Agreement by and Between

SEQUIM SCHOOL DISTRICT
and
Maintenance & Operations Bargaining Unit

Effective September 1, 2019
To August 31, 2022

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AGREEMENT
By and Between

SEQUIM SCHOOL DISTRICT
and
Sequim School Maintenance & Operations Unit
United Food & Commercial Workers Union Local 21

PREAMBLE

This Collective Bargaining Agreement (CBA or Agreement) entered into, by and between Sequim School District No. 323 and the Maintenance & Operations Bargaining Unit of the United Food and Commercial Workers Union Local 21 (Union).

The intent and purpose of this agreement is to create and sustain a spirit of collaboration to benefit both parties to the agreement and support the students and families we serve. This agreement sets forth the hours, wages and working conditions mutually bargained and agreed as follows:

ARTICLE 1—RECOGNITION

The District recognizes the Union as the exclusive bargaining agent for all classified employees employed as full or part-time workers in non-supervisory positions conducting maintenance and operations of the District buildings and grounds.

Section 1. Regular Employees.
A regular employee is one who has satisfactorily completed their probationary period, sixty (60) working days. A regular employee may work on either a full-time or regularly scheduled part-time basis.

Section 2. Full-Time.
A regular full-time employee normally works a continuing schedule of forty (40) hours per week, two hundred and sixty (260) days in a school year. The following positions shall be full time positions: Facility Operations Specialist, Maintenance Mechanic/Lead Man, Building Service Technician, Lead Groundskeeper, Grounds keeper, Lead Building Custodian, and Lead Night Custodian.

Section 3. Part-Time.
A regular part-time employee normally works a regular schedule of less than forty (40) hours per week or two hundred and sixty (260) days in a school year. Such employees are entitled to all benefits in this Agreement on a pro-rata basis (except for Health and Welfare which is covered by Article 7.) If a regular part-time employee is required to fill the position of a full-time employee beyond five hundred and twenty (520) hours in any one instance for any one position, an assessment of reclassification will be made and consideration given to reclassify to full-time status.

Section 4. Seasonal Employees.
These employees are paid at step one of the Bargaining Unit salary schedule in the first column and are assigned to assist regular maintenance and operation employees. The total annual hours this group works shall not exceed 10% of the total hours for all employees working under this Agreement. In the instance of work hours or reduction in force, all workers in this category would be reduced first.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. Management Rights

It is agreed that the customary and usual rights, power, functions and authority of management are vested in management officials of the District. These rights, in accordance with applicable laws and regulations, include but are not limited to the following: the right to direct the work force, the right to hire, evaluate, promote, retain, transfer and assign employees in positions and the right to release employees from duties because of lack of work or levy loss or for any other legitimate reasons such as immorality or incompetence. The District shall retain the right to maintain efficiency of the District operation by determining the number and classifications of personnel by which such operation is conducted.

Section 2. Rules/Regulations

The right to make reasonable rules and regulations is the acknowledged function of the District. In making rules and regulations relating to personnel policies, procedures and practices and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

Section 3. Matters Not Covered by Agreement

All matters not covered or treated by the language of this Agreement will be administered by the District as from time to time it may determine. The District is required to give notice prior to such changes and to bargain any matter pertaining to hours, wages and working conditions.

Section 4. Fair and Reasonable Judgment

The District agrees to use fair and reasonable judgment in the application of the above provisions.

ARTICLE 3 – EMPLOYMENT CONDITIONS

Section 1.

The District will not advise employees regarding Union membership and will refer any questions in this regard to the Union.

Section 2. Union Membership~~:~~

The District shall deduct Union dues and initiation fees from the pay of any employee who voluntarily executes a wage assignment authorization form. When the District is notified, the authorization form will be honored in accordance with its terms. The District shall transmit all such funds deducted to the Union on a monthly basis. Upon issuance and transmission of a check to the Union, the District's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues and fees hereby undertakes to indemnify and hold the District harmless from all claims, demands, suits or other forms of liability that shall arise against the District for or on account of any deduction made from the wages of such employee. Yearly, the District will electronically send a dues list that includes the social security number. Monthly, the District will electronically send a dues list that includes the last four digits of the social security number, and the full social security number of any new hires during the previous month.

Section 3. New Employee Orientation
An authorized representative of the Union shall have the opportunity to meet with new employees on District property during paid time at a time and place mutually agreeable to the District and the Union. When employing new employees to perform work covered by this agreement, the Union shall provide a copy of the current bargaining agreement; it is also available on the District website.

Section 4 Union Non-Discrimination
No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of the Agreement, providing such activities shall not interfere with the normal performance of the employee's work.
Section 5 Bargaining Unit Roster
Upon signing of this agreement and annually thereafter, the District shall supply to the union lists of all employees covered by this agreement. The lists shall include the name, address, phone number, social security number, job classification, employee status, date of hire, effective date that the employee changed status from a casual to a regular employee, hourly rate of pay, and hours worked during the previous pay period for each employee. Each month the District shall also send a list of new hires, their addresses and lists of all bargaining unit employees who have been terminated during that month.

Section 6 Voluntary Political Action Fund Deductions
During the term of this agreement, the District shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wages assignment authorization form (UFCW Active ballot club). When filed with the District, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the District's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the District harmless from all claims, demands, suits, or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employees.

No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work.

Section 1. Probation
Each new employee shall be hired on a probationary basis for a period of sixty (60) workings days. The probationary period shall provide the District the opportunity to observe the work of the new employee, and train and educate the employee regarding the position and job expectations. Terminations in the probationary period do not require a two week notice and will not harm the probationary employee from future employment with the District.

ARTICLE 4 – WORKING CONDITIONS

Section 1. Work Week

A regular workweek shall consist of not more than forty (40) hours work. A regular shift shall be not more than eight (8) hours per day for five (5) consecutive days or more than ten (10) hours per day for four consecutive days as mutually agreeable. Time worked over forty (40) hours per week shall be paid in compliance with Federal Fair Labor Regulations at the rate of time and one-half or, if mutually agreeable between the employer and the employee, in compensatory time.

Section 2. Non-Discrimination

The District and the Union agree that conditions of employment shall be consistent with applicable city, state and federal laws regarding nondiscrimination.

Section 3. Individual Agreements

It is agreed that no member of the Union shall be requested or required to make any individual contract, stipulation, or affidavit, which relates to hours, wages, working conditions, union membership, union activities, or any other matter which may affect his employment right in the School District.

Section 4. Call Back, Differentials, Work above Classification

A. **Callback**. Callback time for employees after shift has ended and they have left for the day shall be paid for at time and one-half (1 1/2) for all such hours worked, and not for less than two (2) hours pay. Callback time for evening meetings shall be paid for at the rate of time and one-half (1 1/2), and for not less than two (2) hours. Callbacks for events shall be made by seniority, locations, then district wide, if applicable, provided the employee is qualified, and rotated down the seniority list through each location first.

B. **Shift time and Differential.** The hours between 7:00 a.m. and 3:30 p.m. shall be considered the day shift. Mid shift differential shall apply to those employees who start shifts between 12 noon and 2 pm and they shall receive twenty cents ($0.20) per hour for all hours in addition to the hourly wage. The hours between 2:00 p.m. and 7:00 a.m. shall be considered night shift hours. Pay for work during the night shift hours shall be at a rate of fifty cents ($0.50) per hour greater than provided on the regular salary schedule. The number of work days in a calendar school year shall consist of no less than 199 days.

C. **Work above Classification.** During the school year employees working at a higher rate job shall receive the higher rate of pay while working on that job. This shall include the position of lead custodian, as long as the position is being covered for more than two (2) consecutive days by another employee represented by the bargaining group.

Section 5. Overtime approval

The Superintendent or designee in advance of any work being performed must approve all overtime.

Section 6. Employee Rights

A. All employees will be given a copy of the job description that applies to their classification.
B. All employees will be given on-going training for their jobs with special emphasis during the first ninety (90) days of employment.

C. All employees shall receive a job performance evaluation each year by the employee's immediate supervisor.
D. Employees, at no cost to the District, will be offered training to assist them in qualifying for promotions to higher classifications.

Section 7. Personnel Files

An employee shall be notified of the placement of all derogatory information placed in his or her personnel file within ten (10) days, of the placement and shall be given the opportunity to attach an explanation or rebuttal in writing. An employee shall be entitled to ask the District to remove derogatory material from the file at any time and the Superintendent shall review current performance, state and District guidelines and then inform the employee of the decision.

Section 8. Clothing Allowance

Each regular full-time and regular part-time employee will receive a clothing allowance of $300.00. This stipend will be paid in the September pay warrant.

ARTICLE 5 – VACATION

Section 1. Accrual

Annual Vacation for full-time 12-month employees will be granted at the rate of five-sixth (5/6) day per month or ten (10) working days per year. This also applies to new full-time, 12-month employees. Regularly scheduled employees who work less than eight (8) hours per day will receive vacation credit in proportion to hours worked regularly each day. After two (2) years of continuous service, one (1) day of vacation per year shall be added each year thereafter for continuous employment to maximum of (25) days.

Section 1.1. Scheduling of Annual Vacation

On or about September 1st of each fiscal year, the supervisor will post a vacation schedule sign-up sheet. Each employee may sign up for vacation dates desired in any of the twelve months of the next fiscal year. Employees are encouraged to schedule vacations outside the school year or during scheduled school breaks. The first thirty (30) days the calendar is posted, if more than one employee signs up for the same vacation period, seniority will have priority. After the 30-day period has lapsed (no later than October 10th of each year) all employees will have equal rights on a first come, first serve basis to the remaining open vacation periods. The District reserves the right to restrict the taking of vacation during peak workload periods, or to determine the number of employees that may be on vacation at one time within a single department. Employees will be notified of granted vacations within two weeks of the close of the annual schedule posting period.

A. Two consecutive weeks' vacation is the maximum any employee can take at one time. Those entitled to more than two weeks' vacation should attempt to "stagger" the last weeks to share the workload and minimize conflicts with other vacation schedules.
B. Vacation will be discouraged during the last two weeks of summer break, and at no time will the building be left without a custodian on duty. The Director of Maintenance and Facilities, or designee, may authorize vacation during this time,
under certain circumstances.

C. Part-time custodians do not work during spring break, winter break, or Thanksgiving unless prior approval is received from the direct supervisor. Newly hired, part time employees do not receive annual vacation. Current part time employees will be grandfathered for annual vacation accrual.
D. Groundskeepers are encouraged to take vacation during the winter months.
E. All employees are required to have supervisory pre-approval for any vacation taken during the school year and in addition to regular school holidays. Following the initial scheduling at the beginning of the fiscal year, these days will be on a first come, first serve basis.
F. Vacation allowance may be accumulated to forty (40) days.

Section 2.
Employees hired during the school year will not be deprived of vacation allowance or have to work longer than twelve (12) months before receiving vacation. Such employees shall receive that portion of earned vacation, during the first (1st) regular summer vacation after being employed.

Section 3.
Employees who resign, or are discharged, after the first or any subsequent anniversary date of their employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked. Employees who are discharged for theft or misconduct involving students or school property shall not be entitled to payment for remaining vacation hours.

ARTICLE 6 - HOLIDAYS

Section 1.
Part-time employees shall receive ten (10) paid holidays: (Labor Day., Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, and Labor Day).

Full-time employees shall receive twelve (12) paid holidays (Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Independence Day).

A. Part time employees who work the week of Independence Day will receive this paid holiday.
B. In addition, employees may receive any holidays proclaimed by the federal or state government, if the holiday falls during their work year and school is not in session that day.
C. New employees hired after September 1, for less than a full calendar year will be paid for those holidays which occur between their first day of work and their last day of work. Their pay for each holiday will be for the number of hours they are regularly scheduled to work.
D. When any recognized holiday falls on a Saturday or Sunday, the preceding Friday or the Monday preceding or following the holiday shall be given as a holiday.
E. When the day before Thanksgiving is an early release for students, employees shall be released after four (4) hours of work. Night shift employees may start their four (4) hour shift early (in proportion to the student release time), unless there is an activity scheduled in their building. If an employee is on leave on this day, leave will be calculated on a full day basis.

Section 2.
Employees assigned by their supervisor to work on a Holiday shall be paid double time.

Section 3.
An employee whose combined regular work year and summer employment equals 1,872 total hours shall qualify for paid holidays (excluding day before Christmas, Christmas and New Year's) occurring during the regular work schedule. Holiday pay will be paid as it occurs providing an employee has accepted an offer to work the necessary summer hours and so works. The District reserves the right to assign summer hours in such amounts as, in its sole discretion, it deems necessary for the operation of the District.

ARTICLE 7 - LEAVES

Section 1. Accrual
Sick leave shall be earned at the rate of one (1) day per month for no less than ten (10) days per year (if any employee works at least the full school year). Sick leave is earned by all regular full-time employees, and each regular part-time employee in proportion to the time worked. After three (3) consecutive working days of personal illness, a doctor's certificate of illness may be required by the Supervisor.

Section 2. Use of Sick Leave
Sick leave shall be granted according to WAC 357-31-130.

Section 3. Sick Leave Notification
Employees shall notify their supervisor of their absence at least two hours in advance of the beginning of their regular shift.

Section 4. Bereavement Leave
Bereavement leave of five (5) days will be paid for death of a spouse, child, step-child, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, daughter-in-law, or son-in-law,. Such leave shall not be subtracted from the sick leave accumulated in Section 1, Article 7. Such leave shall be subject to approval by the Superintendent. Additional use of vacation or sick leave may be granted with Supervisor's approval.

Section 5. Personal Leave Day
Each employee shall be entitled to a maximum of one (1) day paid personal leave per year, not to be carried over year to year, to attend to personal or business. Effective September 1, 2020, at the beginning of their fifth (5th) year of service, employees shall be entitled to a second (2nd) personal leave day per year, not to be carried over year to year. Effective September 1, 2020, at the beginning of their tenth (10th) year of service, employees shall be entitled to a third (3rd) personal leave day, not to be carried over year to year.

Regular part-time employees who work 199 days in a school year and were hired after September 1, 2016 shall be entitled to a maximum of two (2) days paid personal leave per year, not to be carried over year to year.

Section 6. Leave of Absence
Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended

leave of absence for a period not to exceed one (1) year. The immediate supervisor shall have the authority to grant such leaves for periods of five (5) days or less. Leave shall be without pay.

The returning employee must notify the District, in writing by April 1 of the following year of their intent to return to work. The employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, the employee shall be reinstated to a position equivalent in duties and salary to that held at that time the request for leave of absence was approved. Employees on leave shall be subject to a RIF as are employees not on leave.

Section 7. Maternity Leave

Employees may use maternity leave according to WAC 162-30-020.

Section 8. Emergency Leave

Any employee may be given an emergency leave without pay by permission of the District for not more than twelve (12) months (a year) and still maintain his or her status within the school district. An employee may also, with the approval of the District, be entitled to a three month leave of absence during the summer months, such leave to be taken without pay and benefits without loss of seniority. Employees shall be permitted family leave in accordance with District policy, which, in turn, shall be consistent with Chapter 49.12 RCW.

Section 9. Sick Leave Attendance /Incentive Program

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

At the time of separation from school district employment, an eligible employee, as defined by RCW 28A.400.210(2), or the employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation for each four (4) days accrued leave for illness or injury. Maximum accumulation for such remuneration under this formula shall be one hundred and eighty (180) days.

Section 10. Sick Leave Sharing Program

Employees who are members of this bargaining unit may participate in the Sequim School District Leave Sharing Program. Under the provisions of this program, the District shall receive and process requests noted herein.

A. An employee who has an accrued sick leave balance of more than sixty (22) days may request a transfer of a specified amount of sick leave to the Leave Bank. In no event may such an employee request a transfer that would result in his or her sick leave account going below twenty-two (22) days.

   Employees volunteering to participate in this program will fill out a "Request to Transfer Sick Leave" form and submit it to the District. Days shall be converted to hours.

B. An employee shall be entitled to receive leave under this section pursuant to Chapter 392-136A WAC.

C. Upon advance request of at least forty-five (45) days by the Union, leaves of absence without pay for Union business of either six (6) or twelve (12) months may be granted by the District to employees regardless of length of service.
D. The value of the leave transferred shall be based upon the leave value of the person receiving the leave.

Section 11.
Upon advance request of at least forty-five (45) days by ~~of~~ the Union, leaves of absence without pay for Union business of either six (6) or twelve (12) months may be granted by the District to employees regardless of length of service.

ARTICLE 8 - GROUP INSURANCE AND RETIREMENT

Section 1. Acceptance of Trust Agreement: This section remains in effect through December 31, 2019. Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Retail Clerks Welfare Trust initially executed June 18, 1957, and all subsequent revisions or amendments thereto. All applicable portions of the current trust agreement shall be provided to the employer during contract negotiations. Each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

Section 2. Employer Contribution
Effective January 1 through December 31, 2019 the District will contribute a maximum of $4.86 per hour for a maximum each year of 173 hours per calendar month for the purpose of providing employees with health and welfare benefits in accordance with Retail Clerks Welfare Trust. Effective January 1, 2020 the District will make the state-designated employer contribution per eligible employee to the School Employees Benefits program for the purpose of providing employees with those benefits identified by the School Employees Benefits Board (SEBB).

Section 3. Trust Benefit Details This section remains in effect through December 31, 2019.

The details of the benefit programs including a description of exact benefits provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Retail Clerks Welfare Trust in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated June 18, 1957, and as may be subsequently amended.

Section 4. Trust Contribution This section remains in effect through December 31, 2019.

The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

Section 5. Contribution Reporting This section remains in effect through December 31, 2019.

Notwithstanding the foregoing Section, the Board of Trustees of the Retail Clerks Welfare Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case the 173 hour maximum shall be

appropriately adjusted, as directed by the Trustees, provided that in no event shall an employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

Section 6. Compensable Hour Definition This section remains in effect through December 31, 2019.

The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

Section 7. Group Insurance This section remains in effect through December 31, 2019.

The District shall contribute group insurance premium payments to the basic benefits insurance plan or plans mutually agreed to by the District and the Association and allocated to each Maintenance & Custodial staff in a pooling arrangement so long as the total contribution of the District does not exceed the state monthly allocation per month for a full-time employee (defined for the purposes of this Section as 1440 hours per year), or the state monthly allocation per month pro-rated to FTE for part-time employees. Each February, the District will make an adjustment to the pool established in September to reflect increases or decreases in hours which were made between September and January 31.

Section 8. Elected Coverage Increases This section remains in effect through December 31, 2019.

Employees who elect, during the fiscal year, to increase their coverage and resultant premium cost shall pay the difference between the increased premium and the employee cost or District contribution, as the case may be.

Section 9. Trust Participation in Layoff or Unpaid Leave This section remains in effect through December 31, 2019.

Any employee who is on layoff or unpaid leave status shall be allowed to continue his/her participation in District insurance programs via direct monthly payments to the District, to the extent provided by law and permitted by the insurance carrier(s). Such employees must make written arrangements with the District.

Section 10. Retiree Subsidy

For calculation of pooling for insurance benefits, the District shall pass on the state rates each school year. The District will pay $20.00/FTE towards the retiree subsidy per month. Any additional subsidy cost will be paid from the pool. Effective January 1, 2020 the retiree subsidy is included in the state-designated employer contribution per eligible employee per month.

Section 11. Flexible Benefit Plan

The District will make available to employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan. The plan will be established, administered, and communicated to employees by the District without cost to the employees.

ARTICLE 9 - PROMOTIONS. REDUCTIONS AND TERMINATIONS

Section 1. Promotions

Promotions (including the right to work a full year as opposed to less than a full year in the same job classification) shall be made on the basis of qualifications, quality of service to the District, and seniority. Management has the right to determine qualifications and quality of service, provided the determination is not arbitrary or capricious. In the event two or more employees have the same relative qualifications and quality of service to the District, the employee with the greatest seniority shall be selected.

Section 2. Reductions in Force

For purposes of determining seniority in a reduction-in-force, an employee who works 1040 hours per year (one-half time or more) shall be entitled to one (1) year's seniority. The District shall have the right to determine the length of the employee's work year, and so long as the work year is at least 199 days, any reduction in the work year from an amount greater than 199 days shall not be considered a reduction-in-force for purposes of this article. Employees will be subject to recall for six (6) months following layoff.

A. Management has the right to determine qualifications and quality of service, provided the determination is not arbitrary or capricious. In the event two or more employees have the same relative qualifications and quality of service to the district, the employee with the greatest seniority shall be selected. The employer shall post all new jobs that are open.

B. Determination of qualifications for positions shall be judged exclusively by the District.

C. If District determines a reduction-in-force is necessary, at least thirty (30) days' notice will be provided to Union and employees.

Section 3. New Positions

New and vacant positions shall be posted five (5) days before being filled. New and/or positions shall be posted five (5) days before being filled. Vacant positions will be posted within fourteen (14) days of the vacancy, unless the District notifies the Union that it has decided to not fill the vacancy or is delaying the posting of the position. All new and/or vacant positions shall be advertised on the District's web site and the jobs board at the District office. The District has the exclusive right to determine whether to create a new position or open a vacant position. All employees covered by this agreement have the right to apply for the positions and are asked to submit a letter to the District indicating their interest

A. Employees assigned to such positions shall be given thirty (30) calendar days work trial. If not satisfactory, the employee shall return to his/her former position, or another suitable position. This provision shall not, however, require or be interpreted in any such way that the District must put an unqualified employee into a position for training to become qualified during the "work trial."

B. Regular part-time employees will be given first chance for additional work when qualified.

C. Current night shift employees shall be given preferential consideration in the application for day shift vacancies in the same job classification, provided the District determines to fill the position.

ARTICLE 10 –DISCIPLINE AND DISCHARGE OF EMPLOYEE

Section 1.
No employee shall be disciplined (including warnings, reprimands, suspensions or discharge) without just cause. The specific grounds forming the basis for disciplinary action will be made available in writing to the employee and upon his/her request to the Union.

A. In cases of, including but not limited to, incompetency, insubordination, immorality, drunkenness, or dishonesty, employees may be suspended or terminated without notice. In all such cases the employee may have a hearing before the School Board within 10 days.

B. In any conference with an employee that is necessary before disciplinary action is taken, the employee, upon request, shall be given a reasonable opportunity to have a representative of the Union present.

C. In addition the employee may utilize the School Board hearing, as described in School Board Policy 5280, and/or the Grievance Procedure per Article 11.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section 1. Grievance procedure

Step 1: Immediate Supervisor
Any grievance or dispute concerning the application or interpretation of this Agreement including challenges to discipline imposed on employees must be presented in writing by the aggrieved party to the other party within thirty (30) work days from the date of the occurrence giving rise to such grievance or dispute, otherwise, such right of protest shall be deemed to have been waived.. Such grievances shall be adjusted by accredited representatives of the Employer and the Union, following a grievance hearing which will occur within ten (10) business days. Attendees at the meeting will include the Supervisor, the Grievant, and the Union Representative or Steward. Other individuals may attend as needed with prior notice to the other party.

Step 2: Superintendent
In the event of the failure of these parties to reach a satisfactory adjustment within ten (10) business days from the date the grievance is filed in writing by the aggrieved party, the matter must be referred by the moving party for adjustment to the Superintendent. The Superintendent shall meet with the grievance participants within ten (10) business days. Attendees at the meeting will include the Superintendent, the Grievant, and the Union Representative or Steward. Other individuals may attend as needed with prior notice to the other party.

Step 3: Arbitration
In the event the Superintendent fails to reach an agreement within ten (10) days from the date a grievance is considered by them, the moving party must, within ten (10) days thereafter, refer the grievance to arbitration. The parties may take up to ten (10) business days to attempt to reach informal agreement on an arbitrator, or request the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select the Arbitrator. If they are unable to agree upon an Arbitrator within three (3) working days, the moving party may contact the American Arbitration Association for an alternate panel of arbitrators. The cost of the Arbitrator shall be

born equally by both parties. The Arbitrator shall have no power to add to, subtract from, or change or modify any provision of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties.

Section 2.
The Employer and the Union shall make available to the other, relevant data necessary for the examination of all circumstances surrounding a grievance. The Arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 12 – SALARIES

Section 1. Wage Provisions
The wage schedule for 2019-20, effective September 1, 2019, is included as Appendix A of this Agreement. Unless otherwise provided, the wage schedule shall be increased each work year (September 1) by the state-designated inflationary adjustment (implicit price deflator, IPD).

For 2020-21 and 2021-22 the wage schedule shall be increased by the greater of IPD or four percent (4%).

	Summer Custodian & Grounds-keeper	Custodian	Custodian-Split Shift	Custodian-Night Shift	Lead Custodian-Grounds-keeper	Mechanic Journeyman Trade Certificate	Facility Operations Specialist	Night Repair Technician
1	$15.94	$20.37	$20.57	$20.87	$23.01	$23.89	$26.55	$23.51
2	$16.05	$20.49	$20.69	$20.99	$23.15	$24.04	$26.71	$23.65
3	$16.14	$20.62	$20.82	$21.12	$23.28	$24.18	$26.87	$23.78
4	$16.24	$20.73	$20.93	$21.23	$23.43	$24.32	$27.03	$23.93
5	$16.34	$20.86	$21.06	$21.36	$23.57	$24.47	$27.19	$24.07
6	$16.43	$20.99	$21.19	$21.49	$23.70	$24.60	$27.36	$24.20
7	$16.53	$21.12	$21.32	$21.62	$23.84	$24.76	$27.53	$24.34
8	$16.64	$21.24	$21.44	$21.74	$24.00	$24.91	$27.69	$24.50
9	$16.73	$21.36	$21.56	$21.86	$24.13	$25.07	$27.86	$24.63
10	$16.84	$21.50	$21.70	$22.00	$24.29	$25.21	$28.03	$24.79
11	$16.94	$21.62	$21.82	$22.12	$24.41	$25.36	$28.20	$24.91
12	$17.04	$21.75	$21.95	$22.25	$24.57	$25.52	$28.35	$25.07
13	$17.14	$21.88	$22.08	$22.38	$24.72	$25.67	$28.53	$25.22
14	$17.25	$22.02	$22.22	$22.52	$24.86	$25.82	$28.70	$25.36
15	$17.34	$22.14	$22.34	$22.64	$25.01	$25.98	$28.86	$25.51
16	$17.46	$22.28	$22.48	$22.78	$25.16	$26.13	$29.04	$25.66
17	$17.55	$22.41	$22.61	$22.91	$25.32	$26.29	$29.22	$25.82
18	$17.66	$22.55	$22.75	$23.05	$25.46	$26.45	$29.38	$25.96
19	$17.76	$22.69	$22.89	$23.19	$25.61	$26.60	$29.57	$26.11
20	$17.86	$22.82	$23.02	$23.32	$25.77	$26.76	$29.75	$26.27
21	$17.98	$22.96	$23.16	$23.46	$25.93	$26.92	$29.92	$26.43
22	$18.09	$23.09	$23.29	$23.59	$26.08	$27.08	$30.10	$26.58

Section 2. New employee placement shall be one for one of verified K-12 experience. Non K-12 experience is credited at a rate of one year of salary experience for every two years of superintendent-approved similar experience. Experience for placement is calculated at 1440 hours worked equaling one year.

Section 3. Consistent with the traditional expectations of custodial personnel in rural school districts, custodians shall be required to perform minor maintenance work as directed by the Maintenance Supervisor and as identified in job descriptions as they may be amended from time to time and which are on file in the District.

Section 4. Eligible employees shall receive increment wage advancements on the first (1st) day of September in each year this Agreement is in effect if they have worked a minimum of sixty (60) days since being hired.

ARTICLE 13 - SAVINGS CLAUSE

Section 1.
It is the intention of the parties hereto to comply with all applicable provisions of the state or federal law, and have bargained the provisions of this agreement on the assumption that those provisions are lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of competent jurisdiction. In such event either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 14 – LABOR MANAGEMENT COMMITTEE

In the interest of attaining and maintaining a harmonious working environment, the Union and the District agree to begin a Labor/Management Committee (LMC) for the purposes of discussing topics of general or specific concern and problem-solving issues at the lowest level possible without circumventing the rights of members, the Union's right to file grievances or the right and proper use of negotiations by both parties.

The LMC will meet at least quarterly and, if requested by members of Labor or Management, may meet more often. The attendees shall include relevant representatives of the District and relevant member representatives and/or Stewards as well as the Union Representative and/or Labor Negotiator. Employees will be allowed paid release time to attend meetings

ARTICLE 15 – TERM AND DURATION

This Agreement shall be effective as of September 1, 2019 and shall remain in full force and effect until August 31,2022.

Signed at Sequim School District, Washington this _____ day of _____, 20__.

For the District:

_____
Superintendent

_____
Board Member

_____
Board Member

_____
Board Member

_____
Board Member

_____
Board Member

_____
Board Member

For the Union:

_____
UFCW21 Recorder

_____
UFCW21 Labor Negotiator

Appendix B: Leave Sharing Guidance

Employees facing serious life situations that threaten their ability to remain employed by the District may be entitled to request shared leave from their fellow employees. For details regarding eligibility for donating or receiving shared leave, and other questions, employees should contact the District office. Details for shared leave are also described in more detail in Chapter 392-136A WAC: https://app.leg.wa.gov/wac/default.aspx?cite=392-136a

The following is a summary regarding the shared leave program:

Eligibility for Shared Leave

Extraordinary or Severe Condition: Employees may be eligible for shared leave if they, a relative ("spouse, child, stepchild, grandchild, grandparent, parent, sibling, or other close relative by blood or marriage") or household member, if the employee, relative or household member suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature.

Called to Military Service: Employees called to service in the "uniformed services" may be eligible for shared leave.

Emergency Volunteers: Employees accepted as volunteers in a region for which a state of emergency has been declared may be eligible for shared leave.

Domestic or Sexual Crime Victim: Employees who are victims "of domestic violence, sexual assault, or stalking" may be eligible for shared leave.

Disabled Arm Services Members or Veterans: Employees who are or are spouses of current members of the armed services or veterans attending medical appointments or treatments may be eligible for shared leave.

Parental Leave: Employees who need time for parental leave may be eligible for share leave.

Pregnancy Disability: Employees suffering from sickness or temporarily disability due to pregnancy may be eligible for shared leave.

Donation of Leave

Annual Leave: Employees who accrue annual leave (vacation) may donate that leave, so long as they maintain a balance of ten (10) days of leave, and the leave would not otherwise be lost due to an impending deadline for adjusting the employee's leave balance.

Sick Leave: Employees may donate sick leave if they have a current balance of at least twenty-two (22) days and the donation cannot drop their leave balance below twenty-two (22) days.

Memorandum of Understanding

The Sequim School District (District) and the United Food and Commercial Workers' Union (Union) enter this Memorandum of Understanding regarding resolution of bargaining. The Parties agree as follows: In recognition of the ratification prior to January 15, 2020 of the collective bargaining agreement spanning September 1, 2019 to August 31, 2022, and in recognition of increase health insurance costs for some employees effective January 1, 2020, each employee shall receive a one-time payment of seven hundred dollars ($700) on the February 2020 payroll.