

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**PENINSULA SCHOOL DISTRICT #401**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF PENINSULA**  
**CUSTODIAL UNIT #621**

SEPTEMBER 1, 2017 - AUGUST 31, 2020



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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 Employee's 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 in District Number 401.

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### P R E A M B L E

This Agreement is made and entered into between Peninsula School District Number 401 (hereinafter "District") and Public School Employees of Peninsula, Custodial Unit, an affiliate of Public School Employees of Washington (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:

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### A R T I C L E   I

#### R E C O G N I T I O N   A N D   C O V E R A G E   O F   A G R E E M E N T

**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.

1 **Section 1.2.**

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

5  
6 **Section 1.3. Membership In Unit.**

7 The bargaining unit to which this Agreement is applicable is as follows: All non-supervisory full-time or  
8 regular part-time classified employees performing work in the Custodial and Security classifications.

9  
10 **Section 1.3.1.**

11 Substitutes who work greater than thirty (30) cumulative days in a given year shall be paid  
12 according to Schedule A. Rights of said substitutes identified shall be limited exclusively to those  
13 items in this Article and Article XIV. Substitute employees who work ninety (90) or more  
14 cumulative days in the current or immediately preceding school year shall receive the senior  
15 substitute rate of pay on Schedule A (85% of the base rate).

16  
17 **Section 1.4. Substitutes and Part-Time Employees.**

18 No student or teacher shall replace any regular employee in any position or newly created position coming  
19 under the classification of this Agreement, provided, however, that the District is not prohibited from  
20 utilizing student, staff or community assistance on short-term projects of benefit to the school or  
21 community.

22  
23 **Section 1.5. Job Descriptions.**

24 Job descriptions for employees subject to this Agreement are available upon request. The District reserves  
25 the right to modify job descriptions during the term of this Agreement and the Union may request to  
26 negotiate the impact of those changes, pursuant to RCW 41.56.

27  
28 **Section 1.6. Twelve-Month Employees.**

29 Employees who are asked to report for at least 228 regular work days (not call-backs) in a particular fiscal  
30 year shall be considered twelve-month employees for the purpose of holidays and vacation in Article VIII  
31 for the particular year in which they are asked to work such days. The District shall continue its practice  
32 of providing an opportunity each year for part-time custodians to sign-up for additional work days that  
33 may be offered for special projects.

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37 **ARTICLE II**

38 **RIGHTS OF THE DISTRICT**

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40  
41 **Section 2.1.**

42 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
43 vested in management officials of the District. Included in these rights in accordance with and subject to  
44 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the  
45 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,  
46 demote, or take other disciplinary action against employees; and the right to release employees from  
47 duties because of lack of work or for other legitimate reasons. The District shall retain the right to

1 maintain efficiency of the District operation by determining the methods, the means, and the personnel by  
2 which such operation is conducted.

3  
4 **Section 2.2.**

5 The management of the District and the direction of the work force is vested exclusively with the District  
6 subject to the terms of this Agreement. All matters not specifically and expressly covered by the language  
7 of this Agreement shall be administered for its duration by the District in accordance with such policies  
8 and procedures as it from time to time may determine. The Board's exercise of this right shall not be a bar  
9 and may be challenged in accordance with the Grievance Procedures of this Agreement.

10  
11 **Section 2.3. Subcontracting.**

12 If the District decides to subcontract bargaining unit work outside of areas of current practice (e.g.,  
13 Sections 1.4 and 10.7.2) during the term of this Agreement, the District will negotiate the impact of that  
14 decision with the Association and conform to the feasibility study limits provided by law.

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18 **ARTICLE III**

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20 **RIGHTS OF EMPLOYEES**

21  
22 **Section 3.1.**

23 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise  
24 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom  
25 of such employees to assist the Association shall be recognized as extending to participation in the  
26 management of the Association. The District and/or Association shall take whatever action required or  
27 refrain from such action in order to assure employees that no interference, restraint, coercion, or  
28 discrimination is allowed within the District and/or Association to encourage or discourage membership in  
29 any employee organization.

30  
31 **Section 3.2.**

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

34  
35 **Section 3.3.**

36 Employees of the units subject to this Agreement have the right to have Association representatives or  
37 other persons present at discussions between themselves and supervisors or other representatives of the  
38 District as hereinafter provided.

39  
40 **Section 3.4. Unlawful Discrimination.**

41 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to  
42 this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a  
43 physical handicap with respect to a position, the duties of which may be performed efficiently by an  
44 individual without danger to the health or safety of the physically handicapped person or others.

1 **Section 3.5. Delegation of Rights.**

2 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
3 exclusive of compensation for services rendered, to appropriate officials of the Association.  
4

5 **Section 3.6. Personnel Files.**

6 There shall be only one (1) official personnel file maintained in the Personnel Office for each  
7 employee. This shall not prevent a supervisor from maintaining a working file. At the end of August  
8 of each year, all materials in a supervisor’s working file shall be destroyed or maintained in the  
9 personnel records at the District office. An employee shall have the right, upon reasonable notice, to  
10 inspect the contents of his/her personnel file or supervisor’s working files. Inspection shall be in the  
11 presence of a District representative. File materials may be reproduced for the employee as promptly as is  
12 feasible upon request. An Association representative may, at the employee's request, be present during the  
13 review of said employee's file.  
14

15 **Section 3.6.1.**

16 Any material/information which may be used to discipline an employee must be disclosed to  
17 the employee as soon as reasonable after the District became aware of the alleged violation. No  
18 materials derogatory of the employee's conduct, service, character or personality shall be placed in  
19 the personnel file unless the employee has had the opportunity to read and respond to them. The  
20 employee shall acknowledge having read such material by affixing his/her signature to the copy to  
21 be filed. The employee shall have the right to his/her own version of the incident or statement and  
22 have his/her statement attached to the original document(s). Personnel and working files shall be  
23 stored in a secured area not generally available to students, employees or other members of the  
24 community.  
25

26 **Section 3.6.2.**

27 Medical information will be kept separate from an employee's personnel file, as required by the  
28 Americans with Disabilities Act.  
29

30 **Section 3.7.**

31 Video cameras are a tool to assist in providing a safe and secure educational environment for students  
32 and staff. Video tape may be used like any other evidence in cases involving safety concerns or  
33 employee discipline, but shall not be used to monitor employee performance without prior notice to the  
34 employee. Only necessary and appropriate staff will have access to video tapes and it shall be used for  
35 legitimate District purposes such as those listed above. No custodians shall access or view video  
36 recordings without prior approval of a District administrator.  
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40 **ARTICLE IV**

41 **RIGHTS OF THE ASSOCIATION**

42 **Section 4.1.**

43 The Association has the right and responsibility to represent the interests of all employees in the unit; to  
44 present its views to the District on matters of concern, either orally or in writing; to consult or to be  
45 consulted with respect to the formulation, development, and implementation of industrial relations matters  
46  
47

1 and practices which are within the authority of the District; and to enter collective negotiations with the  
2 object of reaching an agreement applicable to all employees within the unit.

3  
4 **Section 4.2.**

5 The names of employees subject to this Agreement will be provided on request to the President of the  
6 Association. The hiring agent, as part of the general orientation of each new employee within the unit  
7 subject to this Agreement, shall provide such employee with a copy of this Agreement to be furnished to  
8 the District by the Association.

9  
10 **Section 4.3.**

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

13  
14 **Section 4.4.**

15 The President of the Association or his/her designated representatives will be provided time off without  
16 loss of pay to a maximum of seven (7) days per year to attend school board, regional or state meetings  
17 when the purpose of those meetings is in the best interests of the District as determined by the District  
18 administration. The Association shall reimburse the District for the cost of required substitutes.

19  
20 **Section 4.5.**

21 Upon request and at a time mutually agreed upon by the parties, the District shall provide the Public  
22 School Employees of Washington with information regarding each employee in the bargaining unit.

23  
24 **Section 4.6. Bulletin Boards.**

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

30  
31 **Section 4.6.1.**

32 The responsibility of the prompt removal of notices from the bulletin board after they have served  
33 their purpose shall rest with the individual who posted such notices.

34  
35 **Section 4.7.**

36 The Association shall be notified by the District of any grievances or disciplinary actions of any employee  
37 in the unit. The Association is entitled to have an observer at hearings conducted by any District official  
38 or body arising out of grievance and to make known the Association's views concerning the case.

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**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions.

**ARTICLE VI**

**ASSOCIATION REPRESENTATION**

**Section 6.1. Conference Committee.**

The Association will designate a Conference Committee of three (3) members to meet with the Superintendent of the District and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate matters, including such issues as the safety of working conditions and the work place.

**Section 6.2. Time for Meetings.**

The District will allow sufficient time during working hours for Association representatives to prepare an agenda for meetings scheduled with the Superintendent in accordance with Section 6.1. The District will provide suitable space to conduct such meetings.

**Section 6.3. Representation of Employees.**

The Association representatives pursuant to Section 6.1 shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he/she does not desire to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

**Section 6.4. Meetings During Work Day.**

Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time may also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

**Section 6.5. Association Meetings.**

Employees will be released for Association meetings for up to two (2) hours per meeting upon notice provided no less than five (5) working days in advance, provided such release will not interfere with completion of normal work duties, and provided such time will be made up in the same shift. The District may deny permission for this release if such meeting is held on a Friday, or in the case of building emergencies requiring the presence of the employee at the work site. In the year that the collective bargaining agreement will be open for negotiations, the Association will be allowed up to thirty (30)



1 hours of release time to use for negotiation preparations. The Association will reimburse the cost to  
2 the District of any necessary substitutes.

## 3 4 5 6 **ARTICLE VII**

### 7 8 **HOURS OF WORK AND WORKING CONDITIONS**

#### 9 10 **Section 7.1. Workweek.**

11 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
12 consecutive days of rest, Saturday and Sunday, except that secondary schools may be any five (5)  
13 regularly scheduled consecutive days of work followed by two (2) consecutive days of rest.

#### 14 15 **Section 7.2. Shift Assignment.**

16 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed  
17 without prior notice to the employee of two (2) calendar weeks, except in an emergency situation where  
18 reasonable prior notice will be attempted.

#### 19 20 **Section 7.3. Night Shift.**

21 Hours worked between 6:00 p.m. and 6:00 a.m. shall be paid eight percent (8%) per hour above scale.

##### 22 23 **Section 7.3.1. Normal Work Shift.**

24 A normal shift shall consist of eight and one-half (8½) hours including a thirty (30) minute  
25 uninterrupted lunch period as near the middle of the shift as is practicable and also including an  
26 appropriate first half and appropriate second half rest period both of which rest periods shall occur  
27 as near the middle of the half shift as is practicable.

#### 28 29 **Section 7.4.**

30 In the event an employee is assigned to a shift less than the normal work shift previously defined in the  
31 Article, the employee shall be given a fifteen (15) minute rest period for each two (2) hours of work.

#### 32 33 **Section 7.5. Lunch Period.**

34 Employees required to work through their regular lunch periods will be given time to eat at a time agreed  
35 upon by the employee and supervisor. In the event the District requires an employee to forego a lunch  
36 period and the employee works the entire shift, including lunch period, the employee shall be  
37 compensated for the foregone lunch period at overtime rates.

#### 38 39 **Section 7.6. Work Performed In Higher Classification.**

40 Employees who are specifically asked by their administrative supervisor to work a shift and perform  
41 the responsibilities and functions regularly assumed by an employee in a higher classification shall  
42 receive compensation equal to that of the higher classification as reflected on Schedule A. Employees  
43 shall be offered the opportunity to fill in for a higher paid or more hour position on a seniority basis  
44 within their assigned building or special crew; provided, however, a high school Night Foremen,  
45 regardless of seniority, shall first be offered the opportunity to substitute for the Building Head  
46 Custodian. If no employee in the building accepts the assignment, the District will first attempt to fill  
47 the absence from a list of volunteers. A list of qualified District-wide employees interested in working  
48 for a head custodian shall be maintained. Assignment from the list shall be based on seniority and

1 those employees who have not already begun a shift when the absence becomes known. The District  
2 shall work to prevent the reassignment of employees on the list to non-head custodial jobs as a result of  
3 otherwise available substitutes being assigned a Head Custodial position. Employees filling a head  
4 custodian position shall remain assigned to that head custodian position until the head custodian  
5 returns, notwithstanding Section 10.7.3. If no eligible employee is found, then the District may assign a  
6 substitute employee to fill in for the position.

7  
8 **Section 7.6.1. Supervision of Students.**

9 Custodial employees shall not be required to supervise students without appropriate support or  
10 training.

11  
12 **Section 7.7. Work During School Closure.**

13 Year-round employees in the bargaining unit are expected to report to work during school closures which  
14 result from inclement weather, plant inoperation, or the like. Employees who work less than year-round  
15 are not expected to report to work during such school closures and their work year shall be modified in a  
16 manner consistent with the student calendar. Less than year-round employees reporting to work on the  
17 day that schools are closed resulting from inclement weather, shall receive a minimum of one (1)  
18 hour's pay at base rate in the event of such a closure; provided, however, no employee shall be entitled  
19 to any such compensation in the event of actual notification through the appropriate media by the  
20 District, or by School Messenger, of the closure prior to leaving home for work.

21  
22 **Section 7.8. Overtime.**

23 Overtime assignments shall be first offered to employees, in the affected building on a seniority basis.  
24 If no one in the building volunteers for the overtime and the need for work is known greater than forty-  
25 eight (48) hours in advance, it shall be offered on a District-wide seniority basis via email notification.  
26 If the need for the work is known less than forty-eight (48) hours in advance, it shall be offered via  
27 telephone on a seniority basis to those employees signing up on an "48-hour" overtime list. If no  
28 employee volunteers to work overtime hours, the supervisor may offer the overtime work to a  
29 substitute employee, and if no substitute is available, then the supervisor shall recall the employees on  
30 the "48-hour" overtime list. If no employee volunteers at this time, assignment will be at the  
31 supervisor's discretion.

32  
33 **Section 7.8.1. Assignment of Overtime.**

34 In the assignment of overtime, the District agrees to provide the employees with as much notice  
35 as practicable in the circumstances, but no less than twenty-four (24) hours notice, unless  
36 reasonably unforeseen circumstances arise.

37  
38 **Section 7.8.2. Compensation Rate.**

39 All hours worked in excess of eight (8) hours in one day or forty (40) hours in one week shall  
40 be compensated at the rate of one and one-half (1 ½) times the employee's base pay. Holidays,  
41 as defined in Section 8.1, are to be included as hours worked for the purpose of counting  
42 weekly hours, except holidays shall not be counted as hours worked in determination of  
43 overtime related to training days.

44  
45 **Section 7.8.3. Pay for Seventh Consecutive Day.**

46 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of one and  
47 one-half (1½) times the employee's base pay.

1 **Section 7.8.4. Call Back Provisions.**

2 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th)  
3 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.  
4 Employees shall not be required to modify their off-duty activities to remain available for alarm  
5 phone calls.  
6  
7  
8

9 **ARTICLE VIII**

10 **HOLIDAYS AND VACATIONS**

11 **Section 8.1. Holidays.**

12 All employees shall receive the following paid holidays:

- |    |                                |   |
|----|--------------------------------|---|
| 13 | 1. New Year's Day              | 7. Veterans' Day                        |
| 14 | 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day                     |
| 15 | 3. Presidents' Day             | 9. Day after Thanksgiving               |
| 16 | 4. Memorial Day                | 10. Day before or after Christmas*      |
| 17 | 5. Independence Day*           | 11. Christmas Day                       |
| 18 | 6. Labor Day                   | 12. Day before or after New Year's Day* |

19 \*Less than twelve month employees qualify for these holidays if working the business day before or after  
20 the holiday.  
21  
22

23 **Section 8.1.1. Holidays.**

24 Any holidays proclaimed by the federal or state government, including any of the present holidays  
25 that may be granted on the Monday following the holiday and proclaimed to be a school holiday  
26 by the Superintendent of Public Instruction, shall be considered a paid holiday.  
27  
28  
29

30 **Section 8.1.2. Unworked Holidays.**

31 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at  
32 the time the holiday occurs. An employee who is on the active payroll on the holiday and has  
33 worked either his/her last scheduled shift preceding the holiday or his/her last scheduled shift  
34 succeeding the holiday, and is not on leave of absence shall be eligible for pay for such unworked  
35 holiday. An exception to this requirement will occur if the employee can furnish proof  
36 satisfactory to the District that because of illness he/she was unable to work on either of such  
37 shifts, and his/her absence previous to such holiday by reason of such illness has not been longer  
38 than thirty (30) regular workdays.  
39  
40

41 **Section 8.1.3. Worked Holidays.**

42 Employees who are required to work on the above described holidays shall receive the pay due  
43 them for the holiday, plus time and one-half their base rate for all hours worked on such holidays,  
44 unless the employee starts to work at 6:00 p.m. or thereafter on that date.  
45

46 **Section 8.1.4. Holidays During Vacation.**

47 If a holiday should fall within the vacation time, that day shall not apply against vacation  
48 allowance. Vacation time may be taken during any time of the year. However, in order to assure

1 that the operation of the District is not disrupted, vacation must be worked out by mutual  
2 agreement of the District and the employee.

3  
4 **Section 8.2. Vacations.**

5 The vacation credit to which twelve month employees shall be entitled shall be computed in accordance  
6 with the following: An employee with one (1) year of service shall earn twelve (12) days paid vacation  
7 credit. An employee shall earn one (1) additional day of vacation credit for each year of service after the  
8 first year up to twenty (20) days. For every regular workday from which an employee is absent on  
9 vacation, sick leave, bereavement leave or emergency leave, the hours of the employee's normal work  
10 shift shall be credited as if worked.

11  
12 Eligibility for use of vacation credit shall be determined as follows: a twelve-month employee becomes  
13 eligible to use his/her vacation credit after reaching his/her first anniversary date. Time on layoff and time  
14 on authorized leave of absence will be counted as continuous service for the purpose of establishing and  
15 retaining anniversary dates.

16  
17 Less than full-time employees who work at least 180 days per year shall be credited with a full year of  
18 service toward vacation pay if they become full-time employees.

19  
20 **Section 8.2.1. Vacation Call Back.**

21 Employees called back from vacation shall be compensated at one and one-half (1½) times their  
22 regular rate for all hours worked.

23  
24 **Section 8.2.2. Accrued Vacation Paid at Termination.**

25 Employees who terminate employment shall receive payment for unused accrued vacation credit  
26 with their final paycheck.

27  
28 **Section 8.2.3. Accrual Maximum.**

29 Vacation may be accumulated up to thirty (30) days. An employee may carry over no more  
30 than thirty (30) days from one year to the next.

31  
32 **Section 8.2.4. Vacation Request Procedures.**

33 Employees must submit a written request in advance of the intended use of vacation time. Such  
34 request must be received at least twenty (20) days in advance if more than five (5) days are  
35 intended to be used; if five (5) days or less are intended to be used, such request must be received  
36 at least five (5) days in advance unless there is an emergency situation. All requests will be  
37 submitted to the immediate supervisor except in emergency situations when such requests shall be  
38 submitted to the Superintendent or designee. In the event an employee foresees that they will not  
39 be able to use sufficient vacation leave that cannot otherwise be carried over, the employee will  
40 request a meeting with their supervisor no later than June 30 to discuss scheduling of this vacation  
41 time. In the event a request is denied by the immediate supervisor, the denial shall be in writing  
42 stating the reason for denial. Such employee may forward the original request and denial with  
43 reasons to the Superintendent or designee for a determination. Denial of vacation requests are not  
44 subject to the grievance procedure.

45  
46 In addition to the notice requirements above, 260-day custodians, including head custodians,  
47 requests for use of vacation leave during the student summer break shall be submitted between  
48 January 1 and January 15 of each year. Approvals shall be by seniority and only two

1 employees may be absent on vacation leave at a time at each comprehensive high school.  
2 Vacation requests submitted after January 15 shall be granted on a first come, first serve basis  
3 following the process in the preceding paragraph.  
4

5 No more than two head custodians may use vacation leave on a student day. During student  
6 days and summer breaks, no more than one employee at each elementary school, middle school  
7 or Henderson Bay High School, may use vacation leave.  
8

9 During the student summer break, employees working for the District as a 260-day custodian as  
10 of August 31, 2018, may request vacations of durations not to exceed four weeks in length and  
11 employees hired into a 260-day custodian position on or after September 1, 2018, may request  
12 vacations of durations not to exceed two weeks in length. Employees desiring to take a vacation  
13 of a longer duration may make a special request to the Director of Facilities for consideration.  
14

15 **Section 8.2.5.**

16 Employees may not schedule vacation during the period beginning six (6) working days prior to  
17 the first day of school and five (5) working days after the first day of school as well as the period  
18 beginning five (5) working days prior to the last day of school and ending five (5) working days  
19 after the last day of school.  
20  
21  
22

23 **ARTICLE IX**

24 **LEAVES**

25  
26  
27 **Section 9.1. Sick Leave.**

28  
29 **Section 9.1.1. Accrual Procedures.**

30 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;  
31 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per  
32 school year, or at least that portion of ten (10) days which represents that relationship between  
33 days worked and the amount of days normally worked in a full school year. An employee who  
34 works eleven (11) working days in any calendar month will be given credit for the full calendar  
35 month. Sick leave shall be vested when earned and may be accumulated. The District shall  
36 project the number of annual days of sick leave at the beginning of the school year according to  
37 the estimated calendar months the employee is to work during that year. The employee shall be  
38 entitled to the projected number of days of sick leave at the beginning of the school year. Sick  
39 leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal  
40 daily work shift; provided, however, that should an employee's normal daily work shift increase or  
41 decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in  
42 accordance with the employee's normal daily work shift at the time the sick leave is taken, and the  
43 accumulated benefits will be expended on an hourly rather than a daily basis.  
44

45 **Section 9.1.2. Sick Leave Transferable.**

46 Employees who have accrued sick leave while employed by another public school district in the  
47 State of Washington shall be given credit for such accrued sick leave upon employment by the  
48 District.

1 **Section 9.1.3. Sick Leave Incentive.**

2 Any employee who uses zero (0) days of sick leave may be entitled to a one time incentive amount  
3 of \$200 to be added to their in-service allocation for the following school year. Any employee  
4 who uses one or fewer days of sick leave may be entitled to a one time incentive amount of \$100;  
5 and employees using two or fewer days of sick leave may be entitled to a one time incentive  
6 amount of \$50 to be added to in-service allocations for the following year. Employees must apply  
7 in writing for the incentive and the incentive must be used for job related in-service training. This  
8 section is contingent upon the collection of two levy collections in the same budget year.

9  
10 **Section 9.1.4. Use of Leave.**

11 Sick leave may be used for the following purposes:

- 12  
13 A. Personal illness or injury.  
14  
15 B. Leave for emergencies.  
16  
17 C. Appointments with medical or dental doctors or other legally recognized practitioners to  
18 prevent illness or preserve the health of the employee and which cannot be scheduled outside  
19 school hours.  
20  
21 D. In accordance with RCW 49.12.270, as now or hereafter amended, to care for a child of the  
22 employee with a health condition that requires treatment or supervision, or a spouse, parent,  
23 parent-in-law, or grandparent of the employees who has a serious health condition or an  
24 emergency condition.  
25  
26 E. For therapy appointments related to on the job injury.

27  
28 **Section 9.2. Attendance Incentive Program.**

29 The parties mutually agree to enter into an attendance incentive program (sick leave buy back) as outlined  
30 by state law.

31  
32 **Section 9.3. Doctor's Certificate.**

33 At the discretion of the District, a doctor's certificate may be required for illness of more than five (5)  
34 consecutive days or when there is a suspicious pattern of usage or other evidence of abuse.

35  
36 **Section 9.3.1.**

37 Each employee shall be granted two (2) personal leave days per year. Personal leave days are not  
38 accumulated and may not be used to extend vacations or holiday periods. These days will be  
39 charged to sick leave.

40  
41 **Section 9.4. Family Medical Leave.**

42 The District will comply with the FMLA pursuant to the school district board policy.

43  
44 **Section 9.5. Bereavement Leave.**

- 45  
46 A. Five (5) days maximum leave for the death of husband, wife, mother, father, son, or daughter shall be  
47 granted.  
48

- 1 B. Two (2) days maximum leave for the death of a mother-in-law, father-in-law, sister or brother shall be  
2 granted.  
3 C. One (1) day maximum leave for funerals of other relatives shall be granted.  
4 D. When extended travel is necessary in order to attend a funeral or memorial service, extended time for  
5 travel may be requested.  
6

7 **Section 9.6. Maternity Leave.**

8 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such  
9 time as the employee and her medical advisor deem necessary. Employees granted maternity leave must  
10 return to work not later than one (1) year following the granting of the maternity leave. Employees  
11 granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance  
12 with Section 9.1.1, 9.2, 9.8 and 9.10. Before returning to work, the employee must be certified by her  
13 physician as ready and able to return.  
14

15 **Section 9.7. Judicial Leave.**

16 In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a  
17 witness in court, or is named as a co-defendant with the school district, he/she shall be granted paid leave  
18 for each day he/she is required in court. In the event that the employee is a party (plaintiff or defendant) in  
19 court action, a leave of absence shall be granted without pay.  
20

21 **Section 9.8. Leave of Absence.**

22 Upon recommendation of the immediate supervisor through administrative channels to the  
23 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended  
24 leave of absence for a period not to exceed one (1) year. Any employee who has completed the  
25 probationary period may request a leave of absence for reasons of personal or family emergency or  
26 approved training or education. A leave of absence requested for reasons other than those enumerated  
27 in the preceding sentence shall be at the discretion of the District. It is agreed by the parties that a leave  
28 of absence is not intended to be taken for the purposes of taking employment outside the District.  
29 Request for such leave is to be made in writing. A leave of absence is to be requested and granted only for  
30 a specific period of time. All requests will be considered in light of available substitutes and, when  
31 granted, will be without compensation.  
32

33 Upon return to work, such employee will be assigned to the position occupied before the leave of absence,  
34 or, if the position is not available in the District, to a position substantially equal.  
35

36 **Section 9.9. Protracted Illness Leave.**

37 Any employee who has completed the probationary period shall be entitled to non-compensated Leave of  
38 Absence in cases of protracted illness or injury as certified by their physician.  
39

40 **Section 9.9.1.**

41 Upon application to the District, such leave shall be granted for the period of actual illness or  
42 injury up to one (1) year. If additional time is necessary, written application must be made to the  
43 District and up to one (1) additional year may be granted at the discretion of the District. An  
44 employee who has been on protracted illness leave for more than six (6) months shall give twenty  
45 (20) working days notice in writing of intent to return to work. An employee who has been off  
46 less than six (6) months shall give ten (10) days notice of intent to return to work. Before the  
47 employee may return to work, he/she shall have his/her fitness to return to work certified in  
48 writing by the attending physician. Upon returning, the employee shall be returned to the position

1 he or she had, unless the position has been abolished, or a general reduction in force has placed a  
2 more senior employee in the position. In those cases, the employee shall be returned to an  
3 equivalent a position as possible without violating the terms of Article X.  
4  
5  
6

## 7 ARTICLE X

### 8 SENIORITY, PROBATION, AND LAYOFF PROCEDURES

#### 9 **Section 10.1. Seniority Defined.**

10 The seniority date of an employee within the bargaining unit shall be established as of the date on which  
11 the employee began continuous daily employment unless such seniority shall be lost as hereinafter  
12 provided. The seniority date shall be adjusted only for unpaid leaves of absence greater than ten (10)  
13 cumulative days. Time spent as a substitute employee shall not count for the purposes of seniority. Time  
14 spent in a probationary status will count for the purposes of seniority. An employee changing  
15 classifications shall retain the seniority held in the prior classification for one year from the date of hire in  
16 the new classification. Employees on leave due to industrial injury shall not be negatively affected by this  
17 Section.  
18  
19

#### 20 **Section 10.2. Application to Unit.**

21 Seniority rights shall be administered on a classification basis. An annually updated seniority list with  
22 employee names, original hire dates, and months of seniority credit will be available, upon request.  
23  
24

#### 25 **Section 10.3. Loss of Seniority Rights.**

26 The seniority rights of an employee shall be lost for the following reasons:  
27

- 28 A. Resignation:
- 29 B. Discharge for justifiable cause; or
- 30 C. Retirement.
- 31 D. Change in classification, except as provided in Section 10.1.

#### 32 **Section 10.4. Seniority Rights.**

33 The employee with the earliest seniority shall have absolute preferential rights regarding shift  
34 selection, vacation periods and special services (including overtime), subject to Section 7.8. The  
35 employee with the earliest seniority date shall have preferential rights regarding layoffs when ability  
36 and performance are substantially equal to junior employees. If the District determines that seniority  
37 rights should not govern because a junior employee possesses ability and performance substantially  
38 greater than a senior employee or senior employees, the District shall set forth in writing to the  
39 employee or employees and the organization's grievance committee chairperson that a bypass has  
40 occurred. Prior to filing a grievance, the bypassed employee(s) shall request a meeting with the  
41 Human Resources administrator to discuss the reasons for the bypass. The Association and/or  
42 employee shall set out in writing the reasons why the District's decision doesn't meet the standard for  
43 bypass set forth above prior to filing a grievance. The parties agree to extend timelines for filing  
44 grievances to accommodate this information sharing process.  
45  
46

47 In the filling of a new or open head custodian, lead custodian position or the ESC custodian position,  
48 the District will interview at least the three most senior candidates. Prior to the interview, each of the



1 selected candidates shall, at the District’s discretion, be provided an opportunity to work in the head  
2 custodian position in the building for a minimum of two school days when students are present. If the  
3 District determines not to offer a trial interview then it will consult with the Union regarding that  
4 decision. Performance during this opportunity may be considered during the selection process.  
5 Additionally, the District may consider the employee’s work performance, skills and abilities.  
6

7 In the filling of other custodial positions, the employee with the earliest seniority date who applies for  
8 the position will be placed into the vacancy. To be eligible to be placed in a non-lead custodial  
9 position, the employee must also have the prior five years of satisfactory evaluations and have no  
10 disciplinary action within the last year. If the District has more than one open position, it may hold a  
11 “bidding rodeo” for job selection among interested current employees. Substitute employees will not  
12 be eligible to attend the “bidding rodeo”.  
13

14 **Section 10.4.1. Promotional Movement.**

15 Non-promotional movement of custodial employees shall be limited to one (1) time per year.  
16

17 **Section 10.5. Probationary Status Employees.**

18 Newly hired regular employees shall remain in a probationary status for a period of not more than one  
19 hundred and twenty (120) working days following the hire date. Should the District hire from the  
20 substitute list and that employee has completed sixty (60) working days as a substitute or temporary  
21 employee, the probationary period shall last no more than sixty (60) working days. During this  
22 probationary period, the District may discharge such employee at its discretion. Upon completion of the  
23 probationary period, the employee will be subject to all rights and duties contained in this Agreement.  
24

25 **Section 10.6. Trial Period.**

26 Employees bidding on a promotional (increased compensation) position shall be granted a sixty (60)  
27 working day trial period during which the employee may return to the previously held position or the  
28 District may return the employee to the previous position.  
29

30 **Section 10.7. Posting of Open Positions.**

31 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
32 positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall  
33 be forwarded to the President of the Association and to the Association representative of the classification  
34 concerned.  
35

36 **Section 10.7.1. Posting Vacated Position.**

37 All jobs shall be posted within ten (10) working days of being vacated.  
38

39 **Section 10.7.2. Use of Temporary Employees.**

40 Temporary employees may be used in unassigned positions for up to twenty (20) consecutive days  
41 in any school year unless the District notifies the Association that such position would be extended  
42 and the rationale thereof. Any temporary employee that is hired as a regular employee within  
43 five (5) working days of the end of the temporary assignment, shall be assigned their seniority  
44 date retroactive to their initial hire date they become employed as a temporary employee.  
45

46 **Section 10.7.3.**

47 Positions open temporarily due to employee injury or granted leave of absence under Sections 9.8  
48 and 9.9, reasonably anticipated for a period longer than forty (40) workdays shall be posted on a

1 temporary basis for regular employees. Employees are eligible to apply if the assignment would  
2 result in the employee receiving additional compensation (excluding overtime opportunities).  
3 When moving to a higher classification, preference will be shown for in-building candidates  
4 before Section 10.4 applies. If no employee, either in the building or in the custodial unit  
5 accepts the temporary position, the District will advertise the position as temporary and may fill  
6 it from the outside.

7  
8 **Section 10.7.4.**

9 During the interview process, reasonable efforts will be made to include on the interview team at  
10 least one custodial unit employee.

11  
12 **Section 10.8. Layoff Pool.**

13 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
14 District according to seniority. Such employees are to have absolute priority in filling an opening for  
15 which they are qualified. Names shall remain on the reemployment list for two (2) years.

16  
17 **Section 10.9. Current Address Required.**

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

20  
21 **Section 10.10. Forfeiture of Reemployment Rights.**

22 An employee shall forfeit rights to reemployment as provided in Section 10.8 if the employee does not  
23 comply with the requirements of Section 10.9, or if the employee does not respond to the offer of  
24 reemployment within ten (10) days.

25  
26 **Section 10.11. Evaluations.**

27 Each custodial employee shall be evaluated annually by the Coordinator of Facility Services, with input  
28 provided by the head custodian and principal and/or assistant principal.. Security specialists shall be  
29 evaluated annually by the building administrator. Such evaluation shall be in writing and discussed with  
30 the employee prior to being placed in the employee's personnel file. The employee will sign the  
31 evaluation report to acknowledge receipt. The employee shall be allowed to make written comments  
32 concerning the evaluation report. Deficiencies recorded by the evaluator in the work performance of an  
33 employee shall be stated in specific terms and the evaluator shall provide the employee with written  
34 recommendations for improvement. The employee will sign the evaluation report, but the employee's  
35 signature does not imply that the employee agrees with the contents of the evaluation report.

36  
37 Head custodians will be provided an opportunity to provide input regarding the evaluations of non-head  
38 custodians.

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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

**Section 11.1.**

- A. **Just Cause Provision.** Employees, other than probationary or substitute, shall be disciplined or discharged only for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.
- B. **Records Access.** The Association recognizes that the Washington Public Records Act may in certain cases force the employer to release disciplinary communications. Prior to release of such records, the Association president and the affected employee shall be given five (5) working days notice.

**Section 11.2. Notice of Termination or Resignation.**

Normal termination or resignation shall require a two (2) week written notice.

ARTICLE XII

INSURANCE AND RETIREMENT

**Section 12.1. District Medical Contribution.**

The District shall contribute monthly the state appropriated amount for medical benefits, less the health care authority retirement deduction, toward the monthly premium cost of employee insurance. Contributions shall be paid toward the cost of District approved insurance programs for employees on a full-time equivalency basis of 1,440.

**Section 12.1.1. Insurance Pooling.**

Effective September 1 annually, the amount of state insurance benefits received by the District for the employees of the bargaining unit shall be pooled for the benefit of bargaining unit employees in a manner mutually agreeable to the District and the Association.

**Section 12.2. Tort Liability.**

The District shall provide tort liability coverage for all employees subject to this Agreement but limited to public bodily injury and property damage liability coverage as provided in the District's liability insurance policies.

**Section 12.3. Insurance While On Worker's Compensation.**

During the period that an employee is on unpaid leave of absence due to an on-the-job injury covered by workers' compensation, the District will continue to pay the normal share from the state funded pool of the employee's insurance cost in accordance with Section 12.1 and 12.1.1 if greater than the District contribution until eligible for long-term disability/salary insurance.

1 **Section 12.4. Retirement.**

2 The District shall report on behalf of the employees as required by the appropriate retirement system.  
3  
4

5  
6 **ARTICLE XIII**

7  
8 **VOCATIONAL / INSERVICE TRAINING**  
9

10 **Section 13.1. Budget for Training.**

11 In the mutual interests of the District and the Association, there may be established a budget which may  
12 be used by employees subject to this Agreement for professional development.

13 **Section 13.2. Approval Process.**

14 Such funds may be utilized for the following purposes if approved by the supervisor and the designated  
15 District administrator with budget authority for these funds.  
16

17 **Section 13.2.1. Items Reimbursed.**

18 Salary and reimbursement for employees subject to this Agreement to attend recognized  
19 vocational/in-service courses.  
20

21 **Section 13.2.2.**

22 Expenses and materials to establish courses of study within the confines of the District which  
23 would be of mutual benefit to the employee and the District.  
24

25 **Section 13.2.3.**

26 Purchase of recognized vocational courses from local, state, or national educational institutes  
27 which would improve the potential of employees subject to this Agreement. Leadership classes  
28 offered by the District shall be available to all employees and offered at various times throughout  
29 the year.  
30

31 **Section 13.2.4.**

32 Employees attending required courses at the discretion of the District shall be reimbursed for  
33 mileage.  
34

35 **Section 13.3.**

36 Employees will be reimbursed at their regular hourly rate per hour for attending first-aid and  
37 recertification courses; provided, however, the employee must successfully complete the course in order  
38 to receive compensation therefore.  
39

40 **Section 13.4.**

41 Employees shall receive their regular hourly rate for all hours in attendance at required departmental  
42 meetings.  
43

44 **Section 13.5. Written Notice Required.**

45 When the District requires, requests, or suggests that a course be taken, such will be done in writing in  
46 order to be official notice to the employee.  
47  
48

1 **Section 13.6.**

2 Beginning in the 2015-2016 school year, the district will set aside \$5,000 for the purpose of  
3 implementation and development of a professional development program as determined by the  
4 committee, including the new custodial services supervisor.  
5  
6  
7

8 **ARTICLE XIV**

9  
10 **MAINTENANCE OF MEMBERSHIP AND CHECKOFF**  
11

12 **Section 14.1. Dues Required.**

13 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of  
14 the Association in good standing shall, as a condition of employment, maintain his/her membership in the  
15 Association in good standing during the period of this Agreement.  
16

17 **Section 14.2. Timeline for Joining Union.**

18 All employees in classifications subject to this Agreement who are not members of this Association on the  
19 effective date of this Agreement and all employees in classifications subject to this Agreement who are  
20 hired at a time subsequent to the effective date of this Agreement shall, as a condition of employment,  
21 become members in good standing of the Association within forty (40) days of the effective date of this  
22 Agreement or within forty (40) days of the hire date, whichever is applicable. Such employee shall then  
23 maintain his/her membership in the Association in accordance with the previous section.  
24

25 **Section 14.3. Provisions For Alternative Dues Payment.**

26 Notwithstanding the provisions of the probationary period contained in this Agreement, the parties  
27 recognize that an employee should have the option of declining to participate as a member in the  
28 Association, yet contribute financially to the activities of the Association in representing him/her as a  
29 member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of membership  
30 requirements of Sections 14.1 and 14.2, an employee who declines membership in the Association may  
31 pay to the Association each month a service charge as a contribution towards the administration of this  
32 Agreement in an amount equal to the regular monthly dues. This service charge shall be collected by the  
33 Association in the same manner as monthly dues.  
34

35 **Section 14.4. Religious Exemption.**

36 Nothing contained in this Agreement shall require Association membership of employees who object to  
37 such membership based on bona fide religious tenets or teachings of a church or religious body of which  
38 such employee is a member. Such employee shall pay an amount equivalent to normal dues to a  
39 nonreligious charity or other charitable organizations mutually agreed upon by the employee and the  
40 Association. The employee shall furnish written proof that such payment has been made. If the employee  
41 and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations  
42 Commission pursuant to RCW 41.56.122.  
43

44 **Section 14.5. Checkoff.**

45 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such  
46 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to  
47 the Treasurer of the Public School Employees of Washington on a monthly basis.  
48

1 A current seniority list of all employees within the bargaining unit will accompany the first transmittal.  
2 Thereafter, the District will indicate additions and deletions from payroll deduction using forms provided  
3 by the Association.  
4  
5  
6

7 **ARTICLE XV**  
8  
9 **GRIEVANCE PROCEDURE**  
10

11 **Section 15.1.**

12 A grievance is hereby defined as an alleged violation of the terms of this Agreement by the Employer and  
13 shall be resolved in strict compliance with this Article.  
14

15 **Section 15.1.1.**

16 The Association may file grievances related to alleged violations of the Association's  
17 organizational rights under the terms of this Agreement.  
18

19 **Section 15.2. Grievance Steps.**  
20

21 **Section 15.2.1. Step I.**

22 Employees shall first discuss the grievance with their immediate supervisor (either the building  
23 administrator or the administrator responsible for facilities). If employees so wish, they may be  
24 accompanied by an Association representative at such discussion. All grievances not brought to  
25 the immediate supervisor in accordance with the preceding sentence within twenty (20) working  
26 days of the occurrence of the grievance shall be invalid and subject to no further processing. The  
27 supervisor has five (5) working days to respond from the date of receipt of a Step I grievance.  
28

29 **Section 15.2.2. Step II.**

30 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
31 subsection, the employee shall, within ten (10) working days of the response at Step One or in any  
32 event within twenty (20) working days of the occurrence, reduce to writing a statement of the  
33 grievance containing the following:  
34

- 35 A. The facts on which the grievance is based;  
36 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
37 C. The remedy sought.  
38

39 The employee shall submit the written statement of grievance to the building administrator and the  
40 administrator responsible for facilities for reconsideration and shall submit a copy to the official in  
41 the administration responsible for personnel. The parties will have ten (10) working days from  
42 submission of the written statement of grievance to resolve it by indicating on the statement of  
43 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign  
44 it.  
45

46 **Section 15.2.3. Step III.**

47 If no settlement has been reached within the ten (10) working days referred to in the preceding  
48 subsection, and the Association believes the grievance to be valid, a written statement of grievance

1 shall be submitted within ten (10) working days to the District Superintendent or the  
2 Superintendent's designee. After such submission, the parties will have ten (10) working days  
3 from submission of written statement of grievance to resolve it by indicating on the statement of  
4 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
5 sign it.

6  
7 **Section 15.2.4. Step IV.**

8 If no settlement has been reached within the ten (10) working days referred to in the preceding  
9 subsection, and the Association believes the grievance to be valid, a demand may be made within  
10 twenty (20) working days for arbitration of the grievance. The Voluntary Labor Arbitration Rules  
11 of the American Arbitration Association may be utilized. The arbitrator's award shall be final and  
12 binding upon all parties.

13  
14 **Section 15.2.5.**

15 It is agreed that:

- 16  
17 A. Matters involving employee evaluation are specifically excepted and excluded from being  
18 arbitrable under this Article.  
19 B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this  
20 Agreement.  
21 C. The fees and expenses of the Arbitrator shall be equally shared by the parties.

22  
23 **Section 15.3. Non-Discrimination Clause.**

24 The grievance or arbitration discussions shall take place whenever possible on school time. The employer  
25 shall not discriminate against an individual employee or the Association for taking action under this  
26 Article.

27  
28  
29  
30 **ARTICLE XVI**

31  
32 **SALARIES AND COMPENSATION**

33  
34 **Section 16.1. Compensation Requirements.**

35 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
36 worked. Consistent with payroll processing requirements and capabilities, each employee shall receive a  
37 full accounting and itemization of authorized deductions, hours worked, and rates paid with each  
38 paycheck.

39  
40 **Section 16.1.1. Monthly Payroll.**

41 Employees shall receive twelve (12) paychecks per year. For all work other than the regular  
42 scheduled time the employer shall compensate the employee through the District's regular time  
43 card procedure.

44  
45 **Section 16.2. Schedule A.**

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

1 **Section 16.2.1.**

2 At the beginning of each school year, employees who have completed at least one-half (½) of their  
3 position's work year the prior school year will be granted one year of experience toward the next  
4 higher step on Schedule A for that position. Paid leave days shall count as days completed for the  
5 purposes of this section.  
6

7 **Section 16.2.2.**

8 For the 2018-19 school year, the wage rates on Schedule A shall be increased by the previous  
9 calendar year's annual average consumer price index, using the official current base compiled  
10 by the bureau of labor statistics, United States department of labor, for the city of Seattle. For  
11 the 2019-20 school year, the first step on Schedule A shall be increased by the implicit price  
12 deflator for that fiscal year (as defined in RCW 28A.400.205), plus an additional 1%.  
13

14 Additionally, for the 2019-20 school year, the base wage rates on Schedule A shall be  
15 eliminated and the "2-3 Step" shall be modified to include the entry-level year. Furthermore,  
16 for the 2019-20 school year, the indexing between the wage rates base step and each of the next  
17 two steps will be increased to 1.5% between each and the indexing between the following steps  
18 will be increased to 1.75%.  
19

20 **Section 16.2.3. Salary Increase Contingency.**

21 Salary increases above the state-funded dollars are contingent upon successful levy passage and  
22 two levy collections per year. However, if the District decides not to implement these raises  
23 because of a levy loss, the parties agree to negotiate the impact.  
24

25 **Section 16.3. Calculation of Hours.**

26 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (¼) hour.  
27

28 **Section 16.4. Mileage.**

29 An employee incurring additional personal expense as a result of travel during working hours in his or her  
30 private vehicle for the benefits of the employer shall be reimbursed at the prevailing District per mile rate.  
31

32 **Section 16.5. Overnight Reimbursement.**

33 Employees required to remain overnight on District business shall be reimbursed for reasonable and  
34 necessary room and board expenditures.  
35

36 **Section 16.6. License Fees Reimbursed.**

37 The District agrees to reimburse employees for any licenses or training required by the District to maintain  
38 continued employment.  
39

40 **Section 16.7. Vandalized Property.**

41 Any employee whose personal vehicle is vandalized on school District property during working hours  
42 shall be entitled to compensation for either the deductible portion of the employee's personal automobile  
43 insurance up to a two hundred dollar (\$200.00) maximum per occurrence or the actual cost of repair up to  
44 a two hundred dollar (\$200.00) maximum per occurrence. In order to recover such amount, the employee  
45 must submit a signed police report in support of the claim.  
46

47 **Section 16.8.**

48 Course and license fees for required work-related training shall be reimbursed by the District.



1  
2 **Section 16.9.**

3 Employees assigned specific duties training or mentoring new employees or substitutes shall be paid an  
4 additional \$0.35 per hour for the hours actually spent training or mentoring.  
5

6 **Section 16.9.1. Footwear Allowance.**

7 Each employee shall be reimbursed annually up to \$100.00 upon submission of receipts for  
8 non-skid work appropriate footwear. The District will provide standard operating procedures  
9 for obtaining reimbursement. There shall be no carryover from the previous year.  
10  
11

12  
13 **ARTICLE XVII**

14  
15 **TERM AND SEPARABILITY OF PROVISIONS**

16  
17 **Section 17.1. Duration.**

18 The term of this Agreement shall be September 1, 2017 through August 31, 2020. By April 1<sup>st</sup> of each  
19 school year, employees will get the work calendar for the following school year.  
20

21 **Section 17.2.**

22 The parties acknowledge that each has had the unlimited right and opportunity to make demands and  
23 proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise  
24 of that right and opportunity are set forth in this Agreement. Except as specifically stated in this  
25 Agreement, the District and the Association for the duration of this Agreement each voluntarily and  
26 unqualified agree to waive the right to oblige the other party to negotiate with respect to any subject or  
27 matter covered or not covered in this Agreement unless mutually agreed otherwise.  
28

29 **Section 17.3. Conformity to Law.**

30 If any provisions of this Agreement or the application of any such provision is held invalid, the remainder  
31 of this Agreement shall not be affected thereby.  
32

33 **Section 17.3.1.**

34 Neither party shall be compelled to any provision of this Agreement which conflicts with state or  
35 federal statutes or regulations promulgated pursuant hereto.  
36

37 **Section 17.3.2.**

38 In the event either of the two (2) previous sections is determined to apply to any provision of this  
39 Agreement, such provision shall be renegotiated pursuant to Section 17.3.  
40  
41

42  
43 **ARTICLE XVIII**  
44 **NO STRIKE**

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46 **Section 18.1.**

47 The Association agrees that there shall be no work stoppage or interruptions of regularly assigned duties  
48 during the life of this Agreement.

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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON

PENINSULA CHAPTER  
CUSTODIAL UNIT #621

PENINSULA SCHOOL DISTRICT #401

BY: \_\_\_\_\_  
Dallen McQueen, Chapter President

BY: \_\_\_\_\_  
Karen Andersen, Chief Financial Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Peninsula Custodial  
Schedule A  
September 1, 2017 – August 31, 2018

	<b>1 Base</b>	<b>2-3 Perm.</b>	<b>4-7 \$0.15</b>	<b>8-11 \$0.25</b>	<b>12-15 \$0.40</b>	<b>16-19 \$0.50</b>	<b>20-22 \$0.60</b>	<b>23+ \$0.75</b>
Extra Shift (8%)	\$17.14	\$19.71	\$19.87	\$19.98	\$20.14	\$20.25	\$20.36	\$20.52
Custodian	\$15.87	\$18.25	\$18.40	\$18.50	\$18.65	\$18.75	\$18.85	\$19.00
Extra Shift (8%)	\$19.15	\$22.02	\$22.18	\$22.29	\$22.45	\$22.56	\$22.67	\$22.83
HS Night Lead	\$17.73	\$20.39	\$20.54	\$20.64	\$20.79	\$20.89	\$20.99	\$21.14
Elem Head	\$18.45	\$21.22	\$21.37	\$21.47	\$21.62	\$21.72	\$21.82	\$21.97
MS Head	\$18.61	\$21.40	\$21.55	\$21.65	\$21.80	\$21.90	\$22.00	\$22.15
HS Head	\$18.79	\$21.61	\$21.76	\$21.86	\$22.01	\$22.11	\$22.21	\$22.36
Security Specialist	\$20.15	\$20.27	\$20.42	\$20.52	\$20.67	\$20.77	\$20.87	\$21.02

Substitute            \$14.28    (90% of custodian base)  
Senior Substitute    \$15.08    (95% of custodian base)

**LETTER OF AGREEMENT**

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THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF PENINSULA CUSTODIAL UNIT AND THE PENINSULA SCHOOL DISTRICT #401 PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

Beginning in the 2018-19 school year, the District will increase the work year for certain positions. Thirteen 209-day custodial positions will be assigned by the District a 260-day work year. The parties will work together in labor management to determine the method of assignment of existing employees to those affected positions.

During student breaks, all custodial positions may be assigned on an occasional basis to perform work at locations as determined by the District. The intent of this is to allow for the District to assign custodians on as needed basis to allow for deeper cleaning and for special projects.

During summer breaks, all 260-day employees will be assigned a day shift except for those employees assigned to the ESC, the high school pool, the night custodian assigned to Henderson Bay High School and one additional 260-day custodian at each comprehensive high school.

This Letter of Agreement shall become effective September 1, 2018, shall remain in effect until August 31, 2020, and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

PENINSULA CUSTODIAL UNIT #621

PENINSULA SCHOOL DISTRICT #401

BY: \_\_\_\_\_  
Dallen McQueen, Chapter President

BY: \_\_\_\_\_  
Karen Andersen, Chief Financial Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_