

September 1, 2022 – August 31, 2025

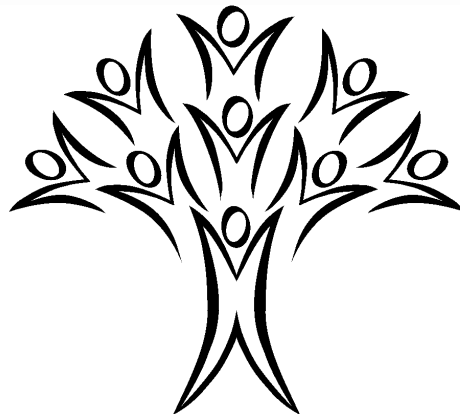
Collective Bargaining Agreement

between

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

Representing

***Custodial, Grounds &
Warehouse***



Spokane Public Schools
excellence for everyone

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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 Custodian, Grounds, 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 all members of the education community 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.

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. No decisions made by site-based governance committees may in any way alter or change the terms set forth in this bargaining agreement unless the waiver process as outlined in this agreement is followed.

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.

ARTICLE I – ADMINISTRATION

Section 1 – Definitions

- A. The term "District" shall mean the Spokane School District #81, Spokane County, WashingtonState, or its agents.
- B. The term "Board" shall mean the Board of Directors of the District.
- C. The term "Association" and/or "Union" shall mean the Spokane Education Association, whichis affiliated with the Washington Education Association, and the National Education Association.
- D. The term "parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement (CBA), which shall be signed by the parties.
- F. The term "employee" shall mean any member of the bargaining unit as set out in this Agreement.
- G. The term "day" shall mean any day the District Business Office is open for business with the public unless otherwise specified in specific sections of this agreement.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or their designee.
- I. The term "President" shall mean the president of the Association or their designee.
- J. The term "seniority" shall mean length of time the employee has served, by department, within the District as a member of the bargaining unit and in accordance with the law.
- K. The term "department" shall mean an individual work group, i.e. custodians, warehouse, grounds crew.
- L. The term "level" shall mean pay level.
- M. The term "RCW" shall mean the Revised Code of Washington.
- N. The term "WAC" shall mean the Washington Administrative Code.

Section 2 – Recognition

- A. The District hereby recognizes the Spokane Education Association an affiliate of the Washington Education Association and the National Education Association, as the exclusive bargaining representative for all custodian, grounds, and warehouse,

personnel, including substitutes as per the Public Employment Relations Commission (PERC) decision of May 2, 1980 (Case No. 1455 C-78-64, Decision No. 874-Educ.), and part-time custodian, grounds, and warehouse employees employed by the District. Such representation excludes superintendent, associate superintendent(s), assistant superintendent(s), other chief of the District, other custodian, grounds, and warehouse positions having administrative and/or supervisory functions, and confidential employees as above terms are defined in RCW 41.59.020, principals, and assistant principals.

- B. Disagreements regarding representation of a custodial/grounds/warehouse position shall be resolved by petition to PERC.
- C. This Agreement shall supersede any District rules, regulations, policies, resolutions or practices of the District which shall be contrary or inconsistent with its terms.
- D. The District shall not employ part-time employees for the purpose of reducing the number of full-time employees.

Section 3 – Conformity to Law

- A. If any provision of this Agreement or if the application of such provision should 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 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 the 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.
- B. If any provision of this agreement or of the application of such provision should be found contrary, the District and Association shall enter into negotiations within ten (10) days.

Section 4 – Nondiscrimination

- A. The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, color, creed or religion, ancestry, national origin, gender/sex, age, marital status, or family relationship, except where covered by chapter 42.23 RCW, sexual orientation including gender expression or identity, disability, the use of a trained dog guide or service animal by a person with a disability, or honorably-discharged veteran or military status. 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.

- B. There shall be no discrimination, interference, restraint, coercion, or harassment, including sexual harassment, by the District or the Association of any District or Association employee, member of the Board, or its representatives.
- C. Further, the personal and private lives of employees are not a matter of concern of the District or the Association unless the employee's work performance is adversely affected.
- D. The District agrees not to interfere with the rights of employees to become members of the Association.
- E. The parties further agree that decisions of employees regarding volunteer assignments including voluntary workshops and in-service training which are outside their regular workday duties shall be made absent coercion, pressure, or unlawful discrimination.
- F. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine, and words denoting numbers shall include both the singular and the plural.

Section 5 – Embodiment

- A. The Agreement expressed herein constitutes the entire agreement between the parties except as this Agreement may be amended through a memorandum of understanding (MOU) or the contract waiver process contained in this Agreement, and no oral statement shall add to or supersede any of its provisions.

Section 6 – Contract Waiver Process

- A. Sites wishing to apply for a waiver shall work in conjunction with building administrators, building leadership teams, and SEA building representatives to develop contract waivers. Sites are encouraged to communicate early in the development process with the Labor Management.

Any site wishing to apply for a waiver from the collective bargaining agreement must follow the process outlined below and consider all affected staff.

- B. Any site wishing to apply for a waiver from the collective bargaining must follow the process below.
 - 1. The waiver request must be in writing and shall specify the following (see contract waiver form in Addendum C):
 - a. The contract provisions to be waived.
 - b. The goal, objective or action that requires the waiver.

- c. The policy, guidelines or procedures that replace the contract provisions to be waived.
 2. Once formalized in writing, building administrators and SEA representatives shall send the waiver to SEA and the District. Any change to the written waiver will be communicated to SEA and the District. "Affected SEA members" shall be identified by the District and the Association.
 3. The building shall hold at least one (1) meeting to discuss the waiver and all members shall receive a copy of the waiver request. Building, Association and District representatives may be involved in the meeting.
 4. All affected SEA members in the building shall vote on the waiver request. Voting shall be done by confidential paper ballot or an anonymous on-line system.
 5. The ballots shall be tallied by SEA building representative(s) and the principal or designee.
 6. Eighty-five percent (85%) or more of the affected SEA members must vote to approve the waiver request in order for it to continue the process for approval.
 7. The building representative(s) shall forward the waiver request to the Association President for consideration by the Executive Board at their next regularly scheduled meeting.
 8. Should the Executive Board approve the waiver request, the Association President shall forward it to the Superintendent for consideration by the School Board at their next regularly scheduled meeting.
- C. Only after the entire process has been completed and all parties have approved, can the waiver be put into effect. Waivers shall be in effect for one (1) school year only and can be renewed for one (1) additional year by a majority vote, unless an approved grant requires a multi-year commitment. Minor changes to the waiver that do not change the intent, can be approved at the building level by a majority vote. A permanent change to the contract may be considered in the next bargaining negotiation sessions.
- D. Except to the extent waived, this Agreement shall remain in full force and effect.

Section 7 – Distribution of the Agreement

- A. Following ratification and signing of this Agreement, 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 to 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.

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.

ARTICLE II – BUSINESS

Section 1 – Administration of the Agreement

- A. The District and the Association shall conduct regular Labor Management meetings for the purpose of providing continuing communication between the parties and promoting constructive Labor Management relations. Each party shall determine their own representation and will jointly decide upon the meeting format.
- B. Meetings shall be conducted regularly between the superintendent and/or designee and the Association president and/or designee to discuss District and school operations affecting employees. These shall be information sharing only. By mutual agreement, additional representatives of either party may be in attendance.
- C. The District and Association will establish a Custodian, Grounds, Warehouse (CGW) Leadership Team that will meet on a regular basis to discuss and address unit specific issues as they arise.
 - 1. The CGW Leadership Team shall have the responsibility of providing input into the Standards and Procedures Manual.
 - 2. The Standards and Procedures Manual shall be reviewed annually.

Section 2 – Committees

- A. The District shall inform the Association at Labor Management or Leadership Team meetings when District committees are to be formed. It will be determined at Labor Management if the committee shall be a joint committee or a District committee.
 - 1. An SEA Representative shall not be excluded from attending a District committee meeting as an observer.
 - 2. A joint committee shall have equal representation of District representatives and SEA representatives. SEA representatives shall be appointed by the SEA President. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.

Section 3 – Dues Deduction

- A. Association Dues
 - 1. Association dues are determined by the Association. Questions about dues should be directed to the Association. Changes to dues deduction amounts shall be provided to the District by September 1st of each year.

2. Any changes to dues deduction amounts for individuals shall be provided to the District by the 10th of each month.
 3. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.
 4. The Association shall have the right to have deducted from the salary of members of the Association, an amount equal to the fees and dues required for membership in the Spokane Education Association, WEA and NEA. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.
 5. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to the WEA by the employee.
- B. 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 the 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 4 – Association Rights

- A. The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communications so long as such communications are clearly labeled as Association materials and provided further that such communications are not in violation of the law. Courtesy copies will be made available to the District and the principal/supervisor upon request.
- B. The District will allow the Association and its respective affiliates the use of District facilities for Association meetings provided such meetings do not interfere with or interrupt the normal school day. Such meetings will be held outside duty hours. Exceptions may be granted by the building principal.
- C. Other than meetings as provided above, duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Provided further, that said representatives shall notify the building administrator or designee of their presence.
- D. The District will provide bulletin boards at locations mutually agreed upon for use by the Association. All materials posted shall be clearly labeled as official Association materials. Such bulletin boards shall only be used for the following notices:

1. Association meetings and announcements
2. Official policy statements of the Association
3. Reports of Association committees
4. Association Election notices
5. Recreational and social affairs of the Association
6. Other official Association notices

Notices or announcements should not contain anything reflecting unfavorably upon the District, its management, or any of its employees. Association officers and members shall not use expendable school District materials in the transaction of Association business without reimbursement to the District.

- E. The Association and its members shall have the right to use the District email and other electronic communication systems consistent with District policy and state law. Electronic files exist and are subject to public disclosure.
- F. The District agrees to furnish the Association all public records pursuant to state law.
- G. SEA will be authorized to hold four (4) school/site meetings a year during the thirty (30) minutes before or after the student day.
- H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and District will work together to assure that the Association placement on the agenda maximizes attendance and possibility of participation. Association membership forms and related information provided by the Association will be included in all new hire packets.
 1. The District will collect from all those in attendance employee name, employee ID, mailing address, personal email address, personal phone number, and provide it to the Association.
- I. If the District is sponsoring a job or benefit fair, it will make every effort to invite the Association who will have the right to operate its own table or booth to provide information to participants throughout the duration of the event. The Association will assume any cost for having a booth at the event. This provision is not subject to the grievance process.
- J. On the first District working day of each month, the District will provide a report of represented employee positions that includes employee name, employee ID, mailing address, hire date, work location, position description, bargaining unit, anticipated salary, and work email.

Section 5 – Management Rights

- A. 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.
- B. The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it.
- C. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.
- D. The parties agree that, in specified provisions of this Agreement, final decisions are reserved exclusively with the District management. Such matters are referred to as “final authority matters.” Final decisions shall not be subject to the grievance procedures.

Section 6 – 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. School closures caused by a strike of another employee group will not be considered a lockout if students make up the days at some othertime.
- C. This section is inoperative during periods in which the Agreement is reopened.

ARTICLE III – PERSONNEL

Section 1 – Job Descriptions

- A. Job descriptions for all positions subject to this Agreement will be developed by the District.
 - 1. 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.
 - 2. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit or job title.
 - 3. Any represented employee may submit written recommendations regarding job descriptions to the Human Resources department.
 - 4. Any changes in qualifications required in job descriptions shall apply to only employees not currently in those positions, except for changes in required licensing or state and federal laws which all employees must meet.
 - 5. If job descriptions for current positions are modified in a manner that would exclude current employees for assignment to those positions, all employees currently working in that position or similar positions shall be held harmless as deemed qualified for assignment under that job description, except for changes in required licensing or state and federal laws which all employees must meet.
- B. When an employee feels that they are being asked to perform inappropriate job duties, the employee has the right to discuss the concern with their supervisor and/or program director without being disciplined for bringing forth the concern. Employees shall have the right to representation by the Association in any meetings with the supervisor concerning requests to perform inappropriate job duties.
- C. In the event a new job title or level is established, the applicable wage rate shall be negotiated. Every effort shall be made to negotiate the salary placement as soon as reasonably possible. Once the rate is established for the new job title or level, 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 job title or level.
- D. New hires shall be required to pass a physical exam done by an outside firm and meet the physical requirements as specified in the job description. Employees wishing to transfer from a non-lifting to a lifting position will be required to pass a physical exam done by an outside firm. All physical exams done by an outside firm shall be paid by the District.
- E. 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. The District will consult with the Association in such instances.

- F. 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.

Section 2 – Workload

- A. A hard copy of the Standards and Procedures manual will be provided in every custodial office and will be available online to all custodians.
- B. Custodian Workload – The District will adequately staff each building to ensure that the work required can be completed in a quality manner.
- C. There will be times that due to absences or event scheduling, emergency cleaning may be necessary. The goal of emergency cleaning is to maintain health first and appearance second. Emergency cleaning standards may be authorized by the supervisor in consultation with the custodian.
- D. Staffing Levels
 - 1. The District will determine an emergency cleaning level, outlined in the Standards and Procedures Manual, and communicate this to staff.
 - a. Emergency cleaning level is defined by:
 - i. At the Elementary School, if staffing falls below current allocation FTE
 - ii. At the Middle School, if staffing falls below current allocated FTE
 - 1) Full emergency coverage would occur in the area that is not filled. The procedures manual will outline the duties that will be reduced in the fully covered areas in order to address workload.
 - iii. At the High School, if staffing falls below currently allocated FTE
 - 1) Full emergency coverage would occur in the area that is not filled. The procedures manual will outline the duties that will be reduced in the fully covered areas in order to address workload.
 - iv. Emergency cleaning will start when staffing falls .5 FTE below the allocated number.

2. Factors to be included in determining the level of staffing at each site shall include, but not be limited to; square footage of the facility, size and type of outdoor grounds to be maintained, number of staff and students in the building, special programs at the site, number of restrooms and fixtures, and after school activities.

E. Individual workloads shall be written down and posted at each site.

1. Individual workloads shall be as standard as possible, school to school.
 - a. These workloads shall include:
 - i. Map of the school with color-coded workload highlighted
 - ii. An itemized list with tasks and responsibilities
 - b. Individual workloads at each school shall be divided as equitably as possible.
 - c. Each employee shall receive a copy of the individual workload within two (2) weeks of starting a position.
 - d. If there is a concern about an individual workload or how an entire building's workload is divided, an employee shall bring the concern to the attention of the Operations Supervisor.
 - e. The Operations Supervisor shall have ten (10) days to respond to the concern in writing.
 - f. If the employee feels the concern was not adequately addressed, the issue shall be brought to a CGW Leadership Team meeting.
2. When a student has special health needs, resulting in extra work for the staff, the building administrator will assemble a team (e.g. principal, teacher, custodian, nurse) to develop a plan using available resources so that no one is unduly burdened.
3. Employee workload and District budget implications shall be considered before an application is made for any grant. All grant applications must follow the procedures established by Labor Management as indicated on the Grant Application Form, available on-line.
4. 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.
 - a. All indoor events on school property held by any group will be entered into an event calendar available for custodians to access.

- b. All outdoor events at secondary level held on school property by any group will be entered into an event calendar for custodians to access.
 - c. All outdoor events at elementary level;
 - i. If events are scheduled by SPS, they will be entered into an event calendar available for custodians to access.
 - ii. If events are scheduled by outside partners, every reasonable effort will be made to obtain the schedule for the outdoor events on school property through the joint partnership with the Spokane Parks Department. The District will request the schedule on a monthly basis and when available, will send it to head custodians.
 - d. If a school holds an indoor event where custodial support coverage will be required for cleanup and closing, the event service standard for custodial coverage shall be followed. Should a site fail to request the custodial support, the concern related to the specific site will be brought forward to the Director of custodial services for follow up with the appropriate school calendar.
5. All custodians will be notified when an outside contractor is in their building, through the event scheduling calendar. Employees are not responsible for clean-up of any construction done by outside contractors beyond their normal workload.
 6. Overtime for events shall include appropriate prep time before an event and time after the event for cleaning purposes. The amount of time before or after an event will be determined on a case-by-case basis based upon the nature of timing of each individual event.
 - a. In cooperation with the capital projects staff, custodial operations supervisors, with input from the head custodian, will determine when a custodian needs to be present, outside of their normal work hours, when contractors are working in a building to ensure that clean-up is done by the contractor.
 - b. The operations supervisors will also determine whether a custodian is needed for two (2) hours at the beginning of a contractor's shift and/or two (2) hours at the end of the shift, to assure the site is secured and properly cleaned.

F. Grounds Workload

1. The District shall purchase appropriate equipment so as to minimize the hand digging requirements of gardeners.

2. Only those gardeners possessing the proper licenses shall spray.
 - a. In the event a Groundskeeper is not available to do the needed spraying, a properly licensed Gardener 1, receiving Groundskeeper pay from day one (1) shall be assigned.
 - b. 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.
3. 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 a distribution, the Maintenance manager will decide which crew will perform the digging.
4. Personal clean-up is part of the regular workday.
5. When the Grounds Foreman is absent one (1) or more hours during a work shift, the most senior grounds person will take on the responsibilities.
 - a. When the foreman is gone for two (2) days or less, the responsibility of the acting foreman will be able to assign work orders, short term problem solving, and handle immediate emergencies.
 - b. In the event the foreman is absent for longer than two (2) days, the acting foreman will complete the assigned task above and work with the Director/supervisor to complete other necessary job responsibilities.
 - c. The rate of pay for these additional duties would be twelve percent (12%) above the employee's regular hourly rate.
 - d. If the most-senior grounds person declines the position, the individual selected will be based on District grounds seniority.
 - i. Seasonal employees are not eligible for these duties.
6. A Grounds Standards and Procedures Manual will be developed.
 - a. This manual will include proper PPE
 - b. Equipment, cleaning, and maintenance
 - c. Job responsibilities
 - d. This manual will be updated every two (2) years and every time new equipment or procedures are introduced.

- e. Meetings will be held when necessary to discuss safety concerns

G. Warehouse Workload

1. When the Warehouse Supervisor is absent one (1) or more hours, the most-senior warehouse person will assume non-supervisory duties as well as continue to perform their own assignment.
 - a. The rate of pay for these additional duties would be twelve percent (12%) above the employee's regular hourly rate.
 - b. If the most-senior warehouse person declines the position, the individual selected will be based on District warehouse seniority.
2. Each school shall have a designated delivery location for food service, office supplies, and custodial supplies. The Warehouse Supervisor, in conjunction with the building staff and delivery drivers, will designate central locations whenever possible, for delivery of other non-standard items (e.g., textbooks, etc.). Delivery drivers shall not be expected to distribute deliveries throughout the building.
3. Reasonable effort shall be made by the Warehouse Supervisor to have outside companies correct their own delivery errors.
4. Protective coveralls and gloves shall be provided for employee use in the freezer. Gloves shall be provided for drivers; additional personal protective equipment shall be provided as determined by the District. The employee may use their supplies/material. Clothing stipend to purchase other protective equipment.

Section 3 – Subbing Out of Class

- A. Subbing Out of Class – When a custodian substitutes for another custodian in any pay level above their own in the same building. This provision does not apply to gardeners and Warehouse employees.
 1. All subbing out of class must be approved by a supervisor.
 2. Every effort shall be made to use an itinerant before approving an employee to sub out of class, for absences of more than five (5) days.
 - a. Employees from the building may only sub out of class for 5 days or less per absence.
 3. Custodians wishing to sub out of class must be at the same work site as the person they are replacing and have completed the proper Subbing Out of Class training

prior to Subbing Out of Class. The training is a one-page training sheet that the head custodian will review with the employee.

- a. Seniority will be used to determine who has the opportunity to sub out of class.
4. If the custodian has the proper license, subbing out of class may begin day one (1) of a planned absence and the pay level shall be at the level of the person being replaced, at the replacement worker's longevity step.
5. If the custodian does not have the proper license, subbing out of class may begin on day one (1) of a planned absence but will be limited to five (5) consecutive days and the pay level will be at the level assigned to the position being filled at the step which provides the out of class employee a ten (10%) percent increase in pay.

Section 4 – Warehouse Cross Training

- A. Cross Training – cross training is an opportunity for an employee who meets the qualifications, to substitute for an employee in the warehouse. No outside experience is necessary for cross training. This is an opportunity to learn a new job and gain experience in the warehouse.
- B. The pay level for cross training out of department shall be at the level of the person being replaced, at the replacement worker's longevity step.
- C. Two (2) cross training opportunities for custodians and one (1) cross training opportunity for full time Grounds employees for the months of November through February with Director approval, shall be posted in September of each year. When needed, the District shall use pre-trained staff to fill in for absences/injuries in the Warehouse.
 1. Employees who previously worked, or were involuntarily transferred out of the warehouse, shall have first right of refusal for a long-term cross training assignment.
 2. The most senior employees who have not received the week of training in the warehouse shall be selected. If all applicants have received the training previously, seniority shall prevail.
 3. The employees selected shall be provided forty (40) hours of training. Training days shall fall on Tuesday, Wednesday, or Thursday.
 4. Employees shall be provided feedback about their performance in training.
 5. Employees who receive less than favorable feedback may not be selected for future training weeks or as an on-call substitute.

- D. Current years cross trained custodians who have received favorable feedback on their training shall be utilized on a rotating basis as substitutes in the warehouse, except when custodial coverage is limited, or custodial substitutes are not available. The Warehouse Supervisor shall maintain this list.

Section 5 – Work Year

- A. All employees shall be twelve (12) month employees with the exception of seasonal groundscrew employees.
- B. A twelve (12) month year is defined as 260 days inclusive of paid holidays.
- C. Seasonal grounds employees shall have their work year defined in their job posting.

Section 6 – Work Hours

- A. A normal workday shall be eight (8) hours of work plus a thirty (30) minute unpaid duty-free lunch period.
 - 1. Day shift and swing shift shall be Monday through Friday.
 - 2. Graveyard shift shall be Sunday p.m. through Friday a.m. or Monday p.m. through Saturday a.m. depending upon building needs.

Section 7 – Student Workday Shifts

- A. Custodian
 - 1. Standard day shift for head custodians and day shift Custodial Assistants shall start at 5:40 a.m.
 - 2. Standard swing shift for night foremen and Custodial Assistants shall start at 1:55 p.m.
 - 3. Standard swing shift for middle school Custodial Assistants shall start at 3:00 p.m.
 - 4. Standard swing shift for high school Custodial Assistants shall start at 2:30 p.m.
 - 5. Standard graveyard shift shall start at 10:00 p.m.
 - 6. District Administration custodial hours shall be:

Head Custodian 5:40 a.m. – 2:10 p.m. year round

Custodial Assistant 1:55 p.m. – 10:25 p.m. year round

When the District Administration building is closed, the custodians may take vacation or choose to be assigned to an available shift in another building.

7. Libby Center custodial hours shall be the same as other elementary sites.
8. Shifts for teams of custodians may be adjusted by up to thirty (30) minutes as needed for the purpose of communicating and planning as a team of custodians in a building. Such adjustments shall be made to the custodial assistant/night foreman and/or head custodian's schedule and requires supervisor approval. Written rationale for this request may be requested.
9. By mutual agreement of the employee and the supervisor, schedules may be flexed based on building needs.
10. Early Release Days – Custodians shall have the option to work their normal schedule or adjust their shift schedule to start early as outlined below:
 - a. For Elementary school sites (including Montessori) – forty-five (45) minutes on early release days *i.e.*, PPL Fridays and conference days. This excludes emergency situations/closures.
 - b. For High School and Middle School sites – sixty (60) minutes early on early release days *i.e.*, PPL Fridays and conference days. This excludes emergency situations/closures.
 - c. Special sites coordinate with Custodial Supervisors to identify shift start options.
 - d. District Administration Building – Custodial hours shall follow their regular schedule as outline above.
 - e. If a building has evening activities scheduled on early release days, the site custodians will work with the Custodial Supervisor to ensure building coverage is provided; this may affect the ability to work an early schedule.
 - f. On the last day of school and the workday following the last day of school, swing and graveyard shift employees may work an adjusted shift schedule from 12:00 noon to 8:30 p.m. or their regular work schedule, as long as custodial coverage is provided for a scheduled event.
 - g. All custodians will respond to an inquiry and identify their selected shift schedule for the early release days, last day of school, and the day after the last day of school. Custodians who don't supply a response by the

deadline identified in the inquiry will work their regularly assigned schedule.

- B. The grounds shift shall start at 6:30 a.m. Employees may use flex time where appropriate (i.e., special spraying, snow removal) and with approval of the supervisor.
- C. The warehouse shift shall start at 7:00 a.m. for warehouse clerks and 6:00 a.m. for drivers and relief drivers. By mutual agreement of the employee and the supervisor, schedules may be flexed based on operational needs.

Section 8 – Non-Student Days Work Shifts

- A. During non-student days such as semester break day, curriculum days, early release, etc., swing and graveyard shift employees may work their regular shift or the day shift (7:00 a.m. to 3:30 p.m.).
- B. During winter and spring break, employees shall start at 7:00 a.m. or opt to work their regular shift, provided building coverage is provided between 7:00 a.m. and 3:30 p.m.
 - 1. Employees must determine when they will start their shift prior to the start of the break and communicate to their supervisor, building principal and other custodians in the building.
 - 2. Site coverage for Express Programs during these non-student days must be maintained.
- C. If buildings are used for activities on non-student days, the site custodians will work with the building administrator and the Operations Supervisor to address any additional workload concerns.

Section 9 – Overtime

- A. Regular Overtime: Any time worked more than eight (8) hours per day during the regular work week shall be at the rate of time and one half (1 ½).
- B. Premium Overtime: Saturdays and Sundays shall be at the double time rate (2X) provided Saturday and/or Sunday is not part of the regular shift. Holidays shall be at the double time rate (2X).
 - 1. During a District designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their District supervisor, will be paid the double time (2X) rate.

- C. Callback: Callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift.
1. Callback time begins at the time that the employee arrives at their assigned workstation.
 2. Employees called back to do overtime work shall receive a minimum of two (2) hours pay at double time.
 3. Cold weather building checks are callbacks with the exception of designated vacation weeks. Building custodians have the right to refuse to do cold weather checks.
 4. Callbacks shall not be required.
- D. 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 Operations Supervisor(s).
- E. Head custodians or Operations Supervisor(s) shall maintain overtime lists and rotate overtime assignments on a seniority basis. Seniority for this overtime basis is defined as seniority at their particular worksite or specifically for the itinerant lists, it is their seniority as an itinerant.
1. Specific worksite overtime rotation lists shall be kept in the custodial office.
 2. Itinerant overtime rotation lists shall be kept by the Operations Supervisor(s).
 - a. Itinerant lists shall be made up of itinerants who choose to do overtime. It is the responsibility of the itinerant to let the supervisor(s) know that they wish their name to be on one (1) of the overtime lists.
 - b. The list is available for review upon request.
 3. Overtime lists shall be used to equalize the opportunity for overtime.
 4. There is no guarantee in the equalization of number of hours offered to each employee.
- F. Itinerants assigned to particular worksites may be included on the rotation list in the place of the person they are replacing. In order to be eligible for this overtime, the itinerant must have worked for the entire prior week.
- G. When an employee is needed to work overtime, employees from within the impacted department and/or worksite will be sought first. If no one in the department or worksite expresses interest, supervisors may assign the job to itinerant employees who are interested and qualified.

- H. Employees who have generated compensatory time during the year must use it by August 10th 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' notice to the supervisor provided that the worksite can be adequately covered.
- I. Compensatory time, if offered and accepted, will be taken in accordance with the Fair Labor Standards Act.
- J. Overtime Procedures:
 - 1. Rotation Lists:
 - a. Regular overtime (i.e., Monday – Friday) at time and a half (1 ½)
 - b. Premium overtime (i.e., Saturday, Sunday, and holidays) at double time (2X).
 - 2. The list(s) must be filled out for each permit number with time and date on it.
 - 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.
 - b. All other overtime shall be offered in the same way as soon as possible.
 - c. If an employee does not respond to the rotation list, their answer shall be considered no.
 - 3. Last Minute Cancellation:
 - a. Call Head Custodian – They will call the next person on the overtime list. If unable to reach the Head Custodian, call your supervisor.
 - b. If you start working overtime, and you have to leave for any reason, call your supervisor. The supervisor 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 of the job responsibilities.
 - b. 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.

- c. Itinerants assigned to buildings will be part of the normal in-building overtime rotation process if they have worked for the entire prior week.

5. Splitting Overtime:

- a. All split overtime must be approved by the Operations Supervisor(s) prior to being split.
- b. Overtime may be split only if it is four (4) hours or more and must be accepted at two (2) hours or more.
- c. Employees may choose to split the overtime when it is their turn on the rotation list and may choose which amount they work.
- d. Employees who turn down or accept the other amount 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 and post on site, an intended list of duties to be performed as time permits during this overtime period. Duties related to the event shall take priority.

- K. All paid holidays during the employee's regular work schedule are not considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purpose of determining overtime eligibility.

Section 10 – Summer Hours

- A. Summer work hours shall include an option of working four ten (4/10) hour days instead of the normal five eight (5/8) hour days as long as building activities like summer school, Express, teacher option days, etc. are covered.
 - 1. Express sites will be provided substitutes, as available, so employees can participate in the four/ten (4/10) schedule.

2. Every effort will be made to close buildings on Fridays during the summer to allow employees to coordinate vacation leave with the summer four/ten (4/10) schedule, provided all work expectations are met.
- B. Grounds crew summer work shift shall be 6:30 a.m. – 3:00 p.m. Full-time employees shall have the option of working a four (4) day/ten (10) hour work shift, provided five-day (5) coverage is maintained (Mon. through Fri.) and approval is received from the Director.
- C. Custodian summer work shifts shall begin at 6:00 a.m. for those working four-ten (4/10) hour days and at 7:00 a.m. for those employees working five-eight (5/8) hour days. Head custodians shall have the option of working 6:00 a.m. to 2:30 p.m. If the District has a need for building coverage until 3:30 p.m., the head custodian may be required to flex their work schedule on the day the coverage is needed. Summer work shifts may be modified in the event the heat is at ninety (90) degrees or above, and there is no air conditioning in a building. In buildings with air conditioning the area being worked on will have air conditioning turned on when the temperature is expected to be at ninety (90) degrees or above.
1. The summer schedule shall begin the Monday of the first full week after school is dismissed. A building custodial team may work together to decide if they wish to begin summer schedule sooner after students leave for the summer. If the team makes the decision to begin the schedule sooner, at least one (1) custodian will flex their schedule so building coverage is maintained until 4:30 p.m. with supervisor approval. The summer schedule shall conclude on the first student day of the next school year. The four/ten (4/10) hour schedule, conclude one (1) full week prior to the start of school. Beginning two (2) weeks before the start of school, buildings will have at least one (1) custodian flex their schedule so building coverage is maintained until 6:00 p.m., if requested by the principal.
 2. For sites with summer programs (e.g., Express childcare, summer school, etc.) the Head Custodian will meet with custodial supervisor(s) 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.
 - a. If sites need additional help, sites with the largest programs will receive help if available.
 - b. Express sites shall be covered 6:00 a.m. to 6:30 p.m. On call subs and/or itinerants who wish to work a different shift may be used to guarantee coverage.
 3. Building custodial teams shall submit a plan for summer cleaning that would include vacations and four/ten (4/10) work schedules. These plans must be submitted on or before June 1st and are subject to supervisor approval.

- a. Sites with summer programs may also include a plan for alternate start and end times based on building need. This may include staggered scheduling of staff so that building hours are covered.
 - i. If there is an event for less than two (2) hours, an itinerant will be called in to cover the event.
 - b. Before the plan is submitted, all custodians at the site must have come to an agreement and sign the plan.
 - 4. Itinerants submit vacation and four/ten (4/10) work schedules on or before June 1st.
- D. Warehouse worker summer schedules shall include an option of working four/ten (4/10) hour days instead of the normal five/eight (5/8) 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 before school starts. To assure full coverage during the last two (2) weeks prior to the start of school, the warehouse supervisor shall have the right to eliminate the four/tens (4/10).
 - 1. The shift to be worked on the four/ten (4/10) hour option is 6:00 a.m. – 4:30 p.m. To assure full coverage the additional day off will be mutually agreed upon by the supervisor and the employees.
 - 2. The shift for the five/eight (5/8) hour day employee shall be 6:00 a.m. – 2:30 p.m. and may be flexed upon mutual agreement, to meet operational needs.

Section 11 – Rest Periods and Meal Breaks

A. Rest Periods

- 1. Rest periods shall be duty free and provided as follows:
 - a. Employees working three (3) hours shall receive a ten (10) minute rest period.
 - b. Employees working four (4) to five (5) hours shall receive a fifteen (15) minute rest period.
 - c. Employees working six (6) to seven (7) hours per day will be provided one (1) ten (10) minute and one (1) fifteen (15) minute rest period.
 - d. Employees working eight (8) hours per day shall be provided two (2) fifteen (15) minute rest periods.

- e. Employees working ten (10) or more hours will be provided an additional ten (10) minute rest period.
- 2. The rest period will be scheduled by their supervisor as near the midpoint of their work period as practicable. Employees working at the same building and the same shift may take their breaks at the same time, provided all necessary custodial service obligations are being met during that period.
- 3. Rest periods may not be scheduled so as to extend the meal break or alter the employee's scheduled start or end time.
- 4. No wage deduction shall be made for such rest periods.

B. Meal Breaks

- 1. Employees working five (5) hours or more shall receive an unpaid meal break of not less than thirty (30) minutes per day.
- 2. The meal break shall be scheduled by the supervisor as near the midpoint of their work period as practicable. Day shift employees shall notify the office of their scheduled meal break. The employees at the school site working the same shift shall have the option to eat meals at the same time, provided all necessary custodial service obligations are being met during that period.
- 3. In an emergency situation, should an employee not be completely relieved from duty during their meal break, such time will be paid as work time. Overtime pay rates shall be paid if applicable.
- 4. Employees working three (3) hours or more past the normal work shift shall receive one (1) thirty (30) minute unpaid meal break during the overtime period.

C. Employees shall have the option to leave their work sites during meal breaks upon notification to the principal and/or supervisor.

D. Employees will not be held accountable for the condition of school buildings and/or facilities while gone.

Section 12 – 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, Juneteenth, 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. Employees shall have access to the Juneteenth holiday if their work year extends beyond June 19th, or if they are assigned to work during the summer and their assignment includes work before and after June 19th. These employees shall have access to the Independence Day holiday if their work year extends beyond July 4th, or if they are assigned to work during the summer and their assignment includes work before and after July 4th.
- 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 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 double time (2X) rate in addition to their time at the rate it was earned instead of pay. Employees will not be required to work on Labor Day except in emergency situations.

Section 13 – 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 (2) or more employees have the same seniority date of work, the tie shall be broken as determined by number drawn lottery, 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 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 (1) 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 (2) 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 five (5) 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 their return to active employment Other benefits will be reinstated as appropriate to the position held.

Section 14 – Progressive Discipline

- A. The District has the right to discipline, suspend, or dismiss for just cause.
 - 1. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations.
 - 2. All disciplinary action shall be in accordance with the principles of progressive discipline.
 - 3. Progressive discipline may include: verbal warning, written warning, and written reprimand.
 - 4. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
 - 5. Disciplinary actions, including verbal warnings, shall be committed to writing and placed in the appropriate file as listed in the "Employee Files" section of this Agreement.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by their 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, they shall notify the employee of the nature of the concern which has come to their attention and allow the employee an opportunity to meet with the supervisor and respond.
 - 1. At the beginning of a personnel investigation, the employee will be provided with written information that describes the investigative process.

2. Such notification must include complainant(s)' name(s).
3. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.
4. Such meetings will occur during the employee's regular work day or if outside the regular workday be paid for at the appropriate rate of pay.
5. The District may hand deliver the letter of discipline to the employee without calling a special meeting.
6. An employee shall have the right to attach a statement to any written record placed in their file as a result of disciplinary action and shall have access to the grievance procedure.
7. Discipline can be removed from employee files consistent with the applicable provisions in the "Employee Files" section of this Agreement.

Section 15 – Employee Files

A. Personnel Files

1. The personnel file is a District file and shall be maintained in the District's Human Resources office.
2. Personnel files are confidential and shall be available for inspection only to the appropriate administrative staff and the individual employee.
3. All disciplinary action, excluding verbal warnings, shall be placed in this file.
4. By prior appointment, an employee shall have the opportunity to review the contents of their file and copy, at the employee's expense, materials within the file.
5. A review of the personnel file will be supervised by the Chief Human Resources Officer or designee(s).
6. The employee may request an additional individual, chosen by the employee, be present for the personnel file review.
7. The employee may work with the Chief Human Resources Officer, or designee, to add material to, or delete material from, their personnel file. The employee shall have an opportunity to attach written comments to anything in their file.

8. 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.
 - a. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee having been provided a copy first and been provided the opportunity to attach their own comments.
 - b. Such written response shall become part of the employee's written personnel records.
9. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined below. Confidential materials can be placed in an employee's personnel file only with the employee's permission.

B. Supervisor File

1. An employee's principal or program supervisor may maintain a supervisory file at their work site for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
2. Counseling/expectation memos and verbal warnings shall also be placed in this file. Information about removing these documents from employee files is listed below.
3. The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time, within twenty-four (24) hours if possible, for such review.
 - a. The employee may choose to have a representative present.
 - b. The employee may copy materials from the file at their 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.
 - a. 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.

C. Application and Screening Materials

The District will maintain application and screening materials in order to fill vacant positions. Materials are organized in relation to a posted vacancy and subsequent hiring process. These files are stored for the current year, plus three (3) years as required by the Records Retention Act. Employees may review application materials the employee themselves have submitted.

D. District Records

1. The District maintains other types of records related to grievances, discipline, and litigation.
2. If the District keeps a discipline record longer than what is stated in the timelines below, it will not be used as the basis for discipline.
3. Records of grievances are not kept in the personnel file.
4. District records 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 grievances, discipline, or litigation.
5. District records will be kept separate from other District files.

E. Document Removal from Supervisor and Personnel File

1. Counseling Memo and Verbal Warnings
 - a. Documentation of counseling sessions will be destroyed after one (1) year, provided that no further issues of a similar nature have occurred during that period of time.
 - b. After (18) months following the issuance, the employee may submit a written request to remove documentation of verbal warnings, provided that no further issues of a similar nature have occurred during that period of time.
 - c. The employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline.
 - d. 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.
2. Written Warnings and Written Reprimands

- a. After two (2) years following the issuance, the employee may submit a written request to lower the discipline level of the document if there has been no recurrence of the behavior.
 - b. The new level of the discipline will be noted as revised and dated on the original document.
 - c. 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.
- 3. 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 title and building.
- 2. VACANCY: A job that is to be filled.
- 3. TRANSFER: Voluntary or involuntary movement of staff.
 - a. INVOLUNTARY TRANSFER: Placement by the District in a different building but in the same assignment. Involuntary transfer shall also mean placement by the District into a different assignment at the same level of pay.
 - b. VOLUNTARY TRANSFER: Decision by an employee to move from one (1) position to another within the same or higher pay level.
- 4. PROMOTION: When an employee changes from one assignment to another whereby the employee receives increased hourly pay.

B. Sequence of Assignments and Transfers:

- 1. Declaration of vacancies 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 vacancies

6. Voluntary transfers
 7. Consideration of external applicants
- C. Special Needs Transfers: Special needs transfers may occur at any time during the above process but only when there is a vacancy. The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would bypass other transfer provisions and be agreed to by the employee.
- D. Declaration of Vacancies Procedures: The District will identify all known vacancies as they occur throughout the year.
- E. 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 vacancies and the information on a return to a comparable position form, employees will be offered transfers. Employees not matched to vacancies 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.
- F. 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. In an attempt to prevent involuntary transfers, the District will seek volunteers.
 - a. When choosing jobs, these volunteers maintain their seniority.
 - b. When an individual's turn to select a new position comes up, they may their offer to volunteer, and the originally identified employee will be placed back on the involuntary transfer list.
 3. Employees identified for involuntary transfer will be least senior in the bargaining unit within the classification at the identified site.
 4. All identified involuntary transfers will be ranked from most to least senior.
 5. All known vacancies will be listed.

6. Employees will be involuntarily transferred into an existing vacancy in the same classification.
 - a. If more than one (1) position is identified for involuntary transfer, the selection of available vacancies shall occur in seniority order.
 - b. This process shall take place during an involuntary transfer meeting.
7. If no vacancies exist in the same level, the identified person will displace the least senior employee in that level.
 - a. 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 seniority, and as long as vacancies at that level do not exist.
8. Involuntarily transferred employees shall suffer no financial loss, but in no case shall an employee receive a promotion through this provision.
9. An employee may only access positions through this provision for which the employee is qualified, and in departments for which the employee already has seniority.
10. When an involuntary transfer occurs, the employee will fill out a form indicating a comparable position to which the employee wishes to be returned. Comparable position may include work site, classification, shifts or a combination of these.
11. No employee will be involuntarily transferred two (2) years in a row.

G. Return 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 the employee wishes 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 an approved contract waiver at the building where the employee is placed.

H. Posting of Vacancies:

1. All open positions will be posted within ten (10) days of vacancy, when feasible.
2. A Notice of Position Vacancy shall be developed and posted on the District website for a minimum of five (5) days. This shall be both an internal and external posting. External applicant files shall not be reviewed by the District until all internal candidates have been considered as outlined in the CBA.

3. Staff with limited or no computer access may call Human Resources and inquire about postings.
4. The Notice of Position Vacancy shall contain all information necessary for an employee to evaluate their interest in the position. For example:
 - a. Position location and supervisor;
 - b. Description of responsibilities, qualifications and terms and conditions of employment;
 - c. Applications procedures and closing date.
5. Positions shall be filled in a timely manner.

I. Voluntary Transfer Procedure:

1. Requests for transfer to a different position within the bargaining unit must be made on a form provided online by the District as specific vacancies become available. If an employee transfers more than four (4) times from September 1st to August 31st, a clarifying conversation between the Association and the District will occur to discuss the work climate.
2. Staff interested in vacancies 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.
3. Employees who are on leaves of absences, including absence using L&I, are able to request a transfer to a position for which they are qualified.
 - a. If they are the most senior person wanting a transfer, they shall receive the position.
 - b. The position shall be held for thirty (30) days after closing. If the employee is unable to return in that time, the position shall be awarded to the next most senior employee requesting a transfer.
4. Employees wishing to transfer are encouraged to visit the site or communicate with the administrator and/or the current custodians about the specific responsibilities associated with the position.
5. The employee selected for transfer must meet qualification requirements listed in the job description. An employee with current performance deficiencies may be denied a transfer.

6. The employee offered the position shall be the most senior employee who meets the qualifications.
 - a. 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.
 - i. The employee will be provided an opportunity to initiate any required level-specific training within thirty (30) working days of accepting the position.
 - b. If no qualified employee applies, the position shall be offered to the most senior bidder.
 - i. An employee selected for the position without the proper license or certification requirements will be required to meet the qualifications within two (2) testing cycles as offered by the city. Under special circumstances, an extension may be granted.
 - 1) If there is no internal candidate that accepts the position and the position is level two (2) or below, it shall be offered to an external candidate. The District shall retain the sole right of selection of employees new to the District.
7. The selected employee for the position will be provided an opportunity to meet with the site administrator that is facilitated by the Custodial Supervisor to learn firsthand what the job entails, including any contract waiver at the site.
8. An 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 the employee did not receive the assignment.

J. Transfer between Departments:

1. Transfer requests from employees who work in a different department shall be considered only if there are no requests for transfer from within the affected department or no one requesting transfer meets the qualification requirements.
2. 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.
3. Employees interested in a transfer between departments, shall complete the online application form as provided by the District as specific vacancies become available.

4. Staff interested in vacancies which occur while they are on vacation may leave a request form with Human Resources prior to leaving for the break.
5. At a minimum, the three (3) most senior employees who applied and meet the qualifications (including proper licensing) as defined on the job description shall be interviewed.
6. Employees that have submitted a request for transfer to the warehouse and have cross trained in the department at least once in the prior five (5) years will be guaranteed an interview.
7. Should it be determined that two (2) or more employees match the qualification requirements for the position, the position will be awarded based on the following:
 - a. First consideration: prior work experience including cross training experience as it relates to the posted vacancy and/or other related experiences;
 - b. Second consideration: seniority.
8. The position will not be awarded in an arbitrary, capricious, or retaliatory manner.
- K. 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.
- L. An employee who is selected for a transfer into a new position will begin that new position immediately.
- M. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

Section 17 – Employee Facilities

- A. Workspace assignments will not be made in an arbitrary or capricious manner.
- B. The District will arrange that the following facilities and equipment be in each building for the use of the employees housed in that building:
 1. Adequate storage space for work materials
 - a. As the District plans for building renovations and new construction, dedicated storage space for custodial equipment and supplies shall be included in design consideration.

2. A work area containing equipment and supplies to complete individual job assignments
 3. Key to classroom, office or workspace
 4. Identification card
 5. Access to furnished employee lounge
 6. Restroom facilities separate from student facilities
 7. Access to conveniently located communication and technology resource, i.e., computers
 8. A serviceable desk and an adult-sized chair and a filing cabinet for each regularly assigned employee.
 9. An individual lockable space for personal items at each worksite
 10. A voice communication device connected to the school office in classrooms where employees perform their duties with students
- C. Employees will have access to the long-distance code when necessary.
- D. Care and consideration need to be used in planning the location of gatherings (i.e., meetings, luncheons, teas, receptions, in-services, etc.) in a building so as not to always displace the same program or class. The affected parties should be involved in the planning and shall be given at least twenty-four (24) hours' notice to reschedule, change locations or cancel their displaced activity or class.
- E. Employees will be provided, upon request, security code access and appropriate keys to access the building and work areas of the regular workday.
- F. Any employee who loses their 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.
- G. All elementary District-wide activity programs will be given priority for facility gym-use scheduling between the hours of 6:30 a.m. and 6:00 p.m. during their respective seasons. On occasion, singular events may displace the normally scheduled program.
- H. Except in an emergency, ample notice will be given to staff when scheduled repairs that may be disruptive to workspaces, or hallways during student attendance hours so that adjustments may be made, if necessary.

- I. Employees shall have the ability to override air control systems as needed during their regular shift only in those parts of the worksite areas in which they are working if possible and/or feasible.

Section 18 – Seniority

- A. Seniority is defined as the length of time the employee has served, by department, within the District as a member of the bargaining unit and in accordance with the law.
- B. 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.
- C. Employees with seniority in more than one (1) department shall carry that seniority separately. In the event two (2) or more employees have the same seniority date of work, the tie shall be broken as determined by a number drawn lottery, the winner being the most senior.
 1. Should a subsequent event arise involving the same employees, a new lottery will be conducted.
 2. The Association and all employees so affected shall be notified in writing of the date, place, and time of the lottery.
- D. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- E. The District will make an initial seniority lists for each department available bi-annually. The initial lists will be published by the first week of November, and an updated initial list the first week of March. The final list will be sent the last working day in March.
 1. Employees shall contact the District within fifteen (15) days of the seniority list being published if there is a dispute to their seniority placement.
 2. The list will not include employee social security numbers.
- F. Employees' earned seniority shall not be lost due to illness, authorized leave of absence or temporary layoff.
- G. If an employee leaves CGW to work in another bargaining unit, and the employee is hired back through a posting process into CGW to an open level two (2) position posted outside the unit, they have sixty (60) working days from their last working day in CGW to return and maintain District seniority for purposes of assignment and transfer. An employee's ability to transfer or promote will be frozen for sixty (60) working days upon return. In the event the employee returning creates a tied seniority situation, the employee who remained in the unit would be deemed most-senior.

1. Any employee during the 2020/21 & 2021/22 school years (prior to 9/1/2022) will have seventy-five (75) working days from their last working day in CGW.
- H. 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) days after the District sends the letter, the District may proceed with terminating the employee.

Section 19 – Employee Protection

- A. The District shall provide a safe and healthy working environment for all employees.
1. An employee shall immediately report potentially unsafe or hazardous conditions to their supervisors.
 2. The District will provide a clear safety procedure and plan in the Standards and Procedures Manual. This procedure will include who to call and what the employee should do when a threat exists.
 3. Unresolved conditions may be submitted for discussion at Labor Management meetings.
- B. 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.
- C. A communication device will be available to an employee required to work in a building alone. 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.
- D. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.
- E. Each facility shall have a building-wide crisis plan.
1. These plans shall be comprehensive, and include plans for the gym, cafeteria, library, multi-purpose room, outside, and any other area used by employees and/or students.

2. The crisis plan must be in print, and a copy provided to each staff member at review and information sessions at the beginning of each school year.
- F. 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 they are found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

Section 20 – Indoor Air Quality

- A. 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. This process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.
- B. Based on the reported concern, the District Industrial Hygienist will:
1. Test and monitor the area.
 2. Track the employee concern as reported on physical hazard notification forms and employee logs.
 3. Facilitate, research, and recommend solutions in a timely manner.
 4. Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.
- C. Unresolved indoor environmental issues may be submitted to the Joint Indoor Air Quality Committee who 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 recommend independent testing groups.

Section 21 – Worker’s Compensation

- A. If an employee is injured on the job, an incident report will be filed in a timely manner to document the injury.
- B. 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.
- C. Such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays.
- D. 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.
- E. 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.
- F. The District will provide, at its discretion, on the job support(s) to reduce instances of work-related injury.

G. Injury Related Reassignment

- 1. The District shall enter into an interactive dialogue with an employee who has or incurs an injury or medical condition that may require accommodations in order to perform job duties.
- 2. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. The employee will continue to receive all rights, privileges, and protections normally given under this Agreement. If any provision of the Collective Bargaining Agreement is in conflict with the new position, the District and Association shall decide jointly on the appropriateness of the proposed placement.
- 3. The Association will be informed, in writing, if any employee not represented by the Association is assigned to a position represented by the bargaining unit or if an employee represented by the Association is placed in a position outside of the bargaining unit.

H. Light Duty for on-the-job injuries

- 1. The District will institute a light-duty program to return employees to work who have been authorized to return to a light-duty assignment. Light-duty assignments may differ from the employee’s regular work assignment.

2. The District will make a good faith effort to designate light duty positions for employees required to work with physical restrictions due to an on-the-job injury or on-the-job illness. The employee must have a written release from their attending physician and must comply with any regulations required by Washington State Worker's Compensation. Employees performing light duty shall be compensated at their regular rate of pay.
- I. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industry's Loss of Earning Power Standards.

Section 22 – Loss and/or Damage of Personal Property

- A. The District agrees that it will include employees as insureds in the District's liability policy. The District shall reimburse the employee for:
 1. The replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.
 2. Any District-registered personal property used for instructional purposes in the workstation which has been damaged, destroyed, or stolen during the course of their employment. 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 \$125, whichever is less.
 3. Personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). 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 \$125, whichever is less.
- B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:
 1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged.
 2. The vandalism must have occurred while the employee was at a District work site performing District business.
 3. Damage resulting from a collision or damage from another vehicle is not reimbursable.
 4. Reimbursement shall be made per vandalism occurrence in the amount of \$250 or the employee's deductible, whichever is less.

- C. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District security department.
- D. All claims for reimbursement for loss, except "B.1" above, 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.
- E. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

Section 23 – Loss of Damage of District Property

- A. Employees shall not be liable for District property that is damaged, destroyed, or stolen provided prudent steps have been taken to protect such property.

Section 24 – Threat and/or Assault on an Employee

- A. The District shall take reports of threats and assault seriously.
- B. Any case of a threat and/or assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee.
- C. The District shall meet with the employee about the allegation of a threat or assault.
- D. The District shall inform the employee of any action taken in response to the student as reported after conferring with the employee.
- E. The District acknowledges the extraordinary impact that serious threats and assault on staff members has on the educational process and therefor, will take appropriate action for the non-discretionary behavior(s).
 - 1. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights.
 - 2. Any student that has threatened and/or assaulted an employee shall not be returned to the applicable staff work area prior to a face-to-face meeting with administration and the employee.
 - a. This meeting shall occur at a time in which the employee is not responsible for other students.
 - 3. The District shall follow the law when disciplining Special Education students.

- F. The District shall inform the employee on those legal rights and alternative courses of action available to the employee.
- G. Threats or assaults that have resulted in a documented medical condition shall be reviewed by the District and may not result in the loss of sick or vacation leave.
- H. The District will refer reports of threats and assault to the authorities as appropriate.
- I. School visitor information shall include notice of the District's expectation regarding physical or verbal abuses, intimidations or interference with an employee's ability to perform their duties.
- J. The Employee Assistance Plan is available for any employee and information about this program can be found in the Benefits Office.

Section 25 – Potentially Dangerous Students and Patrons

- A. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor, they will notify affected staff in a timely manner, and in accordance with all state and federal laws.
- B. 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. 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.
 - 1. "Shall be informed" is a shared responsibility between staff and administration and support staff.
 - 2. "Evidenced behaviors" are obtained through a self-report registration document as well as any other information that clearly presents a safety problem.
 - 3. As per law, a student cannot, however, be withheld from class pending the schools receipt of the student's records.
 - 4. Affected 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 school District policy where release by the student is necessary or where the record is the working notes only seen by the person making them.
 - 5. 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.

- C. The sharing of confidential information about a student's family 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). All staff, based on a need-to-know basis as defined by law, shall be informed prior to being assigned student(s) whose family evidences behaviors that could present a safety problem to the students or staff. Affected staff shall be provided with specific information about the known behavior pattern(s) of the involved person(s) and suggested strategies for managing those behaviors.

Section 26 – Itinerant Custodians

- A. The District shall maintain Itinerant custodians. Itinerant custodians shall be used to cover shifts for absent custodians and provide extra support to buildings as needed.
- B. One (1) itinerant a day, as needed, may be assigned for equipment transfers and other duties by the Operations Supervisor(s). No itinerant shall be pulled off of normal itinerant duties on Monday or Friday except in emergency situations. Seniority shall be the primary factor for determining who shall perform this work.
- C. To the extent possible, Operations Supervisor(s) shall make every effort to assign itinerants to a consistent shift schedule that will not vary week to week.
- D. Day shift assignment of itinerant custodians will be done on a seniority basis with the most senior itinerants receiving day shift assignments first. For the purpose of this section, seniority shall be defined as time spent as an itinerant custodian.
 - 1. Every effort shall be made to use an itinerant custodian if an absence is greater than five (5) days. Employees may sub out of class for absences of five days or less.
- E. If an itinerant custodian would prefer to work swing shift only, the Operations Supervisor(s) shall make every reasonable effort to accommodate this request.
- F. Itinerant custodians shall be expected to perform the workloads as documented at that site. If there is no written workload/color coded maps and/or other written directions for workloads at a site, the itinerant custodian shall contact the appropriate supervisor to confirm the workload. The day supervisor should be contacted for day assignments and the night supervisor should be contacted for night assignments.

Section 27 – Obtaining Licenses

- A. If an employee cannot take any test for a license outside of their regular shift, up to two (2) 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 their qualifications. No more than three (3) attempts per employee will be allowed annually. The employee may request to use vacation, if coverage is available, to take the test beyond the three (3) attempts allowed by the District.

Section 28 – Change of Address or Telephone Number

- A. Employees will have on file with the District a phone number and address where they may be contacted.

Section 29 – New Hire Probationary Employees

- A. All new Custodian and Warehouse employees shall serve a sixty (60) working day probationary period. All new Grounds employees shall serve a 120 working day probationary period. Grounds employees will have retroactive probationary period rights from previous years' successful service.
- B. Probationary employees may be discharged at the discretion of the District during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination. Probationary employees are covered by all terms and conditions of this Agreement except layoff/recall, progressive discipline, and grievance process.
- C. New hire probationary status employees determined to have an unsatisfactory performance level shall receive a performance evaluation report prepared by their primary evaluator. Employees determined to have an unsatisfactory performance level will be provided with specific concerns to be addressed prior to completion of their probationary period in order to continue employment.
- D. New hire employees are not eligible for transfer while they are serving their probationary period.

Section 30 – Employee Evaluation

- A. Performance Evaluation Process for Non-Probationary Employees
 - 1. The parties agree that performance concerns will not be addressed for the first time on the performance evaluation report. Evaluator(s) will accurately inform employees of their progress during the evaluation process.

2. All employees shall have one (1) evaluation per year. Employees on performance probation shall receive additional evaluations.
3. Evaluations will be completed on a form developed by the District after consultation with the Association. This form shall be found on the District's website.
4. Evaluations will be completed on or before August 20th. Evaluations shall be based on data collected by the evaluator(s) from the current year only.
5. For custodial employees, the primary evaluator will be the Operations Supervisor(s). The principal may be a contributing evaluator. Any negative report by the principal must be verified by the Operations Supervisor(s) before being used on the annual evaluation.
 - a. For grounds employees, the primary evaluator will be the director of maintenance and operations.
 - b. For warehouse employees, the primary evaluator will be the warehouse supervisor or administrative director.
6. Supervisors shall conduct site visitations to observe operations and gather their own verified information for the evaluation(s). Any information collected that may negatively impact the employee's annual evaluation must be put in writing and given to the employee within ten (10) days of the knowledge of the verified information. The employee or the supervisor may request a meeting to discuss the negative information.
7. An employee shall be given a copy of any written evaluation by their primary evaluator at least three (3) working days before any conference to discuss it. No employee shall be required to sign a blank or incomplete evaluation form. No evaluation shall be placed in the employee's file without their review. An employee has the right to attach comments to all evaluations.
 - a. An employee with satisfactory marks in all areas may decline to meet with their evaluator(s).
 - b. Employees with a Requires Improvement or Unsatisfactory rating must attend a conference with their primary evaluator.
8. An employee who receives an overall Unsatisfactory rating on their annual evaluation report may be placed on probation at the discretion of the District.

Section 31 – Employee Performance Probation Process

- A. If an employee is put on probation for performance deficiencies after receiving an overall Unsatisfactory on the annual evaluation report, performance deficiencies will be communicated to the employee.
- B. Any probationary period will last a minimum of forty-five (45) working days. The forty-five (45) day probationary period shall start the day after the employee is given a plan of probation in a meeting. The plan shall be in writing. The plan shall include suggestions and support for improvement of their performance.
- C. Employees are not eligible for voluntary transfer while they are on probation.
- D. Any employee on probation shall be removed from probation at any time the employee has demonstrated improvement to the satisfaction of the primary evaluator(s), in those areas specifically detailed in their notice of probation. In this event, a statement shall be attached to the evaluation report indicating the employee has successfully met the conditions of probation. Probation may be extended if the employee shows sufficient improvement, but is still deficient in some areas, as determined by the District.
- E. If the employee on probation has not demonstrated sufficient improvement after completion of the probationary period, a recommendation may be made to the School Board that the employee may be terminated.

Section 32 – Custodial Site Team Leadership Responsibilities

- A. All custodial employees with leadership responsibilities in their job descriptions shall immediately bring issues to the attention of an employee on or off shift when they become aware of a situation during the course of the normal workday and while performing their leadership duties.
- B. If an employee has been informed of the noted concern and the concern has not been resolved within fifteen (15) working days the custodian in a leadership position will send a memo to the supervisor(s). When this happens the affected employee shall be notified. The custodian in a leadership position shall be notified that the situation has been addressed by the supervisor.

Section 33 – Staff Development and Training

- A. The District maintains custodial standards and procedures that shall be communicated regularly with employees. Employees will be trained in a thorough and consistent manner in all aspects of their job responsibilities.

- B. All time required to obtain training will be paid time, over and above regular hours, or included in the workday. Should meetings be held outside the employee's regular scheduled work hours and the employee cannot attend, the employee shall give advance notice to their supervisor.
- C. The District shall provide up to eight (8) hours of job-specific trainings on non-student days, conference weeks, during the employee's workday, Saturdays, evenings, or other agreed upon times for an Education Support Professionals. The District shall provide a training fund of \$50,000. Employees' input shall be sought each year to help determine the needs for these trainings. These training shall not replace existing mandatory or contractually obligated training.
- D. The District will provide a Custodial Training Institute on a non-student day. Each custodian will be required to attend the training session, so long as the District provides more than one (1) opportunity for each training session. The training dates will be scheduled at least six (6) months prior to the training opportunity being provided. The District will not schedule the training to occur during Fourth of July week, spring break, or winter break.
 - 1. The CGW Leadership team shall have the opportunity to provide input for the Custodial Training Institute Days.
 - i. New equipment, workload responsibilities, programs, ordering, soft skills, and communication will be considered as part of the training.
- E. Optional trainings throughout the year offered during the workday and/or non-student days will also include preparation for winter including inclement weather procedures and snow removal equipment and preparation for Spring and Summer like sprinklers, property inspection, student departure/summer cleaning. Employees who miss the optional training due to a planned absence, will have an opportunity to be provided the trained information.
- F. During the 2022-2023 school year for implementation in the 2023-2024 school year, the District will create an optional training program for employees wishing to promote. The program will train employees on the skills needed to be successful when promoting to the next pay level.
- G. When an employee accepts a promotion into a head custodian, night foreman, first assistant, or itinerant position in the building or worksite, they shall receive a minimum of two (2) shadow training days to learn the skills necessary for the position. Additional days or itinerant support maybe provided.
- H. When a current employee accepts a new position, they shall receive one (1) day of shadow training to learn the new position, if requested.
- I. The District shall provide head custodians, night foremen, first assistants, and itinerants ongoing training to build their skills as leaders at least one (1) time per year.

- J. When new equipment and fixtures, as well as new techniques are introduced all affected employees shall be trained to handle the changes. The CGW Leadership Team shall assist the administration by responding to equipment, supplies, and product questions as described in the Custodial Standards and Procedures Manual.
- K. 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.
- L. All full-time grounds crew shall be required to be CPR and first aid certified.
- M. Mandatory meetings between custodial staff at each school and supervisors may 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.
- N. Employees shall be offered training on machinery, technology, proper techniques, and proper procedures that they are expected to use. The District may hold mandatory or optional training at any time to meet these needs.
- O. The District shall provide up to \$1,000 for classes for the first year and \$600 for each year thereafter for employees attempting to attain proficiency in the English language and/or for employees attempting to attain a high school equivalency diploma.
- P. The District will provide the books to study for the required boiler licenses to be available for checkout at the operations department office.
- Q. 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 34 – Summer Mail Delivery

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

Section 35 – School Decision Making

- A. Each building shall have an inclusive decision-making process in writing that will be reviewed by all staff each year. The process will focus on student needs, academic achievement, and support for staff to include the following principles and effective practices:
 - 1. Each elementary school shall have a representative, shared leadership team(s) with at least two (2) members chosen by the staff. At the secondary level,

department chairs shall be on the team as well as the adhoc committee members selected by the staff. Adhoc committee members may be excused from regular department meeting business. The number of representatives shall be sufficient so that communication looping to all affected staff is possible.

2. Each team shall invite a SEA representative.
3. The responsibilities of the shared school leadership team include but are not limited to:
 - a. Developing a continuum of decision-making responsibilities (e.g. who makes which decisions)
 - b. Establishing team norms
 - c. Implementing the School Improvement Plan (SIP)
 - d. Creating opportunities for input and to surface questions or concerns
 - e. Communicating throughout the decision-making process (e.g. loop-outs to affected classified and certificated staff, meeting topics and/or minutes, staff updates and/or bulletins etc.)
 - f. Recommending to staff possible amendments to the decision-making process if the representative shared leadership team or other staff determine there is a need to do so. Any amendment to the decision-making process shall be voted on by the entire staff.
- B. A school improvement plan may not be designed or implemented that is contrary or inconsistent with the terms of any SEA Collective Bargaining Agreement or School Board Policy. Annually, the District will provide the Association president with access to each SIP.
- C. Each school will use its inclusive decision-making process with affected classified or certificated staff to determine participation in a pilot program. For this provision, pilot programs refer to anything that is not mandated curricula and/or any trial of curriculum or assessment the District is not requiring of schools.

Section 36 – Building Budgets

- A. Prior to semester break of each year the building administration shall share the actual building budget for the current year.
- B. Prior to the start of school, individual program budgets at the Skill Center shall be provided to the specific program staff.

- C. Prior to spring break of each year, the building administrator will schedule a voluntary meeting to gather input for budgeting for the following year.
- D. Budget allocations will not be arbitrary or capricious, or retaliatory.

Section 37 – 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 including tests required as an initial condition of employment.

Section 38 – Student Workplace Training Opportunities

- A. 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.
- B. 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.
- C. 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 39 - School Calendar

- A. The adopted calendars are found in Addendum D of this Agreement.
- B. The Association and the District Calendar shall follow the continuing calendar concepts as outlined below:
 - 1. Three (3) consecutive days, before the first day of school shall be workdays for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher workday. The order of these days shall be determined by the affected members in each building.
 - 2. The first day of instruction shall be outlined in the Certificated Bargaining Agreement.

3. Labor Day, Veterans' Day (observed), Martin Luther King's Birthday, Presidents' Day, Memorial Day, and Juneteenth shall be non-student days. Should the school year extend beyond June 19th, then Juneteenth shall be a non-student day.
4. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student non-working days. When not feasible, the parties will come together to schedule the break.
5. Winter Break shall be two (2) weeks long and shall be inclusive of three weekends. When not feasible, the parties will come together to schedule the break.
6. Spring Break shall be the first full week of April. If not feasible, the parties will come together to schedule the break.
7. Professional Learning Improvement days and Professional Peer Learning early release days will be designated in the attached calendars.
8. The conference schedule is addressed in the parent teacher conference section.
9. Semester Break Day is designated in the attached calendars. This shall be a non-student day unless the day is needed for a Weather Make-up Day, consistent with the order designated on the published calendar.
10. The last day of the school year will be a half-day ($\frac{1}{2}$) for students. It shall be a three (3) hours day for students. Special sites may have varying hours. Certificated employees may leave when the building is clear of students. Classified employees must work their assigned hours or take leave. End of year check-out may not interrupt instruction.
11. Weather make-up: If weather make-up days are necessary, they will be used in the order designated on the published calendars.

Section 40 – Volunteer Opportunities

- A. Volunteers shall not do work normally assigned to bargaining unit members. 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.
- B. 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.

- C. 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.

Section 41 – On-Call Substitutes

- A. The only rights on-call Substitutes are entitled to under this contract are: Rest Periods, and Meal Breaks, and specific additional items in this section of the contract.
- B. On-call substitutes may work on special projects and provide additional coverage when determined by management. In such instances, workload information shall be provided for on-call substitutes. Job duties will be limited to entry-level responsibilities only.
- C. On-call substitutes may work less than a full shift and may work outside of the regularly scheduled work hours.
- D. The pay rate for on-call substitutes shall be Level two (2), Custodial Assistant Step zero (0).
- E. On-call substitutes will be allowed to attend any training offered by the District, provided approval is given by the Operations Supervisors.
- F. On-call custodial substitutes can do seasonal work for Grounds an unlimited amount of years. These employees will need to apply for the open seasonal grounds position and need to be hired into the grounds position. The employee will notify the custodial operations supervisors so their name can be removed from the substitute custodial list during the timeframe they are working seasonal grounds.

ARTICLE IV – LEAVES OF ABSENCE

Section 1 – Sick, Family, and Emergency Leave

- A. Reporting absences: In the case of preplanned absence or inability of an employee to perform their duties, the employee shall notify the designated office or supervisor with a minimum of twenty-four (24) hours' notice. In emergency cases the employee shall notify the designated office or supervisor as soon as reasonably possible.
- B. Employees shall be granted twelve (12) days of sick, family, 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 240 days. Employees shall phone the designated office or 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 (5) days.
 - 2. Emergency leave may be granted for problems for which preplanning is not possible or could not relieve the necessity for the employee's absence (ex. Court appearance, religious holidays, funeral of friend, etc.)
 - a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision;
or
 - b. Employees shall be allowed to use accrued sick leave for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
 - 3. 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 workday and shift.

4. Sick, family, and emergency leave may be taken to the full amount of accumulation

C. 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. Abuse of sick leave may be subject to disciplinary action as found in the “Progressive Discipline” section of this Agreement.

D. Sick Leave Sell Back – After sixty (60) days/480 hours 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.

- 1. 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.

Section 2 – Shared Leave

A. An employee is eligible to receive shared leave under the following circumstances:

1. The employee:

- a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is extraordinary or severe in nature;
- b. Is a victim of domestic violence, sexual assault, or stalking;
- c. Needs the time for parental leave, to include bonding with an employee's newborn, adoptive, or foster child.
 - i. Employees accessing shared leave for this purpose may maintain up to forty (40) hours of accrued leave in reserve.
 - ii. This leave can be used up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement.
- d. Is sick or temporarily disabled because of pregnancy disability.

- i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of annual leave and forty (40) hours of sick leave in reserve.
- e. Serves or has served, the country in one and meets one or more of the following criteria.
 - i. Has been called to serve in the uniformed services;
 - ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee's offer of volunteer service.
 - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, as is attending medical appointments or treatments for a service-connected injury or disability.
 - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005 who is attending medical appointments or treatments for a service-connected injury or treatment.
- 2. The condition or conditions listed above must cause, or be likely to cause, the employee to go on leave without pay or terminate employment.
- 3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.
- 4. The employee has abided by District policies regarding sick leave use or military leave use.
- 5. If the illness or injury is work-related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.
- 6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.
- B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:
 - 1. Annual leave – an employee may donate any amount of annual leave provided the donation does not cause the leave donor's leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor

would not be able to take because of an approaching date after which the annual leave cannot be used.

2. Sick Leave – an employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.
 3. Subject to any limitations, employees may donate up to six (6) days during any twelve (12) month period.
- C. The District determines the amount of shared leave, if any, an employee may receive. However, an employee cannot receive more than five hundred twenty-two (522) days of shared leave during total District employment.
- D. Leave will be donated, calculated, and received on a full day incremental basis.
- E. While an employee exercises leave transferred under this section, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
- F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the District must be returned to the leave door.

Section 3 – Maternity Leave

- A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are temporary disabilities.
1. 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.
 2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.
 3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physician's statement to verify the leave period for disability relating to pregnancy or childbirth. A physician's statement for a leave of less than five (5) days may be required. In instances where an employee requesting maternity leave is not under a physician's care because of religious

reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than thirty (30) days.

4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.
5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
 - i. 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 their physician indicated as the beginning of their disability.
 - ii. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.
 - iii. A long-term substitute may be placed in the employee's position during the period of absence.
6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/ report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

Section 4 – Parenting Leave

- A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.
- B. This applies to regular childbirth as well as adoption and long-term fostering of a child.
- C. This leave is in addition to maternity leave under section 2 above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Medical Leave Act.
- D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District-sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

Section 5 – Family and Medical Leave (FMLA)

- A. Any eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1st – August 31st), as provided for in District policy, (See Addendum B.)

Section 6 – Paid Family and Medical Leave (PFML)

- A. Washington State Paid Family and Medical Leave (PFML): is a program managed by the Washington State Employment Department. The program commenced on January 1st, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When requesting leave information about leave options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for the benefits.

Section 7 – Personal Leave

A. Personal Leave Days

1. Three (3) personal leave days will be granted each year and will be front loaded each year. These days are pro-rated for a partial year worked.
2. These days can be accumulated to a total of five (5). Personal leave days may be taken, and the employee is not required to state the reasons for taking such leave days.
3. These leave days are separate from vacation, sick, family, and emergency leave day.
4. 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.
5. Employees who elect to not utilize these days may carry over up to two (2) personal leave days each year and elect to annually cash out up to three (3) days at a true per diem so long as in the last two (2) years of employment, the maximum total

combined vacation and personal leave days for cash out purposes, does not exceed thirty (30) days.

Section 8 – Temporary Absence

- A. 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.

Section 9 – Bereavement Leave

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. These shall be taken in full day increments. 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, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic Partnership already on file for benefit purposes.
- 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, daughter-in-law, and grandparent-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 tother business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

Section 10 – Jury Service

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to their giving such jury service.
- B. When an employee is required to actually perform jury duty, they shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of milage, shall in each case be remitted to the District.
- D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, they shall return to the building for assignment.

Section 11 – Subpoena Leave

- A. 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 12 – Community Service Leave

- A. An employee representing the District may be excused by their 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, their 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 13 – Public Service Leave

- A. It shall be the District policy to relieve employees of their school responsibilities to participate in the state legislature or other elected positions related to public service without pay during the term of such office.

Section 14 – Military Leave

- A. The District will grant military leave as provided by law to each staff member who is a member of a United States Military Reserve Unit, a member of the Washington National Guard, or a member of any organized reserve or armed forces of the United States. In addition, other provisions may apply to spouse, child, or parent. Military Leave is provided under USERRA and by RCW 38.40.060.

Section 15 – Educational 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 ($\frac{1}{2}$) leave status is defined as one half ($\frac{1}{2}$) 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 (1) 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 they are qualified if a position is available at time of return.

Section 16 – Association President’s Leave

- A. Upon request, the president of the Association will be granted a leave of absence for the school year in which they are 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.
- B. The Association will maintain a record of all days of absence under sick, family, and emergency leave used by the president during the school year and present it annually to the District.
- C. 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 building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.
- D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. 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 17 – Association Leave

- A. The District shall provide to the Association an aggregate of 250 total days for all bargaining units represented by the Association each school year for the purpose of Association.
- B. Use of such leave shall be approved by the president of the Association.
- C. The Association shall provide the full salary costs for the employee’s absence when substitutes are required.
- D. 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.
- E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.
 - 1. Substitute time for joint committees will not be counted against Association leave days.
 - 2. 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.

3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

Section 18 – Miscellaneous Leaves

- 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.
- B. Special conditions of the leave shall be put in writing at the time the leave is granted.
- C. 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.
- D. The following types of leave will be considered under this provision:
 1. Extensive travel – must be in the best interest of the District
 2. Health of the employee or member of the employee's immediate family.
 3. Child rearing leave – if not covered by family and medical leave
 4. Other educational service so long as deemed beneficial to the District.
- E. 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.

Section 19 – Vacation Leave

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

<u>Years of Service</u>		<u>Vacation Eligibility</u>
1 – 4 years	6.66 hrs./mo.	10 days or 80 hours
5 – 9 years	10 hrs./mo.	15 days or 120 hours
10 – 24 years	13.3 hrs./mo.	20 days or 160 hours
25 plus years	15.3 hrs./mo.	23 days or 184 hours
 2. Employees may carry over up to one half ($\frac{1}{2}$) of their earned regular vacation each year. Additional vacation may be accumulated if an employee requests in writing to defer their vacation because of work schedules.

3. Employees who have more vacation leave than what may be carried over into the following year enter into a “use it or lose it status” with the vacation days left over from the previous years.
4. Vacation that must be used or will be lost must be scheduled and used by August 31st. The time must be reported to the employee’s timekeeper during the August payroll processing time period. The amount of potential vacation loss can be found on the employee’s electronic pay stub.

B. Custodian Vacation Requests on Non-Student Days

1. Requests by employees for vacation during periods of non-student days shall be granted provided that work site coverage as determined minimally necessary by the District can be maintained.
 - a. Minimal coverage for all sites on non-student days is one (1) custodian per shift. Vacations will be approved provided that the building is covered by the existing building custodians.
 - b. Minimal coverage for itinerants is fifty percent (50%).
2. During the week of Spring Break, Winter Break, and the week of July 4th, sites without programmatic or unique operational needs will be closed to allow employees to use vacation leave.
 - a. Closure decisions will be made by the custodial supervisor in consultation with the appropriate parties; including the head custodian and the building administrator.
 - b. An employee who requests to work during these designated vacation weeks may be assigned by the supervisor to a different site.
 - c. During winter break, an employee must be available to do cold weather checks and snow removal.
3. Requests for vacation during periods of non-student days must be made by the end of the prior regularly scheduled workday.
4. During summer non-student days, employees with high vacation leave balances (defined as combined vacation time of eight (8) weeks or more) and who are assigned to schools regularly staffed with two (2) 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. A site may request to be closed on Fridays in such instances.
5. All custodians shall schedule vacations at times during the year other than the ten (10) working days prior to the start of school and the five (5) days after the start of

school. Special requests for vacation for the ten (10) working days before school starts will be taken into consideration.

C. Custodian Vacation Requests on Student Days

1. Requests by employees for vacation during periods of student days shall be granted provided that worksite coverage as determined minimally necessary by the District can be maintained.
 - a. High school and Middle School custodians will be approved for vacation on student days provided minimal coverage is maintained by each building's existing custodial crew.
 - i. Minimal coverage for Middle School is one (1) custodian for the day shift and one (1) custodian for night shift.
 - ii. Minimal coverage for High School is one (1) custodian for day shift and two (2) custodians for night shift.
 - b. Elementary/special site custodians will be approved for vacation until a total of ten (10) custodians in this group are absent for any reason. Itinerants will be approved for vacation until a total of five (5) itinerants are absent due to vacation.
 - i. Minimal coverage for Elementary School, special sites and all other locations is one (1) custodian per shift.
2. Requests shall be granted on a first-come, first-served basis.
3. Shifts may be flexed to maintain coverage with the agreement of the employee and supervisor.
4. Requests for vacation during periods of student days must be made by the end of the prior regularly scheduled workday.

D. Bonus Day(s) – If a custodian does not use any vacation during student days and the ten (10) working days prior to the start of school, they will get one (1) additional day of vacation for every five (5) days of vacation they do not use, provided it must be taken during non-students' days.

1. 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.
2. These days may be granted with supervisor approval.

Section 20 – Natural Disaster

- A. When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify their supervisor as soon as reasonably possible of their 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.

Section 21– Insurance Premiums While on Leave

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

ARTICLE V – SALARY AND BENEFITS

Section 1 – Salary Schedule

- A. The District shall provide salary schedules to attract, retain, and support a high-quality work force.
- B. During the life of the agreement, the District shall distribute its inflationary adjustment allocation for salaries and salary related benefits received from the state as follows:
 - 1. The inflationary adjustment allocation dollar amount (that is the actual dollar amount received from the state) shall be applied as a percentage across the salary schedule.
 - 2. In the event the Salary Rebase committee determines adjustments to funds that will be sent to the districts, the District and the Association will meet to discuss how these funding adjustments will be implemented.
- C. The current salary schedule is listed under Addendum A of this Agreement.
 - 1. For the 2022-2023 school year, the salary schedule shall increase by 6.5%.
 - 2. For the 2023-2024 school year, the salary schedule shall increase by 1% or IPD, whichever is greater.
 - 3. For the 2024-2025 school year, the salary schedule shall increase by 1% or IPD, whichever is greater.
- D. The head custodian at Maintenance facility will be Level 4.
- E. The monthly salary shall be calculated by multiplying the 2,080 hours, times the hourly rate and dividing by twelve (12). Employees are paid monthly on the last working day of the month.
- F. 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.
- G. 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 1st of the present year.

- H. 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 twenty-five (\$25.00) dollars. 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 (1) 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.
 5. In the event the District identifies an overpayment or underpayment prior to the payday, the District will notify the employee of the error. If the error is an underpayment, the District will provide a separate payment to the employee on payday to correct the underpayment. If the error is an overpayment, the employee will be required to provide a lump sum payment for the overpayment on payday.
- I. If requested by the unit, a salary compensation study will be conducted every three (3) years. The process utilized will be jointly decided by the Association and the District.
- J. 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 longevity increments as indicated on the schedule. Career increment steps are paid at five percent (5%) of the previous column.
- K. 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.
- L. 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.
- M. Whenever an employee is temporarily assigned a task at a higher pay level, that employee shall receive the higher pay from day one (1).
- N. An employee's optional twelve-month payroll plan will be available to non-twelve-month employees. 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.

- O. 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 (1) education stipend each year. This stipend shall be paid in September.
 - 1. 4-year college degree - \$400.00 stipend, or
 - 2. 2-year college degree - \$300.00 stipend
- B. **License/Certificate Stipend** – Employees will earn a stipend of \$200.00 for completion of a certificate related to the assignment, as approved by the supervisor. Each employee can only earn one (1) certificate stipend per year. This stipend shall be paid in January.
- C. **Arborist Certificate Stipend** – Employees will earn \$800.00 for completion of arborist training and certification. This stipend shall be paid in January to all who submit their arborist certificate to Human Resources by December 31st each year.
- D. **Contract Incentive Stipend** - \$870.00 to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. This stipend will increase annually by the same percentage as the base wage rate, not including any additional increases provided for pay differentials.
- E. **Longevity Stipend** – Employees shall receive a \$300.00 longevity stipend for having completed twenty (20) years of employment with the District as of the previous September 1st. This stipend shall be paid every year in February.
- F. **Working Conditions Stipend** – Continuing Groundskeepers required to spray shall receive one (1) \$200.00 stipend per year, prorated by hours. This stipend shall be paid in January.
- G. **Hold Harmless 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 Hold Harmless stipend in the amount of the difference between the average total stipend amount earned in the previous three (3) 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. This stipend shall be paid in June.

Section 3 – Benefits

A. Washington State Paid Family and Medical Leave (PFML):

1. Effective January 1, 2020, the Washington Family Leave Act is repealed and eligible employees are covered by Washington's Family and Medical Leave Program RCW 50A.04.
2. Eligibility for leave and benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State).
 - a. Employees will pay, as a payroll deduction (as determined by RCW 50A.04.115):
 - i. The full cost of the premiums associated with family leave benefits; and
 - ii. Forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits. The District will pay the remaining fifty-five percent (55%) of the premiums associated with the medical leave benefits.
 - b. The pay deductions become effective September 1, 2019 and will be reflected on the October 2019 pay warrant.
3. For the duration of this agreement, the District will use the state insurance as the carrier for the PFML.

B. School Employees Benefit Board (SEBB). The following provisions are presently in effect by the SEBB, and modifications made by the SEBB will be implemented as required by law. All of the provisions of this section shall be interpreted consistent with the rules and regulations of the SEBB. If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiations over the changes.

1. Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the school Employees Benefit Board (SEBB) for insurance program as adopted by the School Employees Health care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

2. The parties recognize there may be unanticipated impacts due to the transition and agree to ongoing and timely information sharing and problem-solving discussions with the intent to minimize and mitigate negative impacts to staff during the transition period.
3. Employee payroll deductions for premiums and surcharges will be based on the policies and rate schedules established by the SEBB Program. The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.
4. Benefits presently provided by the SEBB include but are not limited to:
 - a. Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
 - b. Basic Long-Term Disability
 - c. Vision
 - d. Dental including orthodontia
 - e. Medical
5. Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangements (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HCA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction if available by SEBB for any supplemental insurance that they choose to enroll through SEBB (e.g., optional AD&D, Long Term Disability, etc.)
6. Dependent Coverage for the Purpose of SEBB
 - a. Subject to SEBB dependent verification requirements:
 - i. Legal spouses, state registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical disability who meet SEBB certification requirements.
 - ii. Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019, but who no longer qualify for coverage under the SEBB, the employee will

have the opportunity to enroll these dependents at the employee's cost for a period of up to 18 months in accordance with SEBB provisions and the opportunity to make such payments will be made through payroll deduction by the District and paid to the HCA for this purpose as long as the employee has sufficient net pay to cover the monthly cost.

7. Eligibility:

- a. Employees, including substitutes, shall be eligible for full insurance coverage under SEBB if they work, or are anticipated to work, 630 or more hours in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1st through August 31st. All hours worked during the year shall count for the purposes of establishing eligibility.
- b. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, and the employee is anticipated to work 630 hours during the following year, that employee will be provided benefits coverage if the employee will be working at least 17.5 hours each week for six (6) of the last eight (8) weeks before the last day of school for those who work nine to ten (9-10) months, or six (6) of the last eight (8) weeks before the end of the year (August 31st) for eleven to twelve (11-12) month positions.
- c. In accordance with the SEBB program, paid leave shall count towards the 630-hour used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
- d. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying premiums and applicable surcharges to the HCA in accordance with the SEBB continuation coverage option.

8. Benefit Enrollment/Start:

- a. SEBB will provide an open enrollment period each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year. The open enrollment period shall be established by the SEBB Program.

- b. If an employee has a qualifying change in family or employment status, outside the annual open enrollment period, benefit changes may be requested in the manner and timeframe established by the SEBB Program.
 - c. An eligible employee must complete enrollment and dependent verifications within the required timeframe established by the SEBB Program.
 - d. In the event an eligible employee does not submit benefit enrollment information within the required timeline, the employee will be automatically enrolled in the employee only default plans for medical, dental, vision, basic life, AD&D, and basic long-term disability insurance, in accordance with the SEBB Program.
 - e. Benefit coverage will begin the first day of the month following the first day of work for eligible positions (per the Eligibility clause above), except during the month of September when the employee's benefit coverage will begin in September on their first (1st) day of work if the employee is in an eligible position and the employee begins on or before the first school day in September.
 - f. Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two (2) consecutive years, the employee will be anticipated to work 630 hours going forward if in the same position and, therefore, be eligible for benefits under SEBB.
- C. Continuity of Coverage: Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefits coverage if they meet the eligibility requirements above.

1. Benefit Termination/End:

- a. Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through the last day of the calendar month of employment, consistent with the SEBB provisions.
- b. In accordance with SEBB provisions, when an employee eligible for benefits separates from employment after completion of the employee's full contract obligation, the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage

- D. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law and SEBB provisions.
- E. In accordance with state and federal law, employees have the opportunity to participate in making VEBA contributions based on the outcome of the employee group votes conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell back. If one (1) or more options are adopted by the employee group votes, all eligible employees in the group must participate. The Association will annually notify the District by November 15th of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year.
- F. Retirement Employees participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.
- G. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity or the state's deferred compensation program will be provided notice of the date of transfer of their tax- sheltered annuity.
- H. The District shall provide automatic payroll deduction for health club fees at the employee's option.

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, group of employees within a building or program, 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 they were 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 their 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 their 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. 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 – Limitations of Grievances

- A. Grievances based only on the Preamble shall be grievable only through Step Three of the grievance procedure contained herein. All other grievance limitations outlined in the Collective Bargaining Agreement remain in effect.

Section 4 – No Reprisals

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

Section 5 – Submissions of Grievances

- A. Each grievance will be submitted separately except in cases where-in 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 an 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 Three.
- C. Step One of the procedure shall begin with the responsible administrator.

Section 6 – Grievance Processing Steps

- A. Step One/Informal

Within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later, the employee shall request a meeting with their immediate supervisor/principal to discuss the potential contract violation and potential solutions. The parties acknowledge that it is most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications.

1. This informal discussion will not be bypassed unless it is an Association or class action grievance.
2. Every effort shall be made to resolve the problem at this level in an informal manner.
3. An employee requesting such a meeting shall identify the subject of the concern.

4. If the complaint is not resolved, it shall be moved to Step Two.

B. Step Two

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 Step One- Informal.

1. 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.
2. Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance.
 - a. The grievant and an association representative (if the grievant desires) will be present at the conference.
 - b. Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution.
 - c. If the Association is not in attendance, they shall be notified of the Step Two grievance meeting.
3. 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 Three

In the event that the grievant is not satisfied with the disposition of the grievance at Step Two, they shall within five (5) days refer the grievance in writing to the superintendent or their designee.

1. The superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions.
2. The superintendent or designee shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

D. Step Four

1. Mediation - The Association and the District may mutually agree to mediate the grievance through the Washington State Public Employment Relations Commission (PERC). Such request will be made to PERC within ten (10) working days after the Step Three decision. If the parties do not mutually agree to the mediation, the grievance will move to Step Five.

E. Step Five

1. Arbitration

The Association, at its sole discretion, may advance any grievance to final and binding arbitration which has not been resolved through the use of the above enumerated grievance steps and procedures and is not subject to the exclusions herein.

2. The Association will notify the other party in writing that the matter is to be submitted for arbitration.
3. Arbitrations shall be filed with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Services (FMCS) within fifteen (15) days of receipt of the Step Three response, or Step Four if applicable.
4. The arbitrator shall be selected from a list provided by FMCS or 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.
5. 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 their 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 their 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.

6. 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 7 – Arbitration Costs

- A. The District and the Association shall each bear its own expenses involved in the processing of 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, 2025. 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

DECEMBER 15, 2022

Date



Bargaining Chair,
Spokane Education Association

December 15, 2022

Date



President, Board of Directors

1/4/23

Date



Secretary,
Board of Directors

1/4/23

Date

ADDENDUM A: 2022-2023 SALARY SCHEDULES

Sept. 1, 2022

SPOKANE SCHOOL DISTRICT NO. 81
CUSTODIANS SALARY SCHEDULE CU, 2022-23

LEVEL			EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS				
			0	1	2	3	4	5-8	9-13	14-18	19-23	24
2	Custodial Assistant	Annual	36,897.97	38,376.79	40,070.35	41,985.51	44,157.03	46,633.27	49,459.32	51,932.11	54,494.90	57,237.86
		Monthly Hourly	3,074.83 17.73941	3,198.07 18.45038	3,339.20 19.26459	3,498.79 20.18534	3,679.75 21.22934	3,886.11 22.41984	4,121.61 23.77852	4,327.68 24.96736	4,541.24 26.19947	4,769.82 27.51820
3	Night Foreman-MS, Admin	Annual	39,374.17	40,943.09	42,764.86	44,811.56	47,156.22	49,764.06	52,759.80	55,412.76	58,148.73	61,064.85
		Monthly Hourly	3,281.18 18.92989	3,411.92 19.68418	3,563.74 20.56003	3,734.30 21.54402	3,929.69 22.67126	4,147.01 23.92503	4,396.65 25.36529	4,617.73 26.64075	4,845.73 27.95612	5,088.74 29.35810
4	Head Custodian- Elem & Special Sites, Admin & Facilities, Night Foreman-HS Itinerant Custodian	Annual	42,851.37	44,551.79	46,501.67	48,759.73	51,281.05	54,148.64	57,407.65	60,278.67	63,281.38	66,457.14
		Monthly Hourly	3,570.95 20.60162	3,712.65 21.41913	3,875.14 22.35657	4,063.31 23.44218	4,273.42 24.65435	4,512.39 26.03300	4,783.97 27.59983	5,023.22 28.98013	5,273.45 30.42374	5,538.10 31.95055
5	Head Custodian-MS & Special Sites	Annual	45,414.18	47,239.36	49,282.73	51,668.91	54,366.81	57,407.65	60,843.16	63,880.50	67,097.87	70,450.37
		Monthly Hourly	3,784.52 21.83374	3,936.61 22.71123	4,106.89 23.69362	4,305.74 24.84082	4,530.57 26.13789	4,783.97 27.59983	5,070.26 29.25152	5,323.38 30.71178	5,591.49 32.25859	5,870.86 33.87037
6	Head Custodian-HS	Annual	47,419.44	49,282.73	51,454.19	53,932.92	56,756.54	59,932.33	63,541.05	66,706.49	70,010.57	73,532.68
		Monthly Hourly	3,951.62 22.79781	4,106.89 23.69362	4,287.85 24.73759	4,494.49 25.92977	4,729.71 27.26880	4,994.36 28.81362	5,295.09 30.54858	5,558.87 32.07043	5,834.21 33.65893	6,127.72 35.35225

Sept. 1, 2022

SPOKANE SCHOOL DISTRICT NO. 81
GROUNDSKEEPERS SALARY SCHEDULE CU, 2022-23

LEVEL			EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS				
			0	1	2	3	4	5-8	9-13	14-18	19-23	24
7	Gardener 1	Annual	36,897.81	38,376.67	40,070.22	41,985.34	44,156.84	46,633.10	49,459.13	51,931.92	54,494.69	57,237.67
		Monthly	3,074.82	3,198.06	3,339.19	3,498.78	3,679.74	3,886.09	4,121.59	4,327.66	4,541.22	4,769.81
		Hourly	17.73933	18.45032	19.26453	20.18526	21.22925	22.41976	23.77843	24.96727	26.19937	27.51811
8	Gardener 2	Annual	46,314.49	48,014.93	49,964.74	52,222.83	54,744.08	57,611.69	60,870.66	63,741.75	66,744.39	69,920.24
		Monthly	3,859.54	4,001.24	4,163.73	4,351.90	4,562.01	4,800.97	5,072.56	5,311.81	5,562.03	5,826.69
		Hourly	22.26658	23.08410	24.02151	25.10713	26.31927	27.69793	29.26474	30.64507	32.08865	33.61550
9	Groundskeeper	Annual	48,877.32	50,702.43	52,745.80	55,131.98	57,829.95	60,870.66	64,306.22	67,343.54	70,560.88	73,913.36
		Monthly	4,073.11	4,225.20	4,395.48	4,594.33	4,819.16	5,072.56	5,358.85	5,611.96	5,880.07	6,159.45
		Hourly	23.49871	24.37617	25.35856	26.50576	27.80286	29.26474	30.91645	32.37670	33.92350	35.53527
10	Foreman, Grounds	Annual	54,328.54	56,371.95	58,657.68	61,338.28	64,354.72	67,759.12	71,606.85	75,014.72	78,613.08	82,363.74
		Monthly	4,527.38	4,697.66	4,888.14	5,111.52	5,362.89	5,646.59	5,967.24	6,251.23	6,551.09	6,863.65
		Hourly	26.11949	27.10190	28.20081	29.48956	30.93977	32.57650	34.42637	36.06477	37.79475	39.59795

Employee will move from one step to another at the completion of the year identified on the next step, not at the beginning of the year.

Sept. 1, 2022

**SPOKANE SCHOOL DISTRICT NO. 81
WAREHOUSE EMPLOYEES SALARY SCHEDULE CU, 2022-23**

LEVEL		EXPERIENCE INCREMENTS				LONGEVITY INCREMENTS			
		0	1	2	3-8	9-13	14-18	19-23	24
Warehouse Clerk 60	Annual	53,463.13	55,844.86	58,205.93	61,059.90	64,110.30	67,312.36	70,679.92	74,209.47
	Monthly	4,455.26	4,653.74	4,850.49	5,088.33	5,342.53	5,609.36	5,889.99	6,184.12
	Hourly	25.70343	26.84849	27.98362	29.35572	30.82226	32.36171	33.98073	35.67763
Clerk/Relief Driver 61	Annual	54,014.69	56,392.92	58,760.89	61,611.41	64,685.92	67,922.46	71,310.64	74,884.95
	Monthly	4,501.22	4,699.41	4,896.74	5,134.28	5,390.49	5,660.21	5,942.55	6,240.41
	Hourly	25.96860	27.11198	28.25043	29.62087	31.09900	32.65503	34.28396	36.00238
Delivery Driver 62	Annual	54,893.61	57,265.00	59,639.84	62,238.72	65,358.05	68,622.11	72,051.68	75,657.07
	Monthly	4,574.47	4,772.08	4,969.99	5,186.56	5,446.50	5,718.51	6,004.31	6,304.76
	Hourly	26.39116	27.53125	28.67300	29.92246	31.42214	32.99140	34.64023	36.37359

Employee will move from one step to another at the completion of the year identified on the next step, not at the beginning of the year.

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 their 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 they are 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 they are entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the District of their intention regarding use of accrued paid leave to which they are 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 their 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: CONTRACT WAIVER APPLICATION

Request for Waiver of Contract Provisions

To: SEA Executive Board and Spokane Public Schools School Board

From: _____
Building or Worksite (Indicate if this is from a specific Department or Program)

Date of Request: _____

SEA Unit Making Request: _____
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW, IT,
Secretarial/Clerical. More than one unit may be listed.)

SEA unit(s) Effected by the Request: _____
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW, IT,
Secretarial/Clerical. More than one unit may be listed.

Renewal of Waiver (yes or no): _____

1. **Contract Provisions to be waived (Article, Section, and page):**

2. **What is the intent of the proposed contract waiver? (Goal, objective, or action that requires a waiver):**

3. **What policy, or guidelines or procedures will replace the waived provisions?**

Certification: I certify that eighty-five (85) percent of the SEA members affected by this waiver request voted in favor of the above request.

SEA Building Rep. Date

Building Principal Date

ADDENDUM D-1: CALENDARS

2022-2023 SCHOOL YEAR

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
♦29	♦30	♦31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	♦14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

SIGNIFICANT DATES

Aug. 29 - 31 Teacher Work Day/ Prof. Learn. Imp. Day
 Sept. 1-2 Launch Conferences
 Sept. 5 Labor Day
 Sept. 6 First Day of Classes (1st through 12th)
 Sept. 7 First Day of Kindergarten (A/B Rotation)
 Sept. 13 First Day of All Kindergarten Together
 Sept. 26 First Day for School Day Preschool (PK)
 Sept. 27 First Day for AM/PM & CIP PK
 October 14 Prof. Learn. Imp. Day / Non-Student Day
 Nov. 11 Veterans Day
 Nov. 23-25 Thanksgiving Break
 Dec 19-Jan 2 Winter Break
 Jan 16 MLK Day
 Jan 26-27 Elementary Progress Conferences / Non-Student
 Feb 3 Semester Break-Day / Non-Student Day
 Feb 20 President's Day
 Feb. 21 Prof. Learn. Imp. Day / Non-Student Day
 April 3-7 Spring Break
 May 29 Memorial Day
 June 9 Last Day for AM/PM & CIP PK
 June 13 Last Day for School Day PK
 June 16 Last Day of School
 June 19 Juneteenth
 June 20-22 Weather Make Up Days

ELEMENTARY GRADING PERIODS

Jan. 27 End of First Semester Elementary
 June 16 End of Second Semester Elementary

ELEMENTARY REPORTING

First Grading Period

Feb. 6 Report Cards

Second Grading Period

June 16 Report Cards

SECONDARY GRADING PERIODS

Nov. 4 End of First Quarter
 Jan. 27 End of First Semester
 Apr. 14 End of Third Quarter
 June 16 End of Second Semester

SECONDARY REPORTING

Nov. 15 First Quarter Report Cards Secondary
 Feb. 7 First Semester Report Cards Secondary
 Apr. 24 Third Quarter Report Cards
 June 22 Second Semester Report Cards



Spokane Public Schools
excellence for everyone

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	♦21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	★20	★21	★22	23
26	27	28	29	30

LEGEND

- First/Last day of School
- Late Start/Collaboration
- Holiday
- No School/School Break Day
- Conferences
- ▲ Friday Collaboration Day/Early Release
- ♦ Teacher Workday/Prof. Learn. Imp. Day
- ★ Weather/Emergency Makeup Day

2022-2023 SPS Calendar *DREAM. ACCESS. OPPORTUNITY.*

2024-2025

SEA/Custodial, Grounds Warehouse Employees