

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
PENINSULA SCHOOL DISTRICT #401  
AND  
PUBLIC SCHOOL EMPLOYEES OF PENINSULA  
MAINTENANCE / GROUNDS / WAREHOUSE #624**

**SEPTEMBER 1, 2021 - AUGUST 31, 2024**



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

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1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties  
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the  
4 Board of Directors or Superintendent of the District pursuant to RCW 41.46.030 (2).

5  
6 **Section 1.3. Bargaining Unit.**

7 The bargaining unit to which this Agreement is applicable is as follows: all non-supervisory full-time  
8 or regular part-time classified employees performing work in the Maintenance/Grounds/Warehouse  
9 classifications.

10  
11 **Section 1.4. Bargaining Unit Work/Substitutes.**

12 No student, teacher, or community member shall replace any regular employee in any position or  
13 newly created position coming under the classification of this Agreement; provided, however, that the  
14 employer is not prohibited from utilizing student, staff or community assistance on short-term projects  
15 of benefit to the school or community. Regular part-time employees who are employed in a substitute  
16 capacity in Maintenance/Grounds or Warehouse positions and are eligible for representation shall be  
17 included in the bargaining unit, but only Schedule A and any other numbered section of this  
18 Agreement which expressly mentions its application to substitutes shall apply.

19  
20 **Section 1.4.1.**

21 Short-term projects shall be those projects with a definite starting time and a completion time  
22 within one hundred (100) calendar days. The authorization form for volunteer work shall be  
23 submitted to the Chapter President or Chapter Officer for review and input prior to the starting  
24 date of the project. Prior to approval, and throughout the course of a project, the District will  
25 consider the impact of the project on Maintenance/Grounds/Warehouse personnel and duties.

26  
27 **Section 1.5. Job Descriptions.**

28 Employees have the right to request a copy of their current job description annually. The  
29 District will give the Association president courtesy copies of any job descriptions that are  
30 changed. Upon request, the District will bargain the impact of modifications to job descriptions  
31 upon the wages, hours and working conditions of bargaining unit employees.

32  
33  
34  
35 **ARTICLE II**

36  
37 **RIGHTS OF THE DISTRICT**

38  
39 **Section 2.1. Management Rights.**

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



1 **Section 2.2. Applicability of Agreement.**

2 The management of the District and the direction of the work force is vested exclusively with the  
3 District subject to the terms of this Agreement. All matters not specifically and expressly covered by  
4 the language of this Agreement shall be administered for its duration by the District in accordance with  
5 such policies and procedures as it from time to time may determine. The Board's exercise of this right  
6 shall not be a bar and may be challenged in accordance with the Grievance Procedures of this  
7 Agreement.  
8  
9

10  
11 **ARTICLE III**

12 **RIGHTS OF EMPLOYEES**  
13  
14

15 **Section 3.1. Association Participation.**

16 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
17 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.  
18 The freedom of such employees to assist the Association shall be recognized as extending to  
19 participation in the management of the Association. The District and/or Association shall take  
20 whatever action required or refrain from such action in order to assure employees that no interference,  
21 restraint, coercion, or discrimination is allowed within the District and/or Association to encourage or  
22 discourage membership in any employee organization.  
23

24 **Section 3.2.**

25 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
26 Association representatives and/or appropriate officials of the District.  
27

28 **Section 3.3. Association Representation.**

29 Employees of the unit subject to this Agreement have the right to have Association representatives or  
30 other persons present at discussions between themselves and supervisors or other representatives of the  
31 District as hereinafter provided.  
32

33 **Section 3.4. Discrimination.**

34 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to  
35 this Agreement on the basis of race, creed, color, sex, sexual orientation, religion, age, marital status or  
36 disability.  
37

38 **Section 3.5. Delegation to Association.**

39 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
40 exclusive of compensation for services rendered, to appropriate officials of the Association.  
41

42 **Section 3.6. Personnel Files.**

43 An employee shall have the right, upon reasonable notice, to inspect the contents of his/her personnel  
44 file. Inspection shall be in the presence of a District representative. File materials may be reproduced  
45 for the employee as promptly as is feasible upon request. An Association representative may, at the  
46 employee's request, be present during the review of said employee's file.  
47  
48



1 **Section 3.6.1.**

2 No materials derogatory of the employee's conduct, service, character or personality shall be  
3 placed in the personnel file unless the employee has had the opportunity to read and respond to  
4 them. The employee shall be given a copy of the materials and shall have the right to his/her  
5 own version of the incident or statement and have his/her statement attached to the original  
6 document(s).  
7  
8  
9

10 **ARTICLE IV**

11 **RIGHTS OF THE ASSOCIATION**

12  
13  
14 **Section 4.1.**

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

21 **Section 4.2.**

22 The names, positions, rates of pay and job titles of employees subject to this Agreement will be  
23 provided, upon request, to the President of the Association. The Human Resources Department, as part  
24 of the general orientation of each new employee within the unit subject to this Agreement, shall provide  
25 such employee with a copy of this Agreement to be furnished to the District by the Association.  
26

27 **Section 4.3.**

28 The Association reserves and retains the right to delegate any right or duty contained herein to  
29 appropriate officials of the Public School Employees of Washington-SEIU Local 1948.  
30

31 **Section 4.4. Release Time for Association Business.**

32 The President of the Association and/or his/her designated representatives will be provided time off  
33 without loss of pay to a maximum of three (3) days per year to attend regional or state meetings. In  
34 the event an employee is elected to the P.S.E. State Board, such individual shall have up to six (6) days  
35 without loss of pay to serve in that capacity. The Association shall reimburse the District for the cost  
36 of required substitutes.  
37

38 **Section 4.5. Employee Information.**

39 Upon request and at a time mutually agreed upon by the parties, the District shall provide the Public  
40 School Employees of Washington with information regarding each employee in the bargaining unit.  
41

42 **Section 4.6. Bulletin Boards.**

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



1  
2 **Section 4.6.1.**

3 The responsibility of the prompt removal of notices from the bulletin boards after they have  
4 served their purpose shall rest with the individual who posted such notices.  
5

6 **Section 4.7. Representation Rights.**

7 The District shall notify the employee in writing or verbally of the right to obtain Union representation  
8 when grievances are received or disciplinary actions are issued. The Association is entitled to have an  
9 observer at hearings conducted by any District official or body arising out of grievance and to make  
10 known the Association's views concerning the case. The District must inform the employee in advance  
11 of any meeting or hearing which could result in disciplinary action that the employee is requested or  
12 required to attend so that the employee has the reasonable opportunity to obtain union representation if  
13 desired.  
14

15 **Section 4.8.**

16 The parties recognize that the Association may request a meeting with the Superintendent at any time.  
17

18 **Section 4.9.**

19 The District will provide the Association reasonable access to new employees of the bargaining unit for  
20 the purposes of presenting information about their exclusive bargaining representative to the new  
21 employee. The presentation may occur during a new employee orientation provided by the District, or  
22 at another time mutually agreed to by the District and the Association. No employee may be mandated  
23 to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this  
24 section means: (a) the access to the new employee occurs within ninety (90) days of the employee's  
25 start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The  
26 access occurs during the new employee's regular work hours at the employee's regular worksite, or at a  
27 location mutually agreed to by the District and Association. Bargaining unit employees asked to  
28 provide the orientation by the Association must do so outside of their normal working hours.  
29  
30  
31

32 **ARTICLE V**

33  
34 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**  
35

36 **Section 5.1.**

37 It is agreed and understood that matters appropriate for consultation and negotiation between the  
38 District and the Association are grievance procedures, wages, hours and working conditions and  
39 related matters as provided by law.  
40  
41  
42

43 **ARTICLE VI**

44 **ASSOCIATION REPRESENTATION**  
45

46 **Section 6.1. Conference Committee.**

47 The Association will designate a Conference Committee of three (3) members who will meet with the  
48 Collective Bargaining Agreement (2021-2024)  
Peninsula Maintenance/Grounds/Warehouse  
and Peninsula School District #401



1 Superintendent of the District and/or his/her designated representatives on a mutually agreeable regular  
2 basis, but not less than twice a quarter, to discuss appropriate matters, including such issues as the  
3 safety of working conditions and the work place.

4  
5 **Section 6.2.**

6 The Association representatives pursuant to Section 6.1 shall represent the Association and employees  
7 in meeting with officials of the District to discuss appropriate matters of mutual interest. They may  
8 receive and investigate to conclusion complaints or grievances of employees and thereafter advise  
9 employees of rights and procedures outlined in this Agreement and applicable regulations or directives  
10 for resolving the grievances or complaints. They may not, however, continue to advise the employee  
11 on courses of action after the employee has indicated that he/she does not desire to pursue the matter to  
12 conclusion. They may consult with the District on complaints without a grievance being made by an  
13 individual employee.

14  
15 **Section 6.3. Release Time for District Meetings.**

16 Time during working hours will be allowed Association representatives for attendance at meetings  
17 with the District. Time may also be allowed for representatives to discuss with the employees  
18 grievances and appropriate matters directly related to work situations in their area or craft. Association  
19 representatives will guard against the use of excess time in the handling of such matters. If mutually  
20 scheduled for times which occur during work hours, employees will not lose pay during negotiations  
21 sessions.

22  
23  
24  
25 **ARTICLE VII**

26  
27 **HOURS OF WORK AND WORKING CONDITIONS**

28  
29 **Section 7.1. Workweek.**

30 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
31 consecutive days of rest, Saturday and Sunday. This section may be reopened at the request of either  
32 party if the District changes to an alternating or year-round school year. If an employee requests in  
33 writing, with a copy to the District and the Union, and the District agrees, the employee may work any  
34 five (5) consecutive days, followed by two (2) consecutive days of rest.

35  
36 **Section 7.2. Change of Workweek.**

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

40  
41 **Section 7.3. Shift Differential Pay.**

42 The hours after 4:00 p.m. up to 8:00 a.m. shall be recognized as the night shift. Compensation of five  
43 percent (5%) per hour above scale shall apply to these hours, except regular daytime employees who  
44 work an eight (8) hour shift between the hours of 6:00 a.m. and 6:00 p.m. shall be known as day shift.  
45 Shift differential pay will not apply to day shift overtime hours.

46  
47 **Section 7.4. Shift/Rest Periods.**

48 A normal shift shall consist of eight and one-half (8½) hours including a thirty (30) minute





1 uninterrupted unpaid lunch period as near the middle of the shift as is practicable and also including an  
2 appropriate first half and appropriate second half rest period both of which rest periods shall occur as  
3 near the middle of the half shift as is practicable.

4  
5 **Section 7.4.1. Short Shifts.**

6 In the event an employee is assigned to a shift less than the normal work shift previously  
7 defined in this Article, the employee shall be given a fifteen (15) minute rest period for each  
8 four (4) hours of work.

9  
10 **Section 7.4.2. Worked Lunch Period.**

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

15  
16 **Section 7.5. Alternate Workweek.**

17 With prior approval and when within District operational needs, an employee may work a four (4) day  
18 per week, ten (10) hours per day schedule in lieu of the normal schedule. The 4 x 10 schedule shall be  
19 from Monday through Thursday or Tuesday through Friday. Those employees who choose to work the  
20 4 x 10 schedule shall be exempt from the terms of Section 7.9.1 and shall only receive overtime for  
21 hours in excess of forty (40) in one week.

22  
23 **Section 7.6. Foreman Replacement.**

24 In the event that a Foreman is absent for more than two (2) consecutive work days, then an employee  
25 in that classification shall assume the duties of the Foreman and be paid at the base Foreman rate that  
26 provides an increase for all hours worked during the absence. Section 10.7 (seniority rights) shall  
27 apply to the selection of the employee for this duty.

28  
29 **Section 7.7. Student Supervision.**

30 No bargaining unit employee shall be required to supervise detention students as part of his/her regular  
31 work assignment.

32  
33 **Section 7.8. Unusual School Closure.**

34 Employees in the bargaining unit are expected to report to work during school closures which result  
35 from inclement weather, plant in-operation or the like. Normal compensation shall be paid unless  
36 notification by the District that employees in this bargaining unit shall not report is received prior to  
37 the time an employee leaves home. Notification of district-wide closures, including the  
38 maintenance/grounds or warehouse department, shall be by School Messenger. If conditions exist  
39 making outside work unsafe, employees shall report to their supervisor for an alternative work location.

40  
41 **Section 7.9. Overtime Provisions.**

42 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter  
43 provided. In the assignment of overtime, the District agrees to provide the employee with as much  
44 advance notice as practicable in the circumstances. Normally, employees designated to work overtime  
45 on days outside their regular workweek will be advised of the possibility no later than twenty-four (24)  
46 hours prior to the end of the last shift before the overtime commences.



1 **Section 7.9.1. Overtime Pay.**

2 All hours worked in excess of forty (40) in one week shall be compensated at the rate of one  
3 and one-half (1½) times the employee's base hourly rate of pay. All hours worked on a  
4 Saturday shall be compensated at the rate of one and one-half (1½) times the employee's base  
5 rate of pay. All hours worked on Sunday will be compensated at the rate of two (2) times the  
6 employee's base hourly rate of pay.  
7

8 **Section 7.9.2. Compensatory Time.**

9 With prior approval and not as a precondition to the acceptance of overtime, compensatory  
10 time at the rate of one and one-half (1½) hours for one (1) hour of overtime work may be  
11 accepted in lieu of overtime pay. Use of compensatory time shall be mutually scheduled and  
12 be utilized within the appropriate pay period. Accrued compensatory time which is unused by  
13 May 1st of each year must be scheduled or paid at the appropriate rate by May 31st.  
14

15 **Section 7.9.3. Call Back Pay.**

16 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th)  
17 consecutive workday, shall receive no less than two (2) hours (at the appropriate rate) per  
18 occurrence, if there is more than one (1) hour between occurrences.  
19

20 **Section 7.9.4. Beeper Duty.**

21 If an employee is assigned beeper duty on any day, such employee shall be paid two hours at  
22 his or her appropriate rate of pay. The travel and time on any call-backs shall be paid as per  
23 Section 7.9.3., above, in addition to the two hours pay for beeper duty. Assignment of beeper  
24 duty on a day already worked shall be considered within the regular duties of the foreman  
25 position and will not be paid, unless an actual call-back situation occurs.  
26

27 **Section 7.9.4.1. Designation of Weekend Beeper Duty.**

28 Beeper duty, when assigned, shall be assigned from a rotating roster. Eligibility for the  
29 roster shall be from those employees who have no unscheduled time off during the  
30 previous five (5) workdays, who have no unpaid time off during the previous thirty (30)  
31 days, and have at least six (6) months seniority. Eligibility for the roster for those  
32 employees with less than six months of seniority is upon the approval of the Facilities  
33 Director and the concurrence of the union president. Employees who express interest in  
34 being selected for beeper duty shall make their intent known to the supervisor.  
35

36 **Section 7.9.4.2.**

37 Beeper duty shall start at 12:01 a.m. of the first day of the beeper duty and will continue  
38 until the normal working hours of the next working day. For example, the first day of  
39 beeper duty is when an employee begins beeper duty on Saturday morning at 12:01 a.m.  
40 and ends beeper duty for that day at 12:00 a.m. The second day of beeper duty is when  
41 an employee begins beeper duty at 12:01 a.m. on Sunday and ends at the normal  
42 working hours on Monday. With approval of the supervisor, an employee may use his  
43 or her personal vehicle to respond to a beeper call. Employees will be reimbursed for  
44 mileage in this section at the District-approved mileage rate.  
45

46 **Section 7.10. Supervisor Approval.**

47 An employee may not adjust his/her workday schedule without prior approval of the District  
48 supervisor.



1  
2  
3 **Section 7.11. Driving Records.**

4 Employees who drive District vehicles shall provide a current abstract of their driving record from the  
5 Department of Licensing (or other similar agency from other states) every two years. Such records  
6 shall be maintained in personnel files and shall not be released to third parties without employee  
7 consent. Any discipline or discharge action taken because of this information shall comply with the  
8 just cause principles of Article XI. The District shall pay the cost of obtaining the abstract and shall, if  
9 possible, be the requestor of the abstract.

10  
11 **Section 7.12.**

12 It is the policy of the District that no employee shall unlawfully manufacture, distribute, dispense,  
13 possess, use on or in the workplace, including district vehicles, or to arrive at work under the influence  
14 of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other  
15 unlawful controlled substance.

16  
17 All employees will be subject to drug and alcohol testing based on reasonable suspicion. Employees  
18 who have been in an accident involving a district vehicle that involves personal injury or damage to a  
19 vehicle beyond \$250.00 will be subject to mandatory post-accident drug and alcohol testing.

20  
21 Any violation of this section shall be subject to just cause discipline under Section 11.1 of this  
22 Agreement.

23  
24 **Section 7.13.**

25 Employees shall inform the District of any restrictions or suspensions of driving privileges or an  
26 employee's state-issued driver's license.

27  
28  
29  
30 **ARTICLE VIII**  
31  
32 **HOLIDAYS AND VACATIONS**

33  
34 **Section 8.1. Holidays.**

35 All employees shall receive the following paid holidays:

- 36  
37
- |                                |   |
|--------------------------------|---|
| 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* |
- 40  
41  
42  
43

44 \*Twelve month employees only.

45  
46 **Section 8.1.1. Holidays.**

47 Any holidays proclaimed by the federal or state government, including any of the present  
48 holidays that may be granted on the Monday following the holiday and proclaimed to be a



1 school holiday by the Superintendent of Public Instruction, shall be considered a paid holiday.

2  
3 **Section 8.1.2. Unworked Holidays.**

4 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect  
5 at the time the holiday occurs. An employee who is on the active payroll on the holiday and  
6 has worked either his/her last scheduled shift preceding the holiday and is not on leave of  
7 absence, or is on an approved paid leave, shall be eligible for pay for such unworked holiday.

8  
9 **Section 8.1.3. Worked Holidays.**

10 Employees who are required to work on Independence Day, Christmas or Thanksgiving shall  
11 receive the pay due them for the holiday, plus twice their base rate for all hours worked on such  
12 holidays. Employee who are required to work on the other above described holidays shall  
13 receive the pay due them for the holiday, plus twice their base rate for all hours worked on such  
14 holidays, unless the employee starts to work at 6:00 p.m.

15  
16 **Section 8.2. Vacations.**

17 The vacation credit to which twelve (12) month employees shall be entitled shall be computed in  
18 accordance with the following: an employee with one (1) year of service shall earn twelve (12) days  
19 paid vacation credit. An employee shall earn one (1) additional day of vacation credit for each year of  
20 service after the first year up to twenty-two (22) days. For every regular workday from which an  
21 employee is absent on vacation, sick leave, bereavement leave, emergency leave or judicial leave, the  
22 hours of the employee's normal work shift shall be credited as if worked. Less than twelve (12) month  
23 employees shall be entitled to a prorated share of vacation based upon the ratio of days worked to two  
24 hundred sixty (260). Less than twelve (12) month employees working in the capacity of substitutes are  
25 not entitled to vacation. Employees who accumulate vacation are eligible to use his/her vacation credit  
26 after reaching his/her first anniversary date.

27  
28 **Section 8.2.1.**

29 Employees called back from vacation shall be compensated at two (2) times their regular rate  
30 for all hours worked.

31  
32 **Section 8.2.2.**

33 Employees who terminate employment and give at least two (2) weeks written notice, shall  
34 receive payment for unused accrued vacation credit with their final paycheck up to the  
35 maximum allowed without creating excess compensation under state law.

36  
37 **Section 8.2.3.**

38 Vacation may be accumulated up to thirty (30) days. In the event that an employee is denied  
39 vacation or is unable to take a requested vacation due to District needs, the employee shall be  
40 paid for such vacation on the next available pay warrant if it would result in an accrual of over  
41 thirty days of vacation. Each year, employees accruing twenty (20) vacation days or less shall  
42 be eligible to sell back up to ten (10) vacation days at the rate of one day of pay at the  
43 employee's current wage rate for one day of vacation. Written notice of an intent to sell back  
44 such vacation must be received by July 31, and will be processed for payment in the August  
45 payroll.

46  
47 **Section 8.2.4.**

48 Vacations shall be scheduled with the approval of the Facilities Director.



1  
2  
3 **ARTICLE IX**

4  
5 **LEAVES**

6  
7 **Section 9.1. Sick Leave.**

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

22  
23 **Section 9.1.1. Medical Leave - Work Related Injuries.**

24 Employees who request time off for medical appointments, physical therapy, rehabilitation  
25 which is related to injuries incurred at work, shall be allowed paid leave with no deduction  
26 made from accrued sick leave. The District may require verification of appointments and of the  
27 inability to schedule outside of work time.

28  
29 **Section 9.1.2. Sick Leave Transfer.**

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

33  
34 **Section 9.2. Sick Leave Accrual/Compensation.**

35 The parties mutually agree to enter into an attendance incentive program as provided by state law and  
36 District Policy.

37  
38 **Section 9.3. Verification of Illness/Injury.**

39 A doctor's certificate may be required for illness of three (3) or more consecutive days at the discretion  
40 of the administration.

41  
42 **Section 9.4. Sick Leave Usage.**

43 Absences warranting sick leave are:

- 44 A. Personal illness or injury.  
45 B. Leave for emergencies.  
46 C. Appointments with medical or dental doctors or other legally recognized practitioners to  
47 prevent illness or preserve the health of the employee and which cannot be scheduled outside  
48 school hours.



1 D. Family Illness, pursuant to State and Federal law and District Policy.

2  
3 **Section 9.4.1. Bereavement Leave.**

- 4 A. Up to five (5) days leave for the death of a spouse, domestic partner, mother, father, son,  
5 daughter, step-son, step-daughter, mother-in-law, father-in-law, sister, brother, grandparents,  
6 a member of the educator's household, or any family member as defined in [RCW 49.46.210](#)  
7 shall be granted.  
8 B. Up to one (1) day maximum leave for funerals of other relatives or close friends shall be  
9 granted.  
10 C. Such leave shall not be accumulated.  
11 D. If an employee needs more leave than provided in paragraph A or B, the employee shall  
12 contact Human Resources who will process the request for approval.

13  
14 **Section 9.5. Family Illness Leave.**

15 The District agrees to enact a policy for family illness leave in accordance with Federal and State law.

16  
17 **Section 9.6. Personal Leave.**

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

21  
22 **Section 9.7. Judicial Leave.**

23 In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a  
24 codefendant with the School District, he/she shall receive his/her normal day's pay for each day he/she  
25 is required in court. In the event that the employee is a party (plaintiff or defendant) in court action,  
26 he/she may request a leave of absence which may be granted without pay.

27  
28 **Section 9.8. Leave of Absence.**

29 Any employee who has completed the probationary period may request a leave of absence for reasons  
30 of: illness; injury; personal or family emergency; or approved training or education. A leave of  
31 absence requested for reasons other than those enumerated above shall be at the discretion of the  
32 District. It is agreed by the parties that a leave of absence is not intended to be taken for the purposes  
33 of taking employment outside the District. Upon recommendation of immediate supervisor through  
34 administrative channels to the Superintendent, and upon approval of the Board of Directors, the  
35 employee may be granted a leave of absence for a period not to exceed one (1) year (for a period  
36 ending on August 31st of the contract year in which it is granted). Requests for a leave of absence shall  
37 be made in writing. A leave of absence is to be requested and granted only for a specific period of  
38 time. All requests will be considered in light of available substitutes and, when granted, will be  
39 without compensation (unless all or part of the leave is covered by paid leave for illness, injury,  
40 emergency, bereavement, or vacation pursuant to the provisions of Article VII or Article IX). Leaves  
41 may be extended up to one (1) additional year at the discretion of the District.

42  
43 **Section 9.9.1. Requesting a Leave of Absence.**

44 To request a leave of absence, the employee shall submit a letter to the supervisor stating the  
45 reason for the leave and the date the employee expects to return to work from the leave. A  
46 leave of absence must be requested when the employee expects to be absent from work for  
47 more than ten (10) workdays, unless the absence is to be taken entirely with paid sick leave,  
48 emergency leave or vacation.



1  
2 **Section 9.9.3. Return from Leave of Absence - Twelve Months or Less.**

3 An employee returning to work from a leave of absence not exceeding twelve (12) months  
4 (365 days) will be assigned to the position occupied before the leave of absence, provided the  
5 employee returns within the time specified for the leave of absence (unless extended with  
6 District approval so long as the total period of leave does not exceed twelve (12) months). An  
7 employee hired to fill a position held by an employee on leave of absence will be subject to all  
8 rights and duties contained in this Agreement, except that seniority rights shall not accrue nor  
9 apply. If said employee is retained following the temporary assignment, she/he will be subject  
10 to all rights and duties contained in this Agreement retroactive to the beginning of the  
11 replacement assignment.  
12

13 **Section 9.9.4. Return from Leave of Absence - More Than Twelve Months.**

14 In cases where the leave of absence extends beyond twelve (12) months (365 days), the  
15 returning employee shall be returned to a similar position unless the position has been  
16 abolished or a general reduction in force has placed a more senior employee in the position. In  
17 such cases, the employee returning from leave shall be returned to as equivalent a position as  
18 possible pursuant to the terms of Article X.  
19

20 **Section 9.9.5. Notice of Return from Leave of Absence.**

21  
22 **Section 9.9.5.1.**

23 An employee who is on a leave of absence for less than six (6) months shall give ten  
24 (10) working days written notice of intent to return to work.  
25

26 **Section 9.9.5.2.**

27 An employee on a leave of absence for more than six (6) months shall give twenty (20)  
28 working days written notice of intent to return to work.  
29

30 **Section 9.9.5.3.**

31 Prior to returning to work from a leave of absence due to illness or injury, the employee  
32 must provide the Personnel Services Office with written certification from the  
33 employee's physician indicating that the employee may return to work and perform all  
34 essential functions of the job.  
35

36 **Section 9.9.6. Temporary/Replacement Employees.**

37 The District shall notify the temporary replacement employee who assumes a position created  
38 by an employee on approved leave of absence that the position is only temporary.  
39

40 **Section 9.9.6.1.**

41 Temporary replacements shall be paid at the base rate of pay in their classification.  
42 Temporary replacement employees shall be subject to all terms of this Agreement with  
43 the exceptions of Article X and Article XV. Any such employees who are retained as a  
44 regular employee within five (5) working days of the end of the temporary/replacement  
45 assignment shall be assigned a seniority date retroactive to their initial hire date as a  
46 continuous temporary/replacement employee.  
47  
48



1  
2 **Section 9.10. Protracted Illness Leave.**

3 Any employee who has completed the probationary period shall be entitled to non-compensated Leave  
4 of Absence in cases of protracted illness or injury as certified by his/her physician.

5  
6 **Section 9.10.1.**

7 Upon application to the District, such leave shall be granted for the period of actual illness or  
8 injury up to one (1) year. If additional time is necessary, written application must be made to  
9 the District and up to one (1) additional year may be granted at the discretion of the District.

10 An employee who has been on protracted illness leave for more than six (6) months shall give  
11 twenty (20) working days notice in writing of intent to return to work. An employee who has  
12 been off less than six (6) months shall give ten (10) days notice of intent to return to work.

13 Before the employee may return to work, he/she shall have his/her fitness to return to work  
14 certified in writing by the attending physician. Upon returning, the employee shall be returned  
15 to the position he or she had, unless the position has been abolished, or a general reduction in  
16 force has placed a more senior employee in the position. In those cases, the employee shall be  
17 returned to as equivalent a position as possible without violating the terms of Article X.

18  
19 **Section 9.11. Paid Family and Medical Leave (PFML).**

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

23  
24  
25 **ARTICLE X**

26  
27 **SENIORITY, PROBATION, AND LAYOFF PROCEDURES**

28  
29  
30 **Section 10.1. Seniority Date.**

31 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
32 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be  
33 lost as hereinafter provided; provided, however, time spent as a substitute employee shall not count for  
34 purposes of seniority. Employees on leave due to industrial injury shall not be negatively affected by  
35 this section.

36  
37 **Section 10.2. Probation.**

38 Newly hired regular employees shall remain in a probationary status for a period of not more than  
39 ninety (90) working days following the hire date. During this period the District may discharge such  
40 employee at its discretion, provided that the District has given the employee written or oral notice of  
41 the reasons for the discharge and an opportunity to respond.

42  
43 **Section 10.3. Completion of Probation.**

44 Upon completion of the probationary period, the employee will be subject to all rights and duties  
45 contained in this Agreement retroactive to the hire date.

46  
47 **Section 10.4. Loss of Seniority.**

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

Collective Bargaining Agreement (2021-2024)  
Peninsula Maintenance/Grounds/Warehouse  
and Peninsula School District #401





- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change to substitute status.

**Section 10.5. Seniority Accrual During Leaves.**

Seniority shall continue to accrue during leaves for which compensation is continued, during uncompensated leaves of less than ten (10) days, or when otherwise required by applicable law. In other instances, seniority shall be adjusted to reflect the period of leave.

**Section 10.6.**

Seniority rights shall be administered on a bargaining unit wide basis, except in the case of layoff as provided in Section 10.9 and in Section 8.2.4. (Vacation Scheduling).

**Section 10.7. Seniority Rights.**

The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, vacation periods and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions to non-foreman positions within the bargaining unit, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern in these situations, 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 upon request or employees and the organization's Chapter President its reasons why the senior employee or employees have been bypassed.

For foreman positions, all in-district employees who apply shall be granted an interview for the position. The District will select the most qualified candidate of all applicants for the position. The District will consider employee's work performance, skills and abilities, qualifications and seniority in the selection of a candidate.

**Section 10.8. Open Position Posting.**

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.

**Section 10.8.1. New Bargaining Unit Positions.**

Positions not listed on Schedule A shall not be offered or filled before initiating negotiations on wages, hours and working conditions with the Association. A letter to the Chapter President indicating the position title, general duties and proposed wage rate shall be sufficient to fulfill the requirements of "initiating negotiations".

**Section 10.8.2. Foreman Trial Service Period.**

Employees selected for a foreman or chief position shall be granted a ten (10) working day trial period during which the employee may return to the previously held position. At its discretion, the District may return an employee selected to a foreman position back to the previously held position within ninety (90) working days. If requested, the District shall provide a written



1 explanation of its decision.  
2

3 **Section 10.9. Layoffs.**

4 In the event of a layoff, employees so affected are to be placed on a reemployment list (or lists)  
5 maintained by the District according to seniority within each of the classifications. Such employees  
6 shall have preferential rights to fill openings within each of the classifications. Such employees shall  
7 preferential rights to fill openings in the classifications from which they were laid off. Vacancies in  
8 other classifications will be filled pursuant to Section 10.7. Names shall remain on the reemployment  
9 lists for two (2) years.  
10

11 **Section 10.9.1.**

12 Employees on layoff status shall file their addresses in writing with the personnel office of the  
13 District and shall thereafter promptly advise the District in writing of any change of address.  
14

15 **Section 10.9.2.**

16 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee  
17 does not comply with the requirements of Section 10.9.1, or if the employee does not respond  
18 to the offer of reemployment within fifteen (15) days.  
19

20 **Section 10.9.3.**

21 Employees who are on layoff status and are on the reemployment list shall not forfeit recall  
22 rights to reemployment in the bargaining unit by: declining an offer which is not substantially  
23 equal in hours, wages and benefits to the position occupied immediately prior to layoff; or by  
24 accepting a position in the District (in this bargaining unit or any other classified bargaining  
25 unit) with substantially lower hours, wages and benefits than the position occupied immediately  
26 prior to layoff. Positions which are temporary shall not be considered 'substantially equal'  
27 under the terms of this section. However, employees on layoff may accept a temporary  
28 position and retain their place on the re-employment list.  
29  
30  
31

32 **ARTICLE XI**

33 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**  
34  
35

36 **Section 11.1. Justifiable Cause/Reprimands.**

37 Employees, other than probationary or substitute, shall be disciplined or discharged only for justifiable  
38 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure  
39 hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner  
40 which will not embarrass the employee before other employees or the public.  
41

42 **Section 11.2. Notice of Termination.**

43 Normal termination or resignation shall require a two (2) week written notice.  
44

45 **Section 11.3. Notification to Non-Annual Employees.**

46 This Article is intended to be applicable to those employees whose duties necessarily imply less than  
47 twelve (12) months (excluding vacations) work per year.  
48





1           **Section 13.2.1.**

2           Reimbursement for employees subject to this Agreement to attend recognized vocational/in-  
3           service courses.

4  
5           **Section 13.2.2.**

6           Expenses and materials to establish courses of study within the confines of the District which  
7           would be of mutual benefit to the employee and the District. At its discretion, the District may  
8           agree to release an employee from regular duties to attend employee initiated relevant  
9           professional development opportunities, when doing so does not interfere with the regular  
10          operation of the District.

11  
12          **Section 13.2.3.**

13          Purchase of recognized vocational courses from local, state, or national educational institutes  
14          which would improve the potential of employees subject to this Agreement.

15  
16          **Section 13.2.4.**

17          Upon the written request of an employee, a denial of a requested use of training funds will be  
18          added to the agenda and discussed by the Conference Committee referenced in Section 6.1 at  
19          its next scheduled meeting.

20  
21          **Section 13.3. Reimbursement.**

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

25  
26          **Section 13.4. Pay for Required Meetings.**

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

29  
30          **Section 13.5. Written Notification to Employees.**

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

33  
34          **Section 13.6. Meal Expenses.**

35          Employees who are on authorized training during meal periods (including travel time to and from the  
36          training site) shall be compensated/reimbursed in accordance with the District’s Employee Travel  
37          Authorization and Expense Reimbursement Policy.

38  
39          **Section 13.7.**

40          Employees possessing a valid general journey level electrician (01) certificate or a journey level  
41          plumber certificate shall receive an additional \$1.25 per hour above their regular hourly wage rate for  
42          all hours worked in the position. Employees are only entitled to receive compensation based on one  
43          specialized certificate. Employees are responsible to annually submit proof of such certificate and to  
44          maintain such certification as current to continue to receive the additional increase. Employees failing  
45          to maintain the certificate are not eligible to receive the additional hourly increase and shall notify the  
46          District of the certificate’s expiration.



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**ARTICLE XIV**

**MAINTENANCE OF MEMBERSHIP AND CHECKOFF**

**Section 14.1. Dues Authorization.**

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

**Section 14.2. Checkoff.**

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

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

**Section 14.3. Monthly Report to the Association.**

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

**Section 14.4.**

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

**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1.**

A grievance is hereby defined as an alleged violation of the terms of this Agreement by the District and shall be resolved in strict compliance with this Article. Failure to comply with the steps and timeliness so stipulated will result in the grievance being invalid and subject to no further processing.



1 **Section 15.2. Grievance Steps.**

2  
3 **Section 15.2.1. Step I. Discussion with Immediate Supervisor.**

4 Employees shall first discuss the grievance with their immediate supervisor. If employees so  
5 wish, they may be accompanied by an Association representative at such discussion. All  
6 grievances not brought to the immediate supervisor in accordance with the preceding sentence  
7 within twenty (20) working days of the occurrence of the grievance shall be invalid and subject  
8 to no further processing. The supervisor has ten (10) working days to respond from the date of  
9 receipt of Step One-Verbal.  
10

11 **Section 15.2.2. Step II. Written Submission to Immediate Supervisor.**

12 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
13 subsection, the employee shall, within ten (10) working days of the response at Step One,  
14 reduce to writing a statement of the grievance containing the following:  
15

- 16 A. The facts on which the grievance is based;  
17 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
18 C. The remedy sought. The employee shall submit the written statement of grievance to the  
19 immediate supervisor for reconsideration and shall submit a copy to the official in the  
20 administration responsible for personnel. The parties will have ten (10) working days from  
21 submission of the written statement of grievance to resolve it by indicating on the statement  
22 of grievance the disposition. If an agreeable disposition is made, all parties to the grievance  
23 shall sign it.  
24

25 **Section 15.2.3. Step III. Written Submission to Superintendent.**

26 If no settlement has been reached within the ten (10) working days referred to in the preceding  
27 subsection, and the Association believes the grievance to be valid, a written statement of  
28 grievance shall be submitted within ten (10) working days to the District Superintendent or the  
29 Superintendent's designee. After such submission, the parties will have ten (10) working days  
30 from submission of written statement of grievance to resolve it by indicating on the statement  
31 of grievance the disposition. If an agreeable disposition is made, all parties to the grievance  
32 shall sign it.  
33

34 **Section 15.2.4. Step IV. Arbitration.**

35 If no settlement has been reached within the ten (10) working days referred to in the preceding  
36 subsection, and the employee and the Association determine the grievance to be valid, the  
37 Association may demand arbitration of the grievance within twenty (20) working days of the  
38 receipt of the answer at Step Three utilizing the Voluntary Labor Arbitration Rules of the  
39 American Arbitration Association. The Arbitrator's award shall be final and binding upon all  
40 parties.  
41

42 **Section 15.2.5. It is Agreed That:**

- 43 A. Matters involving employee evaluation are specifically excepted and excluded from being  
44 arbitrable under this Article.  
45 B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this  
46 Agreement.  
47 C. The fees and expenses of the Arbitrator shall be equally shared by the parties.  
48



1  
2 **Section 15.3. Grievance Meetings/Discrimination.**

3 The grievance or arbitration discussions shall take place whenever possible on work time. The District  
4 shall not discriminate against an individual employee or the Association for taking action under this  
5 Article.  
6  
7  
8

9 **ARTICLE XVI**

10 **SALARIES AND COMPENSATION**

11  
12  
13 **Section 16.1.**

14 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
15 worked. Consistent with payroll processing requirements and capabilities, each employee shall receive  
16 a full accounting and itemization of authorized deductions, hours worked, and rates paid with each  
17 paycheck.  
18

19 **Section 16.1.1. Pay Periods.**

20 Employees shall receive twelve (12) paychecks per year. For all work other than the regular  
21 scheduled time, the employer shall compensate the employee through the District's regular time  
22 sheet procedure.  
23

24 **Section 16.2. Rates of Compensation.**

25 Employees shall be paid in accordance with the rates on Schedule A. For the 2022-2023 and 2023-2024  
26 school years, the base wage rates on Schedule A shall be increased by the state-funded inflationary  
27 adjustment as described in RCW 28A.400.205 (IPD) or 2%, whichever is greater. These increases shall  
28 not apply to the seasonal wage rate.  
29

30 **Section 16.2.1. Salary Schedule Steps.**

31 Step increases will be implemented on September 1 of each school year. Employees who have  
32 completed at least one-half of their position's work year the prior school year will be granted  
33 one year of experience toward the next higher step on Schedule A for that position.  
34

35 **Section 16.3. Hours Calculations.**

36 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (¼)  
37 hour.  
38

39 **Section 16.4. Mileage.**

40 Any employee required to travel from one site to another in a private vehicle during working hours  
41 shall be compensated for such travel on a per mile basis at the prevailing Board policy rate or the  
42 prevailing IRS rate, whichever is higher. District vehicles will be used in all cases. However, in the  
43 event none are available, use of a private vehicle requires approval of the Maintenance Director.  
44

45 **Section 16.5. Travel Expenses.**

46 Employees required to remain overnight on District business shall be reimbursed for reasonable and  
47 necessary room and board expenditures.  
48



1 **Section 16.6. Commercial Driver's License.**

2 Upon approval of the Director of Facilities, the District will pay approved costs for testing and training  
3 incurred by employees in obtaining the required Commercial Driver's License. For ongoing  
4 maintenance of the CDL, the District will contract with a physician to cover the required physical  
5 exam or offer the cost of the same examination to the employee to see his/her own physician.  
6 Employees who are approved by the Director of Facilities to maintain a CDL will receive an additional  
7 \$.75/hour. The District will determine the number of employee to which Section 16.6 applies.  
8 Opportunities under Section 16.6 will be offered to employees based on the number of years of holding  
9 the CDL as a District employee.

10  
11 **Section 16.7. Safety Equipment.**

12 District-required safety equipment will be provided for employees as per OSHA or DOSH.

13  
14 **Section 16.8. Change in Bargaining Unit.**

15 If an employee is voluntarily or involuntarily transferred to the Maintenance/Grounds/Warehouse  
16 bargaining unit, the employee shall retain their original District hire date for the purpose of calculating  
17 vacation benefits and longevity pay. This benefit shall also apply to employees transferring into the  
18 bargaining unit from layoff status.

19  
20 **Section 16.9.**

21 Each employee shall be reimbursed annually up to \$200.00 upon submission of receipts for safety and  
22 work-related clothing and footwear. Safety footwear is any steel-toed footwear or work style boot,  
23 leather or leather-like that provides ankle support. The District will provide standard operating  
24 procedures for obtaining reimbursement. There shall be no carryover from the previous year.

25  
26  
27  
28 **ARTICLE XVII**

29  
30 **TERM AND SEPARABILITY OF PROVISIONS**

31  
32 **Section 17.1.**

33 The term of this Agreement shall be September 1, 2021 to August 31, 2024.

34  
35 **Section 17.2. Obligation to Negotiate.**

36 The parties acknowledge that each has had the unlimited right and opportunity to make demands and  
37 proposals with respect to any matter deemed a proper subject for negotiations. The results of the  
38 exercise of that right and opportunity are set forth in this Agreement. Except as specifically stated in  
39 this Agreement, the District and the Association for the duration of this Agreement each voluntarily  
40 and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any  
41 subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

42  
43 **Section 17.3. Invalid Sections.**

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





1 **Section 17.4. Conflict with Law.**

2 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with  
3 state or federal statutes or regulations promulgated pursuant thereto.  
4

5 **Section 17.5. Renegotiation.**

6 In the event either of the two (2) previous sections is determined to apply to any provision of this  
7 Agreement, such provision shall be renegotiated pursuant to Section 17.3.  
8

9 **Section 17.6. Levy Passage.**

10 Salary increases above the state funded dollars are contingent upon successful levy passage and two  
11 levy collections per school year.  
12  
13  
14

15 **ARTICLE XVIII**

16 **NO STRIKE**

17  
18  
19 **Section 18.1.**

20 The Association agrees that there shall be no work stoppage or interruptions of regularly assigned  
21 duties during the life of this Agreement.  
22  
23  
24

25 **ARTICLE XIX**

26 **BARGAINING UNIT SUBSTITUTES**

27  
28  
29 **Section 19.1.**

30 Relevant to Washington Public Employment Relations Commission Decision #2043 PECB,  
31 January 10, 1985, substitutes who work greater than thirty (30) cumulative days in a given year shall  
32 be paid according to Schedule A. Rights of said substitutes identified shall be limited exclusively to  
33 those items in this Article.  
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**SIGNATURE PAGE**

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PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

PENINSULA MAINTENANCE/GROUNDS/  
WAREHOUSE CHAPTER

PENINSULA SCHOOL DISTRICT #401

BY:                   /signed/                    
                  Stephen Horwath, Chapter President

BY:                   /signed/                    
                  Karen Andersen, Chief Financial Officer

DATE:                   06/11/2021                  

DATE:                   06/11/2021                  



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**SCHEDULE A**  
**PENINSULA MAINTENANCE / GROUNDS / WAREHOUSE**  
**SEPTEMBER 1, 2021 TO AUGUST 31, 2022**

<b>POSITION DESCRIPTION</b>	<b>STEP 1 – 5 BASE RATE</b>	<b>STEP 6 – 13 YR 5 + 2.75%</b>	<b>STEP 14 – 19 YR 13 + 2.0%</b>	<b>STEP 20+ YR 19 + 2.0%</b>
<b>HVAC FOREMAN</b>	<b>\$37.25</b>	<b>\$38.27</b>	<b>\$39.04</b>	<b>\$39.82</b>
<b>HVAC TECHNICIAN</b>	<b>\$32.90</b>	<b>\$33.80</b>	<b>\$34.48</b>	<b>\$35.17</b>
<b>MAINTENANCE FOREMAN</b>	<b>\$34.00</b>	<b>\$34.94</b>	<b>\$35.64</b>	<b>\$36.35</b>
<b>MAINTENANCE TECHNICIAN</b>	<b>\$28.89</b>	<b>\$29.68</b>	<b>\$30.27</b>	<b>\$30.88</b>
<b>GROUNDS FOREMAN</b>	<b>\$31.25</b>	<b>\$32.11</b>	<b>\$32.75</b>	<b>\$33.41</b>
<b>GROUNDS TECHNICIAN</b>	<b>\$26.52</b>	<b>\$27.25</b>	<b>\$27.80</b>	<b>\$28.36</b>
<b>WAREHOUSE</b>	<b>\$28.25</b>	<b>\$29.03</b>	<b>\$29.61</b>	<b>\$30.20</b>
<b>COURIER</b>	<b>\$25.87</b>	<b>\$26.58</b>	<b>\$27.11</b>	<b>\$27.65</b>
<b>SEASONAL - HOURLY</b>	<b>\$17.27</b>			

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