

Dayton Support Staff Association

And

The Dayton School District

September 1, 2018 – August 31, 2021

Custodian Contract

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Preamble

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the classified employees of the School District, this Agreement is made and entered into on this 18th day of June, 2003, by and between the Dayton School District and the Dayton Support Staff Association.

ARTICLE I - ADMINISTRATION

Section 1 - Recognition

- A. The District hereby recognizes the Dayton Support Staff Association as the exclusive bargaining representative for all custodians and maintenance workers employed by the District, excluding all supervisors and non-custodial / maintenance employees.
- B. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.
- C. The term "employee" when used in this Agreement shall refer to all classified employees in the bargaining unit.
- D. The term "Association" or "union" when used in this Agreement shall refer to the Dayton Support Staff Association.
- E. Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural; and the word "day" shall mean employee's workday.
- F. Job descriptions for all positions subject to this Agreement shall be part of this Agreement and copies given to each employee and the Association. The supervision of or attendance at athletic events is not generally part of the assigned work duties.
- G. Proposed changes in job description and/or reclassification shall be negotiated between the union and the District.
- H. The duties of any employee or the responsibilities of any position in the bargaining unit shall not be increased without prior bargaining with the Association except on a short-term temporary or emergency situation.

Section 2 - Status of the Agreement

- A. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District that shall be contrary to or inconsistent with its terms.
- B. The effective date of this Agreement and any successor Agreement shall be the day after the termination date of the previous Collective Bargaining Agreement and all benefits included in the new Agreement, including wage or salary increases, shall accrue beginning with such effective date.

- C. All conditions of employment pertaining to wages, hours and conditions of employment shall be maintained at not less than the current level of standards in effect in the District at the time this Agreement is signed.
- D. All past practices pertaining to wages, hours, terms and conditions of employment shall continue in effect until changed by mutual agreement, unless they clash with this contract, at which time this contract shall prevail.
- E. This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be by written mutual agreement of the parties.
- F. All wages, hours, terms and conditions of employment will remain in full force and effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the agreement. However, both parties can mutually agree to exclude certain provisions within the collective bargaining agreement with separate and specific termination dates which are excluded and continue in full force and effect until the specific termination dates.
- G. If an employee's individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- H. All work customarily performed by the District in its own facilities with its own employees shall continue to be performed by the District and its employees.
- I. The duties of any employee or the responsibilities of any position of Association members shall not be altered, increased, or transferred to persons not covered by this Agreement.
- J. The District agrees that supervisors or non-bargaining unit personnel shall not be used at any time to displace employees regularly employed within the bargaining unit, except in emergencies when bargaining unit employees are not available. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances that call for immediate action in a situation that is not expected to be of recurring nature.
- K. The employer agrees that no administrative duties shall be added to any position within the bargaining unit that has the effect of removing such position from the bargaining unit without prior negotiations and agreement with the Association.
- L. The employer agrees not to seek and employ part-time employees for the purpose of reducing the number of full-time regular employees, unless by mutual agreement with the Association. This shall not exclude the employer from hiring summer help as it has in the past.

Section 3 - Conformity to Law

- A. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any

application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

- B. In the event a provision(s) is/are determined to be contrary to law as stated in Article I, Section 3-A, such provision shall be renegotiated. Negotiation shall commence within two (2) weeks after receipt of the written tribunal decision.
- C. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

Section 4 - Distribution of Agreement

- A. Following ratification and signing of this Agreement, the District shall print this Agreement. All custodial employees new to the District shall be provided a copy of the Agreement by the District upon their date of hire, and such Agreement shall be available for review to all applicants for any bargaining unit position.
- B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District, and one by the Association.

Section 5 - Agreement/Administration/Interpretation

A system of open communication will be maintained by the Association officials and District administrators. They shall meet regularly to discuss school concerns or issues relating to the interpretation or compliance with the Collective Bargaining Agreement or other school issues. When a request is made, the meeting shall be held as soon as the parties can meet.

ARTICLE II - BUSINESS

Section 1 - Dues, Deductions and Representation Fees

- A. Any member of the DSSA bargaining unit may voluntarily sign a membership form to join the Association and authorize deductions of membership dues. The District, upon receipt of authorization from an employee, will deduct from the employee's salary each pay period the dues amount set by the Association and provided to the District Payroll Office. Deductions for employees submitting authorization after the commencement of the school year shall commence in the first possible pay period following such authorization. This authorization will be on a continuing basis from year to year, unless withdrawn in writing to the Washington Education Association through the established process. The District shall not discontinue dues collection for any employee until receiving confirmation of completion of the afore mentioned process through WEA.

- B. Members of the Association may sign separate membership form and dues deduction authorization for WEA-PAC and NEA Fund For Children and Public Education. The District will deduct these dues in the same manner described for dues in section A above.

- C. The District shall transmit the dues to the designated account each pay period. Dues will include local dues.

- D. The Association agrees to defend and hold the District harmless in the event any employee should bring legal action against the District for compliance with the dues deduction provisions contained in this agreement. The Association, at its expense, will provide such defense. The District shall cover any expense incurred should it choose to employ additional legal counsel.

Section 2 - Management Rights

- A. It is recognized that the Board has the responsibility and authority to manage and direct the operations and activities of the District to the full extent authorized by law and the Constitution of the State of Washington and of the United States; provided, that all such actions shall be in conformity with the provisions of this Agreement.

Section 3 - Association Rights

- A. The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights.

- B. The Association shall be provided with bulletin boards for the purpose of posting Association materials in the custodial office. The Association shall also have the right to use the school mails and school mailboxes to distribute Association material.

- C. The Association shall have the right to use school facilities for meetings and school equipment, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.
- D. Association agents shall be permitted to transact official Association business on school property at reasonable times so as to not disrupt work.
- E. Association representatives are allowed to represent employees and investigate and present grievances to the District during working hours without loss of time or pay when mutually agreed upon meetings are scheduled during the work day.
- F. The District agrees to furnish the Association information concerning the financial resources of the District and such other information as will assist the Association in representation of its members, together with information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals.
- G. The District shall promptly notify the Association of any disciplinary actions against any bargaining unit member. The Association shall have the right to have a representative at all meetings pertaining to disciplinary actions.
- H. The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about the union. Within three business days of the date of hire, the District shall provide the Association with the name(s) of newly hired employees, and their contact information including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address. For the purpose of this section, the date of hire shall be considered to be the day on which the new employee accepted an offer of employment. The Association President or other representative will have not less than 30 minutes, occurring during regular contract hours, to provide the new bargaining unit member with information about the Association. This time will be within the first 30 days of employment and will not occur during lunch or break periods.

ARTICLE III - PERSONNEL

Section 1 - Due Process

- A. No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any employee disciplined under this contract shall have the right to all information leading to the disciplinary action, and the right to confront all witnesses and accusers against him / her.
- B. An employee shall be entitled to have present a representative of the Association during any meeting that might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision of the Agreement prior to the action being taken. No meeting will be delayed more than five (5) workdays so the Association representative can be present.
- C. Whenever an employee is required to appear before any supervisor, administrator, board, committee, or in any court of law of proper jurisdiction concerning any matter which could adversely affect the continuation of that employee in his/her office, position, employment or salary or could lead to disciplinary action he/she shall be given at least two (2) days prior written notice of the reasons for such meeting, a copy of any agenda to be followed, and shall be entitled to have a representative of the Association present to advise or represent him/her during such meeting.
- D. The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. The employer reserves the right to remove an employee from the workplace when exigent circumstances exist or pending completion of an investigation into allegations of serious wrongdoing.
- E. Any complaint made against an employee by a parent, student or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee within ten (10) employee working days of receipt may not be used as the basis for any disciplinary action against the employee. No such complaint may be used against an employee for any purpose whatsoever unless the employee has signed a written record indicating he/she received notice of the complaint.
- F. Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.
- G. No disciplinary action more than two (2) years old shall be applied toward future disciplinary actions unless the same offense was committed during the one (1) year

period of time except for findings of misconduct with a student, which shall remain in the personnel file for two (2) years.

Section 2 - Allegations, Investigations and Disclosure

- A. When the District investigates an allegation of misconduct by an employee, and chooses not to reprimand or discipline or take adverse action against the employee, all documents regarding the allegation will be destroyed within thirty (30) calendar days of the time the allegation is made.
- B. When an allegation is made, the employee must be notified in writing within five (5) district workdays of the District's receipt of the allegation. The employee(s) and the Association will be notified simultaneously of any allegations. All information and investigations will be conducted in a confidential manner.
- C. The employee shall be entitled to have a representative of the Association present during any meeting concerning the allegations.
- D. All information regarding the allegation(s) at all times will be given to the employee and the Association and/or its representatives.

Section 3 - Layoff and Recall

- A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit and in accordance with law. Accumulation of seniority shall begin on the employee's first working day. All bargaining unit members shall have a seniority date.
- B. The District shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- C. Employees shall lose all seniority upon termination, resignation, retirement or transfer to a non-bargaining unit position. An employee returning to the bargaining unit shall have that seniority granted that was accumulated prior to leaving the bargaining unit.
- D. Layoff shall be defined as a necessary reduction in the work force beyond the normal attrition and for economic reasons only.
- E. In the event of a necessary reduction in work force, the District shall first layoff the least senior employees within the bargaining unit. In no case shall a new employee be placed in the bargaining unit while bargaining unit members are on layoff.

- F. In the event of layoff, the District shall provide written notice to all affected employees and the Association, on or before July 1 of the preceding school year in which layoff would be effected. Employees shall be continued in employment for sixty (60) days if proper notice is not timely given.
- G. In the event that the Board anticipates a layoff of employees, the Board will notify the Association by June 1 and shall provide the Association with a detailed report on the financial affairs of the District demonstrating that the projected revenues will require a reduction of employees.
- H. In the event of more than one individual employee having the same seniority ranking, all employees with tied seniority shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
- I. Employees that are to be laid off shall be placed in a re-employment pool. Employees to be placed in the pool shall be those with the least service time in the District that has been determined by the final seniority list ranking. The Board shall begin with those employees who have one year of service or less, then two years, etc., until the necessary quota has been met. Employees shall not be "bumped" or reduced in seniority ranking by school employees that are not represented by the Association.
- J. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the District, subject to carrier approval.
- K. Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- L. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit employment, provided the job offered is of equivalent monetary value (full-time, not part-time) and does not involve a reduction in rank or total compensation.
- M. Employees on layoff shall retain their seniority for purposes of recall for a period of two (2) years.

Section 4 - Employee Rights

- A. The District hereby agrees that employees shall have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Washington, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the District, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under applicable laws and regulations. These rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The employees shall be entitled to full rights of citizenship. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it materially and substantially negatively affects the ability of the employee to do the work.
- D. No employee shall be discriminated against because of race, creed, religion, color, national origin, citizenship status in the case of a citizen intending citizenship, age, sex, marital status, domicile, sexual orientation, personal lifestyle or the presence of any physical, mental or sensory handicap unless based on a bona fide occupational qualification.
- E. The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific employee approval of Association agreement.

Section 5 - Sexual Harassment

- A. Sexual harassment of employees is prohibited in the workplace by any person and in any form at any time.
- B. The District is committed to a working and learning environment that is free of discriminatory intimidation. Sexual harassment of students or staff members is a form of illegal sex-based discrimination and will not be tolerated.
- C. The District endorses the principle that persons should be left free of unwelcome verbal or physical advances that are sexual in nature. The District forbids any unwelcome sexual advances or other verbal or physical conduct of a sexual nature

where submission to such conduct is made, either explicitly or implicitly, or as a term or condition of employment or as a basis for any employment decision, or if such conduct creates an intimidating, hostile or offensive work environment for the employee. The District prohibits such conduct and will not permit it to affect any employment decisions rendered by the District.

PROCEDURE

- 1) The District treats all employees and applicants for employment without regard to race, color, religion, gender, age, national origin, ancestry, sexual preference, marital status, non-job related handicap/disability or liability for service in the U.S. Armed Forces.
- 2) Any employee who feels he or she has been discriminated against in employment with the District or has been subject to sexual harassment of any kind may file a complaint with the District. The complaint must be in writing and set forth all of the material facts. All such complaints will be held in the strictest of confidence, as is consistent with due process.
- 3) Upon receipt of a written complaint, the District will immediately conduct a complete and thorough investigation. This investigation will be completed as soon as possible after receipt of the written complaint. Employees who are accused or who file complaints will be advised of the findings and conclusion.
- 4) Retaliatory action against anyone filing a complaint of any type of discrimination, including sexual harassment, is strictly prohibited.

Section 6 - Personnel Files

- A. Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. An employee will be given a complete copy of his/her personnel file upon request. Anyone may be present in this review at the employee's request. Such file shall be the official and only personnel file and the only file whose contents may be used as documentary evidence in the grievance process or any other legal action. Material not in the District personnel file cannot be used against the employee. Personnel files will be in conformance with the just cause standard.
- B. No secret, duplicate, alternate or other personnel file shall be kept anywhere.
- C. Any derogatory material not shown to an employee within five working (5) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner shall be kept or placed in the personnel file without the employee's signed acknowledgment and opportunity to attach his/her own comments.

- D. A signature does not necessarily mean agreement with the contents of the document; it merely indicates receipt of the document.
- E. Personnel files shall be considered confidential and shall not be open to the public, except as required by law.
- F. The District shall remove from personnel files all letters of discipline, reprimand, or direction after 2 years from the date of insertion with the exception of material required to be reported to OSPI.

Section 7 - Employee Evaluation

- A. An employee shall be given a copy of any evaluation report prepared by his/her evaluator at the time of the evaluation conference. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- B. Every employee will be evaluated in writing annually on or before May 1.
- C. In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be given 60 days to reach satisfactory performance levels.
- D. The District will provide a specific plan of assistance to help implement the remedial plan.
- E. Reports: Written evaluation reports shall be presented in post-observation conferences to each employee by his/her immediate supervisor within one day following observation in accordance with the following procedures:
 - 1. Such reports shall be addressed to the employee.
 - 2. Such reports shall be written in narrative form and shall include, when pertinent:
 - a) Strengths of the employee
 - b) Weaknesses of the employee
 - c) Specific suggestions as to measures that the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- F. The employee will be reevaluated in writing within thirty (30) days.
- G. All monitoring or observations should be conducted openly and with full knowledge of the employee without the use of eavesdropping or mechanical surveillance devices and befitting the professionalism of both parties.

- H. New staff shall be considered probationary employees for the first 60 days after hire and shall be given a written evaluation within sixty (60) calendar days after commencement of employment. A probationary employee who does not meet acceptable standards of work during the probationary period may be terminated.
- I. The employee will have the opportunity to write a rebuttal to his/her evaluation.
- J. An employee shall be given a written copy of any evaluation.
- K. Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this bargaining unit member is ____satisfactory or ____unsatisfactory (check one)".

Section 8 - Employee Protection

- A. The Board shall provide employees with insurance protection providing coverage for those employees acting in good faith within the scope of their duties while engaged in the maintenance of order and discipline or the protection of school personnel, students and property. Such insurance protection will include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while engaged in good faith fulfillment of their job duties or other duties assigned by the employer which may be outside the employee's area of expertise or licensure. Each employee is obligated to pay the first \$1000.00, as a deductible, for each personal property loss or damage claim.
- B. When absence or disability arises out of or from an assault sustained by an employee while performing in good faith duties within the scope of the employee's job duties, employees shall be entitled to utilize their sick leave or annual/vacation leave balances to offset any reduction in wages or benefits that would otherwise be incurred by the employee due to the amount of workman's compensation awarded. In the event that an employee exhausts his or her sick and annual/vacation leave, the employee shall not be entitled to any additional compensation or benefits in excess of workman's compensation.
- C. In the event that criminal or civil charges are brought against employees for actions performed in good faith and within the scope of their job duties, the district shall, at the employer's option, either provide legal counsel to act in the employee's defense or reimburse the employee for reasonable legal fees incurred in defense of the employee.
- D. Employees will not be requested or required to perform any duty normally performed by a certificated employee or requiring a teaching certificate.
- E. Employees may use reasonable measures with a student, patron, or other person as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property. Such incidents shall be reported immediately to the

direct supervisor. No employee is normally expected to intervene in a physical altercation, but shall call the police for assistance.

- F. No employee shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State law. Employees shall not be requested or required to insert catheters to any student.
- G. In the event any insurance carrier for the District, under the terms of this provision, is caused to legally satisfy any lawsuit or legal claim against any employee in the course of their regular employment, such carrier is precluded from seeking legal recourse against any such employee by way of legal subrogation, assignment of claim or other legal means of redress.
- H. Employees will not be required to search a student, a student's possessions, or a student's locker.
- I. The Employer shall provide without cost to the bargaining unit member the following:
 - Approved first aid kits and related materials in all work areas.
 - Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices.
 - Other safety equipment as required by safety regulations.
 - Reimbursement for the cost of licenses or the renewal of licenses required for the bargaining unit member to perform his/her job or position.

Weapons and Dangerous Devices

- A. An employee is authorized to use force as a last resort upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee comes to the aid of another about to be injured. However, the first line of defense is to call the County Sheriff's Department.
- B. The principal will immediately and thoroughly investigate reports and rumors regarding weapons, explosives and firecrackers and take prompt and reasonable action to protect employees and students and their property. The student's parents or guardians will be promptly informed of the incident.
- C. Employees will not be expected or required to provide emergency treatment.

Safety, Security, Employee Protection - Miscellaneous

- A. Students and patrons are expected to abide by all school rules.
- B. If an employee wishes to file a criminal complaint as a result of assault or threats of harm, the superintendent or his/her designee and the administrator in charge of the school or department shall assist and cooperate with the complaining employee in making his/her criminal complaint against either an adult or juvenile offender.

Employees will be provided time off without loss of pay when appearing in a court proceeding relating to an action involving the employee which occurred as a result of, or within, the scope of his/her employment.

Section 9 - Reimbursement

The District will reimburse employees for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids or other similar items which are damaged or destroyed as a result of an assault and/or battery suffered by an employee while the employee is acting in the discharge of his/her duties within the scope of his/her employment and are not already covered by insurance.

Section 10 - Training/In-Service

- A. Employees attending training courses required by State regulation or District policy as a condition of employment, will be paid by the District at the employee's regular hourly rate of pay for all time in attendance, plus any fee or tuition.
- B. Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend during their regular employment time. The District will pay expenses incurred for training or licensing. Overtime provisions will also be in effect for this section.
- C. The District shall pay all required fees, certificates, health tests, and in-service needed to maintain job.

Section 11 - Hours of Work and Overtime

- A. The normal work year for all full year bargaining unit members shall be twelve (12) months, September 1 through August 31.
- B. The normal workweek for all bargaining unit members is Monday through Friday. Each employee shall be assigned to a definite (8 hour) shift with designated times of beginning and ending which shall not be reduced. Work schedules showing the employee's shift, work days, hours, and contract days shall be given each employee. Employees will be given reasonable advance notice of employee assignment. Additional hours assigned shall be by seniority. The District will not reduce the number of full time jobs and will not fragment jobs. The normal workday for members shall include a duty-free lunch period of a minimum of 30 minutes.
- C. No split shifts shall be allowed except in cases of emergency or with the prior approval of the superintendent via the supervisor.
- D. Each shift of five (5) or more hours per day shall include a thirty (30) minute duty-free uninterrupted lunch period where the employee is free to leave the work site. Such lunch period shall be as near the middle of the shift as practicable. Each shift shall also include a fifteen (15) minute first half and a fifteen (15) minute second

half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Employees working less than five (5) hours per day shall receive a fifteen (15) minute rest period for each two and one-half (2-1/2) hours worked.

- E. Hours worked beyond forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's hourly rate and shall be on a voluntary basis. Holidays will be at three (3) times the hourly rate. The supervisor must approve overtime in advance.
- F. Paid holidays shall count toward the accumulation of total hours worked each week. If an employee is required to work on Saturday or Sunday following a paid holiday, the employee shall receive over-time compensation at one and one-half (1-1/2) times the employee's hourly rate.
- G. Overtime shall be divided among employees. Overtime shall first be offered equally to all employees on a rotating basis, starting with the most senior. Once each employee has had the opportunity for overtime, the rotation shall begin again.

This rotation may be changed or waived if the overtime task(s) to be completed requires skills possessed only by a specific employee. The bargaining unit members may also agree among themselves to an alternate assignment of overtime hours. Any such arrangement will be reported to the supervisor.

- H. All fulltime employees shall be credited with sufficient hours per day to qualify them for retirement benefit within the School Employment Retirement System (SERS).
- I. All payment for any hours worked will be in accordance with the Fair Labor Standards.
- J. All employees who are called back to work will receive a minimum of three (3) hours of pay.
- K. Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.
- L. The Employer will attempt to provide substitutes as required by the absence of a regular bargaining unit member. This does not apply to non-student school days.
- M. Employees can adjust work schedules with supervisor approval. It is understood that this is not intended for to be used frequently for mere convenience nor to permanently alter an employee's work schedule. The supervisor will note these changes on the employee time sheet.
- N. The District may adjust employee work schedules a maximum of four (4) times per work year. Generally, this will occur approximately quarterly for the purpose of training or other meetings as determined by the District. It is understood that employees shall not be held accountable for any work that is unfinished as result of these activities.

Section 12 - School Closure and Delayed Opening

- A. In the event that it becomes necessary to close the school(s) because of inclement weather, flood, volcanic disruption or other acts of God, the district administration shall notify the radio and television stations in the area in a timely manner.
- B. When schools are closed because of inclement weather, ice, snow or other emergencies or hazardous conditions, employees who are unable to report may use emergency leave as defined in Article IV Section 13.

Section 15 - Holidays and Vacations

- A. All employees shall receive the following paid holidays that fall within their work year. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.
 - (1) New Year's Day
 - (2) Presidents' Day
 - (3) Memorial Day
 - (4) Labor Day
 - (5) Veterans' Day
 - (6) Thanksgiving Day
 - (7) Day After Thanksgiving Day
 - (8) Day Before Christmas
 - (9) Christmas Day
 - (10) The Day After Christmas Day
 - (11) Day Before New Year's Day
 - (12) Independence Day
 - (13) Martin Luther King Day
- B. Worked Holidays: Employees who are requested to work on the above-described holidays shall receive three (3) times (x) the hourly rate. See section 11. E.
- C. Holidays During Vacation: Should a paid holiday occur while an employee is on vacation or regularly scheduled break, the employee shall be allowed to take another day of vacation.
- D. Vacations: Vacation with pay shall be allowed to each employee after six (6) months continuous service in the bargaining unit at the rate described below. A year shall be defined as being from the date of hire to the anniversary date. During the first six (6) months of service no vacation with pay shall be allowed. Vacation may be used by eligible bargaining unit members, at times agreed upon between the employee and the supervisor. Requests for vacation shall not be unilaterally or unreasonably denied and shall be determined by seniority. An employee will not be recalled from vacation.

- E. Vacation time may be accumulated from year-to-year up to a maximum of thirty (30) work days total. The District notifies employees monthly on their earning statement of the total number of vacation days accrued. Employees shall have the option each August to cash out up to five (5) days unused vacation days at their current per diem rate of pay. Upon termination, a bargaining unit member shall be paid for all unused vacation time based upon his/her then current pay, up to a maximum of thirty (30) days.

- F. The supervisor shall have the right to coordinate vacation schedules so as to not unduly impact the district operation.

Vacation Accrual Schedule:

Number of Years	Vacation Days
Year 1	5 days
Year 2	10 days
Year 3	10 days
Year 4	10 days
Year 5-6	15 days
Year 7-9	17 days
Year 10-13	18 days
Year 14-15	20 days
Year 16-17	21 days
Year 18-19	22 days
Year 20 or more	25 days

Section 16 - Salary, Salary Payments

- A. Salaries for employees subject to this Agreement are provided below. Any salary increase that the state may provide for public school classified employees during the duration of this agreement shall be fully passed through and added to this schedule. Should the date of execution of this Agreement be subsequent to the effective date, salaries - including overtime - shall be retroactive to the effective date. Retroactive pay where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible, or the subsequent pay period at the latest.

2018-2019 Salary Schedule

Custodian/Building and Grounds		
STEP 1	1-2 Years	\$15.56
STEP 2	3-4 Years	\$16.34
STEP 3	5-7 Years	\$17.15
STEP 4	8-10Years	\$18.01
STEP 5	11-13 Years	\$18.91
STEP 6	14-16 Years	\$19.39
STEP 7	17+ Years	\$19.87

For each of years 2019-2020 and 2020-2021 the base salary shall be increased by the greater of 3% or the inflationary percentage (IPD) calculated by the state.

Educational Increments (10 clock hours = 1 quarter hour)

02 quarter hours (20 clock hours)	\$0.05 per hour
10 quarter hours (100 clock hours)	\$0.10 per hour
25 quarter hours (250 clock hours)	\$0.15 per hour
45 quarter hours (450 clock hours)	\$0.20 per hour
90 quarter hours (900 clock hours)	\$0.25 per hour
Associates Degree (AA)	\$0.35 per hour
Bachelor's Degree (BA or BS)	\$0.50 per hour

Job related clock hours completed at in-district and out of district in-service sessions (including first aid classes) will be eligible for additional cents per hour as shown on the salary schedule. An official transcript or clock hour form must be submitted to the district office by July 31 in order for salary adjustments to be made for the following year.

- B. Increment steps shall take effect on September 1 of each year during the term of this Agreement. An employee shall receive increment credit and advancement when employed one-half (1/2) of the annual number of hours authorized for the position during the school year.

- C. Checks shall be issued on the last working day of each month. An employee prior to his/her vacation may request that the check be deposited to his/her bank account or forwarded to a specific address

- D. All compensation owed to an employee who is leaving the District shall be paid on the next regular payroll cycle.

- E. Any bargaining unit member substituting for a supervisor for 1 full day or more shall receive the supervisor's rate of pay for the duration of the substitution.

- F. Annual stipend for Pesticide/Spray Application License for Grounds Employee \$1,000. The stipend will be paid out annually in June beginning in 2019.

Section 17 - Transportation Benefits

The district shall provide vehicles for those required to travel during the workday.

- A. Prior to utilizing a private vehicle the employee must contact their immediate supervisor, who in turn receives permission from the Superintendent or designee.
- B. Employees who don't receive permission to use private vehicle shall not be reimbursed mileage.

Section 18 - Insurance, Pooling and Other Benefits

- A. The District shall provide the state allocated amount for medical coverage for each FTE covered by this bargaining agreement (based on 1440 hours per year). The District shall contribute the full HCA amount up to a maximum of seventy dollars (\$70.00) per FTE per month into the insurance pool beginning in the 2016-17 school year.
- B. The monthly premium may be used to provide the programs listed below or other mutually acceptable insurance programs (examples shown):
 - 1. WEA Select Benefit Plans and Group Health HMO
 - 2. WEA Select Dental Plan (required)
 - 3. WEA Vision Plan (Level to be selected by the parties) (Required)
- C. Participation on number 1 is optional.
- D. All state and District benefit money not applied to the cost of the benefits of each individual will be placed in an insurance pool consisting only of members of this bargaining unit and will be distributed to offset any remaining benefit costs for other bargaining unit members in accordance with state law.
- D. From the dollar amount available to each employee, first shall be deducted the retiree subsidy costs, cost of the District's dental and vision plans, and, with the remaining monies available, application to one of the medical insurance programs. In the event that the state allocation and district contribution do not fully cover the health care benefit costs of all bargaining unit members, the District will withhold the excess cost from the salary of each bargaining unit member.

VEBA III

- A. The local association can choose to participate in the district sick leave cash-out program with the purpose of placing funds in an account for future payment of post-retirement health expenses.

- B. The district shall select the administrator of and funding vehicle for the plan. The District shall notify employees of the plan provisions, and process the required enrollment and cash-out election forms, facilitate transfer of funds, etc.

Section 19 - Background/Security Checks

Employee candidates will pay all related fees and expenses associated with a background or security check. These costs will then be reimbursed by the District, if employed.

Section 20 - Refusal of Administrative Order

An employee may refuse to carry out an administrative order that threatens physical safety or well-being or which the employee reasonably believes would violate law.

Section 21 - Assignment and Transfer

- A. All bargaining unit vacancies shall be conspicuously posted in employee work areas.
- B. Current bargaining unit members shall have opportunity to apply for all openings within the unit. The person with the highest seniority who is otherwise qualified for the position and who applies shall be awarded the position.
- C. No one from outside the bargaining unit shall be hired into a bargaining unit position until it is conclusively shown that no current bargaining unit member is qualified for the position, or the qualified bargaining unit members do not want the position.

ARTICLE IV – LEAVES

Section 1 - Sick Leave

- A. At the beginning of each work year, each full time employee shall be credited with an advanced sick leave allowance of twelve (12) days. Such leave shall be used for absence caused by illness, injury, poor health, maternity, quarantine or other disability or for an emergency. For the purpose of this section, an emergency is defined as a problem that has been suddenly precipitated or is unplanned, or where pre-planning could not relieve the necessity for the employee's absence.
- B. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum that equals the number of days contracted for in a given year (i.e., 230 days worked enables an employee to accumulate 230 sick days). RCW 28A.400.300(e).
- C. Accident due to injury incurred in the course of the employee's employment shall be compensated for in the following manner: Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, he/she will be paid his/her full salary with deduction from sick leave for the period of his/her absence and sick leave, less the amount of any workmen's compensation award made for disability due to said injury.
- D. At the end of each calendar year, the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- E. Sick leave earned and unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.
- F. An employee who is unable to perform his/her duties because of personal illness, maternity or other disability will, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions shall be renewed annually until the employee returns to work, retires for any reason, or resigns, to a maximum of two (2) years.

Section 2 - Annual Sick Leave Cash-Out Program

Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day of monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in February of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each February thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The

employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

Section 3 - Sick Leave Cash-Out at Termination, Retirement or Death

- A. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury, which will be limited to 180 days.
- B. An employee terminating employment may elect to cash out unused sick leave as provided by law. The proceeds from such cash out may be placed into a retirement medical benefits account at the discretion of the employee group.

Section 4 - Family Illness Leave

Employees may use accumulated sick leave to care for a family member or relative who lives with the employee, or when such occasion requires the presence of the employee.

Section 5 - Maternity Leave

- A. Maternity leave with pay is available for the period of disability and recovery following the birth of a child, and for male and female employees adopting a newborn.
- B. An employee requesting maternity leave should give written notice to the District at least two (2) weeks prior to the commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when the employee will return to work. The employee and her doctor will determine when the start and end of the leave will occur.
- C. In the event sick leave has been exhausted, the employee shall be granted a leave of absence as stated under the Family (FMLA) Leave provision.
- D. An employee returning from maternity leave shall be assigned to her previous position.

Section 6 -Child Rearing Leave

A male or female employee shall be allowed up to one (1) year of unpaid leave for the purpose of child rearing a natural or adopted child. An employee returning from such leave shall be placed in the position last held in the District. Such leave shall be under the guidelines of the FMLA.

Section 7 - Adoption Leave

Adoption leave with pay shall be granted upon prior application to the District by a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of five (5) days in any given year. Such leave may be used for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours. Adoption leave shall be deducted from accumulated sick leave.

Section 8 - Bereavement Leave

Seven (7) days per occurrence shall be granted with pay for the death of an immediate family member (spouse, mother, father, son, daughter, sister, brother, mother in-law, father in-law, son in-law, daughter in-law, brother in-law, sister in-law, grandmother, grandfather, granddaughter or grandson). Up to five (5) days for the death of a relative or as mutually agreed for a friend. Such leave is non-accumulative. Additional days may be requested by the employee; if granted, such days shall be taken from the employee's sick leave.

Section 9 - Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted for jury duty or subpoena leave. Any compensation received for jury duty or subpoena leave performed on contracted days shall be retained by the employee. The employee shall notify the District when notification to serve on jury duty is received.

Section 10 - Military Leave

- A. Employees shall be granted military leaves of absence in accordance with law. While on leave, the employee shall retain all benefits, salary and seniority as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held in the District.
- B. Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard for a period of up to 30 consecutive working days, per state law.
- C. An unpaid military leave of absence shall be granted to any employee who shall be called to active duty for a period of more than 30 consecutive working days or who shall enlist for military duty in any branch of the Armed Forces of the United States.

Section 11 - Paternity Leave

The District shall grant five (5) days paternity leave with pay per year unless the recipient is the primary caregiver, at which time the provisions of the Family Medical leave Act shall prevail. Such leave shall be deducted from accumulated sick leave.

Section 12 - Public Office Leave

The District shall grant leave without pay to any employee who has been elected to a local, state or national governmental office. Upon return to the District, the employee shall be assigned the same position he/she had prior to the leave. The employee shall retain all seniority while on leave without pay to any employee who has been elected to a local, state or national governmental office. Upon return to the District, the employee shall be assigned the same position he/she had prior to the leave. The employee shall retain all seniority while on leave.

Section 13 - Other Leaves

- A. Leaves of absence up to one (1) year without pay will be granted to employees for the purpose of study, travel, health, working in a professionally related field, ((i.e. Habitat for Humanity, Association or Association related business. The employee will not be allowed to receive leave for the purpose of trying out another job. The employee, upon return from such leave, shall be granted his/her previous position. Upon request of the employee, such leave may be renewed for up to one (1) additional year.
- B. Emergency Leave may be granted with pay in cases of personal emergency. Approval of such leave will be restricted to matters of a personal nature that cannot be dealt with outside school hours such as accidents in the immediate family requiring the family to remain together and/or weather conditions. Such leave shall be a one (1) day maximum, depending upon circumstances. The term "immediate family" shall be defined as spouse, children, father, mother, brother, sister, grandparents, grandchildren of either husband or wife. Paid emergency leave may be granted for two (2) days upon request to the supervisor; up to five (5) days may be granted upon request to the superintendent. Emergency leave beyond two (2) days shall be deducted from sick leave.

Section 14 - Leave Sharing

- A. Employees are granted the right to donate sick leave or vacation days in order to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.
- B. The District will establish the leave-sharing bank as needed.

- C. An employee who has an accrued sick leave balance of more than sixty (60) days is allowed to transfer sick leave to another employee.
- D. Employees are allowed to grant up to six (6) days during any twelve-month period. These days shall equal a day for a day, an hour for an hour, regardless of position or pay levels.
- E. Employees cannot donate sick leave days that would result in his/her sick leave account going below sixty (60) days.
- F. Sick leave includes leave accrued pursuant to the RCW's with compensation for illness, injury and emergencies.
- G. While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

Section 15 - Family Leave

- A. Any employee employed on a continuous basis is eligible for Family Leave.
- B. Eligible employees will be provided 12 weeks of unpaid leave during any 24 month period to: (1) care for employee's newborn or newly adopted child under the age of six years old, or (2) care for a child under 18 years of age that is suffering from a terminal illness.
- C. The employee will give at least 15 days written notice before anticipated date of delivery or placement for adoption or 7 days for foreseeable needs to care for a terminally ill child, unless there is an emergency.
- D. The District will provide full group health coverage the same as the employee had prior to going on leave for the duration of the leave under the provisions of the Family Medical Leave Act.
- E. The employee, upon return from leave, shall be granted his/her previous position.

Section 16 - Personal Leave

- A. Every employee shall have two (2) personal leave days with pay per year. Employees who have served for ten (10) years as a custodian in the Dayton School District, shall have three (3) personal days per year. Notification shall be made, if possible, three days before the planned absence to the employee's immediate superior (except in the case of emergencies) and the applicant for such shall not be required to state the reason for taking such leave other than that he/she is taking it under this section.

- B. Unused personal leave may accumulate to five (5) days, or a maximum of two (2) days shall be compensated at the employee's hourly per diem rate per day (eight (8) hour day) in August at the end of each work year.

Section 17 - Association Leave

The District shall grant five (5) days leave with pay to the Association for Association Business. Association leave may be accumulated from year to year up to a maximum of fifteen (15) days. The Association shall pay substitute costs, provided a substitute is hired.

ARTICLE V - GENERAL WORKING CONDITIONS

Section 1 - Employee Facilities

- A. The District shall provide a telephone available for use of staff, furnished smoke-free break areas, restrooms, and appropriate furniture. Custodial staff will regularly maintain and clean these areas.
- B. Employees will be issued keys consistent with security needs.
- C. All buildings shall be adequately lighted inside and out for safety and protection of employees who work after dark.
- D. The District shall provide for the maintenance of all facilities, equipment, materials and information in a safe, clean, healthful and functional manner.
- E. The District shall provide computer support, training, and access for employees including access to Internet and email. Employees will be allowed to use the network for professional and union business.

Section 2 - Employee Immunization

- A. In the event of the occurrence of any communicable disease in a school, a local certified/licensed health officer under WAC 248-101-220 may exclude employees who are deemed susceptible to or exposed to the disease. Neither the district nor the certified/licensed health officer can compel an employee to be immunized prior to or after the outbreak of a disease. Employees will suffer no loss of pay and/or any other benefits if they are prohibited from working as a consequence of an outbreak of a communicable disease, though such leave will be deducted from accumulated sick leave. The district will pay the full cost for any employee who agrees to be immunized prior to, during, or after the outbreak.

Section 3 - Acquired Immune Deficiency Syndrome Policy

The school district will not discriminate in any manner against an individual who has been diagnosed as having AIDS or has been found to be Human Immunodeficiency Virus (HIV) positive. Decisions concerning employment and job assignment for a person who has been diagnosed as having AIDS or has been found to be HIV positive shall be made in the same manner as any other employee who has a serious physical handicap.

Section 4 - Drug-Free Workplace Act of 1988

- A. The Drug-Free Workplace Act of 1988 prohibits the unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace.

- B. The District, in cooperation with the Association will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse, the District's intent to maintain a drug-free workplace; the availability of drug counseling, rehabilitation, and employee assistance programs.
- C. Employees who are accused of violating Subsection 12.1 will be subject to the just cause provisions provided in the Collective Bargaining Agreement or required to successfully participate and complete a drug abuse or drug rehabilitation program.

Section 5 - Hepatitis B Training and Inoculation Requirements (WAC 392.198-005-030)

- A. The District will identify to the Association and to every impacted bargaining unit member the group of high risk employees who will receive special Hepatitis B training and who will be requested to get pre-exposure inoculations, in writing.
- B. The District will not require high-risk employees to get pre-exposure inoculations.
- C. The District will provide inoculations, post-exposure evaluations, and follow-up to any impacted employee (who so desires) at a reasonable time and place at no cost to the employee.
- D. The District will provide protective clothing and all other necessary equipment at no cost to the employee.
- E. The District will keep and maintain all records to prove that all employees had the required training.
- F. The District agrees to abide by all rules, regulations, terms and conditions of Hepatitis B training and Inoculation requirements as specified in WAC 392.198.020.

Section 6 - Communications Systems

Every work site will have a telephone with an outside line available to employees.

ARTICLE VI - STUDENT DISCIPLINE

- A. The District, via the employees' departmental supervisor, shall provide instruction for all employees regarding any applicable employee/employer_concerns: for example, applicable federal, state and local laws and district rules, regulations and procedures pertaining to student rights, employee rights, safety, due process, and the processing of student discipline. These seminars shall be held monthly and at no cost to the employees. Guest presenters will be provided as needed.

- B. The District shall prosecute to the fullest extent of the law, any individual who physically or verbally abuses or intimidates or interferes with an employee performing his/her duties. Students are expected to abide by all school rules.

ARTICLE VII - GRIEVANCE PROCEDURES

Section 1 - Definitions

- A. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.
- B. A "grievance" shall mean a claim by a grievant that a dispute or disagreement or application of the terms of this Agreement or of an existing Board rule, policy or practice, or that an employee has been treated inequitably, or that there exists a condition(s) which jeopardizes employee health or safety.
- C. "Days" shall mean employment days, except as otherwise indicated. Failure of either party to comply with the time limits set forth will serve to declare the grievance as settled based upon the last request made or last answer provided. The time limits as specified shall be strictly observed but may be extended by mutual concurrence of the parties. In the event the District fails to timely respond to the grievance at any level in the grievance process, the grievant shall be entitled to automatically file an appeal at the next appropriate level in the process.

Section 2 - Right to Representation

- A. At least one (1) Association representative shall be present for any meetings, hearings or appeals or other proceeding relating to a grievance that has been formally presented.
- B. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level II. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level can be filed by the Association at Step II.
- C. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

Section 3 - Individual Rights

- A. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

- B. A grievant can be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If the Association does not represent an aggrieved party, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Section 4 - Procedure

- A. **Step I** - The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. A grievance must be filed within fifteen (15) workdays of the occurrence of which the grievant complains, or within one (1) year of when the grievant becomes aware of a situation that could result in a grievance being filed. The grievant shall present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) workdays after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within ten (10) workdays after the meeting. Such answer shall include the reasons upon which the decision was based.
- B. **Step II** - If the grievant is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his/her official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within ten (10) workdays of his/her receipt of the appeal. The parties shall have the right to include in the representation such witnesses, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) workdays to provide his/her written decision, together with the reasons for the decision to the Association.
- C. **Step III - School Board Appeal** If the Association or grievant are not satisfied with the disposition of the superintendent, either may appeal the matter to the school board. Such written appeal shall be made within ten (10) workdays after receiving the decision of the superintendent. The school board shall hear the matter either at its next regular meeting, or within ten (10) workdays of receiving the appeal, whichever shall come first. The hearing shall be held in closed session of the board. The board shall render a written decision in the matter within ten (10) days of the hearing with copies to the grievant and the Association.
- D. **Step IV - Binding Arbitration**
 - 1) If the Association is dissatisfied with the disposition of the grievance by the school board, the Association can submit the grievance to arbitration before an impartial arbitrator. Notice of the intent to arbitrate shall be given to the district within thirty (30) workdays after receiving the school board decision.

- 2) The parties shall select the arbitrator from either the FMCS (Federal Mediation and Conciliation Service) or AAA (American Arbitration Association) in accordance with its rules, which rules shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
- 3) The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

E. Expedited Arbitration Procedure

- 1) Upon mutual agreement, the Parties may arbitrate a grievance via the expedited arbitration procedure and rules of the American Arbitration Association. Outlined as follows:
 - a. The arbitrator of grievances processed via this expedited process shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by this Agreement.
 - b. The parties shall equally share the fees and expenses of the arbitrator

Section 5 - No Reprisals

Neither the Board nor administration will take any reprisal against any employee because of his/her participation in the grievance / arbitration procedure.

Section 6 - Cooperation of Board and Administration

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further will furnish the Association such information as the Association requires for processing any grievance. Documents covered by attorney-client privilege shall not be subject to disclosure.

Section 7 - Release Time

An Association representative and the administration shall mutually agree to release the employee from his/her regular work shift without loss of pay to process a grievance during the workday.

Section 8 - Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

Section 9 - Grievance Forms

Forms for filing grievances are attached to this Agreement

ARTICLE VIII - DURATION

This Agreement shall be in effect upon ratification through August 31, 2021. All provisions of the agreement shall be retroactive to September 1, 2018 if ratified after that date.


The parties agree to reopen this Agreement to commence bargaining on a new Agreement within a reasonable time prior to or after the expiration date as stated above.

The parties agree that during the term of this agreement there shall be no strike or other economic action by the employees or the Association and there shall be no lockout or other economic action by the District except that both parties reserve full rights of economic action including strike or lockout when both parties mutually agree to reopen this Agreement for negotiations and both parties reserve full rights of economic action including strike or lockout at the expiration of this Agreement.

FOR THE ASSOCIATION

FOR THE DISTRICT





4/18/2019
Date

4/4/19
Date

_____ SCHOOL DISTRICT NO. ___ AND _____ ASSOCIATION

GRIEVANCE FORM

NOTICE OF GRIEVANCE

Grievant:

Date of Formal Presentation

Home Address: Level Filed: _____ 1 _____ 2 _____ 3 _____

Phone Number: Home:

School:

School:

Supervisor:

Subject Area/Grade Level:

Association Representatives:

STATEMENT OF GRIEVANCE

ACTION REQUESTED

Distribution of Form:

Immediate Supervisor

Signature of Grievant

Association
Grievant

JOB DESCRIPTION

TITLE: CUSTODIAN: This job description reflects the reduction of one custodian for the 2008-2015 school year(s).

QUALIFICATIONS: 1. Equivalent to completion of the 12th grade
2. Demonstrate aptitude for successful completion of assigned tasks.

REPORTS TO: Building and Grounds Supervisor

RESPONSIBLE TO: Building Principals/Building and Grounds Supervisor

JOB GOAL: To provide student with a safe, attractive, comfortable, clean and efficient place in which to learn.

PERFORMANCE RESPONSIBILITIES:

Section I: Restrooms (ALWAYS TAKE TOP PRIORITY)

Daily:

1. All bathroom (locker room) fixtures will be wiped down and disinfected
2. All dispensers will be checked and filled.
3. Floors mopped with disinfectant detergents

Every other day:

1. Mirrors, and countertops will be wiped down.

As Needed:

1. Toilet bowls cleaned with heavy-duty bowl cleaner to prevent staining.
2. Walls and stall walls

Weekly:

1. An enzyme product used to control odor in drains and traps.
2. Do some "heavy cleaning" each week.

Yearly:

1. Floor deep scrubbed with heavy-duty cleaner and a new finish applied. This completed one or two times a year, or more often if needed.
2. Clean restroom from the ceiling down, including lights, vents, ceiling tile, paint, etc.
3. Replace worst chrome pieces.

Section II: Entryways, Foyers, Stairwells, and Hallways

Daily:

1. Carpeted entryways vacuumed daily.
2. Hard surface floors in entryway and stairwells dust mopped.
3. Handrails cleaned and sanitized.
4. Fixtures such as garbage cans, drinking fountains checked and cleaned as necessary.

As Needed:

1. Carpets treated for spots as needed.
2. Windows cleaned
3. Glass in doors inside and out

Weekly:

1. Floors damp mopped
2. All furniture cleaned, dusted, or vacuumed.
3. Use a duster to do the ceilings, doors, and windows.

Yearly:

1. Carpets cleaned with hot water extraction two times per year.
2. Floors refinished, scrubbed and recoated.

Section III: Classrooms, Labs

Every other day:

1. Carpets vacuumed
2. Trash cans emptied

As Needed:

1. Office furniture and windowsills dusted.

Section IV: Offices*

The central office is considered two sections, the classroom-boardroom and the offices. These are cleaned on a rotational basis as established by the custodial supervisor.

* In order to avoid problems, staff will leave written notification to the custodial staff if there are things in their office they do not want disturbed.

Daily:

1. Carpets vacuumed
2. Trash cans emptied

As needed:

1. Office furniture and windowsills dusted

Yearly:

1. Administrative building mini-blinds cleaned twice each year.

Section V: Building Exteriors

1. Exterior walkways cleaned as needed. This will vary with the time of year, but will always be kept clean.
2. Exterior windows cleaned once a year. They are rinsed down 2-3 times per year to get heavy dirt, cobwebs, etc.
3. Once a week, the custodial staff will pick up debris from the exterior of the building that might have been missed by the grounds crew.

Section VI: Miscellaneous

1. Light bulbs and fluorescent tubes are checked daily and replaced as needed.
2. Light covers inspected periodically and cleaned as needed.
3. Ceiling vents inspected and cleaned as needed.

This job description will adjust and be modified depending on weather, workload and personnel availability.

Job Description 06-07

JOB DESCRIPTION

TITLE: Groundskeeper/Maintenance

QUALIFICATIONS:

1. Equivalent to completion of the 12th grade
2. Demonstrate aptitude for successful completion of assigned task.

REPORTS TO: Building and Grounds Supervisor

RESPONSIBLE TO: Building Principals/Building and Grounds Supervisor

JOB GOAL: To provide students with a safe, attractive, comfortable, clean and efficient place in which to learn. To maintain the appearance and quality of the grounds, cleanliness, and general up-keep of the gymnasium

This job description is for the 2008-2015 school year(s) and reflects the reduction of one full-time custodian.

PERFORMANCE RESPONSIBILITIES:

1. Clean the vocational agriculture and wood shop on alternating basis.
2. Clean and sweep, disinfect showers, restroom and locker floors every other day.
3. Empty trashcans on an alternating basis.
4. Clean Mirrors as needed.
5. Dust off lockers weekly.
6. Dust mop gym floor daily as time allows.
7. Set up gym and clean up after games.
8. Sweep and clean officials and weight rooms as needed.
9. Complete all maintenance and repairs as time allows.
10. Maintain and repair any equipment required for accomplishments of duties.
11. Replace light bulbs as needed.
12. Report immediately to the supervisor any damage to the school property.
13. Check all outside security lights weekly or as time allows with a visual inspection.

GROUNDS: Summer

1. Mow all lawns around buildings, baseball field, football field, and play field as needed
2. Trim around all trees, shrubs, sidewalks etc., as needed.
3. Water as needed.
4. Weed all shrub areas as needed.
5. Maintain, service, or repair all equipment necessary to accomplish duties as required.

GROUNDS: Winter

1. Plow and shovel, thereby removing snow from all sidewalks and related areas around school complex as required.
2. Winterize field house and outdoor watering system as necessary.
3. Empty outside trashcans and pick up trash as needed.

MISCELLANEOUS:

1. Assist delivery personnel in unloading of supplies as needed.
2. Assist other maintenance personnel as required.

This job description will adjust and be modified depending on weather, workload and personnel availability.

EVALUATION

CUSTODIAL/MAINTENANCE PERSONAL

EMPLOYEE NAME: _____ DATE _____

AREA: _____ BUILDING: _____

PERSONAL CHARACTERISTICS	SATISFACTORY	UNSATISFACTORY
--------------------------	--------------	----------------

Dependable/regular in attendance is punctual	_____	_____
---	-------	-------

Demonstrates a cooperative attitude toward supervisor	_____	_____
--	-------	-------

Exhibits good judgment and common sense	_____	_____
--	-------	-------

Shows interest in work	_____	_____
------------------------	-------	-------

Is open to change, demonstrates willingness to be flexible	_____	_____
---	-------	-------

Shows concern for safety of students and others	_____	_____
--	-------	-------

PERFORMANCE

Demonstrated initiative in performance of routine duties	_____	_____
---	-------	-------

Work performed is of high quality	_____	_____
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Performs tasks other than routine maintenance as assigned	_____	_____
--	-------	-------

RELATIONSHIP WITH STAFF

Cooperates with staff by showing willingness to perform needed maintenance for health and safety of all	_____	_____
--	-------	-------

OVERALL PERFORMANCE	_____	_____
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(CHECK ONE)

COMMENTS _____

I have read this evaluation and have discussed it with my evaluator. My signature signifies that I have received and read this evaluation and does not necessarily imply that I agree with its contents.

Employee's Signature

Supervisor's Signature

Date _____

Date _____