

September 1, 2016 – August 31, 2019

COLLECTIVE BARGAINING AGREEMENT

between

Spokane School District No. 81

Board of Directors

and the

Spokane Education
Association

representing

Custodial, Grounds, Warehouse



Sea
SPOKANE EDUCATION ASSOCIATION


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, Washington State, 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, which is 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 his/her designee.
- I. The term "President" shall mean the president of the Association or his/her 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

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 F):
 - 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.
 - d.
 - 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 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 SEA. Questions about dues should be directed to the SEA. 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. 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.
4. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee.

B. Representation Fees

1. No members of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association.
 - a. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.
 - b. The amount of the representation fee will be determined by the Association, and transmitted to the District Business Office in writing by September 1st of each year.
2. In the event that the representation fee is regarded by an employee as a violation of their right to non-Association, such bona fide objections will be resolved according to law.
 - a. Any employee objecting to the representation fee based on bona fide religious tenets, or teachings, or a church, will notify the Association and District of such objection in writing.
 - b. Upon filing of such objection, and after it has been determined that an employee has a bona fide religious objection to the payment of the representation fee, the employee and the Association shall agree on an appropriate secular charity.
 - c. In the event agreement cannot be reached, the charity shall be designated by PERC pursuant to the law.

- C. 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.

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 other time.
- 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. Job descriptions shall be reviewed by the Leadership Team for each department beginning with the 2016-2017 school year.

a. The District's goal will be to have all job descriptions reviewed and updated as necessary by August 31, 2017. The District and the Association understand that certain departments may not meet this goal, provided that in August 2017, the District and the Association will review the job descriptions not yet reviewed and updated, and will develop a plan for completion of all job descriptions, reviews and updates at that time.

b. As determined by each Leadership Team, individuals who are employed in each job descriptions may be invited to review and provide feedback on the job descriptions as necessary. Suggested amendments will be reviewed by the department's leadership team.

c. After concurrence by the leadership team, recommended changes must be sent to the Human Resources Department. Any changes will not go into effect until approved by the Human Resources Department. Decisions by the Human Resources Department regarding changes to job descriptions are not subject to the grievance process.

d. By August 31, 2017, all updated and approved job descriptions shall be available electronically to employees.

e. Beginning the 2017-2018 school year, employees and supervisors will be reminded to obtain a copy of their job descriptions annually prior to their evaluation. This may be done either by providing a hard copy of the job description, by providing an electronic copy, or by receiving a link to the electronic copy that is available.

3. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit or job title.

4. Any represented employee may submit written recommendations regarding job descriptions to the Human Resources department.

5. 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.

6. 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 grandfathered 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 he/she is being asked to perform inappropriate job duties, the employee has the right to discuss the concern with his/her 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. Custodian Workload – The District will adequately staff each building to ensure that work can be completed in a quality manner. 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.
 1. Individual workloads shall be written down and posted at each site.
 - a. Individual workloads shall be as standard as possible, school to school.
 - 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.
 5. Head custodians will be notified when an outside contractor is in their building, when possible. 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.

B. 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 license 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 a part of the regular work day.
- 5. When the Grounds Foreman is absent one (1) or more hours during a work shift, the most senior grounds person will assume non-supervisory duties as well as continue to perform his/her 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 grounds person declines the position, the individual selected will be based on District grounds seniority.
 - c. Seasonal employees are not eligible for these duties.

C. 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 his/her 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 his/her 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. Custodians wishing to sub out of class must be at the same work site as the person they are replacing.
 3. 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.
 4. 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 three (3) 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.
 5. Seniority will be used to determine who has the opportunity to sub out of class.
 6. Every effort shall be made to use an itinerant before asking an employee to sub out of class.

Section 4- Warehouse Cross Training

- A. Cross Training - 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 shall be posted in September of each year.
1. 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.
 2. The employees selected shall be provided forty (40) hours of training. Training days shall fall on Tuesday, Wednesday or Thursday.
 3. Employees shall be provided feedback about their performance in training.
 4. Employees who receive less than favorable feedback may not be selected for future training weeks or as an on-call substitute.

- D. Additionally, at least two (2) itinerant custodians will be cross trained in the warehouse for the purpose of covering absences. Operations Supervisors shall seek volunteers for this.
 - a. Employees shall be provided forty (40) hours of training.
 - b. Once trained, employees will be provided feedback on their performance in training.
 - c. Employees who receive less than favorable feedback may not be selected as an on-call substitute.
- E. Trained itinerants and the 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 grounds crew 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 Work Day Shifts

- A. Custodian
 - 1. Standard day shift for head custodians and day sweepers shall start at 5:40 a.m.
 - 2. Standard swing shift for night foremen and first assistants shall start at 1:55 p.m.
 - 3. Standard swing shift for middle school sweepers shall start at 3:00 p.m.
 - 4. Standard swing shift for high school sweepers 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

1st 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. Due to Teen Center Community programs that are in the building year round, Libby Center custodial hours shall be:

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

1st Assistant: 1:55 p.m. – 10:25 p.m. on student days, 10:00 a.m. – 6:30 p.m. on non-student days and summer.

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 first 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.

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.

B. During winter and spring break, employees shall start at 7 a.m. or opt to work their regular shift, provided building coverage is provided between 7 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 in excess of 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 (2) provided that Saturday and/or Sunday is not part of the regular shift. Holidays shall be at the double time rate (2).
- 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 his/her 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 10 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 1/2).
 - b. Premium overtime (i.e. Saturday, Sunday and holidays) at double time (2).
 - 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 - He/she will call the next person on the overtime list. If unable to reach Head Custodian, call your supervisor.
 - b. If you start working overtime, and you have to leave for any reason, 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 eight (8) hours or more.
- c. Overtime must be split equally.
- d. Employee may choose to split the overtime when it is their turn on the rotation list and may choose which half they work.
- e. Employee who turns down or accepts the other half of the overtime will not lose their turn on the rotation list.

6. If there is a break in time while the group uses the facility, it is considered a separate overtime.

7. If the group fails to show up, you wait thirty (30) minutes past their starting time; secure the building and leave. A failure to show is two (2) hours overtime and will not count against you in the rotation list.

8. The Head Custodian will write 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 considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.

Section 10 - Summer Hours

A. Summer work hours except for grounds employees 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 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 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.
- C. Custodian summer work shifts shall begin at 6:00 a.m. for those working 4/10 hour days and at 7:00 a.m. for those employees working 5/8 hour days.
 - 1. The summer schedule shall begin the Monday of the first full week after school is dismissed. The summer schedule shall conclude on the first student day of the next school year. The four ten-hour schedule (4/10), will 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 his/her 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 4/10 work schedules. These plans must be submitted on or before June 1 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 covered.
 - 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 4/10 work schedules on or before June 1.
- D. Warehouse worker summer schedules shall include an option of working 4/10 hour days instead of the normal 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 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 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.
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.
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 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. 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 a Saturday or Sunday the holiday shall be observed on the preceding Friday.
- E. Any employee required to work on any of the listed holidays shall be paid at double-time (2) rate in addition to his/her regular pay. The employee, at his/her option, has the right to take compensatory time at the rate it was earned instead of pay. Employees will not be required to work on Labor Day except in emergency situations.

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 his/her 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 his/her supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond.
 - 1. Such notification must include complainant(s)' name(s).

2. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.
3. Such meetings will occur during the employee's regular work day or if outside the regular work day be paid for at the appropriate rate of pay.
4. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
5. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
6. 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 his/her 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, his/her personnel file. The employee shall have an opportunity to attach written comments to anything in his/her 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 his/her 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 his/her 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 his/her own expense.
4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program.
 - 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 eighteen (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.

- F. 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, he/she may withdraw his/her 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.
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.
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 with the proper license.
 - 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.
 - b. If no current licensed employee applies, the District shall repost the position one (1) time to provide qualified employees with the proper license, the opportunity to apply.
 - c. If no current licensed employee applies on the second posting, the position shall be re-opened to internal applicants without the proper license. An employee selected for the position without the proper license will be required to obtain the license within two (2) consecutive testing periods as allowed by the City Building Services Department.
7. Before the employee makes the final decision on the job offer, there shall be a meeting with the employee, the appropriate Operations Supervisor and the site administrator.
 - a. The District shall not provide the site administrator with the list of applicants for the position.
 - b. The meeting will provide the employee an opportunity to learn first-hand what the job entails, including any contract waivers at the site.
 - c. After the meeting, the employee shall have twenty-four (24) hours to decide whether or not to accept the position.
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. Posting of Vacancies: Vacancies will be posted to individuals outside of the bargaining unit after all assignment and transfer provisions have been completed. Those filling vacancies will be placed in entry level positions only, including up to a Level 2 in the custodial department. The District shall retain the sole right of selection of employees new to the District.

L. 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.

M. An employee who is selected for a transfer into a new position will begin that new position immediately.

N. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

Section 17 – Employee Facilities

- A. Work space 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
 - 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 and preferably separated by gender
 - 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; additional filing cabinets will be provided as the program dictates
 - 9. An individual lockable space for personal items at each worksite
 - 10. A telephone in a private area for employees' use
 - 11. A voice communication device connected to the school office in classrooms where employees perform their duties with students
 - 12. Employees supervising students on the school site, performing duties such as playground supervision and/or bus and patrol duty, shall have a communication system connected to the school office.
- C. Employees will have access to long-distance phone lines for credit card use and 1-800 numbers.
- 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 work day.

- F. Any employee who loses his/her ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees will be charged a replacement fee not to exceed the actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.
- 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 that 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 list for each department available annually, by the end of the first week in March.
 - 1. Employees shall contact the District within 15 (fifteen) days of the seniority list being published if there is a dispute to his/her seniority placement.
 - 2. The final seniority list will be made available to employees by the last working day in March.
 - 3. 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. 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. 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 he/she has 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 he/she is found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

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.
- 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 his/her 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 employees 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 \$125 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.
- F. 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 or Damage of District Property

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 will, therefore, take more severe disciplinary action for exceptional misconduct.
 - 1. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights.
 - 2. 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 his/her 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.
- 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

If an employee cannot take any test for a license outside of his/her 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 his/her 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

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 his/her 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 20. 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 his/her 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 his/her 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 his/her 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 his/her 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 work day, 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 trainings 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.
- E. 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 may be provided.
- F. When a current employee accepts a new position, they shall receive one (1) day of shadow training to learn the new position, if requested.
- G. 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.

- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. The District shall provide up to \$1000 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.
- M. The District will provide the books to study for the required boiler licenses to be available for check out at the operations department office.
- N. 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

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 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 C of this Agreement.
- B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:
 - 1. The Monday, Tuesday, and Wednesday before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher work day. The order of these days shall be determined by the affected members in each building. For the 2016-2017 school year, only one (1) day before the first week of school will be directed by the principal or program.
 - 2. The first day of instruction shall be the last Thursday in August. When not feasible, the parties will come together to schedule the first day.
 - 3. Labor Day, Veteran's Day (observed), Martin Luther King's Birthday, President's Day, and Memorial Day shall be non-student days.
 - 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 (1/2) for students. It shall be a three (3) hour 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.

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.
 - C. On-call substitutes may work less than a full shift and may work outside of the regularly scheduled work hours.
- A. The pay rate for on-call substitutes shall be Level 1 Sweeper, Step 0.
 - B. On-call substitutes will be allowed to attend any training offered by the District, provided approval is given by the Operations Supervisors.

ARTICLE IV - LEAVES OF ABSENCE

Section 1 - Reporting Absences

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

Section 2 - Sick, Family and Emergency Leave

- A. 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 pre planning is not possible or could not relieve the necessity for the employee's absence (ex. court appearance, religious holidays, funeral of friend, etc.).
 3. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when
 - a. the recognized religious group celebrates a holy day or religious holiday and
 - b. requires attendance at the celebration and
 - c. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.
 4. Sick, family, and emergency leave may be taken to the full amount of accumulation.
- B. Sick Leave Sell Back - After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.

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.

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.

Section 3 - Temporary Absence Leave

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 4 - 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:
6. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.
 - a. 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.

- b. A long-term substitute may be placed in the employee's position during the period of absence.
- 7. 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 5 - Parenting Leave

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

Section 6 - Bereavement Leave

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, 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 other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

Section 7 - Family and Medical Leave

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

Section 8 - Jury Service

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to his/her giving such jury service.

- B. When an employee is required to actually perform jury duty, he/she shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of mileage, 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, he/she shall return to the building for assignment.

Section 9 – Community Service Leave

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

Section 10 - General Leaves of Absence

- A. Other leaves may be granted upon District approval for up to one (1) year without pay or District benefits, provided sufficient notice is given. Special conditions of the leave shall be put in writing at the time the leave is granted. The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and condition of the employee's leave agreement with the District and may be cause for disciplinary action. Seniority and accrued sick leave at the time of the leave will apply on return from the leave. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from regular duties. The employee shall return to a position of equal classification and hourly rate if such position is available or to a position which is mutually agreeable to the District and the employee, if a position is available upon return.
- B. The following types of leave will be considered under this provision:
 - 1. Active military service (with pay if absence under RCW 38.40.060).
 - 2. College, vocational course work or other sources of study preparation, providing it is job related.
 - 3. Extensive travel—must be in best interest of the District.
 - 4. Health of the employee or member of the employee's immediate family.
 - 5. Child rearing leave - if not covered by family and medical leave.
 - 6. Other educational service so long as deemed beneficial to the District.
 - 7. Public Service Leave.

Section 11 - Education Leaves

- A. Employees who desire to further their education may request to move from full-time to part-time, or full-time leave status. Half-time (1/2) leave status is defined as one half (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 he/she is qualified, if a position is available at time of return.

Section 12 - Subpoena Leave

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

Section 13 - Insurance Premiums While on Leave

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

Section 14 - Shared Leave Pooling

- A. Employees may donate sick leave to aid another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.
- B. 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 his/her sick leave account going below twenty-two (22) days.
- C. Subject to the above limitations, employees may donate up to six (6) days during any twelve (12) month period.
- D. While an employee exercises leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

Section 15 - Natural Disaster

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

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 he/ she is president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.
- 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 leave.
- 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 – Twelve-Month Employee Vacation Leave

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

<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

Employees may carry over up to one half (1/2) of their earned regular vacation each year. Additional vacation may be accumulated if an employee requests in writing to defer his/her vacation because of work schedules.

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.

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. Non-Restricted Vacation Days

1. Three (3) non-restricted vacation 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). Non-restricted vacation 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 sick, family, and emergency leave days.
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) non-restricted vacation 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 non-restricted vacation leave days for cash out purposes, does not exceed thirty (30) days.

C. Custodian Vacation Requests on Non-Student Days

1. Requests by employees for vacation during periods of non-student days shall be granted providing that work site coverage as determined minimally necessary by the District can 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%) or ten (10) Itinerants working on any given day.
- 2. During the week of Spring Break, Winter Break, and the week of July 4th sites may be closed to allow employees to use vacation leave.
 - a. An employee who requests to work during these designated vacation weeks may be assigned by the supervisor to a different site in order to maintain coverage, be present for outside contractor work and provide Express coverage.
- 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.

D. Custodian Vacation Requests on Student Days

- 1. Requests by employees for vacation during periods of student days shall be granted provided that work site 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/Itinerant/special site custodians will be approved for vacation until a total of ten (10) custodians in this group are absent for any reason.
 - 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.
- E. 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, he/she will get one (1) additional day of vacation for every five (5) days of vacation he/she does 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 19 – Non-Twelve Month Employee Vacation Leave

- A. Two (2) vacation leave days will be granted each year. These days can be accumulated to a total of five (5). Vacation leave days may be taken and the employee is not required to state the reasons for taking such leave days. These leave days are separate from sick, family, and emergency leave days.
- B. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days for which no reason need be given, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.
- C. Employees who elect to not utilize these days will receive an amount equal to one (1) day's pay for each unused day. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.
- D. Non-twelve month employees will earn a salary increment stipend. See the "Stipends" for of this Agreement for details.

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. The salary schedules are attached as Addendum A. In 2016-2017, there shall be a 3.3% increase to the Custodial, Grounds and Warehouse salary schedules. For 2017-2018 and 2018-2019, there shall be a 2.5% increase in addition to the COLA identified in the Omnibus State Budget, to the Custodial, Grounds and Warehouse salary schedules.
- C. The monthly salary shall be calculated by multiplying the 2080 hours, times the hourly rate and dividing by twelve (12). Employees are paid monthly on the last working day of the month.
- D. 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. This provision does not apply for the duration of this 2016-2019 contract.
- E. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the personnel department of the District prior to October 1 of the present year.
- F. 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). 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 identified an overpayment or underpayment prior to 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.
- G. 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.

- H. 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 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.
- I. 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.
- J. 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.
- K. Whenever an employee is temporarily assigned a task at a higher pay level, that employee shall receive the higher pay from day one (1).
- L. An employee optional twelve-month payroll plan will be available to non-twelve month employees.
- M. 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 stipend, or
 - 2. 2-year college degree - \$300 stipend
- B. **License/Certificate Stipend** - Employees will earn a stipend of \$200 for completion of a certificate related to the assignment, as approved by the supervisor. Each employee can only earn one (1) certificate stipend per year. This stipend shall be paid in January.
- C. **Contract Incentive Stipend** - \$698 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.

- D. **Longevity Stipend** - Employees shall receive a \$200 longevity stipend for having completed twenty (20) years of employment with the district as of the previous September 1. This stipend shall be paid every year in February.
- E. **Working Conditions Stipend** - Continuing Groundskeepers required to spray shall receive one (1) \$200 stipend per year, prorated by hours. This stipend shall be paid in January.
- F. **Grandparent Stipend** - Employees who were hired prior to September 1, 2006 who have earned stipends in excess of the total dollars offered for stipends as noted above will receive a Grandparent stipend in the amount of the difference between the average total stipend amount earned in the previous three (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.
- G. **Non-twelve Month Employee Stipend** - Non-twelve month employees will earn a salary increment stipend in consideration of the fact that these non-twelve month employees are only eligible to earn a limited number of paid vacation days off, regardless of their years of service. Employees will have a choice of a lump sum amount paid in December or a monthly stipend paid from December through June. Once a payment selection plan is made the District will continue to use the same payment method unless informed by the employee. This stipend will be calculated based on annual salary as of December 1 according to the following schedule:

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

Section 3 – Benefits

- A. Benefits shall be bargained by the parties. The Employee Benefits Communication Committee (EBCC) shall exist to make recommendations to the parties for the purpose of bargaining.
 - 1. The EBCC shall meet monthly during the school year to: review benefit options, prepare the request for proposal (RFP) for benefit contracts, and make recommendations to the parties. Meetings may be cancelled upon mutual agreement due to lack of agenda items.
 - 2. The SEA president shall appoint members to the EBCC as representatives of the Association. This is a joint committee.
 - 3. The EBCC will consider benefit renewals based on the District's competitive process for procurement of employee benefit plans. The District will adhere to normal purchasing policies and procedures for the solicitation, evaluation and selection of employee benefit plans.

4. The EBCC shall recommend the benefit renewals to the District and the Association each year by June 1. Recommendations of current plan, but with only premium or provider directed changes, may not require bargaining by the parties. The parties may agree to adjust these dates if rate information is not available by June 1.
- B. The District and the Association shall agree to a “Schedule of Benefits” by September 1 of each year. In the event the parties are unable to reach agreement on the “Schedule of Benefits” by September 1, the District will continue implementing the previously agreed to schedule of benefits and implement new recommendations for the following year. The “Schedule of Benefits” shall include the following:
1. Plan offerings;
 2. Identification of a benchmark benefit plan as the medical plan with the richest benefits;
 3. A minimum mandatory payroll deduction for participation in an employer sponsored health benefit plan in the amount of \$10;
 4. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA);
 - a. The District will establish a Health Savings Account (HSA) for any employee electing to participate in the HDHP.
 - b. Employees shall be allowed to contribute to the HSA through payroll deduction.
 5. A premium cost-sharing plan comparable to state employees for the most recent benefit plan year.
- C. The District will notify employees of the “Schedule of Benefits” and provide an open enrollment period during November, for no less than 30 calendar days, of each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year.
- D. The District will provide toward the employee health insurance benefits program the full amount of state appropriation per month per 1.0 full-time employee (FTE), prorated to the FTE benefit calculation.
1. The District contribution towards employee insurance benefits will be applied toward benefits in this order: basic life insurance at the group rate; long-term disability, and dental insurance; and a district sponsored medical plan if selected by the employee from the agreed upon “Schedule of Benefits” tiered rate.
 2. The payroll deduction schedule will reflect higher monthly premiums for the “richest” medical plan and a premium cost-sharing plan comparable to state employees for the most recent benefit plan year.
 3. For purposes of this section, “richest” medical plan is determined by the full price of the medical plan.

E. Eligibility

Employees who work at least half time or more in a regular position are eligible to participate in District sponsored benefit plans.

1. The District will use 1440 hours for 1.0 FTE for the calculation of basic health benefits.
2. The benefit FTE calculation is (number of days worked x hours) divided by 1440 equals the monthly benefit FTE percentage.

F. An eligible employee and qualifying dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits.

1. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the qualifying event. Sixty (60) calendar days are allowed for births and adoptions.
2. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.

G. The District will also pay the monthly cost per FTE billed by the state for retirees' health benefits.

H. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Association.

I. Fringe benefit pooling practices will be in accordance with RCWs.

1. The District shall annually transfer the minimum mandatory payroll deductions collected from employees to the benefit pool to reduce employee out-of-pocket costs.

J. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District designated benefits for all employees who qualify for health benefits.

K. Employees will have access to purchase district-sponsored optional insurance benefits payable through the payroll deduction plan.

L. The District shall provide automatic payroll deduction for health club fees at the employee's option.

- M. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
- N. The District will contribute \$25 per month per employee to a VEBA account (a tax-free health reimbursement account). In addition, in accordance with state and federal law, employees have the opportunity to participate in making additional 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.
- O. 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 his/her tax-sheltered annuity.
- P. Retirement: Employees are eligible to participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.

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 he/she was not selected for a voluntary transfer, the employee will have five (5) days to file a formal written grievance.
 - 2. Once the grievance is filed it will be expedited.
 - 3. If the Superintendent or his/her designee rules in favor of the grievant, the grievant will be offered the position that was grieved. The employee originally selected for the transfer will be returned to his/her former position. If the grievant is denied the grievance, the grievant may appeal the grievance to arbitration. However, the transfer position will be permanently filled by the employee who was selected.
- D. Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last request made or last answer provided, and no further actions shall be taken.
- E. 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

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

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

Section 5 - Submission 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 his/her 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, he/she shall within five (5) days refer the grievance in writing to the superintendent or his/her 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 his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages.

The arbitrator shall make a written report of his/her findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded.

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.

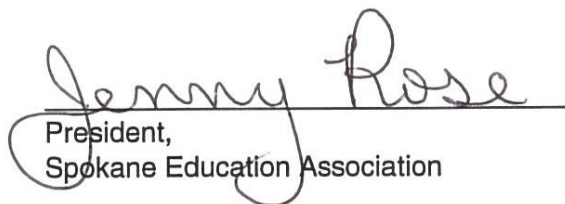
Section 7 – Arbitration Costs

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

ARTICLE VII – DURATION AND SIGNATORY PROVISION

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, 2019. At any time that rules, regulations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.



President,
Spokane Education Association



President,
Board of Directors

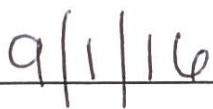


Bargaining Co-Chair,
Spokane Education Association



Secretary,
Board of Directors

Bargaining Co-Chair,
Spokane Education Association



Date



Date

ADDENDUM A – SALARY SCHEDULES

Sept. 1, 2016

SPOKANE SCHOOL DISTRICT NO. 81 GROUNDSKEEPERS SALARY SCHEDULE CU, 2016-17

LEVEL		STEP	EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS				
			0	1	2	3	4	5-8	9-13	14-18	19-23	24
7	Gardener 1	Annual	29,323.26	30,498.50	31,844.40	33,366.40	35,092.10	37,060.03	39,305.91	41,271.07	43,307.74	45,487.62
		Monthly	2,443.61	2,541.54	2,653.70	2,780.53	2,924.34	3,088.34	3,275.49	3,439.26	3,608.98	3,790.64
		Hourly	14.09772	14.66274	15.30981	16.04154	16.87120	17.81732	18.89707	19.84186	20.82103	21.86905
8	Gardener 2	Annual	36,806.83	38,158.18	39,707.74	41,502.26	43,505.95	45,784.88	48,374.83	50,656.51	53,042.77	55,566.64
		Monthly	3,067.24	3,179.85	3,308.98	3,458.52	3,625.50	3,815.41	4,031.24	4,221.38	4,420.23	4,630.55
		Hourly	17.69559	18.34528	19.09026	19.95301	20.91632	22.01196	23.25713	24.35409	25.50133	26.71473
9	Groundskeeper	Annual	38,843.52	40,293.97	41,917.87	43,814.22	45,958.31	48,374.83	51,105.10	53,518.90	56,075.76	58,740.03
		Monthly	3,236.96	3,357.83	3,493.16	3,651.19	3,829.86	4,031.24	4,258.76	4,459.91	4,672.98	4,895.00
		Hourly	18.67477	19.37210	20.15282	21.06453	22.09534	23.25713	24.56976	25.73024	26.95950	28.24040
10	Foreman, Grounds	Annual	43,175.70	44,799.60	46,616.11	48,746.44	51,143.64	53,849.16	56,907.01	59,615.30	62,474.98	65,455.67
		Monthly	3,597.98	3,733.30	3,884.68	4,062.20	4,261.97	4,487.43	4,742.25	4,967.94	5,206.25	5,454.64
		Hourly	20.75755	21.53827	22.41159	23.43579	24.58829	25.88902	27.35914	28.66120	30.03605	31.46907

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, 2016

SPOKANE SCHOOL DISTRICT NO. 81 CUSTODIANS SALARY SCHEDULE CU, 2016-17

LEVEL		STEP	EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
			0	1	2	3	4	5-8	9-13	14-18	19-23	24
1	Sweeper	Annual	28,010.38	29,122.35	30,429.69	31,880.16	33,539.79	35,405.82	37,541.67	39,407.74	41,372.93	43,445.38
		Monthly	2,334.20	2,426.86	2,535.81	2,656.68	2,794.98	2,950.49	3,128.47	3,283.98	3,447.74	3,620.45
		Hourly	13.46653	14.00113	14.62966	15.32700	16.12490	17.02203	18.04888	18.94603	19.89083	20.88720
2	Licensed Assistant	Annual	29,323.26	30,498.50	31,844.40	33,366.40	35,092.10	37,060.03	39,305.91	41,271.07	43,307.74	45,487.62
		Monthly	2,443.61	2,541.54	2,653.70	2,780.53	2,924.34	3,088.34	3,275.49	3,439.26	3,608.98	3,790.64
		Hourly	14.09772	14.66274	15.30981	16.04154	16.87120	17.81732	18.89707	19.84186	20.82103	21.86905
3	Head Custodian Plant, Head Custodian - Plant, Night Foreman - M. S., Admin	Annual	31,291.12	32,537.94	33,985.72	35,612.28	37,475.63	39,548.08	41,928.85	44,037.18	46,211.48	48,528.96
		Monthly	2,607.59	2,711.50	2,832.14	2,967.69	3,122.97	3,295.67	3,494.07	3,669.77	3,850.96	4,044.08
		Hourly	15.04381	15.64324	16.33929	17.12129	18.01713	19.01350	20.15810	21.17172	22.21706	23.33123
4	Head Custodian- Elem & Bancroft, Albi, Night Foreman - H. S., Itinerant Custodian, Admin Bldg Custodian	Annual	34,054.49	35,405.82	36,955.42	38,749.94	40,753.65	43,032.56	45,622.53	47,904.17	50,290.45	52,814.28
		Monthly	2,837.87	2,950.49	3,079.62	3,229.16	3,366.14	3,566.05	3,801.88	3,992.01	4,190.87	4,401.19
		Hourly	16.37235	17.02203	17.76703	18.62978	19.59310	20.68873	21.93391	23.03085	24.17810	25.39148
5	Head Custodian - M. S., Skills Center & Havermale	Annual	36,091.20	37,541.67	39,165.57	41,061.88	43,205.95	45,622.53	48,352.78	50,766.58	53,323.48	55,987.73
		Monthly	3,007.60	3,128.47	3,263.80	3,421.82	3,600.50	3,801.88	4,029.40	4,230.55	4,443.62	4,665.64
		Hourly	17.35154	18.04888	18.82960	19.74129	20.77209	21.93391	23.24653	24.40701	25.63629	26.91718
6	Head Custodian, H. S.	Annual	37,884.80	39,165.57	40,891.26	42,881.92	45,105.09	47,628.92	50,496.83	53,012.46	55,838.21	58,437.31
		Monthly	3,140.40	3,263.80	3,407.61	3,571.83	3,758.76	3,969.08	4,208.07	4,417.71	4,636.52	4,869.78
		Hourly	18.11769	18.82960	19.65926	20.60669	21.68514	22.89852	24.27732	25.48676	26.74914	28.09486

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, 2016

SPOKANE SCHOOL DISTRICT NO. 81 WAREHOUSE EMPLOYEES SALARY SCHEDULE CU, 2016-17

LEVEL	STEP	EXPERIENCE INCREMENTS				LONGEVITY INCREMENTS			
		0	1	2	3-8	9-13	14-18	19-23	24
Warehouse Clerk 60	Annual	42,487.95	44,380.75	46,257.12	48,525.24	50,949.41	53,494.13	56,170.38	58,975.34
	Monthly	3,540.66	3,698.40	3,854.76	4,043.77	4,245.78	4,457.84	4,680.87	4,914.61
	Hourly	20.42690	21.33690	22.23900	23.32944	24.49491	25.71833	27.00499	28.35353
Clerk/Relief Driver 61	Annual	42,926.27	44,816.30	46,698.18	48,963.49	51,406.85	53,978.97	56,671.62	59,512.19
	Monthly	3,577.19	3,734.69	3,891.52	4,080.29	4,283.90	4,498.25	4,722.64	4,959.35
	Hourly	20.63763	21.54630	22.45105	23.54014	24.71483	25.95143	27.24597	28.61163
Delivery Driver 62	Annual	43,624.76	45,509.34	47,396.65	49,462.05	51,941.01	54,535.02	57,260.53	60,125.81
	Monthly	3,635.40	3,792.45	3,949.72	4,121.84	4,328.42	4,544.59	4,771.71	5,010.48
	Hourly	20.97344	21.87949	22.78685	23.77983	24.97164	26.21876	27.52910	28.90664

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.

On call substitutes will be paid at the Level 1 Sweeper rate of Pay – Step 0.

Gardener 1 is for employees who are routinely laid off and recalled.

Gardener 2 is for continuing employees who do not spray.

Groundskeeper is for continuing employees who are sprayers.

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

ADDENDUM B – FAMILY AND MEDICAL LEAVE

A. Family and Medical leave

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

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

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

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

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

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

10. The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:

- a. take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
- b. be transferred to an alternative position.

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

ADDENDUM C - 1 – SCHOOL CALENDAR 2016-2017

August

MON	TUE	WED	THUR	FRI
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

August 24-25 Teacher Work Days / Prof. Learning Imp. Days
 August 30 First Day of School
 September 5 Labor Day - No School
 September 30 Prof. Peer Learning / Early Release Day
 October 14 Prof. Learning Imp. Day / Non Student Day
 October 28 Prof. Peer Learning / Early Release Day
 November 11 Veterans' Day - No School
 November 18 Prof. Peer Learning / Early Release Day
 November 23-25 Thanksgiving Holiday
 December 2 Prof. Peer Learning / Early Release Day
 December 12-16 Elementary Conferences
 December 19 - January 2 Winter Break
 January 3 School Resumes
 January 13 Prof. Peer Learning / Early Release Day
 January 16 Martin Luther King Day - No School
 January 27 Prof. Learning Imp. Day / Non Student Day
 January 30 Non Student Day / Weather Makeup Day #2
 January 31 Second Semester Starts
 February 10 Prof. Peer Learning / Early Release Day
 February 13-16 Secondary Conferences
 February 17 No School / Weather Makeup Day #1
 February 20 Presidents Day - No School
 February 24 Prof. Peer Learning / Early Release Day
 March 10 Prof. Peer Learning / Early Release Day
 March 24 Prof. Peer Learning / Early Release Day
 March 27-31 Elementary Conferences
 April 3-7 Spring Break
 April 14 Prof. Peer Learning / Early Release Day
 April 28 Prof. Peer Learning / Early Release Day
 May 19 Prof. Peer Learning / Early Release Day
 May 29 Memorial Day - No School
 June 15 Last Day of School (Half School Day)
 June 16 Weather Makeup Day #3

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

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ♦ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Weather Makeup Days:
 #1 February 17 #2 January 30
 #3 June 16



Spokane Public Schools
excellence for everyone

2016-2017 Calendar



ADDENDUM C - 2 – SCHOOL CALENDAR 2017-2018

August

MON	TUE	WED	THUR	FRI
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
♦28	♦29	♦30	(31)	

September

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	▲15
18	19	20	21	22
25	26	27	28	▲29

October

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			

November

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	

December

MON	TUE	WED	THUR	FRI
				▲1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January

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		

Significant Dates

August 28-30 Teacher Work Days / Prof. Learning Imp. Days
 August 31 First Day of School
 September 4 Labor Day - No School
 September 15 Prof. Peer Learning / Early Release Day
 September 29 Prof. Peer Learning / Early Release Day
 October 6 Prof. Learning Imp. Days / Non Student Day
 October 20 Prof. Peer Learning / Early Release Day
 November 10 Veterans' Day - No School
 November 17 Prof. Peer Learning / Early Release Day
 November 23-24 Thanksgiving Holiday
 December 1 Prof. Peer Learning / Early Release Day
 December 18-22 Elementary Conferences
 December 25 - January 5 Winter Break
 January 8 School Resumes
 January 12 Prof. Peer Learning / Early Release Day
 January 15 Martin Luther King Day - No School
 January 26 Prof. Learning Imp. Day / Non Student Day
 January 29 Non Student Day / Weather Makeup Day #2
 January 30 Second Semester Starts
 February 2 Prof. Peer Learning / Early Release Day
 February 13-16 Secondary Conferences
 February 19 Presidents Day - No School
 February 23 Prof. Peer Learning / Early Release Day
 March 2 Prof. Peer Learning / Early Release Day
 March 12 Non Student Day / Weather Makeup Day #1
 March 16 Prof. Peer Learning / Early Release Day
 March 26-30 Elementary Conferences
 April 2-6 Spring Break
 April 13 Prof. Peer Learning / Early Release Day
 April 27 Prof. Peer Learning / Early Release Day
 May 28 Memorial Day - No School
 June 14 Last Day of School (Half School Day)
 June 15 Weather Makeup Day #3

February

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		

March

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

April

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				

May

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	31	

June

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	(14)	★15
18	19	20	21	22
25	26	27	28	29



Spokane Public Schools
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LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ♦ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Weather Makeup Days:
 #1 March 12 #2 January 29
 #3 June 15



2017-2018 Calendar

ADDENDUM C - 3 – SCHOOL CALENDAR 2018-2019

August

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

September

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

October

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		

November

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

December

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				

January

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	31	

Significant Dates

August 27-29 Teacher Work Days / Prof. Learning Imp. Days
 August 30 First Day of School
 September 3 Labor Day - No School
 September 14 Prof. Peer Learning / Early Release Day
 September 28 Prof. Peer Learning / Early Release Day
 October 12 Prof. Learning Imp. Day / Non Student Day
 October 26 Prof. Peer Learning / Early Release Day
 November 9 Prof. Peer Learning / Early Release Day
 November 12 Veterans' Day - No School
 November 22-23 Thanksgiving Holiday
 December 7 Prof. Peer Learning/Early Release Day
 December 17-21 Elementary Conferences
 December 24 - January 4 Winter Break
 January 7 School Resumes
 January 18 Prof. Peer Learning / Early Release Day
 January 21 Martin Luther King Day - No School
 January 25 Prof. Learning Imp. Day / Non Student Day
 January 28 Non Student Day / Weather Makeup Day #2
 January 29 Second Semester Starts
 February 8 Prof. Peer Learning / Early Release Day
 February 12-15 Secondary Conferences
 February 18 Presidents Day - No School
 February 22 Prof. Peer Learning / Early Release Day
 March 1 Prof. Peer Learning / Early Release Day
 March 11 Non Student Day / Weather Makeup Day #1
 March 15 Prof. Peer Learning / Early Release Day
 March 25-29 Elementary Conferences
 April 1-5 Spring Break
 April 12 Prof. Peer Learning / Early Release Day
 April 26 Prof. Peer Learning / Early Release Day
 May 27 Memorial Day - No School
 June 13 Last Day of School (Half School Day)
 June 14 Weather Makeup Day #3

February

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	▲8
11	12	13	14	15
18	19	20	21	▲22
25	26	27	28	

March

MON	TUE	WED	THUR	FRI
				▲1
4	5	6	7	8
★11	12	13	14	▲15
18	19	20	21	22
25	26	27	28	29

April

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			

May

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

June

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

LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ♦ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Weather Makeup Days:
 #1 March 11 #2 January 28
 #3 June 14



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2018-2019 Calendar



ADDENDUM D – PRESCRIBED CONSEQUENCES FOR STUDENT BEHAVIOR

Exceptional Misconduct

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

Student Serious Behavior Discipline

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

ADDENDUM E – BENEFITS MEMORANDUM OF UNDERSTANDING

Between
Spokane Public Schools
And
The Spokane Education Association
Representing
Certificated, Educational Support Specialists, Custodian/Grounds/Warehouse,
Secretarial/Clerical, Nutrition Services, Unified Trades

For Plan year 2017, the following medical plans shall be offered to employees as a “Schedule of Benefits”:

Group Health PPO 1
Group Health HMO 1
Group Health PPO 2
Group Health HMO 2
Group Health HMO 4
WEA Plan 5
High Deductible Plan
WEA EasyChoice A and B

For Plan year 2017, the following dental plans shall be offered to employees as a “Schedule of Benefits”:

Delta Dental of Washington
Willamette Dental
DeltaCare Managed Dental

For Plan year 2017, the following vision plan shall be offered to employees of the **Certificated, Educational Support Specialists, and Secretarial/Clerical** units:

Met Life VSP Vision Plan

Effective September 1, 2016, the District will provide \$25 per month to a VEBA account (a tax-free health reimbursement account) for each benefit eligible bargaining unit employee. The District will provide a \$25 per month salary stipend to each non-benefit eligible bargaining unit employee.

The EBCC shall make recommendations to the bargaining teams regarding the “Schedule of Benefits” for the additional years of this agreement. Annually, during the life of this agreement, either party may choose to enter into negotiations to alter the “Schedule of Benefits”. If after negotiations, the parties agree to changes, this MOU will become null and void and a new MOU will be drafted reflecting the changes.

FOR THE ASSOCIATION:

TRACY CHAFFET
Name

[Signature]
Signature

9/13/16
Date

FOR THE DISTRICT:

Tennile Jeffries-Simmons
Name

[Signature]
Signature

9/2/16
Date

ADDENDUM F – 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 the Request: _____
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW,
Express, 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, 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 Representative Date

Building Principal Date

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