COLLECTIVE BARGAINING AGREEMENT BETWEEN

GRAPEVIEW SCHOOL DISTRICT #54

AND

PUBLIC SCHOOL EMPLOYEES

OF GRAPEVIEW SCHOOL DISTRICT

SEPTEMBER 1, 2018 - AUGUST 31, 2022

Public School Employees of Washington/SEIU Local 1948
www.pseclassified.org
P. O. Box 798
Auburn, Washington  98007-0798
1-866-820-5652
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PREAMBLE

This Agreement is made and entered into between Grapeview School District Number 54 (hereinafter "District" or "Employer") and the Grapeview School District Local Chapter of the Public School Employees of Washington (hereinafter "Union"), an affiliate of the Public School Employees of Washington State Organization.

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

ARTICLE I
RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4., and the Union recognizes the responsibility of representing the interests of all such employees.

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

Section 1.4. The bargaining unit to which this Agreement is applicable is as follows: All classified employees in the following job classifications: Custodial-Maintenance, Secretarial-Clerical, Paraeducator, Food Services and Transportation, EXCLUDING: the secretary to the Superintendent (1), a total of one (1) exemption.

Section 1.5. Temporary Employees. A temporary employee is an employee who is hired as a replacement for an employee on a leave of absence. Leave replacement employees shall be subject to all rights and responsibilities under the Agreement, excluding all sections in Article IX, except for Sections 9.2 and 9.3.

Section 1.6. Substitute employees who are employed by the District for more than thirty (30) cumulative days of bargaining unit employment during the previous twelve (12) months and who remain available to work on the same basis shall be included in the bargaining unit. The only provision of the Agreement applicable to bargaining unit substitutes is Step 1 of Schedule A.
ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. The District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that the employees in the unit defined herein, shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the Board of Directors of the District or any other governmental body, group or individual, utilizing normal administrative channels. The District shall take whatever action required, or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.
Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the District.

Section 3.3.
Employees of the unit subject to this Agreement have the right to have Union representatives or other persons present at investigatory interviews that could reasonably lead to discipline as well as grievance and disciplinary discussions.

Section 3.4.
Each employee shall be given a written performance evaluation at least once each year (not later than June 1) and have a copy made a part of the personnel file. Employees shall sign and date the performance evaluation; such signature and date shall indicate receipt of the evaluation only. All new hires shall be evaluated within the first ninety (90) days of employment. All performance evaluations
reflecting a “needs improvement” or “unsatisfactory” or equivalent terminology rating in one or more categories shall state specific reasons for the rating, remedial action necessary by the employee to improve performance and specific remedial training as deemed necessary by the District.

Section 3.5. Personnel Files.
One official personnel file shall be kept at the District office for each employee covered by this Agreement. Each employee shall be provided a copy of all material placed in their personnel file within ten (10) working days of its insertion. Employees have the right to inspect their official personnel file and to copy any and all material in the file upon request. One "working" file (which may be a computer file) may be kept for each employee for the purpose of collecting information for annual evaluations or performance issues, however, employees also have the right to inspect and copy any and all material in these "working" files upon request. All documents in such "working" files shall be removed and discarded on August 31 annually, with the exception of documents and information of an administrative nature (schedules, hours, shift assignments, active investigations, information required for audit purposes, etc.), which may be retained indefinitely at the District's discretion.

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1.
The Union has the right and responsibility to represent the interests of all employees in the bargaining unit; to present their views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2.
The Union shall promptly be notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Union is entitled to have an observer at hearings arising out of grievance.

Section 4.3.
The names, addresses, work assignments, and salary information of regular employees will be provided annually, upon request.

Section 4.4.
The Union reserves and retains the right to delegate any right or duty contained herein, within the scope of statute, to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.5.
When the District creates a new job title position or substantially changes the duties of an existing position, the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter 41.56 RCW.
ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.
It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are those relating to hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1.
The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest which shall be treated as Saturday and Sunday respectively. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. Employees will be given reasonable notice [no less than three (3) work days] of a shift change except that, in the case of emergencies, changes can be made at the discretion of the immediate supervisor. Upon mutual agreement between the employee and the immediate supervisor the three (3) work day notice may be waived on a case-by-case basis. If a shift is changed due to an emergency or due to a voluntary waiver by the employee of the required notice the employee’s fringe benefit (except SERS as required by law) shall be maintained and only the actual hourly wages the employee would have earned shall be reduced.

Section 6.1.1.
Bus driver "shift" shall be established in relation to routes and driving times established by the Supervisor of Transportation, except that; all regular routes (AM, PM) shall be subject to seniority bid each school year. Drivers shall not have the right to bid regular routes that would result in a shift of more than forty (40) hours per workweek. Such bid shall be before school starts. In the event any regular route is changed for more than thirty minutes (plus or minus) per day, all regular routes shall be re-bid upon request of a Bus Driver. Every reasonable effort shall be made to assign routes during summer break on an equitable basis between the regular drivers; provided, however, that in the event of disagreement between the drivers, the Superintendent shall assign such routes. Shifts from the immediately preceding year shall continue without change, provided all regular drivers are satisfied with their assigned shift.
Section 6.1.1.1.
In addition to driving time, the District will provide each driver fifteen (15) minutes AM pre-trip, ten (10) minutes PM pre-trip and ten (10) minutes post-trip for each AM and PM route, to perform duties associated with bus check out, warm-up, cleanup and safety. If the driver is assigned a different bus for the PM route the District will provide the driver a fifteen (15) minute pre-trip. Extra time may be allowed by the Transportation Supervisor for unusual or emergency situations, but not to exceed the additional time actually required through no fault of the employee.

Section 6.1.1.2.
Any Bus Driver with thirty (30) minutes or less between assignments shall remain on the clock for hourly compensation and possible work assignment purposes.

Section 6.1.2.
Employees in the general job classifications of Custodial and Maintenance, assigned a normal work shift for twelve (12) months, may elect (subject to District approval) to work a four (4) day workweek of ten (10) hours each day during the period commencing the day after the close of instructional school year and ending the day before the opening of the instructional school year.

Section 6.2.
All employees working more than five (5) consecutive hours shall be allowed an uninterrupted lunch period of thirty (30) minutes minimum. A rest period of fifteen (15) minutes shall be granted during each shift of four (4) consecutive hours. No employee shall work more than three hours without a rest period.

Section 6.3.
Employees who are assigned to work, on a temporary basis, in a position on a lower pay scale shall receive their regular rate of pay (including overtime, if appropriate) for all hours worked in such a position. However, employees who voluntarily apply for and are granted a position on a lower pay scale in addition to their regular position shall be paid at the appropriate pay scale for the new position.

Section 6.4.
In the event busses are kept idle due to road restrictions and school remains open, drivers of those busses shall receive their regular pay and regularly scheduled shift, provided that they perform a like amount of assigned District work. For purposes of this section “District work” is defined as the work performed by all job titles included in the bargaining unit.

Section 6.5.
All employees, employed prior to March 1, 2002 shall receive a minimum daily shift of four (4) hours per day with a minimum of one hundred and eighty (180) days per school year. In the event of a layoff, the immediately preceding sentence may be waived upon mutual agreement of the District and Union.

Section 6.6. Overtime.
All hours in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the employee's base hourly rate. All overtime hours must receive prior be approval by District Administration.
Section 6.6.1.
Employees called for additional service, which is not part of the employee's normal work shift or workday, shall receive no less than two (2) hours pay.

Section 6.7. Extra Bus Trips.
All extra bus trips shall be posted in a regular location at least (5) working prior to the date of departure, unless such notice is not reasonably possible. Drivers shall notify the Superintendent or designee two (2) working days after posting unless otherwise extended at the discretion of the Superintendent or designee. Extra trips shall be assigned on a rotation basis among regular bus drivers, starting with the senior driver at the beginning of the school year. An extra trip is defined as a bus run from school to activity/activity to school. No driver shall have the right to bid an extra trip, if the projected trip time will cause the driver to work over forty (40) hours per workweek. In the event a driver is denied an extra trip or bids and later declines an extra trip for reasons that would qualify for paid leave, provided herein, said driver shall advance to the top of the rotation. In the event a driver bids and later declines an extra trip for reasons that would not qualify for paid leave, as provided herein, said driver shall be placed at the bottom of the rotation.

Section 6.7.1.
During the school year (excluding holiday and spring breaks) transportation of school busses for contracted bus maintenance shall be performed by a regularly assigned bus driver, provided that such bus driver is available as needed. The assignment of the run referred to in the immediately preceding sentence shall be made without regard to seniority.

Section 6.7.2. Use of Vans/Cars.
The District may use a van, SUVs and/or cars driven by school district employees who are affiliated with an activity involving nine (9) or fewer students. The Association will be provided access to information regarding vehicle usage.

Section 6.8.
In the event of an unusual school closure the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at the regular rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work. In extenuating circumstances the employee may be assigned emergency-related work, within his/her capabilities.

Section 6.9.
Only employees, employed regularly as classified employees, will be used to fulfill all job assignments for which compensation is paid, within their respective job classifications, unless no qualified employee is available.
Section 6.10. Compensatory Time Off.
Employees may, at their option, request compensatory time off in lieu of overtime compensation or payment for hours worked beyond the employee's normal work shift. Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time within the fiscal year. The District shall not solicit employees to accept compensatory time in lieu of other compensation. Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1.5) hours for each hour worked.

Section 6.11.
"Standby Time" is defined as non-driving time, which includes time when the driver is on a trip, the vehicle is secure, the vehicle is stopped, the passengers are unloaded, and the driver must remain available (either in or near the vehicle or on or around the premises of an event) for any activity, including but not limited to supervision, constant or intermittent surveillance of the vehicle, emergency transportation, etc. The driver shall be paid at the regular hourly rate for all hours.

Section 6.12.
The District shall reimburse the tuition cost for up to two (2) District approved Driver Trainers to maintain their Driver Trainer Certificate while employed as a bus driver/driver-trainer by the Grapeview School District. If there is a choice, the day and site of the training shall be chosen by the District. The driver trainer will receive a regular rate of pay if the training falls on a work day. If the training falls on a weekend the driver trainer will be paid overtime if their weekly hours plus training time exceed forty (40) hours. Driver trainer may not bid extra trips the week preceding the driver training class if the extra trip would cause the driver to exceed 40 hours that week.

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

Section 6.13.
Employees shall be notified in writing at the beginning of the work year what days and hours they are scheduled to work.

Section 6.14.
On occasions, the District has the need to shorten employees’ scheduled hours of work. Most commonly these occasions are caused by day to day weather situations or early release of students. For scheduled hours of work that are lost for these reasons, the District will make every reasonable effort to provide additional hours of work, within (30) thirty days, or provide paid leave as provided in this Agreement, in order to provide the impacted employees the opportunity to make up the hours of work as directed by the District. Employees that do not make up the lost hours within (30) thirty days or use paid leave as provided herein shall received a deduction in the annualized payroll for the non-work time.

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

The employee may use personal leave to cover the late start work time.
ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.
All twelve (12) month employees shall receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day
12. Day after Christmas
13. Day before or after New Year's Day, of District's selection

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

Section 7.1.1. Unworked Holidays.
Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday, and is compensated the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. The District shall have the right to request medical justification for the use of sick leave on the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday.

Section 7.1.2. Worked Holidays.
Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half times (1 1/2) the regular rate for all hours worked on such holiday.

Section 7.1.3. Holidays During Vacation.
Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 7.2. Vacations.
Twelve (12) month employees shall earn paid vacation days each fiscal year (FY) as follows:

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

Section 7.2.1.
"Day of vacation" shall be the employee's daily work shift hours in effect at the time the vacation is taken or paid.
Section 7.2.2.
Vacations shall be scheduled at a time mutually agreed upon by the employee and the District. The District shall not unreasonably deny any employee's vacation request unless valid reasons for the denial exist and such reasons are put forth in writing to the employee and a copy provided to the Union. Employees will be paid any balance of accumulated vacation, up to a maximum of thirty (30) vacation days, upon severance.

Section 7.3.
All less than twelve-month employees shall receive paid holidays as follows:

For each year (September 1 through August 31) employees shall receive one (1) paid holiday up to a maximum of thirteen (13) paid holidays, per year, based on Section 7.1 of the Agreement.

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

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

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

Section 7.4.
Less than twelve-month employees, hired prior to March 1, 2002, shall receive vacation pay as follows:

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

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

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

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

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

Section 8.1.1.
Each employee shall accumulate one (1) day of leave for illness, injury and emergency (hereinafter "sick leave") for each calendar month worked; provided, however, that no employee shall accumulate less than twelve (12) days of sick leave per school year. An employee who works eleven (11) working days in any calendar month will be given credit for
the full calendar month. Sick leave shall be vested when earned and may be accumulated. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of the regular hourly rate applicable to the employee's normal daily work shift. Unused sick leave may be accumulated to the maximum allowed by current statute. After five (5) consecutive days of illness, or if there is reasonable suspicion of abuse the District may require a doctor's certificate or reasonable verification of the illness. Employees separating employment who have utilized projected sick leave that has not been earned shall receive a deduction of such day(s) from the final paycheck as leave without pay. An employee who is unable to perform their assigned duties because of personal illness may apply and upon approval, be granted additional sick leave without pay at the exhaustion of accumulated sick leave or shared leave. Application for sick leave without pay and for renewal of sick leave without pay shall be made in writing to the District, accompanied by a doctor's verification and an estimated time of recovery if such determination is possible.

Section 8.1.1.1.
The District agrees to allow employees to take Family Leave pursuant to District policy and in compliance with federal law and state law.

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

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

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

(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

(c) A spouse;

(d) A registered or domestic partner;

(e) A grandparent;

(f) A grandchild; or
(g) A sibling

(h) Parent in Law

Section 8.1.2.
In the event employees are absent for reasons which are covered by Industrial Insurance, the
District shall pay the employee an amount equal to the difference between the amount paid the
employee by the Department of Labor and Industries and the amount the employee would
normally earn. A deduction shall be made from the employee's accumulated sick leave in
accordance with the amount paid to the employee by the District.

Section 8.1.3. Emergency Leave.
Emergency leave may be granted for not more the two (2) days per year by the Superintendent.
Emergency leave may be taken in the case of emergencies as herein defined:

1. The problems must have been suddenly precipitated and be of such nature that pre-
planning is not possible or could not relieve the necessity for the employee's absence.

2. The problem cannot be one of minor importance of mere convenience, but must be of a
serious nature.

3. Weather conditions for local travel to and from school shall not be considered a valid
reason for an emergency leave.

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

Section 8.1.4. Sick Leave Attendance Incentive Program.
In January of the year following any year in which a minimum of sixty (60) days of leave for
illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
option to receive remuneration for unused sick leave accumulated in the previous year at a rate
equal to one (1) days monetary compensation of the employee for each four (4) full days of
accrued leave. Leave for sick leave for which compensation has been received shall be
deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1)
days monetary compensation.

Section 8.1.5.
At the time of separation from school district employment, an eligible employee pursuant to
RCW 28A.400.210(2) or the employee's estate shall receive remuneration at a rate equal to one
(1) days current monetary compensation for each four (4) full days accrued leave for illness or
injury.
Section 8.2. Leave For Family Illness.
Each employee shall be entitled to ten (10) days leave with pay for absence caused by serious illness of
an employee's child, spouse, parent, step-parent, grandchild, grandparent, sibling, or parent-in-law.
Such family illness leave shall be deducted from sick leave. After five (5) consecutive days of illness,
or if there is reasonable suspicion of abuse the District may require a doctor's certificate or reasonable
verification of the illness. Upon approval of the Superintendent or designee leave under this section
may be taken for a relative not specified herein and a maximum of five (5) days sick leave may
utilized.

Section 8.3. Bereavement Leave.
In the event of the death of family member up to five (5) days of paid leave shall be granted. This
shall not be deducted from sick leave. In the event of the death of a close friend two (2) days of paid
leave shall be granted. This shall not be deducted from sick leave. Additional days or exceptions to
this section may be granted by the Superintendent. Such additional days of applied leave shall be
deducted from sick leave.

Section 8.4. Family Medical Leave.
Accrued sick leave may be used for illness of a qualifying dependent or family member pursuant to
state and federal law. After five (5) consecutive days of family medical leave the Superintendent may
request written medical documentation.

Section 8.5. Disability/Maternity Leave.
An employee may use accumulated sick leave or be granted a leave of absence without pay for the
period of actual disability attributable to pregnancy. At the discretion of the District, the District
insurance contribution may be continued during a leave of absence without pay for the period of actual
disability attributable to pregnancy.

Section 8.6. Adoption/Childbirth Leave.
An employee may, upon request, be granted up to three (3) days paid leave for the purposes of
adopting a child or attending to a spouse on or around the date of childbirth. Such leave shall be
deducted from an employee's accrued sick leave.

Section 8.7. Judicial Leave.
In the event an employee is summoned to serve as a juror, or is named as a codefendant with the
District, such employee shall receive a normal days pay for each day of time served in court. In the
event that an employee is a party in a court action, such employee may request a leave of absence.

Section 8.8. Leave Of Absence without Pay.

Section 8.8.1.
Upon recommendation of the immediate supervisor through administrative channels to the
Superintendent, and upon approval of the Board of Directors, an employee may be granted a
leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
granted due to extended illness, one (1) additional year may be granted.
Section 8.8.2.
The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. The employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved. It will be the responsibility of the District to inform any replacement employee of this provision at the time of hire.

Section 8.8.3.
The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence.

Section 8.9. Personal Leave.
Each employee shall be entitled to three (3) days of paid personal leave per year. Personal Leave may be accumulated up to three (3) days and a maximum of three personal days may be used during the school year. Personal Leave may not be considered for cash out. Scheduling of such leave days to be subject to the service needs of the District and at least 3 working days’ notice is required. Personal leave may not be rescheduled during the last two weeks of the school year.

Section 8.10. Shared Leave.
Employees may, at the District’s discretion, utilize a share leave process of a case-by-case basis pursuant to RCW 28A.400.280.

Section 8.11.
Employees may be granted short-term leave without pay upon written request at the discretion of the Superintendent.

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1.
The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided.

Section 9.2.
Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the hire date. During this probationary period the District may discharge such employee at its discretion. Probationary employees are not covered by Article X Discipline and Discharge of Employees.

Section 9.3.
Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement.
Section 9.4.
The seniority rights of an employee shall be lost for the following reasons:

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

Section 9.5.
Seniority rights shall not be lost for the following reasons, without limitation:

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

Section 9.6.
The employee with the earliest hire date has preferential rights regarding layoffs; provided, however, that the senior employee has the minimum qualifications for the job(s) in question. If the District determines that seniority rights should not govern because the senior employee does not have the minimum qualifications for the job in question, the District shall set forth in writing to the employee and the Chapter President its reasons why the senior employee has been bypassed.

Section 9.6.1.
The employee with the earliest hire date has preferential rights to temporary hours taking place during school vacation periods (Holiday, Spring, and Summer) in the current or different job title; provided, however, that the senior employee has the minimum qualification(s) for the job(s) in question.

Section 9.7.
The District shall publicize within the bargaining unit the availability of open positions as soon as possible after the District is apprised of the opening.

Section 9.7.1.
Job postings shall be submitted to the Chapter President. During summer vacation the District shall mail (US mail) such postings to the Chapter President’s home address. Any employee on layoff status shall receive job postings via US mail.

Section 9.8.
In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening; provided, however the employee has the minimum qualifications for the job(s) in question. Names shall remain on the reemployment list for eighteen (18) months.

Section 9.9.
Employees on layoff status shall file their addresses in writing with the Superintendent and shall thereafter promptly advise the District in writing of any change of address.
Section 9.10.
An employee shall forfeit rights to reemployment as provided in Section 9.8 if the employee does not comply with the requirements of Section 9.9, or if the employee does not respond to the offer of reemployment within five (5) working days. The offer of reemployment shall be in the form of a certified letter, containing a copy of the notice posted in accordance with Section 9.7, and shall be sent only to those employees who have complied with Section 9.9.

Section 9.11.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE X
DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.
The District shall have the right to discipline or discharge an employee for justifiable cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the grievance procedure hereinafter provided.

Section 10.2. Notification To Non-Annual Employees.
This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 10.2.1.
Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

Section 10.2.2.
Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

Section 10.2.3.
Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 10.3.
Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks notice of intention to discharge and the employee shall give the District (2) weeks notice of resignation.
ARTICLE XI

INSURANCE AND RETIREMENT

Section 11.1.
The District shall pay the State funded benefit level on a full-time equivalency basis, or the premium amount, whichever is less, per month worked for each employee enrolled in mutually approved group medical, vision, dental, group life and group long-term disability insurance plans. The HCA retiree remittance fee shall be deducted from the District insurance contribution. Those benefits shall be computed on an annual basis, but apportioned on a monthly basis for the entire year. For purposes of this section, full-time equivalency shall mean a work year of one thousand four hundred forty (1,440) hours if funded in the appropriate State biennial budget.

Section 11.1.1.
All necessary employee contributions for the plans above shall be proportionately withheld from the employee's paychecks for the year.

Section 11.1.2.
All unused District insurance contribution funds specified herein shall be pooled for the purpose of paying excess premiums for bargaining unit employees in compliance with State law.

New Section 11.1.3
The district will provide an additional allocation to the classified pool in the following amounts:

For the 18-19 and 19-20 school year up to $2500

These amounts will be distributed equally among those employees that have out of pocket cost for medical insurance. Unused funds will not be carried over.

ARTICLE XII

UNION MEMBERSHIP AND CHECKOFF

Section 12.1.
At the time of hire, the District will inform the new hire of the terms and conditions of this article. As soon as possible after hire but in no case more than 30 days union representatives will be provided with access of ½ hour to new employees who will be paid for that time. Such access will be exclusively for access by union representative to new employees and not part of some other activity.

Section 12.2. Checkoff Dues.
The District shall deduct PSE dues, service charges, or voluntary political contributions 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 Public School Employees of Washington on a monthly basis.
Section 12.3.
The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check.

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

Section 12.4. Hold Harmless.
The Union will indemnify, defend and hold the District harmless against any claims, suits, orders and/or judgments against the District on account of voluntary political contributions to the Committee on Political Empowerment (COPE).

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 13.1.
Grievances or complaints arising between the District and its employees within the bargaining unit defined in Section 1.4 herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance within this Article.

Section 13.2. Grievance Steps.

Section 13.2.1.
The employee shall first discuss the grievance with the employee's immediate supervisor. If the employee wishes, the employee may be accompanied by a Union representative at such discussion. All grievances not brought to the immediate supervisor in accordance within thirty (30) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 13.2.2.
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

A. The facts on which the grievance is based;
B. A reference to the provisions in this Agreement which have been allegedly violated; and
C. The remedy sought.
The employee shall submit the written statement of grievance to the employee's immediate supervisor for reconsideration within twenty (20) working days following the discussion referred to in Section 13.2.1 above. The employee shall submit a copy to the Superintendent or designee and the Union President. The parties will have twenty (20) working days from receipt of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. It is the desire of the parties to resolve grievances with the immediate supervisor.

Section 13.2.3.
If no settlement has been reached within the twenty (20) working days referred to in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within twenty (20) working days to the District Superintendent. After such submission, the parties will have twenty (20) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made all parties to the grievance shall sign it.

Section 13.2.4.
If no settlement has been reached within the twenty (20) working days referred to in the preceding subsection, and the Union believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement shall then be submitted to arbitration under the regulations of the Public Employment Relations Commission (PERC). The arbitrator shall be a PERC staff member. The parties further agree to accept the arbitrator's award as final and binding. The cost of such service, if any, shall be shared equally by the District and Union. Each party shall bear all costs of producing their own witnesses and preparation of a record or transcript of the proceedings unless such record or transcript is desired by both parties. In the event PERC arbitration is not available, the parties agree to submit the matter to the American Arbitration Association in voluntary rules.

Section 13.3.
The employer shall not discriminate against any individual employee or the Union for taking action under this Article.

ARTICLE XIV

SALARIES AND EMPLOYEE COMPENSATION

Section 14.1.
Employees shall be compensated in accordance with the provisions of this Agreement for all authorized time worked.
Section 14.2.
Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Salaries for the 18-19 contract year will be as provided in Schedule A. For the 19-20 and 20-21 contract years salaries will be increased by the IPD plus .5%. The parties will reopen to negotiate Schedule A for the 21-22 contract year.

Section 14.2.1.
Payroll checks or direct deposit will be issued the last business day of each month.

Section 14.2.2.
Yearly steps, where applicable, shall take effect September 1 each year, provided that the employee was employed for six (6) months of the previous fiscal year.

Section 14.2.3.
An employee who changes to a different position shall be placed at Step 1 of Schedule A.

Section 14.3.
For purposes of calculating total daily hours worked per day, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 14.4.
Reimbursement for travel will be in accordance with Board Policy.

Section 14.5.
Employees required to remain overnight on District business shall be reimbursed for reasonable room and board expenditures, with administrative approval.

Section 14.6.
Employees attending training courses required by State law, District policy or as otherwise directed by the administration as a condition of continued employment will be paid by the District, portal to portal at the employee’s regular rate of pay plus any fee, tuition and transportation cost (mileage reimbursed at District approved rate.)

Section 14.7.
Employees attending training courses, seminars and conferences requested by the employee and approved by the District shall not suffer any loss of pay or incur out-of-pocket expenses, but shall not be paid for additional hours beyond regular employment time.

Section 14.8.
DOT physical examinations for Bus Drivers required by Federal and/or State law shall be provided at no cost to the employee. The District shall have the right to designate a Medical Doctor to perform the required physical examination; provided that the District shall pay mileage.

Section 14.9.
The District shall reimburse bus drivers for any State license fee(s) beyond the basic driver’s license.
ARTICLE XV
TERM AND SEPARABILITY OF PROVISIONS

Section 15.1.
The term of this Agreement shall be September 1, 2018 to August 31, 2022.

Section 15.2.
This Agreement may be reopened and modified at any time upon mutual consent of the parties in writing.

The position of Maintenance lead is agreed to be included within the bargaining unit. The parties agree to review the inclusion of the maintenance lead position in the unit prior to September 1, 2019.

The parties recognize that the insurance plans for medical insurance under Article 11 will change effective January 1, 2020 in the implementation of SEBB regarding additional coverages or other issues of implementation of SEBB.

Section 15.3.
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 15.4.
Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State of Federal statutes of regulations promulgated pursuant thereto.

Section 15.5.
In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 15.2.

Section 15.6.
The Union agrees not to strike for the duration of this Agreement.
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF GRAPEVIEW

BY:  
Susan Friedlander, Chapter President

DATE: 12-13-18

GRAPEVIEW SCHOOL DISTRICT #54

BY:  
Ellen Perconti, Superintendent

DATE: 12-13-18
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Schedule A Notes:

Student Supervision - minimum wage $11.50 through December 31, 2018
$12.00 per hour effective January 1, 2019
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Schedule A  
Grapeview School District #54  
September 1, 2020 – August 31, 2021

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Schedule A Notes:

Student Supervision - minimum wage $13.50 through December 31, 2020  
$13.69 per hour effective January 1, 2021
Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF GRAPEVIEW, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE GRAPEVIEW SCHOOL DISTRICT NO. 54. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 15.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. That Schedule A shall be amended to read as attached.

This Letter of Agreement shall be retroactive to September 1, 2020; shall remain in effect until August 31, 2021; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES OF GRAPEVIEW

GRAPEVIEW SCHOOL DISTRICT NO. 54

Susan Friedlander, Chapter President

Kurt Hilyard, Superintendent

DATE: May 14, 2021

DATE: 5/17/21
LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF GRAPEVIEW, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE GRAPEVIEW SCHOOL DISTRICT #54. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 15.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. That Schedule A be amended to read as attached.

2. Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act which shall be administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees may initiate the use of this leave prior to exhausting all accumulated leave. Paid leave may be used concurrently with PFML, so it will be considered a Supplemental Benefit commencing September 1, 2021. The District shall maintain health insurance benefits during periods of approved PFML leave provided it is used concurrently with FMLA. The District will be reporting this to the ESD as required.

3. The Office Assistant who is assigned to supervise the COVID health room will be paid $1.00 above the wage assigned to the position. This will remain in effect until the end of the 2021-22 school year.

This Letter of Agreement shall be retroactive to September 1, 2021; shall remain in effect until August 31, 2022; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF GRAPEVIEW #928

BY: Susan Friedlander (Nov 18, 2021 19:48 PST)

Susan Friedlander, Chapter President

DATE: Nov 18, 2021

GRAPEVIEW SCHOOL DISTRICT #54

BY: Kurt H. Hilyard (Nov 23, 2021 08:39 PST)

Kurt Hilyard, Superintendent

DATE: Nov 23, 2021
### Schedule A
Grapeview School District #54
September 1, 2021 – August 31, 2022

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