

# PREFACE

Employees are encouraged to contact administrators or union officers for clarification of any part of this agreement. Good communications are an essential part of this agreement and our continued good working relationship.

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## **PREAMBLE**

This agreement is made and entered into between the Longview School District No. 122 (hereinafter: Employer) and the Service Employees Union, Local 925 (hereinafter: Union or Bargaining Unit).

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE I - UNION RECOGNITION AND COVERAGE**

#### **Section 1.1 - Representation/Recognition**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all classified employees of the Employer except for all secretarial and clerical employees and managerial and supervisory employees in the district.

#### **Section 1.2 - Union Work**

All work shall be done by union members except for work performed by temporary and probationary employees (those who are hired to handle emergencies, special funded temporary jobs), employees exempt under Article V, Section 5.4, and student workers (i.e., students employed in food services, print center operations, summer jobs, and other such traditional student jobs).

It is not the intent of the District to hire student workers or to use volunteers to displace union positions.

#### **Section 1.3 - Hiring Temporary Employees**

The Employer shall not hire temporary employees who will reduce the regularly scheduled working hours of union employees.

#### **Section 1.4 - Job Classifications**

General job classifications or sub-units of the bargaining unit are: paraeducators, food service, maintenance, operations, transportation, warehouse, copy center, technical, and campus security employees.

*Specific job classifications* shall mean "the individual classifications, as identified in the pay schedules, contained within each general job classification."

## **ARTICLE II - RIGHTS OF THE EMPLOYER**

### **Section 2.1 - Customary and Usual Rights**

It is agreed that the customary and usual rights, power, functions and authority of management are vested in management officials of the District. Such rights shall include by way of illustration and not by way of limitation, in accordance with applicable laws and regulations, the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for cause; and the right to release employees from duties because of lack of work or for other legitimate reasons. The Employer shall retain the right to maintain efficiency of the district operations by determining the methods, the means, and the personnel by which such operation is conducted.

### **Section 2.2 - Reasonable Rules/Contract Work**

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

The District agrees that it will not contract current employee performed work prior to September 1, 1988. The District will not contract current employee performed work without prior bargaining with the Union. The District will not contract out work now being done by district employees without ninety (90) days prior notification to the Union and each employee impacted.

## **ARTICLE III - RIGHTS OF UNION**

### **Section 3.1 - Union Rights**

The Union has the right and the responsibility to represent the interests of all employees in the bargaining unit; to present their views to the Employer on matters of concern either orally or in writing; and to enter into collective bargaining negotiations as allowed by law. The Union shall also have the right to represent all employees and itself in pursuing any grievance involving the interpretation or application of the terms of this Agreement.

### **Section 3.2 - Posting Union Materials**

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting union materials at each work site. The Union shall also have the right to use the school mails and school mailboxes to distribute union material.

### **Section 3.3 - Using School Facilities for Meetings**

After completing and receiving approval on the appropriate district facilities usage form, the Union shall have the right to use school facilities for meetings and school equipment when such

equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

**Section 3.4 - Transacting Union Business During Workday**

During the workday duly authorized representatives of the Union shall be permitted to transact official union business on district property provided such business does not disrupt the educational process or productivity of employees of the district.

**Section 3.5 - Rights of Union Representatives**

Union representatives, during working hours without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the workday.

**Section 3.6 - Rights of Union to Receive Public Information**

In response to requests from the Union, the District agrees to furnish the Union any available public information concerning the financial resources of the District and such other public information as will assist the Union in developing programs on behalf of the employees together with such information which may be necessary for the Union to process any grievance or complaint or to develop bargaining proposals.

**Section 3.7 - Rights of Union to Receive Employee Information**

On or before the first day of November, upon request of the president/designee, the District shall provide the Union the following information regarding each employee in the bargaining unit: name, work site, job title, hourly rate of pay, number of posted hours per day, number of days per year, home address, and phone number.

**ARTICLE IV - RIGHTS OF EMPLOYEES**

**Section 4.1 - Employee Rights**

It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisals, to join and assist in lawful Union activities. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the Board of Directors.

**Section 4.2 - Due Process**

No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action at all stages beyond the verbal warning or verbal reprimand step will be made available to the employee and the Union in writing.

An employee shall be entitled to have present a representative of the Union during any meeting which might reasonably be expected to lead to disciplinary action. No disciplinary action shall be taken with respect to the employee until such representative of the Union is present. Further, in the event the supervisor is calling a meeting to take a disciplinary action, the employee shall be advised that s/he is entitled to have a representative of the Union present.

Normally discipline will be administered progressively, starting with a verbal warning, then progressing through a written reprimand, then suspension, and finally discharge. It is recognized that some offenses may be serious enough to warrant the abridgement of this progression and may result in immediate reprimand, suspension, or discharge without having gone through the previous step(s).

Warnings and reprimands for other than serious offenses shall be removed from an employee's personnel file one (1) year after their inclusion therein, provided satisfactory job performance has been maintained. Written warnings and reprimands for serious offenses shall be removed from an employee's personnel file three (3) years after their inclusion therein, provided satisfactory job performance has been maintained for three (3) consecutive years and there have been no subsequent serious offenses committed. Serious offenses shall include but not be limited to malicious damage or destruction of district property, gross insubordination, indecent conduct, theft, assault, falsification of records, and gross negligence.

No evaluation, correspondence, or other material making reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the DPF (district personnel file) without the employee's knowledge and the right to attach his/her own written comments.

Employees shall, upon request, have the right to inspect all contents of their DPF which shall be kept within the district Human Resources office. No secret, duplicate, alternate, or other personnel file shall be kept in the district. A separate file for the processed grievances shall be kept apart from the employee's DPF.

Upon request by the employee, the Executive Director of Human Resources and the employee shall initial all sheets, documents, evaluations, etc., and, if desired, an inventory to verify contents of the DPF at the time of inspection by said employee.

Any material not shown to and signed by the employee within ten (10) workdays after receipt shall not be allowed as evidence in any disciplinary action against such employee. Any material not composed within a reasonable period of time shall not be allowed as evidence in any disciplinary action against such employee. As a general guideline, twenty (20) workdays shall be considered a reasonable period of time. Once composed, material must be shown to and signed by the employee within ten (10) workdays after composition or it shall not be allowed as evidence in any disciplinary action against such employee. Should an individual refuse to sign any document, a written notice shall be attached to the document speaking to the employee's refusal, with such notice forwarded to the Union, the individual, and the Executive Director of Human Resources.

Nothing in this Agreement is to be construed to restrict the supervisor of an employee from keeping anecdotal records and supportive data for the process of annual evaluation. In such

cases where supportive data shall be used in disciplinary action, the individual shall be notified within ten (10) workdays of receipt or composition of said data. Anecdotal records, correspondence, or any other material which may reflect negatively on an employee shall be purged from a supervisor's file (electronic or otherwise) within one year of being placed in the file.

While an employee is under investigative suspension, salary and employee benefits will be provided by the District. Should a charge(s) be substantiated, the employee may be disciplined or discharged for just cause and no salary or employee benefits will be paid after that date.

## **ARTICLE V - UNION SECURITY**

### **Section 5.1 - Required Membership**

As a condition of employment, all employees, except those identified in Article I, Section 1.2, and Article V, Section 5.4, working under the jurisdiction of the contract shall be members of the Union. All new employees shall, within thirty (30) working days of their date of employment, become members of the Union and maintain such membership as a condition of continued employment. Included in this are regular employees whether working full- or part-time.

### **Section 5.2 - Continued Membership**

All employees subject to this agreement, on the effective date of this agreement, who are members of the Union shall, as a condition of employment, maintain their membership in the Union during the period of this agreement or pay normal dues, as indicated in Section 5.4 below.

### **Section 5.3 - New Employees - Union Membership**

The Employer will notify the Union of all new employees within thirty (30) working days of the hire date. At the time of hire, the Employer will inform the new employees of the terms and conditions of this Article.

### **Section 5.4 - Excused Religious Tenets - Union Membership**

Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employees Relations Commission in accordance with their rules and regulations.

### **Section 5.5 - Refusing to be Union Member**

Upon receipt of written notice from the union president and/or designee to the superintendent or designee that an employee has failed to comply with the requirements set forth in this Article,

the Employer shall give such employee five (5) working days from the written verification of receipt of notice to comply with these requirements; and then if such employee still refuses to comply, the Employer shall terminate such employee.

## **ARTICLE VI - AUTHORIZED DEDUCTIONS**

### **Section 6.1 - Union Dues**

The Employer agrees to deduct monthly union dues from the wages of employees who voluntarily make such requests in writing. Such requests are irrevocable for a period of one year or the duration of the Agreement, whichever is sooner. The Union agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that arise out of, or by reason of this deduction. The dues deduction shall be at a rate authorized by union vote.

There shall be no obligation on the part of the Employer to make any deduction beyond the original terms of the Collective Bargaining Agreement existing at the time of this assignment unless the Agreement is extended or a new Agreement is reached containing such authorization for deduction.

### **Section 6.2 - Authorizations for Salary Deductions**

Authorizations for approved salary deductions, changes, and revocations thereof, must be submitted in writing.

### **Section 6.3 - Listed Deductions**

Currently deductions are authorized for tax-sheltered programs, United Way, credit unions, salary insurance, life insurance, union dues and initiation fees, medical insurance, savings bonds, accidental death and dismemberment insurance, Commission on Political Education (COPE), flexible spending plan, YMCA, and Mint Valley Racquet Club.

## **ARTICLE VII - CONFERENCE COMMITTEE**

The Union will designate a conference committee of five (5) members who will meet with the superintendent of the District and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate matters. Meetings shall be held at times when they cause as little interruption of the work schedules as possible.

## **ARTICLE VIII - RIGHT OF ACCESS, BULLETIN BOARDS, UNION MEETINGS**

### **Section 8.1 - President's Rights**

The president and/or designee of the Union shall be permitted access to all properties covered by this Agreement and to discharge his/her duties as a representative of the Union; provided, however, that no interference with the work of employees shall result. The representative will check with the appropriate supervisor before contacting an employee at work.

### **Section 8.2 - Use of Facilities**

Upon request by the Union, after completing and receiving approval on the appropriate district facilities usage form, a suitable meeting room shall be provided by the Employer for the purpose of having official union meetings. Such meetings shall be held at a place and time when they do not interfere with the on-going educational program in the schools. Employees whose regular shift occurs at meeting times will be excused about one (1) hour per month to attend such meetings, provided 1) permission has been given by the immediate supervisor, 2) the building is left secured, and 3) the time absent from his/her job is made up on the same day. Any cost to the Employer for the use of the meeting room or equipment shall be paid by the Union.

### **Section 8.3 - Excused from Work**

Members of the Union may be excused from their work schedules to perform responsibilities of the Union if a request has been made by the Union to the District and if approval has been given by the superintendent or his/her designee. The Union shall reimburse the Employer for the full wages and benefits of the excused employees.

### **Section 8.4 - Access to Bulletin Boards**

The Union has access to a bulletin board which has been so designated by the building principal or director, in each building for union business. The responsibility for the prompt removal of notices after they have served their purpose shall rest with the union representative who posted such notices.

Each notice shall be signed by the union official responsible for its posting and the building principal or director before it is posted on the designated bulletin board.

## **ARTICLE IX - NONDISCRIMINATION**

### **Section 9.1 - Nondiscrimination**

The Employer and the Union affirm their adherence to the principles of free choice and agree they shall not discriminate against any employee covered by this Agreement because of age, race, color, religion, sex, national origin, marital status, or the presence of any sensory, physical, or mental handicap unless the particular disability would prevent proper performance of duties.

### **Section 9.2 - Family Members**

The Employer agrees not to discriminate against members of the same family or household in the hiring and reassignment of employees. An assignment which places members of the same family or household in positions where one has supervisory management over the other will be avoided unless approved by the superintendent or his/her designee.

## **ARTICLE X - NEW CLASSIFICATIONS**

### **Section 10.1 - New Jobs**

In the event the Employer creates a new job, the Employer will notify the Union and will negotiate the rate of pay of the new job description prior to posting.

### **Section 10.2 - Change Existing Jobs**

If the Employer intends to substantially alter the job description of an existing job within the bargaining unit, it shall notify the Union and shall negotiate all issues consistent with this Agreement.

## **ARTICLE XI - TERMINATION OF REGULAR PART-TIME EMPLOYEES**

Employees who work ten (10) months or less, will be notified in writing by the Employer by August 1 if their position will not be available to them for the next school year and shall be recalled in accordance with the provisions of Section 15.4.

## **ARTICLE XII - CLASSES OF EMPLOYEES**

### **Section 12.1 - Regular Full-Time**

A regular full-time employee is one employed in a regular job which requires forty (40) hours per week and at least 217 days per year.

#### **Section 12.1.1 - Ten-Month**

Ten-month employees shall be employed for two hundred seventeen (217) days. This includes workdays, paid holidays, and paid vacations if so entitled. However, employees who are entitled to more than ten days vacation will be paid for those days beyond the two hundred seventeen (217) days. Such days will not accrue additional benefits.

#### **Section 12.1.2 - Regular Part-Time**

A regular part-time employee is one employed in a regular job which requires less than forty (40) hours per week or forty (40) hours per week but less than two hundred seventeen (217) days per year.

Employees in regular part-time positions entitled to more than ten days of vacation will be permitted to cash out those days at the end of their work year.

## **Section 12.2 - Substitutes**

A substitute worker is one who is employed on an intermittent basis to fill the position usually occupied by a regular employee during said employee's absence. Substitute employees employed for more than thirty (30) days of work within any twelve- (12-) month period ending during the current or immediately preceding school year, and who continue to be available for employment, shall be included within this bargaining unit and afforded full rights, privileges and obligations under the terms of this Agreement. A substitute will be credited with one (1) day of work toward his/her thirty (30) days of initial employment period, regardless of the hours worked during the day.

Substitutes shall not be eligible for health insurance benefits or other fringe benefits, with the exception of substitutes who have served 15 consecutive days or more in the same assignment who will accumulate temporary disability leave at the rate of one day for each twenty (20) days worked. Such leave will be credited after being earned and may not be used in advance. This leave cannot be carried over to the next assignment, except in cases where the assignment is changed but the substitute's service is interrupted by no more than three (3) consecutive work days.

Substitutes in Food Services, Operations, and Transportation will be called on a rotation basis to the greatest practical extent. Also, substitutes in these three departments shall receive an annual evaluation of their work performance.

## **Section 12.3 - Temporary**

A temporary employee is one who is hired for a specific purpose for usually less than thirty (30) workdays. They do not accrue vacation, temporary disability leave, holiday pay, or other fringe benefits. At the end of the thirty (30) workdays the position shall be posted or eliminated.

## **Section 12.4 - Leave Replacement**

If an employee is off work on an approved leave of absence in excess of 90 days, his/her position will be posted district-wide. (See Article XVI.)

The resulting paraeducator vacancy will be posted at the vacated site and filled by the qualified senior employee. (See Article XV, Section 15.1 on seniority.) The consequent vacancy will be filled by a substitute.

Resulting food service, operations, warehouse, and transportation vacancies will be filled by the qualified senior employee from the same general job category. (See Article XV, Section 15.1 on seniority.) Any position not filled by a regular employee will be filled by a substitute.

If the "on leave" employee does not return to his/her job, only the position filled by the substitute will be deemed vacant and will be posted district-wide.

If the "on leave" employee returns, the employee(s) who filled the vacated position(s) will return to their previous assignment(s).

If there is no one to fill the leave position, the position will be posted as a leave replacement. When an individual is hired as a new employee in a leave replacement position and the "on leave" regular employee returns to work, the leave replacement employee will return to the substitute list. Upon returning to the substitute list, he/she will be allowed to retain their established seniority date up to one (1) year, will not earn additional seniority time as a substitute, but if hired into a regular position, his/her seniority date will be adjusted.

Coordinator positions are an exception to the above leave replacement language. A coordinator position can be filled by the qualified senior regular employee from the same job category with the leave replacement rules. When it is determined the "on leave" employee is not returning, the employee filling the coordinator position will return to his/her job and the coordinator position will be posted district-wide.

## **ARTICLE XIII - SENIORITY**

### **Section 13.1 - When Established**

The seniority of an employee in the bargaining unit shall be established and begin to accrue as of the date on which s/he begins to work for the District in a regular position.

On occasion, some employees may have the same start date. In those situations, the established alpha priority order below will apply based on the spelling of the employee's last name through the entire last name when necessary. A name change during employment will not change an employee's designated seniority ranking.

# 1 - C	# 8 - F	#15 - A	#22 - H
# 2 - T	# 9 - U	#16 - M	#23 - W
# 3 - G	#10 - P	#17 - Z	#24 - J
# 4 - I	#11 - V	#18 - Y	#25 - X
# 5 - B	#12 - S	#19 - K	#26 - R
# 6 - O	#13 - D	#20 - E	
# 7 - N	#14 - L	#21 - Q	

Individuals hired between September 1, 1983, and August 31, 1986, shall be assigned an adjusted seniority hire date based on their total non-overtime hours worked between September 1, 1983, and August 31, 1986. The adjustment date would start with September 1, 1986, and would be backed up one workday for each (8) hours worked.

### **Section 13.2 - When Lost**

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

- A. resignation
- B. discharge
- C. retirement
- D. termination

### **Section 13.3 - When Not Lost**

Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident, industrial illness, temporary disability leave or layoff as explained in Section 15.1.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves of absence for a maximum of two (2) consecutive years to be requested annually and granted by the Board.

### **Section 13.4 - Rights**

An employee with the most total district seniority shall have preferential rights regarding vacation periods and assignment to available job openings if s/he has the necessary skills and abilities to perform the essential job functions.

### **Section 13.5 - Retaining Seniority**

An employee who changes job classifications within the bargaining unit shall retain his/her total district seniority.

## **ARTICLE XIV - PROBATIONARY PERIOD**

### **Section 14.1 - New Employees**

A new employee shall be classified probationary for a period of ninety (90) regularly scheduled workdays and during that period may be terminated, for cause, if in the Employer's judgment that person should not be retained.

### **Section 14.2 - Evaluation**

All employees shall be evaluated at least annually and shall receive a copy of their evaluation.

The probationary employee will be evaluated twice within the first ninety (90) regularly scheduled workdays. The first evaluation will be after approximately thirty (30) regularly scheduled workdays. If performance is satisfactory, s/he will become a regular employee after ninety (90) regularly scheduled workdays with their seniority then being retroactive to the first day of employment.

Any document utilized in the evaluation process will be made available for the employee's review, upon request.

## **ARTICLE XV - LAYOFFS**

### **Section 15.1 - Guidelines**

In the event the Employer determines that the union work force must be reduced, the District shall notify the union representative in writing at least 21 working days prior to sending reduction in force notices to employees.

The District shall generate a list of employees according to seniority in their present job classifications; paraeducators, copy center, campus security, food service, technical, maintenance, transportation, operations, warehouse. The seniority lists will be used for reduction in force in each job classification beginning with the least senior employee. The District will notify the so reduced employee(s) in writing. (See Article XI - Termination of Regular Part-Time Employees.)

### **Section 15.2 - Bumping Procedures**

The first step for an employee so reduced as the result of RIF is that s/he will be permitted to bump into any specific job classification or general job classification for paraeducators to which s/he had been permanently assigned for at least 21 regularly scheduled workdays provided such employee has greater district seniority, is qualified for the position, and is eligible to obtain required licenses and/or credentials.

An employee to be reduced who does not have seniority and qualifications to bump into a previously held specific/general job classification will be permitted to bump into any specific/general job classification provided they have greater district seniority and can demonstrate s/he possesses necessary qualifications. The employee will be given a trial period of 30 workdays to prove performance. If performance is not satisfactory, the employee will be laid off.

### **Section 15.3 - Current Addresses**

It shall be the responsibility of the employees who were laid off to keep the Human Resources Office advised of their current address.

### **Section 15.4 - Reinstatement after Reduction in Force**

If a vacancy occurs after a reduction in force, the Employer agrees to fill the vacancy by first offering the position to the laid off employee with the greatest total district seniority for a trial period of not less than twenty (20) workdays, provided the employee is qualified for the position (i.e. can demonstrate possession of the qualifications in the available position's job description).

An employee offered employment will have five (5) calendar days (excluding Saturday, Sunday, and holidays) from the receipt of the written offer or fifteen (15) calendar days (excluding Saturday, Sunday and holidays) from the date of mailing, whichever occurs first, to accept the position in person or in writing. If s/he rejects the offer, the position shall be offered to the individual so laid off with the next greatest total district seniority, provided s/he is qualified.

Recall rights shall not extend beyond one (1) year from the date of layoff.

## **ARTICLE XVI - POSTING OF JOB OPENINGS**

### **Section 16.1 - Opportunities for Employees**

In order to afford employees an opportunity to apply for job openings or to improve the work opportunities which may become available under this Agreement, notice of such openings shall be posted within the district only, no later than twenty (20) days from the date of opening for a period of five (5) working days, such posted positions will be filled within twenty (20) working days from closing of posting, unless there are extenuating circumstances in which case a joint meeting with the appropriate administrator, human resources director, and union president and/or designee will be held to discuss the circumstances. Current employees will be given first consideration, according to total district seniority, and then substitutes, who are members of the bargaining unit as defined in Section 12.2, if they have the necessary skills, abilities and qualifications. If the position is not filled by a current employee or substitute as defined above, then the District will open the position to outside applicants.

Food Service Employees: When two or more persons with the same starting date are applying for the same position within food services, the following ordered criteria shall be used as seniority tie breakers:

1. Highest WSFSA certification level held at the time of the job posting.
2. Highest current posted hours at the time of the job posting.
3. Flip of the coin.

### **Section 16.2 - Subsequent Opening**

Employees who are interested in openings which become available when the original opening is filled should submit an application during the time the original opening is posted. This application should indicate their interests and qualifications.

### **Section 16.3 - Eliminate Domino Effect**

To eliminate the "domino effect", job openings created by filling the first posted job opening within the same job classification, as defined in Section 1.4, which create an additional opening in the same classification, do not need to be posted. If the opening is filled from outside the classification, the opening must be posted.

### **Section 16.4 - Filling Opening Interim Basis**

The Employer reserves the right to fill an opening on an interim basis while the opening is being posted and selection is being made.

### **Section 16.5 - Opening - Because of Leave**

If a regular employee is on a scheduled approved absence of at least five (5) workdays duration, the most senior qualified employee for whom placement in a temporary vacancy at his/her work location would result in an increase in hours shall be granted such placement, provided the employer has had no less than 24 hours prior notification of the pending vacancy. If the employer receives less than 24 hours notice, then the employer may fill the vacancy for the next day without consideration of seniority. The consequent vacancy created by any such move may be filled without consideration of seniority.

The 24-hour notice excludes Saturdays, Sundays, and holidays.

(See Section 31.1 - Temporary openings for certified bus drivers are openings of ten (10) days' or more duration resulting from a regular employee being on a scheduled approved absence.)

### **Section 16.6 - Returning to Former Position**

Any employee who is selected for a new position may be returned or may elect to be returned to his/her former job or equivalent position without prejudice within twenty (20) workdays from the date of new assignment.

### **Section 16.7 - Summer Postings**

Openings during the summer months will be posted on-line and on the bulletin boards in all District buildings open to the public during the summer. Open positions will be posted each Friday while school is not in session. Summer postings will not include those jobs that need to be filled due to vacation, sick leave, or needed occasional extra help.

Paraeducator jobs that continue on in the summer do not need to be posted. The employee(s) currently holding the position may continue working the summer hours.

The District may employ temporary summer help. No such service will replace positions or hours of employees covered by this Collective Bargaining Agreement. Temporary summer jobs shall be determined annually by the District. Current bargaining unit members will be given first consideration, according to total district seniority and qualifications, and then to substitutes.

The District shall post, in accordance with the Collective Bargaining Agreement, the anticipated summer jobs. Such postings will include projected work schedules, required qualifications, and duties to be performed. Selection for summer jobs will be based on seniority and qualifications. Such assignments shall be at the will of the District.

No bargaining unit member may hold a temporary summer job which, with other district assignments, would necessitate overtime pay, and nothing contained herein shall serve to extend benefits (other than the designated rate of pay for the temporary job) of bargaining unit members except as required by law.

## **ARTICLE XVII - HOURS AND OVERTIME**

### **Section 17.1 - Definition of Terms**

- A. *Day* as used in this Agreement shall mean and consist of the "twenty-four- (24-) hour period beginning at 12:01 a.m."
- B. *Work week* shall mean and consist of the "seven-day (7-day) period beginning at 12:01 a.m. Monday."
- C. *Posted hours* shall mean "those hours listed on an employment authorization for a regular full-time or regular part-time position."
- D. *Straight time* is paid non-overtime hours.
- E. *Overtime pay* shall mean "one and one-half (1½) times the straight time rate in effect at the time the employee is working and shall be computed to the nearest fifteen (15) minutes." For the purpose of determining overtime, all compensated time shall be considered time worked.
- F. *Seniority* shall mean "an individual's length of service with the district in a regular position."
- G. *Anniversary date* shall mean "the day s/he begins to work on a specific job."
- H. *Layoff* shall mean "an indefinite separation from the payroll due to factors beyond the employee's control."

### **Section 17.2 - Changing Posted Hours**

If an employee in any thirty (30) consecutive working days, works over the posted hours on more than half of these days, that employee's posted hours will be raised to the time worked, not to exceed eight (8) hours per day. Special driving in transportation is excluded.

### **Section 17.3 - Overtime - When Paid**

Overtime work shall be:

- A. All work performed in excess of eight (8) hours in the same day, or in excess of eight (8) consecutive straight time hours extending over more than one day.
- B. All work performed in excess of forty (40) straight time hours in one week.

### **Section 17.4 - Approval**

No employee shall be approved for overtime pay unless the overtime work has been authorized by the supervisor before the work has been performed.

### **Section 17.5 - How Assigned**

Overtime work shall be divided equally among the employees in the job classification whenever possible.

### **Section 17.6.1 - Change in Paraeducator Hours - Increase**

If an additional paraeducator assignment of one (1) hour or less is available at a site, such notice of assignment shall be posted at the site only. Paraeducators currently working at that site may apply for that time. The time will be assigned according to total district seniority if s/he has the necessary skills, abilities, and qualifications and if his/her current schedule would allow for such time.

An employee may make application to swap up to one (1) hour of his/her regular hours for a one (1) hour or less building posting. Subsequent openings as a result of the filling of a building posting are subject to Section 16.2.

Additional time will not be assigned if it would result in overtime or conflict with required rest periods. Assignment of hours shall not be made if it would have a negative impact on a student's instruction.

### **Section 17.6.2 - Change in Paraeducator Hours - Reduction**

When it is necessary to reduce paraeducator hours within a site, the reduction process includes:

1. Gathering input from paraeducators,
2. Gathering input from other affected staff at the site,
3. Asking for volunteers to reduce hours,
4. Reducing the hours of the least senior employee at that site,
5. Assigning qualified employees for any position filled.

### **Section 17.6.3 - Developing Paraeducator Schedules**

When developing all paraeducator schedules, the following considerations will be taken into account:

1. Student and program needs
2. Budget/funding
3. Seniority
4. Qualifications
5. Time in position
6. Evaluations
7. Employee desires

When paraeducator schedule changes occur, justification for changes will be provided to employees when requested.

### **Section 17.6.4 - Paraeducator Banked Time**

To minimize the impact of early dismissal prior to scheduled student breaks (Thanksgiving, winter and spring), when possible, paraeducators will be given the option of working, or when feasible, they shall be allowed to bank the lost hours and make them up at later dates. Employees offered the option of working on these days and declining such option shall not be allowed to bank the lost hours.

If paraeducators wish to leave early on the early dismissal days noted above, with authorization from their administrator, they may use vacation, personal leave, or leave without pay.

#### **Section 17.7 - Food Service Early Release**

To minimize the impact of late start/early release days on regularly scheduled hours for food service employees, when possible, such employees shall be given the option of working. If this is not feasible, they shall be allowed to bank the lost hours and make them up at later dates. However, employees offered the option of working on late start/early release days and declining such option shall not be allowed to bank the lost hours.

#### **Section 17.8 - Food Service Packager/Servers/Elementary Lunch Servers**

The number of lunches served at each elementary school will be tabulated each year. The tabulated data will be used in determining the following year's hours for those schools that have a shared position of elementary lunch server and central kitchen packager/server. Before school starts each year, the employees in the above positions will be offered, by seniority, their choice of available positions. If the work required at each site changes, the scheduled hours will reflect those changes.

### **ARTICLE XVIII - CALL TIME**

#### **Section 18.1 - When Paid**

Regular hourly paid employees will receive two (2) hours of additional pay, at their regular straight time pay, in addition to the actual hours worked, if management changes the employee's scheduled working hours without giving twenty-four (24) hours notice. No call time will be paid when the employee returns to his/her regular working hours. (This section does not apply to changes in scheduled working hours due to weather conditions, volcanos, or other such natural occurrences.) Employees who are called to work on such occurrences, but whose work shift is subsequently canceled, shall be paid for not less than two (2) hours.

Employees who have actually reported to work but whose work shift is subsequently canceled shall receive a minimum of two hours' pay. Employees may be required to work up to the full two hours.

#### **Section 18.2 - Call Back**

Employees called back to a job after departure from their scheduled work shift shall be paid, at the appropriate rate, for not less than two (2) hours.

#### **Section 18.3 - Changes in Scheduled Shifts - Emergency Closures**

If, after opening, schools are closed due to an emergency, general custodians and lead custodians shall report to work one hour after the announced closure time to complete their

regular work assignments. All general custodians and lead custodians must report to work at this adjusted starting time. Call time does not apply.

## **ARTICLE XIX - REST AND LUNCH PERIODS**

### **Section 19.1 - Rest Periods**

Each employee shall be allowed a fifteen- (15-) minute paid rest period during each four (4) hours of work.

### **Section 19.2 - Lunch Period**

An uninterrupted meal period of no less than thirty (30) minutes shall be afforded each employee who is assigned to a work schedule of more than four (4) hours. The lunch period shall be taken at a time designated by the Employer.

## **ARTICLE XX - MEDICAL EXAMINATIONS, HEALTH CERTIFICATES, LICENSES, AND REQUIRED TRAINING**

### **Section 20.1 - Medical Examinations**

If a job requires a food handler's permit, and/or X-ray, and/or medical examination, this is a condition of initial employment and costs involved are to be paid by the applicant before s/he becomes an employee. All medical examinations required as a condition of continued employment shall be paid by the Employer. The Employer shall select the physician. If the Employee insists on using his/her own physician, the Employer will pay actual expenses up to a maximum amount equal to our contracted physician's fees. If the employee can only schedule such examinations during his/her regularly scheduled work hours, the employee shall be paid at the regular rate of pay.

Employees who are called to participate in DOT random drug testing and who are not tested during regularly scheduled work hours, will receive one hour's pay or actual time, whichever is greater.

### **Section 20.2 - Licenses or Fees**

The Employer will assume the cost of any licenses or fees required by law of employees as a condition of continued employment following the original license or fee which may be a condition of his/her initial employment.

### **Section 20.3 - Pay for Training**

The employee will be paid at their regular hourly rate for special schooling or training required by the Employer outside of the employee's regular working hours.

## **ARTICLE XXI - WAGES**

### **Section 21.1 - Pay Schedules**

Pay schedules setting forth the minimum hourly wage rates for all employees covered by this Agreement are published in the annual addendums.

### **Section 21.2 - Substitute's Pay**

The rate of pay for substitute workers shall be determined as follows:

1. All substitute workers filling bargaining unit positions for less than thirty (30) days shall be paid at a rate determined by the Employer.
2. A substitute worker who works for more than thirty (30) days in a calendar year shall be paid from the thirty-first day on, at a rate equal to the beginning step of the classification of the regular employee for whom the substitute is working. However, the Employer upon learning that the regular employee for whom the substitute is working will not be able to return to the position, shall declare that position open and post it in accordance with the provisions of this Agreement.
3. Employees who resign their regular position and remain as a substitute in the same job classification shall be paid at the same pay level received while holding the regular position.

### **Section 21.3 - Pay Procedures**

All employees represented by this Agreement shall be paid an hourly wage as specified in the pay schedules. Warrants will be issued to employees on a monthly basis on the last district working day of each month unless there are circumstances beyond the control of the Employer.

Twelve-month employees will be paid in twelve (12) equal payments annually, based on posted hours.

Less than twelve-month employees with 4.5 hours per day or more will be paid in twelve (12) equal payments annually, based on posted hours.

Less than twelve-month employees under 4.5 hours per day will have the option of twelve (12) equal payments annually, based on posted hours.

The cutoff for extra pay for all employees shall be the fifteenth of each month. Extra pay after the fifteenth of the month will be paid on the following month's payroll.

#### **Section 21.4 - Pay - Higher Pay Rate**

An employee asked to perform work in a position of a higher pay rate shall receive the rate applicable to such position. If steps are involved, s/he shall be paid at his/her present step.

When asked to perform work in a position of a higher pay rate, an employee must have worked in that position for a minimum of five (5) continuous work days before s/he is allowed to claim a leave day or holiday at the higher rate of pay and/or change in hours associated with the new position. The higher rate of pay is not applied if an employee has taken a leave immediately prior to returning to their regular position or a holiday falls immediately prior to their return. In those cases, the leave or holiday shall be paid at the rate of pay of their regular position, not the higher rate.

Examples when the higher rate of pay and/or change in hours are not applied:

1. a leave taken, or holiday falling, on Day 5 of the higher pay rate assignment
2. a leave taken, or holiday falling, immediately prior to returning to the regular position

#### **Section 21.5 - Pay - Lower Pay Rate**

Employees asked to perform work in a position of a lower pay rate shall be paid at their regular rate.

#### **Section 21.6 - Supplemental Compensation/Inservice Training**

Employees shall have the option of no less than eight (8) hours of inservice training per year, such inservice training to be paid at the employee's regular hourly rate. Paraeducators, degreed interpreters, community liaisons, certified occupational therapy assistants, certified physical therapy assistants, certified interpreters, braillists, speech language pathologist assistants, and food service employees have the option of eight (8) additional hours of inservice training per year.

Paraeducators, degreed interpreters, community liaisons, certified occupational therapy assistants, certified physical therapy assistants, certified interpreters, braillists, and speech language pathologist assistants may use their inservice time to work the day before school and the day after school, if they have regular inservice time remaining.

Annually a pool of unused paraeducator, degreed interpreter, community liaison, certified occupational therapy assistant, certified physical therapy assistant, certified interpreter, braillists, and speech language pathologist assistants inservice hours will be established and made available the next fiscal year. The unused hours will not be carried over for more than one fiscal year. These employees can access up to sixteen (16) pooled inservice hours each year until the pool is depleted on a first-come, first-served basis. The pooled hours will be for training purposes only.

Annually a pool of unused food service employees inservice hours will be made available the next fiscal year. Food service employees will be able to access the pooled hours in an amount

equal to twice their individually posted October 1 hours on a first-come, first-served basis. The pooled hours will be for training purposes only. Unused pooled hours will not be carried over for more than one fiscal year.

**Section 21.7 - Asbestos Inspection/Abatement**

If a qualified employee is required to perform the duties of asbestos inspection or abatement pursuant to 40.CFR.763 (Federal Register), such employee will receive a differential of \$1.00 per hour while performing such duties.

**Section 21.8 - Wages - Supervision**

Any employee assigned, outside of his/her normal duties, to supervise four (4) or more individuals, shall receive an additional .0825 times their regular hourly rate.

**Section 21.9 - Shift Differential**

Employees will receive a shift differential of fifteen (.15) cents per hour if fifty percent (50%) or more of his/her assigned work hours fall outside of day shift. Shifts are defined as:

Day	8 a.m. until 4 p.m.
Swing	4 p.m. until 12 midnight
Graveyard	12 midnight until 8 a.m.

Overtime hours will not be used to change an employee's shift differential assignment.

Shift differential for lead and general custodians has been included in their salary schedule rate of pay.

Shift differential will be paid to the positions of graveyard lead custodian, administration building BMP, and journey painter through an annual stipend of \$228.80 to be paid over twelve (12) equal payments.

Positions that are eligible to receive the differential pay on occasion will use time sheet reporting.

**ARTICLE XXII - MILEAGE ALLOWANCE**

Employees who are directed by the district to travel for their job to two or more work locations shall receive the approved district mileage reimbursement rate.

## **ARTICLE XXIII - VACATIONS**

### **New Clause (Effective September 1, 2003)**

Regular full-time and regular part-time employees who are employed beginning in the 2003-2004 school year in 12-month positions for 260 days will receive vacation benefits according to the following sections:

- Section 23.1 - How Accrued
- Section 23.2 - Vacation Credit
- Section 23.3 - How Based
- Section 23.4 - When Terminating Employment
- Section 23.5 - Holiday During Vacation
- Section 23.6 - Call Back
- Section 23.7 - How Scheduled
- Section 23.8 - Vacation Cash Out

### **Grandfather Clause (Effective September 1, 2003)**

Regular full-time and regular part-time employees who were employed during the 2002-2003 school year and maintain continued employment with the District as a represented SEIU member will be grandfathered regarding vacation benefits according to the following sections:

- Section 23.1.A - \*How Accrued and When Taken
- Section 23.2 - Vacation Credit
- Section 23.3 - How Based
- Section 23.4 - When Terminating Employment
- Section 23.5 - Holiday During Vacation
- Section 23.6 - Call Back
- Section 23.7 - How Scheduled
- Section 23.8 - Vacation Cash Out

\*When the grandfathered employees discontinue working in a position represented by the Union or are no longer employed by the District, Section 23.1 - How Accrued and When Taken will sunset and will no longer be part of this collective bargaining agreement.

**Section 23.1 - How Accrued (Effective September 1, 2003)**

Employees hired into 12-month positions for 260 days effective September 1, 2003, will accrue vacation at the following rate:

<u>Years of Employment*</u>	<u>Ratio of Hours Earned to Regular Hours Paid</u>	<u>Conversion to Days/Year</u>
	<u>Ratio</u>	<u>12 mo.</u>
Year 1 through 4	.0385	10
Year 5 through 10	.0577	15
During 11th year	.0615	16
During 12th year	.0654	17
During 13th year	.0692	18
During 14th year	.0731	19
During 15th year	.0769	20
During 16th year	.0808	21
During 17th year	.0846	22
During 18th year	.0885	23
During 19th year	.0923	24
During 20th year and thereafter	.0962	25

\*While employed in a position earning a vacation.

**Section 23.1.A - How Accrued and When Taken**

Regular full-time employees shall accrue vacation credits in accordance with the schedule listed below. All grandfathered employees in positions requiring less than twelve (12) months' annual work time but requiring 1,425 or more annual work hours, or who work in positions requiring twelve (12) months' regular work time, but less than 1,425 annual work hours will qualify for prorated vacation benefits.

If an employee's posted hours as described above make him/her eligible for vacation, all hours worked will be calculated towards vacation credit.

Employees working 1,350 to 1,440 annual hours and earning vacation for the 1994-95 school year shall be grandfathered.

Vacation will accrue at the following rate:

<u>Years of Employment*</u>	<u>Ratio of Hours Earned to Regular Hours Paid</u>	<u>Conversion to Days/Year</u>			
		<u>12 mo.</u>	<u>11 mo.</u>	<u>10 mo.</u>	<u>9 mo.</u>
Year 1 through 4	.0385	10	9 1/6	8 1/3	7 1/2
Year 5 through 10	.0577	15	13 3/4	12 1/2	11 1/4
During 11th year	.0615	16	14 2/3	13 1/3	12
During 12th year	.0654	17	15 7/12	14 1/6	12 3/4
During 13th year	.0692	18	16 1/2	15	13 1/2
During 14th year	.0731	19	17 5/12	15 5/6	14 1/4
During 15th year	.0769	20	18 1/3	16 2/3	15
During 16th year	.0808	21	19 1/4	17 1/2	15 3/4
During 17th year	.0846	22	20 1/6	18 1/3	16 1/2
During 18th year	.0885	23	21 1/12	19 1/6	17 1/4
During 19th year	.0923	24	22	20	18
During 20th year and thereafter	.0962	25	22 11/12	20 5/6	18 3/4

\*While employed in a position earning a vacation.

Grandfathered regular full-time and part-time employees who work less than 12 months will be allowed to use accrued vacation time on non-work days exclusive of Saturday, Sunday, and paid holidays during winter, spring, and summer breaks.

**Section 23.2 - Vacation Credit**

Vacation credit will be granted for each year an employee works in a position earning a vacation. The anniversary date for vacation credit will be September 1. If, after September 1, an employee begins working in a position that accrues vacation, the first partial year will be counted as year one for earned vacation credit.

Year-round positions during the 2002-03 school year will remain year-round positions. Grandfathered employees will qualify for vacation credit when their posted hours reach 1,440 in either a year-round position or a regular part-time position regardless of hours worked at the time the position was grandfathered.

When employees transfer from a position where no vacation credit is earned to a position earning vacation, the hours worked in the former position will be totaled to determine the number of years of employment for vacation credit. The total accumulated hours divided by 1,440 will determine the years of vacation credit. No credit will be given for part years.

### **Section 23.3 - How Based**

Vacation pay is based on the hours regularly worked on the specific job. A workday is normally eight (8) hours, but may be less according to the hours regularly assigned to a particular job. Overtime hours will not be used in determining vacation credits. Vacation hours accrued by August 31 shall be taken within the next twelve (12) months and shall not be carried forward.

In the event unforeseen circumstances (such as but not limited to, natural disaster, employer need) prevent the employee from taking earned scheduled vacation leave, the employee and the supervising administrator may request to carry forward vacation days that would have been lost August 31. Vacation days carried over must be used by December 31 of that year and shall not be carried forward beyond that date. Such request must be approved by the superintendent or his/her designee.

### **Section 23.4 - When Terminating Employment**

Upon termination employees shall be paid for any accrued but unused vacation credits at the employee's hourly rate in effect at their termination.

### **Section 23.5 - Holiday During Vacation**

An extra day of vacation will be allowed when a paid holiday falls during a scheduled vacation period.

### **Section 23.6 - Call Back**

If an employee is called back from his/her vacation, s/he shall receive the overtime rate of pay for all hours worked, during the scheduled vacation period and shall be given the remainder of his/her vacation with pay at a later date.

### **Section 23.7 - How Scheduled**

Vacations shall be scheduled at least ten (10) workdays in advance unless there are extenuating circumstances as determined by the Employer. Exceptions to such advanced notice may be made by the Employer when circumstances require employees to be absent from their work for a day or two at a time. The employee's requested vacation days will be subject to the approval of the Employer, subject to the provision of Section 13.4. In the event that an employee's requested vacation schedule needs to be changed and/or rescheduled, the supervisor will provide a written, justifiable reason.

If an employee does not have enough vacation available at the time of a previously approved leave, the employee must re-apply to take leave in an unpaid status. If the leave is denied, a review can be requested of the Executive Director Human Resources.

**Section 23.8 - Vacation Cash Out**

Employees who accrue vacation time shall be cashed out annually for any unused vacation days, which are not eligible for carryover per Section 23.3, after they have used a minimum of ten (10) days during the current school year. Employees will be automatically cashed out by the Payroll Department in November, following the close of the fiscal year. Payment of vacation cash out will be paid according to payroll cut off dates.

**ARTICLE XXIV - HOLIDAYS**

**Section 24.1 - Recognized**

All regular employees shall receive pay for holidays at their regularly scheduled hours and classification rate. To be eligible, employees must work their regularly scheduled shift the day before and their regularly scheduled day after the holiday. Excused absences will be the same as a day worked. Unpaid absences the day before or the day after the holiday will not qualify the employee for holiday pay. When the holiday falls on a Saturday or Sunday, an eligible employee will be given a compensatory day off as determined by the Employer. The following shall be recognized legal holidays:

- |                               |                           |
|-------------------------------|---------------------------|
| New Year's Day                | Veterans' Day             |
| Martin Luther King's Birthday | Thanksgiving Day          |
| Presidents' Day               | Day after Thanksgiving    |
| Memorial Day                  | Day before Christmas Day  |
| Day before Independence Day   | Christmas Day             |
| *Independence Day             | Day before New Year's Day |
| Labor Day                     |                           |

\*Twelve-month employees only, or other employees whose work schedule extends through the Independence Day holidays.

**Section 24.2 - Work on Holidays**

Employees assigned to work on holidays, shall be paid their regular holiday pay plus one and one-half (1½) times their regular hourly wage.

**ARTICLE XXV - TEMPORARY DISABILITY LEAVE**

**Section 25.1 - Definition: Temporary Disability Leave**

*Temporary Disability Leaves* are "leaves of absence for which an eligible employee accrues entitlement and which the employee may use as described in Article XXV, Section 25.5 when approved by management." Temporary disability leave shall be compensated leave.

### **Section 25.2 - Eligible Employees**

All employees covered by this Agreement shall be *eligible employees* within Article XXV. This leave may not be taken as vacation or for other personal reasons. Employees are encouraged to set dental, medical, and optical appointments for off-duty time whenever possible in order to reduce disruptions and confusion.

### **Section 25.3 - Report of Absence**

A Claim for Absence from Assigned Duties form, signed by the employee, shall be completed by the bus drivers and food service employees after returning from each absence. All other employees report absences on Substitute On-line before taking the absence.

### **Section 25.4 - Accrual of Temporary Disability Leave**

Temporary disability leave for emergencies and disabilities arising out of illness, injury, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom will be accrued at the rate of .0462 times the number of regular hours paid. Earned TDL hours will be rounded to the nearest half hour. Temporary disability leave cannot be taken until it has been earned. Leave which has been approved shall be deducted from the accumulated hours, deductions shall be made to the nearest half hour. Temporary disability leave will not accrue or be paid during any absence in which the employee is not being paid.

### **Section 25.5 - Use of Temporary Disability Leave**

Temporary disability leave may be used in the event of absence due to disabilities resulting from illness, injury, accident, pregnancy, miscarriage, abortion, childbirth, recovery therefrom, emergencies, and up to three (3) days for adoption. Three (3) days leave to be deducted from temporary disability leave may be used for expectant fathers to attend childbirth.

### **Section 25.6 - Disability Defined**

A *disability* as used in this Article XXV shall mean "those disabilities caused by illness, accident, injury, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom which prevent an employee from fulfilling his or her assigned duties." In all cases, accrued temporary disability leave will be paid only for the period of actual disability. The amount employees receive from worker's industrial accident insurance and/or unemployment compensation will be deducted from their temporary disability leave pay.

### **Section 25.7 - Reporting Disability**

When an employee must be absent due to a disability arising from an unexpected illness or injury, the employee must notify the immediate supervisor at least one hour before his/her regular starting time of work. Failure to do so shall result in loss of pay and benefits unless there are extenuating circumstances. In cases of planned absences, such as those resulting from a scheduled surgery or childbirth, the employee must notify the supervisor as far in advance as possible. In cases of planned absences of five (5) working days or longer, a physician's certificate giving the dates (or approximate dates) the absence will begin and end is

required. While the employee is still working, the District may require the employee to provide a certificate from the employee's physician indicating that the employee is physically capable of performing the normal assigned tasks.

#### **Section 25.8 - Proof of Disability During Absence**

For any absence of five (5) workdays duration or longer, the District reserves the right to request a physician's certificate as proof of disability. For disabilities extending beyond twenty (20) workdays, the District may require an examination of the employee by a physician selected by the District.

#### **Section 25.9 - Employee's Right to Return to Work**

An employee who is absent from work on a temporary disability leave for two (2) calendar weeks or less may return by notifying his/her supervisor of the intention to return to work by 2:30 p.m. on the day before returning from any absence. An employee who is absent from work on a temporary disability leave for more than two (2) weeks may return by notifying his/her supervisor of intention to return to work one full workday prior to returning from any absence. The District may require the employee to provide a written statement from a physician certifying the fitness of the employee to fulfill the employee's duties.

#### **Section 25.10 - Return After Termination**

An employee who terminates his/her employment with the District and returns to regular employment shall have accumulated temporary disability restored as provided in RCW 28A.400.300.

#### **Section 25.11 - During Holiday**

If a holiday occurs while an employee is on temporary disability leave, such employee shall not be charged with temporary disability leave, but shall receive holiday pay for that day if so entitled.

#### **Section 25.12 - Sick Leave Cashout**

Employees may cash in unused sick leave days above an accumulation of one hundred eighty (180) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employees' option, they may cash out their unused sick leave days in January of the school year following any year in which a minimum of one hundred eighty (180) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

At the time of separation from the 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 monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

\*For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under the Public Employees Retirement System 1 (PERS 1) or School Employees Retirement System 2 or 3 (SERS 2 or 3).

## **ARTICLE XXVI - BEREAVEMENT OR FAMILY ILLNESS LEAVE**

### **Section 26.1 - Bereavement Immediate Family**

An employee who is absent on account of death of an immediate member of the family (parent, parent-in-law, brother or brother-in-law, sister or sister-in-law, spouse, child or child's spouse, grandparent, grandchild, or member of a family living in the employee's household) may be granted up to five (5) days' leave without loss of pay for each such bereavement.

### **Section 26.2 - Bereavement Other**

Cases involving other than immediate family in application of the above listed policy shall be considered on presentation of sufficient evidence for justification to the superintendent or his/her designated representative. Application is made through the immediate supervisor. Refer to Sections 26.1; 28.1; 23.1; and 28.3.

### **Section 26.3 - Family Illness Leave**

- A. Consistent with the Family and Medical Leave Act of 1993 (the "Federal Act") and RCW 49.12, up to 12 weeks of leave during any 12-month period may be used for illness or injury to a member of an employee's immediate family of such a nature that the employee's presence is considered necessary and justifiable.
- B. Such leave will be at full pay provided the employee has temporary disability leave available.

### **Section 26.4 - Additional Days**

Additional time with or without pay for circumstances outlined above may be granted upon application for additional leave to the superintendent and/or designee. Request for additional time must be made within 10 days after returning to duty.

## **ARTICLE XXVII - MILITARY LEAVE**

### **Section 27.1 - Active Duty**

An employee who is ordered or who volunteers (because of imminent compulsory duty) for active duty in the armed services of the United States will be granted leave without pay in

accordance with state law. Following release from military service, the employee will be reinstated to employment status in a position comparable to the one held before entering the military service. Full experience credit for leave of absence while in military service will be granted for placement purposes.

**Section 27.2 - Training Time**

An employee who is called to active training duty in the Armed Forces Reserve will be granted military leave of absence at normal pay for a period not exceeding fifteen (15) days during such calendar year, provided that any such reservist shall present evidence to the District that s/he has made all reasonable efforts to arrange for such active training duty during the summer months or other district vacation periods. Such evidence should include correspondence which indicates an effort was made to arrange for training during nonstudent school days.

**ARTICLE XXVIII - EMERGENCY LEAVE/OCCUPATIONAL LEAVE/PERSONAL LEAVE**

**Section 28.1 - Emergency Leave**

Emergency leave shall be available to classified employees for hardships or other pressing needs and shall be granted in situations which cannot be dealt with outside of working hours and require the individual to absent him/herself from his/her duties. Approved emergency leave shall be deducted from accumulated Temporary Disability Leave.

Application may be made by an acceptable intermediary to the superintendent or designated representative. (This option generally may be used for personal private matters of an emergent nature.)

When the need for emergency leave is known in advance, the employee seeking such leave shall complete application and approval at least 72 hours before the date of requested leave. Where knowledge of the need is less than 72 hours before the date of the requested leave, the employee seeking the leave will complete application and approval with as much notice as possible. Failure to comply with these time provisions may be grounds for denial of leave.

Emergency leave shall be granted, but will not be paid, to employees for court appearance for violation of a penal statute or ordinance committed by or with the knowledge or consent of the employee or where such court appearance or hearing involved a suit brought against the District by the employee.

**Section 28.2 - Occupational Leave**

- A. A regular employee shall be granted up to one (1) day of occupational leave per year. Occupational leave will be granted only when an individual is unable to take advantage of an opportunity for occupational growth on nonwork time.
- B. Such leave will be nonaccumulative, shall not extend any other leaves, and shall not be used for recreation, leisure, or vacation.

- C. Application for such leave must be made through the immediate supervisor at least forty-eight (48) hours in advance and must be approved by the superintendent or designee.

### **Section 28.3 - Personal Leave**

All employees shall have two (2) personal leave days with pay per year. Any unused personal leave may be cashed out after August 31 each year at 62% of the Step A paraeducator salary rate.

Personal leave days are to be used for personal, business, household, or family matters which require absence during work hours. Personal leave will be submitted three days in advance if possible. A good faith effort will be made to secure a substitute.

For food service, operations, and transportation departments, a Classified Staff Personal Leave Request Form must be filed with the immediate supervisor prior to the leave being taken. Personal leave requests will be granted on a first-requested, first-served basis. Such leave must be approved by the supervisor prior to being taken, such approval dependent only on the availability of substitutes.

If an employee does not have enough personal leave available at the time of a previously approved leave, the employee must re-apply to take leave in an unpaid status. If the leave is denied, a review can be requested of the Executive Director Human Resources.

### **ARTICLE XXIX - JURY DUTY AND COURT APPEARANCE**

Leave of absence shall be authorized for jury duty or under subpoena as a disinterested witness in court. The employee's salary while absent will be subject to deduction of the amount s/he receives for jury service or witness fee as certified by a responsible court officer.

An employee who has been notified that s/he is to appear for jury duty or has received such a subpoena will, as soon as practical after receiving such notification or subpoena, inform his/her supervisor of the date and hour s/he is to appear.

If an employee has been notified that s/he is to appear for jury duty or has received such a subpoena and such notice or subpoena is rescinded before so appearing, s/he will immediately notify his/her supervisor and report for work as directed.

An employee who has to appear or serve for such witness or jury duty, and who is released from such duty on or before the noon recess, will immediately report such release to his/her supervisor and, if his/her services are requested, will report for assignment within reasonable time (that same day).

## **ARTICLE XXX - MEDICAL/DENTAL/VISION COVERAGE**

### **Section 30.1 - Medical**

Medical care insurance coverage will be provided for employees and their legal dependents. The District shall provide the maximum amount per month funded by the state per FTE employee (less the amount that must be remitted to the state for the K-12 retirement subsidy) toward the payment of medical, dental, and vision insurance premiums. To be eligible for medical insurance coverage, an employee's posted hours shall be at least 17½ hours per week. If the actual total premium cost for an employee is less than the state allotment, the difference will be placed in a pool for use by other employees. If the actual total premium cost for an employee is more than the state allotment, the difference will be made up from the above described pool and by the employee through a voluntary payroll deduction.

For employees working less than 1,425 posted hours per year, the District will make monthly medical insurance premium payments equal to that part of the state health care allocation that their annual posted hours worked bears to 1,425 hours. (For example, an employee who works 6 hours per day and 191 days per year will be eligible to receive \$588.67 per month.  $6 \times 191 = 1,146 \div 1,425 = .8042 \times \$732.00$  (maximum district contribution) = \$588.67.)

The Employer has the option to provide coverage from annually agreed to plans. However, no employee or spouse or children will be covered by more than one district-paid plan.

The District will contribute an additional amount not to exceed \$6,780 to be placed in the medical insurance pool provided that the actual total premium cost for employees exceeds the resources of the employee pool.

The state/District contribution for medical benefits and retiree subsidy will be bargained and listed in the annual addendum each year.

### **Section 30.2 - Dental**

Dental care insurance coverage will be provided for employees and their legal dependents. The District shall provide the maximum amount per month funded by the state per FTE employee (less the amount that must be remitted to the state for the K-12 retirement subsidy) toward the payment of medical, dental, and vision insurance premiums. An employee must work in a job which is scheduled to include 1,425 annual posted hours to be eligible. If the actual total premium costs for an employee is less than the state allotment, the difference will be placed in a pool for use by other employees. If the actual total premium cost for an employee is more than the state allotment, the difference will be made up from the above described pool and by the employee through a voluntary payroll deduction system.

### **Section 30.3 - Vision**

Vision care insurance coverage will be provided for employees and their legal dependents. The District shall provide the maximum amount per month funded by the state per FTE employee (less the amount that must be remitted to the state for the K-12 retirement subsidy) toward the payment of medical, dental, and vision insurance premiums. An employee must work in a job

which is scheduled to include 1,425 annual posted hours to be eligible. If the actual total premium cost for an employee is more than the state allotment, the difference will be made up from the above described pool and by the employee through a voluntary payroll deduction system.

#### **Section 30.4 - Labor & Industries Worker's Compensation Claims**

For employees who are disabled due to a job-related illness or injury and who qualify for and are receiving time loss payments under RCW Chapter 51, the employer will continue to provide the medical, dental, and vision coverage as is provided in Article XXX and as the employee was regularly receiving prior to the disability. Such coverage will extend for a maximum of one year from the date of disability.

#### **ARTICLE XXXI - CERTIFIED BUS DRIVERS**

##### **Section 31.1 - Definitions**

*Base regular hours* means "a certified bus driver's base for determining regular hours shall be the composite hours of their regular a.m. and p.m. routes."

*Regular runs* are "a driver's to-and-from school runs at the beginning and ending of the school day (a.m. and p.m.)"

*Supplemental runs* are "runs requiring at least one hour per week for a fixed period of time and include, but are not limited to, kindergarten, PAT, therapy, swim, and preschool runs."

*Activity trips* are "all runs connected with field trips, music, sports, extracurricular, performing arts, vocational, and extended learning, but does not include regular or supplemental runs."

*Bidding* is "the act of placing one's signature on a posting to indicate his/her desire and availability to perform a department opening." The senior employee, if qualified, shall fill the opening.

*Emergency* is "a situation that has been suddenly precipitated or is of such a nature that preplanning could not have occurred."

*Scheduled early dismissal* is "a situation where some schools have arranged to be dismissed before the end of the regular school day."

*Qualifications* are "regular certified bus driver qualifications and completion of the special education driver training course." This training will be provided by the Transportation Department and will be made available to all drivers.

*Temporary openings* are openings of ten (10) days' or more duration resulting from a regular employee being on a scheduled approved absence.

### **Section 31.2.1 - Certified Bus Drivers - Events**

Certified bus drivers shall receive a minimum of two (2) hours' regular pay for each event they drive, unless consecutive events (no longer than 30 minutes' layover) result in two or more hours of work. The following runs shall be considered events for the purposes of this section:

- a.m. runs
- p.m. runs
- kindergarten runs
- elementary school teacher-parent conference runs
- activity trips
- preschool midday
- early dismissal days

All regular basic education "west-of-town" runs shall be of a three- (3-) hour minimum duration.

### **Section 31.2.2 - Annual Route Bidding Procedure**

All routes will be open for bid on the three (3) days prior to the October state inservice day. The routes will be awarded according to seniority and then not rebid until the following school year. The hours chosen on the bid days will become each driver's employment authorization time.

Drivers not available during the open bid will be responsible for notifying Transportation prior to bid to view routes and make their priority selections according to seniority. Drivers will be awarded routes according to seniority and the order of their selections on routes still available. Due to the fluctuations of students and programs at the beginning of the school year, all special education routes will be posted and bid at eight (8) hours. Exceptions would be special education routes that did not have an employment authorization of eight (8) hours at the end of the prior school year and all new special education routes.

Drivers who receive changes to their route hours as a result of the October annual route bid will be allowed the opportunity to change their medical insurance options for a period of five (5) business days following the bid process closing. Any medical changes will become effective November first.

**Comment [Comment1]:** This paragraph from 6-15-06 L of A.

Any driver's posted hours that increases by more than thirty (30) minutes from the day after the October rebid through the end of the school year will be posted and awarded to the senior driver based on who bids on those hours. All or part of the posted hours will be awarded to the senior driver based on run efficiency. These will be Transportation Department postings only and will be posted for three (3) working days.

Should a driver's posted hours be decreased fifteen (15) minutes or more per day, the driver will have the right to bump anywhere his/her seniority takes them.

Drivers with a change in routes will be allowed to drive their new routes (with pay) to become acquainted with them. Any routes requiring more than two (2) hours of practice run time must have prior approval from the manager.

### **Section 31.2.3 - Absences**

When an assigned driver is absent for the whole day, his/her full run (hours) will be given to the substitute driver.

When a driver asks for the midday run off, the midday run shall be given to a regular driver on a rotation list by seniority. When a driver is going to be gone for the midday run and either the a.m. or p.m. run, the midday run shall be given to a regular driver and the a.m. or p.m. run may be given to a substitute driver.

### **Section 31.2.4 - Substitute Driver Assignments**

Substitute drivers will be put on a rotation basis and will be assigned runs, whether it is a van or big bus, provided they have completed the necessary training.

### **Section 31.3 - Activity Trips**

All regular drivers shall have the opportunity to bid on activity trips. Activity trips will first be offered to regular drivers, then substitute drivers. The plan and intent is to get all regular drivers to eight (8) hours first, then bid the remaining work and distribute as per the CBA, then distribute to substitute drivers on a rotation basis. The dispatcher will relieve drivers of a portion of their regular routes whenever a trip's scheduled departure time falls within a regular route's scheduled time. This process is intended to manage overtime. (Refer to Sections 2.1, 17.4, and 17.5.)

Layover time on activity trips shall be paid at the regular certified bus driver's hourly rate. Overtime for layover hours will be paid at one and one-half (1½) times the regular rate.

Drivers shall be allowed to use district transportation in order to have their meals at a facility of their choice so long as the facility is within a two-mile (2-mile) radius of the event or the closest facility.

#### **Section 31.3.1 - Posting Procedures and Rules**

Activity trips will be posted on Wednesdays for the coming week.

Two-hour emergency trips will be awarded as mid-day and recorded on the extra work sheet. (Refer to Sections 17.4 and 17.5.)

All trips that are received by the transportation office after Wednesday for the coming week will be posted the day they are received.

Regular Postings - Trips must be bid for at least two (2) days prior to the departure day. All postings will close at 5 p.m. the night before they are to be circled.

Drivers may sign up for trips and indicate first, second, and third choice.

Drivers' names will be circled at 10 a.m. by the transportation manager or the dispatcher.

Notification of who is to take the activity trip will be made by dispatch to the affected driver.

Each certified bus driver will be given a one-time (1-time) opportunity per work year, August 1 through July 31, to use his/her seniority to take any activity trip regardless of accumulated overtime.

Cumulative overtime hours will be posted daily (each a.m.) with regular and substitute driver overtime hours.

When calculating accumulated overtime, the following will be excluded from that calculation:

1. any overtime worked due to the three (3) required certified bus driver meetings
2. any overtime worked due to District-directed inservice training
3. any overtime worked due to first aid training
4. any overtime worked due to a bus accident
5. any overtime worked due to attendance at the certified bus driver meetings as identified in Section 31.4
6. any overtime worked outside the Transportation job classification as defined in Section 1.4

Trip requests that are received on the same day as their departure date will be announced over the radio and will be awarded to the senior driver that calls in with the least amount of trips recorded on their emergency trip sheet. (Refer to Sections 2.1, 17.4 and 17.5.)

All regular certified bus drivers who receive less than one (1) hour's notice of cancellation of an activity run shall receive no less than two (2) hours' pay at their regular rate. It is the driver's responsibility to phone transportation one hour prior to their scheduled departure time.

### **Section 31.3.2 - Overnight Trips**

Overnight trips shall be paid at a minimum of eight (8) hours and to a maximum of 15 scheduled itinerary hours per DOT. An overnight trip is one that requires lodging of the driver. If the trip requires the driver to be on the clock into the next day as defined in 17.1.A, it shall be considered a continuation of the previous day. Drivers shall be reimbursed for meals and lodging.

With student safety and certified bus driver rest a paramount interest, during an overnight activity trip in a situation where an extended time exists between a driver's motel/hotel check-out time and student pick-up time, extended motel/hotel check-outs times will be authorized on the trip itinerary.

In the case where an extended motel/hotel check-out time is not authorized on the itinerary, but the driver feels that the activity trip conditions warrant an extended check-out time, that driver should contact the Transportation Department to discuss their concerns prior to departure.

If the event schedule changes while on the trip and the change would cause the driver to be on the bus an extended amount of time waiting on student pick up, the driver should contact the Transportation Department about an extended motel/hotel check-out time.

### **Section 31.3.3 - School Break Trips**

All activity trips during school breaks shall be posted and assigned prior to, or by, the last scheduled regular calendar work day.

### **Section 31.3.4 - Summer Break Trips**

Certified bus drivers who want to work during the summer must sign up on the summer work list on or before the last Friday in May.

Summer routes will be built and bid on according to Section 31.2.2 - Annual Route Bidding Procedures. (Refer to Section 13.4.)

Summer work assignments of three or more days will be added to routes when possible. If work assignments increase or decrease the route by thirty (30) minutes or more for at least five (5) days, the route will be rebid on by seniority within one workday.

Summer trips for the following week will be posted by Wednesday and available for bidding between 7 a.m. and 3:30 p.m. The dispatcher will circle the driver's name awarded the trip by 10 a.m. Thursday and notify the driver no later than Friday. Unposted trips that are received after Wednesday posting will be awarded by seniority.

Drivers must personally make their selection and place their name on the posted trip assignment board; no call-ins allowed. Current trip posting practices by drivers will be followed: Yes or No, first, second, third choices, annual check mark, etc. (Refer to 31.3.)

Emergency and substitute summer work calling will happen each morning and the dispatcher will wait ten (10) minutes total before moving on to the next person by seniority. Only one telephone number per driver will be called. It is the driver's responsibility to keep the current phone number up to date.

The dispatcher will be responsible for making work assignments and notifying substitutes.

Check mark and emergency trip numbers will be recorded on the over time sheet.

### **Section 31.3.5 - Emergency Trips**

Emergency trips are those that are received by the transportation office the day before the trip's departure date or trips that have not been bid on by the day before its departure date. These trips will then be marked as emergency trips. Emergency trips that can only be scheduled 24 hours or less before their departure shall be offered first to regular drivers, then to substitutes.

### **Section 31.4 - Certified Bus Driver Meetings**

Scheduled certified bus driver meetings will have content and/or activities of at least one (1) hour. Drivers who attend scheduled certified bus driver meetings that are held outside of drivers' scheduled hours will be compensated for a minimum of one (1) hour and are expected to participate for the full hour. If the scheduled meeting exceeds one (1) hour, drivers will be

compensated for the actual meeting time. If a driver chooses to attend either less than one (1) hour or less than the total meeting time, he/she will be compensated only for the time he/she attended the meeting. This applies to scheduled certified bus driver meetings and is not applicable to occasional meetings that are called to address transportation issues that require immediate attention that may extend an employee's work day. Such occasional situational meetings will be compensated as time worked.

### **Section 31.5 - Pre-trips/Cleanup**

Each a.m. and p.m. run shall consist of one fifteen-minute (15- minute) a.m. pre-trip and one ten-minute (10-minute) p.m. pre-trip plus thirty (30) minutes of cleanup per day consisting of a.m. post-trip fifteen (15) minutes and p.m. post-trip fifteen (15) minutes. Routes that have layovers of fifteen (15) minutes or greater duration shall utilize layover time as additional cleanup time.

### **Section 31.6 - Late Start/Early Release/Conference Days**

Drivers assigned to work during a scheduled late start/early release or scheduled elementary conference days shall be allowed to work their regularly scheduled hours for that particular day. Drivers will use their scheduled hours to clean buses or other related jobs as assigned. Those hours must be worked on the same day. Drivers who elect not to work their regularly scheduled hours will do so without pay.

## **ARTICLE XXXII - GRIEVANCE PROCEDURE**

### **Section 32.1 - Purpose**

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

### **Section 32.2 - Definitions**

A *grievant* shall mean "an employee having a grievance," or, in connection with union rights, "the Union (Service Employees Union, Local 925)." A *grievance* shall mean "an allegation by a grievant that a dispute or disagreement exists involving the interpretation or application of the terms of this Agreement." *Days* shall mean "weekdays--Monday through Friday--when offices are open." *Grievance form* means "the printed forms utilized to process a grievance."

### **Section 32.3 - Consolidation of Grievances**

In connection with grievances by multiple grievants dealing with the same issue and the same administrator, the grievances shall be consolidated for proceedings at Level One. For grievances by multiple grievants dealing with the same issue, but different administrators, they shall be consolidated at Level One for the same administrators, and at Level Two for further proceedings.

In matters dealing with alleged violations of union rights the grievances shall be initiated at Level Two.

#### **Section 32.4 - Rights to Representation**

A grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by the Union. If an employee presents his/her own grievance, without union representation, the settlement of the grievance will not be inconsistent with the terms of this Collective Bargaining Agreement.

#### **Section 32.5 - Time Limitation**

Formal filing of a grievance, as hereinafter set forth, shall be initiated by the employee in writing within thirty (30) days of the occurrence of the action which is the basis of the controversy or within thirty (30) days of the time when the grievant could have been expected to have learned of the occurrence, or the grievance will be deemed waived. If the stipulated time limits are not met by the Employer at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant, the grievance shall be deemed waived.

#### **Section 32.6 - Procedure**

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

It is expected that employees (S.E.I.U. members and supervisors) will be able to discuss differences in a setting which provides for open communications and reflect an understanding of the individual's concerns, job responsibilities, and the best interests of the District. Informal discussions between the employee and supervisor should take place before a formal grievance is filed.

##### **1. Level One**

If a grievance is not settled after informally discussing it with the immediate supervisor, the employee may file the grievance in writing (Form A) with the immediate supervisor within thirty (30) days. The grievance shall cite the specific Article and Section of the Agreement that has been violated and the remedy sought.

The immediate supervisor will arrange for a meeting to take place within six (6) days after receipt of the grievance. The supervisor shall provide the grievant and the Union with an answer to the grievance, together with the reason(s) for the decision, within six (6) days after the meeting.

2. **Level Two**

If the grievance is not settled at Level One, then the grievance may be referred in writing by the employee and the Union (Form B) to the superintendent or designee within ten (10) days after the grievant receives the supervisor's answer at Level One. The written grievance shall give a clear and concise statement of the alleged grievance, including the facts on which the grievance is based, reference to the specific terms of the Agreement that have been violated, the issues involved, and the remedy sought. The superintendent or designee shall arrange for a meeting with the grievant to take place within seven (7) days after receiving the notice of appeal. The superintendent or designee will have seven (7) days to provide a written decision, together with the reasons for the decision to the Union and the grievant.

3. **Level Three**

If the grievance is not settled at Level Two, or if no decision has been rendered within the stipulated time, the employee and Union may within six (6) days, request in writing (Form C) that the grievance be submitted to the Board of Directors. The Board shall meet within thirty (30) days after receiving the appeal or at a date agreed upon between the District and the Union. After hearing both parties, the Board will prepare and deliver a decision in writing, within ten (10) days, to the aggrieved person and union president and/or designee.

**Section 32.7 - Binding Arbitration**

1. The provisions of binding arbitration shall apply only to controversies brought by the Union against the Employer regarding the true intent and meaning of any provisions of this Agreement or regarding a claim that a commitment made in this Agreement has not been honored.
2. If the grievance is not settled at Level Three, the Union may submit it (Form D) to Binding Arbitration. This shall be done within thirty (30) days after receiving the Board's decision at Level Three. Within ten (10) days following the receipt of any such request, the Board of Directors or its designee and the Union shall each appoint a representative. Within five (5) days following the appointment of such representatives they shall jointly appoint a hearing officer. In the event an arbiter is not agreed upon, the parties shall jointly request the services of the American Arbitration Association. The arbiter shall be selected by the AAA in accordance with its rules, which shall likewise govern the arbitration proceeding.

Within ten (10) days following the selection of a hearing officer, a hearing shall be scheduled. Both parties shall be notified in writing of the date, time, and place of such hearing at least three (3) days prior to the date established for the hearing.

The hearing officer shall preside at the hearing.

The hearing officer shall limit him/herself to the issues submitted involving the grievance and shall consider nothing else. S/he shall have no authority to add to, subtract from,

or change the Agreement between the parties, but shall be permitted to rule on the arbitrability of the issues raised by the parties.

The decision of the hearing officer shall be binding on both parties.

3. **Costs**

The cost of the arbitration shall be shared equally by the parties, provided however, the hearing officer may award fees and costs to the prevailing party.

**Section 32.8 - Exceptions to Binding Arbitration**

The following grievances will not be covered in Section 32.7, so the decisions reached at Level Three shall be final.

1. Rights of the Employer as defined in Article II of this Agreement.
2. Any problems for which a specific remedy is provided for by law.

**Section 32.9 - No Reprisals or Harassment**

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in any grievance. There will be no harassment of Board members, administrators, or grievants during the processing of a grievance or thereafter.

**ARTICLE XXXIII - PRINTING AND DISTRIBUTING THE WORKING AGREEMENT**

Within forty-five (45) workdays following the ratification and signing of the Agreement, the Employer will print and distribute to the union president and/or designee sufficient copies for all classified employees, including substitute employees who are eligible for representation under Section 12.4, plus ten (10) additional copies. All costs of preparing and printing this Agreement shall be shared equally by the Employer and the Union.

**ARTICLE XXXIV - EXPENSE TREATMENT**

**Section 34.1 - Meals and Travel for District Business**

Employees will be allowed a maximum of six dollars (\$6.00) for a meal if called out to work in an emergency that disrupts their normal mealtime or when such notice is given one hour or less before work is to begin and the employee is required to work four (4) or more consecutive hours.

Employees who travel on assigned district business will be compensated for travel expenses per district policy and regulations.

**Section 34.2 - Clothing Allowance**

When approved by the supervisor, the employer will provide the following: hip boots, boots required for unusual jobs, safety equipment. When approved, coveralls and laundry service will be provided on a once-a-week basis.

The District will provide an allotment of up to \$125 for the purchase of a pair of district-approved steel-toed work boots under the following schedule for individuals working in the job classifications listed below:

<u>Every Year</u>	<u>Every Two Years</u>
Painter	Carpenter
Bus Shop Coordinator	Electrician
Auto/Diesel Technician	Plumber
	Boiler Technician
	Grounds person (including stadium)
	Equipment Operator
	HVAC Technician

If safety equipment or boots become unserviceable, the employee will contact his/her supervisor for replacement.

**Section 34.3 - Training Courses - Reimbursement**

1. Ten thousand dollars (\$10,000) per year will be provided for tuition costs for certain approved training courses.
2. It is not the intent of this provision to finance long-term courses of study or a college degree. This provision is intended to produce relatively short-term improvements in an individual's job performance or technical skills which are needed on the individual's present job or one s/he may be doing in the near future.
3. To be eligible for reimbursement, all courses must be approved in advance by the Executive Director, Human Resources.
4. Each employee, upon written application and course approval, submission of an official transcript indicating satisfactory course completion, documented evidence of tuition expenses, and signing a district voucher, will be entitled to a reimbursement.
5. Reimbursement will be up to a maximum of six hundred dollars (\$600) for each employee annually.

## **ARTICLE XXXV - EMPLOYEE PROTECTION**

### **Section 35.1 - Employee Protection**

#### 1. Introduction

The staff protection provisions in this agreement reflects District support of its employees in the event they are threatened, injured, or legal action is brought against them in the performance of their assigned duties. Coverage will be provided through and within the limits of District insurance policies.

#### 2. Applicability

The protection applies to employee's actions during the performance of their assigned work duties.

#### 3. Procedures

a. Employees who are threatened, injured, have had legal action brought against them, or have reason to believe that legal action will be brought against them relating to their assignment shall notify as soon as possible his/her site administrator or, if he/she is not available, a District administrator. Steps shall be taken in cooperation with the employee and law enforcement officials to provide reasonable safety protection.

b. The employee shall submit a written report to the site administrator within one (1) workday after the incident, unless there are extenuating circumstances.

c. The employee will, within two (2) workdays, unless there are extenuating circumstances, deliver the original copy of any summons, complaint, or other legal papers to his/her site administrator.

d. If appropriate, the site administrator informed of the incident shall notify as soon as possible the Executive Director, Human Resources or in person so he/she can contact the appropriate individual.

e. If appropriate, the site administrator shall submit a written report to the Executive Director, Human Resources within two (2) workdays after the incident.

### **Section 35.2 - Insurance Coverage**

District insurance coverage shall be in accordance with RCW 28A.400.370, Mandatory Insurance Protection for Employees; RCW 28A.320.100, Defense, Costs, Fees; and RCW 28A.320.060, Insurance to Protect and Hold Personally Harmless.

**Section 35.3 - Administering/Dispensing Medication**

No employee shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State law.

**Section 35.4 - Reporting Alleged Child Abuse**

The District shall protect employees when reporting alleged child abuse per District Policy and Regulations 3421 and Washington State law.

**Section 35.5 - Control of Students**

The Employer shall support and assist employees with respect to the supervision and control of students, public, and/or other staff while employed by the Longview School District on Longview School District property.

**Section 35.6 - Safe Working Conditions**

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. To the extent possible by job assignment, building design, and available District resources, employees shall be provided a work area with adequate space, heating, ventilation, and lighting in which to work.

**Section 35.7 - Sexual Harassment**

Sexual harassment occurs when a supervisor or a co-worker makes unwelcome verbal or physical sexual advances to an individual which either interferes with an individual's work performance or creates an intimidating or offensive work environment or which becomes a basis for employment decisions regarding that individual. Any and all acts of sexual harassment will be reported immediately to supervisory personnel.

See Board Policy 5013 for additional information regarding sexual harassment and employee rights and responsibilities.

**ARTICLE XXXVI - BOOSTER TICKETS**

The District will make available to bargaining unit members a booster ticket which will admit them to all Longview extra-curricular activities for the current year. The ticket excludes admission to tournaments and playoffs. Employee tickets shall be at no cost to the employee and may be obtained at any secondary school during regular work hours.

The employee may purchase a second adult ticket at a price of ten dollars (\$10). Tickets may be purchased at any secondary school during regular school hours.

The adult ticket will admit dependent children who are still in grade school accompanied by at least one parent. The ticket is nontransferable.

## **ARTICLE XXXVII - MODIFICATION AND DURATION OF AGREEMENT**

### **Section 37.1 - Modification**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

### **Section 37.2 - Duration of Agreement**

This Agreement shall become effective September 1, 2008, and shall continue in effect until August 31, 2011. The content of this Agreement shall not be altered orally and constitutes the entire Agreement between the parties concluding collective bargaining for its term.

Neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue; however, this Agreement may be altered, changed, added to, deleted from, or modified, by the mutual consent of the Employer and the Union.

Bargaining shall begin at least sixty (60) days prior to August 31, 2009, and at least sixty (60) days prior to August 31, 2010. Agreements pertaining to those identified above shall become effective on the annual anniversary date.

Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the Agreement expiration date.

For 2009-2010 the following items are open for negotiations:

1. Article XXI - Wages  
Article XXX - Medical/Dental/Vision Coverage
2. Committee Referred Items
3. The Union and the District may each bring up to two (2) additional topics for bargaining.

For 2010-2011 the following items are open for negotiations:

1. Article XXI - Wages  
Article XXX - Medical/Dental/Vision Coverage
2. The Union and the District may each bring up to three (3) additional topics for bargaining.



GRIEVANCE FORM A  
Disposition of Level One

The supervisor shall provide the employee and the Union with a written answer to the grievance together with the reasons for the decision within six (6) days after the meeting.

DATE OF DECISION \_\_\_\_\_  
Signature of Supervisor

EMPLOYEE'S RESPONSE:

\_\_\_\_\_ I accept the above decision of the supervisor (or other administrator).

\_\_\_\_\_ I hereby refer the above decision to Level Two for appeal to the superintendent of schools or designee. Please complete Form B.

DATE OF RESPONSE \_\_\_\_\_  
Signature of Employee



GRIEVANCE FORM B  
Disposition of Level Two

The superintendent or designee shall provide the employee and the Union with a written answer to the grievance together with the reasons for the decision within seven (7) days after the meeting.

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of superintendent or designee

EMPLOYEE'S RESPONSE: (To be completed by employee within six (6) days of the decision.)

\_\_\_\_\_ Employee and/or Union accept the above decision of the superintendent or designee.

\_\_\_\_\_ Employee and/or Union hereby appeals, through the Union to Level Three. Please complete Form C.

DATE OF RESPONSE \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee and/or Union

GRIEVANCE FORM C  
NOTIFICATION OF APPEAL  
(Level Three)

(To be completed by employee and the Union and submitted to  
the superintendent or designee.)

EMPLOYEE \_\_\_\_\_ DATE OF FORMAL PRESENTATION  
TO IMMEDIATE SUPERVISOR \_\_\_\_\_

UNION PRESIDENT  
OR DESIGNEE \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

STATEMENT OF GRIEVANCE (Please include: Facts on which the grievance is based, reference to the  
specific terms of the Agreement which have been violated, issues involved, and the remedy sought.)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Union

\_\_\_\_\_  
Date

(Disposition of grievance is on the reverse side.)  
GRIEVANCE FORM C  
Disposition of Level Three

The Board shall provide the employee and the Union with a written answer to the grievance together with the reasons for the decision within ten (10) days after the meeting.

DATE OF DECISION \_\_\_\_\_  
Signature of Board President or Designee

EMPLOYEE'S RESPONSE: (To be completed by employee within thirty (30) days of the decision.)

\_\_\_\_\_ Employee and/or Union accept the above decision of the Board of Directors.

\_\_\_\_\_ The Union hereby appeals for binding arbitration in compliance with Section 32.7. Please complete Form D.

DATE OF RESPONSE \_\_\_\_\_  
Signature of Employee and/or Union



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