled work shall receive a minimum of two  
27       (2) hours pay at the employees' regular rate.  
28

29       **Section 7.4.**

30       Employees requested to work a schedule regularly filled by a higher classification employee shall  
31       receive compensation equal to that normally received by the employee in the higher classification. If  
32       the employee is requested to work in a lower classification the employee will receive their current rate  
33       of pay. Employees that fill a higher classification will be paid at their current step for the higher  
34       classification.  
35

36       **Section 7.5.**

37       The District agrees to comply with WISHA standards with regard to lifting heavy supplies.  
38

39       **Section 7.6.**

40       In the event of school closure due to inclement weather, , the District will post the notification on the  
41       District website ([www.gsd.wednet.edu](http://www.gsd.wednet.edu)) and will report to all local media outlets. Employees reporting  
42       to work due to District failure to notify them shall receive a minimum of two (2) hours pay at base rate  
43       in the event of such a closure; provided, however, no employee shall be entitled to any such  
44       compensation in the event of actual notification by the District of the closure prior to leaving home for  
45       work.  
46

1 **Section 7.7.**

2 Employees required to attend the “All Staff Workshop,” if it is not already a scheduled workday, will  
3 be paid at their hourly rate. Employees must sign the sign-in sheet to verify their attendance and hours  
4 worked.

5  
6 **Section 7.8.**

7 Recognizing that personnel in the Transportation classification present special scheduling problems,  
8 the following procedures shall be implemented:

- 9  
10 A. The Transportation Supervisor shall establish bus routes with the approval of the  
11 Superintendent and the Board.  
12  
13 B. The Transportation Supervisor shall then establish a schedule to encompass actual route driving  
14 time plus fifteen (15) minutes.  
15  
16 C. Drivers will be paid for actual driving time plus fifteen (15) minutes per day.  
17  
18 D. If there are thirty (30) or fewer minutes between assignments, the base hourly rate shall  
19 continue uninterrupted.  
20

21 **Section 7.8.1. Extra Trips.**

22 All trips other than regular daily scheduled bus routes shall be compensated at the employee's  
23 base hourly rate for the duration of the trip; provided, however, that bus drivers shall be subject  
24 to the provisions relative to overtime hereinafter provided.

25  
26 The District will award extra trips to the most senior regular driver(s) with fewer than (40)  
27 hours per week, if no regular driver(s) are available, the extra trip would be awarded to a  
28 substitute employee(s), if no substitute employees are available or have already worked forty  
29 (40) hours per week; regular employees with forty (40) hours or more will be offered the extra  
30 trip from the roster board in order of seniority.  
31

32 All trips shall be posted at least five (5) workdays in advance, except in cases of emergency.  
33

34 Drivers interested in being considered for extra trips shall place their names on the roster board  
35 posted at the beginning of the school year. The roster board will list drivers in order of  
36 seniority. Drivers that decline an extra trip that is offered in rotational order shall not be eligible  
37 for consideration for subsequent extra trips until their roster position has completed a full cycle  
38 of rotation. If a trip is cancelled and the driver is unable to take the extra trip, the driver would  
39 not move to the bottom of the rotation until he/she is awarded an extra trip.  
40

41 **Section 7.8.2.**

42 Employees substituting as bus drivers during their regular schedule whose regular rate exceeds  
43 the bus driver rate, shall receive their regular rate of pay for bus driving.  
44

45 **Section 7.9.**

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

**Section 7.10. Overtime.**

Overtime assignments shall be made in advance by the Superintendent or his/her designee. In cases of emergency where the Superintendent or his/her designee cannot be reached, and overtime work is either unavoidable or required to prevent serious problems, such as safety, loss of security or other imperative conditions, the Superintendent only may approve overtime worked without advance approval.

**Section 7.10.1.**

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

If an employee is called out to work on a holiday, he/she shall receive time and one-half (1.5) for each hour worked. All overtime shall be approved by employee's immediate supervisor.

**Section 7.10.2.**

An employee may elect to take compensatory time off in lieu of overtime pay as provided for in the previous subsection. Such compensatory time shall be taken at the rate of one and one-half (1½) hours for each hour of overtime worked, with prior approval for each occurrence by immediate Supervisor.

**Section 7.11.**

Food Service classification employees' work year shall be one hundred eighty-three (183) days, three (3) days of which are reserved for kitchen cleaning and inventory.

**Section 7.12.**

Classified employees will receive their regular hourly pay if school opening is delayed or if there is early dismissal.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

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

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | 7. Labor Day               |
| 2. Martin Luther King's Birthday | 8. Veterans' Day           |
| 3. Presidents' Day               | 9. Thanksgiving Day        |
| 4. Memorial Day                  | 10. Day after Thanksgiving |
| 5. Juneteenth                    | 11. Day before Christmas   |
| 6. Independence Day              | 12. Christmas Day          |

**Section 8.1.1. Unworked Holidays.**

Consideration will be given to full-time employees wanting to use vacation days before or after paid holidays. Final decision on these requests will be made by the employee's immediate supervisor. Such denial shall be due to a legitimate business necessity for the District.

**Section 8.1.2.**

It is mutually agreed and understood that all non-annual employees in the bargaining unit shall receive Labor Day as a paid holiday regardless of when school starts.

**Section 8.1.3.**

Employees are entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience or for organized activities of a religious denomination, church, or religious organization as per State Law. The District shall allow an employee to take an unpaid holiday unless the employee's absence would impose an undue hardship on the employer, or the employee is necessary to maintain public safety. The Office of Financial Management must establish a definition for undue hardship.

**Section 8.2. Vacations.**

Each full-time employee two thousand eighty (2,080) hours shall receive the following paid vacations each year:

- During the first (1<sup>st</sup>) year of current continuous employment ninety-six (96) hours twelve (12) days per annum.
- During the second (2<sup>nd</sup>) year of current continuous employment one hundred four (104) hours thirteen (13) days per annum.
- During the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) years of current continuous employment one hundred twelve (112) hours fourteen (14) days per annum.
- During the fifth, (5<sup>th</sup>) sixth, (6<sup>th</sup>) and seventh (7<sup>th</sup>) years of continuous employment one hundred twenty (120) hours fifteen (15) days per annum.
- During the eighth, (8<sup>th</sup>) ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) total year of employment one hundred twenty-eight (128) hours sixteen (16) days per annum.
- During the eleventh (11<sup>th</sup>) year of total employment one hundred thirty-six (136) hours seventeen (17) days per annum.
- During the twelfth (12<sup>th</sup>) year of total employment one hundred forty-four (144) hours eighteen (18) days per annum.
- During the thirteenth (13<sup>th</sup>) year of total employment one hundred fifty-two (152) hours nineteen (19) days per annum.
- During the fourteenth (14<sup>th</sup>) year of total employment one hundred sixty (160) hours twenty (20) days per annum.
- During the fifteenth (15<sup>th</sup>) year of total employment one hundred sixty-eight (168) hours twenty-one (21) days per annum.
- During the sixteenth (16<sup>th</sup>) year of total employment and each year thereafter one hundred seventy-six (176) hours twenty-two (22) days per annum, as per Board Policy 5411.

Full-time employees may not use any vacation leave until employed for a minimum of six (6) months. Vacation leave must be taken within the twelve (12) month period following the time when vacation was earned, except that a maximum of thirty (30) days may be accumulated and carried over to the following year.

Should an employee be denied vacation to meet the needs of the District, the District will cash-out the employee any days over the thirty (30) day accumulation at full pay on August 31. When employees separate from service by reason of resignation, layoff, dismissal, retirement, or death they are entitled to a lump sum payment of unused vacation leave. No contributions will be made to an employee's retirement system for accrued vacation leave in excess of thirty (30) days.

Classified employees must schedule vacation with their supervisors at least one (1) week in advance of the first day of vacation leave. Vacation schedules must recognize the operational needs of the District and are subject to the approval of the supervisor. Such denial must be based on legitimate business necessity.

When a situation arises while an employee is on paid vacation leave for which the employee is entitled to other leave (e.g., illness, injury, or death of a relative), the employee shall be granted such leave (in lieu of the approved vacation leave) provided that the employee submits a request within fourteen (14) days after returning to work indicating the type of leave requested and the circumstances requiring the change in leave status.

## ARTICLE IX

### LEAVE

#### **Section 9.1. Sick Leave.**

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate fewer than ten (10) days of sick leave per school year. The District shall provide an additional one (1) day sick leave for each employee on a less than two hundred sixty (260)-day contract. All two hundred sixty (260)-day employees will receive twelve (12) days of sick leave in alignment with the state law.

Sick leave accumulation shall be up to each employee's number of contracted workdays annually; provided, however, sick leave cash out shall be limited to one hundred eighty (180) days. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with his normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Sick leave may be used for absences caused by illness, injury, health or medical emergency, maternity, or other disability by either an employee and/or family member(s). Should an employee cease employment during the school year, the days of credited sick leave shall be prorated based on the number of days worked in the school year. Should an employee use sick leave beyond the number of days earned or accumulated, and then leave the District, the cost

of days taken which were paid to the employee shall be deducted from the employee's last paycheck. Employees employed after the beginning of the contract year shall receive a prorated number of sick leave days based on the number of contracted days.

#### **Section 9.1.1. Sick Leave Cash Out.**

The District will apply the provisions of sick leave cash out as provided by current state law. RCW 28A.400.210.

#### **Section 9.2. Emergency and Family Leave.**

Emergency leave shall be granted due to a problem that has been suddenly precipitated or is unplanned due to personal or family health/medical reasons, or where preplanning could not relieve the necessity for the employee's absence. Emergency leave shall be deducted from sick leave.

#### **Section 9.3. Bereavement Leave.**

Up to three (3) days of leave may be granted in the event of a death. Two (2) additional days may be granted for extenuating circumstances (i.e., travel, business matters). Bereavement leaves do not accumulate. Personal or sick leave may be granted at the discretion of the Superintendent who may request some evidence of attendance at the funeral or memorial service.

#### **Section 9.4. Maternity/Paternity Leave.**

Employees will be entitled to take a leave of absence for childbirth for up to sixty (60) workdays or as provided by the Family Medical Leave Act and thereafter return to her job under the same uniform terms and conditions as any other employee under sick leave. Female employees shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs. To be entitled to maternity/paternity leave, an employee shall inform the building administrator in advance of his/her intention to take leave and the approximate time he/she expects to return to work and within thirty (30) days after childbirth shall inform the District of the specific day when he/she will return to work. For normal circumstances, the employee is expected to return within sixty (60) days after childbirth.

#### **Section 9.5. 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 that qualify for FMLA may also qualify for PFML. Paid Family and Medical Leave and FMLA can usually run concurrently since many Paid Family and Medical Leave events also qualify for FMLA.
- 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.
- Employees will be required to contact the Employment Security Guidelines to determine the amount of leave available.
- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for all information pertaining to this leave.



- District and employees shall pay premium costs as per state law.

### **Section 9.5.1.**

To qualify for PFML, employees must work a minimum of eight hundred twenty (820) hours in employment in Washington State during the qualifying period. Employment Security will determine the employee's eligibility and benefit.

## **Section 9.6 Judicial Leave.**

### **Jury Duty Leave.**

Leave shall be granted when an employee is summoned for jury duty in a court of law. Notice of such subpoena and/or litigation shall be given to the District without delay when received. Leave shall be at full pay. In other litigation, the leave shall be deducted from personal, vacation leave or leave without pay, upon approval of the Superintendent.

### **Subpoena/Litigation Leave.**

Leave shall be granted when an employee is subpoenaed to appear as a witness in a court of law. Notice of such subpoena and/or litigation shall be given to the District without delay when received. If an employee is to be a witness for the District in litigation involving the District, the leave shall be at full pay. In other litigation, the leave shall be deducted from personal leave, vacation leave or leave without pay upon approval of the superintendent.

## **Section 9.7. Leave of Absence.**

Upon recommendation of the Superintendent, and upon approval of the Board of Directors, an employee shall be granted an unpaid leave of absence for a period not to exceed one (1) year; provided, however, if leave is granted due to extended illness, one (1) additional year may be granted.

### **Section 9.7.1.**

The returning employee will be assigned to a similar position to that which was occupied before the leave of absence.

### **Section 9.7.2.**

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. Employee seniority shall not accrue while the employee is on leave of absence.

### **Section 9.7.3.**

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 employer to inform replacement employees of these provisions.

## **Section 9.8. Personal Business Leave.**

Each school year three (3) days of personal leave shall be granted to all employees. Unused personal days may be accumulated to a total of six (6) days. These days shall be unrestricted wherein no other reason be given other than the word "personal business."



Employees shall notify the District Payroll Department between June 1 and no later than June 5 in order to be paid on the June 30 pay date. The employee may cash out up to five (5) personal business leave days at full pay, shall employees choose to forego those days off.

#### **Section 9.9. Leave Sharing.**

Employees shall have the right to transfer voluntarily as many hours as he/she chooses of sick leave each year to another employee who has exhausted his/her sick leave as long as the employee who is donating does not have a leave balance under twenty-two (22) days. This section shall be implemented only at the request of the employee. Additional requirements include RCW-28A.400.380. WAC 392-126-085.

- Only whole day leave segments may be transferred.
- Once a day is transferred, the transfer is permanent and may never be taken back.
- Days shall be transferred without reference to the hourly rate of pay earned by either employee.
- Unused shared leave shall be returned to the employee. If there are multiple donors, the time will be returned back on a prorated basis.

#### **Section 9.10. General Leave.**

Any and all leaves or absences taken during the contract workday, for any length of time, must be documented by the appropriate leave request form, and entered in the electronic attendance tracking system.

## **ARTICLE X**

### **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

#### **Section 10.1.**

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. Provided further, should two (2) or more employees in the same classification be hired on the same day, seniority shall be determined by the application date. Should the application dates be the same, these employees' seniority shall be determined by lot.

#### **Section 10.2.**

Each new hire who works twelve (12) months will remain on probation for a period of one hundred eighty (180) workdays. Employees working less than twelve (12) months will remain on probation for one hundred twenty (120) workdays. An employee will incur one probationary period. Employees that change job classifications will be evaluated after working forty-five (45) calendar days.

#### **Section 10.3.**

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

**Section 10.4.**

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

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

**Section 10.5.**

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.
- D. Time spent on other District authorized leaves of absence or
- D. Time spent on layoff.

**Section 10.6.**

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

**Section 10.7.**

The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods and special services including overtime. 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 the seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing, to the employee or employees and the Association's President, its reasons why the senior employee or employees have been bypassed.

**Section 10.7.1.**

Current employees who apply for open positions within their classification shall not be required to take additional testing.

**Section 10.8.**

Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

**Section 10.8.1. Trial Period.**

Employees who apply and are awarded a new position outside the employee's classification shall have a ten (10) workday trial period to return to their former position and classification. A substitute employee may be utilized to replace the employee who changes jobs for a ten (10) workday trial period.

**Section 10.9.**

During the school year, the District shall publicize within the bargaining unit the availability of all open positions within five (5) workdays of the opening. The posting shall be for five (5) workdays before the position is filled.

Posting of open positions during the summer months shall be publicized for a minimum of ten (10) administrative workdays before being filled. Such position announcements will be posted in the District administration office and will be available for inspection during normal summer work hours.

Announcements of open positions which become known during the summer months will be mailed to all employees in the bargaining unit who have expressed interest by writing and submitting a letter to the Superintendent no later than the end of the school year.

All position announcements and/or changes will be mailed to the Association President. Employees applying for open or posted positions outside their classification shall have preferential rights over out-of-District applicants, providing they meet job specifications.

All positions shall be posted in each building's office with all the information pertaining to the position, i.e., start and end times as well as wage, hours, and contracted number of days.

**Section 10.9.1.**

When a job is posted, an abbreviated job description for the position must be part of the posting and a salary rate or range shall be posted. If possible, the posting shall list building and grade level of opening.

**Section 10.9.2.**

Any permanent position filled by a substitute employee for more than thirty (30) consecutive days shall be posted and filled as a temporary position with benefits to protect the return provisions of the employee on leave. The posting shall indicate the length of the temporary position.

**Section 10.10.**

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to seniority ranking within classification. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff over anyone junior to them. Names shall remain on the reemployment list for two (2) years. Layoffs shall be in reverse order of hiring and shall be subject to the provision of 10.7.

The District shall send a certified letter or obtain the signature and date of an employee being offered reemployment. If an employee on layoff status rejects an offer of reemployment, or who fails to respond within ten (10) calendar days of the date of the offer, forfeits seniority and all other accrued

benefits, including reemployment rights; provided that such employee is offered a position substantially equal in salary, benefits, and general working conditions.

**Section 10.11.**

Employees on layoff status shall file their addresses in writing with the Personnel Office of the District and shall thereafter promptly advise the District in writing of any change of address.

**Section 10.12.**

An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of reemployment within ten (10) District Office workdays.

**Section 10.13.**

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

**Section 10.14.**

Positions will be declared open and posted by the District if the position increases more than thirty (30) minutes per day, or more than ten (10) workdays per year. This provision may be waived shall the Association agree.

## ARTICLE XI

### DISCIPLINE AND DISCHARGE OF EMPLOYEES

**Section 11.1.**

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, termination.

**Section 11.2. Notification to Less than Full-Time Employees.**

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

- A. Should the District decide to discharge or lay off any PSE employee, the employee shall be so notified in writing prior to the expiration of the school year.
- B. 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.
- C. Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

D. 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 XII

### INSURANCE AND RETIREMENT

#### **Section 12.1.**

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 acknowledge that all previous provisions regarding employee health care coverage sunsets with the implementation of the SEBB. 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 thirty (630) hours or are anticipated to work six hundred thirty (630) hours or more per SEBB eligibility in a year.

#### **Programs**

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

#### **Mandatory Premium paid 100% by District**

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

#### **Optional**

- 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 at no cost to the 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 at the District Office.

**Section 12.2.**

The District shall provide mandatory insurance protection for employees per RCW 28A.400.370.

**Section 12.3.**

The District shall make required contributions for Industrial Insurance on behalf of all employees subject to this Agreement to ESD 105 workers' compensation revolving fund.

**Section 12.4.**

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

**Section 12.5.**

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

**Section 12.6.**

If the state changes its methodology for funding insurance benefits, this section will automatically be opened for renegotiations.

**Section 12.7.**

The District agrees to offer the current Section 125 Plan. Any expansion to the current plan will be at the PSE employee's expense.

**ARTICLE XIII**

**PROFESSIONAL DEVELOPMENT AND TRAINING**

**Section 13.1.**

Employees required by the District or the State to attend training courses as a condition of employment shall be compensated for approved expenses. This will also include requested courses or workshops, sanctioned by the District that the employee might attend for professional improvement.

**Section 13.2. 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 12<sup>th</sup> 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 or higher education; or

(d) Have completed a registered apprenticeship program.

### **Section 13.3. Paraeducator Fundamental Course of Study**

The District will provide training for Paraeducators to implement the Fundamental Course of Study required by RCW 28A.413.060.

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

Each employee shall be paid his or her current hourly rate of pay for all required trainings.

### **Section 13.4.**

Food service employees will be paid for the day attending conferences. The District will pay for expenses related to the conference including lodging, registration, meals, and mileage.

### **Section 13.5.**

All paraeducators will receive de-fusion/de-escalation training. Secretaries who work in situations where students may need de-escalation may also request this training.

Employees with a safety concern will notify their supervisor. If the concern is not resolved, the concern will be taken to the building labor management. The employee and their union representative will be allowed time during the workday to attend. If the concern cannot be solved through building labor management, it will proceed to the district labor management with the Superintendent and the Union.

## **ARTICLE XIV**

### **DUES DEDUCTIONS AND MEMBERSHIP**

#### **Section 14.1.**

The employee agrees to accept dues authorizations as per RCW 41.80.100.

PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records. Shall an employee elect to revoke their membership, such membership must be revoked through the Union.

#### **Section 14.1.1.**

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE). If the employer receives a request for authorization of



deductions, the employer shall as soon as practicable forward the request to Public School Employees of Washington (PSE).

Upon receiving notice of the employee's authorization from Public School Employees of Washington (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts to Public School Employees of Washington (PSE), by the first Monday following payroll.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to Public School Employees of Washington (PSE). After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

#### **Section 14.2.**

The District shall transmit the dues to the Treasurer of the Association each pay period. Included with the dues, on or before the 15 of November, a report will be given identifying each employee by name, position, date of hire, salary.

#### **Section 14.3. 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.

#### **Section 14.4 Hold Harmless.**

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to valid membership.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

#### **Section 15.1.**

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

Upon mutual agreement between the District and the Grievant, timelines may be held in abeyance during all steps of grievance process.



1 **Section 15.2. Grievance Steps.**

2 For this section, workdays refers to days the District Administration Office is open for business.  
3 Timelines may be extended shall both parties agree in writing. Winter break, spring break and summer  
4 break for less than twelve (12) month employees shall not be considered as workdays.

5  
6 **Section 15.2.1. STEP ONE - Informal - IMMEDIATE SUPERVISOR.**

7 The employee shall have a verbal meeting to discuss the grievance with his/her immediate  
8 supervisor. If the employee wishes, he/she may be accompanied by an Association  
9 representative at such discussion. All grievances not brought to the immediate supervisor  
10 within thirty (30) workdays of the occurrence of the grievance shall be invalid and subject to no  
11 further processing. Management shall identify the immediate supervisor for all classifications  
12 within the bargaining unit. Once the informal meeting has been requested, the Immediate  
13 Supervisor has ten (10) workdays to meet with the employee and remedy the grievance. The  
14 Immediate Supervisor shall respond within ten (10) workdays of the verbal meeting. If an  
15 agreeable disposition is made, all parties to the grievance shall sign it.

16  
17 **Section 15.2.2. STEP TWO - Written - IMMEDIATE SUPERVISOR.**

18 If no settlement has been reached, the employee shall submit a written statement of grievance  
19 to the Immediate Supervisor for consideration and shall submit a copy to the official in the  
20 Administration responsible for personnel. The parties will have ten (10) workdays from  
21 submission of the written statement of grievance to resolve it by indicating on the statement of  
22 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
23 sign it.

24  
25 **Section 15.2.3. STEP THREE - SUPERINTENDENT OR DESIGNEE.**

26 If no settlement has been reached within the ten (10) workdays, a written statement of  
27 grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the  
28 Superintendent's designee. After such submission, the parties will have ten (10) workdays from  
29 submission of the written statement of grievance to resolve it by indicating on the statement of  
30 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
31 sign it.

32  
33 **Section 15.2.4. STEP FOUR - SCHOOL BOARD.**

34 If no settlement has been reached within the ten (10) workdays referred to in the preceding  
35 subsection, and the Association believes the grievance to be valid, a written statement of  
36 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.  
37 The employee reserves the right to appear before the Board of Directors to explain the  
38 grievance. At any appearance before the Board of Directors, the employee may be accompanied  
39 by an Association representative or designee. The Board shall render its decision within ten  
40 (10) workdays.

41  
42 **Section 15.2.5. STEP FIVE - AAA ARBITRATION.**

43 If the grievant is not satisfied with the disposition of his/her grievance in the preceding  
44 subsection, the grievant may request in writing that the Association submit his/her grievance to  
45 final and binding arbitration. If the Association determines that the grievance involves the  
46 interpretation, meaning or application of any of the provisions of this contract, it may be  
47 written notice to the Superintendent within fifteen (15) workdays after receipt of the request  
48 from the grievant(s), submit the grievance to final and binding arbitration. If any question arises

as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the grievance.

Within ten (10) workdays after such written notice of submission to arbitration, the Superintendent and the Association President or his/her designee will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) workday period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. Unless either party, to the arbitration elects to proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the arbitration shall proceed as prescribed herein.

The arbitration shall be conducted in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association, except rules two, five and six shall not be applicable to this contract.

The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this contract. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract between the District and the Association. Upon the request of party, the merits of a grievance and the substantive and procedure arbitrability of issues arising in connection with the grievance may be consolidated for hearing before the arbitrator.

During the arbitration under this subsection, neither the District nor the Association will be permitted to assert any grounds not previously disclosed to the other party at Step Three.

The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

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

## ARTICLE XVI

### TRANSFER OF PREVIOUS EXPERIENCE

#### **Section 16.1.**

Employees transferring between Public School Districts within Washington will be granted longevity credit according to State Law. Seniority rights will not be transferred from other employers.

#### **Section 16.2.**

Newly hired employees may be granted longevity credit (salary step placement other than Step One) for applicable experience. In the event that such step placement is considered, the Administration will consult with the local Association regarding the justification of said placement. Seniority will not be granted to new hires. Seniority must accrue within Granger PSE.

## ARTICLE XVII

### SALARIES AND EMPLOYEE COMPENSATION

#### **Section 17.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

#### **Section 17.2.**

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein. Schedule A is opened annually for negotiations. Shall any changes incur to Schedule A, they will be amended and attached.

##### **Section 17.2.1.**

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 17.2.2.**

Retroactive pay will be paid as soon as possible after a negotiation's agreement is ratified.

##### **Section 17.2.3.**

Incremental steps, where applicable and granted, shall take effect on September 1 of each year. This excludes PSE members hired within six (6) months of September 1.

##### **Section 17.2.4.**

Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

##### **Section 17.2.5.**

For Paraeducator salary enhancement, all credits must be from an accredited community college, four (4) year college, or a university and must be one hundred (100) level or above classes that are approved by that college or university. College credits must be turned in by October 1 in order to be eligible for a change in placement on the salary schedule.

#### **Section 17.3.**

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

#### **Section 17.4.**

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

#### **Section 17.5.**

Physicals that are required for employment will be paid for by the School District. The District will arrange for the physicals.

#### **Section 17.6.**

The District shall pay the cost to any bus driver employee for renewal of a CDL, Class B license.

**Section 17.7**

If the District creates a new job classification, not previously covered in a salary schedule, or alters any job description the administration will consult with PSE prior to job posting.

**Section 17.8.**

The District will work with employees that have had an error in their salary amount which results in underpayment and will address the issue in a timely manner. In the event of an over payment, the employee/employer will notify the payroll department as soon as possible to develop a payment plan. The District will work with the employee to avoid a hardship during the repayment plan.

**Section 17.9.**

Employees will receive their regular rate of pay for Field Trips during the workday. If the trip exceeds the employee's contracted time, the employee will be paid their hourly rate up to a total of eight (8) hours. Employees that exceed forty (40) hours will be compensated at time and a half.

**Section 17.10.**

Employees working in the Maintenance and Custodial classification shall receive up to one hundred dollars (\$100.00) every school year for work related boots. Work boots must meet OSHA standards. Employees shall submit an original itemized receipt for reimbursement. Shoes purchased and provided by the District shall be worn by the employee during their shift or while on duty. Reimbursement must be in by January of each calendar year. Shoes must be purchased after August 1 and reimbursement must be in by December 31.

**Section 17.11.**

Beginning in the spring of 2023, paraeducators who are directed by their Building Principal or Supervisor to provide translation services will be paid an additional fifty cents (\$0.50) per hour when translation for the following activities.

Semi-Annual Parent /Teacher Conferences: fifty cents (\$0.50) per hour.

**Section 17.12.**

Self-contained paraprofessionals shall receive an additional twenty-five cents (\$.25) per hour above their current rate of pay for those that are required to assist students with personal hygiene (toileting).

**Section 17.13 Substitute Teacher Wages**

Classified staff who hold an Emergency Substitute Certificate when assigned by an administrator to replace a certificated teacher, the pay shall be paid at the certificated substitute rate plus an additional twenty-five dollars (\$25.00) each day for a full day. The employee will not suffer a loss in pay during this assignment.

## ARTICLE XVIII

### TERM AND SEPARABILITY OF PROVISIONS

#### **Section 18.1.**

The term of this Agreement shall be September 1, 2023, through August 31, 2026.

#### **Section 18.1.1. Schedule A.**

The state flow-through percentage rate will be applied to each step of the salary schedule on September 1 of each contract year.

2023-2024: 4% or IPD whichever is greater.

2024-2025: 4% or IPD whichever is greater.

2025-2026: 2.2% or IPD whichever is greater.

#### **Section 18.2.**

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

#### **Section 18.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided however, annually to renegotiate Schedule A, fringe benefits and provided further; that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

#### **Section 18.3.1.**

The bargaining unit shall present a proposed preliminary successor agreement to the Board no later than April 30. In years where the legislature is still in session after April 30, the timelines shall be waived; this does not negate the act that either party may at any time request that timelines be held in abeyance should both parties agree.

#### **Section 18.4.**

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

#### **Section 18.5.**

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

#### **Section 18.6.**

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 18.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

GRANGER CHAPTER

BY: /E-signed by Kristopher Guerra/  
Kristopher Guerra, Chapter President

DATE: August 1, 2024

GRANGER SCHOOL DISTRICT #204

BY: /E-signed by Brian Hart/  
Brian Hart, Superintendent

DATE: August 4, 2023

2022-23 Reference Base		2023-24 PSE Salary Schedule								
IPD:	4.00%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Reference Base:	\$ 19.01	YEAR 1	2-5 YRS	6-10 YRS	11-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30-39 YRS	40+ YRS
Column Factor:	0.035	Column factor:	1.035	1.07	1.105	1.14	1.175	1.21	1.245	1.28
MAINTENANCE	Row Factor:									
Maintenance	1.3227	\$25.15	\$26.03	\$26.91	\$27.79	\$28.67	\$29.55	\$30.43	\$31.31	\$32.19
Custodial/Maintenance	1.2668	\$24.08	\$24.93	\$25.77	\$26.61	\$27.46	\$28.30	\$29.14	\$29.98	\$30.83
CUSTODIAL										
Custodian	1.169	\$22.22	\$23.00	\$23.78	\$24.56	\$25.34	\$26.11	\$26.89	\$27.67	\$28.45
Event Custodian	1.169	\$22.22	\$23.00	\$23.78	\$24.56	\$25.34	\$26.11	\$26.89	\$27.67	\$28.45
Custodian/Bus Driver	1.3011	\$24.74	\$25.60	\$26.47	\$27.33	\$28.20	\$29.06	\$29.93	\$30.80	\$31.66
PARA EDUCATORS										
Bus Aide	1	\$19.01	\$19.68	\$20.34	\$21.01	\$21.67	\$22.34	\$23.00	\$23.67	\$24.33
Health Room Assistant	1.0358	\$19.69	\$20.38	\$21.07	\$21.76	\$22.45	\$23.14	\$23.83	\$24.52	\$25.21
Early Childhood Recruiter	1.1624	\$22.10	\$22.87	\$23.65	\$24.42	\$25.19	\$25.97	\$26.74	\$27.51	\$28.29
Home Liaison	1.1954	\$22.73	\$23.52	\$24.32	\$25.11	\$25.91	\$26.70	\$27.50	\$28.29	\$29.09
ECEAP Teacher	1.2014	\$22.84	\$23.64	\$24.44	\$25.24	\$26.04	\$26.84	\$27.64	\$28.44	\$29.24
Speech/Language Path. Asst.	1.2807	\$24.35	\$25.20	\$26.05	\$26.90	\$27.76	\$28.61	\$29.46	\$30.31	\$31.16
Vision Impaired Specialist	1.2807	\$24.35	\$25.20	\$26.05	\$26.90	\$27.76	\$28.61	\$29.46	\$30.31	\$31.16
Hearing Impaired Specialist	1.2807	\$24.35	\$25.20	\$26.05	\$26.90	\$27.76	\$28.61	\$29.46	\$30.31	\$31.16
Para Educators: *Quarter Credit Hours of College Work										
0	1	\$19.01	\$19.68	\$20.34	\$21.01	\$21.67	\$22.34	\$23.00	\$23.67	\$24.33
15	1.0064	\$19.13	\$19.80	\$20.47	\$21.14	\$21.81	\$22.48	\$23.15	\$23.82	\$24.49
30	1.0154	\$19.30	\$19.98	\$20.66	\$21.33	\$22.01	\$22.68	\$23.36	\$24.03	\$24.71
45	1.0256	\$19.50	\$20.18	\$20.86	\$21.55	\$22.23	\$22.91	\$23.59	\$24.27	\$24.96
60	1.037	\$19.71	\$20.40	\$21.09	\$21.78	\$22.47	\$23.16	\$23.85	\$24.54	\$25.23
75	1.043	\$19.83	\$20.52	\$21.22	\$21.91	\$22.60	\$23.30	\$23.99	\$24.69	\$25.38
90	1.052	\$20.00	\$20.70	\$21.40	\$22.10	\$22.80	\$23.50	\$24.20	\$24.90	\$25.60

105	1.0616	\$20.18	\$20.89	\$21.60	\$22.30	\$23.01	\$23.71	\$24.42	\$25.13	\$25.83
120	1.0724	\$20.39	\$21.10	\$21.81	\$22.53	\$23.24	\$23.96	\$24.67	\$25.38	\$26.10
135	1.0784	\$20.50	\$21.22	\$21.94	\$22.65	\$23.37	\$24.09	\$24.81	\$25.52	\$26.24
150	1.0898	\$20.72	\$21.44	\$22.17	\$22.89	\$23.62	\$24.34	\$25.07	\$25.79	\$26.52
165	1.0946	\$20.81	\$21.54	\$22.27	\$22.99	\$23.72	\$24.45	\$25.18	\$25.91	\$26.64
180	1.1066	\$21.04	\$21.77	\$22.51	\$23.25	\$23.98	\$24.72	\$25.46	\$26.19	\$26.93

#### TRANSPORTATION

Head Mechanic/Transportation	1.5129	\$28.76	\$29.77	\$30.78	\$31.78	\$32.79	\$33.80	\$34.80	\$35.81	\$36.82
Mechanic/Bus Driver	1.3953	\$26.53	\$27.45	\$28.38	\$29.31	\$30.24	\$31.17	\$32.10	\$33.03	\$33.95
Bus Driver	1.3011	\$24.74	\$25.60	\$26.47	\$27.33	\$28.20	\$29.06	\$29.93	\$30.80	\$31.66
Bus Driver/Asst. Maintenance/Custodian	1.3011	\$24.74	\$25.60	\$26.47	\$27.33	\$28.20	\$29.06	\$29.93	\$30.80	\$31.66
Bus Driver/Mail Room/Bus Garage	1.3011	\$24.74	\$25.60	\$26.47	\$27.33	\$28.20	\$29.06	\$29.93	\$30.80	\$31.66

#### FOOD SERVICE

Head Cook	1.1102	\$21.11	\$21.84	\$22.58	\$23.32	\$24.06	\$24.80	\$25.54	\$26.28	\$27.02
Assistant Cook	1.0532	\$20.02	\$20.72	\$21.42	\$22.12	\$22.83	\$23.53	\$24.23	\$24.93	\$25.63
Accu-Scan/Assistant Cook	1.085	\$20.63	\$21.35	\$22.07	\$22.79	\$23.51	\$24.24	\$24.96	\$25.68	\$26.40
Dish Washer	1.0268	\$19.52	\$20.20	\$20.89	\$21.57	\$22.25	\$22.94	\$23.62	\$24.30	\$24.99
Food Services Assistant	1.0268	\$19.52	\$20.20	\$20.89	\$21.57	\$22.25	\$22.94	\$23.62	\$24.30	\$24.99
ECEAP Food Assistant	1.0268	\$19.52	\$20.20	\$20.89	\$21.57	\$22.25	\$22.94	\$23.62	\$24.30	\$24.99

#### SECRETARIAL

Principal's/Sp. Ed. Director's Sec.	1.2566	\$23.89	\$24.73	\$25.56	\$26.40	\$27.23	\$28.07	\$28.91	\$29.74	\$30.58
Migrant Clerk/Bldg. Secretary/ECEAP Sec.	1.1786	\$22.41	\$23.19	\$23.98	\$24.76	\$25.54	\$26.33	\$27.11	\$27.90	\$28.68
Project Secretary	1.154	\$21.94	\$22.71	\$23.47	\$24.24	\$25.01	\$25.78	\$26.55	\$27.31	\$28.08
Lunch Accountant	1.1078	\$21.06	\$21.80	\$22.53	\$23.27	\$24.01	\$24.75	\$25.48	\$26.22	\$26.96
File Clerk	1.0202	\$19.40	\$20.07	\$20.75	\$21.43	\$22.11	\$22.79	\$23.47	\$24.15	\$24.83

#### TECHNOLOGY

Technology Assistant	1.4318	\$27.22	\$28.17	\$29.13	\$30.08	\$31.03	\$31.98	\$32.94	\$33.89	\$34.84
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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, GRANGER CHAPTER AND THE GRANGER SCHOOL DISTRICT #204 PURSUANT TO ARTICLE X, SECTION 10.7 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

In accordance with Section 10.7 of the Collective Bargaining Agreement, due to necessary staffing level adjustments within the Food Service Department; the work hours of the following employees will be adjusted from eight (8) hours in a day to six (6) hours in a day beginning August 22, 2024:

- |                  |                    |
|------------------|--------------------|
| • Teresa Aleman  | • Elianna Cardenas |
| • Natasha Castro | • Marisol Castro   |
| • Maria Cardenas | • Maria Ledesma    |

The employee will have her hours reduced from four (4) hours to two (2) hours.

- Yvette Mendoza

The District intends to outsource the management of the Food Service procurement and meal planning. The District will undertake a selection process to identify a qualified contractor to direct meal menus and preparation. The District will maintain management of the Food Service Department and its staff. Following the selection of a contractor, the District and the Union shall reconvene to engage in good faith bargaining regarding the potential impacts of the outsourcing decision on employees currently represented by the Union. Should additional hours become available, they shall be offered by seniority and availability.

In the event that an employee is consistently time sheeting extra hours for two (2) hours or more, those times shall be incorporated into the shift as applicable; and after researched, the Food Service Supervisor, in accordance with the provisions of this Agreement and any appropriate benefits shall be applied. Employees shall request from payroll a form to track such extra time. This form will then be sent to District Administration, including the Superintendent.

This Memorandum of Understanding will be effective upon signatures, shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

GRANGER CHAPTER

GRANGER SCHOOL DISTRICT #204

BY: /E-signed by Kristopher Guerra/  
Kristopher Guerra, Chapter President

BY: /E-signed by Brian Hart/  
Brian Hart, Superintendent

DATE: May 15, 2024

DATE: May 14, 2024