

Collective Bargaining Agreement
between the
RENTON SCHOOL DISTRICT
and the
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 925
September 1, 2017 to August 31, 2019

Updated: 1/8/2019

Updates:

4/17/2018 added MoU re: Boiler License

8/21/2018 added MoU re: New Eval and Appendices D & E with eval forms

10/25/2018 added the following MoUs:

- 18-19 Compensation
- 18-19 Retroactive Pay
- Vacation Cash Out
- Personal Leave
- Custodian Shoe Allowance

12/2/2018 corrected typo of Sub Cust II pay on page 65

1/8/2019 added MoU re: Paid Family Leave

2/19/2019 added MoU re: Relief Custodians

This page intentionally left blank

TABLE OF CONTENTS

ARTICLE I	UNION RIGHTS	Page
Section 1.1	Union Sole Bargaining Agent	7
Section 1.2	Dues Deduction.....	7
Section 1.3	Pertinent Data.....	7
Section 1.4	Building Access.....	8
Section 1.5	Bulletin Boards.....	8
Section 1.6	District Mail.....	8
Section 1.7	District Buildings	8
Section 1.8	Shop Stewards	8
Section 1.9	Orientations	9
Section 1.10	Committees.....	9
Section 1.11	Maintenance of Present Wage/Working Conditions.....	10
Section 1.12	No-Strike Pledge	10
ARTICLE II	CONDITIONS OF EMPLOYMENT	Page
Section 2.1	Definition of Employees.....	12
Section 2.2	Substitutes	12
Section 2.3	Union Security.....	13
Section 2.4	Probationary Period (New Employees).....	14
Section 2.5	Work Week	14
Section 2.6	Overtime	15
Section 2.7	Call Back Service.....	17
Section 2.8	Dual Job Classification.....	17
Section 2.9	Special Equipment	17
Section 2.10	Non-Discrimination	18
Section 2.11	Affirmative Action	18
Section 2.12	Mileage	18
Section 2.13	Vocational Training	18
Section 2.14	Administrative Channels.....	19
Section 2.15	Political Action Committee	19
Section 2.16	Work Load Concerns.....	19
ARTICLE III	CHANGE OF STATUS	Page
Section 3.1	Seniority Rights	20
Section 3.2	Termination and Disciplinary Action.....	22
ARTICLE IV	VACATIONS AND HOLIDAYS	Page
Section 4.1	Holidays.....	25
Section 4.2	Vacations.....	25

ARTICLE V	LEAVES	Page
Section 5.1	Sick Leave	29
Section 5.2	Leave Sharing	30
Section 5.3	Bereavement Leave	32
Section 5.4	Emergency Hardship Leave.....	32
Section 5.5	General Leave	33
Section 5.6	Legal and Military Service Leave.....	34
Section 5.7	Personal Convenience Leave	35
Section 5.8	Adoption Leave	35
Section 5.9	Union Business Leave.....	35
Section 5.10	Family and Medical Leave Act (FMLA)	36
ARTICLE VI	HEALTH AND WELFARE	Page
Section 6.1	Health and Welfare Benefits.....	37
Section 6.2	Retirement	39
Section 6.3	Workers' Compensation	39
Section 6.4	Annuities	41
ARTICLE VII	SALARIES	Page
Section 7.1	Salaries	42
Section 7.2	Effect of Termination	42
ARTICLE VIII	GRIEVANCE PROCEDURES	Page
Section 8.1	Scope.....	43
Section 8.2	Grievance Steps	43
Section 8.3	Grievance Timing and Non-Discrimination.....	46
ARTICLE IX	MANAGEMENT RIGHTS	Page
Section 9.1	Recognition	47
ARTICLE X	CONDITIONS OF AGREEMENT	Page
Section 10.1	Severability.....	48
Section 10.2	Successors	48
Section 10.3	Termination.....	48
SIGNATURE PAGE	49

Appendices		Page
A	2017-2018 Custodial Salary Schedule	50
B	2017-2018 Grounds Salary Schedule	51
C	2018-2019 Custodial & Grounds Salary	52
D	Performance Appraisal Form	53
E	Optional Self Reflection Form	56

Memorandums of Understanding Regarding		Page
	Combination Custodial/Grounds Position	59
	Equipment Operator CDL Requirement.....	60
	L&I Study	61
	Retroactive Payment for 2017-2018 School Year.....	62
	Boiler Operator Premium Pay.....	63
	New Evaluation Tool	64
	2018-19 Compensation.....	65
	Retroactive Payment for 2018-2019 School Year.....	67
	Vacation Cash Out.....	68
	Personal Leave	69
	Custodian Shoe Allowance.....	70
	Washington Paid Family Leave	71
	Relief Custodians.....	72

**AGREEMENT BETWEEN RENTON SCHOOL DISTRICT NO. 403
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, Local 925
September 1, 2017- August 31, 2019**

THIS AGREEMENT is by and between the Renton School District No. 403 (**District**) and the Service Employees International Union Local 925 (**Union**), for the purpose of governing their labor relations by fixing the following scales of wages, schedules of hours, and conditions of employment for the custodians and grounds maintenance personnel employed by the District.

**ARTICLE I
UNION RIGHTS**

1.1 Union Sole Bargaining Agent

1.1.1 The District agrees to recognize the Union as the sole bargaining agent for the custodians and grounds maintenance personnel within the classifications hereinafter mentioned and to deal with the representatives of the Union with respect to wages, hours and working conditions, and adjustment of grievances arising under this Agreement.

1.2 Dues Deduction

1.2.1 Upon receipt of an individually signed authorization card supplied by the Union to the employee, the District shall deduct from the pay of such employee the amount of dues as certified by the bargaining agent to be uniformly required as a condition of membership in the Union, and shall transmit the same to the Union each month.

1.2.2 Such authorization will be continuous from one Agreement to the next, except in the case of termination or resignation.

1.2.3 Dues deductions authorization by the employee shall be on a form approved by the parties to this Agreement.

1.2.4 The Union will indemnify, defend and hold the District harmless against any claims made and any suits instituted against the District on account of any checkoff of Union dues. The Union agrees to refund to the District any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

1.3 Pertinent Data

Monthly Dues Remittance List

Each month the District shall provide the Union an electronic list in Excel format for all bargaining unit employees that will accompany the dues & COPE payment to the Union. On this list the following will be included: First name & last name, Dues deduction amount, COPE deduction amount per pay period, Last 4 digits of SSN, and Name key identifier.

Monthly New Hires, Terminations, Status Changes "Personnel Exhibit"

The District shall send the Union each month a list of all new hires, terminations, and status changes. Status changes include workers who have moved or promoted to a non-represented or exempt position, changed jobs or work location, gone on leave, etc., and the effective date of the change. It will include, at minimum: name, position, location, nature of the change, and the effective date of the change. This list is known by the

District as the "Personnel Exhibit" and is available the Monday before each Board Meeting. This document will be scanned and sent to the Union.

Full Bargaining Unit List

Monthly, the District shall provide the Union a full bargaining unit list which shall include all current workers in the bargaining unit, including substitutes who are eligible for representation (per Article 2.2.1). The employer will provide an electronic list in Excel format. This list shall include: First name & last name, home address, personal phone number(s), work email address, job classification/title, department/position, work location/work site.

1.4 Building Access

The Business Agent for the Union may have access to all buildings covered by this Agreement to discharge his/her duties as the representative of the Union; **PROVIDED**, the principal or his/her representative is notified in advance, and **PROVIDED FURTHER**, that the employees are not disturbed in the performance of their duties.

1.5 Bulletin Boards

The District will make available suitable space at each school for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting upon the District, any of its employees or any labor organizations among its employees.

1.6 District Mail

The Union shall have access to the District's employee mail boxes for notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting upon the District, any of its employees or labor organizations among its employees. The Union agrees to make every attempt to assure that "bulk mailing" will be responsible and will reflect general standards of good taste.

1.7 District Buildings

The Union shall have access to District buildings and meeting rooms for the purpose of holding bargaining unit or committee meetings. There shall be no rental or service fee charged for weekday use of available facilities. Saturday or Sunday use of facilities will require a charge for an on-duty District employee.

1.8 Shop Stewards

1.8.1 The District agrees that the Union will be permitted to appoint shop stewards.

1.8.2 The duties of the shop steward shall not interfere with the regular work assigned to that individual by the District, **EXCEPT** that shop stewards shall be allowed to leave their place of work when authorized to do so by the Director of HR or the Custodian/Grounds Manager to be present with and represent any employee, at the employee's request, when the employee is being subject to disciplinary action, possible termination, or for grievance representation. The District and the Union share an interest in resolving disputes at the lowest possible level.

1.9 Orientations

The District shall provide a New Employee Orientation to all employees. The District shall provide employees in SEIU 925-represented positions a copy of this agreement and a membership card.

Leaders and/or union staff shall have 30 minutes during the orientation to present information about the Union to new employees, answer questions, and enroll them in the Union. The Union's field organizer, designated employee leaders, and the Union's Member Resource Center shall receive a written, electronic schedule of the date, time, and place of orientations. A list of the newly hired SEIU-represented employees will be sent the Friday prior to the orientation they have signed up for.

1.10 Committees

1.10.1 A negotiating Committee not to exceed six (6) persons may be selected by the Union, **PROVIDED** that observers and/or specialists may attend table negotiations from time to time.

1.10.2 The District will work with employees serving on the Negotiating Committee, the Safety Committee, and other committees to adjust, if it can be mutually determined appropriate, a shift change to facilitate committee members' participation.

1.10.3 Negotiations sessions shall be held at a time and place mutually agreed to by the District and the Union, including time outside of normal working hours, when necessary.

1.10.4 Employees acting as Union Representatives at meetings called by the District, other than negotiations sessions, shall be released from work duties with pay to attend when such meetings are held during normal working hours.

1.10.5 A committee of employees will be appointed by the District in an advisory capacity on trial and selection of new equipment and supplies as deemed appropriate by the District.

1.10.6 A union-designated safety representative shall serve on the District Safety Committee. Employees shall be encouraged to report safety concerns to the safety representative. Concerns brought to the attention of the Custodial and Grounds Manager or the Safety Committee by the safety representative will be responded to, and if brought to the Safety Committee, reported in the minutes so that the safety representative may report back to the originator of the complaint. Nothing in this section shall reduce the responsibility of each employee to report unsafe equipment, supplies, or conditions to his/her immediate supervisor and/or the Custodian and Grounds Manager.

1.10.7 A Labor-Management Committee (LMC) shall be formed with three representatives selected by the Union and three representatives selected by the District. The subjects to be addressed by the committee shall be by mutual agreement. Meetings shall be at mutually agreeable times. Employees who are selected by the Union to serve on this labor-management committee shall be released from work duties with pay to attend when such meetings are held during normal working hours.

1.11 Maintenance of Present Wage and Working Conditions

1.11.1 Nothing in this Agreement shall lower the present working conditions or wage standard of any individual employee so long as he/she remains within the job classification in which he/she is now employed, but this provision shall apply only to the individual employee and not to the job classification.

1.11.2 This provision does not supersede the District's right to discharge, discipline or suspend an employee for just cause.

1.11.3 Reports of building inspections furnished to employees by the custodial manager shall provide space for employee comments or clarification of any item specified.

1.12 No Strike Pledge

The Union and the District agree that the public interest requires the efficient and uninterrupted performance of all classified employees, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage or strike.

Notwithstanding the above paragraph, it shall not be a violation of this Agreement for an employee covered by this Agreement to refuse to cross a primary picket line established by a labor organization which holds a current labor agreement with the District and whose picket line has the approval of the King County Labor Council, AFL-CIO, provided:

- A. The purpose of the picketing is lawful and the picketing is conducted by a labor organization whose members are currently engaged in an economic strike;
- B. The picketing is not contrary to or in violation of any valid law;
- C. The picketing and/or refusal to cross said picket line does not endanger the health or safety of any individual;
- D. The District has been provided an opportunity to be heard before the full body of the Executive Board of the King County Labor Council;
- E. The District has been given written notice of the Council's sanction of said picketing.

**ARTICLE II
CONDITIONS OF EMPLOYMENT**

2.1 Definition of Employees

- 2.1.1 **Employees:** For the purpose of this Agreement, “Employees” refers to all annual, daily and new custodians and grounds maintenance personnel.
- 2.1.2 **Annual Employee:** person employed for a specific number of hours per day for twelve (12) months.
- 2.1.3 **Daily Employee:** A person employed for a specific number of hours for less than twelve (12) months.
- 2.1.4 **New Employees:** Employees who have yet to satisfactorily complete their probationary period as cited in Section 2.4.
- 2.1.5 **Substitutes:** Persons hired as a temporary replacement to cover emergency situations or employee absences. Substitutes may not be hired in lieu of or to avoid the hiring of employees.

2.2 Substitutes

- 2.2.1 Substitutes as defined in Section 2.1.5 shall be covered by this Agreement. This shall include only those substitutes employed by the District who have worked for sixty (60) calendar days within the current school year or sixty (60) calendar days in the immediately preceding school year, and who continue to be available for work as substitutes. Substitutes may not combine days from two different school years to accumulate the sixty (60) calendar days required for representation and need not work a “new” sixty (60)-day period once representation is established for that year.
- 2.2.2 The minimum substitute pay rate shall be bargained and shown in Supplemental Appendix A. Any increases shall apply to all substitutes. Funding will be the responsibility of the District.
- 2.2.3 All provisions of this Agreement shall apply to substitutes **EXCEPT** Sections 2.5, 2.7, 2.8, 3.1, 3.2, 4.1, 4.2, Article V, Section 6.1, and Article VIII beyond Step Two.
- 2.2.4 Substitute employees who will continue to be employed in such capacity will receive a notification of continued employment in June indicating continued employment for the next school year.
- 2.2.5 If a substitute has worked at least sixty (60) consecutive days in the position for which he/she subsequently is selected for regular, continuing employment

(not days in various positions), he/she will be required to serve a thirty (30)-day probationary period (excluding June, July, and August).

- 2.2.6 Substitutes shall be evaluated at least once annually.
- 2.2.7 Selection of candidates for regular positions shall be determined with consideration being given to length of work experience with the Renton School District, previous work experience, training, recommendations, and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions and who complete timely application for open positions within the bargaining unit.
- 2.2.8 Substitutes may not be hired in lieu of or to avoid the hiring of regular full-time employees or to avoid the assigning of work in a higher classification within the building to regular full-time employees, except by agreement of the affected employees. Notwithstanding this section, substitutes may be assigned work on Saturdays at their regular rate, or applicable overtime rate, only after regular employees have been offered the extra or over-time work.

2.3 Union Security

- 2.3.1 It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all members of the bargaining unit. To this end, each employee and each substitute eligible for representation will be required, as a condition of employment, to join the Union and execute an authorization for continuous deduction or direct payment of regular monthly dues uniformly required of members or, upon written request to the Union, shall have the option to pay to the Union agency, or "fair share", fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.

Employees with a bona fide religious objection to the foregoing, which is based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable non-religious charity as specified in RCW 41.56. In the event an employee does not give written authorization for the deduction of dues or equivalent amounts to be paid to a non-religious charity as noted above from his/her salary, the services of said employee shall be discontinued.

- 2.3.2 No employee will be terminated by the District for non-payment of the regular initiation fee and/or the regular monthly dues unless the Union has first notified the employee by letter that the employee is delinquent in payments and specifying the current amount of such delinquency warning him/her that

unless such fees and/or dues are tendered within ten (10) calendar days from the date the fees and/or dues are due, he/she will be reported to the Office of the Superintendent for termination. The Union will furnish the Office of the Superintendent with a copy of the letter sent to the employee and notice that the employee has not complied with the request for payment. Such notices shall be sent to the employee and the District at the same time. The Union will also advise the District on or after the tenth (10th) day as to whether the employee has complied with the request for payment. The District shall terminate an employee immediately upon written notice from the Union that the employee has not complied with Section 2.3.1 as required.

The Union agrees to indemnify and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith. The District agrees to notify the Union in writing of any claim, demand, suit, or other form of action made against it regarding compliance with this section.

2.3.3 New employees will be subject to Union Security provisions after thirty (30) days of employment.

2.4 Probationary Period (New Employees)

2.4.1 A probationary period for all new employees of ninety (90) working days will be required. For custodial employees only, July and August will be excluded from the probationary period.

2.4.2 New employees during their probationary period may be terminated or may be demoted and/or involuntarily transferred in lieu of termination without right to review under the grievance provisions of this Agreement.

2.4.3 New employees shall be entitled to all other provisions of this Agreement.

2.4.4 Employees in their probationary period are not eligible for lateral transfer.

2.4.5 Employees who transfer into a lateral or lower classification position must remain in that position for 60 working days before being eligible for another transfer.

2.5 Work Week

2.5.1 A work week shall normally consist of five (5) consecutive eight (8) hour days to be completed in an eight and one-half (8½) hour period at one (1) work location on a Monday through Friday basis, **EXCEPT** under the following circumstances:

- A. Employees assigned to the Stadium and Pool.
 - B. Emergency situations.
 - C. Employees assigned to a maximum of four (4) locations on a Monday through Friday basis; such employees shall be assigned eight (8) hour days to be completed in an eight and one-half (8½) hour period.
 - D. While stadium cleaning is normally bargaining unit work, the District may hire casual workers from time to time to clean the stadium following athletic events.
- 2.5.2 All full-time work shifts shall consist of eight and one-half (8½) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as practicable **EXCEPT** second and third shift employees assigned to a building by themselves, or with a less than eight (8) hour employee, shall work an eight (8) hour shift including the lunch period.
- 2.5.3 Employees requested to work during their lunch period shall receive a half (1/2) hour at overtime rates.
- 2.5.4 Each employee shall receive a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practical.
- 2.5.5 When a change of schedule is needed, every effort will be made to provide employees with five (5) working days' notice.
- 2.5.6 Grounds employees are eligible to work four-ten (4-10) hour days for the summer shift commencing the first full work week after the July 4th holiday and ending the last full work week prior to the start of school. See departmental procedures for schedule details.
- 2.5.7 Custodial employees are eligible to work four-ten (4-10) hour days for the summer shift, commencing the first full week after the July 4th holiday and ending the last full work week prior to the start of school, depending upon sufficient staffing for Monday through Friday building coverage.
- 2.6 Overtime
- 2.6.1 Any time worked in excess of eight (8) hours per day shall be compensated at one and one-half (1 ½) times the employee's base hourly rate, except for employees working approved four-ten (4-10) schedules.

- 2.6.2 Hours worked in excess of forty (40) hours per week up to forty-eight (48) hours shall be compensated at one and one-half (1 ½) times the employee's base hourly rate.
- 2.6.3 All hours in excess of forty-eight (48) hours per week shall be compensated at two (2) times the employee's base hourly rate.
- 2.6.4 All hours worked on Saturday shall be compensated at one and one-half (1 ½) times the employee's base hourly rate **EXCEPT** employees regularly scheduled to work Saturdays at the Stadium and substitutes scheduled to work Saturdays pursuant to 2.2.8 above.
- 2.6.5 All hours worked on Sunday shall be compensated at two (2) times the employee's base hourly rate.
- 2.6.6 In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be two (2) hours at the rate of time and one-half. A break of less than one-half (1/2) hour will be considered consecutive time to be compensated at the overtime rate.
- 2.6.7 When possible, overtime shall be assigned on a voluntary basis, with the regularly scheduled employees of a school/building having first option to work in their facility on a rotating basis; regularly scheduled employees at other facilities who have indicated their willingness to perform overtime work shall have a second option. Employees who wish to have the opportunity to perform overtime work shall sign up for the available overtime work with the Custodian/Grounds Manager not later than October 1 of each year or, in the case of new hires, at the completion of their probationary period. In emergency situations when an immediate custodial response is deemed necessary, the District will first call the building's day lead. If the day lead cannot be reached, then the District may utilize an automated calling system to notify all employees on the overtime list of the emergency overtime opportunity. Employees will have 10 minutes to respond prior to substitute custodians being contacted. The first in-building employee to respond will be awarded the overtime. If no in-building person responds, then the overtime will be awarded to the first person who responds.
- 2.6.8 Employees on light duty status will be excluded from working overtime if the required work exceeds the employee's doctor-imposed duty restrictions.
- 2.6.9 All time paid for shall be recognized as time worked for the purposes of computing overtime.
- 2.6.10 The District shall not make sporadic or temporary changes to an employee's schedule to avoid the payment of overtime.

2.7 Call Back Service

- 2.7.1 Authorized call back service for employees will be paid at the overtime rate for not less than two (2) hours for any assignment, **EXCEPT** scheduled events, i.e. dances or athletic events (not weather conditions call backs) will be paid at the overtime rate for not less than three (3) hours for any such assignment.
- 2.7.2 Overtime required of an employee immediately before or after regular hours will not be covered by provisions of this section.

2.8 Dual Job Classification

- 2.8.1 An employee substituting temporarily for another employee and performing duties predominantly of a higher classification shall receive pay for the higher classification beginning with the first (1st) working day of the assignment, to include working a higher classification during the District's regularly scheduled, authorized K-12 summer school session. At a secondary school, if circumstances necessitate the absence of both the day and night lead, the District will designate an acting lead. The acting lead shall receive pay for the lead classification beginning with the first (1st) working day of the assignment. In circumstances where the grounds lead is absent, the District may designate an acting lead. The acting lead will receive a lead stipend beginning with the first (1st) working day of the assignment.
- 2.8.2 Employees assigned on a continuing basis to work at jobs in two (2) or more classifications shall receive the higher rate of pay.
- 2.8.3 Notwithstanding the provisions of 2.8.2 above, the District may employ an employee on a combination Custodial II/Grounds schedule paid at the established rate for time worked in each scheduled segment of the combination position.

2.9 Special Equipment

As determined by the District, employees will be supplied at District expense all necessary safety equipment, tools, and clothing including safety shoes and knee boots for the Grounds Department. Safety, non-slip shoe protection for custodians for stripping wax or applying solvents, and appropriate rain gear and rubber boots, shall be provided by request to the Facilities Department. The District will assume responsibility for their maintenance and replacement. The District will provide a back support to any employee who requests it, provided the employee has his or her physician's approval to wear such a support and the physician has determined how many hours and under what conditions such support should be worn. The District further agrees to provide identification cards to all employees in the unit. Identification cards are to be surrendered at the time of

termination or the employee must sign a certified statement that such card is lost in order to receive final pay check.

Each Grounds employee shall receive reimbursement up to \$325.00 (three hundred twenty-five) per fiscal year for work clothing upon providing receipt of purchase. Receipts must be submitted by June 30 of each year or within ten (10) days of separation from the District, whichever is sooner.

2.10 Non-Discrimination

The District and the Union agree that employment, promotions, demotions, layoffs, etc., shall be made without regard to race, color, creed, sex, sexual orientation, age, religion, or union membership.

2.11 Affirmative Action

The Union and the District recognize the requirements of the Civil Rights Act of 1964. The Affirmative Action Plan of the District is intended to achieve the equality in employment practices where it is lacking in compliance with the letter and spirit of the law.

2.12 Mileage

2.12.1 Employees authorized to use their own transportation on District business shall be reimbursed at the IRS rate per mile or the District-approved rate, whichever is greater. This rate will be adjusted to match any District-wide rate increase that occurs during the term of this Contract.

2.12.2 Employees assigned to more than one facility per shift shall be compensated for mileage between the facilities when they use their own personal vehicles at the IRS rate per mile or the District approved rate, whichever is greater. This rate will be adjusted to match any District-wide rate increase that occurs during the term of this Agreement.

2.12.3 Mileage reimbursement will be authorized for employees using their own personal vehicles to travel from their residence to work site on call back.

2.13 Vocational Training

In the mutual interests of the District and employees, the District shall budget funds for training and skill improvement relevant to the employee's current position. Activities may be established for individuals, specific groups of individuals or for all employees covered by this Agreement. Such training or activity may be required or may be voluntary.

Examples of such training are safety, basic cleaning techniques, District policy, department procedures, pesticide class, plant identification and pruning techniques,

boiler classes, HVAC, computer, and basic supervision. Specific topics or subjects for voluntary training will be mutually agreed to by the District and the Union.

Required or mutually agreed to custodial training shall be scheduled on teacher in-service days, when students are not in the buildings, with the exception of one training/planning day to be held within five (5) working days of the last day of school. Management will strive to schedule that day within the first three (3) working days after school is out.

Voluntary or required training during the regularly scheduled work hours will be compensated at the employee's regular rate of pay. Required training during non-scheduled hours will be compensated at training rate (80 percent of regular rate of pay).

The District will budget a minimum of \$4,000 for each year of the Agreement for such training activities. Custodians (including substitute custodians) shall be fully reimbursed for tuition, books, materials, and licensing fees for training for a Grade IV boiler license. Courses required for boiler license renewal shall be reimbursed. Interested custodians must indicate, by email, their intent to participate to the Custodian/Grounds Manager. Following District receipt of a copy of the boiler license and receipt(s) for cost(s), the custodian will receive reimbursement.

The District shall reimburse for the cost of any class or test necessary to maintain certification.

2.14 Administrative Channels

Traditional administrative channels may be used by employees who consider specifically assigned continuing tasks or duties to be outside their job description.

2.15 Political Action Committee

Voluntary contributions to the Union's political action fund (COPE) may be included in the deduction for dues. The procedures and methods of transmittal shall be consistent with the procedures used for other employee groups.

2.1.6 Employees may bring concerns regarding workload issues to the Custodial Manager who will have fifteen (15) working days to respond. If the employee is not satisfied with the Custodial Manager's response they may request to have a formal meeting with the Facilities and Operations Manager and a Union Steward. The Facilities and Operations Manager will be ten (10) working days to respond, in writing, to the employee and Union Steward. If timelines in this paragraph are not met, the employee may file a Step 2 grievance.

**ARTICLE III
CHANGE OF STATUS**

3.1 Seniority Rights

Seniority shall govern in all layoffs, re-employment of employees covered by this Agreement.

Seniority shall govern in all lateral transfers of custodians.

Seniority shall govern in promotion to Custodian V and Central Lead, and Custodial Support Technician when merit and leadership capacity are determined to be comparable through the interview and selection process.

3.1.1 An employee's seniority shall be defined as an Employee's continuous length of service in the bargaining unit. Seniority shall begin from the employee's hire date within the bargaining unit.

Seniority shall govern in promotion to Custodian III, within the pool of applicants who have successfully completed the Custodian III Training and passed the approved Custodian III Test with an eighty (80%) percent or higher score. Custodian III Training shall be offered at least once per year. Custodians who believe they possess the skill and knowledge to challenge the test may do so in lieu of the course.

Seniority shall govern in other promotions and lateral transfers **EXCEPT** in the case of an employee who has been suspended without pay for disciplinary reasons within eighteen (18) months or in the case of an employee who has two (2) warning notices in the employee personnel file at the time of application.

3.1.2 In the event of promotion, the employee shall be given a trial of not more than ninety (90) working days in the higher classification; **EXCEPT** that employees who are promoted to a Level III shall be given a trial of not more than 120 working days in the higher classification. Days of the trial period will not be counted during the months of July and August, **EXCEPT** for employees at the Stadium, or Grounds. Prior to ninety (90) working days that senior employee may be returned to his/her former or a comparable position if he/she is not performing satisfactorily. The employee shall receive the higher rate of pay during the trial period. In circumstances where the District has allowed the use of the ninety (90) working day trial period to obtain a boiler license, the District will extend the trial period an additional thirty (30) working days to allow an employee additional time to acquire a boiler license, if the employee is making satisfactory progress toward obtaining the boiler license. An employee who elects a lateral transfer during his or her trial period in the higher classification

will undergo an additional thirty (30) working day trial period upon transfer to the new location.

- 3.1.3 If the senior employee is passed over for promotion or returned to his/her former or a comparable position, he/she will receive, upon request, a written notification of the reasons for such actions.
- 3.1.4 In the event of a demotion due to building closure or other operational changes, seniority shall govern in determining retention of individual employees in position classifications. Least senior employees in affected position classifications will be temporarily demoted and will be paid the salary of the lower classification in which the demoted employee has sufficient seniority to be retained. Employees who have been demoted will be reassigned to the former classification as like positions are available. Seniority shall govern in these reassignments if two or more employees in the same classification have been demoted.
- 3.1.5 Layoffs will occur in direct reverse seniority.
- 3.1.6 Vacancies will be advertised as soon as possible but in no case later than ten (10) working days after they become vacant. Advertising will be on the district website for a minimum of five (5) working days. Posted positions will be filled as soon as possible, ideally within 45 working days, and, except in unusual circumstances, will be filled no later than twenty (20) working days after advertising closes.
- 3.1.7 For positions vacated due to an incomplete trial period, additional advertising is not required.
- 3.1.8 Employees may apply for a promotion during a trial period as cited in Section 3.1.2.
- 3.1.9 For the purposes of this section, seniority shall be defined as length of service (excluding substitutes) within a department (grounds or custodial) covered by this Agreement. An employee who transfers from one department to another covered by this Agreement shall retain his/her seniority in the vacated department; however, he/she will not continue to accrue seniority in that department.
- 3.1.10 Positions which require a boiler license will be advertised and will be filled by a qualified applicant. If no applicant meets the boiler license requirement, the position will be re-advertised and preferential selection will be given to the senior bargaining unit member who has applied. The exception to this provision is the Custodian V position for which a boiler license is a requirement for minimum qualification.

- 3.1.11 Custodians in good standing without documented grounds experience shall be offered an interview if they possess a current WSDA Public Operator Pesticide License including Laws and Safety and Weed Control Certification. Custodians in good standing with documented grounds experience shall be offered an interview.

Current RSD Custodians who are hired into the Grounds Worker I position and successfully complete the 90-day probation period, may submit for reimbursement for the cost of the WSDA Public Operator Pesticide License including Laws and Safety and Weed Control Certification class and license.

- 3.1.12 The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement.

Seniority rights shall not be lost but shall not continue to accrue in the following circumstances resulting in absence from work;

- A. Military Leave (up to two [2] years);
- B. Layoff (up to two [2] years);
- C. Industrial injury (the second year; first year covered below);
- D. Change in general job classification within the bargaining unit, as herein provided;
- E. All authorized leaves except noted below.

Seniority rights shall continue to accrue in the following circumstances resulting in absence from work:

- A. Industrial injury (up to one year);
- B. Maternity leave (for period of disability);
- C. Authorized, paid absence (including, but not limited to, sick leave, emergency leave, vacations, and holidays).

3.2 Termination and Disciplinary Action

- 3.2.1 The District agrees to give each employee who has been on the payroll more than ninety (90) days at least two (2) weeks' notice of intended layoff, and

each employee shall give the District at least two (2) weeks' notice of his/her intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the union.

3.2.2 No employee may be disciplined, suspended, or discharged except for just cause. No employee shall be disciplined, suspended or discharged unless a written warning notice shall previously have been given to such employee of a complaint against him/her concerning his/her work or conduct within fifteen (15) working days of the date the alleged violation arose; and if such written warning notice is not given to the employee and sent to the Union within fifteen (15) working days of the date the alleged violation arose, the warning notice shall be null and void. **EXCEPTIONS** to the prior warning notice provisions in this section are noted in Section 3.2.4 and 3.2.5 below.

3.2.3 Warning notices will be considered collectively, not individually. Any employee receiving three (3) written warning notices within an eighteen (18) month period shall be subject to disciplinary action or discharge, providing just cause exists. Warning notices shall be removed from personnel files eighteen (18) months from date of notice at the request of the employee.

3.2.4 Warning notices shall be issued to address concerns with employee conduct. Such issues may include, but are not limited to, attendance, failure to follow the direction of the supervisor or other manager, and unprofessional conduct, behavior, or communication.

A plan of improvement may be used, at the discretion of the supervisor to assist an employee to improve his/her job performance based on concerns noted in the evaluation. The evaluation shall serve as the written notice to the employee of the supervisor's performance concerns. The plan of improvement process shall serve as the basis for remediating and improving job performance concerns; the employee's failure to satisfactorily improve the identified performance concerns shall be the basis for dismissal of employment.

3.2.5 No such prior warning notices shall be necessary if the cause of discharge is theft, intoxication related to employment, drinking on the job, use of illegal drugs, sleeping on the job, or for reckless or unauthorized use of District vehicles or equipment, PROVIDED discharge or suspension is commenced within fifteen (15) working days of the date the alleged violation arose. The employee and the Union will receive written notification of the discharge or suspension. An employee shall be entitled to receive a written statement of reasons for discipline and shall receive a hearing upon request.

3.2.6 The District shall give consideration to due process and progressive discipline in its discipline of employees covered by this Agreement. Although each

personal situation merits individual investigation of the facts and circumstances, every effort will be made by the District to establish and maintain consistency and uniformity in discipline of employees.

- 3.2.7 The federal laws and regulations related to Drug and Alcohol testing are incorporated in this contract.

**ARTICLE IV
VACATIONS AND HOLIDAYS**

4.1 Holidays

4.1.1 All employees will be paid their full prorated day's pay for each of the following holidays if the holiday falls during the employee's period of employment: Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before or after Christmas, Christmas Day, the day before or after New Year's Day, New Year's Day, the legally designated day for Presidents Day, the legally designated day for Martin Luther King, Jr.'s Birthday, the Monday or the Friday of Spring Vacation, Memorial Day, the day after or before Independence Day, and Independence Day.

4.1.2 If a holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding, or the Monday following said holiday.

4.1.3 The selection of the Monday or the Friday of Spring Vacation is dependent upon the adopted Renton School District calendar; **HOWEVER**, preference will be given to Friday for all employees. The selection of the day before or the day after Christmas and New Year's shall be left to the District. The District shall select the same designated holidays for all employees on Independence Day unless the holiday is on Wednesday. In such instance, the District shall select the day before or after as needed. All other holidays are as designated.

4.1.4 If the employee fails to work the day before a holiday or the day after because of illness or bereavement leave, he/she must show reasonable proof of such illness or bereavement leave within five (5) working days of the absence, or receive a full deduction for the day(s) missed and the holiday.

4.1.5 Every employee who shall work on such holidays shall be paid for the hours worked on such holiday at two (2) times the rate applying for regular work day in addition to the above holiday pay, **PROVIDED** employees whose shift normally begins before midnight of the holiday shall complete the shift at regular pay.

4.1.6 If a holiday falls within an employee's vacation period the employee shall receive an extra day of paid vacation or be given an extra day off at the employee's discretion.

4.2 Vacations

4.2.1 Each annual employee will receive paid vacation based as follows:

- 4.2.1.1 Ten (10) days annual vacation up to and including the fourth full year of employment computed at the rate of .83 vacation days per month for the first four (4) years worked.
- 4.2.1.2 Fifteen (15) days annual vacation beginning with the employee's fourth anniversary date of employment computed at the rate of 1.25 vacation days per month worked.
- 4.2.1.3 Twenty (20) days annual vacation beginning with the employee's ninth anniversary date of employment computed at the rate of 1.66 vacation days per month worked.
- 4.2.1.4 Twenty-one (21) days annual vacation beginning with the employee's sixteenth (16th) anniversary date of employment.
- 4.2.1.5 Twenty-two (22) days annual vacation beginning with the employee's twentieth (20th) anniversary date of employment.
- 4.2.1.6 Twenty-three (23) days annual vacation beginning with the employee's twenty-fifth (25th) anniversary date of employment.
- 4.2.2 The anniversary date for changes from one vacation rate above the next will be the employee's hiring date as an annual employee.
- 4.2.3 Each daily or part-time employee hired for one hundred eighty (180) calendar days or more will receive a prorated percentage of a vacation authorized annual employees.
- 4.2.4 Pro-ration of vacation for part-time employees is based on assigned hours per day. Assigned hours per day will be rounded to the nearest whole hour, with assignments of one-half (1/2) hours rounded up. Overtime will not be included in the vacation accrual calculations.
- 4.2.5 Vacation Scheduling
 - 4.2.5.1 Under normal circumstances, Custodian vacations shall be taken at the end of the school year and before the beginning of the new school year or during other periods of time when school is not in session or at other times the District determines adequate coverage can be provided in the work place. Some limitations will be placed on scheduling vacations during the five (5) working days immediately preceding the opening of school and following the closing of school. Vacation requests should be submitted as early as possible in the spring in order to facilitate the establishment of the District-wide vacation schedule plan. The District will approve requests as early as possible, given the restraints of

accommodating all the various needs and interests involved. An employee's first or second choice for his/her total earned vacation requested for use during summer or spring break will be approved except in cases of emergency. Vacation time requested for other times will be subject to mutual agreement by the District and the employee.

- 4.2.5.2 Custodians who have two (2) or more years of service with the District shall be eligible for up to three (3) vacations while school is in session, for a total of up to ten (10) days **PROVIDED** that:
- A. At least four (4) weeks' advance notice is given by the employee to the District, unless waived by the District.
 - B. Approvals for more than two (2) vacations at one time shall be considered on a case-by-case basis, and approved at the discretion of the Custodial Manager with respect to District operations or program flow.
 - C. No more than one (1) employee at any work location, at the supervisor's discretion, is absent on such vacation at any given time except under extreme circumstances.

Approvals that extend these limits shall be considered on a case-by-case basis.

In the event of multiple requests which conflict with the above provisions, vacation requests will be honored in order of employee seniority. Vacation requests of longer than five (5) consecutive working days while school is in session shall be considered on a case-by-case basis, and approved at the discretion of the Custodial Manager.

- 4.2.6 Any employee leaving the employ of the District who has completed the probation period, will receive vacation on a prorated basis, not to exceed 240 hours, of the actual months of service. The employee will be allowed to use any vacation in excess of 240 hours by extending his/her date of termination.
- 4.2.7 Upon death of an employee in active service, prorated vacation pay, not to exceed 240 hours, will be made, upon request, to the estate of the deceased employee.
- 4.2.8 An employee who quits without giving two (2) weeks' notice as required in Section 3.2.1, will forfeit all vacation benefits.

- 4.2.9 An employee who has exhausted other applicable leave may request that earned vacation be allowed to cover absence beyond leave balance. Requests will be considered on an individual basis. It is understood that vacation is not to be used intermittently to cover normal illness or absence due to regular appointments.
- 4.2.10 Vacation accumulation shall be limited to 280 hours. In the case of serious illness or other unusual circumstance, the employee may request special consideration.

ARTICLE V LEAVES

The District complies with leave provisions under state and federal laws and regulations, as amended. See Washington Family Care Act, Federal Family and Medical Leave Act, with National Defense Authorization Act 2008 amendments, Military Spouse Leave of Absence and Domestic Violence Leave. Contact Human Resources for information and leave applications.

5.1 Sick Leave

- 5.1.1 All annual employees shall receive sick leave at the rate of one (1) day per month worked. Daily employees will receive a prorated sick leave. Sick leave may be used by the employee to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency.
- 5.1.2 All employees will accumulate sick leave. Days used for emergency-hardship leave will be deducted from the employee's sick leave days' accumulation.
- 5.1.3 Sick leave compensation is granted under the conditions of current employment.
- 5.1.4 For each day's absence beyond accumulated sick leave days a deduction of the full day's salary shall be made.
- 5.1.5 A doctor's certificate may be required for absence lasting for more than five (5) days.
- 5.1.6 A school district Attendance Incentive Program will be provided eligible employees in the following manner:
 - 5.1.6.1 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 day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. **PROVIDED**, that no employee may receive compensation under this section for any portion of leave or illness or injury accumulated at a rate in excess of one(1) day per month.

- 5.1.6.2 At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate may, upon request, elect to receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury. Alternatively, an eligible employee may request non-monetary remuneration at the same rate in the form of post-retirement medical benefits as provided by VEBA III or other qualifying program offered by the District.
- 5.1.6.3 Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

5.2 Leave Sharing

- 5.2.1 Employees of the Renton School District may participate in the Renton School District Leave Sharing Program. Under the provision of this program, the District shall receive and process requests noted herein.
- 5.2.2 An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.
 - 5.2.2.1 An employee who has an accrued sick leave balance of more than sixty (60) days may request a transfer of a specified amount of sick leave to another employee. In no event may such an employee request a transfer of more than six (6) days of sick leave during the twelve (12) month period of September 1 through August 31, or request a transfer that would result in his or her sick leave account going below four hundred eighty hours (480).
 - 5.2.2.2 An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if he or she prefers, request a transfer of a specified amount of vacation leave to another employee. In no event may such an employee request a transfer that would result in his or her vacation leave account going below ten (10) days.
- 5.2.3 Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the District Business Office. Days shall be converted to hours.
- 5.2.4 An employee who receives leave must be in a position in which sick and/or vacation leave can be used and accrued. An employee shall be entitled to receive leave under this section if the employee suffers from, or has a relative

or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment. Such employee, or his or her legal representative, must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

- 5.2.5 An employee needing leave days shall submit a “Request to Receive Sick/Vacation Leave from Co-Workers” form to Human Resources. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.
- 5.2.6 An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, his or her sick leave and/or vacation leave. The employee must have abided by District policies regarding the use of sick and/or vacation leave and must not be eligible for time loss compensation under Chapter 51.32 RCW.
- 5.2.7 The amount of leave which an employee may receive shall be based on employee request and/or his or her personal physician’s judgment: **HOWEVER**, an employee shall not receive a total of more than one (1) contractual year’s worth of leave or 260 days whichever is fewer. An employee who requests to receive sick or vacation leave must have a signed leave on file with Human Resources for a time period not less than the amount of leave transfer requested.
- 5.2.8 While an employee is on leave, he or she shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick or vacation leave.
- 5.2.9 Transfer of leave shall not exceed the donating employee’s requested amount.
- 5.2.10 All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.
- 5.2.11 The “Request to Transfer Sick/Vacation Leave” forms shall be accepted by the District in the order received. When the maximum number of leave days is reached, the remaining forms shall be returned to the employees.
- 5.2.12 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.

5.2.13 Any leave transferred which remains unused on August 31 of each year shall be returned at its original value to the employee or employees who donated the unused leave.

5.3 Bereavement Leave

5.3.1 Each employee shall be allowed up to five (5) days leave with pay for each occasion for absence caused by death of a member of that employee's immediate family.

5.3.2 Immediate family is defined as parent or stepparent of the employee or spouse, spouse, brother, sister, children, brother-in-law, or sister-in-law.

5.3.3 Each employee shall be allowed up to two (2) days leave with pay for each occasion for absence caused by the death of a grandparent(s), grandchild(ren), aunt, uncle, niece or nephew of the employee or spouse or daughter-in-law or son-in-law.

5.3.4 This bereavement leave is not deducted from the sick leave and is non-accumulative.

5.3.5 Extenuating circumstances which require an exception may be referred to Human Resources.

5.4 Emergency-Hardship Leave

5.4.1 Three (3) days emergency leave per year, non-cumulative year to year, will be available upon request of each employee without loss of pay (deductible from annual sick leave). Upon written request to the Office of the Superintendent, employees may be granted additional Emergency leave days with pay.

Additional days will be granted: (1) if the situation is as defined in this section; (2) if the employee has sufficient sick leave balance to cover the requested days; and (3) if such request is timely and follows the regularly established absence reporting procedures.

5.4.2 The reason(s) for usage must be emergency-hardship situations, either suddenly precipitated or of such a nature that pre-planning or rescheduling is not possible, or where pre-planning or rescheduling could not relieve the necessity for the absence.

5.4.3 Emergency-hardship leave may not be taken the day before or the day after a holiday, or in any combination for the purposes of extending vacations. A special review will be made by Human Resources of any written requests for emergency-hardship leave on the days noted above. If the facts presented in

the written request meet the criteria and standards for emergency-hardship leave, Human Resources will approve the leave.

- 5.4.4 This leave may be used for any personal reasons of an emergency-hardship nature, including illness or injury in the family except as provided in Section 5.1.1, funeral of friends and legal or personal affairs which cannot be schedule outside the normal working day.
- 5.4.5 Emergency-hardship leave for purposes of illness in the immediate family, legal affairs, business affairs and/or funerals not covered by bereavement leave should be cleared through the department supervisor and then reported on the usual absentee report.
- 5.4.6 Emergency-hardship leave for other or unusual circumstances should be reported on the usual absentee report for final payroll approval by Human Resources.

5.5 General Leave

- 5.5.1 Upon recommendation of the Superintendent, leave of absence may be granted to any employee for such things as: (a) illness; (b) family emergency; (c) maternity; (d) education; (e) or other purposes deemed appropriate by the Superintendent.
- 5.5.2 The leave of absence of any employee on leave for reasons other than military service will terminate at the end of the school year in which no service has been rendered.
- 5.5.3 **EXCEPT** for military service, there shall be no other employment while on leave without prior approval of the Superintendent.
- 5.5.4 The District is obligated to state in writing the terms of the leave of absence.
- 5.5.5 The District agrees to re-employ the employee upon written request to a position occupied prior to the absence or to a position substantially equal in duty and compensation.

All staff reduction policies and reassignment provisions applied for the period of the leave will be equally applicable to the employee while on leave.

The employee will contact Human Resources, in writing, not later than two (2) weeks prior to the time they propose to return to work and will indicate their ability to return to work.

- 5.5.6 Employee benefits earned prior to a leave of absence will be reinstated and/or maintained upon re-employment. Employees will not earn seniority while on

leave, EXCEPT as provided in Section 3.1.11, but shall retain all seniority earned prior to the commencement of the leave of absence.

5.6 Legal and Military Service Leave

5.6.1 Subject to the approval of the Superintendent or his designated representative, absence will be approved when the interest of the District is served, for jury duty, or subpoena and military reserve commitments.

5.6.2 An employee who is away for his/her duties because of jury duty shall be paid for such time lost at his/her normal rate of pay. The District will be reimbursed by the employee the amount of jury duty fees paid less any mileage and/or jury duty related expenses paid. The employee shall furnish the Superintendent or designee with a written statement from the Court or a personal notarized letter showing the days of jury duty and the amount of jury duty fee he/she received.

An employee who is excused from jury duty less than four (4) hours after his/her jury reporting time shall notify his/her immediate supervisor. He/she may be required to report to work if there are at least four (4) hours remaining in his/her regularly scheduled work day; **PROVIDED**, the employee shall have at least twelve (12) hours off duty between the completion of the scheduled day's assignment and reporting back to jury duty.

In the event the employee must change clothes before reporting to work, the employee and the supervisor shall agree on a reasonable reporting time.

5.6.3 An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary less any compensation received for his/her services, excluding transportation and per diem expenses in all cases including when the District subpoenas the employee. Payment will not be made when the employee, the Union or fellow employee is the plaintiff or defendant in such action and such action is against the District.

This exception shall not apply when the employee is named a plaintiff or defendant while in the performance of his/her duties.

The Superintendent or designee may extend the definition and intent of the subpoena leave policy on an individual basis, in consultation with the Union President.

5.6.4 Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding fifteen (15) days during each fiscal year.

5.6.5 Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-contract days.

5.6.6 When military leave is granted, the employee shall receive his or her regular pay from the District.

5.7 Personal Convenience Leave

5.7.1 At the beginning of each school year each employee will be credited with two (2) days non-accumulative leave, which may be used for the employee's personal convenience. Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities.

5.7.2 A personal convenience leave day may be used at the discretion of the employee except the day or days requested may not be used to extend vacation periods or holidays during the employee's work year or the week preceding opening and following closing of school and the winter break. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program. Requests for special consideration for usage of days noted herein will be considered if they are received by the Office of the Superintendent at least five (5) days prior to the day being requested. The Office of the Superintendent will consider determining whether the day in question will be granted. The general criteria for such exception will be whether supporting reasons indicate a serious need worthy of granting release from contractual responsibilities.

5.7.3 An employee planning to use a personal convenience leave day or days will normally notify his/her supervisor at least two (2) days in advance. The first day shall be paid less the flat rate of \$88.00 which shall be automatically deducted from the employee's salary and a full daily salary deduct when a second day is used.

5.8 Adoption Leave

Upon request, an employee will be granted two (2) days leave for adoption. Such leave will be deducted from the employee's sick leave/emergency leave balance or may be authorized and granted without pay, if the employee requests.

5.9 Union Business Leave

In order to accomplish the purposes of RCW 41.56, up to a maximum of ten (10) days of leave of absence with pay shall be provided annually to employees elected or appointed

to office in Local 925. Employees shall be released from regular assigned duties under the following provisions:

- A. That such release time, for not less than one-half day, is requested in writing to the Superintendent by the employee and the Union, with a copy to the employee's immediate supervisor.
- B. That the Union reimburse the District for the normal cost of a substitute for the absent employee within thirty (30) days after billing.
- C. That the written request will be made by the employee and the Union at least three (3) days prior to the requested leave to give maximum advance notification to the District when released time is needed.

5.10 Family and Medical Leave Act (FMLA)

5.10.1 An eligible employee may request up to twelve (12) work weeks of family and medical leave during any twelve (12) month period. An eligible employee is one who was employed by the District for at least 1,250 hours of service during the previous 52 weeks , excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits.

5.10.2 The family leave may be taken for one or more of the following reasons:

- A. The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- B. To care for a spouse, son, daughter, or parent who has a serious health condition;
- C. For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- D. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement. Intermittent leave may be permitted under the FMLA under certain circumstances. Contact Human Resources for information and leave application.

**ARTICLE VI
HEALTH AND WELFARE**

6.1 Health and Welfare Benefits

- 6.1.1 For each year of this agreement the District shall pass through the full state health and welfare insurance allocation of per 1.0 FTE. In addition, the District shall locally fund the HCA retiree subsidy charge per month per 1.0 FTE on behalf of the employee, which would otherwise be deducted from the state allocation. The amounts will be published by the payroll department each year.
- 6.1.2 These benefit monies must first be applied toward the following required basic District programs as defined in the Renton School District Benefits Handbook.
 - A. Dental
 - B. Vision
 - C. \$40,000 Term Life and Accidental Death
 - D. Long Term Disability
- 6.1.3 The remaining monies, after application to the above, shall be applied, at the employee's option, to one of the District's basic medical insurance programs until the maximum District benefit monies are exhausted.
- 6.1.4 The mutually agreed upon insurance programs for optional benefits are:
 - A. Optional Life
 - B. Optional Short/Long Term Disability
 - C. Flexible Spending Accounts
 - D. Long Term Care Insurance
- 6.1.5 Benefits calculation will be based on the number of hours an employee works (including paid holidays) divided by 1440 hours. Benefit FTE cannot exceed 1.0. Employee eligibility will be as follows:
 - A. .7960 to 1.0 benefit FTE: the required dental, vision, life and long term disability premiums will be deducted first and the remainder can be applied to medical insurance.

- B. .001 to .7959 benefit FTE: The prorated amount may be used for medical insurance only as provided under the provision of the insurance carrier(s).

6.1.7 The District and the Union recognize that the monthly provision may not be fully utilized due to some employees selecting less coverage than would be paid by the District. **THEREFORE**, the District will identify the unutilized portion and distribute such amount, if any, to employees whose coverage exceeds the District contribution (pooling). The unutilized portion shall be computed by the District based upon the payroll for October, with adjustments made for changes in employee participation in group insurance programs. The new maximum monthly provision will be implemented beginning with the November payroll and continuing through the October payroll, provided that in no case shall an employee receive more than the amount necessary to pay for District insurance programs selected by the employee the District will provide contributions for optional benefit plans, in addition to basic benefits, only if:

- A. Each full-time employee included in the District's pooling arrangement is offered basic benefits, including coverage for dependents, without a payroll deduction for premium charge(s);
- B. Each full-time employee included in the pooling arrangement, regardless of the number of dependents receiving basic coverage, receives the same additional District contribution for other coverage or optional benefits; and
- C. For part-time employees included in the pooling arrangement, participation in optional benefit plans shall be governed by the same eligibility criteria and/or proration of District contributions used for allocation for basic benefits.

Pursuant to RCW 28A.400.275, the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that the above insurance agreement is for a term of one year.

6.1.8 Beginning with the 1989-90 school year, 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.

6.1.9 In the event of inability of an employee to work due to illness or non-occupational accident, the District will make its monthly contributions to mandatory benefits and medical insurance for a period of three (3) months following the expiration of sick leave, and if the employee desires to continue

the benefit of this Health and Welfare Plan, he/she may do so by making the required payments to the District.

In either event the employee must actually be incapacitated from work by such illness or non-occupational accident and shall, in fact, not be working anywhere. This benefit may not be added to paid benefits offered under Section 5.10 Family Medical Leave Act.

6.2 Retirement

6.2.1 All employees covered by this Agreement shall be members of the Public Employees Retirement System as required by law.

6.2.2 The bookkeeping cost of membership in this retirement system shall be borne by the District.

6.3 Workers' Compensation

6.3.1 The District is a self-insured employer and pays all costs of industrial insurance, including compensation payments and medical costs in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The basic concept is that an employee must be paid compensation when the time lost as a result of an on-the-job injury or illness will result in loss of income.

6.3.2 When injured on the job, the employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with District and State insurance procedures. The employee must take the Providers Initial Report to the physician who treats the employee for the injury. A worker is entitled to workers' compensation if he/she has sought medical attention and is not cleared by a physician to return to work within three (3) calendar days following an on-the-job injury or illness.

6.3.3 In addition to the minimum compensation required by law, the District will pay the employee's regular wages on the day of the injury and the three (3) days following the injury. The District will continue to pay the injured employee full wages for sixty (60) days following the on-the-job injury by paying the employee the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount the employee would have normally earned.

6.3.4 Sixty-one (61) days following the original injury, the employee still receiving workers' compensation may elect to:

A. receive workers' compensation only in compliance with Industrial Insurance Laws of the State of Washington OR

- B. use any accumulated sick leave. The District shall pay the employee an amount equal to the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount the employee would have normally earned, to the limit of accumulated Sick Leave. A deduction shall be made from the employee's accumulated sick leave proportionate to the percent of time-loss paid to the employee by the District in excess of Washington State Industrial Insurance Law payments. In the event of any overpayment, the District shall make a correction thereof on a reasonable basis. After the exhaustion of accumulated sick leave, the employee will remain eligible for workers' compensation under the provisions of the Industrial Insurance Laws of the State of Washington.
- 6.3.5 The employee must notify Human Resources of any absences beyond the day the injury occurred.
- 6.3.6 The employee must have a physician's written authorization to return to work and shall return to regular duty when authorized to do so by a physician. The employee will return to a light duty position as authorized by a physician and when a light duty position is available.
- 6.3.7 The District reserves the right to assign an alternate work assignment in coordination with and on the approval of the individual's physician or a District selected physician in cases of partial or temporary disability.
- 6.3.8 After sixty (60) days the District reserves the right to require independent medical evaluations by physicians of the District's choice and at the District's expense for employees claiming on-the-job injury.
- 6.3.9 Until the employee qualifies for a disability under the Industrial Insurance Laws of the State of Washington or for up to one (1) year following the date of the injury, whichever is first, the employee will remain eligible for District benefits with eligibility for insurance benefits being contingent upon insurance policy provisions.
- 6.3.10 Absence from work for medical treatment only does not qualify for compensation under the Industrial Insurance Laws of the State of Washington. The District will pay employees their regular wages for absence due to medical treatment during the first sixty (60) days. Employees may use accumulated sick leave to cover absences for medical treatment after the first sixty (60) days following the day of the on-the-job injury. The District will pay all medical costs covered by the provisions of the law.

6.4 Annuities

The District shall, upon receipt of written authorization from an employee, and provided five (5) or more employees have previously made the same request, deduct from the employee's salary and make appropriate remittance for a tax-sheltered annuity chosen by the employee. If the number of employees participating in a TSA plan newly authorized pursuant to this provision at any time drops in number of employees to below five (5), the District may exercise the option to discontinue the deduction privilege.

**ARTICLE VII
SALARIES**

7.1 All employees shall be paid according to their proper classification step and conditions as set forth in Appendix "A". Should the State authorize and fund any COLA/pass through or other designated wage adjustments for classified salaries higher than the amounts shown below, the District will adjust the Salary Schedule to the percentage allocated in the State Appropriations Act.

7.2 Effect of Termination

None of the provisions of Section 7.1 shall be subject to subsection 1 of RCW 41.56.123, or to any similar legislation that may hereinafter be enacted. It shall be deemed that Section 7.1 terminates on August 31, 2019.

**ARTICLE VIII
GRIEVANCE PROCEDURES**

8.1 Scope

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of employee grievances and disputes over:

8.1.1 The interpretation and application of this Agreement.

8.1.2 The interpretation and application of specific written District Policy, Rule, or Regulations.

8.1.3 Grievance Defined

A grievance is an alleged violation or misapplication of a specific article or section of this Agreement or an alleged violation or misapplication of a specific written District Policy, Rule, or Regulation.

8.1.4 Resolutions

Employees may request confirmation and/or signature by appropriate Union officials prior to the implementation of grievance resolution.

8.1.5 Time Limits

The Union and the District may mutually agree in writing to extend the time limits at any one of the steps.

8.2 Grievance Steps

8.2.1 Informal Step

The employee's concerns will be presented verbally by the employee to the immediate supervisor within ten (10) working days of the date that the employee first had actual knowledge of the grievable act. The employee may have Union representation present at the meeting at his or her discretion. Every effort shall be made by all concerned in an informal manner to develop an understanding of the facts and the issues in order to create a climate which will lead to resolution of the problem. Resolution(s) resulting from these discussion(s) are not necessarily precedential in nature. If the employee is not satisfied with the informal discussion(s) relative to the matter in question, he/she may proceed to the formal grievance procedure Step One. This Informal Step does not apply to the Union as an individual grievant.

8.2.2 Step One

An employee or the Union shall commence the grievance procedure by filing a written grievance with the appropriate supervisor. A written grievance must be submitted within ten (10) working days of the conclusion of the Informal Step described in 8.2.1 above, and must contain, at a minimum, the following data:

- A. The nature of the grievance;
- B. The sections of the Agreement or District Rule/Policy allegedly violated;
- C. The specific remedy sought.

Grievances must be signed and dated by the grievant. Within fifteen (15) working days of receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.

8.2.3 Step Two

If the grievance is not resolved to the grievant's satisfaction at Step One, the grievant may, within fifteen (15) working days after the last day the immediate supervisor has to respond in Step One, submit his grievance to the Superintendent or his designee. Within fifteen (15) working days of the receipt of the written grievance, the Superintendent or his designee shall conduct a hearing to investigate and review the grievance. If the grievance involves a charge of discrimination, the Superintendent may extend the timelines at this level up to fifteen (15) working days. Both the grievant and the Union shall be notified of the date, time, and place of the hearing. The employee shall be entitled to Union representation at the hearing. Within fifteen (15) working days after the hearing, the Superintendent or his designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.

8.2.4 Step Three

If the grievant is not satisfied with the resolution at Step Two, the grievant may, within fifteen (15) working days after the last day the Superintendent or his designee has to provide the grievant with a written answer in Step Two, submit a written request to the Union that his/her grievance proceed to arbitration. Within fifteen (15) working days of receipt of the grievant's written request, the Union shall notify the grievant of its decision as to the validity of the grievance at that point and as to whether or not the Union will proceed with the grievance to arbitration. If the decision is not to proceed, then the grievant may not independently file for arbitration of his/her grievance pursuant to step Four-A. If the Union determines the grievance to be valid and

it decides to proceed, then the Union shall assist the grievant in pursuing his/her grievance through arbitration, pursuant to Step Four-A.

8.2.5 Step Four-A

If the grievance is not resolved at Step Three, The Union may, within fifteen (15) working days after receipt of the written response from Step Three, submit the grievance to the Public Employment Relations Commission for arbitration under their rules and within the following guidelines:

- 8.2.5.1 The arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation, or alleged violation of specific articles and/or sections of this Agreement.
- 8.2.5.2 There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Union, the employee(s) involved, and the District.
- 8.2.5.3 The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 8.2.5.4 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in Section 8.2.5.1.

8.2.6 Step Four-B

If the grievant is not satisfied with the resolution at Step Three, and the Union believes the grievance to be valid, and provided that the grievance has to do with an alleged violation or misapplication of a specific written District Policy, Rule, or Regulation, he/she may, within fifteen (15) calendar days of receipt of the written response from Step Three, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:

- 8.2.6.1 The Board may employ a Hearing Officer to hear the case in its stead.
- 8.2.6.2 The Board may hear the case itself.
- 8.2.6.3 The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.

8.2.6.4 The grievant shall be notified of said hearing at least five (5) days prior to the set date.

8.2.6.5 The Secretary of the Board shall, within fifteen (15) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the employee Union if appropriate.

8.3 The grievance or arbitration discussions shall take place whenever possible on school time. The District shall not discriminate against any individual employee or the Union for taking action under this Article.

**ARTICLE IX
MANAGEMENT RIGHTS**

9.1 Recognition

- 9.1.1 The Union recognizes the District's inherent and traditional right to manage its business, as has been its practice in the past.
- 9.1.2 The Union recognizes the right of the District to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to layoff, terminate and otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this Agreement; the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work and to introduce new improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting time and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.
- 9.1.3 The exercise of the District's rights stated herein is an exclusive function of Management.
- 9.1.4 The exercise of the Management Rights herein does not modify the employee's right to appeal through the grievance procedure as set forth in the Agreement when, in the opinion of the Union, such exercise violates the letter and intent of the Agreement.

**ARTICLE X
CONDITIONS OF AGREEMENT**

10.1 Severability

10.1.1 In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

10.2 Successors

10.2.1 In the event the District shall, by merger, consolidation, sale of assets, lease, franchise or by any other means enter into an agreement with another school district which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor school district shall be bound by each and every provision of the Agreement.

10.2.2 The District shall have an affirmative duty to call this provision of the Agreement to the attention of any school district or individual with which it seeks to make such an agreement as outlined in Section 10.2.1.

10.3 Termination

10.3.1 The term of this Agreement shall be September 1, 2015 through August 31, 2017.

This Agreement shall not be modified without the consent of both parties and shall remain in effect through August 31, 2017; **PROVIDED**, however, that this Agreement shall be reopened for negotiations for the second and third year for salary survey implementation.

This Agreement shall be reopened as necessary to consider the impact of legislative action which may affect the terms and conditions herein. All Agreement modifications will be in conformance with State legislative action and the attending WAC's and if found not in conformance by SPI or other government regulatory agencies or a court of law the provisions in question shall be deemed invalid and proper modifications and necessary adjustments shall be made to bring the District into conformance. Also, collective bargaining may be initiated at the request of either party to adjust, where necessary, agreement language to reflect the adjustments that have been necessary to bring the District into compliance with the law.

SIGNATURE PAGE

Signed this 16th day of January, 2018.

For the District

SERVICE EMPLOYEES
INTERNATIONAL UNION,
RENTON CHAPTER, LOCAL 925

/s/Beth Porter

/s/Christie Lind

/s/Joe Lamborn

/s/Cindy Elizalde

/s/Chris Dillon

/s/Gary Stallman

/s/Rosie Zanto

APPENDIX A
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
September 1, 2017- August 31, 2018
Custodial Salary Schedule

<u>CLASSIFICATION</u>	<u>HOURLY</u>
Custodian I	\$20.52
Custodian II	\$20.92
Custodian III	\$21.73
Custodian IV	\$23.81
Custodian V	\$24.07
Custodial Support Technician	\$27.75
Substitute Custodian I	\$17.52 (\$3 less than Custodian I)
Substitute Custodian II*	\$18.52 (\$2 less than Custodian I)

NOTES:

- A. 6.3% Increase (2.3% COLA and 4% Bargained Increase)
- B. Premium pay of fifty (\$0.50) per hour will be paid to all employees who work between the hours of twelve o'clock (12:00) midnight and five o'clock (5:00) a.m.
- C. Substitute Custodian I pay will be \$3 less than Custodian I pay.
- D. Substitute Custodian II pay will be \$2 less than Custodian I pay.
- E. Substitute II pay will be offered to all substitutes with five (5) years of K-12 school district experience.

Boiler Operator Premium Pay

- Custodian II: Premium pay of eighty-one dollars (\$81.00) per month will be paid to employees who have assigned responsibility for a boiler system and hold a current boiler license.
- Custodian III and V: Premium pay of eighty-nine dollars (\$89.00) per month will be paid to employees who have assigned responsibility for a boiler system and hold a current boiler license.
- District employees who are required to maintain a boiler license will be responsible for renewing their license within the appropriate time period.
- Upon receiving the renewed license, the employee is to submit one (1) copy to the Human Resources Office and one (1) copy to the District Maintenance Department.
- Upon receipt of the renewed license and appropriate proof of payment, the District will reimburse the employee the license renewal fee.

APPENDIX B
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
September 1,2017- August 31, 2018
Grounds Salary Schedule

<u>CLASSIFICATION</u>	<u>HOURLY</u>
Grounds Worker I	\$24.78
Grounds Worker II	\$26.05
Equipment Operator I	\$26.69
Equipment Operator II	\$27.80
Grounds Lead	\$33.59

NOTES:

- A. Upon completion of the employee's second (2nd) consecutive anniversary date at Grounds Worker I, he/she shall automatically move to Grounds Worker II. Or, upon completing the probationary period, if the employee has one or more years of comparable experience, and a satisfactory annual evaluation, and passes a skills assessment mutually agreed upon and jointly administered by the Union and the District, they shall move to Grounds Worker II.
- B. Any Grounds Worker performing Equipment Operator work will be paid at the Equipment Operator II rate.
- C. 6.3% Increase (2.3% COLA and 4% Bargained Increase)

APPENDIX C
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
September 1, 2018- August 31, 2019
Salary Schedule Parameters

Wages for 2018-2019 will be at the 2017-2018 rate plus COLA as identified by the State. Substitute Custodian I will be \$3 less than the Custodian I rate and Substitute Custodian II will be \$2 less than the Custodian I rate.

Either party may reopen the contract in the event:

- A. The State or Federal Government appropriates or decreases funds for wages, benefits, working conditions, or significantly changes funding.
- B. The State or Federal Government authorizes additional or decreases local levy authority specifically for the purpose of granting increased or decreased compensation, benefits and/or supplemental benefits.
- C. Classified staff salary allocations significantly change under HB 2242, or subsequent legislation.

APPENDIX D
Performance Appraisal
Renton School District Classified Staff

Employee: _____

Date: _____

Job Title: _____

Location: _____

Evaluation Period (date range): _____

Evaluator _____

Type of review: 90 Day Annual

Ratings and Definitions

Exceeds Expectations	Consistently and frequently exceeds expectations. Performance is above what is normally expected for the position.
Meets Expectations	Consistently meets the expectations of the position. Performance is as expected and sometimes beyond expectations. Day-to-day performance is consistent and the individual consistently works independently with an appropriate amount of supervision. Performance is appropriate for the level of experience.
Does Not Meet Expectations	Consistently fails to meet expectations for the position. Immediate and substantial improvement is necessary.

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Knowledge, Skills & Abilities re: Job Description Executes job performance responsibilities as indicated in job description.				
Planning/Organization/Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities. Utilizes resources efficiently and effectively.				
Dependability Promptly and reliably reports to duty, works their full shift, cares for property, and carries out instructions.				
Collaboration/Interpersonal Skills Builds constructive and effective relationships; demonstrates an understanding of the value of providing high quality service; demonstrates cooperation and teamwork.				

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Communication Demonstrates ability to communicate and relate effectively with:				
❖ Students				
❖ Staff				
❖ Community				
Student Interactions Contributes to student environment by understanding routines and procedures while demonstrating professional behavior and demeanor.				
Critical Thinking/Problem Solving/Judgment Demonstrates ability to analyze situations, assess problems and make appropriate decisions.				
Initiative Strives for continual professional growth; demonstrates self-reliance and takes responsibility for work with minimal supervision.				
Quality of Work Produces accurate, thorough, professional work. Monitors process, progress, and results and adjusts as needed.				

Optional Self-Reflection received and reviewed: ___Yes ___No
For Paraeducators: Teacher input form received and reviewed: ___Yes ___No If Yes, attach form
Evaluator Statement of Overall Performance and Recommendations Ratings of Exceeds or Does Not Meet Expectations require comments with specific examples.
If temporary assignment, recommend for rehire? ___Yes ___No
Employee Comments

--

Goals for Next Review Period (Optional)

Evaluator Comments/Suggestions
Employee Comments/Suggestions

Employee Acknowledgement: I have read and had an opportunity to discuss this evaluation with my supervisor. My signature does not necessarily indicate agreement. I have received a copy of this evaluation.	
Employee Signature	Date
Evaluator Acknowledgement: I have discussed this evaluation with the employee.	
Evaluator Signature	Date

APPENDIX E
Employee Self-Reflection

Optional – Submit to Supervisor prior to annual evaluation

Employee: _____ Date: _____

Job Title: _____ Location: _____

Evaluation Period (date range): _____ Evaluator _____

Instructions: Employees have the option of providing self-reflection on their professional practice to their supervisor prior to the annual evaluation. The self-reflection can be on all or some of the Evaluation Criteria/Expectations. The Supervisor will consider input from the employee self-reflection when completing the annual evaluation. For your information, these are the ratings and definitions your supervisor will use for your annual Performance Appraisal.

Ratings and Definitions

Exceeds Expectations	Consistently and frequently exceeds expectations. Performance is above what is normally expected for the position.
Meets Expectations	Consistently meets the expectations of the position. Performance is as expected and sometimes beyond expectations. Day-to-day performance is consistent and the individual consistently works independently with an appropriate amount of supervision. Performance is appropriate for the level of experience.
Does Not Meet Expectations	Consistently fails to meet expectations for the position. Immediate and substantial improvement is necessary.

Criteria/Expectations – *You are encouraged to share examples of your work in these areas.*

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Knowledge, Skills & Abilities re: Job Description Executes job performance responsibilities as indicated in job description.				
Planning/Organization/Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities. Utilizes resources efficiently and effectively.				
Dependability Promptly and reliably reports to duty, works their full shift, cares for property, and carries out instructions.				

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Collaboration/Interpersonal Skills Builds constructive and effective relationships; demonstrates an understanding of the value of providing high quality service; demonstrates cooperation and teamwork.				
Communication Demonstrates ability to communicate and relate effectively with:				
<ul style="list-style-type: none"> ❖ Students 				
<ul style="list-style-type: none"> ❖ Staff 				
<ul style="list-style-type: none"> ❖ Community 				
Student Interactions Contributes to student environment by understanding routines and procedures while demonstrating professional behavior and demeanor.				
Critical Thinking/Problem Solving/Judgment Demonstrates ability to analyze situations, assess problems and make appropriate decisions.				
Initiative Strives for continual professional growth; demonstrates self-reliance and takes responsibility for work with minimal supervision.				
Quality of Work Produces accurate, thorough, professional work. Monitors process, progress, and results and adjusts as needed.				

Employee Comments

Goals for Next Review Period (Optional)

Trainings I would like to take next year (Optional)

MEMORANDUM OF UNDERSTANDING
by and between
RENTON SCHOOL DISTRICT (RSD)
and
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
Regarding Combination Custodial/Grounds Position

We, the undersigned, on behalf of the Renton School District (“District”) and the Service Employees International Union (SEIU), Local 925 (“Union”) agree to the following:

1. In recognition of the District’s budget limitations and the Union’s interest in maintaining full-time, 1.0 FTE positions, a combination position split between custodial and grounds work may be instituted.
2. The position shall be set at Custodial Level II and entry level grounds rate of pay. The work schedule shall establish the time segment in the year allocated separately to custodial work and grounds work.
3. The incumbent hired shall accrue seniority separately by time worked in each position for purposes of promotion or transfer.
4. For purposes of reduction-in-force, District seniority shall be used.
5. Probationary status:
 - 5.1 Existing custodial employees hired in positions who have completed their custodial probationary period shall have to complete ninety (90) days for grounds probationary status;
 - 5.2 New employees shall serve sixty (60) days probation in each segment. (60 days custodial; 60 days grounds)
6. Any overtime worked shall be paid at blended rate of the two positions.
7. The terms of the combination position shall be reviewed through Joint Labor Management Committee.

/s/Beth Porter
For the District

/s/Christie Lind and Rosie Zanto
For the Union

1/16/18
Date

1/16/18
Date

MEMORANDUM OF UNDERSTANDING
by and between
RENTON SCHOOL DISTRICT (RSD)
and
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
Regarding Equipment Operator Commercial Driver License Requirement

If a currently employed Equipment Operator fails to obtain their CDL, or loses their CDL due to reasons beyond their control, such as medical condition, they will be held harmless and grandfathered into the full compensation for an Equipment Operator with a CDL. The former shall apply to all future Equipment Operators who lose their CDL for reasons beyond their control.

If a currently-employed Equipment Operator's CDL is revoked due to reasons that are within their control, i.e. driving abstract, they will be compensated as an Equipment Operator I until they restore their CDL.

Any Grounds Worker performing Equipment Operator work will be paid at the Equipment Operator II rate for those days (see 2.8). The Equipment Operator I classification exists only for those whose CDL is revoked for reasons within the employee's control.

The District will pay for the costs of classes and testing up front for those currently employed as Equipment Operators and for those new to the position. The District agrees to pay all costs associated with earning and maintaining a CDL. These costs shall not be deducted from the training fund established in the Collective Bargaining Agreement. The training shall be on District-paid time.

Employees who are hired or promoted to Equipment Operator will enter the position as Equipment Operator II and shall be given one hundred eighty (180) days to earn their CDL. It is the intention of the District that the timeframe be achievable, and this timeframe will be re-evaluated once we have sufficient experience with the new requirement. If classes are completed by an individual, but the test is not initially passed, the District will extend the deadline reasonably, following precedent set with boiler license.

/s/Beth Porter
For the District

/s/Christie Lind and Rosie Zanto
For the Union

1/16/18
Date

1/16/18
Date

MEMORANDUM OF UNDERSTANDING
by and between
RENTON SCHOOL DISTRICT (RSD)
and
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
Regarding L&I Study

We the undersigned, on behalf of RSD and SEIU, agree as follows:

The 2015-2017 CBA contained conflicting language in Section 6.3 regarding Workers' Compensation. Section 6.3.1 stated that an employee absent due to a work place injury would receive 40% of their pay (the other 60% coming from L&I), with a deduction of 40% of a sick day, from time of injury. Section 6.3.2 allowed an injured employee to receive full pay without impacting sick leave during the first sixty (60) days of an absence.

The 2017-2019 CBA contains cleaned-up language regarding how absences are accounted for when an employee is on Workers' Compensation. The District will continue to pay the injured employee full wages for sixty (60) days following the on-the-job injury by paying the employee the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount the employee would have normally earned.

During the course of this agreement we will study data related to this unit's use of L&I, examining data to include, but not limited to:

1. Number of employees with L&I claims
2. Number of absences per employee per L&I claim
3. Approximate cost to the District for each L&I claim
4. Time loss paid in dollars and days

This agreement will be in place for the 2017-2019 agreement.

/s/Beth Porter
For the District

/s/Christie Lind and Rosie Zanto
For the Union

1/16/18
Date

1/16/18
Date

MEMORANDUM OF UNDERSTANDING
by and between
RENTON SCHOOL DISTRICT (RSD)
and
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
Regarding Retroactive Payment for 2017-2018 School Year

We the undersigned, on behalf of RSD and SEIU agree as follows:

The District will pay retroactive base salary increases to September 1, 2017, and the payment will be spread in the February 2018 through August 2018 pay warrants.

The District will pay retroactive non-base salary (i.e.: time sheets) increases to September 1, 2017, in a lump sum no later than the April 2018 pay warrant.

Former employees who separated service after September 1, 2017, shall have the right, within thirty (30) calendar days of separation, to contact the District to receive all retroactive pay that was earned prior to a ratified agreement.

This agreement will be in place for the 2017-2019 agreement.

/s/Beth Porter
For the District

/s/Christie Lind and Rosie Zanto
For the Union

1/16/18
Date

1/16/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
RENTON SCHOOL DISTRICT (RSD)
and
Service Employees International Union (SEIU)
Regarding Boiler Operator Premium Pay

We, the undersigned, on behalf of RSD and SEIU agree as follows:

Effective April 17, 2018, a Boiler Operator License will no longer be a requirement for Custodian II, III and V positions that have oversight of hot water boiler systems. Those custodians who possess the license will continue to be paid the premium pay as outlined in Appendix A. Those custodians who renew or earn the license will be reimbursed the license renewal fee as outlined in Appendix A.

Schools with steam boiler systems will still require relevant employees to possess a grade IV boiler license.

/s/Beth Porter
For the District

/s/Gary Stallman
For the Union

4/17/2018
Date

4/17/2018
Date

MEMORANDUM OF UNDERSTANDING
By and Between
RENTON SCHOOL DISTRICT (RSD)
and
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
New Evaluation Form

We, the undersigned, on behalf of RSD and SEIU agree as follows:

Following the work of a District-wide committee during the 2017-2018 school year, a new evaluation form, along with optional self-reflection form, has been adopted. These updated forms will be placed in a new Appendix D and E, and will be used beginning with the 2018-2019 school year.

/s/Beth Porter
For the District

/s/Rosie Zanto
For the Union

8/21/18
Date

8/21/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Service Employees International Union (SEIU)
Regarding 2018-2019 Compensation

We the undersigned, on behalf of RSD and SEIU agree as follows:

2018-19 Compensation is described in the chart below.

CLASSIFICATION	18-19
Custodian I	\$22.98
Custodian II	\$23.43
Custodian III	\$24.34
Custodian IV	\$26.67
Custodian V	\$26.96
Custodial Support Technician	\$31.08
Substitute Custodian I	\$19.98 (\$3 less than Custodian I)
Substitute Custodian II*	\$20.98 (\$2 less than Custodian I)
Grounds Worker I	\$27.75
Grounds Worker II	\$29.18
Equipment Operator I	\$29.89
Equipment Operator II	\$31.14
Grounds Lead	\$37.62

Additionally, the longevity stipend will now be as described below. Longevity will be calculated based on District hire date into a regular position.

- Any employee who has between 10 and 14 years of seniority on September 1st shall receive an annual longevity stipend of 1%.
- Any employee who has between 15 and 19 years of seniority on September 1st shall receive an annual longevity stipend of 1.5%.
- Any employee who has between 20 and 24 years of seniority on September 1st shall receive an annual longevity stipend of 2%.
- Any employee who has between 25 years or more of seniority on September 1st shall receive an annual longevity stipend of 2.5%.
- Employees whose hire date is later than September 1st shall receive a prorated portion of the annual stipend in its initial year.

This MoU will expire at the end of the 2018-2019 year.

/s/Beth Porter
For the District

/s/Christie Lind and Rosie Zanto
For the Union

10/8/18
Date

10/8/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Service Employees International Union (SEIU)
Regarding Retroactive Payment for 2018-2019 School Year

We the undersigned, on behalf of RSD and SEIU agree as follows:

The District will pay retroactive base salary increases to September 1, 2018, no later than the November 2018 pay warrant and spread equally through the August 2019 pay warrant. Retroactive pay for the longevity stipend will begin with the December 2018 pay warrant and be spread equally through the August 2019 pay warrant.

The District will pay retroactive non-base salary (i.e.: time sheets) increases to September 1, 2018, in a lump sum no later than the February 2019 pay warrant.

Former employees who separated service after September 1, 2018, shall have the right, within thirty (30) calendar days of separation, to contact the District to receive all retroactive pay that was earned prior to a ratified agreement.

This agreement will be in place for the 2017-2019 agreement.

/s/Beth Porter
For the District

/s/Christie Lind and Rosie Zanto
For the Union

10/8/18
Date

10/8/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Service Employees International Union (SEIU)
Regarding Vacation Day Cash Out

We the undersigned, on behalf of RSD and SEIU agree as follows:

Employees who work a 260-day contract may cash out up to five (5) vacation days annually. Employees must notify the District in writing by March 15, 2019, and payment will be made in the April 2019 pay warrant.

This language will be incorporated into Article IV of the CBA when the next contract is negotiated, and this MoU will be eliminated.

/s/Beth Porter
For the District

/s/Christie Lind and Rosie Zanto
For the Union

10/8/18
Date

10/8/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Service Employees International Union (SEIU)
Regarding Personal Leave Days

We the undersigned, on behalf of RSD and SEIU agree as follows:

The deduction for Personal Convenience Leave will be modified per below.

5.7.3 An employee planning to use a personal convenience leave day or days will normally notify his/her supervisor at least two (2) days in advance. ~~Both The first days~~ shall be paid less the flat rate of \$88.00 each which shall be automatically deducted from the employee's salary ~~and a full daily salary deduct when a second day is used.~~

This language will be updated in the CBA when the next contract is negotiated, and this MoU will be eliminated.

/s/Beth Porter
For the District

/s/Christie Lind and Rosie Zanto
For the Union

10/8/18
Date

10/8/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Service Employees International Union (SEIU)
Regarding Shoe Allowance for Custodians

We the undersigned, on behalf of RSD and SEIU agree as follows:

Custodians may seek reimbursement for shoes up to \$150 per year. The shoes must be steel or composite toed shoes with an ANSI rating for at least 50 pounds. Receipts are to be submitted October 1-31 and reimbursement will take place by the end of November each year.

For 2018 only, Custodians may have until November 21, 2018, to submit receipts and reimbursement will take place by the end of December 2018.

This language will be updated in the CBA when the next contract is negotiated, and this MoU will be eliminated.

/s/Beth Porter
For the District

/s/Christie Lind
For the Union

10/12/18
Date

10/12/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
RENTON SCHOOL DISTRICT (RSD)
and
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
Regarding Washington Paid Family Medical Leave

We, the undersigned, on behalf of RSD and SEIU agree as follows:

The parties agree that the Washington Paid Family Leave program is a new program and that a trial implementation period related to the distribution of payment for the employer and the employee portions of the premium is required to allow the parties to fully evaluate the impact it will have on terms and conditions of employment.

During this trial implementation period, January 1, 2019-August 31,2019, the District will pay both employer and employee portions of the premium.

The parties agree that issue will be bargained prior to August 31, 2019 and that a final, bargained agreement will be in place regarding the distribution of payment of the employer and employee premium portions effective September 1, 2019.

/s/Beth Porter
For the District

/s/Gary Stallman
For the Union

12/14/18
Date

12/18/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
RENTON SCHOOL DISTRICT (RSD)
and
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
Regarding Relief Custodians

We, the undersigned, on behalf of RSD and SEIU agree as follows:

Relief Custodians serve an important role in Custodial Services by working flexible shifts and locations to fill-in for custodians in their absence. As such, section 2.5.5, which states, "When a change of schedule is needed, every effort will be made to provide employees with five (5) working days' notice" does not apply to Relief Custodians.

This language will be updated in the CBA when the next contract is negotiated, and this MoU will be eliminated.

/s/Beth Porter
For the District

/s/Gary Stallman
For the Union

2/19/19
Date

2/19/19
Date