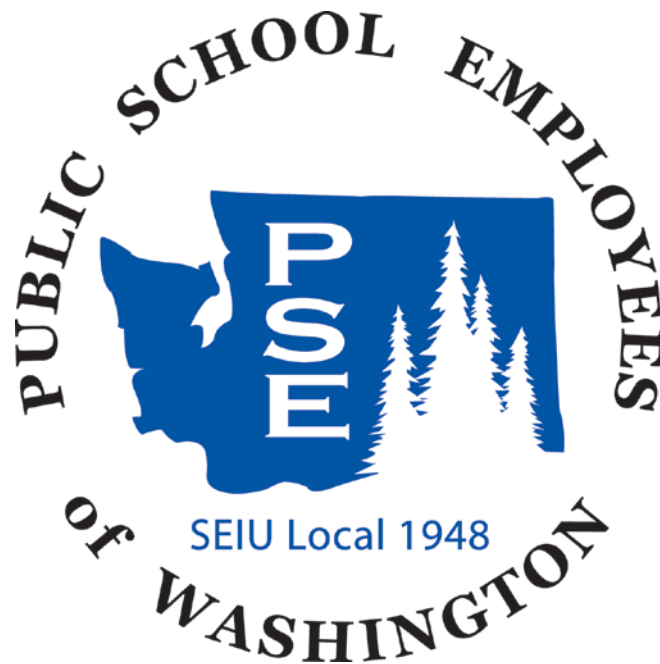


COLLECTIVE BARGAINING AGREEMENT BETWEEN
PENINSULA SCHOOL DISTRICT
AND
PUBLIC SCHOOL EMPLOYEES OF PENINSULA
CUSTODIAL UNIT

SEPTEMBER 1, 2014 - AUGUST 31, 2017



Public School Employees of Washington/SEIU Local 1948
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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
25 reserves the right to modify job descriptions during the term of this Agreement and the Union may request
26 to 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.

34
35
36 **ARTICLE II**

37
38
39 **RIGHTS OF THE DISTRICT**

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.

15
16
17 **ARTICLE III**

18
19
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
29 in 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
13 the 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.
37
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39

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
46
47

1 matters and practices which are within the authority of the District; and to enter collective negotiations
2 with the 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

1 bargaining agreement will be open for negotiations, the Association will be allowed up to thirty (30)
2 hours of release time to use for negotiation preparations. The Association will reimburse the cost to
3 the District of any necessary substitutes.
4
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7 ARTICLE VII

8 HOURS OF WORK AND WORKING CONDITIONS

9 **Section 7.1. Workweek.**

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

21 **Section 7.3. Night Shift.**

22 Hours worked between 6:00 p.m. and 6:00 a.m. shall be paid eight percent (8%) per hour above scale.
23

24 **Section 7.3.1. Normal Work Shift.**

25 A normal shift shall consist of eight and one-half (8½) hours including a thirty (30) minute
26 uninterrupted lunch period as near the middle of the shift as is practicable and also including an
27 appropriate first half and appropriate second half rest period both of which rest periods shall occur
28 as near the middle of the half shift as is practicable.
29

30 **Section 7.4.**

31 In the event an employee is assigned to a shift less than the normal work shift previously defined in the
32 Article, the employee shall be given a fifteen (15) minute rest period for each two (2) hours of work.
33

34 **Section 7.5. Lunch Period.**

35 Employees required to work through their regular lunch periods will be given time to eat at a time agreed
36 upon by the employee and supervisor. In the event the District requires an employee to forego a lunch
37 period and the employee works the entire shift, including lunch period, the employee shall be
38 compensated for the foregone lunch period at overtime rates.
39

40 **Section 7.6. Work Performed In Higher Classification.**

41 Employees who are specifically asked by their administrative supervisor to work a shift and perform
42 the responsibilities and functions regularly assumed by an employee in a higher classification shall
43 receive compensation equal to that of the higher classification. Employees shall be offered the
44 opportunity to substitute into a higher paid or more hour position on a seniority basis within their
45 assigned building or special crew; provided, however, a high school Night Foremen, *regardless of*
46 *seniority*, shall first be offered the opportunity to substitute for the Building Head Custodian. If no
47 employee in the building accepts the assignment, the District may assign the work to a substitute

1 employee. A seniority-based list of qualified District-wide employees interested in working for a head
2 custodian shall be maintained and utilized if the District determines that no qualified sub is available.
3 Assignment from the list shall be on a rotating basis of those employees qualified to fill the open head
4 custodian position. Employees who are offered the position will then be moved to the bottom of the
5 list. The District shall work to prevent the reassignment of employees on the seniority based list to
6 non-head custodial jobs as a result of otherwise available substitutes being assigned a Head Custodial
7 position. Employees filling a head custodian position shall remain assigned to that head custodian
8 position until the head custodian returns, notwithstanding Section 10.7.3.

9
10 **Section 7.6.1. Supervision of Students.**

11 Custodial employees shall not be required to supervise students without appropriate support or
12 training.

13
14 **Section 7.7. Work During School Closure.**

15 Year-round employees in the bargaining unit are expected to report to work during school closures which
16 result from inclement weather, plant inoperation, or the like. Employees who work less than year-round
17 are not expected to report to work during such school closures and their work year shall be modified in a
18 manner consistent with the student calendar.

19
20 **Section 7.8. Overtime.**

21 Overtime assignments shall be first offered to employees, including float employees who are assigned
22 partially in the affected building. If no one in the building volunteers for the overtime, it shall be
23 offered on a District-wide seniority basis to those employees signing up on an overtime list. If no
24 employee volunteers to work overtime hours, the supervisor may offer the overtime work to a
25 substitute employee, and if no substitute is available, then the supervisor shall recall the employees on
26 the overtime list. If no employee volunteers at this time, assignment will be at the supervisor's
27 discretion.

28
29 **Section 7.8.1. Assignment of Overtime.**

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

33
34 **Section 7.8.2. Compensation Rate.**

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

40
41 **Section 7.8.3. Pay for Seventh Consecutive Day.**

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

44
45 **Section 7.8.4. Call Back Provisions.**

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

1 Employees shall not be required to modify their off-duty activities to remain available for alarm
2 phone calls.
3
4

5 6 **ARTICLE VIII**

7 8 **HOLIDAYS AND VACATIONS**

9 10 **Section 8.1. Holidays.**

11 All employees shall receive the following paid holidays:

- | | | |
|----|--------------------------------|---|
| 12 | | |
| 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 | | |

20 *Less than twelve month employees qualify for these holidays if working the business day before or after
21 the holiday.
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 **Section 8.1.2. Unworked Holidays.**

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

38 **Section 8.1.3. Worked Holidays.**

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

43 **Section 8.1.4. Holidays During Vacation.**

44 If a holiday should fall within the vacation time, that day shall not apply against vacation
45 allowance. Vacation time may be taken during any time of the year. However, in order to assure
46 that the operation of the District is not disrupted, vacation must be worked out by mutual
47 agreement of the District and the employee.

1 **Section 8.2. Vacations.**

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

8
9 Eligibility for use of vacation credit shall be determined as follows: a twelve-month employee becomes
10 eligible to use his/her vacation credit after reaching his/her first anniversary date. Time on layoff and time
11 on authorized leave of absence will be counted as continuous service for the purpose of establishing and
12 retaining anniversary dates.

13
14 Less than full-time employees who work at least 180 days per year shall be credited with a full year of
15 service toward vacation pay if they become full-time employees.

16
17 **Section 8.2.1. Vacation Call Back.**

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

20
21 **Section 8.2.2. Accrued Vacation Paid At Termination.**

22 Employees who terminate employment and give at least one (1) week written notice, shall receive
23 payment for unused accrued vacation credit with their final paycheck.

24
25 **Section 8.2.3. Accrual Maximum.**

26 Vacation may be accumulated up to thirty (30) days.

27
28 **Section 8.2.4. Vacation Request Procedures.**

29 Employees must submit a written request in advance of the intended use of vacation time. Such
30 request must be received at least thirty (30) days in advance if more than five (5) days are intended
31 to be used; if five (5) days or less are intended to be used, such request must be received at least
32 five (5) days in advance unless there is an emergency situation. All requests will be submitted to
33 the immediate supervisor except in emergency situations when such requests shall be submitted to
34 the Superintendent or designee. No more than two head custodians may use vacation leave on a
35 school day. In the event a request is denied by the immediate supervisor, the denial shall be in
36 writing stating the reason for denial. Such employee may forward the original request and denial
37 with reasons to the Superintendent or designee for a determination. Denial of vacation requests
38 are not subject to the grievance procedure.

39
40 **Section 8.2.5.**

41 Employees may not schedule vacation during the period beginning one (1) week prior to the first
42 day of school and ending one (1) week after the first day of school as well as the period beginning
43 one (1) week prior to the last day of school and ending one (1) week after the last day of school.

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ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

Section 9.1.1. Accrual Procedures.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year, or at least that portion of ten (10) days which represents that relationship between days worked and the amount of days normally worked in a full 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 base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

Section 9.1.2. Sick Leave Transferable.

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

Section 9.1.3. Sick Leave Incentive.

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

Section 9.1.4. Use of Leave.

Sick leave may be used for the following purposes:

- A. Personal illness or injury.
- B. Leave for emergencies.
- C. Appointments with medical or dental doctors or other legally recognized practitioners to prevent illness or preserve the health of the employee and which cannot be scheduled outside school hours.

1
2 D. In accordance with RCW 49.12.270, as now or hereafter amended, to care for a child of the
3 employee with a health condition that requires treatment or supervision, or a spouse, parent,
4 parent-in-law, or grandparent of the employees who has a serious health condition or an
5 emergency condition.

6
7 E. For therapy appointments related to on the job injury.
8

9 **Section 9.2. Attendance Incentive Program.**

10 The parties mutually agree to enter into an attendance incentive program (sick leave buy back) as outlined
11 by state law.
12

13 **Section 9.3. Doctor's Certificate.**

14 At the discretion of the District, a doctor's certificate may be required for illness of more than three (3)
15 consecutive days or when there is a suspicious pattern of usage or other evidence of abuse.
16

17 **Section 9.3.1.**

18 Each employee shall be granted two (2) personal leave days per year. Personal leave days are not
19 accumulated and may not be used to extend vacations or holiday periods. These days will be
20 charged to sick leave.
21

22 **Section 9.4. Family Medical Leave.**

23 The District will comply with the FMLA pursuant to the school district board policy.
24

25 **Section 9.5. Bereavement Leave.**

- 26
27 A. Five (5) days maximum leave for the death of husband, wife, mother, father, son, or daughter shall be
28 granted.
29 B. Two (2) days maximum leave for the death of a mother-in-law, father-in-law, sister or brother shall be
30 granted.
31 C. One (1) day maximum leave for funerals of other relatives shall be granted.
32 D. When extended travel is necessary in order to attend a funeral or memorial service, extended time for
33 travel may be requested.
34

35 **Section 9.6. Maternity Leave.**

36 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
37 time as the employee and her medical advisor deem necessary. Employees granted maternity leave must
38 return to work not later than one (1) year following the granting of the maternity leave. Employees
39 granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance
40 with Section 9.1.1, 9.2, 9.8 and 9.10. Before returning to work, the employee must be certified by her
41 physician as ready and able to return.
42

43 **Section 9.7. Judicial Leave.**

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

1 **Section 9.8. Leave of Absence.**

2 Upon recommendation of the immediate supervisor through administrative channels to the
3 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
4 leave of absence for a period not to exceed one (1) year. Request for such leave is to be made in writing.
5 A leave of absence is to be requested and granted only for a specific period of time. All requests will be
6 considered in light of available substitutes and, when granted, will be without compensation.
7

8 **Section 9.8.1. Leave of Absence One Year or Less.**

9 The returning employee will not necessarily be assigned to the identical position occupied before
10 the leave of absence. However, provided a vacancy exists for which the employee is qualified, the
11 employee shall be reinstated to a position equivalent in duties and salary to that held at the time
12 the request for leave of absence was approved.
13

14 **Section 9.8.2. Leave of Absence Less Than Six (6) Months.**

15 In the event an employee is granted a leave of absence less than six (6) months, such employee
16 will be assigned to the position occupied before the leave of absence, or, if the position is not
17 available in the District, to a position substantially equal. Employees hired to fill positions of
18 employees on leaves of absence less than six (6) months will be informed of this provision by the
19 District and shall be subject to all provisions of this Agreement except Article X.
20

21 **Section 9.9. Protracted Illness Leave.**

22 Any employee who has completed the probationary period shall be entitled to non-compensated Leave of
23 Absence in cases of protracted illness or injury as certified by their physician.
24

25 **Section 9.9.1.**

26 Upon application to the District, such leave shall be granted for the period of actual illness or
27 injury up to one (1) year. If additional time is necessary, written application must be made to the
28 District and up to one (1) additional year may be granted at the discretion of the District. An
29 employee who has been on protracted illness leave for more than six (6) months shall give twenty
30 (20) working days notice in writing of intent to return to work. An employee who has been off
31 less than six (6) months shall give ten (10) days notice of intent to return to work. Before the
32 employee may return to work, he/she shall have his/her fitness to return to work certified in
33 writing by the attending physician. Upon returning, the employee shall be returned to the position
34 he or she had, unless the position has been abolished, or a general reduction in force has placed a
35 more senior employee in the position. In those cases, the employee shall be returned to an
36 equivalent a position as possible without violating the terms of Article X.
37
38
39

40 **ARTICLE X**

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

42 **Section 10.1. Seniority Defined.**

43 The seniority date of an employee within the bargaining unit shall be established as of the date on which
44 the employee began continuous daily employment unless such seniority shall be lost as hereinafter
45 provided. The seniority date shall be adjusted only for unpaid leaves of absence greater than ten (10)
46
47

1 cumulative days. Time spent as a substitute employee shall not count for the purposes of seniority. Time
2 spent in a probationary status will count for the purposes of seniority. An employee changing
3 classifications shall retain the seniority held in the prior classification for one year from the date of hire in
4 the new classification.

5
6 **Section 10.2. Application to Unit.**

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

9
10 **Section 10.3. Loss of Seniority Rights.**

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

- 12
13 A. Resignation:
14 B. Discharge for justifiable cause; or
15 C. Retirement.
16 D. Change in classification, except as provided in Section 10.1.

17
18 **Section 10.4. Seniority Rights.**

19 The employee with the earliest seniority shall have absolute preferential rights regarding shift selection,
20 vacation periods and special services (including overtime), subject to Section 7.8. The employee with
21 the earliest seniority date shall have preferential rights regarding layoffs when ability and performance
22 are substantially equal to junior employees. If the District determines that seniority rights should not
23 govern because a junior employee possesses ability and performance substantially greater than a senior
24 employee or senior employees, the District shall set forth in writing to the employee or employees and
25 the organization's grievance committee chairperson that a bypass has occurred. Prior to filing a
26 grievance, the bypassed employee(s) shall request a meeting with the Human Resources administrator
27 to discuss the reasons for the bypass. The Association and/or employee shall set out in writing the
28 reasons why the District's decision doesn't meet the standard for bypass set forth above prior to filing a
29 grievance. The parties agree to extend timelines for filing grievances to accommodate this information
30 sharing process.

31
32 In the filling of a new or open head custodian, lead custodian position or the ESC custodian position,
33 the District will interview at least the three most senior candidates. To be eligible to be interviewed for
34 a head custodian position, the employee must also have the prior two years of satisfactory evaluations
35 and have no disciplinary action within the last year. Prior to the interview, each of the selected
36 candidates shall, at the District's discretion, be provided an opportunity to work in the head custodian
37 position in the building for a minimum of two school days when students are present. If the District
38 determines not to offer a trial interview then it will consult with the Union regarding that decision.
39 Performance during this opportunity may be considered during the selection process. Additionally, the
40 District may consider the employee's work performance, skills and abilities.

41
42 In the filling of other custodial positions, the employee with the earliest seniority date who applies for
43 the position will be placed into the vacancy. To be eligible to be placed in a non-lead custodial
44 position, the employee must also have the prior five years of satisfactory evaluations and have no
45 disciplinary action within the last year. If the District has more than one open position, it may hold a
46 "bidding rodeo" for job selection among interested current employees. Substitute employees will not
47 be eligible to attend the "bidding rodeo".

1 **Section 10.5. Probationary Status Employees.**

2 Newly hired regular employees shall remain in a probationary status for a period of not more than sixty
3 (60) working days following the hire date. During this probationary period the District may discharge
4 such employee at its discretion. Upon completion of the probationary period, the employee will be
5 subject to all rights and duties contained in this Agreement.
6

7 **Section 10.6. Trial Period.**

8 Employees bidding on a promotional (increased compensation) position shall be granted a twenty (20)
9 school day trial period during which the employee may return to the previously held position or the
10 District may return the employee to the previous position.
11

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

13 The District shall publicize within the bargaining unit for five (5) working days the availability of open
14 positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall
15 be forwarded to the President of the Association and to the Association representative of the classification
16 concerned.
17

18 **Section 10.7.1. Posting Vacated Position.**

19 All jobs shall be posted within ten (10) working days of being vacated.
20

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

22 Temporary employees may be used in unassigned positions for up to twenty (20) consecutive days
23 in any school year unless the District notifies the Association that such position would be
24 extended and the rationale thereof.
25

26 **Section 10.7.3.**

27 Positions open temporarily due to employee injury reasonably anticipated for a period longer than
28 forty (40) workdays shall be posted on a temporary basis for regular employees. Employees are
29 eligible to apply if the assignment would result in the employee receiving additional compensation
30 (excluding overtime opportunities). When moving to a higher classification, preference will be
31 shown for in-building candidates before Section 10.4 applies.
32

33 **Section 10.7.4.**

34 During the interview process, reasonable efforts will be made to include on the interview team at
35 least one custodial unit employee.
36

37 **Section 10.8. Layoff Pool.**

38 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
39 District according to seniority. Such employees are to have absolute priority in filling an opening for
40 which they are qualified. Names shall remain on the reemployment list for two (2) years.
41

42 **Section 10.9. Current Address Required.**

43 Employees on layoff status shall file their addresses in writing with the personnel office of the District
44 and shall thereafter promptly advise the District in writing of any change of address.
45
46
47

1 **Section 10.10. Forfeiture of Reemployment Rights.**

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

5
6 **Section 10.11. Evaluations.**

7 Each employee shall be evaluated annually by an administrator. Such evaluation shall be in writing and
8 discussed with the employee prior to being placed in the employee's personnel file. The employee will
9 sign the evaluation report to acknowledge receipt. The employee shall be allowed to make written
10 comments concerning the evaluation report. Deficiencies recorded by the evaluator in the work
11 performance of an employee shall be stated in specific terms and the evaluator shall provide the employee
12 with written recommendations for improvement.

13
14
15
16 **ARTICLE XI**

17 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

18
19
20 **Section 11.1.**

21
22 A. **Just Cause Provision.** Employees, other than probationary or substitute, shall be disciplined or
23 discharged only for justifiable cause. The issue of justifiable cause shall be resolved in accordance
24 with the grievance procedure hereinafter provided. If the District has reason to reprimand an
25 employee, it shall be done in a manner which will not embarrass the employee before other employees
26 or the public.

27
28 B. **Records Access.** The Association recognizes that the Washington Public Records Act may in certain
29 cases force the employer to release disciplinary communications. Prior to release of such records, the
30 Association president and the affected employee shall be given five (5) working days notice.

31
32 **Section 11.2. Notice of Termination or Resignation.**

33 Normal termination or resignation shall require a two (2) week written notice.
34
35
36

37 **ARTICLE XII**

38 **INSURANCE AND RETIREMENT**

39
40
41 **Section 12.1. District Medical Contribution.**

42 The District shall contribute monthly the state appropriated amount for medical benefits, less the health
43 care authority retirement deduction, toward the monthly premium cost of employee insurance.
44 Contributions shall be paid toward the cost of District approved insurance programs for employees on a
45 full-time equivalency basis of 1,440.
46
47

1 **Section 12.1.1. Insurance Pooling.**

2 Effective September 1 annually, the amount of state insurance benefits received by the District for
3 the employees of the bargaining unit shall be pooled for the benefit of bargaining unit employees
4 in a manner mutually agreeable to the District and the Association.
5

6 **Section 12.2. Tort Liability.**

7 The District shall provide tort liability coverage for all employees subject to this Agreement but limited to
8 public bodily injury and property damage liability coverage as provided in the District's liability insurance
9 policies.
10

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

12 During the period that an employee is on unpaid leave of absence due to an on-the-job injury covered by
13 workers' compensation, the District will continue to pay the normal share from the state funded pool of
14 the employee's insurance cost in accordance with Section 12.1 and 12.1.1 if greater than the District
15 contribution until eligible for long-term disability/salary insurance.
16

17 **Section 12.4. Retirement.**

18 The District shall report on behalf of the employees as required by the appropriate retirement system.
19
20
21

22 **A R T I C L E X I I I**

23 **V O C A T I O N A L / I N S E R V I C E T R A I N I N G**
24
25

26 **Section 13.1. Budget for Training.**

27 In the mutual interests of the District and the Association, there may be established a budget which may
28 be used by employees subject to this Agreement for vocational improvement.
29

30 **Section 13.2. Approval Process.**

31 Such funds may be utilized for the following purposes if approved by the supervisor and the designated
32 District administrator with budget authority for these funds.
33

34 **Section 13.2.1. Items Reimbursed.**

35 Salary and reimbursement for employees subject to this Agreement to attend recognized
36 vocational/in-service courses.
37

38 **Section 13.2.2.**

39 Expenses and materials to establish courses of study within the confines of the District which
40 would be of mutual benefit to the employee and the District.
41

42 **Section 13.2.3.**

43 Purchase of recognized vocational courses from local, state, or national educational institutes
44 which would improve the potential of employees subject to this Agreement. Leadership classes
45 offered by the District shall be available to all employees and offered at various times throughout
46 the year.
47

1 **Section 13.2.4.**

2 Employees attending required courses at the discretion of the District shall be reimbursed for
3 mileage.
4

5 **Section 13.3.**

6 Employees will be reimbursed at their regular hourly rate per hour for attending first-aid and
7 recertification courses; provided, however, the employee must successfully complete the course in order
8 to receive compensation therefore.
9

10 **Section 13.4.**

11 Employees shall receive their regular hourly rate for all hours in attendance at required departmental
12 meetings.
13

14 **Section 13.5. Written Notice Required.**

15 When the District requires, requests, or suggests that a course be taken, such will be done in writing in
16 order to be official notice to the employee.
17

18 **Section 13.6.**

19 Beginning in the 2015-2016 school year, the district will set aside \$5,000 for the purpose of
20 implementation and development of a professional development program as determined by the
21 committee, including the new custodial services supervisor.
22
23
24

25 **ARTICLE XIV**

26 **MAINTENANCE OF MEMBERSHIP AND CHECKOFF**

27 **Section 14.1. Dues Required.**

28
29 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of
30 the Association in good standing shall, as a condition of employment, maintain his/her membership in the
31 Association in good standing during the period of this Agreement.
32
33

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

35 All employees in classifications subject to this Agreement who are not members of this Association on
36 the effective date of this Agreement and all employees in classifications subject to this Agreement who
37 are hired at a time subsequent to the effective date of this Agreement shall, as a condition of employment,
38 become members in good standing of the Association within forty (40) days of the effective date of this
39 Agreement or within forty (40) days of the hire date, whichever is applicable. Such employee shall then
40 maintain his/her membership in the Association in accordance with the previous section.
41

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

43 Notwithstanding the provisions of the probationary period contained in this Agreement, the parties
44 recognize that an employee should have the option of declining to participate as a member in the
45 Association, yet contribute financially to the activities of the Association in representing him/her as a
46 member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of membership
47 requirements of Sections 14.1 and 14.2, an employee who declines membership in the Association may

1 pay to the Association each month a service charge as a contribution towards the administration of this
2 Agreement in an amount equal to the regular monthly dues. This service charge shall be collected by the
3 Association in the same manner as monthly dues.
4

5 **Section 14.4. Religious Exemption.**

6 Nothing contained in this Agreement shall require Association membership of employees who object to
7 such membership based on bona fide religious tenets or teachings of a church or religious body of which
8 such employee is a member. Such employee shall pay an amount equivalent to normal dues to a
9 nonreligious charity or other charitable organizations mutually agreed upon by the employee and the
10 Association. The employee shall furnish written proof that such payment has been made. If the employee
11 and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations
12 Commission pursuant to RCW 41.56.122.
13

14 **Section 14.5. Checkoff.**

15 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such
16 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
17 the Treasurer of the Public School Employees of Washington on a monthly basis.
18

19 A current seniority list of all employees within the bargaining unit will accompany the first transmittal.
20 Thereafter, the District will indicate additions and deletions from payroll deduction using forms provided
21 by the Association.
22

23
24
25 **ARTICLE XV**

26
27 **GRIEVANCE PROCEDURE**
28

29 **Section 15.1.**

30 A grievance is hereby defined as an alleged violation of the terms of this Agreement by the Employer and
31 shall be resolved in strict compliance with this Article.
32

33 **Section 15.1.1.**

34 The Association may file grievances related to alleged violations of the Association's
35 organizational rights under the terms of this Agreement.
36

37 **Section 15.2. Grievance Steps.**

38
39 **Section 15.2.1. Step I.**

40 Employees shall first discuss the grievance with their immediate supervisor (either the building
41 administrator or the administrator responsible for facilities). If employees so wish, they may be
42 accompanied by an Association representative at such discussion. All grievances not brought to
43 the immediate supervisor in accordance with the preceding sentence within ten (10) working days
44 of the occurrence of the grievance shall be invalid and subject to no further processing. The
45 supervisor has five (5) working days to respond from the date of receipt of a Step I grievance.
46
47

1 **Section 15.2.2. Step II.**

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

- 6
- 7 A. The facts on which the grievance is based;
 - 8 B. A reference to the provisions in this Agreement which have been allegedly violated; and
 - 9 C. The remedy sought.
- 10

11 The employee shall submit the written statement of grievance to the building administrator and
12 the administrator responsible for facilities for reconsideration and shall submit a copy to the
13 official in the administration responsible for personnel. The parties will have ten (10) working
14 days from submission of the written statement of grievance to resolve it by indicating on the
15 statement of grievance the disposition. If an agreeable disposition is made, all parties to the
16 grievance shall sign it.

17

18 **Section 15.2.3. Step III.**

19 If no settlement has been reached within the ten (10) working days referred to in the preceding
20 subsection, and the Association believes the grievance to be valid, a written statement of
21 grievance shall be submitted within ten (10) working days to the District Superintendent or the
22 Superintendent's designee. After such submission, the parties will have ten (10) working days
23 from submission of written statement of grievance to resolve it by indicating on the statement of
24 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
25 sign it.

26

27 **Section 15.2.4. Step IV.**

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

33

34 **Section 15.2.5.**

35 It is agreed that:

- 36
- 37 A. Matters involving employee evaluation are specifically excepted and excluded from being
38 arbitrable under this Article.
 - 39 B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this
40 Agreement.
 - 41 C. The fees and expenses of the Arbitrator shall be equally shared by the parties.
- 42

43 **Section 15.3. Non-Discrimination Clause.**

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

47

ARTICLE XVI
SALARIES AND COMPENSATION

Section 16.1. Compensation Requirements.

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

Section 16.1.1. Monthly Payroll.

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

Section 16.2. Schedule A.

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

Section 16.2.1.

At the beginning of each school year, employees who have completed at least one-half (1/2) of their position's work year the prior school year will be granted one year of experience toward the next higher step on Schedule A for that position. Paid leave days shall count as days completed for the purposes of this section.

Section 16.2.2.

During the 2015-16 school year, the base wage rates specified in Schedule A shall be improved by state-funded classified employee percentage increases in salaries in the month they become effective ("state pass-through") plus an additional 1.25% for custodial positions. During the 2016-17 school year, the base wage rates specified in Schedule A shall be improved by state-funded classified employee percentage increases in salaries in the month they become effective ("state pass-through") plus an additional 0.75% for custodial positions. If the state decides to fund classified employee salary increases in any manner other than the percentage increase method used in the past, the District and the Association shall meet to negotiate the manner in which the increases are to be applied to the salary schedule rates.

Section 16.2.3. Salary Increase Contingency.

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

Section 16.3. Calculation of Hours.

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

Section 16.4. Mileage.

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

1 **Section 16.5. Overnight Reimbursement.**

2 Employees required to remain overnight on District business shall be reimbursed for reasonable and
3 necessary room and board expenditures.
4

5 **Section 16.6. License Fees Reimbursed.**

6 The District agrees to reimburse employees for any licenses or training required by the District to
7 maintain continued employment.
8

9 **Section 16.7. Vandalized Property.**

10 Any employee whose personal vehicle is vandalized on school District property during working hours
11 shall be entitled to compensation for either the deductible portion of the employee's personal automobile
12 insurance up to a two hundred dollar (\$200.00) maximum per occurrence or the actual cost of repair up to
13 a two hundred dollar (\$200.00) maximum per occurrence. In order to recover such amount, the employee
14 must submit a signed police report in support of the claim.
15

16 **Section 16.8.**

17 Course and license fees for required work-related training shall be reimbursed by the District.
18

19 **Section 16.9.**

20 Employees assigned specific duties training or mentoring new employees or substitutes shall be paid an
21 additional \$0.35 per hour for the hours actually spent training or mentoring.
22
23
24

25 **ARTICLE XVII**

26 **TERM AND SEPARABILITY OF PROVISIONS**

27 **Section 17.1. Duration.**

28 The term of this Agreement shall be September 1, 2014 through August 31, 2017. By April 1st of each
29 school year, employees will get the work calendar for the following school year.
30
31
32

33 **Section 17.2.**

34 The parties acknowledge that each has had the unlimited right and opportunity to make demands and
35 proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise
36 of that right and opportunity are set forth in this Agreement. Except as specifically stated in this
37 Agreement, the District and the Association for the duration of this Agreement each voluntarily and
38 unqualified agree to waive the right to oblige the other party to negotiate with respect to any subject or
39 matter covered or not covered in this Agreement unless mutually agreed otherwise.
40

41 **Section 17.3. Conformity to Law.**

42 If any provisions of this Agreement or the application of any such provision is held invalid, the remainder
43 of this Agreement shall not be affected thereby.
44

45 **Section 17.3.1.**

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

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Section 17.3.2.

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 17.3.

**ARTICLE XVIII
NO STRIKE**

Section 18.1.

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

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

PENINSULA CHAPTER
CUSTODIAL UNIT

PENINSULA SCHOOL DISTRICT

BY: _____
Dallen McQueen, Chapter President

BY: _____
Charles E. Cuzzetto, Superintendent

DATE: _____

DATE: _____

Peninsula Custodial
 Schedule A
 September 1, 2014 – August 31, 2015

	1	2-3	4-7	8-11	12-15	16-19	20-22	23+
	Base	Perm.	\$0.15	\$0.25	\$0.40	\$0.50	\$0.60	\$0.75
Extra Shift - 8% Custodian	\$1.12 \$14.04	\$1.29 \$16.15	\$1.30 \$16.30	\$1.31 \$16.40	\$1.32 \$16.55	\$1.33 \$16.65	\$1.34 \$16.75	\$1.35 \$16.90
Extra Shift - 8% H.S. Night Foreman	\$1.25 \$15.70	\$1.44 \$18.06	\$1.45 \$18.21	\$1.46 \$18.31	\$1.47 \$18.46	\$1.48 \$18.56	\$1.49 \$18.66	\$1.50 \$18.81
Elem & MS Head	\$16.33	\$18.78	\$18.93	\$19.03	\$19.18	\$19.28	\$19.38	\$19.53
Extra Shift - 8% High School Head	\$1.33 \$16.62	\$1.53 \$19.11	\$1.54 \$19.26	\$1.55 \$19.36	\$1.56 \$19.51	\$1.57 \$19.61	\$1.58 \$19.71	\$1.59 \$19.86
Security Specialist	\$18.69	\$18.81	\$18.96	\$19.06	\$19.21	\$19.31	\$19.41	\$19.56
Substitute	\$10.13							
Senior Substitute	\$11.93	(85% of base)						

LETTER OF AGREEMENT

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:

Employees who earned more than twenty (20) days of vacation per year on August 31, 2004, may make a one-time election by September 10, 2004, to be frozen with the same days per year earned during the 1998-99 school year. These employees will receive pay rates as expressed in this Letter of Agreement rather than Schedule A.

(retaining 20+ days of vacation)
(No increase in hourly rates)

	1	2-3	4-7	8-11	12-15	16-19	20-22	23+
	Base	Perm.	\$0.15	\$0.25	\$0.40	\$0.50	\$0.60	\$0.75
Custodian	\$12.55	\$14.93	\$15.08	\$15.18	\$15.33	\$15.43	\$15.53	\$15.68
H.S. Night Foreman	\$14.08	\$16.78	\$16.93	\$17.03	\$17.18	\$17.28	\$17.38	\$17.53
Elem & MS Head	\$14.64	\$17.40	\$17.55	\$17.65	\$17.80	\$17.90	\$18.00	\$18.15
High School Head	\$14.91	\$17.75	\$17.90	\$18.00	\$18.15	\$18.25	\$18.35	\$18.50

This Letter of Agreement shall become effective upon signature, shall remain in effect until August 31, 2017, and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PENINSULA CUSTODIAL UNIT

PENINSULA SCHOOL DISTRICT #401

BY: _____
Dallen McQueen, Chapter President

BY: _____
Charles E. Cuzzetto, Superintendent

DATE: _____

DATE: _____