

COLLECTIVE BARGAINING AGREEMENT BETWEEN
GRANITE FALLS SCHOOL DISTRICT #332
AND
PUBLIC SCHOOL EMPLOYEES OF GRANITE FALLS #1110

SEPTEMBER 1, 2024 - AUGUST 31, 2027



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DECLARATION OF PRINCIPLES

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

P R E A M B L E

This Agreement is made and entered into between Granite Falls School District # 332 (hereinafter "District") and Public School Employees of Granite Falls, 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 therein, the parties agree as follows:

A R T I C L E 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 Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all regular full-time and regular part-time classified employees in the following general job classifications: Office Professionals, Paraprofessionals, Assistants, Child Nutrition, School Maintenance, Technology, and Specialists.

It is agreed and understood that the following positions are excluded from the bargaining unit: Superintendent's Administrative Assistant (1), Human Resources Analyst (1), Operations Supervisor (1), Payroll/Benefits Analyst (1), and Information Systems Supervisor (1) for a total of five (5) exemptions.

Section 1.4.

Substitute employees shall be paid on Step 0 in the classification of work on Schedule A. Substitutes shall not be covered by any other terms or conditions of this Agreement.

Section 1.5.

Unless as otherwise provided in the agreement, a day shall be defined as normal District office work days.

ARTICLE II

RIGHTS OF THE DISTRICT

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 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 such operation is conducted.

Section 2.2.

The right to make reasonable rules and regulations are 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.

Section 2.3.

The District reserves the right to subcontract work; however, prior to subcontracting bargaining unit work, the District shall negotiate the effects of any such potential decision with the Association in accordance with RCW 41.56.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association as authorized by RCW 41.56. 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 District Board of Directors, or the Board's designee(s), 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 of the unit subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4.

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered to appropriate officials of the Association.

Section 3.5.

Neither the District, nor the Association shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, national origin, sex, gender, sexual orientation, religion, age, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Section 3.5.1

The District is committed to providing a work environment free from unlawful harassment. The District will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee, supervisor, or bargaining unit employee engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

Section 3.6.

Employees shall be formally evaluated no later than two (2) calendar weeks before the last day of the employees' work year by their immediate supervisor. Employees may submit, in writing, to his/her immediate supervisor, a request for a mid-year informal evaluation and is not a replacement for the formal evaluation. Probationary employees shall be formally evaluated within the first sixty (60) working days of employment. Supervisors shall use the Evaluation Form which is attached to the Agreement as Addendum C - Paraeducator and General Classified.

1 All evaluations shall be discussed with the employee. A copy of the evaluation shall be given to the
2 employee and the original placed in the employee's personnel file. Within five (5) working days of
3 receipt of the evaluation, the employee may attach his or her own comments to the evaluation. These
4 comments will become a permanent part of the evaluation.
5

6 In the event an employee receives an evaluation which contains a rating of "Unsatisfactory/Needs
7 Improvement", the evaluator, after consultation with the employee, shall develop a written plan of
8 improvement within five (5) work days. The improvement plan will provide the employee with the
9 opportunity to improve his/her performance in the deficient area(s). Once said plan is written and
10 presented to the employee, the employee will work to meet the timelines and requirements of the
11 improvement plan. The supervisor will meet with the employee no later than sixty (60) work days after
12 the implementation of the improvement plan to evaluate the employee's performance.
13

14 **Section 3.7. Personnel File.**

15 Employees will be given a copy of all material added to the District office personnel file at the time such
16 material is added to the file. Employees shall have the right, upon request and during regular
17 administrative office business hours, with a District representative present, to inspect the contents of
18 their personnel file. An employee may obtain copies of documents made available under this Section.
19

20 Employees shall have the right to respond in writing to all additions in the personnel file. Such
21 responses shall be made a part of the file. Disciplinary material will be removed from an employee's file
22 two (2) years after inclusion, upon request, unless: 1) the disciplinary action was based on verbal abuse,
23 physical abuse, or sexual misconduct or any other conduct that legally prohibits the District from
24 removing such material; or 2) the same type of offense was committed by the employee in the two (2)
25 year period.
26

27 **Section 3.8. Security/Video Cameras.**

28 Security/video cameras may be used in the workplace to maintain the health, safety and security of staff,
29 students, the community and property, but not for the general purpose of evaluating or monitoring
30 employee performance. Security/video cameras are used on District property, such as common areas
31 including hallways, parking lots, commons, stadiums and District vehicles. Other cameras may be placed
32 in schools to record student events or classroom lessons. Video recordings may be shared with law
33 enforcement personnel to assist in the investigation of criminal behavior. Employees will be notified
34 when a security/video camera is in their workplace. If the District uses video footage for discipline in
35 specific incidents of misconduct, it shall be done in a manner that is consistent with the provisions of
36 this Agreement. If security/video camera recordings are used in the discipline of an employee, the
37 employee may review the recording(s) upon request. Video and audio recordings shall be used only in
38 accordance with applicable State and Federal laws.
39

40 **Section 3.9. Chapter Meetings.**

41 Custodians may be allowed to attend Association meetings for a maximum of sixty (60) minutes per
42 meeting without pay, provided their building is secured and locked before leaving, they have notified
43 their supervisor and building principal, and provided further that they shall complete their regular duties.
44

45 **Section 3.10. Public Records Request for Employee Information.**

46 In the event that there is a public records request for the bargaining unit membership list or a public
47 records request for individual employees' contact information, the District shall notify the Association
48 President or designee of the request.
49

1 **Section 3.11. Paraeducators/Assistants/Specialists.**

2
3 **Section 3.11.1. Employee Safety.**

4 Behavior intervention plans are intended to support students to help students learn appropriate
5 behaviors so they may participate fully in their education. The District shall continue to minimize
6 the risk of injury to employees from students by 1) sharing all relevant information with
7 employees regarding students they directly work with who are on behavior intervention plans to
8 the full extent permitted by law; 2) encouraging employees to file incident and exposure reports
9 when students engage in behaviors that lead to injuries or exposure to bodily fluids; and 3)
10 providing timely training to employees serving students who are on behavior intervention plans.
11 "Relevant information" includes details of the behavior intervention plan necessary for the
12 employee to play a role in implementing such plan.
13

14 **Section 3.11.2. Sharing Student Information.**

15 An employee assigned to work directly with a student on an Individual Education Plan (IEP) or
16 504 Plan shall have access to portions of the IEP and/or accommodations that are necessary for
17 the employee to perform their assigned work with the student prior to or within two (2) work
18 days of the student's assignment or the District's receipt, whichever is later. Employees shall not
19 make copies of any portion of the IEP or 504 Plan unless they are directed to do so by the case
20 manager or other supervisor and those copies are kept under lock and key in the classroom.
21

22 **Section 3.11.3. Confidential Student Information.**

23 Employees have a responsibility to familiarize themselves with and follow all applicable state
24 and federal privacy laws and regulations regarding confidentiality of student and parent
25 information, including but not limited to any information contained in a student's IEP, Behavior
26 Intervention Plan and/or 504 Plan. Failure to keep such information confidential may result in
27 disciplinary action.
28

29 **Section 3.12. Volunteer Services and Events.**

30 An employee shall not volunteer for work providing the same services as covered in that employee's job
31 descriptions. The District will at no time intentionally attempt to cause one bargaining unit employee to
32 perform another bargaining unit employee's job duties during a volunteer event.
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34
35

36 **ARTICLE IV**

37 **RIGHTS OF THE ASSOCIATION**

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40 **Section 4.1.**

41 The Association has the right and responsibility to represent the interests of all employees in the unit; to
42 present its views to the District on matters of concern, either orally or in writing; to consult or to be
43 consulted with respect to the formulation, development, and implementation of industrial relations
44 matters and practices which are within the authority of the District, and to enter collective negotiations
45 with the object of reaching an agreement applicable to all employees within the unit.
46
47
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1 **Section 4.2. Union Leave.**

2 The President of the Association and designated representatives will be provided time off without loss of
3 pay to a maximum of ten (10) days per year to attend Association business, including but not limited to
4 regional or State meetings when the purpose of those meetings is in the best interests of the District as
5 determined by the District administration. If more days are needed, the matter shall be discussed at
6 LMC.
7

8 **Section 4.3. Employee Lists and Information.**

9 The District will provide, the Chapter President(s) or an Association designee upon request, information
10 regarding bargaining unit employees' wages, hours and working conditions. The District will provide
11 the Association President and PSE/SEIU Local 1948 at membership@pseofwa.org a bargaining unit list
12 by November 1, March 1, and July 1, transmitted in a digital, editable format with the following
13 information regarding each employee, if the District has the information in the District's records:
14 employee name, employee number, date of hire, cell phone number, personal email address, home
15 mailing address, job title, rate of pay, work location, and SEBB eligibility.
16

17 The District shall include the Chapter President and membership@pseofwa.org on any changes of status
18 during the month electronically by listing bargaining unit employees who are hired, terminated, rehired,
19 reinstated, transferred into or out of the bargaining unit, reclassified, promoted, downgraded, placed on
20 leaves of absence of any type including disability, placed on layoff, recalled from layoff, or separated
21 (including retirement) from the bargaining unit. This report will include each listed bargaining unit
22 employee's name, employee number, cell phone number, personal email address, home mailing address,
23 job title, rate of pay, FTE, work location, personnel action and SEBB eligibility.
24

25 **Section 4.4.**

26 The Association reserves and retains the right to delegate any right or duty contained herein to
27 appropriate officials of the Public School Employees of Washington State Organization.
28

29 **Section 4.5. Bulletin Boards.**

30 The District shall provide bulletin board space in each school, if requested by the Association employees
31 in said school, for the use of the Association; provided that such use may not be used for any unlawful
32 purpose including assisting a campaign for election of any person to any office or for the promotion of
33 or opposition to any ballot proposition. The bulletins posted by the Association are the responsibility of
34 the officials of the Association. Each bulletin shall be signed by the Association official responsible for
35 its posting. It is the responsibility of the Association to remove notices from the bulletin boards after
36 they have served their purpose.
37

38 **Section 4.6**

39 The District agrees to provide job descriptions for all positions covered by this Agreement to the
40 President of the Association or their designee. All current job descriptions shall be posted on the District
41 website so all employees may have access to them. Job descriptions that are changed by the District
42 which reflect substantial changes impacting the hours, wages, and working conditions of the employee
43 and new job descriptions that are created by the District covering employees under the scope of this
44 Agreement will be made available to the President of the Association or designee in advance of the
45 implementation. Modification of existing job descriptions, creation of new job descriptions, and
46 creation of new positions shall result in salary negotiations for those modified or new positions, at the
47 discretion of either the District or the Association.
48

1 If the Association believes that there is a substantial change in the status of a position, and the
2 Association communicates this belief to the District, in writing, the District will review the position and
3 job description, and will either modify the job description or communicate, in writing, to the Association
4 its reason for not modifying the job description.

5
6 **Section 4.7. Association New Employees Orientation Meeting.**

7 The District will provide the Association reasonable access to new employees of the bargaining unit for
8 the purposes of presenting information about the Association to the new employee. "Reasonable access"
9 for the purposes of this Section means the access to the new employee occurs within four (4) weeks of
10 the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes
11 (*meeting is intended to be a full thirty (30) min block*); and the access occurs during the new employee's
12 regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District
13 and the Association. The District will also provide within forty-eight (48) hours in advance of the
14 orientation an electronic list of expected participants. If the meeting is conducted virtually, the District
15 will provide the Association with a current personal email and phone number to reach each new hire,
16 consistent with the New Hire Notification.

17
18 During this thirty (30) minutes, the Association will have the opportunity to make a presentation during
19 each New Employee Orientation. District representatives shall not be present during the Association's
20 presentation. The Association shall have the right to distribute materials, such as PSE New Hire
21 Packets, at the Orientation. The chapter Association leader attending the NEO, will have the opportunity
22 to use association leave to make the NEO presentation to new employees if the thirty (30) minutes falls
23 within their normal working hours.

24
25 **Section 4.8. New Hire Notification.**

26 The District shall notify the Association at membership@pseofwa.org and the agreed bargaining unit
27 representative of all new hires within twenty-one (21) business days of hire date, or as soon as practical,
28 including employee name, employee number, date of hire, cell phone number, personal email address,
29 home mailing address, job title, rate of pay, work location, and work email.

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33 **ARTICLE V**

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35 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

36
37 **Section 5.1.**

38 It is agreed and understood that matters appropriate for consultation and negotiation between the District
39 and the Association are procedures relating to or affecting general working conditions of employees in
40 the unit subject to this Agreement, methods of adjusting grievances, pay practices, and hours of work.

41
42 **Section 5.2.**

43 It is further agreed and understood that the District will inform the Association of any changes being
44 considered in existing benefits, policies, practices and procedures affecting employees represented by
45 the Association.

1 **Section 5.3.**

2 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
3 the other party to advise, discuss, or consult regarding matters concerning working conditions not
4 covered by this Agreement.
5

6 **Section 5.4. Calendar Committee.**

7 It is understood that the calendar is subject to bargaining. Every third (3rd) year, the Association may
8 designate a District-convened school calendar committee for the purpose of recommending school
9 calendars for the subsequent three (3) school years. The number of employees of the Association
10 represented on the Committee will be equal to the number of employees of the Granite Falls Education
11 Association represented on the Committee. Association representatives shall have equal standing with all
12 bargaining representatives.
13
14
15

16 **ARTICLE VI**

17 **ASSOCIATION REPRESENTATION**
18
19

20 **Section 6.1.**

21 The Association will designate a Conference Committee of three (3) employees who will meet with the
22 Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular
23 basis to discuss appropriate matters.
24

25 **Section 6.2.**

26 The District will allow sufficient time during working hours for Association representatives to attend
27 meetings scheduled with the Superintendent in accordance with Section 6.1. The District will provide
28 suitable space to conduct such meetings.
29

30 **Section 6.3.**

31 Whenever Association employees are mutually scheduled with District representatives to participate in
32 meetings in accordance with Section 6.1, providing representation to employees in disciplinary or other
33 investigation meetings, in grievance hearings or in negotiations sessions during working hours, said
34 representatives shall suffer no loss of pay.
35

36 **Section 6.4. Safety Committee.**

37 The Association shall be entitled to a representative on each building Safety Committee in the District
38 and the District wide safety committee.
39

40 **Section 6.5. Benefits Committee.**

41 The number of employees of the Association represented on the Committee will be equal to the number
42 of employees of the Granite Falls Education Association represented on the Committee. Association
43 representatives shall have equal standing with all bargaining representatives for the purposes of
44 recommending employee benefits and insurance plans.
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46
47
48
49

ARTICLE VII

HOURS OF WORK

Section 7.1.

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.

Section 7.2.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks, except in cases of emergency.

Section 7.2.1. Work Schedule.

Employees must receive a written or emailed schedule showing lunch periods, rest periods, and email access time.

Section 7.3.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first shift is defined as any work shift beginning between 5:00 A.M. and 11:59 A.M. The second shift is defined as any work shift beginning between 12:00 Noon and 9:59 P.M. The third shift is defined as any work shift beginning between 10:00 P.M. and 4:59 A.M.

Section 7.3.1.

The first shift shall consist of up to eight and one half (8½) hours for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.2.

The second shift shall consist of up to eight and one half (8½) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.4.

In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each consecutive / continuous four (4) hours of work. Employees assigned six (6) or more hours shall be given two (2) fifteen (15) minute rest periods and an unpaid lunch period.

Section 7.5.

Employees required to work through their regular lunch periods will be given time to eat at a reasonable time assigned by the supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period. If the employee works over eight (8) hours, the lunch period will be compensated at overtime rates.

1
2 **Section 7.6.**

3 Employees requested to work a shift regularly filled by a higher classification employee within their
4 general job classification shall receive compensation based on the step of the higher classification that
5 would grant the employee performing such higher classification work at least a twenty cents (\$0.20) per
6 hour pay increase. Any employee requested by their supervisor to work in a lower paying position
7 during their regularly scheduled work hours will receive their regular rate of pay. Employees that
8 substitute outside of their regularly scheduled work hours will receive the substitute rate of pay.
9

10 **Section 7.7.**

11 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
12 District will make every effort to notify each employee to refrain from coming to work. Employees
13 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
14 closure; provided, however, no employee shall be entitled to any such compensation in the event of
15 actual notification by the District of the closure prior to leaving home for work and, provided further,
16 that each employee requesting the two (2) hour minimum pay be assigned a reasonable work assignment
17 for those two (2) hours; assigned work shall be within the work classification.
18

19 **Section 7.7.1. Non-Instructional Work Days.**

20 In the event that the District is authorized to waive instructional student days, this will not affect
21 the number of paid work days for employees recognized by this Agreement. School year
22 employees are expected to work their regular work schedule with training opportunities provided
23 on the non-instructional days during the school year to make up time for waiver days and parent
24 conferences. If training is not available, staff will be assigned duties by their supervisor.
25 Employees may request to take all or part of the non-instructional day(s) off.
26

27 **Section 7.8.**

28 At all times the schools are open for activities outside the normal school day, a custodian shall be on
29 duty and compensated at the appropriate rate. Specifically excluded from this requirement are student
30 activities such as school dances and community activities such as Open Gym (GFAA). At all times
31 when the following kitchen/cafeteria equipment is used, a food service employee shall be on duty and
32 compensated at the appropriate rate: ovens, warmers, steam tables or dishwashers.
33

34 **Section 7.9. Overtime.**

35 In the assignment of overtime, the District agrees to provide the employee with as much advance notice
36 as practicable in the circumstances. Normally, employees designated to work overtime on days outside
37 their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the
38 end of the last shift before the overtime commences, except in case of emergency.
39

40 **Section 7.9.1.**

41 All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be
42 compensated at the rate of one and one-half (1½) times the employee's base pay: provided;
43 however, overtime hours worked in excess of eight (8) hours in a work day may be waived by the
44 affected employee(s) and the District to affect an alternative work schedule, such as when an
45 employee regularly works more hours on one day than another day of the same work week. If an
46 employee's regular schedule is less than forty (40) hours per week and the employee is required
47 to work in excess of eight (8) hours per day, then hours worked in excess of eight (8) hours per
48 day shall be compensated at one and one-half (1½) times the employee's base pay. No employee
49 may work overtime without the prior approval of their supervisor.

Section 7.9.2.

The work week is defined as Monday through Sunday for purposes of overtime. All employees are considered to be working a standard work week unless otherwise stated in writing to the employee. Holidays will count towards hours worked for the purposes of calculating overtime during a week. Leave will not count towards hours worked for the purposes of calculating overtime during a work week.

Section 7.9.3.

All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and one-half (1 ½) times the employee's base pay. This day would be Saturday based on the standard work week. All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice the employee's base pay. This would be Sunday based on the standard work week. If an employee does not work a sixth (6th) consecutive day on Saturday but does work the immediately proceeding Sunday, work on the Sunday will be compensated at one and one-half (1½) times the employee's base pay but would not be considered the first of six consecutive days.

Section 7.9.4.

Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

Section 7.10. Assignment of Extra/Overtime.

Unless job specific, the assignment of extra work/overtime will first be offered to employees at the work site on a seniority basis, by job classification. If no employees are available in the classification within the building, the extra work/overtime will be offered to other employees in the job classification on a seniority basis.

If the District has notice of at least seventy-two (72) hours that a substitute is required, then the process for obtaining a classified substitute is:

1. First offered to the most senior employee in the classification in the building who:
 - a. works fewer hours
 - b. has passed the test for the job (example: Library Assistant)
 - c. has received training for the job (example: Health Room Attendant)
2. If no such employees are available within the classification in the building, the work will be offered to the most senior employee in the classification within the District who:
 - a. works fewer hours
 - b. has passed the test for the job
 - c. has received training for the job
3. If no such employees are available within the classification in the District, the work will be offered to the most senior employee in layoff or in a not more than one (1) year classification separation status (see Articles 10.6 and 10.8) within the District who:
 - a. has passed the test for the job
 - b. has received training for the job
4. If no such employees are available from the layoff or classification separation lists, the work will be offered to any in-district employee in the substitute pool who:

- a. has passed the test for the job
 - b. has received training for the job
5. Finally, if no such employees are available from the in-district employees in the substitute pool, the work may be offered to any non-district employees in the substitute pool who:
 - a. has passed the test for the job
 - b. has received training for the job

Section 7.10.1. Creation and Maintenance of Extra Work/Substitute Call List.

The District will be responsible for drafting and keeping current the list of employees who will be called in the event of filling work in accordance with Section 7.10. To be included on the list an employee must inform the District Human Resources in writing that they are available and wish to be called for extra work or Substitute work. This request should include which classifications for which the employee is available and qualified, and the work sites at which they are available. Any known restrictions on their availability should also be included in their request. Upon receiving new requests, the District will respond to the employee in writing and provide updated lists as necessary to the building secretaries and principals within five (5) working days.

School District employees must be proficient in their current positions to be included on the extra work/substitute list, as defined by having a rating of "Proficient" overall performance on their most recent performance evaluation. The District may remove an employee from a Substitute list for a specific position up to the duration of the school year if the employee is not deemed most suited for the particular assignment as determined by an administrator. The administrator will first meet with the employee as to the reason why they are not suited for the position. The District will provide the employee with written notice and an explanation of its decision.

A current version of the substitute, extra work, and overtime lists will be provided to the building secretaries and principals on the first work day of each month. The District will provide any changes to the list, due to additions or removals of employees, to the building secretaries and principals within five (5) working days.

Section 7.10.2. Release of School District Employees From Regular Assignment.

Employees performing substitute work will be released from their regular assignment for the duration of their substitute assignment. Up to two (2) employees may be released to perform substitute work for an employee who is absent or for an employee who is substituting for an absent employee.

Section 7.10.3. Food Service Catering.

At the beginning of each school year a chart shall be created to address substitute time and catering time. Every food service employee shall indicate on the chart if they are interested in working after hours in catering positions. The catering opportunities will be offered on a rotating basis starting with the senior employee in September of each year. If an employee rejects an opportunity to cater, they will be bypassed until their spot on the chart is reached again. A copy of the chart will be given to the Association President at the beginning of each school year and updated as requested. A current version of this chart will also be available for the food service employees to access from the Human Resources Department.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1.

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

- | | |
|-------------------------------|--------------------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. Presidents Day | 10. Day after Thanksgiving Day |
| 4. Memorial Day | 11. Day before Christmas Day |
| 5. Juneteenth (June 19th)**** | 12. Christmas Day |
| 6. Independence Day** | 13. Day after Christmas* |
| 7. Labor Day*** | 14. Day before New Year's Day* |

* Applicable to twelve (12) month employees only.

** Employees contracted for one hundred ninety-five (195) days or more will be paid for Independence Day.

*** Paid if employee is compensated for at least one (1) regular shift during week of Labor Day.

**** Paid if employee is compensated for work on the actual day of the holiday.

If one of the above holidays falls on a weekend, the employee shall receive one (1) day's pay at the employee's base rate on the day the holiday is observed.

Section 8.1.2. Unworked Holidays.

Eligible employees shall receive pay equal to their average daily time per week [total weekly work hours divided by five (5)] in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either the last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts, and his/her absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

Section 8.1.3. Worked Holidays.

Employees who are required to work on the above described holidays shall receive twice their base rate for all hours worked on such holidays.

Section 8.1.4. Half Day Before Scheduled Breaks.

In the event the school calendar includes a half (½) day early release on the day before Thanksgiving break, winter break, spring break, and summer break, employees shall end their shift within a reasonable time after students leave without loss in pay. An employee taking leave on such days shall not be permitted to take a prorated or half (½) day of leave. Leave deducted from any applicable leave balance will be based on the employee's regular schedule up to a full day of leave. Employees whose work will not support taking the leave shall be eligible to leave early on another date as agreed upon between the supervisor and employee.

Section 8.2.

Vacations will be granted consistent with the following schedule:

	(A)	(B)	(C)
Years Worked	Days of Vacation	Days of Vacation	Days of Vacation
<u>(More Than)</u>	<u>Employees Assigned</u>	<u>Employees Assigned</u>	<u>Employees Assigned</u>
	<u>150-189 Days Per Year</u>	<u>190-220 Days Per Year</u>	<u>260 Days Per Year</u>
0	4	4	5
1	5	6	7
2	7	8	10
3	9	10	13
5	9	11	14
7	10	11	15
9	11	12	16
11	12	13	17
13	13	14	18
15	13	15	19
17	14	16	22
19	15	17	24
20	16	18	25

Section 8.2.1.

All school-related hours for which an employee is paid will be counted as hours worked in the computation of credit, and hours worked at premium rates shall be counted as straight time hours in such computation.

Section 8.2.2.

For every regular workday from which an employee is absent on sick leave, bereavement leave, or emergency leave, the hours of the employee's normal work shift shall be credited as if worked.

Section 8.2.3.

For the purpose of calculating years worked, the District will apply the rule used to calculate eligibility for incremental steps.

Section 8.2.4.

Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

Section 8.2.5. Employees Assigned 260 Days Per Year (column C above):

Vacations should be scheduled by the first of May as nearly as possible. Vacation time is non-cumulative. Vacations taken during the summer period June 1 to August 31 shall not exceed two (2) cumulative weeks, unless approved by the Superintendent or designee in consultation with the supervisor and employee. Not all employees in any position within the School Maintenance general classification may be on vacation at the same time unless the employee is the only employee in that position.

Section 8.2.6. Employees Assigned Less than 260 Days Per Year (Column A and B, above).
Employees who work less than twelve (12) months per year shall receive payment for vacation and holidays in twelve (12) equal payments. Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final paycheck.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave (Illness, Injury and Emergency Leave).

Section 9.1.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that each employee returning from the prior work year or beginning employment with the District in September is eligible to accumulate ten (10) 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 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 the employee's 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. Employees may use sick leave for the reasons provided for by RCW 49.46.210.

Section 9.1.1.1. Sick Leave Usage.

Illnesses of family employees qualify as appropriate use of sick leave in accordance with RCW 49.12.270, RCW 49.46.210, and WAC 296-130-030. Sick Leave may be used for the following:

1. Personal mental/physical illnesses, injury or health condition of the employee or a family employee.
2. Preventative Care appointments for the employee or a family employee
3. The care of a child of the employee with a health condition that requires treatment or supervision, the care of a employee of the employee's immediate family (as defined by FMLA and or/state RCW's) or a permanent employee of the employee's household who has a serious health condition or an emergency condition.
4. Absences that qualify for leave under the WA State Domestic Violence Leave Act

Section 9.1.1.2. FMLA.

The District agrees to implement the Family and Medical Leave Act (FMLA) for eligible employees per Board Policy. Leave provided under FMLA shall be coordinated with any other Board approved leave of absence.

1 **Section 9.1.1.3. WA PFMLA.**

2 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the
3 Washington State Family and Medical Leave and Insurance Act. To be eligible for this
4 leave, employees must have worked a minimum of eight hundred twenty (820) hours
5 within the past calendar year. Such leave shall be used consecutively with the employee's
6 other leave entitlements unless the employee elects otherwise, or unless the law prohibits
7 otherwise. The District shall maintain health insurance benefits during periods of
8 approved PFML. The District shall use the state insurance as the carrier for PFML to
9 ensure ongoing compliance with the law.

10
11 **Section 9.1.1.4. Long-Term Services and Support Trust Act.**

12 The District shall collect from the employee the legally required contributions required
13 for the Long-Term Services and Support (LTSS) Trust and forward this amount to the
14 State of Washington.

15
16 **Section 9.1.1.5. Sick Leave Attendance Incentive Program.**

17 In January of the year following any year in which a minimum of sixty (60) days of leave
18 for illness or injury is accrued, and each January thereafter, any eligible employee may
19 exercise an option to receive remuneration for unused leave for illness or injury
20 accumulated in the previous year at a rate equal to one (1) day's monetary compensation
21 of the employee for each four (4) full days of accrued leave for illness or injury in excess
22 of sixty (60) days. Leave for illness or injury for which compensation has been received
23 shall be deducted from accrued leave for illness or injury at the rate of four (4) days for
24 everyone (1) day's monetary compensation.

25
26 **Section 9.1.1.6.**

27 At the time of separation from school district employment due to retirement or death, an
28 employee eligible to retire or the employee's estate shall receive remuneration at a rate
29 equal to one (1) day's current monetary compensation for each four (4) full days accrued
30 leave for illness or injury subject to the provisions contained in RCW 28A.400.210 &
31 WAC 392-136-020.

32
33 **Section 9.1.2.**

34 Employees who have accrued sick leave while employed by another public school district in the
35 State of Washington or who have accrued sick leave while employed by the Granite Falls School
36 District and are then reemployed by the District shall be given credit for such accrued sick leave
37 upon employment by the District, per RCW 28A.310.240.

38
39 **Section 9.1.3. L&I.**

40 In the event employees are absent for reasons which are covered by Industrial Insurance, the
41 District shall pay the employee an amount equal to the difference between the amount paid the
42 employee by the Department of Labor and Industries and the amount the employee would
43 normally earn. A deduction shall be made from the employee's accumulated sick leave in
44 accordance with the amount paid to the employee by the District or, at the option of the
45 employee, not to use sick leave and only use Industrial Insurance.

1 **Section 9.1.4. Sick Leave Documentation.**

2 An employee who is absent five (5) or more consecutive work days is required to provide
3 documentation of an illness or injury from a medical professional. In cases where the absence is
4 the direct result of an employee requiring hospitalization, the five (5) day requirement for
5 documentation may be waived and a medical release may be required prior to the employee
6 returning to work. Absences exceeding accumulated leave will result in pay deductions unless
7 the condition qualifies the employee for leave sharing (Section 9.9) and sufficient leave is
8 donated to cover the absences.

9
10 **Section 9.1.5. Emergency Leave.**

11 Emergencies are those events which are suddenly precipitated, or which are of such a nature that
12 preplanning could not relieve the necessity for the absence. The problem must be one of major
13 importance and not a mere convenience. Emergency leave shall be limited to one (1) day per
14 year, non-cumulative and shall be charged against sick leave. Additional time may be granted by
15 the Superintendent. Employees shall notify his/her administrator or designee at the earliest
16 opportunity.

17
18 **Section 9.2. Leave for Family Illness.**

19 Each employee shall be entitled to a maximum of three (3) days leave per school year with pay for
20 absence caused by serious illness, as per State and Federal guidelines, to an employee's child, sibling,
21 parent, parent-in-law, grandparent, grandchild, or any person living in the immediate household as a
22 member of the family. Leave for family illness must be recorded appropriately into the attendance
23 system and approved by the Superintendent or designee. Such leave shall not be deducted from sick
24 leave and is non-cumulative.

25
26 **Section 9.3. Bereavement Leave.**

27 Each employee shall be entitled to a maximum of five (5) days leave with pay per occurrence, for
28 absence caused by death in an employee's immediate family. Immediate family includes spouse,
29 domestic partner, child, sibling, parent, family in-laws, stepfamily, grandparent, grandchild, or any
30 person living in the immediate household as a member of the family. In addition to the above,
31 employees shall be entitled to one (1) day per year herein for bereavement purposes. Such leave is non-
32 cumulative and shall not be deducted from sick leave. Additional leave may be allowed at the discretion
33 of the Superintendent or designee.

34
35 **Section 9.4. Personal Leave.**

36 Employees shall be granted up to four (4) full days of personal leave per year with pay. The employee
37 shall, when possible, notify the District at least forty-eight (48) hours in advance of taking said leave.
38 One (1) unused day of personal leave may be carried over for a total of five (5) days.

39
40 An employee's use of personal leave at any time during the year may be denied if the District determines
41 that there are not a sufficient number of substitutes available to cover anticipated employee absences.
42 Employees may not use personal leave days during the first week of school or the last week of school
43 without supervisor approval. Such a request for leave during those time periods must be submitted in
44 writing at least two (2) weeks in advance to the employee's supervisor. The supervisor will respond in
45 writing to the employee's request within three (3) business days.

46
47 Employees who do not use the available days may, at the end of the school year, cash in the unused days
48 for pro rata pay on a two (2) for one (1) basis. The pro rata pay will be included in the August pay
49 warrant.

Accumulated days may not be cashed out. When days are carried over from one year to the next, use of personal leave by an employee shall first be considered to be from his/her accumulated day(s).

Section 9.5. Parental Disability Leave.

Upon written application to the Superintendent or designee, an employee shall be granted leave for the period of sickness or temporary disability leave. Such leave shall commence at such time as the employee, and medical advisor, deem necessary. Employees granted parental disability leave may, at their option, be allowed compensation for parental disability leave in accordance with Section 9.1.1 above. Before returning to work, the employee must provide to the District written certification from a physician that the employee is ready and able to return to work. Within three (3) months after childbirth, or temporary disabilities caused by or contributed to by pregnancy, miscarriage, and recovery therefrom, the employee shall notify the District of intent to return.

Section 9.6. Judicial Leave.

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

Section 9.7. Leave of Absence.

Section 9.7.1. Long-Term Leave without Pay.

An employee may apply for leave without pay from the employer by application in writing to their immediate supervisor. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted leave without pay for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. However, an employee will not be granted a leave of absence if the purpose of such leave is to work for an employer other than the District, except in situations required by military duty.

Section 9.7.2. Returning to Work.

An employee retains the right to return to work prior to the end of their approved leave period provided the employee notifies the District in writing no later than thirty (30) calendar days before the date they intend to return to work; and provided that one-half (½) of their approved leave period has expired. The returning employee will be assigned to a position comparable to the position assigned before the leave of absence in terms of hours, wages and class of employment. A comparable position means within thirty (30) minutes of the position previously held by the individual. It shall be the responsibility of both the District and the Association to inform employees hired to fill positions of employees on leave of absence of these provisions affecting the terms of their employment. It shall be the District's responsibility to notify the replacement employee when the original employee has stated their intent to return to work. All replacement employees shall be subject to all provisions of this Agreement.

Section 9.7.3.

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

1
2 **Section 9.8. Short Term Leave Without Pay.**

3 Days without pay should be requested from the Superintendent or designee for use during occasional
4 events not possible to schedule outside of the school year. All personal and/or vacation leave should be
5 exhausted prior to asking for leave without pay. This leave without pay should not exceed five (5) days.
6 Any leaves of absence without pay that exceed five (5) days should be considered in accordance with
7 Section 9.7.
8

9 **Section 9.9. Leave Sharing.**

10 All voluntary leave sharing among school district employees shall be in strict compliance with current
11 RCW 41.04.660. Employees may donate annual or sick leave to a fellow employee who is suffering
12 from or has a relative or household employee suffering from an extraordinary or severe illness, injury,
13 impairment, or physical or mental condition; a fellow employee who is a victim of domestic violence,
14 sexual assault, or stalking, or a fellow employee who has been called to service in the uniformed
15 services, which has caused or is likely to cause the employee to take leave without pay or terminate his
16 or her employment.
17
18
19

20 **ARTICLE X**

21
22 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
23

24 **Section 10.1.**

25 The seniority of an employee within the bargaining unit shall be established as of the date on which the
26 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost
27 as hereinafter provided.
28

29 **Section 10.1.1.**

30 In any case where seniority is equal, ties will be broken by lot at LMC (Labor Management
31 Committee) meetings.
32

33 **Section 10.2.**

34 Each new hire shall remain in a probationary status for a period of not more than sixty (60) work days
35 following the hire date. During this probationary period the District may discharge such an employee at
36 its discretion.
37

38 **Section 10.3.**

39 Upon completion of the probationary period, the employee will be subject to all rights and duties
40 contained in this Agreement retroactive to the hire date.
41

42 **Section 10.4.**

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

- 44 1. Resignation
- 45 2. Discharge for justifiable cause
- 46 3. Retirement; or
- 47 4. Change in job classification within the bargaining unit as hereinafter provided.
48
49

1 **Section 10.5.**

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

- 3 1. Time lost by reason of industrial accident, industrial illness or judicial leave
- 4 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 5 United States
- 6 3. Time spent on other authorized leaves; or
- 7 4. Time spent in layoff status as hereinafter provided.

8
9 **Section 10.6.**

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

12
13 **Section 10.6.1.**

14 Employees working in more than one (1) general job classification shall enjoy seniority in each
15 such classification, provided they continue such duties with no more than one (1) year break in
16 service. Such a break in service of more than one (1) year shall result in loss of seniority.

17
18 **Section 10.6.2.**

19 Employees who change general job classifications within the bargaining unit shall retain their
20 seniority in the previous general job classification for a period of one (1) year, notwithstanding
21 that they have begun accumulating seniority in the new general job classification.

22
23 **Section 10.7.**

24 The employee with the earliest hire date shall have preferential rights regarding vacation periods, shift
25 selections and special services (including overtime). The employee with the earliest hire date shall have
26 preferential rights regarding promotions, assignment to new or open jobs or positions within
27 classifications, hours of employment, and layoffs when ability, qualifications, and performance are
28 substantially equal with junior employees.

29
30 If the District determines that seniority rights should not govern because a junior employee possesses
31 ability, qualifications, and performance substantially greater than a senior employee or senior
32 employees, the District shall set forth the reasons for the bypass in writing to the senior employee or
33 employees.

34
35 **Section 10.7.1.**

36 Current employees who complete an application for a new or open position not within the
37 employee's classification will be given an informal interview for the position with the Human
38 Resources Director or designee. If applicants are not selected to fill the position, they will
39 receive a written notice of non-selection.

40
41 **Section 10.7.2.**

42 If the District determines that a specific position needs more time, up to thirty (30) minutes can
43 be added without posting, upon consultation with the Association President.

44
45 **Section 10.7.3.**

46 Each employee who transfers to a new position shall remain in a performance trial status for a
47 period not to exceed thirty (30) work days following the transfer. During this performance trial,
48 the District may require, or the employee may elect for justifiable cause, to return to the previous
49 position.

1
2 **Section 10.7.4. New Employees with Experience.**

3 New employees who have prior experience in other school districts shall be placed on Schedule
4 A and receive the same leave and vacation benefits as other employees in the District who have
5 similar occupational status and total years of service, provided there has not been more than one
6 (1) year of separation.

7
8 New employees with more than one (1) year separation will be placed on step 0 of Schedule A
9 during the probationary period of sixty (60) work days. Movement to a higher Step at the end of
10 the probationary period will be determined by the Superintendent or designee based on years of
11 experience according to RCW 28A.400.300. The Superintendent or designee will consult with the
12 Association during Labor Management Committee (LMC) meetings regarding the placement
13 decision.

14
15 If this District has a different system for computing leave benefits and other benefits, then the
16 employee shall be granted the same leave benefits and other benefits as an employee in the
17 District who has similar occupational status and total years' experience.

18
19 **Section 10.8.**

20 The District shall publicize within the bargaining unit for five (5) business days, the availability of open
21 positions as soon as possible after the District decides to fill the opening. A copy of the job posting shall
22 be forwarded to the President of the Association, posted on the District website, and emailed to all
23 classified employees. If an employee wishes to be notified of postings by regular mail during the
24 summer months, he/she will provide the District with a self-addressed postcard specifying the areas of
25 interests. The Association shall share the cost of such postage.

26
27 **Section 10.8.1.**

28 A new or open position that exceeds thirty (30) work days shall be subject to the posting
29 provisions of this Agreement. Long term substitute positions shall be subject to the posting
30 provisions when it is determined that there are more than thirty (30) work days remaining. Short
31 term substitutes, less than thirty (30) work days, will be reviewed monthly on a case by case
32 basis to determine any anticipated change in status.

33
34 **Section 10.9.**

35 The seniority factors in Section 10.7 shall govern layoff procedures. In the event of layoff, employees
36 so affected are to be placed on a reemployment list maintained by the District according to layoff
37 ranking. Such employees are to have priority over new applicants in filling an opening in the
38 classification held immediately prior to layoff. Names shall remain on the reemployment list for
39 eighteen (18) months.

40
41 **Section 10.9.1. Parking Lot Procedure.**

42 In the event of layoff(s), each classification may, at their option, select a "parking lot" procedure
43 to deal with the Reduction in Force ("RIF"). The parking lot procedure is as follows:

- 44
45 1. The District determines the need for a RIF, identifies positions that will be reduced, and
46 provides notification to the Association.
47 2. If the position to be RIF'd is the least senior employee, that employee is placed on the
48 rehire list. If the position to be RIF'd is not filled by the least senior employee in that

classification, then all employees in that classification with seniority that is equal to or lesser than the affected employee shall engage in the following procedure.

3. If the RIF only involves reduction in hours, affected employees shall individually decide whether to participate in the parking lot procedure in order of seniority from most senior to least. The most senior employee who elects to participate in the procedure and all employees with less seniority will then be laid off. If the RIF involves a reduction of a position, the employee in that position and all less senior employees in the classification shall be laid off.
4. The District will then compile a list of all available positions in classification that include work days, times, and required qualifications.
5. The District will then schedule appointments for all employees who are RIF'd to select job assignments based on seniority, however, employees must be qualified for a job assignment in order to select it. Employees may not select a job that is more than thirty (30) minutes a day in excess of the position they held before the parking lot procedure was invoked. Employees may pick more than one job opening as long as the time does not equal over eight (8) hours a day or forty (40) hours a week and the assignment times do not overlap and cause scheduling conflict.
6. Once all positions are filled, those employees remaining without positions will be considered RIF'd and placed on the rehire list for eighteen (18) months or until they have fulfilled the terms of rehire covered in Section 10.9 of this Agreement.
7. No new hires in classification can take place until this process is complete and all qualified RIF'd employees are rehired.

Section 10.10.

Employees on layoff status shall file their mailing address, email address and phone number in writing with the personnel office of the District and shall within seven (7) days advise the District in writing of any change of address.

Section 10.11.

An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not comply with the requirements of Section 10.10, or if the employee does not respond to the offer of reemployment within seven (7) days. It shall be the responsibility of the District to inform employees of openings in the job classification held prior to layoff.

Section 10.12.

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 (loss of no more than thirty (30) minutes per day) to that held prior to layoff.

Section 10.13.

The Association will be provided a seniority list November 1 and March 1 of each year. Association officials will post the seniority list on Association Bulletin Boards.

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. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, the reprimand will be handled in a professional manner. Material in an individual's personnel file provides an official record of the employee's service to the District.

Section 11.2. 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 11.2.1.

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

Section 11.2.2.

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 11.2.3.

Nothing contained in this Section shall in any regard limit the operation of other Sections of this Article.

Section 11.3.

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

Section 11.4.

Employees will provide the District two (2) weeks' notice of intention to voluntarily terminate employment.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

The Parties agree, pursuant to RCW 28A.400.275, to abide by State laws pertaining to school district employee benefits, including the anticipated replacement of provisions of this Article by a State-wide school employee health care system by January 2020. The District shall make available information about the health and wellness benefits for the SEBB program, eligibility, dependent coverage, continuity of coverage, and benefit termination/end on the District public website for all to review (before applying to a position can see information and for staff use). The LMC team will periodically review the site for needed updates or changes.

1 **Section 12.1.1. Insurance Changes Due to SEBB.**

2 Section 12.1 of the current Collective Bargaining Agreement shall reopen to renegotiate
3 provisions related to health insurance benefits as necessary to comply with the then current State
4 law.

6 **Section 12.2. Unemployment Benefits.**

7 The District shall participate appropriately in the Unemployment Compensation Fund requisite to
8 providing unemployment benefits for all employees subject to this Agreement, pursuant to RCW
9 50.44.020 and RCW 50.44.030.

11 **Section 12.3. L&I Benefits.**

12 The District shall make legal required contributions for State Industrial Insurance on behalf of all
13 employees subject to this Agreement.

15 **Section 12.4.**

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

20 **Section 12.5.**

21 District employees shall be provided personal liability coverage.

23 **Section 12.6. Tax Sheltered Annuities.**

24 All employees subject to this Agreement shall be entitled to participate in the tax-sheltered annuity plan
25 recognized by the District. On receipt of a written authorization by an employee, the District shall make
26 deductions from the employee's salary.

28 **Section 12.7. Health Benefit VEBA.**

29 The District has adopted the VEBA Health Reimbursement Plan (hereinafter "Plan"). The District agrees
30 to contribute to the Plan on behalf of all employees defined as eligible to participate in the Plan. Each
31 eligible employee must submit a completed and signed membership enrollment form to become a Plan
32 participant and be eligible for benefits under the Plan. The Association shall notify and re-authorize such
33 agreement with the District annually consistent with IRS regulation.

35 **Section 12.7.1. District Contribution.**

36 The District shall contribute fifty dollars (\$50) per bargaining unit employee, per month to each
37 employee's VEBA account. To be eligible for this benefit, employees must work three (3) hours
38 per day or fifteen (15) hours per week.

42 **ARTICLE XIII**
43
44 **VOCATIONAL TRAINING**

46 **Section 13.1.**

47 The District recognizes that employees desire to improve and broaden their work skills and training.

Therefore, a staff development fund for classified employees of two thousand five hundred dollars (\$2,500) will be available each year. The District shall carryover the unused funds from year to year for a maximum of five thousand dollars (\$5,000).

A variety of training opportunities may be developed and offered. If the District requires attendance of the employee, regular salary rates will be paid for attendance. In no event will overtime rates be paid. Such application must be approved by the Association Chapter President and the Superintendent or his/her designee.

Section 13.2.

Employees required by the District or by State regulations to attend training (including first aid training), execute certificates, or become recertified, as a condition of employment, shall be reimbursed for all fees, costs and/or expenses. Employees shall also be compensated for all time expended as "hours worked" pursuant to Article XVI, Section 16.1 herein.

Section 13.3. Apprentice Training.

All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) and the Washington School Nutrition Association Training Program (WSNATP) shall be subject to all terms of this Agreement; except that the WPSCEJATC and the WSNATP shall have jurisdiction to insure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council and the Washington School Nutrition Association.

Section 13.3.1.

Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC or receipt of a Level II certificate from WSNATP, or other certification mutually agreed upon by the parties, the employee shall receive the appropriate hourly rate of pay as indicated on Schedule A plus fifty cents (\$0.50).

Section 13.3.2.

Employees shall be responsible for tuition costs associated with college credits and for required books and materials.

Section 13.3.3.

Participation in the apprenticeship program shall be completely voluntary for all staff.

Section 13.3.4.

Persons employed on the effective date of this Agreement may apply for the apprenticeship program at any time new enrollees are accepted. Applications will be accepted annually prior to October 1.

Section 13.3.5.

By September 1 of each year, the Association will provide, in writing to the Superintendent, the local Association employee who will be responsible for:

1. Clerical issues related to the Apprenticeship Program.
2. Developing and coordinating classes with colleges, universities, school districts and/or other approved agencies.

3. Attending meetings as they may relate to Section 13.4 of this Agreement.
4. Attendance and/or participation will have prior approval of the Superintendent.

Section 13.4.

Employees who provide proof of having an AA degree or above, shall receive the appropriate rate of pay as indicated on Schedule A plus fifty (\$0.50) cents.

Section 13.5.

This Article may be reopened at any time upon mutual agreement of the parties or as new classifications are proposed by the Local JATC or the WSNATP for an apprenticeship program.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Membership.

The District and PSE/SEIU Local 1948 (PSE) understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both PSE and the District, that the District representatives shall remain neutral on the issue of Association membership and respect all employees' decisions to join and maintain membership in their exclusive professional advocacy organization PSE pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE upon employment with the District in the bargaining unit.

Section 14.2. Membership Authorizations and Revocations.

An employee's written, electronic, or recorded voice authorization to have the District deduct membership dues from the employee's salary must be made by the employee to PSE. If the District receives a request for authorization of deductions, the District shall as soon as practicable forward the request to PSE.

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 PSE in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the District if the authorization is not obtained by the employee to PSE. After the District receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the District shall end the deduction effective on the first payroll after receipt of the confirmation. The District shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 14.3. Dues and Checkoff.

The District shall deduct Association dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Association on a monthly basis. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received by the end of the fifth (5th) business day following payroll. Submissions are to include all employees covered

1 by the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment
2 every month and include membership status changes. The Association agrees that, as the custodian of
3 the records, it has the responsibility to ensure the accuracy and safe keeping of those records, including
4 signature authorization.

5
6 Prior to the beginning of each school year, the Association will give written notice to the District of the
7 dollar amount of dues and assessments required of an Association employee. The amount for deductions
8 shall not be subject to change during the school year. Employees who commence employment after
9 September or terminate employment before June shall have their deductions prorated.

10
11 **Section 14.4. Political Action Committee.**

12 The District shall, upon receipt of a written authorization form that conforms to WAC 390-17-100,
13 deduct from the pay of such bargaining unit employee the amount of contribution the employee
14 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on
15 a check separate from the Association dues transmittal check. The employee may revoke the request at
16 any time. At least annually, the employee shall be notified by the Association State Office about the
17 right to revoke the request. The notification will be consistent with the requirements of WAC 390-17-
18 110.

19
20 **Section 14.5. Indemnify and Hold Harmless.**

21 The Association will defend, indemnify and hold the District harmless against any and all claims, suits,
22 orders or judgments brought or issued against the District, with respect to the District's proper and good
23 faith implementation of Article XIV, as set forth above.

24
25 **Section 14.6. Agency Fee Restoration Contingency.**

26 In the event there is a change in law or holding by a court of competent jurisdiction that allow for the
27 withholding of dues or equivalent fee as a condition of employment, the Association and the District
28 agree to discuss the implications in Labor Management.

29
30
31
32 **ARTICLE XV**

33
34 **GRIEVANCE PROCEDURE**

35
36 **Section 15.1.**

37
38 **A. Purpose.**

39 The purpose of this procedure is to provide an orderly method of resolving grievances. A determined
40 effort shall be made to settle such differences at the lowest possible level in the grievance procedure.
41 Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

42
43 **B. Definitions.**

44 "Grievant": An employee, or in the case of the Association's contractual rights, the Association.

45 "Grievance": A dispute involving the interpretation or application of the specific terms of this
46 Agreement.

47 "Days": Normal District office work days.

1 **C. Timelines.**

2 Grievances shall be processed in the following manner and within the stated time limits. Time limits
3 provided in this procedure may be extended only by mutual written agreement.

4
5 Failure on the part of the District at any step of this procedure to communicate the decision on a
6 grievance within the specific or mutually extended time limits shall permit the grievant to lodge an
7 appeal at the next step of this procedure.

8
9 Failure of the grievant (employee or Association) to present or proceed with a grievance within the
10 specified or mutually extended time limits will render the grievance waived.

11
12 **D. Representation.**

13 The Association will be notified by the District of a grievance initiated by an employee in the bargaining
14 unit. The grievant has a right to have Association representation at all steps of the grievance process. The
15 Association is entitled to have an observer at formal grievance hearings conducted by District officials
16 regarding matters arising out of a grievance and to make known the Association's views concerning the
17 case.

18
19 **Process.**

20
21 **Step 1. Informal Level-Informal Submission of Grievance to Supervisor.**

22 Within thirty (30) days following the occurrence of the event giving rise to the grievance, or thirty (30)
23 days after the event is known or reasonably should have been known within the current school year, the
24 employee shall attempt to resolve the grievance informally with the immediate supervisor. The
25 immediate supervisor shall respond within five (5) days of the employee's presentation.

26
27 **Step 2. Formal Level-Written Submission of Grievance to Supervisor.**

28 If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall
29 submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The
30 written grievance shall be submitted in person to the immediate supervisor. Both parties will sign and
31 date the document when presented. The written grievance shall contain the following:

- 32
33 1. A statement of the alleged grievance including the facts upon which the grievance is based;
34 2. Reference to the specific terms of the Agreement which have been allegedly violated; and
35 3. Remedy sought.

36
37 The immediate supervisor will inform the employee and the Association in writing of the disposition of
38 the grievance within ten (10) days of the presentation of the grievance.

39
40 **Step 3. Superintendent Level - Written Submission of Grievance to the Superintendent.**

41
42 **Individual Grievance.**

43 If the grievance is not settled at Step 2, in order to continue the grievance process, the employee must
44 file the grievance in writing within ten (10) days after receipt of the immediate supervisor's written
45 response in Step 2 above. The Superintendent or designee will schedule a meeting with the grievant and
46 the Association to review the grievance with the parties involved. Within ten (10) days following the
47 meeting, a written statement of the disposition will be given to the employee with a written copy to the
48 Association.

1 **Association Grievance.**

2 A grievance which the Association may have against the District, limited as aforesaid to matters dealing
3 with the interpretation or application of terms of this Agreement relating to Association rights, shall be
4 commenced by filing in writing (in the format of Step 2 above) with the Superintendent. Such filing
5 shall be within thirty (30) days following the occurrence of the event giving rise to the grievance or
6 thirty (30) days after the event is known or reasonably should have been known within the current school
7 year. The Superintendent or designee will have ten (10) days to schedule a meeting to hear the matter
8 and try to resolve the dispute. A disposition must be entered at the Superintendent's level within ten
9 (10) days of the conclusion of the meeting.

10
11 **Step 4. Arbitration.**

12 If no settlement is reached in Step 3, the Association has the right to file a demand for arbitration as
13 outlined below:

14
15 Written notice of a request for arbitration shall be made to the Superintendent within twenty (20) days of
16 receipt of the disposition letter at Step 3.

17
18 Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this
19 Agreement.

20
21 The grievance shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the
22 American Arbitration Association or other mutually agreed upon arbitration service. If mutually agreed,
23 the parties may submit to arbitration under the Expedited Labor Arbitration Rules of the American
24 Arbitration Association.

25
26 Arbitration proceedings shall be in accordance with the following:

27
28 The Arbiter, once appointed, will inform the parties as to the procedures which will be followed.
29 The Arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered
30 to request, through subpoena, if necessary, such data and testimony as the Arbiter deems pertinent to the
31 grievance and shall render decision in writing to both parties within thirty (30) days unless mutually
32 extended, of the closing of the record.

33
34 The Arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for
35 arbitration, which decision shall be final and binding on both parties.

36
37 The Arbiter shall rule only on the basis of information presented at the hearing and shall refuse to
38 receive any information after the hearing except by mutual agreement.

39
40 Each party to the proceedings may call such witnesses as may be necessary in the order in which their
41 testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement
42 of grievance.

43
44 The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may
45 submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether
46 oral or written, shall be confined to and directed at the matters set forth in the grievance.

47
48 Each party shall pay any compensation and expenses relating to its own witnesses or representatives:
49 The Arbiter's costs, including travel and fees, shall be split between the District and the Association.

1
2 **E. Binding Effects of Award.**

3 All decisions arrived at under the provisions of this Article by the representatives of the District and the
4 Association at Steps 1, 2, and 3, or by the Arbiter, shall be final and binding upon both parties; provided
5 however, that in arriving at such decision, neither of the parties or the Arbiter shall have the authority to
6 alter this Agreement in whole or in part.
7

8 **F. Limits of the Arbiter.**

9 The Arbiter cannot order the District to take action that is contrary to law.
10

11 **G. No Duty to Maintain Status Quo.**

12 The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if
13 return to the status quo is ordered by the Arbiter, the return shall be affected as per the Arbiter's award.
14

15 **H. Freedom from Reprisal.**

16 Neither the District nor the Association shall discriminate or take any action of reprisal against any
17 individual employee for taking action in or being required to participate in a grievance or arbitration.
18
19

20 **ARTICLE XVI**

21 **SALARIES AND EMPLOYEE COMPENSATION**

22
23
24 **Section 16.1.**

25 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
26 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
27 worked, regular rate of pay, sick leave, gross and net monthly amounts, with each paycheck.
28

29 **Section 16.1.1. Salary Increases.**

- 30
 - Effective September 1, 2024, all wages on Schedule A shall be increased by five percent (5%)
 - 31 • Effective September 1, 2025, all wages on Schedule A shall be increased by three percent (3%).
 - 32 • During the spring of 2026, the Parties agree to open to negotiate the rates on Schedule A for the
 - 33 2026-2027 school year.
34

35 **Section 16.1.2. Payroll Error Underpayment.**

36 The District shall issue complete reimbursement to any employee within four (4) working days
37 for any payroll error resulting in underpayment to the employee in excess of five percent (5%) of
38 gross monthly wages.
39

40 **Section 16.1.3. Payroll Error Overpayment.**

41 The Superintendent, Assistant Superintendent, and/ or Directors of Cabinet shall require
42 reimbursement from any employee overpaid as a result of a payroll error. The manner of
43 reimbursement shall be negotiated between the employee and the above mentioned in order to
44 minimize undue financial hardship upon the employee.
45

46 **Section 16.1.4. Longevity Steps.**

47 The longevity steps to be reflected in the hourly wage rates for all employees on Schedule A and
48 shall be calculated as follows:

1
2 10 years shall be \$0.75 above the last earned step
3 15 years shall be \$0.75 above the 10 year step
4 20 years shall be \$0.75 above the 15 year step
5 25 years shall be \$0.75 above the 20 year step
6 30 years shall be \$0.75 above the 25 year step
7 35 years shall be \$0.75 above the 30 year step.
8

9 **Section 16.2.**

10 Hourly wage rates for employees subject to this Agreement are contained in Schedule A attached to this
11 Agreement. All percent increases applied to hourly wage rates will be applied to apprenticeship and
12 longevity rates.
13

14 **Section 16.2.1.**

15 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
16 of this Agreement, if possible, and in any case not later than the second regular payday. In the
17 case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.3, such
18 retroactive pay shall be paid on the first regular payday following agreement on such schedule, if
19 possible, and in any case not later than the second regular payday.
20

21 **Section 16.2.2.**

22 Bargaining unit employees hired as a substitute for employees on leave (other than a leave of
23 absence, Section 9.7) shall be compensated at the first (1st) step of the higher classification.
24

25 **Section 16.2.3.**

26 Employees that are hired into a new position shall retain any applicable District longevity pay
27 and shall be compensated at the step on Schedule A for the new position which represents the
28 employee's years of previous school district experience in a similar occupational status, provided
29 there has been no more than one (1) year of separation. In the event the employee's years of
30 separation exceed one (1) year, the employee shall be placed on Step 0 of Schedule A for sixty
31 (60) workdays. Movement to a higher step at the end of the sixty (60) workdays shall be
32 determined by the Superintendent or designee based on years of experience. The Superintendent
33 or designee shall consult with the Association during Labor Management Committee (LMC)
34 meetings regarding the placement decision.
35

36 **Section 16.2.4.**

37 Incremental steps, where applicable, shall take effect on September 1, of each year during the
38 term of this Agreement; provided, the employee has been actively employed continuously for at
39 least half of the previous employment year. Active employment is defined as hours worked in a
40 regular, ongoing position.
41

42 **Section 16.3.**

43 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4)
44 hour.
45

46 **Section 16.4.**

47 Employees utilizing their private automobile to travel on authorized school business shall be reimbursed at the
48 maximum rate allowed by the IRS. Travel between two (2) schools with adjacent campuses shall not be
49 considered business travel.

Section 16.5.

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

Section 16.6.

Employees required by the District to use their own tools for District work shall be reimbursed at mutually acceptable amounts for all lost, broken, damaged, stolen (per District insurance policies) or unserviceable due-to-wear tools.

Section 16.6.1. Maintenance Allowance.

The District will provide to maintenance and grounds employees annually up to two hundred seventy-five dollars (\$275) reimbursement for footwear and coveralls.

Section 16.7.

Employees who attend training courses required by State regulation or the District as a condition of employment will be paid by the District at the employee's regular hourly rate of pay for all time in attendance plus fees, tuition or transportation cost.

Section 16.7.1.

The District shall make every effort to schedule and arrange for all required First Aid/CPR and CPS courses to be held within the School District boundaries.

ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.

The term of this Agreement shall be September 1, 2024 to August 31, 2027. Each Longevity Step is reflected on Schedule A with amounts articulated in Section 16.1.4.

Section 17.2.

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 17.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, this Agreement shall be reopened as necessary to consider the impact of any legislation or court decision that substantially impact the terms and conditions of this Agreement which occurs following execution of this Agreement.

Section 17.4.

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.

1 **Section 17.5.**

2 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
3 State or Federal statutes or regulations promulgated pursuant thereto.
4

5 **Section 17.6.**

6 In the event either of the two (2) previous sections is determined to apply to any provision of this
7 Agreement, such provision shall be renegotiated pursuant to Section 17.3.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

GRANITE FALLS CHAPTER #1110

GRANITE FALLS SCHOOL DISTRICT #332

BY: Kathy Silva
Kathy Silva, Chapter President

BY: Dana Geaslen
Dana Geaslen, Superintendent

DATE: 6/28/2024

DATE: 6/28/2024

Steps for a Job Reclassification or Creating a New Title

Employee that wishes position to reclass please take steps:

1. Need job description of current position
2. If you know of other District job descriptions that have the work that you are doing, please find.
3. List all the items that you do during the day that is not in your job description.
 - o Assign amounts of time per day per week spent on an item.
 - Is it one (1) hour on Monday or is it two (2) hours every day I do x?
 - o Is there a special certification or training needed for the extra items being done?
 - o Have you been given the trainings?
 - o Is this a workload issue or a work task change issue?
4. If you find any wage information about the jobs in other districts, please put that in your information too.
5. With your union building rep or a union rep, have a conversation with your supervisor about the extra items that you are doing in your job.
 - a. Should these items be reassigned to someone else?
 - b. Should the supervisor be prioritizing the work to be done, and was unaware of the situation?
 - c. Should your job description be updated, or a new position created?

Bring this information to your Building Rep or Elected union Executive board.

1. Your union Executive Board will call a meeting with the union Board of Trustees.
 - o If more information is needed to complete the packet, then research will be done on this job and a wage comparison will be completed if necessary.
2. The union Board will review the information to see if the information is complete
 - o Workload issues are discussions with the administrator of is there enough staff and the administrator need to prioritize the schedule to a reasonable workload.
 - o Work task issues are for reclassification and may need a new job description or classification changes.

The information then will be taken to Cabinet/Labor Management meeting with the District.

- o The issue will be presented with the evidence from the employee and the board.
 - o The District and the union will discuss the issue and see if more information is needed or if there can be a decision made.
 - o The District will do its own research into the matter and look at their budgets
 - o Many meetings will be called as they talk to the administration and budget for this change.
1. If a new position is created or a pay increase not on the scale is needed, then a vote of the membership will be necessary.
 2. Then an MOU/LOA must be written and signed reflecting this change.
 3. If it is a new position, then the position will need to be posted for all to apply that qualify.

This is not a fast process!

**This can take up to a year or more to resolve depending on the position,
the District, and the School Board.**

ECEAP Required Performance Standards

ECEAP Contracts require newly hired staff to meet the ECEAP Performance Standards and the qualifications of their role within five years from date of hire. Staff who do not fully meet ECEAP Performance Standards and the qualifications of their role within five (5) years from date of hire will be terminated.

Newly hired staff who fully meet the ECEAP Performance Standards at the time of hire will begin at Step 2 or higher depending on experience.

These positions would be placed within an ECEAP classification.

ECEAP Assistant Instructor*

* Step 2 and above require the equivalent of twelve (12) college quarter credits in early childhood education; or initial or higher Washington State Early Childhood Education Certificate; or a current Child Development Associate (CDA) credential awarded by the Council for Early Childhood Professional Recognition

ECEAP Lead Instructor**

** Requires associates or higher degree. Step 2 and above require the equivalent of thirty (30) college quarter credits in early childhood education. These thirty (30) credits may be included in the degree or in addition to the degree; or a valid Washington State Teaching Certificate with an endorsement in Early Childhood Education (Pre K - Grade 3) or Early Childhood Special Education.

ECEAP Family Service/Program Manager***

*** Requires associates or higher degree. Step 2 and above requires the equivalent of thirty (30) college quarter credits of adult education, human development, psychology, or another field directly related to job responsibilities. These thirty (30) credits may be included in the degree or in addition to the degree; or a DEL-approved credential from a comprehensive competency-based Family/Social Service training program that increases knowledge and skills in providing direct services to families.

Classified Evaluation Report

Employee Name:
Assignment:

Evaluator Name:
Date:

Criterion 1: High Performance Standards

	D	P	E	U
1.1 Quality of Completed Assignments				
1.2 Completes Assignments Within Time Limits				
1.3 Prioritizes Tasks Effectively				
1.4 Organization				
1.5 Uses Resources Effectively and Efficiently				
1.6 Professional Development				

Criterion 2: Knowledge and Skills

	D	P	E	U
2.1 Knowledge, Skills and Abilities with Regard to Employee's Job Description				
2.2 Following Directions and Procedures				
2.3 Problem Solving Ability				
2.4 Maintaining Accurate Information				
2.5 Technology				
2.6 Equipment Usage				

Criterion 3: Safe, Positive Student Environment

	D	P	E	U
3.1 Employee Interactions with Students				
3.2 Monitoring of Student Behavior				
3.3 Response to Student Misbehavior				
3.4 Support for Student Discipline				
3.5 Safety Procedures				

Criterion 4: Communication and Collaboration

	D	P	E	U
4.1 Employee Interactions with Others				
4.2 Confidentiality				
4.3 Communicating Information				

CLASSIFIED EVALUATION INFORMATION

The revised Classified Employee evaluation process is designed as a growth model. This allows employees to participate in discussions with their evaluators that focus on what can be done to strengthen job related skills and performance.

Evidence is gathered throughout the year and used to rate the employee’s performance according to a 4 scale rubric. Evidence can be gathered through formal or informal observations, meetings, or written or oral communication.

Descriptors for Performance Levels

Distinguished	Proficient	Emerging	Unsatisfactory
<i>In addition to the qualities of the proficient employee:</i> Leadership Proactive Always Model Exceeds standard	Meets standard Independent Consistent Effective Accurate	Developing Uneven Inconsistent Inaccurate Generally	Unwilling Unable Fail Negatively impacts Minimum Inappropriate



Criterion 1: Employee demonstrates a commitment to achieving high performance standards.

	Rating	Distinguished	Proficient	Emerging	Unsatisfactory	Not applicable to this position
1.1 Quality of Completed Assignments		Employee's work consistently exceeds standards.	Employees work meets standard.	Employee's work results are inconsistent or occasionally meet standard.	Employee's work results are below standard.	
1.2 Completes Assignments Within Time Limits		Employee is proactive and consistently completes assignments before deadlines.	Employee's work is completed by deadlines.	Employee's completion of work by the deadline is inconsistent.	Employee misses or disregards deadlines.	
1.3 Prioritizes Tasks Effectively		Employee independently prioritizes tasks <u>and assists others with prioritization.</u>	Employee independently prioritizes tasks.	Employee requires assistance in effectively prioritizing tasks.	Employee disregards assistance provided to prioritize tasks.	
1.4 Organization		Employee's workspace is highly organized and contributes to effectiveness.	Employee's workspace is organized.	Employee's workspace is disorganized.	Employee's workspace is disorganized and negatively impacts the employee's effectiveness.	
1.5 Uses Resources Effectively and Efficiently		Employee identifies more effective ways to use resources, resulting in savings of money or time.	Employee uses resources effectively and efficiently.	Employee occasionally uses resources effectively and efficiently.	Employee does not use resources effectively or efficiently.	
1.6 Professional Development		Employee independently seeks and attends trainings or other professional development opportunities to improve knowledge and job skills.	Employee attends trainings or professional development opportunities provided by district.	Employee participates in some trainings.	Employee does not participate in trainings.	

Evaluator Comments:

Criterion 2: Demonstrating effective knowledge and skills with regard to job description (basic skills and abilities required to do job).

	Rating	Distinguished	Proficient	Emerging	Unsatisfactory	Not applicable to this position
2.1 Knowledge, Skills and Abilities with Regard to Employee's Job Description		Employee consistently meets job performance responsibilities as indicated in job description. Sets goals for growth in job related skills and seeks resources to improve their own performance.	Employee meets job performance responsibilities as indicated in job description.	Employee inconsistently meets job performance responsibilities as indicated in job description.	Employee fails to meet job performance responsibilities as indicated in job description.	
2.2 Following Directions and Procedures		Employee consistently follows directions provided by supervisor and adheres to established procedures. Provides leadership and training to other employees.	Employee follows directions and adheres to established procedures.	Employee needs assistance in following directions and adhering to established procedures or these are done inconsistently.	Employee does not follow directions provided by supervisor and/or does not apply established procedures.	
2.3 Problem Solving Ability		Employee proactively recognizes potential problems, develops and applies effective solutions independently. Acts as a problem-solving resource to others.	Employee recognizes problems and applies effective solutions.	Employee recognizes problems but inconsistently applies or seeks solutions.	Employee ignores problems or does not apply recommended solutions.	
2.4 Maintaining Accurate Information		Employee's practices for maintaining information are consistently accurate and adhere to established practices. Recommends improvements in record keeping procedures.	Employee's practices for maintaining information are frequently accurate and adhere to established practices.	Employee's practice for maintaining information leads to inaccuracies or incomplete records. Employee inconsistently uses established practices.	Employee's practice for maintaining information does not align with established practice. Information is inaccurate or incomplete.	
2.5 Technology		Technology is used independently to enhance job performance or products. Employee seeks innovative ways to incorporate new or improved technology.	Technology is used independently to enhance job performance or products. Technology skills are current.	Technology is used inconsistently and/or employee's skills are not current.	Technology is not used appropriately and/or employee resists use of technology as it relates to the job.	
2.6 Equipment Maintenance and Usage		Equipment is used correctly and properly maintained. Serves as a resource for others.	Equipment is used correctly and is properly maintained.	Equipment is not adequately maintained and is inconsistently used in the appropriate manner.	Equipment is used inappropriately or improperly maintained.	

Evaluator Comments:

Criterion 3: Fostering and managing a safe, positive student environment.

	Rating	Distinguished	Proficient	Emerging	Unsatisfactory	Not applicable to this position
3.1 Employee Interactions with Students		Employee actions consistently demonstrate positivity, genuine caring and respect for the individual dignity of students. Acceptance and tolerance toward student needs is readily apparent.	Employee actions are friendly and demonstrate a general respect for the dignity of students.	Employee actions are generally appropriate and respectful, but may reflect inconsistencies, favoritism or disregard for a students' individual needs.	Employee actions do not demonstrate caring or respect. There is no attention given to meeting the needs of students.	
3.2 Monitoring of Student Behavior		Employee proactively monitors and is keenly aware of the behavior of students at all times. Assists students in monitoring and correcting their own behavior and their peers' behavior.	Employee is aware of and monitors student activities at all times.	Employee is generally aware of student behavior, but may miss the activities of some students.	Student behavior is not monitored or students are left unattended. Employee is unaware of what students are doing.	
3.3 Response to Student Misbehavior		Employee's response to misbehavior is highly effective and sensitive to individual needs of the student.	Employee's response to misbehavior is consistently appropriate and respects the students' dignity.	Employee is inconsistent in response to student misbehavior.	Employee does not respond to misbehavior, is overly repressive or does not respect the students' dignity.	
3.4 Support for Student Discipline		Employee takes responsibility for maintaining appropriate student behavior and seeks collaborative input and/or support for students exhibiting chronic behavior problems.	Employee handles student discipline issues appropriately, and recognizes when additional support is needed.	Employee recognizes student discipline issues, but under or over utilizes support services.	Employee does not take responsibility for student behavior and ignores or over refers to support services.	
3.5 Safety Procedures		Safety procedures are consistently applied. Employee recommends improvements in safety policies and procedures.	Safety procedures are consistently applied.	Safety procedures are inconsistently applied.	Safety procedures are rarely or never followed.	

Evaluator Comments:

Criterion 4: Communicating and collaborating with others.

	Rating	Distinguished	Proficient	Emerging	Unsatisfactory	Not applicable to this position
4.1 Employee Interactions with Others		Employee actions are consistently highly professional and respectful. Actively cultivates positive relationships with others.	Employee actions are professional and respectful.	Employee actions are generally appropriate but may reflect inconsistencies.	Employee actions do not demonstrate professionalism or respect.	
4.2 Confidentiality		Employee maintains confidentiality and acts as a resource and model for others.	Employee maintains confidentiality.	Employee inconsistently applies the principles of confidentiality.	Employee does not maintain confidentiality.	
4.3 Communicating Information		Employee proactively communicates with appropriate staff.	Employee communicates with appropriate staff.	Employee inconsistently communicates or communicates to staff too broadly or narrowly.	Employee fails to communicate.	

Evaluator Comments:

SUMMARY EVALUATION

Based on evidence gathered during the _____ school year, this employee's **overall performance** is judged to be:

☐ Distinguished ☐ Proficient ☐ Emerging ☐ Unsatisfactory

Employee's **attendance** was:

☐ Satisfactory ☐ Unsatisfactory

Employee's **punctuality** was:

☐ Satisfactory ☐ Unsatisfactory

Signature of Employee

Date

Signature of Evaluator

Date