

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**COLVILLE SCHOOL DISTRICT #115**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
COLVILLE CUSTODIANS**

SEPTEMBER 1, 2022 – AUGUST 31, 2025



**Public School Employees of Washington / SEIU Local 1948**

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## DECLARATION OF PRINCIPALS

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

## P R E A M B L E

This Agreement is made and entered into between Colville School District Number 115 (hereinafter "District") and Public School Employees of Colville (Custodial Unit), an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

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

## A R T I C L E   I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1. Association Recognition.**

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

#### **Section 1.2. Exempt Positions.**

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

1 **Section 1.3. Bargaining Unit.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
3 the following general job classifications: custodial.

4  
5 **Section 1.4. Substitute Employees.**

6 A substitute employee is one who fills in for a regular employee.

- 7 • Substitute employees who work for less than one-sixth of the time normally worked by full-time  
8 employees in a school year period are not covered by this Agreement.

9  
10 Substitute employees doing bargaining unit work who have worked more than one-sixth of the time  
11 normally worked by full-time employees during the current or immediately preceding school year and  
12 who continue to be available for employment, will be included in the bargaining unit limited to the  
13 following contractual provisions; Article VII, Sections 7.3, 7.4, 7.6, and year 1 rate of pay in the  
14 classification they are substituting for as provided on Schedule A. The substitute will be responsible to  
15 notify the District payroll officer once they have completed the forty-third (43<sup>rd</sup>) day of employment.

16  
17 **Section 1.5. Temporary/Interim Employees.**

18 *Temporary/Interim Position:* A temporary/interim position is one where an opening is created by a  
19 staffing need which does not warrant the posting of a permanent position or when extraordinary needs  
20 require a temporary appointment.

21  
22 Temporary positions shall be posted with specific beginning and ending dates, or likely length of  
23 employment specified on the job posting. New employees to the district who are hired to fill temporary  
24 positions shall be subject to all provision of this Agreement.

25  
26 Temporary/Interim positions that are determined continuing for the following year will be posted and  
27 filled per Section 10.8.

28  
29  
30 **ARTICLE II**

31  
32 **RIGHTS OF THE EMPLOYER**

33  
34 **Section 2.1.**

35 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
36 vested in management officials of the District. Included in these rights in accordance with and subject  
37 to applicable laws, regulations, and provisions of this Agreement, is the right to direct the work force,  
38 the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend,  
39 discharge, demote, or take other disciplinary action against employees; and the right to release  
40 employees from duties because of lack of work or for other legitimate reasons. The District shall retain  
41 the right to maintain efficiency of the District operation by determining the methods, the means, and  
42 the personnel by which operations undertaken by the employees in the unit are to be conducted.

43  
44 **Section 2.2.**

45 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
46 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
47 matters of working conditions, the District shall give due regard and consideration to the rights of the  
48 Association and the employees and to the obligations imposed by this Agreement.

# ARTICLE III

## RIGHTS OF THE EMPLOYEES

### **Section 3.1. Right to Join.**

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

### **Section 3.2. Matters of Personal Concern.**

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

### **Section 3.3. Association Representation.**

Employees subject to this Agreement have the right to have Association representation at any meeting that may be disciplinary in nature.

### **Section 3.4. Delegation.**

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

### **Section 3.5. Employee Discrimination.**

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

### **Section 3.6. Evaluations.**

Employees shall be evaluated annually on a form (Appendix A and B), to be mutually agreed upon by the parties. Such evaluations shall be based on the requirements and duties as outlined in the job description.

#### **Section 3.6.1. Custodial Evaluations.**

The evaluation of the previous year shall be completed by August 31 of each year by the building principal and may include input from the facilities director and/or the lead custodian. Employees shall have the right to attach a written response to the evaluation provided such attachment is submitted within ten (10) workdays of receipt of the evaluation copy.

### **Section 3.7. Personnel File.**

The employee shall be provided a copy of any disciplinary or derogatory material placed in his or her personnel file within five (5) days of its insertion and the employee may review and copy the entire file upon request. Any derogatory material contained in the file may be removed at the end of two (2) years of date of placement in the file upon agreement of the employee, the building administrator, the

1 superintendent, or his designee. An employee may attach comments to any material that is a part of the  
2 personnel file. If the employee feels the material is unfounded and/or inappropriate, an appeal to the  
3 Superintendent will be pursued. If the employee so requests, they may have a PSE representative or  
4 another person present.

### 5 6 **Section 3.8. Email Communication.**

7 Emails are an official communication tool of the District, therefore, employees are responsible to  
8 check their emails with regularity at appropriate times during the course of each day. Employees will  
9 be afforded the opportunity within their workday to access their district email. Association  
10 communications are limited to bargaining unit members and administration.

11  
12 Employees shall be responsible to ensure that their email communications are appropriate. Emails  
13 should only be directed to individuals who “need to know” and “all staff” or large group emails are  
14 likely inappropriate and discouraged.

## 15 16 17 **ARTICLE IV**

### 18 19 **RIGHTS OF THE ASSOCIATION**

#### 20 21 22 **Section 4.1. Representation.**

23 The Association has the right and responsibility to represent the interests of all employees in the unit,  
24 to present its views to the District on matters of concern either orally or in writing, to consult or to be  
25 consulted with respect to the formulation, development, and implementation of industrial relations  
26 matters and practices which are within the authority of the District; and to enter collective negotiations  
27 with the object of reaching an agreement applicable to all employees within the bargaining unit.

#### 28 29 **Section 4.2. Notification of Disciplinary Actions.**

30 The Association shall promptly be notified by the District of any grievances or disciplinary actions of  
31 any employee in the unit in accordance with the provisions of the Discipline, Discharge and Grievance  
32 Procedure Articles contained herein. The Association is entitled to have an observer at hearings  
33 conducted by any District official or body arising out of grievance and to make known the  
34 Association’s views concerning the case.

#### 35 36 **Section 4.3. Delegation to PSE.**

37 The Association reserves and retains the right to delegate any right or duty contained herein to  
38 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State  
39 Organization.

#### 40 41 **Section 4.4. Release Time for Association Business.**

42 The President of the Association and designated representatives will be provided time off without loss  
43 of pay to a maximum of ten (10) days per year to attend regional or State meetings or to attend to  
44 Association Business.

##### 45 46 **Section 4.4.1. Use of Release Time.**

47 Time during working hours will be allowed for designated Association members for attendance  
48 at meetings with the District. Time will 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 4.5. Building Visits.**

Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

**Section 4.6. Bulletin Boards.**

The District shall provide a bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the

Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

**Section 4.6.1. Removal of Notices.**

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

**Section 4.7. Use of Inter-District Communication.**

The Association will have the right to use District email service and staff mailboxes for official Association communication. A courtesy copy will be made available to the building principal on the day of distribution.

**Section 4.8. Use of District Facilities and Equipment.**

The Association will have the right to use District facilities and equipment when such equipment or facilities are not otherwise in use. The association shall pay for the reasonable cost of all materials and supplies incident to such use. District facilities may be used for meetings and to transact official business, except if the business relates to issues defined as work stoppage.

**Section 4.9. Job Descriptions.**

The District shall provide the Association with current job descriptions on request. If the job description is changed, a copy of the changes will be given to the Association President. The creation of a new position or major modification of an existing position shall require opening of this Agreement for negotiations of an appropriate wage rate. Employees may petition the District for a position reclassification.

## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1. Hours, Wages and Working Conditions.**

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

#### **Section 5.2. Consultation.**

It is agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices and procedures.

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

#### **Section 5.3. Workload Information.**

The Association will, from time to time, as appropriate, be advised of current and predicted workload information.

## ARTICLE VI

### ASSOCIATION REPRESENTATION

#### **Section 6.1. Labor and Management.**

The Association will designate up to three (3) members to attend Labor/Management meetings with the Superintendent or the Superintendent's designee and the Superintendent's representatives on a mutually agreeable, regular basis to discuss appropriate matters.

#### **Section 6.2. Purpose.**

The designated members shall represent the Association and employees in meetings with officials of the District to discuss appropriate matters of mutual interest including problems arising relative to the administration of this Agreement.

##### **Section 6.2.1. Supervisor Work Release.**

Designated Association members who attend Labor/Management meetings will, obtain permission from their immediate supervisor to attend such meetings and arrange for a substitute if required. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.

#### **Section 6.3. Other Release Time.**

Time during working hours will be allowed designated Association members for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the



employees' grievances and appropriate matters directly related to work situations in their area or craft and for meeting with new hires per Article XIII. Association representatives will guard against the use of excess time in the handling of such matters.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1. Workweek.**

The workweek shall consist of five (5) consecutive days, followed by two (2) consecutive days of rest; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

During the non-student workdays, the District may allow employees to work four (4), ten (10) hour days as a workweek, so long as at least one (1) employee remains on the job during the fifth (5th) day, when necessary.

#### **Section 7.2. Shift Changes.**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of five (5) calendar days. By mutual agreement of the employee and the supervisor, the employee may move immediately.

#### **Section 7.3. Shifts.**

Each employee shall be assigned to a definite shift with designated times of beginning and ending.

Each full-time shift shall consist of eight (8) hours per day and shall include a fifteen (15) minute first half and a fifteen (15) minute second half rest period. An uninterrupted thirty (30) minute lunch period shall be provided, exclusive of the eight (8) hour workday.

Any shift over five (5) up to seven (7) hours will receive an unpaid thirty (30) minute uninterrupted lunch period and one (1), fifteen (15) minute rest period. Any shift of four (4) up to five (5) hours, will receive one (1), fifteen (15) minute rest period. Employees working less than four (4) hours will receive no rest period.

#### **Section 7.4.**

Custodial employees requested to work a shift regularly filled by a higher classification employee will receive compensation on his/her step at the higher rate.

#### **Section 7.5. School Closure and Late Starts.**

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at their pay rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work.

1 In case of a late start or school closure, employees in the custodial classification are expected to report  
2 to work their shift as soon as they can safely do so. In the event they cannot report to work, they will  
3 take appropriate leave for the day (vacation, personal leave, or compensatory time available).

4  
5 **Section 7.6. Work Beyond Regularly Scheduled Hours.**

6 No additional hours shall be performed without prior approval from the Building Principal or  
7 supervisor, except in the case of an emergency. Management retains the right to assign mandatory  
8 overtime. Employees approved by their supervisor to work additional hours beyond their regularly  
9 scheduled workweek will be compensated the extra time on the following month's regular payroll  
10 cycle via an approved timesheet using established District procedures. Alternatively, with supervisor  
11 approval, an employee may be granted the opportunity to flex their schedule for the workweek and  
12 adjust starting and ending times to maintain the regularly scheduled number of hours per week. In the  
13 case where additional hours are required/occur within the same workweek that leave hours were  
14 utilized (sick, vacation, or personal) such leave hours may be credited back to the employee's leave  
15 bank upon request in order to flex their workweek.

16  
17 **Section 7.6.1. Overtime Payment.**

18 Overtime payment will be in accordance with the Fair Labor Standards Act and Colville  
19 District Policy #5231. Employees approved by their supervisor to work additional hours  
20 beyond forty (40) hours in a workweek will be compensated at one and one-half (1½) their  
21 regular rate of pay on the following month's regular payroll cycle.

22  
23 **Section 7.6.2. Compensatory Time in Lieu of Overtime Payment.**

24 Compensatory time will be in accordance with the Fair Labor Standards Act and Colville  
25 District Policy #5231. Employees approved by their supervisor to work additional hours  
26 beyond forty (40) in a workweek may voluntarily elect to receive compensatory time off in lieu  
27 of overtime payment. To exercise the option of compensatory time in lieu of overtime payment,  
28 an employee must have signed the Colville School District Compensatory Time Consent Form  
29 before overtime occurs. This form can be obtained by contacting Human Resources.  
30 Compensatory time is awarded at the rate of one and one-half (1½) hours for every overtime  
31 hour worked beyond forty (40) hours per week.

32  
33 Any accrued compensatory time over the maximum of two hundred forty (240) hours per  
34 District Policy #5231 will be paid to the employee at the end of the fiscal year.

35  
36 **Section 7.7. Custodial Substitute Option.**

37 Custodians shall be given first priority for work as substitutes if a day custodian is to be absent for five  
38 (5) or more days. The District may use other substitutes if it deems a custodian not qualified or  
39 unavailable. Exceptions to this provision can be made by mutual agreement between the District and  
40 the Association.

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

#### **Section 8.1. Holidays.**

All twelve (12) month employees shall receive the following paid holidays that fall within their work year:

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

#### **Section 8.1.1. Worked Holidays.**

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays.

#### **Section 8.2. Vacations.**

Each employee subject to this Agreement shall receive the following paid vacations:

- |  |   |
|--|---|
| Upon completion of one (1) year of service -----   | Ten (10) days of paid vacation annually     |
| Upon completion of five (5) years of service ----- | Fifteen (15) days of paid vacation annually |
| Upon completion of ten (10) years of service ----- | Twenty (20) days of paid vacation annually  |

Vacations shall be granted only to twelve (12) month employees.

Vacation Leave will be allocated on September 1 each year for vacation earned in the previous school year (prorated for new hires that did not earn a full twelve [12] month allotment). Vacation days shall be taken at reasonable times with written notification and prior Superintendent and/or his designee approval. Vacation days may be accumulated from year to year up to a maximum of thirty (30) days.

Request to use vacation time will be made ten (10) workdays in advance whenever possible. Vacation will be awarded on a first come/first serve basis.

Employees shall be entitled, annually by June 30, to request buy-back of up to ten (10) days of vacation per year at the employee's current hourly rate of pay. Upon retirement or separation from the district, up to thirty (30) days of accumulated vacation may be cashed out. Any remaining vacation days will be lost with no additional compensation cost to the District. In all events, the employee's rights to compensation for vacation shall be interpreted to avoid any risks to the District for any financial penalty, such as excess compensation billings from any retirement systems.

# ARTICLE IX

## LEAVES

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

#### **Section 9.1.1. Sick Leave.**

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. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month.

Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days entitlement. 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 9.1.1.1. Sick Leave Attendance Incentive Program.**

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

#### **Section 9.1.1.2. Sick Leave Cash Out.**

At the time of separation from school District employment, an eligible employee or the employee's estate shall receive remuneration for unused sick leave at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury as provided in RCW 28A.400.210. An eligible employee per the Department of Retirement Systems (DRS) may include but is not limited to:

- A. Employees who are eligible for retirement per DRS who separate from employment due to retirement or death.
- B. Employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service in SERS 3.
- C. Employees who separate from employment and who are at least fifty-five (55) and have at least fifteen (15) years of service in SERS 2.

1 **Section 9.1.2.**

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

7  
8 **Section 9.1.3.**

9 Employees who have accrued sick leave while employed by another public school in the state  
10 of Washington shall be given credit for such accrued sick leave and longevity on the salary  
11 schedule upon employment by the District. (RCW 28A.400.300)

12  
13 **Section 9.1.4. Use of Sick Leave.**

14 Employees may use their accrued, unused paid sick leave to care for the health needs of the  
15 employees' self; an employee's "family member" health needs; when the employee's place of  
16 business, or the employee's child's school or place of care has been closed by order of a public  
17 official for any health-related reason; absences that qualify for leave under the Domestic  
18 Violence Leave Act; and additional purposes allowed by the employer.

19  
20 A "family member" includes the employee's child (including stepchild or foster child), a  
21 parent, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

22  
23 The district may require a doctor's note for sick leave of five (5) days or more, per District  
24 Policy 5401.

25  
26 **Section 9.2. Bereavement Leave.**

27 Up to five (5) days annual bereavement leave. Absences for bereavement shall include Death in the  
28 immediate family (parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, spouse, child,  
29 child's spouse, grandparent, grandchild, or member of the family living in the household). Absences  
30 for bereavement shall be of sufficient duration to allow the employee time to travel to and from the  
31 place of the services. The length of said absence shall be agreed upon by the employee and the  
32 Superintendent, not to exceed five (5) days for any occasion. Anything in excess of five (5) days shall  
33 be considered as emergency leave up to a limit of five (5) days per occurrence and will be deducted  
34 from accrued sick leave.

35  
36 **Section 9.3. Maternity Leave.**

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

44  
45 **Section 9.4. Paternity Leave.**

46 A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the  
47 birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above.



1 **Section 9.5. Judicial Leave.**

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

6  
7 **Section 9.6. Leave of Absence.**

8  
9 **Section 9.6.1.**

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

14  
15 **Section 9.6.2. Return from Leave of Absence.**

16 The returning employee will be assigned to a comparable position occupied before the leave of  
17 absence. Employees hired to fill positions of employees on leave of absence will be hired for a  
18 specific period of time, during which they shall be subject to all provisions of this Agreement.  
19 It shall be the responsibility of the employer to inform replacement employees of these  
20 provisions.

21  
22 **Section 9.6.3. Retention Rights.**

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

27  
28 **Section 9.7. Personal Leave.**

29 Each employee will be granted three (3) days of personal leave per year with prior approval of the  
30 building administrator/supervisor. The employee is not required to state his/her reason(s) for the  
31 request to take such leave days.

32  
33 Three (3) personal days are loaded at the September start of each school year. Up to two (2) days of  
34 personal leave may be carried over from one school year to the next, not to exceed five (5) personal  
35 days at any time. The employee must notify the district payroll department by August 1 of his/her  
36 decision to either save any remaining unused personal days or cash out at his/her hourly rate of pay.

37  
38 Personal leave may not be used during the ten (10) days preceding the start of school, immediately  
39 preceding or following a school holiday or break period, or during the last ten (10) student days except  
40 at the discretion of the superintendent. This leave may be taken in hourly increments.

41  
42 Requests for this leave for three (3) days or less must be submitted at least forty-eight (48) hours prior  
43 to the date for which such leave is requested for building administrator/ supervisor approval. A request  
44 for five (5) consecutive days must be made at least ten (10) days in advance of said leave.

45  
46 **Section 9.8. Employees Leave Sharing.**

47 The District will establish and administer a leave sharing plan in which eligible employees may donate  
48 excess sick leave for use by a staff member who is suffering from an extraordinary or severe illness,



injury, impairment or physical or mental condition. The value of leave transferred is based upon the current salary rate of the person receiving the leave. The value of any leave transferred under this policy, which remains unused shall be returned at its original value to the staff member who donated the leave.

#### **Section 9.9. Family and Medical Leave.**

The District shall provide Family and Medical Leave for the employee pursuant to Federal Law (Family and Medical Leave Act of 1993), State Law (Washington Family Care Act – WFCA) and District policy # 5404. This leave guarantees eligible employees up to twelve (12) weeks of job-protected leave.

Employees who have worked for the District for a period of twelve (12) months and have accrued one-thousand two-hundred and fifty (1,250) hours of service during that twelve (12) month period are eligible for this leave.

##### **Section 9.9.1. Maternity Leave (For Employees Not Qualifying for FMLA).**

To be entitled to maternity leave, an employee will inform the District at least one (1) month in advance of her intention to take leave. The exact beginning and ending dates of maternity leave will be determined by the employee's physician. The leave is to be deducted from sick leave. Seniority will accrue during this leave. This leave may also be used in the case of adoption or placement of a child in the home for foster care. This leave will be executed in conjunction with federal and state law as applicable.

##### **Section 9.9.2. Paternity Leave (For Employees Not Qualifying for FMLA).**

A male employee, upon request, shall be granted a maximum of five (5) days leave, on or about the date of his child's birth. Such leave is deducted from sick leave. An employee may request additional days by submitting a written application to the Superintendent or designee. This leave may also be used in the case of adoption or placement of a child in the home for foster care. This leave will be executed in conjunction with federal and state law as applicable.

#### **Section 9.10. Domestic Violence Leave.**

The District will provide leave in accordance with state law which allows victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and obtain health care. Such leave will be with pay (provided leave is available) or without pay at the employee's discretion. Employees may also take reasonable leave to help a family member obtain needed treatment or services. For this section, family members include a child, spouse, parent, parent-in-law, grandparent, or a person whom the employee is dating.

#### **Section 9.11. Faith or Conscience Leave.**

Each employee covered by this Agreement is entitled to two (2) unpaid days per year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization unless such leave will pose an undue hardship as set forth in the WAC that will be promulgated by OFM.

## ARTICLE X

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### **Section 10.1. Seniority Date.**

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

#### **Section 10.2. Probation.**

Each new hire shall remain in a probationary status for a period of not more than one (1) year following the hire date. During this probationary period the District may discharge such employee at its discretion.

#### **Section 10.3. Completion of Probation.**

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

#### **Section 10.4. Seniority Rights Lost.**

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

- A. Resignation from a bargaining unit position.
- B. Discharge for justifiable cause.
- C. Retirement.

#### **Section 10.5. Seniority Rights Retained.**

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

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves.
- D. Time spent in layoff status as hereinafter provided.

#### **Section 10.6. Seniority by Classification.**

Seniority rights shall be effective within each classification.

#### **Section 10.7. Preferential Rights.**

The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Chapter President its reasons why the senior employee or employees have been bypassed.

#### **Section 10.8. Posting of New or Open Positions.**

The District shall publicize within the bargaining unit for five (5) workdays the availability of new or open job positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the Chapter President New or open positions will be posted to all District employees via the District's email system.

1 **Section 10.9. Layoff.**

2 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
3 District according to layoff ranking. Such employees are to have priority over non-employees in filling  
4 an opening in the classification held immediately prior to layoff. Names shall remain on the  
5 reemployment list for two (2) years.  
6

7 **Section 10.9.1. Open Positions Offered to Employees on Layoff.**

8 Open or vacant positions in the bargaining unit will be offered to current employees by  
9 seniority within classification, then to employees on layoff status, prior to outside candidates,  
10 provided current employees possess the ability and performance skills necessary for the  
11 position.  
12

13 **Section 10.10. Communication on Layoff.**

14 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
15 and shall thereafter promptly advise the District in writing of any change of address. It is the  
16 responsibility of the employee on layoff to make contact with the district annually by May 30 of their  
17 employment status and their intent to remain on the reemployment list.  
18

19 **Section 10.11. Forfeit of Reemployment Rights.**

20 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not  
21 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of  
22 reemployment within five (5) days.  
23

24 **Section 10.12. Forfeit of Seniority.**

25 An employee on layoff status who rejects reemployment forfeits seniority and all other accrued  
26 benefits; provided that such employee is offered a position that is substantially equal in hours, wages  
27 and benefits to the position held prior to layoff.  
28  
29  
30

31 **ARTICLE XI**

32 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

33  
34  
35 **Section 11.1. Just Cause.**

36 The District shall have the right to discipline or discharge an employee for just cause. The justification  
37 for discipline or discharge shall be given to the employee in writing. The issue of just cause as it  
38 pertains to this Article shall be resolved in accordance with the grievance procedure contained herein.  
39

40 **Section 11.2. Reprimand.**

41 If the District has reason to reprimand an employee, it shall be done in a manner which does not  
42 embarrass the employee before the public or other employees.  
43

44 **Section 11.3. Right to Representation (Weingarten).**

45 Employees have the right to union representation at meetings involving themselves and supervisors or  
46 other District representatives if the meeting is investigatory in nature and the employee reasonably  
47 believes that the meeting may result in discipline or discharge.  
48

**Section 11.4. Progressive Discipline.**

When disciplining an employee, the following progressive discipline model will apply:

- A. Notice of Concern/Counseling.
- B. Oral Warning – written record to supervisor’s file only.
- C. Letter of Warning – from this point forward sent to employee’s personnel file.
- D. Letter of Reprimand.
- E. Suspension.
- F. Termination.

Steps in this model may be skipped depending on the severity of the infraction.

**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1. Insurance Benefits.**

- A. Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State Law, the State Operating Budget, and the School Employee’s Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.
- B. The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.
- C. The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work unless other circumstances apply per SEBB rules.
- D. Basic benefits include medical, dental, vision, long-term disability, and group life insurance. Employees may select optional benefits at their own expense. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and the Dependent Care Assistance Program (DCAP).
- E. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee’s full contract obligation (i.e., the end of the school/work year), benefit coverage will continue through August of that year.
- F. In the event that any unforeseen changes, that are subject to bargaining, regarding SEBB occur during the duration of this agreement, the parties agree to bargain the impact.
- G. Should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules shall govern.
- H. VEBA: The district will make available a VEBA Plan for sick leave conversion and/or monthly contribution. VEBA participation is voted on annually by PSE members.

1 **Section 12.2. State Industrial Insurance.**

2 The District shall make required contributions for State Industrial Insurance on behalf of all employees  
3 subject to this Agreement.  
4

5 **Section 12.3. State Unemployment Contribution.**

6 The District shall make contributions to the Washington State Unemployment Compensation Fund  
7 requisite to providing unemployment benefits for all employees subject to this Agreement.  
8

9 **Section 12.4. Retirement.**

10 In determining whether an employee subject to this Agreement is eligible for participation in the  
11 Washington State Public Employees Retirement System (PERS) or the Washington State School  
12 Employees Retirement System (SERS), the District shall report all hours worked, whether straight  
13 time, overtime, or otherwise.  
14

15 **Section 12.5. Tax Sheltered Annuity.**

16 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan.  
17 On receipt of a written authorization by an employee, the District shall make the requisite withholding  
18 adjustments and deductions from the employee's salary.  
19

20 **Section 12.6. Tort Liability.**

21 The District shall provide tort liability insurance for all employees subject to this agreement.  
22

23 **Section 12.7. WA Paid Family and Medical Leave (PFML).**

24 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by  
25 law:

- 26 • The District shall annually notify employees about the benefits available under PFML.
- 27 • Employees will be required to file a claim for PFML benefits with the Employment Security  
28 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all  
29 payments will come from the ESD.
- 30 • Employees will be required to contact the Employment Security Guidelines to determine the  
31 amount leave available.
- 32 • To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours  
33 in employment in Washington State during the qualifying period Employment Security will  
34 determine the employee's eligibility and benefit.
- 35 • Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or  
36 [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for all information pertaining to this leave.  
37

38 **Section 12.8. VEBA.**

39 The District will make available a VEBA plan for sick leave conversion and/or monthly contributions.  
40 VEBA details are voted on by the PSE membership on an annual basis for their bargaining unit.  
41  
42  
43  
44  
45  
46  
47



# ARTICLE XIII

## ASSOCIATION MEMBERSHIP AND CHECKOFF

### **Section 13.1. Association Membership.**

The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restrain, retaliate, coerce or interfere against any employee in that process. Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. The Association shall be the custodian of records in terms of employee Association Membership.

### **Section 13.2. New Hire Notification.**

The District will provide the PSE Chapter President and Membership Officer electronic notification of the name, address, phone number, classification, job title, work location and work email address of all newly hired bargaining unit employees upon hire. PSE Officers will forward the information to the Public School Employees of Washington/SEIU Local 1948 membership department electronically ([membership@pseofwa.org](mailto:membership@pseofwa.org)).

#### **Section 13.2.1. New Hire Orientation.**

When orientation is provided to new hires subject to this agreement the Association shall be allowed to attend to meet with new hires and provide such employee with a copy of this Agreement and the Dues Authorization form. In cases where New Employee Orientations do not take place at a time/place that allows the Association to participate, the Employer will provide PSE release time to visit each site to provide a paid onsite orientation.

#### **Section 13.2.2. Access to New Employees of the Bargaining Unit.**

The District will provide PSE reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. "Reasonable access" for the purposes of this section means the access to the new employee occurs within one (1) week of the employee's start date within the bargaining unit; the access is for no less than (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite or at a location mutually agreed to by the District and PSE.

### **Section 13.3. Dues Authorization.**

PSE will be the custodian of the records related to dues authorizations. PSE agrees that as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records. The Employer agrees to accept due authorizations as per RCW 41.80.100.

#### **Section 13.3.1. Authorization and Revocations.**

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

Upon receiving notice of the employee's authorization from Public School Employees of Washington/SEIU Local 1948 (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts to PSE.



1 The employee's authorization remains in effect until expressly revoked by the employee in  
2 accordance with the terms and conditions of the authorization. An employee's request to revoke  
3 authorization for payroll deductions must be in writing and submitted by the employee to  
4 Public School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms  
5 and conditions of the authorization. Revocations will not be accepted by the employer if the  
6 authorization is not obtained by the employee to PSE. After the employer receives confirmation  
7 from the exclusive bargaining representative that the employee has revoked authorization for  
8 deductions, the employer shall end the deduction effective on the first payroll after receipt of  
9 the confirmation. The employer shall rely on information provided by the exclusive bargaining  
10 representative regarding the authorization and revocation of deductions.  
11

12 **Section 13.4. Regular Dues Checkoff.**

13 The District shall deduct PSE dues, assessments, and any/all voluntary contributions to the Association  
14 from the pay of any employee who authorizes such deductions in writing in accordance with applicable  
15 law (RCW 41.53.110). The District shall transmit all such funds deducted to the Treasurer of Public  
16 School Employees of Washington/SEIU Local 1948 on a monthly basis. Transmissions will include  
17 payments and an electronic list of all represented employees with deduction amounts.  
18 Transactions will be received by the first Monday following payroll. Submissions are to include  
19 all employees covered by the Collective Bargaining Agreement. A dues remittance form needs to  
20 accompany the payment every month and include membership status changes.  
21

22 **Section 13.5. Local Chapter Dues.**

23 The District agrees to deduct local dues from all dues paying members annually from the October  
24 paycheck. The Association will inform the district of the amount of local dues to be deducted.  
25

26 **Section 13.6. Bargaining Unit Employee Lists.**

27 Upon request, the District shall provide electronically PSE information on all bargaining unit  
28 employees for audit purposes. Information will include all represented unit employees including non-  
29 dues paying employees, and each employee's name, position, primary work location, work email,  
30 address, phone, hire date, hourly rate of pay, current pay status (on leave of absence or active  
31 employee), number of contracted workdays and work hours per day, and FTE equivalent. This report  
32 will be provided to Public School Employees of Washington/SEIU Local 1948 Membership  
33 department (*membership @pseofwa.org*), the field representative and the chapter president.  
34  
35  
36  
37

38 **ARTICLE XIV**

39 **GRIEVANCE PROCEDURE**

40  
41  
42 **Section 14.1.**

43 Grievances or complaints arising between the District and its employees within the bargaining unit  
44 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
45 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.  
46

47 **Section 14.2. Grievance Steps.**  
48

1 **Section 14.2.1. Step 1. Informal.**

2 Employee(s) shall first discuss the grievance with their immediate supervisor. If employee(s) so  
3 wish, they may be accompanied by an Association representative at such discussion. All  
4 grievances not brought to the immediate supervisor in accordance with the preceding sentence  
5 within thirty (30) calendar days of the occurrence of the grievance shall be invalid and subject  
6 to no further processing. The supervisor will have ten (10) workdays to resolve the grievance.  
7

8 **Section 14.2.2. Step 2. Written.**

9 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
10 subsection, the employee shall have ten (10) workdays to reduce to writing a statement of the  
11 grievance containing the following:

- 12  
13 A. The facts on which the grievance is based;  
14 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
15 C. The remedy sought.  
16

17 The employee shall submit the written statement of grievance to the immediate supervisor for  
18 reconsideration and shall submit a copy to the executive director of business and operations.  
19 The parties will have five (5) workdays from submission of the written statement of grievance  
20 to resolve it by indicating on the statement of grievance the disposition. If an agreeable  
21 disposition is made, all parties to the grievance shall sign it.  
22

23 **Section 14.2.3. Step 3. Superintendent.**

24 If no settlement has been reached within the five (5) workdays referred to in the preceding  
25 subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to  
26 the District Superintendent or the Superintendent's designee. After such submission, the parties  
27 will have ten (10) workdays from submission of the written statement of grievance to resolve it  
28 by indicating on the statement of grievance the disposition. If an agreeable disposition is made,  
29 all parties to the grievance shall sign it.  
30

31 **Section 14.2.4. Step 4. Board of Directors.**

32 If no settlement has been reached within the ten (10) workdays referred to in the preceding  
33 subsection, and the Association believes the grievance to be valid, a written statement of  
34 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.  
35 After such submission, the parties will have thirty (30) workdays from submission of the  
36 written statement of grievance to resolve it by indicating on the statement of grievance the  
37 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The  
38 Board of Directors reserves the right to summon the employee for an oral statement of the  
39 grievance. The employee reserves the right to appear before the Board of Directors to explain  
40 the grievance. At any appearance before the Board of Directors, the employee may be  
41 accompanied by an Association representative or designee.  
42

43 **Section 14.2.5. Step 5. Arbitration.**

44 If no settlement has been reached within the thirty (30) workdays referred to in the preceding  
45 subsection, and the Association believes the grievance to be valid, the employee may demand  
46 arbitration of the grievance. The arbitrator shall be from the American Arbitration Association  
47 as agreed on by both the District and PSE. The arbitrator shall hold such hearing under oath as  
48 it may, in its sole discretion require. The decision of the arbitration panel shall be final and

binding on the parties. The parties will equally share the cost associated with the services of the arbitrator but will assume full liability for their own costs.

**Section 14.3.**

The grievance or arbitration discussions shall take place whenever possible during the workday. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

**ARTICLE XV**

**TRANSFER OF PREVIOUS EXPERIENCE**

**Section 15.1. Transfer Between Districts.**

When any employee leaves a school District within the state of Washington and commences employment with this District, the employee shall retain the same longevity on Schedule A, leave benefits, and other benefits that the employee had in their previous position.

**Section 15.1.1. Computation of Benefits.**

If this District has a different system for computing seniority, leave benefits, and other benefits, then the employee shall be granted the same seniority, leave benefits, and other benefits as an employee in the District who has similar occupational status and total years of service.

**ARTICLE XVI**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 16.1. Compensation.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid by the last day of October. The employee's estimated yearly earnings (September 1 through August 31) will be calculated and paid in twelve equal payments.

**Section 16.2. Schedule A.**

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

**Section 16.2.1. Effective Date.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date.

**Section 16.2.2. Retroactive Pay.**

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible, and in any case not later than the second regular payday. In the

case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.3, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case not later than the second regular payday.

**Section 16.2.3. Incremental Steps.**

Incremental steps, where applicable, shall take effect as of September 1 of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (½) of the previous employment year.

**Section 16.2.4. Change in Position or Classification.**

Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

**Section 16.3. Rounding of Hours.**

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

**Section 16.4. Reimbursement.**

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

**Section 16.5. Mileage Reimbursement.**

The District will provide compensation at the state mileage rate for any employee who uses his/her vehicle for approved District business.

## ARTICLE XVII

### TERM AND SEPARABILITY OF PROVISIONS

**Section 17.1. Term.**

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

**Section 17.2.**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

**Section 17.3. Reopeners.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A except it is mutually agreed to waive reopening of Schedule A in 2023-24 and 2024-25.

This Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

**Section 17.4.**

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

**Section 17.5.**

Neither party shall be compelled to comply with any provisions of this Agreement which conflict with state or federal statutes or regulations promulgated pursuant thereto.

**Section 17.6.**

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

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

COLVILLE CUSTODIAL CHAPTER

BY:   
Jacob Phelps, Chapter President

DATE: 7-12-22

COLVILLE SCHOOL DISTRICT #115

BY:   
Kevin Knight, Superintendent

DATE: 7-12-22

BY:   
School Board President

DATE: 7-27-22

**Colville Custodial PSE**  
**Schedule A**  
**September 1, 2022 – August 31, 2025**

| <b><u>POSITION</u></b>    |             |             |             |             |                  |              |              |              |
|---------------------------|-------------|-------------|-------------|-------------|------------------|--------------|--------------|--------------|
|                           | <b>Step</b> | <b>Step</b> | <b>Step</b> | <b>Step</b> | <b>LONGEVITY</b> |              |              |              |
| <b>CUSTODIAN</b>          | <b>1-2</b>  | <b>3</b>    | <b>4</b>    | <b>5</b>    | <b>10 YR</b>     | <b>15 YR</b> | <b>20 YR</b> | <b>25 YR</b> |
| 2022-23                   | \$17.86     | \$19.14     | \$20.50     | \$21.98     | \$22.48          | \$22.98      | \$23.48      | \$23.98      |
| 2023-24                   | \$18.22     | \$19.52     | \$20.91     | \$22.42     | \$22.92          | \$23.42      | \$23.92      | \$24.42      |
| 2024-25                   | \$18.60     | \$19.93     | \$21.35     | \$22.89     | \$23.39          | \$23.89      | \$24.39      | \$24.89      |
| <b>HEAD CUSTODIAN</b>     | <b>2</b>    | <b>3</b>    | <b>4</b>    | <b>5</b>    | <b>6</b>         |              |              | <b>7</b>     |
| 2022-23                   | \$18.93     | \$20.29     | \$21.74     | \$23.30     | \$23.80          | \$24.30      | \$24.80      | \$25.30      |
| 2023-24                   | \$19.31     | \$20.69     | \$22.18     | \$23.77     | \$24.27          | \$24.77      | \$25.27      | \$25.77      |
| 2024-25                   | \$19.71     | \$21.13     | \$22.64     | \$24.27     | \$24.77          | \$25.27      | \$25.77      | \$26.27      |
| <b>CHS HEAD CUSTODIAN</b> | <b>2</b>    | <b>3</b>    | <b>4</b>    | <b>5</b>    | <b>6</b>         |              |              | <b>7</b>     |
| 2022-23                   | \$20.01     | \$21.45     | \$22.99     | \$24.64     | \$25.14          | \$25.64      | \$26.14      | \$26.64      |
| 2023-24                   | \$20.41     | \$21.88     | \$23.45     | \$25.14     | \$25.64          | \$26.14      | \$26.64      | \$27.14      |
| 2024-25                   | \$20.84     | \$22.34     | \$23.94     | \$25.67     | \$26.17          | \$26.67      | \$27.17      | \$27.67      |
| <b>DW LEAD CUSTODIAN</b>  | <b>2</b>    | <b>3</b>    | <b>4</b>    | <b>5</b>    | <b>6</b>         |              |              | <b>7</b>     |
| 2022-23                   | \$21.10     | \$22.61     | \$24.24     | \$26.00     | \$26.50          | \$27.00      | \$27.50      | \$28.00      |
| 2023-24                   | \$21.52     | \$23.06     | \$24.73     | \$26.52     | \$27.02          | \$27.52      | \$28.02      | \$28.52      |
| 2024-25                   | \$21.97     | \$23.55     | \$25.25     | \$27.07     | \$27.57          | \$28.07      | \$28.57      | \$29.07      |



## APPENDIX A



# Colville School District Annual Employee Evaluation Custodian

|                |  |   |
|----------------|--|---|
| Employee Name: |  | <b>ME</b> Meets Expectations<br><b>AE</b> Approaching Expectations<br><b>NA</b> Needs Attention<br><b>US</b> Unsatisfactory<br><b>NR</b> Not Relevant |
| Position/Bldg: |  |   |
| School Year:   |  |   |

### Supervisor Portion:

|  |  |  |  |
|--|--|--|--|
| <b>1. Technical Skills</b>   |  |  |  |
| A. Building security   |  | D. Cleaning, housekeeping and maintenance                |  |
| B. Grounds   |  | E. Practices preventative maintenance                    |  |
| C. Equipment Safeguards  |  |  |  |
| <b>2. Quality/Quantity of Work</b>   |  |  |  |
| A. Produces assigned work in an accurate, neat, and thorough manner                              |  | C. Accomplishes work on schedule                         |  |
| B. Demonstrates ability to organize and prioritize work loads                                    |  | D. Uses discretionary time effectively                   |  |
| <b>3. General Job Knowledge</b>  |  |  |  |
| A. Understands and follows district and building & department policies, procedures and practices |  | C. Inventories, orders, stores and uses materials wisely |  |
| B. Operates equipment properly showing concern for well-being of self and others                 |  |  |  |
| <b>4. Initiative</b>   |  |  |  |
| A. Identifies problem  |  | C. Takes independent action as situation warrants        |  |
| B. Determines course of action within assignment   |  |  |  |
| <b>5. Personal Characteristics</b>   |  |  |  |
| A. Adapts readily to new situations, demands and emergencies                                     |  | C. Approaches work in a positive manner                  |  |
| B. Shows interest and pride in work  |  | D. Sensitive to needs of others                          |  |
| <b>6. Interpersonal Relations</b>  |  |  |  |
| A. Deals effectively with students, staff, parents and community                                 |  | B. Demonstrates teamwork                                 |  |
| <b>7. Effort Toward Improvement</b>  |  |  |  |
| A. Strives for personal and/or professional growth   |  | B. Responsive to constructive suggestion                 |  |

Supervisor Comments:

Employee Comments

## APPENDIX A

### Employee Portion:

1. Identify your areas of strength:

2. Identify potential growth areas:

3. Identify one professional goal for next year:

I certify this evaluation has been discussed with me during a conference held on (date) \_\_\_\_\_.

I understand my signature does not necessarily imply that I (the employee) agree with the preceding evaluation.

NOTE: Employee may attach statement within 10 workdays. Employee statement attached: YES NO

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

#### DEFINITIONS OF PERFORMANCE RATING CATEGORIES

**ME** Meets Expectations: The employee has met the performance expectations for this factor.

**AE** Approaching Expectations: The employee is developing their skill set in this area but has not quite met expectations.

**NA** Needs Attention: The employee has difficulty meeting the performance expectations for this factor.

**US** Unsatisfactory: The employee has failed to meet the performance expectations for this factor.

**NR** Not Relevant