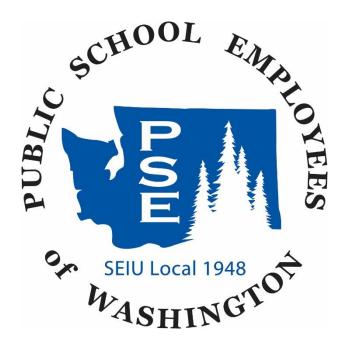
COLLECTIVE BARGAINING AGREEMENT BETWEEN

Chehalis School District #302

AND

Public School Employees of Chehalis

SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948 PO Box 798 Auburn, WA 98071-0798

866.820.5652 www.pseclassified.org

Table of Contents

		<u>Page</u>
PREAMBLE		1
ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II	RIGHTS OF THE EMPLOYER	2
ARTICLE III	RIGHTS OF EMPLOYEES	3
ARTICLE IV	RIGHTS OF THE ASSOCIATION	5
ARTICLE V	CONSULTATION AND NEGOTIATION	6
ARTICLE VI	ASSOCIATION REPRESENTATION	7
ARTICLE VII	HOURS OF WORK	7
ARTICLE VIII	HOLIDAYS AND VACATIONS	9
ARTICLE IX	LEAVES	13
ARTICLE X	PROBATION, SENIORITY AND LAYOFF PROCEDURES	18
ARTICLE XI	DISCIPLINE AND DISCHARGE OF EMPLOYEES	21
ARTICLE XII	INSURANCE AND RETIREMENT	22
ARTICLE XIII	VOCATIONAL TRAINING	23
ARTICLE XIV	ASSOCIATION MEMBERSHIP AND DUES	22
ARTICLE XV	GRIEVANCE PROCEDURE	24
ARTICLE XVI	TRANSFER OF PREVIOUS EXPERIENCE	26
ARTICLE XVII	SALARIES AND EMPLOYEE COMPENSATION	26
ARTICLE XVIII	TERM AND SEPARABILITY OF PROVISIONS	28
ARTICLE XIX	HAZARDOUS SUBSTANCES/ASBESTOS	29
ARTICLE XX	SAFETY	30
SIGNATURE PAGE		30
SCHEDULE A		33-36

PREAMBLE
This agreement is made and entered into between Chehalis School District #302 (hereinafter "District") and the Chehalis Chapter of Public School Employees, an affiliate of the Public School Employees of Washington / SEIU Local 1948 (hereinafter "Association").
In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows.
ARTICLE I
RECOGNITION AND COVERAGE OF AGREEMENT
C. 4 11
Section 1.1. The District hereby recognizes the Association as the exclusive bargaining representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.
Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy or administrative assistant imply a confidential relationship to the board of directors or superintendent of the District.
Section 1.3.
The members eligible for this agreement shall consist of all classified employees in the food service, custodial and maintenance units, excluding the food service supervisor, assistant food services supervisor, district maintenance supervisor, part-time student help, and employees that do not fall under the legal definition of regular part-time employees.
Section 1.4. The District shall have the right to create new positions as long as the position does not last more than thirty (30) working days; provided further, that existing personnel are not shifted to these positions.
Substitute employees working more than thirty (30) working days during any single fiscal year shall be considered regular part-time employees for all purposes of this agreement except Section 10.7. Substitute employees shall accrue sick leave at one (1) hour for every forty (40) hours worked and will

be eligible for medical benefits consistence with SEBB requirements. Such status may not be lost unless the employee separates from employment in accordance with the provisions of this agreement, is a voluntary quit, or is not employed in any given school year.

Section 1.6.

Employees, managers, and supervisors will treat one another regardless of position with dignity, courtesy, trust, and respect. Disputes over the interpretation or application of this provision shall not be subject to the arbitration process of this Agreement.

RIGHTS OF THE EMPLOYER

Section 2.1. 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 except as modified herein and subject to the terms and conditions of this agreement. Included in these rights, without limitation, in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions and job duties; the right to suspend, discharge, demote, or take other disciplinary action against employees; to modify job descriptions for reasonable cause and the right to release employees from duties necessitated by lack of work, loss of revenue, project termination, or for other legitimate reasons. The District shall retain the right of District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2.2.

During the term of this agreement, it is expressly agreed that rights of the board, as contained in this agreement, may be exercised by the board without necessity of prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action. The District reserves the right to require a drug/alcohol test of any employee covered by this agreement whenever there is a reasonable suspicion of misuse. Should such test reveal prohibited drug/alcohol use, the District also reserves the right to make whatever requirements and/or job actions are appropriate as consistent with prevailing laws and regulations.

Section 2.3.

The employer shall have the right to bring matters of personal concern to the attention of the appropriate Association bargaining representative and/or the individual employee over whom the concern is generated; provided, however, this provision shall not be used by the employer to deny to the employee his/her right to be represented by the Association in the event the employee so desires.

Section 2.4.

Nothing contained in this agreement shall limit the District's right to contract or subcontract work that is in addition to that work normally performed by the employees in the bargaining unit. If the District decides to alter or eliminate any operation which would reduce or eliminate any position in the bargaining unit, it shall inform the Association and permit the Association the opportunity of input on the matter prior to implementation of such alteration or elimination.

Section 2.5.

Without limiting the generality of the foregoing or infringing upon the rights of the employees or the Association contained herein, it is expressly recognized that the board's operational and managerial responsibility includes:

A. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or to close old facilities.

B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.



Section 2.6.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to wages, hours, 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.

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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. It is agreed that all employees subject to this agreement shall have the right, freely and without

management coercion, penalty, or reprisal, to join, assist, and hold office in the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the board of directors of the District or to appropriate groups or individuals. The District shall refrain from encouraging or discouraging membership in the employee organization.

Section 3.2.

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

Section 3.3.

So long as it does not unduly disrupt the work operation, employees subject to this agreement have the right to have Association representatives present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4.

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

Section 3.5. Personnel Files.

Section 3.5.1.

The official files on employees are confidential and as such shall be available for inspection only to the supervisory and confidential employees of the District. The employee shall have the opportunity to review all materials, such as evaluations originating from District supervisors, before they are made a permanent part of the personnel file.

Section 3.5.2.

The employee shall have the right to review all materials in his/her personnel file without prior appointment provided that District authorized personnel are available to inventory the file before and after review of the file by the employee.



Section 3.5.3.

Correspondence or materials reflecting on an employee's character or competence shall be placed in the employee's personnel file only after the employee has been shown a copy thereof. Thereafter, the employee shall be allowed to attach his/her written comments or rebuttals in response to such correspondence or materials.

Section 3.5.4.

Copies of personnel file contents may be made by the employee at his/her sole expense.

Section 3.5.5.

All written notices and evaluations will remain in the official personnel record of an employee. An employee may request the removal of any item(s) after one (1) year, except evaluations; the decision shall be at the judgment of the superintendent or designee.

Section 3.5.6.

Any material reflecting on an employee's character or competence not shown to an employee by the District shall not be allowed in any disciplinary action against the employee.

Section 3.6.

All employees subject to this agreement required to work during scheduled Association meetings shall be allowed up to ninety (90) minutes off to attend such meetings to a maximum of one time per month; provided, that such employee make up such time at the end of his/her shift; and provided further, that such meetings shall not interfere with scheduled activities in the District, as determined by the administration.

Section 3.7.

Each employee's performance shall be evaluated at least annually by the employee's immediate supervisor; provided, however, that employees may be evaluated more than once per year at the District's discretion. Bargaining unit members will not administer such evaluations. The employee shall be required to sign a copy of his/her evaluation acknowledging receipt. The employee may attach up to one (1) page of comments. The evaluation form shall be developed by the District and may be changed from one (1) year to the next. The evaluation will cover specific performance in job related tasks, attitude, work-related appearance, direction, and dress among other attributes.

Section 3.8.

All employees are to be hired on a probationary basis for the first ninety (90) days, during which their performance and suitability for the job are to be appraised by their supervisor. Every reasonable effort should be made to help a probationary employee achieve satisfactory performance, but he/she may be terminated at any time during the probationary period with no appeal rights. The reasons for termination will be thoroughly documented, placed in the employee's file, and made available to the Union.

After satisfying the probationary period, each employee will be evaluated at least once annually. Any employee whose performance or conduct does not meet the requirements of their job will:

- A. Be so informed orally by their supervisor.
- B. Be informed that failure to correct the problem will result in a written warning.
- C. Be given an opportunity to correct the deficiency(ies).



An employee who refuses or who is unable to correct unsatisfactory performance or conduct after a month (20 working days) is to receive a written warning. This warning will be communicated through the use of a written memo that specifies the reason(s) for the warning and the corrective action which must be taken by the employee. A time limit of a month (20 working days) will be set. The employee is required to sign a copy of the memo acknowledging receipt, not necessarily agreement.

If an employee fails to correct his/her deficiencies within the twenty (20) working day warning period, a formal probation will be enacted. An employee on probation will be given the specific required improvement(s) in writing which the employee must accept with written acknowledgement. The probationary period shall be thirty (30) working days unless the District agrees to a greater or lesser time period. The employee shall be evaluated at least once during the probationary period and at the end of the probationary period. The District will determine whether the employee has satisfied the probationary requirements; failure to satisfy probationary requirements will result in termination. The initiation of the probation is not subject to the grievance procedure, but an employee retains the rights contained in Article XI of the Collective Bargaining Agreement.

Section 3.9.

The union recognizes that the employer may set general standards of appropriate dress. Food Service employees may be subject to general standards of appropriate dress and are required to wear name badges and an official apron. All other employees may be required to wear name badges.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association reserves and retains the right to delegate any right contained herein to appropriate officials of the Public School Employees of Washington / SEIU Local 1948 state organization.

Section 4.2.

PSE is entitled to have an observer at hearings conducted by the Employer and its officials arising out of a grievance and to make known PSE's views concerning the case. The Employer will provide PSE notification of grievances at the Step 3 level and disciplinary actions at the probation level within five (5) working days.

Section 4.3.

The Union shall have up to thirty (30) minute orientation with new employees during an employees' regular work hours within ninety (90) days of the employees' start date. The orientation will be for the purpose of presenting information about the Union to the new employee. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect fees. Attendance at such orientation by a new employee is voluntary (time will be paid).



Section 4.4.

 The Association shall at the new employee orientation supply each new employee with a copy of the current bargaining agreement.

Section 4.5.

The president of the Association and other local designated Union officials will be permitted time off up to a maximum of twelve (12) days per year (total for all persons) to attend to Union business. The Employer will accept reimbursement for the employee's missed time for cost of substitute, if used, if the employee prefers to stay on District pay. Members of the Union may also request permission to attend training opportunities on District time; the decision will be the province of the Employer.

Section 4.6.

Representatives of the Association, after checking in with the school office, shall have admittance to the District premises during business hours, provided that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

Section 4.7.

The Association may, after October 1 of any year, request the name, position, hire date, and rate of pay for each bargaining unit member.

Section 4.7.1.

The Employer shall provide information about substitute and temporary employees periodically upon request of the Association president.

Section 4.8. Bulletin Boards.

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

Section 4.8.1.

The responsibility for the prompt removal of notices from the bulletin space after they have served their purpose shall rest with the individual who posted such notices.

ARTICLE V

CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are wages, hours, grievance procedures and working conditions of those employees in the bargaining unit subject to this agreement.



Section 5.2.

2 Except as specifically provided for in this agreement, and except pursuant to the provisions of

3 Article XVIII, the matters contained in or spoken to in this agreement are not subject to further

negotiation between the parties during the term of this agreement.

Section 5.3.

The Association will, from time to time, as appropriate, be advised of current and predicted workload information.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association representatives may represent the Association and employees in grievance and collective bargaining procedures. They may advise employees of rights and procedures outlined in this agreement and applicable regulations for resolving the grievance(s).

Section 6.2.

Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees grievances. Association representatives will guard against the use of excess time in handling of such matters. Unless the District and the Association mutually agree, time during working hours shall not be allowed for negotiation sessions.

Section 6.3.

Either party may request two (2) meetings per year for the purposes of general communication at a mutually agreed upon time and place.

ARTICLE VII

HOURS OF WORK

Section 7.1.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to work a workweek of any five (5) consecutive days followed by two (2) consecutive days of rest.

Section 7.2.

Each employee shall be assigned to definite and regular work hours and work week, which shall not be changed without prior notification to the employee of at least ten (10) work days, except in emergency situations or conditions, or if the District and Association agree to waive the ten (10) day notification.

Section 7.3.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first shift is defined as any work shift beginning between 5:00 a.m. and 11:59 a.m. The second shift is defined as any work shift beginning between 12:00 noon and 9:59 p.m.

Section 7.3.1.

The first shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.2.

The second shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.3.

The length of shifts in the foregoing sections shall apply to 1.0 FTE employees only.

Section 7.4.

The District shall comply with applicable laws and regulations as regards required rest periods and lunch breaks for employees covered by this agreement.

Section 7.5.

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

Section 7.6.

Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification, provided that such an employee has worked one (1) day or more in the higher classification position. Subsequent times filling the same higher classification position by the same employee will be compensated at the higher rate for the entire time worked.

Section 7.7.

In the event of school closure due to unforeseen circumstances, the District will make reasonable effort to notify each employee to refrain from coming to work. Employees reporting to work due to the failure of the District to make reasonable effort of notification shall receive two (2) hours pay at their base rate.

Section 7.8.

District designated food service employees shall receive paid time before the school year begins for preparation, after school ends for clean up, and time during the summer for planning as determined by the District.

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Section 7.9.

The District will comply with RCW 28A.405.070 and Policy 5222 as regards job sharing.

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Section 7.9.1.

Employees in two (2) classifications would be on two (2) seniority lists.

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Section 7.10. Overtime.

Overtime assignments shall be available to all employees within the classification where overtime occurs. The District shall make overtime assignments based on alternate assignments that provide relative equal participation by employees, skills required, emergency conditions, and availability of the employee.

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Section 7.10.1.

All hours worked in excess of eight (8) hours per day or forty (40) hours per regular work week shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) times the employee's base pay.

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Section 7.10.2.

All District required hours worked on the sixth (6^{th}) and seventh (7^{th}) consecutive days shall be compensated at the rate of one and one-half $(1\frac{1}{2})$ times the employee's base pay.

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Section 7.10.3.

Food service employees who are required by the District to perform special services outside their regular work shift shall be compensated at one and one-half $(1\frac{1}{2})$ times their base rate.

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Section 7.10.4.

Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

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Section 7.11.

Employees subject to this agreement shall be eligible to apply for other District authorized positions.

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ARTICLE VIII

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HOLIDAYS AND VACATIONS

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Section 8.1. Holidays.

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Section 8.1.1.

All employees working forty (40) hours per week shall receive the following paid holidays that fall within their work year.

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1	1. New Year's Day*	8. Veterans' Day
2	2. Martin Luther King Day	9. Thanksgiving Day
3	3. Presidents' Day	10. Day after Thanksgiving
4	4. Memorial Day	11. Christmas Day**
5	5. Juneteenth	12. Day after Christmas
6	6. Independence Day	13. New Year's Eve
7	7. Labor Day	13. New Tear's Live
	7. Labor Day	
8	*When New Veer's Day fells on a Seturday of	or Sunday, the heliday will be taken on the Eriday
9		or Sunday, the holiday will be taken on the Friday
10	immediately preceding that weekend.	
11	**When Christmas Day falls on a Catuaday o	a Creador, the helider will be talven on the Mander.
12	· · · · · · · · · · · · · · · · · · ·	r Sunday, the holiday will be taken on the Monday
13	immediately following that weekend.	
14	0.4.0444	
15	Section 8.1.1.1.	
16	·	s, employees shall collectively schedule the 261 st
17	day on the second day following Chri	stmas.
18		
19	Section 8.1.2.	
20		ours per week shall receive the following paid
21	holidays that fall within their work year.	
22		
23	 Thanksgiving Day 	7. Presidents' Day
24	2. Day after Thanksgiving	8. Martin Luther King Day
25	3. Christmas Day*	9. Memorial Day
26	4. Day after Christmas	10. Juneteenth
27	5. New Year's Eve	11. Labor Day
28	6. New Year's Day**	12. Veterans' Day
29	,	
30	* When Christmas Day falls on a Saturday or	Sunday, the holiday will be taken on the Monday
31	immediately following that weekend.	~ ~ ··································
32	mand drawery reason many water to reason and	
33	**When New Year's Day falls on a Saturday	or Sunday, the holiday will be taken on the Friday
34	immediately preceding that weekend.	or saircuj, the horioup will be unter on the Hiddy
35	miniodiatory proceding that weekend.	
36	Section 8.1.3. Unworked Holidays.	
37	<u> </u>	their normal work shift at their base rate in effect
		ho are on the active payroll on the holiday and
38	· · · · · · · · · · · · · · · · · · ·	_ · ·
39	·	preceding the holiday or their first scheduled shift
40	succeeding the holiday, and are not on leave	
41	• • • • • • • • • • • • • • • • • • • •	direment will occur if employees can furnish proof
42		ness they were unable to work on either of such
43	<u> -</u>	lay, by reason of such illness, has not been longer
44	than thirty (30) regular work days.	
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Section 8.1.4. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half $(1\frac{1}{2})$ their base rate for all hours worked on such holidays.

Section 8.2. Vacations.

Section 8.2.1. Eligibility Requirements.

A. Regular employees, regardless of position, working forty (40) hours or more a week.

B. Regular twelve (12) month part-time Custodial-Maintenance employees working less than forty (40) hours per week, including summer work schedules, shall be eligible for a prorated vacation based upon their FTE.

Section 8.2.2. Vacation Length.

 The number of completed years of continuous service with the District determines the length of vacations. Continuous service is calculated from the first day of regular full-time employment (2,080 hours) or rehire, whichever is later. This day is called the employment anniversary date.

Eligible employees earn vacations according to this schedule.

Beginning of Year:

One through Five Years Two Weeks per Year.

Six through Ten Years Three Weeks per Year.

Eleven through Eighteen Years Four Weeks per Year.

Nineteen Years Five weeks per Year.

Section 8.2.3. Cessation Of Vacation Allowance.

An employee will cease to earn a full vacation allowance if he changes from full-time status to a part-time basis of less than forty (40) hours per week. However, he will be entitled to any vacation allowance earned to the date of change if he has completed twelve (12) months or more of continuous service. If he later returns to full-time status, he will begin accruing vacation credits from the new date, with no credit given for earlier service.

Section 8.2.4. Vacation Pay Calculations.

 Vacation pay is calculated at the employee's base rate in effect at the time of his vacation. Vacation time is not counted as hours worked in computing time.

Section 8.2.5. Vacation Period.

 Vacation period is between the employee's employment anniversary dates. The vacation year is defined as the twelve (12) month period between the employment anniversary dates.



Section 8.2.6. Scheduling Of Vacation.

The method of scheduling is according to the desires of employees and the District. Employee desires are given consideration on the basis of seniority in the job, and length of services with the District. Also considered is the wish of married people to coincide their vacation with those of their family. Hand-in-hand with management's responsibility to its employees, is its responsibility to maintain continuous operations. Work stations must also be adequately staffed to avoid placing an undue burden on other non-vacationing employees. Decision on employee schedules will be made with all mentioned above plus those implied. Summer vacations are encouraged. Vacation dates shall be submitted in writing to the immediate supervisor for consideration based on the above mentioned criteria.

Section 8.2.7. Changing Vacation Time.

Once a vacation time has been chosen by the employee, and the remainder of the employees have been scheduled, the schedule will be considered permanent for that year. However, if the employee wishes to change his vacation due to circumstances beyond his control, the management will consider it, but only if the period is available. In this case, an employee cannot move another employee out of his vacation time if that employee does not so consent.

Section 8.2.8. Vacation Accumulation.

Accumulation of vacation is not permitted. Vacations are non-continuous from one year to the next; provided, however, when an extended vacation is planned one year in advance in conjunction with the District, such an extended vacation shall not exceed five (5) weeks in length.

Section 8.2.8.1.

An employee may accumulate up to two hundred and forty (240) hours vacation the year of retirement for experience and service recognition (intended for cash-out purposes).

Section 8.2.9. Splitting Vacation.

Splitting of vacations will be permitted only by consent of both parties.

Section 8.2.10. Effect Of Vacation On Employee Benefits.

The effects of a vacation on employee benefits are as follows.

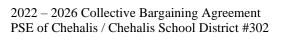
1. Seniority continues.

2. Paid sick leave credits continue.

3. When a legal holiday observed by the District falls within an employee's vacation, he is entitled to a compensating day off with pay within the same calendar year after the holiday at a time agreeable to the supervisor. The day may be taken in conjunction with his vacation.

Section 8.2.11. Vacation Allowance Credit.

Vacation allowances are earned on a month-to-month basis. Vacation days will be front-loaded on the employee's anniversary date. Should an employee terminate for any reason prior to an anniversary date, the final salary is adjusted for the number of vacation days due to, or due from, the employee since the last employment anniversary date as designated in the table below. Pay in lieu of an earned vacation allowance, full or partial, will not be permitted;



except, for the one time catch up from calendar year calculation to the anniversary year calculation, final retirement year per Section 8.2.8.1, or other circumstances mutually agreed to by the parties of this agreement.

The employee's salary is adjusted as follows.

not taken to the date of termination.

The oniproject a suitary is adjusted as remain

2. The employee's final salary is decreased for the number of vacation days taken, but not earned to the date of termination.

1. The employee's final salary is increased for the number of vacation days earned, but

An employee's vacation begins at the conclusion of the last regular work shift prior to the date established as the vacation period.

Partial Vacation Table

Month of Employment From Last Employment Anniversary Date	Vacation Days Earned					
(To Nearest Full Month)	Two Week Basis	Three Week Basis				
1	1	1				
2	2	3				
3	3	4				
4	3	5				
5	4	6				
6	5	8				
7	6	9				
8	7	10				
9	8	11				
10	8	13				
11	9	14				
12	10	15				

In using this table, it must be remembered the employee is eligible to receive those vacation days earned if the employee has worked less than twelve (12) continuous months.

Section 8.2.12. Vacation Buyback.

Unused excess vacation days may be cashed out as of hire date of each year, at the employee's rate of pay on Schedule A.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave And Emergency Leave.

Annually, at the beginning of each school year, all employees shall be credited with an allowance of twelve (12) days with full pay to be used for personal absence from work caused by the employee's



illness, injury and emergencies to the bargaining unit member or bargaining unit member's immediate family with two (2) of these days designated for bargaining unit members to conduct matters requiring the employee's personal attention.

A maximum of twelve (12) days of unused annual leave as contained in this section may accumulate from year to year to a maximum of one hundred eighty (180) days for purposes of RCW 28A.400.210 and 28A.400.220, and for leave purposes up to a maximum of the number of contract days agreed to in a given contract, but not greater than one (1) year.

Section 9.1.1.

At the end of each year, the employer will provide each employee with an accounting of his/her accumulated sick leave.

Section 9.1.2.

Upon return to employment with the employer, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the employer.

Section 9.1.3.

An employee absent five (5) consecutive work days, upon written request of the Superintendent, or Superintendent's designee shall provide to the District within five (5) days of receipt of said request, a written statement from the treating physician certifying continued illness and necessity for continued sick leave status.

Section 9.1.4.

In the event the employee has been on extended sick leave due to injury or extended illness, or communicable disease, the employee shall provide to the District, at one (1) day prior to the date the employee intends to return to work, a written statement of treating physician certifying the employee is able to return to work status without danger to the employee and his/her personnel contacts.

Section 9.1.5. Sick Leave Attendance Incentive.

Sick leave accumulated under this section may be applied toward an attendance incentive plan in the following manner.

1. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one days monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one days monetary compensation; PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

2. At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) days current



monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

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Monies received under this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.

3. All provisions contained herein shall be subject to uniform rules and regulations promulgated by the Superintendent of Public Instruction.

4. Should the legislature revoke any benefits granted under this section, no effected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

5. The District will grant employees who do not use any sick leave during their work year (September 1 - August 31) with an additional "personal day" to be used the following year for each year of this agreement. Employees hired after the beginning of the school year and meet other eligibility requirements and work less than .5 of their work year will receive ½ of their regularly scheduled workday. All others who meet eligibility requirements will receive a full workday.

Section 9.1.6.

Should the one hundred eighty (180) day maximum accumulation of sick leave as noted in this section be modified by legislative or court action, the accumulation of such sick leave for purposes of personal illness and emergency, and the employee attendance incentive plan shall conform to the maximum allowed by the legislative or court action.

Section 9.1.7.

 Employees are eligible for Worker's Compensation benefits as specified by Washington State law.

Section 9.1.8.

 The Employer agrees to negotiate and implement a mutually agreeable leave sharing procedure for classified employees in accordance with the requirements of RCW 28A.400.380.

Section 9.2. Bereavement Leave.

Each employee shall be entitled to five (5) days bereavement leave per occurrence to a maximum of ten (10) days bereavement leave annually, with full pay for absences caused by the deaths of an employee's child, step-child, grandchild, step-grandchild, niece, nephew, spouse, spouse equivalent, parent, step-parent, grandparent, guardian, aunt, uncle, cousin, sibling, step-brother, step-sister, sister-in-law, brother-in-law, or parent-in-law. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative.

Section 9.2.1.

 Employees may be granted one (1) day leave with pay taken from accrued sick leave to attend funerals for close long-term friends or relatives not named above. Extra days may be granted for travel without pay.



Section 9.3. Maternity Leave.

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- Upon application under appropriate circumstances, the District board of directors shall grant maternity leave. Such leave shall commence at such time as the employee, the employer, or her medical advisor
- deem necessary. Employees granted maternity leave must return to work not later than one (1) year
- following the granting of the maternity leave. Before returning to work, the employee must be
- 6 certified by her physician as ready and able to return, and must present such certification of health to
- the District prior to returning to work. No benefits or pay accrue to the employee while on maternity
- leave. Any employee who is granted maternity leave may, at their option, be allowed compensation
 - for maternity leave in accordance with the sick leave provisions herein.

Section 9.4. Judicial Leave.

Employee codefendant or witness for District. In the event that an employee is named as a codefendant or witness for the District in a suit brought against the District or a person or entity other than the Association, and such employee is required to appear in court as a result thereof, such employee shall be compensated at appropriate base hourly rate.

Section 9.5. Jury Duty.

In the event an employee is summoned to serve as a juror, such employee shall receive a normal days pay for each day of actual presence in court.

Section 9.6. Leave Of Absence.

Section 9.6.1.

Upon application through administrative channels, and upon recommendation of the immediate supervisor, the superintendent, and the approval of the board of directors, an employee may be granted a leave of absence, without pay, for a period not to exceed one (1) year. At the discretion of the board of directors, a leave of absence may be granted beyond one (1) year.

Section 9.6.2.

The returning employee will be assigned to the position occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this agreement. It shall be the responsibility of the employer to inform replacement employees of their replacement status and length of employment limitations.

Section 9.6.3.

The employee will retain previously accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority, and all other fringe benefits shall not accrue while the employee is on leave of absence; provided, however, that if such leave of absence is approved for extended illness or job-related injury, seniority shall accrue.

Section 9.7. Leave Accounting.

All employees use of leave days, except sick leave and emergency leave, shall be deducted from the employee's leave eligibility in two (2) hour multiples.

Sick leave and emergency leave shall be deducted from the employees leave eligibility in fifteen (15) minute multiples.



Section 9.8. Personal Leave.

- Up to three (3) days of personal leave may be granted annually to each employee, with pay, for the 2
- conducting of personal business matters during work hours that require the employee's personal 3
- attention. Employees regularly assigned 260 days of work per year will be granted two (2) additional
- days of personal leave to a total of five (5) days. This leave is intended to be utilized when the
- business to be conducted cannot reasonably be scheduled during non-work hours. An unauthorized 6
- absence will result in loss of pay and possible discipline. The following criteria will be relied upon by 7 8

the supervisor acting on a request for personal leave.

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Section 9.8.1.

The leave request shall be made at least one (1) day in advance.

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Section 9.8.2.

The employee will approach his/her supervisor (or designee) prior to the requested absence.

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Section 9.8.3.

There will be a limitation of no more than two (2) employees absent from a given building under the personal leave provision.

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Section 9.8.4.

This leave shall not be granted the first five (5) or the last five (5) work days of the school year, nor the first day prior to or the first day following any school vacation period.

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Section 9.8.5.

Personal leave is non-cumulative and non-transferable.

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Personal leave is to be requested using the standard District form.

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Section 9.8.7.

If a request for personal leave is denied, an appeal may be made to the superintendent or designee.

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Section 9.8.8. Personal Leave Buyback.

Unused excess personal leave days will be cashed out in July for Food Service employees at the employee's rate of pay on Schedule A. For all other employees, unused excess personal days will be cashed out in September at the employee's rate of pay on Schedule A from the previous fiscal year. Excess days are any days that cannot be carried over.

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Section 9.9.

In the event the state auditor or a court of competent jurisdiction rules any leave provisions contained in this article to be contrary to law or regulation, the leave provisions shall thereupon be determined null and void and all necessary adjustments shall be made by the District and the Association to conform to law or regulation as determined by the auditor or court of competent jurisdiction.

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Section 9.10. Birth of a Child Leave.

An employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth of his/her child. Such leave shall be deducted from that accumulated pursuant to Section 9.1 above.



Section 9.11. Family Leave.

In addition to any other leave provided for elsewhere in this agreement, upon the birth of a child, the 2 placement of a child with an employee for adoption or foster care, or for a serious health condition of 3 an employee or an employee's spouse, child or parent, each employee who has been employed at least 4 twelve (12) months and worked at least seven hundred twenty (720) hours during the previous twelve 5 (12) months is entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that 6 employees may substitute accrued vacation or other personal leave for leaves related to the 7 birth/adoption/foster care of a child, and may use accrued sick leave to care for themselves or sick 8 family members as defined above. The employee must provide the Employer with at least thirty (30) days written notice for foreseeable leaves for birth, adoption and planned medical treatment. During 10 this leave, the Employer will continue to pay the same portion of insurance premiums as when the 11 employee was working, and will maintain the employee's coverage under any group health plan. 12 Upon return from such leave, the Employer will place the employee in his or her previous position, or 13 one with equivalent pay and benefits. This section is intended to conform to current FMLA state or 14 federal regulations. 15

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Section 9.12. Paid Family and Medical Leave (PFML).

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.

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To be eligible for Paid Family and Medical Leave, employees must have worked a minimum of eight hundred and twenty (820) hours within the past calendar year. Such leave shall be used consecutively with an employee's accrued paid leave. The employee shall elect the order such leave shall be utilized. The District shall pay its required share of the payroll premium to fund this leave.

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ARTICLE X

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PROBATION, SENIORITY AND LAYOFF PROCEDURES

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Section 10.1.

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The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

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Section 10.1.1.

39 40 The District shall provide a current and updated seniority list by classification upon request twice yearly by the Association president or Association representative of any classification within the bargaining unit.

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Section 10.2.

Each new hire shall remain on probationary status for a period of ninety (90) calendar days following the hire date. During this probationary period the District may discharge such employee at its sole discretion and such discharge shall not be grievable by the employee or the Association. The new hire may not voluntarily transfer to another position within the District that is covered by this agreement during the first sixty (60) calendar days of a ninety (90) calendar day probationary period.



Section 10.3.

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

Section 10.4.

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

- A. Resignation;
- B. Discharge for a sufficient cause;
- C. Retirement; or
- D. Change in job classification except as hereinafter provided.

Section 10.5.

Seniority rights shall not be lost for the following reasons.

- A. Time lost by reason of industrial accident or industrial illness attributed to District employment or jury duty.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on authorized leaves.

Section 10.6.

Seniority rights shall be effective within the general job classification as used in this agreement; general job classifications are those set forth in Article I, Section 1.4.

Section 10.7.

The employee with the earliest hire date shall have preferential rights regarding open shift selection, vacation scheduling, promotions, assignment to new or open jobs or positions, and retention in layoffs; provided, however, the District may bypass when ability, performance, or job skill of a junior employee is greater than that of the senior employee or employees. If the District determines that seniority rights should not govern, the District shall set forth in writing to the employee or employees its reasons why the senior employee or employees have been bypassed.

Section 10.8.

Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding they have acquired a new hire date and a new classification.

Section 10.9.

The District shall publicize within the bargaining unit for five (5) working days the availability of an open position as soon as possible after the District is apprised of the opening and has determined to staff the position. A copy of the job posting shall be forwarded to the president of the Association. Interested employees from all classifications within the bargaining unit may apply for the position and the position shall be awarded to the senior qualified employee of those who apply.



Should the position remain unfilled by a qualified bargaining unit employee after having given consideration to applicants from all classifications within the bargaining unit, applicants from outside the District may be considered.

Section 10.9.1.

 If a position is not staffed by a regular employee for a period of thirty (30) working days, the individual occupying it on the 31st, or any subsequent day from the date of posting or date position was last occupied on a continuing basis, shall be deemed a regular employee, subject to all rights accruing under this agreement, except as provided. An employee will not receive benefits of sick leave and District medical contribution until after the first ninety (90) days of employment in a single position. An exception may be made to this section for leave replacements only.

Section 10.9.2.

Bargaining unit employees shall receive first consideration when the District fills temporary vacancies. Decisions will be made by the District based upon qualifications, overall adequacy of the work force assignments, and past performance. When a permanent bargaining unit employee accepts a temporary position, any permanent position thus vacated will be considered temporary.

Should a regular employee apply for and be awarded a position in another classification which conflicts with their regular position, they may be allowed a tryout in the new position for a period of up to one year. After one year their position must be vacated and their position may not be held open and filled by a temporary or substitute employee.

Section 10.9.3.

Regular employees substituting in bargaining unit positions will receive their longevity recognition for salary placement.

Section 10.9.4.

Bargaining unit employees shall have preference in filling District-wide non-bargaining unit employment prior to the consideration of non-employee applicants.

Section 10.10.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. The District will provide the Association with advance notice of intended layoffs. Such employees shall be considered with current employees when there is an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for one (1) year.

Section 10.11.

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

Section 10.12.

An employee shall forfeit rights of reemployment and standing if the employee does not respond in writing to the offer of reemployment within fifteen (15) days of receipt of the offer.



Section 10.13.

An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee was offered a position substantially equal to that held prior to layoff.

Section 10.14.

Employee benefits and seniority do not continue to accrue on layoff.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

The District shall have the right to discipline or discharge an employee for sufficient cause. The issue of sufficient cause shall be resolved in accordance with the grievance procedure hereinafter provided.

The District recognizes the principle of progressive discipline and agrees to follow such principle in the following manner in disciplinary actions. (Circumstances involving extraordinary actions such as alleged criminal activity, sexual improprieties, or danger to students and/or staff may be exempted from the normal progression at the District's discretion.)

First Infraction	Oral Warning
Second Infraction of a Like Nature	Written Warning
Third Infraction of a Like Nature	Suspension, without pay, for up to three (3) days
Fourth Infraction of a Like Nature	Suspension, without pay, for up to two (2) weeks or
	discharge at District's discretion

Section 11.1.1.

The Association shall be notified of discipline involving written warnings, reprimands, suspensions, or discharges within five (5) days of District action.

Section 11.1.2.

Employees shall be entitled to have an Association representative present at the time of any scheduled disciplinary actions where the employee is a party. The employee shall inform the District of his or her intent to have an Association representative present. In no case shall the disciplinary proceeding be delayed more than two (2) working days to accommodate such representation.

Section 11.1.3.

Any complaint or allegation not called to the attention of the employee, in writing, within fifteen (15) days of receipt, composition, or occurrence may not be used as basis for any disciplinary action against the employee.

S SHIM POS OF

1 <u>S</u> 0	ection 11.2. Notification To Non-Annual Employees.
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3	Section 11.2.1. Definition of Non-Annual Employees.
	"Non-annual" employees shall mean those employees whose duties are less than twelve (12)
	months (excluding vacations) work per year.
	Section 11.2.2.
	Should the District decide to discharge any non-annual employee by reason of job elimination
	or reduction, the employee shall be notified in writing prior to June 15 of the current calendar
	year.
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	ARTICLE XII
	INSURANCE AND RETIREMENT
	INSURANCE AND RETIREVIENT
Ç,	ection 12.1.
	he Employer will comply with State Law regarding SEBB (School Employees Benefits Board).
1.	the Employer will comply with State Law regarding SLBB (School Employees Benefits Board).
S	ection 12.2.
_	he District shall make required contributions for state industrial accident insurance on behalf of all
	imployees subject to this agreement.
-	apropess sucjees to this agreement
Se	ection 12.3.
	determining whether an employee subject to this agreement is eligible for participation in the
	Vashington State Public Employees' Retirement System, the District shall report all hours worked,
W	hether regular time, extended time, or overtime.
	ection 12.4.
	ll employees subject to this agreement shall be entitled to participate in any tax sheltered annuity plan
-	ermitted by the board of directors. On receipt of written authorization from an employee, the District
sh	nall make the requisite withholding adjustments and deductions from the employee's salary.
~	
	ection 12.5.
T	he District shall provide errors and omissions liability coverage for all bargaining unit employees.
	ADTICI E VIII
	ARTICLE XIII
	VOCATIONAL TRAINING

Section 13.1.

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Employees required by the District or by state regulations and standards to attend training courses as a condition of employment shall be compensated for tuition and reasonable expenses incident to attendance. This will include courses or workshops requested by the employee and approved by the District which the employee might attend for professional improvement. When attendance time falls



within normal work shift, the employee shall be compensated by regular pay. When the attendance is outside the normal work shift hours, salary compensation shall be payable by the District at the appropriate hourly rate.

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2022 – 2026 Collective Bargaining Agreement PSE of Chehalis / Chehalis School District #302

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND DUES

The Employer will provide for payroll deduction of Association Dues and initiation fees upon authorization by the employee. The Association will provide the District the monthly amount of dues, certified by the secretary of the Public School Employees of Washington. Payroll deduction authorization cards must be received by the Chehalis School District by the 15th of the month to be recognized as effective for that month. The District will transmit to the duly designated officer of the Association the total amount so deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Association, and the Association shall settle all questions, and disputes between it and its members with reference to deductions or refunds of the like without recourse to the District.

Section 14.1. Association Dues.

The District agrees to submit a report monthly along with its remittance of dues identifying each employee by name, location and dues amount remitted.

Section 14.3.

Section 14.2.

An employee's request to revoke dues authorization must be in writing and submitted by the employee to PSE. Revocations will not be accepted by the employer if the authorization has not been submitted to PSE by the employee. The District shall end the dues deduction effective the first payroll after receipt of the confirmation that the employee has revoked dues authorization.

Section 14.4.

The Association will indemnify, defend, or hold the District harmless against any claims made and against any suit instituted against the District on account of any payment of dues for the Association organization. The Association agrees to refund to the District any amounts paid to it in error on account of the provisions of Section 14.6 and upon presentation of proper evidence thereof by the District.

Section 14.5. COPE (Committee on Political Empowerment).

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to Public School Employees of Washington/SEIU Local 1948. The employee may revoke the request at any time, provided the employee adheres to the revocation process required by the Public School Employees of Washington/SEIU Local 1948.



ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

Grievances arising between the District and its employees within this bargaining unit with respect to matters dealing with the interpretation or application of the terms and conditions of this agreement will be resolved in strict compliance with this article.

Section 15.2. Grievance Steps.

Section 15.2.1.

 Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by one Association representative at such discussion. The discussion and attendance of the representative shall not interrupt the work process. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing. Grievances will be processed as rapidly as possible; the number of days indicated at each step will be considered as maximum, and every effort will be made to

expedite the process. Time limits under unusual circumstances may be extended by mutual

consent. Every effort will be made to resolve the grievance at this level in an informal manner.

Section 15.2.2.

If the grievance is not resolved to the employee's satisfaction within five (5) days after initial discussion with the immediate supervisor in accordance with the preceding subsection, the employee shall, within three (3) days after the five (5) day period, reduce to writing a statement of the grievance containing the following:

- A. The facts on which the grievance is based;
- B. A reference to the provisions in this agreement which have been allegedly violated; and
- C. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. Any grievance not submitted in writing within the time period set forth in this section shall be invalid and subject to no further processing.

Section 15.2.3.

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



Section 15.2.4.

In the event that the alleged grievance is not resolved pursuant to the preceding subsection, the grievant may, within five (5) calendar days of receipt of the superintendent's decision, request in writing, a hearing with the board of directors for the purpose of resolving the grievance. The board shall, within ten (10) calendar days following the receipt of the written request, or such other time period as the parties mutually agree, hear the alleged grievance and will attempt to reach a satisfactory resolution. The determination and decision of the board shall be within seven (7) calendar days after the conclusion of the hearing.

Section 15.2.5.

If the Association through its representative counsel determines that the grievance will be submitted to arbitration, the Association, after written notice to the superintendent and within twenty (20) calendar days after receipt of the board's determination, may submit the grievance to binding arbitration. The arbitration committee's deliberation will be limited to the statement of grievance and proposed resolution. Further, the arbitration committee will be without power to make a decision which requires commission of an act prohibited by law or which is outside the scope of this agreement. If any question arises as to arbitrability, such question will first be ruled upon by the arbitration committee selected to hear the dispute.

The arbitration committee shall be composed of three (3) members: one selected by the Association, one selected by the board of the District, and the third to be a certified arbitrator registered with the American Arbitration Association and jointly selected by the two previously named individuals. The Association and the District shall name their respective committee members within seven (7) days of written demand for binding arbitration. The selection of the third member shall be made within five (5) calendar days of the time of selection of the last of the two committee members, and shall be made from a list of arbitrators provided by the American Arbitration Association. If the parties cannot agree as to the arbitrator within five (5) calendar days, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules. The individual selected by the committee members representing the Association and the board, or by the AAA will serve as chairperson. The parties shall be bound by the rules of the American Arbitration Association except as may be provided herein.

Within twenty (20) calendar days following completion of staffing of the arbitration committee, the arbitration committee will confer with the representatives of the board and the Association, hold the hearing, and will issue a decision not later than twenty (20) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date that the final statements and proof are submitted. The decision of the arbitration committee shall be submitted to the board and the Association and shall be final and binding upon the parties. Each party shall be responsible for costs incurred for their respective appointed representative on the arbitration committee. The costs for services of the arbitrator, including per diem expenses, travel and subsistence expenses and the cost of any hearing room shall be borne equally by the parties.

Section 15.2.6.

The award of the arbitrator may be entered in any court of competent jurisdiction, and if the initiating party of such judicial action does not prevail in the litigation, such party will bear the full costs of such legal action including, but not limited to, the adverse party's court cost, legal fees, and other related expenses incurred as a result of defending such action.



Section 15.3.

The grievance or mediation discussion shall take place whenever possible on school time. The employer shall not discriminate against any individual employee or the Association for taking action under this article.

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ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1. Any new hire who has previously been employed to perform work similar to that in which presently hired may be given longevity credits in the District.

Section 16.2.

The new hire may be permitted one (1) year for each full year of prior work experience to a maximum of three (3) years longevity credit in the District, except as provide in Section 16.4 below.

Section 16.3.

The longevity credit so transferred shall be applicable to salary Schedule A only.

Section 16.4.

Per RCW 28A.400.300: When any classified employee leaves one school district within the state and commences employment with another school district within the state, the employee shall retain the same leave benefits and other benefits that the employee had in his or her previous position; PROVIDED, that classified employees who transfer between districts after July 28, 1985, shall not retain any seniority rights other than longevity when leaving one school district and beginning employment with another. If the school district to which the person transfers has a different system for computing leave benefits and other benefits, then the employee shall be granted the same leave benefits and other benefits as a person in that district who has similar occupational status and total years of service.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

Employees shall be compensated in accordance with the provisions of this agreement for all authorized hours worked.

Section 17.2.

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



Section 17.3.

- 2 Salaries, holidays, insurance, and other employee compensation shall be for the entire term of this
- agreement, subject however to the terms and conditions of Article XVIII. Should the date of execution
 - of this agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
- 5 to the effective date.

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Section 17.4.

Retroactive pay, where applicable, shall be paid not later than the second regular payday after it is determined due.

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Section 17.5.

Incremental steps where applicable and subject to Section 17.10, shall take effect on September 1 of each year during the term of this agreement, provided the employee has been actively employed continuously with the District for at least one-half (½) of the previous employment year.

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Section 17.6.

Any employee who moves to a higher job position or classification shall be placed on the lowest step in the higher classification which would provide a minimal raise over the previous salary in the lower classification.

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Section 17.7.

For purposes of calculating daily hours, time worked shall be rounded to the first fourteen (14) minutes of an employee's extended time or overtime shall be exempted.

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Section 17.8.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel at a per mile basis consistent with the prevailing official IRS rate.

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Section 17.9.

Employees required to remain overnight on District authorized business shall be reimbursed for room and board expenditures, provided the expenses to be incurred have been authorized, in advance of actual expenditure, by a member of the District administration.

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Section 17.10.

The salaries and benefits contained in the provisions of this agreement are entered into subject to the limitations imposed by Substitute House Bill No. 166 (Chapter 16, Laws of 1981) and the current Budget Appropriations Act.

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Should any legislative changes occur in the limitations imposed by the laws referred to above, the salaries and medical/dental benefits contained in this agreement may be reopened, provided, that should the State of Washington legislature impose any salary limitations, negotiation shall be subject to and agreed within those limitations.

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Section 17.11.

The salary schedules for the term of this agreement shall remain subject to and agreed within any salary limitations imposed by the State of Washington.



Section 17.12.

The pay period shall be the last day of the month.

Section 17.12.1.

Bargaining unit members shall receive twelve (12) pay periods annually and such pay periods shall include the first day of the month. Overtime pay shall be included in the next month's pay period.

Section 17.13.

Full 1.0 FTE employees shall be reimbursed up to \$125.00 one-time annually for work appropriate shoes.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this agreement shall be September 1, 2022 to August 31, 2026.

Section 18.2.

All provisions of this agreement shall be applicable to the entire term of this agreement notwithstanding its execution date except as provided in the following section.

Section 18.3.

This agreement may be reopened for discussion of possible modification at any time during its term upon mutual consent of the Association and the District in writing.

Incremental steps on Schedule A shall be funded by the District. Further, this agreement shall be reopened as required to consider impact of any legislation enacted following execution of this agreement which substantially affects the terms and conditions herein.

2022-2023	Increase each hourly wage rate by 15% for all employees in the bargaining unit as
	reflected on the Schedule A attached to this Agreement.

Effective 2022-2023 the position of Kitchen Lead will additionally be increased by \$1.00 per hour after the hourly wage increase of 15%.

2023-2024 Increase each hourly wage rate by 7.5% for all employees in the bargaining unit as reflected on the Schedule A attached to this Agreement.

Increase each hourly wage rate by 5% for all employees in the bargaining unit as reflected on the Schedule A attached to this Agreement.

2025-2026

Increase each hourly wage rate by 6% for all employees in the bargaining unit as reflected on the Schedule A attached to this Agreement.



Section 18.4.

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

Section 18.5.

Neither party shall be compelled to comply with any provision of this agreement which conflicts with state or federal statutes or regulations.

Section 18.6.

In the event Section 18.4 or 18.5 is determined to apply to any provision of this agreement, such provision shall be negotiated pursuant to Section 18.3.

Section 18.7.

The District will pay one-half of the employee's individual monthly membership fee for Thorbecke's for those employees choosing to purchase a membership, provided the employee's half portion is paid through payroll deduction.

ARTICLE XIX

HAZARDOUS SUBSTANCES/ASBESTOS

Section 19.1.

All employees working with hazardous substances/asbestos must be volunteers.

Section 19.2.

All certified and authorized asbestos maintenance workers shall have available an annual health screening, upon the employee's written request and at District expense, at a recognized health care center equipped to screen individuals for exposure to hazardous substances/asbestos. Record of employee requests and copies of results of such screening shall be kept in the employee's District personnel file.

Section 19.2.1.

Time off for hazardous substance/asbestos health screening shall be with pay and non-deductible from any other leave.

Section 19.2.2. Asbestos Exposure.

Any employee having an accidental exposure would have their health care needs/concerns handled through the process of filing an accident report with the "Workers' Compensation Cooperative" through the Educational Service District 113.

Section 19.3.

Employees assigned to work with asbestos shall receive five dollars (\$5.00) per hour above their regular rate of pay for actual hours worked in such duties.



1	ARTI	CLE XX
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3		FETY
4	Section 20.1. Health and Safety protocols as required by law will	I he neeted at each site. The District will amount a
5	member of the bargaining unit to the District Safet	ll be posted at each site. The District will appoint a
6 7	work time, employees will receive hourly compens	
8	work time, employees will receive nothly compens	sation per Schedule A.
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13	SIGNAT	URE PAGE
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17	PUBLIC SCHOOL EMPLOYEES	
18	OF WASHINGTON/SEIU LOCAL 1948	
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22	PUBLIC SCHOOL EMPLOYEES	
23	OF CHEHALIS	CHEHALIS SCHOOL DISTRICT #302
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27	1 de -	6
28	BY:	BY: Ry. LAND May
29	Joseph Kerr, Chapter President	Dr. Christine Moloney, Superintendent
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32	DATE: 9/20/2020	DATE 9:30 300
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Schedule A **Chehalis School District** September 1, 2022 – August 31, 2023

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	Probation									
	Beginning	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	YEAR 10	YEAR 15	YEAR 20	YEAR 25
MAINTENANCE/REPAIR PERSON	27.89	29.05	30.07	30.96	31.79	32.71	33.69	35.71	36.21	36.96
LEAD CUSTODIAN	24.18	25.19	26.08	26.92	27.58	28.61	29.47	31.24	31.74	32.49
GROUNDS/MAIN./CUSTODIAL	24.18	25.19	26.08	26.92	27.58	28.61	29.47	31.24	31.74	32.49
GROUNDS KEEPER	20.69	21.55	22.49	23.31	24.01	25.05	25.80	27.35	27.85	28.60
CUSTODIAL/MAINTENANCE	20.98	21.85	22.76	23.62	24.33	25.38	26.14	27.71	28.21	28.96
HEAD CUSTODIAN	21.48	22.38	23.28	24.08	24.78	25.78	26.56	28.15	28.65	29.40
FIRST SHIFT CUSTODIAN/SECONDARY	20.69	21.55	22.48	23.30	23.98	24.96	25.70	27.25	27.75	28.50
FIRST SHIFT CUSTODIAN/ELEMENTARY	20.59	21.45	22.36	23.14	23.85	24.84	25.59	27.12	27.62	28.37
CUSTODIAN	20.46	21.31	22.18	23.01	23.70	24.69	25.43	26.96	27.46	28.21
CASUAL HELPER	16.12	16.79	16.82	17.65	18.32	19.34	19.92	21.12	21.62	22.37
BAKER	18.68	19.46	19.76	19.85	20.16	20.33	20.94	22.20	22.70	23.45
LEAD KITCHEN HELP	17.66	18.35	18.58	19.03	19.79	20.62	21.24	22.51	23.01	23.76
FOOD COURIER	18.68	19.46	19.76	19.85	20.16	20.33	20.94	22.20	22.70	23.45
FOOD SERVICE HELPER	16.12	16.79	16.79	16.96	17.70	18.52	19.07	20.21	20.71	21.46
BREAKFAST LEAD	16.66	17.35	17.58	18.03	18.79	19.62	20.21	21.42	21.92	22.67
TICKET TAKER	16.12	16.79	16.79	16.96	17.70	18.52	19.07	20.21	20.71	21.46

^{*}At completion of Year 10, add 3% to Step 5

The District will pay for the costs associated with the certification training through the Washington State Food Service Association

Compensation for a current WSNA certification shall be forty-five cents (\$.45) per hour.

*****First shift custodian distinction provides compensation for the performance of Head Custodian duties and responsibilities at each school (supply purchasing).



^{**}At completion of Year 15, add 6% to Year 10

^{***}At completion of Year 20, add \$0.50 to Year 15

^{****}At completion of Year 25, add \$0.75 to Year 20

Schedule A Chehalis School District September 1, 2023 – August 31, 2024

STEP 3

33.28

28.94

28.94

25.06

25.39

25.89

25.05

24.88

24.74

18.97

21.34

20.46

21.34

18.23

19.38

18.23

STEP 4

34.17

29.65

29.65

25.81

26.15

26.64

25.78

25.64

25.48

19.69

21.67

21.27

21.67

19.03

20.20

19.03

STEP 5

35.16

30.76

30.76

26.93

27.28

27.71

26.83

26.70

26.54

20.79

21.85

22.17

21.85

19.91

21.09

19.91

YEAR 10

36.22

31.68

31.68

27.74

28.10

28.54

27.64

27.50

27.34

21.41

22.51

22.83

22.51

20.51

21.72

20.51

YEAR 15

38.39

33.58

33.58

29.40

29.79

30.26

29.30

29.15

28.98

22.70

23.86

24.20

23.86

21.74

23.03

21.74

YEAR 20

38.89

34.08

34.08

29.90

30.29

30.76

29.80

29.65

29.48

23.20

24.36

24.70

24.36

22.24

23.53

22.24

YEAR 25

39.64

34.83

34.83

30.65

31.04

31.51

30.55

30.40

30.23

23.95

25.11

25.45

25.11

22.99

24.28

22.99

STEP 2

32.33

28.04

28.04

24.18

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MAINTENANCE/REPAIR PERSON

GROUNDS/MAIN./CUSTODIAL

CUSTODIAL/MAINTENANCE

FIRST SHIFT CUSTODIAN/SECONDARY

FIRST SHIFT CUSTODIAN/ELEMENTARY

LEAD CUSTODIAN

GROUNDS KEEPER

HEAD CUSTODIAN

CUSTODIAN

BAKER

CASUAL HELPER

FOOD COURIER

BREAKFAST LEAD

TICKET TAKER

LEAD KITCHEN HELP

FOOD SERVICE HELPER

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*At completion of Year 10, add 3% to Step 5
**At completion of Year 15, add 6% to Year 10

^{***}At completion of Year 20, add \$0.50 to Year 15

The District will pay for the costs associated with the certification training through the Washington State Food Service Association (WSFSA).

Compensation for a current WSNA certification shall be forty-five cents (\$.45) per hour.

Probation

Beginning

29.98

26.00

26.00

22.24

22.55

23.10

22.24

22.14

21.99

17.33

20.08

18.98

20.08

17.33

17.91

17.33

STEP 1

31.23

27.08

27.08

23.17

23.49

24.06

23.17

23.06

22.91

18.05

20.92

19.73

20.92

18.05

18.65

18.05

*****First shift custodian distinction provides compensation for the performance of Head Custodian duties and responsibilities at each school (supply purchasing).



^{****}At completion of Year 25, add \$0.75 to Year 20

Schedule A Chehalis School District September 1, 2024 – August 31, 2025

	Beginning	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	YEAR 10	YEAR 15	YEAR 20	YEAR 25
MAINTENANCE/REPAIR PERSON	31.48	32.79	33.95	34.94	35.88	36.92	38.03	40.31	40.81	41.56
LEAD CUSTODIAN	27.30	28.43	29.44	30.39	31.13	32.30	33.27	35.26	35.76	36.51
GROUNDS/MAIN./CUSTODIAL	27.30	28.43	29.44	30.39	31.13	32.30	33.27	35.26	35.76	36.51
GROUNDS KEEPER	23.36	24.33	25.39	26.31	27.10	28.28	29.12	30.87	31.37	32.12
CUSTODIAL/MAINTENANCE	23.68	24.66	25.69	26.66	27.46	28.64	29.50	31.27	31.77	32.52
HEAD CUSTODIAN	24.25	25.26	26.28	27.18	27.97	29.10	29.97	31.77	32.27	33.02
FIRST SHIFT CUSTODIAN/SECONDARY	23.36	24.33	25.38	26.30	27.07	28.17	29.02	30.76	31.26	32.01
FIRST SHIFT CUSTODIAN/ELEMENTARY	23.24	24.21	25.24	26.12	26.92	28.04	28.88	30.61	31.11	31.86
CUSTODIAN	23.09	24.06	25.03	25.98	26.75	27.87	28.70	30.43	30.93	31.68
CASUAL HELPER	18.19	18.95	18.98	19.92	20.67	21.83	22.48	23.83	24.33	25.08
BAKER	21.09	21.97	22.30	22.41	22.75	22.94	23.63	25.05	25.55	26.30
LEAD KITCHEN HELP	19.93	20.72	20.97	21.48	22.33	23.28	23.98	25.42	25.92	26.67
FOOD COURIER	21.09	21.97	22.30	22.41	22.75	22.94	23.63	25.05	25.55	26.30
FOOD SERVICE HELPER	18.19	18.95	18.95	19.14	19.98	20.91	21.53	22.82	23.32	24.07
BREAKFAST LEAD	18.80	19.58	19.85	20.35	21.21	22.14	22.81	24.18	24.68	25.43
TICKET TAKER	18.19	18.95	18.95	19.14	19.98	20.91	21.53	22.82	23.32	24.07

^{*}At completion of Year 10, add 3% to Step 5

The District will pay for the costs associated with the certification training through the Washington State Food Service Association (WSFSA).

Compensation for a current WSNA certification shall be forty-five cents (\$.45) per hour.

Probation

*****First shift custodian distinction provides compensation for the performance of Head Custodian duties and responsibilities at each school (supply purchasing).



^{**}At completion of Year 15, add 6% to Year 10

^{***}At completion of Year 20, add \$0.50 to Year 15

^{****}At completion of Year 25, add \$0.75 to Year 20

Schedule A Chehalis School District September 1, 2025 – August 31, 2026

	Probation Beginning	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	YEAR 10	YEAR 15	YEAR 20	YEAR 25
MAINTENANCE/REPAIR PERSON	33.37	34.76	35.99	37.04	38.03	39.14	40.31	42.73	43.23	43.98
LEAD CUSTODIAN	28.93	30.14	31.21	32.21	33.00	34.24	35.27	37.38	37.88	38.63
GROUNDS/MAIN./CUSTODIAL	28.93	30.14	31.21	32.21	33.00	34.24	35.27	37.38	37.88	38.63
GROUNDS KEEPER	24.76	25.79	26.91	27.89	28.73	29.98	30.88	32.73	33.23	33.98
CUSTODIAL/MAINTENANCE	25.09	26.14	27.23	28.26	29.11	30.36	31.27	33.15	33.65	34.40
HEAD CUSTODIAN	25.70	26.78	27.86	28.81	29.65	30.85	31.77	33.68	34.18	34.93
FIRST SHIFT CUSTODIAN/SECONDARY	24.76	25.79	26.90	27.88	28.69	29.86	30.76	32.60	33.10	33.85
FIRST SHIFT CUSTODIAN/ELEMENTARY	24.64	25.66	26.75	27.69	28.54	29.72	30.61	32.45	32.95	33.70
CUSTODIAN	24.48	25.50	26.53	27.54	28.36	29.54	30.43	32.25	32.75	33.50
CASUAL HELPER	19.28	20.09	20.12	21.12	21.91	23.14	23.83	25.26	25.76	26.51
BAKER	22.36	23.29	23.64	23.75	24.12	24.32	25.05	26.55	27.05	27.80
LEAD KITCHEN HELP	21.13	21.96	22.23	22.77	23.67	24.68	25.42	26.94	27.44	28.19
FOOD COURIER	22.36	23.29	23.64	23.75	24.12	24.32	25.05	26.55	27.05	27.80
FOOD SERVICE HELPER	19.28	20.09	20.09	20.29	21.18	22.16	22.83	24.20	24.70	25.45
BREAKFAST LEAD	19.92	20.75	21.04	21.57	22.48	23.47	24.17	25.62	26.12	26.87
TICKET TAKER	19.28	20.09	20.09	20.29	21.18	22.16	22.83	24.20	24.70	25.45

 The District will pay for the costs associated with the certification training through the Washington State Food Service Association (WSFSA).

Compensation for a current WSNA certification shall be forty-five cents (\$.45) per hour.

*****First shift custodian distinction provides compensation for the performance of Head Custodian duties and responsibilities at each school (supply purchasing).



^{*}At completion of Year 10, add 3% to Step 5

^{**}At completion of Year 15, add 6% to Year 10

^{***}At completion of Year 20, add \$0.50 to Year 15

^{****}At completion of Year 25, add \$0.75 to Year 20