

COLLECTIVE BARGAINING AGREEMENT BETWEEN
GRAPEVIEW SCHOOL DISTRICT #54
AND
PUBLIC SCHOOL EMPLOYEES
OF GRAPEVIEW SCHOOL DISTRICT

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948
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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:

RECOGNITION AND COVERAGE OF AGREEMENT

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

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

The District will provide the Union with complete job descriptions for all employees subject to this Agreement as listed on Schedules A.

The bargaining unit to which this Agreement is applicable is as follows: All classified employees in the following job classifications: Custodial-Maintenance, Secretarial-Clerical, Paraeducator, Food Services and Transportation, EXCLUDING: the secretary to the Superintendent (1), a total of one (1) exemption.

A temporary employee is an employee who is hired as a replacement for an employee on a leave of absence. Leave replacement employees shall be subject to all rights and responsibilities under the Agreement, excluding all sections in Article IX, except for Sections 9.2 and 9.3.

Substitute employees who are employed by the District for more than thirty (30) cumulative days of bargaining unit employment during the previous twelve (12) months and who remain available to work on the same basis shall be included in the bargaining unit. The only provision of the Agreement applicable to bargaining unit substitutes is Step 1 of Schedule A.

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 applicable laws and regulations 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 such operation is conducted.

Section 2.2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. The District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

Employees of the unit subject to this Agreement have the right to have Union representatives or other persons present at investigatory interviews that could reasonably lead to discipline as well as grievance and disciplinary discussions.

Section 3.4.

Each employee shall be given a written performance evaluation at least once each year (not later than June 1) and have a copy made a part of the personnel file. Employees shall sign and date the performance evaluation; such signature and date shall indicate receipt of the evaluation only. All new hires shall be evaluated within the first ninety (90) days of employment. All performance evaluations

1 reflecting a “needs improvement” or “unsatisfactory” or equivalent terminology rating in one or more
2 categories shall state specific reasons for the rating, remedial action necessary by the employee to
3 improve performance and specific remedial training as deemed necessary by the District.
4

5 **Section 3.5. Personnel Files.**

6 One official personnel file shall be kept at the District office for each employee covered by this
7 Agreement. Each employee shall be provided a copy of all material placed in their personnel file
8 within ten (10) working days of its insertion. Employees have the right to inspect their official
9 personnel file and to copy any and all material in the file upon request. One "working" file (which
10 may be a computer file) may be kept for each employee for the purpose of collecting information for
11 annual evaluations or performance issues, however, employees also have the right to inspect and copy
12 any and all material in these "working" files upon request. All documents in such "working" files shall
13 be removed and discarded on August 31 annually, with the exception of documents and information of
14 an administrative nature (schedules, hours, shift assignments, active investigations, information
15 required for audit purposes, etc.), which may be retained indefinitely at the District's discretion.
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19 **ARTICLE IV**

20 **RIGHTS OF THE UNION**

21 **Section 4.1.**

22 The Union has the right and responsibility to represent the interests of all employees in the bargaining
23 unit; to present their views to the District on matters of concern, either orally or in writing; and to enter
24 collective negotiations with the object of reaching an agreement applicable to all employees within the
25 bargaining unit.
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28 **Section 4.2.**

29 The Union shall promptly be notified by the District of any grievances or disciplinary actions of any
30 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
31 Articles contained herein. The Union is entitled to have an observer at hearings arising out of
32 grievance.
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35 **Section 4.3.**

36 The names, addresses, work assignments, and salary information of regular employees will be
37 provided annually, upon request.
38

39 **Section 4.4.**

40 The Union reserves and retains the right to delegate any right or duty contained herein, within the
41 scope of statute, to appropriate officials of the Public School Employees of Washington State
42 Organization.
43

44 **Section 4.5.**

45 When the District creates a new job title position or substantially changes the duties of an existing
46 position, the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter
47 41.56 RCW.
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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1.

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) 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 which shall be treated as Saturday and Sunday respectively. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. Employees will be given reasonable notice [no less than three (3) work days] of a shift change except that, in the case of emergencies, changes can be made at the discretion of the immediate supervisor. Upon mutual agreement between the employee and the immediate supervisor the three (3) work day notice may be waived on a case-by-case basis. If a shift is changed due to an emergency or due to a voluntary waiver by the employee of the required notice the employee's fringe benefit (except SERS as required by law) shall be maintained and only the actual hourly wages the employee would have earned shall be reduced.

Section 6.1.1.

Bus driver "shift" shall be established in relation to routes and driving times established by the Supervisor of Transportation, except that; all regular routes (AM, PM) shall be subject to seniority bid each school year. Drivers shall not have the right to bid regular routes that would result in a shift of more than forty (40) hours per workweek. Such bid shall be before school starts. In the event any regular route is changed for more than thirty minutes (plus or minus) per day, all regular routes shall be re-bid upon request of a Bus Driver. Every reasonable effort shall be made to assign routes during summer break on an equitable basis between the regular drivers; provided, however, that in the event of disagreement between the drivers, the Superintendent shall assign such routes. Shifts from the immediately preceding year shall continue without change, provided all regular drivers are satisfied with their assigned shift.

Section 6.1.1.1.

In addition to driving time, the District will provide each driver fifteen (15) minutes AM pre-trip, ten (10) minutes PM pre-trip and ten (10) minutes post-trip for each AM and PM route, to perform duties associated with bus check out, warm-up, cleanup and safety. If the driver is assigned a different bus for the PM route the District will provide the driver a fifteen (15) minute pre-trip. Extra time may be allowed by the Transportation Supervisor for unusual or emergency situations, but not to exceed the additional time actually required through no fault of the employee.

Section 6.1.1.2.

Any Bus Driver with thirty (30) minutes or less between assignments shall remain on the clock for hourly compensation and possible work assignment purposes.

Section 6.1.2.

Employees in the general job classifications of Custodial and Maintenance, assigned a normal work shift for twelve (12) months, may elect (subject to District approval) to work a four (4) day workweek of ten (10) hours each day during the period commencing the day after the close of instructional school year and ending the day before the opening of the instructional school year.

Section 6.2.

All employees working more than five (5) consecutive hours shall be allowed an uninterrupted lunch period of thirty (30) minutes minimum. A rest period of fifteen (15) minutes shall be granted during each shift of four (4) consecutive hours. No employee shall work more than three hours without a rest period.

Section 6.3.

Employees who are assigned to work, on a temporary basis, in a position on a lower pay scale shall receive their regular rate of pay (including overtime, if appropriate) for all hours worked in such a position. However, employees who voluntarily apply for and are granted a position on a lower pay scale in addition to their regular position shall be paid at the appropriate pay scale for the new position.

Section 6.4.

In the event busses are kept idle due to road restrictions and school remains open, drivers of those busses shall receive their regular pay and regularly scheduled shift, provided that they perform a like amount of assigned District work. For purposes of this section "District work" is defined as the work performed by all job titles included in the bargaining unit.

Section 6.5.

All employees, employed prior to March 1, 2002 shall receive a minimum daily shift of four (4) hours per day with a minimum of one hundred and eighty (180) days per school year. In the event of a layoff, the immediately preceding sentence may be waived upon mutual agreement of the District and Union.

Section 6.6. Overtime.

All hours in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the employee's base hourly rate. All overtime hours must receive prior approval by District Administration.

1 **Section 6.6.1.**

2 Employees called for additional service, which is not part of the employee's normal work shift
3 or workday, shall receive no less than two (2) hours pay.
4

5 **Section 6.7. Extra Bus Trips.**

6 All extra bus trips shall be posted in a regular location at least (5) working prior to the date of
7 departure, unless such notice is not reasonably possible. Drivers shall notify the Superintendent or
8 designee two (2) working days after posting unless otherwise extended at the discretion of the
9 Superintendent or designee. Extra trips shall be assigned on a rotation basis among regular bus drivers,
10 starting with the senior driver at the beginning of the school year. An extra trip is defined as a bus run
11 from school to activity/activity to school. No driver shall have the right to bid an extra trip, if the
12 projected trip time will cause the driver to work over forty (40) hours per workweek. In the event a
13 driver is denied an extra trip or bids and later declines an extra trip for reasons that would qualify for
14 paid leave, provided herein, said driver shall advance to the top of the rotation. In the event a driver
15 bids and later declines an extra trip for reasons that would not qualify for paid leave, as provided
16 herein, said driver shall be placed at the bottom of the rotation.
17

18 **Section 6.7.1.**

19 During the school year (excluding holiday and spring breaks) transportation of school busses
20 for contracted bus maintenance shall be performed by a regularly assigned bus driver, provided
21 that such bus driver is available as needed. The assignment of the run referred to in the
22 immediately preceding sentence shall be made without regard to seniority.
23

24 **Section 6.7.2. Use of Vans/Cars.**

25 The District may use a van, SUVs and/or cars driven by school district employees who are
26 affiliated with an activity involving nine (9) or fewer students. The Association will be
27 provided access to information regarding vehicle usage.
28

29 **Section 6.8.**

30 In the event of an unusual school closure the District will make every effort to notify each employee to
31 refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours
32 pay at the regular rate in the event of such a closure; provided, however, no employee shall be entitled
33 to any such compensation in the event of actual notification by the District of the closure prior to
34 leaving home for work. In extenuating circumstances the employee may be assigned emergency-
35 related work, within his/her capabilities.
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37 **Section 6.9.**

38 Only employees, employed regularly as classified employees, will be used to fulfill all job assignments
39 for which compensation is paid, within their respective job classifications, unless no qualified
40 employee is available.
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1 **Section 6.10. Compensatory Time Off.**

2 Employees may, at their option, request compensatory time off in lieu of overtime compensation or
3 payment for hours worked beyond the employee's normal work shift. Compensatory time, if granted,
4 may be accrued; provided, however, that records shall be maintained and there must be a reasonable
5 expectation that the employee will be provided an opportunity to expend the accrued time within the
6 fiscal year. The District shall not solicit employees to accept compensatory time in lieu of other
7 compensation. Compensatory time in lieu of overtime as provided in this Article shall be accrued at
8 the rate of one and one-half (1.5) hours for each hour worked.
9

10 **Section 6.11.**

11 "Standby Time" is defined as non-driving time, which includes time when the driver is on a trip, the
12 vehicle is secure, the vehicle is stopped, the passengers are unloaded, and the driver must remain
13 available (either in or near the vehicle or on or around the premises of an event) for any activity,
14 including but not limited to supervision, constant or intermittent surveillance of the vehicle, emergency
15 transportation, etc. The driver shall be paid at the regular hourly rate for all hours.
16

17 **Section 6.12.**

18 The District shall reimburse the tuition cost for up to two (2) District approved Driver Trainers to
19 maintain their Driver Trainer Certificate while employed as a bus driver/driver-trainer by the
20 Grapeview School District. If there is a choice, the day and site of the training shall be chosen by the
21 District. The driver trainer will receive a regular rate of pay if the training falls on a work day. If the
22 training falls on a weekend the driver trainer will be paid overtime if their weekly hours plus training
23 time exceed forty (40) hours. Driver trainer may not bid extra trips the week preceding the driver
24 training class if the extra trip would cause the driver to exceed 40 hours that week.
25

26 This Agreement presupposes that the designated driver trainers continue their employment in good
27 standing as bus drivers in the Grapeview School District, maintain their certificate to drive and
28 maintain their certificate to be a qualified driver trainer.
29

30 **Section 6.13.**

31 Employees shall be notified in writing at the beginning of the work year what days and hours they are
32 scheduled to work.
33

34 **Section 6.14.**

35 On occasions, the District has the need to shorten employees' scheduled hours of work. Most
36 commonly these occasions are caused by day to day weather situations or early release of students. For
37 scheduled hours of work that are lost for these reasons, the District will make every reasonable effort
38 to provide additional hours of work, within (30) thirty days, or provide paid leave as provided in this
39 Agreement, in order to provide the impacted employees the opportunity to make up the hours of work
40 as directed by the District. Employees that do not make up the lost hours within (30) thirty days or
41 use paid leave as provided herein shall received a deduction in the annualized payroll for the non-work
42 time.
43

44 The employee may use emergency leave deducted from sick leave to cover the late start work time if
45 the late start was unplanned.
46

47 The employee may use personal leave to cover the late start work time.
48

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

All employees working less than twelve months will receive paid holidays which fall within their work year. All less than twelve-month employees will receive paid holidays at their per diem rate per proposed holiday schedule based on years of experience.

All twelve-month employees shall receive the following holidays paid at their normal per diem rate.

- | | |
|--------------------------------|---|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Birthday | 9. Day after Thanksgiving |
| 3. Presidents' Day | 10. Day before Christmas |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Day after Christmas |
| 6. Labor Day | 13. Day before or after New Year's |
| 7. Veterans' Day | Day, of District's selection |
| | 14. Juneteenth (If it falls in employees work year) |

Whenever a holiday falls on Sunday, the holiday shall take place on the succeeding Monday, and whenever a holiday falls on a Saturday, the holiday shall take place on the proceeding Friday.

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. An employee who is on the active payroll on the holiday, and is compensated the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. The District shall have the right to request medical justification for the use of sick leave on the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday.

Section 7.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half times (1 ½) the regular rate for all hours worked on such holiday.

Section 7.1.3. Holidays During Vacation.

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

Section 7.2. Vacations.

Twelve (12) month employees shall earn paid vacation days each fiscal year (FY) as follows:

- A. During the first to fifth year of current continuous employment – 10 days per FY.
- B. During the fifth to twelfth year of current continuous employment – 15 days per FY.
- C. During the thirteenth year to severance – 20 days per FY.

Section 7.2.1.

"Day of vacation" shall be the employee's daily work shift hours in effect at the time the vacation is taken or paid.

Section 7.2.2.

Vacations shall be scheduled at a time mutually agreed upon by the employee and the District. The District shall not unreasonably deny any employee's vacation request unless valid reasons for the denial exist and such reasons are put forth in writing to the employee and a copy provided to the Union. Employees will be paid any balance of accumulated vacation, up to a maximum of thirty (30) vacation days, upon severance.

Section 7.3.

All less than twelve-month employees shall receive paid holidays as follows:

For each year (September 1 through August 31) employees shall receive paid holidays as described below up to thirteen (13) paid holidays, per year:

Placement on Schedule A Step 1: 3 Paid Holidays

Placement on Schedule A Step 2: 4 Paid Holidays

Placement on Schedule A Step 3: 5 Paid Holidays

Placement on Schedule A Step 4: 12 Paid Holidays

Placement on Schedule A Step 5: 12 Paid Holidays

Placement on Schedule A Step 6: 12 Paid Holidays

Placement on Schedule A Step 7: 12 Paid Holidays

At year 13 of employment: 13 Paid Holidays (14 if within employees work year)

In the event an employee is on active payroll for less than the employees projected work year (annualized payroll) said employee(s) will receive holidays on a prorated basis as provided in this section.

Holiday(s) will be paid in the annualized payroll effective September 1 of each year.

Employees will be paid the balance of paid holidays as provided in this section upon severance.

Section 7.4.

Less than twelve-month employees, hired prior to March 1, 2002, shall receive vacation pay as follows:

For each year (September 1 through August 31) employees shall receive one (1) day of vacation pay up to a maximum of twenty (20) days per year.

In the event an employee is on active payroll for less than the employees projected work year (annualized payroll) said employee(s) will receive vacation pay on a prorated basis as provided in this section.

Vacation pay will be paid in the annualized payroll effective September 1 of each year.

Employees will be paid the balance of vacation pay as provided in this section upon severance.

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

Section 8.1.1.

Each employee shall accumulate one (1) day of leave for illness, injury and emergency (hereinafter "sick leave") for each calendar month worked; provided, however, that no employee shall accumulate less than twelve (12) days of sick leave per school year. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated. 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 the regular hourly rate applicable to the employee's normal daily work shift. Unused sick leave may be accumulated to the maximum allowed by current statute. After five (5) consecutive days of illness, or if there is reasonable suspicion of abuse the District may require a doctor's certificate or reasonable verification of the illness. Employees separating employment who have utilized projected sick leave that has not been earned shall receive a deduction of such day(s) from the final paycheck as leave without pay. An employee who is unable to perform their assigned duties because of personal illness may apply and upon approval, be granted additional sick leave without pay at the exhaustion of accumulated sick leave or shared leave. Application for sick leave without pay and for renewal of sick leave without pay shall be made in writing to the District, accompanied by a doctor's verification and an estimated time of recovery if such determination is possible.

Section 8.1.1.1.

The District agrees to allow employees to take Family Leave pursuant to District policy and in compliance with federal law and state law.

In accordance with Washington State law, sick leave may be used to care for a child of the employee with a health condition that requires treatment or supervision or for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition in accordance with state or federal law. The parties agree that the provision(s) in law which most benefits the employee shall be available to the employee. Such leave may be utilized up to the limit of accumulated sick leave days. Under the Family and Medical Leave Act provisions, the District may require appropriate medical certification. For this section the following definitions shall apply consistent with Washington State law.

For purposes of this section, "family member" means any of the following:

- (a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

- (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- (c) A spouse;
- (d) A registered or domestic partner;
- (e) A grandparent;
- (f) A grandchild; or
- (g) A sibling
- (h) Parent in Law

Section 8.1.2.

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 8.1.3. Emergency Leave.

Emergency leave may be granted for not more the two (2) days per year by the Superintendent. Emergency leave may be taken in the case of emergencies as herein defined:

1. The problems must have been suddenly precipitated and be of such nature that pre-planning is not possible or could not relieve the necessity for the employee's absence.
2. The problem cannot be one of minor importance of mere convenience, but must be of a serious nature.
3. Weather conditions for local travel to and from school shall not be considered a valid reason for an emergency leave.

Emergency leave will not be granted for reasons connected with other leave provisions. A written application for emergency leave must be returned to the office on the day of return to school. All granted emergency leave shall be deducted from the employees accumulated sick leave bank.

Section 8.1.4. Sick Leave Attendance Incentive Program.

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

deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) days monetary compensation.

Section 8.1.5.

At the time of separation from school district employment, an eligible employee pursuant to RCW 28A.400.210(2) or the employee's estate shall receive remuneration at a rate equal to one (1) days current monetary compensation for each four (4) full days accrued leave for illness or injury.

Section 8.2. Leave For Family Illness.

Each employee shall be entitled to ten (10) days leave with pay for absence caused by serious illness of an employee's child, spouse, parent, step-parent, grandchild, grandparent, sibling, or parent-in-law. Such family illness leave shall be deducted from sick leave. After five (5) consecutive days of illness, or if there is reasonable suspicion of abuse the District may require a doctor's certificate or reasonable verification of the illness. Upon approval of the Superintendent or designee leave under this section may be taken for a relative not specified herein and a maximum of five (5) days sick leave may be utilized.

Section 8.3. Bereavement Leave.

In the event of the death of family member up to five (5) days of paid leave shall be granted. This shall not be deducted from sick leave. In the event of the death of a close friend two (2) days of paid leave shall be granted. This shall not be deducted from sick leave. Additional days or exceptions to this section may be granted by the Superintendent. Such additional days of applied leave shall be deducted from sick leave.

Section 8.4. Family Medical Leave.

Accrued sick leave may be used for illness of a qualifying dependent or family member pursuant to state and federal law. After five (5) consecutive days of family medical leave the Superintendent may request written medical documentation.

Section 8.5. Disability/Maternity Leave.

An employee may use accumulated sick leave or be granted a leave of absence without pay for the period of actual disability attributable to pregnancy. At the discretion of the District, the District insurance contribution may be continued during a leave of absence without pay for the period of actual disability attributable to pregnancy.

Section 8.6. Adoption/Childbirth Leave.

An employee may, upon request, be granted up to three (3) days paid leave for the purposes of adopting a child or attending to a spouse on or around the date of childbirth. Such leave shall be deducted from an employee's accrued sick leave.

Section 8.7. Judicial Leave.

In the event an employee is summoned to serve as a juror, or is named as a codefendant with the District, such employee shall receive a normal days pay for each day of time served in court. In the event that an employee is a party in a court action, such employee may request a leave of absence.

1 **Section 8.8. Leave Of Absence without Pay.**

2
3 **Section 8.8.1.**

4 Upon recommendation of the immediate supervisor through administrative channels to the
5 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
6 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
7 granted due to extended illness, one (1) additional year may be granted.
8

9 **Section 8.8.2.**

10 The returning employee will not necessarily be assigned to the identical position occupied
11 before the leave of absence. The employee shall be reinstated to a position equivalent in duties
12 and salary to that held at the time the request for leave of absence was approved. It will be the
13 responsibility of the District to inform any replacement employee of this provision at the time
14 of hire.
15

16 **Section 8.8.3.**

17 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
18 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
19 the employee is on leave of absence.
20

21 **Section 8.9. Personal Leave.**

22 Each employee shall be entitled to three (3) days of paid personal leave per year. Personal Leave may
23 be accumulated up to three (3) days and a maximum of three personal days may be used during the
24 school year. Unused Personal Leave may be for cashed out at the employees regular rate. Scheduling
25 of such leave days to be subject to the service needs of the District and at least 3 working days' notice
26 is required. Personal leave may not be rescheduled during the last four weeks of the school year.
27 Exceptions may be made in the last four weeks of school on written request in special circumstances or
28 for absence due to preplanned event made in reliance on original school calendar.
29

30 **Section 8.10. Shared Leave.**

31 Employees may, at the District's discretion, utilize a share leave process of a case-by-case basis
32 pursuant to RCW 28A.400.280.
33

34 **Section 8.11.**

35 Employees may be granted short-term leave without pay upon written request at the discretion of the
36 Superintendent.
37
38
39

40 **ARTICLE IX**

41
42 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
43

44 **Section 9.1.**

45 The seniority of an employee within the bargaining unit shall be established as of the date on which the
46 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
47 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) working days following the hire date. During this probationary period the District may discharge such employee at its discretion. Probationary employees are not covered by Article X Discipline and Discharge of Employees.

Section 9.3.

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

Section 9.4.

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

- A. Resignation;
- B. Discharge for justifiable cause; or
- C. Retirement;

Section 9.5.

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

- A. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- B. Time spent on other authorized leaves of absence not to exceed one (1) year, except as provided in Section 8.8.1.

Section 9.6.

The employee with the earliest hire date has preferential rights regarding layoffs; provided, however, that the senior employee has the minimum qualifications for the job(s) in question. If the District determines that seniority rights should not govern because the senior employee does not have the minimum qualifications for the job in question, the District shall set forth in writing to the employee and the Chapter President its reasons why the senior employee has been bypassed.

Section 9.6.1.

The employee with the earliest hire date has preferential rights to temporary hours taking place during school vacation periods (Holiday, Spring, and Summer) in the current or different job title; provided, however, that the senior employee has the minimum qualification(s) for the job(s) in question.

Section 9.7.

The District shall publicize within the bargaining unit the availability of open positions as soon as possible after the District is apprised of the opening.

Section 9.7.1.

Job postings shall be submitted to the Chapter President. During summer vacation the District shall mail (US mail) such postings to the Chapter President's home address. Any employee on layoff status shall receive job postings via US mail.

Section 9.8.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening; provided, however the employee has the minimum qualifications for the job(s) in question. Names shall remain on the reemployment list for eighteen (18) months.

Section 9.9.

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

Section 9.10.

An employee shall forfeit rights to reemployment as provided in Section 9.8 if the employee does not comply with the requirements of Section 9.9, or if the employee does not respond to the offer of reemployment within five (5) working days. The offer of reemployment shall be in the form of a certified letter, containing a copy of the notice posted in accordance with Section 9.7, and shall be sent only to those employees who have complied with Section 9.9.

Section 9.11.

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.

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. Any disciplinary action imposed upon an employee may be processed as a grievance through the grievance procedure hereinafter provided.

Section 10.2. Notification To Non-Annual 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.

Section 10.2.1.

Should the District decide to discharge 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.

1 **Section 10.3.**

2 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
3 employees two (2) weeks notice of intention to discharge and the employee shall give the District (2)
4 weeks notice of resignation.
5
6
7

8 **ARTICLE XI**

9
10 **INSURANCE AND RETIREMENT**
11

12 **Section 11.1.**

13 The District shall provide basic and optional benefits through the School Employees Benefits Board
14 (SEBB) under the rules and regulations adopted by the SEBB.
15
16
17

18 **ARTICLE XII**

19
20 **UNION MEMBERSHIP AND CHECKOFF**
21

22 **Section 12.1.**

23 At the time of hire, the District will inform the new hire of the terms and conditions of this article. As
24 soon as possible after hire but in no case more than 30 days union representatives will be provided with
25 access of ½ hour to new employees who will be paid for that time. Such access will be exclusively for
26 access by union representative to new employees and not part of some other activity.
27

28 **Section 12.2. Checkoff Dues.**

29 The District shall deduct PSE dues, service charges, or voluntary political contributions from the pay
30 of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District
31 shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington
32 on a monthly basis.
33

34 **Section 12.3.**

35 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
36 deduct from the pay of such bargaining unit employee the amount of contribution the employee
37 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
38 check separate from the Union dues transmittal check.
39

40 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
41 deduct from the pay of such bargaining unit employee the amount of contribution the employee
42 voluntarily chooses for deduction for political purposes to the Committee on Political Empowerment
43 (COPE), and shall transmit the same to the Union on a check separate from the Union dues transmittal
44 check.
45
46
47
48

1 **Section 12.4. Hold Harmless.**

2 The Union will indemnify, defend and hold the District harmless against any claims, suits, orders
3 and/or judgments against the District on account of voluntary political contributions to the Committee
4 on Political Empowerment (COPE).

5
6
7
8 **ARTICLE XIII**

9
10 **GRIEVANCE PROCEDURE**

11
12 **Section 13.1.**

13 Grievances or complaints arising between the District and its employees within the bargaining unit
14 defined in Section 1.4 herein, with respect to matters dealing with the interpretation or application of
15 the Terms and Conditions of this Agreement, shall be resolved in strict compliance within this Article.

16
17 **Section 13.2. Grievance Steps.**

18
19 **Section 13.2.1.**

20 The employee shall first discuss the grievance with the employee's immediate supervisor. If
21 the employee wishes, the employee may be accompanied by a Union representative at such
22 discussion. All grievances not brought to the immediate supervisor in accordance within thirty
23 (30) working days of the occurrence of the grievance shall be invalid and subject to no further
24 processing.

25
26 **Section 13.2.2.**

27 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
28 subsection, the employee shall reduce to writing a statement of the grievance containing the
29 following:

- 30
31 A. The facts on which the grievance is based;
32 B. A reference to the provisions in this Agreement which have been allegedly violated; and
33 C. The remedy sought.

34
35 The employee shall submit the written statement of grievance to the employee's immediate
36 supervisor for reconsideration within twenty (20) working days following the discussion
37 referred to in Section 13.2.1 above. The employee shall submit a copy to the Superintendent or
38 designee and the Union President. The parties will have twenty (20) working days from receipt
39 of the written statement of grievance to resolve it by indicating on the statement of grievance
40 the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. It
41 is the desire of the parties to resolve grievances with the immediate supervisor.

42
43 **Section 13.2.3.**

44 If no settlement has been reached within the twenty (20) working days referred to in the
45 preceding subsection, and the Union believes the grievance to be valid, a written statement of
46 grievance shall be submitted within twenty (20) working days to the District Superintendent.
47 After such submission, the parties will have twenty (20) working days from submission of the

1 written statement of grievance to resolve it by indicating on the statement of grievance the
2 disposition. If an agreeable disposition is made all parties to the grievance shall sign it.

3
4 **Section 13.2.4.**

5 If no settlement has been reached within the twenty (20) working days referred to in the
6 preceding subsection, and the Union believes the grievance to be valid, the employee may
7 demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to
8 the interpretation or the application of this Agreement shall then be submitted to arbitration under
9 the regulations of the Public Employment Relations Commission (PERC). The arbitrator shall be
10 a PERC staff member. The parties further agree to accept the arbitrator's award as final and
11 binding. The cost of such service, if any, shall be shared equally by the District and Union. Each
12 party shall bear all costs of producing their own witnesses and preparation of a record or transcript
13 of the proceedings unless such record or transcript is desired by both parties. In the event PERC
14 arbitration is not available, the parties agree to submit the matter to the American Arbitration
15 Association in voluntary rules.

16
17 **Section 13.3.**

18 The employer shall not discriminate against any individual employee or the Union for taking action
19 under this Article.

20
21
22 **ARTICLE XIV**

23
24 **SALARIES AND EMPLOYEE COMPENSATION**

25
26
27 **Section 14.1.**

28 Employees shall be compensated in accordance with the provisions of this Agreement for all
29 authorized time worked.

30
31 **Section 14.2.**

32 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
33 Schedule A attached hereto and by this reference incorporated herein.

34
35 Salaries for the 22-23 contract year will be as provided in Schedule A. For the 23-24 and 24-25
36 contract years salaries will be increased by the IPD or 3.5%, whichever is greater.

37
38 **Section 14.2.1.**

39 Payroll checks or direct deposit will be issued the last business day of each month.

40
41 **Section 14.2.2.**

42 Yearly steps, where applicable, shall take effect September 1 each year, provided that the
43 employee was employed for six (6) months of the previous fiscal year.

44
45 **Section 14.2.3.**

46 An employee who changes to a different position shall be placed at Step 1 of Schedule A.

1 **Section 14.3.**

2 For purposes of calculating total daily hours worked per day, time worked shall be rounded to the next
3 one-quarter (1/4) hour.

4
5 **Section 14.4.**

6 Reimbursement for travel will be in accordance with Board Policy.

7
8 **Section 14.5.**

9 Employees required to remain overnight on District business shall be reimbursed for reasonable room
10 and board expenditures, with administrative approval.

11
12 **Section 14.6.**

13 Employees attending training courses required by State law, District policy or as otherwise directed by
14 the administration as a condition of continued employment will be paid by the District, portal to portal
15 at the employee's regular rate of pay plus any fee, tuition and transportation cost (mileage reimbursed
16 at District approved rate.)

17
18 **Section 14.7.**

19 Employees attending training courses, seminars and conferences requested by the employee and
20 approved by the District shall not suffer any loss of pay or incur out-of-pocket expenses, but shall not
21 be paid for additional hours beyond regular employment time.

22
23 **Section 14.8.**

24 DOT physical examinations for Bus Drivers required by Federal and/or State law shall be provided at
25 no cost to the employee. The District shall have the right to designate a Medical Doctor to perform the
26 required physical examination; provided that the District shall pay mileage.

27
28 **Section 14.9.**

29 The District shall reimburse bus drivers for any State license fee(s) beyond the basic driver's license.

30
31 **Section 14.10. Salary Placement for Industry Experience.**

32 New employees with like experiences in a similar position to the one to be held in Grapeview School
33 District, or employees transferring classification shall be given credit for such service for purpose of
34 salary placement consistent with their relevant experience, to a maximum of ten (10) years. For
35 purposes seniority rights, the hire date of such employees shall be the first day of their current term(s)
36 of employment, with no credit for past out of district employment.

37
38 **Section 14.11.**

39 Employees who retire/quit and return as substitutes will be paid on the salary schedule with credit for
40 their years of service with the school district. Based on the employees employment record with the
41 school district subject to their employment.

42
43 **Section 14.12. Paraeducators.**

44 Paraeducators who are regularly assigned to programs and/or positions for more than half of their day,
45 which require the performance of special duty functions will receive an additional \$1.00 per hour while
46 said assignment is in effect. Special duty functions are described as working with students who are
47 aggressive and/or combative, need catheterization, have special hygiene functions, specialized medical

procedures, and other specialized areas as identified by the District that exceed normally assigned job requirements. This additional compensation does apply to substitute employees.

ARTICLE XV

TERM AND SEPARABILITY OF PROVISIONS

Section 15.1.

The term of this Agreement shall be September 1, 2022 to August 31, 2025.

Section 15.2.

This Agreement may be reopened and modified at any time upon mutual consent of the parties in writing.

Section 15.3.

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 15.4.

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

Section 15.5.

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 15.2.

Section 15.6.

The Union agrees not to strike for the duration of this Agreement.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF GRAPEVIEW

GRAPEVIEW SCHOOL DISTRICT #54

BY: Katie Alverts
Katie Alverts, Chapter President

BY: Gerry Grubbs
Gerry Grubbs, Superintendent

DATE: 11/29/2022

DATE: 11/29/22



Schedule A
Grapeview School District #54
September 1, 2022 - August 31, 2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
	Year 1	Year 2	Year 3	Year 4-5	Year 6-7	Year 8-10	Year 11+	
Bus Driver	\$22.26	\$23.15	\$24.08	\$25.04	\$26.04	\$27.08	\$28.17	
Bus Lead	\$23.62	\$24.57	\$25.55	\$26.57	\$27.63	\$28.74	\$29.89	
Head Cook	\$21.29	\$22.14	\$23.03	\$23.95	\$24.91	\$25.90	\$26.94	
Asst Cook	\$17.12	\$17.81	\$18.52	\$19.26	\$20.03	\$20.83	\$21.67	
Maintenance	\$21.92	\$22.80	\$23.71	\$24.66	\$25.65	\$26.67	\$27.74	
Maint Lead	\$24.83	\$25.83	\$26.86	\$27.94	\$29.05	\$30.22	\$31.42	
Custodian	\$20.31	\$21.12	\$21.97	\$22.84	\$23.76	\$24.71	\$25.70	
Para Educator	\$19.19	\$19.96	\$20.76	\$21.59	\$22.45	\$23.35	\$24.28	
Office Asst	\$19.19	\$19.96	\$20.76	\$21.59	\$22.45	\$23.35	\$24.28	
Secretary	\$22.47	\$23.37	\$24.31	\$25.28	\$26.29	\$27.34	\$28.43	
Paid Holidays per Section 7.1	3 days	4 days	5 days	12 days	12 days	12 days	12 days	13 days at 13 yrs (14 if within employees work year)

Longevity: .50 per hour
 Grapeview SD
 Employee
 13 Years

