

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CASHMERE CUSTODIANS' ASSOCIATION

AND

CASHMERE SCHOOL DISTRICT

September 1, 2019 -- August 31, 2022

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CASHMERE CUSTODIANS' ASSOCIATION
AND
CASHMERE SCHOOL DISTRICT

PREAMBLE

This Agreement is by and between the Cashmere School District and the Cashmere Custodians/Maintenance Association, pursuant to RCW 41.56.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions

1. The term "**District**" shall mean the Cashmere School District No. 222, Chelan County, Washington State; or its agents.
2. The term "**Board**" shall mean the Board of Directors of the Cashmere School District.
3. The term "**Association**" shall mean the Cashmere Custodians' Association, which is affiliated with the Washington Education Association and the National Education Association.
4. The term "**Parties**" shall mean the District and the Association.
5. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "**day**" shall mean any day the district business office is open for business with the public.
8. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
9. The term "**President**" shall mean the President of the Association or his/her designee.

10. The term "**contract**" shall mean the Notification of Employment issued to and signed by each employee.

11. The term "**supplemental contract**" shall mean that contract issued and signed for extracurricular, special and supplemental assignments and shall be in accordance with current statutory provisions.

12. The term "**Seniority**" shall mean length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day as a regular employee.

Section B. Recognition

The District recognizes the Association as the exclusive bargaining agent for all custodial and permanent maintenance employees of the District excluding all certificated employees and any employee whose duties imply a confidential relationship to the Superintendent, Assistant Superintendent and the Board.

The District shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by the State Public Employee Relations Commission as the exclusive bargaining agent for employees.

Section C. Status of Agreement

This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

Section D. Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement to any employee or groups of employees shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Section E. Maintenance of Standards

No employee covered by this Agreement shall suffer a loss of existing benefits or working conditions as a result of this Agreement even though these benefits or working conditions may not be specifically set forth herein unless such changes are required by new legislation.

Section F. Individual and Supplemental Contract Compliance

All individual and supplemental contracts are for one (1) year and shall be subject to and consistent with law and this Agreement and shall expressly state that they are subject to this and subsequent Agreements between the parties. If any individual or supplemental contract is inconsistent with this Agreement, this Agreement shall control.

Section G. Distribution of Agreement

Following ratification of this Agreement the Association shall prepare a camera-ready copy of the Agreement for District review and mutual editing. After editing, the District shall print two copies for signing. One signed copy will be retained by each party. The District will place a copy of the Agreement on the District website. Employees may download and print a copy of the Agreement using District equipment. The District shall also make one copy available for review by any applicant for employment with the District.

Section H. Joint Meetings

1. Representatives of the Association shall meet with authorized representatives of the Board no less often than quarterly during the regular school year in order to pursue mutual problem identification and mutual problem solving.

2. The above meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

ARTICLE II. BUSINESS

Section A. Dues Deduction

1. **Members**: Upon receipt of a written authorization, the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA and UniServ.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee using the Association's procedure. Dues deduction forms must be delivered to the business office within thirty days from the start of student school year, or within thirty days of an individual's decision to become a member, whichever is later.

2. **Indemnification**: The Association shall indemnify and hold the Board harmless from any claim filed by any employee regarding any of the provisions of this section. The Association shall reimburse the District for any damages or attorney fees incurred by them as a result of any claim made by any employee as a result of this section.

Section B. Other Deductions

Upon receipt of written authorization, the District agrees to deduct from the salary of employees, premiums for those insurance and annuity programs which have been approved by the Association and the District. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

Section C. Management Rights

Except as otherwise specifically limited by the provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including, but not limited to, the development, adoption, implementation, and enforcement of policies, rules, regulations and practices and to maintain efficiency of the district operation by determining the methods, the means and the personnel by which operations undertaken by the employees in the unit are to be conducted

It is expressly agreed by the Association that the enumeration of District rights in this Article shall not be deemed to exclude other District rights not specifically enumerated above.

Section D. Association Rights

The permissions contained herein shall not be abridged for arbitrary or capricious reasons.

1. **Use of School Buildings:** The Association shall have permission to use school buildings at all reasonable hours for meetings. Request for use of buildings will be approved by the building principal or Superintendent/designee in accordance with Board policy.

2. **Use of School Equipment:** The Association shall have permission to use district equipment, including but not limited to, typewriters, copy equipment, duplication equipment, calculating machines, computers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association will pay the District for expendable supplies and for damaged equipment.

3. **Association Business:** The Association shall have permission to:

a. Transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations.

b. Post notices of activities and matters of Association concerns on bulletin boards in the faculty lounge and other places, as authorized by the Superintendent/designee, requested by the staff in each school building in the District.

c. Use the District mail service and mailboxes for communications purposes. The Association will utilize the mailbox provided in the central office area to deliver and pick up communication materials.

Any concern regarding the Association's use of the District mail service and bulletin boards shall be a matter for early discussion between the Association President and the Superintendent/designee.

4. **Exclusivity:** In recognition of the Association's status as the officially recognized legal bargaining representative of employees, the rights granted in this Agreement to the Association

shall not be granted to any competing labor organization.

5. **New Employees:** The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date. The Association shall be given the opportunity to speak to all employees as an official part of the program during any District sponsored new employee orientation and during any year opening district-wide or building-wide employee meeting.

6. **School District Budget and Financial Reporting:** the Association shall be furnished monthly and annual financial statements and the preliminary and adopted budgets and financial reports, Board agendas and supporting materials that are normally provided to the public in a timely manner, following a request by the Association. Nothing herein shall require the central administrative staff to research and assemble information that has not been routinely prepared in the normal operation of the District.

The Association will furnish copies of information pertinent to employee relations topics as reasonably requested by the Superintendent or Board.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Rights of Law

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation.

Section B. Non-Discrimination

Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee because of membership or non-membership in the Association, domicile, race, creed, religion, color, national origin, age, sex or marital status, honorably discharged veteran or military status, political activity, or the presence of any sensory, mental or physical disability except as required in accordance with law.

Section C. Personnel File

1. **Right To Inspect:** Employees or former employees shall, upon request and in the presence of the Superintendent/designee, have

the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy at District expense of any documents contained therein shall be afforded the employee.

2. **Placement of Materials:** Any derogatory material not normally shown to an employee within fifteen (15) days after receipt or composition, or within 2 days after being allowed by an investigating agency, shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner, shall be kept or placed in the personnel file without the employee's signed acknowledgement and opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.

The performance appraisals of members of the Cashmere Custodian and Maintenance employees shall become a part of the employee's file and shall be signed by the employee at the time of the evaluation conference. A signature does not necessarily mean agreement with the contents of the evaluation, it merely indicates receipt of the document. The employee has the right to attach a written rebuttal which will become a part of the employee's written personnel record.

3. **Location:** The District shall maintain the employee's personnel file at the District Office. The Superintendent shall be responsible for safeguarding personnel files.

4. **Removal of Materials:** After seven years, upon written request of the employee, the District shall remove and destroy any adverse materials (excluding evaluation reports) upon which no subsequent action has been taken.

Section D. Due Process

No employee will be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary actions will be made available to the employee and the Association in writing.

Employees will be advised of their right to representation. Employees will be allowed to have a representative of his/her choosing at any disciplinary meeting. The conference will be scheduled with no less than two (2) days prior notice.

The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Any complaint made against an employee by any parent, student or other person will be promptly called to the attention of the employee, as long as it is in accordance with law.

Section E. Employee Evaluation

Procedure

The following procedure shall be used to assist in the performance evaluation of the employee:

1. Each employee shall be evaluated once each school year. If an employee's performance is considered less than satisfactory any time during the school year, he/she will be evaluated at that time. This evaluation will be in addition to the evaluation noted below.
2. In the event an employee is placed on probation, the District will notify the affected employee in writing. The District shall provide the employee a specific plan of assistance to help the employee remediate the areas of deficiency noted in the evaluation. The employee shall be given sixty (60) working days to correct the deficiencies.
3. The annual evaluation shall take place by June 30.
4. Each evaluation shall concern an employee's work performance, focusing on weakness and strengths with specific suggestions for improvement where appropriate.
5. Written evaluation reports, attached herein as Appendix C, shall be presented in post-conferences to each employee by his/her immediate supervisor within five (5) days following its completion. The employee shall have the opportunity to write and attach a rebuttal to his/her evaluation.
6. The Cashmere School District's Maintenance Supervisor will carry out all administrative duties for the Cashmere Custodians including annual evaluations.

Section F. Assignment and Transfer

1. **Assignments:**

a. **Definition:** An assignment shall mean the placement of an employee to a position within the bargaining unit. A position shall be defined as the building(s) in which the employee is stationed.

b. **New Employees:** The employer will give notice of assignments to new employees as soon as practicable and, except in cases of emergency, not later than June 15.

c. **Continuing Employees:** All employees presently employed will be given written notice of their specific building assignments for the forthcoming year not later than the last student attendance day of each year.

2. **Transfers:**

a. **Definition:** A "transfer" shall mean a change from an employee's current assignment to a different assignment.

3. **Vacancy and Posting of Jobs:**

a. **Posting:** All vacancies (including new positions) occurring during the work year shall be reported to the Association and posted in each building for a minimum of seven days.

b. **Application for Transfer:** Employees requesting a transfer shall complete and file a request for transfer with the Superintendent by April 1.

c. **Priority:** Employment of new employees for a specific vacancy shall be made only after it is determined that there are no applicants (present employees) on file to fill the vacant position. Current employees shall be given first priority by qualifications for vacancies and new positions. When two or more employees are equally qualified, the employee with the most seniority shall be chosen.

d. **Transfer Between Job Classifications:** Employees applying for positions outside of their current job

classifications will demonstrate their qualifications for the vacant position.

e. **Notice to Applicants:** All employees requesting a transfer to a vacancy or new position shall be notified within five days of the employer filling the vacancy or new position.

f. **Posting During Vacation Periods:** During vacation periods, the District shall notify employees of the posting by mail. Such employee shall then have ten days from receipt of notification to apply for the vacancy.

Section G. Layoff and Recall

1. **Seniority:** Seniority shall be defined as length of service within the District as a member of the bargaining unit. Accumulation shall begin on the employee's first working day as a regular employee.

The District shall prepare and maintain the seniority list ranking each employee from greatest to least seniority. A copy of the seniority list and subsequent revisions shall be furnished to each employee by March 1 of each school year.

Seniority lists will be maintained for both custodian and maintenance employees.

Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, or declining recall.

In the event of one or more employees having the same seniority ranking, employees so affected shall participate in a drawing by lot to determine position on the seniority list. The drawing shall be conducted openly and the President shall be in attendance.

2. **Layoff:** In the event of a necessary reduction in work force, the District shall first layoff the least senior employee(s) in the selected job classification. In no case shall a new employee be employed by the District while there are laid off employees qualified for a vacant or newly created position.

In the event of layoff, The District shall provide written notice to all affected employees and the President, on or before June 15

of the school year preceding the layoff. Employees not notified shall continue in employment for the following year unless there is just cause for termination.

Laid off employees may continue participation in District insurance programs by paying the regular monthly premium to the District, subject to carrier approval.

All retained employees face possible reassignment to fill essential vacancies.

3. **Recall**: Employees that are laid off shall be placed in a reemployment pool. Recall of employees shall be by reverse order as determined by the final seniority list. Notification of recall shall be sent by certified or registered mail to the last known address as shown on District records. The notice shall include the time and date the employee is to report back to work. It is the employee's responsibility to keep the District notified as to his/her current mailing address.

A recalled employee shall be given five (5) calendar days from receipt of the recall notice to inform the District if he/she will accept the position. An employee who declines recall, shall forfeit his/her seniority rights provided the position offered is of equivalent monetary value and does not involve a reduction in total compensation.

Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.

Employees shall not be "bumped" or reduced in seniority ranking by school employees not represented by the Association.

Section H. Employee Protection

1. **District Insurance**: The District shall provide such insurance for the protection of employees as is required by RCW 28A.58.425.

2. **Threats**: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor, and the Superintendent/designee; and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the

District in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.

Section I. Privacy

1. **Personal Lives:** The private and personal life of any employee is not within the appropriate concern or attention of the District, unless the District determines that the employee's actions are interfering with the educational process.

2. **Information:** The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific employee approval or Association agreement.

Section J. Harassment

The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been harassed (including sexual harassment) by supervisors or other non-bargaining unit employees. Normally the report will be filed with the Superintendent/Designee within thirty (30) days of an incident. Following District investigation, the District shall give the employee a written report, which shall include findings and recommendations.

Section K. Extracurricular Pass

The District shall provide each employee with free admission to all in-district school-sponsored events. It is understood by the employee that in exchange for admission that employees will assist the District when problems arise at the events.

Section L. Job Related Materials Training

The District will annually train Cashmere Custodians in the handling of job related materials and post Material Safety Data Sheets (MSDS) in a common area within the District.

Section M. Use of Personal Vehicle

Employees required to use their personal vehicle to commute between buildings as part of their job assignment will be reimbursed for actual mileage at the current mileage rate as established by the State of Washington Office of Fiscal Management.

ARTICLE IV. LEAVES

Section A. Illness, Injury and Disability (Sick) Leave

1. **Accumulation:** Each full-time employee shall be credited with twelve (12) days of illness, injury and disability leave, which shall be referred to hereafter as "sick leave." Employees who are less than full-time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance will be made known to him/her on each pay check stub. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.

2. **Use:**

a. **Illness, Injury and Disability:** Deductions from this allocation of leave days shall be made for each absence occasioned by legitimate claims of the following kinds: personal illness and injury, injury and illness in the immediate family, disability, maternity, paternity and other leave afforded per Family Medical leave Act. The immediate family is defined as parent, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse.

b. **Emergency:** The District shall grant sick leave to employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.

3. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave and/or leave sharing provided herein is exhausted, but more sick leave is required by the employee pursuant to the

provisions set out above, the employee may request and the District shall grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.

Sick Leave Sharing

1. Consistent with the provisions and requirements of state and federal statutes and this contract, employees may share accumulated annual leave or sick leave with another employee who:

- a. Suffers from, or has a household member or relative who suffers from an extraordinary or severe illness, injury or impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of a pregnancy; or has been called to service in the uniformed services.
 - b. Has a condition or circumstance which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
 - i. Apply for leave without pay, or;
 - ii. Terminate employment:
 - 1) Has depleted or will shortly deplete all applicable leave reserves. 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 forty (40) hours of sick leave in reserve.
 - 2) Has abided by District rules regarding use of leave.
 - 3) The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
2. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave, as described above.
3. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days.

4. A staff member who receives personal leave may request that the superintendent transfer a specified amount of personal leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the accumulated amount of personal leave available.
5. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, prorated, within sixty (60) days after the recipient's use of accumulated leave ceases.
6. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and recipients shall be kept confidential.
7. This provision shall be in conformity with rules and regulations as prescribed by RCW 41.04.650, 41.04.655, and 41.04.665.

4. **Annual Sick Leave Buy-Back Option:** Employees may cash in unused sick leave according to state law.

5. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from District employment due to retirement (as recognized by the Washington State Public Employees' Retirement System, whether or not the employee was a participating member of the system) or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one day's per diem pay for each four full days accrued leave for illness or injury.

The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of the Superintendent of Public Instruction.

Letter of Understanding: The District will issue a letter of understanding to the Association annually in September. The Association will elect to participate in VEBA (Voluntary Employee Benefit Association) for Annual Sick Leave Conversion and/or Retirement Sick Leave Conversion. The Association will return the letter of understanding to the District by October 1st of each year.

Section B. Personal Leave

Under the following conditions, the District will grant employees a maximum of three (3) days of personal leave in one year.

Notice: Notice of intended use will be given one (1) week in advance to the supervisor when possible.

Procedures:

- a. Three (3) days of fully paid personal leave shall be granted each year.
- b. Personal leave taken the week before or the week after Christmas vacation, winter break or spring vacation shall be limited to two (2) employees per building. No personal leave shall be taken the week before the end of school without Superintendent approval.
- c. All personal leave requests will be granted if an appropriate substitute can be hired.
- d. If a limited number of substitutes are available, then the personal leave requests will be permitted on a first come-first granted basis.

Section C. Bereavement Leave

The District shall grant employees up to five days with pay per occurrence for death in the immediate family (as defined above) of employees. The District shall grant employees one day of bereavement leave in cases of bereavement involving friends, students or colleagues. Additional bereavement shall be granted as emergency leave.

Section D. Court Appearance Leave

The District shall grant Court Appearance Leave as follows:

1. **Jury Duty:** Employees who are called to serve on a jury.
2. **Subpoenas:** Employees who are subpoenaed to testify in court.
3. **Other Court Leave:** Other court absences shall be granted from Emergency Leave. If the employee is the plaintiff against the District, this section does not apply and the employee must use leave without pay.

Section E. Long Term Leave of Absence

1. The District may grant any employee an unpaid long term leave of absence for up to one year for medical or other mutually agreed to reason(s).

2. The District may grant a child rearing leave of up to one year to any employee for the purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours.

3. Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Upon return from such leave, the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. Once granted, such leave may be renewed annually upon request of the employee, with the agreement of the District.

Section F. Accidents on the Job

It is recognized that the payments received as compensation by an employee injured on the job under circumstances bringing him/her within coverage of the Workman's Compensation Act of the State of Washington may be less than the regular wage payments received by the employee.

In the case of any on-the-job disability which is covered by State Industrial Insurance under the Workman's Compensation Act of the State of Washington, the employer will pay to such disabled employee out of his/her accumulated sick leave an allowance equal to the difference between the State Workman's Compensation benefits and the employee's regular straight-time gross pay, less statutory deductions, beginning at the time of the disability and continuing until the accumulated sick leave allowance is expended. If the employee is still disabled after his/her earned sick leave allowance is expended, the employee will revert to only the pay coverage afforded by State Workman's Compensation Insurance.

Section G. Association Leave

The District shall grant up to ten (10) days leave with pay to the

Association to be used to conduct Association business. If the District hires substitute employees to cover for employees using Association Leave, the Association shall pay for the cost of substitutes.

Section H. Military Leave

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law.

Section I. Leave Replacement Employees

The District will provide substitute custodians to replace district custodians when absent from work. If a proper substitute can't be found, the custodian supervisor will arrange for a senior building custodian to perform the work.

Section J. Washington Paid Family Leave

Employees are eligible for WPFL starting in January of 2020. The cost of the premiums is split as per the law governing the use of the leave. Procedures for application shall be established by WAC... The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may elect to use this leave after using sick leave, an amount determined by the employee, and before accessing the provisions of the Family and Medical Leave Act (FMLA).

ARTICLE V. FISCAL MATTERS

Section A. Hours of Work and Overtime

1. **Work Day**: Each employee shall be assigned to a definite work day with designated times of beginning and ending which shall not be reduced.

2. **Hours, Lunch and Rest Period**: The normal work day for full time employees shall consist of eight (8) hours excluding a thirty (30) minute uninterrupted lunch period. A daily fifteen (15) minute first half and a fifteen (15) minute second half uninterrupted rest period shall be provided.

3. **Work Week:** The work week shall consist of five (5) consecutive days, Monday through Friday.

4. **Work Schedules:** Work schedules showing the employees' shift, work days, hours, and contract days shall be given to each employee.

One employee position may have a flexible work week. Said position shall be guaranteed two (2) consecutive days off. Scheduled days off shall be either: Friday - Saturday, Saturday - Sunday, or Sunday - Monday. The employee shall be notified of scheduled days off at least two (2) weeks in advance.

5. **Daily work schedules:** Daily work schedules shall be established by the employee's supervisor and the employee and finalized by the District office.

6. **Overtime:** Overtime shall be compensated at one and one-half (1 1/2) times the employee's hourly rate. Saturdays, Sundays and holidays shall be compensated at two (2) times the employee's hourly rate. All payment for overtime hours worked shall be in accordance with the Fair Labor Standards Act.

7. **Emergency call out:** Employees called out for emergencies will receive a minimum of two (2) hours pay. The parties will work out a system for determining the urgency and who will be called for emergencies.

8. **License differential:** Employees required to carry a specific pesticide license for employment will receive an annual stipend of \$500.

9. **Shift Differential:** Employees required to work outside of their regularly scheduled workday for snow removal will receive \$.50 per hour of shift differential pay.

10. **Clothing Allowance:** The District commits to budgeting **funds** to the Maintenance/Custodial budget for the purpose of providing a selection of logo-wear options to Custodians, Maintenance and Grounds staff. The intent is to allow each employee to access no more than \$150.00 per person to select from identified logo-wear. This budget will be managed by the Maintenance/Custodial Supervisor.

11. **Snow Watch Stipend:** Employees required to determine that snowfall is significant enough to begin plowing will receive a \$500 per year stipend.

12. **Graveyard Stipend:** Employees required to work a graveyard shift shall receive a \$500 per year stipend.

13. **Trades Stipend.** The employee responsible for the majority of carpentry and plumbing shall receive a stipend of one-thousand dollars (\$1000.00) per year.

14. **School Employees Retirement System:**

The District will follow the rules as defined by the School Employees Retirement System in crediting retirement to employees.

15. **Emergency Standby:** Employees with responsibility for being on emergency call will receive an annual stipend as follows: Primary individual a stipend of \$1200 and secondary individual a stipend of \$300.

Section B. Holidays

All twelve month employees shall receive the following paid holidays which fall within their work year:

1. Labor Day
2. Veteran's Day
3. Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. Martin Luther King Day
7. President's Day
8. Memorial Day
9. Day after Thanksgiving Day
10. One extra day at Christmas as arranged
11. One day at New Year's Day as arranged
12. The day before or the day after Independence Day
13. Independence Day
14. One day during spring vacation (at employee's option)

The 261st day will be treated as vacation and will be reported on the employees leave sheet at employee discretion.

Section C. Vacations

1. **Vacation Days:** Annual leave with pay shall be allowed to each employee in the following manner:

<u>Number of Years</u>	<u>Vacation Days</u>
Year 1	10 Days
Year 3	12 Days
Year 5	14 Days
Year 6	14 Days
Year 7	15 Days
Year 8	16 Days
Year 9	17 Days
Year 10	18 Days
Year 11	19 Days
Year 12	20 Days
Year 15	21 Days
Year 18	22 Days
Year 20	23 Days

2. **Accrual:** Vacation accrual shall be based on total hours per year. (2080 hours equals full year). Vacation days will be front loaded on September 1 of each year.

3. **Vacation Call-Back:** An employee who is recalled from vacation will receive the overtime rate for all hours worked and shall be given the remainder of his/her vacation at a later date.

4. **Vacation Carryover:** A total of seven (7) vacation days not used during the year may be carried over to the subsequent summer in the following manner:

a. Notification: Employees shall notify the District in writing of their intent to carryover vacation by Aug.1 of the year the vacation is to be taken.

b. Retirement Bar: Vacation carryover cannot be used during an employee's last year of employment with the District.

5. **Vacation during times when school is in session:** Employees wishing to take vacation during the school year prior to summer break shall schedule the requested vacation times with the District

under the following conditions:

a. **Notification**: Employees shall notify the District in writing of their intent to use vacation at least one (1) week in advance. Vacation of two (2) or fewer days may be approved on 24 hours' notice for maintenance employees only.

b. **Limits**: No more than two (2) custodians or one maintenance employee from the district may take vacation at the same time.

c. **Selection**: If three (3) or more employees from the District, or two (2) or more employees from any building, or more than one maintenance employee apply for vacation during the same time period, the employees whose requests for vacation are received first in the district office shall be first to be granted vacation for their requested time.

6. **Vacation During Winter Break**: Two days of vacation leave per building shall be available to employees in the following manner:

a. **Notification**: Employees shall notify the District in writing of their intent to use vacation during winter break by December 1.

b. **Selection**: If two (2) or more employees apply for vacation, the most senior employee(s) shall be selected.

Section D. Salary and Salary Payments

1. **Schedule**: Salaries shall be as set out in the schedule which is attached to and made a part of this Agreement as Appendix A.

2. **Increments**: Increment steps shall take effect on September 1 of each year when negotiated and accepted.

3. **Payment**: Employees shall be paid in twelve (12) equal monthly payments. Checks shall be issued on the last working day of each month. Employees shall use direct deposit to a bank.

4. **Severance**: All compensation owed to an employee who is

separating from service with the District shall, upon request, be paid on the next regular pay warrant.

5. **State Funding:** The District will automatically apply to the salary schedule the any state funded increase as determined by the state of Washington.

6. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an over payment, the District and the employee shall work out a mutually agreeable plan for payback. In the event the District has underpaid, the deficit shall be made up immediately.

Section E. Insurance

The current insurance provided by the District will remain in effect until December 31, 2019. All existing provisions will remain in effect until that date.

1. **Contribution:** Beginning January 1, 2020, the District shall provide the maximum per employee allocation funded by the state based on a minimum of 630 hours of employment.

2. **Part-Time Employees:** Employees less than 630 hours per year are not eligible for benefits through the District.

3. **Available Programs:** Plans available to Cashmere School District employees shall be those provided by the School Employees Benefits Board (SEBB).

4. **Additional Options:** In addition, any employee may participate in any other approved voluntary programs, provided, all premiums will be paid from payroll deductions by the employee.

ARTICLE VI. GRIEVANCE PROCEDURE

Section A. Definitions

1. **"Grievant"** shall mean a bargaining unit member or group of bargaining unit members or the Association.

2. **"Grievance"** shall mean a claim or complaint by a grievant

that:

- a. there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement or of any rules, order, policy, regulation or practice of the employer;
- b. an employee has been treated inequitably; or
- c. there exists a condition which jeopardizes employee health or safety.

3. "**Days**" Shall mean any day the district business office is open for business with the public.

Section B. Time Limits

If the grievant fails to file or appeal according to the time-lines set out herein, the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended by mutual concurrence of the parties.

Section C. Rights to Representation

1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.

2. In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.

3. No grievance may be processed with a grievant having representation other than him/her self or the Association.

Section D. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without

the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

Section E. Procedure

Grievances shall be processed in the following manner:

STEP 1. Supervisor: The Parties encourage employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances.

Within thirty days of the occurrence, or of the grievant's knowledge of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference between him/herself, the grievant and the Association Representative to take place within five days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five days after the meeting. Such answer shall include all reasons upon which the decision was based.

STEP 2. Superintendent: If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the time line, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/herself, the grievant, the first level supervisor and the Association Representative, to take place within five days of his/her receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five days to provide his/her written decision, together with the reasons for the decision to the grievant and the Association.

STEP 3: School Board If the grievance has not been adjusted to the satisfaction of the grievant at Step 2 within the time line, the grievant may appeal to the Board by filing written notice with the Superintendent. The Board shall provide a hearing for the grievant within ten (10) work days after receipt of the appeal by the District. A written decision with reasons for said decision shall be given (or mailed) to the grievant and his/her representative within five (5) work days after the formal hearing.

STEP 4. Binding Arbitration: If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the time-line, the Association may submit a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent. The arbitration shall be controlled by the Arbitration Rules of AAA. Neither the District nor the Association shall be permitted to assert in such arbitration any ground not previously disclosed to the other party.

The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. If the arbitrator finds that the District's action has been taken to accrue unjust enrichment, the arbitrator may require the District to compensate for any damages inflicted or to turn over any monies acquired as a result of such unjust enrichment. Both parties agree that the award of the arbitrator shall be final and binding.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Parties; all other costs will be borne by the party incurring them, except that where the arbitrator finds that the position of one party is an intentional breach of contract, the arbitrator may require that party to pay all expenses.

Section F. Miscellaneous Conditions

1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

2. **No Reprisals:** No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.

3. **Cooperation of the Parties:** The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the

District shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the affected employee or any issue in the proceeding in question.

4. **Released Time**: Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits.

5. **Files**: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6. **Form**: The form for filing grievances is attached to and made a part of this Agreement as Appendix B.

7. **Association Grievances**: If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

ARTICLE VII. DURATION

Section A. Effective Dates

This Agreement shall be in effect September 1, 2019 through August 31, 2022.

Section B. Openers

Modifications of this Agreement, matters of common concern, wages, hours, terms and conditions of employment may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement of the parties.

EXECUTED THIS _____ day of _____, 2019 at Cashmere, Chelan County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Board Chairman

Rob Dennis, Association
President

Superintendent

Chief Negotiator

APPENDIX A. Cashmere Custodians and Maintenance Associations Salary Schedule

CSP Position, Years	Mix Factor	2019-20	IPD %
Custodians 1-2 Years	1.00	20.08	2.00%
Custodians 3-5 Years	1.04	20.89	
Custodians 6-8 Years	1.08	21.70	
Custodians 9	1.12	22.50	
Custodians 10-14	1.16	23.30	
Custodians 15+	1.20	24.11	
Maint/Grounds Specialist 1-2 Years	1.00	24.02	
Maint/Grounds Specialist 3-5 Years	1.04	24.99	
Maint/Grounds Specialist 6-8 Years	1.08	25.95	
Maint/Grounds Specialist 9	1.12	26.91	
Maint/Grounds Specialist 10-14	1.16	27.87	
Maint/Grounds Specialist 15+	1.20	28.83	
Grounds/Custodial Specialist 1-2 Years	1.00	21.34	
Grounds/Custodial Specialist 3-5 Years	1.04	22.20	
Grounds/Custodial Specialist 6-8 Years	1.08	23.05	
Grounds/Custodial Specialist 9	1.12	23.90	
Grounds/Custodial Specialist 10-14	1.16	24.76	
Grounds/Custodial Specialist 15+ Years	1.20	25.61	

Employees hired in more than one job classification will be paid at the job classification rate for the hours worked in that classification.

The District may, at its discretion, grant experience credit to new employees when prior work experience is related to the position for which they are hired.

Year 2020-2021 - IPD

Year 2021-2022 - IPD + 1%

APPENDIX B. FORMAL GRIEVANCE FORM

NAME OF GRIEVANT: _____

ASSIGNMENT _____ **BUILDING** _____

DATE _____

PERSON TO WHOM GRIEVANCE IS SUBMITTED _____

SPECIFIC CONTRACT ARTICLE, BOARD POLICY, CODE, RULE, REGULATION, PRACTICE, OR HEALTH OR SAFETY CONDITION VIOLATED: _____

BRIEF DESCRIPTION OF GRIEVANCE: _____

DATE VIOLATION OCCURRED: _____

DATE GRIEVANT BECAME AWARE OF VIOLATION: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT: _____

DATE: _____

Send the original signed grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy.

APPENDIX C. EMPLOYEE EVALUATION REPORT

CLASSIFIED CUSTODIAL PERSONNEL PERFORMANCE EVALUATION

Directions: **CHECK APPROPRIATE BOX.** If Needs Improvement or Unsatisfactory are checked, rating must be substantiated in writing. Use the comments section for recommendations and/or commendations. One copy shall be given to the employee, one copy to the evaluator and one to the District's office personnel file.

NAME _____ POSITION _____

SCHOOL _____

Type of Evaluation:

_____ Annual	From _____ To _____
_____ Probation	From _____ To _____

CRITERION 1: ABILITY TO WORK UNDER SUPERVISION

- A. Accepts and responds positively to instruction and criticism.
 - _____ Satisfactory
 - _____ Needs Improvement
 - _____ Unsatisfactory
- B. Follows Directions.
 - _____ Satisfactory
 - _____ Needs Improvement
 - _____ Unsatisfactory
- C. Ability to adjust to new situations.
 - _____ Satisfactory
 - _____ Needs Improvement
 - _____ Unsatisfactory

Evaluators Comments:

CRITERION 2: PERFORMANCE OF ASSIGNED TASKS

- A. Consistently works accurately and effectively.
 - _____ Satisfactory
 - _____ Needs Improvement
 - _____ Unsatisfactory
- B. Consistently completes assigned tasks within time limits.
 - _____ Satisfactory
 - _____ Needs Improvement
 - _____ Unsatisfactory

- C. Understands job responsibilities.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory
- D. Takes pride in workmanship.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory
- E. Keeps work area neat and well-organized.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory
- F. Makes decisions appropriate to the level of job responsibility.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory
- G. Requires little supervision.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory

Evaluators Comments:

CRITERION 3: ORGANIZING AND PLANNING

- A. Demonstrated skill in utilizing time.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory
- B. Learns and applies new methods and techniques.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory
- C. Acts on own initiative when appropriate.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory

Evaluators Comments:

CRITERION 4: INTERPERSONAL SKILLS

- A. Ability to maintain good relationships with students, public, fellow employees and employer.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory

Evaluators Comments:

CRITERION 5. SAFETY PRACTICES

- A. Demonstrated awareness of good safety practices.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory
- B. Uses and cares for equipment properly and safely.
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory

Evaluators Comments:

=====

I certify that this report has been discussed with me. I understand my signature does not, necessarily, indicate agreement. A statement relative to this evaluation is _____, is not _____ attached. (Employee initial and date all attachments.)

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

APPENDIX D

**CASHMERE SCHOOL DISTRICT/CASHMERE CUSTODIANS' ASSOCIATION
NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION OR
A NEGATIVE EVALUATION**

You are being presented with this notice and option pursuant to the Agreement between the Cashmere School District and the Cashmere Custodians' Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District will notify the Cashmere Custodians' Association that this disciplinary action or negative evaluation has been given to you.

/__/ I **do** wish to have the Association notified that I have received this notice.

/__/ I **do not** wish to have the Association notified. I understand that the Association will receive no notice from the District of this action. Unless I contact them directly, they will not be informed of this action. If you choose this option, this form shall become a part of your personnel file.

My signature indicates that I have received, read and understand this notice.

Signature of administrator

Date

Signature of employee

Date

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