



Collective Bargaining Agreement

**Chimacum School District
and
Chimacum Custodial Grounds
Maintenance Association
2022-24**

**Chimacum Custodial – Grounds - Maintenance Association
and
Chimacum School District**

**Collective Bargaining Agreement
September 1, 2022 - August 31, 2024**

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**AGREEMENT BY AND BETWEEN
CHIMACUM CUSTODIAL GROUNDS/MAINTENANCE ASSOCIATION
AND
CHIMACUM SCHOOL DISTRICT NO. 49
September 1, 2022 - August 31, 2024**

This agreement is entered into by Chimacum School District No. 49, hereinafter referred to as the “District”, and Chimacum Custodial/Grounds/Maintenance Association/Washington Education Association, hereinafter referred to as the “Association”, to set forth wages, hours, and other conditions of the employment relationship as allowed for under RCW 41.56.

ARTICLE I – RECOGNITION

Pursuant to Chapter 228, the Employer hereby recognized the Association as the exclusive bargaining representative for all regularly employed custodial, grounds, or maintenance positions.

Substitutes and temporary employees shall not be considered to be regularly employed.

Such representation shall exclude the superintendent, assistant superintendents, district directors, principals, assistant principals, and certificated teachers.

The term “employee” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined in this section except that substitute employees as defined in Article III: Substitutes and Temporary Employees.

ARTICLE II - ASSOCIATION MEMBERSHIP

- A. All employees working under this agreement on its effective date who are then members of the sole and exclusive bargaining unit, Chimacum Custodial Grounds Maintenance Association and all employees who become members of the Association/Washington Education Association (WEA) / National Education Association (NEA).

All employees who become members of the Association during their employment by the District, shall remain members in good standing for the life of the agreement.

Employees may not be required to join the Association as a condition of employment.

- B. The requirement to join and remain a member in good standing shall be satisfied by the payment of regular fees and dues uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit.
- C. The District agrees to provide the Association the name, home address, telephone number, work email, work location, department, and job title of each bargaining unit member at least annually, and when requested by the Association. The District will submit the same information whenever a new bargaining unit member is hired into the district throughout the year within five (5) working days of board approval to hire.

D. Presenting information about the exclusive bargaining representative—Access to new employees. (RCW: 41.56.037)

The District must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the employer and the exclusive bargaining representative.

1. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.
2. "Reasonable access" for the purposes of this section means:
 - a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit;
 - b) The access is for no less than thirty minutes; and
 - c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.
3. Nothing in this section prohibits an employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.

E. The Association has the right to represent bargaining unit members on any employment-related matter.

F. Fees, assessments, and political contributions, which are all annual obligations to the Association” for employees. The annual amount will be deducted in equal amounts on each employee’s monthly pay warrant as documented in the employee’s completed association membership form. Association deductions shall be made without cost to the employee or Association.

G. The transmittal of all dues and fees will occur within five (5) working days after the deduction is made and each transmittal will include the name of each employee for whom the deduction was made, and the amount deducted from each employee’s pay.

H. Employees who wish not to join the association will notify the Washington Education Association in writing. Washington Education Association will notify the District in writing of any revocation of Association dues in a timely manner. The District will notify the Union prior to stopping payroll deduction of dues.

I. Hold Harmless Language

Nothing in this article shall render the District liable for payment of any dues or fees to the Association.

The association agrees to indemnify and hold harmless the district for any claims or challenges associated with this article and will be responsible for any legal fees associated with defending this article.

ARTICLE III - SUBSTITUTE AND TEMPORARY EMPLOYEES

DEFINITIONS

Substitute employee: An on-call employee who fills in for a permanent employee who is absent or on leave.

Short Term substitute employee fills in for a permanent employee who is on leave for less than twenty (20) consecutive days.

Long Term substitute employee fills in for a permanent employee who is on leave for more than twenty (20) continuous days.

Short Term temporary employee works for a predetermined length of time and less than forty (40) days. A short-term temporary employee may be filled from the district established substitute hiring pool; not limited to one time in a year.

Long Term temporary employee works for more than forty (40) days and is necessary to assist in a custodial, grounds or maintenance project; seasonal workload relief; and to maintain the safety of the district. A long-term temporary assignment shall be posted.

- A. When a substitute or temporary employee is employed for more than 240 hours within any school year (September 1 - August 31) and continues to be available for employment as a substitute; beginning on the 241st hour, the rate of pay shall be increased to Tier II substitute wages and shall remain at Tier II while substitute remains on substitute list and is available for work.
- B. Temporary employees may be pulled from their temporary assignment to substitute or cover for regular employees. Regular employee assignments are considered high priority and the district will endeavor to fill these positions first.
- C. Temporary positions are available to regular employees on non-scheduled works days.
- D. Regular employees may be reassigned to a long-term temporary position. The regular employee's position will be backfilled with the most qualified applicant from the substitute hiring pool. Agreement exemption provisions will apply to the backfilled position. Once the long-term temporary position is finished, the regular employee will return to their previous position. All seniority provisions will apply to the regular employee.

- E. An employee placed on a short term or long-term temporary assignment with a higher rate of pay, shall receive the higher rate of pay during the entire period of the assignment. The employee will be paid the difference between current rate of pay and Step 1 of the classification for the temporary assignment if the difference is positive. This will start after the first 30 minutes of the daily assignment. This provision shall apply only to bargaining unit work. This provision does not apply to the Maintenance I position because the pay rate includes a higher rate of pay for the classification. Pay for Maintenance I is a blend of Maintenance II and Grounds on a yearly average, not a daily work assignment basis.

Rights of Short and Long Term Temporary or Short- and Long-Term Substitutes

Temporary or substitute employees shall have no rights to continued employment with the District and shall not be considered members of the bargaining unit should in-house positions become available. Less than twelve (12) month employees still qualify for in-house positions posted during the summer.

Substitutes and temporary employees are covered by the terms of the collective bargaining agreement except for the following sections noted below:

Seniority Accumulation	Retirement
Vacancies, Transfer, Promotion	Sick Leave
Leaves	Medical Benefits (SEBB Rules Apply)
Holidays	Evaluations
Employee Personnel File	Layoff and Recall
Vacations	Dues

ARTICLE IV - MANAGEMENT RIGHTS

It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights, in accordance and subject to applicable laws, regulations and the provisions of this Agreement, is the right to direct the workforce, the right to hire, promote, retain, evaluate, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for just cause; and the right to release employees from duties because of lack of work, lack of funds or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the bargaining unit are to be conducted.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement as well as the obligations imposed by District Policies and Procedures and Washington State Law.

It is recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss, consult, or negotiate regarding matters concerning wages, hours, benefits, working conditions and grievance procedures.

ARTICLE V - CONDITIONS OF EMPLOYMENT

- A. Full Time Employee: A regular full-time employee normally works a continuing schedule of forty (40) hours per week, two hundred and sixty (260) days per year.

Starting September 1, 2019, the district will hire a Maintenance I full time position. Note: If the BEA K-12 student FTE ends a year with less than 700 FTE, this position may be reduced the following school year to a 200-day employee.

- B. School Year Employee (200 days per year): A school year employee normally works a schedule of forty (40) hours per week, two hundred (200) days per year. The district will provide employee with a copy of their work calendar.

a. The calendar for the 200 days per year employee will be determined by the district: An example of the 200 day per year employee fifteen (15) days before school, 180 school days, one (1) semester break day and four (4) days after the last day of school.

- C. School Year Employee (190 days per year): A school year employee normally works a schedule of forty (40) hours per week, one hundred and ninety (190) days per year. The district will provide employee with a copy of their work calendar.

Note: previously grandfathered 185-day employees will be increased to 190 days starting with the 2019-20 school year.

The calendar for the 190 day per year employee will be determined by the district. An example of the 190 day per year employee five (5) days before school, 180 school days, one (1) semester break day and four (4) days after the last day of school.

- D. The regular work week for employees, shall consist of five (5) consecutive days out of seven (7), normally Monday through Friday, eight (8) hours per day, forty (40) hours per week.
- E. Employees receive a rest period of at least ten (10) minutes on the employer's time, for each four hours of time worked. Employees are entitled to a meal period of at least thirty (30) minutes. If the employee is required by the District to remain on the employment premises during the meal period, the meal period shall be on the District's time.
- F. At the beginning of each new school year, employees shall be provided copies of personnel work sheet which include:
1. The basic number of hours and days expected to be worked.
 2. Rate of pay and position.
 3. Number of paid holidays.

4. Number of days sick leave for the current year.

G. The custodial employees shall be supervised by the Director of Maintenance.

H. The District shall establish a list of qualified substitutes and make a bona fide attempt to employ custodian substitutes during any full day absence unless requested otherwise by the supervisor.

I. Employees may, by mutual agreement with the supervisor, alter their shift pattern on a temporary basis.

J. If the school day or building sites are deemed unsafe for employees to report to work due to inclement weather, and if the 260-day employee feels their personal safety is at risk, the employee will call and report the absence to the building principal and Director of Maintenance. In order to ensure that the employee will not lose a day's pay, the employee will be able to initiate one of the following options:

1. The employee may utilize a day of sick leave
2. The employee may use a vacation day or personal day

If schools are closed due to inclement weather during a reduced day (i.e. Early Release), the employee is still expected to do their eight hour (8) job.

K. The District agrees not to employ students, teachers and administrators to perform duties traditionally assigned to employees covered by this agreement in such manner as may result in a reduction of hours for any employee covered by this agreement.

L. Vacancies/New Positions

Should a present position covered by this agreement become vacant or if the District creates a new position appropriate to this bargaining unit and expected to last longer than sixty (60) consecutive days, the following shall apply:

1. The District shall post this position at least five (5) days prior to permanently assigning an employee. Interested employees shall apply in writing. Vacancies shall be sent by email to all staff.
2. Employees shall have five (5) days from the time of posting of the notice to make application for the position which shall not be permanently filled during that time. Applicants shall be considered according to seniority, quality of service, and ability to do the work. If internal applicants do not receive the position, a written rationale will be provided to them upon written request.
3. Employees transferred or promoted to a new position will be given fifteen (15) workdays trial experience and if the results are not satisfactory, the employee or the District may determine that the employee shall be entitled to return to his or her former position or one

of equal rank. The District may fill the employee's former position during the trial period with a temporary non-Association employee.

- M. The District shall make job descriptions available to the employees which have been prepared or which have been amended and notify the affected employee one (1) week prior to making any significant change in the job description.

N. Discipline and Discharge

1. An employee who has completed a probationary period of ninety (90) days may be disciplined and/or discharged only with just cause. The District shall have sole discretion in the determination to discharge or discipline an employee on probationary status.
 2. Except in cases of gross misconduct, the district shall follow progressive discipline. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions and training or support based upon various factors, including but not limited to: (a) the seriousness of the misconduct; (b) the number of times it has occurred; (c) prior acts of misconduct; (d) the attitude and cooperation of the employee; (e) the employee's work history; and (f) the totality of the circumstances.
 3. Prior to the administration of discipline, the district will attempt to address concerns through non-disciplinary measures including but not limited to: informal coaching, conversation and counseling, professional development for staff, and letters of direction.
 4. The steps of progressive discipline shall be as follows:
 - 1) Letter(s) of reprimand
 - 2) Suspension without pay
 - 3) Discharge
 5. Nothing in this section shall be interpreted to interfere with or negate the rights of employees to statutory due process procedures as outlined in state law or such rights established by the Chimacum School District Board policies.
- O. The District shall strive to provide good work time relationships. If the workload exceeds reasonable levels, the employee shall have the right to present such a situation to the District, together with a plan for resolving the perceived unreasonable situation, and expect a timely and considered response.

P. Nondiscrimination

The District is an equal opportunity employer, and members will be treated by the District in all aspects of employment without discrimination based on race, ethnicity, religion, creed, color, national origin, age, veteran or military status, sex, sexual orientation, gender expression or identity, marital status, the presence of any sensory, mental or physical disability, or the use

of a trained guide dog or service animal by a person with a disability, unless disparate treatment is based upon a bona fide occupational qualification and it is determined that the employee cannot properly perform the essential functions of a position with or without reasonable accommodations.

Q. Professional Development

The district will compensate members at their hourly rate to attend classes required by the District and reimburse travel expenses per board policy and pay for any other necessary out of pocket expenses.

ARTICLE VI – SENIORITY

- A. Seniority shall be defined as the length of continuous service which begins at the most recent date of District hire. By December 1 the District will provide the Association with a seniority list for staff. Two or more new hires on same date will be determined by the District. Qualifications, abilities and evaluations may be used as a tie breaker and written notice given to the association prior to employee notification.
- B. Seniority, evaluation and qualifications to do the work shall be equal factors for consideration for promotion and/or exchange of jobs.
- C. Seniority shall be broken by:
 - 1. twenty-four (24) months separation after a reduction in force;
 - 2. a voluntary quit; or
 - 3. discharge for cause.

ARTICLE VII - REDUCTION IN FORCE

- A. In the event of a reduction in force, seniority within the general job classification, ability to perform the duties of the position and quality of service to the District shall be considered equally in determining the order of layoff within each of the general job classifications. If an employee has worked in more than one (1) job classification that employee shall retain length of service within the job classification.
- B. General job classifications shall be: maintenance, custodial, grounds keeping.
- C. An employee who is terminated by a reduction in force shall be placed in an employment pool and rehired as positions become available by application of the same criteria set forth above (i.e., seniority, ability to perform the duties of the position.) An employee in the pool shall retain preferential rehire rights over an employment candidate not in the pool for two (2) years provided the employee provides the District with a current address and phone number and makes application for the first available vacant position within five (5) days of notice of the vacancy during the school year and ten (10) days' notice during the summer. Notice shall be

in writing. An employee who is rehired by the District within the twenty-four (24) months shall retain accumulated leave and seniority. Seniority will not accrue while in the pool.

- D. An employee who does not accept a position for which he/she is eligible pursuant to this section, then employee will be dropped from the employment pool.
- E. Employees to be laid off shall receive advance written notice of no less than twenty-one (21) calendar days. The Association shall be presented with a layoff list no less than twenty-one (21) calendar days prior to the employee layoffs.
- F. An employee shall retain seniority in each position within the bargaining unit that the employee works or has worked. The employee whose assigned hours have been reduced or eliminated due to layoff may bump into the hours of another position where seniority is retained. They must be able to perform the essential functions of the assignment into which he/she bumps.
- G. The District and the Association agree that if a reduction in force is necessary, the district will first reduce additional days granted to school year employees on September 1, 2019. School year custodians would be reduced from 200 to 195 days and 190 to 185 days.

ARTICLE VIII – LEAVES

The leaves defined below apply to employees working 180 days or more. Employees working a partial year will receive the same leaves on a pro-rata basis. Unless specifically stated, leaves are non-cumulative.

Sick leave and personal leave defined below will be front-loaded. In the event an employee terminates employment before the end of the school year, leave balances will be adjusted to reflect earned leave. If unearned leave has been used and paid, those monies already paid will be deducted from the employee's final paycheck.

A. Sick and Emergency Leave

1. Employees may use accrued sick leave or other accrued leave, at the employee's choice, to care for an employee's child, spouse, registered domestic partner, parent, parent-in-law, grandparent or individual under the primary care of the employee who has a serious health condition or an emergency condition.
2. Such leave may be used for doctor and dentist appointments when such appointments must be scheduled during the workday.
3. Leave shall accumulate from year to year and may be cashed in according to the provisions of state law as now or hereafter may be amended.
4. School year employees who work at least thirty (30) days in the summer will earn an additional day of sick leave.

5. Employees that work two hundred (200) days per year, not including holidays, and work at least ten (10) days in August, will be granted one additional day of sick and emergency leave. This does not include additional time paid from a timesheet.
6. The number of sick leave days will be on the personnel work sheet provided at the beginning of the school year and will be available online through Skyward: Employee Access.
7. The employee shall notify the lead custodian or on-duty personnel at least (1) hour prior to his or her starting time, if possible, of his or her inability to work.
8. The District may require an employee to provide a doctor's certificate of illness or injury after five (5) consecutive days of absence.

B. Bereavement Leave

1. Employees shall be granted, as needed, up to five (5) days at regular pay for absences due to death in the "immediate household" or "family". For this purpose, immediate family is defined to include employee's husband, wife, parent, brother, sister, child, son-in-law, daughter-in-law, father-in-law, or mother-in-law, but not necessarily in the same household.
2. Death in the "not immediate family" will be occasion for two (2) days of leave with pay. For this purpose, immediate family is defined to include niece, nephew, aunt, uncle, brother-in-law, sister-in-law, grandchild, or grandparent.
3. Such leaves shall not be accumulative, nor shall it be reduced from the employee's total accumulated illness and injury leave.
4. Additional bereavement leave may be granted at the discretion of the Superintendent.

C. Judicial Leave

1. In the event an employee is summoned to serve as a juror or appear as a witness in court for the District, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation shall not exceed the employee's normal daily pay less bona fide expenses.
2. In the event that an employee is a party in a court action, such employee may request a leave of absence.
3. If any employee serves more than two (2) hours of jury duty in anyone (1) day and is assigned to the swing shift (2nd shift), he/she shall not be obligated to report for work following jury duty on such days.

D. Military Leave

Military leave shall be granted in accordance with current law.

E. Personal Leave

1. Three (3) days of personal leave shall be provided for school year employees to attend to personal or business matters that cannot reasonably be accomplished at times other than during the workday.
2. Personal leave must be used in half or full workday increments.
3. Personal leave may be taken during the first ten (10) workdays of the school year and the last two (2) days of the employee work year for school year employees only under exceptional circumstances. The reason for the leave requested during these times must be stated and administrative approval is required in advance.
4. Leave shall not be taken before or after a school holiday or three-day weekend without the express approval of the Director of Maintenance.
5. Under no circumstances shall leave be granted for purposes in which an employee is engaged in work for compensation other than for the District.
6. Employees shall, whenever possible, give notice to the supervisor of his/her intention to exercise personal leave within (5) days of anticipated leave.
7. Unused personal leave may be accumulated up to a total of five (5) days. Not more than five (5) days can be used in one school year.
8. In the event a member accumulates more than five (5) days of personal leave, excess days will be converted to sick leave at the end of the school year.
9. Personal leave shall not be charged to sick leave.

F. Disability Leave (L&I)

In the case of an industrial injury and/or disability which necessitates a leave of absence, said leave shall be granted for up to eighteen (18) months upon continuing certification of injury and/or disability unless employee remains on L&I.

On the Job Injury and Leave (L&I)

- G. When an employee is injured on the job and is unable to perform his/her duties as a result of an on the job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may elect to use leave as follows:

1. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD) benefit payment from the District's industrial insurance; or
2. Elect to use a full day of accumulated leave (sick annual, or other similar benefit) in addition to their entitled TTD benefits; or
3. Elect to use a proportionate share of accumulated leave to make up the difference between their workers' compensation payments and the employee's regular pay at the time of injury.

H. Association Leave

1. The District will grant a total of twenty (20) days to the Association President, President-elect or a designee of the Association for purposes of negotiations, grievance administration or other meetings. Association leave includes, but is not limited to attendance at district meetings, attendance at regional, District, State, and National meetings of the Association, including Representative Assembly. Notice of intent to take leave must be presented to the Superintendent or designee at least one (1) day in advance of the leave.
2. The Association shall reimburse the District for the costs of providing a substitute for each day utilized.
3. The Association agrees to indemnify and hold harmless the District for any liability incurred by the District in granting of such leave.

I. Family and Medical Leave

Federal FMLA

The District is required to follow the Federal Family Medical Leave Act (FMLA). (Refer to School Board Policy 5404: Family Leave for additional information.)

State Paid Family Medical Leave Act (PFMLA)

Starting on September 1, 2019 a total premium of 0.4 percent up to the social security cap will be assessed to each employee. The employee is responsible for up to 63% of the premium.

Benefits start January 1, 2020 as defined by Washington Employment Security Department.

J. Long Term Services and Supports

Starting July 1, 2023 Chimacum School District will deduct from employee wages the required premium of fifty-eight hundredths of one percent of the individual's wages as required by the law and administered by Washington State employment security department. (Second Substitute House Bill 1087)

K. Leave of Absence

1. Employees may take a leave of absence at the approval of the Superintendent.

2. Leave of absences without pay shall be granted for the following reasons:

- a. serious illness which exceeds accumulated sick leave
- b. serious illness in the immediate family
- c. other reasons acceptable to the District

3. Leave of absence without pay shall initially be granted for up to six (6) months and may be extended for an additional six (6) months upon written application from the employee.

ARTICLE IX - SICK LEAVE SHARING

The District is required to follow RCW 28A.400.380, RCW 41.04.650 through .655 and the relevant regulations of Chapter 392-126 WAC.

Sick leave sharing is implemented through School Board Policy 5406 and related procedures located on the district's website. In addition, copies may be obtained from the district office.

ARTICLE X - ANNUAL SICK LEAVE CASH-OUT

In January of every year, an eligible school district employee who has accumulated over sixty (60) full days of unused sick leave may exchange for money the excess sick leave accumulated during the previous calendar year. For each unused full day of sick leave which is in excess of the sixty (60) days and which was earned during the previous calendar year, the employee may receive twenty-five (25) percent of the employee's current, full-time daily rate of compensation. In other words, an employee may receive one day's pay for every four days of sick leave.

Up to twelve (12) days of unused sick leave may be cashed out each year. An employee who wishes to turn in such sick leave must, during the month of January, provide the school district with written notice of his/her intent to convert excess sick leave days to monetary compensation. (RCW 28A.58.096)

ARTICLE XI - LEAVE OF ABSENCE

A. Leave of absences without pay shall be granted for the following reasons:

1. serious illness which exceeds accumulated sick leave
2. serious illness in the immediate family
3. other reasons acceptable to the District

B. Leave of absence without pay shall initially be granted for up to six (6) months and may be extended for an additional six (6) months upon written application from the employee.

ARTICLE XII – VACATION

A. Vacation for twelve (12) month employees shall be accrued and granted based on the following schedule:

Year 0-4	(10) workdays	Year 8	(18) workdays
Year 5	(15) workdays	Year 9	(19) workdays
Year 6	(16) workdays	Year 10+	(20) workdays
Year 7	(17) workdays		

B. Vacation for twelve (12) month employees:

1. Vacation may be accumulated to twenty (20) days. However, in order to assure that the operation of the District is not disrupted by having too many employees gone at one time, vacation schedules must be worked out by mutual agreement of the employee and the Director of Maintenance. The request shall be in writing and the priority of the request shall be in terms of the date of receipt by the Director of Maintenance and the seniority of employee.
2. The District will maintain a balance of accumulated vacation for each full-time employee which is accessible to employees in the Educator Access portal in Skyward.
3. Employees with the greatest seniority with the District shall have first choice for vacation during summer break provided that requests are received by the supervisor's office in writing by May 1st.
4. If a holiday should fall within the vacation time, that day shall not apply against vacation.
5. Vacation for school year employees shall be granted follows:
 - a. 200-day employees who work a minimum of an additional 240 hours during the school year (excluding overtime); shall be entitled to 40 hours of paid vacation.
 - b. 190-day employees who work a minimum of 320 hours during the school year, (excluding overtime); shall be entitled to 40 hours of paid vacation.
 - c. School year employees that work a total of 248 days during the school year (excluding overtime) shall be entitled to an additional eight (8) hours of paid vacation. These hours are in addition to vacation awarded in C1 or C2. The 248 days will be combination-based days, supplemental days, temporary employee's days and/or extra days, excluding overtime.
6. Such vacation shall be used within one (1) year of earning or cashed out by August 31st of the following year.
7. If an employee accepts a full-time position, their years of service in the bargaining unit shall be counted toward vacation accrual as shown in Article XI-Vacation; Item A, with

the understanding that nine (9) months of past service shall be credited as .75 year in calculating the years of service on the schedule.

ARTICLE XIII - HOLIDAYS

- A. The following holidays shall be granted with pay if they fall within the regularly scheduled work year:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Eve
Independence Day	Day after Christmas
Christmas Day	

A less than twelve (12) month employee who works in the summer and whose scheduled work days include the two (2) days before the holiday and the two (2) days after will receive the holiday pay for the 4th of July and Labor Day.

- B. Holidays falling on Saturday or Sunday shall be observed on the closest Friday or Monday.

ARTICLE XIV - EMPLOYEE LIABILITY COVERAGE

- A. The District agrees to provide liability insurance covering bodily injury and/or property damage resulting from the employee acts or omission while performing or in good faith purporting to perform his or her official duties.
- B. In no event shall the liability of the District exceed the insurance coverage afforded under the policy covering employee liability.
- C. The District will reimburse such equipment loss up to a maximum of \$250 per incident, if loss of such equipment takes place in school buildings or school owned vehicles and such equipment was being used for purposes usual, customary, and incidental to the employee's job. Loss of equipment must result from unforeseen, unexpected or unintended damage.

ARTICLE XV – INSURANCE

SEBB: State Employee Benefit Board

Starting January 1, 2020, school districts in the State of Washington are required to provide medical insurance coverage through Washington State Health Care Authority (HCA), School Employee Benefit Board (SEBB).

District and employees will comply with the SEBB requirements as set out in state law and HCA rules and regulations, these include but are not limited to the following:

- A. Eligible employees for medical coverage as defined by HCA.
- B. Plan offerings, premiums, rates and employee contributions are all determined by HCA.
- C. District payments for employer contributions are determined by HCA.

ARTICLE XVI - GRIEVANCE PROCEDURE

Purpose: The purpose of this article is to provide for a mutually acceptable method for prompt and equitable settlement of employee grievances. It shall not, however, be construed to prohibit an employee and supervisor from informally attempting to resolve differences regarding the interpretation of this agreement or any other differences without resorting to formal grievance.

Definitions: A grievance is a claim by an employee and/or the Association that the express terms of this agreement have been violated by the District.

Procedure: An employee may institute a grievance on his or her own and may request the assistance of the Association. The proper procedure for pursuing adjudication of alleged grievance is as follows:

Step One: Within twenty (20) calendar days of the time a grievance arises or the time when the grievant should reasonably have had first knowledge of its occurrence, the grievant will meet to discuss the grievance with the building principal or appropriate supervisor. In the event the grievance is not resolved at the meeting, the grievant will commit the grievance to writing addressed to the building principal or appropriate immediate supervisor within five (5) working days of the discussion.

The written statement should include 1) the nature of the grievance, 2) the section(s) that allegedly have been misinterpreted or misapplied, and 3) the recommended solution to the grievance. A copy of the Grievance Review Request form also shall be sent to the Superintendent. (Appendix F: Grievance Review Request Form)

Within fourteen (14) calendar days after receipt of the written grievance, the principal or immediate supervisor shall communicate his or her written response to the grievant and the Association, if the grievant has requested the assistance of the Association.

Step Two: If the grievant is not satisfied with the resolution of Step One, he or she may, within fourteen (14) calendar days after receipt of the written response in Step One, submit the grievance to the Superintendent.

Within fourteen (14) calendar days after receipt of the grievance, the Superintendent or his or her designee shall communicate a written response to the grievant and the Association, if the grievant has requested the assistance of the Association. The decision rendered at Step Two shall be considered the final decision of the District.

Step Three: If the grievance is not satisfactorily resolved at Step Two, the grievant or the Association may, within fourteen (14) calendar days after receipt of the written response of the

Superintendent, submit the grievance to the American Arbitration Association or Federal Mediation and Conciliation Services (FMCS) for arbitration under their voluntary labor arbitration rules and within the following guidelines:

1. The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this agreement. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this agreement. Neither shall the arbitrator have any power or authority to make a decision which requires the commission of an act prohibited by law.
2. The arbitrator's decision shall be final and binding on the Association, the employee(s) involved, and the District.
3. The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Time Limits: The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Association to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. The District and the Association may mutually agree in writing to extend the time limits at any one of the steps.

ARTICLE XVII - PERSONNEL FILE

Every employee has the right to inspect any or all of his/her personnel file. This right may be exercised at least once a year. (RCW 49.12.250)

ARTICLE XVIII - EVALUATION

- A. During the first ninety (90) workdays of employment, all new employees will be formally evaluated by the Director of Maintenance.
- B. Each employee shall be evaluated annually at least once, by the Director of Maintenance. Such evaluation shall be completed using the Evaluation form herein less than twelve (12) month employees will be evaluated no later than May 30th and twelve (12) month employees will be evaluated no later than July 30th.
- C. Each evaluation will concern an employee's work performance focusing on strengths and weaknesses with specific suggestions for improvement where appropriate.
- D. The employee will receive a preliminary written evaluation at least twenty-four (24) hours before the scheduled evaluation conference. The Director of Maintenance and the employee shall meet to discuss the contents and finalize the annual evaluation.

- E. Upon the completion of the conference Director of Maintenance and the employee shall sign and date the evaluation. The signature of the employee indicates that the employee has seen the evaluation and does not indicate that an employee agrees with the content.
- F. The employee shall have the right to attach a written explanation to the annual evaluation which shall be permanently attached, provided such written explanation is given to the Director of Maintenance for attachment within ten (10) working days of the evaluation conference.
- G. A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee.
- H. In the event an employee is given an unsatisfactory evaluation that may ultimately lead to dismissal, the District will provide a specific plan of assistance. The employee will be given at least thirty (30) days to implement the plan of assistance.
- I. Such plan shall be written in narrative form and shall include:
 - 1. strengths of the employee;
 - 2. weaknesses of the employee;
 - 3. specific suggestions as to measures the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated; and
 - 4. both the employee and the administrator will sign the plan.
- J. The employee will be reevaluated in writing within forty-five (45) days of an unsatisfactory evaluation.

ARTICLE XIX – OVERTIME; COMPENSATION AND ADDITIONAL TIME

Appendix C

The District recognizes the Association's desire to distribute additional time work assignments equitably between members of the bargaining unit job classifications and who are qualified to perform such work assignments. Appendix C form will be completed by the employee by September 15th to clarify additional time assignment. The District will accommodate the Association's desire for such a distribution of additional time to the extent reasonably possible and with the following understandings:

- A. All time worked over forty (40) hours within one (1) week or eight (8) hours within (1) day shall be paid at a rate of time and one-half. Hours worked on Saturday (except for employees performing substantially grounds keeping duties), Sunday and holidays, shall be compensated at one and one-half times the regular hourly rate of pay.
- B. An employee's regular assignment may not be interrupted by an ~~overtime~~ additional time assignment in another work location.
- C. Each year employees will complete a survey (Appendix C) to inform the district of desired additional work and overtime assignments. The survey will include the following:

1. Preferences of times employee is available for event work or extra grounds work.
 2. After three months of overtime denial or the employee chooses to opt out, the district is not required to keep employee in the seniority work rotation list for the remainder of the current school year.
 3. Assignments will be given in seniority order.
- D. All other employees shall be placed on an additional time list and offered additional time on a seniority rotation basis.
- E. Any employee accepting an additional time assignment as a result of this agreement shall not be entitled to minimum call back time for accepting such an assignment.
- F. On Call Compensation: If all management staff is out of the District and employee is asked be "On Call" for coverage, then employee will receive \$50.00 per day for all non-contracted days (weekends and holidays) of the assignment.
- G. Call-in Compensation: Any employee called in to work outside of his or her regular schedule shall receive a minimum of two (2) hours pay at one and one-half their regular hourly rate. Maintenance, custodial, and grounds keeping employees shall respond to a call-in only when initiated by a district administrator or the Maintenance Director of Maintenance.
- H. Compensated Time: Compensated time in lieu of overtime pay, will be mutually agreed to by the Director of Maintenance and the employee. All compensated time must be used within the scheduled work calendar.
- I. Reporting Compensation: Any employee who reports for their regularly scheduled shift and is released due to lack of work shall receive a minimum of two (2) hours pay at their regular rate of pay.

ARTICLE XX - NO STRIKE / NO LOCKOUT

- A. The Association agrees not to strike during the life of this agreement.
- B. The District agrees not to lockout the members of the Association.

ARTICLE XXI – SAVINGS

It is the intention of the parties to comply with all applicable provisions of State and Federal Law and they believe that each and every part of this agreement is lawful. All provisions shall be complied with unless any such provisions shall be declared unlawful, invalid, or inoperable by court of competent jurisdiction or the State Attorney General. In such event, either party may request renegotiation of such invalid provisions for the purpose of arriving at an adequate and lawful replacement.

ARTICLE XXII – DURATION

This agreement shall be effective September 1, 2022, and shall remain in full force and effect until August 31, 2024. The Association shall give written notice to the District of its desire to change, amend, or modify this agreement for successor years not later than May 1.

- A. Any other provisions of this agreement mutually agreeable to the Association and the District.
- B. The Association President or designee, the Superintendent, and a reasonable number of other persons, if desired, shall meet regularly during the school year to discuss concerns, practices or emerging issues of mutual interest, and to review administration of this agreement.
- C. The District agrees to open the contract if legislation increases the allocation for classified employees based on the following criteria for 2023-24

Minimum increase of 2% in 2023-24 based upon current projected IPD. If state funding is greater than 2%, then the actual IPD will be used for wage increase but the maximum increase shall not exceed 4%. If the maximum increase is greater than 4%, then the parties will reopen to bargain wages only. Should the state reduce or increase regionalization then either party may reopen the contract to bargain wages only.

FOR THE ASSOCIATION:



Association President

2/23/2023

Date

FOR THE DISTRICT:



Superintendent

2/23/23

Date

MAINTENANCE / CUSTODIAL / GROUNDS WAGE SCALE 2022-23

Maintenance II	Year 1	Year 2	Year 3	Year 4	Year 5	10 Years	15+ Years
	28.25	29.00	30.08	30.28	30.53	30.78	31.03

Maintenance I	Year 1	Year 2	Year 3	Year 4	Year 5	10 Years	15+ Years
	27.35	28.03	28.96	29.16	29.41	29.66	29.91

Day Custodian	Year 1	Year 2	Year 3	Year 4	Year 5	10 Years	15+ Years
	24.50	25.25	25.77	25.95	26.20	26.45	26.70

Night Custodian	Year 1	Year 2	Year 3	Year 4	Year 5	10 Years	15+ Years
	24.50	25.25	25.77	25.95	26.20	26.45	26.70
Shift Differential	.93	.93	.93	.93	.93	.93	.93

Groundskeeper	Year 1	Year 2	Year 3	Year 4	Year 5	10 Years	15+ Years
	25.25	25.75	26.36	26.53	26.78	27.03	27.28

Shift Differential	3:00 PM	0.47
Shift Differential	5:00 PM	0.93
Substitute Tier I (80%)	Hourly	
	19.60	

Substitute Tier II	Hourly	
	24.50	

CHIMACUM SCHOOL DISTRICT
Custodial Maintenance Association
Grievance Request Form - Step One/Two
(Please Type or Print)

Grievant(s):	
Date of Formal Presentation:	
School:	Phone:
Immediate Supervisor:	
Date Alleged Violation Occurred:	

1. Facts giving rise to the Grievance:

2. Provision(s) of the Agreement alleged to be violated:

3. Remedy (specific relief) requested:

DISTRIBUTION

Immediate Supervisor
Association Representative
Superintendent
Grievant(s)

Signature of Grievant / Date

Signature of Association Representative / Date

Signature of Immediate Supervisor / Date

CHIMACUM SCHOOL DISTRICT**Custodial Maintenance Association Overtime and/or Extra Time Employee Survey**

Complete form by September 15 of each school year in to be considered for additional work.
(ARTICLE XVIII – Overtime; Compensation and Additional Time)

Date:	Employee Name (print):
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FALL	I would like to be offered to work any additional custodial time from September through December.						
	YES / NO		Weekends		Nights		Weekdays
WINTER	I would like to be offered to work any additional custodial time available from January through March.						
	YES / NO		Weekends		Nights		Weekdays
SPRING	I would like to be offered to work any additional custodial time available from April through June.						
	YES / NO		Weekends		Nights		Weekdays
SUMMER	I would like to be offered to work any additional custodial time available from July through August.						
	YES / NO		Weekends		Nights		Weekdays
EVENTS	Work that is done for activities/events that take place outside of the contracted days or hours. Traditionally these events are Arts & Crafts Fair, Port Townsend Symphony and Athletics. Employees sign up for additional work per district policies and timelines that include identification of the specifics days and hours. District Intent: Provide work based upon rotation of employees that have signed up for work.						
	YES / NO	I would like to be offered to work the following events:					
		Arts & Craft Fair		PT Symphony		CSD Athletics	
		Jeff Co Parks & Rec		One Time Groups		<u>Other</u>	
BREAKS	Work that takes place during normal breaks in the school calendar and are not workdays for the employees. Traditionally these are Winter Break, Spring Break and Summer Break. Employees sign up for additional work per district policies and timelines that include identification of the specific days and hours as determined by the district. District Intent: Provide work based on job classification, seniority, ability to do the job.						
	YES / NO	What specific breaks would you be interested in working?					
		Winter		Spring		Summer	

WEATHER	YES / NO	Depending on the snowstorm, weather event, are you interested in working for snow removal or weather emergencies?
EMERGENCIES	Work that is not scheduled and of an emergent level and must be resolved in a timely manner. Traditionally these events have been fire alarms, water damage, events scheduled at the last minute and lack of substitutes. District intent is to respond to the emergency first to protect life and district assets. Assignment of staff will be at the sole discretion of the district. Intent if time allows: District will review Appendix C for employees that are willing to perform emergency work. District will assign work when practical to employees in the job classification, assigned building or area, then seniority.	
	YES / NO	Would you like to be called for emergencies or last-minute work opportunities?

CONTACT INFORMATION

What is the best way to contact you for Overtime, Extra Time and Emergency / Last Minute work?

Phone:	Text:	Email:
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Employees shall be placed on an overtime list and offered overtime on a seniority rotation basis.

After three months of overtime denial or the employee chooses to opt out, the district is not required to keep employee in the seniority work rotation list for the remainder of the current school year.

CHIMACUM SCHOOL DISTRICT #49
Custodial/Grounds/Maintenance Employee Evaluation Form

Employee: _____ Position: _____ Annual: ____ 90 Day: ____

Key: U – Unsatisfactory N – Needs Improvement S – Satisfactory O - Outstanding

Quality and Quantity of Work	U	N	S	O	Comments:
Takes Pride in Work					
Works Accurately					
Keeps Work up to Schedule					
Can Be Depended Upon for Quality Work					
Uses Time Effectively					

Work Habits	U	N	S	O	Comments:
Regular Attendance					
Is Punctual and follows established schedules for meal and rest periods.					
Give Adequate Notice when Absent from Work					
Has a Positive Attitude Towards Work					
Is Adaptable					
Is Willing to Accept Responsibility					
Is Organized					
Suggest Changes to Improve Work					
Handles Emergencies Effectively and follows Department Radio Procedures					
Maintains Confidentiality					
Maintains Neat Work Area					
Takes Care of Equipment					

Technical Ability	U	N	S	O	Comments:
Possesses Related Skills for Position					
Has Specific knowledge of All Phases of the Job					
Operates Equipment Required for the Job					
Takes Advantage of Training Opportunities					
Has Specific knowledge of All Phases of the Job					

Human Relations	U	N	S	O	Comments:
Deals Courteously & Tactfully with fellow Employees					
Deals Courteously & Tactfully with Public					
Deals Courteously & Tactfully w/Students					
Takes Constructive Criticism Well					

Professionalism	U	N	S	O	Comments:
Supports School & District Goals					
Develops Professional Goals					
Models appropriate behavior for Students					
Appropriate attire for the Job					

Additional Comments:

Suggestions for Improvement:

Performance Is: ☐ Satisfactory ☐ Unsatisfactory

I have received a copy of this evaluation and have been allowed to add comments.
Comments must be submitted in writing within 10 working days.

Comments attached: ☐ Yes ☐ No

Signature of Person Evaluated

Date

Signature of Evaluator

Date

(Signature does not necessarily indicate agreement)