

September 1, 2009 to August 31, 2012

Collective Bargaining AGREEMENT

between

Spokane School District No. 81
Board of Directors
And the
Spokane Education
Association

representing



Spokane Public Schools
excellence for everyone

Custodian, Grounds & Warehouse



Partners in Building Spokane's Future

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PREAMBLE

This Agreement is made and entered into between Spokane School District No. 81, hereinafter referred to as the "District," and the Spokane Education Association, hereinafter referred to as the "Association," on behalf of the Custodians, Grounds and Warehouse employees of the District.

The parties agree it is paramount that the District and the Association work collaboratively to address the challenge of improving the quality of public education. We have the best chance of meeting this challenge if we continue to work together. Focused and intentional work, guided by our mutual interests, will ensure that our students are prepared to lead productive lives in a democratic society.

The District and the Association are committed to the development of a trusting, respectful environment where the participation of all school employees in the work of improving student learning is encouraged and expected. Our joint efforts to develop trust and respect in the organization will focus on a strong commitment to:

- engage in open, honest, and appropriate communication
- share information, knowledge, and experience
- address concerns through collaborative problem solving
- refrain from making judgments until we have a clear understanding of the issues involved
- provide individuals with the opportunity to be involved in those decisions that directly affect their work situation
- value each individual in the organization and respect individual differences
- encourage innovation and risk-taking with a focus on the improvement of student learning

The Association and District believe in the value of identifying our mutual interests and working together to address those interests. A shared understanding of our common interests will allow us to maximize the personal, creative, and academic potential of each student and staff member in the school system.

We are committed to continued work on the following mutual interests:

- **Improved Student Learning** – The Association and the District participate as equal partners in the responsibility to improve instruction and raise levels of academic achievement. We believe that educators, students, and parents share accountability for student performance. We understand that significant improvement in student learning will require changes in the traditional educational system.

In our commitment to improve student learning, we will continue to focus our collective efforts on building instructional capacity of all staff for the purpose of enhancing effective classroom instruction. All strategies used to improve student learning will align with this joint agreement between the Spokane Education Association and Spokane Public Schools.

- **Improved Site-Based Governance** – The Association and the District support efforts to decentralize the decision-making structure so that decisions are made by individuals most impacted by them. We believe that site-based decision-making is a democratic approach to problem solving and planning which values consensus among teachers, educational support personnel, parents, administrators, and students. The focus of site-based decision-making is on the fundamental issues of school improvement.

- **Parent and Community Engagement** – The Association and the District agree on the importance of engaging parents and community members in our schools in ways that connect them to student learning. We believe that parent and community support is key to maintaining an effective public education system in a democratic society. We will continue to look for ways to bring parents and community into our schools so that they develop a clearer understanding of educational issues. We value the contributions that parents and community members make to the educational process.

Our mutual commitment to work collaboratively does not change the fundamental roles and responsibilities assumed by both the District and the Association. The District understands that it is the responsibility of the Union to advocate for its members and to ensure that the rights of individual members are protected for the benefit of all members. The Association understands that it is the District's responsibility to address the issues of the larger community of educators, students, and parents and to ensure that the work of the District is driven by the mission, philosophy and goals established by the Board of Directors in accordance with State rules and regulations.

ARTICLE I - ADMINISTRATION

Section 1 - Recognition

- A. The District recognizes the Association as the exclusive bargaining representative for all custodian, grounds and warehouse employees employed by the District.
- B. Custodian, grounds, and warehouse employees shall consist of all full-time and part-time custodian, grounds and warehouse employees except
 - 1. Those with supervisory duties shall be excluded;
 - 2. Science kit assembly work shall be excluded;
 - 3. On-call substitute custodians shall be excluded. Persons hired as on-call substitutes shall normally perform work assigned to sweepers and shall not otherwise negatively impact existing workloads of represented employees.

All such work performed within the District shall be properly assigned to members of this bargaining unit except in emergency situations. The District will keep part-time employees to a minimum.

- C. The term “employee” when used hereinafter in this Agreement shall refer to all custodian, grounds, and warehouse employees represented by the Association.
- D. The term “department”, when used hereinafter in this Agreement, shall refer to an individual work group, i.e., custodians; warehouse; grounds crew.
- E. The term “classification”, when used hereinafter in this Agreement, shall refer to positions within the department.
- F. The term “non-twelve month employees” shall refer to all employees who are regularly assigned to an annual work year that is equal to or approximates the school calendar.
- G. Substitute status: An employee who is hired on an incidental basis for a short duration, usually to replace an individual out in an absence for a brief or unknown period of time has substitute status. These employees, upon serving the minimum number of days required by law for representation, are covered by the following sections: hours of work, lunch and rest periods, and identification cards. Employees with substitute status shall receive the hourly rate specified in this Agreement.
- H. This Agreement shall supersede any District rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- I. The District will not contract out an entire bargaining unit’s work, or an entire department’s work within a bargaining unit, to an outside contractor.

Section 2 - Conformity to Law

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 shall be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and the Public Employment

Relations Commission (PERC) shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has a right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision.

Section 3 - Distribution of the Agreement

- A. Following the completion of writing contract language, the District shall print a mutually determined number of copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided the Association.
- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. In order to insure that all employees obtain a copy of this Agreement, the Human Resources Department shall provide the Association with a monthly updated list of new employees and their assignments.

Section 4 - Nondiscrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, honorably discharged veteran or military status. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it adversely affects the employee's work or working relations with others, or has a negative impact on the educational atmosphere of the individual building or District. Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement. The parties agree to not use this clause to file frivolous grievances.

Section 5 - Labor/Management Meetings

The District and the Association shall conduct regular labor/management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement. The superintendent and/or designee and the Association president and/or designee shall be in attendance at these meetings. Additional representatives of either party may be in attendance if the other party is in agreement. Additional meetings may be scheduled upon the request of either party.

Section 6 - Charter Agreement for Variances

Any site wishing to apply for a site variance from the negotiated agreement, District policy and/or state law, must have a minimum of a ninety percent (90%) favorable vote of the SEA members who work at the site before the variance request can be considered. The variance must align with the School Improvement Plan (SIP) and utilize an agreed upon decision-making process.

ARTICLE II - BUSINESS

Section 1 - Dues Deduction

- A. All members of this bargaining unit shall, as a condition of employment, be a member of the Association or pay a representation fee (agency fee) equal to the dues of the Association. In the event a worker fails to maintain his/her membership in accordance with this section, the Association shall notify the employer in writing and such notice shall constitute a request to the employer to warn the employee that if he/she does not become a member in good standing in the Association within ten (10) working days, discharge proceedings against the employee will be commenced. Failure of the employee to respond to that notice by joining the Association shall result in discharge.
- B. The District agrees to deduct Association membership dues once each monthly pay period from the pay of those employees who individually authorize in writing that such deductions be made. The amount to be deducted shall be one percent (1%) of the employee's monthly salary plus a fixed dollar amount for each member and shall be certified in writing to the District by a designee certified by the president of the Association. The aggregate deductions of all members shall be remitted together with an itemized statement to the designee of the Association after such deductions have been made. Such deductions shall be remitted to the Association within ten (10) working days of the normal payroll issue date. In the event of a change in the amount to be deducted, and in accordance with the above provision, the Association shall notify the District of such change by the tenth of the month in which the change would take place.
- C. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

Section 2 - Management Rights

The District retains the right, unless modified by specific provisions within this Agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them for sufficient cause; relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number, and kinds of personnel required. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.

Section 3 - Association Rights

- A. The Association has the right and responsibility to represent the interests of employees in the unit, to present its views to the District on matters of concern, and to enter collective negotiations with the object of reaching agreement applicable to all employees within the bargaining unit.
- B. Representatives of the Association shall have access to District premises during business hours, provided that no conference or meeting between employees and the Association representatives will in any way hamper or obstruct the normal flow of work. Association representatives will follow District policies and procedures and state regulations when visiting schools.
- C. Upon request, the president of the Association will be granted a leave of absence for the school year in which he/she is president. The Association will reimburse the District for the salary and fringe

benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the District. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the position previously assigned, provided that the position has not been changed or eliminated. In the event the position has been changed or eliminated a mutually agreed upon position will be provided.

- D. The District shall provide to the Association an aggregate of two hundred fifty (250) total days for all bargaining units represented by the Association each school year for the purpose of Association leave. Use of such leave shall be approved by the president of the Association. The Association shall provide the full salary costs for the employee's absence when substitutes are required. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total. The District will provide substitute time for all joint committee meetings as needed that meet during the workday. Substitute time for joint committees will not be counted against Association leave days. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.
- E. Employees who hold a position within the Association that necessitates attending meetings which are held at 4 p.m. shall have the right to adjust their workday to guarantee the ability to attend the meeting while still maintaining their normal number of work hours. This will be limited to five (5) individuals at any one time.
- F. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

Section 4 - No Strike/No Lockout

- A. The Association agrees that during the life of the Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of employees covered by this Agreement.
- B. The District agrees that during the life of this Agreement there shall be no lockout of employees covered by this Agreement.
- C. A and B above are inoperative during periods in which the Agreement is reopened.

ARTICLE III - PERSONNEL

Section 1 - Job Descriptions and Classification

- A. Job descriptions for all positions subject to this Agreement will be developed by the District and made available for each employee. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another department as listed in the recognition clause of this Agreement. Any represented employee may submit written recommendations regarding job descriptions to his/her supervisor. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives. Any changes in qualifications required in job descriptions shall apply only to employees not currently in those positions.
- B. Employees working under this Agreement shall be assigned work only in their particular department. Should a condition arise that endangers life or property they may be assigned to work temporarily in another department.
- C. Should an employee, because of the opportunity for a higher rate of pay or the chance to learn new areas of expertise volunteer to substitute in or cross train in another department, that request will be honored unless the District shows reasons why the request should be denied.
- D. Temporary, substitute, or cross training positions should not require outside experience, but should be an avenue of learning a new job and assessing future interest in working for that department should a future opening occur. Choices for cross training should be made by seniority, and a satisfactory work record only; as long as the person can physically do the required work and meets the minimum qualifications of the job as determined by the District. Positions for warehouse and grounds crew cross training will be posted as each position becomes available. Such cross training shall be limited to a one-year period of time, or for groundskeeping positions for one season. Employees who have cross trained previously may apply again after a 2-year waiting period. Cross training positions in the warehouse, in which a bargaining unit member is allowed to leave his/her position temporarily in order to substitute on an as-needed basis, will be posted as each position becomes available. Such cross training substitute positions shall be limited to a one-year period of time, or for groundskeeping positions for one season. The cross training substitutes in the warehouse will be guaranteed at least a one (1) week training period. The pay level for cross training in a warehouse or groundskeeping position will be at the Warehouse Clerk or Gardener 1 rate of pay at the worker's longevity step.
- E. Should the District desire to employ a person to work in two (2) or more departments because of lack of sufficient work for a full-time employee in either, the employee shall accrue prorated seniority in both departments.
- F. In the event a new classification is established, the applicable wage rate shall be fixed by the negotiation process. Once the rate is established it shall become a part of the salary schedule and be paid retroactively to the employee dating back to the date when the employee started work in the new classification.
- G. Any District employee who is assigned a position which requires driving a District vehicle must be insurable by the District carrier. Failure to maintain insurability will not result in job loss.
- H. New hires would be required to pass a physical exam done by an outside firm. Employees wishing to change between departments (i.e.: Custodian to Warehouse, Grounds to Custodian, Warehouse to Grounds) would be required to pass a physical exam done by an outside firm.

Section 2 - Workload

- A. The District and the Association agree to establish a joint committee, the purpose of which is to examine workload concerns and advise District supervisors as to suggested alternatives for dealing with specific workload problems, if the committee thinks such concerns warrant review. A committee of six members, up to three appointed by the District and up to three appointed by the Association will make up this group. This committee will be called together, within two weeks, whenever a workload concern has been raised but only after the employee raising the concern has previously discussed it with his/her immediate supervisor and received a decision. The head custodian and all affected custodians will have input to the workload committee.
- B. When a student has special health needs, resulting in extra work for the classroom teacher, the building administrator will assemble a team (e.g. principal, teacher, custodian, nurse) to develop a plan using available resources so that the classroom teacher is not unduly burdened.
- C. The District shall purchase appropriate equipment so as to minimize the hand digging requirements on gardeners.
- D. Only those gardeners possessing the proper license shall spray. In the event a Gardener 2 is not available to do the needed spraying, a properly licensed Gardener 1 receiving Gardener 2 pay from day one (1) shall be assigned. Assignments shall be by seniority of those qualified and rotated through the seniority list as to make the opportunity available to all who are qualified.
- E. Digging can be done by both Grounds Crew and Support Operators. The foremen of the Grounds and Unified Trades will equitably distribute all digging requests. If the foremen cannot agree on an equitable distribution, the Maintenance Manager will decide. This process will be tried for the first year of the contract and evaluated via Labor/Management.
- F. It is important that employee workload and district budget implications are considered before an application is made for any grant. Consequently, all grant applications must follow the procedures established by Labor Management as indicated on the Grant Application Form, available on-line in the Policies and Procedures Manual.

Section 3 - Work Year, Work Hours and Working Regulations

- A. A work year will be defined as 260 days. A normal workday shall be eight (8) hours of work, Monday through Friday, plus a thirty (30) minute duty-free lunch period. With the agreement of the site administrator, operations supervisor, head custodian, and affected employee(s), shift schedules may be adjusted within the guidelines below. All affected parties must agree. If not, this change will not occur through this process. Changes may only be made for district activities. Shift changes that will extend longer than the current school year, must be re-evaluated by the participants listed above. Management will attempt to accommodate the needs within existing shifts before considering shift changes.

Shift Change Guidelines:

- 1. Notification of, reasons for, and duration of the shift change must be shared with the employee at least thirty days ahead of time.
- 2. Every effort shall be made to give custodial employees a consistent schedule that will not vary

week to week.

3. Workloads shall remain comparable to the employee's regular shift. Defined shift hours may be adjusted for special circumstances. A written request must be sent to the supervisor for consideration. If approved, the defined shift hours will only apply to the employee requesting the shift change.
4. Changes will be based on site seniority starting with the most senior shift person given the right of first refusal.
5. If the employee assigned the shift change leaves, the new applicants will be told ahead of time the duration of the shift change, and the current school year limitation shall still apply.
6. At the conclusion of the assignment, the employee shall be returned to his/her regular shift.
7. Potential exceptions may be the topic of labor/management discussions or temporary assignments. Shifts shall be as follows:

High Schools:

Head Custodian	5:35 a.m. to 2:05 p.m.
Assistant Day	5:30 a.m. to 2:00 p.m.
Night Foreman	2:00 p.m. to 10:30 p.m.
Tues./Sat. Assistant	7:30 a.m. to 4:00 p.m.

When special activities beyond the shift occur, the employee will be given the option of changing his/her regularly scheduled shift. If a change in shift does not occur, overtime will be offered. Saturday shift is a straight eight (8) hours.

Mon./Fri. Assistant	2:30 p.m. to 11:00 p.m.
Mon./Fri. Graveyard	11:00 p.m. to 7:30 a.m.
Tues./Sat. Graveyard	11:00 p.m. to 7:30 a.m.
Feeder Assistants	Time will vary
Part time Sweeper	(20 hours per week)
Monday through Friday	7:00 p.m. to 11:00 p.m.

Middle Schools:

Head Custodian	5:35 a.m. to 2:05 p.m.
Assistant Day	5:30 a.m. to 2:00 p.m.
Night Foreman	2:00 p.m. to 10:30 p.m.
Assistant Sweeper	3:00 p.m. to 11:30 p.m.
Feeder Assistants	Time will vary

Elementary Schools:

Head Custodian	5:35 a.m. to 2:05 p.m.
1st Assistant	2:00 p.m. to 10:30 p.m.
Exceptions	3:00 p.m. to 11:30 p.m.
Assistant Sweeper	3:00 p.m. to 11:30 p.m.

Exceptions:

Head Custodian (Bancroft)	6:00 a.m. to 2:30 p.m.
Sweepers	3:00 p.m. to 11:30 p.m.
Plant Department	11:00 a.m. to 7:30 p.m.

ITSC Sweeper	4:00 p.m. to 12:30 a.m.
Libby Center Summer Schedule	
Head Custodian – Monday thru Friday	5:30 a.m. to 2:00 p.m.
1 st Assistant – Monday thru Friday	9:30 a.m. to 6:00 p.m.
2 nd Assistant – Tuesday thru Thursday	6:00 p.m. to 11:30 p.m.
Saturday	3:00 p.m. to 11:30 p.m.

Grounds Crew:

All employees	6:45 a.m. to 3:15 p.m.
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Personal clean up is a part of the regular work day.

Employees may use flex time where appropriate and with approval of supervisor (i.e., special spraying and snow removal)

Warehouse:

Drivers	7:00 a.m. to 3:30 p.m.
Clerk/Relief Driver	7:00 a.m. to 3:30 p.m.
Clerk	7:00 a.m. to 3:30 p.m.

- B. Any time worked in excess of eight (8) hours per day during the regular workweek shall be at the rate of time and one-half (1 1/2). Sundays shall be at the double-time (2) rate providing Sunday is not part of the regular shift.
- C. Compensatory time if offered and accepted, will be taken in accordance with the Fair Labor Standards Act.
- D. Employees who have generated compensatory time during the year must use it by August 15 or the District will pay out any unused compensatory time balance an employee may have. Compensatory time may be taken with no less than twenty-four (24) hours of notice to the supervisor provided that the workstation can be adequately covered.
- E. Employees called back to do overtime work shall receive a minimum of two (2) hours pay at the time-and-one-half (1 1/2) rate. "Callback" is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Callback time begins at the time that the employee arrives at his/her assigned workstation. Cold weather building checks are callbacks. Building custodians have the right to refuse to do cold weather checks.
- F. Head custodians, or their designee, are authorized to work overtime on days that require snow removal. Such overtime shall be monitored and controlled by the Plant Department and Operations Supervisors.
- G. The principal (or site administrator) and head custodian of the facility, after considering input from the supervisor, shall determine custodian work hours during teacher option days, curriculum days, semester break days, and early release days. Express and Parks and Recreation activities must be covered. The head custodian of the facility must then notify the supervisor of the change in employee hours. If the parties cannot agree, the operations manager shall mediate or make the decision for them. In any case, the employee may choose to continue to work their regular shift.

During winter and spring breaks, non-day-shift employees shall work the day shift, which will end no later than 4:30 p.m. unless school-related activities so warrant or an emergency exists.

- H. When an employee is needed to work overtime because of workload within a department and/or work site, an extra school sponsored activity, a group who is using the school facility or other reason, employees from within the impacted department (warehouse or grounds crew) or work site (custodians) will be sought first. Head custodians or supervisors shall rotate such assignments on a seniority basis to those qualified who perform the tasks required. If no one in the department or at the work site expresses interest, supervisors may assign the job to itinerant employees who are interested and qualified. Guidelines for overtime rotations are included as Addendum E. A chart showing every person's overtime rotation will be kept by the head custodian or supervisor and posted at each work site.

For activities outside the scheduled custodial work hours, the site administrator and the head custodian will meet and determine custodial services needed for the activity. If the site administrator and head custodian cannot agree, the custodial supervisor shall mediate or make the decision for them.

- I. If buildings are to be used for extended summer programs (e.g., summer school, express, athletic camps, etc.), the site custodians will work with their building administrator and operations supervisor to determine the need and means to address the additional workload. The intent of this section is to ensure that the building is ready for the start of the school year.
- J. Each work site will have a system in place for the advanced notification and input from head custodians of planned building activities which could potentially impact custodial services.

When privately contracted construction work is done inside of a district school or building that maintains regularly assigned custodial hours, the head custodian will be notified. If the work is done outside of the time when a custodian is on assigned duty, then the following custodial coverage shall apply:

1. When a contractor causes a custodian on his regular shift to extend his/her normally scheduled time for cleanup and/or securing the building, arrangements may be made between the head custodian, or his/her designee, and the contractor to extend the custodian's shift as appropriate, and the expense shall be the responsibility of the private contractor.
2. When privately contracted work is "obtrusive" and it occurs at times when a custodian is not on duty, e.g., during the night or on weekends, a custodian shall be assigned to be on duty during the period the contractor is in the building. During these hours the custodian will perform duties as specified by the custodial supervisor. The cost for this custodial time may be billed back to the contractor by the district, depending on the terms of the bid specifications.
3. When privately contracted work is "unobtrusive" and it occurs at times when a custodian is not on duty, e.g., during the night or on weekends, a custodian will be on duty two hours at the beginning of the contract work to assist with setup arrangements. A custodian will also be on duty two hours at the end of the contract period to assure the site is secured and the area is properly cleaned. If additional time is needed, it shall be worked out mutually between the custodian on duty and the area supervisor. During the two-hour setup and shutdown periods, the assigned custodian will do supplementary workload projects as specified by the head custodian. The cost for this custodial time may be billed back to the contractor by the district, depending on the terms of the bid specifications.

Definitions:

1. "Custodian" - a represented employee of the SEA custodial bargaining unit.
2. "Privately Contracted Construction Work" - includes district public works which is alteration, repair, remodeling, or renovation to and within an existing functioning facility.
3. "Obtrusive" Work - Contract work that generates dust and/or debris requiring cleanup; major moving of furniture and equipment. Examples are not limited to but include cutting into wall, floor or ceiling, re-carpeting, painting, replacement of major components to HVAC, and other situations where the district believes having a custodian on duty is necessary to secure and/or protect district assets.
4. "Unobtrusive" Work - Contract work that does not generate dust or debris, and the contractor is required to clean the site from any work before leaving. Examples are not limited to but include performance contracting and work related to the installation, maintenance and/or removal of technology.

Schedule of Work:

Normal working hours for contractors doing work inside of district school buildings should occur during normal hours of custodial coverage.

When it is necessary for a custodian to work outside of his/her regular duty hours to enable a contractor to perform construction work, the overtime cost shall be reimbursed to the district by the contractor at the current rate for regular overtime, or for premium overtime (Sundays and holidays). Any call-out custodial overtime is a minimum of two hours.

- K. SEA will be authorized to hold four (4) school site meetings a year during the 30-minute period before or after the student day.
- L. For sites with the summer Hub and Express programs, the Head Custodian will meet with custodial supervisors prior to the end of the school year to review the summer workloads and establish criteria for additional help when sites are impacted by summer programs. Sites with the largest programs will receive additional help if available.

Section 4 - Summer Hours

- A. Summer work hours except for grounds employees shall include an option of working four ten hour days instead of the normal five eight hour days as long as building activities like summer school, Express, teacher option days, etc. are covered. Express sites will be provided substitutes, as available, so employees can participate in the four-ten program. Grounds employees work schedule will be modified in mid-April to correspond with elementary and middle school WASL test dates. Start times for grounds crew will begin at 6:00 a.m. to 2:30 p.m. Schedule will end the last full week in September and will return to normal work hours.
- B. Custodian summer work shifts shall begin at 6:00 a.m. for those working ten (10) hour days and 7:00 a.m. for those employees working eight (8) hour days. The summer schedule shall be in effect beginning the Monday of the first full week after school is dismissed through the last full week prior to the start of school. Beginning two weeks before the start of school buildings will have at least one custodian flex his/her schedule so building coverage is maintained until 6:00 p.m., if requested by the principal.
- C. Warehouse worker summer schedules shall include an option of working four-ten hour days instead

of the normal five-eight hour days. The summer schedule shall be in effect beginning the Monday of the first full week after school is dismissed through the last full week before school starts. To assure full coverage during the last two weeks prior to the start of school the warehouse supervisor shall have the right to eliminate the four-tens to assure that all deliveries can be made on time. The shift to be worked on the four-ten hour options is 6 am to 4:30 pm. To assure full coverage the additional day off will be mutually agreed upon by the supervisor and the employees. The shift for the five to eight hour a day employee will remain as assigned in Article 3, Section 3 of this agreement.

D. Non-twelve month employees hired for summer employment shall be considered twelve-month employees.

Section 5 - Meal Breaks

Except in cases of an emergency, an employee shall not be required to work in excess of five (5) consecutive hours without a thirty (30) minute meal period; employees working three (3) hours or more past the normal work shift shall be allowed one (1) thirty (30) minute meal break during the overtime period.

Section 6 - Rest Break

All employees working an eight (8) hour daily shift shall have one (1) fifteen (15) minute compensable rest break during the mid-part of the first four (4) hours of the work shift at a time to be designated by the Association member responsible for the department (warehouse or grounds crew) or the work site (custodians), and shall have one (1) fifteen (15) minute compensable rest break during the mid-part of the second four (4) hours of the work shift at a time designated by the same person indicated above.

Section 7 - Custodial Absence from Building

Custodians will be able to leave their work sites during lunch periods or with the consent of the principal and/or supervisor. Off duty custodians will not be held accountable for the condition of school buildings and/or facilities during extracurricular activities.

Section 8 - Warehouse Supervisor Absence

When the Warehouse Supervisor is absent, the most senior Warehouse Person will assume non-supervisory duties as well as continue to perform his/her own assignment. The rate of pay for these additional duties would be 12 percent above the employee's regular hourly rate.

If the most senior Warehouse Person is not available, the individual selected will be based on the rotation list starting with the most senior based on district warehouse seniority. The rate of pay would be 12 percent above the employee's regular hourly rate.

Section 9 - Vacation

Twelve-month employees:

1. Twelve month employees shall earn vacation monthly on a pro rata basis.

Years of Service

1-4 years - 6.66 hrs./mo.

5-9 years - 10 hrs./mo.

Vacation Eligibility

10 days or 80 hours

15 days or 120 hours

10-24 years - 13.3 hrs./mo.
25 plus years - 15.4 hrs./mo.

20 days or 160 hours
23 days or 185 hours

2. **Non-Restricted Vacation Days**

In addition to the above noted vacation days each employee will be granted an additional three non-restricted vacation leave days annually. These days are separate from regular vacation days, can be accumulated up to a total of five (5) and will be front loaded each year. Three (3) non-restricted vacation leave days may be taken for which no reason need be given. The employee is not required to state the reasons for the request to take such leave days. These leave days are separate from sick, injury, and emergency leave days.

Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.

Employees who elect to not utilize these days may elect to cash out days as provided in number 7 below. These days are prorated for a partial year worked.

Employees who request to cross-train in advance for no less than three (3) consecutive non-restricted vacation days may be paid at the cross-training rate, if qualified, and the sub-out-of-class rate if not qualified.

3. **Vacation Requests on Non-Student Days**

Requests by twelve-month employees for vacation during periods of non-student days shall be granted providing that work site coverage as determined minimally necessary by the District can be maintained. Requests for vacation during periods of non-student days must be made by the end of the prior regularly scheduled workday.

4. **Vacation Requests on Student Days**

Requests by twelve-month employees for vacation during periods of student days shall be granted providing that work site coverage as determined minimally necessary by the District can be maintained. Custodians requesting vacation during periods of student days shall be limited to a total of 10% of the Custodian Department at any one time. Selection shall be made on a seniority basis as long as the requests have been submitted at least thirty (30) days in advance. If requests are not submitted at least thirty (30) days in advance, requests shall be granted on a first-come, first-served basis. Custodian's requests for vacation during periods of student days must be made by the end of the prior regularly scheduled workday.

5. Any terminated employee will receive prorated vacation pay on their last warrant.

6. Twelve month employees requesting vacation during periods of non student days shall be granted at the time requested by the employee providing that work site coverage as determined minimally necessary by the District can be maintained. During summer non-student days, employees with high vacation leave balances (defined as combined vacation time of eight weeks or more) and who are assigned to elementary schools regularly staffed with two or fewer employees, may request and be granted to take vacation at the same time if all other means to schedule building coverage have been exhausted by the employees and administration. Employees requesting vacations during periods of student days shall be limited to a total of 10% of the bargaining unit at any one time. Selection shall be on seniority basis as long as the requests have been submitted at least thirty days in advance. If requests are not submitted at least thirty days in advance,

requests shall be granted on a first-come, first-served basis up to the limit. Special requests for vacation for the two weeks before school starts will be taken into consideration.

7. Employees may carry over up to one half of their earned regular vacation and up to two (2) days of non-restricted vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer his/her vacation because of work schedules. In any year an employee may choose to sell back up to three (3) days of non-restricted vacation at the true per diem rate so long as in the last two years of employment the maximum total vacation days for cash out purposes does not exceed thirty (30).
8. All twelve-month custodians shall schedule vacations at times during the year other than the ten working days prior to the start of school and the five days after the start of school.
9. In order to provide continuity of staffing and cross training during periods of pre-approved sick or vacation leave, employees who request to cross-train in advance, and who meet the same qualifications at the same work site as the person on pre-approved sick or vacation leave may, at their option, choose to replace the employee on pre-approved sick or vacation leave for the duration of that time period. Seniority will be used to determine who has first choice, then second choice, etc. For this paragraph, pre-approved sick leave refers to absences of over 5 days. The pay level for cross training will be at the level of the person being replaced, at the replacement worker's longevity step.
10. The rate of pay for an employee filling a higher level custodial job classification in an out-of-class capacity (who doesn't meet the required qualifications for the position, i.e., appropriate license, first aid card, or other qualifications, or had not been requested by the employee in advance) shall apply from the first day in the position, provided the absence is for one day or more. The rate of pay will be at the level assigned to the position being filled and at the step which provides the out-of-class employee at least a \$.10 per hour increase in pay.
11. If a custodian does not use any vacation during student days, he/she will get one additional day of vacation for every five days he/she does not use, providing it must be taken during non-students days. Employees in use it or lose it situation, under unique circumstances, may request to use up to three (3) days of vacation on student days without losing bonus days eligibility. These days may be granted with supervisor approval. District and SEA will be providing education to the members about their options to use, sell back up to three (3) days, or donate to the shared leave pool.

Section 10 - Non twelve Month Employee Vacation Leave

Two vacation leave days will be granted each year. These days can be accumulated to a total of five (5). Vacation leave days may be taken and the employee is not required to state the reasons for taking such leave days. These leave days are separate from sick, injury, and emergency leave days.

Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days for which no reason need be given, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.

Employees who elect to not utilize these days will receive an amount equal to one day's pay for each unused day. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.

Non-twelve month employees will earn a salary increment stipend. See Article V Section 2 Stipends for details.

Section 11 - Holidays

- A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day and Independence Day.
- B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, and Memorial Day. If the employee is hired to work both days on each side of the Fourth of July, they will receive holiday pay for the Fourth of July.
- C. Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- D. Should Christmas Eve Day/New Year's Eve Day fall on a Friday, the holiday shall be observed on the preceding Thursday. Should these days fall on a Saturday or Sunday the holiday shall be observed on the preceding Friday.
- E. Any employee required to work on any of the listed holidays shall be paid at the double-time rate in addition to his/her regular pay. The employee at his/her option has the right to take compensatory time at the rate it was earned instead of pay. Employees will not be required to work on Labor Day except in emergency situations.
- F. If a holiday lands on a planned vacation day, the employee will not be charged a vacation day.

Section 12 - Layoff and Recall

- A. If it should become necessary for the District to reduce the work force, the number of positions that are to be retained in each department and in each job title shall be determined by the District. Seniority shall prevail in each department for determining such layoffs. In the event that two or more employees have the same seniority date of work, the tie shall be broken as determined by a toss of a coin. The winner being the most senior. Seniority for the purpose of this section shall mean that such layoffs shall start with the last person hired and proceed up the list in order of hiring date.
- B. Should the work force again be increased, the employees will be called back in the reverse order in which they were laid off to any position within their department that is equal to or less than the salary level from which they were laid off and had served in successfully for more than sixty (60) working days for custodial and warehouse employees, and one hundred twenty (120) working days for grounds employees and meets the minimal qualifications listed in the job description comments at the time of the layoff. Employees shall only have recall rights within departments where they have current seniority. Seniority earned before the layoff will not be forfeited when an employee returns on recall except as specified in paragraph D below.
- C. Employees with District seniority in more than one department shall be included on multiple lists. For employees having seniority in multiple departments within this unit, layoff from their current department will be treated as involuntary transfer.

- D. Seniority shall terminate after twenty-four (24) consecutive months of continuous unemployment or shall terminate at any time if the employee declines a recall to work. If the employee accepts the recall, the employee will be given two weeks to return to work. In cases of injury on the job or an employer approved leave of absence, said employee's seniority shall terminate after twenty four (24) consecutive months of continuous unemployment.
- E. It shall be the sole responsibility of the employee to notify the employer of a change in address. If a certified or registered letter, returned receipt requested, fails to produce a response from the affected employee within seven (7) calendar days of the sending of the letter of recall, then the employer shall be absolved from any further responsibility to attempt to locate the employee, and that employee's name shall be removed from the recall list.
- F. Unused accumulated sick leave shall be restored to the employee upon his/her return to active employment. Other benefits will be reinstated as appropriate to the position held.

Section 13 - Conference Procedures

Should an employee be requested to attend a meeting by a District official regarding a problem relating to his/her performance or other employee related issue, it is understood that he/she shall be advised of any source of complaints and/or the nature of any discrepancies in his/her work. Such meetings will occur during the employee's regular work day or if outside the regular work day be paid for at the appropriate rate of pay. Each employee should at all times feel free to visit the appropriate District office and present any such problems which he/she may have.

Section 14 - Progressive Discipline

- A. The District has the right to discipline, suspend, or dismiss for just cause. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations. All disciplinary action shall be in accordance with the principles of progressive discipline. Progressive discipline includes: verbal warning, written warning, written reprimand, and termination. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by his/her supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond. Such notification must include complainants' name(s). An employee or group of employees shall have the right to be accompanied by a representative of the Association during any such meeting. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
- D. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
- E. After two (2) years from the date of the discipline, during which the employee has not had a recurrence of the behavior cited, the employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline. From the date of the request to lower the discipline level of the document, if there has been no reoccurrence, the new level of discipline

will be noted as revised and dated on the original document. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only. Two years after the issuance (or dated change) of a verbal warning, the verbal warning will be removed from the supervisor's file upon receipt of a written request from the employee. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future discipline of the employee.

- F. The Washington Administrative Code governing acts of unprofessional conduct will be used as the guideline for all employees. In the event the disciplinary action falls under these standards, the two-year provision of this section may not apply.

Section 15 - Employee Files

A. Personnel Files:

1. There shall be only one personnel file located within the District. The personnel file of each employee is confidential and, as such, shall be available for inspection only to the management of the District and the individual employee. Upon request, and by prior appointment, an employee shall have the opportunity to review the contents of his/her personnel file and copy, at his/her expense, materials within the file.
2. At the employee's request, some other individual of the employee's choosing may be present for the review of the personnel file. Review of the personnel file will be supervised by the assistant superintendent for human resources or his/her designee. Nothing in the file may be removed, changed, or destroyed by the employee but the employee may work with the director for educational support personnel to have materials added or removed from the file.
3. The employee shall have an opportunity to attach written comments to anything in his/her file which he/she considers to be derogatory. Any material except that material required by statute or placed as a result of disciplinary action, will be removed, if so requested in writing, from the employee's file two (2) years after its initial placement.
4. Any material relating to the process of the grievance only shall not be kept in the personnel file. Material that relates to the substance of the grievance may be kept in the personnel file until the disposition of such is determined in the individual grievance. Grievance files shall be kept in the possession of the hearing officer only.
5. Any derogatory document not provided to an employee within fifteen (15) work days after receipt 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 his/her personnel file without the employee having been provided a copy first and been provided the opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.

B. Supervisor File:

1. An employee's supervisor(s) may maintain a supervisory file at his/her work site.
2. The supervisory file is kept for the purpose of containing material pertinent to the employee's

performance and for completion of an employee's evaluation(s)

3. The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time, within 24 hours if possible, for such review. The employee may choose to have a representative present. The employee may copy materials from the file at his/her own expense.
4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions and verbal warnings which will be forwarded to human resources. Documentation forwarded to human resources will be filed in the personnel director's office. Documentation of counseling sessions will be destroyed after one (1) year and documentation of verbal warnings after two (2) years, provided that no further issues of a similar nature have occurred during that period of time.

C. Other Materials:

1. The District has the right to maintain investigation, discipline, grievance, and litigation files which contain confidential materials.
2. The materials in such confidential files are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of discipline, grievances, litigation, or investigations.
3. These confidential materials will be kept separate from other employee files; provided that materials regarding discipline may be placed in the personnel file, as provided for in the Progressive Discipline section of this Agreement.

D. Applicability of Public Disclosure Laws:

Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

Section 16 - Assignments and Transfers

A. Definition of Terms:

1. ASSIGNMENT: An individual's current job placement.
2. OPENING: A position that is available to members of a bargaining unit.
3. TRANSFER: Voluntary or involuntary movement of staff.
 - a. INVOLUNTARY TRANSFER: Placement by the District in as similar a position as is feasible within the same bargaining unit.
 - b. VOLUNTARY TRANSFER: Movement from one position to another within the same pay level.
4. PROMOTION: When an employee changes from one assignment to an assignment whereby the employee receives increased hourly pay.

5. VACANCY: A position that is available to individuals outside of the bargaining unit.

B. Sequence of Assignments and Transfers:

1. Declaration of openings as they become available
2. Placement of employees who have been previously involuntarily transferred
3. Placement of new involuntary transfers if there is a need
4. Placement of returns from leave
5. Posting of openings
6. Voluntary transfers
7. Posting of vacancies outside the bargaining unit

C. Declaration Of Openings Procedures: The District will identify all known openings as they occur throughout the year.

D. Placement Of Employees Who Are On Involuntary Transfer Status From Prior Years Procedure:

1. The District will generate a list of those who are under involuntary transfer status from prior years.
2. Based on known available openings and the information on return to a comparable position, employees will be offered transfers (see E.13). Employees not matched to openings will remain on involuntary status until a match is offered.
3. Employees offered a match may decline and remain where they are currently assigned but will be taken off of involuntary transfer status.

E. Involuntary Transfer Procedures:

1. Prior to any involuntary transfers occurring, the District will identify the location and number of staff needing to be relocated.
2. Employees identified for involuntary transfer will be least senior in the bargaining unit within the classification at the identified site.
3. All identified surplus staff will be ranked from most to least senior.
4. In an attempt to prevent involuntary transfers, the District will seek volunteers to take the place of those identified for involuntary transfer. For purpose of selecting a new assignment, volunteers will assume the seniority ranking of the employee they are replacing. When an individual's turn to select a new position comes up he/she may withdraw his/her offer to volunteer and the originally identified employee will be placed back on the involuntary transfer list.
5. All known open assignments will be listed.

6. The identified employee will be involuntarily transferred into an existing opening in the same classification. If more than one position is identified for involuntary transfer, the selection of available openings shall occur in order of bargaining unit seniority.
7. If no openings exist in the same classification, the identified person will displace the least senior employee in that classification.
8. The person displaced shall have the ability to displace the least senior employee at the next lowest pay level, as long as they exhibit greater bargaining unit seniority, and as long as openings at that level do not exist.
9. Involuntarily transferred employees shall suffer no financial loss, but in no case shall an employee receive a promotion through this provision.
10. An employee may only access positions through this provision for which he/she is qualified, and in departments for which he/she has bargaining unit seniority.
11. Selection of a site includes agreement with the site's charter and any prior approved variance(s).
12. If the involuntary transfer does not agree to accept the charter and agreed upon variances at any of the available options he/she may be assigned as a regularly employed substitute for the District or be temporarily assigned to a site. The employee will be offered other positions as they become available throughout the year.
13. When an involuntary transfer occurs, the employee will fill out a form indicating a comparable position to which he/she would wish to be returned. Comparable position may include work site, classification, shifts or a combination of these.
14. Except for seasonal demands, no employee will be involuntarily transferred two years in a row.

F. Returns From Leave Procedure:

1. Prior to departing on a leave of absence, the employee will fill out a form indicating the type of position to which he/she would wish to be returned. Options may include work site, classification, shifts or a combination of these.
2. Employees returning from a leave of absence will be offered a choice from as like positions as possible based on their indicated interest and their qualifications.
3. Agreement to take the leave of absence means the employee is willing to accept the charter and any approved variances at the building where he/she is placed.

G. Posting Of Openings:

1. All open positions will be posted in a timely manner. A Notice of Position Opening shall be developed and posted on the District website for a minimum of five (5) days. Openings will be posted as soon as reasonably possible.
2. Staff with limited or no computer access may call Human Resources and inquire about postings.
3. The Notice of Position Opening shall contain all information necessary for an employee to evaluate

his/her interest in the position. For example:

- a. Position location and supervisor;
- b. Description of responsibilities, qualifications and terms and conditions of employment;
- c. Identification of existing charter, variances and any other governance documents and where the employee can obtain copies for inspection; and timelines and procedures for filling the position opening.

H. Voluntary Transfer Procedure:

1. Requests for transfer to a different position within the bargaining unit must be made on a form provided by the District as specific openings become available. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a transfer request form with Human Resources prior to leaving for the break.
2. Transfer requests from bargaining unit members who work in departments outside of the posted opening shall be accepted only if there are no requests for transfer from within the affected department or no one requesting transfer meets the qualification requirements.
3. Personnel hired from outside the affected department will not bring in any seniority earned in another department. Any such seniority will be retained in that department.
4. The employee selected for transfer must meet qualification requirements for the position and have a satisfactory work record absent any performance concerns.
5. If a license is listed as part of the job qualification for a position, the employee must obtain the license prior to submitting a transfer request. In the event that no custodians, who possess a license, apply for a license-required position, the District will select the senior qualified applicant less the license, from the applicant pool.

The District shall agree to allow the newly hired or transfer custodian up to two testing opportunities as administered by the county.

Custodians who do not obtain the required license, within the two-testing opportunities, will remain in the license-required position until such time as a position similar or equal to their original position becomes available and they successfully bid into it. Such custodians will be in a "forced bid" position for all job postings that are similar or equal to their original position on the same pay level.

Custodians hired into licensed positions without the required license will remain at their original rate of pay until the required license is obtained.

Custodians who fail to obtain their license, and are placed back to a similar or equal position, shall not be able to work in a license-required position until they obtain a license.

6. The employee must agree to sign the site charter and any site variances.
7. An opportunity to match the employee to these requirements and to provide the employee with opportunity to learn first-hand what the job entails will be provided through a face to face meeting between the employee and the supervisor of the site/program prior to granting the transfer.

8. Should two or more employees meet the requirements listed in H. 4-7, the position will be awarded based on seniority.
9. A represented employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.

I. Promotion Within The Department:

1. Employees may request a promotion to an assignment whereby the employee receives increased hourly pay by completing a promotion form as provided by the district as specific openings become available. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a promotion request form with Human Resources prior to leaving for the break.
2. The employee selected for promotion must meet qualification requirements, including licenses, for the position and must complete the following steps:
 - a. Visit the building to become familiar with the specific responsibilities and safety and maintenance procedures that are a part of the position.
 - b. Visit the site and meet with the supervisor/head custodian/worksite administrator to discuss specific needs.
 - c. Sign charter and any site variances.
3. Should the supervisor and/or representatives of the site determine that two or more employees match the requirements listed in I.2, the position will be awarded based on seniority.

J. Promotion Between Departments:

1. Transfer requests from bargaining unit members who work in departments outside of the posting shall be accepted only if they have seniority within the department and are qualified. If there are no requests from qualified individuals with departmental seniority, then requests from bargaining unit members from other departments would be considered. Employees may request a promotion to an assignment whereby the employee changes departments, if the employee has seniority within that department or no employee from within the department applies, by completing a promotion form as provided by the district as specific openings become available. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a promotion request form with Human Resources prior to leaving for the break.
2. The employee selected for promotion must meet qualification requirements, including licenses, for the position and must complete the following steps:
 - a. Visit the work site to become familiar with the specific responsibilities and safety and maintenance procedures that are a part of the position.
 - b. Visit the site and meet with the supervisor/head custodian/work site administrator to discuss specific needs.

- c. Complete an interview to determine prior successful experience related to the change of position, related skills or expertise, and overall match to the new position.
 - d. Sign charter and any site variances.
3. Should the supervisor and/or representatives of the site determine that two or more employees match the requirements listed in J.2, the position will be awarded based on the following:
- a. First consideration: prior work experience as it relates to the posted opening and/or other related experiences;
 - b. Second consideration: seniority.
- K. Posting Of Vacancies: Vacancies will be posted to individuals outside of the bargaining unit after all reassignment, transfer, and position placements have been made. Those filling vacancies will be placed in entry-level positions only. The District shall retain the sole right of selection of employees new to the District.
- L. The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would by-pass other transfer provisions and be agreed to by the employee.
- M. Up to five (5) educational support personnel, entry-level positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions. These positions are to enable the District to hire people who can offer special and unique contributions and to fill areas of shortage. The District will notify the Association, in writing, when this provision is applied.
- N. An employee who is selected for a transfer into a new position will begin that new position immediately. A substitute will be placed in the employee's former position. A permanent replacement will not be hired for the employee's former position until any employees who were interviewed, but were not selected for the transfer position have an opportunity to complete the grievance hearing process.
- O. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

Section 17 - Facilities, Fines and Identification Cards

- A. The District will provide employees with their initial photo identification card. Any employee who loses his/her ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees will be charged a replacement fee not to exceed the actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.
- B. Every effort needs to be made to recover lost district property through appropriate channels (e.g.. fines, security, withholding records, criminal prosecution.) If restitution is obtained, those dollars will be credited to the school or non-school department (e.g. custodial services.)

Money received from restitution will be used solely for the replacement of lost, stolen or damaged books, supplies and materials or lost, stolen or damaged non school department items (e.g. snow blowers).

- C. An employee shall not be discriminated against as to the operation of building environmental air control systems based on the shift he/she works or the time of year he/she works. Employees will operate, if possible and/or feasible, only those parts of the system which function in work site areas they are working in.
- D. If there is an environmental concern at a district work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern.

Based on the reported concern, the District Industrial Hygienist will:

- Test and monitor the area.
- Track the employee concern as reported on physical hazard notification forms and employee logs.
- Facilitate, research, and recommend solutions in a timely manner.
- Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.

For unresolved indoor environmental issues, the Joint Indoor Air Quality Committee will be consulted for recommendations.

1. The Committee shall be comprised of the District's Industrial Hygienist, the Director of Maintenance (or designee), the Director of Safety (or designee), and three (3) SEA representatives (to be communicated by SEA to the Industrial Hygienist annually).
2. If the Industrial Hygienist position is vacated or discontinued, the Committee shall select independent testing groups.

Section 18 - Seniority

- A. Seniority shall be defined as the length of service by department 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. A paid holiday shall be counted as the first working day in applicable situations. Employees with seniority in more than one department shall carry that seniority separately.

In the event that two or more employees have the same seniority date of work, the tie shall be broken as determined by a toss of a coin. The winner being the most senior.

- B. The District shall prepare and annually post the seniority list on or about February 1 of each year. Copies shall be forwarded to the Association office. The District will make a seniority list available to employees annually. The list will not include employee social security numbers.
- C. Employees' earned seniority shall not be lost due to illness, authorized leave of absence or temporary layoff.
- D. An employee shall lose seniority and be deemed to be separated from employment with the District if employment terminates. In the case of an employee who fails to return to work at the end of a leave of absence, the District shall send a certified letter to the employee's last known address, asking for the employee's intentions. If the employee has not responded within ten (10) calendar days after the District sends the letter, the District may proceed with terminating the employee.

Section 19 - Employee Protection

- A. The District will make every reasonable effort to assign itinerants to cover absent custodians. Urgent situations may preclude covering all absentees.
- B. The District agrees that it will include employees as insured in the District liability plan while engaged in work responsibility at the work site or while traveling between work sites as an employee of the District.
- C. The District shall provide a safe and healthful working environment for all employees. Conditions which employees consider to be unsafe or hazardous shall immediately report them to their supervisor. All such conditions shall be potential topics for discussion at labor/management meetings.
- D. Employees who sustain a personal injury/illness, covered by workers' compensation, in the course of employment will be paid full salary for the period of absence less the amount of the workers' compensation award made for disability due to such injury/illness; such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry Order and Notice Form approval. After thirty (30) workdays, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.
- E. The District shall reimburse employees for replacement of any clothing or other personal property damaged, destroyed or stolen during the course of their employment providing steps have been taken to secure such property by locking or other appropriate security measures. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or \$100, whichever is less. In no case shall this article apply to the normal wear and tear of clothing or other personal property.
- F. Protection for Automobiles:
 - 1. The District shall reimburse employees for vandalism damage done to an employee's vehicle under the following conditions:
 - a. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the vehicle which has been damaged.
 - b. The vandalism must have occurred while the employee was at a district work site performing district business.
 - c. Reimbursement shall be made per vandalism occurrence in the amount of \$125 or the employee's deductible, whichever is less.
 - d. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal or supervisor and to the District security department.
 - e. Damage resulting from a collision or damage from another vehicle is not reimbursable.
 - 2. All claims for reimbursement for loss require a certification of valid insurance with the amount of the employee's deductible by a representative of the employee's insurance company. Forms will be available from the District business office.

3. For those employees who have no personal insurance, the District agrees to reimburse up to one-half (1/2) of the loss not to exceed one hundred dollars (\$100).

G. Graveyard and/or swing shift personnel responsible for outside security checks will be provided a (5 cell) flashlight and a means for emergency communication.

H. Where two (2) employees are normally assigned duty and security checks are required, hours will be arranged to accommodate two (2) people doing security checks.

I. Injury Related Reassignment:

Any employee who, because of health reasons, is unable to perform the duties of the employee's regular position at the time a physician or medical panel certifies that the employee is unable to work, may be reassigned to another position without the position being posted and without regard to seniority. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. An employee not represented by the Association may be temporarily assigned (as recommended by the consulting physician) into a represented position without the position being posted and the employee shall not be required to pay a representation fee. Such medical reviews shall not total more than one (1) year.

An employee should not accept a position that requires working in a building alone unless he/she understands the potential danger and is qualified to assume the assignment. A communication device should be available to the employee. If an employee is given an assignment outside of their regular duties requiring them to work alone, that employee may decline the assignment without repercussions if they have safety concerns.

J. All staff, on a need to know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. "Shall be informed" is a shared responsibility between staff and administration and support staff. "Evidenced behaviors" are obtained through a self-report registration document as well as any other information that clearly presents a safety problem. A student cannot, however, be withheld from class pending the schools receipt of the student's records. Certificated staff shall be provided with specific information about the known behavior pattern(s) of the student(s), including the student record except as outlined in Policy 3400 where release by the student is necessary or where the record is the working notes only seen by the person making them. In addition all staff, based on a need to know basis as defined by law, shall have access to the above-mentioned information as they feel the need arises.

Staff will be provided with suggested strategies for managing those behaviors. The sharing of confidential information about a student is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students, and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). Any other information that is not contained in the student record that is not confidential will be communicated to staff who have a need and an interest to know.

K. Any case of assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee. The District will counsel with the employee on those legal rights and alternative courses of action available to the employee. The District acknowledges the extraordinary impact that assault on staff members has on the educational process and will, therefore, take more severe disciplinary action for exceptional misconduct. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process

rights. The District will also attempt to apply the same disciplinary standards to special education students. It is understood, however, that specific legal requirements and limitations apply to the discipline of special education or Section 504 students.

For the purposes above, the following definitions apply:

ASSAULT: A reckless or intentional act, which results in harmful physical contact on a staff member.

THREAT: A threat to a staff member, which creates a reasonable fear of bodily harm.

- L. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if he/she is found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.
- M. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.

Section 20 - Assignment of Itinerant Custodians

A. Assignment of itinerant custodians will be done on a seniority basis as follows:

- 1. Seniority shall be defined as time spent as an itinerant custodian.

B. Overtime Rotation:

- 1. The plant department will survey all itinerant custodians to see who is interested in overtime. Itinerants may choose to move on or off the list at any time, but the responsibility of informing supervisors belongs to the itinerant. New itinerant custodians will be asked for their choice at the time they begin working.
- 2. Those interested in overtime will be divided into two groups. One group will be called for overtime for a month and then the other group will be called. Calls will only be made to the group not "up" if no one is available in the primary group.
- 3. The plant department will keep track of the number of times an employee has been called for overtime. Declining overtime counts the same as accepting in terms of equalizing the opportunities. All overtime opportunities, whether in the month an employee is "up" or not, are counted for equalization purposes.
- 4. Equalizing overtime refers to the number of times an employee is given the opportunity, not necessarily an equalized number of hours.
- 5. If an employee is on the overtime call list and is out of leave, he or she will be called and given the chance to take the overtime unless he or she specifically tells the supervisors not to call.
- 6. The call list for each group will pick up where it left off the last time the group was "up." The list does not begin at the beginning each time.
- 7. If an employee gets an overtime call from anyone other than the supervisors, he or she must notify one of the supervisors the next working day.

8. Itinerants assigned to buildings will be part of the normal in-building overtime rotation process. Any overtime received in such a situation should be communicated to one of the supervisors by the next working day and will be accounted for on the equalization list.

Section 21 - Licenses

If an employee cannot take any test for a license outside of his/her regular shift, up to two hours with pay will be allowed to take a test for any license which is currently required by the District and needed to maintain a job classification or which would assist the employee to better his/her qualifications. No more than two (2) attempts per employee will be allowed annually.

Section 22 - Special Consideration Materials

All grounds crew employees will be designated for and trained in handling materials that require special environmental and safety considerations in handling. Gardener 1 employees shall receive a stipend of \$100 per year. Gardener 2 employees and the Grounds Foreman shall receive a stipend of \$200 per year. The stipend(s) will be prorated for partial year worked.

Section 23 - Change of Address or Telephone Number

Employees will have on file with the District a phone number and address at which they may be contacted.

Section 24 - Custodial Inspections

- A. It is planned that regular inspections of the District's plants be made by supervisory staff of the plant department in the company of the head custodian and/or night foreman/1st assistant and the employee. The purpose of these inspections is to determine whether proper standards are being maintained and, if not, to analyze the situation and determine the cause.
- B. If during the course of the normal workday operations, the head custodian or night foreman becomes aware of something which should be brought to the attention of an employee currently off shift, that head custodian/night foreman should note the situation and bring it to the attention of the employee during the employee's next shift.
- C. Grading scales for inspections will be Satisfactory /Requires Improvement/ and Unsatisfactory.
- D. When a head custodian and/or night foreman sends a memo to the supervisor, there must be a response indicating what action was taken if the employee so requests. The head custodian and/or night foreman will always be informed of any custodian non-performance or poor work complaints in his/her building. He/she will be involved in the process of remedial action taken to the extent allowed by proper division of labor and management in this type of action.

Section 25 - Probation

All new Custodian and Warehouse employees shall serve a sixty (60) working day, and all new Grounds employees shall serve a one hundred twenty (120) working days probationary period during which time a District review shall be conducted to determine whether the appointment is to be continued. At least fifteen days prior to the completion of the probationary period, employees determined to have an unsatisfactory performance level will be provided with a specific list of concerns to be addressed in order

to continue employment. Grounds employees will have retroactive probationary period rights from previous years successful service.

Section 26 - Mentor Program

The District will establish a mentor program for in-house training of new employees.

Section 27 - Training

- A. The Association and District shall jointly plan training institutes on Saturdays, evenings or other agreed upon times for any educational support staff. While these institutes will be geared primarily for educational support staff, all employees will be welcome. The District shall provide a training fund of \$15,000.
- B. Each new employee and any current employee who hasn't received training will be instructed in all phases of work, machinery, scrubbers, etc., as necessary.
- C. All employees who are required by the District to maintain first aid/CPR certification will attend classes during the workday or be compensated at the appropriate rate of pay if outside the workday.
- D. Mandatory meetings between custodial staff at each school and supervisors will be held at least once a year. Training to take place and the timing of such meetings will be determined by the head custodian in consultation with the supervisors.
- E. Employees will be surveyed each year to help determine appropriate training desired by each unit. The needs assessment does not preclude staff members or the Association from presenting in-service program suggestions at any time. Any time in-service training is required by the District, the classes or training shall be held during the normal workday or be paid at an employee's true per diem at the District's option.
- F. The District shall provide space and materials up to \$1000 for classes for the first year and \$600 for each year thereafter for members attempting to attain proficiency in the English language and/or for members attempting to attain a high school equivalency diploma when such classes can be arranged by Association providing an instructor from District certificated staff. Course content will cover basic education courses of study with a focus on reading, math, and passage of a high school equivalency test. Instructors' pay, at the normally negotiated rate of pay, may be paid from these funds.
- G. District will provide the books to study for the required boiler licenses to be available for check out at the plant department office and will explore organizing a class for custodians to take.
- H. When the District knows that a training will be a pilot or involves a professional commitment beyond the training session(s) and/or the contracted day, the District will state those commitments, to the best of its ability, within the course description.

Section 28 - Safe Work Sites

- A. Unless legally prevented from doing so, and in accordance with student due process rights, any student who has assaulted an employee will be reassigned to another site if or when the student is allowed back into school.
- B. All sites will be mandated to have a crisis plan, including plans for the office. The crisis plan must be

in print and a copy provided to each staff member at a review and information session at the beginning of each school year.

- C. At each building site, staff members will be provided with information and training regarding critical incidents which may arise in the conduct of their individual assignments. Topics to be covered should include, but not be limited to, anger management, diffusion techniques, conflict management, and problem resolution.

To assist staff faced with disruptive student behavior they find difficult to control the District will offer a variety of workshops, such as de-escalation training for aggressive and assaultive students, for employees. Classes will be scheduled a minimum of three times during each year of this contract. The District will use a joint task force under the direction of the Joint Safe Schools Coordinating Committee to assist in determining effective class offerings.

- D. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor; they will notify potentially affected staff in a timely manner, and in accordance with all state and federal laws.

Before a portable can be used as a workstation, the District will provide a functional communications system between the portable and main office.

- E. Assistance information will be provided in writing and explained to staff members at the beginning of each school year. Jointly, the Association and the District will develop an instrument which will provide specific items of information relative to assisting staff members who have experienced personal attacks to themselves or their property. Such acts may include, but not be limited to assault, theft, vandalism, harassment, threats, intimidation, etc.

Section 29 - Summer Mail Delivery

During the summer months, the District will maintain mail delivery to a designated spot at each work site at least once a week.

Section 30 - Site-Based Decision Making

- A. The Faculty Involvement Group (FIG) is a group of staff members who make recommendations to the staff, not final decisions.
- B. The District and the Association believe that the future of public education depends upon restructuring our public school system. Acting on this belief will require restructuring of the District and the Association and the development of new relationships between the Board, the District, and the Association, and the community at large. In order to act on this commitment, the District, through the Board, and the Association have created the Joint Committee on Site-Based Restructuring to oversee the process. Either party to this Agreement can terminate this Agreement by providing the other party sixty days notice. At least two meetings of the Joint Committee on Site-Based Restructuring must be held within the sixty-day period.
- C. Arrangements will be made to allow interested employees to participate in site-based restructuring efforts.
- D. **District Budget Impact on Building Budgets:** In order to better understand impacts of district budgeting on building budgets (distribution of dollars to buildings, non-employee related costs, building

budget carry forward, etc.), buildings will schedule a building budget information session or will share budget update data no later than November 30 of each year.

Section 31 - Drug and Alcohol Testing

- A. All employees required to hold a commercial driver's license shall be subject to the District's policy on drug and alcohol testing.
- B. The District shall pay the cost of any test, other than tests required as an initial condition of employment.
- C. The employee shall pay the cost of any test required as an initial condition of employment.

Section 32 - Student Workplace Training Opportunities

- A. The District and the Association agree that students benefit from opportunities to learn good work ethics and workplace skills. It is further agreed that students will at times be provided with these opportunities within the school environment, on a volunteer basis, for credit, and/or via paid status from various District and community sources.
- B. The District and the Association agree that students learning such work skills are not intended to take away work normally assigned to bargaining unit members. Should such work opportunities crossover into regularly assigned bargaining unit work, the following shall prevail:
 - 1. No student shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any student prevent the employment of persons who would otherwise be hired.
 - 2. If students are involved in employment-related activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision.

Section 33 - Joint Committee on School Calendar

A joint committee consisting of representatives of SEA and District management shall recommend the school calendar. The Committee's work will be completed by the last working day in April, two school years in advance of implementation.

Representatives from each group shall obtain input from their constituents regarding calendar options such as start and end of school, school breaks, non-student days, early release/late arrival days, conference days, emergency make-up days, and other calendar related issues.

Parent representatives on this committee may participate in an advisory capacity.

Should the legislature change the rules or regulations regarding the setting of the school calendar, the joint committee shall convene and develop a new calendar proposal.

The Association agrees that the District may alter the work year to meet emergencies or unforeseen circumstances, provided, however, that the total number of contracted workdays for the year shall not change. The schedule for workdays to be made up shall be subject to discussion in labor/management meetings, or through negotiations if necessary.

Section 34 - Custodian, Grounds & Warehouse Leadership Team

The District and the Association will establish a Custodian, Grounds & Warehouse Leadership Team that will meet on a regular basis to discuss and address employee issues as they arise.

Section 35 - Volunteer Opportunities

- A. The District and the Association agree that the District benefits from community volunteers serving in our schools. It is further agreed that volunteers will be provided opportunities to assist in the school system.
- B. The District and the Association agree that volunteers are not intended to take away work normally assigned to bargaining unit members. Should such volunteer opportunities crossover into regularly assigned bargaining unit work, the following shall prevail:
 - 1. No volunteer shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any volunteer prevent the employment of persons who would otherwise be hired.
 - 2. If volunteers are involved in activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision to the volunteer.
 - 3. Volunteers wishing to complete a project that would normally be assigned to bargaining unit members shall follow the Volunteer and Community Support Program process in accordance with Spokane Public Schools Policy and Procedure #9295.

ARTICLE IV - LEAVES OF ABSENCE

Section 1 - Reporting Absences

In the case of preplanned absence or inability of an employee to perform his/her duties, the worker shall notify the designated office or supervisor with a minimum of twenty-four (24) hours notice. In emergency cases the worker shall notify the designated office or supervisor as soon as reasonably possible.

Section 2 - Sick, Injury and Emergency Leave

- A. Employees shall be granted twelve (12) days of sick, injury and emergency leave at the beginning of each school year. Such leave days may be accumulated per year on a prorated basis for partial year worked to a maximum of two hundred forty (240) days. Employees shall phone the plant department/supervisor as soon as possible when it is determined they will take leave.
1. Sick leave is defined as days of absence from duty because of personal illness and for which no deduction is made in compensation of the employee, provided the employee has compensated leave balance. After an illness of five (5) consecutive days, employees may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five days.
 2. Emergency leave may be granted for problems for which pre planning is not possible or could not relieve the necessity for the employee's absence (ex. court appearance, religious holidays, funeral of friend, etc.).
 3. Sick, injury, and emergency leave may be taken to the full amount of accumulation.
 4. An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year.
 5. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.
 6. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued illness and injury leave.
 7. Employees who are members of recognized religious groups have the right to request in advance through human resources up to three (3) days per work year of non-accumulating accommodation leave when
 - a. the recognized religious group celebrates a holy day or religious holiday and

- b. requires attendance at the celebration and
- c. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

Section 3 - Maternity Leave

- A. Absence for Maternity - Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
- B. Notification - An employee shall notify the assistant superintendent of Human Resources in writing of the expected date of the birth of the child at least three (3) months before that date.
- C. Request for Leave of Absence - An employee, upon request, shall be granted a leave of absence from her position prior to the birth of the child; the exact date to be determined between the employee and the administration.
- D. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
 - 1. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.
 - 2. Sick leave will terminate following birth of her child on the date her physician indicates she can perform her employment responsibilities.
 - 3. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on sick/injury leave without pay for the duration of the period.
 - 4. A substitute may be placed in the employee's position during the period of absence.
- E. Return - An employee shall, within thirty (30) calendar days following the birth of her child, notify the District of the specific day she will return to work, which shall be not later than sixty (60) calendar days following the birth of the child, provided she has a release from her physician. Because of the circumstances relating to the timing of holidays, vacation periods, and the change of semesters, the administration and the employee may agree to deviations.

Section 4 - Family Care Leave

Employees shall be allowed to use their accrued sick leave to care for immediate family members with a health condition that requires treatment or supervision. Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter or person with whom one has had association equivalent to these family ties.

Section 5 - Parenting Leave

Employees may use up to thirty days of accumulated sick leave per year for introducing a new child into their family. This applies to regular childbirth as well as adoption. This leave is in addition to maternity leave.

Section 6 - Bereavement Leave

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, husband, wife, son, daughter, or other dependent child.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- C. In special cases, the superintendent or designee may extend the definition of immediate family and/or grant extra days.
- D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

Section 7 - Family and Medical Leave

Any eligible employee is entitled to a total of twelve (12) work-weeks of family and medical leave during any fiscal year (September 1 - August 31), as provided for in District Policy No. 5242, as revised, August 23, 1995. See Addendum B.

Section 8 - Jury Service

- A. A leave of absence with pay will be granted for jury duty; provided, however, that all per diem compensation received for jury duty performed during working hours shall be returned to the District. In the event per diem jury duty compensation exceeds the employee's daily salary, the employee shall return to the District only the equivalent daily salary.
- B. Upon receipt of a jury summons, the employee shall immediately notify his/her supervisor and shall request in writing that he/she be excused from work to perform jury duty.
- C. In instances where an employee is released from jury duty at midday or earlier, he/she shall return to his/her assignment.

Section 9 - Community Service Leave

- A. An employee representing the district may be excused by his/her principal or supervisor to attend an education related activity in Spokane County without submitting a request to the superintendent provided, in the judgment of the supervisor, his/her duties can be properly covered to the satisfaction of all concerned, and at no additional cost to the district.
- B. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

Section 10 - General Leaves of Absence

- A. Other leaves may be granted upon District approval for up to one (1) year without pay or District benefits, provided sufficient notice is given. Special conditions of the leave shall be put in writing at the time the leave is granted. The employee's failure to fulfill the special and regular conditions of the

leave will be considered a breach of terms and condition of the employee's leave agreement with the District and may be cause for disciplinary action. Seniority, and accrued sick leave at the time of the leave will apply on return from the leave. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from regular duties. The employee shall return to a position of equal classification and hourly rate if such position is available or to a position which is mutually agreeable to the District and the employee, if a position is available upon return.

B. The following types of leave will be considered under this provision:

1. Active military service (with pay if absence under RCW 38.40.060).
2. College, vocational course work or other sources of study preparation, providing it is job related.
3. Extensive travel—must be in best interest of the District.
4. Health of the employee or member of the employee's immediate family.
5. Child rearing leave - if not covered by family and medical leave.
6. Other educational service so long as deemed beneficial to the District.
7. Public Service Leave.

Section 11 - Education Leaves

- A. Employees who desire to further their education may request to move from full-time to part-time, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half-time. The employee will request the leave in writing.
- B. Upon approval by the District, an employee may take up to one year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which he/she is qualified, if a position is available at time of return.

Section 12 - Subpoena Leave

District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

Section 13 - Insurance Premiums While on Leave

The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

Section 14 - Shared Leave Pooling

A leave sharing pool shall be in operation within the District. Such bank shall operate under the rules as established and agreed between the Association and the District.

Section 15 - Natural Disaster

When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify his/her supervisor as soon as reasonably possibly of his/her inability to get to work so that staffing adjustments can be made to secure school facilities. Such authorized absence will not constitute loss of vacation, annual vacation leave, sick/emergency leave, or pay.

ARTICLE V - SALARY AND BENEFITS

Section 1 - Salary Schedule

- A. The salary schedule is attached as Addendum A. The monthly salary shall be calculated by multiplying the two thousand eighty (2080) hours times the hourly rate and dividing by twelve.
- B. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the personnel department of the District prior to October 1 of the present year.
- C. Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances of overpayments, is a minimum of \$25. Additional overpayment options may be utilized, if approved, when unique circumstances exist:
 - 1. Lump sum repayment.
 - 2. Equal payments to be completed by the end of the school year.
 - 3. Equal payments spread over one year.
 - 4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.Repayment will begin in the warrant following individual notification that such repayment is necessary.
- D. If requested by the unit, a salary compensation study will be conducted every three years beginning with the fall of 2005. The process utilized will be jointly decided by the Association and the District.
- E. Any additional salary improvements authorized and funded by the state and received by the District during the life of this contract will be granted to bargaining unit personnel by a uniform salary schedule percentage improvement.
- F. The Association and the District both recognize the importance of career employees and their contributions to making the District run effectively. Beginning with the tenth (10th) year of District service, employees shall be paid additional career increments as indicated on the schedule. Career increment steps are paid at 5% of the previous column.
- G. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time. Excluded from allowable experience is all substitute experience.
- H. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the educational support employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.

- I. Whenever an employee is temporarily assigned a task at a higher pay level, that employee shall receive the higher pay from day one (1).
- J. An employee optional twelve-month payroll plan will be available to non-twelve month employees.
- K. A salary compensation survey will be available every three (3) years to any unit upon request. Comparison will be with peer and local districts with adjustments to be discussed when compensation falls below the fourth district surveyed.

Section 2 - Stipends

- A. **Education Stipend** -- Employees will earn a stipend for acquiring the following education levels. Each employee can only earn one education stipend each year.
 - 1. 4 year college degree - \$400 stipend, or
 - 2. 2 year college degree - \$300 stipend
- B. **Certificate Stipend** -- Employees will earn a stipend of \$200 for completion of a certificate related to the assignment, as approved by the supervisor. Each employee can only earn one certificate stipend per year.
- C. **Training Stipend** -- Employees will earn a \$200 stipend for completion of annual training topics. Topics will be decided upon jointly by the District and the Association, and training will be approved by the supervisor. Each employee can only earn one training stipend per year.
- D. **Clothing/Supplies/Materials Stipend** -- Employees will receive a stipend of \$475 in recognition of position requirements for clothing, supplies, and materials. Each employee can only earn one clothing/supplies/materials stipend per year, prorated by FTE.
- E. **Longevity Stipend** -- Employees shall receive a \$200 longevity stipend in February for having completed twenty (20) years of employment with the district as of the previous August 31.
- F. **Working Conditions Stipend** -- Continuing Groundskeepers required to spray shall receive one \$200 stipend per year, prorated by FTE.
- G. **Grandparent Stipend** -- Employees who were hired prior to September 1, 2006 who have earned stipends in excess of the total dollars offered for stipends as noted above will receive a Grandparent stipend in the amount of the difference between the average total stipend amount earned in the previous three years (2003-04; 2004-05; 2005-06) and the current available stipend amount. This Grandparent stipend shall remain the same once established for each individual.
- H. **Non-twelve Month Employee Stipend** -- Non-twelve month employees will earn a salary increment stipend in consideration of the fact that these non-twelve month employees are only eligible to earn a limited number of paid vacation days off, regardless of their years of service. Employees will have a choice of a lump sum amount or a monthly stipend paid from December through June. Once a payment selection plan is made the District will continue to use the same payment method unless informed by the employee. This stipend will be calculated based on annual salary as of December 1 according to the following schedule:

<u>Years of Service</u>	<u>Stipend %</u>
1 st -4 th years	2.65%
5 th -9 th years	3.71%
10 th -24 th years	5.83%
25 th plus years	6.98%

Section 3 - Business Use of Personal Vehicle

An employee directed by his/her supervisor to travel from one (1) site to another in his/her own vehicle during working hours, shall be reimbursed for such travel at the rate as determined by the Internal Revenue Service guidelines for Washington State, published and in effect at the time of travel and received by the District. The employee shall present documentation as to actual usage of his/her personal vehicle in a form and manner approved by the District. If the District requires the employee to use his/her personal car, the District shall maintain insurance coverage for the employee, however, the employee must carry at least minimum liability insurance coverage on his/her vehicle.

Section 4 - Benefits

- A. The District will provide toward the employee's health insurance benefits program the amount of individual state appropriation allotted per month per full-time employee (FTE) for this purpose. Such premium money will be applied toward basic life insurance at the group rate; long-term disability, dental insurance, and a district-approved medical plan of the employee's choice at the composite rate. The District will also pay the monthly cost per FTE billed by the state for retirees' health benefits.
- B. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Association.
- C. The District will use 1440 hours for an FTE for calculation of basic health benefits. The formula for calculation to be days x hours divided by 1440 equals percentage of an allowable monthly benefit amount.
- D. An eligible employee and dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits. The open enrollment period for all employee benefits will be on an annual basis determined by the plan administrator. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the qualifying event. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.
- E. Fringe benefit pooling practices will be in accordance with RCWs.
- F. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District-designated benefits for all employees who qualify for health benefits.
- G. Employees will be able to purchase district-sponsored optional insurance benefits payable through the payroll deduction plan.

- H. The District shall provide automatic payroll deduction for health club fees at the employee's option.
- I. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
- J. The Association will annually notify the District of its intention to participate in VEBA III.
- K. The Employee Benefits Communication Committee (EBCC) will continue to review employee health insurance program options. SEA will work with the District to educate members about the advantages of the health management services benefit program to reduce anticipated premium increases.

ARTICLE VI - SETTLEMENT OF GRIEVANCES

Section 1 - Definitions

- A. A grievance is defined as an alleged violation of a specific term of this Agreement or a dispute regarding an interpretation of the Agreement.
- B. A grievant shall mean an individual employee or the Association.
- C. To the extent that time limits are expressed in days, days shall refer to school days when school is in session during the student calendar, and actual business days during the summer.

Section 2 - Time Limits

- A. Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process, except that any grievance shall be processed during the period in which the parties involved are available.
- B. A grievant must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later.
- C. Grievances regarding assignment/transfer will follow the steps described below:
 - 1. From the time an employee was notified of a reassignment, involuntary transfer, other change of position, or was notified that he/she was not selected for a voluntary transfer, the employee will have five (5) days to file a formal written grievance.
 - 2. Once the grievance is filed it will be expedited.
 - 3. If the Superintendent or his/her designee rules in favor of the grievant, the grievant will be offered the position that was grieved. The employee originally selected for the transfer will be returned to his/her former position. If the grievant is denied the grievance, the grievant may appeal the grievance to arbitration. However, the transfer position will be permanently filled by the employee who was selected.
- D. Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last request made or last answer provided, and no further actions shall be taken.
- E. The time limits as specified herein may be extended by mutual concurrence of the parties; provided however, no request for extension of time limits shall be made by either party after the applicable time limits in any of the grievance steps have already expired.
- F. The parties agree not to use the concept of a continuing grievance.

Section 3 - No Reprisals

There shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

Section 4 - Submission of Grievances

- A. Each grievance will be submitted separately except in cases wherein both the District and the Association mutually agree to have more than one (1) grievance handled at one time.
- B. If a grievance affects a group of employees or the Association, the Association may initiate and submit a Class Action or Association grievance in writing to the District superintendent directly, signed by the president of the Association, and the processing of such grievance shall be commenced at Step Two.
- C. If an employee is aggrieved by an action or non-action of an administrator above the supervisor, Step One of the procedure shall begin with the responsible administrator.

Section 5 - Grievance Processing Steps

- A. Informal Step** – Within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later, an employee shall notify his/her supervisor of the concern. The employee shall then attempt to resolve the grievance informally with his/her immediate supervisor or principal.

The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Thus, an employee who believes he/she might file a grievance shall discuss it first with the principal or immediate supervisor. This informal discussion will not be bypassed unless it is an Association or class action grievance. Every effort shall be made to resolve the problem at this level in an informal manner. An employee requesting such a meeting shall identify the subject of the concern. If the problem-solving is unsuccessful, the following steps shall be followed in the processing of the formal grievance.

- B. Step One** – If the complaint is not resolved it shall be reduced to writing by the grievant and submitted to the Principal or Supervisor within five (5) days of the response at the Informal Step. A written grievance should include the article, section, and the specific term(s) violated or misinterpreted, the specific factual basis for the grievance, the relief sought and the grievant's name and signature (see Addendum). Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance. The grievant and an association representative (if the grievant desires) will be present at the conference, Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution. If the Association is not in attendance, they shall be notified of the Step 1 grievance meeting. Within five (5) days following the conference, the supervisor will provide the grievant and the Association with a written response to the grievance. Such response will include the basis upon which the decision was based.
- C. Step Two** – In the event that the grievant is not satisfied with the disposition of the grievance at Step One, he/she shall within five (5) days refer the grievance in writing to the superintendent or his/her designee. The District Superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions, and shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.
- D. Step Three** – Conciliation. Grievances which are unresolved at Step Two may by mutual agreement, be discussed at a Labor Management meeting provided the request is made within five (5) days following termination of Step Two. All pertinent facts and information available will be reviewed in an effort to resolve the grievance through conciliation.

E. Step Four – The parties to this Agreement agree to submit to arbitration any grievance which has not been resolved through the use of the above enumerated grievance steps and procedures, provided it is submitted within ten (10) days following Step Three of the grievance procedure. The Association will notify the other party in writing that the matter is to be submitted. The arbitrator to hear the case shall be chosen using the process described in the following section of this article. The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages. The arbitrator shall make a written report of his/her findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded. The arbitrator's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbitrator's decision.

Section 6 - Selection of the Arbitrator

If the grievance is not resolved at Step Three of the grievance processing steps (or through mediation), and is not subject to the exclusions herein, the Association, at its sole discretion, may advance the grievance to final and binding arbitration within twenty (20) days of receipt of the Step Three response. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service (FMCS) or the American Arbitration Association (AAA). The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

Section 7 - Costs

The District and the Association shall each bear its own expenses involved in the processing of a grievance. The two (2) parties shall share equally the cost of the arbitrator.

ARTICLE VII - DURATION AND SIGNATORY PROVISION

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the SPOKANE EDUCATION ASSOCIATION. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2012. At any time that rules, regulations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.

President,
Spokane Education Association

President,
Board of Directors

Bargaining Co-Chair,
Spokane Education Association

Secretary,
Board of Directors

Bargaining Co-Chair,
Spokane Education Association

Date

Date

ADDENDUM A - SALARY SCHEDULE

CUSTODIANS' SALARY SCHEDULE

Sept. 1, 2011

SPOKANE SCHOOL DISTRICT NO. 81
CUSTODIANS SALARY SCHEDULE CU, 2011-2012

LEVEL	STEP	EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS				
		0	1	2	3	4	5-8	9-13	14-18	19-23	24	
1	Sweeper	Annual	25,068.26	26,063.44	27,233.44	28,531.59	30,016.90	31,686.93	33,598.43	35,268.48	37,027.24	38,882.02
		Monthly	2,089.02	2,171.95	2,269.45	2,377.63	2,501.41	2,640.58	2,799.87	2,939.04	3,085.60	3,240.17
		Hourly	12.05205	12.53050	13.09300	13.71711	14.43120	15.23410	16.15309	16.95600	17.80156	18.69328
2	Licensed Assistant	Annual	26,243.26	27,295.05	28,499.58	29,861.71	31,406.15	33,167.37	35,177.36	36,936.10	38,758.87	40,709.74
		Monthly	2,186.94	2,274.59	2,374.97	2,488.48	2,617.18	2,763.95	2,931.45	3,078.01	3,229.91	3,392.48
		Hourly	12.61695	13.12262	13.70172	14.35659	15.09911	15.94585	16.91219	17.75774	18.63407	19.57199
3	Head Custodian Plant, Head Custodian - Plant, Night Foreman - M. S., Admin	Annual	28,004.41	29,120.27	30,415.96	31,871.69	33,539.31	35,394.09	37,524.78	39,411.65	41,357.58	43,431.65
		Monthly	2,333.70	2,426.69	2,534.66	2,655.97	2,794.94	2,949.51	3,127.07	3,284.30	3,446.47	3,619.30
		Hourly	13.46366	14.00013	14.62306	15.32293	16.12467	17.01639	18.04076	18.94791	19.88345	20.88060
4	Head Custodian- Elem & Bancroft, Night Foreman - H. S., Itinerant Custodian, Admin Bldg Custodian	Annual	30,477.51	31,686.93	33,073.75	34,679.78	36,473.01	38,512.55	40,830.48	42,872.48	45,008.10	47,266.86
		Monthly	2,539.79	2,640.58	2,756.15	2,889.98	3,039.42	3,209.38	3,402.54	3,572.71	3,750.68	3,938.91
		Hourly	14.65265	15.23410	15.90084	16.67297	17.53510	18.51565	19.63004	20.61177	21.63851	22.72445
5	Head Custodian - M. S., Skills Center & Havermale	Annual	32,300.30	33,598.43	35,051.74	36,748.88	38,667.74	40,830.48	43,273.98	45,434.23	47,722.56	50,106.97
		Monthly	2,691.69	2,799.87	2,920.98	3,062.41	3,222.31	3,402.54	3,606.17	3,786.19	3,976.88	4,175.58
		Hourly	15.52899	16.15309	16.85180	17.66773	18.59026	19.63004	20.80480	21.84338	22.94354	24.08989
6	Head Custodian, H. S.	Annual	33,726.51	35,051.74	36,596.19	38,359.86	40,367.39	42,626.15	45,192.80	47,444.24	49,794.16	52,299.25
		Monthly	2,810.54	2,920.98	3,049.68	3,196.66	3,363.95	3,552.18	3,766.07	3,953.69	4,149.51	4,358.27
		Hourly	16.21467	16.85180	17.59432	18.44224	19.40740	20.49334	21.72731	22.80973	23.93950	25.14387

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Level 1 - Sweeper

Level 2 - Licensed Assistant

Level 3 - Head Custodian - Plant, Night Foreman - Administration Building, Middle School, Itinerant Sweeper (unlicensed)

Level 4 - Head Custodian, Elementary, Bancroft, Custodian - Administration Building, Night Foreman - High School, Itinerant Custodian (licensed)

Level 5 - Head Custodian - Middle School, Skills Center, Havermale, Head Itinerant Sweeper

Level 6 - Head Custodian - High School

On call substitutes will be paid at the Level 1 sweeper rate of pay - Step O.

GROUNDS CREW SALARY SCHEDULE

Sept. 1, 2011

SPOKANE SCHOOL DISTRICT NO. 81 GROUNDSKEEPERS SALARY SCHEDULE CU, 2011-2012

LEVEL	STEP	EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS				
		0	1	2	3	4	5-8	9-13	14-18	19-23	24	
7	Gardener 1	Annual	26,243.26	27,295.05	28,499.58	29,861.71	31,406.15	33,167.37	35,177.36	36,936.10	38,758.87	40,709.74
		Monthly	2,186.94	2,274.59	2,374.97	2,488.48	2,617.18	2,763.95	2,931.45	3,078.01	3,229.91	3,392.48
		Hourly	12,61695	13,12262	13,70172	14,35659	15,09911	15,94585	16,91219	17,75774	18,63407	19,57199
8	Gardener 2	Annual	32,940.75	34,150.19	35,536.97	37,113.00	38,936.23	40,975.79	43,293.70	45,335.72	47,471.34	49,730.12
		Monthly	2,745.06	2,845.85	2,961.41	3,095.25	3,244.69	3,414.65	3,607.81	3,777.98	3,955.95	4,144.18
		Hourly	15.83690	16.41836	17.08508	17.85721	18.71934	19.69990	20.81428	21.79602	22.82276	23.90871
9	Groundskeeper	Annual	34,763.54	36,061.63	37,514.94	39,212.12	41,131.00	43,293.70	45,737.20	47,897.45	50,185.76	52,570.19
		Monthly	2,896.96	3,005.14	3,126.25	3,267.68	3,427.58	3,607.81	3,811.43	3,991.45	4,192.15	4,380.85
		Hourly	16.71324	17.33732	18.03603	18.85198	19.77452	20.81428	21.98904	23.02762	24.12777	25.27413
10	Foreman, Grounds	Annual	38,640.66	40,093.98	41,719.70	43,626.27	45,771.69	48,193.02	50,929.69	53,353.52	55,912.79	58,580.43
		Monthly	3,220.06	3,341.17	3,476.64	3,635.52	3,814.31	4,016.09	4,244.14	4,446.13	4,659.40	4,881.70
		Hourly	18.57724	19.27595	20.05755	20.97417	22.00662	23.16972	24.48543	25.66073	26.88116	28.16367

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Gardener 1 is for employees who are routinely laid off and recalled.
Gardener 2 is for continuing employees who do not spray.
Groundskeeper is for continuing employees who are sprayers.

The acting foreman should receive foreman pay and take on the responsibilities whenever the foreman is gone for at least 2 hours.

WAREHOUSE SALARY SCHEDULE

Sept. 1, 2011

SPOKANE SCHOOL DISTRICT NO. 81 WAREHOUSE EMPLOYEES SALARY SCHEDULE CU, 2011-2012

LEVEL	STEP	EXPERIENCE INCREMENTS				LONGEVITY INCREMENTS				
		0	1	2	3-8	9-13	14-18	19-23	24	
Warehouse Clerk 60	Annual	38,207.10	39,909.21	41,596.51	43,636.11	45,816.04	48,104.37	50,510.97	53,033.30	
		Monthly	3,183.93	3,325.77	3,466.38	3,636.34	3,818.00	4,008.70	4,209.25	4,419.44
		Hourly	18.36880	19.18712	19.99832	20.97890	22.02694	23.12710	24.28412	25.49678
Clerk/Relief Driver 61	Annual	38,601.24	40,300.87	41,993.12	44,030.19	46,227.38	48,540.36	50,961.71	53,516.09	
		Monthly	3,216.77	3,358.41	3,499.43	3,669.18	3,852.28	4,045.03	4,246.81	4,459.67
		Hourly	18.55829	19.37542	20.18900	21.16836	22.22470	23.33671	24.50082	25.72889
Delivery Driver 62	Annual	39,229.36	40,924.06	42,621.22	44,478.51	46,707.73	49,040.37	51,491.29	54,067.85	
		Monthly	3,269.11	3,410.34	3,551.77	3,706.54	3,892.31	4,086.70	4,290.94	4,505.65
		Hourly	18.86027	19.67503	20.49097	21.38390	22.45564	23.57710	24.75543	25.99416

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ADDENDUM B - FAMILY AND MEDICAL LEAVE

A. Family and Medical leave:

1. An eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1 - August 31). A regular employee shall first become eligible for family and medical leave following the adjusted anniversary of his/her date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family and medical leave act.
2. An eligible employee is entitled to family medical leave for:
 - a. the birth of a child and to care for such child.
 - b. the placement of a child with the employee for adoption or foster care that requires State action.
 - c. caring for the employee's seriously ill spouse, parent, child under eighteen (18) years of age or a child over age 18 who is "incapable" of self-care because of a mental or physical disability.
 - d. a "serious health condition" that makes the employee unable to perform her/his job functions.
3. For purposes of family medical leave:
 - a. "Incapable of self-care" means that he/she is incapable of performing several of the basic activities of daily life without the assistance of another person.
 - b. "Spouse" is defined in accordance with State laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.
 - c. "Serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.
4. If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District #81, the family medical leave that may be taken is limited to a combined total of twelve (12) workweeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.
5. Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued sick leave to which he/she is entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the District of his/her intention regarding use of accrued paid leave to which he/she is entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to make timely payment of his/her portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be

restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.

If the employee fails to return from family medical leave the District may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

6. Family medical leave taken on an intermittent basis (such as working a reduced work-week) for purposes of birth or because of placement for adoption or foster care requires District approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously-ill family member or for the employee's own serious health condition and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternate position with equivalent pay and benefits. If the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.
7. For part-time employees and those who work variable hours, the family medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.
8. Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
9. An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable, in which case the employee must notify the District as soon as possible.

Employees should consult with their supervisor when giving notice regarding planned medical treatments and make reasonable efforts to schedule the leave so as to not unduly disrupt the District's operations, subject to the approval of the health care provider.

The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

10. The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:
 - a. take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
 - b. be transferred to an alternative position.

Instructional employees who request a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.

ADDENDUM C

August

M	T	W	T	F
✓29	30	31		

September

M	T	W	T	F
			◆1	▲2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

November

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

December

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

January

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
★30	31			

Significant Dates

August 29..... New Certificated Staff Learning Day
(Required for all new certificated staff)

September 1.....Teacher Collaboration Day

September 2.....Teacher Workday

September 5.....Labor Day

September 6.....First Day of School

November 11.....Veterans Day

November 17-23.....Elementary Conferences

November 24-25.....Thanksgiving Holiday

December 19 - January 2.....Winter Break/Holidays

January 3.....Back to School

January 16.....Martin Luther King, Jr. Holiday

January 30.....Semester Break Day/
Snow Makeup Day

February 17.....Non-student/Teacher Noncompulsory
Day/Non Work Day for 10 month/Snow Makeup Day

February 20.....Presidents' Day

March 26-30.....Elementary Conferences

April 2-6.....Spring Break

May 28.....Memorial Day

June 15.....Last Day of School
(Unless extended by snow makeup days)

June 18.....Designated Snow Makeup Day

June 19.....Designated Snow Makeup Day

June 20.....Designated Snow Makeup Day

Elementary Grading Periods

End of First Trimester.....November 21

End of Second Trimester.....March 14

End of Third Trimester.....June 15

Elementary Reporting To Parents

FIRST GRADING PERIOD
Conferences/Progress Reports.....Nov. 17, 18, 21, 22, 23

SECOND GRADING PERIOD
Conferences/Progress Reports.....Mar. 26, 27, 28, 29, 30

THIRD GRADING PERIOD
Progress Reports.....June 15

Kindergarten Checklist.....November 17-23

Secondary Grading Periods

End of First Quarter.....November 4

End of First Semester.....January 27

End of Third Quarter.....April 12

End of Second Semester.....June 15

Secondary Reporting To Parents

First Quarter Report Cards.....November 16

First Semester Report Cards.....February 8

Third Quarter Report Cards.....April 23

Second Semester Report Cards.....June 21

February

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	★17
20	21	22	23	24
27	28	29		

March

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
★18	★19	★20		

Legend

- Holiday
- ▲ Non-student; Teacher Compulsory Day
- Non-student; School Break Day
- ◆ Non-student; Teacher Collaboration Day
- ✓ New Certificated Learning Day
- ★ Designated snow closure makeup days:
#1 January 30
#2 February 17
#3 June 18
#4 June 19
#5 June 20



Spokane Public Schools Calendar 2011-2012



ADDENDUM D - PRESCRIBED CONSEQUENCES FOR STUDENT BEHAVIOR

Exceptional Misconduct

The following behaviors have been deemed by the District, SEA, and members of a parent Ad Hoc Committee to be so serious in nature and/or so serious in terms of the disruptive effect upon the operation of the school as to warrant an immediate resort to the identified prescribed consequences. Any record of exceptional misconduct will be kept in the student's cumulative file and forwarded to the next grade level K-12.

Student Serious Behavior Discipline

Serious Behaviors	Short-Term Suspension	Long-Term Suspension	Expulsion/ Emergency Expulsion	Police Notification Request	Notification of District Security
Fire Arms			1st Offense	✓	✓
Use & Possession of Drugs/Alcohol	1st Offense re-entry plan required	2nd Offense re-entry plan required	3rd Offense re- entry plan required		✓
Sale & Distribution of Drugs/Alcohol			✓	✓	✓
Assault Staff	K-2 3-5 Days 3-6 5 Days 7-12 10 Days 1st Reckless Offense re-entry plan required school evaluation		Severe Assault or 2nd Reckless Offense re-entry plan required mental health evaluation		✓
Threaten Staff	K-2 3-5 Days 3-6 5 Days 7-12 10 Days Indirect Threat 1st Offense re-entry plan required school evaluation		Severe Threat or Indirect Threat 2nd Offense re-entry plan required mental health evaluation		✓
Possession of Dangerous Weapons or Explosive Device	Possession Only K-2 3-5 Days 3-6 5 Days 7-12 10 Days 1st Offense re-entry plan required		Possession with intent to use or 2nd Possession Offense re-entry plan required mental health evaluation	✓	✓

ADDENDUM E - OVERTIME GUIDELINES

1. Rotation Lists (Two):
 - A. Regular overtime (i.e. - Saturday) at time and a half (1-1/2).
 - B. Premium overtime (i.e. - Sunday and holidays) at double time (2).
 - C. The list must be filled out for each permit number with time and date on it.
2. Overtime Response:
 - A. Employees must answer yes or no, for prescheduled overtime events, to the head custodian by 2:00 p.m. on the Wednesday before the overtime date.
3. Last Minute Cancellation:
 - A. Call Head Custodian - he/she will call the next person on the overtime list. If unable to reach Head Custodian, call your supervisor.
 - B. If you start working overtime, and you have to leave for any reason you call your supervisor who will assign an itinerant.
4. Overtime Eligibility:
 - A. Employees who are on sick, emergency, vacation, or Family Care leaves are still eligible for overtime, but it is the employee's responsibility to notify the Head Custodian that they want the overtime. Employees who are on light duty are eligible as long as they are able to perform all the job responsibilities.
 - B. Employees who are cross training will be on the rotation list at the site they are cross training at.
 - C. Employees who are split between buildings will only be on the rotation list the percentage of time that they work in the building. Example: Someone who is split between two (2) buildings would only be on the list every other rotation.
 - D. Itinerants assigned to buildings will be part of the normal in-building overtime rotation process.
5. Splitting Overtime
 - A. May be split only if it is ten (10) hours or more.
 - B. Must be split equally.
 - C. Employee may choose to split the overtime when it is their turn on the rotation list and may choose which half they work.
 - D. Employee who turns down or accepts the other half of the overtime will not lose their turn on the rotation list.
6. If there is a break in time while the group uses the facility, it is considered a separate overtime.
7. If the group fails to show up, you wait thirty (30) minutes past their starting time; secure the building and leave. A failure to show is two (2) hours overtime and will not count against you in the rotation list.
8. The Head Custodian will write a tentative work schedule to be performed during this overtime period. Any changes reviewed with the Head Custodian or in his/her absence, the Night Foreman First Assistant.