

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**PENINSULA SCHOOL DISTRICT**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF PENINSULA**  
**CUSTODIAL UNIT**

SEPTEMBER 1, 2007 - AUGUST 31, 2010

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1 **Section 1.3. Membership In Unit.** The bargaining unit to which this Agreement is applicable is as  
2 follows: All non-supervisory full-time or regular part-time classified employees performing work in the  
3 Custodial and Security classifications.  
4

5 **Section 1.3.1.** Substitutes who work greater than thirty (30) cumulative days in a given year shall be paid  
6 according to Schedule A. Rights of said substitutes identified shall be limited exclusively to those items in  
7 this Article and Article XIV. Substitute employees who work ninety (90) or more cumulative days in the  
8 current or immediately preceding school year shall receive the senior substitute rate of pay on Schedule A  
9 (81% of the base rate).  
10

11 **Section 1.4. Substitutes and Part-Time Employees.** No student or teacher shall replace any regular  
12 employee in any position or newly created position coming under the classification of this Agreement,  
13 provided, however, that the District is not prohibited from utilizing student, staff or community assistance  
14 on short-term projects of benefit to the school or community.  
15

16 **Section 1.5. Job Descriptions.** Job descriptions for employees subject to this Agreement are available  
17 upon request. The District reserves the right to modify job descriptions during the term of this Agreement  
18 and the Union may request to negotiate the impact of those changes, pursuant to RCW 41.56.  
19

20 **Section 1.6. Twelve-Month Employees.** Employees who are asked to report for at least 228 regular  
21 work days (not call-backs) in a particular fiscal year shall be considered twelve-month employees for the  
22 purpose of holidays and vacation in Article VIII for the particular year in which they are asked to work  
23 such days. The District shall continue its practice of providing an opportunity each year for part-time  
24 custodians to sign-up for additional work days that may be offered for special projects.  
25  
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## 28 ARTICLE II

### 29 **RIGHTS OF THE DISTRICT**

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31  
32 **Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of  
33 management are vested in management officials of the District. Included in these rights in accordance  
34 with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct  
35 the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
36 suspend, discharge, demote, or take other disciplinary action against employees; and the right to release  
37 employees from duties because of lack of work or for other legitimate reasons. The District shall retain the  
38 right to maintain efficiency of the District operation by determining the methods, the means, and the  
39 personnel by which such operation is conducted.  
40

41 **Section 2.2.** The management of the District and the direction of the work force is vested exclusively with  
42 the District subject to the terms of this Agreement. All matters not specifically and expressly covered by  
43 the language of this Agreement shall be administered for its duration by the District in accordance with  
44 such policies and procedures as it from time to time may determine. The Board's exercise of this right  
45 shall not be a bar and may be challenged in accordance with the Grievance Procedures of this Agreement.  
46  
47

48 **Section 2.3. Subcontracting.** If the District decides to subcontract bargaining unit work outside of areas  
2007-2010 Collective Bargaining Agreement  
PSE of Peninsula Custodial/Peninsula School District

1 of current practice (e.g., Sections 1.4 and 10.7.2) during the term of this Agreement, the District will  
2 negotiate the impact of that decision with the Association and conform to the feasibility study limits  
3 provided by law.  
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6

## 7 **ARTICLE III**

### 8 **RIGHTS OF EMPLOYEES**

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11 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected in  
12 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.  
13 The freedom of such employees to assist the Association shall be recognized as extending to participation  
14 in the management of the Association. The District and/or Association shall take whatever action required  
15 or refrain from such action in order to assure employees that no interference, restraint, coercion, or  
16 discrimination is allowed within the District and/or Association to encourage or discourage membership in  
17 any employee organization.  
18

19 **Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention of  
20 appropriate Association representatives and/or appropriate officials of the District.  
21

22 **Section 3.3.** Employees of the units subject to this Agreement have the right to have Association  
23 representatives or other persons present at discussions between themselves and supervisors or other  
24 representatives of the District as hereinafter provided.  
25

26 **Section 3.4. Unlawful Discrimination.** Neither the District, nor the Association, shall unlawfully  
27 discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex,  
28 religion, age or marital status or because of a physical handicap with respect to a position, the duties of  
29 which may be performed efficiently by an individual without danger to the health or safety of the  
30 physically handicapped person or others.  
31

32 **Section 3.5. Delegation of Rights.** Each employee reserves and retains the right to delegate any right or  
33 duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials  
34 of the Association.  
35

36 **Section 3.6. Personnel Files.** There shall be only one (1) official personnel file maintained in the  
37 Personnel Office for each employee. This shall not prevent a supervisor from maintaining a working  
38 file. At the end of August of each year, all materials in a supervisor's working file shall be destroyed  
39 or maintained in the personnel records at the District office. An employee shall have the right, upon  
40 reasonable notice, to inspect the contents of his/her personnel file or supervisor's working files. Inspection  
41 shall be in the presence of a District representative. File materials may be reproduced for the employee as  
42 promptly as is feasible upon request. An Association representative may, at the employee's request, be  
43 present during the review of said employee's file.  
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48 **Section 3.6.1.** Any material/information which may be used to discipline an employee must be

1 disclosed to the employee as soon as reasonable after the District became aware of the alleged  
2 violation. No materials derogatory of the employee's conduct, service, character or personality shall be  
3 placed in the personnel file unless the employee has had the opportunity to read and respond to them. The  
4 employee shall acknowledge having read such material by affixing his/her signature to the copy to be filed.  
5 The employee shall have the right to his/her own version of the incident or statement and have his/her  
6 statement attached to the original document(s). Personnel and working files shall be stored in a secured  
7 area not generally available to students, employees or other members of the community.

8  
9 **Section 3.6.2.** Medical information will be kept separate from an employee's personnel file, as required by  
10 the Americans With Disabilities Act.

11  
12 **Section 3.7.** Video cameras are a tool to assist in providing a safe and secure educational environment  
13 for students and staff. Video tape may be used like any other evidence in cases involving safety  
14 concerns or employee discipline, but shall not be used to monitor employee performance without prior  
15 notice to the employee. Only necessary and appropriate staff will have access to video tapes and it  
16 shall be used for legitimate District purposes such as those listed above.

## 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

**ARTICLE IV**

### **RIGHTS OF THE ASSOCIATION**

**Section 4.1.** The Association has the right and responsibility to represent the interests of all employees in  
the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or  
to be consulted with respect to the formulation, development, and implementation of industrial relations  
matters and practices which are within the authority of the District; and to enter collective negotiations  
with the object of reaching an agreement applicable to all employees within the unit.

**Section 4.2.** The names of employees subject to this Agreement will be provided on request to the  
President of the Association. The hiring agent, as part of the general orientation of each new employee  
within the unit subject to this Agreement, shall provide such employee with a copy of this Agreement to be  
furnished to the District by the Association.

**Section 4.3.** The Association reserves and retains the right to delegate any right or duty contained herein  
to appropriate officials of the Public School Employees of Washington State Organization.

**Section 4.4.** The President of the Association or his/her designated representatives will be provided time  
off without loss of pay to a maximum of seven (7) days per year to attend school board, regional or state  
meetings when the purpose of those meetings is in the best interests of the District as determined by the  
District administration. The Association shall reimburse the District for the cost of required substitutes.

**Section 4.5.** Upon request and at a time mutually agreed upon by the parties, the District shall provide the  
Public School Employees of Washington with information regarding each employee in the bargaining unit.

**Section 4.6. Bulletin Boards.** The District shall provide bulletin board space for the use of the

1 Association. The bulletins posted by the Association are the responsibility of the officials of the  
2 Association. Each bulletin shall be signed by the Association official responsible for its posting.  
3 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by  
4 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature  
5 on District property, other than herein provided.

6  
7 **Section 4.6.1.** The responsibility of the prompt removal of notices from the bulletin board after they have  
8 served their purpose shall rest with the individual who posted such notices.

9  
10 **Section 4.7.** The Association shall be notified by the District of any grievances or disciplinary actions of  
11 any employee in the unit. The Association is entitled to have an observer at hearings conducted by any  
12 District official or body arising out of grievance and to make known the Association's views concerning  
13 the case.

## 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

**ARTICLE V**

### **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.** It is agreed and understood that matters appropriate for consultation and negotiation between  
the District and the Association are grievance procedures and collective negotiations on personnel matters,  
including wages, hours and working conditions.

## **ARTICLE VI**

### **ASSOCIATION REPRESENTATION**

**Section 6.1. Conference Committee.** The Association will designate a Conference Committee of three  
(3) members to meet with the Superintendent of the District and/or his/her designated representatives on a  
mutually agreeable regular basis to discuss appropriate matters, including such issues as the safety of  
working conditions and the work place.

**Section 6.2. Time for Meetings.** The District will allow sufficient time during working hours for  
Association representatives to prepare an agenda for meetings scheduled with the Superintendent in  
accordance with Section 6.1. The District will provide suitable space to conduct such meetings.

**Section 6.3. Representation of Employees.** The Association representatives pursuant to Section 6.1  
shall represent the Association and employees in meeting with officials of the District to discuss  
appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or  
grievances of employees and thereafter advise employees of rights and procedures outlined in this  
Agreement and applicable regulations or directives for resolving the grievances or complaints. They may  
not, however, continue to advise the employee on courses of action after the employee has indicated that  
he/she does not desire to pursue the matter to conclusion. They may consult with the District on  
complaints without a grievance being made by an individual employee.

**Section 6.4. Meetings During Work Day.** Time during working hours will be allowed Association

1 representatives for attendance at meetings with the District. Time may also be allowed for representatives  
2 to discuss with the employees grievances and appropriate matters directly related to work situations in  
3 their area or craft. Association representatives will guard against the use of excess time in the handling of  
4 such matters.

5  
6 **Section 6.5. Association Meetings.** Employees will be released for Association meetings for up to two  
7 (2) hours per meeting upon notice provided no less than five (5) working days in advance, provided such  
8 release will not interfere with completion of normal work duties, and provided such time will be made up  
9 in the same shift. The District may deny permission for this release if such meeting is held on a Friday, or  
10 in the case of building emergencies requiring the presence of the employee at the work site. In the year  
11 that the collective bargaining agreement will be open for negotiations, the Association will be allowed  
12 up to thirty (30) hours of release time to use for negotiation preparations. The Association will  
13 reimburse the cost to the District of any necessary substitutes.

## 14 15 16 17 **ARTICLE VII**

### 18 19 **HOURS OF WORK AND WORKING CONDITIONS**

20  
21 **Section 7.1. Workweek.** The workweek shall consist of five (5) consecutive days, Monday through  
22 Friday, followed by two (2) consecutive days of rest, Saturday and Sunday, except that secondary schools  
23 may be any five (5) regularly scheduled consecutive days of work followed by two (2) consecutive days of  
24 rest.

25  
26 **Section 7.2. Shift Assignment.** Each employee shall be assigned to a definite and regular shift and  
27 workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks,  
28 except in an emergency situation where reasonable prior notice will be attempted.

29  
30 **Section 7.3. Night Shift.** Hours worked between 6:00 p.m. and 6:00 a.m. shall be paid eight percent (8%)  
31 per hour above scale.

32  
33 **Section 7.3.1. Normal Work Shift.** A normal shift shall consist of eight and one-half (8½) hours  
34 including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable  
35 and also including an appropriate first half and appropriate second half rest period both of which rest  
36 periods shall occur as near the middle of the half shift as is practicable.

37  
38 **Section 7.4.** In the event an employee is assigned to a shift less than the normal work shift previously  
39 defined in the Article, the employee shall be given a fifteen (15) minute rest period for each two (2) hours  
40 of work.

41  
42 **Section 7.5. Lunch Period.** Employees required to work through their regular lunch periods will be  
43 given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires  
44 an employee to forego a lunch period and the employee works the entire shift, including lunch period, the  
45 employee shall be compensated for the foregone lunch period at overtime rates.

46  
47  
48 **Section 7.6. Work Performed In Higher Classification.** Employees who are specifically asked by

1 their administrative supervisor to work a shift and perform the responsibilities and functions regularly  
2 assumed by an employee in a higher classification shall receive compensation equal to that of the  
3 higher classification. Employees shall be offered the opportunity to substitute into a higher paid or  
4 more hour position on a seniority basis within their assigned building or special crew; provided,  
5 however, that Night Foremen shall first be offered the opportunity to substitute for the Building Head  
6 Custodian. A seniority-based list of qualified District-wide employees interested in working for a head  
7 custodian shall be maintained and utilized in the case that a night foreman or building custodian in that  
8 building declines the opportunity to substitute for a head custodian. Assignment from the list shall be  
9 on a rotating basis of those employees qualified to fill the open head custodian position. Employees  
10 who are offered the position will then be moved to the bottom of the list. Employees filling a head  
11 custodian position shall remain assigned to that head custodian position until the head custodian  
12 returns, notwithstanding Section 10.7.3.

13  
14 **Section 7.6.1. Supervision of Students.** Custodial employees shall not be required to supervise students  
15 without appropriate support or training.

16  
17 **Section 7.7. Work During School Closure.** Year-round employees in the bargaining unit are expected to  
18 report to work during school closures which result from inclement weather, plant inoperation, or the like.  
19 Employees who work less than year-round are not expected to report to work during such school closures  
20 and their work year shall be modified in a manner consistent with the student calendar.

21  
22 **Section 7.8. Overtime.** Overtime assignments shall be first offered to employees, including float  
23 employees who are assigned partially in the affected building. If no one in the building volunteers for  
24 the overtime, it shall be offered on a District-wide seniority basis to those employees signing up on an  
25 overtime list. If no employee volunteers to work overtime hours, the supervisor may offer the  
26 overtime work to a substitute employee, and if no substitute is available, then the supervisor shall  
27 recall the employees on the overtime list. If no employee volunteers at this time, assignment will be at  
28 the supervisor's discretion.

29  
30 **Section 7.8.1. Assignment of Overtime.** In the assignment of overtime, the District agrees to provide  
31 the employees with as much notice as practicable in the circumstances, but no less than twenty-four  
32 (24) hours notice, unless reasonably unforeseen circumstances arise.

33  
34 **Section 7.8.2. Compensation Rate.** All hours worked in excess of eight (8) hours in one day or forty  
35 (40) hours in one week shall be compensated at the rate of one and one-half (1 ½) times the  
36 employee's base pay. Holidays, as defined in Section 8.1, are to be included as hours worked for the  
37 purpose of counting weekly hours, except holidays shall not be counted as hours worked in  
38 determination of overtime related to training days.

39  
40 **Section 7.8.3. Pay for Seventh Consecutive Day.** All hours worked on the seventh (7th) consecutive  
41 day shall be compensated at the rate of one and one-half (1½) times the employee's base pay.

42  
43 **Section 7.8.4. Call Back Provisions.** Employees called back on a regular workday, or called on the sixth  
44 (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate  
45 rate. Building alarm phone calls shall be included as a call back after a custodian has received more than  
46 eight (8) alarm calls in one year (September through August). Employees shall not be required to modify  
47 their off-duty activities to remain available for alarm phone calls.

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**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.** All employees shall receive the following paid holidays:

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

\*Less than twelve month employees qualify for these holidays if working the business day before or after the holiday.

**Section 8.1.1. Holidays.** Any holidays proclaimed by the federal or state government, including any of the present holidays that may be granted on the Monday following the holiday and proclaimed to be a school holiday by the Superintendent of Public Instruction, shall be considered a paid holiday.

**Section 8.1.2. Unworked Holidays.** Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his/her last scheduled shift preceding the holiday or his/her last scheduled shift succeeding the holiday, and is not on leave of absence shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness he/she was unable to work on either of such shifts, and his/her absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

**Section 8.1.3. Worked Holidays.** Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus time and one-half their base rate for all hours worked on such holidays, unless the employee starts to work at 6:00 p.m. or thereafter on that date.

**Section 8.1.4. Holidays During Vacation.** If a holiday should fall within the vacation time, that day shall not apply against vacation allowance. Vacation time may be taken during any time of the year. However, in order to assure that the operation of the District is not disrupted, vacation must be worked out by mutual agreement of the District and the employee.

**Section 8.2. Vacations.** The vacation credit to which twelve month employees shall be entitled shall be computed in accordance with the following: An employee with one (1) year of service shall earn twelve (12) days paid vacation credit. An employee shall earn one (1) additional day of vacation credit for each year of service after the first year up to twenty (20) days. For every regular workday from which an employee is absent on vacation, sick leave, bereavement leave or emergency leave, the hours of the employee's normal work shift shall be credited as if worked.

Employees who earned more than twenty (20) days vacation per year on August 31, 2004, may make a one-time election by September 10, 2004, to be frozen with the same days per year earned during the 1998-99 school year. These employees will receive pay rates on Schedule B rather than Schedule A.

1 Employees who made the election to be paid on Schedule B may make a one-time election by September  
2 10, 2007 to return to Schedule A and the vacation schedule listed in the paragraph above. Eligibility for  
3 use of vacation credit shall be determined as follows: a twelve-month employee becomes eligible to use  
4 his/her vacation credit after reaching his/her first anniversary date. Time on layoff and time on authorized  
5 leave of absence will be counted as continuous service for the purpose of establishing and retaining  
6 anniversary dates.

7  
8 Less than full-time employees who work at least 180 days per year shall be credited with a full year of  
9 service toward vacation pay if they become full-time employees.

10  
11 **Section 8.2.1. Vacation Call Back.** Employees called back from vacation shall be compensated at one  
12 and one-half (1½) times their regular rate for all hours worked.

13  
14 **Section 8.2.2. Accrued Vacation Paid At Termination.** Employees who terminate employment and  
15 give at least one (1) week written notice, shall receive payment for unused accrued vacation credit with  
16 their final paycheck.

17  
18 **Section 8.2.3. Accrual Maximum.** Vacation may be accumulated up to thirty (30) days.

19  
20 **Section 8.2.4. Vacation Request Procedures.** Employees must submit a written request in advance of  
21 the intended use of vacation time. Such request must be received at least thirty (30) days in advance if  
22 more than five (5) days are intended to be used; if five (5) days or less are intended to be used, such  
23 request must be received at least five (5) days in advance unless there is an emergency situation. All  
24 requests will be submitted to the immediate supervisor except in emergency situations when such requests  
25 shall be submitted to the Superintendent or designee. In the event a request is denied by the immediate  
26 supervisor, the denial shall be in writing stating the reason for denial. Such employee may forward the  
27 original request and denial with reasons to the Superintendent or designee for a determination. Denial of  
28 vacation requests are not subject to the grievance procedure.

29  
30 **Section 8.2.5.** Employees may not schedule vacation during the period beginning one (1) week prior to  
31 the first day of school and ending one (1) week after the first day of school as well as the period beginning  
32 one (1) week prior to the last day of school and ending one (1) week after the last day of school.

## 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 ARTICLE IX

### LEAVES

#### **Section 9.1. Sick Leave.**

42 **Section 9.1.1. Accrual Procedures.** Each employee shall accumulate one (1) day of sick leave for each  
43 calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of  
44 sick leave per school year, or at least that portion of ten (10) days which represents that relationship  
45 between days worked and the amount of days normally worked in a full school year. An employee who  
46 works eleven (11) working days in any calendar month will be given credit for the full calendar month.  
47 Sick leave shall be vested when earned and may be accumulated. The District shall project the number of  
48 annual days of sick leave at the beginning of the school year according to the estimated calendar months

1 the employee is to work during that year. The employee shall be entitled to the projected number of days  
2 of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base  
3 hourly rate applicable to the employee's normal daily work shift; provided, however, that should an  
4 employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick  
5 leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the  
6 time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily  
7 basis.

8  
9 **Section 9.1.2. Industrial Insurance Leave.** In the event employees are absent for reasons which are  
10 covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference  
11 between the amount paid the employee by the Department of Labor and Industries and the amount the  
12 employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in  
13 accordance with the amount paid to the employee by the District.

14  
15 **Section 9.1.3. Sick Leave Transferable.** Employees who have accrued sick leave while employed by  
16 another public school district in the State of Washington shall be given credit for such accrued sick leave  
17 upon employment by the District.

18  
19 **Section 9.1.4. Sick Leave Incentive.** Any employee who uses zero (0) days of sick leave may be entitled  
20 to a one time incentive amount of \$200 to be added to their in-service allocation for the following school  
21 year. Any employee who uses one or fewer days of sick leave may be entitled to a one time incentive  
22 amount of \$100; and employees using two or fewer days of sick leave may be entitled to a one time  
23 incentive amount of \$50 to be added to in-service allocations for the following year. Employees must  
24 apply in writing for the incentive and the incentive must be used for job related in-service training. This  
25 section is contingent upon the collection of two levy collections in the same budget year.

26  
27 **Section 9.1.5. Use of Leave.** Sick leave may be used for the following purposes:

- 28  
29 A. Personal illness or injury.  
30  
31 B. Leave for emergencies.  
32  
33 C. Appointments with medical or dental doctors or other legally recognized practitioners to prevent  
34 illness or preserve the health of the employee and which cannot be scheduled outside school hours.  
35  
36 D. In accordance with RCW 49.12.270, as now or hereafter amended, to care for a child of the employee  
37 with a health condition that requires treatment or supervision, or a spouse, parent, parent-in-law, or  
38 grandparent of the employees who has a serious health condition or an emergency condition.  
39  
40 E. For therapy appointments related to on the job injury.

41  
42 **Section 9.2. Attendance Incentive Program.** The parties mutually agree to enter into an attendance  
43 incentive program (sick leave buy back) as outlined by state law.

44  
45 **Section 9.3. Doctor's Certificate.** At the discretion of the District, a doctor's certificate may be required  
46 for illness of more than three (3) consecutive days or when there is a suspicious pattern of usage or other  
47 evidence of abuse.

1 **Section 9.4. Family Medical Leave.** In accordance with state and federal law, eligible employees will be  
2 provided up to a total of twelve (12) weeks unpaid leave each year for the birth or adoption of a child, for  
3 their own serious health condition, and/or to care for a family member with a serious health condition. The  
4 standards and guidelines for the unpaid leave are outlined in District personnel procedures.

5  
6 **Section 9.5. Bereavement Leave.**

- 7  
8 A. Five (5) days maximum leave for the death of husband, wife, mother, father, son, or daughter shall be  
9 granted.  
10 B. Two (2) days maximum leave for the death of a mother-in-law, father-in-law, sister or brother shall be  
11 granted.  
12 C. One (1) day maximum leave for funerals of other relatives shall be granted.

13  
14 **Section 9.6. Maternity Leave.** Upon application therefore, the District shall grant maternity leave. Such  
15 leave shall commence at such time as the employee and her medical advisor deem necessary. Employees  
16 granted maternity leave must return to work not later than one (1) year following the granting of the  
17 maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for  
18 maternity leave in accordance with Section 9.1.1, 9.2, 9.8 and 9.10. Before returning to work, the  
19 employee must be certified by her physician as ready and able to return.

20  
21 **Section 9.7. Judicial Leave.** In the event an employee subject to this Agreement is summoned to serve as  
22 a juror, or appear as a codefendant with the School District, he/she shall receive his/her normal day's pay  
23 for each day he/she is required in court; provided, however, that any compensation received for such  
24 service shall be paid to the District. Such payment to the District shall not exceed the employee's normal  
25 daily pay less bona fide expenses. In the event that the employee is a party (plaintiff or defendant) in court  
26 action, he/she may request a leave of absence which may be granted without pay.

27  
28 **Section 9.8. Leave of Absence.** Upon recommendation of the immediate supervisor through  
29 administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee  
30 may be granted an extended leave of absence for a period not to exceed one (1) year. Request for such  
31 leave is to be made in writing. A leave of absence is to be requested and granted only for a specific period  
32 of time. All requests will be considered in light of available substitutes and, when granted, will be without  
33 compensation.

34  
35 **Section 9.8.1. Leave of Absence One Year or Less.** The returning employee will not necessarily be  
36 assigned to the identical position occupied before the leave of absence. However, provided a vacancy  
37 exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in  
38 duties and salary to that held at the time the request for leave of absence was approved.

39  
40 **Section 9.8.2. Leave of Absence Less Than Six (6) Months.** In the event an employee is granted a leave  
41 of absence less than six (6) months, such employee will be assigned to the position occupied before the  
42 leave of absence, or, if the position is not available in the District, to a position substantially equal.  
43 Employees hired to fill positions of employees on leaves of absence less than six (6) months will be  
44 informed of this provision by the District and shall be subject to all provisions of this Agreement except  
45 Article X.

1 **Section 9.9. Protracted Illness Leave.** Any employee who has completed the probationary period shall  
2 be entitled to non-compensated Leave of Absence in cases of protracted illness or injury as certified by  
3 their physician.  
4

5 **Section 9.9.1.** Upon application to the District, such leave shall be granted for the period of actual illness  
6 or injury up to one (1) year. If additional time is necessary, written application must be made to the  
7 District and up to one (1) additional year may be granted at the discretion of the District. An employee  
8 who has been on protracted illness leave for more than six (6) months shall give twenty (20) working days  
9 notice in writing of intent to return to work. An employee who has been off less than six (6) months shall  
10 give ten (10) days notice of intent to return to work. Before the employee may return to work, he/she shall  
11 have his/her fitness to return to work certified in writing by the attending physician. Upon returning, the  
12 employee shall be returned to the position he or she had, unless the position has been abolished, or a  
13 general reduction in force has placed a more senior employee in the position. In those cases, the employee  
14 shall be returned to an equivalent a position as possible without violating the terms of Article X.  
15  
16  
17

## 18 ARTICLE X

### 19 **SENIORITY, PROBATION, AND LAYOFF PROCEDURES**

20  
21  
22 **Section 10.1. Seniority Defined.** The seniority date of an employee within the bargaining unit shall be  
23 established as of the date on which the employee began continuous daily employment unless such seniority  
24 shall be lost as hereinafter provided. The seniority date shall be adjusted only for unpaid leaves of  
25 absence. Time spent as a substitute employee shall not count for the purposes of seniority. Time spent in a  
26 probationary status will count for the purposes of seniority. An employee changing classifications shall  
27 retain the seniority held in the prior classification for one year from the date of hire in the new  
28 classification.  
29

30 **Section 10.2. Application to Unit.** Seniority rights shall be administered on a classification basis. An  
31 annually updated seniority list with employee names, original hire dates, and months of seniority credit  
32 will be available, upon request.  
33

34 **Section 10.3. Loss of Seniority Rights.** The seniority rights of an employee shall be lost for the  
35 following reasons:  
36

- 37 A. Resignation:
  - 38 B. Discharge for justifiable cause; or
  - 39 C. Retirement.
  - 40 D. Change in classification, except as provided in Section 10.1.
- 41

42 **Section 10.4. Seniority Rights.** The employee with the earliest seniority shall have absolute  
43 preferential rights regarding shift selection, vacation periods and special services (including overtime),  
44 subject to Section 7.8. The employee with the earliest seniority date shall have preferential rights  
45 regarding promotions, assignment to new or open jobs or positions and layoffs when ability and  
46 performance are substantially equal to junior employees. If the District determines that seniority rights  
47 should not govern because a junior employee possesses ability and performance substantially greater  
48 than a senior employee or senior employees, the District shall set forth in writing to the employee or

1 employees and the organization's grievance committee chairperson that a bypass has occurred. Prior  
2 to filing a grievance, the bypassed employee(s) shall request a meeting with the Human Resources  
3 administrator to discuss the reasons for the bypass. The Association and/or employee shall set out in  
4 writing the reasons why the District's decision doesn't meet the standard for bypass set forth above  
5 prior to filing a grievance. The parties agree to extend timelines for filing grievances to accommodate  
6 this information sharing process.

7  
8 **Section 10.5. Probationary Status Employees.** Newly hired regular employees shall remain in a  
9 probationary status for a period of not more than sixty (60) working days following the hire date. During  
10 this probationary period the District may discharge such employee at its discretion. Upon completion of  
11 the probationary period, the employee will be subject to all rights and duties contained in this Agreement.

12  
13 **Section 10.6. Trial Period.** Employees bidding on a promotional (increased compensation) position shall  
14 be granted a forty (40) working day trial period during which the employee may return to the previously  
15 held position or the District may return the employee to the previous position.

16  
17 **Section 10.7. Posting of Open Positions.** The District shall publicize within the bargaining unit for five  
18 (5) working days the availability of open positions as soon as possible after the District is apprised of the  
19 opening. A copy of the job posting shall be forwarded to the President of the Association and to the  
20 Association representative of the classification concerned.

21  
22 **Section 10.7.1. Posting Vacated Position.** All jobs shall be posted within ten (10) working days of being  
23 vacated.

24  
25 **Section 10.7.2. Use of Temporary Employees.** Temporary employees may be used in unassigned  
26 positions for up to twenty (20) consecutive days in any school year unless the District notifies the  
27 Association that such position would be extended and the rationale thereof.

28  
29 **Section 10.7.3.** Positions open temporarily due to employee injury reasonably anticipated for a period  
30 longer than ten (10) workdays shall be posted on a temporary basis for regular employees. When moving  
31 to a higher classification, preference will be shown for in-building candidates before Section 10.4  
32 applies.

33  
34 **Section 10.7.4.** During the interview process, reasonable efforts will be made to include on the interview  
35 team at least one custodial unit employee from the building with the vacancy.

36  
37 **Section 10.8. Layoff Pool.** In the event of layoff, employees so affected are to be placed on a  
38 reemployment list maintained by the District according to seniority. Such employees are to have absolute  
39 priority in filling an opening for which they are qualified. Names shall remain on the reemployment list  
40 for two (2) years.

41  
42 **Section 10.9. Current Address Required.** Employees on layoff status shall file their addresses in  
43 writing with the personnel office of the District and shall thereafter promptly advise the District in writing  
44 of any change of address.

45  
46  
47  
48 **Section 10.10. Forfeiture of Reemployment Rights.** An employee shall forfeit rights to reemployment

1 as provided in Section 10.8 if the employee does not comply with the requirements of Section 10.9, or if  
2 the employee does not respond to the offer of reemployment within ten (10) days.

3  
4 **Section 10.11. Evaluations.** Each employee shall be evaluated annually by an administrator. Such  
5 evaluation shall be in writing and discussed with the employee prior to being placed in the employee's  
6 personnel file. The employee will sign the evaluation report to acknowledge receipt. The employee shall  
7 be allowed to make written comments concerning the evaluation report. Deficiencies recorded by the  
8 evaluator in the work performance of an employee shall be stated in specific terms and the evaluator shall  
9 provide the employee with written recommendations for improvement.

## 10 11 12 13 **ARTICLE XI**

### 14 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

#### 15 **Section 11.1.**

16  
17  
18  
19 A. **Just Cause Provision.** Employees, other than probationary or substitute, shall be disciplined or  
20 discharged only for justifiable cause. The issue of justifiable cause shall be resolved in accordance  
21 with the grievance procedure hereinafter provided. If the District has reason to reprimand an  
22 employee, it shall be done in a manner which will not embarrass the employee before other employees  
23 or the public.

24  
25 B. **Records Access.** The Association recognizes that the Washington Public Records Act may in certain  
26 cases force the employer to release disciplinary communications. Prior to release of such records, the  
27 Association president and the affected employee shall be given five (5) working days notice.

28  
29 **Section 11.2. Notice of Termination or Resignation.** Normal termination or resignation shall require a  
30 two (2) week written notice.

## 31 32 33 34 **ARTICLE XII**

### 35 **INSURANCE AND RETIREMENT**

36  
37  
38 **Section 12.1. District Medical Contribution.** The District shall contribute monthly the state  
39 appropriated amount for medical benefits, less the health care authority retirement deduction, toward the  
40 monthly premium cost of employee insurance. Contributions shall be paid toward the cost of District  
41 approved insurance programs for employees on a full-time equivalency basis of 1,440.

42  
43 **Section 12.1.1. Insurance Pooling.** Effective September 1 annually, the amount of state insurance  
44 benefits received by the District for the employees of the bargaining unit shall be pooled for the benefit of  
45 bargaining unit employees in a manner mutually agreeable to the District and the Association.

46  
47  
48 **Section 12.2. Tort Liability.** The District shall provide tort liability coverage for all employees subject to  
2007-2010 Collective Bargaining Agreement  
PSE of Peninsula Custodial/Peninsula School District

1 this Agreement but limited to public bodily injury and property damage liability coverage as provided in  
2 the District's liability insurance policies.

3  
4 **Section 12.3. Insurance While On Worker's Compensation.** During the period that an employee is on  
5 unpaid leave of absence due to an on-the-job injury covered by workers' compensation, the District will  
6 continue to pay the normal share from the state funded pool of the employee's insurance cost in accordance  
7 with Section 12.1 and 12.1.1 if greater than the District contribution until long-term disability/salary  
8 insurance begins or until end of the initial leave of absence granted under 9.10. A Letter of Agreement  
9 between the District and the employee will be established prior to approval of leave.

10  
11 **Section 12.4. Retirement.** The District shall report on behalf of the employees as required by the  
12 appropriate retirement system.

## 13 14 15 16 **ARTICLE XIII**

### 17 **VOCATIONAL / INSERVICE TRAINING**

18  
19  
20 **Section 13.1. Budget for Training.** In the mutual interests of the District and the Association, there may  
21 be established a budget which may be used by employees subject to this Agreement for vocational  
22 improvement.

23  
24 **Section 13.2. Approval Process.** Such funds may be utilized for the following purposes if approved by  
25 the supervisor and the designated District administrator with budget authority for these funds.

26  
27 **Section 13.2.1. Items Reimbursed.** Salary and reimbursement for employees subject to this Agreement  
28 to attend recognized vocational/in-service courses.

29  
30 **Section 13.2.2.** Expenses and materials to establish courses of study within the confines of the District  
31 which would be of mutual benefit to the employee and the District.

32  
33 **Section 13.2.3.** Purchase of recognized vocational courses from local, state, or national educational  
34 institutes which would improve the potential of employees subject to this Agreement. Leadership classes  
35 offered by the District shall be available to all employees and offered at various times throughout the year.

36  
37 **Section 13.2.4.** Employees attending required courses at the discretion of the District shall be reimbursed  
38 for mileage.

39  
40 **Section 13.3.** Employees will be reimbursed at their regular hourly rate per hour for attending first-aid and  
41 recertification courses; provided, however, the employee must successfully complete the course in order to  
42 receive compensation therefore.

43  
44 **Section 13.4.** Employees shall receive their regular hourly rate for all hours in attendance at required  
45 departmental meetings.

46  
47  
48 **Section 13.5. Written Notice Required.** When the District requires, requests, or suggests that a course

1 be taken, such will be done in writing in order to be official notice to the employee.  
2  
3  
4

## 5 A R T I C L E X I V

### 6 MAINTENANCE OF MEMBERSHIP AND CHECKOFF 7

8  
9 **Section 14.1. Dues Required.** Each employee subject to this Agreement, who, on the effective date of  
10 this Agreement, is a member of the Association in good standing shall, as a condition of employment,  
11 maintain his/her membership in the Association in good standing during the period of this Agreement.  
12

13 **Section 14.2. Timeline for Joining Union.** All employees in classifications subject to this Agreement  
14 who are not members of this Association on the effective date of this Agreement and all employees in  
15 classifications subject to this Agreement who are hired at a time subsequent to the effective date of this  
16 Agreement shall, as a condition of employment, become members in good standing of the Association  
17 within forty (40) days of the effective date of this Agreement or within forty (40) days of the hire date,  
18 whichever is applicable. Such employee shall then maintain his/her membership in the Association in  
19 accordance with the previous section.  
20

21 **Section 14.3. Provisions For Alternative Dues Payment.** Notwithstanding the provisions of the  
22 probationary period contained in this Agreement, the parties recognize that an employee should have the  
23 option of declining to participate as a member in the Association, yet contribute financially to the activities  
24 of the Association in representing him/her as a member of the collective bargaining unit. Therefore, as an  
25 alternative to, and in lieu of membership requirements of Sections 14.1 and 14.2, an employee who  
26 declines membership in the Association may pay to the Association each month a service charge as a  
27 contribution towards the administration of this Agreement in an amount equal to the regular monthly dues.  
28 This service charge shall be collected by the Association in the same manner as monthly dues.  
29

30 **Section 14.4. Religious Exemption.** Nothing contained in this Agreement shall require Association  
31 membership of employees who object to such membership based on bona fide religious tenets or teachings  
32 of a church or religious body of which such employee is a member. Such employee shall pay an amount  
33 equivalent to normal dues to a nonreligious charity or other charitable organizations mutually agreed upon  
34 by the employee and the Association. The employee shall furnish written proof that such payment has  
35 been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the  
36 Public Employment Relations Commission pursuant to RCW 41.56.122.  
37

38 **Section 14.5. Checkoff.** The District shall deduct PSE dues or service charges from the pay of any  
39 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall  
40 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a  
41 monthly basis.  
42

43 A current seniority list of all employees within the bargaining unit will accompany the first transmittal.  
44 Thereafter, the District will indicate additions and deletions from payroll deduction using forms provided  
45 by the Association.  
46

## 47 A R T I C L E X V

48

1 **GRIEVANCE PROCEDURE**  
2

3 **Section 15.1.** A grievance is hereby defined as an alleged violation of the terms of this Agreement by the  
4 Employer and shall be resolved in strict compliance with this Article.  
5

6 **Section 15.1.1.** The Association may file grievances related to alleged violations of the Association's  
7 organizational rights under the terms of this Agreement.  
8

9 **Section 15.2. Grievance Steps.**  
10

11 **Section 15.2.1. Step I.** Employees shall first discuss the grievance with their immediate supervisor (either  
12 the building administrator or the administrator responsible for facilities). If employees so wish, they may  
13 be accompanied by an Association representative at such discussion. All grievances not brought to the  
14 immediate supervisor in accordance with the preceding sentence within ten (10) working days of the  
15 occurrence of the grievance shall be invalid and subject to no further processing. The supervisor has five  
16 (5) working days to respond from the date of receipt of a Step I grievance.  
17

18 **Section 15.2.2. Step II.** If the grievance is not resolved to the employee's satisfaction in accordance with  
19 the preceding subsection, the employee shall, within ten (10) working days of the response at Step One or  
20 in any event within twenty (20) working days of the occurrence, reduce to writing a statement of the  
21 grievance containing the following:  
22

- 23 A. The facts on which the grievance is based;
- 24 B. A reference to the provisions in this Agreement which have been allegedly violated; and
- 25 C. The remedy sought.  
26

27 The employee shall submit the written statement of grievance to the building administrator and the  
28 administrator responsible for facilities for reconsideration and shall submit a copy to the official in the  
29 administration responsible for personnel. The parties will have ten (10) working days from submission of  
30 the written statement of grievance to resolve it by indicating on the statement of grievance the disposition.  
31 If an agreeable disposition is made, all parties to the grievance shall sign it.  
32

33 **Section 15.2.3. Step III.** If no settlement has been reached within the ten (10) working days referred to in  
34 the preceding subsection, and the Association believes the grievance to be valid, a written statement of  
35 grievance shall be submitted within ten (10) working days to the District Superintendent or the  
36 Superintendent's designee. After such submission, the parties will have ten (10) working days from  
37 submission of written statement of grievance to resolve it by indicating on the statement of grievance the  
38 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.  
39

40 **Section 15.2.4. Step IV.** If no settlement has been reached within the ten (10) working days referred to in  
41 the preceding subsection, and the Association believes the grievance to be valid, a demand may be made  
42 within twenty (20) working days for arbitration of the grievance. The Voluntary Labor Arbitration Rules  
43 of the American Arbitration Association may be utilized. The arbitrator's award shall be final and binding  
44 upon all parties.  
45

46 **Section 15.2.5.** It is agreed that:  
47  
48

- A. Matters involving employee evaluation are specifically excepted and excluded from being arbitrable under this Article.
- B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- C. The fees and expenses of the Arbitrator shall be equally shared by the parties.

**Section 15.3. Non-Discrimination Clause.** The grievance or arbitration discussions shall take place whenever possible on school time. The employer shall not discriminate against an individual employee or the Association for taking action under this Article.

## ARTICLE XVI

### **SALARIES AND COMPENSATION**

**Section 16.1. Compensation Requirements.** Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Consistent with payroll processing requirements and capabilities, each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

**Section 16.1.1. Monthly Payroll.** Employees shall receive twelve (12) paychecks per year. For all work other than the regular scheduled time the employer shall compensate the employee through the District's regular time card procedure.

**Section 16.2. Schedule A.** Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A and B attached hereto and by this reference incorporated herein.

**Section 16.2.1.** At the beginning of each school year, employees who have completed at least one-half (1/2) of their position's work year the prior school year will be granted one year of experience toward the next higher step on Schedule A for that position. Paid leave days shall count as days completed for the purposes of this section.

**Section 16.2.2.** During the 2008-09 school year, the base wage rates specified in Schedule A and Schedule B shall be improved by state-funded classified employee percentage increases in salaries in the month they become effective ("state pass-through") and Schedule A shall be increased by an additional one-half (1/2) percent. During the 2009-10 school year, the base wage rates specified in Schedule A and Schedule B shall be improved by state-funded classified employee percentage increases in salaries in the month they become effective ("state pass-through") and Schedule A shall be increased by an additional one-half (1/2) percent. If the state decides to fund classified employee salary increases in any manner other than the percentage increase method used in the past, the District and the Association shall meet to negotiate the manner in which the increases are to be applied to the salary schedule rates.

**Section 16.2.3. Salary Increase Contingency.** Salary increases above the state-funded dollars are contingent upon successful levy passage and two levy collections per year. However, if the District decides not to implement these raises because of a levy loss, the parties agree to negotiate the impact.

**Section 16.3. Calculation of Hours.** For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour.

1  
2 **Section 16.4. Mileage.** An employee incurring additional personal expense as a result of travel during  
3 working hours in his or her private vehicle for the benefits of the employer shall be reimbursed at the  
4 prevailing District per mile rate.

5  
6 **Section 16.5. Overnight Reimbursement.** Employees required to remain overnight on District business  
7 shall be reimbursed for reasonable and necessary room and board expenditures.

8  
9 **Section 16.6. License Fees Reimbursed.** The District agrees to reimburse employees for any licenses or  
10 training required by the District to maintain continued employment.

11  
12 **Section 16.7. Vandalized Property.** Any employee whose personal vehicle is vandalized on school  
13 District property during working hours shall be entitled to compensation for either the deductible portion  
14 of the employee's personal automobile insurance up to a two hundred dollar (\$200.00) maximum per  
15 occurrence or the actual cost of repair up to a two hundred dollar (\$200.00) maximum per occurrence. In  
16 order to recover such amount, the employee must submit a signed police report in support of the claim.

17  
18 **Section 16.8.** Course and license fees for required work-related training shall be reimbursed by the  
19 District.

20  
21 **Section 16.9.** Employees assigned specific duties training or mentoring new employees or substitutes shall  
22 be paid an additional \$0.35 per hour for the hours actually spent training or mentoring.

23  
24  
25  
26 **ARTICLE XVII**

27  
28 **TERM AND SEPARABILITY OF PROVISIONS**

29  
30 **Section 17.1. Duration.** The term of this Agreement shall be September 1, 2007 through  
31 August 31, 2010.

32  
33 **Section 17.2.** The parties acknowledge that each has had the unlimited right and opportunity to make  
34 demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of  
35 the exercise of that right and opportunity are set forth in this Agreement. Except as specifically stated in  
36 this Agreement, the District and the Association for the duration of this Agreement each voluntarily and  
37 unqualified agree to waive the right to oblige the other party to negotiate with respect to any subject or  
38 matter covered or not covered in this Agreement unless mutually agreed otherwise.

39  
40 **Section 17.3. Conformity to Law.** If any provisions of this Agreement or the application of any such  
41 provision is held invalid, the remainder of this Agreement shall not be affected thereby.

42  
43 **Section 17.3.1.** Neither party shall be compelled to any provision of this Agreement which conflicts with  
44 state or federal statutes or regulations promulgated pursuant hereto.

45  
46  
47 **Section 17.3.2.** In the event either of the two (2) previous sections is determined to apply to any provision  
48 of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

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**ARTICLE XVIII**

**NO STRIKE**

**Section 18.1.** The Association agrees that there shall be no work stoppage or interruptions of regularly assigned duties during the life of this Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON

PENINSULA CHAPTER  
CUSTODIAL UNIT

PENINSULA SCHOOL DISTRICT

BY: \_\_\_\_\_ Signed  
Jim B. Parish, Chapter President

BY: \_\_\_\_\_ Signed  
Charles E. Cuzzetto, Associate Superintendent

DATE: \_\_\_\_\_ June 2, 2007

DATE: \_\_\_\_\_ September 20, 2007

**SCHEDULE A  
PENINSULA CUSTODIANS**

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