

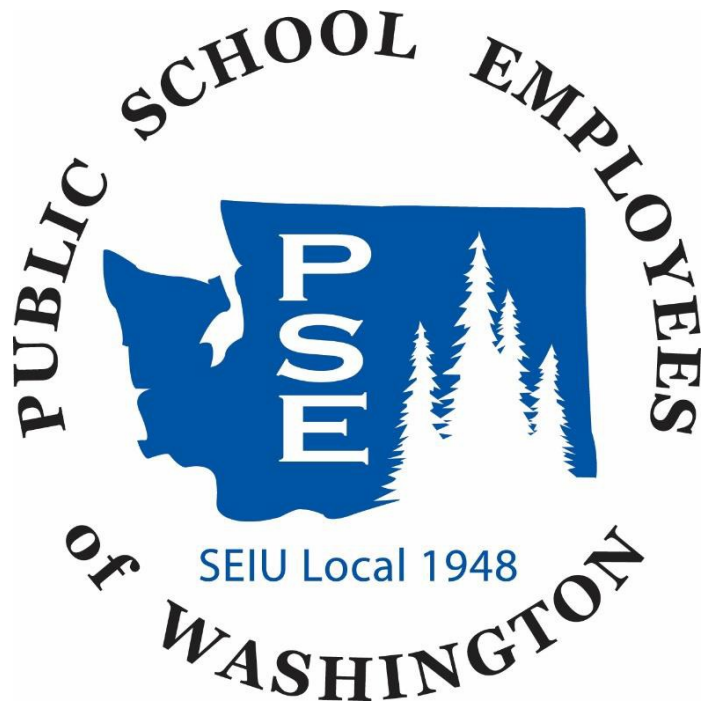
COLLECTIVE BARGAINING AGREEMENT BETWEEN

PENINSULA SCHOOL DISTRICT #401

AND

PUBLIC SCHOOL EMPLOYEES OF PENINSULA CUSTODIAL UNIT #621

SEPTEMBER 1, 2021 - AUGUST 31, 2024



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

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1  
2  
3 **DECLARATION OF PRINCIPLES**

- 4 1. Participation of employees in the formulation and implementation of personnel policies affecting them  
5 contributes to effective conduct of school business.  
6  
7 2. The efficient administration of the system of public instruction and wellbeing of employees requires that orderly  
8 and constructive relationships be maintained between the parties hereto.  
9  
10 3. Subject to law and the paramount consideration of service to the public, employee-management relations should  
11 be improved by providing employees an opportunity for greater participation in the formulation and  
12 implementation of policies and procedures affecting the conditions of their employment.  
13  
14 4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of  
15 the parties hereto.  
16  
17 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District  
18 and the well-being of employees within the spirit of the Public Employee's Collective Bargaining Act, to establish  
19 a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable  
20 discussion and adjustment of matters of mutual interest in District Number 401.  
21  
22

23 **P R E A M B L E**

24  
25 This Agreement is made and entered into between Peninsula School District Number 401 (hereinafter "District")  
26 and Public School Employees of Peninsula, Custodial Unit, an affiliate of Public School Employees of Washington  
27 (hereinafter "Association").  
28

29 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated  
30 pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:  
31  
32  
33

34 **A R T I C L E I**

35 **RECOGNITION AND COVERAGE OF AGREEMENT**

36  
37  
38 **Section 1.1.**

39 The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining  
40 unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all  
41 such employees.  
42

43 **Section 1.2.**

44 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy,  
45 administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or  
46 Superintendent of the District pursuant to RCW 41.56.030 (2).  
47

48 **Section 1.3. Membership in Unit.**

49 The bargaining unit to which this Agreement is applicable is as follows: All non-supervisory full-time or regular  
50 part-time classified employees performing work in the Custodial and Security classifications.  
51



1           **Section 1.3.1.**

2           Substitutes who work greater than thirty (30) cumulative days in a given year shall be paid according to  
3           Schedule A. Rights of said substitutes identified shall be limited exclusively to those items in this Article  
4           and Article XIV. Substitute employees who work ninety (90) or more cumulative days in the current or  
5           immediately preceding school year shall receive the senior substitute rate of pay on Schedule A (85% of the  
6           base rate).

7  
8           **Section 1.4. Substitutes and Part-Time Employees.**

9           No student or teacher shall replace any regular employee in any position or newly created position coming under the  
10           classification of this Agreement, provided, however, that the District is not prohibited from utilizing student, staff or  
11           community assistance on short-term projects of benefit to the school or community.

12  
13           **Section 1.5. Job Descriptions.**

14           Job descriptions for employees subject to this Agreement are available upon request. The District reserves the right  
15           to modify job descriptions during the term of this Agreement and the Union may request to negotiate the impact of  
16           those changes, pursuant to RCW 41.56.

17  
18           **Section 1.6. Twelve-Month Employees.**

19           Employees who are asked to report for at least two hundred twenty-eight (228) regular work days (not call-backs) in  
20           a particular fiscal year shall be considered twelve (12) month employees for the purpose of holidays and vacation in  
21           Article VIII for the particular year in which they are asked to work such days. The District shall continue its practice  
22           of providing an opportunity each year for part-time custodians to sign-up for additional work days that may be  
23           offered for special projects.

24  
25  
26  
27   **ARTICLE II**

28   **RIGHTS OF THE DISTRICT**

29  
30  
31           **Section 2.1.**

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

39  
40           **Section 2.2.**

41           The management of the District and the direction of the work force is vested exclusively with the District subject to  
42           the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement  
43           shall be administered for its duration by the District in accordance with such policies and procedures as it from time  
44           to time may determine. The Board's exercise of this right shall not be a bar and may be challenged in accordance  
45           with the Grievance Procedures of this Agreement.

46  
47           **Section 2.3. Subcontracting.**

48           If the District decides to subcontract bargaining unit work outside of areas of current practice (e.g., Sections 1.4 and  
49           10.7.2) during the term of this Agreement, the District will negotiate the impact of that decision with the  
50           Association and conform to the feasibility study limits provided by law.



1  
2  
3 **ARTICLE III**

4 **RIGHTS OF EMPLOYEES**

5  
6  
7 **Section 3.1.**

8 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the  
9 right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such  
10 employees to assist the Association shall be recognized as extending to participation in the management of the  
11 Association. The District and/or Association shall take whatever action required or refrain from such action in order  
12 to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District and/or  
13 Association to encourage or discourage membership in any employee organization.

14  
15 **Section 3.2.**

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

18  
19 **Section 3.3.**

20 Employees of the units subject to this Agreement have the right to have Association representatives or other persons  
21 present at discussions between themselves and supervisors or other representatives of the District as hereinafter  
22 provided.

23  
24 **Section 3.4. Unlawful Discrimination.**

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

29  
30 **Section 3.5. Delegation of Rights.**

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

33  
34 **Section 3.6. Personnel Files.**

35 There shall be only one (1) official personnel file maintained in the Personnel Office for each employee. This shall  
36 not prevent a supervisor from maintaining a working file. At the end of August of each year, all materials in a  
37 supervisor's working file shall be destroyed or maintained in the personnel records at the District office. An  
38 employee shall have the right, upon reasonable notice, to inspect the contents of his/her personnel file or  
39 supervisor's working files. Inspection shall be in the presence of a District representative. File materials may be  
40 reproduced for the employee as promptly as is feasible upon request. An Association representative may, at the  
41 employee's request, be present during the review of said employee's file.

42  
43 **Section 3.6.1.**

44 Any material/information which may be used to discipline an employee must be disclosed to the employee  
45 as soon as reasonable after the District became aware of the alleged violation. No materials derogatory of  
46 the employee's conduct, service, character or personality shall be placed in the personnel file unless the  
47 employee has had the opportunity to read and respond to them. The employee shall acknowledge having  
48 read such material by affixing his/her signature to the copy to be filed. The employee shall have the right to  
49 his/her own version of the incident or statement and have his/her statement attached to the original  
50 document(s). Personnel and working files shall be stored in a secured area not generally available to  
51 students, employees or other members of the community.

1  
2 **Section 3.6.2.**

3 Medical information will be kept separate from an employee's personnel file, as required by the Americans  
4 with Disabilities Act.  
5

6 **Section 3.7.**

7 Video cameras are a tool to assist in providing a safe and secure educational environment for students and staff.  
8 Video tape may be used like any other evidence in cases involving safety concerns or employee discipline, but shall  
9 not be used to monitor employee performance without prior notice to the employee. Only necessary and appropriate  
10 staff will have access to video tapes; and it shall be used for legitimate District purposes such as those listed above.  
11 No custodians shall access or view video recordings without prior approval of a District administrator.  
12  
13  
14

15 **ARTICLE IV**

16 **RIGHTS OF THE ASSOCIATION**

17  
18  
19 **Section 4.1.**

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

26 **Section 4.2.**

27 The names of employees subject to this Agreement will be provided on request to the President of the Association.  
28 The hiring agent, as part of the general orientation of each new employee within the unit subject to this Agreement,  
29 shall provide such employee with a copy of this Agreement to be furnished to the District by the Association.  
30

31 **Section 4.3.**

32 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials  
33 of the Public School Employees of Washington State Organization.  
34

35 **Section 4.4.**

36 The President of the Association or his/her designated representatives will be provided time off without loss of pay  
37 to a maximum of seven (7) days per year to attend school board, regional or state meetings when the purpose of  
38 those meetings is in the best interests of the District as determined by the District administration. The Association  
39 shall reimburse the District for the cost of required substitutes.  
40

41 **Section 4.5.**

42 Upon request and at a time mutually agreed upon by the parties, the District shall provide the Public School  
43 Employees of Washington with information regarding each employee in the bargaining unit.  
44

45 **Section 4.6. Bulletin Boards.**

46 The District shall provide bulletin board space for the use of the Association. The bulletins posted by the  
47 Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association  
48 official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other  
49 distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any  
50 kind, or literature on District property, other than herein provided.  
51



1               **Section 4.6.1.**  
2               The responsibility of the prompt removal of notices from the bulletin board after they have served their  
3               purpose shall rest with the individual who posted such notices.  
4

5               **Section 4.7.**  
6               The Association shall be notified by the District of any grievances or disciplinary actions of any employee in the  
7               unit. The Association is entitled to have an observer at hearings conducted by any District official or body arising  
8               out of grievance and to make known the Association's views concerning the case.  
9

## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

16              **Section 5.1.**  
17              It is agreed and understood that matters appropriate for consultation and negotiation between the District and the  
18              Association are grievance procedures and collective negotiations on personnel matters, including wages, hours and  
19              working conditions.  
20  
21

## ARTICLE VI

### ASSOCIATION REPRESENTATION

27              **Section 6.1. Conference Committee.**  
28              The Association will designate a Conference Committee of three (3) members to meet with the Superintendent of  
29              the District and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate  
30              matters, including such issues as the safety of working conditions and the work place.  
31

32              **Section 6.2. Time for Meetings.**  
33              The District will allow sufficient time during working hours for Association representatives to prepare an agenda for  
34              meetings scheduled with the Superintendent in accordance with Section 6.1. The District will provide suitable  
35              space to conduct such meetings.  
36

37              **Section 6.3. Representation of Employees.**  
38              The Association representatives pursuant to Section 6.1 shall represent the Association and employees in meeting  
39              with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to  
40              conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures  
41              outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They  
42              may not, however, continue to advise the employee on courses of action after the employee has indicated that he/she  
43              does not desire to pursue the matter to conclusion. They may consult with the District on complaints without a  
44              grievance being made by an individual employee.  
45

46              **Section 6.4. Meetings During Work Day.**  
47              Time during working hours will be allowed Association representatives for attendance at meetings with the District.  
48              Time may also be allowed for representatives to discuss with the employees grievances and appropriate matters  
49              directly related to work situations in their area or craft. Association representatives will guard against the use of  
50              excess time in the handling of such matters.  
51

1 **Section 6.5. Association Meetings.**

2 Employees will be released for Association meetings for up to two (2) hours per meeting upon notice provided no  
3 less than five (5) working days in advance, provided such release will not interfere with completion of normal work  
4 duties, and provided such time will be made up in the same shift. The District may deny permission for this release  
5 if such meeting is held on a Friday, or in the case of building emergencies requiring the presence of the employee at  
6 the work site. In the year that the collective bargaining agreement will be open for negotiations, the Association will  
7 be allowed up to thirty (30) hours of release time to use for negotiation preparations. The Association will reimburse  
8 the cost to the District of any necessary substitutes.  
9  
10  
11

12 **ARTICLE VII**

13 **HOURS OF WORK AND WORKING CONDITIONS**

14  
15  
16 **Section 7.1. Workweek.**

17 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive  
18 days of rest, Saturday and Sunday, except that secondary schools may be any five (5) regularly scheduled  
19 consecutive days of work followed by two (2) consecutive days of rest.  
20

21 **Section 7.2. Shift Assignment.**

22 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without  
23 prior notice to the employee of two (2) calendar weeks, except in an emergency situation where reasonable prior  
24 notice will be attempted.  
25

26 **Section 7.3. Night Shift.**

27 Hours worked between 6:00 p.m. and 6:00 a.m. shall be paid eight percent (8%) per hour above scale.  
28

29 **Section 7.3.1. Normal Work Shift.**

30 A normal shift shall consist of eight and one-half (8½) hours including a thirty (30) minute uninterrupted  
31 lunch period as near the middle of the shift as is practicable and also including an appropriate first half and  
32 appropriate second half rest period both of which rest periods shall occur as near the middle of the half shift  
33 as is practicable.  
34

35 **Section 7.4.**

36 In the event an employee is assigned to a shift less than the normal work shift previously defined in the Article, the  
37 employee shall be given a fifteen (15) minute rest period for each two (2) hours of work.  
38

39 **Section 7.5. Lunch Period.**

40 Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by  
41 the employee and supervisor. In the event the District requires an employee to forego a lunch period and the  
42 employee works the entire shift, including lunch period, the employee shall be compensated for the foregone lunch  
43 period at overtime rates.  
44

45 **Section 7.6. Work Performed in Higher Classification.**

46 Employees who are specifically asked by their administrative supervisor to work a shift and perform the  
47 responsibilities and functions regularly assumed by an employee in a higher classification shall receive  
48 compensation equal to that of the higher classification as reflected on Schedule A. Employees shall be offered the  
49 opportunity to fill in for a higher paid or more hour position on a seniority basis within their assigned building or  
50 special crew; provided, however, a high school Night Foremen, regardless of seniority, shall first be offered the  
51 opportunity to substitute for the Building Head Custodian. If no employee in the building accepts the assignment,





1 the District will first attempt to fill the absence from a list of volunteers. A list of qualified District-wide employees  
2 interested in working for a head custodian shall be maintained. Assignment from the list shall be based on seniority  
3 and those employees who have not already begun a shift when the absence becomes known. The District shall work  
4 to prevent the reassignment of employees on the list to non-head custodial jobs as a result of otherwise available  
5 substitutes being assigned a Head Custodial position. Employees filling a head custodian position shall remain  
6 assigned to that head custodian position until the head custodian returns, notwithstanding Section 10.7.3. If no  
7 eligible employee is found, then the District may assign a substitute employee to fill in for the position.

8  
9 **Section 7.6.1. Supervision of Students.**

10 Custodial employees shall not be required to supervise students without appropriate support or training.

11  
12 **Section 7.7. Work During School Closure.**

13 Year-round employees in the bargaining unit are expected to report to work during school closures which  
14 result from inclement weather, plant inoperation, or the like. In the alternative, employees may use any  
15 available leave for such weather-related full or partial day absences or, with supervisor approval, may flex hours  
16 on that day.

17  
18 Employees who work less than year-round are not expected to report to work during such school closures and their  
19 work year shall be modified in a manner consistent with the student calendar. Less than year-round employees  
20 reporting to work on the day that schools are closed resulting from inclement weather, shall receive a minimum of  
21 one (1) hour's pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to  
22 any such compensation in the event of actual notification through the appropriate media by the District, or by  
23 School Messenger, of the closure prior to leaving home for work.

24  
25 **Section 7.8. Overtime.**

26 Overtime assignments shall be first offered to employees, in the affected building on a seniority basis. If no one in  
27 the building volunteers for the overtime and the need for work is known greater than forty-eight (48) hours in  
28 advance, it shall be offered on a District-wide seniority basis via email notification. If the need for the work is  
29 known less than forty-eight (48) hours in advance, it shall be offered via telephone on a seniority basis to those  
30 employees signing up on an "48-hour" overtime list. If no employee volunteers to work overtime hours, the  
31 supervisor may offer the overtime work to a substitute employee, and if no substitute is available, then the  
32 supervisor shall recall the employees on the "48-hour" overtime list. If no employee volunteers at this time,  
33 assignment will be at the supervisor's discretion.

34  
35 **Section 7.8.1. Assignment of Overtime.**

36 In the assignment of overtime, the District agrees to provide the employees with as much notice as  
37 practicable in the circumstances, but no less than twenty-four (24) hours notice, unless reasonably  
38 unforeseen circumstances arise.

39  
40 **Section 7.8.2. Compensation Rate.**

41 All hours worked in excess of eight (8) hours in one day or forty (40) hours in one week shall be  
42 compensated at the rate of one and one-half (1 ½) times the employee's base pay. Holidays, as defined in  
43 Section 8.1, are to be included as hours worked for the purpose of counting weekly hours, except holidays  
44 shall not be counted as hours worked in determination of overtime related to training days.

45  
46 **Section 7.8.3. Pay for Seventh Consecutive Day.**

47 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of one and one-half  
48 (1½) times the employee's base pay.

1 **Section 7.8.4. Call Back Provisions.**

2 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive  
3 workday, shall receive no less than two (2) hours pay at the appropriate rate. Employees shall not be  
4 required to modify their off-duty activities to remain available for alarm phone calls.  
5  
6  
7

8 **ARTICLE VIII**

9 **HOLIDAYS AND VACATIONS**

10  
11  
12 **Section 8.1. Holidays.**

13 All employees shall receive the following paid holidays:

- |    |                                |    |   |    |    |    |    |
|----|--------------------------------|----|---|----|----|----|----|
| 14 | 15                             | 16 | 17                                      | 18 | 19 | 20 | 21 |
|    | 1. New Year's Day              |    | 7. Veterans' Day                        |    |    |    |    |
|    | 2. Martin Luther King, Jr. Day |    | 8. Thanksgiving Day                     |    |    |    |    |
|    | 3. Presidents' Day             |    | 9. Day after Thanksgiving               |    |    |    |    |
|    | 4. Memorial Day                |    | 10. Day before or after Christmas*      |    |    |    |    |
|    | 5. Independence Day*           |    | 11. Christmas Day                       |    |    |    |    |
|    | 6. Labor Day                   |    | 12. Day before or after New Year's Day* |    |    |    |    |

22 \*Less than twelve (12) month employees qualify for these holidays if working the business day before or after the  
23 holiday.  
24

25 **Section 8.1.1. Holidays.**

26 Any holidays proclaimed by the federal or state government, including any of the present holidays that may  
27 be granted on the Monday following the holiday and proclaimed to be a school holiday by the  
28 Superintendent of Public Instruction, shall be considered a paid holiday.  
29

30 **Section 8.1.2. Unworked Holidays.**

31 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time  
32 the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his/her  
33 last scheduled shift preceding the holiday or his/her last scheduled shift succeeding the holiday and is not on  
34 leave of absence shall be eligible for pay for such unworked holiday. An exception to this requirement will  
35 occur if the employee can furnish proof satisfactory to the District that because of illness he/she was unable  
36 to work on either of such shifts, and his/her absence previous to such holiday by reason of such illness has  
37 not been longer than thirty (30) regular workdays.  
38

39 **Section 8.1.3. Worked Holidays.**

40 Employees who are required to work on the above described holidays shall receive the pay due them for the  
41 holiday, plus time and one-half their base rate for all hours worked on such holidays, unless the employee  
42 starts to work at 6:00 p.m. or thereafter on that date.  
43

44 **Section 8.1.4. Holidays During Vacation.**

45 If a holiday should fall within the vacation time, that day shall not apply against vacation allowance.  
46 Vacation time may be taken during any time of the year. However, in order to assure that the operation of  
47 the District is not disrupted, vacation must be worked out by mutual agreement of the District and the  
48 employee.  
49

50 **Section 8.2. Vacations.**

51 The vacation credit to which twelve (12) month employees shall be entitled shall be computed in accordance with  
Collective Bargaining Agreement (2021-2024)  
Peninsula Custodial Chapter #  
and Peninsula School District #



1 the following: An employee with one (1) year of service shall earn twelve (12) days paid vacation credit. An  
2 employee shall earn one (1) additional day of vacation credit for each year of service after the first (1<sup>st</sup>) year up to  
3 twenty (20) days. For every regular workday from which an employee is absent on vacation, sick leave,  
4 bereavement leave or emergency leave, the hours of the employee's normal work shift shall be credited as if worked.

5  
6 Eligibility for use of vacation credit shall be determined as follows: a twelve (12) month employee becomes eligible  
7 to use his/her vacation credit after reaching his/her first anniversary date. Time on layoff and time on authorized  
8 leave of absence will be counted as continuous service for the purpose of establishing and retaining anniversary  
9 dates.

10  
11 Less than full-time employees who work at least one hundred eighty (180) days per year shall be credited with a full  
12 year of service toward vacation pay if they become full-time employees.

13  
14 **Section 8.2.1. Vacation Call Back.**

15 Employees called back from vacation shall be compensated at one and one-half (1½) times their regular rate  
16 for all hours worked.

17  
18 **Section 8.2.2. Accrued Vacation Paid at Termination.**

19 Employees who terminate employment shall receive payment for unused accrued vacation credit with their  
20 final paycheck.

21  
22 **Section 8.2.3. Accrual Maximum.**

23 Vacation may be accumulated up to thirty (30) days. An employee may carry over no more than thirty (30)  
24 days from one year to the next.

25  
26 **Section 8.2.4. Vacation Request Procedures.**

27 Employees must submit a written request in advance of the intended use of vacation time. Such request  
28 must be received at least twenty (20) days in advance if more than five (5) days are intended to be used; if  
29 five (5) days or less are intended to be used, such request must be received at least five (5) days in advance  
30 unless there is an emergency situation. All requests will be submitted to the immediate supervisor except in  
31 emergency situations when such requests shall be submitted to the Superintendent or designee. In the event  
32 an employee foresees that they will not be able to use sufficient vacation leave that cannot otherwise be  
33 carried over, the employee will request a meeting with their supervisor no later than June 30 to discuss  
34 scheduling of this vacation time. In the event a request is denied by the immediate supervisor, the denial  
35 shall be in writing stating the reason for denial. Such employee may forward the original request and denial  
36 with reasons to the Superintendent or designee for a determination. Denial of vacation requests are not  
37 subject to the grievance procedure.

38  
39 In addition to the notice requirements above, two hundred sixty (260) day custodians, including head  
40 custodians, requests for use of vacation leave during the student summer break shall be submitted between  
41 January 1 and January 15 of each year. Approvals shall be by seniority and only two (2) employees may be  
42 absent on vacation leave at a time at each comprehensive high school.

43  
44 Vacation requests submitted after January 15 shall be granted on a first come, first serve basis following the  
45 process in the preceding paragraph.

46  
47 No more than two (2) head custodians may use vacation leave on a student day. During student days and  
48 summer breaks, no more than one (1) employee at each elementary school, middle school or Henderson Bay  
49 High School, may use vacation leave.

50  
51 During the student summer break, employees working for the District as a two hundred sixty (260) day  
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1 custodian as of August 31, 2018, may request vacations of durations not to exceed four (4) weeks in length  
2 and employees hired into a two hundred sixty (260) day custodian position on or after September 1, 2018,  
3 may request vacations of durations not to exceed two (2) weeks in length. Employees desiring to take a  
4 vacation of a longer duration may make a special request to the Director of Facilities for consideration.  
5

6 **Section 8.2.5.**

7 Employees may not schedule vacation during the period beginning five (5) working days prior to the first  
8 (1<sup>st</sup>) day of school and five (5) working days after the first (1<sup>st</sup>) day of school as well as the period  
9 beginning five (5) working days prior to the last day of school and ending six (6) working days after the last  
10 day of school.  
11  
12

13  
14 **ARTICLE IX**

15  
16 **LEAVES**

17  
18 **Section 9.1. Sick Leave.**

19  
20 **Section 9.1.1. Accrual Procedures.**

21 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,  
22 however, that no employee shall accumulate less than ten (10) days of sick leave per school year, or at least  
23 that portion of ten (10) days which represents that relationship between days worked and the amount of  
24 days normally worked in a full school year. An employee who works eleven (11) working days in any  
25 calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and  
26 may be accumulated. The District shall project the number of annual days of sick leave at the beginning of  
27 the school year according to the estimated calendar months the employee is to work during that year. The  
28 employee shall be entitled to the projected number of days of sick leave at the beginning of the school year.  
29 Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily  
30 work shift; provided, however, that should an employee's normal daily work shift increase or decrease  
31 subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the  
32 employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be  
33 expended on an hourly rather than a daily basis.  
34

35 **Section 9.1.2. Sick Leave Transferable.**

36 Employees who have accrued sick leave while employed by another public school district in the State of  
37 Washington shall be given credit for such accrued sick leave upon employment by the District.  
38

39 **Section 9.1.3. Sick Leave Incentive.**

40 Any employee who uses zero (0) days of sick leave may be entitled to a one (1) time incentive amount of  
41 two hundred dollars (\$200) to be added to their in-service allocation for the following school year. Any  
42 employee who uses one or fewer days of sick leave may be entitled to a one time incentive amount of one  
43 hundred dollars (\$100); and employees using two or fewer days of sick leave may be entitled to a one (1)  
44 time incentive amount of fifty dollars (\$50) to be added to in-service allocations for the following year.  
45 Employees must apply in writing for the incentive and the incentive must be used for job related in-service  
46 training. This section is contingent upon the collection of two (2) levy collections in the same budget year.  
47

48 **Section 9.1.4. Use of Leave.**

49 Sick leave may be used for the following purposes:

- 50 A. Personal illness or injury.  
51 B. Leave for emergencies.

- C. Appointments with medical or dental doctors or other legally recognized practitioners to prevent illness or preserve the health of the employee and which cannot be scheduled outside school hours.
- D. In accordance with RCW 49.12.270, as now or hereafter amended, to care for a child of the employee with a health condition that requires treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the employees who has a serious health condition or an emergency condition.
- E. For therapy appointments related to on the job injury.

**Section 9.2. Attendance Incentive Program.**

The parties mutually agree to enter into an attendance incentive program (sick leave buy back) as outlined by state law.

**Section 9.3. Doctor's Certificate.**

At the discretion of the District, a doctor's certificate may be required for illness of more than five (5) consecutive days or when there is a suspicious pattern of usage or other evidence of abuse.

**Section 9.3.1.**

Each employee shall be granted three (3) personal leave days per year. Personal leave days are not accumulated and may not be used to extend vacations or holiday periods. These days will be charged to sick leave.

**Section 9.4. Family Medical Leave.**

The District will comply with the FMLA pursuant to the school district board policy.

**Section 9.5. Bereavement Leave.**

- A. Up to five (5) days leave for the death of a spouse, domestic partner, mother, father, son, daughter, step-son, step-daughter, mother-in-law, father-in-law, sister, brother, grandparents, a member of the educator's household, or any family member as defined in RCW 49.46.210 shall be granted.
- B. Up to one (1) day maximum leave for funerals of other relatives or close friends shall be granted.
- C. Such leave shall not be accumulated.

If an employee needs more leave than provided in paragraph A or B, the employee shall contact Human Resources who will process the request for approval.

**Section 9.6. Judicial Leave.**

In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant with the school district, he/she shall be granted paid leave for each day he/she is required in court. In the event that the employee is a party (plaintiff or defendant) in court action, a leave of absence shall be granted without pay.

**Section 9.7. Leave of Absence.**

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year. Any employee who has completed the probationary period may request a leave of absence for reasons of personal or family emergency or approved training or education. A leave of absence requested for reasons other than those enumerated in the preceding sentence shall be at the discretion of the District. It is agreed by the parties that a leave of absence is not intended to be taken for the purposes of taking employment outside the District. Request for such leave is to be made in writing. A leave of absence is to be requested and granted only for a specific period of time. All requests will be considered in light of available substitutes and, when granted, will be without compensation.



1 Upon return to work, such employee will be assigned to the position occupied before the leave of absence, or, if the  
2 position is not available in the District, to a position substantially equal.

3  
4 **Section 9.8.**

5 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family  
6 and Medical Leave and Insurance Act. The District shall pay the statutory employer wage premium and the  
7 employee shall pay the statutory individual wage premium to fund this leave.

8  
9 **Section 9.9. Protracted Illness Leave.**

10 Any employee who has completed the probationary period shall be entitled to non-compensated Leave of Absence  
11 in cases of protracted illness or injury as certified by their physician.

12  
13 **Section 9.9.1.**

14 Upon application to the District, such leave shall be granted for the period of actual illness or injury up to  
15 one (1) year. If additional time is necessary, written application must be made to the District and up to one  
16 (1) additional year may be granted at the discretion of the District. An employee who has been on protracted  
17 illness leave for more than six (6) months shall give twenty (20) working days notice in writing of intent to  
18 return to work. An employee who has been off less than six (6) months shall give ten (10) days notice of  
19 intent to return to work. Before the employee may return to work, he/she shall have his/her fitness to return  
20 to work certified in writing by the attending physician. Upon returning, the employee shall be returned to  
21 the position he or she had, unless the position has been abolished, or a general reduction in force has placed  
22 a more senior employee in the position. In those cases, the employee shall be returned to an equivalent a  
23 position as possible without violating the terms of Article X.

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31  
32 **ARTICLE X**

33  
34 **SENIORITY, PROBATION, AND LAYOFF PROCEDURES**

35  
36 **Section 10.1. Seniority Defined.**

37 The seniority date of an employee within the bargaining unit shall be established as of the date on which the  
38 employee began continuous daily employment unless such seniority shall be lost as hereinafter provided. The  
39 seniority date shall be adjusted only for unpaid leaves of absence greater than ten (10) cumulative days. Time spent  
40 as a substitute employee shall not count for the purposes of seniority. Time spent in a probationary status will count  
41 for the purposes of seniority. An employee changing classifications shall retain the seniority held in the prior  
42 classification for one year from the date of hire in the new classification. Employees on leave due to industrial  
43 injury shall not be negatively affected by this Section.

44  
45 **Section 10.2. Application to Unit.**

46 Seniority rights shall be administered on a classification basis. An annually updated seniority list with employee  
47 names, original hire dates, and months of seniority credit will be available, upon request.

48  
49 **Section 10.3. Loss of Seniority Rights.**

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

51 **A. Resignation:**

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- B. Discharge for justifiable cause; or
- C. Retirement.
- D. Change in classification, except as provided in Section 10.1.

**Section 10.4. Seniority Rights.**

The employee with the earliest seniority shall have absolute preferential rights regarding shift selection, vacation periods and special services (including overtime), subject to Section 7.8. The employee with the earliest seniority date shall have preferential rights regarding layoffs when ability and performance are substantially equal to junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization’s grievance committee chairperson that a bypass has occurred. Prior to filing a grievance, the bypassed employee(s) shall request a meeting with the Human Resources administrator to discuss the reasons for the bypass. The Association and/or employee shall set out in writing the reasons why the District’s decision doesn’t meet the standard for bypass set forth above prior to filing a grievance. The parties agree to extend timelines for filing grievances to accommodate this information sharing process.

In the filling of a new or open head custodian, lead custodian position or the ESC custodian position, the District will interview at least the three most senior candidates. Prior to the interview, each of the selected candidates shall, at the District’s discretion, be provided an opportunity to work in the head custodian position in the building for a minimum of two (2) school days when students are present. If the District determines not to offer a trial interview then it will consult with the Union regarding that decision. Performance during this opportunity may be considered during the selection process. Additionally, the District may consider the employee’s work performance, skills and abilities.

In the filling of other custodial positions, the employee with the earliest seniority date who applies for the position will be placed into the vacancy. To be eligible to be placed in a non-lead custodial position, the employee must have no unsatisfactory evaluations within the last five (5) years and have no disciplinary action within the last year. If the District has more than one (1) open position, it may hold a “bidding rodeo” for job selection among interested current employees. Substitute employees will not be eligible to attend the “bidding rodeo”.

**Section 10.4.1. Promotional Movement.**

Non-promotional movement of custodial employees shall be limited to one (1) time per year (September 1 - August 31).

**Section 10.5. Probationary Status Employees.**

Newly hired regular employees shall remain in a probationary status for a period of not more than one hundred twenty (120) working days following the hire date. Should the District hire from the substitute list and that employee has completed sixty (60) working days as a substitute or temporary employee, the probationary period shall last no more than sixty (60) working days. During this probationary period, the District may discharge such employee at its discretion. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement.

**Section 10.6. Trial Period.**

Employees bidding on a promotional (increased compensation) position shall be granted a sixty (60) working day trial period during which the employee may return to the previously held position or the District may return the employee to the previous position.

**Section 10.7. Posting of Open Positions.**

The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the President of the Association and to the Association representative of the classification concerned.



1  
2 **Section 10.7.1. Posting Vacated Position.**

3 All jobs shall be posted within ten (10) working days of being vacated.  
4

5 **Section 10.7.2. Use of Temporary Employees.**

6 Temporary employees may be used in unassigned positions for up to twenty (20) consecutive days in any  
7 school year unless the District notifies the Association that such position would be extended and the  
8 rationale thereof. Any temporary employee that is hired as a regular employee within five (5) working days  
9 of the end of the temporary assignment, shall be assigned their seniority date retroactive to their initial hire  
10 date they become employed as a temporary employee.  
11

12 **Section 10.7.3.**

13 Positions open temporarily due to employee injury or granted leave of absence under Sections 9.8 and 9.9,  
14 reasonably anticipated for a period longer than forty (40) workdays shall be posted on a temporary basis for  
15 regular employees. Employees are eligible to apply if the assignment would result in the employee  
16 receiving additional compensation (excluding overtime opportunities). When moving to a higher  
17 classification, preference will be shown for in-building candidates before Section 10.4 applies. If no  
18 employee, either in the building or in the custodial unit accepts the temporary position, the District will  
19 advertise the position as temporary and may fill it from the outside.  
20

21 **Section 10.7.4.**

22 During the interview process, reasonable efforts will be made to include on the interview team at least one  
23 (1) custodial unit employee.  
24

25 **Section 10.8. Layoff Pool.**

26 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District  
27 according to seniority. Such employees are to have absolute priority in filling an opening for which they are  
28 qualified. Names shall remain on the reemployment list for two (2) years.  
29

30 **Section 10.9. Current Address Required.**

31 Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall  
32 thereafter promptly advise the District in writing of any change of address.  
33

34 **Section 10.10. Forfeiture of Reemployment Rights.**

35 An employee shall forfeit rights to reemployment as provided in Section 10.8 if the employee does not comply with  
36 the requirements of Section 10.9, or if the employee does not respond to the offer of reemployment within ten (10)  
37 days.  
38

39 **Section 10.11. Evaluations.**

40 Each custodial employee shall be evaluated annually by the Supervisor of Facility Services, with input provided by  
41 the Head Custodian and Principal and/or Assistant Principal. Security Specialists shall be evaluated annually by the  
42 building administrator. Such evaluation shall be in writing and discussed with the employee prior to being placed in  
43 the employee's personnel file. The employee will sign the evaluation report to acknowledge receipt. The employee  
44 shall be allowed to make written comments concerning the evaluation report. Deficiencies recorded by the evaluator  
45 in the work performance of an employee shall be stated in specific terms and the evaluator shall provide the  
46 employee with written recommendations for improvement. The employee will sign the evaluation report, but the  
47 employee's signature does not imply that the employee agrees with the contents of the evaluation report. Head  
48 Custodians will be provided an opportunity to provide input regarding the evaluations of non-head custodians.  
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**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1**

**A. Just Cause Provision.** Employees, other than probationary or substitute, shall be disciplined or discharged only for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

**B. Records Access.** The Association recognizes that the Washington Public Records Act may in certain cases force the employer to release disciplinary communications. Prior to release of such records, the Association president and the affected employee shall be given five (5) working days notice.

**Section 11.2. Notice of Termination or Resignation.**

Normal termination or resignation shall require a two (2) week written notice.

**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1. Insurance.**

The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

**Section 12.2. Tort Liability.**

The District shall provide tort liability coverage for all employees subject to this Agreement but limited to public bodily injury and property damage liability coverage as provided in the District's liability insurance policies.

**Section 12.3. Retirement.**

The District shall report on behalf of the employees as required by the appropriate retirement system.

**ARTICLE XIII**

**VOCATIONAL / INSERVICE TRAINING**

**Section 13.1. Budget for Training.**

In the mutual interests of the District and the Association, there may be established a budget which may be used by employees subject to this Agreement for professional development.

**Section 13.2. Approval Process.**

Such funds may be utilized for the following purposes if approved by the supervisor and the designated District administrator with budget authority for these funds.



1  
2 **Section 13.2.1. Items Reimbursed.**

3 Salary and reimbursement for employees subject to this Agreement to attend recognized vocational/in-  
4 service courses.

5  
6 **Section 13.2.2.**

7 Expenses and materials to establish courses of study within the confines of the District which would be of  
8 mutual benefit to the employee and the District.

9  
10 **Section 13.2.3.**

11 Purchase of recognized vocational courses from local, state, or national educational institutes which would  
12 improve the potential of employees subject to this Agreement. Leadership classes offered by the District  
13 shall be available to all employees and offered at various times throughout the year.

14  
15 **Section 13.2.4.**

16 Employees attending required courses at the discretion of the District shall be reimbursed for mileage.

17  
18 **Section 13.3.**

19 Employees will be reimbursed at their regular hourly rate per hour for attending first-aid and recertification courses;  
20 provided, however, the employee must successfully complete the course in order to receive compensation, therefore.

21  
22 **Section 13.4.**

23 Employees shall receive their regular hourly rate for all hours in attendance at required departmental meetings.

24  
25 **Section 13.5. Written Notice Required.**

26 When the District requires, requests, or suggests that a course be taken, such will be done in writing in order to be  
27 official notice to the employee.

28  
29 **Section 13.6.**

30 Beginning in the 2015-2016 school year, the district will set aside five thousand dollars (\$5,000) for the purpose of  
31 implementation and development of a professional development program as determined by the committee, including  
32 the new custodial services supervisor.

33  
34  
35  
36 **ARTICLE XIV**

37  
38 **MAINTENANCE OF MEMBERSHIP AND CHECKOFF**

39  
40 **Section 14.1. Dues Authorization.**

41 PSE will provide a list of those members who have agreed to union membership. In addition, upon request,  
42 the district shall have access to view or obtain a copy of the membership authorization. PSE will be the  
43 custodian of the records related to Union membership/dues deduction authorizations. PSE agrees that, as the  
44 custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records.

45  
46 The Association, which is the legally recognized exclusive bargaining representative of the classified staff as  
47 described in the recognition clause of this agreement, shall have the right to have deducted from the salaries of  
48 members of the Association (upon receipt of authorization), an amount equal to the fees and dues required for  
49 membership in the Association.



1 The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in  
2 writing to PSE by the employee. Upon receiving an authorization form, the employer will start deductions for  
3 the new members for the next available payroll period, according to the usual administrative cycle. The  
4 Association will refund any amount of dues that are paid to it in error.

5  
6 A current seniority list of all employees within the bargaining unit will accompany the first transmittal. Thereafter,  
7 the District will indicate additions and deletions from payroll deduction using forms provided by the Association.  
8

9 **Section 14.2.**

10 Monthly Report to the Association. Accompanying the monthly transmission of dues to PSE, the District will  
11 submit a list of all bargaining unit employees with each employee's name and the amount of dues deducted for  
12 that month.

13  
14 **Section 14.3.**

15 The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability,  
16 including allegations, claims, actions, suits, demands, damages, obligations, losses, settlement, judgments,  
17 costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in  
18 implementation of this section.  
19  
20  
21

22 **ARTICLE XV**

23 **GRIEVANCE PROCEDURE**

24  
25  
26 **Section 15.1.**

27 A grievance is hereby defined as an alleged violation of the terms of this Agreement by the Employer and shall be  
28 resolved in strict compliance with this Article.  
29

30 **Section 15.1.1.**

31 The Association may file grievances related to alleged violations of the Association's organizational rights  
32 under the terms of this Agreement.  
33

34 **Section 15.2. Grievance Steps.**

35  
36 **Section 15.2.1. Step I.**

37 Employees shall first discuss the grievance with their immediate supervisor (either the building  
38 administrator or the administrator responsible for facilities). If employees so wish, they may be  
39 accompanied by an Association representative at such discussion. All grievances not brought to the  
40 immediate supervisor in accordance with the preceding sentence within twenty (20) working days of the  
41 occurrence of the grievance shall be invalid and subject to no further processing. The supervisor has five (5)  
42 working days to respond from the date of receipt of a Step I grievance.  
43

44 **Section 15.2.2. Step II.**

45 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection,  
46 the employee shall, within ten (10) working days of the response at Step One or in any event within twenty  
47 (20) working days of the occurrence, reduce to writing a statement of the grievance containing the  
48 following:

- 49 A. The facts on which the grievance is based;  
50 B. A reference to the provisions in this Agreement which have been allegedly violated; and

1 C. The remedy sought.

2  
3 The employee shall submit the written statement of grievance to the building administrator and the  
4 administrator responsible for facilities for reconsideration and shall submit a copy to the official in the  
5 administration responsible for personnel. The parties will have ten (10) working days from submission of  
6 the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If  
7 an agreeable disposition is made, all parties to the grievance shall sign it.  
8

9 **Section 15.2.3. Step III.**

10 If no settlement has been reached within the ten (10) working days referred to in the preceding subsection,  
11 and the Association believes the grievance to be valid, a written statement of grievance shall be submitted  
12 within ten (10) working days to the District Superintendent or the Superintendent's designee. After such  
13 submission, the parties will have ten (10) working days from submission of written statement of grievance  
14 to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made,  
15 all parties to the grievance shall sign it.

16 **Section 15.2.4. Step IV.**

17 If no settlement has been reached within the ten (10) working days referred to in the preceding subsection,  
18 and the Association believes the grievance to be valid, a demand may be made within twenty (20) working  
19 days for arbitration of the grievance. The Voluntary Labor Arbitration Rules of the American Arbitration  
20 Association may be utilized. The arbitrator's award shall be final and binding upon all parties.  
21

22 **Section 15.2.5.**

23 It is agreed that:

- 24 A. Matters involving employee evaluation are specifically excepted and excluded from being arbitrable  
25 under this Article.  
26 B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.  
27 C. The fees and expenses of the Arbitrator shall be equally shared by the parties.  
28

29 **Section 15.3. Non-Discrimination Clause.**

30 The grievance or arbitration discussions shall take place whenever possible on school time. The employer shall not  
31 discriminate against an individual employee or the Association for taking action under this Article.  
32  
33  
34

35 **ARTICLE XVI**

36 **SALARIES AND COMPENSATION**

37  
38  
39 **Section 16.1. Compensation Requirements.**

40 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.  
41 Consistent with payroll processing requirements and capabilities, each employee shall receive a full accounting and  
42 itemization of authorized deductions, hours worked, and rates paid with each paycheck.  
43

44 **Section 16.1.1. Monthly Payroll.**

45 Employees shall receive twelve (12) paychecks per year. For all work other than the regular scheduled time  
46 the employer shall compensate the employee through the District's regular time card procedure.  
47

48 **Section 16.2. Schedule A.**

49 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A  
50 attached hereto and by this reference incorporated herein.  
51

1           **Section 16.2.1.**

2           At the beginning of each school year, employees who have completed at least one-half (½) of their positions  
3           work year the prior school year will be granted one year of experience toward the next higher step on  
4           Schedule A for that position. Paid leave days shall count as days completed for the purposes of this section.

5  
6           **Section 16.2.2.**

7           Employees shall be paid in accordance with the rates on Schedule A. For the 2022-2023 and 2023-2024  
8           school years, the base wage rates on Schedule A shall be increased by the state-funded inflationary  
9           adjustment as described in RCW 28A.400.205 (IPD) or two percent (2%), whichever is greater.

10  
11           **Section 16.2.3. Salary Increase Contingency.**

12           Salary increases above the state-funded dollars are contingent upon successful levy passage and two (2)  
13           levy collections per year. However, if the District decides not to implement these raises because of a levy  
14           loss, the parties agree to negotiate the impact.

15  
16           **Section 16.3. Calculation of Hours.**

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

18  
19           **Section 16.4. Mileage.**

20           An employee incurring additional personal expense as a result of travel during working hours in his or her private  
21           vehicle for the benefits of the employer shall be reimbursed at the prevailing District per mile rate.

22  
23           **Section 16.5. Overnight Reimbursement.**

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

26  
27           **Section 16.6. License Fees Reimbursed.**

28           The District agrees to reimburse employees for any licenses or training required by the District to maintain  
29           continued employment.

30  
31           **Section 16.7. Vandalized Property.**

32           Any employee whose personal vehicle is vandalized on school District property during working hours shall be  
33           entitled to compensation for either the deductible portion of the employee's personal automobile insurance up to a  
34           two hundred dollar (\$200.00) maximum per occurrence or the actual cost of repair up to a two hundred dollar  
35           (\$200.00) maximum per occurrence. In order to recover such amount, the employee must submit a signed police  
36           report in support of the claim.

37  
38           **Section 16.8.**

39           Course and license fees for required work-related training shall be reimbursed by the District.

40  
41           **Section 16.9.**

42           Employees assigned specific duties training or mentoring new employees or substitutes shall be paid an additional  
43           thirty-five cents (\$0.35) per hour for the hours actually spent training or mentoring.

44  
45           **Section 16.9.1. Footwear Allowance.**

46           Each employee shall be reimbursed annually up to one hundred dollars (\$100.00) upon submission of  
47           receipts for non-skid work appropriate footwear. The District will provide standard operating procedures for  
48           obtaining reimbursement. There shall be no carryover from the previous year.

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5 **ARTICLE XVII**  
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7 **TERM AND SEPARABILITY OF PROVISIONS**  
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9 **Section 17.1. Duration.**

10 The term of this Agreement shall be September 1, 2021 through August 31, 2024. By April 1 of each school year,  
11 employees will get the work calendar for the following school year.  
12

13 **Section 17.2.**

14 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with  
15 respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and  
16 opportunity are set forth in this Agreement. Except as specifically stated in this Agreement, the District and the  
17 Association for the duration of this Agreement each voluntarily and unqualified agree to waive the right to oblige  
18 the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless  
19 mutually agreed otherwise.  
20

21 **Section 17.3. Conformity to Law.**

22 If any provisions of this Agreement or the application of any such provision is held invalid, the remainder of this  
23 Agreement shall not be affected thereby.  
24

25 **Section 17.3.1.**

26 Neither party shall be compelled to any provision of this Agreement which conflicts with state or federal  
27 statutes or regulations promulgated pursuant hereto.  
28

29 **Section 17.3.2.**

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

36 **NO STRIKE**  
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38 **Section 18.1.**

39 The Association agrees that there shall be no work stoppage or interruptions of regularly assigned duties during the  
40 life of this Agreement.  
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## SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

PENINSULA CUSTODIAL CHAPTER #621

PENINSULA SCHOOL DISTRICT #401

/signed/

BY: \_\_\_\_\_  
Isabell Partee, Chapter President

/signed/

BY: \_\_\_\_\_  
Karen Andersen, CFO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Peninsula Custodial Chapter #621  
Schedule A  
September 1, 2021 - August 31, 2022**

|   | Step 0-3 | Step 4-7        | Step 8-11       | Step 12-15      | Step 16-19      | Step 20-22       | Step 23+         |
|---|----------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|
|   | Base     | Yr 3 +<br>1.75% | Yr 7 +<br>1.75% | Yr 11 +<br>2.0% | Yr 15 +<br>2.0% | Yr 19 +<br>2.25% | Yr 22 +<br>2.25% |
| Custodian                               | \$ 22.06 | \$ 22.45        | \$ 22.84        | \$ 23.30        | \$ 23.77        | \$ 24.30         | \$ 24.85         |
| Custodian Ext Shift<br>(+8%)            | \$ 23.83 | \$ 24.25        | \$ 24.67        | \$ 25.16        | \$ 25.66        | \$ 26.24         | \$ 26.83         |
| HS Night Custodian<br>Lead              | \$ 24.64 | \$ 25.07        | \$ 25.51        | \$ 26.02        | \$ 26.54        | \$ 27.14         | \$ 27.75         |
| Night Custodian Lead<br>Ext Shift (+8%) | \$ 26.61 | \$ 27.08        | \$ 27.55        | \$ 28.10        | \$ 28.66        | \$ 29.30         | \$ 29.96         |
| ES Head Custodian                       | \$ 25.65 | \$ 26.10        | \$ 26.56        | \$ 27.09        | \$ 27.63        | \$ 28.25         | \$ 28.89         |
| MS Head Custodian                       | \$ 25.86 | \$ 26.31        | \$ 26.77        | \$ 27.31        | \$ 27.86        | \$ 28.49         | \$ 29.13         |
| HS Head Custodian                       | \$ 26.12 | \$ 26.58        | \$ 27.05        | \$ 27.59        | \$ 28.14        | \$ 28.77         | \$ 29.42         |
| Security Specialist                     | \$ 24.49 | \$ 24.92        | \$ 25.36        | \$ 25.87        | \$ 26.39        | \$ 26.98         | \$ 27.59         |

