

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**SUNNYSIDE SCHOOL DISTRICT #201**

AND

**PUBLIC SCHOOL EMPLOYEES OF SUNNYSIDE  
CUSTODIAL / FOOD SERVICE /  
MINOR MAINTENANCE GROUNDS**

SEPTEMBER 1, 2023 – AUGUST 31, 2027



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

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## TABLE OF CONTENTS

DECLARATION OF PRINCIPLES	5
PREAMBLE	5
ARTICLE I	5
RECOGNITION AND COVERAGE OF AGREEMENT	5
Section 1.1.	5
Section 1.2.	5
Section 1.3.	6
Section 1.4. Definitions.	6
Section 1.5.	7
ARTICLE II	7
RIGHTS OF THE EMPLOYER	7
Section 2.1.	7
Section 2.2.	8
ARTICLE III	8
RIGHTS OF THE EMPLOYEES	8
Section 3.1.	8
Section 3.2.	8
Section 3.3.	8
Section 3.4.	8
Section 3.5.	9
Section 3.6 Safe, Civil, Healthy, and Secure Workplace.	10
Section 3.7. Video Cameras, GPS, and Audio Recordings.	11
ARTICLE IV	11
RIGHTS OF THE ASSOCIATION	11
Section 4.1.	11
Section 4.2.	11
Section 4.3.	11
Section 4.4. Association Business.	12
Section 4.5. State PSE Leave.	14
ARTICLE V	15
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	15
Section 5.1.	15
Section 5.2.	15
Section 5.3.	15
Section 5.4. Job Descriptions.	15
Section 5.5. Changes in Job Descriptions.	15
ARTICLE VI	15
ASSOCIATION REPRESENTATION	15
Section 6.1.	15
Section 6.2. Labor Management Committee.	16
Section 6.3. Labor Management Meetings.	16
ARTICLE VII	16
HOURS OF WORK AND OVERTIME	16
Section 7.1. Workweek.	16
Section 7.2. Work Shift.	16
Section 7.3. Meal and Rest Periods.	17
Section 7.4.	18
Section 7.5. Emergency School Closure and Delayed Opening.	18
Section 7.6.	19
Section 7.7.	19

Section 7.8. Overtime.	19
Section 7.9.	20
Section 7.10.	20
Section 7.11.	20
ARTICLE VIII	21
HOLIDAYS AND VACATIONS	21
Section 8.1. Holidays.	21
Section 8.2. Vacations.	22
ARTICLE IX	23
LEAVES	23
Section 9.1. Sick Leave.	23
Section 9.2. Leave for Bereavement.	25
Section 9.3. Emergency Leave.	25
Section 9.4. Leave of Absence.	25
Section 9.5. Personal Leave.	25
Section 9.6. Extended Leave Positions.	26
Section 9.7. Family Leave.	26
Section 9.8. Jury Duty and Subpoena Leave.	26
Section 9.9. Maternity Leave / Parental Leaves.	27
Section 9.10. Unpaid Leave.	27
Section 9.11. Washington Paid Family Medical Leave.	27
ARTICLE X	28
PROBATION, SENIORITY, AND LAYOFF PROCEDURES	28
Section 10.1.	28
Section 10.2.	28
Section 10.3.	28
Section 10.4.	28
Section 10.5.	28
Section 10.6.	29
Section 10.7.	29
Section 10.8.	29
Section 10.9.	29
Section 10.10.	29
Section 10.11. Ties in Seniority Date.	29
Section 10.12.	30
Section 10.13. Probation, Seniority, and Layoff Procedures.	31
ARTICLE XI	32
EVALUATIONS	32
Section 11.1. Evaluation Procedure.	32
Section 11.2. Training Evaluators.	32
Section 11.3. Plan of Improvement.	32
ARTICLE XII	33
DISCIPLINE AND DISCHARGE OF EMPLOYEES	33
Section 12.1. Discipline.	33
Section 12.2. Notification to Non-Annual Employees.	33
Section 12.3.	34
ARTICLE XIII	34
INSURANCE AND RETIREMENT	34

Section 13.1. Custodians, Food Service, Minor Maintenance Grounds, and Warehouse/Delivery.	34
Section 13.2.	34
Section 13.3.	34
Section 13.4.	34
Section 13.5. VEBA.	34
ARTICLE XIV	34
ASSOCIATION MEMBERSHIP PAYROLL DEDUCTION	34
Section 14.1. Association Dues.	34
Section 14.2.	35
Section 14.3.	35
Section 14.4. Political Action Committee.	35
Section 14.5. Electronic Signature /Voice Authorization.	35
ARTICLE XV	36
GRIEVANCE PROCEDURE	36
Section 15.1.	36
Section 15.2. Grievance Steps.	36
ARTICLE XVI	37
TRANSFER OF PREVIOUS EXPERIENCE	37
Section 16.1.	37
Section 16.2.	37
ARTICLE XVII	37
SELF IMPROVEMENT, EQUIPMENT USAGE, AND PROFESSIONAL DEVELOPMENT	37
Section 17.1. Tuition Reimbursement.	37
Section 17.2. Equipment Usage.	38
ARTICLE XVIII	38
SALARIES AND EMPLOYEE COMPENSATION	38
Section 18.1.	38
Section 18.2.	38
Section 18.3.	38
Section 18.4.	38
Section 18.5.	38
Section 18.6. WSNA Certification.	38
Section 18.7.	39
Section 18.8. Boots and Protective Footwear.	39
ARTICLE XIX	39
TERMS AND SEPARABILITY OF PROVISIONS	39
Section 19.1.	39
Section 19.2.	39
Section 19.3.	39
Section 19.4.	39
Section 19.5.	40
Section 19.6.	40
SIGNATURE PAGE	40
SCHEDULE A 2023 – 2027	41
SCHEDULE A CUSTODIAN/WAREHOUSE/GROUNDS	42
SCHEDULE A FOOD SERVICE	43

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## DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees.

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## PREAMBLE

This Agreement is made and entered into between Sunnyside School District #201 (hereinafter "District") and Sunnyside Chapter of Public School Employees – Custodial – Food Service – Minor Maintenance Grounds units, an affiliate of Public School Employees of Washington/SEIU Local 1948 (PSE) (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

**Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.5, 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, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

1 **Section 1.3.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
3 the following general job classifications: Food Service, Custodial, and Minor Maintenance Grounds.  
4 Seniority rights shall not be transferred from one classification to another.

5  
6 **Section 1.4. Definitions.**

7 The following definitions pertain to all bargaining unit classifications covered under this agreement:

8  
9 **1. Association: Public School Employees of Washington/SEIU Local 1948 (PSE):**  
10 Sunnyside Custodial / Food Service / Minor Maintenance Grounds.

11  
12 **2. District or Employer:**  
13 Sunnyside School District

14  
15 **3. Workdays:**  
16 Defines the days included in the employee’s contract year.

17  
18 **4. Calendar Days:**  
19 Defines the universally recognized calendar of months and days.

20  
21 **5. Business Days:**  
22 Defines the days the Sunnyside School District Administrative offices are open for business.

23  
24 **6. Years of Service:**  
25 Defines the total years of regular continuous employment with the School District.

26  
27 **7. New, Open, or Vacated Positions:**  
28 Any work performed within the bargaining unit and projected to be sixty-one (61) workdays or  
29 more. All new open or vacated positions must be posted.

30  
31 A. When a full time position becomes vacant; with the exception of all head and lead  
32 positions, the District shall offer the increased days to regular classified employees  
33 working within the same general classification based on seniority within ten (10)  
34 calendar days then the district shall post the nine (9)-month vacant position.

35  
36 **8. Full-time Classified Employee:**  
37 Is someone who works two hundred sixty (260) days per year.

38  
39 **9. Regular Classified Employee:**  
40 Is someone who fills a position requiring from nine (9) months up to ,but not including, twelve  
41 (12) months, two hundred sixty (260) days per year.

42  
43 **10. Temporary Employees:**

44  
45 **A. Temporary Classified Employee:**  
46 Is someone who is employed for sixty (60) workdays or more due to the absence of a  
47 regular employee or temporary workload increase. All rights and benefits, including  
48 seniority, shall be applied to the temporary employee on the sixty-first day. At the



1 conclusion of the temporary position, the employee will be placed in a "lay-off" status  
2 and will retain a seniority date for one (1) year. All temporary positions shall be posted.  
3

4 **B. Seasonal Employee:**

5 Is someone who is employed for the mowing season (less than sixty-one [61]  
6 workdays). These employees do not accrue seniority, benefits, or contractual rights  
7 beyond Schedule A.  
8

9 **C. Summer Laborer Positions:**

10 Shall work the week prior to graduation and no later than five (5) workdays after school  
11 starts. Shall be compensated at minimum wage. These employees do not accrue  
12 seniority, benefits, or contractual rights.  
13

14 **11. Substitute Employees:**

15 Is someone who is employed sporadically to fill a position of a full time, regular, or temporary  
16 classified employee who is temporarily absent from duty for less than sixty-one (61)  
17 consecutive working days. Substitute employees doing bargaining unit work who work more  
18 than one-sixth (1/6) (thirty [30] cumulative days = one-sixth [1/6] of the school year) of the  
19 normal academic year in any twelve (12)-month period and continue to be available for work  
20 shall receive entry level as shown on Schedule A. Article X, Section 10.1. and shall be eligible  
21 to participate in Washington State Public Employees Retirement System to the extent required  
22 by state law. Employees shall receive no other contractual provisions or benefits. In the event  
23 that no subs are available on the last day of the week, typically Friday, an event Custodian or a  
24 sub may be used to do required work before school resumes the following week.  
25

26 **12. Probationary Employee:**

27 Is a new hire who has not completed probationary status (one [1] year following hire date).  
28

29 **13. Letter of Direction:**

30 A supervisor may use a letter of direction to provide instruction and guidance to an employee  
31 when they feel a clarification of expectations will resolve an issue with behavior or  
32 performance. A letter of direction is not considered disciplinary in nature.  
33

34 **Section 1.5.**

35 This district shall provide notice and opportunity to bargain any proposed changes to position  
36 descriptions.  
37

38 **ARTICLE II**

39 **RIGHTS OF THE EMPLOYER**

40 **Section 2.1.**

41 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
42 vested in management officials of the District. Included in these rights in accordance with and subject  
43 to applicable laws, regulations, and the provisions of this Agreement is the right to direct the work  
44 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
45 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
46

1 release employees from duties because of lack of work or for other legitimate reasons. The District  
2 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
3 means, and the personnel by which operations undertaken by the employees in the unit are to be  
4 conducted.

5  
6 **Section 2.2.**

7 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
8 District. In making rules and regulations relating to personnel policies, procedures, and practices, and  
9 matters of working conditions, the District shall give due regard and consideration to the rights of the  
10 Association and the employees and to the obligations imposed by this Agreement, State, and Federal  
11 Laws.

12  
13  
14 **ARTICLE III**

15  
16 **RIGHTS OF THE EMPLOYEES**

17  
18 **Section 3.1.**

19 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
20 exercise of the right, freely, and without fear of penalty or reprisal, to join and assist the Association.  
21 The freedom of such employees to assist the Association shall be recognized as extending to  
22 participation in the management of the Association, including presentation of the views of the  
23 Association to the Board of Directors of the District or any other governmental body, group, or  
24 individual. The District shall take whatever action required or refrain from such action in order to  
25 assure employees that no interference, restraint, coercion, or discrimination is allowed within the  
26 District to encourage or discourage membership in any employee organization.

27  
28 **Section 3.2.**

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

31  
32 Association representative shall be granted a reasonable amount of time off without loss of pay for  
33 association business.

34  
35 **Section 3.3.**

36 Employees subject to this Agreement have the right to have Association representatives or other  
37 persons present at discussions between themselves and supervisors or other representatives of the  
38 District as hereinafter provided.

39  
40 **Section 3.4.**

41 The District and Association shall provide equal opportunity and treatment for all employees without  
42 discrimination based on race, religion, creed, national origin, age, honorably discharged veteran or  
43 military status, sex, sexual orientation, gender expression or identity, marital status, the presence of  
44 any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a  
45 person with a disability. This policy shall be in accordance with State and Federal Statute as amended,  
46 and rights under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act.



1 **Section 3.5.**

2  
3 **1. Personnel Files:**

- 4 A. Personnel files are confidential and shall be available for inspection only by the  
5 District's management and the individual employee.  
6  
7 B. Each employee shall be provided a copy of disciplinary material placed in his or her  
8 personnel file within five (5) days of its insertion.  
9  
10 C. By prior appointment, an employee shall have the opportunity to review the contents of  
11 his/her file and copy materials within the file.  
12  
13 D. A review of the personnel file will be supervised by the H.R. Director/designee(s). The  
14 employee may request an additional individual, chosen by the employee, be present for  
15 the file review.  
16  
17 E. The employee may work with the H.R. Director to add material to or delete material  
18 from his/her personnel file. Any material, except material required by statute or placed  
19 in the file as a result of disciplinary action, will be removed, if so, requested in writing,  
20 from the employee's file two (2) years after its initial placement.  
21  
22 F. The employee shall have an opportunity to attach written comments to anything in  
23 his/her file.  
24  
25 G. The personnel file is a District file and shall be maintained in the District's Human  
26 Resources Office.  
27  
28 H. Medication administration incident report forms shall not be kept in personnel files.  
29

30 **2. Medical Files:**

- 31 A. Confidential medical information shall be kept in separate, confidential medical files,  
32 which will be maintained in a secure location with limited access consistent with  
33 applicable laws.  
34  
35 B. By prior appointment, an employee shall have the opportunity to review the contents of  
36 his/her medical file and copy materials within the file.  
37

38 **3. Supervisor Files:**

- 39 A. An employee's supervisor may maintain a supervisory file at his/her work site.  
40  
41 B. The supervisory file is kept for the purpose of containing material pertinent to the  
42 employee's performance and for completion of an employee's evaluation(s).  
43  
44 C. The supervisory file will be destroyed annually before September 1st.  
45  
46  
47  
48

1 **4. Other Materials:**

2 A. Other materials include confidential files on grievances, discipline, investigations, and  
3 litigation.

4  
5 B. These materials will be kept separate from other District files.  
6

7 **5. Applicability of Public Disclosure Laws:**

8 A. Nothing in this agreement precludes the District from providing documents in  
9 accordance with public disclosure laws.  
10

11 **Section 3.6 Safe, Civil, Healthy, and Secure Workplace.**

12  
13 **1. Bullying, Harassment, and Professional Conduct:**

14 The District shall take appropriate measures to avoid workplace intimidation, bullying and  
15 harassment from outside sources, students, and other District personnel. Reference Board  
16 Policy 3207 associated procedure.  
17

18 **2. Assault on an Employee:**

19 In the event a student assaults an employee, the student shall be disciplined according to  
20 District policy, and the employee, at his/her option, may request that the student be removed  
21 from the employee's work environment.  
22

23 **3. Verbal Abuse and Vulgar or Lewd Conduct:**

24 Students who direct verbal abuse at an employee or who engage in vulgar or lewd conduct in  
25 the presence of an employee shall be disciplined according to District policy. The employee  
26 may request that the student be removed from the employee's work environment.  
27

28 **4. Internet Defamation and Harassment:**

29 Students found to have used District resources to knowingly make false, obscene, or  
30 defamatory depictions of or claims against an employee or to include an employee's image  
31 without his/her permission shall be disciplined according to District policy. Students who  
32 engage in inappropriate behavior towards employees from off campus may be subject to  
33 District disciplinary policy.  
34

35 **5. False Accusations:**

36 Students who intentionally falsely accuse an employee of misconduct shall be disciplined  
37 according to District policy. The employee may request that the student be removed from the  
38 employee's work environment.  
39

40 **6. Supervisors:**

41 Supervisors shall at all times conduct themselves with dignity and respect for employees' rights,  
42 duties and privileges. In their relationships with each employee, every effort shall be made to  
43 avoid words or actions which may be interpreted as ridicule, slander, gossip, or abuse.  
44

45 **7. Civil and Criminal Action:**

46 No retaliation shall be taken against an employee for pursuing criminal or civil action against  
47 students, parents, employees, or community members. For the sections of this Article, if the

1 offending student has an IEP, discipline will be in accordance with the provisions/limitations of  
2 his/her IEP.

3  
4 **8. Whistleblower Protection:**

5 The District shall comply with the School District Board Policy 5271 regarding Whistleblower  
6 matters.

7  
8 **9. Safe and Healthy Work Environment:**

9 Each employee covered under this Agreement shall have a safe and healthy work environment  
10 that meets legal standards and job requirements.

11  
12 **Section 3.7. Video Cameras, GPS, and Audio Recordings.**

13 Video cameras, GPS systems, and audio recordings are a tool to provide security for student, staff, and  
14 District property at school buildings. Employees may request to review a recording to assist in  
15 identifying a problem occurring in or around the building with a supervisor present. The presence of  
16 security cameras will be disclosed to the Association upon request.

17  
18 Video, GPS, and audio recordings may be used like any other evidence in cases involving safety  
19 concerns or allegations of employee misconduct but shall not be used to monitor employee  
20 performance without prior approval of the employee and Association. Video will not be monitored by  
21 non-supervisory employees who do not have a job assignment that requires the viewing of the video.

22  
23  
24 **ARTICLE IV**

25  
26 **RIGHTS OF THE ASSOCIATION**

27  
28 **Section 4.1.**

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

34  
35 **Section 4.2.**

36 The Association shall promptly be notified by the District of any grievances or disciplinary actions of  
37 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure  
38 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any  
39 District official or body arising out of grievance and to make known the Association's views  
40 concerning the case.

41  
42 **Section 4.3.**

43 The Association Officers will have access to relevant information, in the exercise of their  
44 representational duties, upon request, at the District business offices during regular business hours in  
45 accordance with State and Federal laws and regulations.

1 **1. Notification of New Hires:**

2 The District will notify Chapter President or the Membership Officer electronically or verbally  
3 of all new hires within ten (10) workdays of the employees first day work. Information  
4 provided will include name, position, and workplace location. The District will notify Public  
5 School Employees of Washington/SEIU Local 1948 (PSE) ([membership@pseofwa.org](mailto:membership@pseofwa.org))  
6 electronically of all new hires within thirty (30) workdays of the hire date. Information  
7 provided will include name, position, work location, home address, hourly rate, hours  
8 contracted during the work year, and hire date.

9  
10 The District will notify Public School Employees of Washington/SEIU Local 1948 (PSE) to  
11 [membership@pseofwa.org](mailto:membership@pseofwa.org) and the Chapter President electronically of all new hires through the  
12 monthly dues' remittance submission in an editable digital file format. Information provided  
13 will include name, position, primary work location, job title, job classification, home address,  
14 email, phone number, contracted number of days, and hire date. The District will supply an  
15 electronic file listing all bargaining unit employees with information to PSE of Washington  
16 upon request, provided that such lists are not requested more than four (4) times each calendar  
17 year: name, employee ID, current position, primary work location, job title, job classification,  
18 home address, work email, phone number, hourly rate of pay, contracted number of days, FTE  
19 and hire date.

20  
21 **2. Notification of Resignations, Retirement, and Terminations:**

22 The District shall notify the Association President of any members who either leave the District  
23 or retire. Email notification shall be an acceptable form of notification.

24  
25 **3. Personnel Updates:**

26 Personnel updates (Board reports) of new hires, terminations, etc. will be available to the  
27 Chapter President, Chapter Membership Officer, and to the PSE state membership department  
28 on Board Docs.

29  
30 **4. Employee Information:**

31 The District will supply an electronic file listing all bargaining unit employees with the above-  
32 listed information in Section 4.3.(3) to PSE of Washington ([membership@pseofwa.org](mailto:membership@pseofwa.org)) upon  
33 request provided that such lists are not requested more than four (4) times each calendar year.

34  
35 **5. Seniority Lists:**

36 Seniority lists for each job classification will be updated by the Human Resources Department  
37 regularly throughout the calendar year on a shared document.

38  
39 **Section 4.4. Association Business.**

40 The Association reserves and retains the right to delegate any right or duty contained herein to  
41 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 (PSE).

42  
43 **1. Association Officials:**

44 The Association agrees to provide a current list of Association Officers and Trustees to the  
45 Executive Director of Human Resource and the Executive Director of Fiscal and Operations.

1 **2. Visitation Rights:**

2 The Association and its representative shall be permitted reasonable access to the District  
3 buildings and its members for the purpose of conducting Association business provided they  
4 inform their supervisor that they will be conducting Association business and the estimated  
5 length of the meeting.  
6

7 **3. Communication Use:**

8 The Association shall have the right to use District mail service, staff mailboxes, and school  
9 email for communications that are not related to work stoppage and are not disruptive to the  
10 functioning of the District.  
11

12 **4. Equipment/Facility Use:**

13 The Association shall have the right to use District facilities and equipment when such  
14 equipment or facilities are not otherwise in use. District facilities may be used for meetings and  
15 to transact official business, except if the business relates to issues defined as work stoppage.  
16

17 **5. Bulletin Boards:**

18 The District shall provide a bulletin board space at each work site for the use of the  
19 Association. The Association shall have the right to post notices of activities and matters of  
20 Association concern on these bulletin boards. The bulletins posted by the Association are the  
21 responsibility of the officials of the Association. Each bulletin shall be signed by the  
22 Association official responsible for its posting. Unsigned notices or bulletins may not be  
23 posted. The District reserves the right to remove the offensive or inappropriate material.  
24

25 **6. Association Leave:**

26 Association representatives shall be granted time off without loss of pay for Association  
27 business. Such time off without loss of pay shall be limited to:

28 **A. PSE Annual Convention:**

29 Up to two (2) bargaining unit members designated by the Union shall receive two (2)  
30 paid release days annually to attend the annual Public School Employees of  
31 Washington/SEIU Local 1948 (PSE) convention. The District will not be responsible  
32 for any other cost associated with the PSE State Convention. Employees shall give  
33 advance written notice.  
34

35 **B. Association Business:**

36 Time during working hours, whenever possible, shall be allowed Association  
37 representatives for attendance at meetings with the District. Time, whenever possible,  
38 shall also be allowed for representatives to discuss with the employee grievances and  
39 appropriate matters directly related to work situations in their area. Association  
40 representatives will guard against the use of excess time in the handling of such matters  
41 and guard against conferences or meetings between employees and Association  
42 hampering the normal flow of work.  
43

44 **C. Annual Orientation:**

45 The District shall allow Association representatives at least two (2) hours before the  
46 start of school to introduce the Union leadership and review the Collective Bargaining  
47 Agreement during the workday (or in-service) without loss of pay.  
48

1 **D. New Hire Orientation:**

2  
3 **For Fall Orientation:**

4 The District will provide Public School Employees of Washington/SEIU Local 1948  
5 (PSE) at least five (5) days' notice of any new employee orientation, and within twenty-  
6 four (24) hours in advance of the orientation will provide an electronic list of expected  
7 participants.

8  
9 **For One-on-One Orientations Throughout the Year:**

10 The District will provide Public School Employees of Washington/SEIU Local 1948  
11 (PSE) reasonable access to new employees of the bargaining unit for the purposes of  
12 presenting information about PSE to the new employee. "Reasonable access" for the  
13 purposes of this Section means the access to the new employee occurs within one (1)  
14 week of the employee's start date within the bargaining unit; the access is for no less  
15 than thirty (30) minutes; and the access occurs during the new employee's regular work  
16 hours at the employee's regular worksite, or at a location mutually agreed to by the  
17 District and PSE. Each new employee shall be provided a new employee packet the first  
18 week of employment to contain the following:

- 19  
20
  - A PSE new hire packet to be furnished by PSE.

21  
22 **E. PSE / SEIU Local 1948 Release Time:**

23 The Public School Employees of Washington/SEIU Local 1948 (PSE) may request  
24 release time for Employees. The PSE member shall receive full pay and be in every  
25 respect an employee of the District and shall not be denied any rights or privileges had  
26 by any employee. The PSE member shall be returned to her/his position without loss of  
27 benefits or seniority. A member of this bargaining unit who serves PSE at the state level  
28 may be released without loss of pay five (5) total days per school year in order to serve  
29 the PSE state organization. The District reserves the right to deny the leave request if  
30 the absence is detrimental to District work. The PSE member will stay on the School  
31 District payroll and continue to receive her/his benefits from the District. The School  
32 District will report and pay all taxes for the PSE member. All costs associated with the  
33 employee's absence will be reimbursed by PSE/SEIU Local 1948.

34  
35 **Section 4.5. State PSE Leave.**

36 Release time (not to exceed five [5] days) for PSE members requested by the Public School Employees  
37 of Washington/SEIU Local 1948 State organization may be granted to the employee. The District  
38 reserves the right to deny the leave request if the absence is detrimental to District work. The cost of  
39 the employee's salary and benefits for the duration of the employee's release time will be borne by the  
40 Public School Employees of Washington or by the local.

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**ARTICLE V**

**APPROPRIATE MATTERS FOR 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 those relating to hours, wages, grievance procedures, and general working conditions. Time during work hours, whenever possible, will be allowed Association representatives for attendance at meetings with the District.

**Section 5.2.**

It is further agreed and understood that the District will consult with the Association and meet with the Association upon its request in the formulation of any changes being considered in existing benefits, policies, practices, and procedures.

**Section 5.3.**

It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss, or consult regarding matters concerning working conditions not covered by this Agreement.

**Section 5.4. Job Descriptions.**

The District and the Association agree to meet in accordance with Section 5.2 to review, modify, and implement job descriptions for all positions within ninety (90) workdays of the ratification of this Agreement.

**Section 5.5. Changes in Job Descriptions.**

This District shall provide notice and opportunity to bargain any proposed changes to position descriptions. There shall be no modifications to job descriptions without consultation and discussion with the Association leadership. The District will provide the Association with such amendments, changes, and additions to job descriptions as they may from time to time occur.

**ARTICLE VI**

**ASSOCIATION REPRESENTATION**

**Section 6.1.**

The Association representatives shall represent the Association and employees in a meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time, when practical, and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.



1 **Section 6.2. Labor Management Committee.**

2 The Labor/Management committee is designed to allow the parties to meet at mutually scheduled  
3 times to discuss appropriate matters that do not require negotiations. The purpose of this committee is  
4 to mutually discuss and resolve appropriate matters. The committee shall consist of designated  
5 representatives of the Association and designated representatives chosen by the District.  
6

- 7 1. Association representatives, when leaving their work, shall first obtain permission from their  
8 immediate supervisor. The employees will report their return to work to their supervisors.  
9  
10 2. If meetings are scheduled during employees' working hours, employees will be compensated at  
11 their regular hourly rate.  
12

13 **Section 6.3. Labor Management Meetings.**

14 The Public School Employees of Washington/SEIU Local 1948 (PSE) Labor Management Committee  
15 shall consist of all members of the Chapter's Executive Board who shall meet with the Superintendent  
16 of the District and/or designated representatives on a mutually agreeable, regular basis to discuss  
17 appropriate matters.  
18  
19

20 **ARTICLE VII**

21 **HOURS OF WORK AND OVERTIME**

22  
23  
24 **Section 7.1. Workweek.**

25 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
26 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an  
27 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive  
28 days of rest.  
29

30 **Section 7.2. Work Shift.**

31 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be  
32 changed without prior notice to the employee of five (5) calendar days; provided, however this notice  
33 may be waived by the employee. The employer may waive the five (5) calendar days' notice for  
34 emergency purposes.  
35

36 Should a permanent change be more than two (2) hour difference in start or end time, the position shall  
37 be posted within the classification and follow Article X, Section 10.7.  
38

39 Temporary changes (sixty [60] days or less) and Worker's Compensation accommodation (light duty,  
40 RTW with restrictions) are exempt.  
41

42 Event/Night Custodian-District Wide Only: Each employee shall be assigned to a definite and regular  
43 shift and workweek which shall not be changed without prior notice to the employee of two (2)  
44 calendar days; provided, however this notice may be waived by the employee.  
45  
46





1 **Section 7.2.1. Custodial and Minor Maintenance Grounds Work Shifts.**

- 2 1. The shift for Custodial employees shall consist of eight and one-half (8½) hours, for  
3 eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period  
4 as near the middle of the shift as is practicable and also including a fifteen (15) minute  
5 first and second half rest period, both of which rest periods shall occur as near the  
6 midpoint of each half shift as is practicable.  
7  
8 2. When a Day Custodian is absent, the Night Custodians in that building who are  
9 interested in working day shift can sign up on the annual day shift fill-in custodial list in  
10 the Maintenance office. Custodians in that building will have the first opportunity to  
11 work the day shift using building seniority. Unanswered calls for day shift work  
12 opportunities are considered a decline. If refused by all Night Custodians in that  
13 building, the District will call a Custodian on the fill-in Custodial list for the day shift  
14 by seniority.  
15  
16 a. Swing Shift Custodians who are interested in working day shift can sign up on  
17 the annual day shift fill-in Custodial list located in the Maintenance office.  
18 Employees may add/remove themselves from the list any time throughout the  
19 year. Unanswered calls for day shift work opportunities are considered a  
20 decline. Employees who decline an offer to workday shift three (3) times in  
21 succession will be removed from the list until the next year.  
22  
23 b. Two (2) weeks prior to the first day of school, the District shall notify all  
24 Custodians that the new annual day shift fill-in list is available. The day shift  
25 fill-in list goes into effect on the first day of school.  
26

27 **Section 7.2.2. Food Service Work Shifts.**

28 The normal shift for Food Service employees shall consist of seven and one-half (7½) hours for  
29 seven and one-half (7½) hours of compensation including a thirty (30) minute paid lunch and a  
30 lunch for employees who work a shift of seven (7) hours or more. Some Food Service  
31 employees will continue to be employed for less than seven and one-half (7½) hours. The  
32 normal shift for Head Cooks shall consist of eight (8) hours of compensation, including a thirty  
33 (30) minute paid lunch.  
34

35 **Section 7.2.2.1. Short Term Vacancy.**

36 In filling a short-term vacancy, the District will offer the extra time to the senior regular  
37 part-time employee, by building. The shorter remaining assignment shall be filled by  
38 the substitute.  
39

40 **Section 7.2.3. Student Workers.**

41 Student workers shall be permitted to work at all schools and shall be limited to all lunch  
42 periods. Student workers will not displace or otherwise cause a reduction in hours for current  
43 staff.  
44

45 **Section 7.3. Meal and Rest Periods.**

46 Employees who work a shift or an accumulation of more than five (5) hours shall be allowed a meal  
47 period for (30) minutes which commences no less than two (2) hours or more no more than five (5)  
48 hours from the beginning of the shift. Employees shall be allowed a rest period of fifteen (15) minutes,

1 for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the mid-  
2 point of the work period. Where the nature of the work allows employees to take intermittent rest  
3 periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are  
4 not required.

5  
6 **Section 7.4.**

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

11  
12 **Section 7.5. Emergency School Closure and Delayed Opening.**

13 In the event that it becomes necessary to close or delay opening school(s) because of inclement  
14 weather or other emergency reasons, the District shall make every effort to notify the radio and  
15 television stations and post notifications on the District website and social media by 6:00 a.m.  
16 Additionally the District will use telephone notification systems when accessible.

17  
18 **1. Early Closure:**

19 This provision does not preclude the District from closing school(s) in the event an emergency  
20 developed later in the day. If further evaluation of developing hazardous conditions warrants  
21 closure, employees will remain on duty until their students have been cleared from school  
22 properties and then released from work and not required to make up the rest of their workday.

23  
24 **2. Delayed Opening:**

25 In the event that the opening of school is delayed, employees will attempt to report to work at  
26 the normal time using reasonable caution; tardiness will not result in a reduction of pay. If,  
27 however, an employee feels they cannot report to work; emergency leave, personal leave,  
28 vacation or deduct can be used at the employee's discretion and will be designated in the  
29 District leave reporting system by the employee. Employees may also use leave as above if  
30 they are unable to travel safely to work on non-student days.

31  
32 **3. School Closure:**

- 33 A. *Full time Classified Employees* must report to work as safely as possible. If, however,  
34 an employee feels they cannot report to work, emergency leave, personal leave,  
35 vacation, or deduct can be used at the employee's discretion and will be designated on  
36 the monthly leave record by the employee. Swing Shift Custodians may have the option  
37 to report to work early if approved by the supervisor.
- 38  
39 B. *Regular Classified Employees* are not required to report to work. In the event the  
40 District fails to make said radio website and social media announcements a minimum of  
41 one (1) hour prior to the employee's assigned start time, the District shall compensate  
42 employees that check in at their worksite for two (2) hours. After two (2) school  
43 closures during the year, employees may work their entire contracted workday with  
44 supervisor approval.

1 **4. In-Person Instruction School Closure:**

2 In the event that in-person instruction is cancelled and long-distance learning (at home  
3 learning) is provided due to a state emergency, the District and Association shall meet to  
4 bargain the impact of such in-person instruction school closure.

5  
6 **5. Makeup School Days:**

7 When the District is required by law to make up days missed due to emergency closure,  
8 scheduling of makeup days shall be scheduled by the District. Employees shall not receive  
9 additional compensation for such make-up days.

10  
11 **6. Waived School Days:**

12 In the event the Office of the Superintendent of Public Instruction approves a waiver for school  
13 closures resulting in school days that will not be made up by students, no employee shall suffer  
14 loss of pay. The employer shall provide opportunities to make up the missed hours performing  
15 bargaining unit work. The employee must make up the missed hours or use vacation, personal  
16 sick leave or take unpaid deduct as an alternative.

17  
18 **Section 7.6.**

19 Time worked by the event Custodian on the sixth or the seventh consecutive day of work will be paid  
20 at the employee's regular Custodian rate of pay. When worked in conjunction with another District  
21 assignment, hours worked as Event Custodian shall qualify for overtime compensation for hours  
22 worked in excess of forty (40) hours per week.

23  
24 **Section 7.7.**

25 Food Service employees shall receive one (1) day for preparation prior to school opening in the fall.  
26 One hundred ninety-one (191)-day Cooks will be allowed to work two (2) in-service days prior to the  
27 start of school for kitchen preparation and up to eight (8) in-service hours will be allowed for WSNA  
28 recertification during the year.

29  
30 **Section 7.7.1.**

31 When the kitchen is used in the preparation of food for extra activities, a Food Service  
32 employee shall be in attendance and compensated at the appropriate rate of pay.

33  
34 **Section 7.8. Overtime.**

35 Overtime assignments shall be distributed in accordance with the seniority provisions in each building  
36 as hereinafter provided. In the assignment of overtime, the District agrees to provide the employee  
37 with as much advance notice as practicable in the circumstances.

38  
39 **Section 7.8.1.**

40 All hours worked in excess of the regular shift shall be compensated at the rate of one and one-  
41 half (1½) times the employee's current pay.

42  
43 **Section 7.8.2.**

44 All hours worked on the sixth consecutive day shall be compensated at the rate of one and one-  
45 half (1½) times the employee's current pay. All hours worked on the sixth consecutive day in  
46 excess of the employee's normal shift shall be compensated at a rate twice the employee's  
47 current pay.

1           **Section 7.8.3.**

2           All hours worked on the seventh consecutive day shall be compensated at the rate of twice the  
3           employee's current pay. All hours worked on the seventh consecutive day in excess of the  
4           employee's normal shift shall be compensated at a rate of four (4) times the employee's current  
5           pay.  
6

7           **Section 7.8.4.**

8           Employees called back on a regular workday or called on the sixth or seventh consecutive  
9           workday shall receive no less than two (2) hours' pay at the appropriate rate.  
10

11          **Section 7.8.5.**

12          All paid time will be considered "Hours Worked" for overtime.  
13

14          **Section 7.9.**

15          Current Custodians and Food Service employees will be given first consideration for summer  
16          positions. The District shall have the right to remove nine (9)-month employees from summer work for  
17          non-performance.  
18

19          **Section 7.10.**

20          Based on building needs, an alternative work schedule may be granted by the supervisor.  
21

22          **Section 7.11.**

23          During non-school days following a night shift, Night Custodians shall have the option to work one (1)  
24          of the following schedules:

- 25                   9:00 a.m. to 5:30 p.m. OR  
26                   7:00 a.m. to 3:30 p.m.  
27  
28

29          On non-school days not following a night shift, Custodians will work from 7:00 am to 3:30 pm;  
30          provided, however, if an employee has a second job outside of the District that conflicts with the  
31          schedule above, the employee shall inform the supervisor and the two shall attempt to reach a  
32          compromise.  
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## ARTICLE VIII

### HOLIDAYS AND VACATIONS

#### **Section 8.1. Holidays.**

All full-time classified employees shall receive the following paid holidays and all regular classified employees shall receive ten (10) holidays. Employees required to work the day before or the day after Juneteenth and Independence Day will be paid for the holiday.

- |                               |                            |
|-------------------------------|----------------------------|
| 1. New Year's Day             | 7. Labor Day               |
| 2. Martin Luther King Jr. Day | 8. Veterans' Day           |
| 3. Presidents' Day            | 9. Thanksgiving Day        |
| 4. Memorial Day               | 10. Day after Thanksgiving |
| 5. Juneteenth                 | 11. Day before Christmas   |
| 6. Independence Day           | 12. Christmas Day          |

#### **For Custodians, Minor Maintenance Grounds, and Warehouse/Delivery Only:**

It is agreed and understood that the employees in the Custodial unit shall be allowed to exchange the current "day before Christmas" holiday for the "day after Christmas." The employee shall notify their immediate supervisor ten (10) days prior to their selection.

#### **Section 8.1.1. Unworked Holidays.**

Eligible employees shall receive pay equal to their normal work shift at their current rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday, and have worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are not on leave of absence shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee goes on paid sick leave and is unable to work on either of such shifts, the employee will receive the paid holiday as long as they have paid leave available.

#### **Section 8.1.2. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus twice their current rate for all hours worked on such holidays.

#### **Section 8.1.3. Holidays During Vacation.**

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

1 **Section 8.2. Vacations.**

2 Vacation schedule for all full-time classified employees subject to this Agreement shall be according to  
3 the following schedule:

4	
5	After 1 year of service.....10 days' paid vacation
6	After 2 years of service.....12 days' paid vacation
7	After 6 years of service.....13 days' paid vacation
8	After 7 years of service.....14 days' paid vacation
9	After 8 years of service.....15 days' paid vacation
10	After 9 years of service.....16 days' paid vacation
11	After 10 years of service.....17 days' paid vacation
12	After 11 years of service.....18 days' paid vacation
13	After 12 years of service.....19 days' paid vacation
14	After 13 years of service.....20 days' paid vacation
15	

- 16 1. During the school year, vacation requests must be received in writing three (3) business days  
17 (example: employee requests Friday off, request must be received by Tuesday) prior to the  
18 requested day(s) off. Requests will be honored by seniority per Section 10.7 of the Collective  
19 Bargaining Agreement. If the vacation request is received one (1) month or more before  
20 requested time off, leave will be honored on a first come-first served basis with no bumping by  
21 a senior employee. Vacation must be taken for a minimum of four (4) hours. Requested  
22 exceptions may be approved by the Director of Human Resources. Progress of District work  
23 will be paramount in scheduling vacations.
- 24
- 25 2. The District requests that vacation for summer months are submitted by April 15 (via District  
26 Survey) and reasonable requests will be honored. Changes to the submitted vacation requests  
27 must be received in writing three (3) business days prior to the requested day(s) off. Additional  
28 requests not received by April 15th will require the standard three (3) business days' notice.

29  
30 **Section 8.2.1.**

31 Eligibility for use of vacation credit shall be determined as follows:

- 32
- 33 1. An employee shall become eligible to use vacation after September 1<sup>st</sup> of the first year  
34 of employment and each September 1<sup>st</sup> thereafter.
- 35
- 36 2. Newly hired employees shall accrue vacation on a pro-rated schedule the first year of  
37 employment.

38  
39 **Section 8.2.2.**

40 Employees may not accrue more than thirty (30) days of vacation unless otherwise specifically  
41 provided by contract. Employees' accrued vacation can exceed thirty (30) days during the  
42 school year but must be reduced to thirty (30) days or less by August 31 of each year. Vacation  
43 accruals will be stopped if an employee has a vacation balance over thirty (30) days as of  
44 August 31 of each year. Vacation accruals will recommence after the employee's vacation has  
45 been taken or lost and the accrued vacation has dropped below the thirty (30) maximums.



1 **Section 8.2.3.**

2 Any employee who is discharged or who terminates employment shall receive payment for  
3 unused accrued vacation credit with their final paycheck.

4  
5 **Section 8.2.4.**

6 Employees shall have a choice of split vacations at a time mutually agreed upon by the  
7 employee and the supervisor.  
8

9  
10 **ARTICLE IX**

11 **LEAVES**

12  
13  
14 **Section 9.1. Sick Leave.**

15  
16 **1. Regular and Full Time Employees:**

17 Each employee shall accumulate twelve (12) days sick leave per work year to the maximum  
18 allowable according to State law. If an employee works less than the full year, their sick leave  
19 will be pro-rated. The District shall project the number of annual days of sick leave at the  
20 beginning of the school year according to the estimated calendar months the employee is to  
21 work during that year. The employee shall be entitled to the projected number of days of sick  
22 leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base  
23 hourly rate applicable to the employee's normal daily work shift; provided, however, that  
24 should an employee's normal daily work shift increase or decrease subsequent to an  
25 accumulation of days of sick leave, sick leave benefits will be paid in accordance with his  
26 normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be  
27 expended on an hourly rather than a daily basis. Should an employee use sick leave beyond the  
28 number of days earned or accumulated, and then leave the District's employ, the cost of said  
29 days taken which were paid to the employee shall be deducted from the employee's final check.  
30 Employees have the responsibility to notify their supervisor in advance for sick leave absence  
31 reasons that are pre-planned (appointments or surgeries) or as soon as the employee is apprised  
32 of a sudden illness.  
33

34 Recording Leave: Employees are responsible for timely input of any time off into the District's  
35 leave reporting system. Time off should be entered before the absence when possible. Time off  
36 will be entered no later than the employee's return date. Entering time off does not replace  
37 regular notification procedures.

38  
39 A physician statement of illness may be required upon request of the Superintendent or  
40 designee under the following situations.

- 41  
42 A. When the employee is applying for FMLA, PFML, or Shared Leave.  
43 B. When an illness exceeds five (5) consecutive workdays.  
44

45 Unpaid Leave: The District expects that all employees stay within their sick leave, personal  
46 leave, and vacation leave (when applicable) allocations. Unpaid leave is not an automatic right  
47 of employment. Unpaid leave is allowed under qualifying FMLA, PFML, or childcare leaves.



1 Any non-approved unpaid leave will be considered an unexcused absence and may be reflected  
2 on annual evaluations and subjected to progressive discipline.

3  
4 **2. Substitute and Temporary Employees:**

5 The District shall provide paid sick leave for substitute and temporary employees according to  
6 state law.

7  
8 **3. Sick Leave Use:**

9 An employee is authorized to utilize sick leave for the following reasons: To provide care for a  
10 family member with mental or physical illness, injury, or health condition; care of a family  
11 member who needs medical diagnosis, care or treatment of a mental or physical illness, injury  
12 or health conditions; or care for a family member who needs preventative medical care needed  
13 to provide care for a family member with a mental or physical illness, injury, or health  
14 condition. Family means any of the following:

- 15  
16 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom  
17 the employee stands in loco parentis, is a legal guardian regardless of age or  
18 dependency status.
- 19  
20 B. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or  
21 the employee's spouse or registered domestic partner, or a person who stood in loco  
22 parentis when the employee was a minor child.
- 23  
24 C. A spouse.
- 25  
26 D. A registered domestic partner.
- 27  
28 E. A grandparent.
- 29  
30 F. A grandchild.
- 31  
32 G. A sibling.

33  
34 The District shall follow all state and federal laws regarding the use paid sick leave for all  
35 employees.

36  
37 **Section 9.1.1. Sick Leave Attendance Incentive Program.**

38 In January of the year following any year in which a minimum of sixty (60) days of leave for  
39 illness or injury is accrued and each January thereafter, any eligible employee may exercise an  
40 option to receive remuneration for unused leave for illness or injury accumulated in the  
41 previous year at a rate equal to one (1) day's monetary compensation of the employee for each  
42 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for  
43 illness or injury for which compensation has been received shall be deducted from accrued  
44 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary  
45 compensation.



1 **Section 9.1.2.**

2 At the time of separation from School District employment due to retirement or death, an  
3 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)  
4 day's current monetary compensation for each four (4) full day's accrued leave for illness or  
5 injury.  
6

7 **Section 9.2. Leave for Bereavement.**

8 Up to three (3) days in state and up to five (5) days out of state shall be granted with pay following  
9 notification to the supervisor for bereavement leave in the event of death of an employee's child,  
10 spouse, parent, stepparent, grandparent, grandchild, sibling, parent-in-law, aunt or uncle, or close  
11 personal friend. Bereavement leave form must be submitted to the supervisor in advance of leave and  
12 additional proof may be required. Bereavement is noncumulative.  
13

14 Bereavement leave may only be used for three (3) incidences per year. Such leave may be extended by  
15 the Superintendent.  
16

17 **Section 9.3. Emergency Leave.**

18 Employees shall be entitled to emergency leave in accordance with RCW 28A.58.100. Emergency  
19 leave may be taken at the employee's discretion due to a problem that has been suddenly precipitated  
20 or is unplanned or where preplanning could not relieve the necessity for the employee's absence; such  
21 leave shall be taken from sick leave. Emergency leave shall not be taken for personal pleasure or profit  
22 or to extend a holiday or for social or recreational purposes. Employees must inform their supervisor of  
23 the reason for emergency leave in advance.  
24

25 **Section 9.4. Leave of Absence.**

26 **Section 9.4.1.**

27 Upon recommendation of the immediate supervisor through administrative channels to the  
28 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
29 leave of absence for a period not to exceed one (1) year. Provided, however, if such leave is  
30 granted due to extended illness, one (1) additional year may be granted.  
31  
32

33 **Section 9.4.2.**

34 The returning employee will not necessarily be assigned to the identical position occupied  
35 before the leave of absence. However, provided a vacancy exists for which the employee is  
36 qualified, the employee shall be reinstated to a position equivalent in duties and salary to that  
37 held at the time the request for leave of absence was approved.  
38

39 **Section 9.4.3.**

40 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
41 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
42 the employee is on leave of absence.  
43

44 **Section 9.5. Personal Leave.**

45 Personal leave of three (3) days shall be granted with pay. Personal leave must be entered  
46 electronically twenty-four (24) hours prior to the requested time off. Personal leave shall be awarded  
47 on a first come, first served basis. Personal leave must be taken for a minimum of two (2) hours. No  
48 reason shall be required as to the purpose for using the leave. Requested exceptions may be approved



1 by the Director of Human Resources. Personal leave may be accumulated up to ten (10) days. Requests  
2 will be approved based on the availability of substitutes. Employees may use personal day in  
3 increments of eight (8) hours on non-school days without providing a twenty-four (24) hour notice, as  
4 long as their absence does not require a substitute. Employees are still encouraged to provide as much  
5 notice as possible for planning and communication purposes.

6  
7 For every forty (40) hours worked, the on-call Event Custodian will earn one half ( $\frac{1}{2}$ ) hour of personal  
8 leave which will be accrued on a monthly basis. This leave may be used for any purpose, subject to the  
9 notice timelines outlined in the personal leave language above. The maximum accumulation for this  
10 leave is ten (10) days. If the on-call Event Custodian is hired into a continuing position, this leave will  
11 be converted to personal leave and subject to all applicable maximum rules. As an example, if an  
12 employee works two thousand eighty (2080) hours, they will earn a total of twenty-six (26) hours of  
13 personal leave, calculated by dividing their total hours worked two thousand eighty (2080) by forty  
14 (40) then multiplying the result by one half ( $\frac{1}{2}$ )

15 .  
16 If an employee's personal leave accrues beyond the maximum allowable limit and cannot be carried  
17 over to the next year, the excess amount will be cashed out to VEBA at a rate of 4/1, twenty-five  
18 percent (25%). This cash out will take place at the time of the leave allocation in September, based on  
19 the employee's rate of pay as of August 31. No other cash out privileges will be allowed.

#### 20 21 **Section 9.6. Extended Leave Positions.**

22 When an employee is anticipated to be on sick leave or an extended leave for a minimum of thirty (30)  
23 calendar days or more, the temporarily vacated position shall be filled using seniority, and the  
24 procedure repeated until all assignments are filled. Upon the return of the regular employee, all  
25 assignments revert to the original employee. Extended leave positions in Food Service will be filled  
26 using seniority by building.

#### 27 28 **Section 9.7. Family Leave.**

29 The District shall comply with provisions of the Family Medical Leave Act of 1993 (FMLA) as  
30 applicable to a public school district and shall comply with the provisions of the Washington State  
31 Family Care and Family Leave Act (January 1, 2003).

#### 32 33 **Section 9.8. Jury Duty and Subpoena Leave.**

34 An employee who is away from his/her duties because of jury duty shall be paid for such time lost at  
35 his/her normal rate of pay. An employee will be granted a maximum of two (2) days leave if  
36 subpoenaed as a witness in court or other legal proceedings; provided that a leave with pay shall not be  
37 granted to an employee for a case brought or supported by a staff member, Union, or Association for a  
38 case in which the staff member has a direct or indirect interest in the proceedings.

39  
40 On any day that an employee is released from jury duty or as a witness by the court and four (4) or  
41 more hours of the employee's scheduled workday remain, the employee is to inform his/her supervisor  
42 and report to work if requested to do so. The Superintendent or designee may extend the definition and  
43 intent of the subpoena leave policy on an individual basis.

44  
45 Hours at jury duty will count as time worked for Night Custodians. Example: Jury Duty—two and a  
46 half (2.5) hours, Work—five and a half (5.5) hours.

1 **Section 9.9. Maternity Leave / Parental Leaves.**

2 An employee requesting maternity and/or parental leave shall notify the District in advance of his or  
3 her intention to take leave and the estimated date when he/she will return to work.

4  
5 **A. Maternity Leave using District Leaves:**

- 6 1. An employee is entitled to use accrued sick, personal, vacation, and unpaid leave for  
7 delivery and recovery after childbirth. The normal period for delivery and recovery after  
8 childbirth is assumed to be thirty (30) workdays. Use of more than thirty (30) workdays of  
9 accrued leave for delivery and recovery after childbirth or a pregnancy-related disability  
10 must be verified by a physician’s note.
- 11  
12 2. Personal leave and/or a vacation may be accessed beyond the thirty (30) days without a  
13 physician’s note.
- 14  
15 3. Any extension of maternity leave beyond the period needed for childbirth and recovery  
16 shall be granted under parental leave.

17  
18 **B. Parental Leave:**

- 19 1. An employee shall be allowed to use up to thirty (30) days of accumulated sick leave per  
20 year for introducing a new child into their family.
- 21  
22 2. This applies to regular childbirth as well as adoption.
- 23  
24 3. If the employee does not have enough sick leave, the employee may go on an unpaid  
25 parental leave. Unpaid parental leave may be extended to sixty (60) days if qualified under  
26 FLA/FMLA. The employee may continue District sponsored insurance programs while on  
27 unpaid leave by paying the premiums directly to the District.

28  
29 **C. Maternity Leave and / or Parental Leave Using Washington Paid Family Medical Leave:**

- 30 1. Eligible employees may access Washington Paid Family and Medical Leave for up to  
31 twelve (12) weeks to welcome a new child via childbirth, adoption, or foster placement and  
32 may be eligible to receive up to eighteen (18) weeks if the employee experiences a serious  
33 health condition with a pregnancy that results in incapacity per the new Washington Paid  
34 Family and Medical Leave.

35  
36 **Section 9.10. Unpaid Leave.**

37 Any leave without pay must be approved by Human Resources.

38  
39 **Section 9.11. Washington Paid Family Medical Leave.**

40 Washington Paid Family Medical Leave (PFML) benefits as allowed by law:

- 41
- 42 • The District shall annually notify employees about the benefits available under PFML.
- 43 • Employees will be required to file a claim for PFML benefits with the Employment Security  
44 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply>. All  
45 payments will come from the ESD.
- 46



- Employees will be required to contact the Employment Security Guidelines to determine the amount of leave available.
- To qualify for PFML, employees must meet minimum hours required in employment in Washington State during the qualifying period Employment Security will determine the employee's eligibility and benefits.
- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for all information pertaining to this leave.
- The District and employees shall pay premium costs as per state law.

## ARTICLE X

### PROBATION, SENIORITY, AND LAYOFF PROCEDURES

#### **Section 10.1.**

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.

#### **Section 10.2.**

Each new hire shall remain on probationary status for a period of not more than one employment year following the hire date. During this probationary period, the District may discharge such employee at its discretion.

##### **Section 10.2.1.**

Employees who have interviewed and been selected for an open position in a different classification within the bargaining unit will be released from work for three (3) shifts in order to job shadow the new position before accepting the position.

#### **Section 10.3.**

Upon completion of the probationary period, the employee will be subject to all 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 justifiable cause.
- C. Retirement.
- D. Change in job classification within the bargaining unit, as hereinafter provided.

#### **Section 10.5.**

Seniority rights shall not be lost for the following reasons, without limitation:

- 1 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 2
- 3 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
- 4 States.
- 5
- 6 C. Time spent on other authorized leaves not to exceed one (1) year, or as hereinafter provided.
- 7
- 8 D. An employee who leaves the bargaining unit to work in another bargaining unit within the
- 9 School District will retain their seniority for one (1) year.
- 10

11 **Section 10.6.**

12 Seniority rights shall be effective within the general job classification. As used in this Agreement,

13 general job classifications are those set forth in Article I, Section 1.5.

14

15 **Section 10.7.**

16 The employee with the earliest hire date shall have absolute preferential rights regarding shift

17 selection, vacation periods, and special services. Overtime shall follow building seniority preferential

18 rights in accordance with Article VII, Section 7.8 of the Collective Bargaining Agreement. The

19 employee with the earliest hire date shall have preferential rights regarding promotions, assignment to

20 new or open jobs or positions, and layoffs when ability and performance are substantially equal with

21 junior employees. If the District determines that seniority rights should not govern because a junior

22 employee possesses ability and performance substantially greater than a senior employee or senior

23 employees, the District shall set forth in writing to the employee or employees and the organization's

24 grievance committee chairperson its reasons why the senior employee or employees have been

25 bypassed.

26

27 **Section 10.8.**

28 Employees who change job classifications within the bargaining unit shall retain their hire dates in the

29 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire

30 date and a new classification.

31

32 **Section 10.9.**

33 The District shall publicize within the bargaining unit the availability of open positions for five (5)

34 working days after the District is apprised of the opening if the District intends to fill the position. All

35 pertinent specific information will be included in the publication.

36

37 **Section 10.10.**

38 In filling Food Service special assignments, the Head Cook at each building is the first to work

39 banquets, etc. Any additional workers needed will be selected by bargaining unit seniority.

40

41 **Section 10.11. Ties in Seniority Date.**

42 When the hire date of two (2) or more employees is identical. The date of the application and the time

43 stamp on the application when hired into continuous daily employment as a bargaining unit member

44 shall be used to establish seniority. Drawing of lots shall be used to determine relative placement of

45 employees when the hire date and application date is identical.

46

47

48

1 **Section 10.12.**

2  
3 **Head Cook / Head Custodian / Warehouse / Delivery Selection Process.**

4 In making determinations for the Head Cook/ Head Custodian/ Warehouse/Delivery position,  
5 the District will utilize the following criteria to make its determination of relative ability and  
6 performance according to Article X: Seniority, experience (direct and related), tests (where  
7 applicable), interview scores, discipline history, and performance evaluations.

8  
9 For current Food Service and Custodial members applying for Warehouse positions only: The  
10 seniority date of the employee in their current role (Food Service or Custodial) will be applied  
11 toward points in the seniority position of the hiring selection process for future Warehouse  
12 openings.

13  
14 Change in Seniority Date: When an employee is hired into the Warehouse/Delivery  
15 classification, their seniority date will change to their new date of contracted employment in the  
16 Warehouse/Delivery classification.

17  
18 **1. Interviews:**

19 The District shall interview/test the top three (3) bargaining unit candidates on the seniority list  
20 who have applied and meet the required qualifications of the position. When external applicants  
21 meeting the required qualifications of the position are interviewed/tested, all bargaining unit  
22 applicants who meet the required qualifications of the position shall be interviewed/tested.  
23 Interviewers will independently score the responses to interview questions while the applicant  
24 is answering questions.

- 25  
26 A. Interview Team will include Building representative (if applicable), department  
27 supervisor(s) (if applicable) and one (1) bargaining unit board member.
- 28  
29 B. The answer for each question will be scored 1-10 points (1 = a poor response and  
30 10 = an excellent response.)
- 31  
32 C. Each interview team member will have a score sheet and space to write notes on the  
33 score sheet.
- 34  
35 D. The final interview score will be the percentage of points received of the amount of  
36 overall points available and converted to a point scale of 1-10.

37  
38 **2. Skills Test:**

- 39 A. Any skill testing or interviews conducted as a part of the application process will be  
40 equally administered to all candidates and will be based on the required qualifications  
41 found in the job description for the position. Interviews and skills testing shall be  
42 administered in the same environment and free from surrounding distractions.  
43 Employees will be allowed to use the same resources available to them on the job site.  
44 All applicants will be given two (2) workdays' notice before any interview or skills test.  
45 The District will provide accommodations for applicants with learning disabilities  
46 according to the American Disabilities Act.



- 1 B. Any bargaining unit member who has already taken the test in the past twenty-four (24)  
2 months shall not be required to retake the test. An exception would be made upon the  
3 bargaining unit member's request to retake the test to improve the original score.  
4  
5 C. The final skills test score will be the percentage of points received of the amount of  
6 overall points available and converted to a point scale of 1-10.  
7

8 **3. Other Scoring:**

9 **A. Unapproved Unpaid Leave in the Past Two (2) Years:**

- 10 i. Zero (0) Days = Ten (10) points  
11 ii. One to two (1-2) Days = Five (5) points  
12 iii. Three (3) or more Days = Zero (0) points  
13

14 **B. Discipline History:**

- 15 i. No negative discipline history = Ten (10) points  
16 ii. One (1) verbal reprimand = Five (5) points  
17 iii. Two (2) or more verbal reprimands, one (1) or more-written reprimands or one  
18 (1) or more suspensions = Zero (0) points  
19

20 **C. Performance History (Over the Past Two (2) Years):**

- 21 i. Three (3) or more unsatisfactory = Zero (0) points  
22 ii. One to two (1-2) unsatisfactory marks = Five (5) points  
23 iii. No unsatisfactory marks = Ten (10) points  
24

25 **D. Seniority:**

- 26 i. One to ten (1-10) years = Five (5) points  
27 ii. Eleven to twenty (11-20) years = Seven (7) points  
28 iii. Twenty-one (21) + years = Ten (10) points  
29

30 The final scoring of applicants shall be the total number of points earned in the following above  
31 categories for a total of sixty (60) possible points.  
32

33 **Section 10.13. Probation, Seniority, and Layoff Procedures.**

- 34 1. The District shall provide the Association with the positions to be eliminated for regular  
35 classified employees no later than the last day of school and for full-time classified employees  
36 no later than July 31.  
37  
38 2. Employees who have been placed in layoff status will retain seniority within the bargaining  
39 unit for one (1) calendar year. It is the employee's responsibility to apply for open positions.  
40 An employee on layoff status must maintain a current, up-to-date email address with the  
41 District to be considered for recall. The rights of the employee on layoff status shall be  
42 forfeited by failure to maintain a current email address with the District. Employees will remain  
43 on the layoff list for one (1) calendar year. Employees in layoff status that apply for open  
44 positions will be considered, by seniority, before outside candidates.  
45  
46 3. Placement on the substitute list will be optional for laid off employees. Employees on the  
47 reemployment/substitute list will be the first called back for employment and substitute

1 opportunities based on layoff ranking. Employees in lay off status will notify the Human  
2 Resources Office of their intent to substitute.

- 3
- 4 4. An employee on layoff status who rejects an offer of employment in a substantially similar  
5 position that was held immediately prior to layoff or fails to respond to an electronic offer of  
6 re-employment within forty-eight (48) hours of receipt of an offer will forfeit seniority and all  
7 other accrued benefits. Time-stamped offers shall be sent via the District's electronic system.  
8 The employee will have forty-eight (48) hours to respond once the electronic offer has been  
9 made. The offered position must be substantially similar in terms of duties. Employees who are  
10 called back for reemployment/substitute duties will be compensated at the regular rate they  
11 held at the time of the layoff.
- 12

13

## 14 ARTICLE XI

15

### 16 EVALUATIONS

17

#### 18 **Section 11.1. Evaluation Procedure.**

19 The evaluation procedure provides for a growth mindset to be maintained by all parties toward the  
20 development and improvement of the of the District. The evaluation procedure recognizes high levels  
21 of performance and encourages improvement in specific identifiable areas and provides support for  
22 professional growth through the systematic assessment of employee performance.

23

- 24 1. The supervisor shall perform evaluations at least once during the school year. Evaluations must  
25 be given to employees before May 31<sup>st</sup> of each year. Evaluation meetings must be held in  
26 person.
- 27
- 28 2. Probationary employees will be evaluated within the first ninety (90) days of employment.
- 29
- 30 3. Evaluation conference will be conducted in private. Employees may request a copy of the  
31 signed evaluation one (1) workday prior to the conference.
- 32
- 33 4. Employee shall have an opportunity to attach written comments to their evaluation.
- 34

35

#### 36 **Section 11.2. Training Evaluators.**

37 All assigned will be trained in the evaluation objectives and process.

38

#### 39 **Section 11.3. Plan of Improvement.**

40 Supervisors shall share feedback on areas of performance that need to be improved. When supervisors  
41 identify significant performance deficiencies that are remediable a written plan of improvement may be  
42 provided for non-probationary employees. Such feedback shall be shared through discussions or in  
43 documents and be separate from the evaluation form. Such plans will identify the following:

- 44 1. Area needing improvement.
- 45 2. Expectations for improvement
- 46 3. Assistance to be provided (where applicable)
- 47



1 A minimum of a ten (10)-week timeline will be provided for the employee to demonstrate  
2 improvement. Supervisors must meet with the employee at least once every ten (10) workdays to  
3 review the employee's performance. Appropriate support and training will be provided by the District.  
4

## 6 **ARTICLE XII**

### 8 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

#### 11 **Section 12.1. Discipline.**

12 The District may discipline or discharge an employee for justifiable cause. The issue of justifiable  
13 cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District  
14 has reason to discipline an employee, it shall be done in private. The following progression of  
15 employee discipline shall generally be followed:  
16

- 17 • Verbal Warning
- 18 • Written Reprimand
- 19 • Suspension
- 20 • Termination

- 21
- 22 1. The specific grounds forming the basis for disciplinary action must be made available to the  
23 employee before the meeting. Any disciplinary action or measure imposed upon an employee  
24 may be processed as a grievance through the regular grievance procedure.  
25
- 26 2. Each employee has the right, during an investigatory interview which the employee reasonably  
27 believes may result in discipline, to request the presence of an Association representative.  
28
- 29 3. Employees may rebut any disciplinary material placed in their personnel files.
- 30 4. Any meeting in which discipline is delivered must have the employee's supervisor or HR, or as  
31 stated in #2 above, a Union representative may be included at the member's request.  
32

#### 33 **Section 12.2. Notification to Non-Annual Employees.**

34 This Section is intended to be applicable to those employees whose duties necessarily imply less than  
35 twelve (12) months (excluding vacations) work per year.  
36

##### 37 **Section 12.2.1.**

38 Should the District decide to discharge any non-annual employee, the employee shall be  
39 notified in writing prior to the expiration of the school year.  
40

##### 41 **Section 12.2.2.**

42 Nothing contained herein shall be construed to prevent the District from discharging an  
43 employee for acts of misconduct occurring after the expiration of the school year.  
44

##### 45 **Section 12.2.3.**

46 Nothing contained in this section shall in any regard limit the operation of other sections of this  
47 Article.

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**Section 12.3.**

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees four (4) weeks’ notice of intention to discharge.

**ARTICLE XIII**

**INSURANCE AND RETIREMENT**

**Section 13.1. Custodians, Food Service, Minor Maintenance Grounds, and Warehouse/Delivery.**

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State Law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

**Section 13.1.1.**

The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred thirty (630) hours or more per school year. The District will not purposefully limit an employee’s hours to prevent SEBB eligibility.

**Section 13.2.**

The District shall provide tort liability coverage for all employees subject to this Agreement.

**Section 13.3.**

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

**Section 13.4.**

All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan approved by the District. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

**Section 13.5. VEBA.**

The District shall contribute twenty dollars (\$20.00) a month to a VEBA account for each SEBB-eligible employee covered by the provisions of this collective bargaining agreement.

**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP PAYROLL DEDUCTION**

**Section 14.1. Association Dues.**

(Reference RCW 41.56.110) The Association, which is the legally recognized exclusive bargaining representative of the classified staff as described in the recognition clause of this Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a



1 written authorization form, E-signature, or voice authorization of dues deduction and authorization  
2 form), an amount equal to the fees and dues required for membership in the Association.

3  
4 The Public School Employees of Washington/SEIU Local 1948 (PSE) state office will be the custodian  
5 of the records related to dues authorization and they agree that, as the custodian of the records, they  
6 have the responsibility to ensure the accuracy and safe keeping of those records. Any changes in the  
7 rate of membership dues will require at least thirty (30) days' written notice to the Payroll Department.

8  
9 **Section 14.2.**

10 The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn  
11 in writing by the employee and submitted by the employee to the exclusive bargaining representative  
12 in accordance with the terms and conditions of the authorization.

13  
14 After the employer receives confirmation from the exclusive bargaining representative that the  
15 employee has revoked authorization for deductions, the employer shall end the deduction effective on  
16 the first payroll after the receipt of the authorization. The employer shall rely on information provided  
17 by the exclusive bargaining representative regarding the authorization and revocation of deductions.

18  
19 **Section 14.3.**

20 The Association agrees to defend and hold the District harmless against any legal action brought  
21 against the District in reference to the representation fee deduction.

22  
23 **Section 14.4. Political Action Committee.**

24 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
25 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
26 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
27 check separate from the Union dues transmittal checks. Section 14.1 of the Collective Bargaining  
28 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least  
29 annually, the employee shall be notified about the right to revoke the request by the Public School  
30 Employees of Washington/SEIU Local 1948 (PSE).

31  
32 **Section 14.5. Electronic Signature /Voice Authorization.**

33 The parties acknowledge and agree that the term "written authorization" as provided in this Agreement  
34 includes authorizations created and maintained by the use of electronic/voice records and  
35 electronic/voice signatures consistent with state and federal law. The Association therefore may use  
36 electronic/voice records to verify membership, authorization for voluntary deduction of dues and fees  
37 from wages or payments for remittance of COPE funds subject to requirements of state and federal  
38 law. The employer shall accept confirmations from the Association that the Association possesses  
39 electronic/voice records of such membership and give full force and effect to such authorizations as  
40 "written authorizations" for purposes of this Agreement.

41  
42 **14.6. Hold Harmless.**

43 The Association agrees to defend and hold the District harmless against any legal action brought  
44 against the District in reference to valid membership.

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**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1.**

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

**Section 15.2. Grievance Steps.**

**Section 15.2.1. Step 1.**

Employees shall first discuss the grievance with their immediate supervisor. If employees wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

**Section 15.2.2. Step 2.**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall 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.
- 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 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 15.2.3. Step 3.**

If no settlement has been reached within the ten (10) days referred to in 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. Step 4.**

If no settlement has been reached within the time period referred to in the preceding subsection, and the Association believes the grievance to be valid, the Association may, within ten (10) working days, request binding arbitration of the grievance. The parties will be bound by the



1 rules of the American Arbitration Association except as otherwise agreed. The sections of the  
2 Collective Bargaining Agreement alleged to be violated are controlling and will not be  
3 expanded during the grievance process unless by mutual consent.  
4

5 The decision of the Arbitrator will be submitted to the Board and will be final and binding upon  
6 the parties. The costs of the arbitrator including any travel and subsistence expenses, and the  
7 cost of any hearing room will be borne equally by the District and the Association. Each party  
8 will be responsible for their own cost.  
9

10 **Section 15.2.5.**

11 The grievance or mediation discussions shall take place whenever possible on school time. The  
12 Employer shall not discriminate against any individual employee or the Association for taking  
13 action under this Article.  
14

15 **ARTICLE XVI**

16 **TRANSFER OF PREVIOUS EXPERIENCE**

17  
18  
19  
20 **Section 16.1.**

21 Transfer of longevity and benefit rights from one District to another in the State of Washington shall  
22 be in accordance with RCW 28A.58.099.  
23

24 **Section 16.2.**

25 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A,  
26 except the seniority provisions.  
27

28 **ARTICLE XVII**

29 **SELF IMPROVEMENT, EQUIPMENT USAGE, AND PROFESSIONAL DEVELOPMENT**

30  
31  
32 **Section 17.1. Tuition Reimbursement.**

- 33
- 34 1. The District agrees to maintain a five thousand dollar (\$5,000.00) fund each year for tuition  
35 reimbursement, professional development trainings, apprenticeship programs, and tuition loan  
36 reimbursement.  
37
  - 38 2. A Committee comprised of two (2) Association members and the Human Resources Director  
39 shall develop the criteria for the allocation of these funds and meet to approve or disapprove  
40 requests.  
41
  - 42 3. Each employee will be eligible for a maximum of five hundred and fifty dollars (\$550.00) per  
43 year.  
44
  - 45 4. Tuition reimbursement will cover tuition and related textbooks, supplies, and materials.  
46
  - 47 5. Tuition reimbursement can be used for repayment of loans, limited solely to verified tuition  
48 costs. The District will make reimbursement checks payable to the employee and holder of the  
loan.

1  
2 **Section 17.2. Equipment Usage.**

3 Employees that are provided District supplied equipment (cell phones, computer, radios, etc.) are  
4 required to have access to and use equipment during the workday.  
5  
6

7 **ARTICLE XVIII**

8  
9 **SALARIES AND EMPLOYEE COMPENSATION**

10  
11 **Section 18.1.**

12 Salaries for employees subject to this Agreement are contained in Schedule A.  
13

14 **Section 18.2.**

15 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this  
16 Agreement if possible, or in the case of retroactive pay resulting from negotiations pursuant to Article  
17 XIX, Section 19.3, such retroactive pay shall be paid on the first regular payday following agreement  
18 on such schedule, if possible.  
19

20 **Section 18.3.**

21 Employees who are required to work in two (2) or more locations and drive their own vehicles shall be  
22 reimbursed mileage at the prevailing State rate. All other mileage compensation will require prior  
23 approval by the District office.  
24

25 **Section 18.4.**

26 Food service workers who sub in a higher paid position shall be paid the higher salary. Night  
27 Custodians subbing for a Head Custodian shall receive Head Custodian rate of pay.  
28

29 **Section 18.5.**

30 Wages on Schedule A shall be increased on September 1<sup>st</sup> of each year as indicated on Schedule A.  
31

32 **Section 18.6. WSNA Certification.**

33 Staff who can be furnished proof of valid and current certification by the (WSNA) Washington School  
34 Nutrition Association shall be eligible for incentive compensation of seventy-five cents (\$0.75) per  
35 hour. Failure to retain certification will result in the loss of incentive compensation. This certification  
36 is a requirement of a Head Cook. or any Cook that steps up to serve as Head Cook. A lapsed  
37 certification as of September 1st of each year will result in the Head Cook position being posted and  
38 hired; the former Head Cook will assume the position that was vacated by the hiring. The posting and  
39 hiring process will follow Section 10.9 and 10.12 language in this Collective Bargaining Agreement.  
40

41 Certification earned during the current school year must be submitted to the Human Resources  
42 Director by September 1 of each year for payment on the September paycheck of the same year. The  
43 District agrees to pay the renewal/membership for Cooks who have stayed current with the (WSNA)  
44 Washington School Nutrition Association (for active members of School Nutrition Association only).  
45 The District agrees to pay for renewal/membership directly to the WSNA or reimburse each employee  
46 for the cost of the renewal when correct documentation is submitted.  
47

1 **Section 18.7.**

2 The longevity incentive that is listed on schedule A is for continuous employment with the Sunnyside  
3 School District.

4  
5 **Section 18.7.1.**

6 All call-ins will be handled by building seniority, extension of the normal workday due to an  
7 unforeseen circumstance will stay with the employee currently working on that  
8 project. (Unforeseen circumstance example: There is a building issue that occurs over the  
9 weekend that requires cleanup. The most senior employee will be called in; but if the Night  
10 Custodian is cleaning his bathrooms and a toilet starts flooding, that Night Custodian would  
11 stay and work the overtime to continue the work that was in process at the end of the shift.)

12  
13 **Section 18.8. Boots and Protective Footwear.**

14 Employees working in Grounds, Custodial, and Warehouse classification shall receive one hundred  
15 fifty dollars (\$150.00) every school year for appropriate footwear. Employees must wear a closed-toe,  
16 solid leather, or leather-type shoe/boot that provides a non-slip and covers the entire foot. Cloth or  
17 mesh-type shoes are not allowed.

18  
19 Employees in the Food Service classification shall receive one hundred dollars (\$100.00) every school  
20 year for appropriate footwear. Employees must wear a closed-toe, solid leather, or leather-type  
21 shoe/boot that provides a non-slip and covers the entire foot. Cloth or mesh-type shoes are not allowed.

22  
23 This payment shall be paid as a benefit to employees in January of each year.

24  
25 **ARTICLE XIX**

26  
27 **TERMS AND SEPARABILITY OF PROVISIONS**

28  
29  
30 **Section 19.1.**

31 The term of this Agreement shall be September 1, 2023, to August 31, 2027.

32  
33 **Section 19.2.**

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

36  
37 **Section 19.3.**

38 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
39 parties in writing, and provided further, that this Agreement shall be reopened as necessary to consider  
40 the impact of any legislation enacted following execution of this Agreement which may arguably affect  
41 the terms and conditions herein or create authority to alter personnel practices in public employment.  
42 Provided further that salaries (in accordance with Section 18.5) and benefits shall be open each year of  
43 the contract.

44  
45 **Section 19.4.**

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



1 **Section 19.5.**

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

5 **Section 19.6.**

6 In the event either of the two (2) previous sections is determined to apply to any provision of this  
7 Agreement, such provision shall be renegotiated pursuant to Section 19.3.  
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17 **SIGNATURE PAGE**  
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24 PUBLIC SCHOOL EMPLOYEES OF  
25 WASHINGTON / SEIU LOCAL 1948

26  
27 SUNNYSIDE CHAPTERS  
28 CUSTODIAL / FOOD SERVICE /  
29 MINOR MAINTENANCE GROUNDS

SUNNYSIDE SCHOOL DISTRICT #201

30  
31  
32 BY: */E-signed by Johnny Ozuna/*  
33 Johnny Ozuna, Custodial Chapter President

BY: */E-signed by Ryan Maxwell/*  
Ryan Maxwell, Superintendent

34  
35 DATE: *Oct 28, 2023*

DATE: *Oct 26, 2023*

36  
37  
38 BY: */E-signed by Maria Yanez/*  
39 Maria Yanez, Food Services Chapter President

BY: */E-signed by Kristine Diddens/*  
Kristine Diddens,  
Executive Director of Human Resources

40  
41  
42 DATE: *Nov 3, 2023*

DATE: *Oct 30, 2023*  
43  
44  
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46  
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SCHEDULE A 2023 – 2027

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2023-2024	1% + 3.7%
2024-2025	1% + IPD
2025-2026	1% + IPD
2026-2027	3% or IPD whichever is greater

**Grounds:** One dollar (\$1.00) for Certified Irrigation Technician Certificate. The District will pay for two (2) attempts for the certification. It is the employee’s responsibility to maintain the certification.

One dollar (\$1.00) per hour enhancement for Insecticide License for one (1) Grounds person. The employee will be offered an enhancement opportunity by seniority. The Insecticide License must be obtained by March 1st. The employee will have up to two (2) attempts to obtain the Insecticide License. If an employee fails to obtain the license, then the next senior employee will have the opportunity to obtain the license to receive the enhancement.

The District will pay for two (2) attempts for the Pesticide/Insecticide Certificate. It is the employee’s responsibility to maintain the certification.

The District will pay the annual renewal fees for Pesticide, Insecticide, and Irrigation Technician.

**Warehouse Seniority:** Warehouse/Delivery (formerly Food Service Delivery) employees will be on a new separate seniority list. This seniority list will be a subset of the Custodial group and will handle all aspects of the delivery of District resources. All Warehouse employees will maintain a current Food Handler’s Card. The District will reimburse each employee for the cost of the card when correct documentation is submitted.

**Warehouse/Delivery:** Current Warehouse/Delivery will no longer receive the fifty cent (\$0.50) for WSNA certification enhancement but will increase by fifty cents (\$0.50) per hour to the base rate.

**Custodians:** Day Custodians will move to the Head Custodian line on schedule A with training and team-leading duties added to the job description.

District-wide Event Custodians and Event On-Call Custodians will be paid the Head Custodian rate.

A pay differential of one dollar (\$1.00) per hour will be added for a non-Head Custodian hired to be a trainer. The pay differential will be paid on a timesheet for hours worked as a trainer. The employees who will receive this enhancement will be chosen from a pool of applicants based on specific criteria outlined in section 10.12. This criteria will help ensure that qualified individuals are selected for these training roles.

Enhancement Removal: If a staff member in a day or night position receiving the trainer enhancement transitions to the opposite shift but there are no mentor positions available, the enhancement will be removed.

**Longevity:** At the beginning of each of the years of service with the Sunnyside School District, employees shall receive additional longevity pay added to their current rates of pay as follows:

- 7 years of service.....additional \$0.35 / hour
- 15 years of service.....additional \$0.70 / hour
- 20 years of service.....additional \$1.00 / hours



## SCHEDULE A CUSTODIAN/WAREHOUSE/GROUNDS

CUSTODIAN/WAREHOUSE/GROUNDS								
<b>2023-2024</b> 1.0% per Bargained Agreement + 3.7% IPD	Duty Days	Hourly Rate	Year 7 Base + Additional \$.35 Longevity	Year 15 Base + Additional \$.70 Longevity	Year 20 Base + Additional \$1.00 Longevity	Pesticide License Additional \$1.00	Insecticide License Additional \$1.00 (Applicable for 1 Grounds Employee)	Certified Irrigation Technician Certificate Additional \$1.00
Head Custodians (Day) District Wide Event Custodian Event Custodian (On Call)	260	\$26.23	\$26.58	\$26.93	\$27.23			
Custodians (Night)	260	\$25.38	\$25.73	\$26.08	\$26.38			
Warehouse/Delivery	260	\$25.60	\$25.95	\$26.30	\$26.60			
Grounds	260	\$25.38	\$25.73	\$26.08	\$26.38	\$1.00	\$1.00	\$1.00
Mower-Seasonal		\$17.17						
Summer Workers-Seasonal	Min. Wage	\$15.74						
Sub Custodians		\$18.30						
*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.								
<b>2024-2025</b> 1.0% per Bargained Agreement + IPD*	Duty Days	Hourly Rate	Year 7 Base + Additional \$.35 Longevity	Year 15 Base + Additional \$.70 Longevity	Year 20 Base + Additional \$1.00 Longevity	Pesticide License Additional \$1.00	Insecticide License Additional \$1.00 (Applicable for 1 Grounds Employee)	Certified Irrigation Technician Certificate Additional \$1.00
*Salary schedule will be created after State approves Implicit Price Deflator (IPD).								
*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.								
<b>2025-2026</b> 1.0% per Bargained Agreement + IPD*	Duty Days	Hourly Rate	Year 7 Base + Additional \$.35 Longevity	Year 15 Base + Additional \$.70 Longevity	Year 20 Base + Additional \$1.00 Longevity	Pesticide License Additional \$1.00	Insecticide License Additional \$1.00 (Applicable for 1 Grounds Employee)	Certified Irrigation Technician Certificate Additional \$1.00
*Salary schedule will be created after State approves Implicit Price Deflator (IPD)								
*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.								
<b>2026-2027</b> 3.0% or IPD* Whichever is greater Bargained Agreement	Duty Days	Hourly Rate	Year 7 Base + Additional \$.35 Longevity	Year 15 Base + Additional \$.70 Longevity	Year 20 Base + Additional \$1.00 Longevity	Pesticide License Additional \$1.00	Insecticide License Additional \$1.00 (Applicable for 1 Grounds Employee)	Certified Irrigation Technician Certificate Additional \$1.00
*Salary schedule will be created after State approves Implicit Price Deflator (IPD).								
*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.								



## SCHEDULE A FOOD SERVICE

FOOD SERVICE						
<b>2023-2024</b> 1.0% per Bargained Agreement + 3.7% IPD	Duty Days	Hourly Rate	Year 7 Base + Additional \$.35 Longevity	Year 15 Base + Additional \$.70 Longevity	Year 20 Base + Additional \$1.00 Longevity	WSNA Certification
Head Cook	191	\$24.57	\$24.92	\$25.27	\$25.57	\$0.75
Cook	186-191	\$21.59	\$21.94	\$22.29	\$22.59	\$0.75
Sub Cook		\$16.49				
*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.						
<b>2024-2025</b> 1.0% per Bargained Agreement + IPD*	Duty Days	Hourly Rate	Year 7 Base + Additional \$.35 Longevity	Year 15 Base + Additional \$.70 Longevity	Year 20 Base + Additional \$1.00 Longevity	WSNA Certification
*Salary schedule will be created after State approves Implicit Price Deflator (IPD).						
*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.						
<b>2025-2026</b> 1.0% per Bargained Agreement + IPD*	Duty Days	Hourly Rate	Year 7 Base + Additional \$.35 Longevity	Year 15 Base + Additional \$.70 Longevity	Year 20 Base + Additional \$1.00 Longevity	WSNA Certification
*Salary schedule will be created after State approves Implicit Price Deflator (IPD)						
*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.						
<b>2026-2027</b> 3.0% or IPD* Whichever is greater Bargained Agreement	Duty Days	Hourly Rate	Year 7 Base + Additional \$.35 Longevity	Year 15 Base + Additional \$.70 Longevity	Year 20 Base + Additional \$1.00 Longevity	WSNA Certification
*Salary schedule will be created after State approves Implicit Price Deflator (IPD).						
*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.						



1 **LETTER OF AGREEMENT**

2  
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING  
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL  
5 1948, SUNNYSIDE FOOD SERVICE CHAPTER #424 AND THE SUNNYSIDE SCHOOL  
6 DISTRICT #201 PURSUANT TO ARTICLE X, SECTION 10.9. OF THE CURRENT COLLECTIVE  
7 BARGAINING AGREEMENT.

8  
9 The parties agree to the following:

10  
11  
12 The five (5) hour position that is open at Chief Kamiakin School shall remain open for review of  
13 students being served. The position shall be posted no later than November 1, 2023. This is not a  
14 precedent setting for any future similar situations.

15  
16  
17  
18  
19  
20 This Letter of Agreement shall become effective upon signatures of both parties, shall remain in effect  
21 until November 1, 2023, and shall be attached to the current Collective Bargaining Agreement.

22  
23 PUBLIC SCHOOL EMPLOYEES OF  
24 WASHINGTON / SEIU LOCAL 1948

25  
26 SUNNYSIDE FOOD SERVICES  
27 CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

28  
29 BY:  /E-signed by Maria Yanez/  
30 Maria Yanez, Chapter President

BY:  /E-signed by Ryan Maxwell/  
Ryan Maxwell, Superintendent

31  
32 DATE:  Sep 26, 2023

DATE:  Sep 25, 2023



1 **MEMORANDUM OF UNDERSTANDING**

2  
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU 1948, SUNNYSIDE  
5 CUSTODIAL / FOOD SERVICE / MINOR MAINTENANCE GROUNDS CHAPTERS, AND THE  
6 SUNNYSIDE SCHOOL DISTRICT #201 PURSUANT TO THE CURRENT COLLECTIVE  
7 BARGAINING AGREEMENT.  
8

9  
10 The parties agree to the following:  
11

12  
13 The Warehouse Delivery, formerly FS Warehouse Delivery, employees shall be grandfathered into the  
14 Warehouse Delivery position per the seniority list below.  
15

16  
17 The Day Custodian employees shall be grandfathered into the Head Custodian position per the  
18 seniority list below.  
19

20  
21 **CUSTODIAL**

22 **Current Day Custodians grandfathered into the Head Custodian position**  
23 **without testing for position effecting 09/01/23 per CBA.**  
24

<u>NAME</u>	<u>DATE EMPLOYED</u>	<u>POSITION</u>
Maltos, Ray	05/13/94	Head Custodian
Mendez, Reynaldo Z	09/03/97	Head Custodian
Lewis, John David	08/24/00	Head Custodian
Kuonen, Theresa R	09/01/04	Head Custodian
Guzman, Noe	08/23/07	Head Custodian
Rocha, Omar	11/28/11	Head Custodian
Cervantes Pacheco, Enrique	09/04/14	Head Custodian
Contreras, Gabriel Alfonso	08/20/18	Head Custodian
Lepez, Gabriel Angel	10/26/18	Head Custodian
Esqueda, Tyler Rolando	12/10/19	Head Custodian

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38 **WAREHOUSE DELIVERY**

39 **Current Food Service Warehouse Delivery seniority date grandfathered into**  
40 **District Warehouse Delivery classification effective 09/01/23 per CBA.**  
41

<u>NAME</u>	<u>DATE EMPLOYED</u>	<u>POSITION</u>
Garcia, Jesus	09/21/15	Warehouse Delivery
Solis, Luis Fernando	09/01/17	Warehouse Delivery



1 Day Custodians and Warehouse/Delivery employees hired after September 1st, 2023, shall have  
2 seniority as per the CBA.  
3

4  
5 This Memorandum of Understanding shall become effective September 1, 2023, shall remain in effect  
6 through August 31, 2027, and shall be attached to the current Collective Bargaining Agreement.  
7

8  
9 PUBLIC SCHOOL EMPLOYEES OF  
10 WASHINGTON / SEIU LOCAL 1948

11  
12 SUNNYSIDE CHAPTERS  
13 CUSTODIAL / FOOD SERVICE /  
14 MINOR MAINTENANCE GROUNDS

SUNNYSIDE SCHOOL DISTRICT #201

15  
16  
17 BY: /E-signed by Johnny Ozuna/  
18 Johnny Ozuna, Custodial Chapter President

BY: /E-signed by Ryan Maxwell/  
Ryan Maxwell, Superintendent

19  
20 DATE: Nov 4, 2023  
21

DATE: Nov 14, 2023  
22

23 BY: /E-signed by Maria Yanez/  
24 Maria Yanez, Food Services Chapter President

BY: /E-signed by Kristine Diddens/  
Kristine Diddens,  
Executive Director of Human Resources

25  
26  
27 DATE: Nov 9, 2023  
28

DATE: Nov 15, 2023  
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**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, SUNNYSIDE FOOD SERVICE/CUSTODIAL/MINOR MAINTENANCE CHAPTER AND THE SUNNYSIDE SCHOOL DISTRICT #201 PURSUANT TO ARTICLE I, SECTION 1.4 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to the following:

In the event that a current Head Custodian requests to transfer to a Custodian position, the following procedure will be followed:

1. The Head Custodian will submit a written request for the transfer to Human Resources.
2. The vacant Head Custodian position will be posted electronically for five (5) working days, exclusively for internal custodial staff to apply.
3. If a current Head Custodian transfers into the Custodian position, the process will be repeated until all Head Custodian positions are filled.
4. Any resulting custodian vacancies will be filled using the internal vacancy meeting procedure.

This Letter of Agreement shall be effective upon signature and shall remain in effect until August 31, 2027.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948

SUNNYSIDE FOOD SERVICE / CUSTODIAL / MINOR MAINTENANCE / GROUNDS CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

BY:  /Signed by Andrew Morton/  
Andrew Morton,  
Custodial Chapter Secretary/Treasurer

BY:  /Signed by Ryan Maxwell/  
Ryan Maxwell, Superintendent

DATE:  03/20/24

DATE:  03/20/24

BY:  /Signed by Gabriel Lepez/  
Gabriel Lepez,  
Custodial Chapter Vice President

DATE:  03/20/24



1 **LETTER OF AGREEMENT**

2  
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN  
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU 1948, SUNNYSIDE CUSTODIAL  
5 CHAPTER, AND THE SUNNYSIDE SCHOOL DISTRICT #201 PURSUANT TO ARTICLE X,  
6 SECTION 10.9. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
7

8  
9 This LOA shall be re-evaluated and agreed upon by both Parties to extend beyond the 2026-2027  
10 school year. The Parties agree that additional section in Article X, section 10.9.1 for the Custodial  
11 Classification will be called the Internal Custodian Vacancy Meeting.  
12

13  
14 The Parties agree to the following:  
15

16  
17 **Section 10.9.1 Custodial Classification:**

18 Internal Custodian Vacancy Meeting: A special meeting called to reassign new or open positions  
19 when there is a vacancy due to:  
20

- 21  
22 1. A position vacated by a Custodian.  
23 2. Extended leave greater than thirty (30) days by a Custodian.  
24 3. A Custodian’s permanent shift changes more than two (2) hours. (Article VII, Section 7.2).  
25

26  
27 Only current employees on the Custodian seniority list can participate in the meeting. Procedure for  
28 meeting is as follows:  
29

30  
31 Step 1: The District will notify Union leadership within two (2) workdays of receiving written  
32 notification of a vacancy and if it is the District’s intention to fill the position. If the position is to be  
33 opened, the District and Union leadership will work collaboratively to determine the date, time, and  
34 location of the special meeting. The meeting will be held no later than five (5) working days of  
35 notification to the Union leadership. The District will notify all members of the scheduled meeting by  
36 email.  
37

- 38  
39 A. If the special meeting is held during a Custodian's working time, they will be allowed to attend.  
40 If it is held on non-working time, it will not make the employee eligible for any additional pay.  
41  
42  
43 B. If a Custodian is unable to attend the special meeting in person or virtually, they can designate  
44 a proxy to represent them at the meeting. A link to designate a proxy will be included in the  
45 meeting notification.  
46  
47





1 Step 2: The most senior Custodian that applies electronically will be awarded the open vacancy. The  
2 position left vacant will be opened and filled electronically by the next interested senior Custodian.  
3 This process will be repeated until all vacant positions are filled, or no other current Custodian is  
4 interested in filling the vacant position. Any position left vacant will be posted for external applicants  
5 through the District's electronic system.

6  
7  
8 This Letter of Agreement shall become effective upon signature, shall remain in effect until  
9 August 31, 2027, and shall be attached to the current Collective Bargaining Agreement.

10  
11  
12 PUBLIC SCHOOL EMPLOYEES OF  
13 WASHINGTON / SEIU LOCAL 1948

14  
15 SUNNYSIDE CUSTODIAL CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

16  
17  
18 BY: /E-signed by Gabriel Contreras/  
19 Gabriel Contreras, Chapter President

BY: /E-signed by Ryan Maxwell/  
Ryan Maxwell, Superintendent

20  
21  
22 DATE: March 26, 2024

DATE: March 19, 2024

23  
24  
25 BY: /E-signed by Kristine Diddens/  
26 Kristine Diddens,  
27 Executive Director of Human Resources

28  
29  
30 DATE: March 19, 2024



**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, SUNNYSIDE CUSTODIAL/FOOD SERVICE/MINOR MAINTENANCE GROUNDS CHAPTER AND THE SUNNYSIDE SCHOOL DISTRICT #201 PURSUANT TO ARTICLE XVIII, SECTION 18.5 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The parties agree to the attached Schedule A for the 2024-2025 school year:

This Letter of Agreement shall be effective September 1, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

SUNNYSIDE CUSTODIAL/FOOD SERVICE/  
MINOR MAINTENANCE GROUNDS CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

BY: */signed by Gabe Contreras/*  
Gabe Contreras, Custodial/Grounds  
Minor Maintenance Chapter President

BY: */signed by Ryan Maxwell/*  
Ryan Maxwell, Superintendent

DATE: *09/18/24*

DATE: *09/18/24*

BY: */signed by Tana Brotherton/*  
Tana Brotherton, Food Service Chapter President

BY: */signed by Kristine Diddens/*  
Kristine Diddens  
Executive Director of Human Resources

DATE: *09/18/24*

DATE: *09/18/24*

**CUSTODIAN/WAREHOUSE/GROUNDS**

<b>2024-2025</b> <b>1.0% per Bargained Agreement</b> <b>+ 3.7% IPD</b>								
	<b>Duty Days</b>	<b>Hrly Rate</b>	<b>Year 7 Base + Additional \$ .35 Longevity</b>	<b>Year 15 Base + Additional \$ .70 Longevity</b>	<b>Year 20 Base + Additional \$1.00 Longevity</b>	<b>Pesticide License Additional \$1.00</b>	<b>Insecticide License Additional \$1.00 (Applicable for 1 Grounds Employee)</b>	<b>Certified Irrigation Technician Certificate Additional \$1.00</b>
<b>Head Custodians (Day)</b> <b>District Wide Event Custodian Event Custodian</b>	260	\$27.47	\$27.82	\$28.17	\$28.47			
<b>Event Custodian</b>	On Call	\$27.47	\$27.82	\$28.17	\$28.47			
<b>Custodians (Night)</b>	260	\$26.58	\$26.93	\$27.28	\$27.58			
<b>Warehouse/Delivery</b>	186-260	\$26.81	\$27.16	\$27.51	\$27.81			
<b>Grounds</b>	260	\$26.58	\$26.93	\$27.28	\$27.58	\$1.00	\$1.00	\$1.00
<b>Mower-Seasonal</b>		\$17.98						
<b>Summer Workers-Seasonal</b>	Min. Wage	\$16.28						
<b>Sub Custodians</b>		\$19.17						

**\*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.**



**FOOD SERVICE**

<b>2024-2025 1.0% per Bargained Agreement + 3.7% IPD</b>	Duty Days	Hourly Rate	Year 7 Base + Additional \$.35 Longevity	Year 15 Base + Additional \$.70 Longevity	Year 20 Base + Additional \$1.00 Longevity	WSNA Certification
Head Cook	191	\$25.73	\$26.08	\$26.43	\$26.73	\$0.75
Cook	186-191	\$22.61	\$22.96	\$23.31	\$23.61	\$0.75
Sub Cook		\$17.27				

**\*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.**



**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, SUNNYSIDE FOOD SERVICE/CUSTODIAL/MINOR MAINTENANCE CHAPTER AND THE SUNNYSIDE SCHOOL DISTRICT #201 PURSUANT TO ARTICLE XVIII, SECTION 18.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The one dollar (\$1.00) addition for the Certified Irrigation Technician Certificate will now be called Professional Grounds Management Society (PGMS).

**Grounds:** One dollar (\$1.00) for Professional Grounds Management Society (PGMS). The District will pay for two (2) attempts for the certification. It is the employee’s responsibility to maintain the certification.

This Letter of Agreement will be effective upon signature, shall remain in effect through August 31, 2027, and be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

SUNNYSIDE FOOD SERVICE/CUSTODIAL  
MINOR MAINTENANCE/GROUNDS  
CHAPTER

BY:  /e-signed by Gabriel Contreras/  
Gabriel Contreras, Chapter President

DATE: 09/28/24

SUNNYSIDE SCHOOL DISTRICT #201

BY:  /e-signed by Ryan Maxwell/  
Ryan Maxwell, Superintendent

DATE: 10/18/24

BY:  /e-signed by Kristine Diddens/  
Kristine Diddens,  
Executive Director of Human Resources

DATE: 09/30/24



**SCHEDULE A 2024-2025**

<b>2024-2025 1.0% per Bargained Agreement + 3.7% IPD</b>	<b>Duty Days</b>	<b>Hrly Rate</b>	<b>Year 7 Base + Additional \$.35 Longevity</b>	<b>Year 15 Base + Additional \$.70 Longevity</b>	<b>Year 20 Base + Additional \$1.00 Longevity</b>	<b>Pesticide License Additional \$1.00</b>	<b>Insecticide License Additional \$1.00 (Applicable for 1 Grounds Employee)</b>	<b>Professional Grounds Management Society (PGMS) Certificate Additional \$1.00</b>
<b>Head Custodians (Day) District Wide Event Custodian</b>	<b>260</b>	<b>\$27.47</b>	<b>\$27.82</b>	<b>\$28.17</b>	<b>\$28.47</b>			
<b>Event Custodian</b>	<b>On Call</b>	<b>\$27.47</b>	<b>\$27.82</b>	<b>\$28.17</b>	<b>\$28.47</b>			
<b>Custodians (Night)</b>	<b>260</b>	<b>\$26.58</b>	<b>\$26.93</b>	<b>\$27.28</b>	<b>\$27.58</b>			
<b>Warehouse/Delivery</b>	<b>186-260</b>	<b>\$26.81</b>	<b>\$27.16</b>	<b>\$27.51</b>	<b>\$27.81</b>			
<b>Grounds</b>	<b>260</b>	<b>\$26.58</b>	<b>\$26.93</b>	<b>\$27.28</b>	<b>\$27.58</b>	<b>\$1.00</b>	<b>\$1.00</b>	<b>\$1.00</b>
<b>Mower-Seasonal</b>		<b>\$17.98</b>						
<b>Summer Workers-Seasonal</b>	<b>Minimum Wage</b>	<b>\$16.28</b>						
<b>Sub Custodians</b>		<b>\$19.17</b>						

*\*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.*

