

Agreement by and between

Lake Washington School  
District #414

Lake Washington  
Service Employees  
International Union  
(SEIU)

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2008-2011

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Effective August 16, 2008 through August 15, 2011

Lake Washington School District

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## RECITALS

Pursuant to the Public Employees' Collective Bargaining Act of 1967, RCW 41.56, this constitutes an Agreement between the Lake Washington School District No. 414 (Employer or District), and Service Employees International Union, Local #925 (Union).

## ARTICLE 1

### Recognition

Section 1.1 The Employer recognizes the Union as the exclusive collective bargaining representative of persons employed as regular full-time and regular part-time Instructional Assistants, Clerical Assistants, Extended Day Instructional Assistants, Safety Assistants, Head Start and Ready Start Lead Teachers, Head Start Assistant Teachers , Family Support Specialists, Technical Support Specialists.

## ARTICLE 2

### Management Rights

Section 2.1 All management rights, powers, authority and functions, shall remain vested exclusively in the District except as limited by the express provisions of this Agreement. The Union recognizes that such rights, powers, authority and functions include, but are not limited to, the Employer's full and exclusive control, management and operation of its activities, business to be transacted, functions to be performed, and methods pertaining thereto; the location of its offices, schools and places of business; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the District and the places where it is to be performed; the determination of the number, size and location of its offices, schools and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including, but not limited to, hiring, selecting and training of new employees and disciplining, suspending or discharging for cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.

Section 2.2 The District and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the District and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the District except as surrendered or limited by the express provisions of this Agreement.

## ARTICLE 3

### Discipline/Discharge

Section 3.1 Employees shall be disciplined and discharged for just cause. The issue of just cause may be determined through the arbitration provision of this Agreement.

## ARTICLE 4

### Employee Rights

Section 4.1 Neither the District, nor the Union, shall discriminate against any employee or applicant for employment by reason of race, religion, creed, color, marital status, sex, age, national origin, or the presence of any sensory, mental or physical handicap, or because of their membership or non-membership in the Union.

Section 4.2 The Union agrees and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to insure that this Agreement will not be in conflict with, or inconsistent with, the Employer's Affirmative Action Program. If issues arise that are inconsistent between the Agreement and the Program, such issues shall be resolved consistent with RCW 49.60 and WAC 162.16.

Section 4.3 Personnel files shall be maintained for each employee. Employees, upon appointment, shall have the right to inspect all contents of their complete personnel file. Employees may attach their written comments to any adverse materials in their files.

Section 4.4 Any adverse statement placed in the employee's personnel file shall be kept for a maximum of two (2) years. An employee may make a written request of the supervisor to remove the statement after one (1) year. However, in accordance with the Washington Administrative Code (WAC), any discipline administered for sexual misconduct, verbal or physical abuse as defined in WAC 181-88 may not be expunged. The supervisor's refusal to do so shall not be subject to the grievance procedure.

Section 4.5 Employees shall not be required to use their personal vehicle as a condition of employment without their consent.

Section 4.6 The Employer shall not terminate or reduce the hours of any instructional assistant positions for the purpose of assigning those hours to volunteers, student workers, or interns.

Section 4.7 It is agreed that the employees, subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join, or not to join, the Union at their discretion; subject to the provisions of Article 5 Section 5.1 Union Membership.

Section 4.8 Mileage The school district will reimburse employees for the use of their private automobile while on approved district business, at the IRS rate in effect at the time of such use.

Section 4.9 Wearing Apparel and Equipment The Employer shall provide a flashlight, batteries, whistles, safety vest, raincoat and umbrella for each crossing guard, playground supervisor, and instructional assistants who are assigned out of doors. Such equipment shall remain the property of the Employer and shall be used by the employees only during their working hours. Replacement of the above equipment is the sole responsibility of the District.

Section 4.10 Safety Each building where employees are working will conform to federal, state and local health and safety rules and regulations. School district policies GBE and GBE-R will be followed at each location.

Section 4.11 A secure place that locks in close proximity to the employee's workstation shall be provided for the storage of personal items. The supervisor will work with the employee to resolve any concerns.

## ARTICLE 5

### Union Rights

#### Section 5.1 Union Membership

Section 5.1.1 Each employee within the bargaining unit will be required, as a condition of employment, either to join the Union and execute an authorization for continuous deduction or direct payment of regular monthly dues uniformly required of members or shall pay equivalent amounts to the Union as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire. 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 provided in RCW 41.56. In the event an employee does not give written authorization for the deduction of dues, agency fees, or equivalent amounts to be paid to a non-religious charity as noted above from his/her salary, the District shall discharge the employee. This membership obligation may be satisfied by fulfilling the requirements of any membership reciprocity agreement that exists between the Union and any other labor organization. Employees who are employed an average of less than one hour per day shall be exempt from this obligation.

Section 5.1.2 No employee will be discharged by the District for non-payment of the regular monthly dues unless the Union has first notified the employee by letter that the employee is delinquent in payments, specified the current amount of such delinquency, warned him/her that unless such dues are tendered within ten (10) calendar days from the date the dues are due, he/she will be reported to the Human Resources Department for discharge. The Union will furnish the Human Resources Department 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 (10) day as to whether the employee has complied with the request for payment. The District shall inform the employee immediately upon written notice from the Union that the employee has not complied with Section 5.1.1 as required and that unless the employee complies within ten (10) calendar days, he/she will be discharged. Should the employee fail to comply, the District shall discharge the employee. The District shall not be held liable or responsible for any discharges resulting from the administration of this Article, nor shall any such discharges be subject to the grievance procedure of this Agreement.

Section 5.1.3 The Union will notify all present employees and all future employees subject to this Agreement of the terms and conditions of this Article.

#### Section 5.2 Dues Deduction

Section 5.2.1 Upon receipt of a written employee dues deduction authorization and assignment from an employee, the Employer will make the appropriate payroll deduction as certified by the Union, including any additional amounts the employee voluntarily authorizes for deduction for political purposes (COPE), and transmit the monthly dues to the Union.

Section 5.2.2 Dues deduction authorization by the employee shall be on a form attached hereto as Appendix A.

Section 5.2.3 The Union and its members shall indemnify, defend and hold the Employer harmless against any claims, demands, and suits instituted against the Employer resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Article. The Union agrees to refund to the District any money paid to it in error due to application of this Article upon presentation of proper evidence thereof.

Section 5.3 District Mail System The Union shall have the right to use the Employer's inter-school mail system for a reasonable volume of appropriate announcements relating to the conduct of Union business on behalf of the Union members. Such materials shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organization among its employees.

Section 5.4 Pertinent Data The District agrees to make available to the Union upon written request an employee list reporting name, seniority date, assignment location and hours, placement on the salary schedule, insurance plan(s), premium costs to employee, address and phone number.

Section 5.5 Building Access The authorized representatives of the Union shall upon request have access to the District's premises at any reasonable time for the purpose of adjusting grievances, investigating working conditions, or ascertaining that provisions of this Agreement are being adhered to; provided the representatives notify the supervisor of their presence and that they do not interfere with employees in the performance of their duties.

The Union shall furnish the District with the names of its authorized representatives.

Section 5.6 Bulletin Boards The District will make available reasonable space in each building for the purpose of posting Union notices of meetings, elections, and reports of Union committees, recreational and social affairs. Notices and announcements shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organization among its employees.

Section 5.7 Distribution of Agreement This entire Agreement in complete form will be reprinted and distributed by the District to all employees in the bargaining unit and to all new hires. Cost to be shared equally between the Union and the District.

#### Section 5.8 Shop Stewards

Section 5.8.1 A shop steward may be appointed in each junior high feeder area. Immediately after appointment of its shop steward(s), the Union shall furnish the Administrator of Employee Relations a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. Stewards shall be District employees and shall perform their regular duties as such but shall function as representatives of the Union.

If necessary, the steward shall be allowed reasonable time at the discretion of the Employer, to assist in processing and/or resolving grievances and other issues during regular working hours. Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of the contract but under no circumstances shall the shop steward interfere with orders of the Employer or change working conditions.

Section 5.8.2 The District will grant up to thirty (30) days per year to employees for the purpose of participating in activities associated with the administration of this agreement. Requests submitted three (3) working days in advance, if possible, shall be approved by the Superintendent or his/her designee. The Union will reimburse the District the cost of the substitute for each release day if a substitute is used.

## ARTICLE 6

### No-Strike Agreement

Section 6.1 There shall not be authorized by the Union any strike, slowdown, sick-out, or any other stoppage of work. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown, sick-out, or other stoppage of work by the Union occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

Section 6.2 If the Employer agrees that there would be immediate and real danger to the physical safety of employees by their crossing any picket line established by other labor organizations, a written agreement shall be reached between the Union and the District regarding the situation.

## ARTICLE 7

### Grievance Procedure

Section 7.1 Grievance Procedure A grievance is defined as an alleged violation of a specific provision of this Agreement.

### Section 7.2 Grievance Steps

Section 7.2.1 - Step 1, Oral Discussion The employee shall first discuss the grievance with his/her immediate supervisor. This shall be done within fifteen (15) work days after the employee should reasonably have knowledge of the occurrence which gives rise to the alleged grievance. A representative of the Union may, at the employee's option, be invited to attend and/or speak in behalf of the employee. Every effort should be made to resolve the grievance at this level in an informal manner.

Section 7.2.2 - Step 2. Grievance Reduced to Writing – Supervisory Level If no settlement is reached in Step 1, the employee, if he/she considers the grievance to be valid, will reduce to writing a statement of the grievance which will contain the following: a) the facts upon which the grievance is based; b) a reference to the articles and sections of the Agreement alleged to have been violated; and c) the remedy sought. The employee within ten (10) work days following the Step 1 discussion will submit the written grievance to the immediate supervisor for reconsideration, with copies to the Administrator of Employee Relations. The parties will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present and to speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.

Section 7.2.3 – Step 3, Next Line Administrator Level If no settlement has been reached in Step 2, within the specified time limits, and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within ten (10) work days to a central leadership team administrator designated by the Superintendent. After such submission, the designated administrator and employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose

of grievance resolution wherein the aggrieved employee is in attendance.

Section 7.2.4 – Step 4, Superintendent Level If no settlement has been reached in Step 3, within the specified time limits and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within fifteen (15) work days to the Superintendent. After such submission, the Superintendent or Deputy Superintendent and the employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present, and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance. The decision of the Superintendent or Deputy Superintendent shall be final and binding upon the parties except as provided in Section 7.2.5.

Section 7.2.5 Arbitration If a grievance is not satisfactorily resolved at Step 4, the Union may, within fourteen (14) calendar days after receipt of the written response in Step 4, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- A. The arbitrator shall have no power to change, alter, detract from, or add to the provision of this Agreement.
- B. The arbitrator's decision shall be final and binding on the Employer, and the Union and the employees involved.
- C. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. 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.
- D. The District and Union will not be permitted to assert in arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

Section 7.3 Time Limits The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the Employer or grievant, to act within the time limits will move the grievance to the next step automatically. Failure on the part of the Union to submit an appropriate grievance to arbitration shall constitute withdrawal of the grievance. The Employer and the Union may mutually agree in writing to extend the time limits at any one of the steps.

#### Section 7.4 Grievance Requirements

Section 7.4.1 Grievance claims involving retroactive compensation will be limited to no more than forty-five (45) days prior to the written submission of the grievance to the Employer.

Section 7.4.2 In arriving at any disposition or settlement, neither party shall have the authority to alter, add to, delete or amend this Agreement.

Section 7.4.3 The Employer will not discriminate against any individual employee or the Union for taking action under this Article.

Section 7.4.4 Upon a reasonable request of the Union, the Employer will cooperate in the Union's investigation of any grievance and will furnish the Union such information germane to the grievance.

Section 7.4.5 All documents, communications and records dealing with a grievance shall be filed separately from the grievant's personnel file.

Section 7.4.6 Grievance discussions shall take place whenever possible on school time, and without loss of pay or benefits, if the employee is on pay status.

Section 7.4.7 Prior to submitting written evidence in a grievance proceeding, such material shall be shown to the other party.

## ARTICLE 8

### Work Year

Section 8.1 Work Year For Instructional Assistants The length of an Instructional Assistant employee work year assignment is normally 183 days; however, this may be increased by the Employer at any time or decreased through the lay off procedure to meet the conditions created by an economic setback, inoperable facilities, a decrease in the work load, or other condition that reasonably requires a reduction in force. The building principal will determine when the three days beyond the one hundred eighty (180) days base calendar are to be worked and will communicate that information to the employee.

Section 8.1.1 Work Year for Technical Support Specialists District Technical Support Specialists have the responsibility of meeting the technology needs of the District throughout the entire year. These needs extend beyond the regular school year and in order to meet these needs the work assignment will be 260 days.

Section 8.1.2 Work Year for Head Start and Ready Start The work year for Head Start and Ready Start Lead Teachers and Family Support Specialists shall be 167 days.

Section 8.2 An employee eligible for vacation, I, I, & E leave and other benefits shall accrue said benefits while on active work status. Employees on inactive work status such as during periods of leave and time between the ending and beginning of the work year assignment shall not accrue vacation, I, I, & E leave and other benefits.

Section 8.3 Optional Day For the duration of this agreement, each Instructional Assistant may work one optional work day at per diem pay subject to supervisor approval. This provision is not available to Technical Support Specialists, Head Start and Ready Start Lead Teachers, Head Start Assistant Teachers and Family Support Specialists.

Section 8.4 Staff Development Bargaining unit members may, in addition to their normal work schedules, participate in three (3) days (prorated for part-time employees) of staff development training during each year of this Agreement. Such training shall be planned cooperatively between the employee and the building principal or supervisor and is subject to final approval by request to the deputy superintendent. Employee attendance at training programs shall be optional. Employees shall be compensated at their regular straight-time hourly rate of pay.

Section 8.5 Extra Help and Overtime When building administrators and supervisors determine that a need exists for extra help or overtime during peak work periods, they shall initiate requests through their appropriate directors. Such requests shall be given immediate attention. Upon written request from the Union, the District will identify the budget sources used to fund peak work load periods for the school year.

Section 8.6 Release Time Should the Employer require attendance of bargaining unit members at in-service/staff development activities, the Employer shall either provide release time for such attendance or pay the employee his or her hourly rate.

Section 8.7 Mandated Training The District is willing to discuss implications of any federal or state mandated training for employees when the mandate is made. This topic is appropriate for periodic meetings held between the District and the Union.

## ARTICLE 9

### Work Day

Section 9.1 Work Day The length of a work day within a department or building shall be that period of time designated by the supervisor of the department or building, not to exceed eight (8) hours and to be scheduled Monday through Friday. Flexible work hours shall be allowed where there is no disruption of the work place as determined by the building principal/supervisor.

Section 9.2 Lunch Period The length of the employee's lunch period, which shall be unpaid, free of duty, and not less than one-half (1/2) hour, shall be determined by the supervisor and will be in addition to the work day. Technical Support Specialists may elect to take such unpaid duty free lunch for a period of one-half (1/2) hour or one (1) hour provided that such election is made for the school year and does not interfere with appropriate coverage. Only those employees working four (4) hours or more per day shall receive a lunch period. The supervisor may under unusual circumstances require the employee to work through his or her scheduled lunch period. An employee who is required to work through the meal period shall be compensated for such time at the overtime rate of one and one-half (1 ½) times their rate of pay.

Section 9.3 Rest Periods Employees working from three (3) to six (6) hours per day shall receive one (1) fifteen (15) minute rest period scheduled by the supervisor as part of the paid working day. Employees working more than six (6) hours per day shall receive two (2) fifteen (15) minute rest periods.

Section 9.4 Passing Time Reasonable time will be provided in the employee's work day to move from one assignment to the next.

Section 9.5 Overtime By Permission Only Under no circumstance shall the employee work more than the assigned number of hours per day without the express permission of the building principal or central leadership team member. In the event extra hours are required and approved by the supervisor; compensatory time off or pay shall be granted at the employee's option.

Section 9.6 Overtime Pay/Compensatory Time Payment shall be made or compensatory time shall be granted at the employee's regular rate for hours up to and including forty (40) hours in the work week. Overtime pay or compensatory time at one and one-half (1 ½) times the employee's regular rate will be granted for authorized work time exceeding forty (40) hours in the work week. Compensatory time shall be granted within fifteen (15) calendar days of the time worked.

Section 9.7 Travel Time All authorized travel time between job locations shall be considered time worked.

Section 9.8 Emergency Closure Normal work hours deleted from the work day through the use of an emergency schedule may be reassigned by the supervisor at a time agreeable to the employee in order to maintain the employee's normal compensated hours.

Section 9.9 Flex Day Employees may bank up to one (1) work day to be used later in the work year on a day that is mutually agreeable between the employee and the supervisor; preferably when a substitute is not required. Should a substitute be necessary, the cost will be charged to the building budget. Records will be maintained at the building to document when hours were worked and taken.

## ARTICLE 10

### Probation Period

Section 10.1 All new employees subject to this Agreement will be on probation for the first ninety (90) working days of employment. During this period, the employee will be evaluated by the immediate supervisor. If, upon such evaluation, the employee's performance is determined to be unsatisfactory, the employee shall be terminated and such termination shall not be subject to review by the grievance procedure of this Agreement. If the employee's performance is satisfactory, a recommendation for regular employment shall be transmitted through proper channels. New regular employees will begin receiving benefits available to board approved employees. Sick leave, vacation, holidays, and other paid leave paid during the probation period would be recovered from the employee if not board approved for continued employment.

## ARTICLE 11

### Leaves

Section 11.1 Illness, Injury and Emergency Leave (I, I, & E) I, I, & E leave for regular employees shall be accrued at the rate of one prorated day per payroll month of employment. Unused I, I, & E leave shall accumulate from year to year while the employee remains in the employ of the District.

The Employer shall project the number of annual days of I, I, & E leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days of I, I, & E leave at the beginning of the school year provided that should the employee terminate prior to the end of the school year a deduction shall be made for I, I, & E leave used in excess of accrual.

Section 11.1.1 Use of Illness and Injury Leave I, I, & E pay will be paid only for periods of absence caused by the employee's personal illness, injury, medical, dental or optical appointments or the illness or injury of an immediate family member. Immediate family, for purposes of this section shall be defined as the employee's spouse or the employee's son or daughter who is 18 years of age or younger or anyone permanently living at the employee's residence and considered part of the family. The Employer may, at its discretion, and at its own expense, have the employee examined by a doctor of the Employer's choice at any time. Refusal of the employee to be so examined shall be cause for immediate discharge and said discharge shall not be subject to the grievance procedure of this agreement.

Section 11.1.2 Use of Emergency Leave Up to six (6) days per year of I, I, & E leave may be granted for absences due to:

- A. Illness or injury of a member of an employee's immediate family which requires the presence of the employee or for extension of bereavement leave because of special circumstances such as travel conditions and/or distance. Immediate family includes spouse, parent, brother, sister, child, grandparent or grandchild by blood, marriage or legal adoption.
- B. Situations will be of such a nature that generally pre-planning by the employee is not possible, one which is serious, essentially unavoidable, and of importance, not one of mere convenience. Example: a threat to the employee's property (flooding, storm, fire, serious illness of adult child or parent, etc.)

Additional I, I, & E leave beyond the 6 days may be requested due to extraordinary circumstances.

Section 11.1.3 The Employer may require the employee to submit proof of illness, injury, or emergency.

Section 11.1.4 Use of Emergency Leave - Inclement Weather The Employer and the Union recognize that inclement weather conditions may prevent the timely arrival of employees due to safety and/or other related reasons. In such situations employees may use emergency leave, earned compensatory time, discretionary leave, or with the supervisor's approval, make up the time lost.

Section 11.1.5 Reinstatement of I, I, & E Leave In the event an employee returns to the employ of the District after resignation or termination for cause, accumulated I, I, & E leave will not be re-established. In the event an employee returns to the employ of the District within three (3) years after layoff or within two (2) years after termination from probation, accumulated I, I, & E leave will be re-established upon recommendation from the Superintendent.

Section 11.1.6 Attendance Incentive Program In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration of unused leave for illness or injury accumulated in the previous year at the rate equal to one (1) day's 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 compensation, PROVIDED that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.

At the time of separation from school District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation of the employee for each four (4) full days accrued leave for illness or injury.

The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. 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.

Section 11.2 Leave for Jury Service An employee who is called for jury duty shall receive compensation at the employee's current rate of pay.

Section 11.3 Leave for Subpoena An employee who is subpoenaed to appear in court as a witness other than in his/her own behalf or interest shall receive compensation at the employee's own rate, less the amount received for fees. If the employee is plaintiff or defendant in a case, there shall be no compensation.

Section 11.4 Bereavement Leave In the event of a death in the immediate family/household of the employee, an absence of up to five (5) days with compensation at the employee's own rate will be permitted. The immediate family of an employee shall be considered a spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage, or legal adoption, or any individual permanently residing in the employee's residence and/or considered a part of the employee's immediate family. Bereavement leave shall be non-cumulative.

#### Section 11.5 Temporary Disability Leave

Section 11.5.1 Employees, subject to this Agreement, who are physically unable to perform the functions of their position for medical reasons as determined by a physician, may request a temporary disability leave. Temporary disability leave may be requested for illness, injury, surgery or because of pregnancy or childbirth and may be requested only for the period of actual disability and shall not exceed one (1) year or two (2) years in the event of an on-the-job injury.

Section 11.5.2 The employee shall file the request form with the immediate supervisor to be forwarded to Human Resources. If possible, such request shall be made at least sixty (60) calendar days prior to the proposed starting date of the leave. The actual starting date of the leave, if granted, will be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee and the employee's attending physician. The Employer may require a doctor's certification that the employee is able to continue to work, prior to the temporary disability leave request, without jeopardizing the employee's health or the safety of others.

Section 11.5.3 Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position. The Employer may, at its discretion and at its own expense, have the employee examined by a doctor of the Employer's choice at any time.

Section 11.5.4 The position of an employee on a temporary disability leave for a period of sixty (60) working days or less will be filled by substitute employee(s). The position of an employee on a temporary disability leave scheduled to exceed sixty (60) working days will be filled in accordance with Section 16.1, but specifically only for the period of the leave. Upon expiration of temporary disability leave, the employee will be assigned to the same position or its equivalent if the position no longer exists. A regular employee who has completed the probationary period and is displaced by the return of an employee from temporary disability leave will be entitled to recall under the provisions in Section 16.8.

Section 11.5.5 An employee on approved temporary disability leave will retain accrued I, I, & E leave, vacation and seniority rights. Employees granted temporary disability leave may, at their option, be allowed compensation for temporary disability leave in accordance with Section 11.1 I, I, & E leave.

Section 11.5.6 An employee who has exhausted all I, I, & E leave and is on a temporary disability leave may continue to participate in the employee health insurance programs, if available, at their own expense until the expiration of the leave.

Section 11.5.7 The District reserves the right to call for a doctor's certificate of temporary disability at any time for any number of days used in conjunction with this section.

### Section 11.6 Leave of Absence

Section 11.6.1 Upon recommendation of the immediate supervisor and approval by the Superintendent or designee, an employee may be granted a leave of absence without pay for a period not to exceed five (5) work days. An employee returning from such a leave of absence shall be reinstated to the position held at the time the request for the leave was approved without loss of seniority or benefits (i.e., personal business, union business).

Section 11.6.2 Upon recommendation of the immediate supervisor through administrative channels to the Superintendent and upon Board approval, an employee working twenty (20) hours per week or more may be granted an extended leave of absence without pay for a period not to exceed one (1) year. Applications for such leave must be made in writing on a form supplied by the District on or before April 15 of the school year immediately preceding the year in which the leave is to occur. Under unusual circumstances the employee may file a written request with the Superintendent or designee for exception to the April 15 deadline.

Section 11.6.3 An employee returning from an extended leave of absence of sixty (60) work days or less will be reinstated in the same position held prior to the leave if the position exists. An employee who returns from an extended leave in excess of sixty (60) work days will be reinstated in a vacant position for which the employee is qualified and that is equivalent in level and hours (secondary/elementary/workgroup) to that held at the time the request for leave of absence was approved; provided that if an employee refuses an offer of such employment the Employer is released from all obligation under this article. An employee may choose to be reinstated in a vacant position in the same classification/workgroup the employee last held, or in a classification/workgroup the employee previously held for which the employee is qualified, which may be at a lower rate of pay or fewer hours or both.

If an employee voluntarily accepts a position of less status and pay in order to expedite a return to active pay status, the employee shall forfeit all other rights guaranteed in this paragraph, provided that, if an employee who held a PERS position accepts a non-PERS position, he/she shall retain reinstatement rights until such time as he/she is offered a PERS position at his/her level (secondary/elementary/workgroup).

Section 11.6.4 The employee will retain accrued I, I, & E leave and other rights extended by the District while on leave of absence.

Section 11.6.5 Vacation leave, I, I, & E leave, or other benefits shall not accrue while an employee is on leave of absence.

Section 11.6.6 The employee will receive no credit for salary advancement while on leave of absence.

Section 11.6.7 If an employee on approved leave of absence does not return to work or make contact with the District within four (4) work days following the expiration date of the leave, the employee shall be considered as having resigned without notice and shall be terminated.

Section 11.7 Discretionary Leave All employees shall earn two (2) regularly assigned days off work as Discretionary Leave at full salary which shall be available for any subject to the following limitations:

- shall not be used during the first and last week of school except for employees on a technology calendar
- shall not be used for any day immediately adjacent to a holiday/school breaks unless a request for such use is made two (2) weeks in advance and approved by their immediate supervisor and, if necessary, a substitute has been secured
- no more than one person at each site shall be permitted to be on Discretionary Leave at any time if a substitute is required
- the employee shall have received the supervisor's approval at least 24 hours prior to the date requested (except as identified above)
- Discretionary Leave days shall not be charged against sick leave

Employees may opt to carryover up to three (3) unused discretionary days by notifying payroll prior to the last day of school; lack of notification will result in a cash-out of any unused days. Cash-out will be at the substitute rate for their job classification; however, at no time may an employee have a balance of more than five (5) discretionary days. Use of three (3) or more discretionary days in a row must be requested and approved at least two (2) weeks in advance and subject to the above limitations that are applicable.

Section 11.8 Child Care Leave Any employee may be granted child care leave for up to one (1) year. The request for such leave shall be in writing at least thirty (30) calendar days in advance of the proposed starting date and will clearly state the intended purpose and duration of the leave. Long-term child care leave will be without compensation and Employer benefits except that the employee will retain all seniority and benefits accrued. Seniority will not accrue during such leave. Employees returning from a child care leave will be placed in accordance with the provisions in Section 11.6.3.

#### Section 11.9 Vacation Leave

Section 11.9.1 Regular employees covered by this Agreement and working twenty (20) hours or more per week shall earn one (1) prorated vacation day per each month worked to a maximum of twelve (12) prorated days per year.

Section 11.9.2 Employees with five (5) years of service shall accrue 1.417 days of vacation leave for each month worked to a maximum of seventeen (17) prorated days per year.

Section 11.9.3 Employees after ten (10) years of service shall accrue 1.583 days of vacation leave for each month worked to a maximum of nineteen (19) prorated days per year.

Section 11.9.4 Employees after fifteen (15) years of service shall accrue 1.833 days of vacation leave for each month worked to a maximum of twenty-two (22) prorated days per year.

Section 11.9.5 Earned vacation shall be paid in even increments over the twelve-month period.

Section 11.9.6 Upon termination from regular service, an employee will be paid for his/her accumulated vacation hours provided the employee provides ten (10) work days written notice of separation.

Section 11.9.7 In the event of an employee's death, all accrued vacation days shall be paid to the employee's estate.

## ARTICLE 12

### Labor/Management Committee

Section 12.1 A committee composed of representatives of the Union and the District will meet on a monthly basis to discuss and attempt to resolve issues that arise.

## ARTICLE 13

### Holidays

Section 13.1 Regular employees covered by this Agreement, working twenty (20) hours or more per week, shall receive the following prorated paid holidays:

Labor Day*	Day Before New Year's Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	President's Day
Day before Christmas	Memorial Day
Christmas Day	Independence Day

\*If employee work year begins prior to Labor Day.

Provided that:

- A. They are not on leave of absence or furlough, and
- B. They have worked half the work days in the calendar month in which the holiday occurs.

Section 13.2 Whenever any holiday recognized within this Agreement falls upon a Saturday or Sunday, the Superintendent or designee shall determine and designate the day to be recognized as the holiday. Such designation shall be consistent with the school calendar.

Section 13.3 Regular employees covered by this Agreement, working four (4) hours per day or more who work on holidays recognized within this agreement shall be paid for the hours worked at one and one-half (1 ½) times their regular rate of pay in addition to the above holiday pay.

## ARTICLE 14

### Compensation

Section 14.1 Automatic Payroll Deposit Effective January 1, 1997, all employees covered by this Agreement shall, as a condition of employment, authorize the automatic deposit of their earnings to a banking institution of their choice.

Only very limited exceptions to this rule shall be considered by the Employer. The Union specifically agrees to assist the Employer in enforcing this provision. There shall be no exception to this provision for new employees hired after January 1, 1997.

Section 14.2 Wage Schedule All employees covered by this Agreement shall be paid according to their proper step as set forth in Appendix B. The rates established in Appendix B shall be adjusted by any additional state flow through or cost of living adjustment monies as provided by law.

For school level IA's, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Steps B, C, and, D using the data as of December 31<sup>st</sup> of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step A 62.979 FTE, Step B 41.386 FTE, Step C 26.991 FTE, Step D 48.584 FTE).

For Head Start Assistant Teachers , an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Step B using the data as of December 31<sup>st</sup> of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step B 1.444 FTE).

For Head Start and Ready Start Teachers, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Step B using the data as of December 31<sup>st</sup> of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step B 4.098 FTE).

For Family Support Specialist, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Step B using the data as of December 31<sup>st</sup> of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step B 1.385 FTE).

In maintaining the distribution, employees may be moved to higher steps. Such movement shall be made based on the seniority of employees on the step immediately below and step they are moving to. Employees shall not move backward as a result of these reviews. Movement shall be based on total FTE not individual employees. The Union will be notified prior to final implementation.

Should a downsizing or reduction in force occur, the distribution in higher steps will be maintained until the more junior step is exhausted of FTE.

Section 14.3 In the event a para-educator or secretary is absent and there are no para-educator or secretary substitutes and an IA is assigned to perform the duties and responsibilities of a para-educator or secretary, such IA shall be entitled to a differential of one dollar and fifty cents (\$1.50) per hour for the hours performing para-educator and secretary duties.

## ARTICLE 15

### Insurance

Section 15.1 For all employees the Employer shall contribute a sum of money equal to the eligible regular employee's FTE portion of the state funded contribution per month, plus a monthly supplement of twelve dollars (\$12.00) to the benefit pool identified in Section 15.2 below, toward the cost of Employer approved group medical, dental and life insurance. An FTE shall constitute 1440 or more hours in a school year. This provision will apply to the extent that

the state allows the Employer to continue providing these benefit dollars above state allocation levels.

To be eligible for such coverage, the regular employee must work twenty (20) or more hours per week. Such contribution shall first include the full cost of dental insurance and life insurance in an amount equal to the employee's annual salary to the nearest thousand dollars, based on hours of work assigned as of November 1. For new employees the life insurance amount shall be based upon initial assignment. Such contribution shall be made twelve (12) months of each year on the condition that the employee sign and return his/her Notification of Continued Employment.

Section 15.2 All insurance money mentioned in 15.1 above which is not used by eligible regular employees shall be placed in a pool. In addition, the monies saved by the District as well as any unclaimed monies from bargaining unit members utilizing Section 125 Medical Reimbursement and Dependant Care plans will be added to this benefit pool. Each eligible regular employee may draw on this pool according to his or her needs and the provisions of the policies. Should the need of all employees exceed the amount in the pool, each employee's individual benefit shall be reduced the same dollar amount, provided that no eligible regular employee's insurance benefit shall be reduced below his/her FTE allowable benefit.

## ARTICLE 16

### Personnel Actions

#### Section 16.1 Vacancies

Section 16.1.1 Definition A vacancy shall be defined as a position opening as determined by the Employer. The Employer shall not fill any vacant position with a substitute employee for longer than 45 work days.

#### Section 16.1.2 Procedure for Filling Vacancies

- A. The Human Resources Department will make every effort to post vacancies within ten (10) working days of receipt of a requisition from the principal or program manager.
- B. Position vacancies within the bargaining unit that cannot be filled by a qualified laid-off employee will be posted in all District facilities for five (5) workdays.
- C. Bargaining unit employees may apply for any posted vacant position. Employees currently working in the job classification or building/workgroup of the vacant position shall be given preference by district seniority provided they are qualified.
- D. If no one in the current job classification or building/workgroup applies for the open position, the employee with the earliest seniority date who is fully qualified to perform the work involved shall fill the vacant position when qualifications and performance are substantially equal with others who sought the vacancy. Where it can be clearly substantiated that an outside applicant or substitute possesses greater qualifications, the Employer may fill the position with such person.
- E. Employees not selected for a vacant position will be notified by the Human Resource Department within five (5) workdays following the close of the selection process. The notification will state that the employee was not selected for the position and

inform them that they can follow-up with one of the interviewers, citing proper contact information, to discuss the Employer's reasoning. If there has been a bypass of a senior bargaining unit employee in lieu of a more qualified applicant, such notification to the senior employee will also include the reason the employee was not selected for the position.

- F. Employees promoted to a new position may be placed in the position for a trial period of forty (40) workdays until he/she demonstrates the skills and abilities necessary to assume the position on a permanent basis. After a period of twenty (20) working days, the employee may determine that the placement is not appropriate and may elect to be returned to the position from which they last held. Should the employee remain in the position beyond twenty (20) working days, prior to the completion of the forty (40) day trial period, the administrator/supervisor may determine that the assignment is not appropriate and the employee shall return to the position they held.
- G. If the vacant position cannot be filled by a qualified applicant internally or externally, the employer may consider less qualified bargaining unit employees who applied for the position, in seniority order, for training into the position. If the Employer elects to offer a training opportunity, the following conditions may apply:
  - 1. The employee may have a trial service period. The trial service period shall not exceed six (6) months unless mutually agreed by the Employer and the Union.
  - 2. The trial service period may include a training plan with learning achievement goals.
  - 3. If the supervisor determines that the trial service period has been unsuccessful, the employee shall return to a position in their prior job classification, if available. If a position in their prior job title is not available they shall be placed into the layoff recall pool.

Section 16.3 District Seniority District seniority shall mean length of continuous service within the bargaining unit.

Section 16.4 Building/Workgroup Seniority Building seniority for Instructional Assistants shall mean the length of continuous service within the Instructional Assistant's current building. Workgroup Seniority for Technical Support Specialists, Extended Day IAs, Head Start and Ready Start Head Teachers, Head Start Assistant Teachers, and Family Support Specialists shall mean the length of continuous service within the specific workgroup.

Section 16.5 Initial Assignment of Hours Basic Allocation Hours are those hours that the District assigns to the buildings/programs in the spring.

Section 16.5.1 Assignment for the Coming School Year In making assignments for the coming school year, principals/program managers will establish with the instructional assistants currently assigned to their schools and programs their preferences for assignments and hours of work for the upcoming year utilizing the "Initial Assignment Preference Form" (Appendix C).

Section 16.5.2 Spring Assignment of Hours Principals/program managers will make assignments for the coming school year taking into account the preferences and building/workgroup seniority of the instructional assistants, qualifications and program needs. A senior Instructional Assistant who has requested a preference of hours shall not be assigned fewer hours than a less senior instructional assistant. The principal/program manager will post in a common area the schedule of assigned hours at the end of the school year and just before

the new school year begins. As changes are made to the assigned hours, the schedule will be reposted.

Prior to the close of the school year, basic allocation hours will be determined by the principal/program manager and assigned to the employee currently holding those hours, regardless of seniority. If the instructional assistant holding those hours does not wish to continue with those hours, they will first be offered to other qualified instructional assistants at the site in seniority order.

If there are less than four (4) hours that are not selected by the building instructional assistants, the principal/program manager will assign those hours equitably beginning with the least senior person. If there are four (4) hour or more not selected, they will be posted as a vacant position.

Section 16.5.3 Assignment of Additional Hours When time is added to a building or program the principal/program manager will first notify the employees in the affected program/classroom and then post on the staff bulletin board the additional time available.

Those interested shall notify the principal/program manager of such interest. The additional time will be offered first to the employee in the affected program/classroom, second to employees in the building preference pool and third to the employee with the most building/workgroup seniority provided that person is qualified and available and student and program needs are met.

Time assigned through this procedure shall not be considered continuing hours for the purpose of assigning hours for the coming school year if such time is assigned after October 15<sup>th</sup>, assigned due to a class size remedy, or other conditions of a temporary nature. This provision shall not apply if such time is assigned from the building preference pool.

If a disagreement occurs over the time assigned and cannot be resolved through informal discussions between the Union and the Employer, the issue maybe grieved beginning with the Deputy Superintendent at Step 4 of the grievance procedure.

Section 16.6 Termination of Seniority Seniority shall cease upon: discharge; voluntary termination; expiration of recall rights; or leaving the bargaining unit to accept a position within the District but outside the bargaining unit.

#### Section 16.7 Layoff and Reduction in Hours

##### Section 16.7.1 Reduction in Hours Definitions:

- An employee shall be deemed to have been reduced-in-hours when their current annual assigned hours are reduced below their previous continuing hours.
- Previous continuing hours shall be those hours assigned to an employee prior to October 15<sup>th</sup> of the previous work year, consistent with Section 16.5.

##### Section 16.7.2 Reduction in Hours Procedure

- A. When reductions in hours are necessary at a site, the reduction shall affect employees in building/workgroup seniority order with the least senior employee being affected first, to the extent possible within the parameters required by building/program needs.

- B. If building/program needs or the qualifications of an employee do not permit the reduction of the least senior employee's hours, the reduction process will continue from the next least senior employee until the number of hours lost by senior employees has been offered to those employees.
- C. If, after this process, an employee has been reduced below four (4) hours they may, at their option, elect to be identified as laid-off and enter into the layoff and recall procedures. Employees have five (5) workdays in which to make the decision to be laid-off and such decision shall be final.
- D. If, after this process, an employee has been reduced to zero hours they shall be deemed to be laid-off and shall enter into the layoff and recall procedures.
- E. An employee who is reduced in hours shall be placed in a building/workgroup preference pool for the following year, ending after the Initial Assignment of Hours procedure has been completed.
- F. During the period the building/workgroup preference pool is in effect if any additional hours become available they shall be offered to employees in the building/workgroup preference pool in compliance with Section 16.5.3, Assignment of Additional Hours, in building/workgroup seniority order, until those employees are made whole for the hours they were reduced. Employees who refuse the additional hours shall be removed from the building/workgroup preference pool.
- G. The District shall notify an employee reduced through this procedure that they have been reduced, utilizing the "Initial Assignment of Hours Preference Form" in Appendix C. Such notification shall include:
  - 1. The employee's current assigned hours.
  - 2. The employee's current continuing hours.
  - 3. The number of hours the employee has been assigned.
  - 4. The number of hours they are eligible from the building/workgroup preference pool.
- H. Once building preference pools are finalized the principal/program manager shall give copies of the Initial Assignment Preference Forms to the designated building representative. The building representative will then be asked to forward the forms to a designated Chapter Officer. The information that the forms should include are:
  - 1. Those employees current assigned hours.
  - 2. Those employees current continuing hours.
  - 3. Those employees new assigned hours.
  - 4. The number of hours those employees have a right to from the building/workgroup preference pool.

Section 16.7.3 Layoff Definitions:

- Layoff shall mean the termination of employment due to a need identified by the Employer to reduce staffing because of a change in program needs or financial necessity or as defined through Section 16.7.1, Reduction in Hours.
- Qualified, for the purposes of this section, shall mean previous experience, demonstrable abilities, the ability to train into a position within a reasonable period of time, or training, as determined by the Employer and does not result in a promotion.

#### Section 16.7.4 Layoff Procedure:

- A. The Employer shall schedule a special Labor/Management meeting at least sixty (60) days prior to implementing paragraph 3 below of this layoff procedure when a district wide reduction in hours may result in one or more employees being laid-off. During the Labor/Management discussion the Employer shall specify the need for the reduction of staff and the severity of the reduction. At this meeting the Employer shall provide the Union with the following information:
  1. Updated seniority lists (District and Building/Workgroup)
  2. Documentation to support the necessity for the reductions
  3. Plan of action, including the timelines the Employer is considering
- B. Prior to implementing A3 above of this procedure, the Union shall have the opportunity to call a follow-up Labor/Management meeting to discuss alternative solutions to the layoff, or solutions that may lower the impact of such a layoff.
- C. Employees will be laid-off by:
  1. The reduction in Hours Procedure for the IA workgroup, provided that the District may elect to perform a layoff through section 3(b) of this procedure at their discretion.
  2. Classification in inverse order of district seniority for all workgroups other than IA's. Those with the lowest seniority will be the first selected.
- D. An employee selected for layoff may displace the most junior employee in another building/workgroup, by district seniority, for which the senior employee is qualified and which does not result in a wage increase. In lieu of displacing a junior employee, a senior employee identified for layoff may elect layoff. When employees are identified for layoff from buildings they shall be ordered on a list (Bumping Pool) with the District in order of District seniority. The District shall identify the number of employees that will be laid-off and develop a list of lowest District seniority employees (Bumping List). Those employees in the Bumping Pool may select a job from a junior employee on the Bumping List or elect layoff and such selection/election shall be in writing.
- E. Employees who are laid-off or placed in a different workgroup will be placed in a recall pool for up to one (1) year.

#### Section 16.8 Recall Definitions:

- Recall Pool shall mean the pool of employees who have been laid-off or have a right to a position in their original workgroup for up to one year.
- Original workgroup shall mean the workgroup from which the employee was laid-off.

#### Section 16.8.1 Recall Procedure

- A. Employees, when notified they will be placed in the recall pool, shall be given the recall form to fill out, see Appendix D. The form shall request current contact information, including: address, phone number, alternate contact name and phone number (if necessary). The form shall also state the employee is required to notify the Employer of any changes or additional contact information if they will be absent more than five (5) calendar days. Included on the form shall be a request for the geographic region that a laid-off employee will accept for recall, see C(2) of this procedure.

- B. Employees in the recall pool shall retain accrued sick leave, vested vacation rights, district seniority and building/workgroup seniority. Employees shall not accrue additional benefits or rights while in the recall pool unless they are working in a bargaining unit position outside of their original workgroup.
- C. Employees who are placed in the recall pool shall be ordered by District seniority and shall be offered open positions in the bargaining unit in that order, provided they are qualified.
  - 1. Employees offered a position of less than four (4) hours may decline such offer without loss of recall rights.
  - 2. Employees may select the geographic region to which they may be offered recall. The employee may select all of the regions or any combination of regions as identified on the recall form. An employee who refuses recall to a position within a region they selected more than once shall be removed from the recall pool.
- D. The District will first attempt to contact persons selected for recall by telephone followed by a confirming letter. If not successful, the District will send notification by certified mail. The individual will have five (5) calendar days from receipt of notification to accept the position. If the employee fails to accept the position in writing within the time limit above it will be assumed that they have declined the position. Written notification from an employee to accept a position, for the purposes of this section only, shall include hand written notes, mailed letters, faxes and e-mails.
- E. The District will notify the Union immediately of each individual selected for recall.

Section 16.8.2 Recall Notification Persons in the recall pool shall be responsible for maintaining their current address and telephone number with the Human Resource office.

Section 16.9 Transfers Transfers are of two types: voluntary and involuntary. In cases where bargaining unit members volunteer for a transfer they will lose their current building/workgroup seniority from which they are transferred and start a new seniority at their new building or workgroup. Those bargaining unit members who are involuntarily transferred will retain their former building/workgroup seniority and carry it with them to the new building or workgroup.

## ARTICLE 17

### Conditions of the Agreement

#### Section 17.1 Waiver and Complete Agreement

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The Union voluntarily and unqualifiedly waives the right, and agrees that the Employer shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to the mutual written agreement of both parties to amend or supplement it at any time.

Section 17.2 Severability 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 regulation 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.

Section 17.3 Duration This Agreement shall become effective on August 16, 2008 and shall continue in full force and effect through August 15, 2011. Not less than sixty (60) days prior to August 15, 2011, either party may give notice to the other party of its desire to modify this Agreement. After receipt of such notice, negotiations shall commence.

Section 17.4 Conformity to Law

Section 17.4.1 This Agreement will be governed and construed according to the Constitution and laws of the State of Washington and Federal law and regulation. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby will be found contrary to law by a tribunal of competent jurisdiction, such provisions or application will have effect only to the extent permitted by law, and all other provisions or applications of this Agreement will continue in full force and effect.

Section 17.4.2 If any provision of this Agreement is found to be contrary to law, the Board and Union agree to commence bargaining on such provision as soon as reasonably possible.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 925

LAKE WASHINGTON SCHOOL DISTRICT  
No. 414 BOARD OF DIRECTORS

October 9, 2008  
Date

By Tyler Hoff  
K-12 Division Director

By Sean Parks

By Dana Lewis

By Katherine Kraft

By Jim Duncan

By Iva Boone

By Patricia A. Sene

By Corky Green

By Mie D. Cottler

September 8, 2008  
Date

By Jacqui Pendry  
Board Chairperson

By Chris Smith

By \_\_\_\_\_

**Appendix A**  
**SEIU MEMBERSHIP CARD**

**Membership Card and Authorization for Payroll Deduction**

I hereby request and accept membership in SEIU Local 925 and authorize my employer to deduct the correct amount of dues and fees and remit such dues to the Secretary-Treasurer of SEIU Local 925. Today's Date \_\_\_\_\_

Signature \_\_\_\_\_ Employer \_\_\_\_\_ Hire Date \_\_\_\_\_

Print Name \_\_\_\_\_ EID# \_\_\_\_\_ SSN# \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Home Email \_\_\_\_\_

Work Phone \_\_\_\_\_ Work Email \_\_\_\_\_

Job Title \_\_\_\_\_ Job Class Code \_\_\_\_\_ Hours per Week \_\_\_\_\_ Wages per Hour \_\_\_\_\_

Mail Box# (if applicable) \_\_\_\_\_ Dept \_\_\_\_\_

Work Location (Bldg/ Floor/ Room #) \_\_\_\_\_

Work Street Address (if applicable) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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**Are you a Registered Voter?** YES \_\_\_ NO \_\_\_

If you are not a registered voter, would you like us to send you a Voter Registration Form? YES \_\_\_ NO \_\_\_

**I am interested in learning and doing more for my Union.**

Let me know about:

- Being a Steward                       Lobbying/Political Work  
 Being a Union Contact for your Area     Organizing

Questions? Call 206-322-3010 or 1-866-SEIU925 (1-866-734-8925). If you move to a position out of the bargaining unit, you must notify your Payroll Office in writing to stop your payroll deduction (and copy our office as well). Dues, fees and assessments to this organization are not deductible as charitable contributions for federal income tax purposes. Dues paid to this organization, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue code.

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**Voluntary Contribution for SEIU COPE (Committee on Political Education)**

COPE is the vehicle within our parent union, Service Employees International Union (SEIU), by which union members affect laws that impact our lives. The focus of COPE and our local political action work is electing reasonable people to executive and legislative offices who will stand up for working people. Your involvement and contribution are essential in making this an effective program.

I hereby authorize SEIU Local 925 to file this payroll deduction with my Employer and for my Employer to forward the amount specified below to SEIU COPE. This authorization is made voluntarily, based on my specific understanding that: 1. The signing of this form and the making of voluntary contributions are not conditions of my employment by my Employer or membership in the Union; 2. I may refuse to contribute without any reprisal at any time; 3. Only union members and executive/administrative union staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4. The amounts below are merely a suggestion, and that I may contribute more or less by some other means without fear of favor or disadvantage from the Union or my Employer; 5. SEIU COPE uses the money it receives for political purposes, including but not limited to making contributions and expenditures in connection with federal, state and local elections and addressing political issues of public importance. This authorization shall remain in full force and effect until revoked in writing by me. Contributions to SEIU COPE are not deductible for federal income tax purposes.

I authorize my employer to withhold (circle one) \$10 \$7 \$5 per paycheck subject to the terms set forth above. By my signature I state that I have reviewed and agree with the terms set forth above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ SSN \_\_\_\_\_

<p><u>Do not write in this space</u></p> <p>Effective Date: _____</p> <p>Date Sent to ER: _____</p>
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**Appendix B**  
WAGE SCHEDULE

Rates Effective August 16, 2008 - August 15, 2009 (Includes 4.4% State COLA plus an additional 1% by the District)

<b>Position Title</b>	<b>Position Code</b>	<b>Salary</b>	<b>Step</b>
Head Start Assistant Teacher		13.77	A
		15.31	B
Head Start/Ready Start Teacher		20.11	A
		22.46	B
Family Support Specialist		22.89	A
		24.58	B

<b>Position Title</b>	<b>Position Code</b>	<b>Salary</b>	<b>Step</b>
Instructional Assistant	PXIA	12.69	A
	PXIB	13.14	B
	PXIC	13.80	C
	PXID	15.34	D

Placement on each step will be determined per section 14.2.

<b>Position Title</b>	<b>Position Code</b>	<b>Salary</b>
Technical Support Specialist	P5SD	21.53

Rates effective August 16, 2009 - August 15, 2010 (Includes State COLA plus an additional 1% for Instructional Assistants only)

Rates effective August 16, 2010 - August 15, 2011 (Includes State COLA plus an additional 1% for Instructional Assistants only)

**APPENDIX C**

**INSTRUCTIONAL ASSISTANT INITIAL ASSIGNMENT  
PREFERENCE FORM  
for  
200\_/\_ SCHOOL YEAR**

Name: \_\_\_\_\_

Years of Building Seniority \_\_\_\_\_

Current Number of Hours: \_\_\_\_\_

Current Assignments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preferred Number of Hours: \_\_\_\_\_

Preferred Assignments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As per Section 16.5 of the negotiated agreement, principals/program managers will make assignments for the coming school year taking into account the preferences and building/workgroups seniority of the Instructional Assistants, qualifications and program needs.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPENDIX D**

**SEIU RECALL FORM**  
**Section 16.8**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address and PO Box, if applicable)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternate Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Current Job Classification/Workgroup: \_\_\_\_\_

Please check the geographic regions that you would accept for recall:

- Juanita Region
- Lake Washington Region
- Redmond Region
- Eastlake Region

Per Section 16.8.1 of the negotiated agreement, employees who have been laid off will be placed in the recall pool. Employees are required to notify the District (Human Resources) of any changes in contact information if an employee is absent more than five (5) calendar days.

\_\_\_\_\_  
Employee Signature


\_\_\_\_\_  
Date

**APPENDIX E**

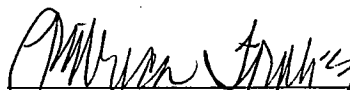
Letter of Understanding Between  
Service Employees International Union Local #925  
and  
Lake Washington School District No. 414  
Re: Educational Compensation Program  
August 16, 2008 – August 15, 2011

The District and the Union agree to continue the Educational Compensation Program which provides for opportunities for the professional and personal development of employees covered by this agreement. The goals of this program continue to be the following: (1) provides opportunities for the professional and personal development of the employee; and (2) results in benefits valuable to the District. The District further agrees to provide \$20,000 for this program in each year.

For the Union

  
Tyler Bass

For the District

  
Patricia Fowler-Fung

October 14, 2008  
Date

November 17, 2008  
Date