

CGW

Custodial, Grounds, Warehouse

Tentative Agreement

Below are some general highlights regarding duration and compensation for *all units*:

- The duration of the Collective Bargaining Agreements is 3 years.
- The classified units (UT, IT, CGW, NS, SC and ESS) will see the following salary increases over the 3 year period:
 - 2022-2023 6.5% (IPD +1%)
 - 2023-2024 1.0% or IPD whichever is greater
 - 2024-2025 1.0% or IPD whichever is greater
- The Certificated bargaining unit will earn an increase of IPD for each year of the contract:
 - 2022-2023 5.5% (IPD)
 - 2023-2024 IPD
 - 2024-2025 IPD
- Any additional compensation improvements achieved by the bargaining unit will be listed in the attached documents.

To provide an opportunity for members to preview their unit specific materials and ask questions of their bargaining team, unit specific sessions will be held before the meeting.

Time	Unit	Location
4:00 PM	Certificated	Main Gym
4:00 PM	Educational Support Specialists	Auditorium
5:15 PM	Information Technologies	B 117/119
5:15 PM	Nutrition Services	Choir A107
5:00 PM	Secretarial/ Clerical	Library
5:30 PM	Unified Trades	B 303/305
5:00 PM	Custodial/Grounds/Warehouse	Band A109



As public employees every aspect of our work is political. Our curriculum, our funding, our salaries, our resources, so much is determined by local and state governments.

This year the legislature approved a 5.5% COLA adjustment after pressure from WEA. Our union bargained that into our salaries. That's an increase that ALL our members will see this year, earned through union efforts!



Join WEAPAC today so to keep electing pro-education, pro-union politicians and ensure our school communities have the support and benefits we need. Join and learn more by scanning the code.

General Membership Meeting Guidelines:

All units will convene in the main gym at 6:00 PM where a motion to ratify the tentative agreement will be discussed. We will use the parliamentary rules under Sturgis to run the meeting. Once a motion to ratify the agreement is on the floor you may only speak to that motion in the following ways:

1. You may speak for the motion
2. You may speak against the motion
3. You may ask a question about the motion
4. You may move to close debate
 - a. A motion to close debate is not debatable
 - b. If it passes, a vote will be called for on the motion to ratify.

To begin speaking at a microphone, please give your name, work location and your position on the motion.

Example: "I am John Doe from Adams Elementary School and I am speaking for the motion...."

General Membership Meeting Agenda:

1. Call the meeting to order – members from the breakout rooms come to main gym
2. Welcomes and Introductions
3. Explanation of the process
4. Motion and debate
5. Voting
 - a. WEAPAC presentation during the ballot counting
6. Announcement of results and next steps
7. Close the meeting

Article II – Business; Section 4 – Association Rights

P.12

H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and District will work together to assure that the Association placement on the agenda maximizes attendance and possible participation. Association membership forms and related information provided by the Association will be included in all new hire packets.

i. The District will collect from all those in attendance employee name, employee ID, mailing address, personal email address, personal phone number and provide it to the Association.

Article III – Personnel; Section 2 – Workload

P.16

A. A hard copy of the Standards and Procedures manual will be provided in every custodial office and will be available online to all custodians.

D. Staffing Levels

1. The District will determine an emergency cleaning level, outline it in the Standards and Procedures Manual, and communicate this to staff.

a. Emergency cleaning level is defined by:

i. At the elementary school, if staffing falls below 2.0 current allocation FTE

ii. At the Middle School, if staffing falls below 5.5 current allocated FTE

1. Full emergency coverage would occur in the area that is not filled. The procedures manual will outline the duties that will be reduced in the fully covered areas in order to address workload.

iii. At the High School, if staffing falls below currently allocated FTE

1. Full emergency coverage would occur in the area that is not filled. The procedures manual will outline the duties that will be reduced in the fully covered areas in order to address workload.

iv. Emergency cleaning will started when staffing falls .5 FTE below the allocated number.

E. Individual workloads shall be written down and posted at each site.

6. Each work site will have a system in place for the advanced notification and input from head custodians of planned building activities which could potentially impact custodial services.

a. All indoor events on school property help by any group will entered into an event calendar available for custodians to access.

b. All outdoor events at secondary level held on school property by any group will be entered into an event calendar for custodians to access.

c. All outdoor events at elementary level;

1. If events are scheduled by SPS, they will be entered into an event calendar available for custodians to access.

2. If events are schedule by outside partners, every reasonable effort will be made to obtain the schedule for the outdoor events on school property through the joint partnership with the Spokane Parks Department. The District will request the schedule on a monthly basis and when available will send it to head custodians.

d. If a school holds an indoor event where custodial support coverage will be required for cleanup and closing. The event service standard for custodial coverage shall be followed. Should a site fail to request the custodial support, the concern related to the specific site will be brought forward to the director of custodial services for follow up with the appropriate school director.

F. Grounds Workload

5. When the Grounds Foreman is absent one (1) or more hours during a work shift, the most senior grounds person will take on the responsibilities ~~assume non-supervisory duties as well as continue to perform their own assignment.~~

a. When the foreman is gone for two days or less, the responsibility of the acting foreman will be to assign work orders, short term problem solving and handle immediate emergencies,

b. In the event the foreman is absent for longer than 2 days, the acting foreman will complete the assigned task above and work with the Director/supervisor to complete other necessary job responsibilities.

c. The rate of pay for these additional duties would be twelve percent (12%) above the employee's regular hourly rate.

d. If the most senior grounds person declines the position, the individual selected will be based on District grounds seniority.

e. Seasonal employees are not eligible for these duties.

6. A Grounds Standards and Procedures Manual will be developed.

a. This manual will include proper PPE

b. Equipment; cleaning and maintenance

c. Job responsibilities

d. This manual will be updated every two (2) years and every time new equipment or procedures are introduced.

e. Meetings held when necessary to discuss safety concerns

Article III – Personnel; Section 3 – Subbing Out of Class

P.19

A. Subbing Out of Class - When a custodian substitutes for another custodian in any pay level above their own in the same building. This provision does not apply to gardeners and warehouse employees.

2. Every effort shall be made to use an itinerant before ~~approving~~ asking an employee to sub out of class, for absences of more than 5 days.

a. Employees from the building may only sub out of class for 5 days or less per absence.

3. Custodians wishing to sub out of class must be at the same work site as the person they are replacing and have completed the proper Subbing Out of Class training prior to subbing out of class. The training is a one-page training sheet that the head custodian will review with the employee.

Article III – Personnel; Section 4 – Warehouse Cross Training

P.19

C. Two (2) cross training opportunities for custodians and 1 cross training opportunity for full time Grounds employees for the months of November through February with Director approval, shall be posted in September of each year. This provision shall be suspended for the 2019-2020 school year while there are employees in recall. When needed, the district shall use pre-trained staff to fill in for absences/injuries in the warehouse.

1. Employees who previously worked or were involuntarily transferred out of the warehouse shall have first right of refusal for a long-term cross training assignment.

~~D. Additionally, at least two (2) itinerant custodians will be cross trained in the warehouse for the purpose of covering absences. Operations Supervisors shall seek volunteers for this.~~

~~1. Employees shall be provided forty (40) hours of training.~~

~~2. Once trained, employees will be provided feedback on their performance in training.~~

~~3. Employees who receive less than favorable feedback may not be selected as an on-call substitute.~~

~~D. Trained itinerants and the~~ Current years cross trained custodians who have received favorable feedback on their training shall be utilized on a rotating basis as substitutes in the warehouse, except when custodial coverage is limited or custodial substitutes are not available. The Warehouse Supervisor shall maintain this list.

Article III – Personnel; Section 7 – Student Work Day Shifts

P.20

A. Custodian

1. Standard day shift for head custodians and day shift Custodial Assistants ~~sweepers~~ shall start at 5:40 a.m.

2. Standard swing shift for night foremen and Austodial Assistants ~~first assistants~~ shall start at 1:55 p.m.

3. Standard swing shift for middle school Custodial Assistants ~~sweepers~~ shall start at 3:00 p.m.

4. Standard swing shift for high school Custodial Assistants ~~sweepers~~ shall start at 2:30 p.m.

5. Standard graveyard shift shall start at 10:00 p.m.

6. District Administration custodial hours shall be:

Head Custodian 5:40 a.m. – 2:10 p.m. year round

Custodial 1st Assistant 1:55 p.m. – 10:25 p.m. year round

7. Libby Center custodial hours shall be the same as other elementary sites.

~~Head Custodian: 5:40 a.m. — 2:10 p.m. year round. On non-student days and during the summer, the head custodian may flex their hours depending on building need.~~

~~Night Foreman: 1:55 p.m. — 10:25 p.m. on student days, 10:00 a.m. — 6:30 p.m. on nonstudent days and summer. On non-student days and during the summer, the night foreman may flex their hours depending on building need.~~

10. Early Release days – Custodians shall have the option to work their normal schedule or adjust their shift schedule to start early as outlined below:

a. For Elementary school sites (including Montessori) – ~~30~~ 45 minutes on PPL Fridays and conference days. This excludes emergency situations/closures.

b. For High School and Middle School sites – 60 minutes early on PPL Fridays and conference days. This excludes emergency situations/closures.

Article III – Personnel; Section 9 – Overtime

P.22

B. Premium Overtime: Saturdays and Sundays shall be at the double time rate (2) provided that Saturday and/or Sunday is not part of the regular shift. Holidays shall be at the double time rate (2).

1. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisors, will be paid the double time (2X) rate .

J. Overtime Procedures

5. Splitting Overtime

b. Overtime may be split only if it is four (4) ~~eight (8)~~ hours or more and must be accepted at 2 hours or more.

Article III – Personnel; Section 10 – Summer Hours

P.25

B. Grounds crew summer work shift shall be 6:30 a.m. – 3:00 p.m. Full-time employees shall have the options of working a 4 day/ 10 hour work shift, provided 5-day coverage is maintained (Mon. through Fri.) and approval is received from the Director.

C. Custodian summer work shifts shall begin at 6:00 a.m. for those working 4/10 hour days and at 7:00 a.m. for those employees working 5/8 hour days. Head custodians shall have the option of working 6:00 AM to 2:30 PM. If the district has a need for building coverage until 3:30PM the head custodian may be required to flex their work schedule on the day the coverage is needed. Summer work shifts may be modified in the event the heat is at 90 degrees or above and there is no air conditioning in a building. In buildings with air conditioning the area being worked will have air conditioning turned on when the temperature is expected to be at 90 degrees or above.

1. The summer schedule shall begin the Monday of the first full week after school is dismissed. . A building custodial team may work together to decide if they wish to begin summer schedule sooner after students leave for the summer. If the team makes the decision to begin the schedule sooner, at least one (1) custodian will flex their schedule so building coverage is maintained until 4:30PM with supervisor approval. The summer schedule shall conclude on the first student day of the next school year. The four ten-hour schedule (4/10), will conclude one (1) full week prior to the start of school. Beginning two (2) weeks before the start of school, buildings will have at least one (1) custodian flex their schedule so building coverage is maintained until 6:00 p.m., if requested by the principal.

3. Building custodial teams shall submit a plan for summer cleaning that would include vacations and 4/10 work schedules. These plans must be submitted on or before June 1 and are subject to supervisor approval.

a. Sites with summer programs may also include a plan for alternate start and end times based on building need. This may include staggered scheduling of staff so that building hours covered.

i. If there is an event for less than two hours, an itinerant will be called in to cover the event.

Article III – Personnel; Section 12 – Holidays

P.28

A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans’ Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve Day, New Year’s Day, Martin Luther King’s Day, Presidents’ Day, Memorial Day, Juneteenth, and Independence Day.

B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year’s Eve Day, New Year’s Day, Martin Luther King’s Day, Presidents’ Day, and Memorial Day. Employees shall have access to the Juneteenth holiday if their work year extends beyond June 19th, or if they are assigned to work during the summer and their assignment includes work before and after June 19th. These employees shall have access to the Independence Day holiday if their work year extends beyond July 4th, or if they are assigned to work during the summer and their assignment includes work before and after July 4th.

Article III – Personnel; Section 16 – Assignments and Transfers

P.33

F. Voluntary Transfer Procedure

1. Requests for transfer to a different position within the bargaining unit must be made on a form provided online by the District as specific vacancies become available. If an employee transfers more than four (4) times from September 1 to August 31, a clarifying conversation between the Association and the District will occur to discuss the work climate.

6. The employee offered the position shall be the most senior employee who meets the qualifications.

a. If a license is listed as part of the job qualification for a position, the employee must obtain the license prior to submitting a transfer request.

i. The employee will be provided an opportunity to initiate any required level specific training within 30 working days of accepting the position.

Article III – Personnel; Section 18 – Seniority

P.39

E. The District will make an initial seniority list for each department available bi-annually, by the end of the first week in March. The initial lists will be published by the first week of November and updated initial list the first week of March. The final list will be sent the last working day in March.

2. The final seniority list will be made available to employees by the last working day in March.

G. If an employee leaves CGW to work in another bargaining unit, and the employee is hired back through a posting process into CGW to an open level 2 position posted outside the unit, they have 60 working days from their last working day in CGW to return and maintain district seniority for the purposes of assignment and transfer. An employee's ability to transfer or promote will be frozen for 60 days upon return. In the event the employee returning creates a tied seniority situation, the employee who remained in the unit would be deemed most senior.

1. Any employee during the 2020/21 & 2021/22 school years (prior to 9/1/2022) will have 75 working days from their last working day in CGW.

Article III – Personnel; Section 19 – Employee Protection

P.40

A. The District shall provide a safe and healthy working environment for all employees.

2. The District will provide a clear safety procedure and plan in the Standards and Procedures Manual. This procedure will include who to call and what the employee should do when a threat exists.

Article III – Personnel; Section 20 – Indoor Air Quality

P.41

A. If there is an environmental concern at a District work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern. This process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.

Article III – Personnel; Section 22 – Loss and/or Damage of Personal Property

P.43

B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:

4. Reimbursement shall be made per vandalism occurrence in the amount of \$250 \$125 or the employee's deductible, whichever is less.

Article III – Personnel; Section 26 – Itinerant Custodians

P.45

D. Day shift assignment of itinerant custodians will be done on a seniority basis with the most senior itinerants receiving day shift assignments first. For the purpose of this section, seniority shall be defined as time spent as an itinerant custodian

1. Every effort shall be made to use an itinerant custodian if an absence is greater than five days. Employees may sub out of class for absences of less than five days.

Article III – Personnel; Section 33 – Staff Development and Training

P.49

D. The District will provide a Custodial Training Institute on a non-student day. Each custodian will be required to attend the training session, so long as the District provides more than one (1) opportunity for each training session. The training dates will be scheduled at least six (6) months prior to the training opportunity being provided. The District will not schedule the training to occur during Fourth of July week, spring break or winter break.

1. The CGW Leadership team shall have the opportunity to provide input for the Custodial Training Institute Days.

a. New equipment, workload responsibilities, programs, ordering, soft skills, communication will be considered as part of the training.

E. Optional Training throughout the year offered during the workday and/or on non-student days will also include preparation for winter including inclement weather procedures and snow removal equipment and preparation for spring and summer like sprinklers, property inspection, student departure/summer cleaning. Employees who miss the optional training due to a planned absence will have an opportunity to be provided the trained information.

F. During the 2022-2023 school year for implementation in the 2023-2024 school year, The District will create an optional training program for employees wishing to promote. The program will train employees on the skills needed to be successful when promoting to the next pay level .

K. All employees who are required by the District to maintain first aid/CPR certification will attend classes during the workday or be compensated at the appropriate rate of pay if outside the workday.

1. All full-time grounds crew shall be required to be CPR and First Aid certified.

Article III – Personnel; Section 39 – Calendar

P.52

B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:

1. Three consecutive days, before the first day of school shall be working days for certificated staff. The Monday, Tuesday, and Wednesday before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher workday. The order of these days shall be determined by the affected members in each building. For the 2016-2017 school year, only one (1) day before the first week of school will be directed by the principal or program.

2. The first day of instruction shall be outlined in the Certificated Bargaining Agreement the last Thursday in August. When not feasible, the parties will come together to schedule the first day.

3. Labor Day, Veteran’s Day (observed), Martin Luther King’s Birthday, President’s Day, and Memorial Day, and Juneteenth shall be non-student days. Should the school year extend beyond June 19th, then Juneteenth shall be a non-student day.

Article III – Personnel; Section 41 – On-Call Substitutes

P.53

B. On-call substitutes may work on special projects and provide additional coverage when determined by management. In such instances, workload information shall be provided for on-call substitutes. Job duties will be limited to entry level responsibilities only.

D. The pay rate for on-call substitutes shall be Level 2, Custodial Assistant Level 1 Sweeper, Step 0.

F. On-call custodial substitutes can do seasonal work for Grounds an unlimited number of years. These employees will need to apply for the open seasonal grounds position and need to be hired into the grounds position. The employee will notify the custodial operations supervisors so their name can be removed from the substitute custodial list during the timeframe they are working seasonal grounds.

Article IV – Leaves of Absence

P.54

Section 1 2 - Sick, Family and Emergency Leave

A. Section 1 Reporting Absences: In the case of preplanned absence or inability of an employee to perform their duties, the worker shall notify the designated office or supervisor with a minimum of twenty-four (24) hours’ notice. In emergency cases the worker shall notify the designated office or supervisor as soon as reasonably possible.

B. Employees shall be granted twelve (12) days of sick, family and emergency leave at the beginning of each school year. Such leave days may be accumulated per year on a prorated basis for partial year worked to a maximum of 240 days. Employees shall phone the designated office or supervisor as soon as possible when it is determined they will take leave.

1. Sick leave is defined as days of absence from duty because of personal illness and for which no deduction is made in compensation of the employee, provided the employee has compensated leave balance. After an illness of five (5) consecutive days, employees may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five (5) days.

2. Emergency leave may be granted for problems for which pre planning is not possible or could not relieve the necessity for the employee's absence (ex. court appearance, religious holidays, funeral of friend, etc.).

a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision; or

b. Employees shall be allowed to use accrued sick leave for a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition.

3. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when

a. the recognized religious group celebrates a holy day or religious holiday and

b. requires attendance at the celebration and

c. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

4. Sick, family, and emergency leave may be taken to the full amount of accumulation.

C. Family Care Leave - Employees shall be allowed to use their accrued sick leave to care for immediate family members with a health condition that requires treatment or supervision. Abuse of sick leave may be subject to disciplinary action as found in the "Progressive Discipline" section of this Agreement.

C. Sick Leave Sell Back - After sixty (60) days/480 hours have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.

1. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued illness and injury leave.

Section 2 ~~15~~ - Shared Leave

A. An employee is eligible to receive shared leave under the following circumstances:

1. The employee:

- a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment or physical or mental condition which is extraordinary or severe in nature;
- b. Is a victim of domestic violence, sexual assault, or stalking;
- c. Need the time for parental leave, to include bonding with an employee's newborn, adoptive or foster child.
 - i. Employees accessing shared leave for this purpose may maintain up to 40 hours of accrued leave in reserve.
 - ii. This leave can be up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement.
- d. Is sick or temporarily disabled because of pregnancy disability
 - i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to 40 hours of annual leave and 40 hours of sick leave in reserve.
- e. Serves, or has served, the country in one and meets one or more of the following criteria:
 - i. Has been called to serve in the uniformed services;
 - ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee's offer of volunteer service.
 - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, as is attending medical appointments or treatments for a service-connected injury or disability.
 - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005 who is attending medical appointments or treatments for a service connected injury or treatment.

2. The condition or conditions listed above must cause, or be likely to cause, the employee to go on leave without pay or terminate employment.

3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.

4. The employee has abided by district policies regarding sick leave use or military leave use.

5. If the illness or injury is work related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.

6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.

B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:

1. Annual leave – an employee may donate any amount of annual leave provided the donation does not cause the leave donor's leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.

2. Sick Leave – an employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.

3. Subject to any limitations, employees may donate up to six (6) days during any twelve (12) month period.

C. The District determines the amount of shared leave, if any, an employee may receive. However, an employee cannot receive more than five hundred twenty-two (522) days of shared leave during total district employment.

D. Leave will be donated, calculated, and received on a full day incremental basis.

E. While an employee exercises leave transferred under this section, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive is using accrued annual leave or sick leave.

F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the district must be returned to the leave donor.

Section 3 4 - Maternity Leave

A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.

1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.

2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.

3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physician's statement to verify the leave period for disability relating to pregnancy or childbirth. A physician's statement for a leave of less than five (5) days may be required. In instances where an employee requesting maternity leave is not under

a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than thirty (30) days.

4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.

5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:

a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.

b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.

c. A long-term substitute may be placed in the employee's position during the period of absence.

6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/ report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

Section 4 6 - Parenting Leave

A. Employees may use up to thirty days of accumulated sick leave per year for introducing a new child into their family.

B. This applies to regular childbirth as well as adoption and long-term fostering of a child.

C. This leave is in addition to maternity leave under section 4 above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Medical Leave Act.

D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

Section 5 8 - Family and Medical Leave (FMLA)

A. Any eligible employee is entitled to a total of twelve (12) work-weeks of family and medical leave during any fiscal year (September 1 - August 31), as provided for in District Policy. See Addendum B.

Section 6 5 – Paid Family and Medical Leave (PFML)

A. Washington State Paid Family and Medical Leave (PFML): is a program managed by the Washington State Employment Department. The program commenced on January 1, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with

the employee's other leave entitlements unless the employee elects otherwise. When requesting information about leave options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for the benefits.

Section 7 – Personal Leave ~~Section 19: B. Non-Restricted Vacation Days~~

A. Three (3) personal ~~non-restricted vacation~~ leave days will be granted each year and will be front loaded each year. These days are pro-rated for a partial year worked.

2. These days can be accumulated to a total of five (5). Personal ~~Non-restricted vacation~~ leave days may be taken and the employee is not required to state the reasons for taking such leave days.

3. These leave days are separate from vacation, sick, family, and emergency leave days.

4. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.

5. Employees who elect to not utilize these days may carry over up to two (2) personal leave ~~non-restricted vacation~~ days each year and elect to annually cash out up to three (3) days at a true per diem so long as in the last two (2) years of employment, the maximum total combined vacation and personal ~~non-restricted vacation~~ leave days for cash out purposes, does not exceed thirty (30) days.

Section 8 ~~3~~ – Temporary Absence Leave

A. An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year.

Section 9 ~~7~~ - Bereavement Leave

A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic Partnership already on file for benefit purposes.

B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in law.

C. In special cases, the superintendent or designee may extend the definition of immediate family and/or grant extra days.

D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

Section ~~10 9~~ - Jury Service

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to their giving such jury service.
- B. When an employee is required to actually perform jury duty, they shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.
- D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, they shall return to the building for assignment.

Section ~~11 13~~ - Subpoena Leave

- A. District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

Section ~~12 10~~ – Community Service Leave

- A. An employee representing the district may be excused by their principal or supervisor to attend an education related activity in Spokane County without submitting a request to the superintendent provided, in the judgment of the supervisor, their duties can be properly covered to the satisfaction of all concerned, and at no additional cost to the District.
- B. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

Section 13 – Public Service

- A. It shall be the policy in the District to relieve school employees to participate in the state legislature or other elected positions related to public service from their responsibilities in the public schools without compensation during the term of such office.

Section 14 - Military Leave

- A. A leave of absence for involuntary active military service may be granted for up to one (1) year without pay upon recommendation of the superintendent and approval of the Board. Special conditions of the leave shall be put in writing and signed by the employee at the time the leave is granted. If the employee does not fulfill the special and regular conditions of the leave, it will be considered a breach of terms and conditions of the contractual relationship of the employee with the District and at the sole discretion of the District may be cause for disciplinary action which may include termination.
- B. Military leave of absence for a period not to exceed fifteen (15) calendar days as granted under RCW 38.40.060 shall be leave without pay.

Section ~~15 12~~ - Education Leaves

- A. Employees who desire to further their education may request to move from full-time to parttime, or full-time leave status. Half-time (1/2) leave status is defined as one half (1/2) of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half-time. The employee will request the leave in writing.

B. Upon approval by the District, an employee may take up to one (1) year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which they are qualified, if a position is available at time of return.

Section ~~16 17~~ - Association President's Leave

A. Upon request, the president of the Association will be granted a leave of absence for the school year in which he/ she is president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.

B. The Association will maintain a record of all days of absence under sick, family, and emergency leave used by the president during the school year and present it annually to the District.

C. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.

D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

Section ~~17 18~~ - Association Leave

A. The District shall provide to the Association an aggregate of 250 total days for all bargaining units represented by the Association each school year for the purpose of Association leave.

B. Use of such leave shall be approved by the president of the Association.

C. The Association shall provide the full salary costs for the employee's absence when substitutes are required.

D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total.

E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.

1. Substitute time for joint committees will not be counted against Association leave days.

2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.

3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

Section ~~18 11~~ - Miscellaneous ~~General Leaves of Absence~~

A. Other leaves may be granted upon District approval for up to one (1) year without pay or District benefits, provided sufficient notice is given.

B. Special conditions of the leave shall be put in writing at the time the leave is granted.

C. The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and condition of the employee's leave agreement with the District and may be cause for disciplinary action.

D. The following types of leave will be considered under this provision:

- ~~1. Active military service (with pay if absence under RCW 38.40.060).~~
- ~~2. College, vocational course work or other sources of study preparation, providing it is job related.~~
 - 1. Extensive travel—must be in best interest of the District.
 - 2. Health of the employee or member of the employee's immediate family.
 - 3. Child rearing leave - if not covered by family and medical leave.
 - 4. Other educational service so long as deemed beneficial to the District.
- ~~7. Public Service Leave.~~

E. Seniority and accrued sick leave at the time of the leave will apply on return from the leave. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from regular duties. The employee shall return to a position of equal classification and hourly rate if such position is available or to a position which is mutually agreeable to the District and the employee, if a position is available upon return.

Section 19 – Twelve-Month Employee Vacation Leave

A. Twelve month employees shall earn vacation monthly on a pro rata basis.

1. Years of Service	Vacation Eligibility
1-4 years - 6.66 hrs./mo.	10 days or 80 hours
5-9 years - 10 hrs./mo.	15 days or 120 hours
10-24 years - 13.3 hrs./mo.	20 days or 160 hours
25 plus years - 15.3 hrs./mo.	23 days or 184 hours

2. Employees may carry over up to one half (1/2) of their earned regular vacation each year. Additional vacation may be accumulated if an employee requests in writing to defer their vacation because of work schedules.

3. Employees who have more vacation leave than what may be carried over into the following year enter into a "use it or lose it status" with the vacation days left over from the previous years.

4. Vacation that must be used or will be lost must be scheduled and used by August 31st. The time must be reported to the employee's timekeeper during the August payroll processing time period. The amount of potential vacation loss can be found on the employee's electronic pay stub.

B. Custodian Vacation Requests on Non-Student Days

1. Requests by employees for vacation during periods of non-student days shall be granted providing that work site coverage as determined minimally necessary by the District can maintained.

a. Minimal coverage for all sites on non-student days is one (1) custodian per shift. Vacations will be approved provided that the building is covered by the existing building custodians.

b. Minimal coverage for Itinerants is fifty percent (50%).

2. During the week of Spring Break, Winter Break, and the week of July 4th, sites without programmatic or unique operational needs will be closed to allow employees to use vacation leave.

a. Closure decisions will be made by the custodial supervisor in consultation with the appropriate parties; including the head custodian and the building administrator

b. An employee who requests to work during these designated vacation weeks may be assigned by the supervisor to a different site.

c. During winter break, an employee must be available to do cold weather checks and snow removal.

3. Requests for vacation during periods of non-student days must be made by the end of the prior regularly scheduled workday.

4. During summer non-student days, employees with high vacation leave balances (defined as combined vacation time of eight (8) weeks or more) and who are assigned to schools regularly staffed with two (2) or fewer employees, may request and be granted to take vacation at the same time if all other means to schedule building coverage have been exhausted by the employees and administration. A site may request to be closed on Fridays in such instances.

5. All custodians shall schedule vacations at times during the year other than the ten (10) working days prior to the start of school and the five (5) days after the start of school. Special requests for vacation for the ten (10) working days before school starts will be taken into consideration.

D. Custodian Vacation Requests on Student Days

1. Requests by employees for vacation during periods of student days shall be granted provided that work site coverage as determined minimally necessary by the District can be maintained.

a. High School and Middle School custodians will be approved for vacation on student days provided minimal coverage is maintained by each building's existing custodial crew.

i. Minimal coverage for Middle School is one (1) custodian for the day shift and one (1) custodian for night shift.

ii. Minimal coverage for High School is one (1) custodian for day shift and two (2) custodians for night shift.

b. Elementary/~~Itinerant~~/special site custodians will be approved for vacation until a total of ten (10) custodians in this group are absent due to vacation for any reason. Itinerants will be approved for vacation until a total of five itinerants are absent due to vacation.

i. Minimal coverage for Elementary School, special sites and all other locations is one (1) custodian per shift.

2. Requests shall be granted on a first-come, first-served basis.

3. Shifts may be flexed to maintain coverage with the agreement of the employee and supervisor.

4. Requests for vacation during periods of student days must be made by the end of the prior regularly scheduled workday.

E. Bonus Day(s) - If a custodian does not use any vacation during student days and the ten 10 working days prior to the start of school, they will get one (1) additional day of vacation for every five (5) days of vacation they do not use, provided it must be taken during non-students' days.

1. Employees in use it or lose it situation, under unique circumstances, may request to use up to three (3) days of vacation on student days without losing bonus days' eligibility.

2. These days may be granted with supervisor approval.

Section ~~20 16~~ - Natural Disaster

A. When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify their supervisor as soon as reasonably possibly of their inability to get to work so that staffing adjustments can be made to secure school facilities. Such authorized absence will not constitute loss of vacation, annual vacation leave, sick/emergency leave, or pay.

Section ~~21 14~~ - Insurance Premiums While on Leave

The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

Article V – Salary and Benefits; Section 1 – Salary Schedule

P.65

B. During the life of this agreement, the District shall distribute its inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:

2. In the event the Salary Rebase committee determines adjustments to funds that will be sent to the districts, the District and the Association will meet to discuss how these funding adjustments will be implemented.

C. The current salary schedule is listed under the Addendum A of this Agreement.

1. For the 2022-2023 ~~2019-2020~~ school year, the salary schedule shall increase by 6.5% ~~1.0%~~

2. For the 2023-2024 ~~2020-2021~~ school year, the salary schedule shall increase by 1.0% ~~1.8%~~ or IPD whichever is greater.

3. For the 2024-2025 ~~2021-2022~~ school year, the salary schedule shall increase by 1.0% ~~2.0%~~ or IPD whichever is greater.

E. Any additional salary improvements authorized and funded by the state and received by the District during the life of this contract will be granted to bargaining unit personnel by a uniform salary schedule percentage improvement. ~~This provision does not apply for the duration of this 2016-2019 contract.~~

The head custodian at the Maintenance facility will be Level 4.

Article V – Salary and Benefits; Section 2 – Stipends

P.66

C. Arborist Certificate Stipend – Employees will earn \$800 for completion of arborist training and certification. This stipend shall be paid in January to all who submit their arborist certificate to Human Resources by December 31st each year.

D. **Longevity Stipend** - Employees shall receive a \$300 ~~\$200~~ longevity stipend for having completed twenty (20) years of employment with the district as of the previous September 1. This stipend shall be paid every year in February.

Article VII – Duration and Signatory Provision

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This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2025 ~~2022~~. At any time that rules, regulations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.

Elimination of MOUs

The following MOUs have been removed because their work has been completed or their purpose has expired.

ADDENDUM E: MOU on Benefits P.86